

CITY COUNCIL AGENDA

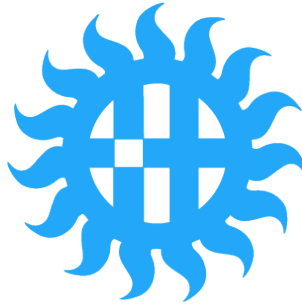
Mayor
Eric Enriquez

Monday, April 20, 2026 at 1:00 PM
Council Chambers

Mayor Pro Tem
John Munoz

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

Councilors
Cassie McClure
William Mattiace
Michael Harris
Johana Bencomo
Becky Corran



CITY OF LAS CRUCES

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 - Mayor Enriquez.
- 1.2. Presentation of Certificates of Appreciation/Proclamations - Mayor Enriquez.
- 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 March 16, 2026. 6 - 33
[City Council - Mar 16 2026 - Minutes - Pdf](#)
- 5.2. Work Session of March 23, 2026. 34 - 45

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

- 6.1. RESOLUTION NO. 26-125: A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR THE PURCHASE OF BULK FUEL WITH RIO VALLEY BIOFUELS, LLC OF EL PASO, TEXAS VIA NEW MEXICO STATE PURCHASING DIVISION CONTRACT NO. 50-80500-25-17139 FOR A POSSIBLE TERM THROUGH JUNE 12, 2029 IN AN AMOUNT NOT TO EXCEED \$1,500,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-088). 46 - 101

This resolution approves a contract purchase agreement for the purchase of bulk fuel from Rio Valley Biofuels, LLC.

[Resolution No. 26-125 - Pdf](#)

- 6.2. RESOLUTION NO. 26-126: A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL EXPENDITURE LIMIT FOR WORK UNIFORMS, SHOES AND RELATED ITEMS WITH BAZAAR UNIFORMS AND MEN'S STORE, LLC OF EL PASO, TEXAS TO AN AMOUNT NOT TO EXCEED \$300,000 ANNUALLY, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 24-25-078). 102 - 117

This resolution will approve an amendment to the current contract amount with Bazaar Uniforms and Men's Store, LLC for work uniforms.

[Resolution No. 26-126 - Pdf](#)

- 6.3. RESOLUTION NO. 26-127: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO FORMALLY REQUEST A ONE-YEAR TIME EXTENSION FROM JUNE 30, 2026, TO JUNE 30, 2027, FOR NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) MUNICIPAL ARTERIAL PROGRAM (MAP) CONTROL NO. HW2L100582 SPRUCE/TELSHOR/TRIVIZ INTERSECTION IMPROVEMENTS. 118 - 123

This resolution will approve the required documentation to NMDOT for a time extension request.

[Resolution No. 26-127 - Pdf](#)

- 6.4. RESOLUTION NO. 26-128: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO FORMALLY REQUEST A ONE-YEAR TIME EXTENSION FROM JUNE 30, 2026, TO JUNE 30, 2027, FOR NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) MUNICIPAL ARTERIAL PROGRAM (MAP) CONTROL NO. HW2L100618 S. WALNUT ST. AND E. LOHMAN AVE. SIGNAL IMPROVEMENTS PROJECT. 124 - 129

This resolution will approve the required documentation to NMDOT for a time extension request.

[Resolution No. 26-128 - Pdf](#)

- 6.5. **RESOLUTION NO. 26-129:** 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. 130 - 219

This resolution will approve the acceptance of grants for Fire, Police, Transit, and Housing.

[Resolution No. 26-129 - Pdf](#)

- 6.6. **RESOLUTION NO. 26-130:** A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT VARIOUS BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FISCAL YEAR (FY) 2025-26 BUDGET. 220 - 244

This resolution will approve budget adjustments to include funding for supplies, services, equipment, and projects to meet the demands of a growing community and to align budgets for effective and efficient City of Las Cruces operations.

[Resolution No. 26-130 - Pdf](#)

- 6.7. **RESOLUTION NO. 26-131:** A RESOLUTION AMENDING THE FY2026 - 2031 CAPITAL IMPROVEMENTS PROGRAM. 245 - 262

This resolution approves the reallocation of funds to airport projects and authorizes the revised project funding for the Amador Hotel, the Branigan Cultural Center, transit vehicles, and Utilities projects, and includes a new grant funding for Animal Services of Mesilla Valley.

[Resolution No. 26-131 - Pdf](#)

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

- 7.1. **RESOLUTION NO. 26-132:** A RESOLUTION AUTHORIZING AN UPDATE TO THE VEHICLE ACQUISITION PROGRAM. 263 - 271

This Resolution will authorize the purchase of the requested vehicles and equipment for Transit, Quality of Life, Airport, Fire, and Police.

[Resolution No. 26-132 - Pdf](#)

- 7.2. **RESOLUTION NO. 26-133:** A RESOLUTION TO AUTHORIZE THE CITY'S PARTICIPATION IN HOUSING NEW MEXICO'S REHAB 2 RENTAL PROGRAM, A RENTAL REHABILITATION PROGRAM FUNDED THROUGH HOUSING NEW MEXICO. 272 - 291

This resolution will authorize staff to participate in the Rehab 2 Rental Program, to rehabilitate substandard rental units to be reserved for voucher holders, and allow staff to perform all tasks required by the terms of the agreement.

[Resolution No. 26-133 - Pdf](#)

- 7.3. RESOLUTION NO. 26-134: A RESOLUTION TO APPROVE A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND ANTHONY AND SYLVIA SMITH FOR THE PURCHASE OF A .979 ACRE PARCEL OF LAND LOCATED AT 911 W. AMADOR FOR THE PURCHASE PRICE OF SEVEN HUNDRED TWENTY THOUSAND DOLLARS (\$720,000) IN ACCORDANCE WITH PROVISIONS OF LCMC 1997, SECTION 2-1312. 292 - 298

This resolution will authorizes the City to accept grant funds and purchase a tract of land located at 911 W. Amador.

[Resolution No. 26-134 - Pdf](#)

8. BOARD APPOINTMENTS

9. NOTICE OF PROPOSED ORDINANCE(S)

- 1) There will be no public discussion.
2) A Councilor may ask staff for clarification on the proposed ordinance(s).
- 9.1. COUNCIL BILL NO. 26-019; 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 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. 299 - 324

This ordinance authorizes the sale of approximately 15.30 acres of municipal land located at 300 Rea Boulevard within LCIIIP to CLS Development Partners, LLC.

[Ordinance No. 3111 - Pdf](#)

- 9.2. 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. 325 - 329

This ordinance will approve the donation of a City owned vacant parcel of land for affordable housing to New Wind Incorporated DBA Crosstown Ministries.

[Ordinance No. 3112 - Pdf](#)

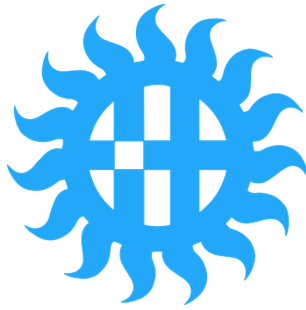
- 9.3. COUNCIL BILL NO. 26-021; ORDINANCE NO. 3113: AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF FOUR CITY-OWNED VACANT PARCELS, LOCATED AT (1) 1262 N. TORNILLO STREET, 330 - 335

(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.

This ordinance will approve the donation of a City owned vacant parcels of land for affordable housing to Tierra Del Sol Housing Corporation.

[Ordinance No. 3113 - Pdf](#)

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



MINUTES
City Council
Monday, March 16, 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 City Councilor John Munoz

ABSENT:

1. OPENING CEREMONIES

1.1 PLEDGE OF ALLEGIANCE - COUNCILOR CORRAN.

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

Councilor Corran introduced Charles Tucker, Inspector General who recognized organizations who assisted with the 2025 Memorial Day Event at Veterans Park.

1.3 DEPARTMENTAL HIGHLIGHTS.

Carol Brey, Quality of Life Director gave an overhead presentation.

Mayor Enriquez asked on the tax preparation assistance if you have at the library, that is also for Spanish speakers as well, right?

Carol Brey said yes, English and Spanish and there are different days that it is available that you can see on our website, both Branigan Library and Munson Center. We often have a waiting list, so we advise people to get there early.

Jimmy Moreno, Interim Assistant Director Public Works gave an overhead presentation.

Chris Faivre, Community Development Director gave an overhead presentation.

Councilor Bencomo said I will say that initially I was somewhat disappointed that we

Agenda Item #5.1.

would not be hearing back until June/July for the possible adoption but throughout your presentation it seems to me that because we are raising the urgency of the conversation even that there is movement happening anyway without even the policy being enacted yet.

Chris Faivre said that is correct. Part of that has to do with some of the scheduling just for Work Sessions. We have a busy Work Session schedule coming up this spring but part of it is that we are still vetting a lot of those properties that we would eventually be approaching from the stand point of that ordinance and so we wanted to have as much as that data done up front before we had this ordinance in place so we knew exactly how many properties and who we needed to reach out to when that ordinance comes into effect.

1.4 PETS OF THE WEEK.

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

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

2.1

None.

3. PUBLIC PARTICIPATION

3.1

Kathe Stark, Member of the Pubic said today I am wearing my Animals Advocates for Change hat, and I am here to thank everybody who participated and was involved in the Billy and Nani animal cruelty case with the bassets. First, I want to thank the construction workers who saw Billy being beat with a rock in the backyard where he lived, for videotaping that cruelty and being willing to get involved. Thank you to Las Cruces Animal Control and Las Cruces Police Department for their efforts to thoroughly investigate the situation, to make a referral to the District Attorney's Office for prosecution under state law. Next to Dr. Calista and her staff for caring for Billy and checking on Nani and for getting over 175 signatures on a letter to the court on the dogs' behalf. Then there were countless residents that stood up and wrote letters to the court, attended court hearings, expressed their concern for the two dogs and insisted that the offender be held fully accountable. Thank you to the jury who heard the evidence and rendered a verdict of guilty and to Judge Perea who imposed the sentence under state law. Finally thank you to District Attorney Fernando Macias for his prosecution and for keeping a promise that he made to us that he would vigorously prosecute animal abuse and cruelty cases, and I think he said it best, "The conviction reflects the community's concern over animal cruelty. We believe and our legal system reminds us that animals are sentient beings when we act to protect them, we aren't just enforcing the law we are honoring a shared commitment to basic human decency". Billy was lucky, he survived because people got involved and the system worked. Too many others aren't that lucky. My hope is that other animal abusers in our community will heed the outcome of this case and stop their inhumane treatment of animals if for no other reason than to avoid an 18-month sentence, one

Agenda Item #5.1.

year probation, anger management training and a \$5,000 fine. Finally for the person or persons who are torturing, mutilating and killing cats in the South Main area you will be identified, and you will be held accountable. The same people who stepped up and spoke for Billy and Nani will step up and speak for those cats. So, stop it.

Lynn Moorer, Member of the Public said here to speak in support of full compliance with the Lead and Copper Rule improvements, the federal rule that requires that all lead and galvanized piping requiring replacement be replaced and requires among several things that all of the folks in the city be truthfully and timely informed about the nature of their piping. Any ethical attorney would agree that regardless of how hard it may be to understand or even if you object to a law or rule you have a duty to comply with it. Neither ignorance nor objection to the law is a defense. Regardless of the size or state of your ego, all council members and city staff have a responsibility to do what is right for all citizens. It is not acceptable for any staff or council member to lie or misrepresent the facts on any subject, whether it is water sampling results, whether a document exists, how the city is really spending millions of dollars in funding, what inspections of piping actually reveal or whether half the city has been left out. Nor is it acceptable to cover up the truth or hide from the public non-sensitive information that should be and used to be available publicly but was removed from the public domain when citizens started raising questions about that information which directly effects their lives, their health and that of their children and unborn children as well as their property values. My colleague Liz Rodriguez-Johnson and I go to considerable lengths to provide factual information and raise important concerns backed by solid indisputable documentation so that you and city staff can be alerted to them and take reasonable actions to address them honestly. On behalf of the many Las Cruces we represent, many of whom you know we again urge you to put public health and safety first. Unfortunately, it seems clear that current Utility staff have neither the interest nor the competence to address serious issues implicated by the rule. A thoroughly honest competent and independent engineer with management experience and no connections to New Mexico must be brought in to tackle with broad based approach these far-reaching problems that are affecting Las Cruces water drinkers right now. The consultant that the Utilities Board just hired is clearly not this in many respects. What we need is someone who is widely recognized as top in the field of water engineering and management and fully conversant with the federal rule.

Liz Rodriguez-Johnson, Member of the Public said when Las Cruces Utilities applied for the \$15 million in funding to assist in carrying out its responsibility under the Lead and Copper Rule it promised to prioritize disadvantaged properties. The city is obliged to repay just a quarter of that \$15 million based on its portrayal of the city as severely disadvantaged. The public needs to know that Las Cruces Utilities has classified \$1 million homes as disadvantaged. Drawn from the Utilities spreadsheet provided to the state, Handout A is a list of the properties in the San Andres Estates and University Estates water systems that Utilities designates as disadvantaged. We have looked up estimated valuations for the properties and incorporated that information into the list, 75% in the San Andres system and the 93% in the University Estates systems are valued at \$300,000 or more. These are properties in blue. The Utilities Department has said that all of these properties are disadvantaged. It is preposterous because some of these properties are valued at more than \$1 million yet Utilities classifies them as disadvantaged. This is just the San Andres and University Estates list, wait till

Agenda Item #5.1.

you see how high they go in the Las Cruces Municipal water system disadvantaged list is finished. It is a much larger list, and it is also ludicrous. Note all the don't knows on this list. This information was drawn from the Utilities' own spreadsheets documenting service lines in each of the five water systems. Utilities' personnel don't know of any pipes that are now designated non-lead were ever previously lead. Utilities' personnel don't know if there are any lead connectors in the piping. Utilities' personnel don't know if there is a lead solder in the service line. Despite their claims to the contrary this shows that Utilities' personnel don't actually know whether Las Cruces has the lead pipe problem. Each of the sheets designated in blue on the University Estates list must be removed from the disadvantaged list. None of these high dollar properties should take precedence over properties that are valued at less than \$200,000. Handouts B, C, and D show more low-income properties that should be inspected first in which piping if found to be lead or galvanized, should be replaced first. To do otherwise would be a clear violation of the commitment the city made to receive the \$15 million of which they only need to repay a quarter. We would like to see some clear progress. We want to see some evidence that appropriate steps are being taken to address these gross inequities.

Doreen White, Member of the Public said I presented recently a packet to the city council. It was in a messenger envelope and it was addressed to everybody. The purpose of that package was to show two things. Our chronological history and our ongoing history. Several years ago, I was infused with cameras and chips. I have a decimeter over there, I have a chip here, here, and four in the back. I have several implanted in my body and not to mention litigation, I went up against the state of Mexico, Judge Martin said it is not like they didn't break any laws, there is no laws to charge them with and in the meantime those nuclear particles that was implanted on me is a form of radiation and the sun radiation marries up with the body and I probably lost about 60 pounds since I left Missouri. I am incapable of using social media, a cell phone, my mail is interrupted and this is the Department of Public Safety, and I call it the Cell Phone Chip Act, because a person can sit behind me with a cell phone and violate me. The cyber minis that rotate around the neighborhood or for military, sometimes I have 12 to 15 above my home. Ji suits in my trailer running up and down the street next to my home in Missouri, my backyards wherever I live. So, there is a violation of First Amendment, Fourth and Fourteenth. So, I am here in front of you because I am dying from the stuff inside of me. I have asked for a restraining order, when Judge Martin dismissed it, I said, you just gave every law enforcement agency the right to discriminate me, violate my body, and they could stop my heart and the coroner will say it is murder. I am at wits end and I wanted to bring it to your attention.

Barbara Corral, Member of the Public said Yoli had an article published yesterday that I am going to read to you from the Albuquerque Journal. "Memorial Medical Center is failing Las Cruces' most vulnerable. As a patient advocate, I would like to begin with a story from a Dona Ana County resident I recently assisted. This 76-year-old man was born and raised in Las Cruces. He worked over 48 years in three local lumber yards and with his wife of 56 years raised a family here. After her death from cancer on May 30th 2025, he didn't even have time to grieve before he was diagnosed with cancer himself on August 7th. I knew this story because I lived it with my parents. This man lost his partner, was diagnosed with cancer and became a low-income resident in less

Agenda Item #5.1.

than two months. When his medical bills became overwhelming his daughter reached out to me. I contacted his provider Memorial Medical Center to find out what financial assistant programs were available. I received no response. I then advised the daughter to do the same. She too received no call back. At a pre-op appointment she finally spoke with a supervisor. The supervisor said that her father was not considered indigent because he had insurance but offered a payment plan, no brochures or paperwork were provided. On November 28th the man instead received a statement from Care Payment, a third-party company, it wasn't a detailed bill, just a charge amount and due date. I have since provided the family with an attestation of indigency form per the patient's Debt Collection Protection Act to submit to MMC. In November I attended MMC Board meetings to publicly request their financial assistance policies, a request I have made multiple times since 2021. MMCs 2024 community impact report claims the hospital provided \$46.5 million in charity and uncompensated care yet I cannot get a breakdown of how that care was distributed. This lack of transparency reflects deep seeded issues at MMC, including its controversial clouser of its psychiatric ward in 2014 and 2022. My advocacy led me to file Inspection of Public Records Act requests. One document I received was a 2014 email from then CEO John Harris stating MMC needed to chart a new course focused on aggressive and immediate expense reduction and revenue enhancement, other IPRA documents from the former Chief Financial Officer detailed revisions to the hospital indigent policy that limited care including the refusal of treatment to cancer patients that couldn't pay upfront."

Lori English, Member of the Public said first of all Mayor Enriquez I would like to make a public apology to you. There was a post on Facebook a day or two ago about you attending an event. I think it was a groundbreaking or something like that and I made a very rude comment online in response to that and I just want to publicly apologize to you for my comment because I misread the post. I thought that it was something that it wasn't. You will know what it is when you hear other people talk to you about it. I just want to make a public apology to you for my comments on Facebook. Second of all the flag I hold, yesterday I went to Golden Corral and on my way leaving Golden Corral right behind McDonalds off of Avenida de Mesilla there was a group of homeless people, and they had three wheelchairs out there. Later found out that one of the wheelchairs belonged to Memorial Medical Center and one of the wheelchairs belonged to MountainView Regional Medical Center. They were using this flag as a mat. There are footprints on it. You can tell they ate quite a bit at McDonalds. There is ketchup, mustard stains and who knows what. As a 100% disabled United States Marine I felt it my job and my duty and also my privilege and honor to stop, open the back end of my SUV, I walked up and was very polite and respectful. I said, is anybody here, because I couldn't see any people, they were walking around. There is like 6 or 8 of them. One guy was drugged out or drunk or recovering from a good night, he said ya. I said are you a Veteran? He said no I am not damn Veteran. I opened the back of my SUV and I picked up the flag and said I am taking the flag in the name of the United States and the United States Marine Corp. I picked up the flag and ran and you never see a Marine that is 78 move so fast, but I grabbed the flag, ran to my car, tossed it in the back of my car, jumped in my car and left. I called the police on the way home and I went back a couple of hours later, thank you Chief Story, your people are on the job. They were gone and that is how they got the notice. So, I just want you to know that this flag is going to be surrendered to the American

Agenda Item #5.1.

Legion to be disposed of properly and it was my honor and my privilege and I wish more people would pay attention to these homeless people and what they are doing to our city and our country with disrespect.

Yoli Diaz, Member of the Public said I am not here as a mother or daughter that I am. I am not here to ask you feel the fear I felt when my oldest son was diagnosed with cancer at the age of 23. I am not here to ask you to feel the pain, the loss, the trauma I felt watching my father suffer and die from cancer. I am not here to ask you to imagine what a cancer patient feels. That is for another time. I am here because I believe there is a basic moral rule. We do not harm the sick, the disabled, the elderly or our Veterans. We help them. When anyone harms the most vulnerable, they cross a line. Memorial Medical Center has crossed that line again. In September 2023, MMC failed to assist a disabled woman enrolled in the Dona Ana County Health Care Assistance Program when she was diagnosed with breast cancer. More recently MMC failed to properly screen a 76-year-old lifelong resident, born here. MMC created the problems that followed, including exposing themselves to a violation of the New Mexico's Patient Debt Collection Protection Act. MountainView Regional Medical Center was sued in 2022 for this act and settled for violating this same law in August 2025. MMC should have known and learned from that. MMC workflow which you have a copy right now and it is highlighted in yellow shows that if a patient has any insurance MMC stops screening. MMC should screen for indigency through the County's Health Care Systems Program and the Patients Debt Collection Protection Act. MMC shows them in that workflow last. Both are New Mexico statutes. MMC's admin policy 815 contains, no I am going to use the word meaningful but I don't even see it Charity Care or Community Benefit Care and despite their claims MMC and its corporate office have filed the required annual reports under the Patients Debt Collection Protection Act showing only 110, 103, 127, 133 indigent cases over the last four years. Shockingly low for low income, high uninsured county. If MMC had reviewed the resolution which is on your next page that is on their website, they would have recognized hardship exemptions including the death of a close family member under Chap. In my view MMC did more than fail morally when they screened a 76-year-old resident. They violated New Mexico law and as I recall the lease and asset purchase agreement requires MMC to obey the law. Your attorneys can confirm this. It is past time to terminate Life Point and bring an operator who puts patients and community above profit.

Jovanny Hernandez, Member of the Public said I would like to say first of all that I appreciate the efforts of members of this council and members of the city of Las Cruces for their hard work and making sure that we have sustainable infrastructure here and in an ever changing environment and so I would like to give them their flowers for that. I would like to ask that we make more real progress taking into account the voices of the community, especially young people who live in Las Cruces on these things like that. So very briefly I wanted to mention that, and I unfortunately have to take some time to address Eric Enriquez. Last weekend Eric reaffirmed his allegiance to the ranks of such despicable human beings like Vice President JD Vance by speaking at a southwest addition of the murderous and all-around anti-health care national March For Life, which the Vice President did also on the 14th. Eric, I listen to you, actually before I give you anymore facetime, I would like to set some of the record straight about what the Ocotillo Sexual and Reproductive Health

Agenda Item #5.1.

Care Center is. It is a collaborative effort of multiple organizations in the community including the Planned Parenthood of the Rocky Mountains, Bold Futures and many others that provides much needed reproductive healthcare access to Southern New Mexico including STD, STI testing and treatment, cancer screenings, hormonal treatments, contraception and family planning support amongst many, many other holistic wrap around services that are desperately needed here. Eric, I listen to you talk and hear the boring way you align yourself with anti-immigrant rhetoric. I hear you and I listen to the way you boringly align yourself with anti-women, anti-reproductive healthcare spaces and I remember you voted no last year for the welcoming communities resolution. Some news for you Eric as it seems that you may have forgotten we are both brown skinned Latino men and none of your votes will save you from being targeted by racist anti-immigrant federal government. Recuerdate de esto, tienes el nopal en la frente cabron. Recuerdate de las mujeres que te dieron la luz. Elige el camino de cuidado genuino y acuerdate de las mujeres de ante pasado. Recuerda cada palabra que cae de tu vocico tiene reparaciones reales.

Lucas Herndon, Member of the Public said I stand before you as a resident who believes in Las Cruces, our families, our neighborhoods and our shared future. In November 2024, you trusted voters with a question. Should we invest in ourselves? The answer was clear. Thousands of Las Cruces families approved the GRT increase because they understand what research now confirms. Safe communities aren't built through enforcement alone. They are built through investment and place. The Brookings Institute studied violence across American cities and found something powerful. When you invest in parks, libraries, community centers, and streets, you reduce violence. Not someday, now. The built environment shapes behavior. A well-lit park where children play is safer than an abandoned lot. A community center where youth gather after school prevents more crime than any patrol car. Meanwhile the center on juvenile crime and criminal justice released devastating data despite record law enforcement spending nationwide crime clearance rates have dropped 41%. More officers, more budgets, fewer crimes solved. In 2024 only 44% of violent crimes were solved. Enforcement heavy approaches have failed. We cannot continue down a path that costs more and delivers less. Let me be clear, pouring more money into enforcement hasn't worked. Real safety comes from investment in our communities where children have places to go, where families can gather, where neighbors know each other. When New Mexicans talk about responsibility we mean caring for our neighbors. When we talk about family, we mean ensuring every child has a safe place to grow. When we talk about fairness we talk about neighborhood deserves investment not just wealthy ones. Las Cruces voters entrusted council with approximately \$11 million annually in GRT revenue. They didn't ask for band aids, they asked for lasting change. They want their children to walk to school safely. They want seniors to gather without fear. They want small businesses to thrive on streets that feel like home. Here is what the community is asking you to do. First prioritize GRT funding for community spaces, parks, recreation centers, libraries and youth programs in neighborhoods that have been overlooked. Second, invest in infrastructure that connects us, sidewalks, lighting, trails, and transit that makes every street welcoming. Third, measure success not by arrests but by community wellbeing, fewer violent incidents, more youth engaged, more families using public spaces. Las Cruces has always been resilient. We have navigated hard times together, but resilience shouldn't mean accepting less than we deserve. We deserve communities

Agenda Item #5.1.

where families can thrive. The research is clear and the voters have spoken. Now is the time for the council to lead. Invest in place, invest in people, invest in Las Cruces.

Diane Starbuck, Member of the Public said I am speaking for myself. Southwest Coalition for Life is a group from Texas that brings Texans to New Mexico to protest against a woman's fundamental rights to make her own personal decisions about pregnancy, contraception and abortions. On this past Saturday they held a rally to protest the new women's health clinic being built off of Lohman. I was dismayed to see the Mayor listed as a featured speaker. I feel that to speak at such an event titled as Mayor lends the impression that the city is against the opening of the women's health clinic. With health care already in a precarious state in New Mexico, why would you fight against a new clinic? Are you against health care for women or just part of the patriarchy that wants forced births? Mayor, I support your right to practice any religion you choose, however, I feel strongly about the separation of church and state. Using your position as leader of Las Cruces and speaking at religious rallies is a misuse of authority. Had I known this was your position of denying medical care to women, of denying women the right to make decisions about their own body I would have never voted for you. Many women of Las Cruces and I are so disappointed in your position and your actions. We thought we were electing a man who supported all of his constituents. Instead, we have someone who uses his position to push his religious views on all of us. In your speech at the event you stated, "I choose life." Well so do I. I choose the lives of women. If you don't like abortion don't get one. Regardless of what you think your God wants, you do not have the right to tell half of your constituents what they can and can't do with their bodies. Tell your Texas friends they are not welcome here. Women in Las Cruces do not need men from Texas coming here and trying to restrict our rights. In fact, we don't need any man to tell us how to live our lives. Do better.

Jim Hoerst, Member of the Public said Mr. Mayor, arise today to call for your resignation. Last Saturday you spoke at a rally sponsored by the Southwest Coalition for Life. One of the objectives of the event was to stop the construction of the women's health center, commonly referred to as the abortion clinic. Given that the right to an abortion is guaranteed in New Mexico law, affirmed by New Mexico Courts and aligned with the clear majority of New Mexican voters, that is a very difficult task. Because there is no democratic path to accomplish that goal, the so called right to lifers want to use an economic boycott against all contractors and suppliers providing services to halt construction at the women's health center. Mr. Mayor, your participation in an event sponsored by boycott organizers has signaled your support for the boycott. Mr. Mayor, I recognize your right to your beliefs about abortion. You have as much right to your opinion and the expression of those opinions as I do mine. What you don't have a right to do, Mr. Mayor, is to use city resources to leverage your opinions. That is what you have done, you should resign. Mr. Mayor, you have placed yourself in an impossible position. If you renounce your support for the boycott, you will be perceived as backing down on a right to life. If you don't renounce your support for the boycott, you will have a conflict of interest in the awarding of any city contracts for construction services even though you may only have a minor role in awarding such contracts. Again, Mr. Mayor city resources and influence can only be used in the city's interest. They cannot be used to advance your personal beliefs. That is why you should resign.

Leslie Woods, Member of the Public said the office of Mayor is not an easy one. The actions of the Mayor at the Southwest Coalition for Life rally was not acceptable though. Opinions and religious convictions are not the issue. Your use of the office of the Mayor is the issue. As you know or should know, the Southwest Coalition for Life is an organization economic boycott against contractors and suppliers for the women's health center. The office of the Mayor should never be used in an economic boycott without the city council's approval. The Mayor's participation in the demonstration showed the support of the economic boycott. If there was ever a case of religious prosecution in our day this is it. If those who supported the women's rights to choose were organized an economic boycott against the right to lifers, they would certainly cry religious prosecution. Yet the right to lifers are doing that very thing. You the Mayor also attempted to suppress the county demonstration against the so-called Right to Life rally when you told counter protestors to be quiet. They had as much right to be there making noise as the right to lifers had to be where they were and making noise. Not only did the Mayor try to suppress them but you did so under the color of law by confronting the counter protestors while accompanied by three police officers. The public use of officials should not be engaged in the suppression of freedom of speech under the color of law.

Sierra Amnister, Member of the Public said at a lot of these meetings I have heard adults complain about the delinquent youth while only asking for harsher punishments and more police. This is an ask backed by fear not data. The Center Juvenile and Criminal Justice says that this is about operational inefficiency not a lack of funding. Incarceration rates per arrests are higher today then on the tough on crime 90's even accounting for temporary Covid related reductions, 20-year analysis of California's 51 major cities shows that increase law enforcement budgets and personnel correlate with worse clearance rates and more crime. In New Mexico specifically despite \$380 million in state spending since 2021 to increase staffing crime rates have substantially fallen, we cannot justify spending money on a strategy that data proves is inefficient. I also heard at the last meeting a long list of all the roles officers have to play that they are being held to the highest standards, listing counselors and crisis intervention specialist. I think that was a really good point. Police who are spread thin have an increased likelihood of wrongful use of force incidents. Police officers should not be counselors. We should have counselors show up to situations that need a counselor. Inefficiency causes erosion of public confidence in law enforcement's ability to protect communities. If the police want to have a better relationship with their community, they need to ask the hard questions on what would actually make the community feel safer. Our youth are our responsibility. Juvenile crime does not just happen spontaneously. There are real intersectional issues that need to be addressed. I think that we should view cases of juvenile crime as a check engine light for us that something here isn't working. Instead of funneling funds into a carceral system that will cancel our youth telling them that they are not wanted and that we will not explore real solutions to these problems we need to invest in actual solutions, and I hope that we continue to invest in actual solutions. More funding to police is not an actual solution. We need to reject the notion that more spending will equal more safety. I took the time to go to the meetings for GRT and GO Bonds, the ones with the stickers on the boards and I tried to go to as many of those as I can and so did other communities. I saw those boards, I saw the stickers on the boards and there are

Agenda Item #5.1.

pictures of the stickers of the boards and what the community members want and so it can be hard to know what the general population wants at like these meetings specifically because they are during work hours, it is really hard to make it to these meetings but like especially those and anytime we hear about big decisions being made people really try to turn up to have their voices heard. So, it can be a real slap in the face to see the narrowed down list of proposed projects for the funding and see what ended up on that versus what stickers showed. So please do not vote to funnel money towards expanding in any way a system that is statistically failing to solve crimes, reject the notion that more spending equals more safety. Let's put funding to programs that support our youth and address the root causes of crime.

Spencer Taylor, Member of the Public said I am a former 15-year professor at New Mexico State and a current Master of Social Work. I would also like to speak on our plans for the use of the GRT funds. First and foremost, you have to listen to what the community has said. You did the work and I appreciate that and I think we all appreciate that and go out and listen to what we said in terms of what we want done with that money and we said that we want community third spaces, we said that we want resources, better water. We did not say that we wanted extended spending on police training and if that is not enough for you I would like to speak on some of the data. I have done some extensive research on what impact spending on police training does for communities. Among them is one source that stood out to me was an article that was published by Jessica Constantine in the Journal for Cultural Anthropology on a study which she states "I argue on scenarios instead, scenario training for officers translate fear through what I call officer safety time. The hegemonic temporal regime encourages police to 'think threat first, read danger is a subjective mood, and inhabit a hetero masculine inhabitation of state power'. I argue that scenarios deploy temporality and hail police as simultaneously threatened and threatening and more broadly cultivate the temporal orders of state violence and police while immunizing them against substitutive reform". If what we have asked for isn't enough, if the data isn't enough, we can ask have the police earned this spending or earned the spending that is being considered? I will say that personally as someone who is politically left leaning, a lot of us who are politically left leaning have had reason to be afraid of our law enforcement in this community over the past few years. First of all, I witnessed some of students including some of my former students at peaceful demonstration at New Mexico State University have police officers from LCPD throw them to the ground, on the concrete, I witnessed this. This is fact. I saw it with my own two eyes, five feet away. We have had police officers pointing scope rifles at our community during left leaning protest, safe peaceful protest in front of the library. We have had our Police Chief attend politically aligned meetings and encourage the transfer of our citizens over to the federal government, which we know is a major threat to our citizens currently. So, I would like to ask you please, take the GRT money and use it for public resources.

Jeremy Armstrong, Member of the Public said I live in District 2. I initially came up here to speak about how we are going to spend the GRT money but before I do that I wanted to say thank you to the Mayor, the Police Chief and everybody else who comes up here and represents your community. I have seen many of you at events. Some that I agree with, some that I don't but at the end of the day you represent everybody in this community, not just people you agree with, so I appreciate you

Agenda Item #5.1.

showing up to all of those meetings. On to the money. Chief Story, Chief Daniels, I think you both are doing a fantastic job. I remember back when this GRT increase was proposed, it was proposed specifically to increase public safety and I think by dedicating the funds where they have been talked about, I think we are doing that. You know I agree with a lot of these people. I love nice parks, I would love more things for our youth to do, I think that is great but I would urge you not to spend another dollar on a park until I can take my son to a park and not have to explain to him, don't touch the foil, don't touch the needles. Don't mess with the guy that is asleep under the slide. We need to fix those problems before we worry about where we can send these people. Right now it is not safe for me to take my son to the park unless I drive thirty minutes out to where none of the vagrants will go hang out and sleep because they can't get what they need out there but I appreciate you all for your time and I appreciate you all for everything that you are doing. I know a lot of people who feel the same way that I do, and they don't have the opportunity to be here. They have kids, they have jobs, they have things going on. They couldn't attend the Work Sessions or the other events that you had because they have kids that are in sports, they have kids that are actually doing something productive and as much as they would like to be here they can't so I am here to speak for them and I hope you all have a fantastic day.

Donna Stryker, Member of the Public said I am a member of the Citizens Academy right now, the Chief of Police has a program where citizens are randomly chosen if they apply. I have never learned so much about the law in my life. It makes really sad for our officers, how much they have to know. They practically have to be an attorney in order to be a police officer. I don't agree with everybody and everything they say but I do agree with the fact that everybody gets to have an opinion. I think it is very disrespectful to take all of their feelings out on the Mayor, right, wrong or indifferent he represents the city of Las Cruces. Just like it is disrespectful if someone is ugly to any of our councilors or Chief of Police or our City Manager or our City Clerk or City Attorney. We are adults. None of you has an easy job. Did you know when you signed up for it what kind of job this would be? Did you really understand how ugly and hateful and spiteful people could be? Probably not because you were thinking the best about humanity. I am going to continue to think the best about humanity and about our elected officials, whether I like them or don't like them, agree with them or not.

Indira Casnor, Member of the Public said I am an NMSU student and I am here to support my fellow NMSU cohorts, staff and people to really come from a kind of different direction. I am a little bit more in the middle. I can sometimes be conservative in my views. So, I am a perfect example of how it is not necessarily always left leaning that has concerns about the GRT. So that was brought to my attention, and my key thing is optics are everything. That seems to be the buzz word in politics nowadays. And despite any other topic and issues I think what is super clear here is that there was an opportunity for the community to speak out and express their desires of what they feel is important for the community and there was some added focus from I think it was the council that decided to allocate funding towards police or I think there was an extension of Elks or Del Rey, one of the large boulevards in our community and that initially was not voted upon by the members of the community as important. So, my key thing is really about explaining. Why did we make this decision as a council?

Agenda Item #5.1.

As a Mayor? To add these two items. I have military and police in my family so there isn't really a me against them situation rhetoric. It really just boils down to clarity, complete clarity as far as why those funds were allocated to something that appears that the community didn't vote for. So, I am maybe a small demographic of students that we just want to understand what the process is and why the council decided what they did because it appears that it is going against the people's voice and choice and decision and that is really all. So, I appreciate civil service. I appreciate the opportunity to speak to all of you and I hope we can get some answers because if not then the mob starts to get created and the pitch forks start coming out and it could just be misunderstanding so that is what needs to be clarified here.

Fred Miller, Member of the Public said I would like to provide a counter to the comment just made by Lori English. Flag code is not law. Each individual citizen has the right to disrespect the flag, step on it, to spill food on it. What matters more is what that flag represents, my right to disrespect that flag is part of what that flag represents and when the flag itself matters more than what that flag is supposed to represent, I see that as idolatress. So, when she took somebody's flag, I see that as simple theft. I don't think she had a right to do that and I hope more people understand that. It is about principles and ideals and not about physical things. It is when we respect or disrespect the flag and what we really want to respect is the ideals rather than the piece of cloth itself.

Josh Sutton, Member of the Public said I have been living in this beautiful town since February 10, 2021. I retired from the Air Force this year and about a year ago I opened a small retail and sport shop called Compa Skate Shop. I have been skateboarding for 25 years, and I have learned that the diverse collective of kids and adults who play with this stupid wooden toy are my people and I can count on them in every corner of the world to let me in and make me part of their family. When I drove here the literal first stop that I made was at the Las Cruces Skate Park. When I got there, it was 4 p.m. on a Wednesday and I found that there was a good mix of 20 kids, teens and adults all commuting together rolling around having fun, engaging in skating and also just hanging out. A few days later on a Friday I went down there and the park was literally at capacity with kids waiting outside to get in. People were there because it is free and accessible place for them to go practice their individual craft while hanging with friends, no coaches, no tee times, no mandates on team size, just an open well-lit safe space for kids, teens, and adults to exist and be. Since February of 2024, the 150 plus skateboarders in Las Cruces have been without our central meeting location to practice kick flips and show support and love to each other between attempts and to organize events like our now five times annual Christmas donation event and summer contests. What is happening at the park at 165 Walnut is tragic, but I applaud and appreciate the work Steve Bingham and his team at the Parks Department is doing to hold Spohn Ranch accountable for the sub quality work they did in rebuilding that location. It is the right thing to do but in the meantime, we are without a home and have been for over two years. The skate park at Sonoma Springs is wonderful and well-built, however it is not accessible to many of the at risk youth that would most benefit from it and it does not accommodate enough participants. At most the park can support 15 to 20 simultaneous users. I have been listening to these public input meetings for a few months and the thing I keep hearing is that juvenile crime is a big problem and heck yea it is. Let's give these kids smore

Agenda Item #5.1.

free cool accessible things to do. Studies across the nation over the last five years show a direct correlation of access to skate parks and a reduction in juvenile crime. As they say idle hands, and I guess in our case idle feet do the devil's work. There are no less than 10 tennis courts, 25 basketball courts, 20 soccer fields in this city and only one skate park and only addresses 10% of the need that exist for the skaters in Las Cruces. I have one ask which is a call to action, please in the coming fiscal year allocate about \$2 million to build a large regional skate park for the city and then smaller skate parks across the districts that would be accessible to kids that don't have the ability to commute to a large central location. The park at Sonoma Springs cost about \$400,000 to build and it took about 120 days to do it. With \$2 million we could create a large state of the art facility that could draw in tourism and support for types of events the old central park used to and create more parks across Las Cruces that are accessible free spaces for kids to congregate and stay out of trouble.

Stephanie Vargas, Member of the Public said I wasn't planning on speaking. I was really here to show support to the skate kids. As some of you might know I am a former city employee with the Parks & Recreation but that is where my heart lies with the youth and them being able to be accessible to things that they can do and can afford. I see you guys listening to the public comments and I am going to be honest this is something I probably miss is hearing that the people can come up and speak to you guys and tell you guys what they are passionate about but I also feel like it is an opportunity for you to actually listen and not check your emails or your phones or your messages or the things that you are doing, taking notes. These people have some important things that they want to share but I do want to support skateboarding. I am not a kid that gets on the skateboard at all, but Compas Skate Shop has been really something that I have seen our youth tag along with these kids and these adults that are showing them all these cool tricks and stuff. I normally focus out in the county area and I am seeing how those small skate parks are being used and this is definitely where the city can jump in and help the youth out a little bit, so I just want to show support for the youth programing and what we need to do for the kids.

Bryce Sowerds, Member of the Public said I am a Las Cruces skateboarder and educator. I graduated from NMSU last year after completing a residency at Centennial High School and while I have been seeking employment I have been working as a substitute teacher in the district every day and it has given me a ground level look at what kids are up to and what they would like to be doing and one thing I have noticed is that kids who are not involved in one of the main sports have very limited access to activities that challenge them and involve them in the community the same way that conventional sports do. Skateboarding is a great activity for this. However, kids need facilities that they can all meet up at in order to build their community and access to a skate park in Las Cruces as the situation is now is difficult. The old skate park has been closed for two years now as of tomorrow and some of the younger skaters that I know are able to go to skate in the new Sonoma location once a week if they can get a ride. When we first started advocating for a new skate park facility I was sixteen years old, and I remember skipping sixth and seventh period in order to come down here and deliver a statement. I am now 24 years old and graduated college and can now be teaching juniors in high school. With the original skate park remodel project still not being completed. It has been tough seeing how slow the progress and support has been from the city compared to other places in the region, but I am very grateful

Agenda Item #5.1.

that we have gotten the ball rolling since then and I look forward to seeing what can be done in the next fiscal year to support the skateboarders in Las Cruces.

Cass Ulibarri, Member of the Public said I am a student at NMSU. I am a junior. I was actually encouraged to come here by New Mexico Dream Team which I think is a little bit in the back over there. I am also a skateboarder and so this is a known proof that there is community here. I am a very active member of the community. I am at the library probably five times a week so the youth delinquency, we are at the library. I don't know where the delinquency is but I skate to the library. I am active with the NMSU school system and I try and advocate so if you see me around at protest, I am sorry in advance. I am very vocal. I am not very aware with everybody in the seats, but it is nice to speak with everybody, and it is good to see that the community is real people, and I love to see that everybody is here today. I would also like to mention that I noticed that the homeless population was brought up a few times, especially in regard to vagrancy and disruptions in the community and I would just like to say that those are real people. I know from experience with talking to them and asking them their name and taking them food. They are real people, thirty seconds of time is usually enough at a red light to stop and give them food, ask them how they are doing. Hi, I am sleeping under a bridge tonight, but you are the best part of my day so, I don't know I don't really see them as vagrancy. I have personal experience, my girlfriend was homeless. She came from New York and she is out here. She now has a New Mexico library card which I am very proud of because I influenced that. We are all at the library so I would like to see the GRT to at least go to some community projects and I would love to see it go to the community and I don't know, there is not a lot of teen vagrancy so I hope to see less cop action and more community based projects which would be so lovely and I am also with New Mexico Dream Team as well so if you see anything from us it is probably all of us but thank you so much for your time.

Christine Casillas, Member of the Public said I am the lead organizer for the Mesilla Valley Balloon Rally. We started this a couple of years ago. Our conservative numbers for the first year were around 6,500 for the whole entire weekend. This past year we tripled our numbers. There was a lot of attendees, and we expect to continue to grow through this next year. We are going to be at capacity at Field of Dreams for this year. We are looking at how to mitigate a lot of the safety issues that were brought up not only by the Fire Marshall and also by spectators. We are going to see what we can do to safely accommodate everybody at Field of Dreams this year. However, if we continue to experience the kind success that we have had with this, if the trend continues, we will need to find another place to hold this. Some of our plans for expansion include having more booths and vendors that address a lot of the problems that we see around town. There is a lot of great organizations out there that need a place to go out and say this is what we do. There is a lot in Las Cruces for kids to do. There are a lot of resources for people, and I would like to have this particular venue be a meeting place for those kinds of organizations. The other thing that we are planning on doing is including more schools for our Friday morning ascension so that way more kids who are not able to go to Albuquerque can see hot air balloons up close. There is so much that we are going to be doing and expanding this year. But I just wanted to let you know that I am very grateful to be a citizen in this wonderful, beautiful city. It is my hometown and I am very proud of it, so I wanted to say thank

4. ACCEPTANCE OF AGENDA

City Councilor Michael Harris moved, seconded by City Councilor John Munoz, to accept the agenda as presented.

RESULT:	Carried
MOVER:	City Councilor Michael Harris
SECONDER:	City Councilor 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 City Councilor John Munoz

5. CITY COUNCIL MINUTES

- 5.1 WORK SESSION OF FEBRUARY 9, 2026.
- 5.2 REGULAR CITY COUNCIL MEETING OF FEBRUARY 17, 2026.

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

- 6.1 RESOLUTION NO. 26-111: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO PURCHASE A BRASSTRAX ACQUISITION STATION AND PAG 800 STEREO ZOOM MICROSCOPE FROM LEADSONLINE, OF PLANO, TEXAS FOR \$269,189.26, PLUS APPLICABLE TAXES (PROCUREMENT NO. 25-26-091).
- 6.2 RESOLUTION NO. 26-112: 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.
- 6.3 RESOLUTION NO. 26-113: A RESOLUTION AMENDING THE FY2026 - 2031 CAPITAL IMPROVEMENTS PROGRAM.

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

- 7.1 RESOLUTION NO. 26-114: A RESOLUTION APPROVING GROSS RECEIPTS TAX INCREMENT FINANCING FOR THE EL PASEO AND SOUTH SOLANO METROPOLITAN REDEVELOPMENT AREA.

Blairre Flores, Economic Development Coordinator gave the overhead presentation.

Councilor Harris asked on a lot of those except for the Apodaca Lift Up area, every month was exactly the same, explain a bit why that was the case?

Blairre Flores said so again these are monthly averages that were collected. The data kind of aligns with the fact that we are not seeing economic growth month to month. They are pretty much the same. Tax and Rev did remove some points of data to come up with those numbers so one-time project expenses that don’t truly show the

Agenda Item #5.1.

monthly baseline across a year. They also removed the highest month and lowest month again to come to a true median in what a baseline would look like.

Councilor Harris asked when we are talking about setting the other baselines for the non-adopted MRAs, is that to save time in the eventual MRA process like we are going to start collecting the baseline now? What is the goal of doing that ahead of time?

Blairre Flores said part of the reason why we are only allowed to set baselines for unadopted plans is because without an unadopted plan the only thing we can do per MRA code is set the baseline. So again, we worked with Tax and Rev to collect that data over six months for all of them but also by setting the baseline now any growth that happens because of simply the awareness that it is an MRA that economic growth will be captured when we are able to begin the TIF. Also, the 20-year timeline of collection does not begin until we have submitted a resolution and an adopted plan to Tax and Rev.

Councilor Harris asked our 8 point whatever, GRT rate, the 75% of the increment is 75% of the absolute increase so the state is giving up some of share and the county is giving up a little bit of its share?

Blairre Flores said where we are right now is we are coming to the city to discuss our portion. This is kind of the first initial step so once we have this resolution, we provide this to New Mexico Tax and Rev they will start working on the city's portion of the GRT increments. Our next step will go to the County and begin working with them on the property taxes and then we will be requesting a portion of their GRT. The state just updated their requirements for requests for GRT. That is a little more complex. We are going to determine how to attack that but yes in theory we can as well ask for up to 75% of the County and state's GRT as well.

Councilor Corran said I don't completely understand. So, if the revenue, I in my mind am assuming you don't have to go down this path with me but I will get to a point at some point but in my mind the revenue steadily increases over time. The rate of increase might be varied but inflation, a myriad of things effects how we have take in GRT but pretty consistently it goes up baring any terrible things happening. If we use a baseline of this point in time right now, are we at all disadvantaging ourselves like maybe it would be a little bit more the next year right? You know what I mean, if we used this year's data instead, we are using the time period that you got from the Tax and Revenue folks which I understand also very suspicious of the fact that it is the same all the time. I would hope we don't have to have, oh my God we are behind, oh my God we are ahead, it's because we used an average. But is there any disadvantage to us seeing at this point in time we are basing these on this? The baseline could be higher next year. I would say the Mesquite one is the one that is most interesting to me and it is such a low amount which could be dramatically changed by some one economic change or one large business moving into the area and opening and creating new GRT revenue. Are we shorting ourselves in any way by setting the baseline now when in perhaps in a year that might be different or can you talk a little bit about what the timing of setting these baselines is as it relates to the

Agenda Item #5.1.

potential future income I guess is what I am asking?

Blairre Flores said one thing to consider is that each MRA is very different from the other so for example if we are just using Mesquite, that is a very different area in comparison to El Paseo. Number one, in size. Number two industry and the ratio of commercial versus residential. So, it is hard to compare apples to oranges in that sense and then also there is different industries in those areas. So, some create more revenue for GRT than others but in terms of setting the baseline I actually think that setting the baseline now before any additional economic development happens benefits the TIF and the city because right now it is stagnant so to speak where as we spread awareness there is opportunities to come in these areas which is very attractive for new development.

Councilor Corran asked we will be recouping hopefully up to the 75% going forward so the lower than perhaps what it will ever be in the future baseline doesn't harm us?

Blairre Flores said correct.

Councilor Bencomo asked I am curious if the downtown TIDD, like in the years it has been established if the baseline was ever changed? Or once it is change it is that forever? And the reason I ask is because similarly I was wondering right like the hope is that in five or ten years that we are building so much new GRT activity that that could potentially change so I am curious about the downtown TIDD, it stayed the same the whole time?

Blairre Flores said I am not overseeing the TIDD. I know that Chris Faivre was a huge part of that and continues to be a huge part of that.

Elizabeth Teeters, Economic Development Director said I have actually talked to Tax and Rev about this and the potential of turning the TIDD into an MRA. Like switching TIF out. Switching the TIDD to a TIF in the future and they said we can use the same baseline whenever that happens that is already established.

Councilor Bencomo asked did it ever change, the baseline that was established for the TIDD?

Chris Faivre, Community Development Director said no, the baseline was set I believe in 2006 or 07 and it has remained the since then.

Councilor Bencomo asked the TIDD is doing great, right? I mean I don't necessarily think it has been a negative thing?

Chris Faivre said in recent years we have seen a real uptick in revenue, I don't know that there has ever been discussions about readjusting that baseline but to this point no we haven't.

Councilor Bencomo asked not because it is not allowed?

Chris Faivre said you can always go in and relook at that at any point in time and there were some discussions early on but ultimately there was never any real attempt to but we certainly probably could if we wanted to, sure.

Councilor Bencomo said FYI, I am not suggesting it I am just curious about seeing this today obviously I was not here with the TIDD. So, seeing this today I just had the same concern that Councilor Corran had and that is really not a concern is it just curiosity.

Councilor Munoz said on page 11, I am still trying to understand the flat line, maybe the one before. So, I think Councilor Harris might of eluded to this but explain to me again January 25,900 and then February on is 19,528. So that anomaly is that seasonality that is kind of why that is different?

Blairre Flores said so we spoke to New Mexico Tax and Rev and we actually looked at this area specifically because we are in the RFP process for this particular area so this will be our next area going into planning. Yes, they account for the holiday season for that. Again, they were pretty diligent in digging through the raw data. They did send the raw data to us. It was a lot of information, but we got to see the industry breakdowns of how these numbers came about and this area in particular they went through and there was some invoices that were paid for minor construction. They were like that is really going to affect the baseline when it was a onetime expense so they pulled that out but they did keep in January and that had a lot to do with the holidays in that particular area but then the remainder of the year pretty much looked about the same.

Councilor Harris said when we are taking our 75% of the increment, we are getting 75% of what is above the baseline in the future, and we are putting it into a special fund to do stuff in the MRA. So, I just want to be clear that it is to our advantage to have the baseline as low as possible and to not ever adjust it upward?

Blairre Flores said that is correct.

City Councilor John Munoz moved, seconded by City Councilor Johana Bencomo, to suspend the rules to suspend the rules to listen to items 7.1 through 7.6 concurrently.

RESULT:	Carried
MOVER:	City Councilor John Munoz
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 City Councilor John Munoz

City Councilor Michael Harris moved, seconded by City Councilor Becky Corran, to Approve Resolution No. 26-114.

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 City Councilor John Munoz

7.2 RESOLUTION NO. 26-115: A RESOLUTION APPROVING GROSS RECEIPTS TAX INCREMENT FINANCING FOR THE WEST PICACHO AND MOTEL BOULEVARD METROPOLITAN REDEVELOPMENT AREA.

City Councilor Michael Harris moved, seconded by City Councilor John Munoz, to Approve Resolution No. 26-115.

RESULT: Carried
MOVER: City Councilor Michael Harris
SECONDER: City Councilor 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 City Councilor John Munoz

7.3 RESOLUTION NO. 26-116: A RESOLUTION APPROVING GROSS RECEIPTS TAX INCREMENT FINANCING FOR THE APODACA AND LIFT UP METROPOLITAN REDEVELOPMENT AREA.

City Councilor Becky Corran moved, seconded by City Councilor Michael Harris, to Approve Resolution No. 26-116.

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 City Councilor John Munoz

7.4 RESOLUTION NO. 26-117: A RESOLUTION APPROVING GROSS RECEIPTS TAX INCREMENT FINANCING FOR THE EAST OF SOLANO NEIGHBORHOOD METROPOLITAN REDEVELOPMENT AREA.

City Councilor Becky Corran moved, seconded by City Councilor John Munoz, to Approve Resolution No. 26-117.

RESULT: Carried
MOVER: City Councilor Becky Corran
SECONDER: City Councilor 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 City Councilor John Munoz

7.5 RESOLUTION NO. 26-118: A RESOLUTION APPROVING GROSS RECEIPTS TAX INCREMENT FINANCING FOR THE MESQUITE METROPOLITAN REDEVELOPMENT AREA.

City Councilor Becky Corran moved, seconded by City Councilor Johana Bencomo, to Approve Resolution No. 26-118.

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 City Councilor John Munoz

7.6 RESOLUTION NO. 26-119: A RESOLUTION APPROVING GROSS

**RECEIPTS TAX INCREMENT FINANCING FOR THE AMADOR PROXIMO
AND SOUTH METROPOLITAN REDEVELOPMENT AREA.**

City Councilor John Munoz moved, seconded by City Councilor Johana Bencomo, to Approve Resolution No. 26-119.

RESULT:	Carried
MOVER:	City Councilor John Munoz
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 City Councilor John Munoz

8. BOARD APPOINTMENTS

- 8.1 COUNCILOR MCCLURE REAPPOINTS SCOTT KAISER TO THE PLANNING AND ZONING COMMISSION.**
- 8.2 COUNCILOR HARRIS REAPPOINTS JANET ACOSTA TO THE PLANNING AND ZONING COMMISSION.**
- 8.3 COUNCILOR CORRAN REAPPOINTS KENT THURSTON TO THE PLANNING AND ZONING COMMISSION.**
- 8.4 COUNCILOR HARRIS REAPPOINTS JESSICA STREETER TO THE LIBRARY BOARD.**

8.5 MICHAEL MASUCCI

City Councilor Michael Harris moved, seconded by City Councilor Becky Corran, to appoint Michael Masucci to the Airport Board.

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 City Councilor John Munoz

8.6 DAVID MOFFAT

City Councilor Michael Harris moved, seconded by City Councilor Johana Bencomo, to appoint David Moffat to the Airport Board.

RESULT:	Carried
MOVER:	City Councilor Michael Harris
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 City Councilor John Munoz

8.7 PAUL NIELSEN

City Councilor Johana Bencomo moved, seconded by City Councilor Michael Harris, to appoint Paul Nielsen to the Airport Board.

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 City Councilor John Munoz
--------------	---

8.8 WESLEY BAKER

City Councilor Johana Bencomo moved, seconded by City Councilor Michael Harris, to reappoint Wesley Baker to the Airport Board.

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 City Councilor John Munoz

8.9 KELLY BROOKS

City Councilor Becky Corran moved, seconded by City Councilor Michael Harris, to reappoint Kelly Brooks to the Transit Board.

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 City Councilor John Munoz

8.10 MICHELLE CARBAJAL

City Councilor John Munoz moved, seconded by City Councilor Johana Bencomo, to reappoint Michelle Carbajal to the Transit Board.

RESULT:	Carried
MOVER:	City Councilor John Munoz
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 City Councilor John Munoz

9. NOTICE OF PROPOSED ORDINANCE(S)

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

9.1 COUNCIL BILL NO. 26-017; ORDINANCE NO. 3109: AN ORDINANCE AMENDING CHAPTER 24, PROCUREMENT CODE, OF THE LAS CRUCES MUNICIPAL CODE.

Council agreed to bring it forward.

9.2 COUNCIL BILL NO. 26-018; ORDINANCE NO. 3110: AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF LAS CRUCES, NEW MEXICO GROSS RECEIPTS TAX IMPROVEMENT REVENUE BONDS, SERIES 2026 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$22,150,000 FOR THE PURPOSE OF (1) CONSTRUCTING, PURCHASING, FURNISHING, EQUIPPING, REHABILITATING, MAKING ADDITIONS TO OR MAKING IMPROVEMENTS

TO PUBLIC FACILITIES; (2) CONSTRUCTING, RECONSTRUCTING, RESURFACING, MAINTAINING, REPAIRING OR OTHERWISE IMPROVING STREETS OR ROADWAYS AND CONSTRUCTING DRAINAGE IMPROVEMENTS; (3) ACQUIRING AND EQUIPPING PUBLIC SAFETY VEHICLES; (4) FUNDING THE RESERVE FUND FOR THE SERIES 2026 BONDS; AND (5) PAYING THE EXPENSES RELATED TO THE ISSUANCE OF THE SERIES 2026 BONDS; PROVIDING THAT THE SERIES 2026 BONDS WILL BE PAYABLE AND COLLECTIBLE FROM THE REVENUES DERIVED FROM (1) A FIRST LIEN, BUT NOT AN EXCLUSIVE FIRST LIEN, ON THE 0.3250% MUNICIPAL GROSS RECEIPTS TAX IMPOSED PURSUANT TO ORDINANCE NO. 3072 AND (2) A SUBORDINATE LIEN, BUT NOT AN EXCLUSIVE SUBORDINATE LIEN, ON THE 0.50% MUNICIPAL GROSS RECEIPTS TAX REVENUES IMPOSED PURSUANT TO ORDINANCE NOS. 385 AND 427; DELEGATING AUTHORITY TO THE CITY MANAGER AND CITY FINANCIAL SERVICES DIRECTOR TO EXECUTE AND DELIVER A PRICING CERTIFICATE AND BOND PURCHASE AGREEMENT FOR THE SALE OF THE SERIES 2026 BONDS TO THE PURCHASER.

Council agreed to bring it forward.

10. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

10.1 COUNCILOR MCCLURE

I agreed with I believe it was Ms. Casnor who talked about the education process that we should be doing as council. I feel somewhat remiss about it myself but I think that during the budget process and given that it wasn't filmed, you can listen to it if I remember correctly there was a really good one on CIP on how many ongoing projects we had and I don't think the public in general knows that we are still working and finding funding for a lot of projects that have been going on for a while. Since some of us even got here. So, when the public wonders, how do we make the decisions on what we choose to give funding for? A lot of it is kind of outside our control because those things have already been going on. Some of them are Utilities' projects. I am hoping that some were struck by the fact that less than a mile of road was \$6.1 million. So, a lot of those things when we think about what that looks like I am wondering if we can get her to give that presentation in here and I also want to say that the department updates are really helpful. I appreciate that a lot too.

The other thing that I want to talk about is Councilor Bencomo and I had a really good meeting with CYFD and our YDD program at the city, the Youth Development and Diversion Program. And CYFD kind of maintains the monies for the continuum, Juvenile Justice Continuum. There is \$83,000 for the possibility for a gun and violence program and initiative. So, we kind of, Councilor Bencomo and I kind of investigated what that looked like in Bernalillo and it might need to be something different for Las Cruces. So how do we do that? Kind of like the way we have to do that with road. I know it sounds terrible, but we have to do a study. We have to do a needs assessment for that here in Las Cruces but more importantly we have to get the youth involved. They are here, they are showing up but we actually need to hear what this looks like. I was encouraged by one of the gentlemen who said I am a substitute teacher and I am hearing things that I never thought and how can we involve them in

Agenda Item #5.1.

this. What I would like to see is if other councilors be interested in not only matching but seeing if we can get \$100,000 to make a good healthy needs assessment for this program so that programing is something that works, something that is realistic, how it influences young people's lives but also realities of being around guns. Gun safety, how can we involve LCPD in that way? How can we involve other stakeholders but stakeholders always feels very empty. It has to be the youth. So, I am just going to challenge my other councilors to say would you be interested in supporting that? That we can be able to do this through the continuum and make some change happen.

10.2 COUNCILOR MATTIACE

I just needed some assistance or help from maybe Chief Story or Animal Codes. In the Frank O'Papen area, that is where the District 2, Kathe Stark mentioned that almost 40 cats have been terminated. So, I would like to see if there is a possibility we could have camera surveillance put into that area? Maybe increase patrols. See if we can catch, I hate to use the word cat killer, sounds crazy but that is quite a lot of animals that have been abused in that area so is there any help that you can offer?

On the support for what Cassie brought up on gun safety. I would definitely support something like that and thank you for bringing that up Ms. McClure and Councilor Bencomo

10.3 COUNCILOR HARRIS

One, I would like to thank the state legislature and the Governor for passing and signing SB40. I think once again Las Cruces has served as a model of our policy around data collection and the state has taken that up and largely made what Chief Story and Las Cruces has already made in our policies into state law. I am still concerned about specific systems that we run and how much we can trust them to actually abide by those policies and how much control we have to force that. So, I think that is an ongoing conversation.

I am personally highly in support of new medical services, and I am glad to see Ocotillo finally starting to get off the ground with construction. I know that was a big push from the state. We got a lot of money allocated to it and I am happy to see it getting off the ground even though it is right next to District 3 and badly needed services.

Also, we went on a tour with Mayor Pro Tem Munoz of the Amador, to see that restoration project. It was very interesting to see all the history there and get that presentation. I am glad that that organization is chasing all of the grant funding that they can get and it will be exciting to see it get completed

I would also like to echo my support for gun violence prevention program, and I think that is excellent and much needed. It would be great to see the presentation on our CIP projects kind of in a more public format and maybe formatted and presented a little more for public consumption. We saw it very good and I think that is a great education piece that we can see. The department updates have also been excellent. I like that new format to the meeting.

10.4 COUNCILOR BENCOMO

March 31st is our District 4 meeting at 6 p.m. at MacArthur. I really wanted to thank our Constituent Services team, Scott and Catrina, for helping me set this all up. So just to reiterate, March 31st, District 4 Community Meeting at MacArthur Elementary Community School at 6 p.m. We will have different departments there, obviously I will be there, but you folks can come and ask questions and have a conversation with myself and any of us that will be there.

Thank you, Councilor McClure, for starting us off on \$100,000 ask for the gun violence intervention program. I think as a city if because we are talking a lot about juvenile crime and youth involved crime that we really have to also have a strong commitment to what it looks like to provide alternatives to detention, evidence based programing and frankly if you, colleagues if you haven't visited Youth Diversion Program, please go visit them. They are doing magic over there with their limited resources, and I know that they can't do it all and that is why this ask is really to supplement their work. I think they would be incredible leaders in helping to create what this design and exploration model can look like if we get this passed in the budget but they are doing incredible work and I am really excited to be working with Councilor McClure and all the folks that we have been in conversation with about this so thanks everyone for naming their support for that and I certainly hope to see that in our budget as we move forward.

I wanted to bring up some concerns that from the Las Cruces Utility Board to this council and certainly to our City Manager. At our last meeting last week, we had some conversations regarding a couple of things that we want to bring concerns to you all about. We know that there has been a cost allocation audit conducted between the Las Cruces Utility, which is an enterprise fund that lives outside of the general fund budget which is another in terms of education is a really important piece to educate the public but some staff as well. I think staff in the city, finance staff about how Las Cruces Utility operates and I think just having a more clear understanding about the challenges and barriers and we are a partnership, public utilities should be protected at all cost and so we should really be a partner. The cost allocation in the past that Las Cruces Utilities has provided back to the GRT has been about \$5 million already so we want to make sure that we are having fair negotiations if you will about that will continue looking forward. I raised the concern that council a couple of weeks ago voted to reduce the funding in the Griggs-Walnut Grand Water Plume Superfund. The rest of Las Cruces Utility Board expressed similar concern that funding was cut in half and the importance of that being fully funded is imperative to the public health of our community so I wanted to make sure that staff, City Manager and council that we are all looking at the possible implications of that and perhaps revisiting them. I had also raised concerns about the Utilities being asked like many other departments were asked to budget up to FY25, the Las Cruces Utilities can't do that. Las Cruces Utilities has to budget to capacity to be able to provide services to our customers and to ensure that we have a well-functioning utility. I just wanted to make sure again to the City Manager and staff that there is just a full comprehensive understanding of how the Utility works and why we must continue to protect our public utility. Those are just a couple of things that I wanted to share from the Utilities Board last week.

Agenda Item #5.1.

I wanted to mention publicly that Dennis Knox from MMC emailed everyone on City Council and the County Commission asking for individual meetings. I responded and included Mayor Enriquez, I included our City Manager, I included the County Manager and the Chair of the County Commission in my response that I think this request is actually incredibly inappropriate and should not be happening. Obviously, you can do what you wish but I do think it is incredibly inappropriate for MMC leadership, Life Point leadership to be meeting individually with members of the governing body and doing individual negotiations. I do not think it is appropriate and my ask would continue to be that MMC and Life Point leaders come to a public meeting and give us all the same information at the same time. So that is just something I wanted to note here today because I believe strongly that that is an inappropriate ask from MMC to meet with individual members of the governing bodies.

My last thing since it is the last public meeting where I can share council comments before Women's History Month ends, I am sure many of you know this but I promise I have a point and the last 100 years these are some of the things women have won. In 1920, the 19th Amendment was ratified giving white women the right to vote nationwide. In 1963, the Equal Pay Act made it illegal to pay women less than men for the same work, but we of course know that continues to happen. In 1964, black women especially were vital to the passing of the Civil Rights Movement. In 1965, the Voting Rights Act gave people, of color women of color the right to vote. In 1973, Roe v. Wade recognized the constitutional protection for abortion rights. In 1974, Equal Credit Opportunity Act allowed women the right to obtain credit and loans without a male co-signer. In 1994, the Violence Against Women's Act was adopted, federal legislation addressing violence against women. Skipping forward to 2018, a record number of women are finally elected to Congress. In 2021, Las Cruces elects an all-women City Council. In 2024, New Mexico becomes only the second state with the majority women legislature in the country. Women hold majority in both chambers with a strong representation of women of color making it one of the most diverse in the country. Yet in 2026, I have less right than my mother and my stepdaughter is about to have even less rights than I did. Major gains for women over the past century like voting rights, reproductive autonomy, workplace protections and educational quality are currently being challenged by legislation, court rulings or policy proposals. The proposed Save Act is set to re-write voting right protections as we know them. One major provision will disproportionately affect married women whose names have changed because their current name may not match their birth certificate. Roe was overturned in 2022, 21 states have subsequently enacted bans placing political control over women's bodies. A roll back in Title 9 protections of how sexual harassment is handled on college campuses and there is now legal challenges to pregnancy accommodations. So, to repeat the current political landscape is seeing a wave of policy battles disproportionately impacting women and parents all the while for over four decades more women than men are voting in elections nationwide, wages have remained stagnant, even worse for black and indigenous and Latina women. Childcare is more expensive than ever, violence against trans women is on the rise, rape kit testing backlog is more than 600 in New Mexico alone estimated 1,400 rape kits have passed the 180-day testing target required by law. Maternal mortality rates in the United States are shamefully high with one of the highest mortality rates among wealthy nations. New Mexico has even more alarmingly high rates. Higher than the US average, 80% of maternal deaths are considered preventable in New Mexico with

Agenda Item #5.1.

indigenous and black women facing higher risks. There are maternal and parenting care deserts all across New Mexico. So, this all made me think about that great quote, if you are not outraged then you are not paying attention. Enter the Ocotillo Sexual and Reproductive Health Care Center right here in Las Cruces, an innovative comprehensive reproductive health care center serving Southern New Mexico, working to increase access to quality health care in our region. I am proud to support the Ocotillo Center because frankly we deserve that kind of care and I am really grateful for the coalition of organizations that made it happen in a time where the wellbeing, the political power and the health of women is being threatened across the country I would hope our colleagues, our husbands, our partners, our friends, our allies would be as outraged as we are. Regardless though we will keep fighting as our mothers did and their mothers before them.

10.5 COUNCILOR CORRAN

That was fire Councilor Bencomo. I second both her outrage and her ongoing and perpetual support for women's rights and trans and binary folks' rights. I admire you wildly. I also support Councilor McClure and Councilor Bencomo's efforts to think about youth and gun violence. I have heard from constituents that they are worried about their grandchildren in a lot of cases, children and neighbors who are sort of in this environment in a new world of communication, access to guns and a number of things that are sort of they are struggling through in our community. So, I support that effort that you all are taking in. I am going to quickly pivot to gratitude to city staff who helped put on our community meeting last week related to traffic safety. It was really well attended. I think only about half of the people are people that I knew personally and the other half are people that came as a result of Catrina Godinez and Scott Rogers excellent work enduring community outreach for this meeting and organizing a group of city staff and other staff, Andrew Wray, Katrina Proveghi from the Metropolitan Planning Organization, who presented really interesting data about the most dangerous intersections and dangerous places in District 5, very powerful information to share with folks, Lt. Austin from LCPD who shared some of the new things that the force is doing to address traffic safety and community. Jimmy Moreno and Vanessa Morales-Romero from Public Works who talked a lot about ways that we are thinking from an engineering perspective and Chris Faivre who is really talking about community development and the ways that we are moving forward and thinking about how our community continues to grow and so those staff put it out there in the evening last week and I really just want to express my gratitude and being really impressed and proud to work within the city and folks who really bring their A-game and care about community and what the community is thinking about. So, thank you to everyone who worked on that and those of you who organized it and the folks who attended it and great inputs and participation. I will let Councilor Bencomo's good words carry for the rest of the day.

10.6 COUNCILOR MUNOZ

I wanted to take this time to thank Chris and the Community Development team for the tour and support we had this last week. I appreciate the process improvements and the hard work that you and your team are providing to the citizens of Las Cruces. So, thank you. I also wanted to thank, Councilor Harris and I attended the Amador Hotel. A lot of history there and it is very important I think, iconic piece of Las Cruces. I know that there was heavy lifting when the pyramids of Mexico and Central and

Agenda Item #5.1.

South America, when the Coliseum in Italy was being restored, there is heavy lifting. That is part of history, and I hope that we encourage the Amador team and encourage our city employees to also help out as much as we can so that 100 years from now, 300 years from now, generations understand from where we came and how Las Cruces came to be. The story of Martin M Amador is very interesting.

I also wanted to thank the city staff for their hard work in putting together letters and proposals for federal funding. Those are resources that our city needs, and I wanted to thank the city team for doing that as well.

10.7 MAYOR ENRIQUEZ

Last week I was in Washington DC, so I got a chance to meet with Senator Heinrich, Senator Lujan, good conversations/dialogue about things that we can do in Southern New Mexico and also requesting and looking for funding for our Young Park, septic tank removal, mobile cameras for police and the rehabilitation and remodeling of Fire Station 1. Those were some of the items that were on our list of priorities to get funded, and we had some good discussions and dialogue with them.

I do want to answer on Saturday's event. It was a March For Life event that took place and I was invited to that. No different than I was invited to Career Day at Columbia Elementary and other things that I get invited to. I am not going to deny my faith or belief and my script has not changed. I am for public safety, economic development and quality of life. So yes, I choose life. But the issue and the reason I was there was to update and share with them the incident that we had at Burn Lake where an infant was born and Fire recovered from the porta potty and what are we doing now and how are we doing moving forward? And one of the things that we have done and it is state funded is a Safe Haven Baby Box that will be located in Fire Station 1 and hopefully we will get in latter June or July. And that Safe Haven Box is one that if somebody does have a child or has a baby and does not want to keep it they can surrender it legally to the hospital, the Fire Department, to law enforcement but this baby box is a safe haven. There is no blame, there is no shame and there is no names. So, it is just a way of what we are doing in the city and that is what I shared with that group, and I was invited to speak at that event.

The other thing that I want to say on gun violence and the youth, I am all in support of that as well, as March 21st will be our year since the Young Park shooting, where it was detrimental and tragic to our community. One of the things though I want to congratulate is our Las Cruces Public Schools for getting \$3 million and thank the Governor for allocating \$3 million for the CTE Program. That is the Career Technical Education Program that if education isn't for everyone there is vocation, but we need our kids to go to school. We need to protect them from violence and things of that nature and also Councilor McClure, thank you I am on board with that and anything that we can do for our community and we will continue.

11. CITY MANAGER REPORT

11.1 IKANI TAUMOEPEAU

I just want to make the announcements that our Police Department completed our

Agenda Item #5.1.

onsite CALEA assessment, which stands for Commission Accredited Law Enforcement Agencies assessment. This is a gold standard in the nation. About 4 to 5% police agencies accredited and this is something that is a high honor to have so I just wanted to share. It pushes everything that you would expect from a police department. The last step before receiving our accreditation is to appear before the CALEA Commissioners in July and answer questions during an oral assessment. This process has been underway for over three years, and we are very close to achieving our accreditation goal and I just wanted to give kudos to our team working on this accreditation and to Chief Story and the crew. Thank you for your hard work on that and we will keep you posted. We will keep you posted and let you know how this assessment finalizes and gets going.

12. ADJOURNMENT

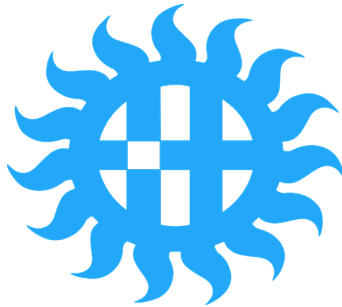
12.1

City Councilor John Munoz moved, seconded by City Councilor Michael Harris, to adjourn at 3:30 p.m.

RESULT:	Carried
MOVER:	City Councilor John Munoz
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 City Councilor John Munoz

Mayor

City Clerk



MINUTES

Work Session

Monday, March 23, 2026 @ 1:00 PM

City Council Chambers, City Hall

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

ABSENT:

1. AGENDA ITEM

1.1 FISCAL YEAR 2026-2027 BUDGET REVIEW.

Lesley Doyle, Finance Director gave the overhead presentation.

Councilor Mattiace said if you go back to page 4, you made a comment right after looking at Youth Out of School Time Program, that it is quite expensive. Sometimes I like to see how many people are reached based on the expenses. Sometimes it looks expensive but if you are reaching 15,000/20,000 children, then you do a little bit of division then it doesn't become too expensive. Maybe if you could just give me a breakdown if you have time? The impact, how many people are we serving when we spend so many millions.

Lesley Doyle said absolutely that is information that we will get for you. Maybe it won't look quite as expensive in that way.

Councilor Harris asked I had a question on slide 6, so the gross receipts tax here this amount includes the increase that we are seeing that we have been talking about or is that somehow accounted for separately?

Lesley Doyle said no, this is accounted for separately. This is general fund only. That GRT is actually a special revenue fund so it is in a completely different fund that we will be bringing detail for which I believe on the 6th.

Agenda Item #5.2.

Councilor Harris said on 7, just because debt service is on here, I think something that came up at Budget Retreat is not rolling the next set of bonds. Does that impact things for 27 or for 28?

Lesley Doyle said it does not have a huge increase this year because again we have to roll those bonds off. Once the debt is paid for, we will see a larger increase, but it is not something that you would see really an impact of in fiscal 27.

Councilor Corran asked I think the JPAs are in other also or clarify, I guess?

Lesley Doyle said the operating, that is actually included in the \$52 million.

Councilor Bencomo asked just for the public so that folks are clear can you talk a little bit more about why the new GRT funding that the voters approved lives outside of this?

Lesley Doyle said the GRT that was just recently passed, has a very specific use that we can use and so we do isolate it as a special revenue fund so that we can ensure that that is used for what the voters intended it for.

Christine Rivera, City Clerk continued the overhead presentation.

Mandy Leatherwood, Communications Director continued the overhead presentation.

Michael Daniels, Fire Chief continued the overhead presentation.

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

Steve Bingham, Parks & Recreation Director continued the overhead presentation.

Jimmy Moreno, Interim Assistant Director Public Works continued the overhead presentation.

Carol Brey, Quality of Life Director continued the overhead presentation.

Adrienne Widmer, Utilities Director continued the overhead presentation.

Councilor Harris said the first question since you are already up and I guess it is the elephant in the room our general fund incomes are less than our general fund expenditures by quite a bit. So, what more of that should we be concerned about?

Lesley Doyle said yes, that is definitely the elephant in the room and something that I have been working close with my team as well as the City Manager on what that will look like going forward. So, we have done budget reductions both this year in fiscal 2026 as well as people submitted budgets for draft for proposed 27. We did go back and ask them to reduce those. We are continuing to look at transfers and where we

Agenda Item #5.2.

can reduce those you mentioned debt. That is a huge part of our transfers and unfortunately until that debt pays off, we aren't going to reap the benefits of that. There are lots of things that we are looking to do in fiscal 27. We don't fully have those flushed out yet and when we do sooner rather than later because I hear you when you say it is definitely the elephant in the room but there are a lot of different avenues that we are working on. I will say that we have made a lot of progress in that line that we talked about at the Budget Retreat. That is kind of crossed where revenue did not match expense. We are much better in this budget as well as in this fiscal year. So, when I bring that to you next time, God willing that line will look much different. All of that to say I promise we are addressing that.

Councilor Harris said that is good and I just want to make sure that everyone understands that we all know that those lines are crossing and we are trying to not have that situation because that is not good. My next question I think is for Christine, we will just go in order. You said the major thing is for police body cam footage and I have personally seen starting to cross my Instagram and YouTube feeds channels that are kind of slop that are kind of gawk at this body cam footage that we got from random police department. Are we seeing a bunch of that from us?

Christine Rivera said yes, we are seeing a huge uptick in requests from YouTubers and TikTokers requesting video. We have a huge amount of requests for that right now and it is becoming difficult to balance those requests over a citizen requesting a police report for an accident. So, it is becoming very difficult for us to manage.

Councilor Harris said the public has a right to get documents and there are important requests and there are other kinds of requests too so that is unfortunately we are in an unfortunate position because of the state law on that. You mentioned that PD does some of the redacting? Are they able to do most of the redacting? Is it shared by you?

Christine Rivera said PD does redactions for their documents and their videos. Then we receive them and we kind of make sure that all of the correct exemptions were applied and if there is any correctios that need to be made then my team does that. My team focuses on just all the other city requests so they are redacting all of the other city requests.

Councilor Harris asked do we have many duplicates? And does that result in duplicate work and half duplicates, or if somebody says give me all the body cam footage from 2025 and someone says give me this specific case, do we have a portal? How do people go and maybe find some of that stuff that is already been released?

Christine Rivera said we don't have a portal really where we make that available for everyone to go view. What we do is get their request and we will get for example multiple requests for an officer involved shooting and then we have to reply to every single request, and we have to provide the exact same stuff that they are requesting to every single request. So, if they are requesting thirty body cam videos we have to go through every single request and send them a link for each of those videos.

Councilor Harris asked you can handle them all the same it is just copy and paste to

Agenda Item #5.2.

all the people that are requesting that?

Christine Rivera said correct.

Councilor Harris said the amount of hours and the work that is to be done, I think that is like 5 FTEs worth of time and we are kind of required by state law to do that lest we incur financial penalties.

Christine Rivera said I only have right now 3 FTEs in my department working on IPRA requests and PD has I believe 5. So, we are down a little bit.

Councilor Harris said Mandy on slide 9. Are we paying for a lot of ads to push our stuff on Facebook and Instagram, and YouTube? And the other part of the question is are we seeing that those ads are worthwhile? Because personally in the industry I am in and things I follow the ads seem maybe like an expense that could be cut.

Mandy Leatherwood said yes, we do have funding behind, not all of our social media posts and a lot of things are organic, but we do certain things that we want attention on we will put money behind. I would say it is probably one of the least expensive types of advertising that we do and we do get good return on investment. Often times when I pull analytics, when I pull the top posts or videos the ones that we put money behind consistently come at the top because they have more views because we have paid for them to be there.

Councilor Harris asked are we tracking conversion from post to whether it was boosted or not to something actually occurred, like a person showed up for a thing? I know that is a very difficult thing to track but.

Mandy Leatherwood said yes, we are and I will just anecdotally tell a story of the Neighborhood Leadership Academy. We have seen a dwindling number of applicants. This year we did a video, we paid money, which we had 50 applicants, which was the most we have had as long as I have been working with it. It is working when we are targeting those types of projects.

Councilor Harris said Chief Daniels, I think you mentioned all of us are very pro LIGHT and MIH, that is a huge problem in the community, and I am glad we are working to solve it. You mentioned that we were kind of dependent on a facility but that is the main barrier to expanding the number of calls that can be addressed and I know we have been talking about that facility and accepting grants for it. So, I just wanted to make sure that is really the kind of the main barrier?

Chief Michael Daniels said that is correct. The facility right now and when we did our tours at the station, we have our entire MIH and LIGHT team crammed in a classroom that has some cubicles built into it and a couple of offices that were transformed. So, space is a very, very big issue right now for us so expanding the program wouldn't be pragmatic until we have that facility in place which is fully funded. We are just going through finishing up historic preservation. That just got done and now we are in the waiting period, but we are actually at a point now where Public Works is going to be

Agenda Item #5.2.

moving forward with trying to get a contractor for demolition and to build the station. That should align well with our hopeful projected growth.

Councilor Harris asked something else you said was trying to do more integration with between 988 and 911 and I have actually been sort of on the other end of one of those calls where somebody called 988 and then 988 was like we need to help this person and they reached out and eventually got back to me in my private capacity trying to locate this person to find them which is quite a desperation from just being able to call police and they said that they tried to contact police and work with them and it just wasn't working out so they were trying all of these other avenues. So, I would be interested to know what a little more about that?

Chief Michael Daniels said 988 doesn't integrate necessarily with the 911 system. They can transfer to 911 but we don't really see good communication through the two and what that leads to is communication breakdowns between the crisis response teams that are in the community. So, I know FYI and Allison have talked and the goal is to get them together and go what truly is our capacity and where do we have gaps in these response times? Whether it is 911 or 988 and really what we have to figure out is through the MVRDA system. If our LIGHT team is out of service and it is non-urgent, right, the person is not actively harming themselves or others but they are in a variation of crisis and they need services, is it appropriate for us to try to get that call into the 988 system as opposed to sending PD officers, a fire truck and transporting them to an ER where they are likely not going to get the care or services that they need when we could have gotten. Crisis Triage is beneficial in that. We are somewhat destination agnostic in that on the private ambulance model what we would have experienced is this reluctance to maybe transport to a facility like that because it is non-reimbursable. For us that is not the important thing. The important thing for us is ensuring that a person gets to the appropriate level of care so we will transport directly to the Crisis Triage when we can and that is an available service in the community that is really just starting to pick back up because of how it has ebbed and flowed in its service capacity.

Councilor Harris said Natalie, I am hugely in favor of the Emergency Handyman and the Home Rehab programs and would definitely be interested in, I know this is another thing that is hard to quantify but kind of our ROI on that. Like if we are able to help somebody fix the problem, what is our best guess on how much that has saved the system as a whole? Have we kept them out of needing other services you know because we helped them fix some problem?

Natalie Green said I believe we are about 45 people that we have helped. Some of them have fixed an immediate issue so it was an ADA or a water heater issue. We have done patching of a roof coating and that helped a permanent issue. Many of the things that we are seeing is like a life safety issue. We are able to provide temporary air conditioner in partnership with MIH so they identify clients who are at risk of heat related incidents so we see that as the win that we are preventing potential heat related death, but we can start looking at some of those data points to quantify in the future.

Agenda Item #5.2.

Councilor Harris said I know that we have started doing that in response to actual deaths and so I think that it is important to keep in mind for the community that like this isn't something where we are like oh, this would be fun to provide. It's like no, people really need these services and the little bit of money that we put to it is actually like saving people's lives. So, Parks, you mentioned that of our after-school programs we have like an 80% fill rate?

Steven Bingham said yes, 81.

Councilor Harris said what do you see as the barrier as to getting to 100%? Where could we put resources to get there?

Steven Bingham said I am going to let Robert specifically speak to that. While he is coming down, I will give you some information. The typical afterschool program nationally costs between \$3,500 and \$5,500 a year per child. Our current cost per child is \$3,588. So, we are on the low end. What you do see is our fee for services is at the very bottom compared to what you see nationally. We charge very little for that service.

Robert Nunez, Deputy Director Parks & Recreation said I think what we see in some of our locations, we have four locations that are at capacity right now. The other three locations, there is a community schools in two of them as well as Century 21 and some other afterschool programs that the schools host but traditionally it has been Alameda, Loma Heights, Ceasar Chavez that have had the lowest rates.

Councilor Harris asked is that a transit issue that people have a hard time getting to the schools or is it fees or just people aren't participating in the community?

Robert Nunez said again our locations are at the schools so there is no need for any transportation. Prior to Covid our fees were about \$400 per semester. During Covid of course we eliminated our fees. We are currently at \$100 per semester. We have scholarships available that can assist families. I hope that they are going to other activities, maybe privately or whatnot, but we try to accommodate as many families and youth as possible.

Councilor Harris asked since they are at the schools, are those limited to just students who are in those schools or if there is another location that is full and somebody can get their child to Alameda from wherever, Conlee say, would they be able to participate in that program? Is that a way to start filling up those programs?

Robert Nunez said we do allow families to transport their kids to other locations. We have about four or five families that transport their kids to various locations. I am not sure of specifics, but we do allow that.

Steven Bingham said one of the things that is important is part of the piece of the puzzle isn't just afterschool programing but it may be a tumbling class or a dance class or aquatic class at another site where the youth may be involved in programing, but it is not an afterschool programing per term.

Councilor Harris said Public Works, on slide 13, you mentioned that we are expanding our program to include mobile and easily deployed devices. What are some of those mobile and easily deployed devices?

Jimmy Moreno said some of those devices include like speed monitoring devices that can be easily mounted let's say to a streetlight, easily moved around to different locations depending on hot spots. Some of them collect data as well so we can see if those are empirically helping to calm some of that speed so some of those. There is different speed tables that are deployable, a little bit more mobile less permanent in nature and so that allows us to rotate between different hot spots and then we also coordinate with PD on those locations as well to do some blitzes and different speed monitoring through enforcement actions as well.

Councilor Harris said it is the speed tables and things I am highly in favor of like the rubber ones that you can just go bolt to the street and not have to do a huge project to get them in. I think there is lots of places where we can use those so looking forward to a lot more funding and maybe a shift towards more of these things. I guess the mobile speed monitors, I am personally skeptical of how well those work, especially long term. We put them up, I have heard PD speak to this to that they see the study goes in and the people slow down while the study is there and then it leaves and things are exactly back to the way they were and there has been no real change but the more permanent things that are quicker to design and deploy and the pilot programs like on Melendres, I don't want to steal Councilor Bencomo's spotlight. Somebody did ask me about it the other night and they said they hated it so and they are a pedestrian, they ride their bike. I guess the point is that it is okay to put in a bunch of flex posts and have them hated or not work well then it is to put in a bunch of curbs or like permanent modifications that also don't work well. I like that fact that we are trying. I would like for us to try the cheap things and rapidly iterate on them. So, I think that is a good direction. I also wanted to highlight that several departments have been doing a lot of in house work and I really appreciate the work that Public Works has done with the new cement truck to really try and bring our cost down and response times down too, I guess. Having that indigenous capability and wasting a little less money on overhead and contracting and I would also like to see I guess just more of that. Like we were at museums and they had some problems with a door at one of the museums and I was thinking like well could the door just be repaired by somebody in house that knows how to repair a door? So just interested in looking more at that and likewise with fleet. I know Utilities has a great fleet shop where they do all their stuff. Public Works has a fleet shop. So, I just wanted to close by highlighting that the more stuff that we can do in house and we get these full-time positions and expertise and materials and tools that save the city money in the long term so.

Councilor Munoz said on the Ask Las Cruces enhancement, I think it is important to communicate and get that out there. That is super helpful as far as engagement. I know there is a cost and I get it. There is another cost I would like the staff to consider, and our council and Mayor to consider, I would like to enhance as we are talking more about the Ask Las Cruces app and reaching other people. So, a couple of years ago I had the opportunity to have interns. They were high school age and I

Agenda Item #5.2.

was showing them, can you all give me feedback on this Facebook ad that we were doing. They were Facebook, Mr. Munoz, that is for old people. We don't really get on Facebook. Like wow, okay. What about Instagram? No, and then they told me about TikTok. Obviously, I went to my PR group, and they laughed at me because I called it TikieTok. Obviously, I need to be educated on that as well, but I think as we cast that net that is appreciated and what I would like to do is look at a 311 and have some enhancement where it will make that tool even more robust where we have a data link and we will have a stronger tool that will lay over Ask Las Cruces for our staff who want to be of service and provide timely service and it will be also a much better experience for our constituents and so maybe look at 100,000 or something to that effect that can overlay that service.

Mandy Leatherwood said I would like to say all of those things are valid about Facebook. We actually have interns that are college interns and our college intern is who put our Ask Las Cruces advertisement together, so we are hoping to get a younger and fresher perspective on that. The other thing is I want to give a thank you to our IT team as they help us update that app so it should be easier to use but if there is additional improvements or ways, we will continue to make improvements and it is not a one-time thing. We are continuously improving that app.

Councilor Munoz said I think the 311 will be super helpful and again include that spectrum of young adults and more mature adults that range from 17 to 70/90 and all ranges. The other piece is on Parks & Rec as you all are going through this budget discussion and other budget discussions I want to ensure that all of our citizens, all our residents have access to those parks and I know Steve you and the team have been doing a great job of adding additional ADA compliant play stations and other equipment around the parks. I want to aggressively look at that. The numbers really range and I wish there was a little bit more solid numbers. There is about a range of either 9 to 15% of our residents in Las Cruces are ADA and those are great spaces. Those are third spaces and I would love to see more access for 9-year-olds and younger to 90-year-olds and older in our parks.

Steven Bingham said I agree with you. It is something that has been at our forefront as we did the East Mesa playground. Not only did we make it a regional, but we really went after more adaptive inclusive features. It is something that we talk about all the time. There is a broad range of disabilities, and it is really hard to be able to serve all the disabilities at every location. It becomes very expensive. One of the trends in this country is going to an all-ability park. A location where you can bring a lot of things together. For an example a child with an ocular implant can't go down a slide that is metal or plastic because it blows it out and so departments are putting in cement slides but you can't afford to put in cement slides everywhere and so they are doing it at what they call their all abilities parks but we do want to make every park accessible.

Councilor Munoz said as we move into this budgetary discussion and other budgets that we discuss as we work on the library and museums, quality of life there is so many amazing things happening in those spaces. From guitar lessons to ceramics, just a gem in our community and as I was on the campaign trail one of the constituents you know came up to me and said John, I am glad that you are talking

Agenda Item #5.2.

about youth engagement but also talking about senior engagement. I am seventy something and I would like something to do. Her favorite thing is dancing with the Fire Department, Chief Daniels. Please continue that program and that is absolutely something that she looks forward to and enjoys. So, as we work through that what I want to work with Public Works and the library as we expand and we grow the more aggressive that we can be to with quality and with safety, get our projects done so that we don't displace those programs because they are a huge benefit to our community. I will close by saying thank you Lesley, thank you to the department chiefs for putting this together. I am glad you all encapsulated the youth engagement, community safety, behavioral health, library and museums, economic development, community development, all together so that we move forward. I know what the budget is, what it is but I am sure creatively and as you work your magic Lesley will make things happen.

Councilor Bencomo said thank you Lesley to you especially but your whole team. I know leading this budget starts much before the Budget Retreat, especially in a difficult year. So, thank you very much. I also just want to thank all the departments for being so intentional about connecting what you are doing, what you are planning for, with some of the things that council presented on at the retreat, I appreciate that. I am curious about Municipal Court. I know that there is a bit of an odd sort of way because the city is responsible for their budget but they are obviously the judicial branch and so that is separate, but I am always curious to hear from them and their needs. I want to understand more about how their SOS program is going and those kinds of things. Is that something we are prepared to hear from them at all before we make our final vote?

Lesley Doyle said I have not reached out to them but I absolutely can so that we can see if they can present and find out what their needs are.

Councilor Bencomo said that would be great. Obviously multiple councilors brought up Municipal Court, their actual physical building. Obviously, I know they have other needs as well. I want to make sure that we get to hear from them. Christine or Brad, I know we are not seeking guidance on anything today, I think I just wanted to put a finer point in why at least myself had IPRA on my priority list for budget. Not only because of the things that Christine just presented on about the serious increase that we are seeing year to year but to me one of the biggest consequences of not being able to meet those things are the civil liability risks. I was wondering if you could touch a little bit as to what it means for us not to meet those request?

Brad Douglas, City Attorney said that is something that I am concerned about it through no fault of our IPRA staff, we are looking at a pretty extensive backlog right now. Christine and I meet about this once a week probably and we are trying to find creative solutions as far as how to try to cut into that backlog, but I think we are going to find at the end of the day that there is no magic bullet. It is going to require and sorry for the gender term but manpower. People power, that is what it is going to require. So, my staff, we are trying to help as much as we can, but we are looking at a pretty tall task right now. So, anything and probably not my place to do this but I will, anything that the governing body can do to support the Clerk's Office please consider

Agenda Item #5.2.

that.

Councilor Bencomo said I really do have concerns about our civil liability risk in general as a whole and I think this really feeds into that. So, I understand that we are in a tight place and I think as far as priorities go in terms of just staff, this is one of them in order to prevent any further debt in the future. My last question is for Utilities, simply because just last Monday Adrienne I brought up a couple of the things we talked about during our Utilities Board which included Walnut-Griggs and the cost allocation conversation if you could touch on both of those. I want to make sure that council hears directly from you on the importance of something like especially the Griggs-Walnut.

Adrienne Widmer said the budget for Griggs-Walnut has been cut to \$200,000 instead of \$400,000 from the GRT and based on our discussions I did get with Domonique and reviewed how much the general fund has actually been used over the last few years. So, the nice thing is that there has been enough funds when we settled with the United States that we can use that money for anything above and beyond what our operational needs are that is not paid for by selling the reclaimed water back into the systems. So that part is good. There does need though to be the complete and total understanding that if there is going to be budget changes moving forward in Griggs-Walnut it needs to be coordinated with me as the project director for Griggs-Walnut for the City of Las Cruces and Dona Ana County and one of the things that I had thought about is perhaps I need to refresh because I really think that there is only one of you which would be Councilor Mattiace that is fully aware of what occurred with Griggs-Walnut Superfund. So that is a joint powers agreement between the City of Las Cruces and Dona Ana County for the superfund project because the federal government EPA said that the probable responsible parties were the City of Las Cruces due to the proffered airport and Dona Ana County because of their vehicle maintenance that occurred nearby. So, with that the county and the city joined together for the Joint Superfund Project and the city is the fiscal agent. Utilities offered to operate and maintain it because we have level 4 operators that can do the work and that we would cost share 50/50 and so throughout the years prior to us settling and us being able to get money from actually another responsible party that we brought to their attention which happened to be the National Guard, the city and the county were splitting everything, EGRT which is the Environment Gross Receipts Tax and the general fund or put in together to actually pay for those so after our settlement and we did get some money we have been using that particular money but any changes in the budget really do need to be brought to the attention and get the concurrence of the County without actually having discussions. So moving forward Lesley and I have agreed that we will have those types of conversations with Dona Ana County and make sure that is very clear and understood. The other is the allocation plan, the draft MOU is with legal and with finance that we need to finalize. We have been going back and forth, and we need to sit down and have serious discussions. Currently Utilities' budget does not include specific things within the cost allocation as I am holding those back because I want the MOU.

Councilor Bencomo asked the MOU should be done before we vote on the budget, yes?

Adrienne Widmer said theoretically that would be nice, but I don't know that we are going to be able to get through that based on other timing issues. I think if our budget gets recommended by the Utility Board and brought to you all and you say ok to it. If we get the allocation MOU agreed upon and any changes, we can bring that back as the budget adjustment. It is not going to kill the budget either way.

Councilor Bencomo said I have a couple of notes, these aren't necessarily questions. I just wanted to make sure I shouted out the brand new Ask Las Cruces app. Good job. It is just updated to the 21st century so I really want to appreciate that. I really want to thank Public Works for the traffic calming, the ongoing priority on that. Part of the stuff on Melendres, the pilot. So, folks don't like this one, they didn't like the previous pilot either, so I think one of the things I have learned is that there is never a win win we just have to try our best and I do think this pilot program, I think it looks nice and I hope that it yields the data for us to be able to do something more permanent there so thank you very much Public Works. Just a slight note because it just happens to be on my heart. Councilor McClure and I met with YDD staff a couple of weeks ago. Don't panic Lesley, this isn't my request for this year, but I do want to put this out for you all for the future that YDD staff deserves higher salaries. I think it is really important that when we talk about salaries for people, that when we talk about the biggest assets that we have in the city is people power and we should just be taking better care of our folks all across the city of course and that was just heavy for me because we recently met with them and given the conversations we are having about young people and juveniles they are the ones on the frontline doing a lot of that work with especially "at risk youth". That just feels like an important conversation for us to have in the future.

1.2 CAPITAL IMPROVEMENTS PROGRAM (CIP) FY27 REVIEW

Cynthia Alamillo gave the overhead presentation.

2. ADJOURNMENT

2.1

City Councilor John Munoz moved, seconded by City Councilor Michael Harris, to adjourn at 2:47 p.m.

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

Mayor

City Clerk



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: April 20, 2026
Drafter:	Enedelia Vitolas
	Department: Financial Services
Title:	A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR THE PURCHASE OF BULK FUEL WITH RIO VALLEY BIOFUELS, LLC OF EL PASO, TEXAS VIA NEW MEXICO STATE PURCHASING DIVISION CONTRACT NO. 50-80500-25-17139 FOR A POSSIBLE TERM THROUGH JUNE 12, 2029 IN AN AMOUNT NOT TO EXCEED \$1,500,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-088).

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

PURPOSE(S) OF ACTION:
To authorize an existing contract purchase agreement for fuel.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) Fleet Services Program (Fleet) is responsible for the purchase of unleaded and diesel fuel. The City Fleet consists of approximately 1,600 vehicles, light, medium and heavy duty equipment. Currently the City is fueling the vehicles and equipment at two permanent locations for the unleaded gasoline vehicles and two permanent locations for the diesel fuel vehicles, and an above ground tank. Fleet currently purchases unleaded and diesel fuel from Rio Valley Biofuels, LLC of El Paso, Texas.

Las Cruces Municipal Code, Chapter 24, Section 24-4 (25) Authorized exemption, authorizes the City to utilize contracts from other entities. Utilization of these contracts allows for efficient and cost-effective procurement of goods and services to meet the City' s operational needs.

Rio Valley Biofuels, LLC provides reduced pricing based on New Mexico State Purchasing Division Contract No. 50-80500-25-17139, for a possible term through June 12, 2029. Fleet is requesting authorization to contract with Rio Valley Biofuels, LLC in an amount not to exceed \$1,500,000 plus applicable taxes annually, subject to approved budget appropriations.

SUPPORT INFORMATION:
[Exhibit "A" 25-26-088 Contract Bulk Fuel Gasoline and Diesel](#)

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

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:

Purchased as-needed. Yearly spending may vary, but should not exceed \$1,500,000.

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

- ☐ Yes
☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution authorizing an existing contract purchase agreement for the purchase of unleaded and diesel fuel with Rio Valley Biofuels, LLC, of El Paso, Texas in an amount not to exceed of \$1,500,000, plus applicable taxes, subject to approved budget appropriations.
2. Vote "No"; this will deny the Resolution, which could negatively impact City operations.
3. Vote to "Amend"; this could modify the Resolution, and Council will need to provide direction to staff.
4. Vote to "Table"; this could delay the purchase of unleaded and diesel fuel, which could negatively impact City operations.

RESOLUTION 26-125

A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR THE PURCHASE OF BULK FUEL WITH RIO VALLEY BIOFUELS, LLC OF EL PASO, TEXAS VIA NEW MEXICO STATE PURCHASING DIVISION CONTRACT NO. 50-80500-25-17139 FOR A POSSIBLE TERM THROUGH JUNE 12, 2029 IN AN AMOUNT NOT TO EXCEED \$1,500,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-088).

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) Fleet Services Program (Fleet) is responsible for the purchase of unleaded and diesel fuel; and

WHEREAS, Las Cruces Municipal Code, Chapter 24, Section 24-4 (25) Authorized exemption, authorizes the City to utilize contracts from other entities. Utilization of these contracts allows for efficient and cost-effective procurement of goods and services to meet the City's operational needs; and

WHEREAS, Rio Valley Biofuels, LLC provides reduced pricing based on New Mexico State Purchasing Division Contract No. 50-80500-25-17139; and

WHEREAS, Fleet is requesting to enter into an existing contract price agreement utilizing New Mexico State Purchasing Division Contract No. 50-80500-25-17139.

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

(I)

THAT the Resolution authorizing an existing contract purchase agreement for the purchase of bulk fuel from Rio Valley Biofuels, LLC of El Paso, Texas via New Mexico State Purchasing Division contract no. 50-80500-25-17139 for a possible term through June 12, 2029 in an amount not to exceed \$1,500,000 annually, subject to approved budget appropriations as outlined in Exhibit "A", attached hereto and made part of this Resolution, is hereby approved.

(II)

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

DONE AND APPROVED this day of

Agenda Item #6.1.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS



CITY OF LAS CRUCES

25-26-088
Bulk Fuel

EXISTING CONTRACT PURCHASE AGREEMENT

NEW MEXICO STATE PURCHASING DIVISION CONTRACT NO. 50-80500-25-17139

BULK FUEL

Pursuant to terms and conditions of New Mexico State Purchasing Division (NMSPD) Contract No. 50-80500-25-17139, ITB No. 50-80500-25-17139 dated July 13, 2025, between the NMSPD and Rio Valley Biofuels, LLC (CONTRACTOR), as amended and incorporated herein by reference, the City of Las Cruces (CITY) and CONTRACTOR hereby agree on this ____ day of _____, 2026, as follows:

1. This Purchase Agreement is intended to be an Existing Contract Purchase Agreement in accordance with LCMC Chapter 24, Article I, Sec. 24-4 (25).
2. In a satisfactory and proper manner, the CONTRACTOR shall deliver products pursuant to NMSPD Contract No. 50-80500-25-17139, as set forth in Attachment A, attached hereto and made a part of this Agreement.
3. The effective period of this Agreement shall coexist with NMSPD Contract No. 50-80500-25-17139.
4. In consideration for the satisfactory delivery of products, the CONTRACTOR shall be compensated pursuant to the cost terms of NMSPD Contract No. 50-80500-25-17139. Cost of delivered product / services shall be paid by CITY within 30 days upon receipt of undisputed invoice.
5. This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico. Contractor shall abide and be governed by all applicable state law, City of Las Cruces ordinances, and laws regarding the Contractor's services or any work done pursuant to this Agreement.
6. The Contractor shall defend, indemnify, and hold harmless the City, its officers, and employees from and against any and all losses suffered by the City, its officers, and employees, and any special claims, liabilities or penalties asserted against the City, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor, subcontractor, subgrantee, or other agent of the Contractor. This covenant shall survive the termination of this Agreement.
7. That in the event any of the provisions of this Contract are violated by the Contractor or by any of his Subcontractors, the City may serve written notice upon the Contractor and, if a surety exists, upon the surety of its intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract; and, unless within ten (10) days after and satisfactory arrangement for

correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. On the event of any such termination, if a surety exists, the City shall immediately serve notice thereof upon the surety who shall have the right to take over and perform the Contract, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of the mailing of such surety of notice of termination, the City may take over the work and prosecute the same to completion by the Contract for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the City for any excess cost occasioned the City thereby; and in such event, the City may take possession of and utilize in completing the work, such materials, appliances, and plans as may be on the site of the work and necessary therefore. This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the City, for its convenience or because the project has been permanently abandoned, but only upon fifteen (15) calendar days written notice to Contractor.

8. The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the City to Contractor. The City's decisions as to whether sufficient appropriations and authorizations exist shall be accepted by Contractor and shall be final.
9. Contractor will maintain records for five (5) years after the completion of the project, indicating dates, length of time, and services rendered. The City has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the City's right to recover excessive or illegal payments.
10. Contractor represents and warrants the following:
 - a. No Current or Prior Conflict of Interest. 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.
 - b. Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the City in writing of such conflict.
 - c. Termination for Material Conflict. If, in the reasonable judgement of the City, such conflict poses a conflict to and with the performance of 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.
11. The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

12. In the event that a dispute arises between City and 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.

RIO VALLEY BIOFUELS, LLC

CITY OF LAS CRUCES

BY: _____
Abigail L. Mitchell
Contract Negotiator

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 for  03/10/2026

City Attorney

Attachment A



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

February 3, 2026

Enedelia Vitolas, Buyer 1
City of Las Cruces
(delivered via email)

Enedelia,

The New Mexico Department of Transportation (NMDOT) has received your request for use of Price Agreement #50-80500-25-17139 (Bulk Fuel) to purchase fuel from Rio Valley Biofuels for the City of Las Cruces. Your request did not specify the specific item within the price agreement, but this agreement currently has flexibility with all the material at this time.

We have no objections to the use of this price agreement and approve your request. It should be noted that this price agreement was developed for delivery of the fuel to specific NMDOT patrol locations. The City of Las Cruces may need to negotiate cost adjustments associated with delivering the material to the City of Las Cruces. Management and oversight of the purchase, delivery and payment for this fuel is solely the responsibility of the City of Las Cruces.

Thank you for contacting us regarding this matter. Please let me know if you have any questions regarding this information or process.

Sincerely,

Andrew J. Gallegos, P.E.
State Maintenance Engineer

**Michelle Lujan
Grisham**
Governor

Ricky Serna
Cabinet Secretary

Commissioners

John McElroy
Commissioner
District 1

Gary Tonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner, Vice Chairman
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6



**State of New Mexico
General Services Department
Purchasing Division**

Price Agreement Amendment

Awarded Vendor:
(AB) Petroleum Traders Corporation
(AF) TACenergy, LLC

Number: **50-80500-25-17139**

Amendment No.: **Two**

Term: **June 13, 2025 – June 12, 2026**

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: **Arrianna Romero** *AR*

Telephone No.: **(505) 629-9756**

Email: **Arrianna.Romero1@gsd.nm.gov**

Invoice:
As Requested at Time of Order

For questions regarding this contract please contact:
Angela Martinez – (505) 570-7940

Title: Bulk Fuel

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

- **Correct Item 198 for vendor (AB) Petroleum Traders Corporation from \$0.03653 to \$-0.0653.**
- **Change vendor (AF) Truman Arnold Companies name to reflect as:**

From:	To:
Truman Arnold Companies	TACenergy, LLC

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Michael Saavedra
New Mexico State Purchasing Agent

Date: 7/22/2025

✕ **This Agreement was signed on behalf of the State Purchasing Agent**



**State of New Mexico
General Services Department
Purchasing Division**

Price Agreement Amendment

Awarded Vendor:
7 Vendors

Number: **50-80500-25-17139**

Amendment No.: **One**

Term: **June 13, 2025 – June 12, 2026**

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: **Arrianna Romero** *AR*

Telephone No.: **(505) 629-9756**

Invoice:
As Requested at Time of Order

Email: **Arrianna.Romero1@gsd.nm.gov**

For questions regarding this contract please contact:
Angela Martinez – (505) 570-7940

Title: Bulk Fuel

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

- **Remove Item 198 for Vendor (AA) Hodges Oil Company, Inc.**
- **Change contact information for District Five on page 14:**

From:

To:

Jerry Ortiz	Keith Padilla
(505) 660-9834	(505) 487-3813
NMDOT.D5-Invoices@dot.nm.gov	KeithR.Padilla@dot.nm.gov

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 7/8/2025



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
7 Vendors – See page 6

Price Agreement Number: **50-80500-25-17139**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See page 6**

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: **Arrianna Romero**

AP

Telephone No.: **(505) 629-9756**

Invoice:
As Requested at Time of Order

Email: **Arrianna.Romero1@gsd.nm.gov**

For questions regarding this agreement please contact:
India Garcia – (505) 690-7383

Title: Bulk Fuel

Term: June 13, 2025 thru June 12, 2026

This Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 6/13/2025

New Mexico State Purchasing Agent

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-2

Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-3

from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. Items: All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Submission of Bid: Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-4

agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II –Term

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III –Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

Article V - Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-5

such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-6

Awarded Vendors:

(AA) 0000047534

Hodges Oil Company, Inc.

PO Box 698

Belen, NM 87002

Contact Name: Benny Hodges

Phone: 505-864-8611

Email: benny.h@hodgesoilco.com

Delivery:

As Requested

(AB) 0000058837

Petroleum Traders Corporation

PO Box 2357

Fort Wayne, IN 46801-2357

Contact Name: Joseph Vanderpool

Phone: 888-637-7661

Email:

jvanderpool@petroleumtraders.com

Delivery:

Within 24-48 hours

(AC) 0000131920

Pinnacle Petroleum, Inc.

16651 Gemini Lane

Huntington Beach, CA 92647

Contact Name: Kristen Tavares

Phone: (714) 841-8877

Email:

ktavares@pinnaclepetroleum.com

Delivery:

Pinnacle is fully equipped to deliver fuel within 24 hours. Our extensive network of over 300 third-party carriers, combined with our experienced dispatch team and robust logistics infrastructure, allows us to respond quickly and efficiently to customer needs. We prioritize timely deliveries to ensure uninterrupted operations for our clients and are committed to meeting tight deadlines with reliability and precision. Pinnacle specializes in all types of deliveries: Bobtail, Tank Wagon, Mobile Fueling, Fleet fueling, Locomotive fueling, and Full Transport to above and below ground tanks.

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-7

(AD) 0000080270

Rio Valley Biofuels, LLC

PO Box 1300

Anthony, NM 88021

Contact Name: James Schirmer

Phone: 915-487-5025

Email:

James.Schirmer@riovalleybiofuels.com

Delivery:

12 Hour Notice (Will deliver faster when capable.)

(AE) 0000182326

Sanco Oil LLC

2855 W Picacho Ave Suite B

Las Cruces NM 88007

Contact Name: Jackie Darnold

Phone: 575-524-3984

Email: sales@sancooilnm.com

Delivery:

As Requested, F.O.B Destination

(AF) 0000138295

Truman Arnold Companies

P.O. Box 1481

Texarkana, TX 75504

Contact Name: Colby Hoffer

Phone: 972-807-7903

Email: choffer@tacenergy.com

Delivery:

As requested, but preferably with 24-hour notice.

(AG) 0000048374

Wakefield Oil CO INC

P O Box 29647

Dallas, Texas 75229-9647

Contact Name: Gareth Hansen

Phone: 575-622-4160

Email: garethhansen91@gmail.com

Delivery:

as Requested

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-8

Specifications:

Establish a statewide Price Agreement for the purchase and delivery of Bulk Fuels, Gasoline, Oxygenated Unleaded and Diesel for various locations for the New Mexico Department of Transportation (NMDOT).

This Price Agreement is applicable and available for use by the NMDOT, NM State Agencies and NM Local Public Bodies. Prior to utilizing this Agreement, the NMDOT must be notified, and the user must request approval. Awarded vendors are to take note that NMDOT has precedence for the usage of this Agreement. If a statutory limit is set on a Price Agreement and the cumulative limit has been met, the awarded Vendor will be removed. When applicable, all Agencies must report their expenditures to the General Services Department, State Purchasing Division.

Term:

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period (s) of three (3) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Bidding Information:

The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any Vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be submitted by the Vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

The New Mexico Preferences do not apply because federal funds may be utilized.

Method of Award:

Method of award shall be to multiple Vendors. Award will be based prices and on delivery to all of the New Mexico Department of Transportation (NMDOT) locations identified in this Price Agreement. As well as for all fuel types (if applicable) for each patrol location.

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to ensure availability and timely delivery.

Quantities:

The approximate quantities for each item are estimated and are for bidding purposes only. The State of New Mexico does not guarantee any amount will be purchased.

Vendor to indicate price per gallon for deliveries in ten (10) mile increments beyond the patrol yards listed.

There will be a demurrage fee charged to the ordering agency for downtime in excess of 15 minutes waiting to unload fuel or leave premises.

User agency may be charged a flat rate for orders that are less than 70% of tank capacity.

Bidders **are required to submit bids on all the required fuels for each specific delivery location**, (i.e. if a particular location requires unleaded and diesel, bidder shall offer a bid price for each type of fuel).

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-9

Bidders must submit with their bid the attached Lobbying Certification Form.

Bidders shall submit Safety Data Sheets (SDS) providing detailed information on chemical product, including its hazards, proper handling procedures, emergency response actions, and personal protective equipment needed in compliance with OSHA's Hazard Communication Standard (HCS) regulations at time of bid.

Bidders are not required to bid on all districts.

Product Specifications:

Specifications shall indicate manufacturer's maximum allowable sulfur content.

Any aftermarket additive used shall be identified by brand or trade name and manufacturer's specifications provided with the bid. An additive, if used, shall be Environmental Protection Agency (EPA) approved, and compatible with the refiner's product. Additives which increase emissions of sulphur and other substances proven to damage the environment which are disallowed by EPA regulations will not be accepted. **Vendors shall provide descriptive literature of additive with their bid documents.**

Fuels shall have a high level of detergent additive as recommended for engines equipped with fuel injection systems. **Alcohol or alcohol blended fuels are not allowed in diesel fuels only.**

1) Regular unleaded gasoline, ASTM designation D439, SAE J312 (most recent issues) with a minimum octane rating of 86 minimum (r+m/2 method).

2) No. 1 diesel fuel, ultra-low sulphur diesel (ULSD), ASTM designation D975, SAE J313, (most recent issue) with a minimum cetane number of 40, maximum of 0.05 weight percent of sulphur, aromatic content of 35 volume percent maximum, viscosity of min. 1.3 and max. of 2.4, distillation of max. 288, carbon residue of approx. 0.15 and cloud point of -20 degree Celsius minimum and -40 degree Celsius maximum.

Note: Random sample tests for all diesel fuels may be performed at time of delivery to ensure the fuel meets specifications.

3) No. 2 diesel fuel, ultra-low sulphur diesel (ULSD), ASTM designation D975, SAE J313, (most recent issue) with a minimum cetane number of 40, maximum of 0.05 weight percent of sulphur, maximum aromatic content of 35 volume percent, viscosity of min. 1.9 and max. 4.1, distillation of min. 282 and max. of 338, carbon residue of 0.35 approx. Cloud point of min. of -20 degree Celsius and max. of 40 degree Celsius.

Both diesel No. 1 and No. 2 shall be:

Free of visible evidence of the blue dye 1.4 dialkylamine anthraquinone. Dye solvent red 164 or clear (white) low sulphur diesel fuel is acceptable; however the vendor is solely responsible for filling and obtaining any applicable IRS refunds if clear taxable fuel is provided. If dye solvent red 164 diesel is provided, vendor is solely responsible for all confirmation and documentation (ref. Paras. 2.1.5 and 3.2), required by EPA and IRS.

Diesel fuels shall meet ASTM D-1552 for sulphur test, ASTM D482 for ash content, and the standards published in SAE HS-23 (or most recent issues).

Diesel fuel winter additive and unleaded oxygenated fuel may be required for the months of November through March. Fuel manufactured for use during these months is acceptable, SAE D975 (most recent issues).

Fuels provided under this price agreement shall be free from contamination.

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-10

The NMDOT receiving diesel fuel may use clear diesel or dyed diesel and will vary by location and will be requested at time of order. Vendor needs letter from distributor stating fuel is the same fuel only dye used to show tax free fuel.

Orders & Delivery:

Fuel quantity shall be measured by the gross gallon, with a metered delivery truck bearing a current New Mexico Department of Agriculture approval seal.

Metered delivery tickets are acceptable when Bill of Lading (BOL) is not available.

Common carriers may be used for deliveries so long as the trucks are metered, has all permits, meets all regulations, bonds and licenses required, meet fuel specifications, and all fee's to be paid by the vender and no extra freight cost added to cost of the fuel.

The NMDOT yards listed are accessible for delivery by transport trucks.

Vendors not using metered trucks are grounds for termination.

Delivery locations and storage tank capacities are identified in this Price Agreement. The NMDOT reserves the right to inspect bulkheads and meter measure contents of any tanks before, at the time of and/or after delivery. Above ground tanks and mobile tanks have been identified within this agreement. Vendors shall be prepared, upon delivery, for pumping into these types of tanks.

All deliveries shall be made within twenty-four (24) hours after receipt of order (phone or written), excluding Saturdays and Sundays, state and federal holidays observed by the NMDOT.

Deliveries must be done between the hours of 7:00 am and 5:00 pm Monday thru Friday unless otherwise directed by the District Engineer or his Designee.

New Mexico issued badges or background checks are not required by drivers when fuel is delivered.

Due to purchase order needing to be established prior to delivery, vendor will provide a quote at time of fuel delivery schedule.

Vendor is required to deliver requested fuel amount in one trip unless arrangements have been made prior to delivery due to unforeseen issues that have arisen.

Notwithstanding the existence of this agreement, the State of New Mexico and/or its political sub-divisions reserve the right to order any item(s) required for emergency purpose from any party who can deliver such item(s) to meet the requirements of the user, without waiving or voiding any of the terms of this agreement.

All prices shall be F.O.B. Destination to the delivery location designated by NMDOT or user agency. Vendors shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Vendor.

The vendor shall be responsible for all spillage which may occur during transit and unloading operations. The vendor shall immediately report spillage to NMDOT or user agency and clean up the spillage according to EPA <https://www.epa.gov/gasoline-standards> and state guidelines and requirements.

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-11

After contamination is discovered the vendor shall be responsible for removal of the fuel(s) from the NMDOT or user agency's property within twenty-four (24) hours. The vendor shall also be responsible for all cleanup required to all the NMDOT or user agency's property, storage facilities, and equipment as a result of noncompliance with specifications. Furthermore, the vendor shall be fully responsible for any and all costs incurred by the NMDOT or user agency for any equipment sustaining damage, which is attributed to a contaminated fuel(s), which the vendor delivered.

Taxes:

The New Mexico Department of Transportation and user agencies are exempt from paying federal excise taxes on gasoline and shall not reimburse the contractor for any such expenses. Federal excise taxes shall be the sole responsibility of the contractor. The contractor shall be entitled to any credit or refund of excise taxes paid that is permitted under section 6416 of the Internal Revenue Code of 1986.

<https://www.law.cornell.edu/uscode/text/26/6416>

Pricing Structure

Price(s) bid shall be on a per gallon completed delivered price. Vendor's mark-up price shall include all vendor's costs. State gasoline tax, reservation and loading fee taxes to be added to vendor cost at time of quote and added to invoice as separate item at time of delivery.

Any applicable tax shall be added to invoice only if vendor is liable for tax.

The Oil Price Information Service (O.P.I.S.) average price will be added by the NMDOT at time of delivery and should not be included in your bid offering.

Therefore, include only the items listed above in your bid. **Do Not** include the O.P.I.S. rack price.

Reminder to Vendors:

All bids must be submitted to the 4th decimal, including even numbered price(s) being bid; for example: a 5 cent price would be expressed as .0500 not .05.

All prices shall be based on the date of delivery and not on the date on which the order was placed.

All prices offered shall include all costs incurred in the delivery to the NMDOT or user agency storage tanks.

Price verification and calculation will be based on the 10:00 a.m. closing price(s) of the O.P.I.S. daily average.

Posted Terminal Price:

Bidder must select a refiner's depot and location that will be used to supply fuel to the specified destinations on the ITB. Failure to supply the above requested information on the ITB will be grounds for bid disqualification.

Bidder must list all Refiner's depot(s) and location(s) being utilized:

Posted terminal price documentation, verifying posted price shall be furnished with all invoices. Refinery depot must be clearly stated on oil price information service (O.P.I.S.) rack sheet and rack sheet shall bear O.P.I.S. logo.

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-12

Invoices:

Invoices shall be accompanied by a copy of all specified posted terminal price document(s) which shall be dated the same date as the fuel delivery day.

Invoices not supported by all specified terminal price document(s) will be retained, and payment held in abeyance, until the required documentation is received. Failure to supply all specified posted terminal price documentation may be grounds for non-issuance of future purchase orders or termination of price agreement in its entirety.

Agency shall not be responsible for supplying the O.P.I.S. rack price sheet.

Should the vendor's business name change, or should the vendor's business be sold, transferred to, or assumed by a second party, written notification of the change should be provided to the New Mexico Department of Transportation by all vendor parties involved, no later than 30 calendar days from the date of change. A detailed letter for the vendor that sold the business indicating buyer and a detailed letter from said buyer accepting the Terms, prices and Specifications in the Awarded Price Agreement. Failure to provide notification of the aforementioned change(s), within 30 calendar days of the change, may be grounds for purchase order cancellation without further cause.

Payment Provisions:

Within fifteen (15) days after the date NMDOT or user agency receives written notice from the Vendor that payment is requested for services, construction or items of tangible personal property delivered on site and received, NMDOT or user agency shall issue a written certification of complete or partial acceptance or rejection of the services, construction, or items of tangible personal property. If NMDOT or user agency finds that the services, construction, or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Vendor that payment is requested, provide to the Vendor, a letter of exception explaining the defect or objection to the services, construction, or delivered tangible personal property along with the details of how the Vendor may proceed to provide remedial action.

Upon certification by NMDOT or user agency that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to the Vendor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Vendor at the rate of one and one half percent (1-1/2%) per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Vendor within five (5) working days of receipt of funds from that funding agency.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by NMDOT or user agency.

The Vendor agrees to comply with state laws and rules pertaining to Worker's Compensation Insurance coverage for its employees. If Vendor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately

Markup Price:

Evaluation shall be strictly on bidder(s) markup price for each item/location bid.

The NMDOT will add vendor's markup price to O.P.I.S. rack price to determine total cost per gallon at

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-13

time of delivery.

Example:

Daily average O.P.I.S. rack price on date of delivery 0.7500

Vendor markup price to include freight, delivery costs, overhead and profit, etc. 0.1900

Taxes - loading fee, reservation, state tax total

Any applicable taxes shall be added to invoice as a separate item.

Service trucks may be fueled by vendor closest to job site.

Billing Locations and Contacts:

Each vendor is required to request the proper district or general office billing location or email address upon the order to ensure prompt and efficient payment from our department. Incorrect billings may cause delays in payment as each district manager their own respective fuel budgets:

NMDOT District One (1)

Purchasing Section
2912 East Pine Street
Deming, NM 88030
Contact: Melissa Torres (575) 640-8042

NMDOT District Two (2)

Purchasing Section
4505 West Second Street
P.O. Box 1457
Roswell, NM 88202-1457
Contact: Moises Garcia (575) 500-2507
Submit Invoice to: DOT-D2-Purchasing@dot.nm.gov

NMDOT District Three (3)

Purchasing Section
7500 Pan American Freeway NE (87109)
P.O. Box 91750
Albuquerque, NM 87199-1750
Contact: Rocio Padilla (505) 218-3148

NMDOT District Four (4)

Purchasing Section
28 Bibb Industrial Drive
South Highway 85
P.O. Box 10
Las Vegas, NM 87701
Contact: Leslie Vigil (505) 652-6705

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-14

NMDOT District Five (5)
Purchasing Section
7315 Cerrillos Road
P.O. Box 4127
Santa Fe, NM 87507-4127
Contact: Jerry Ortiz (505) 660-9834
Submit Invoice to: NMDOT.D5-Invoices@dot.nm.gov

NMDOT District Six (6)
Procurement Section
1919 Pinion Drive
P.O. Box 2160
Milan, NM 87021-5878
Contact Person: Amanda R. Garcia (505) 240-5202

NMDOT Training Academy Roswell, (G.O.)
Training Director
132 Earl Cummings Loop, Bld. 735
P.O. Box 8578
Roswell, NM 88202-5878
Contact: Patricia Hairston (575) 840-6982
Submit Invoice to: Patricia.Hairston@dot.nm.gov

NMDOT General Office (G.O.) Service Center
Purchasing Section
1120 Cerrillos Road
P.O. Box 1149
Santa Fe, NM 87504-1149
Contact: Ramon Nevarez (505) 827-5660

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-15

**FEDERAL TRANSIT ADMINISTRATION (FTA)
REQUIRED CLAUSES**

1. No Government Obligation to Third Parties

- a. PURCHASER and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to PURCHASER, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the SUBCONTRACTOR who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.
- b. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) or other applicable federal law on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- c. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the SUBCONTRACTOR who will be subject to the provisions.

3. Access to Records

The CONTRACTOR agrees to provide PURCHASER, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. In accordance with 2 CFR 200.333, the CONTRACTOR agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-16

4. Federal Changes

The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights

The following requirements apply to the underlying contract:

a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(i) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(ii) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(iii) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

c. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-17

6. Disadvantaged Business Enterprises

- a. It is the policy of the Department of Transportation and PURCHASER that Disadvantaged Business Enterprises (DBEs) as defined in 49 C.F.R. part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this contract. Consequently, the DBE requirement of 49 C.F.R. applies to this contract.
- b. The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, natural origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- c. The CONTRACTOR agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from PURCHASER. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the PURCHASER. This clause applies to both DBE and non-DBE subcontractors.
- d. The CONTRACTOR or its subcontractors agrees to ensure that DBEs as defined in 49 C.F.R. have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with federal funds provided under this contract. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform under this contract. Contractors shall not discriminate on the basis of race, creed, color, age, sex or national origin in the award and performance of DOT-assisted contracts.
- e. DBEs will be encouraged and afforded full opportunity to actively solicit information concerning this project and to submit bids and or proposals.

7. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220, 2 CFR 200.318, and subsequent revisions are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any PURCHASER request, which would cause PURCHASER to be in violation of the FTA terms and conditions.

8. Energy Conservation

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

9. Termination

- a. Termination for Convenience: PURCHASER may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to PURCHASER to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to PURCHASER, the CONTRACTOR will account for the same, and dispose of it in the manner PURCHASER directs.

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-18

b. Termination for Cause: If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, PURCHASER may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by PURCHASER that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or beyond the control of the CONTRACTOR, PURCHASER, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure: PURCHASER in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the CONTRACTOR fails to remedy to PURCHASER's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by CONTRACTOR of written notice from PURCHASER setting forth the nature of said breach or default, PURCHASER shall have the right to terminate the Contract without any further obligation to the CONTRACTOR. Any such termination for default shall not in any way operate to preclude PURCHASER from also pursuing all available remedies against the CONTRACTOR and its sureties for said breach or default.

10. Seat Belt Use

The CONTRACTOR agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: 90 (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

11. Safe Operation of Motor Vehicles

The CONTRACTOR agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (i) Safety. The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle CONTRACTOR owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award; (ii) Recipient Size. The CONTRACTOR agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and (iii) Extension of Provision. The CONTRACTOR agrees to encourage its subcontractors to comply with this Special Provision, and include this Special Provision in each third party subcontract at each tier supported with federal assistance.

12. Federal Tax Liability and Recent Felony Convictions

The Contractor hereby certifies that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-19

13. Trafficking in Persons

The Contractor agrees that it and its employees that participate in this contract, may not: Engage in severe forms of trafficking in persons during the period of time that this contract is in effect, procure a commercial sex act during the period of time that this contract is in effect, or use forced labor in the performance of any activities covered by this contract.

14. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

[Public Law 115-232](#), section 889, prohibits entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

15. Governmentwide Debarment and Suspension

By signing and submitting its bid or proposal, the offeror certifies as follows:

The certification in this clause is a material representation of fact relied upon by PURCHASER. If it is later determined that the bidder or offeror knowingly rendered an erroneous certification, in addition to remedies available to PURCHASER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the CONTRACTOR must promptly notify PURCHASER so that it can notify the Federal Government. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The CONTRACTOR agrees to include a similar notification requirement in subcontracts exceeding \$25,000 financed in whole or in part with federal assistance provided by FTA and must require each subcontractor to include an equivalent provision in its federally assisted subcontracts exceeding \$25,000.

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-20

17. Lobbying Restrictions

The CONTRACTOR agrees to:

- a. Refrain from using Federal assistance funds to support lobbying,
- b. Comply and assure the compliance of each SUBCONTRACTOR at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.
- c. Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

18. Clean Air

- a. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

19. Clean Water

- a. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. The Contractor agrees to report each violation to the Purchaser, understands, and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

20. Breaches and Disputes

- a. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of PURCHASER. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to PURCHASER. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of PURCHASER shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.
- b. Performance During Dispute - Unless otherwise directed by PURCHASER, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.
- c. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- d. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between PURCHASER and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of West Virginia or Ohio as applicable..

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-21

e. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by PURCHASER, Architect or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

21. Cargo Preference - Use of United States- Flag Vessels

To the extent applicable, the contractor agrees to comply with 46 U.S.C. §55305 and 46 C.F.R. Part 381 which includes, but is not limited to:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

22. Recycled Products

To the extent applicable, the CONTRACTOR agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-22

Items:

Item	Approx Qty	Unit	Description	Unit Price
			DISTRICT 1	
1	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Animas Patrol Yard, NM 9 mile marker 14.7, Animas, NM Estimated Annual Usage: 4,000 gal.	(AC) \$0.8656 (AE) \$0.4999 (AF) \$0.4100
2	1	Gallon	1,000 Gallon Tank, Aboveground, Diesel Fuel, Animas Patrol Yard, NM 9 mile marker 14.7, Animas, NM Estimated Annual Usage: 6,000 gal.	(AC) \$0.8656 (AE) \$0.4999 (AF) \$0.4100
3	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Anthony Patrol Yard, NM, 3200 Anthony Drive, Anthony, NM Estimated Annual Usage: 16,000 gal.	(AD) \$0.1000 (AE) \$0.3599 (AF) \$0.2650
4	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Anthony Patrol Yard, NM 3200 Anthony Drive, Anthony, NM Estimated Annual Usage: 6,000 gal.	(AD) \$0.1228 (AE) \$0.3599 (AF) \$0.2650
5	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Cliff Patrol Yard, US 180 mile marker 81.7, Cliff, NM Estimated Annual Usage: 8,000 gal.	(AC) \$0.8656 (AE) \$0.6599 (AF) \$0.4100
6	1	Gallon	1,000 Gallon Tank, Aboveground, Diesel Fuel, Cliff Patrol Yard, US 180 mile marker 81.7, Cliff, NM Estimated Annual Usage: 11,000 gal.	(AC) \$0.8656 (AE) \$0.6599 (AF) \$0.4100
7	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Deming Patrol Yard, 2912 E. Pine Street, Deming, NM Estimated Annual Usage: 14,000 gal.	(AD) \$0.2000 (AE) \$0.3999 (AF) \$0.2670
8	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Deming Patrol Yard, 2912 E. Pine Street, Deming, NM Estimated Annual Usage: 14,000 gal.	(AD) \$0.2400 (AE) \$0.3999 (AF) \$0.2670
9	1	Gallon	6,000 Gallon Tank, Aboveground, Unleaded Fuel, Deming Service Center, 2912 E. Pine Street, Deming, NM Estimated Annual Usage: 35,000 gal.	(AC) \$0.1749 (AD) \$0.0275 (AF) \$0.0860

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-23

Item	Approx Qty	Unit	Description	Unit Price
10	1	Gallon	6,000 Gallon Tank, Aboveground, Diesel Fuel, Deming Service Center, 2912 E. Pine Street, Deming, NM Estimated Annual Usage: 31,000 gal.	(AC) 0.1789 (AD) \$0.0975 (AF) \$0.0900
11	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Hachita Patrol Yard, Junction NM 146 & NM 9, Hachita, NM Estimated Annual Usage: 2,000 gal.	(AC) \$0.8656 (AE) \$0.6999 (AF) \$0.4100
12	1	Gallon	1,000 Gallon Tank, Aboveground, Diesel Fuel, Hachita Patrol Yard, Junction NM 146 & NM 9, Hachita, NM Estimated Annual Usage: 2,000 gal.	(AC) \$0.8656 (AE) \$0.6999 (AF) \$0.4100
13	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Hatch Patrol Yard, 623 Fanklin Street, Hatch NM Estimated Annual Usage: 15,000 gal.	(AD) \$0.2500 (AE) \$0.4999 (AF) \$0.3050
14	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Hatch Patrol Yard, 623 Fanklin Street, Hatch NM Estimated Annual Usage: 15,000 gal.	(AD) \$0.2500 (AE) \$0.4999 (AF) \$0.3050
15	1	Gallon	1,000 Gallon Tank Aboveground Diesel Fuel, Hillsboro NM, NM 152 MM 47.92 West of Hillsboro NM Estimated Annual Usage: 5,000 gal.	(AC) \$0.8656 (AE) \$0.5599 (AF) \$0.4100
16	1	Gallon	6,000 Gallon Tank, Aboveground, Unleaded Fuel, Las Cruces Solano Yard, 750 N. Solano, Las Cruces, NM Estimated Annual Usage: 25,000 gal.	(AC) \$0.1489 (AD) \$-.0067 (AF) \$0.1100
17	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Las Cruces Patrol Yard, 8070 Bataan Memorial East, Las Cruces, NM Estimated Annual Usage: 25,000 gal.	(AD) \$0.1400 (AE) \$0.2999 (AF) \$0.2850
18	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Las Cruces Patrol Yard, 8070 Bataan Memorial East, Las Cruces, NM Estimated Annual Usage: 25,000 gal.	(AD) \$0.1700 (AE) \$0.2999 (AF) \$0.2850

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-24

Item	Approx Qty	Unit	Description	Unit Price
19	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Lordsburg Patrol Yard, 2250 East Old US 70, Lordsburg, NM Estimated Annual Usage: 18,000 gal.	(AC) \$0.8656 (AE) \$0.3999 (AF) \$0.4100
20	1	Gallon	1,000 Gallon Tank, Aboveground, Diesel Fuel, Lordsburg Patrol Yard, 2250 East Old US 70, Lordsburg, NM Estimated Annual Usage: 11,000 gal.	(AC) \$0.8656 (AE) \$0.3999 (AF) \$0.4100
21	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Magdalena Patrol Yard, 115 N. Main Street, 2 Blocks North of US 60, MM 112.5, Magdalena, NM Estimated Annual Usage: 5,000 gal.	(AA) \$0.1000 (AC) \$0.6156 (AF) \$0.4100
22	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Magdalena Patrol Yard, 115 N. Main Street, 2 Blocks North of US 60, MM 112.5, Magdalena, NM Estimated Annual Usage: 14,000 gal.	(AA) \$0.1050 (AC) \$0.6156 (AF) \$0.4100
23	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Silver City Patrol Yard, 5274 NM 152 Hanover, NM. Estimated Annual Usage: 15,000 gal.	(AC) \$0.8256 (AE) \$0.6599 (AF) \$0.3700
24	1	Gallon	1,000 Gallon Tank, Aboveground, Diesel Fuel, Silver City Patrol Yard, 5274 NM 152 Hanover, NM Estimated Annual Usage: 11,000 gal.	(AC) \$0.8256 (AE) \$0.6599 (AF) \$0.3700
25	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Socorro Patrol Yard, NM, 2399 S Hwy 85 NM 1 MM 60.4, Socorro, NM Estimated Annual Usage: 16,000 gal.	(AA) \$0.0750 (AC) \$0.6156 (AF) \$0.4100
26	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Socorro Patrol Yard, NM, 2399 S Hwy 85 NM 1 MM 60.4, Socorro, NM Estimated Annual Usage: 32,000 gal.	(AA) \$0.0800 (AC) \$0.6156 (AF) \$0.4100
27	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Williamsburg Patrol Yard, 611 Michigan Street, Williamsburg, NM Estimated Annual Usage: 13,000 gal.	(AC) \$0.5206 (AE) \$0.5999 (AF) \$0.3150

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-25

Item	Approx Qty	Unit	Description	Unit Price
28	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Williamsburg Patrol Yard, 611 Michigan Street, Williamsburg, NM Estimated Annual Usage: 16,000 gal.	(AC) \$0.5206 (AE) \$0.5999 (AF) \$0.4100
29	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Winston Patrol Yard, NM NM & Broadway, NM 52 mile marker 28.4, Winston, NM Estimated Annual Usage: 5,000 gal.	(AC) \$0.7706 (AE) \$0.6999 (AF) \$0.4100
30	1	Gallon	1,000 Gallon Tank, Aboveground, Diesel Fuel, Winston Patrol Yard, NM NM & Broadway, NM 52 mile marker 28.4, Winston, NM Estimated Annual Usage: 10,000 gal.	(AC) \$0.7706 (AE) \$0.6999 (AF) \$0.4100
31	1	Gallon	1,000 Gallon Tank, Mobile Tank, Diesel Fuel, Sealing Crew Traveling 2912 East Pine St, Deming NM Estimated Annual Usage: 13,000 gal.	(AC) \$0.7226 (AE) \$0.5999 (AF) \$0.2670
			DISTRICT 2	
32	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Artesia Patrol Yard, 3103 W. Main 2-1/2 mile west of Jct. US 82/US 285, Artesia, NM Estimated Annual Usage: 33,800 gal.	(AE) \$0.7999 (AG) \$0.1352
33	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Artesia Patrol Yard, 3103 W. Main 2-1/2 mile west of Jct. US 82/US 285, Artesia, NM Estimated Annual Usage: 20,800 gal.	(AE) \$0.7999 (AG) \$0.1352
34	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Capitan Patrol Yard, 131 Main Road, Capitan, NM Estimated Annual Usage: 33,800 gal.	(AE) \$0.8999 (AG) \$0.1352
35	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Capitan Patrol Yard, 131 Main Road, Capitan, NM Estimated Annual Usage: 20,800 gal.	(AE) \$0.8999 (AG) \$0.1392
36	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Carlsbad Patrol Yard, 2504 S. Canal, North of Jct. US 62/180, Carlsbad, NM Estimated Annual Usage: 33,800 gal.	(AE) \$0.6999 (AG) \$0.1456

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-26

Item	Approx Qty	Unit	Description	Unit Price
37	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Carlsbad Patrol Yard, 2504 S. Canal, North of Jct. US 62/180, Carlsbad, NM Estimated Annual Usage: 20,800 gal.	(AE) \$0.6999 (AG) \$0.1492
38	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Carrizozo Patrol Yard, 12449 US Hwy 54, Carrizozo, NM Estimated Annual Usage: 33,800 gal.	(AE) \$0.7999 (AG) \$0.1952
39	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Carrizozo Patrol Yard, 12449 US Hwy 54, Carrizozo, NM Estimated Annual Usage: 20,800 gal.	(AE) \$0.7999 (AG) \$0.1992
40	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Clovis Patrol Yard, 1100 A East Brady SE Clovis, Clovis, NM Estimated Annual Usage: 33,800 gal.	(AE) \$0.8999
41	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Clovis Patrol Yard, 1100 A East Brady SE Clovis, Clovis, NM Estimated Annual Usage: 10,000 gal.	(AE) \$0.8999
42	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Corona Patrol Yard, NM 247 mile marker 2, Corona, NM Estimated Annual Usage: 20,800 gal.	(AE) \$0.8999 (AG) \$0.2252
43	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Corona Patrol Yard, NM 247 mile marker 2, Corona, NM Estimated Annual Usage: 20,800 gal.	(AE) \$0.8999 (AG) \$0.2292
44	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Ft. Sumner Patrol Yard, Route 1, Box 1, 2 miles east of Ft. Sumner, Ft. Sumner, NM 881199 Estimated Annual Usage: 33,800 gal.	(AE) \$0.8999. (AG) \$0.2252
45	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Ft. Sumner Patrol Yard, Route 1, Box 1, 2 miles east of Ft. Sumner, Ft. Sumner, NM 88119 Estimated Annual Usage: 20,800 gal.	(AE) \$0.8999 (AG) \$0.2292

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-27

Item	Approx Qty	Unit	Description	Unit Price
46	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Hobbs Patrol Yard, 201 S. Magnum Industrial Road, southwest of Hobbs on US 62-180, Hobbs, NM Estimated Annual Usage: 33,800 gal.	(AE) \$0.8999 (AG) \$0.2344
47	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Hobbs Patrol Yard, 201 S. Magnum Industrial Road, Southwest of Hobbs on US 62-180, Hobbs, NM Estimated Annual Usage: 20,800 gal.	(AE) \$0.8999 (AG) \$0.2354
48	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Hondo Patrol Yard, 28558 US Hwy 70, Hondo, NM Estimated Annual Usage: 33,800 gal.	(AE) \$0.7999 (AG) \$0.1499
49	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Hondo Patrol Yard, 28558 US Hwy 70, Hondo, NM Estimated Annual Usage: 33,800 gal.	(AE) \$0.7999 (AG) \$0.1499
50	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Jal Patrol Yard, P.O. Box 397, 2 miles south of Jal on SR 18, Jal, NM Estimated Annual Usage: 33,800 gal.	(AE) \$0.8999
51	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Jal Patrol Yard, P.O. Box 397, 2 miles south of Jal on SR 18, Jal, NM Estimated Annual Usage: 20,800 gal.	(AE) \$0.8999
52	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Mayhill Patrol Yard, US 82 mile marker 31, Mayhill, NM Estimated Annual Usage: 33,800 gal.	(AE) \$0.8999 (AG) \$0.2244
53	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Mayhill Patrol Yard, US 82 mile marker 31, Mayhill, NM Estimated Annual Usage: 20,800 gal.	(AE) \$0.8999 (AG) \$0.2294

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-28

Item	Approx Qty	Unit	Description	Unit Price
54	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Portales Patrol Yard, 8137 A NM 206, 1/2 mile south of Portales on SR 18, Portales, NM 88130 Estimated Annual Usage: 33,800 gal.	(AE) \$0.9999 (AG) \$0.2144
55	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Portales Patrol Yard, 8137 A NM 206, 1/2 mile south of Portales on SR 18, Portales, NM 88130 Estimated Annual Usage: 20,800 gal.	(AE) \$0.9999 (AG) \$0.2194
56	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Roswell Patrol Yard, P.O. Box 1457, Southeast corner of 4505 West Second St., Roswell, NM Estimated Annual Usage: 33,800 gal.	(AE) \$0.8999 (AG) \$0.1352
57	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Roswell Patrol Yard, P.O. Box 1457, southeast corner of 4505 West Second St., Roswell, NM Estimated Annual Usage: 10,000 gal.	(AE) \$0.8999 (AG) \$0.1392
58	1	Gallon	6,000 Gallon Tank, Aboveground, Unleaded Fuel, District 2 - Service Center, 4505 West Second St., Roswell, NM Estimated Annual Usage: 50,000 gal.	(AC) \$0.32748 (AE) \$0.8999 (AG) \$0.1552
59	1	Gallon	6,000 Gallon Tank, Aboveground, Diesel Fuel, District 2 - Service Center, 4505 West Second St., Roswell, NM Estimated Annual Usage: 40,000 gal.	(AC) \$0.25519 (AE) \$0.8999 (AG) \$0.1592
60	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Tatum Patrol Yard, P.O. Box 366, 1 mile east of Tatum on US 380, Tatum, NM Estimated Annual Usage: 33,800 gal.	(AE) \$1.1999 (AG) \$0.2152
61	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Tatum Patrol Yard, P.O. Box 366, 1 mile east of Tatum on US 380, Tatum, NM Estimated Annual Usage: 20,800 gal.	(AE) \$1.1999 (AG) \$0.2192

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-29

Item	Approx Qty	Unit	Description	Unit Price
62	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Tularosa Patrol Yard, 7688 Hwy 70 South, 1 mile south of Tularosa, Tularosa, NM Estimated Annual Usage: 33,800 gal.	(AE) \$0.5999 (AG) \$0.2052
63	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Tularosa Patrol Yard, 7688 Hwy 70 South, 1 mile south of Tularosa, Tularosa, NM Estimated Annual Usage: 20,800 gal.	(AE) \$0.5999 (AG) \$0.2092
64	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Vaughn Patrol Yard, US 60 mile marker 268.5, Vaughn, NM Estimated Annual Usage: 33,800 gal.	(AE) \$0.9999
65	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Vaughn Patrol Yard, US 60 mile marker 268.5, Vaughn, NM Estimated Annual Usage: 20,800 gal.	(AE) \$0.9999
66	1	Gallon	1,000 Gallon Tank, Mobile Tanker, Diesel Fuel, Sealing Crew Traveling, 4505 West Second St., Roswell, NM Estimated Annual Usage: 37,000 gal.	(AE) \$1.1999 (AG) \$0.1752
67	1	Gallon	8,000 Gallon Tank, Mobile Tanker, Diesel Fuel, Sealing Crew Traveling, 4505 West Second St., Roswell, NM Estimated Annual Usage: 37,000 gal.	(AC) \$0.19279 (AE) \$0.9999 (AG) \$0.1752
			DISTRICT 3	
68	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, South Urban Patrol Yard, 3520 Broadway SE, Albuquerque, NM Estimated Annual Usage: 12,000 gal.	(AA) \$0.0500 (AF) \$0.1300
69	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, South Urban Patrol Yard, 3520 Broadway SE, Albuquerque, NM Estimated Annual Usage: 22,000 gal.	(AA) \$0.0500 (AF) \$0.1300
70	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Bernalillo Patrol Yard, 1040 Oak St., Bernalillo, NM Estimated Annual Usage: 16,000 gal.	(AF) \$0.1800

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-30

Item	Approx Qty	Unit	Description	Unit Price
71	1	Gallon	1,000 Gallon Tank, Aboveground, Diesel Fuel, Bernalillo Patrol Yard, 1040 Oak St., Bernalillo, NM Estimated Annual Usage: 16,000 gal.	(AF) \$0.1800
72	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Belen Patrol Yard, 22 General E. Baca Rd., Belen, NM Estimated Annual Usage: 10,000 gal.	(AA) \$0.0150 (AE) \$0.9999 (AF) \$0.1700
73	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Belen Patrol Yard, 22 General E. Baca Rd., Belen, NM Estimated Annual Usage: 12,000 gal.	(AA) \$0.0175 (AE) \$0.9999 (AF) \$0.1700
74	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Hilltop complex 3393, Pan American NE, Albuquerque, NM Estimated Annual Usage: 15,000 gal.	(AE) \$0.9999 (AF) \$0.1100
75	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Tijeras Patrol Yard, 77 N Zamora Rd., Tijeras, NM Estimated Annual Usage: 11,000 gal.	(AE) \$0.9999 (AF) \$0.1533
76	1	Gallon	6,000 Gallon Tank, Aboveground, Diesel Fuel, Tijeras Patrol Yard, 77 N Zamora Rd., Tijeras, NM Estimated Annual Usage: 18,000 gal.	(AE) \$0.9999 (AF) \$0.1533
77	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, North Urban Patrol Yard, 8501 Volcano NW, Albuquerque, NM Estimated Annual Usage: 15,000 gal.	(AF) \$0.1400
78	1	Gallon	1,000 Gallon Tank, Aboveground, Diesel Fuel, North Urban Patrol Yard, 8501 Volcano NW, Albuquerque, NM Estimated Annual Usage: 15,000 gal.	(AF) \$0.1400
79	1	Gallon	5,200 Gallon Tank, Aboveground, Unleaded Fuel, District 3 - Service Center, 7500 E Frontage Rd., Albuquerque, NM Estimated Annual Usage: 50,000 gal.	(AA) \$0.0050 (AD) \$-.0300 (AF) -\$0.0100

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-31

Item	Approx Qty	Unit	Description	Unit Price
80	1	Gallon	5,200 Gallon Tank, Aboveground, Diesel Fuel, District 3 - Service Center, 7500 E Frontage Rd., Albuquerque, NM Estimated Annual Usage: 50,000 gal.	(AA) \$0.0050 (AD) \$-.0150 (AF) -\$0.0100
			DISTRICT 4	
81	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Cimarron Patrol Yard, NM 21 mile marker 8, Cimarron, NM Estimated Annual Usage: 1,779 gal.	(AF) \$1.0200
82	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Clayton Patrol Yard, mile marker 83 on SR 56, Clayton, NM Estimated Annual Usage: 7,798 gal.	(AF) \$0.7700
83	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Clayton Patrol Yard, mile marker 83 on SR 56, Clayton, NM Estimated Annual Usage: 11,676 gal.	(AF) \$0.7700
84	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Des Moines Patrol Yard, mile marker 385 on SR 64/87, Des Moines, NM Estimated Annual Usage: 5,050 gal.	(AF) \$0.7700
85	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Des Moines Patrol Yard, mile marker 385 on SR 64/87, Des Moines, NM Estimated Annual Usage: 15,207 gal.	(AF) \$0.7700
86	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Eagle Nest Patrol Yard, NM 64 mile marker 285.4, Eagle Nest, NM Estimated Annual Usage: 1,000 gal.	(AF) \$0.8000
87	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Eagle Nest Patrol Yard, NM 64 mile marker 285.4, Eagle Nest, NM Estimated Annual Usage: 10,363 gal.	(AF) \$0.8000
88	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, La Cueva Patrol Yard, NM 518 mile marker 23.6, La Cueva, NM Estimated Annual Usage: 3,057 gal.	(AF) \$0.5500

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-32

Item	Approx Qty	Unit	Description	Unit Price
89	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, La Cueva Patrol Yard, NM 518 mile marker 23.6, La Cueva, NM Estimated Annual Usage: 14,668 gal.	(AF) \$0.5500
90	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Las Vegas Patrol Yard, I-25 mile marker 344, Las Vegas, NM Estimated Annual Usage: 15,014 gal.	(AF) \$0.5500
91	1	Gallon	12,000 Gallon Tank, Aboveground, Unleaded Fuel, District 4 - Service Center, I-25 South of Las Vegas, Las Vegas, NM Estimated Annual Usage: 69,500 gal.	(AC) \$0.15173 (AE) \$0.9999 (AF) \$0.0150
92	1	Gallon	12,000 Gallon Tank, Aboveground, Diesel Fuel, District 4 - Service Center, I-25 South of Las Vegas, Las Vegas, NM Estimated Annual Usage: 32,000 gal.	(AC) \$0.16445 (AE) \$0.9999 (AF) \$0.0150
93	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Nara Visa Patrol Yard, mile marker 350 on SR 54, Nara Visa, NM Estimated Annual Usage: 3,830 gal.	(AF) \$2.5500
94	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Nara Visa Patrol Yard, mile marker 350 on SR 54, Nara Visa, NM Estimated Annual Usage: 7,493 gal.	(AF) \$1.3000
95	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Ragland Patrol Yard, mile marker 43 on SR 209, Ragland, NM Estimated Annual Usage: 1,900 gal.	(AF) 1.0500
96	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Ragland Patrol Yard, mile marker 43 on SR 209, Ragland, NM Estimated Annual Usage: 13,929 gal.	(AF) 1.0500
97	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Raton Patrol Yard, I-25 mile marker 450, Raton, NM Estimated Annual Usage: 14,994 gal.	(AF) 1.0500

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-33

Item	Approx Qty	Unit	Description	Unit Price
98	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Raton Patrol Yard, I-25 mile marker 450, Raton, NM Estimated Annual Usage: 16,824 gal.	(AF) 1.0500
99	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Rowe Patrol Yard, NM 63 mile marker 3, Rowe, NM Estimated Annual Usage: 5,932 gal.	(AF) 0.8000
100	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Rowe Patrol Yard, NM 63 mile marker 3, Rowe, NM Estimated Annual Usage: 20,227 gal.	(AF) 0.8000
101	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Roy Patrol Yard, US 56 mile marker 67.8, Roy, NM Estimated Annual Usage: 4,323 gal.	(AF) 1.0500
102	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Roy Patrol Yard, US 56 mile marker 67.8, Roy, NM Estimated Annual Usage: 21,603 gal.	(AF) 1.0500
103	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, San Jon Patrol Yard, mile marker 356 on I-40, San Jon, NM Estimated Annual Usage: 8,685 gal.	(AF) 1.0500
104	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, San Jon Patrol Yard, mile marker 356 on I-40, San Jon, NM Estimated Annual Usage: 11,712 gal.	(AF) 1.0500
105	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Santa Rosa Patrol Yard, US 54 mile marker 243.6, Santa Rosa, NM Estimated Annual Usage: 13,527 gal.	(AF) \$0.5200
106	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Santa Rosa Patrol Yard, US 54 mile marker 243.6, Santa Rosa, NM Estimated Annual Usage: 23,000 gal.	(AF) \$0.5200

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-34

Item	Approx Qty	Unit	Description	Unit Price
107	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Springer Patrol Yard, NM 21 mile marker 33.6, Springer, NM Estimated Annual Usage: 5,275 gal.	(AF) \$1.0500
108	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Springer Patrol Yard, NM 21 mile marker 33.6, Springer, NM Estimated Annual Usage: 12,250 gal.	(AF) \$1.0500
109	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Trementina Patrol Yard, NM 104 mile marker 46.5, Trementina, NM Estimated Annual Usage: 1,000 gal.	(AF) \$1.0500
110	1	Gallon	1,000 Gallon Tank, Aboveground, Diesel Fuel, Trementina Patrol Yard, NM 104 mile marker 46.5, Trementina, NM Estimated Annual Usage: 21,565 gal.	(AF) \$1.0500
111	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Tucumcari Patrol Yard, US 54 mile marker 305, Tucumcari, NM Estimated Annual Usage: 15,294 gal.	(AF) \$1.0500
112	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Tucumcari Patrol Yard, US 54 mile marker 305, Tucumcari, NM Estimated Annual Usage: 22,837 gal.	(AF) \$1.0500
113	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Wagon Mound Patrol Yard, mile marker 386 on I-25, Wagon Mound, NM Estimated Annual Usage: 8,000 gal.	(AF) \$0.4500
114	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Wagon Mound Patrol Yard, mile marker 386 on I-25, Wagon Mound, NM Estimated Annual Usage: 28,000 gal.	(AF) \$0.4500
115			DISTRICT 5	
116	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Alcalde Patrol Yard, SR 68 mile marker 7.3, Alcalde, NM Estimated Annual Usage: 10,390 gal.	(AF) \$0.8000

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-35

Item	Approx Qty	Unit	Description	Unit Price
117	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Alcalde Patrol Yard, SR 68 mile marker 7.3, Alcalde, NM Estimated Annual Usage: 20,036 gal.	(AF) \$0.8000
118	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Bloomfield Patrol Yard, 2200 North 1st Street, Bloomfield, NM Estimated Annual Usage: 13,235 gal.	(AF) \$1.0500
119	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Bloomfield Patrol Yard, 2200 North 1st Street, Bloomfield, NM Estimated Annual Usage: 29,326 gal.	(AF) \$1.0500
120	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Cerrillos Patrol Yard, NM 14 mile marker 31.4, Cerrillos, NM Estimated Annual Usage: 3,264 gal.	(AF) \$0.3000
121	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Cerrillos Patrol Yard, NM 14 mile marker 31.4, Cerrillos, NM Estimated Annual Usage: 6,210 gal.	(AF) \$0.3000
122	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Chama Patrol Yard, US 64 mile marker 160.8, Chama, NM Estimated Annual Usage: 4,764 gal.	(AF) \$1.5500
123	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Chama Patrol Yard, US 64 mile marker 160.8, Chama, NM Estimated Annual Usage: 19,870 gal.	(AF) \$1.5500
124	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Clines Corner Patrol Yard, SR 285 mile marker 250, Clines Corner, NM Estimated Annual Usage: 5,821 gal.	(AF) \$0.2700
125	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Clines Corner Patrol Yard, SR 285 mile marker 250, Clines Corner, NM Estimated Annual Usage: 5,821 gal.	(AF) \$0.2700

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-36

Item	Approx Qty	Unit	Description	Unit Price
126	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Cuyamungue Patrol Yard, US 84/285 mile marker 177.6, Cuyamungue, NM Estimated Annual Usage: 8,367 gal.	(AF) \$0.8000
127	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Cuyamungue Patrol Yard, US 84/285 Mile Marker 177.6 Cuyamungue, NM Estimated Annual Usage: 15,290 gal.	(AF) \$0.8000
128	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Dulce Patrol Yard, 31 Martinez Street, Dulce, NM Estimated Annual Usage: 6,734 gal.	(AF) \$0.8000
129	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Dulce Patrol Yard, 31 Martinez Street, Dulce, NM Estimated Annual Usage: 16,586 gal.	(AF) \$0.8000
130	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Encino Patrol Yard, US 60 mile marker 253, Encino, NM Estimated Annual Usage: 5,519 gal.	(AF) \$0.4700
131	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Encino Patrol Yard, US 60 Mile Marker 253, Encino, NM Estimated Annual Usage: 17,868 gal.	(AF) \$0.4700
132	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Estancia Patrol Yard, SR 41 mile marker 10.6, Estancia, NM Estimated Annual Usage: 8,068 gal.	(AF) \$0.2000
133	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Estancia Patrol Yard, SR 41 mile marker 10.6, Estancia, NM Estimated Annual Usage: 8,068 gal.	(AF) \$0.2000
134	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Farmington Patrol Yard, 4110 Hawkins Road, Farmington, NM Estimated Annual Usage: 9,954 gal.	(AF) \$0.7700

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-37

Item	Approx Qty	Unit	Description	Unit Price
135	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Farmington Patrol Yard, 4110 Hawkins Road, Farmington, NM Estimated Annual Usage: 26,993 gal.	(AF) \$0.7700
136	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Gallina Patrol Yard, SR 96 mile marker 19.1, Gallina, NM Estimated Annual Usage: 3,863 gal.	(AF) \$0.4500
137	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Gallina Patrol Yard, SR 96 mile marker 19.1, Gallina, NM Estimated Annual Usage: 7,770 gal.	(AF) \$0.4500
138	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Los Alamos Patrol Yard, NM SR 502 mile marker 6, Los Alamos, NM Estimated Annual Usage: 10,000 gal.	(AF) \$0.4250
139	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Mountainair Patrol Yard, NM 55 mile marker 62.9, Mountainair, NM Estimated Annual Usage: 2,938 gal.	(AF) \$0.1000
140	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Mountainair Patrol Yard, NM 55 mile marker 62.9, Mountainair, NM Estimated Annual Usage: 6,692 gal.	(AF) \$0.1000
141	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Moriarty Patrol Yard, SR 41 mile marker 27.4, Moriarty, NM Estimated Annual Usage: 40,000 gal.	(AE) \$0.9999 (AF) \$0.3700
142	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Moriarty Patrol Yard, SR 41 mile marker 27.4, Moriarty, NM Estimated Annual Usage: 40,000 gal.	(AE) \$0.9999 (AF) \$0.3700
143	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Ojo Caliente Patrol Yard, US 285 mile marker 354.7, Ojo Caliente, NM Estimated Annual Usage: 3,733 gal.	(AF) \$0.3700

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-38

Item	Approx Qty	Unit	Description	Unit Price
144	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Ojo Caliente Patrol Yard, US 285 Mile Marker 354.7, Ojo Caliente, NM Estimated Annual Usage: 8,464 gal.	(AF) \$0.3700
145	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Penasco Patrol Yard, SR 75 mile marker 15.9, Penasco, NM Estimated Annual Usage: 3,714 gal.	(AF) \$0.4200
146	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Penasco Patrol Yard, SR 75 mile marker 15.9, Penasco, NM Estimated Annual Usage: 8,022 gal.	(AF) \$0.4200
147	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Questa Patrol Yard, SR 522 mile marker 21.3, Questa, NM Estimated Annual Usage: 3,107 gal.	(AF) \$0.7700
148	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Questa Patrol Yard, SR 522 mile marker 21.3, Questa, NM Estimated Annual Usage: 17,190 gal.	(AF) \$0.7700
149	1	Gallon	10,000 Gallon Tank, Aboveground, Unleaded Fuel, District 5 - Service Center, 7315 Cerrillos Rd., Santa Fe, NM Estimated Annual Usage: 61,330 gal.	(AA) \$0.0225 (AD) \$-.0300 (AF) -\$0.0150
150	1	Gallon	10,000 Gallon Tank, Aboveground, Diesel Fuel, District 5 - Service Center, 7315 Cerrillos Rd., Santa Fe, NM Estimated Annual Usage: 44,464 gal.	(AA) \$0.0250 (AD) \$-.0090 (AF) -\$0.0150
151	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Santa Fe Patrol Yard, 7315 Cerrillos Road, Santa Fe, NM Estimated Annual Usage: 3,264 gal.	(AF) \$0.1500
152	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Santa Fe Patrol Yard, 7315 Cerrillos Road, Santa Fe, NM Estimated Annual Usage: 5,421 gal.	(AF) \$0.1500

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-39

Item	Approx Qty	Unit	Description	Unit Price
153	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Shiprock Patrol Yard, 491 South mile marker 90.5, Shiprock, NM Estimated Annual Usage: 9,563 gal.	(AF) \$0.8200
154	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Shiprock Patrol Yard, 491 South mile marker 90.5, Shiprock, NM Estimated Annual Usage: 9,563 gal.	(AF) \$0.8200
155	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Taos Patrol Yard, US 64 mile marker 249, Taos, NM Estimated Annual Usage: 6,330 gal.	(AF) \$0.8200
156	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Taos Patrol Yard, US 64 mile marker 249, Taos, NM Estimated Annual Usage: 15,290 gal.	(AF) \$0.8200
157	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Tierra Amarilla Patrol Yard, SR 162 #2193, Tierra Amarilla, NM Estimated Annual Usage: 6,563 gal.	(AF) \$0.8200
158	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Tierra Amarilla Patrol Yard, SR 162 #2193, Tierra Amarilla, NM Estimated Annual Usage: 22,191 gal.	(AF) \$0.8200
159	1	Gallon	1,000 Gallon Tank, Aboveground, Unleaded Fuel, Tres Piedras Patrol Yard, US 285 mile marker 384, Tres Piedras, NM Estimated Annual Usage: 5,771 gal.	(AF) \$0.8200
160	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Tres Piedras Patrol Yard, US 285 mile marker 384, Tres Piedras, NM Estimated Annual Usage: 20,939 gal.	(AF) \$0.8200
161			DISTRICT 6	
162	1	Gallon	10,000 Gallon Tank, Aboveground, Unleaded Fuel, District 6 - Service Center, 1919 Pinon Dr., Milan, NM Estimated Annual Usage: 65,000 gal.	(AA) \$0.0700 (AD) \$-.0100 (AF) \$0.0101

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-40

Item	Approx Qty	Unit	Description	Unit Price
163	1	Gallon	10,000 Gallon Tank, Aboveground, Diesel Fuel, District 6 - Service Center, 1919 Pinon Dr., Milan, NM Estimated Annual Usage: 50,000 gal.	(AA) \$0.0750 (AD) \$0.0290 (AF) \$0.0101
164	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Buffalo Springs Patrol Yard, US 491 mile marker 32.2 west side of roadway, Buffalo Springs, NM Estimated Annual Usage: 15,000 gal.	(AC) \$0.51560 (AE) \$0.9999 (AF) \$1.0521
165	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Buffalo Springs Patrol Yard, US 491 mile marker 32.2 west side of roadway, Buffalo Springs, NM Estimated Annual Usage: 36,000 gal.	(AC) \$0.5156 (AE) \$0.9999 (AF) \$1.0521
166	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Cuba Patrol Yard, SR 44 mile marker 61, Cuba, NM Estimated Annual Usage: 10,000 gal.	(AC) \$0.5156 (AE) \$0.9999 (AF) \$0.4171
167	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Cuba Patrol Yard, SR 44 mile marker 61, Cuba, NM Estimated Annual Usage: 20,000 gal.	(AC) \$0.5156 (AE) \$0.9999 (AF) \$0.4171
168	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Datil Patrol Yard, US 60 mile marker 77.7, Datil, NM Estimated Annual Usage: 5,000 gal.	(AE) \$0.9999 (AF) \$1.2505
169	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Datil Patrol Yard, US 60 Mile Marker 77.7, Datil, NM Estimated Annual Usage: 12,000 gal.	(AE) \$0.9999 (AF) \$1.2505
170	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Fence Lake Patrol Yard, NM 36 mile marker 39.7, Fence Lake, NM Estimated Annual Usage: 5,000 gal.	(AC) \$0.51560 (AE) \$0.9999 (AF) \$1.2505
171	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Fence Lake Patrol Yard, NM 36 mile marker 39.7, Fence Lake, NM Estimated Annual Usage: 15,000 gal.	(AC) \$0.5156 (AE) \$0.9999 (AF) \$1.2505

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-41

Item	Approx Qty	Unit	Description	Unit Price
172	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Gallup Patrol Yard, 78 Hassler Valley Rd., Gallup, NM Estimated Annual Usage: 20,000 gal.	(AC) \$0.5156 (AE) \$0.9999 (AF) \$0.8537
173	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Gallup Patrol Yard, 78 Hassler Valley Rd., Gallup, NM Estimated Annual Usage: 20,000 gal.	(AC) \$0.5156 (AE) \$0.9999 (AF) \$0.8537
174	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Grants Patrol Yard, NM 586 mile marker 1, Grants, NM Estimated Annual Usage: 10,000 gal.	(AC) \$0.5156 (AE) \$0.9999 (AF) \$0.4171
175	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Grants Patrol Yard, NM 586 mile marker 1, Grants, NM Estimated Annual Usage: 21,600 gal.	(AC) \$0.5156 (AE) \$0.9999 (AF) \$0.4171
176	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Mesita Patrol Yard, I-40 mile marker 118, Mesita, NM Estimated Annual Usage: 12,000 gal.	(AC) \$0.5156 (AE) \$0.9999 (AF) \$0.2584
177	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Mesita Patrol Yard, I-40 mile marker 118, Mesita, NM Estimated Annual Usage: 30,000 gal.	(AC) \$0.5156 (AE) \$0.9999 (AF) \$0.2584
178	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Quemado Patrol Yard, US 60 mile marker 40, Quemado, NM Estimated Annual Usage: 8,000 gal.	(AC) \$0.5156 (AE) \$0.6999 (AF) \$1.2505
179	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Quemado Patrol Yard, US 60 Mile Marker 40, Quemado, NM Estimated Annual Usage: 16,000 gal.	(AC) \$0.5156 (AE) \$0.6999 (AF) \$1.2505
180	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Ramah Patrol Yard, NM 53 mile marker 32.2, Ramah, NM Estimated Annual Usage: 9,600 gal.	(AC) \$0.5156 (AE) \$0.7999 (AF) \$0.8537

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-42

Item	Approx Qty	Unit	Description	Unit Price
181	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Ramah Patrol Yard, NM 53 mile marker 32.2, Ramah, NM Estimated Annual Usage: 36,000 gal.	(AC) \$0.5156 (AE) \$0.7999 (AF) \$0.8537
182	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Reserve Patrol Yard, SR 12 mile marker 0.2, Reserve, NM Estimated Annual Usage: 5,000 gal.	(AC) \$0.5156 (AE) \$0.7999 (AF) \$1.2505
183	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Reserve Patrol Yard, SR 12 mile marker 0.2, Reserve, NM Estimated Annual Usage: 15,000 gal.	(AC) \$0.5156 (AE) \$0.6999 (AF) \$1.2505
184	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, San Ysidro Patrol Yard, SR 44 mile marker 23.6, San Ysidro, NM Estimated Annual Usage: 10,000 gal.	(AC) \$0.5156 (AE) \$0.8999 (AF) \$0.2981
185	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, San Ysidro Patrol Yard, SR 44 mile marker 23.6, San Ysidro, NM Estimated Annual Usage: 25,000 gal.	(AC) \$0.5156 (AE) \$0.9999 (AF) \$0.2981
186	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, Top of the World Patrol Yard, NM 122 mile marker 2.8, Top of the World, NM Estimated Annual Usage: 12,000 gal.	(AC) \$0.5156 (AE) \$0.9999 (AF) \$1.2505
187	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, Top of the World Patrol Yard, NM 122 mile marker 2.8, Top of the World, NM Estimated Annual Usage: 21,000 gal.	(AC) \$0.5156 (AE) \$0.9999 (AF) \$1.2505
188			Roswell Training Academy	
189	1	Gallon	2,000 Gallon Tank, Aboveground, Unleaded Fuel, G.O. - Training Academy Roswell (Training Course), 132 Earl Cummings Loop, Roswell NM Estimated Annual Usage: 14,000 gal.	(AE) \$0.8999 (AG) \$0.1752

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-43

Item	Approx Qty	Unit	Description	Unit Price
190	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, G.O. - Training Academy Roswell (Training Course), 132 Earl Cummings Loop, Roswell NM Estimated Annual Usage: 14,000 gal.	(AE) \$0.8999 (AG) \$0.1752
191	1	Gallon	2,000 Gallon Tank, Aboveground, Diesel Fuel, G.O. - Training Academy Roswell (Backhoe Tank), 132 Earl Cummings Loop, Roswell NM Estimated Annual Usage: 14,000 gal.	(AE) \$0.8999 (AG) \$0.1752
192	1	Gallon	800 Gallon Tank, Mobile Fuel Truck, Diesel Fuel, 132 Earl Cummings Loop, Roswell NM Estimated Annual Usage: 10,000 gal.	(AE) \$0.8999 (AG) \$0.1752
193			Ports of Entry	
194	1	Gallon	500 Gallon Tank, Standby Generator, Diesel Fuel, Anthony Port of Entry, 160 Interstate 10, Anthony, NM 88021 Estimated Annual Usage: 1,700 gal.	(AD) \$1.2000 (AE) \$0.7999 (AF) \$0.7743
195	1	Gallon	350 Gallon Tank, Standby Generator, Diesel Fuel, Santa Teresa Port of Entry, 6910 Binational Ave., Santa Teresa, NM 88008 Estimated Annual Usage: 2,800 gal.	(AC) \$1.64917 (AD) \$1.2000 (AF) \$1.4205
196	1	Gallon	350 Gallon Tank, Standby Generator, Diesel Fuel, Gallup Port of Entry, I-40 East Bound Mile Marker 12, Gallup NM 87035 Estimated Annual Usage: 1,500 gal.	(AE) \$3.4999
197			General Office – Santa Fe	
198	1	Gallon	Two (2) - 8,000 Gallon Tank, below ground, Unleaded Fuel, NMDOT Service Center (GO), 1120 Cerrillos Rd., Santa Fe, NM Estimated Annual Usage: 85,000 gal.	(AA) \$0.0350 (AB) \$0.0653 (AE) \$0.6999 (AF) -\$0.0150
199	1	Gallon	1,000 Gallon Tank, below ground, Diesel Fuel, NMDOT Service Center (GO), 1120 Cerrillos Rd., Santa Fe, NM Estimated Annual Usage: 12,000 gal.	(AB) \$0.4684 (AE) \$0.6999 (AF) \$0.1500

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-44

Item	Approx Qty	Unit	Description	Unit Price
200	1	Gallon	Diesel Fuel, Additives, Cost Per Gallon or Liter (Please specify on your bid which measure for fuel additives on Diesel Fuel's only). Vendors shall provide descriptive literature of additive with their bid documents. This items applies to all locations *AE: Lucas Fuel Diesel additive sold by the gallon jug.	(AA) \$0.0250 (AB) \$0.1500 (AD) \$0.0200 (AE) \$39.99* (AF) \$0.0300
201	1	Gallon	Price per gallon for deliveries in ten (10) mile increments beyond the patrol yards listed. This item applies to all locations.	(AA) \$0.0150 (AB) \$0.0200 (AD) \$0.0150 (AE) \$0.0999 (AF) \$0.0300
202	1	Gallon	Demurrage fee charged to the ordering agency for downtime in excess of 15 minutes waiting to unload fuel or leave premises. This item applies to all locations.	(AA) \$30.00 (AB) \$50 (AD) \$25.0000 (AE) \$0.0375 (AF) \$100
203	1	Gallon	Flat rate that maybe charged to the ordering agency for orders that are less than 70% of tank capacity. This item applies to all locations.	(AA) \$40.00 (AB) \$300 (AD) \$40.0000 (AE) \$0.2999 (AF) \$50

Agenda Item #6.1.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-80500-25-17139

Page-45

Item	Approx Qty	Unit	Description	Unit Price
204	1	Each	Bidder must list all Refiner's depot(s) and location(s) being utilized:	(AA) HF Sinclair; Phillips 66; Valero; Marathon (AB) Albuquerque, NM (Marathon); Albuquerque, NM (Sunoco Lp); Albuquerque, NM (Musket); Albuquerque, NM (Phillips) (AC) El Paso (Nustar and Magellan). Albuquerque (Nustar and Vecenergy) (AD) Magellan (El Paso) Marathon (El Paso) Holly (El Paso) Enterprise (Moriarty) Holly (Moriarty) Nustar (Albuquerque) Phillips (Albuquerque) Marathon (Albuquerque) (AE) Sunoco/Nustar El Paso, Marathon El Paso, Magellan El Paso, Holly Frontier El Paso, Enterprise Moriarty, Holly Frontier Moriarty, Holly Frontier Artesia (AF) HF Sinclair, NuStar, Magellan, Western Refining (AG) Holly Frontier / Sinclair

***** 204 Items Total *****



City Council Action and Executive Summary

26-126

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:		Adopted:	April 20, 2026
Drafter:	Enedelia Vitolas	Department:	Financial Services
Title:	A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL EXPENDITURE LIMIT FOR WORK UNIFORMS, SHOES AND RELATED ITEMS WITH BAZAAR UNIFORMS AND MEN'S STORE, LLC OF EL PASO, TEXAS TO AN AMOUNT NOT TO EXCEED \$300,000 ANNUALLY, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 24-25-078).		

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

PURPOSE(S) OF ACTION:

To authorize an increase in the annual spending limit for a contract for work uniforms, shoes, and related items.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Several departments within the City of Las Cruces (City) provide their employees with work uniforms pursuant to City Manager Policy 1.7-Uniform Policy, and the United Steel Workers Union contract. The City's annual expenditure for work uniforms applies to both represented and unrepresented workers. To minimize costs, it is in the best interest of the City to standardize uniform style and quality to distinctly identify employees as representatives of the City in the performance of their duties.

On June 16, 2025, City Council approved Resolution 25-150, authorizing an existing contract purchase for work uniforms, shoes, and related items with Bazaar Uniforms and Men's Store, LLC of El Paso, Texas in an amount not to exceed of \$200,000 annually.

The City anticipates additional expenditures and is requesting authorization to amend the current contract amount with Bazaar Uniforms and Men's Store, LLC of El Paso, Texas, to an amount not to exceed \$300,000 annually, plus applicable taxes, subject to approved budget appropriations.

SUPPORT INFORMATION:

[Attachment "A" 24-25-078 ECPA Contract](#)
[Attachment "B" Resolution 25-150](#)

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

Agenda Item #6.2.

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: Various

AVAILABLE AMOUNT: Various

EXPENDITURE AMOUNT:
Various

Funding Source(s):

Accounts will be assigned on an as-needed basis as uniforms are ordered. Orders will be limited to approved budgets.

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution authorizing an increase in the annual expenditure limit for contract 24-25-078 to an amount not to exceed \$300,000 plus applicable taxes annually, subject to approved budget appropriations.
2. Vote "No"; this will deny the Resolution, which could negatively affect City operations, 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 an increase in the annual expenditure limit for contract 24-25-078, which could negatively impact City operations.

RESOLUTION 26-126

A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL EXPENDITURE LIMIT FOR WORK UNIFORMS, SHOES AND RELATED ITEMS WITH BAZAAR UNIFORMS AND MEN'S STORE, LLC OF EL PASO, TEXAS TO AN AMOUNT NOT TO EXCEED \$300,000 ANNUALLY, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 24-25-078).

The City Council is informed that:

WHEREAS, several departments within the City of Las Cruces (City) provide their employees with work uniforms pursuant to City Manager Policy 1.7-Uniform Policy, and the United Steel Workers Union Contract; and

WHEREAS, the City's annual expenditure for work uniforms applies to both represented and unrepresented workers; and

WHEREAS, to minimize costs, it is in the best interest of the City to standardize uniform style and quality to distinctly identify employees as representatives of the City in the performance of their duties; and

WHEREAS, on June 26, 2025, the City Council approved Resolution 25-150, authorizing an existing contract purchase for work uniforms, shoes and related items with Bazaar Uniforms and Men's Store, LLC of El Paso, Texas in an amount not to exceed \$200,000 annually; and

WHEREAS, the City anticipates additional expenditures.

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

(I)

THAT the Resolution authorizing an increase in the annual expenditure limit for work uniforms, shoes, and related items from Bazaar Uniforms and Men's Store of El Paso, Texas to an amount not to exceed \$300,000 annually, plus applicable taxes, subject to approved budget appropriations, is hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS



CITY OF LAS CRUCES

EXISTING CONTRACT PURCHASE AGREEMENT

EDUCATION SERVICE CENTER REGION 19 ALLIED STATES COOPERATIVE CONTRACT NO. 24-7504

WORK UNIFORMS, SHOES AND RELATED

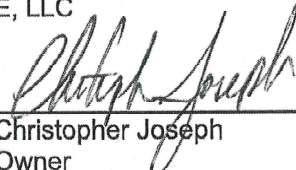
Pursuant to terms and conditions of Education Service Center (ESC) Region 19 Allied States Cooperative Contract No. 24-7504, RFP No. 24-7504 dated October 17, 2024, between the ESC Region 19 Allied States Cooperative and Bazaar Uniforms and Men's Store, LLC (CONTRACTOR), as amended and incorporated herein by reference, the City of Las Cruces (CITY) and CONTRACTOR hereby agree on this 25th day of ~~July~~ June, 2025, as follows:

1. This Purchase Agreement is intended to be an Existing Contract Purchase Agreement in accordance with LCMC Chapter 24, Article I, Sec. 24-4 (25).
2. In a satisfactory and proper manner, the CONTRACTOR shall deliver work uniforms pursuant to ESC Region 19 Allied States Cooperative Contract No. 24-7504, as set forth in Attachment A, attached hereto and made a part of this Agreement.
3. The effective period of this Agreement shall coexist with ESC Region 19 Allied States Cooperative Contract No. 24-7504.
4. In consideration for the satisfactory delivery of work uniforms, the CONTRACTOR shall be compensated pursuant to the cost terms of ESC Region 19 Allied States Cooperative Contract No. 24-7504. Cost of work uniforms shall be paid by CITY within 30 days upon receipt of undisputed invoice.
5. This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico. Contractor shall abide and be governed by all applicable state law, City of Las Cruces ordinances, and laws regarding the Contractor's services or any work done pursuant to this Agreement.
6. The Contractor shall defend, indemnify, and hold harmless the City, its officers, and employees from and against any and all losses suffered by the City, its officers, and employees, and any special claims, liabilities or penalties asserted against the City, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor, subcontractor, subgrantee, or other agent of the Contractor. This covenant shall survive the termination of this Agreement.
7. That in the event any of the provisions of this Contract are violated by the Contractor or by any of his Subcontractors, the City may serve written notice upon the Contractor and, if a surety exists, upon the surety of its intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract; and, unless within ten (10) days after and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten (10) days,

- cease and terminate. On the event of any such termination, if a surety exists, the City shall immediately serve notice thereof upon the surety who shall have the right to take over and perform the Contract, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of the mailing of such surety of notice of termination, the City may take over the work and prosecute the same to completion by the Contract for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the City for any excess cost occasioned the City thereby; and in such event, the City may take possession of and utilize in completing the work, such materials, appliances, and plans as may be on the site of the work and necessary therefore. This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the City, for its convenience or because the project has been permanently abandoned, but only upon fifteen (15) calendar days written notice to Contractor.
8. The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the City to Contractor. The City's decisions as to whether sufficient appropriations and authorizations exist shall be accepted by Contractor and shall be final.
 9. Contractor will maintain records for five (5) years after the completion of the project, indicating dates, length of time, and services rendered. The City has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the City's right to recover excessive or illegal payments.
 10. Contractor represents and warrants the following:
 - a. No Current or Prior Conflict of Interest. 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.
 - b. Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the City in writing of such conflict.
 - c. Termination for Material Conflict. If, in the reasonable judgement of the City, such conflict poses a conflict to and with the performance of 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.
 11. The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

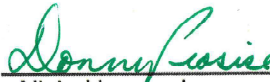
12. In the event that a dispute arises between City and Contractor under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

BAZAAR UNIFORMS AND MEN'S
STORE, LLC

BY: 
Christopher Joseph
Owner

JUNE 25, 2025
Date

CITY OF LAS CRUCES

BY: 
 Alicia Hernandez
Purchasing Manager

25 June 2025
Date

APPROVED AS TO FORM

 05/05/2025
City Attorney

Attachment A

EDUCATION SERVICE CENTER REGION 19 ALLIED STATES COOPERATIVE
RFP AWARD SUMMARY

RFP TITLE:	Work Uniforms, Shoes and Related – ESC Region 19 Allied States Cooperative
RFP NUMBER:	24-7504
RFP OPENING DATE:	September 17, 2024
CONTRACT TERM:	Date of award until October 31, 2025, with 4 annual extension options.
FUNDING SOURCE:	Various
RFP’s ISSUED:	298
RESPONSES:	12
ADVERTISEMENT DATES:	El Paso Times – August 19, 2024 & August 26, 2024
RECOMMENDED FOR AWARD:	A & A Custom Engravers (Carrion Enterprises); (Carrion Enterprises, LLC.; Andrew J. Carrion) AJ's Uniforms (AJ's Uniforms of Texas, LLC) Bazaar Uniforms and Men's Store LLC (Christopher Joseph) Commercial Screen Printing, Inc. Gandy Ink (G&G Investments); (G&G Investments, Inc.) HMART Uniform and Tactical Supply (Abraham Peinado) La Estrella (Aida Campa) La Estrella Screen Printing & Embroidery Shoes For Crews North America, LLC (Shoes for Crews) Spark Multinational, LLC (HUB) UniFirst Corporation (UniFirst Holdings Inc.) <u>Work Wear Safety Shoes (Northern Imports) (HUB)</u>
TOTAL (estimated)	\$2,000,000.00/year

EXPLANATIONS:

Award of this solicitation will enable ESC Region 19 - Allied States Cooperative (ASC) to establish a contract with vendor(s) for Work Uniforms, Shoes and Related for those procurements made with federal, state or local funds. Evaluation and award recommendation were based on 70% pricing and 30% references. The awarded vendors’ pricing and information can be found on the Award Detail spreadsheet.

SPECIFICATIONS, PREPARATION AND EVALUATION PROVIDED BY:

Rebecca Hernandez – ESC Region 19

Andrea Amiri – ESC Region 19

Patty Delgado - ESC Region 19

Special Conditions

- 1. Delivery will be part of this solicitation and delivery cost should be provided with response.
- 2. Vendors must deliver products no later than 21 consecutive days after receipt of order unless otherwise stated and approved.
- 3. Vendors must coordinate and measure for uniforms on site at the member's facility if requested.

Agenda Item #6.2.

- 4. Cooperative members may provide patch samples with order if necessary.
- 5. Any mention of brand specific items is for reference only and should not be considered exclusive.

Approved By: _____
Dr. Armando Aguirre

Date: _____

BAZAAR UNIFORMS AND MEN'S STORE

FISCAL YEAR 2026 UNIFORMS PRICE LIST

Item	Type	Manufacturer	Item Description	Sizes	Unit Price	% Discount Of MSRP	Price with Discount
1	Jeans/Pants	Dickies	CR39RB Relaxed Fit Jeans	(W28-60; IS 28-40)	\$34.99	25%	\$26.24
2	Jeans/Pants	Dickies	LP22 Regular Fit Work Pants	(W28-60; IS 28-40)	\$37.52	25%	\$28.14
3	Jeans/Pants	Dickies	LU200 Industrial Carpenter-Rinsed Indigo Jean	(W28-60; IS 28-40)	\$34.99	25%	\$26.24
4	Jeans/Pants	Dickies	FD231 Women's Relaxed Fit Jeans	2 To 24	\$39.88	25%	\$29.91
5	Jeans/Pants	Levis	501 Original Fit	(W28-60; IS 28-40)	\$79.50	25%	\$59.62
6	Jeans/Pants	Levis	505 regular fit	(W28-60; IS 28-40)	\$79.50	25%	\$59.62
7	Jeans/Pants	Levis	514 Straight Leg	(W28-60; IS 28-40)	\$79.50	25%	\$59.62
8	Jeans/Pants	Levis	517 Boot Cut	(W28-60; IS 28-40)	\$69.50	25%	\$52.12
9	Jeans/Pants	Levis	527 Slim Boot Cut	(W28-60; IS 28-40)	\$69.50	25%	\$52.12
10	Jeans/Pants	Levis	550 Relaxed Fit	(W28-60; IS 28-40)	\$69.50	25%	\$52.12
11	Jeans/Pants	Levis	559 Relaxed Straight	(W28-60; IS 28-40)	\$69.50	25%	\$52.12
12	Jeans/Pants	Levis	Women's Jeans	(W28-60; IS 28-40)	\$79.50	25%	\$59.62
13	Jeans/Pants	Red Kap	PT20NV Navy Blended Work Pant	(W28-60; IS 28-40)	\$28.00	25%	\$21.00
14	Jeans/Pants	Red Kap	PC20DN 100% Cotton Work Trouser	(W28-60; IS 28-40)	\$35.70	25%	\$26.77
15	Jeans/Pants	Wrangler	13MWZ Cowboy Cut Jeans	(W28-60; IS 28-40)	\$54.99	25%	\$41.24
16	Jeans/Pants	Wrangler	935NAV Slim Fit Boot Cut Jean	(W28-60; IS 28-40)	\$39.00	25%	\$29.25
17	Jeans/Pants	Wrangler	945NAV Regular Fit Jean	(W28-60; IS 28-40)	\$49.00	25%	\$36.75
18	Jeans/Pants	Wrangler	936DEN Slim Fit Jeans	(W28-60; IS 28-40)	\$39.00	25%	\$29.25
19	Jacket	CornerStone	CSJ41 Washed Duck Cloth Insulated Hooded Work Jacket Navy or Tan	S-6XL	\$85.98	25%	\$64.48
20	Jacket	CornerStone	CSJ41 Washed Duck Cloth Jacket	S-6XL	\$85.98	25%	\$64.48
21	Jacket	CornerStone	J763 Duck Cloth Work Jacket Navy or Tan	S-6XL	\$67.98	25%	\$50.98
22	Jacket	CornerStone	J763H Duck Cloth Hooded Work Jacket Navy or Tan	S-6XL or Long	\$72.98	25%	\$54.73
23	Jacket	Bulwark	JLH4BD Hooded Jacket-Excel FR Comfor Touch CAT 3	S-6XL	\$218.00	25%	\$163.50
24	Jacket	Bulwark	JLH6BD FR Jacket- Brown Duck Hooded Jacket with Knit Trim	S-6XL	\$221.00	25%	\$165.75
25	Jacket	Wrangler	WJ40NV Work Wear Jacket Fleece Lined (Navy)	32-60	\$67.90	25%	\$50.92
26	Jacket	Red Kap	JT22NV Slash Pocket Jacket Navy	S-6XL	\$51.10	25%	\$38.32
27	Vest	Red Kap	VD22 Insulated Vest	S-6XL	\$64.40	25%	\$48.30
28	Shirt	Gildan	29MP T-Shirt with Pocket Navy,Khaki or Royal	S-6XL	\$7.99	25%	\$5.99
29	Shirt	Gildan	Gildan-2000 100% Cotton Short Sleeve T-Shirt No Pocket (Navy)	S-6XL	\$6.59	25%	\$4.94
30	Shirt	Port & Co	K500LSP Long Sleeve Polo with Pocket Navy, Khaki or Royal	S-6XL	\$26.98	25%	\$20.23
31	Shirt	Port & Co	K500P Polo with Pocket Navy, Khaki or Royal	S-6XL	\$20.98	25%	\$15.73

BAZAAR UNIFORMS AND MEN'S STORE
FISCAL YEAR 2026 UNIFORMS PRICE LIST

Item	Type	Manufacturer	Item Description	Sizes	Unit Price	% Discount Of MSRP	Price with Discount
32	Shirt	Port Authority	K540 Silk Touch Polo Sport Shirt	S-6XL	\$15.18	25%	\$11.38
33	Shirt	Port Authority	L500 Ladies Silk Touch Polo	S-6XL	\$17.98	25%	\$13.48
34	Shirt	Port Authority	L500LS Ladies Long Sleeve Silk Touch Polo	S-6XL	\$24.98	25%	\$18.73
35	Shirt	Red Kap	SK90TN- Tan, Male Polyester Professional Polo Short Sleeve	S-6XL	\$28.70	25%	\$21.52
36	Shirt	Red Kap	SK92NV- Navy, Male Polyester Active Polo Short Sleeve	S-6XL	\$28.70	25%	\$21.52
37	Shirt	Red Kap	SK92TN- Tan, Male Polyester Active Polo Short Sleeve	S-6XL	\$28.70	25%	\$21.58
38	Shirt	Red Kap	SP90KH- Khaki, Men's Button Down Poplin shirt Long Sleeve	S-6XL	\$28.00	25%	\$21.00
39	Shirt	Red Kap	SC30PB/NV Wrinkle Resistant Long Sleeve Cotton Work Shirt	S-6XL	\$30.10	25%	\$22.57
40	Shirt	Red Kap	SC10 Long Sleeve 100% Cotton Work Shirt Navy, Khaki or Postman Blue	S-6XL	\$30.10	25%	\$22.57
41	Shirt	Red Kap	SC20 Short Sleeve 100% Cotton Work Shirt Navy, Khaki or Postman Blue	S-6XL	\$30.10	25%	\$22.57
42	Shirt	Red Kap	SP14 Long Sleeve Work Shirt Navy, Light Tan or Postman Blue	S-6XL	\$23.10	25%	\$17.32
43	Shirt	Red Kap	SP24 Short Sleeve Work Shirt Navy, Light Tan or Postman Blue	S-6XL	\$20.30	25%	\$15.22
44	Shirt	Red Kap	SP13 Long Sleeve Women's Work Shirt Navy or Petro Blue	S-4XL	\$23.10	25%	\$17.32
45	Shirt	Red Kap	SP23 Short Sleeve Women's Work Shirt Navy or Petro Blue	S-4xL	\$20.30	25%	\$15.22
46	Shirt	Bulwark	SLU2 FR Shirt- Khaki, Comfor Touch Uniform Shirt- Long Sleeve	S-3XL	\$96.95	25%	\$72.71
47	Shirt	Bulwark	QT12DB FR Shirt Dark Blue, Men's IQ Polo Long Sleeve	S-6XL	\$100.00	25%	\$75.00
48	Shirt	Bulwark	QT20KH FR Shirt-Khaki, Men's IQ Henley-Long Sleeve	S-6XL	\$96.00	25%	\$72.00
49	Shirt	Bulwark	QT32DB FR Shirt-Dark Blue, Men's IQ T-Shirt Long Sleeve	S-6XL	\$96.00	25%	\$72.00
50	Shirt	Bulwark	SLU8LB FR Shirt-Light Blue, Comfor Touch Uniform Shirt Long Sleeve	S-6XL	\$70.00	25%	\$52.50
51	Shirt	Wrangler	70127MW Denim Shirt	S-6XL	\$39.00	25%	\$29.25
54	Coverall	Red Kap	CT10NV Action Back Coverall Navy and Postman Blue	S-6XL	\$43.40	25%	\$32.55
55	Coverall	Red Kap	CT30NV 100% Insulated Coverall Navy	S-6XL	\$93.10	25%	\$69.82
56	Coverall	Red Kap	CC14PB AND NV SNAP FRONT COVERALL	36-58	\$59.00	25%	\$44.25
57	Hats	Port & Co	CP90 Knit Winter Hat	ALL	\$3.62	25%	\$2.71
58	Hats	Port & Co	CP91 Lined Winter Hat Navy	ALL	\$8.79	25%	\$6.59
59	Hats	Flexfit	High Profile Mesh Hats	ALL	\$8.68	25%	\$6.51
60	Sweatshirt	Port Authority	PC850ZH Zippered Hoodie Sweatshirt	ALL	\$29.30	25%	\$21.98

RESOLUTION 25-150

A RESOLUTION TO ENTER INTO A PURCHASE AGREEMENT IN AN ANNUAL NOT-TO-EXCEED AMOUNT OF \$200,000 FOR WORK UNIFORMS, SHOES AND RELATED ITEMS WITH BAZAAR UNIFORMS AND MEN'S STORE, LLC OF EL PASO, TEXAS FOR A TERM THROUGH OCTOBER 31, 2029, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 24-25-078).

The City Council is informed that:

WHEREAS, several departments within the City of Las Cruces (City) provide their employees with work uniforms pursuant to City Manager Policy 1.7 - Uniform Policy, and the United Steel Workers Union Contract; and

WHEREAS, it is in the best interest of the City to standardize uniform style and quality to distinctly identify employees as representatives of the City in performance of their duties; and

WHEREAS, Las Cruces Municipal Code, Chapter 24, Section 24-4 (25) Authorized exemptions, authorizes the City to utilize contracts from other entities; and

WHEREAS, Bazaar Uniforms and Men's Store, LLC of El Paso, Texas provides reduced pricing based on Education Service Center Region 19 Allied States Cooperative (ESC-19) Contract No. 24-7504.

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 price agreement to purchase work uniforms, shoes, and related items with Bazaar Uniforms and Men's Store, LLC of El Paso, Texas in an annual not-to-exceed amount of \$200,000, 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 16 day of June 2025



ATTEST:

Christine Rivera
City Clerk

APPROVED

EJG
Mayor

Moved by: Becky Corran

Seconded by: Yvonne Flores

AYES Yvonne Flores, Johana Bencomo, Becki Graham, Becky Corran, William Mattiace, Eric Enriquez

NAYS



City Council Action and Executive Summary

25-150

Type of Action:

- ☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:		Adopted:	June 16, 2025
Drafter:	Enedelia Vitolas	Department:	Financial Services
Program:	Purchasing	Line of Business:	Procure-to-Pay
Title:	A RESOLUTION TO ENTER INTO A PURCHASE AGREEMENT IN AN ANNUAL NOT-TO-EXCEED AMOUNT OF \$200,000 FOR WORK UNIFORMS, SHOES AND RELATED ITEMS WITH BAZAAR UNIFORMS AND MEN'S STORE, LLC OF EL PASO, TEXAS FOR A TERM THROUGH OCTOBER 31, 2029, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 24-25-078).		

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

PURPOSE(S) OF ACTION:

To enter into a purchase agreement for work uniforms, shoes, and related orders.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Several departments within the City of Las Cruces (City) provide their employees with work uniforms pursuant to City Manager Policy 1.7-Uniform Policy, and the United Steel Workers Union Contract. The City's annual expenditure for work uniforms applies to both represented and unrepresented workers. To minimize costs, it is in the best interest of the City to standardize uniform style and quality to distinctly identify employees as representatives of the City in the performance of their duties.

Las Cruces Municipal Code, Chapter 24, Section 24-4 (25) Authorized exemptions, authorizes the City to utilize contracts from other entities. Utilization of these contracts allows for effective and cost-efficient procurement of goods and services to meet the City's operational needs.

Bazaar Uniforms and Men's Store, LLC of El Paso, Texas provides reduced pricing based on Education Service Center Region 19 Allied States Cooperative (ESC-19) Contract No. 24-7504, for a term through October 31, 2029. The City wishes to utilize this contract to purchase work uniform, shoes, and related items at a discounted rate. The City's aggregate expenditures go beyond the \$100,000 threshold requiring City Council approval. This Resolution requests approval from City Council to set an annual not-to-exceed amount of \$200,000, subject to budget appropriations.

SUPPORT INFORMATION:

Exhibit "A" 24-25-078 WorkUniformsContract Piggyback

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

Agenda Item #6.2.

- ☐ Yes
☒ No

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

- ☐ Yes
☒ No

Does this action align with Elevate Las Cruces?

- ☐ Yes
☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution to authorize the purchase of work uniforms, shoes, and related items with Bazaar Uniforms & Men's Store, LLC of El Paso, TX in annual not-to-exceed amount of \$200,000, subject to approved budget appropriations.
2. Vote "No"; this will deny the authorization to purchase work uniforms, shoes, and related items in an annual not-to-exceed amount of \$200,000.
3. Vote to "Amend"; this will modify the Resolution and advise staff of necessary adjustments as deemed appropriate.
4. Vote to "Table"; this could delay the procurement of work uniforms, shoes, and related items and may negatively impact work uniform orders for staff.



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: April 20, 2026
Drafter:	Crystal Silva
	Department: Financial Services
Title:	A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO FORMALLY REQUEST A ONE-YEAR TIME EXTENSION FROM JUNE 30, 2026, TO JUNE 30, 2027, FOR NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) MUNICIPAL ARTERIAL PROGRAM (MAP) CONTROL NO. HW2L100582 SPRUCE/TELHOR/TRIVIZ INTERSECTION IMPROVEMENTS.

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

PURPOSE(S) OF ACTION:
Request to submit a time extension to New Mexico Department of Transportation.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) is requesting its second one-year time extension to June 30, 2027 for the New Mexico Department of Transportation (NMDOT) Municipal Arterial Program (MAP) for Project Control No. HW2L100582 Spruce/Telshor/Triviz Intersection Improvements. Due to continuing procurement delays attributable to the contracted vendor, the solicitation and processing of bids for critical materials have required significantly more time than originally projected. These vendor-related delays have materially impacted the project schedule and extended timelines beyond anticipated benchmarks. The City has made a concerted effort to have the equipment purchase contractually committed between the City and the vendor.

On July 17, 2023, City Council approved Resolution No. 24-009 accepting a grant award under Project Control No. HW2L100582 from the NMDOT for the 2023/2024 MAP funding to be used for planning, design, construction, reconstruction, pavement rehabilitation, construction management, drainage, traffic signal improvements, roadway lighting, and miscellaneous improvements for the intersections of Spruce Ave./N. Telshor Blvd. and Spruce Ave./N. Triviz Dr.

On April 21, 2025, City Council approved Resolution No. 25-039 approving the first submission of a one-year time extension to the NMDOT Municipal Arterial Program for Project Control No. HW2L100582. On May 13, 2025, NMDOT granted the extension amending the expiration date to June 30, 2026.

The intersections of Spruce Ave./N. Telshor Blvd. and Spruce Ave./N. Triviz Dr. were identified to undergo improvements that included geometric modification, traffic signal replacement, bike lane installation, sidewalk/ADA ramp modification, median curb installation, signage and striping which will increase system efficiency by building and maintaining a coordinated transportation system that operates in an efficient and cost-effective manner that currently has traffic volumes of more than 15,000 vehicles per day.

Agenda Item #6.3.

NMDOT MAP granted the City \$300,000 and requires the City to contribute a 25% cash match in the amount of \$100,000 for an award total of \$400,000. The City is responsible for paying the entire cost for any other work, if required, as part of the project.

NMDOT requires an approved resolution in order to submit a time extension request for Project Control No. HW2L100582 with a new completion date of June 30, 2027.

SUPPORT INFORMATION:

[ATTACHMENT "A" - PW FY24 NMDOT MAP L100582 Extension Request 2](#)

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

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the City's extension request to NMDOT.
2. Vote "No"; this will decline the City's extension request to NMDOT.
3. Vote to "Amend"; this could delay the request for extension and result in a loss of funds.
4. Vote to "Table"; this could delay the request for extension and result in a loss of funds.

RESOLUTION 26-127

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO FORMALLY REQUEST A ONE-YEAR TIME EXTENSION FROM JUNE 30, 2026, TO JUNE 30, 2027, FOR NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) MUNICIPAL ARTERIAL PROGRAM (MAP) CONTROL NO. HW2L100582 SPRUCE/TELISHOR/TRIVIZ INTERSECTION IMPROVEMENTS.

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) is requesting its second one-year time extension from June 30, 2026 to June 30, 2027 to the New Mexico Department of Transportation (NMDOT) 2023/2024 Municipal Arterial Program (MAP) for Project Control Number HW2L100582 Spruce Ave./N. Telshor Blvd. and Spruce Ave./N. Triviz Dr.; and

WHEREAS, on July 17, 2023, City Council approved Resolution No. 24-009 accepting the grant award from the NMDOT MAP; and

WHEREAS, on April 21, 2025, City Council approved Resolution No. 25-039 approving the submission of the first one-year time extension to the NMDOT Municipal Arterial Program to June 30, 2026; and

WHEREAS, NMDOT MAP granted the City \$300,000 and requires the City to contribute a 25% cash match in the amount of \$100,000 for an award total of \$400,000.

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

(I)

THAT the City hereby approves the extension request for Project Control Number HW2L100582 for a new completion date of June 30, 2027.

(II)

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

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS



GAP# 26-144

March 3, 2026

NMDOT District 1
Gil Gallosa, State Funding Coordinator
2912 E. Pine St.
Deming, NM 88030

Subject: Request for Extension – Spruce/Telshor/Triviz Intersection Improvements, Control No. HW2L100582

Dear Ms. Gallosa,
The City of Las Cruces (CLC) previously accepted the New Mexico Department of Transportation (NMDOT) MAP funding allocated for Traffic Signal Improvements at Spruce/Telshor/Triviz, Control No. HW2L100582.

We are requesting a second-year extension due to continued procurement delays that have significantly affected the project schedule. The time required to solicit and process bids for key materials has pushed timelines further than anticipated.

Although some items have arrived, several critical components remain on backorder, with delivery estimates now ranging from six to twelve months. We expect materials between May and July 2026, but this provides little flexibility, and any additional delays could jeopardize timely completion. An extension is needed to ensure the project can be finalized once all materials are received.

Below is the anticipated timeline for the remaining project tasks:

May 2026 – June 2026	Delivery of traffic signal controllers, misc. equipment
June 2026 – September 2026	Construction
October 2026 – December 2026	Contract and Grant Closeout

To ensure adequate time for the delivery of the remaining equipment, completion of construction, and full contract and grant closeout, the City requests an extension of the project deadline from June 30, 2026 to June 30, 2027. This additional time will allow all remaining tasks to be completed in accordance with the terms of the MAP Grant.

If you have questions or require additional information, you may contact me at (575) 528.3451 and/or email at karend@lascruces.gov.
Sincerely,

A handwritten signature in blue ink, appearing to read "Kyle Arend".

Kyle Arend, P.E.
Interim Public Works Director



Ameron Pole Products, LLC
1020 B Street
Fillmore, CA 93015
(805) 524-0223

Date: 2/24/2026

Project: CITY OF LAS CRUCES

Customer: RT Electric Inc.

Sales Order: 303994

Purchase Order: 6238092324

Truck: 030

PO/Final Approval Date: 11/10/2025

To Whom It May Concern,

Your order has been released for scheduling and production. The order has been assigned an estimated ship date of 5/15/26 from Tulsa, Oklahoma.

Our current lead times are 22-24 weeks.

We appreciate your business and look forward to servicing all your future needs.

Regards,

Layla Marji

Customer Experience

Ameron Pole Products | Tulsa, OK 74012

918.585.5611 | AmeronCustomerService@arcosa.com

ARCOSA



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: April 20, 2026
Drafter:	Crystal Silva
	Department: Financial Services
Title:	A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO FORMALLY REQUEST A ONE-YEAR TIME EXTENSION FROM JUNE 30, 2026, TO JUNE 30, 2027, FOR NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) MUNICIPAL ARTERIAL PROGRAM (MAP) CONTROL NO. HW2L100618 S. WALNUT ST. AND E. LOHMAN AVE. SIGNAL IMPROVEMENTS PROJECT.

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

PURPOSE(S) OF ACTION:
Request to submit a time extension to New Mexico Department of Transportation.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) is requesting a one-year time extension from June 30, 2026 to June 30, 2027 to the New Mexico Department of Transportation (NMDOT) Municipal Arterial Program (MAP) for Project Control No. HW2L100618 S. Walnut St. and E. Lohman Ave. Signal Improvements due to significant delays in the delivery of critical traffic signal components from the contractor's supplier. All project certifications are approved, the project has been awarded, and the contractor is ready to proceed once essential equipment arrives.

On July 01, 2024, City Council approved Resolution No. 24-098 accepting Project Control No. HW2L100618 from NMDOT for the 2024/2025 MAP funding. This project will improve the intersections of S. Walnut St. and E. Lohman Ave. This includes geometric modification, traffic signal replacement, sidewalk/ramp modification to be compliant with the Americans with Disabilities Act (ADA), and signage and striping which will increase system efficiency by building and maintaining a coordinated transportation system that operates in an efficient and cost-effective manner for traffic volumes of more than 20,000 vehicles per day.

NMDOT MAP granted the City \$400,000 and requires the City to contribute a 25% cash match in the amount of \$133,333 for an award total of \$533,333. The City is responsible for paying the entire cost for any other work, if required, as part of the project.

NMDOT requires an approved resolution in order to submit a one-year time extension request for Project Control No. HW2L100618 with a new completion date of June 30, 2027.

SUPPORT INFORMATION:
[ATTACHMENT "A" - PW FY25 NMDOT MAP L100618 Extension Request](#)

Agenda Item #6.4.

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

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the City's extension request to NMDOT.
2. Vote "No"; this will decline the City's extension request to NMDOT.
3. Vote to "Amend"; this could delay the request for extension and result in a loss of funds.
4. Vote to "Table"; this could delay the request for extension and result in a loss of funds.

REFERENCE INFORMATION:

Resolution No. 24-009

RESOLUTION 26-128

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO FORMALLY REQUEST A ONE-YEAR TIME EXTENSION FROM JUNE 30, 2026, TO JUNE 30, 2027, FOR NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) MUNICIPAL ARTERIAL PROGRAM (MAP) CONTROL NO. HW2L100618 S. WALNUT ST. AND E. LOHMAN AVE. SIGNAL IMPROVEMENTS PROJECT.

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) is requesting a one-year time extension from June 30, 2026 to June 30, 2027 to the New Mexico Department of Transportation (NMDOT) 2024/2025 Municipal Arterial Program (MAP) for the S. Walnut St. and E. Lohman Ave. Signal Improvements under Project Control No. HW2L100618; and

WHEREAS, on July 01, 2024, City Council approved Resolution No. 24-098 accepting the grant award from the NMDOT Municipal Arterial Program; and

WHEREAS, the NMDOT Municipal Arterial Program granted the City \$400,000 and requires the City to contribute a 25% cash match in the amount of \$133,333 for an award total of \$533,333.

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

(I)

THAT the City hereby approves the extension request for Project Control Number HW2L100618 for a new completion date of June 30, 2027.

(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 #6.4.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS



March 3, 2026

GAP# 26-144

NMDOT District 1
Gil Gallosa, State Funding Coordinator
2912 E. Pine St.
Deming, NM 88030

Subject: Request for Extension – S. Walnut St. and E. Lohman Ave. Signal Improvements, Control No. HW2L100618

Dear Ms. Gallosa,

The City of Las Cruces (City) previously accepted the New Mexico Department of Transportation (NMDOT) MAP funding allocated for the S. Walnut St. and E. Lohman Ave. Signal Improvements, Control No. HW2L100618.

At this time, we are requesting a time extension due to significant delays in the delivery of critical traffic signal components from the contractor’s supplier. All project certifications are approved, the project has been awarded, and the contractor is ready to proceed once essential equipment arrives. Material lead times have increased substantially compared to last year, and current estimates place delivery between May and July 2026, leaving very little buffer for additional delays.

Below is the anticipated timeline for the remaining project tasks:

May 2026 – June 2026	Delivery of traffic signal controllers, misc. equipment
June 2026 – August 2026	Construction
August 2026 – November 2026	Contract and grant closeout

To ensure adequate time for the delivery of the remaining equipment, completion of construction, and full contract and grant closeout, the City requests an extension of the project deadline from June 30, 2026 to June 30, 2027. This additional time will allow all remaining tasks to be completed in accordance with the terms of the MAP Grant.

If you have questions or require additional information, you may contact me at (575) 528.3451 and/or email at karend@lascruces.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kyle Arend".

Kyle Arend, P.E.
Interim Public Works Director



Ameron Pole Products, LLC
1020 B Street
Fillmore, CA 93015
(805) 524-0223

Date: 2/24/2026

Project: CITY OF LAS CRUCES

Customer: RT Electric Inc.

Sales Order: 303994

Purchase Order: 6238092324

Truck: 030

PO/Final Approval Date: 11/10/2025

To Whom It May Concern,

Your order has been released for scheduling and production. The order has been assigned an estimated ship date of 5/15/26 from Tulsa, Oklahoma.

Our current lead times are 22-24 weeks.

We appreciate your business and look forward to servicing all your future needs.

Regards,

Layla Marji

Customer Experience

Ameron Pole Products | Tulsa, OK 74012

918.585.5611 | AmeronCustomerService@arcosa.com

ARCOSA



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: April 20, 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" - 4-20-2026 Fund Summary v3](#)
- [Attachment "A" - FD - SFY24 IGA 24-ZI5036-27-2 Amended Agreement fully executed](#)
- [Attachment "B" - PD - FFY26 BKLUP, STEP, ENDWI, DDDEP Fully Executed Agreement](#)
- [Attachment "C" - TRAN - FFY25 \(FY26\) FTA 5307 Operating Grant Award](#)
- [Attachment "D" - TRAN - FFY25 \(FY26\) FTA 5339 Vamonos Vehicles Executed Agreement](#)
- [Attachment "E" - HNS - NMDWS 911 W Amador Acquisition grant agreement fully executed](#)

PLAN(S):

Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

Agenda Item #6.5.

☒ Yes

☐ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: Various

AVAILABLE AMOUNT: Various

EXPENDITURE AMOUNT:
Various

Funding Source(s):

Various

Overall Budget Impact:

Please refer to Exhibit "A" Fund Summaries

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

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

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

RESOLUTION 26-129

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 with a Summary, as Attachment "A"; and each agreement will be attached as subsequent attachments.

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

(I)

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

(II)

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

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

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

Exhibit "A"

	1000 GEN FUND 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 76,170,624	65,192,664	0	65,192,664
Revenues				
Municipal Gross Receipts Tax	55,085,239	2,325,699	0	2,325,699
Public Safety Gross Receipts Tax	4,880,700	0	0	0
Hold Harmless Replacement GRT	17,000,000	82,897,802	0	82,897,802
State-Shared Gross Receipts Tax	50,825,436	54,862,747	0	54,862,747
Environmental Gross Receipts Tax	2,259,525	2,259,525	0	2,259,525
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	21,000	28,228	0	28,228
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	750,000	592,149	0	592,149
Lodgers Tax	0	0	0	0
Property Taxes	14,957,286	14,957,286	0	14,957,286
Payment In Lieu of Property Tax	817,771	817,771	0	817,771
Franchise Fees	2,595,000	2,595,000	0	2,595,000
Payment In Lieu of Franchise Fees	1,446,584	1,446,584	0	1,446,584
Licenses, Fees & Permits	3,250,210	3,365,485	0	3,365,485
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	120,750	120,750	0	120,750
Charges For Services	7,186,977	7,057,046	0	7,057,046
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenance Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	5,133,474	4,904,260	0	4,904,260
Investment Income	0	0	0	0
Miscellaneous Revenues	190,745	190,745	0	190,745
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	166,520,697	178,421,077	0	178,421,077
TOTAL RESOURCES	\$ 242,691,321	243,613,741	0	243,613,741
Expenditures				
General Government	5,691,810	5,691,810	0	5,691,810
Legislative	625,652	556,806	0	556,806
Municipal Court	2,078,721	1,927,669	0	1,927,669
City Manager-300	9,449,936	8,333,422	0	8,333,422
Legal	2,695,452	2,419,699	0	2,419,699
Las Cruces Police Department	41,095,936	40,326,530	0	40,326,530
Las Cruces Fire Department	31,139,578	33,298,717	0	33,298,717
Utilities	0	0	0	0
Economic Development	5,778,336	3,467,625	0	3,467,625
Assistant City Manager-400	0	0	0	0
Human Resources	3,333,275	3,242,711	0	3,242,711
Financial Services	7,963,871	7,334,776	0	7,334,776
Information Technology	7,541,061	7,553,271	0	7,553,271
Assistant City Manager-500	1,198,769	1,271,000	0	1,271,000
Parks & Recreation	20,374,203	19,462,974	0	19,462,974
Community Development	6,613,019	5,344,343	0	5,344,343
Quality of Life	11,320,216	10,287,567	0	10,287,567
Public Works	18,414,952	16,953,124	0	16,953,124
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 175,314,787	167,472,044	0	167,472,044
Other Resources				
Operating Transfers In	0	3,245,604	0	3,245,604
Operating Transfers Out	(34,631,452)	(32,851,781)	(421,243)	(33,273,024)
Total Other Resources	\$ (34,631,452)	(29,606,177)	(421,243)	(30,027,420)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 32,745,082	46,535,520	(421,243)	46,114,277
Required Reserve:				
State Required 1/12th	14,609,566	13,956,004	0	13,956,004
Local CLC 1/12th	14,609,566	13,956,004	0	13,956,004
AVAILABLE BALANCE	\$ 3,525,950	18,623,512	(421,243)	18,202,269

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

Exhibit "A"

	2100 SPL REV GT 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	207,500	0	207,500
Federal Grants	9,154,523	5,599,432	61,400	5,660,832
State Grants	4,648,536	18,954,064	112,500	19,066,564
Local Grants	0	805,000	0	805,000
Debt Service	0	0	0	0
Total Revenues	13,985,059	25,565,996	173,900	25,739,896
TOTAL RESOURCES	\$ 14,234,290	25,843,284	173,900	26,017,184
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	1,754,660	61,400	1,816,060
Las Cruces Fire Department	568,628	1,769,941	112,500	1,882,441
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	2,187,155	0	2,187,155
Public Works	451,638	451,638	0	451,638
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 13,985,058	25,565,996	173,900	25,739,896
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	\$ 249,232	(0)	0	(0)

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

Exhibit "A"

	4100 CAP PRJ GT 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	39,730,722	850,000	40,580,722
Local Grants	0	107,776	0	107,776
Debt Service	0	0	0	0
Total Revenues	25,601,565	51,461,246	850,000	52,311,246
TOTAL RESOURCES	\$ 25,601,565	51,461,246	850,000	52,311,246
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	6,212,832	9,801,607	850,000	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	2,412,365	0	2,412,365
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
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	29,546,601	0	29,546,601
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 25,601,565	51,461,246	850,000	52,311,246
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	0	0
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 0	(0)	0	(0)

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

Exhibit "A"

	5920 TRANST MCH 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 73,488	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	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	0	0
TOTAL RESOURCES	\$ 73,488	0	0	0
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	3,360,417	3,577,982	337,504	3,915,486
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 3,360,417	3,577,982	337,504	3,915,486
Other Resources				
Operating Transfers In	3,304,699	3,577,984	370,164	3,948,148
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 3,304,699	3,577,984	370,164	3,948,148
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 17,770	2	32,660	32,662

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

Exhibit "A"

	5921 TR5307 GR 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 4,941	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	546,187	546,187	0	546,187
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	3,396,933	3,575,712	394,164	3,969,876
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	3,943,120	4,121,899	394,164	4,516,063
TOTAL RESOURCES	\$ 3,948,061	4,121,899	394,164	4,516,063
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	3,943,120	4,121,898	394,164	4,516,062
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 3,943,120	4,121,898	394,164	4,516,062
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	\$ 4,941	1	0	1

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

Exhibit "A"

	5923 TRANSIT CA 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ (783,269)	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	8,831,196	7,511,422	289,446	7,800,868
State Grants	0	100,000	0	100,000
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	8,831,196	7,611,422	289,446	7,900,868
TOTAL RESOURCES	\$ 8,047,927	7,611,422	289,446	7,900,868
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	8,122,969	7,791,539	340,525	8,132,064
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	100,000	0	100,000
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 8,122,969	7,891,539	340,525	8,232,064
Other Resources				
Operating Transfers In	768,405	1,063,386	51,079	1,114,465
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 768,405	1,063,386	51,079	1,114,465
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 693,363	783,269	0	783,269

Agenda Item #6.5.

Attachment "A"

REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

RECIPIENT:

City of Las Cruces

<u>APPROPRIATION NUMBER:</u>	<u>ALLOCATION AMOUNT:</u>	<u>REVERSION DATE:</u>
24-ZI5036-27-2	\$ 337,500.00	June 30, 2026

ALLOCATION PURPOSE

Three Hundred and thirty-seven thousand five hundred and dollars and zero cents will be distributed over two years in accordance with the provisions of HB2 to hire full time firefighter and emergency medical technician positions. The second-year allocation includes an additional \$75,000 in funding and will be disbursed in fiscal year 2026 following the receipt of a fully executed grant agreement.

ALLOCATION DISBURSEMENT

The remaining allocation amount, after receiving the first-year 100% allocation in fiscal year 2025, will be disbursed as follows: the second-year allocated funds will be disbursed at 75% up to \$187,500 in fiscal year 2026, which includes the additional \$75,000 in funding. The Allocation Recipient will submit to the Department of Finance & Administration this signed document. Disbursements of funds will be made within 15 business days of receipt of the signed agreement.

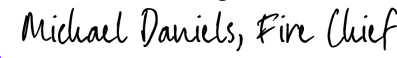
Funds for the second disbursement must be expended by June 30, 2026. Any amount not expended in each of the two years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditure must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Firefighter/EMT Recruitment Report, providing updates on the hiring of positions.

CERTIFICATION

I hereby certify that **City of Las Cruces**

- 1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
- 2. Will follow the procedure described in "Allocation Reporting" of allocated funds.

 043D0F57D7394BC... Local Fire Department Agency	<u>12/2/2025</u> Date
 84CCB30FA2524C3... Authorized Local Governing Body Authority	<u>11/26/2025</u> Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 24 ZI5036-27-2 in the amount of \$187,500.

 C7E9C597313E484... Cecilia Mavrommatis Director, Local Government Division	<u>12/3/2025</u> Date
--	--------------------------

Agenda Item #6.5.

Attachment "A"

REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

Revised 3/6/2025

STATE OF NEW MEXICO
Firefighter/EMT Recruitment Fund
Report Form
Exhibit A

<https://forms.office.com/g/pYeJCbpa3h>

Allocation Recipient:	
Appropriation Number:	
Quarter Number:	

Name	Date of Hire	Title of Position	Salary Paid (\$) during quarter	Benefits Paid (\$) during quarter
Total Amount of Appropriation Funds Expended:			Total: \$	Total: \$

Add extra lines as applicable.

Narrative: (Provide description of next steps to fill any remaining vacant positions. Examples: hiring event or outreach using social media.)



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

MEMORANDUM

Date: January 16, 2026

To: David Quintana, Acting Cabinet Secretary

Through: Shannon Glendenning, Director, Traffic Safety Division DocuSigned by: Shannon Glendenning DE0D3FF3B06491...

Through: Amber Montoya, Staff Manager Signed by: Amber Montoya 98D53378AB0A49E...

From: Sonya Dalton, Program Manager

Subject: Letter of Justification for Grant Agreement between the New Mexico Department of Transportation Traffic Safety Division and City of, Las Cruces.

1. TSD Program Manager Sonya Dalton Phone # (505) 531-7672 will oversee the project(s).
2. The Consolidated Agreement provides funding to City of, Las Cruces to conduct the following project(s) and activities as shown below.
 - ENDWI – \$32,250.00 (IIJA 164)
The ENDWI program funds overtime enforcement for Driving While Impaired (DWI) checkpoint and DWI directed patrol program. Funds are used to maintain the program, as funding allows, and to expand the program in areas of the State with high rates of DWI.
 - BKLUP - \$4,200.00 (IIJA 405b)
The BKLUP program funds overtime for law enforcement agencies to conduct safety belt and child restraint/ booster seat use activities to increase in occupant protection use in New Mexico.
 - STEP – \$21,950.00 (IIJA NHTSA 402)
Provides funding for sustained enforcement program to target specific traffic problems such as speed, DWI, road rage, distracted and reckless driving, fatigue/ drowsy driving, occupant protection, and crashes involving pedestrians. Participating agencies include local law enforcement.
 - Distracted Driving – \$3,000.00 (IIJA 405e)
Provides funding for high visibility enforcement campaigns to reduce distracted driving.
3. The agreement will be effective from date of last signature to 9/30/2026.
4. Scopes of work, including deliverables, are provided in the applicable exhibits attached to the agreement below.
5. The agreement is Exempt from the procurement as it is with another government agency, (per NMSA 1978 Section 13-1-98, et seq.)

Michelle Lujan Grisham
Governor

David Quintana
Acting Cabinet Secretary

Commissioners

John McElroy
Commissioner
District 1

Gary Tonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner, Vice Chairman
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

January 16, 2026

City of, Las Cruces
Sergeant – David Gonzalez
217 E. Picacho Avenue
Las Cruces, New Mexico 88004

RE: Project Agreement

Dear Coordinator:

Enclosed is the project agreement for the federal fiscal year 2026. This letter contains information required to meet Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 200 requirements. Please provide a copy of this letter to the person responsible for meeting those requirements at your City, County, Town or Tribal agency. The following table contains the information necessary to meet these requirements.

Project Number	Funding Source	CFDA #	FAIN	Award Date	Amount
06-AL-64-049	IJA 164 Transfer Funds	20.608	69A37525300001640NMA	10/01/2025	\$32,250.00
06-OP-05b-049	IJA 405b OP	20.616	69A3752530000405BNMH	10/01/2025	\$4,200.00
06-PT-02-049	IJA NHTSA 402	20.600	69A37525300004020NM0	10/01/2025	\$21,950.00
06-DD-05e-049	IJA 405e DD (Laws)	20.616	69A3752530000405ENML	10/01/2025	\$3,000.00

2 CFR Subpart F 200.500-521

(a) Audit required. A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

John McElroy
Commissioner
District 1

Gary Tonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner, Vice Chairman
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6



New Mexico DEPARTMENT OF
TRANSPORTATION
 MOBILITY FOR EVERYONE

(d) Exemption when Federal awards expended are less than \$1,000,000. A non-Federal entity that expends less than \$1,000,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503.

Records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If expenditures are less than \$1,000,000 during your agency's fiscal year 2025, please submit a statement to the Traffic Safety Division at the address listed on this letterhead. The Statement should read, "We did not meet the \$1,000,000 expenditure threshold and therefore we are not required to have a single audit performed for FY {25}."

Your agency must submit copies of audits and review reports associated with this grant agreement to the Department for informational purposes if requested regardless of whether the criteria for audit or review are met.

Operational Plan

Your agency is required to develop an operational plan to include a jurisdiction-specific performance goal, problem statement, problem identification, and basic crash data upon which the project is based. Performance goals should be specific, measurable, action-oriented, realistic, and time-bound.

Performance Indicators

The Department has implemented performance indicators on Department funded law enforcement projects. The performance indicators are as follows:

ENDWI Large - 1 DWI in 28 hours

BKLUP 1 seat belt or child restraint citation for every 2 hours of enforcement worked.

STEP 2 citations or warnings for every hour of enforcement worked.

At no time does the New Mexico Department of Transportation require an individual officer to issue a specific number of citations during an enforcement period.

We look forward to working with you to prevent injuries and fatalities on New Mexico's roads. Thank you for your cooperation.

Sincerely,

DocuSigned by:
 Shannon Glendenning

Shannon Glendenning, Director
 Traffic Safety Division

Enclosure

CONTRACT NUMBER: TS05462UNIQUE ENTITY IDENTIFIER: J3ZLWA2K1X47SUPPLIER: 0000054342**GRANT AGREEMENT**

This Grant Agreement (**Agreement**) is between the New Mexico Department of Transportation (**Department**) and City of, Las Cruces (**Grantee**), collectively referred to as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below. The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following projects:
 - a. End Driving While Impaired (**ENDWI**), Project No. 06-AL-64-049, \$32,250.00;
 - b. Buckle Up (**BKLUP**)/Click It or Ticket (**CIOT**), Project No. 06-OP-05b-049, \$4,200.00;
 - c. Selective Traffic Enforcement Program (**STEP**), Project No. 06-PT-02-049, \$21,950.00;
 - d. Distracted Driving, Project No. 06-DD-05e-049, \$3,000.00.
 - e. Total Funding awarded per this Agreement \$61,400.00
2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibit(s): **Exhibit A** - ENDWI; **Exhibit B** - BKLUP/CIOT; **Exhibit C** – STEP, **Exhibit D** – Distracted Driving.
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely and properly prepared reimbursement requests as provided in the Department's Electronic Grant Management System and the Traffic Safety Division Policies and Procedures Manual as directed by the Department. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to the issuance of a Notice to Proceed (NTP) by the Department authorizing work, after termination of the Agreement, after Grantee receives a stop work notice from the Department, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than forty-five (45) calendar days after termination of this Agreement, unless otherwise approved by the Department.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered, and payment received and shall maintain these financial records during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request pursuant to 2 CFR Section 200.334 and 1.21.2 NMAC. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) calendar days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project or were used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department

for those funds or payments within thirty (30) calendar days of written notice

5. **Officials Not to Benefit.** The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.
6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) calendar days written notice. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement and by giving the Department thirty (30) calendar days written notice. The parties acknowledge that termination will not nullify obligations incurred prior to termination and any obligations intended to survive termination of the Agreement, including but not limited to Section 4 and Section 11.
7. **Appropriations.** The Grantee acknowledges that:
 - a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
 - b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
 - c. the Department will not authorize the expenditure of funds by the Grantee until appropriate funds are encumbered, and the Department's determination as to whether approval has been granted will be final.
8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:
 - a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21;
 - b. all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15, and in accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age, disability, or other protected class will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement; if the Grantee is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation, subject to Section 6 above;
 - c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related rules;
 - d. 2 C.F.R. 200, Subpart F - Audit Requirements, Sections 200.500 - 200.521; and
 - e. those sections in Appendix A to Part 1300 labeled "applies to subrecipients as well as states."

9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail postage prepaid, or email; and be addressed as follows:

to the Department at:
New Mexico Dept. of Transportation
Attn: Traffic Safety Division
P.O. Box 1149
Santa Fe, NM 87504-1149

to the Grantee at:
City of, Las Cruces
Attn: Sergeant – David Gonzalez
217 E. Picacho Avenue
Las Cruces, New Mexico 88004

10. **Severability.** The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.
11. **Liability.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended, and any other applicable law. This section is intended only to define the liabilities between the parties, and it is not intended to modify in any way, the parties' liabilities as governed by law.
12. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2.
13. **Term.** This Agreement takes effect as of the date the last party to sign it on the signature page below. The grantee may not start work until directed to by the Department. The Agreement terminates on September 30, 2026, unless earlier terminated as provided in Section 6 or Section 7.
14. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law provisions, govern all adversarial proceedings arising out of this Agreement.
15. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.
16. **No Third-party Beneficiary.** This Agreement does not confer any rights or remedies on anyone other than the parties.
17. **Scope of Agreement and Merger.** This Agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter of this Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents will be valid unless included in this Agreement.

- 18. Disadvantaged Business Enterprise.** The following provision applies to a USDOT-assisted federally funded agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).
- 19. Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the parties.

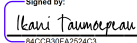
The remainder of this page is intentionally left blank.

Each party is signing this Agreement on the date stated opposite that party’s signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

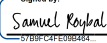
By:  _____ Date: 03/10/26
Cabinet Secretary or Designee

CITY OF, LAS CRUCES

By:  _____ Date: 02/09/26

Title: City Manager

Approved as to form and legal sufficiency.

By:  _____ Date: 01/21/26
Assistant General Counsel
Department of Transportation

Approved as to form and legal sufficiency.

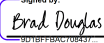
By:  _____ Date: 01/26/26
Counsel for City of, Las Cruces

Exhibit A: Scope of Work, Training, Reimbursement and Reporting**END DRIVING WHILE IMPAIRED (ENDWI) Project Number: 06-AL-64-049**

1. **Scope of Work.** The Grantee shall conduct sobriety checkpoints (SCs) and DWI directed enforcement patrols (DDEPs) in high crash locations, identified in data compiled by local, state, or federal government agencies, included in the Grantee's Operational Plan, and as negotiated between the Department and the Grantee. The Department encourages the Grantee to accompany SCs and DDEPs with public information, media, and educational activities. SCs must be scheduled to be staffed by at least five (5) officers as required by *City of Las Cruces v. Bentancourt, 1987-NMCA-039*, and must last a minimum of four (4) hours. The number of officers staffing an SC must meet the amount required by *Bentancourt* but not exceed the number detailed in the Grantee's Operational Plan. If the SC is not staffed with the minimum number of officers or was not conducted for the minimum number of hours, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for SCs based on the justification. DDEPs must deploy officers in high crash locations consistent with the enforcement plan. If the DDEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for DDEPs based on the justification. The Grantee is encouraged to schedule SCs and DDEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, and National DWI Mobilizations as identified below.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

Winter Superblitz Period -- November 15, 2025 to January 1, 2026.

St. Patrick's Day Mini Superblitz Period -- March 8 to March 17, 2026.

Spring Superblitz Period- "Put the phone away or pay" --April 6 to April 13, 2026

Cinco de Mayo May Mini Superblitz Period -- May 1 to May 7, 2026.

National Occupant Protection Mobilization Click It or Ticket period --May 11 to May 31, 2026.

Fourth of July Mini Superblitz Period -- July 1 to July 8, 2026.

National DWI Mobilization Period -- August 12 to September 7, 2026.

Summer enforcement period -- June 17, 2026 through September 19, 2026.

Winter Superblitz Period -- November 14, 2026 to January 1, 2027.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.
4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs, andDDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit monthly claims no later than the 10th of each month during this Agreement period. The final claim shall be submitted no later than October 31, 2026. If the final claim is submitted after October 31, 2026, the claim must be accompanied by a justification letter. The Department may deny the claim.

Each claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. claims submitted by the 10th of each month; claims submitted after the 10th of each month will not be paid unless the Department directs the Grantee to submit on an alternate schedule;
 - b. pay, including overtime, for officers conducting traffic safety DWI enforcement in areas consistent with the enforcement plan;
 - c. pay, including overtime, for officers attendance at administrative license revocation hearings and court hearings directly related to DWI arrests made while participating in the ENDWI program;
 - d. overtime costs for officers or authorized personnel to support activities directly related to the SCs and/or DDEPs conducted during the claim month. Authorized personnel may include dispatcher(s), transport personnel, and others as authorized by checkpoint supervisor or command staff. The Grantee can only claim up to ten percent (10%) of the total monthly claim amount;
 - e. in-state travel and related expenses for officers to attend DWI related training approved by the Department in advance to be reimbursed in accordance with 2.42.2 NMAC; and
 - f. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.
5. **Reporting.** *The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash

reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding.** The Department expects the funding source to be IJA 164 Transfer Funds and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.608. However, both funding source and CFDA number are subject to change at the Department’s discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project’s itemized budget is as follows:

Personal Services	\$32,250.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$32,250.00

7. **Goals.** Projected annual and five-year average alcohol-impaired fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. The State's comprehensive set of proven countermeasure strategies and projects including ENDWI enforcement and media, law enforcement and prosecution support, supervised probation, drug courts, and court monitoring will assist the State in achieving reductions in these preventable fatalities. The State has set a 2025 annual target of 140 alcohol-impaired fatalities and a 2026 annual target of 130 alcohol-impaired fatalities.

Exhibit B: Scope of Work, Training, Reimbursement and Reporting**BUCKLE UP (BKLUP) and CLICK IT OR TICKET (CIOT) Project Number: 06-OP-05b-049**

1. **Scope of Work.** The Grantee shall conduct occupant protection directed enforcement patrols (ODEPs) in high crash locations identified in data compiled by local, state or federal government agencies and contained in the Grantee's Operational Plan. The Department encourages the Grantee to accompany the ODEPs with public information, media and educational activities. ODEPs must deploy officers in high crash locations consistent with the enforcement plan for occupant protection issues. If the ODEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for ODEPs based on the justification. The Grantee is encouraged to schedule ODEPs throughout the grant period with a focus on participating during the high-visibility enforcement activities identified below.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

Winter Superblitz Period -- November 15, 2025 to January 1, 2026.

St. Patrick's Day Mini Superblitz Period -- March 8 to March 17, 2026.

Spring Superblitz Period- "Put the phone away or pay" --April 6 to April 13, 2026

Cinco de Mayo May Mini Superblitz Period -- May 1 to May 7, 2026.

National Occupant Protection Mobilization Click It or Ticket period --May 11 to May 31, 2026.

Fourth of July Mini Superblitz Period -- July 1 to July 8, 2026.

National DWI Mobilization Period -- August 12 to September 7, 2026.

Summer enforcement period -- June 17, 2026 through September 19, 2026.

Winter Superblitz Period -- November 14, 2026 to January 1, 2027.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to

conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked ODEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit monthly claims no later than the 10th of each month during this Agreement period. The final claim shall be submitted no later than October 31, 2026 on a form approved by the Department. If the final claim is submitted after October 31, 2026, the claim must be accompanied by a justification letter. The Department may deny the claim.

The Department will pay the Grantee for the following:

- a. claims submitted by the 10th of each month; claims submitted after the 10th of each month will not be paid unless the Department directs the Grantee to submit on an alternate schedule;
 - b. pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;
 - c. attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training;
 - d. assistance at child safety seat clinics or car seat fitting stations; and
 - e. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.
5. **Reporting.** *The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
6. **Funding.** The Department expects the funding source to be IJJA 405b Transfer Funds and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.616. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$4,200.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$4,200.00

7. Goals.

- a. Projected annual and five-year average unrestrained vehicle occupant fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. Given the State's comprehensive set of proven countermeasure strategies and associated projects, including enforcement of primary seat belt and child restraint use laws, high-visibility media, and child safety seat distribution system, the State has set a 2025 five-year average target of 122.6 unrestrained vehicle occupant fatalities, and a 2026 five-year average target of 122.5.
- b. The State anticipates being able to increase its seat belt use to at least 90 percent over the next three years, and although projections indicate a decline in these numbers through 2026, the State has determined to set targets of 90 percent in 2024, 2025 and 2026.

Exhibit C: Scope of Work, Training, Reimbursement and Reporting**SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) and
SUMMER ENFORCEMENT PERIOD** Project Number: 06-PT-02-049

1. **Scope of Work.** The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and contained in the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for DEPs based on the justification. *The Grantee is encouraged to schedule DEPS through the grant period with a focus on participating during the Summer enforcement period which runs August 12, 2026 through September 7, 2026.*
2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.
3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.
4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked DEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit monthly claims no later than the 10th of each month during this Agreement period. The final claim shall be submitted no later than October 31, 2026 on a form approved by the Department. If the final claim is submitted after October 31, 2026, the claim must be accompanied by a justification letter. The Department may deny the claim.

The Department will reimburse the Grantee for the following:

- a. claims submitted by the 10th of each month; claims submitted after the tenth of each month will not be paid unless the Department directs the Grantee to submit on an alternate schedule;
 - b. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this **Exhibit C**;
 - c. training for officers as approved by the Department. Pay for travel and traffic safety related training; and
 - d. the employer’s portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency’s written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.
5. **Reporting.** *The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
6. **Funding – STEP.** The Department expects the funding source to be IJIA NHTSA 402 and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.600. However, both funding source and CFDA number are subject to change at the Department’s discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project’s itemized budget is as follows:

Personal Services	\$21,950.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$21,950.00

7. **Goals.**
- a. Annual and five-year average speeding-related fatality data indicate increasing numbers and rates of such fatalities from 2021 through 2026. The State's Police Traffic Services program is focused on all dangerous driving behaviors, including speeding. The proven countermeasure of high-visibility enforcement will support the State's efforts to reduce these fatalities by prioritizing identified high-risk community streets and roadways, and by providing support and training to law enforcement officers. The State has set a 2024 annual target of 160 speeding-related fatalities, and a 2026 annual target of 150 speeding-related fatalities.
 - b. Annual and five-year average alcohol-impaired fatality data indicate increasing numbers

and rates of these fatalities from 2021 through 2026. The State's comprehensive set of proven countermeasure strategies and projects including ENDWI enforcement and media, law enforcement and prosecution support, supervised probation, drug courts and court monitoring will assist the State in achieving reductions in these preventable fatalities. The State has set a 2025 annual target of 140 alcohol impaired fatalities, and a 2026 annual target of 130 alcohol-impaired fatalities.

- c. Annual and five-year average unrestrained vehicle occupant fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. Given the State's comprehensive set of proven countermeasure strategies and associated projects, including enforcement of primary seat belt and child restraint use laws, high-visibility media, and child safety seat distribution system, the State has set a 2025 five-year average target of 122.6 unrestrained vehicle, and a 2026 target of 122.5 fatalities.
- d. The State anticipates being able to increase its seat belt use to at least 90 percent over the next three years, and although projections indicate a decline in these numbers through 2026, the State has set targets of 90 percent seat belt use in 2024, 2025 and 2026.
- e. Five-year average fatalities indicate increasing fatalities from 415.6 in 2021 to 470.4 in 2024; however the State has set a 2025 five-year target of 415.4 fatalities, with reductions in 2026.
- f. The methodology used to project five-year average suspected serious injuries indicate decreasing levels between 2021 to 2024, with levels more in the 2021 range in 2025 and 2026; however the State has set a 2025 five-year target of 1,010.0 serious injuries, with reductions through 2026.
- g. Five-year average motorcyclist data indicate between 50 and 52 motorcyclist fatalities between 2021 and 2024, with slightly higher projections for 2025 and 2026. The State's Motorcycle Safety Program projects focused on Motorcyclist Rider Training, includes highlighting dangerous driving behaviors, such as impaired driving and non-helmet driving or riding. NMDOT also supports motorcycle safety awareness, communications and outreach to both motorcyclists and other vehicle drivers. The State has set a 2025 five-year average target of 49.5 motorcyclist fatalities, with reductions each year through 2026.
- h. Projected annual data for under-21 drivers in fatal crashes indicate a reduction in these crashes from a high of 66 in 2021 to 50 (per 2022 preliminary data); however projected data indicate higher numbers of these crashes from 2023 through 2026. The State-funded Driver Education and Driver Safety Program aims to provide quality and comprehensive driver safety education throughout the State to novice drivers with the goal of reducing preventable fatalities. The State has set a 2025 annual target of 55 under -21 drivers in fatal crashes, with reductions each year through 2026.
- i. 2021 pedestrian fatalities were at their highest level in over a decade at 102 in 2021, rising from 79 in 2020. 2022 preliminary data indicate a slight decrease to 94, but projections for 2024-2026 are indicating higher numbers of these fatalities. The State has set a 2025 annual target of 90 pedestrian fatalities, with reductions each year through 2026.
- j. 2021 five-year bicyclist fatalities were at their highest level in the last five years. Although the five-year average is expected to go up slightly in 2022, projections indicate a downward trend and given this, the State has set a 2025 five-year average target of 5.5 bicyclist fatalities, with reductions each year through 2026.

Exhibit D: Scope of Work, Training, Reimbursement and Reporting

Distrated Driving Project Number: 06-DD-05e-049

1. **Scope of Work.** The Grantee shall conduct distracted driving directed enforcement patrols (DDDEPs) in high crash locations identified in data compiled by local, state or federal government agencies and contained in the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DDDEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the enforcement plan for distracted driving issues. If the DEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for DEPs based on the justification. The Grantee is encouraged to schedule DEPs throughout the grant period with a focus on participating during the **"Spring Superblitz Period- Put the Phone Away or Pay"** for distracted driving.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

"Spring Superblitz Period- Put the Phone Away or Pay" means April 6 to April 13, 2026.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the ,DEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit monthly claims no later than the 10th of each month during this Agreement period. The final claim shall be submitted no later than October 31, 2026. If the final claim is submitted after October 31, 2026, the claim must be accompanied by a justification letter. The Department may deny the claim.

Each claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. claims submitted by the 10th of each month; claims submitted after the 10th of each month will not be paid unless the Department directs the Grantee to submit on an alternate schedule;;
- b. pay, including overtime, for officers conducting traffic safety DWI enforcement in areas consistent with the enforcement plan;
- c. overtime costs for officers or authorized personnel to support activities directly related to the DEPs conducted during the claim month. Authorized personnel may include dispatcher(s), transport personnel, and others as authorized by checkpoint supervisor or command staff. The Grantee can only claim up to ten percent (10%) of the total monthly claim amount;
- d. in-state travel and related expenses for officers to attend DWI related training approved by the Department in advance to be reimbursed in accordance with 2.42.2 NMAC; and
- e. the employer’s portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency’s written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.

5. **Reporting.** *The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding.** The Department expects the funding source to be IJA Distracted Driving Funds and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.616. However, both funding source and CFDA number are subject to change at the Department’s discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project’s itemized budget is as follows:

Personal Services	\$3,000.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$3,000.00

7. **Goals.** Projected annual data indicate the increasing numners and rates of these fatalities through 2026. The State’s Police Traffic Services projects of state-wide high-visibiliy distracted driving and speed enforcement will reach approximately 96% of the State’s population, coupled with education and media activities with the anticipated outcome of reducing these fatalities. The State has set a 2026 annual target of 170 fatalities in distracted driving crashes.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants

[Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period.

Requirements that also apply to subrecipients are noted under the applicable caption.]

State: New Mexico

Fiscal Year: 2026

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;

- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
 - Unique entity identifier (generated by **SAM.gov**);
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received—
 - (I) 80 percent or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\)](#), [78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, ([23 U.S.C. 324 et seq.](#)), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794 et seq.](#)), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101 et seq.](#)), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the

Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (c) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) ^[1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
 10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation, and employee assistance programs;
4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.*, "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an

erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS—PRIMARY TIER COVERED TRANSACTIONS**

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement ([23 U.S.C. 313](#)) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST**(applies to subrecipients as well as States)****GENERAL REQUIREMENTS**

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in

organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under [23 U.S.C. 402](#) is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. ([23 U.S.C. 402\(b\)\(1\)\(A\)](#))
3. At least 40 percent of all Federal funds apportioned to this State under [23 U.S.C. 402](#) for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs ([23 U.S.C. 402\(b\)\(1\)\(C\)](#)) or 95 percent by and on behalf of Indian tribes ([23 U.S.C. 402\(h\)\(2\)](#)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. ([23 U.S.C. 402\(b\)\(1\)\(D\)](#))
5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. ([23 U.S.C. 402\(b\)\(1\)\(E\)](#))
6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:

- Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
 - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - Increase use of seat belts by occupants of motor vehicles;
 - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
 - An annual statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
 - Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
 - Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C.
 - 148(a); and
 - Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands
7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4))

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Click here to validate form fields and permit signature

DocuSigned by:

 5810E8AA6255842F

07/31/25

Signature Governor's Representative for Highway Safety

Date

Ricky Serna, Cabinet Secretary New Mexico Dept. of Transpor

Printed name of Governor's Representative for Highway Safety

New Mexico Traffic Safety Division Project Information Sheet

Contract Number:	TS05462				
Government Unit:	City of, Las Cruces				
FFY26 Contract term:	(3.10.2026 – 09/30/2026)				
Supplier Number:	0000054342	RFP? Y/N	No		
Grantee Contact Info					
Project Director and Title:		Sergeant – David Gonzalez			
Phone:	(575) 528-4148	E-mail:	dgonzalez@lascruces.gov		
Agency Name:	City of, Las Cruces				
Address:	217 E. Picacho Avenue				
City, State ZIP:	Las Cruces, New Mexico 88004				
TSD Contact Info					
Program Manager:	Sonya Dalton	Phone:	(505) 531-7672		
TSD Finance:	Stephanie Ortiz	Phone:	(505) 570-7305		
Budget Breakdown					
Funding	Project Number	Amount	Fund	Department Code	PO Number
164	06-AL-64-049	\$32,250.00	10010	5000	433685
405b	06-OP-05b-049	\$4,200.00	10010	5000	433686
402	06-PT-02-049	\$21,950.00	10010	5000	433687
405e DD	06-DD-05e-049	\$3,000.00	10010	5000	433689
Total		\$61,400.00			
PO Entered by TSD Finance:		Signed by: <i>Stephanie Ortiz</i> 060609E1C39448D...		Date:	03/10/26
PO Approved by Contracts:		DocuSigned by: <i>Christina Lucero</i> 703BCAD8D000C42F...		Date:	03/10/26
Comments:					

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Award

Federal Award Identification Number (FAIN)	NM-2026-009
Award with Amendment Number	NM-2026-009-00
Temporary Application Number	1580-2025-2
Award Name	City of Las Cruces Roadrunner Transit (1580) FY 2025 Section 5307 Operating Assistance and Capital Equipment for Las Cruces NM UZA
Award Status	Obligated / Ready for Execution
Budget Revisions	0

Period of Performance Start Date	2/5/2026		
Original Period of Performance End Date	12/31/2027		
Current Period of Performance End Date	12/31/2027	Revision #: 0	Approved?: Yes

Budget Period Start Date	2/5/2026
Budget Period End Date	12/31/2027

Part 1: Recipient Information

Name: CITY OF LAS CRUCES

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1580	City	CITY OF LAS CRUCES	J3ZLWA2K1X47	077609279

Location Type	Address	City	State	Zip
Physical Address	700 N MAIN ST # 3134	LAS CRUCES	NM	88001
Mailing Address	PO BOX 20000	LAS CRUCES	NM	88004

Union Information

Union Name	UNITED STEELWORKERS OF AMERICA, AFL-CIO/CLC
Address 1	632 N Almendra Street
Address 2	
City	Las Cruces
State	NM
Zipcode	88001
Contact Name	Eric Quiz
Telephone	(575) 202-2771
Fax	
E-mail	equiz79@gmail.com
Website	

Part 2: Award Information

Title: City of Las Cruces Roadrunner Transit (1580) FY 2025 Section 5307 Operating Assistance and Capital Equipment for Las Cruces NM UZA

Award with Amendment Number	Award Status	Award Type	Award Cost Center	Date Created	Last Updated Date	From TEAM?
NM-2026-009-00	Obligated / Ready for Execution	Grant	Region 6	7/14/2025	7/14/2025	No

Award Executive Summary

The New Mexico DOT suballocated \$3,698,863 to the City of Las Cruces from the FFY 2025 Section 5307 federal apportionment to the Las Cruces NM UZA. The suballocation letter and the full appropriation to the Las Cruces UZA was signed on 7-21-2025 and is attached to this application. This funding will be mostly used for 50% of eligible transit operations for approximately 1 fiscal year. The total operating scope of work for this grant application is \$7,333,726 (\$3,666,863 grant, \$3,666,863 match). The 50% local match for this project, \$3,666,863, will come from various local City of Las Cruces (City) funds, including the City's General Fund, Gas Tax Fund, and/or Hold Harmless Fund (gross receipts tax revenue returned to the City from the State of New Mexico). One staff vehicle (\$32,000 grant, \$8,000 match) will also be procured.

Activities include funding eligible operating costs up to \$7,373,726 (federal share \$3,666,863, local share \$3,666,863) from July 2025 through approximately June 2026 to include: personnel expenses such as wages, salaries and benefits. The only operational contracting opportunities using federal funds will be for security services. Federal funds may also be used for non-contracting non-salary eligible operational expenses such as utilities and business travel. City match funding will be used for all other competitive contracts. Funds that are not expended on operations by June 30, 2026, will continue to be expended on eligible operating expenses in the first few months of the City's FY2027, which starts July 1, 2026.

With this grant the City will also procure one (1) replacement staff vehicle (Total \$40,000, \$32,000 grant

(80%), \$8,000 local match (20%). This vehicle will primarily be used for bringing drivers to change-outs on route. This capital purchase will involve contracting opportunities. The City certifies that projects funded in this grant are included in the 2025 TAM plan investment prioritization section.

At least 1% of this grant will be used for security projects per the requirements of the 5307 Urbanized Area Program requirements. This requirement will be easily met through the City's security services contract which provides security guard services at the Mesilla Valley Intermodal Transit Terminal (MVITT) in Las Cruces, the primary hub of the City's Roadrunner Transit Service with connections to regional transit services. Security services are provided at this location during all transit service hours. The security contract is always bid with applicable federal clauses including Disadvantage Business Enterprise (DBE) requirements.

This application will use pre-award authority as some operating expenses incurred after July 1, 2025, may be applied to this grant.

Funding for all these projects is included in the New Mexico eSTIP, which is also attached to this application.

Frequency of Milestone Progress Reports (MPR)

Annual

Frequency of Federal Financial Reports (FFR)

Annual

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Description

Purpose

The purpose of this award is to provide 1 year of operating assistance for the City of Las Cruces Roadrunner transit system to assist it in fixed route transit operations during the for period of 7/01/2024

to approximately 6/30/2025. This grant will also replace a 2011 Dodge Caravan that has exceeded its useful life.

Activities to be performed:

Operating funds will be used to cover all eligible operating expenses such as transit employee salaries, fuel, utilities, business travel, and operational supplies. Capital funds will purchase a replacement staff van.

Expected outcomes:

This funding will permit Roadrunner Transit to continue to provide fixed-route and demand-response transit operations during the period from July 1, 2025 to approximately June 30, 2026. This grant will also help to ensure that vehicles in the transit fleet that have met their useful life will continue to be replaced in a timely manner to ensure an ongoing reliable fleet.

Intended beneficiaries:

Intended beneficiaries are residents, visitors, local businesses, and major educational institutions. They will benefit from well-supported, reliable, and on-going fixed route and demand response transit services.

Subrecipient Activities:

N/A - there are no subrecipients.

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Richard	Hanway	Transit Operations Manager	rhanway@las-cruces.org	575-541-2533
	troy.thomas@dot.gov	General Engineer		
	ikemefune.ogboli@dot.gov	Community Planner		

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$3,698,863
Local			\$3,674,863
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$7,373,726

Award Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2026-009-01-00	114-00 (114-A2)	BUS: SUPPORT EQUIP AND FACILITIES	\$32,000.00	\$8,000.00	\$40,000.00	1
NM-2026-009-01-00	ACQUIRE 11.42.11 - SUPPORT VEHICLES		\$32,000.00	\$8,000.00	\$40,000.00	1
NM-2026-009-01-00	300-00 (300-A1)	OPERATING ASSISTANCE	\$3,666,863.00	\$3,666,863.00	\$7,333,726.00	0
NM-2026-009-01-00	30.09.01	UP TO 50% FEDERAL SHARE	\$3,666,863.00	\$3,666,863.00	\$7,333,726.00	0

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
NM-90-X217	NM-2026-009-01-00	OPERATING ASSISTANCE	300-00 (300)	A1	350000	New Mexico	2025.2J.90.91.2	09	Urbanized Area Formula Grants	\$3,666,863	\$3,666,863
NM-90-X217	NM-2026-009-01-00	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A2	350000	New Mexico	2025.2J.90.91.2	09	Urbanized Area Formula Grants	\$32,000	\$32,000

Part 3: Project Information

Project Title: FY2025 Section 5307 City of Las Cruces Roadrunner Transit Operations Funding and Staff Vehicle Procurement.

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NM-2026-009-01-00	1580-2025-2-P1	7/18/2025	7/1/2025	12/31/2026

Project Description

There are two (2) activities to be accomplished with this award.

1. Funding for 50% of eligible operating costs up to \$3,666,863 federal share, from July 1, 2025, through approximately June 30, 2026, to include: personnel expenses such as wages, salaries and benefits, Federal funds will also be used for non-contracting operational expenses such as utilities and business travel. The only operational contracting opportunities funded with federal funds will be for fuel and contracted security services. City match funding will be used for all other competitive contracts. Any operating funds not expended by June 30, 2026, will be applied to eligible operating expenses in the first few months of the City FY2027 which begins July 1, 2026.

2. This grant will also fund 80% of one (1) replacement staff vehicle (Total 40,000, \$32,000 grant, \$8,000 local match). This vehicle will primarily be used for bringing drivers to change-outs on route. The vehicle being replaced is a 2011 Dodge Caravan. This vehicle, per the City's TAM plan has a useful life (UL) of 14 years. This vehicle has exceeded its UL and is getting expensive to repair. The City certifies that projects funded in this grant are included in the 2025 TAM plan investment prioritization section. The replacement vehicle will be of a similar style and perform a similar function and will have a UL also of 14 years.

Project Benefits

This project benefits residents, visitors, local businesses, and major educational institutions who will benefit from well-supported, reliable, and on-going fixed route and demand response transit services, including reliable vehicles. The replacement of vehicles will also meet the City's State of Good Repair goals in its Asset Management Plan.

Additional Information

None provided.

Location Description

City services will be provided in the Las Cruces NM urbanized area. Las Cruces is located in Dona Ana County NM. The urbanized area includes the town of Mesilla and the New Mexico State University campus (University Park CDP), the Village of Dona Ana CDP, and parts of Dona Ana County.

Project Location (Urbanized Areas)

UZA Code	Area Name
350000	New Mexico
353520	Las Cruces, NM

Congressional District Information

District	State
2	New Mexico

Program Plan Information

STIP/TIP

Date: 7/18/2025

Description: Copy of ESTIP for operating 5307 and Capital equipment purchase.

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$3,698,863
Local			\$3,674,863
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$7,373,726

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2026-009-01-00	114-00 (114-A2) BUS: SUPPORT EQUIP AND FACILITIES	\$32,000.00	\$8,000.00	\$40,000.00	1
NM-2026-009-01-00	11.42.11 ACQUIRE - SUPPORT VEHICLES	\$32,000.00	\$8,000.00	\$40,000.00	1
NM-2026-009-01-00	300-00 (300-A1) OPERATING ASSISTANCE	\$3,666,863.00	\$3,666,863.00	\$7,333,726.00	0
NM-2026-009-01-00	30.09.01 UP TO 50% FEDERAL SHARE	\$3,666,863.00	\$3,666,863.00	\$7,333,726.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 11.42.11 - ACQUIRE - SUPPORT VEHICLES

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.11	ACQUIRE - SUPPORT VEHICLES	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	1

Extended Budget Description

Activity under this scope is to replace one existing staff vehicle that has met it's Useful Life (UL) under the City's Transit Asset Management Plan. The vehicle being replaced is a year 2011 Dodge Caravan VIN#2D4RN3DG6BR738365, Mileage 101,846. It has exceeded it's UL of 4 years and is expensive to maintain. The City intends to buy similar type gasoline or hybrid gas/electric engine vehicle as a replacement. If this vehicle can be found on a compliant state contract, the City will purchase the vehicle off of that. If not, the City will solicit a competitive bid for it. The anticipated useful life of the new support vehicle will be 4 years or 100,000 miles.

A screenshot of New Mexico eSTIP project is TL00120 is attached to this grant.

\$32,000 grant \$8,000 city match

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$32,000
Local			\$8,000
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$40,000

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2026	Start staff vehicle procurement.
End Date	9/30/2026	Complete staff vehicle procurement.

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	0

Extended Budget Description

Funding for 50% of eligible operating costs up to \$3,666,863 federal share, from July 1, 2025, through approximately June 30, 2026, to include: personnel expenses such as wages, salaries and benefits, Any balances to the operations scope of work on July 1, 2026 will be used in the period between July 1, 2026, and December 31, 2026. Federal funds will also be used for non-contracting operational expenses such as utilities and business travel. The only operational contracting opportunities funded with federal funds will be for fuel and contracted security services. City match funding will be used for all other competitive contracts related to operations.

A screenshot of New Mexico eSTIP project is TL00100 is attached to this grant.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$3,666,863
Local			\$3,666,863
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$7,333,726

Milestone Name	Est. Completion Date	Description
Start Date	7/1/2025	
End Date	12/31/2026	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
------------------	------

Class IIc CE Approved

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	0	\$3,666,863.00	\$7,333,726.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.11	ACQUIRE - SUPPORT VEHICLES	1	\$32,000.00	\$40,000.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By Ikemefune Ogboli	
Comment Type	Pre-Award Manager Returns Application
Date	1/13/2026
Comment	Grant Comments for 1580-2025-2: Please change all references from Useful Life Benchmark (ULB) to Useful Life (UL).

The guidance for determining useful life is FTA Circular 5010.1E, Award Management Requirements Circular (Award Management Requirements Circular (5010.1E) | FTA (dot.gov)). More specifically the useful life for rolling stock is found on Page IV-24, subparagraph (2) FTA Minimum Useful Life Policy for Rolling Stock and Ferries. The recipient must submit a written request to Region-6 to varying from the useful life as specified in the circular and FTA must approve it. See my follow up email for a discussion about ULB vs. UL. You are encouraged to share this with the recipient. I believe we also discussed this with Mike Bartholomew.

I have previously reminded Las Cruces Transit of its SAM Expiration Date of 01/07/2026. Grant award cannot be granted by FTA with an expired SAM status (Hopefully this has been addressed as of this writing).

Application Details: Please upload the fully signed FY2025 Las Cruces Spilt Letter in the Application Details.

Application Executive Summary: Please add the date for the suballocation letter to the second sentence of the first paragraph.

Award Description: Please add the capital equipment to the Purpose, Activities to be performed and expected outcomes.

ALI 11.42.11 - ACQUIRE - SUPPORT VEHICLES:

- o Add useful life in miles for the new vehicle.
- o Add the year/make/model, VIN, milage and original useful life (years and miles) for the vehicle being replaced.

ALI 30.09.01 - UP TO 50% FEDERAL SHARE: At a minimum, activities that will require a contract award (third-party contracting) and are \$250,000 or greater (simplified acquisition threshold) should have milestones identifying the

- o (1)Request for Proposal (RFP)/Invitation for Bids (IFB) Issuance Date,
- o (2) Contract Award Date, and
- o (3) Contract Completion Date.

Please let me know when these comments are addressed, to move the application forward.

Application Review Comments

Comment By Margaret Griffin	
Comment Type	Application Details
Date	1/16/2026
Comment	Only eligible Transit Vehicle Manufacturers (TVM) may bid on FTA-assisted transit vehicle procurements. The current list of eligible TVMs can be found at https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers . Recipient must ensure that all FTA-assisted vehicle purchases comply with the ADA requirements in 49 CFR Part 37 and Part 38, and purchases are through an eligible TVM.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

**GRANT AGREEMENT
(FTA G-34)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(34), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: CITY OF LAS CRUCES

Recipient ID: 1580

UEI: J3ZLWA2K1X47

DUNS: 077609279

Award Information

Federal Award Identification Number (FAIN): NM-2026-009

Award with Amendment Number: NM-2026-009-00

Award Name: City of Las Cruces Roadrunner Transit (1580) FY 2025 Section 5307 Operating Assistance and Capital Equipment for Las Cruces NM UZA

Award Start Date: 2/5/2026

Original Award End Date: 12/31/2027

Current Award End Date: 12/31/2027

Award Executive Summary: The New Mexico DOT suballocated \$3,698,863 to the City of Las Cruces from the FFY 2025 Section 5307 federal apportionment to the Las Cruces NM UZA. The suballocation letter and the full appropriation to the Las Cruces UZA was signed on 7-21-2025 and is attached to this application. This funding will be mostly used for 50% of eligible transit operations for approximately 1 fiscal year. The total operating scope of work for this grant application is \$7,333,726 (\$3,666,863 grant, \$3,666,863 match). The 50% local match for this project, \$3,666,863, will come from various local City of Las Cruces (City) funds, including the City's General Fund, Gas Tax Fund, and/or Hold Harmless Fund (gross receipts tax revenue returned to the City from the State of New Mexico). One staff vehicle (\$32,000 grant, \$8,000 match) will also be procured.

Activities include funding eligible operating costs up to \$7,373,726 (federal share \$3,666,863, local share \$3,666,863) from July 2025 through approximately June 2026 to include: personnel expenses such as wages, salaries and benefits. The only operational contracting opportunities using federal funds will be for security services. Federal funds may also be used for non-contracting non-salary eligible operational expenses such as utilities and business travel. City match funding will be used for all other competitive contracts. Funds that are not expended on operations by June 30, 2026, will continue to be expended on eligible operating expenses in the first few months of the City's FY2027, which starts July 1, 2026.

With this grant the City will also procure one (1) replacement staff vehicle (Total \$40,000, \$32,000 grant (80%), \$8,000 local match (20%). This vehicle will primarily be used for bringing drivers to change-outs on route. This capital purchase will involve contracting opportunities. The City certifies that projects funded in this grant are included in the 2025 TAM plan investment prioritization section.

At least 1% of this grant will be used for security projects per the requirements of the 5307 Urbanized Area Program requirements. This requirement will be easily met through the City's security services contract which provides security guard services at the Mesilla Valley Intermodal Transit Terminal (MVITT) in Las Cruces, the primary hub of the City's Roadrunner Transit Service with connections to regional transit services. Security services are provided at this location during all transit service hours. The security contract is always bid with applicable federal clauses including Disadvantage Business Enterprise (DBE) requirements.

This application will use pre-award authority as some operating expenses incurred after July 1, 2025, may be applied to this grant.

Funding for all these projects is included in the New Mexico eSTIP, which is also attached to this application.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$7,373,726.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$3,698,863.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$3,674,863.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$3,698,863.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$3,674,863.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$3,698,863
Local			\$3,674,863
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$7,373,726

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified

DOL Review Date: 2/5/2026

DOL Certification Date: 2/5/2026

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

Gail Lyssy

Regional Administrator

FEDERAL TRANSIT ADMINISTRATION

U.S. DEPARTMENT OF TRANSPORTATION

Contact Info: gail.lyssy@dot.gov

Award Date: 2/5/2026

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

CITY OF LAS CRUCES

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Award

Federal Award Identification Number (FAIN)	NM-2026-013
Award with Amendment Number	NM-2026-013-00
Temporary Application Number	1580-2025-1
Award Name	City of Las Cruces Roadrunner Transit (1580) Section 5339 FY 2025 Appropriation for Replacement of Paratransit Vehicles
Award Status	Active (Executed)
Budget Revisions	0

Period of Performance Start Date	3/4/2026		
Original Period of Performance End Date	10/31/2027		
Current Period of Performance End Date	10/31/2027	Revision #: 0	Approved?: Yes

Budget Period Start Date	3/4/2026
Budget Period End Date	10/31/2027

Part 1: Recipient Information

Name: CITY OF LAS CRUCES

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1580	City	CITY OF LAS CRUCES	J3ZLWA2K1X47	077609279

Location Type	Address	City	State	Zip
Physical Address	700 N MAIN ST # 3134	LAS CRUCES	NM	88001
Mailing Address	PO BOX 20000	LAS CRUCES	NM	88004

Union Information

Union Name	UNITED STEELWORKERS OF AMERICA, AFL-CIO/CLC
Address 1	632 N Almendra Street
Address 2	
City	Las Cruces
State	NM
Zipcode	88001
Contact Name	Eric Quiz
Telephone	(575) 202-2771
Fax	
E-mail	equiz79@gmail.com
Website	

Part 2: Award Information

Title: City of Las Cruces Roadrunner Transit (1580) Section 5339 FY 2025 Appropriation for Replacement of Paratransit Vehicles

Award with Amendment Number	Award Status	Award Type	Award Cost Center	Date Created	Last Updated Date	From TEAM?
NM-2026-013-00	Active (Executed)	Grant	Region 6	6/6/2025	6/6/2025	No

Award Executive Summary

This grant will use the Federal Fiscal Year 2025 Small Urbanized Section 5339 funding suballocated to the City of Las Cruces by the New Mexico Department of Transportation. The suballocation letter is attached to this application and was signed on 7-21-2025. This grant will fund 85% of the cost of acquiring two (2) replacement fully ADA-accessible paratransit buses (Total \$340,525, \$289,446 grant, \$51,079 local match). Any funds left will be used in combination with FY2026 5339 funds to purchase a 3rd paratransit vehicle that has exceeded its useful life.

In executing this grant, the City agrees to abide by Section 3011 of the FAST Act (49 U.S.C. 5323(j)(2)(C)) regarding the phased increase in domestic content under the Buy America statute for rolling stock. As the Grant Agreement includes an FTA-funded transit vehicle purchase, the City agrees to comply with the related requirements set forth in 49 CFR 26.49(a). Specifically, the City ensures as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, that each transit vehicle manufacturer certified that it complied with DOT requirements for submitting a DBE program and goal to FTA prior to bidding. The City is also required to submit the name of the successful vendor and the total dollar value of the contract within 30 days of making an FTA-assisted transit vehicle award using the required FTA reporting tool. The City understands that failure to comply with these requirements may result in formal enforcement action or appropriate sanction as determined by FTA, including reimbursement of FTA funds used for the vehicle procurement. By executing this grant, the City certifies that projects funded in this grant are included in the 2025 TAM plan investment prioritization section.

The local match will be from one or more of these local City funds: General Fund, Gas Tax Fund, Hold

Harmless Fund (a rebate the State gives the City on gross receipts tax revenue) or Vehicle Acquisition Fund.

Frequency of Milestone Progress Reports (MPR)

Annual

Frequency of Federal Financial Reports (FFR)

Annual

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Description

Purpose

The purpose of this award is to acquire two (2) fully ADA-accessible replacement paratransit vehicles. All vehicles have met their Useful Life (UL) per FTA minimum useful life policy.

Activities to be performed:

Purchase two (2) paratransit vehicles to replace two (2) older paratransit vehicles that are out of their useful life. Any funds left will be used in combination with FY2026 5339 funds to purchase a 3rd paratransit vehicle that has exceeded it's useful life.

Expected outcomes:

This funding will permit Roadrunner Transit to procure two paratransit vehicles to replace two existing paratransit vehicles that have exceeded their UL and are expensive to maintain. These vehicle replacements will help ensure that the paratransit fleet continues to remain reliable. Any funds left will be used in combination with FY2026 5339 funds to purchase a 3rd paratransit vehicle that has exceeded it's useful life.

Intended beneficiaries:

Intended beneficiaries are residents and visitors who rely on paratransit services. This purchase will help to ensure that the paratransit vehicle fleet remains in a state of good repair so that reliable paratransit service continues.

Subrecipient Activities:

N/A - there are no subrecipients.

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Richard	Hanway	Transit Operations Manager	rhanway@las-cruces.org	575-541-2533
	troy.thomas@dot.gov	General Engineer		
	ikemefune.ogboli@dot.gov	Community Planner		

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$289,446
Local			\$51,079
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$340,525

Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2026-013-01-00	111-00 (111-A1) BUS - ROLLING STOCK	\$289,446.00	\$51,079.00	\$340,525.00	2
NM-2026-013-01-00	BUY 11.12.04 REPLACEMENT <30 FT BUS	\$289,446.00	\$51,079.00	\$340,525.00	2

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
NM-34-0050	NM-2026-013-01-00	BUS - ROLLING STOCK	111-00 (111)	A1	350000	New Mexico	2025.2J.34.BF.2	09	Bus Form - Formula Alloc	\$289,446	\$289,446

Part 3: Project Information

Project Title: City of Las Cruces Roadrunner Transit (1580) Section 5339 FY 2025 Appropriation for Replacement Paratransit Vehicles

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NM-2026-013-01-00	1580-2025-1-P1	6/12/2025	3/2/2026	12/31/2026

Project Description

This project will purchase 2 para-transit vehicles and all necessary equipment used in the para-transit operations. These vehicles will replace two para-transit vehicles that are out of useful life in accordance with FTA Minimum Useful Life Policy for Rolling Stock. These two vehicles were classed as having a UL of 7 years or 200,000 miles and have exceeded that benchmark. Vehicle #1 is a 2012 FORD GLAVAL E350 22', VIN #1FDEE3FS1CDA29128, with 197,493 miles. Vehicle #2 is a 2015 STARCRAFT ALLSTAR 22', VIN #1FDEE3FS0GDC03714, with 196,486 miles. They are becoming very expensive to maintain. The vehicles will be replaced with similar type vehicles, 7 year or 200,000 mile replacement in accordance with FTA Minimum Useful Life Policy. The City will first explore whether these vehicles can be procured on a compliant state contract, if not, requests for bid will be issued. Any funds left will be used in combination with FY2026 5339 funds to purchase a 3rd paratransit vehicle that has exceeded it's useful life.

Project Benefits

This purchase will help to ensure that the paratransit vehicle fleet remains in a state of good repair so that reliable paratransit service continues. The replacement of vehicles will also meet the City's State of Good Repair goals in its Asset Management Plan.

Additional Information

None provided.

Location Description

These vehicles will be providing service in the Las Cruces NM urbanized area. Las Cruces is located in Dona Ana County NM. The urbanized area includes the town of Mesilla and the New Mexico State University campus (University Park CDP), the Village of Dona Ana CDP, and parts of Dona Ana County. UZA Code 350000.

Project Location (Urbanized Areas)

UZA Code	Area Name
350000	New Mexico
353520	Las Cruces, NM

Congressional District Information

District	State
2	New Mexico

Program Plan Information

STIP/TIP

Date: 6/12/2025

Description: eSTIP TL00140 from New Mexico Department of Transportation website

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$289,446
Local			\$51,079
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$340,525

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2026-013-01-00	111-00 (111-A1) BUS - ROLLING STOCK	\$289,446.00	\$51,079.00	\$340,525.00	2

NM-2026-013-01-00	11.12.04	BUY REPLACEMENT <30 FT BUS	\$289,446.00	\$51,079.00	\$340,525.00	2
-------------------	----------	----------------------------	--------------	-------------	--------------	---

Project Budget Activity Line Items

Budget Activity Line Item: 11.12.04 - BUY REPLACEMENT <30 FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.04	BUY REPLACEMENT < 30 FT BUS	BUY REPLACEMENTS - CAPITAL BUS	2

Extended Budget Description

Activity under this scope is to replace two existing paratransit vehicles that have met their Useful Life for rolling stock in the FTA Minimum Useful Life policy. These two vehicles were classed as having a UL of 7 years or 200,000 miles and have exceeded that benchmark. Vehicle #1 is a 2012 FORD GLAVAL E350 22', VIN #1FDEE3FS1CDA29128, with 197,493 miles. Vehicle #2 is a 2015 STARCRAFT ALLSTAR 22', VIN #1FDEE3FS0GDC03714, with 196,486 miles. They are becoming very expensive to maintain. The vehicles will be replaced with similar type vehicles, 7 year or 200,000 mile replacement in accordance with FTA Minimum Useful Life Policy. The City will first explore whether these vehicles can be procured on a compliant state contract, if not, requests for bid will be issued. These two vehicles will be fully equipped ADA-compliant vehicles and eligible for the 85% federal share, with the remaining 15% matched by the City. Any funds left will be used in combination with FY2026 5339 funds to purchase a 3rd paratransit vehicle that has exceeded its useful life.

Consistent with FTA Circular 5010.1E, the new paratransit vehicles will be medium-size, medium-duty transit buses with a minimum useful life of 7 years or an accumulation of at least 200,000 miles. Per the City's Transit Asset Management Plan, these vehicles are expected to have a (ULB) of at least 10 years.

A screenshot of New Mexico eSTIP project is TL00110 is attached to this grant.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Propulsion Fuel Type Vehicle Condition Vehicle Size (ft.)

N/A Gasoline New Under 30 Ft with wheelchair lift for ADA compliance

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$289,446
Local			\$51,079
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0

Total Eligible Cost	\$340,525
----------------------------	------------------

Milestone Name	Est. Completion Date	Description
Seek Compliant State Procurement contracts	3/2/2026	Seek State Contract
RFP/IFB Issue Date	3/31/2026	RFP issued if no compliant state contract found.
Final Delivery Date	6/30/2026	6-30-26 selected to give us 6 month lead time from contract award to delivery.
Contract Completion Date	12/31/2026	Extra time given in case there are delays. This milestone will be met sooner if we find a state compliant contract.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.04	BUY REPLACEMENT <30 FT BUS	2	\$289,446.00	\$340,525.00

Part 4: Fleet Details

Fleet Type: Other

Fleet Comments

Eight (11) total staff vehicles
Shop Maintenance Trucks - 3

Administrative Staff Vehicles -1
 Dial-A-Ride Supervisor vehicle - 1
 Fixed Route supervisor vehicles - 1
 Mini vans for Fixed Route driver change out -2
 15 - Passenger van for fixed Route driver change out - 3

		Current Value
I.	Active Fleet	
	A. Peak Requirement	11
	B. Spares	0
	C. Total (A+B)	11
	D. Spare Ratio (B/A)	0%
II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	Total (I.C and II.C)	11

Fleet Type: Fixed Route

Fleet Comments

13 - 35' Gillig heavy duty buses (5 2004s, 4 2008s, 1 2010, 1 2016, 2 2018) -
 5 BYD BEBs 2023
 2 - Arbocs (16 passenger capacity) (2 are 2015s)

Total 20

		Current Value
I.	Active Fleet	
	A. Peak Requirement	13
	B. Spares	7
	C. Total (A+B)	20
	D. Spare Ratio (B/A)	53.85%
II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	Total (I.C and II.C)	20

Fleet Type: Paratransit

Fleet Comments

24' cutaways (light duty vehicles):
 three 2022s, one 2021, three 2020s, one 2017, one 2016s, seven 2015s, three 2012s, one 2010s.

		Current Value
I.	Active Fleet	
	A. Peak Requirement	15
	B. Spares	5
	C. Total (A+B)	20
	D. Spare Ratio (B/A)	33.33%
II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	Total (I.C and II.C)	20

Part 5: FTA Review Comments

Application Review Comments

Comment By Ikemefune Ogboli

Comment Type Pre-Award Manager Returns Application

Date 1/16/2026

Comment Error on my side that requires I return the grant application. Please, go ahead and retransmit the grant application so I can address the error.

Application Review Comments

Comment By Margaret Griffin

Comment Type Application Details

Date 1/16/2026

Comment Only eligible Transit Vehicle Manufacturers (TVM) may bid on FTA-assisted transit vehicle procurements. The current list of eligible TVMs can be found at <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers>. Recipient must ensure that all FTA-assisted vehicle purchases comply with the ADA requirements in 49 CFR Part 37 and Part 38, and purchases are through an eligible TVM.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

**GRANT AGREEMENT
(FTA G-34)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(34), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: CITY OF LAS CRUCES

Recipient ID: 1580

UEI: J3ZLWA2K1X47

DUNS: 077609279

Award Information

Federal Award Identification Number (FAIN): NM-2026-013

Award with Amendment Number: NM-2026-013-00

Award Name: City of Las Cruces Roadrunner Transit (1580) Section 5339 FY 2025 Appropriation for Replacement of Paratransit Vehicles

Award Start Date: 3/4/2026

Original Award End Date: 10/31/2027

Current Award End Date: 10/31/2027

Award Executive Summary: This grant will use the Federal Fiscal Year 2025 Small Urbanized Section 5339 funding suballocated to the City of Las Cruces by the New Mexico Department of Transportation. The suballocation letter is attached to this application and was signed on 7-21-2025. This grant will fund 85% of the cost of acquiring two (2) replacement fully ADA-accessible paratransit buses (Total \$340,525, \$289,446 grant, \$51,079 local match). Any funds left will be used in combination with FY2026 5339 funds to purchase a 3rd paratransit vehicle that has exceeded its useful life.

In executing this grant, the City agrees to abide by Section 3011 of the FAST Act (49 U.S.C. 5323(j)(2)(C)) regarding the phased increase in domestic content under the Buy America statute for rolling stock. As the Grant Agreement includes an FTA-funded transit vehicle purchase, the City agrees to comply with the related requirements set forth in 49 CFR 26.49(a). Specifically, the City ensures as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, that each transit vehicle manufacturer certified that it complied with DOT requirements for submitting a DBE program and goal to FTA prior to bidding. The City is also required to submit the name of the successful vendor and the total dollar value of the contract within 30 days of making an FTA-assisted transit vehicle award using the required FTA reporting tool. The City understands that failure to comply with these requirements may result in formal enforcement action or appropriate sanction as determined by FTA, including reimbursement of FTA funds used for the vehicle procurement. By executing this grant, the City certifies that projects funded in this grant are included in the 2025 TAM plan investment prioritization section.

The local match will be from one or more of these local City funds: General Fund, Gas Tax Fund, Hold Harmless Fund (a rebate the State gives the City on gross receipts tax revenue) or Vehicle Acquisition Fund.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$340,525.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$289,446.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$51,079.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$289,446.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$51,079.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$289,446
Local			\$51,079

Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$340,525

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified

DOL Review Date: 3/2/2026

DOL Certification Date: 3/2/2026

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

Donald Koski

Deputy Regional Administrator

FEDERAL TRANSIT ADMINISTRATION

U.S. DEPARTMENT OF TRANSPORTATION

Contact Info: donald.koski@dot.gov

Award Date: 3/4/2026

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,

- (d) Covenants, and
- (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Richard Hanway
Transit Operations Manager
CITY OF LAS CRUCES
3/4/2026

Agreement No. 26-631-1111-00039

**STATE OF NEW MEXICO
INTERGOVERNMENTAL AGREEMENT
AGREEMENT No. 26-631-1111-00039**

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is effective on the date executed by the Department of Workforce Solutions ("**Effective Date**") and is made and entered into by and between the State of New Mexico, Department of Workforce Solutions ("**Department**") and the City of Las Cruces ("**Contractor**") (individually "**Party**" and collectively "**Parties**").

WITNESSETH

WHEREAS, the Department is an agency of the State of New Mexico, created under § 9-26-1 et seq., NMSA 1978; and

WHEREAS, Contractor is a public body politic and corporate, separate and apart from the State, created under § 3-1-5 (G), NMSA 1978, § 13-1-67 NMSA 1978 and §13-18-1 NMSA 1978; and

WHEREAS, Contractor holds the technical expertise and capacity to perform services necessary to administer an appropriation assigned to the Department; and

WHEREAS, Department is retaining the Contractor to provide its skill and expertise in affordable housing;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to the following terms:

1. Scope of Work.

The Contractor shall perform the Scope of Work attached as "**Exhibit A.**" The Parties agree that the Department, in accordance with the total annual budget stated herein, and after consultation and acceptance by the Contractor, requires the Contractor to fund specific activities and/or programs identified in Exhibit A at levels deemed appropriate by the Department. The Parties agree that **Exhibit A** may be updated and amended from time to time to incorporate any exercise of the Department's discretion identified above without the need for formal amendment of this Agreement.

2. Compensation.

- a. Department shall fund a portion of Contractor's homeless services programs. Department shall pay Contractor the specific costs tied to services satisfactorily completed pursuant to **Exhibit A**. The total budget amount payable under this Agreement shall not exceed Eight Hundred Fifty Thousand Dollars and No Cents (\$850,000.00). This amount is a maximum and not a guarantee that work assigned to be performed under this Agreement shall equal the amount stated herein.
- b. The Parties do not intend for Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying Department when the services provided under this Agreement reach the total compensation amount. In no event will Contractor be

Agreement No. 26-631-1111-00039

paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

- c. Payment beyond Fiscal Year 2026 is subject to the availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices **MUST BE** received by Department no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.
- d. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Department finds that the services are not acceptable, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the Department that the services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the Department shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

This Agreement shall be effective upon complete execution of the Parties and continue, unless otherwise terminated hereunder, through June 30, 2026, with the option to extend this Agreement for three (3) additional one-year terms, as determined by Department and subject to the mutual agreement of the Parties. In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150. Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Department.

4. **Termination.**

- a. **Grounds.** The Department may terminate this Agreement for convenience or cause.
- b. Contractor may terminate this Agreement based upon the Department's uncured, material breach of this Agreement or with ninety (90) days' written notice to the Department
- c. **Notice Agency Opportunity to Cure.**
 - i. Except as otherwise provided in Paragraph (4)(c)(3), the Department shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

Agreement No. 26-631-1111-00039

- ii. Contractor shall give Department written notice of termination at least thirty (30) days prior to the intended date of termination for uncured material breaches, which notice shall (i) identify all the Department's material breaches of this Agreement upon which the termination is based and (ii) state what Department must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if Department does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Department does not, within the thirty (30) day notice period, notify Contractor of its intent to cure and begin with due diligence to cure the material breach.
- iii. In all other instances, Contractor shall give Department written notice of termination at least ninety (90) days prior to the intended date of termination.
- iv. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor(i) if Contractor becomes unable to perform the services contracted for, as determined by Department; or (ii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations," of this Agreement.
- d. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, Department's sole liability upon termination shall be to pay for acceptable work performed prior to Contractor's receipt or issuance of a notice of termination, provided, however, that a notice of termination shall not nullify or otherwise affect either Party's liability for pre-termination defaults under or breaches of this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE DEPARTMENT'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**
- e. **Termination Management.** Immediately upon receipt by either of the Parties of notice of termination of this Agreement, Contractor shall:
 - i. not incur any further obligations for salaries, services, or any other expenditure of funds under this Agreement without the written approval of Department;
 - ii. comply with all directives issued by Department in the notice of termination as to the performance of work under this Agreement; and
 - iii. take such action as Department shall direct for the protection, preservation, retention, or transfer of all property titled to Department and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by Contractor with contract funds shall become the property of Department upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If the Legislature does not make sufficient appropriations and authorization, this Agreement shall terminate

Agreement No. 26-631-1111-00039

immediately upon written notice being given by Department. Contractor shall accept Department's decision as to whether sufficient appropriations are available and shall be final. If Department proposes an amendment to the Agreement to reduce funding unilaterally, Contractor shall have the option to terminate the Agreement or to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

6. Assignment.

Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of Department.

7. Subcontracting.

Contractor may subcontract any portion of the services to be performed under this Agreement without the Department's prior written approval. No such subcontract shall relieve Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from Department. Contractor shall ensure that all subcontracts are awarded and issued in accordance with applicable procurement laws, regulations, and policies.

8. Release.

Final payment of the amounts due under this Agreement shall operate as a release of Department, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

9. Confidentiality.

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of Department, except as required by Contractor's Requests to Inspect Documents Policy or to NMSA 1978, Chapter 14, Article 2, Inspection of Public Records Act.

10. Product of Service -- Copyright.

All materials developed or acquired by Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to Department no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of Contractor.

11. Conflict of Interest; Governmental Conduct Act.

- a. Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any direct or indirect interest that would conflict in any manner or degree with the performance or services required under the Agreement.
- b. Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement

Agreement No. 26-631-1111-00039

complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing,

c. Contractor specifically represents and warrants that:

- i. in accordance with NMSA 1978, § 10-16-4.3, Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Department employee while such employee was or is employed by Department and participating directly or indirectly in Department's contracting process;
- ii. this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) Contractor is not a public officer or employee of the State; (ii) Contractor is not a member of the family of a public officer or employee of the State; (iii) Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A).
- iii. in accordance with NMSA 1978, § 10-16-8(A), (i) Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Department's making this Agreement;
- iv. this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) Contractor is not a legislator; (ii) Contractor is not a member of a legislator's family; (iii) Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
- v. in accordance with NMSA 1978, § 10-16-13, Contractor has not directly participated in the preparation of specifications, qualifications, or evaluation criteria for this Agreement or any procurement related to this Agreement; and
- vi. in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of Department.

Agreement No. 26-631-1111-00039

- d. Contractor's representations and warranties in Paragraphs A and B of this Article 11 are material representations of fact upon which Department relied when the Parties entered into this Agreement. Contractor shall provide immediate written notice to Department if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 11 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 11 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to Department and notwithstanding anything in the Agreement to the contrary, Department may immediately terminate the Agreement.
- e. All terms defined in the Governmental Conduct Act have the same meaning in Article 11(B).

12. Required Federal Provisions.

To the extent any funding provided to Contractor is received from the Federal Government, contractor agrees to comply with the following requirements:

- a. **Lobbying.** Contractor shall not use funds from this agreement to conduct lobbying activities or hire lobbyists at any government level, as defined by the Lobbyist Regulation Act, NMSA 1978, § 2-11-1, et. seq., and applicable federal law. No federally appropriated funds can be paid to influence any officer or employee of any department or member of Congress concerning federal agreements, grants, loans, or cooperative agreements. If any funds other than federal appropriated funds are used to influence any officer or employee in relation to applicable federal agreements, the Contractor shall submit Standard Form LLL, "Disclosure Form to Report Lobbying," as instructed.
- b. **Suspension and Debarment.** For agreements that involve the expenditure of federal funds, each party represents that neither it nor any of its management, employees, or independent contractors who will be involved in the services or products supplied under this agreement have been excluded from participation in any government healthcare program, debarred from, or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7. Furthermore, each party represents that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare or education programs. Additionally, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.
- c. **Fiscal and Administrative Standards.** Contractor shall adhere to all local, state and federal regulations as applicable to their operations. Contractors shall adhere to the following fiscal and administrative standards in accordance with:

Agreement No. 26-631-1111-00039

- i. Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) [Federal Awards Only];
- ii. State of New Mexico Manual of Model Accounting Practices (MAPs);
- iii. The State of New Mexico State Auditor, State Audit Rule;
- iv. Title 2 CFR, Chapter 1, Part 170, Reporting Sub-award and Executive Compensation Information [Federal Awards Only];
- v. U.S. General Accounting Office, Government Auditing Standards;
- d. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- e. Grantor and Contractor Information. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
 - i. CFDA Number – N/A
 - Program Title – N/A
 - AGENCY/OFFICE – N/A
 - GRANT NUMBER – N/A
 - CONTRACTOR'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) - N/A
- f. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013).
- g. This agreement and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- h. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- i. The Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.
- j. For agreements and subgrants that involve the expenditure of federal funds for amounts in excess of \$150,000, requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water.
- k. Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Agreement No. 26-631-1111-00039

- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- m. For agreements that involve the expenditure of federal funds, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Amendment.

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto and all other required signatories. If the Department proposes an amendment to the Agreement to reduce funding due to budget or other considerations unilaterally, Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

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

15. Penalties for Violation of Law.

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico's criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

16. Equal Opportunity Compliance.

Agreement No. 26-631-1111-00039

Contractor agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or severe medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to comply with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any lawsuits arising under or out of any term of this Agreement.

18. Workers' Compensation.

Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, Department may terminate this Agreement.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them for three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by Department, its Divisions, and the State Auditor. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

20. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

21. Enforcement of Agreement.

A Party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.

22. Notices.

Agreement No. 26-631-1111-00039

Any notice required to be given to either Party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To Department:

Sarita Nair, Cabinet Secretary
Department of Workforce Solutions
401 Broadway NE, Albuquerque, New Mexico 87102
Sarita.Nair@dws.nm.gov

With copy to General Counsel, Department of Workforce Solutions
401 Broadway NE, Albuquerque, New Mexico 87102

To Contractor:

Gabriela M. Prats, Grant Manager
700 N Main St., Las Cruces, New Mexico 88001
Grants@lascruces.gov

23. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represent and warrant that he or she has the power and authority to bind Contractor and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

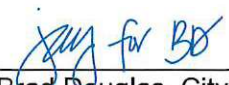
Agreement No. 26-631-1111-00039

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by the Department Secretary or Designee.

Contractor – City of Las Cruces


Ikani Taumoepeau, City Manager

Date: 4/1/2026


Brad Douglas, City Attorney

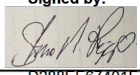
Date: 03/31/2026

Department - Department of Workforce Solutions

DocuSigned by:

Sarita Nail, Cabinet Secretary

Date: 4/6/2026 | 4:42 PM MDT

Signed by:

Steve Riggs, Chief Financial Officer

Date: 4/6/2026 | 2:52 PM MDT

Approved as to legal form and sufficiency.

DocuSigned by:

Gregory Lauer, Office of General Counsel

Date: 4/6/2026 | 2:32 PM MDT

Exhibit A – Scope of Work
CITY OF LAS CRUCES

I. Purpose:

HB2 (2025) appropriated state general fund money, "For grants to local governments to support housing encampment response, closure and cleaning of campsites."

The purpose of this Agreement is to provide funds, in accordance with the appropriation language set forth above, to assist with the purchase of the building located at 911 West Amador Avenue in Las Cruces ("the Facility") for the expansion of the Mesilla Valley Community of Hope outreach program in order to reduce encampment and unsheltered homeless activity near the Community of Hope ("the Funded Project").

II. Payment Structure

The payments under this Agreement shall be as follows:

1. One payment, equal to lesser of (a) the purchase price of the Facility or (b) \$850,000, shall be transferred after the Contractor has delivered a fully executed purchase agreement for the Facility.
2. Any difference between the purchase price and \$850,000 may be used for costs related to preparing the Facility for use. Contractor may request reimbursement after Facility has been purchased, based on incurred costs.

III. Performance Measures:

1. Facility shall be operational by August 1, 2026.
2. Once the Facility becomes operational, Contractor shall provide the following de-identified data on a quarterly basis for one year after the Effective Date of this agreement. This requirement shall survive the termination of this agreement.
 - a. Number of unduplicated clients who received expanded outreach services as described in IV.2 below.
 - b. Number of unduplicated clients receiving expanded outreach services who were referred for housing services.

IV. Activities:

1. The Contractor shall certify that all funds distributed to the Funded Project are used for purposes in alignment with the appropriation language set forth above.
2. The Contractor shall utilize the Facility to provide outreach services to unsheltered people experiencing homelessness, including:
 - a. Serve as a designated heating and cooling center during periods of extreme weather.

- b. Facilitate Coordinated Entry assessments and deliver on-site case management to accelerate access to shelter and permanent housing.
 - c. Provide safe daytime respite and rest opportunities for unsheltered individuals.
 - d. Store and distribute essential outreach supplies.
3. The Contractor shall continue to utilize the Facility for outreach services after payment under this Agreement is complete for a minimum of ten (10) years.
 4. The Contractor shall designate a representative to a group of Department funding recipients who shall meet periodically to discuss progress and challenges.
 5. The Contractor shall share all press releases and similar public communication regarding the State of New Mexico's role in funding the projects, no less than 48 hours prior to issuance.
 6. The Contractor shall recognize the State of New Mexico's funding contributions using language mutually agreeable to the Parties.
 7. The Contractor recognizes that the Department is assembling data, photographs, and narratives regarding each funded project, and shall deliver such materials regarding each project to the Department upon request.
 8. The Contractor shall coordinate with other governmental entities to facilitate the timely inspection and permitting of the Funded Project.
 9. The Contractor shall share all press releases and similar public communication regarding the State of New Mexico's role in funding the projects, no less than 48 hours prior to issuance.
 10. The Contractor is solely responsible for compliance with all applicable federal, state, and local laws, including but not limited to procurement rules, the Anti-Donation Clause of the New Mexico Constitution, and the Affordable Housing Act (as applicable).
 11. The Contractor is solely responsible for coordinating with other funders of the Funded Projects and obtaining adequate and appropriate security interests in the Funded Projects to secure the project developers' duties are completed and developer's obligations are fulfilled.
 12. The Contractor shall grant access to the Facility and data from all Funded Programs for purposes of any survey or evaluation that the Department conducts or commissions.

Deliverables (including due dates):

Deadline	Deliverable
30 days after the date of this Agreement	Submit fully executed purchase agreement with Request for Payment, in the form attached as Exhibit B.
Quarterly for 12 months after the effective date of the agreement.	Submit required data as set forth above.
May 31, 2026	Notify and update the Department about the Funded Project and notify particularly and immediately if project is not on schedule to receive all allocated funding

July 15, 2026	Submit final request for payment and final report in the form attached as Exhibit C.
---------------	--

The total amount payable to the Contractor under this Agreement shall not exceed Eight Hundred Fifty Thousand Dollars and No Cents (\$850,000.00) including expenses and applicable gross receipts tax.

The Department shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work periodically, based on receipt of requests for payment and deliverables, such compensation not to exceed the amount stated herein.

Reimbursable expenses, if any, shall be limited to the below listed items, and reimbursed at actual cost: Purchase of the Facility, costs related to preparing the Facility for use.

Exhibit B
HB2 Housing Appropriation
Request for Payment Form

I. Grantee Information (Make sure information is complete & accurate)		II. Payment Computation	
A. Grantee:		A. Payment Request No.	
B. Address:		B. Grant Amount:	
C. Contact Name and Phone:		C. AIPP Amount	N/A
D. Grant No.		D. Funds Requested to Date	
E. Project Title:		E. Amount Requested in This Payment	
F. Grant Expiration Date:		F. Reversion Amount	N/A
		G. Grant Balance	
		H. ☒ GF ☐ GOB ☐ STB	
		I. ☐ Final Request for Funding	

III. Fiscal Year: 2026 (July 1, 2025 – June 30, 2026)

IV. 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.



26-130

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: April 20, 2026
Drafter:	Vanessa Perez
Department:	Financial Services
Title:	A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT VARIOUS BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FISCAL YEAR (FY) 2025-26 BUDGET.

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

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

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

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

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

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☒ Yes
☐ No

BUDGET / FISCAL IMPACT:

Agenda Item #6.6.

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 and accept the budget adjustments as presented and will adjust the City's FY2025-26 budget.
2. Vote "No"; this will not approve the Resolution, will not accept the budget adjustments as presented, and will not adjust the City's FY2025-26 budget.
3. Vote to "Amend"; this will delay the process of spending the funds within the predetermined funding schedule and require direction to staff.
4. Vote to "Table"; this will impact the City's ability to utilize funds and may impact programs and services.

REFERENCE INFORMATION:

Attachment "A" - Budget Adjustment Summary

RESOLUTION 26-130

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

The City Council is informed that:

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

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

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

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

(I)

THAT the FY2026 various budget adjustments as indicated in Exhibit "A", attached hereto and made a part of this Resolution, are hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

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

Exhibit "A"

	1000 GEN FUND 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 76,170,624	65,192,664	0	65,192,664
Revenues				
Municipal Gross Receipts Tax	55,085,239	2,325,699	0	2,325,699
Public Safety Gross Receipts Tax	4,880,700	0	0	0
Hold Harmless Replacement GRT	17,000,000	82,897,802	0	82,897,802
State-Shared Gross Receipts Tax	50,825,436	54,862,747	0	54,862,747
Environmental Gross Receipts Tax	2,259,525	2,259,525	0	2,259,525
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	21,000	28,228	0	28,228
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	750,000	592,149	0	592,149
Lodgers Tax	0	0	0	0
Property Taxes	14,957,286	14,957,286	0	14,957,286
Payment In Lieu of Property Tax	817,771	817,771	0	817,771
Franchise Fees	2,595,000	2,595,000	0	2,595,000
Payment In Lieu of Franchise Fees	1,446,584	1,446,584	0	1,446,584
Licenses, Fees & Permits	3,250,210	3,365,485	0	3,365,485
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	120,750	120,750	0	120,750
Charges For Services	7,186,977	7,057,046	14,024	7,071,070
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenance Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	5,133,474	4,904,260	0	4,904,260
Investment Income	0	0	0	0
Miscellaneous Revenues	190,745	190,745	0	190,745
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	166,520,697	178,421,077	14,024	178,435,101
TOTAL RESOURCES	\$ 242,691,321	243,613,741	14,024	243,627,765
Expenditures				
General Government	5,691,810	5,691,810	0	5,691,810
Legislative	625,652	556,806	0	556,806
Municipal Court	2,078,721	1,927,669	0	1,927,669
City Manager-300	9,449,936	8,333,422	0	8,333,422
Legal	2,695,452	2,419,699	0	2,419,699
Las Cruces Police Department	41,095,936	40,326,530	0	40,326,530
Las Cruces Fire Department	31,139,578	33,298,717	0	33,298,717
Utilities	0	0	0	0
Economic Development	5,778,336	3,467,625	0	3,467,625
Assistant City Manager-400	0	0	0	0
Human Resources	3,333,275	3,242,711	0	3,242,711
Financial Services	7,963,871	7,334,776	0	7,334,776
Information Technology	7,541,061	7,553,271	0	7,553,271
Assistant City Manager-500	1,198,769	1,271,000	0	1,271,000
Parks & Recreation	20,374,203	19,462,974	0	19,462,974
Community Development	6,613,019	5,344,343	14,024	5,358,367
Quality of Life	11,320,216	10,287,567	0	10,287,567
Public Works	18,414,952	16,953,124	0	16,953,124
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 175,314,787	167,472,044	14,024	167,486,068
Other Resources				
Operating Transfers In	0	3,245,604	2,786	3,248,390
Operating Transfers Out	(34,631,452)	(33,273,024)	0	(33,273,024)
Total Other Resources	\$ (34,631,452)	(30,027,420)	2,786	(30,024,634)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 32,745,082	46,114,277	2,786	46,117,063
Required Reserve:				
State Required 1/12th	14,609,566	13,956,004	1,169	13,957,173
Local CLC 1/12th	14,609,566	13,956,004	1,169	13,957,173
AVAILABLE BALANCE	\$ 3,525,950	18,202,269	448	18,202,717

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

Exhibit "A"

	2013 AFF HSG TR 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 6,863,243	7,495,885	0	7,495,885
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	195,758	195,758
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	195,758	195,758
TOTAL RESOURCES	\$ 6,863,243	7,495,885	195,758	7,691,643
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	5,765,241	5,765,241	195,758	5,960,999
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 5,765,241	5,765,241	195,758	5,960,999
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	0	0
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 1,098,002	1,730,644	0	1,730,644

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

Exhibit "A"

	2100 SPL REV GT 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	207,500	9,000	216,500
Federal Grants	9,154,523	5,660,832	0	5,660,832
State Grants	4,648,536	19,066,564	0	19,066,564
Local Grants	0	805,000	0	805,000
Debt Service	0	0	0	0
Total Revenues	13,985,059	25,739,896	9,000	25,748,896
TOTAL RESOURCES	\$ 14,234,290	26,017,184	9,000	26,026,184
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	0	1,882,441
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	2,187,155	9,000	2,196,155
Public Works	451,638	451,638	0	451,638
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 13,985,058	25,739,896	9,000	25,748,896
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	\$ 249,232	(0)	0	(0)

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

Exhibit "A"

	3620 20A NMFA D 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 109,493	103,233	0	103,233
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	0	0
TOTAL RESOURCES	\$ 109,493	103,233	0	103,233
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	991,000	991,000	0	991,000
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 991,000	991,000	0	991,000
Other Resources				
Operating Transfers In	988,334	1,162,584	6,545	1,169,129
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 988,334	1,162,584	6,545	1,169,129
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 106,827	274,817	6,545	281,362

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

Exhibit "A"

	4100 CAP PRJ GT 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	40,580,722	(92,634)	40,488,088
Local Grants	0	107,777	0	107,777
Debt Service	0	0	0	0
Total Revenues	25,601,565	52,311,247	(92,634)	52,218,613
TOTAL RESOURCES	\$ 25,601,565	52,311,247	(92,634)	52,218,613
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	2,412,365	5,778	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	0	0
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	29,546,601	(98,411)	29,448,190
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 25,601,565	52,311,246	(92,633)	52,218,613
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	1	(1)	(0)

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

Exhibit "A"

	4620 2020A NMFA 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 1,552,512	174,250	0	174,250
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	6,545	6,545
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	6,545	6,545
TOTAL RESOURCES	\$ 1,552,512	174,250	6,545	180,795
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	500,001	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	478,010	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 978,011	0	0	0
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	(174,250)	(6,545)	(180,795)
Total Other Resources	\$ 0	(174,250)	(6,545)	(180,795)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 574,501	(0)	0	(0)

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

Exhibit "A"

	5200 GAS OP 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 5,038,423	8,270,569	0	8,270,569
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	467,482	467,482	0	467,482
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	13,644,868	13,644,868	0	13,644,868
Natural Gas Sales - Commodity	14,021,109	14,021,109	0	14,021,109
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	137,457	312,457	0	312,457
Miscellaneous Revenues	19,701	19,701	0	19,701
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	28,290,617	28,465,617	0	28,465,617
TOTAL RESOURCES	\$ 33,329,040	36,736,186	0	36,736,186
Expenditures				
General Government	4,965,327	5,167,918	0	5,167,918
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	24,143,498	24,368,197	34,062	24,402,259
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 29,108,825	29,536,115	34,062	29,570,177
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	(3,346,904)	(4,687,123)	101,716	(4,585,407)
Total Other Resources	\$ (3,346,904)	(4,687,123)	101,716	(4,585,407)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 873,311	2,512,948	67,654	2,580,602

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

Exhibit "A"

	5250 GAS CAP IM 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 1,815,805	2,168,556	0	2,168,556
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	45,000	45,000	0	45,000
Miscellaneous Revenues	0	0	0	0
Federal Grants	7,972,055	10,000,000	0	10,000,000
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	8,017,055	10,045,000	0	10,045,000
TOTAL RESOURCES	\$ 9,832,860	12,213,556	0	12,213,556
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	12,713,747	15,741,692	(101,716)	15,639,976
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 12,713,747	15,741,692	(101,716)	15,639,976
Other Resources				
Operating Transfers In	2,880,887	3,580,887	(101,716)	3,479,171
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 2,880,887	3,580,887	(101,716)	3,479,171
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 0	52,751	0	52,751

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

Exhibit "A"

	5300 WTR OP 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 3,868,189	2,782,069	0	2,782,069
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	438,778	438,778	0	438,778
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	22,167,776	22,197,776	0	22,197,776
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	32,883	52,883	0	52,883
Investment Income	5,000	5,000	0	5,000
Miscellaneous Revenues	17,635	27,635	0	27,635
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	22,662,072	22,722,072	0	22,722,072
TOTAL RESOURCES	\$ 26,530,261	25,504,141	0	25,504,141
Expenditures				
General Government	4,261,188	4,301,299	0	4,301,299
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	17,736,714	17,627,269	872,792	18,500,061
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 21,997,902	21,928,568	872,792	22,801,360
Other Resources				
Operating Transfers In	204,921	204,921	0	204,921
Operating Transfers Out	(3,090,646)	(3,480,081)	2,554,834	(925,247)
Total Other Resources	\$ (2,885,725)	(3,275,160)	2,554,834	(720,326)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 1,646,634	300,413	1,682,042	1,982,455

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

Exhibit "A"

	5350 WTR CAP IM 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 2,176,869	1,631,885	0	1,631,885
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	101,000	101,000	0	101,000
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	101,000	101,000	0	101,000
TOTAL RESOURCES	\$ 2,277,869	1,732,885	0	1,732,885
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	4,882,746	4,955,253	(2,554,834)	2,400,419
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 4,882,746	4,955,253	(2,554,834)	2,400,419
Other Resources				
Operating Transfers In	3,090,646	3,222,368	(2,554,834)	667,534
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 3,090,646	3,222,368	(2,554,834)	667,534
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 485,769	0	0	0

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

Exhibit "A"

	5400 WW OP 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 2,343,430	3,139,581	0	3,139,581
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	314,984	314,984	0	314,984
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	15,962,666	15,962,666	0	15,962,666
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	2,365	2,365	0	2,365
Miscellaneous Revenues	5,390	5,390	0	5,390
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	16,285,405	16,285,405	0	16,285,405
TOTAL RESOURCES	\$ 18,628,835	19,424,986	0	19,424,986
Expenditures				
General Government	4,233,000	4,361,010	0	4,361,010
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	12,156,155	12,288,996	(232,629)	12,056,367
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 16,389,155	16,650,006	(232,629)	16,417,377
Other Resources				
Operating Transfers In	80,000	80,000	0	80,000
Operating Transfers Out	(2,251,974)	(2,739,119)	1,092,655	(1,646,464)
Total Other Resources	\$ (2,171,974)	(2,659,119)	1,092,655	(1,566,464)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 67,706	115,861	1,325,284	1,441,145

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

Exhibit "A"

	5450 WW CAP IMP 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 1,450,809	877,239	0	877,239
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	70,000	70,000	0	70,000
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	212,398	372,753	0	372,753
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	282,398	442,753	0	442,753
TOTAL RESOURCES	\$ 1,733,207	1,319,992	0	1,319,992
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	3,838,708	4,022,060	(1,563,999)	2,458,061
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 3,838,708	4,022,060	(1,563,999)	2,458,061
Other Resources				
Operating Transfers In	2,105,501	2,702,068	(1,092,655)	1,609,413
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 2,105,501	2,702,068	(1,092,655)	1,609,413
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 0	0	471,344	471,344

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

Exhibit "A"

	5500 SW OP 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 2,954,170	3,041,476	0	3,041,476
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	295,850	295,850	0	295,850
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	18,605,286	18,605,286	0	18,605,286
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	20,000	20,000	0	20,000
Miscellaneous Revenues	5,000	5,000	0	5,000
Federal Grants	88,890	255,168	0	255,168
State Grants	9,080	9,080	0	9,080
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	19,024,106	19,190,384	0	19,190,384
TOTAL RESOURCES	\$ 21,978,276	22,231,860	0	22,231,860
Expenditures				
General Government	4,322,786	4,499,161	0	4,499,161
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	17,128,737	17,866,726	(434,075)	17,432,651
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 21,451,523	22,365,887	(434,075)	21,931,812
Other Resources				
Operating Transfers In	3,000,000	3,000,000	0	3,000,000
Operating Transfers Out	(1,937,814)	(2,311,145)	0	(2,311,145)
Total Other Resources	\$ 1,062,186	688,855	0	688,855
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 1,588,939	554,828	434,075	988,903

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

Exhibit "A"

	5560 SW EQ RES 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 203,433	889,137	0	889,137
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	90,000	90,000	0	90,000
Miscellaneous Revenues	100,000	100,000	100,335	200,335
Federal Grants	0	90,000	0	90,000
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	190,000	280,000	100,335	380,335
TOTAL RESOURCES	\$ 393,433	1,169,137	100,335	1,269,472
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	2,331,247	2,796,865	100,335	2,897,200
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 2,331,247	2,796,865	100,335	2,897,200
Other Resources				
Operating Transfers In	1,937,814	2,311,145	0	2,311,145
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 1,937,814	2,311,145	0	2,311,145
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 0	683,417	0	683,417

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

Exhibit "A"

	5923 TRANSIT CA 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ (783,269)	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	8,831,196	7,800,868	(996,747)	6,804,121
State Grants	0	100,000	0	100,000
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	8,831,196	7,900,868	(996,747)	6,904,121
TOTAL RESOURCES	\$ 8,047,927	7,900,868	(996,747)	6,904,121
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	8,122,969	8,132,064	(996,747)	7,135,317
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	100,000	0	100,000
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 8,122,969	8,232,064	(996,747)	7,235,317
Other Resources				
Operating Transfers In	768,405	1,063,386	0	1,063,386
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 768,405	1,063,386	0	1,063,386
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 693,363	732,190	0	732,190

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

Exhibit "A"

	6320 EMPL HLTH 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 0	2,786	0	2,786
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	0	0
TOTAL RESOURCES	\$ 0	2,786	0	2,786
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	(2,786)	(2,786)
Total Other Resources	\$ 0	0	(2,786)	(2,786)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 0	2,786	(2,786)	(0)

FUND DESCRIPTION	DEPARTMENT	PROGRAM	TYPE	INCREASE AMOUNT	DECREASE AMOUNT	DESCRIPTION
GENERAL FUND	COMMUNITY DEVELOPMENT	BUILDING SAFETY	REVENUE	14,024.03		Increasing revenues to match amount received from abatement.
GENERAL FUND	COMMUNITY DEVELOPMENT	ADMINISTRATION-CD	EXPENSE	14,024.03		Increasing expenditure to re-invest into abatement efforts.
GENERAL FUND	NON DEPARTMENT	NON SUBSECTION	TRANSFER	2,785.71		Closing Employee Health Fund as it is not being used, transferring fund balance to Fund 1000.
AFFORDABLE HOUSING TRUST	CITY MANAGER	HOUSING NEIGHBORHOOD SERVICES	EXPENSE	64,234.00		Increasing revenue and expenditures for a revolving construction loan that was paid off.
AFFORDABLE HOUSING TRUST	CITY MANAGER	HOUSING NEIGHBORHOOD SERVICES	EXPENSE	62,652.00		Increasing revenue and expenditures for a revolving construction loan that was paid off.
AFFORDABLE HOUSING TRUST	CITY MANAGER	HOUSING NEIGHBORHOOD SERVICES	EXPENSE	68,872.49		Increasing revenue and expenditures for a revolving construction loan that was paid off.
AFFORDABLE HOUSING TRUST	CITY MANAGER	HOUSING NEIGHBORHOOD SERVICES	REVENUE	64,234.00		Increasing revenue and expenditures for a revolving construction loan that was paid off.
AFFORDABLE HOUSING TRUST	CITY MANAGER	HOUSING NEIGHBORHOOD SERVICES	REVENUE	62,652.00		Increasing revenue and expenditures for a revolving construction loan that was paid off.
AFFORDABLE HOUSING TRUST	CITY MANAGER	HOUSING NEIGHBORHOOD SERVICES	REVENUE	68,872.49		Increasing revenue and expenditures for a revolving construction loan that was paid off.
SPECIAL REVENUE REIMB GRANTS	QUALITY OF LIFE	SENIOR NUTRITION	REVENUE	8,000.00		Increasing revenue based on current donation trends in Senior Centers for Congregate Meals, Home-Delivered Meals and Homemaker services, and are part of the Title III revenue. The adjustment reflects the current monthly average.
SPECIAL REVENUE REIMB GRANTS	QUALITY OF LIFE	SENIOR NUTRITION	REVENUE	2,000.00		Increasing revenue based on current donation trends in Senior Centers for Congregate Meals, Home-Delivered Meals and Homemaker services, and are part of the Title III revenue. The adjustment reflects the current monthly average.
SPECIAL REVENUE REIMB GRANTS	QUALITY OF LIFE	LONG-TERM CARE	REVENUE		1,000.00	Decreasing revenue based on current donation trends in Senior Centers for Congregate Meals, Home-Delivered Meals and Homemaker services, and are part of the Title III revenue. The adjustment reflects the current monthly average.
SPECIAL REVENUE REIMB GRANTS	QUALITY OF LIFE	SENIOR NUTRITION	EXPENSE	8,000.00		Recording additional expenditures based on incoming donation revenues.
SPECIAL REVENUE REIMB GRANTS	QUALITY OF LIFE	SENIOR NUTRITION	EXPENSE	2,000.00		Recording additional expenditures based on incoming donation revenues.
SPECIAL REVENUE REIMB GRANTS	QUALITY OF LIFE	LONG-TERM CARE	EXPENSE		1,000.00	Reducing expenditures based on incoming donation revenues.
2020A NMFA FACILITY SSGRT	NON DEPARTMENT	NON SUBSECTION	TRANSFER	6,544.73		Receiving the fund balance of Fund 4620 (2020A NMFA Facility Projects) as its being closed due to project completion.
CAPITAL PROJECTS REIMB GRANTS	ECONOMIC DEVELOPMENT	DESTINATION DOWNTOWN	REVENUE	5,777.89		Previous budget adjustment (Res 26-044) was inadvertently duplicated. Adjusting grant to reflect accurate available balance.
CAPITAL PROJECTS REIMB GRANTS	ECONOMIC DEVELOPMENT	DESTINATION DOWNTOWN	EXPENSE	5,777.89		Previous budget adjustment (Res 26-044) was inadvertently duplicated. Adjusting grant to reflect accurate available balance.
CAPITAL PROJECTS REIMB GRANTS	PUBLIC WORKS	ARCHITECTURAL MANAGEMENT	REVENUE		100,000.00	Project for Fire Station 5 improvements was fully expended in FY2025. Removing budget to reflect a \$0 available balance.
CAPITAL PROJECTS REIMB GRANTS	PUBLIC WORKS	ARCHITECTURAL MANAGEMENT	EXPENSE		100,000.00	Project for Fire Station 5 improvements was fully expended in FY2025. Removing budget to reflect a \$0 available balance.
CAPITAL PROJECTS REIMB GRANTS	PUBLIC WORKS	ARCHITECTURAL MANAGEMENT	REVENUE	1,588.52		Adjusting grant budget to reflect accurate remaining balance.
CAPITAL PROJECTS REIMB GRANTS	PUBLIC WORKS	ARCHITECTURAL MANAGEMENT	EXPENSE	1,588.52		Adjusting grant budget to reflect accurate remaining balance.
2020A NMFA FACILITY PROJECTS	NON DEPARTMENT	NON SUBSECTION	REVENUE	6,544.73		Budgeting investment income based on amount received.
2020A NMFA FACILITY PROJECTS	NON DEPARTMENT	NON SUBSECTION	TRANSFER	6,544.73		This project has been completed and the fund needs to be closed. The available balance is being transferred to Fund 3620 (2020 NMFA Facility SSGRT).
GAS OPERATIONS	UTILITIES	UTILITIES	TRANSFER		101,716.00	Decreasing transfer to reflect the current expenditure expectations of Capital Improvement projects in FY26.
GAS OPERATIONS	UTILITIES	NATURAL GAS & ENERGY ADMIN	EXPENSE	41,755.00		Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NATURAL GAS & ENERGY ADMIN	EXPENSE	1,764.00		Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NATURAL GAS & ENERGY ADMIN	EXPENSE	383.00		Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NATURAL GAS & ENERGY ADMIN	EXPENSE	1,640.00		Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NATURAL GAS & ENERGY ADMIN	EXPENSE	9,318.00		Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NATURAL GAS & ENERGY ADMIN	EXPENSE		769.00	Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NGE LINE MAINTENANCE	EXPENSE		8,803.00	Adjusting budget to reflect current personnel needs.

GAS OPERATIONS	UTILITIES	NGE LINE MAINTENANCE	EXPENSE		41,572.00	Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NGE LINE MAINTENANCE	EXPENSE		925.00	Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NGE LINE MAINTENANCE	EXPENSE		3,954.00	Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NGE LINE MAINTENANCE	EXPENSE		38,531.00	Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NGE LINE MAINTENANCE	EXPENSE		9,413.00	Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NGE CORROSION	EXPENSE		2,200.00	Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NGE CORROSION	EXPENSE	131,635.00		Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NGE CORROSION	EXPENSE	1,364.00		Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NGE CORROSION	EXPENSE	5,830.00		Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NGE CORROSION	EXPENSE	24,451.00		Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NGE CORROSION	EXPENSE	712.00		Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NGE PRESSURE & SERVICE	EXPENSE	145,252.00		Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NGE PRESSURE & SERVICE	EXPENSE		158,285.00	Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NGE PRESSURE & SERVICE	EXPENSE		12,890.00	Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NGE PRESSURE & SERVICE	EXPENSE		597.00	Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NGE PRESSURE & SERVICE	EXPENSE		2,551.00	Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NGE PRESSURE & SERVICE	EXPENSE		41,733.00	Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NGE PRESSURE & SERVICE	EXPENSE		9,883.00	Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NGE COMPLIANCE & REGULATION	EXPENSE	14,494.00		Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NGE COMPLIANCE & REGULATION	EXPENSE	11,738.00		Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NGE COMPLIANCE & REGULATION	EXPENSE		19,664.00	Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NGE COMPLIANCE & REGULATION	EXPENSE		3,206.00	Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NGE COMPLIANCE & REGULATION	EXPENSE		881.00	Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NGE COMPLIANCE & REGULATION	EXPENSE	1,741.00		Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	NGE COMPLIANCE & REGULATION	EXPENSE		2,158.00	Adjusting budget to reflect current personnel needs.
GAS OPERATIONS	UTILITIES	UTILITIES	TRANSFER		101,716.00	Decreasing transfer to reflect the current expenditure expectations of Capital Improvement projects in FY26.
GAS OPERATIONS	UTILITIES	TECHNICAL SUPPORT	EXPENSE		101,716.00	Decreasing budget to reflect CIP expectations for FY26.
GAS OPERATIONS	UTILITIES	UTILITIES	TRANSFER		2,554,834.00	Decreasing transfer to reflect the current expenditure expectations of Capital Improvement projects in FY26.
WATER OPERATIONS	UTILITIES	WATER ADMINISTRATION	EXPENSE	140,341.00		Increasing budget to cover JCI Measurement & Verification services.
WATER OPERATIONS	UTILITIES	WATER PRODUCTION	EXPENSE	461,379.00		Increasing budget to cover El Paso Electric expenditures.
WATER OPERATIONS	UTILITIES	WATER PRODUCTION	EXPENSE	271,072.00		Increasing budget to repair and maintain water wells.
WATER OPERATIONS	UTILITIES	UTILITIES	TRANSFER		2,554,834.00	Decreasing transfer to reflect the current expenditure expectations of Capital Improvement projects in FY26.
WATER OPERATIONS	UTILITIES	TECHNICAL SUPPORT	EXPENSE		2,554,834.00	Decreasing budget to reflect CIP expectations for FY26.
WATER OPERATIONS	UTILITIES	UTILITIES	TRANSFER		1,092,655.00	Decreasing transfer to reflect the current expenditure expectations of Capital Improvement projects in FY26.
WASTEWATER OPERATIONS	UTILITIES	WASTEWATER ADMINISTRATION	EXPENSE	13,137.00		Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	WASTEWATER ADMINISTRATION	EXPENSE	2,777.00		Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	WASTEWATER ADMINISTRATION	EXPENSE		25,242.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	WASTEWATER ADMINISTRATION	EXPENSE	196.00		Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	WASTEWATER ADMINISTRATION	EXPENSE	838.00		Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	WASTEWATER ADMINISTRATION	EXPENSE	3,449.00		Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	WASTEWATER ADMINISTRATION	EXPENSE		324.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	WASTEWATER LINE MAINTENANCE	EXPENSE	4,486.00		Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	WASTEWATER LINE MAINTENANCE	EXPENSE		151,169.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	WASTEWATER LINE MAINTENANCE	EXPENSE		2,524.00	Adjusting budget to reflect current personnel needs.

WASTEWATER OPERATIONS	UTILITIES	WASTEWATER LINE MAINTENANCE	EXPENSE		10,792.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	WASTEWATER LINE MAINTENANCE	EXPENSE		28,633.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	WASTEWATER LINE MAINTENANCE	EXPENSE		7,528.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	WASTEWATER LINE MAINTENANCE	EXPENSE	50,502.00		Increasing budget to cover El Paso Electric expenditures.
WASTEWATER OPERATIONS	UTILITIES	JACOB HANDS WW TREATMENT FACIL	EXPENSE		86,394.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	JACOB HANDS WW TREATMENT FACIL	EXPENSE		84,542.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	JACOB HANDS WW TREATMENT FACIL	EXPENSE		49,615.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	JACOB HANDS WW TREATMENT FACIL	EXPENSE		2,876.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	JACOB HANDS WW TREATMENT FACIL	EXPENSE		12,299.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	JACOB HANDS WW TREATMENT FACIL	EXPENSE		47,859.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	JACOB HANDS WW TREATMENT FACIL	EXPENSE		12,712.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	JACOB HANDS WW TREATMENT FACIL	EXPENSE	309,525.00		Increasing budget to cover El Paso Electric expenditures.
WASTEWATER OPERATIONS	UTILITIES	W MESA INDUSTRIAL PARK WW TREA	EXPENSE		47,553.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	W MESA INDUSTRIAL PARK WW TREA	EXPENSE		761.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	W MESA INDUSTRIAL PARK WW TREA	EXPENSE		3,253.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	W MESA INDUSTRIAL PARK WW TREA	EXPENSE		7,611.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	W MESA INDUSTRIAL PARK WW TREA	EXPENSE		1,828.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	E MESA WW RECLAMATION FACILITY	EXPENSE		73,406.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	E MESA WW RECLAMATION FACILITY	EXPENSE		1,120.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	E MESA WW RECLAMATION FACILITY	EXPENSE		4,788.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	E MESA WW RECLAMATION FACILITY	EXPENSE		12,394.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	E MESA WW RECLAMATION FACILITY	EXPENSE		2,781.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	INDUSTRIAL POLLUTION PREVENTIO	EXPENSE		657.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	INDUSTRIAL POLLUTION PREVENTIO	EXPENSE	76,603.00		Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	INDUSTRIAL POLLUTION PREVENTIO	EXPENSE	20,257.00		Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	INDUSTRIAL POLLUTION PREVENTIO	EXPENSE	1,490.00		Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	INDUSTRIAL POLLUTION PREVENTIO	EXPENSE	6,371.00		Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	INDUSTRIAL POLLUTION PREVENTIO	EXPENSE	4,250.00		Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	INDUSTRIAL POLLUTION PREVENTIO	EXPENSE		651.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	WATER QUALITY LABORATORY	EXPENSE		2,692.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	WATER QUALITY LABORATORY	EXPENSE	13,757.00		Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	WATER QUALITY LABORATORY	EXPENSE		47,530.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	WATER QUALITY LABORATORY	EXPENSE		579.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	WATER QUALITY LABORATORY	EXPENSE		2,478.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	WATER QUALITY LABORATORY	EXPENSE		5,430.00	Adjusting budget to reflect current personnel needs.
WASTEWATER OPERATIONS	UTILITIES	WATER QUALITY LABORATORY	EXPENSE		2,246.00	Adjusting budget to reflect current personnel needs.
WASTEWATER CAPITAL IMPROVEMENT	UTILITIES	UTILITIES	TRANSFER		1,092,655.00	Decreasing budget to reflect CIP expectations for FY26.
WASTEWATER CAPITAL IMPROVEMENT	UTILITIES	TECHNICAL SUPPORT	EXPENSE		32,390.00	Decreasing budget to reflect CIP expectations for FY26.
WASTEWATER CAPITAL IMPROVEMENT	UTILITIES	TECHNICAL SUPPORT	EXPENSE		1,470,000.00	Decreasing budget to reflect CIP expectations for FY26.

WASTEWATER CAPITAL IMPROVEMENT	UTILITIES	TECHNICAL SUPPORT	EXPENSE		61,609.00	Decreasing budget to reflect CIP expectations for FY26.
SOLID WASTE OPERATIONS	UTILITIES	SOLID WASTE ADMINISTRATION	EXPENSE	8,097.00		Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SOLID WASTE ADMINISTRATION	EXPENSE		33,533.00	Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SOLID WASTE ADMINISTRATION	EXPENSE		433.00	Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SOLID WASTE ADMINISTRATION	EXPENSE		1,852.00	Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SOLID WASTE ADMINISTRATION	EXPENSE		3,469.00	Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SOLID WASTE ADMINISTRATION	EXPENSE		1,702.00	Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SOLID WASTE ADMINISTRATION	EXPENSE		284,114.00	Decreasing budget to reflect CIP expectations for FY26.
SOLID WASTE OPERATIONS	UTILITIES	SOLID WASTE RESIDENTIAL COLLEC	EXPENSE		782.00	Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SOLID WASTE RESIDENTIAL COLLEC	EXPENSE	29,693.00		Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SOLID WASTE RESIDENTIAL COLLEC	EXPENSE	385.00		Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SOLID WASTE RESIDENTIAL COLLEC	EXPENSE	1,649.00		Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SOLID WASTE RESIDENTIAL COLLEC	EXPENSE	7,938.00		Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SOLID WASTE RESIDENTIAL COLLEC	EXPENSE		3,714.00	Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SOLID WASTE COMMERCIAL COLLECT	EXPENSE		857.00	Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SOLID WASTE COMMERCIAL COLLECT	EXPENSE		99,792.00	Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SOLID WASTE COMMERCIAL COLLECT	EXPENSE		16,200.00	Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SOLID WASTE COMMERCIAL COLLECT	EXPENSE		807.00	Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SOLID WASTE COMMERCIAL COLLECT	EXPENSE		3,454.00	Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SOLID WASTE COMMERCIAL COLLECT	EXPENSE		10,459.00	Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SOLID WASTE COMMERCIAL COLLECT	EXPENSE		6,580.00	Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SW FLEET	EXPENSE		875.00	Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SW FLEET	EXPENSE	67,503.00		Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SW FLEET	EXPENSE		32,876.00	Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SW FLEET	EXPENSE	447.00		Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SW FLEET	EXPENSE	1,911.00		Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SW FLEET	EXPENSE	5,768.00		Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SW FLEET	EXPENSE		2,365.00	Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SW GREEN WSTE,COMPST&CLEANFILL	EXPENSE	26,960.00		Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SW GREEN WSTE,COMPST&CLEANFILL	EXPENSE		64,183.00	Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SW GREEN WSTE,COMPST&CLEANFILL	EXPENSE		753.00	Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SW GREEN WSTE,COMPST&CLEANFILL	EXPENSE		3,220.00	Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SW GREEN WSTE,COMPST&CLEANFILL	EXPENSE		6,218.00	Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SW GREEN WSTE,COMPST&CLEANFILL	EXPENSE		2,476.00	Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SOLID WASTE WAREHOUSE	EXPENSE		2,565.00	Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SOLID WASTE WAREHOUSE	EXPENSE		117.00	Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SOLID WASTE WAREHOUSE	EXPENSE		499.00	Adjusting budget to reflect current personnel needs.

SOLID WASTE OPERATIONS	UTILITIES	SOLID WASTE WAREHOUSE	EXPENSE	138.00		Adjusting budget to reflect current personnel needs.
SOLID WASTE OPERATIONS	UTILITIES	SOLID WASTE WAREHOUSE	EXPENSE		669.00	Adjusting budget to reflect current personnel needs.
SOLID WASTE EQUIP REPL RESERVE	UTILITIES	UTILITIES	REVENUE	100,335.00		Increasing budget to reflect current revenues received.
SOLID WASTE EQUIP REPL RESERVE	UTILITIES	SW FLEET	EXPENSE	100,335.00		To purchase an air compressor, a heavy duty tire changer, a HD elite balancer, and a 84" CA utility body with compartments and tommy lift.
TRANSIT 5339 CAPITAL & OTHER	ASSISTANT CITY MANAGER'S OFFIC	FIXED ROUTE	EXPENSE		996,747.00	Reducing expenditure tied to ARPAM revenue that will not be received in FY26.
TRANSIT 5339 CAPITAL & OTHER	ASSISTANT CITY MANAGER'S OFFIC	FIXED ROUTE	REVENUE		996,747.00	Reduce ARPAM Revenue that will not be received in FY26.
EMPLOYEE HEALTH	NON DEPARTMENT	NON SUBSECTION	TRANSFER	2,785.71		Closing Employee Health Fund as it is not being used, transferring fund balance to Fund 1000.



26-131

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: April 20, 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. Attachment "A" lists the proposed amendments.

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

PLAN(S):
Elevate Las Cruces

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

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

OPTIONS / ALTERNATIVES:
1. Vote "Yes"; this will amend the City of Las Cruces FY2026 through FY2031 CIP.

Agenda Item #6.7.

2. Vote "No"; this will not amend the City of Las Cruces FY2026 through FY2031 CIP.
3. Vote to "Amend"; this will potentially amend the Cruces FY2026 through FY2031 CIP, requiring pages in the program document be added, deleted or modified.
4. Vote to "Table"; this will delay the use of funds for amended projects.

RESOLUTION 26-131

A RESOLUTION AMENDING THE FY2026 - 2031 CAPITAL IMPROVEMENTS PROGRAM.

The City Council is informed that:

WHEREAS, the Capital Improvements Program (CIP) is a six-year program that identifies capital projects which address capital needs to build, replace, expand, and improve infrastructure and systems; and

WHEREAS, in accordance with the provisions of Article VI. Section 6.03 of the City Charter, the financing and location of capital improvements is guided by the City's Comprehensive Plan, Elevate Las Cruces; and

WHEREAS, pursuant to Article V. Section 5.08 of the City Charter, Council may supplement, reduce or transfer appropriations.

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

(I)

THAT the Capital Improvements Program for FY2026 through FY2031, attached hereto and made part of this Resolution as Exhibit "A", is hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031

Exhibit "A"

AMENDED - APRIL 20, 2026

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	\$ 1,094,853.00	\$ -	\$ -	\$ -	\$ -	\$ -	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 (Key Cards)	Facilities Management	\$ 153,214.00	\$ -	\$ -	\$ -	\$ -	\$ -	Taxes
General Facilities Improvements		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Energy Efficiency Program - IGA	Facilities Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Taxes
City Operational Facilities - Annual		\$ -	\$ 1,016,500.00	\$ 255,500.00	\$ 255,500.00	\$ 255,500.00	\$ -	
Safety, Health, Environmental & Emergency		\$ -	\$ 1,016,500.00	\$ 255,500.00	\$ 255,500.00	\$ 255,500.00	\$ -	
Safety, Health, Environmental, & Emergency	Facilities Management	\$ -	\$ 1,016,500.00	\$ 255,500.00	\$ 255,500.00	\$ 255,500.00	\$ -	Taxes
City Operational Facilities - Future		\$ -	\$ 10,146,500.00	\$ 300,000.00	\$ 210,000.00	\$ 200,000.00	\$ -	
General Facilities Improvements		\$ -	\$ 7,922,500.00	\$ -	\$ -	\$ -	\$ -	
City Hall Expansion	Facilities Management	\$ -	\$ 7,500,000.00	\$ -	\$ -	\$ -	\$ -	Other
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		\$ -	\$ 181,500.00	\$ -	\$ -	\$ -	\$ -	
Access Channel Capital Improvement	Communications	\$ -	\$ 181,500.00	\$ -	\$ -	\$ -	\$ -	Other
Equipment & IT - Carryover		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Safety, Health, Environmental & Emergency		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Senior Program Equipment and Rolling Stock	Quality of Life	\$ 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		\$ -	\$ 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	\$ -	\$ -	\$ -	\$ -	\$ -

Park Improvements		\$	\$	\$	\$	\$	\$	\$
SUBTOTAL		\$ -	\$ 653,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Park Improvements - Newly Funded		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Park Improvements - Carryover		\$ 8,177,165.70	\$ 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	\$ - ARPA, Bonds, Grants, Other, PIF, Taxes
Park Drinking Fountains	Parks & Recreation	\$ 963,792.44	\$ 55,000.00	\$ -	\$ -	\$ -	\$ -	\$ - Grants, Telshor Fund
Pioneer Women's Park improvements	Parks & Recreation	\$ 741,820.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - Grants
Skate Park Improvements	Parks & Recreation	\$ 403,420.22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - Grants, PIF
Valley View Park - Heske Garden Lighting Replacement	Parks & Recreation	\$ 468,262.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - Grants, Taxes
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	\$ - PIF
Park Improvements - Future		\$ -	\$ 5,894,000.00	\$ 13,500,000.00	\$ 30,150,000.00	\$ 29,750,000.00	\$ 150,000.00	
Parks and Recreational Facilities Structural Renovations		\$ -	\$ 1,460,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	
Light Poles at Hadley Fields	Facilities Management	\$ -	\$ 1,010,000.00	\$ -	\$ -	\$ -	\$ -	\$ - Bonds, Grants, Taxes
Parks and Recreational Facilities Enhancements	Parks & Recreation	\$ -	\$ 450,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ - Taxes
Burn Lake Improvements	Parks & Recreation	\$ -	\$ 300,000.00	\$ 3,000,000.00	\$ -	\$ -	\$ -	\$ - ARPA, Bonds, Grants, Other, PIF, Taxes
Four Field Baseball/Softball Complex	Parks & Recreation	\$ -	\$ 400,000.00	\$ 5,950,000.00	\$ -	\$ -	\$ -	\$ - Other
Multi-Use Recreation Center	Parks & Recreation	\$ -	\$ 1,800,000.00	\$ 4,400,000.00	\$ 30,000,000.00	\$ 29,600,000.00	\$ -	\$ - Bonds, Grants, Other, Taxes
Soldados Field Lighting	Parks & Recreation	\$ -	\$ 1,200,000.00	\$ -	\$ -	\$ -	\$ -	\$ - Bonds, Grants, PIF, Taxes
Soldados Field Restroom	Parks & Recreation	\$ -	\$ 600,000.00	\$ -	\$ -	\$ -	\$ -	\$ - Bonds, Grants, PIF, Taxes
Veterans Memorial Park Restroom Plumbing Repairs and Upgrades	Parks & Recreation	\$ -	\$ 134,000.00	\$ -	\$ -	\$ -	\$ -	\$ - Other
SUBTOTAL		\$ 9,928,260.82	\$ 21,017,007.19	\$ 18,475,000.00	\$ 34,851,000.00	\$ 35,176,000.00	\$ 3,675,000.00	

CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031

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	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
Neighborhood Parks		\$ 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	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
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	\$ -	\$ -	\$ -	\$ -	\$ -	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		\$ 4,317,090.08	\$ 3,333,180.00	\$ -	\$ -	\$ -	\$ -
DC Fast Charger - Electric Vehicle Charger	Sustainability	\$ 522,420.08	\$ -	\$ -	\$ -	\$ -	Grant
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
Generator Replacement Program	Facilities Management	\$ -	\$ 292,537.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	Taxes
Roof Replacement Program		\$ 1,436,250.00	\$ 118,000.00	\$ -	\$ -	\$ -	-
Municipal Court Re-Roof	Facilities Management	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	Bonds
Museum of Art/MoNaS Re-Roof	Facilities Management	\$ 815,000.00	\$ -	\$ -	\$ -	\$ -	Bonds, TIDD
Rio Grande Theater Re-Roof	Facilities Management	\$ 271,250.00	\$ 118,000.00	\$ -	\$ -	\$ -	TIDD
Branigan Cultural Center Improvements	Quality of Life	\$ 1,042,809.00	\$ 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		\$ -	\$ -	\$ -	\$ -	\$ -	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	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		\$ 27,111,845.23	\$ 36,966,431.64	\$ 43,479,721.32	\$ 7,672,226.32	\$ 7,672,226.32	\$ 59,000.00

CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031

Public Facilities		\$	\$	\$	\$	\$	\$
Public Facilities - Annual		\$ 1,330,712.35	\$ 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 Renovation		\$ -	\$ 561,000.00	\$ 280,500.00	\$ 280,500.00	\$ 280,500.00	\$ -
Downtown Parking Lot Program	Facilities Management	\$ -	\$ 561,000.00	\$ 280,500.00	\$ 280,500.00	\$ 280,500.00	\$ - TIDD
Facility Parking Lot Program		\$ 157,678.12	\$ 2,124,600.00	\$ 482,800.00	\$ 482,800.00	\$ 257,800.00	\$ -
Facility Parking Lot Program	Facilities Management	\$ 157,678.12	\$ 1,609,000.00	\$ 225,000.00	\$ 225,000.00	\$ -	\$ - Taxes
Parks Parking Lot Rehabilitation Program	Facilities Management	\$ -	\$ 515,600.00	\$ 257,800.00	\$ 257,800.00	\$ 257,800.00	\$ - Bonds, Grants, Taxes
General Facilities Improvements		\$ 118,411.23	\$ 1,387,940.00	\$ 656,470.00	\$ 651,470.00	\$ 656,470.00	\$ -
General Facilities Improvement Program	Facilities Management	\$ 118,411.23	\$ 1,000,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ - Taxes, Telshor
WIA Building (Women's Improvement Association) Rehabilitation	Facilities Management	\$ -	\$ 387,940.00	\$ 156,470.00	\$ 151,470.00	\$ 156,470.00	\$ - Taxes, Grants
Parks Parking Lots		\$ -	\$ 900,000.00	\$ 450,000.00	\$ 450,000.00	\$ -	\$ -
Parks Parking Lot Program	Parks & Recreation	\$ -	\$ 900,000.00	\$ 450,000.00	\$ 450,000.00	\$ -	\$ - Grants, Other, Taxes
Roof Replacement Program		\$ 739,623.00	\$ 1,388,927.00	\$ 336,600.00	\$ 336,600.00	\$ 336,600.00	\$ -
Facility Roof Replacement Program	Facilities Management	\$ 199,623.00	\$ 1,072,146.00	\$ 336,600.00	\$ 336,600.00	\$ 336,600.00	\$ - Bonds, Taxes, TIDD
Meerscheidt Center Re-Roof	Facilities Management	\$ 540,000.00	\$ -	\$ -	\$ -	\$ -	\$ - Bonds
Re-Roof of Castaneda Building	Facilities Management	\$ -	\$ 316,781.00	\$ -	\$ -	\$ -	\$ - Taxes
Safety, Health, Environmental & Emergency		\$ 315,000.00	\$ 3,025,500.00	\$ 1,170,500.00	\$ 1,155,500.00	\$ 1,155,500.00	\$ -
City Security Program	Facilities Management	\$ 175,000.00	\$ 555,500.00	\$ 270,500.00	\$ 255,500.00	\$ 255,500.00	\$ - Taxes
City Vacant /Abandoned Lots	Facilities Management	\$ -	\$ 1,650,000.00	\$ 825,000.00	\$ 825,000.00	\$ 825,000.00	\$ - Taxes
Park Sidewalk Repair Program	Facilities Management	\$ 65,000.00	\$ 150,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ - Grants, Taxes
Security & Fire Alarm Program	Facilities Management	\$ -	\$ 670,000.00	\$ -	\$ -	\$ -	\$ - Taxes, TIDD
Convention Center FF&E	Visit Las Cruces	\$ 75,000.00	\$ 150,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ - Taxes
Public Facilities - Future		\$ -	\$ 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 Bathrooms	Quality of Life	\$ -	\$ 250,000.00	\$ -	\$ -	\$ -	\$ - Grants, Taxes
Munson Center Floor	Quality of Life	\$ -	\$ 750,000.00	\$ -	\$ -	\$ -	\$ - Grants, Taxes
Museum of Art Improvements	Quality of Life	\$ -	\$ 615,000.00	\$ 200,000.00	\$ -	\$ -	\$ - Grants, Taxes
Museum of Art/MoNaS Remodel	Quality of Life	\$ -	\$ 3,000,000.00	\$ -	\$ 15,000,000.00	\$ -	\$ - Bonds, Grants, Taxes
Railroad Museum Exterior Improvements	Quality of Life	\$ -	\$ 375,000.00	\$ -	\$ -	\$ -	\$ - Bonds, Grants, Taxes
Sage Café Library Expansion	Quality of Life	\$ -	\$ 200,000.00	\$ 2,000,000.00	\$ 200,000.00	\$ -	\$ - Grants, Taxes
Senior Programs Master Plan	Quality of Life	\$ -	\$ 145,000.00	\$ -	\$ -	\$ -	\$ - Grants, Taxes
Safety, Health, Environmental & Emergency		\$ -	\$ 1,300,000.00	\$ 650,000.00	\$ 650,000.00	\$ 650,000.00	\$ -
Rehabilitation and Demolition of Vacant Buildings	Facilities Management	\$ -	\$ 1,300,000.00	\$ 650,000.00	\$ 650,000.00	\$ 650,000.00	\$ - Taxes
Branigan Library Rehabilitation	Facilities Management	\$ -	\$ 249,500.00	\$ 2,750,000.00	\$ 1,111,000.00	\$ -	\$ - Bonds, Grants, Taxes
Legends West Facility Master Plan	Parks & Recreation	\$ -	\$ 150,000.00	\$ -	\$ -	\$ -	\$ - ARPA, Bonds, Grants, Other, PIF, Taxes
Museum System Collections Storage	Quality of Life	\$ -	\$ -	\$ -	\$ 9,500,000.00	\$ -	\$ - Bonds, Grants, Taxes
Plugged in for Good Community Resilience & Energy Hub	Sustainability	\$ -	\$ 1,932,500.00	\$ 2,000,000.00	\$ -	\$ -	\$ - Grants
Railroad Museum Reinterpretation	Quality of Life	\$ -	\$ 60,000.00	\$ 225,000.00	\$ -	\$ -	\$ - Grants, Taxes
Safe Haven Outdoor Classroom	Parks & Recreation	\$ -	\$ 20,000.00	\$ 230,000.00	\$ 20,000.00	\$ -	\$ - ARPA, Bonds, Grants, PIF, Taxes
SUBTOTAL		\$ 28,442,557.58	\$ 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		\$ 620,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Statewide Critical Incident Response Vehicles	Police Department	\$ 620,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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		\$ -	\$ 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		\$ 24,835,529.44	\$ 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	\$ 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	\$ 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	\$ 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	\$ -	\$ -	\$ -	\$ -	\$ - Bonds
Melendres Ave/Pittsburg - Hadley to Picacho	Public Works	\$ 2,717,660.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - Bonds, Taxes
Solar Photovoltaic/Storage Projects	Sustainability	\$ 170,652.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - Taxes
Resiliency - Annual		\$ 4,110,820.10	\$ 1,200,000.00	\$ 500,000.00	\$ 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	\$ 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	\$ 500,000.00	\$ - Taxes
Resiliency Program		\$ 483,722.55	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Casa Linda Acres Reconstruction	Public Works	\$ 273,612.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - Taxes
East Mesa Roads and Drainage	Public Works	\$ 110,110.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - Taxes
Storm Water System Mapping	Public Works	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ - Taxes
Resiliency - Future		\$ -	\$ 3,905,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Fleet electric vehicle chargers (dual chargers)	Sustainability	\$ -	\$ 400,000.00	\$ -	\$ -	\$ -	\$ -	\$ - Grants, Taxes
Hadley Ave Complex Recreation Rehabilitation	Parks & Recreation	\$ -	\$ 3,305,000.00	\$ -	\$ -	\$ -	\$ -	\$ - Grants
Public Electric Vehicle Chargers (8 dual)	Sustainability	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ - Grants, Taxes
SUBTOTAL		\$ 7,521,553.98	\$ 5,470,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ -
Streets - New		\$	\$	\$	\$	\$	\$	\$
Streets - New - Newly Funded		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streets - New - Carryover		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streets - New - Annual		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streets - New - Future		\$ -	\$ 48,848,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
High Mesa Road	Economic Development	\$ -	\$ 32,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ - Bonds, Grants, Taxes
Transit Loop Road	Economic Development	\$ -	\$ 16,848,000.00	\$ -	\$ -	\$ -	\$ -	\$ - Bonds, Grants, Taxes
SUBTOTAL		\$ -	\$ 48,848,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Streets Improvements		\$	\$	\$	\$	\$	\$	\$
Streets Improvements - Newly Funded		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streets Improvements - Carryover		\$ 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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - Bonds, Taxes
Melendres Ave/Pittsburg - Hadley to Picacho	Public Works	\$ 2,604,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
University Area Complete Streets	Public Works	\$ 302,062.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - Bonds
Downtown Street Improvements		\$ 7,420,567.38	\$ 10,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Alameda Blvd - S. Main St to W Las Cruces Ave	Public Works	\$ 750,000.00	\$ 10,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ - TIDD
Campo Street Design and Reconstruction	Public Works	\$ 6,670,567.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - TIDD
Lift Up Las Cruces - Street Improvements		\$ 1,567,774.00	\$ 1,800,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Sacramento St - Poplar Ave to Oasis Ave	Public Works	\$ 1,567,774.00	\$ 1,800,000.00	\$ -	\$ -	\$ -	\$ -	\$ - Bonds, Grants, Taxes
Median Landscaping		\$ 317,917.00	\$ 2,240,000.00	\$ 1,120,000.00	\$ 1,000,000.00	\$ 120,000.00	\$ 1,120,000.00	\$ -
Lohman Ave & Roadrunner Parkway Medians	Parks & Recreation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - Grants
Medians	Parks & Recreation	\$ 317,917.00	\$ 2,240,000.00	\$ 1,120,000.00	\$ 1,000,000.00	\$ 120,000.00	\$ 1,120,000.00	\$ - Bonds, Grants, Taxes
Street Lighting & Traffic Signal Maintenance Program		\$ 7,623,398.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mesquite Historic District	Public Works	\$ 896,694.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - Grants
Traffic Signal Program		\$ 6,726,703.23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bataan Memorial at Rinconada	Public Works	\$ 1,150,887.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - Taxes, Bonds
Casa Linda Acres Reconstruction	Public Works	\$ 4,058,653.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - ARPA, Bonds, Grants, Taxes
E Lohman Ave & S Walnut St Traffic Signal MAP	Public Works	\$ 1,517,162.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - Bonds, Grants, Taxes
East Mesa Roads and Drainage	Public Works	\$ 5,165,102.85	\$ 1,000,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ - Bonds, Grants, Taxes
Johnson St - Rouault Ave to Topley Ave	Public Works	\$ 108,928.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - Bonds, Taxes
Madrid Ave Extension - Evelyn St to N Triviz Dr	Public Works	\$ 932,620.74	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - Bonds
South Main St - Avenida de Mesilla to Boutz	Public Works	\$ 3,549,046.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - Bonds
Telshor Spruce Intersection Improvements	Public Works	\$ 574,507.41	\$ 2,850,000.00	\$ -	\$ -	\$ -	\$ -	\$ - Bonds, Grants, Taxes
SUBTOTAL		\$ 34,081,075.91	\$ 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		\$ 44,840,601.25	\$ 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		\$ 56,832,620.70	\$ 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	\$ 769,353.00	\$ 446,666.00	\$ 748,998.00	\$ 125,000.00	\$ 125,000.00	\$ -	Other
Gas Development	Utilities	\$ 2,548,618.00	\$ -	\$ -	\$ -	\$ -	\$ -	Other
Gas Miscellaneous	Utilities	\$ 358,923.00	\$ 175,000.00	\$ 175,000.00	\$ 175,000.00	\$ 175,000.00	\$ -	Other
Gas PHMSA Grant	Utilities	\$ 10,000,000.00	\$ 7,972,055.00	\$ -	\$ -	\$ -	\$ -	Grants
Gas Rehabilitation	Utilities	\$ 2,064,798.00	\$ 2,999,467.00	\$ 5,488,493.00	\$ 360,000.00	\$ 1,080,000.00	\$ 360,000.00	Other
Solid Waste Building Improvements	Utilities	\$ 1,221,420.00	\$ 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	\$ 3,075,156.50	\$ 5,616,439.00	\$ 5,811,040.00	\$ 500,000.00	\$ 720,000.00	\$ 410,000.00	Other
Wastewater Septic Systems	Utilities	\$ 372,753.20	\$ 47,677,216.00	\$ -	\$ -	\$ -	\$ -	Grants
Water 2025 Projects	Utilities	\$ 15,211,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Other
Water Building Improvements	Utilities	\$ 180,226.00	\$ 554,385.00	\$ 250,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	Other
Water Development	Utilities	\$ 151,724.00	\$ 5,298,864.00	\$ 261,272.00	\$ 2,745,624.00	\$ -	\$ -	WIF
Water Miscellaneous	Utilities	\$ 75,000.00	\$ 1,552,187.00	\$ 1,046,277.00	\$ 795,784.00	\$ 105,000.00	\$ 60,000.00	WIF
Water Rehab	Utilities	\$ 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	\$ 74,760,848.60	\$ 149,500,000.72	\$ 31,383,601.10	\$ 16,263,756.00	\$ 13,824,133.00	\$ 16,743,199.00	
Total Newly Funded		\$ 39,659,299.19	\$ 24,665,180.00	\$ 4,000,000.00	\$ 5,407,498.00	\$ 2,000,000.00	\$ -	
Total Carryover		\$ 193,552,633.91	\$ 191,635,823.83	\$ 71,207,442.32	\$ 21,660,695.32	\$ 16,377,726.32	\$ 10,016,239.00	
Total Annual		\$ 19,635,942.94	\$ 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		\$ 252,847,876.04	\$ 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 - April 20, 2026

Attachment "A"

Project: Airport Improvements, Pavement Maintenance, and Equipment						
Scope of Work: Project LRU Runway 4-22 has been delayed and to ensure timely use of all project funds, they will be reallocated to the project - "Airport Improvements, Pavement Maintenance, and Equipment". The project will support airfield maintenance and preservation activities, such as repainting Taxiways A, B, and C; Runway 8/26, and apron markings, including all island markings, pavement preservation treatments such as crack seal and fog seal on aprons; and the purchase of maintenance equipment.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Airport	Airport	\$810,749	\$6,541,932	\$7,352,681	Adjustment to reflect revised project funding.	1

Project: LRU Airport Automated Weather Observation System (AWOS) and Rotating Beacon						
Scope of Work: For Planning, providing specifications, purchasing, receiving, and installing the appropriate weather observation systems and a rotation beacon.						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Airport	Airport	\$1,319,671	\$22,750	\$1,342,421	Adjustment to reflect revised project funding.	1

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - April 20, 2026

Project: Animal Services Center of the Mesilla Valley (ASCMV) Surgical Suite Improvements						
Scope of Work: To create a new surgical suite for the Animal Service Center. Work includes electrical upgrades, flooring and ceiling improvements, installing a new door, and adding a pass-through window.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Other	Public Works	\$0	\$50,000	\$50,000	Adjustment to reflect new grant funding.	3

Project: Animal Services Center of the Mesilla Valley (ASCMV) Kennel Room Improvements						
Scope of Work: This project will focus on renovating the area where the M kennels are located. The work will include installing new flooring, improving drainage, removing the existing kennels, and installing new ones with permanent cinder blocks.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Other	Public Works	\$0	\$280,000	\$280,000	Adjustment to reflect new grant funding.	3

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - April 20, 2026

Project: Amador Hotel Renovation						
Scope of Work: To complete the exterior of the building, to include windows, lighting, flooring, restrooms, meeting rooms, seating areas, security, sound system, infrastructure stabilization, foundation, roof, walls, sidewalks, abatement, and ADA compliance; in compliance with State Historic Preservation Office (SHPO) requirements.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Facilities	Quality of Life	\$4,811,333	\$1,589	\$4,812,922	Adjustment to reflect revised project funding.	4

Project: Branigan Cultural Center Improvements						
Scope of Work: For the removal of equipment and security bars, removal and replacement of exterior coating, stucco, and windows, installation of fire suppression system, hazardous material assessment and abatement, stabilization of the structure, and repainting and repair of courtyard walls.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Facilities	Quality of Life	\$1,000,000	\$42,809	\$1,042,809	Adjustment to reflect revised project funding.	4

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - April 20, 2026

Project: Transit Vehicles 26						
Scope of Work: To fund 85% of the cost of acquiring two (2) replacement fully ADA-accessible paratransit buses (Total \$340,525, \$289,446 grant, \$51,079 local match). Any funds left will be used in combination with FY2026 5339 funds to purchase a 3rd paratransit vehicle that has exceeded its useful life.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Transit	RoadRunner Transit	\$0	\$340,525	\$340,525	Adjustment to reflect new grant funding.	6

Project: Solid Waste Building Improvements						
Scope of Work: To add improvements to interior and exterior of the Solid Waste Buildings.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Utilities	Utilities	\$1,505,534	(\$284,114)	\$1,221,420	Adjustment to reflect revised project funding.	9

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - April 20, 2026

Project: Wastewater Building Improvements						
Scope of Work: To add improvements to interior and exterior of the Wastewater Buildings.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Utilities	Utilities	\$574,150	(\$32,390)	\$541,760	Adjustment to reflect revised project funding.	9

Project: Water Rehab						
Scope of Work: To finance the rehabilitation of line and reservoirs; booster stations throughout the City; street rehabilitation in conjunction with Public Works to upgrade the water systems throughout the City.						
Amendment:						
Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Utilities	Utilities	\$4,700,027	(\$2,554,834)	\$2,145,193	Adjustment to reflect revised project funding.	9



26-132

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:	April 20, 2026		
Drafter:	Mercedes Tomayko			Department:	City Manager's Office		
Title:	A RESOLUTION AUTHORIZING AN UPDATE TO THE VEHICLE ACQUISITION PROGRAM.						

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

PURPOSE(S) OF ACTION:
Approve additions to the Vehicle Acquisition program.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
Fleet Services has received procurement requests from multiple departments for vehicles and equipment that are not included in the fiscal year 2026 Vehicle Acquisition list previously approved by City Council. All requests have identified available funding.

To comply with city requirements for the procurement of rolling stock, City Council approval of the updated Vehicle Acquisition list is required. Adoption of this Resolution will authorize the purchase of the requested vehicles and equipment.

The Transit department requests the purchase of two Starcraft Allstar buses for the Dial-a-Ride program. These units will replace assets 32318 and 32321, both 2015 Starcraft Allstar buses. Funding for these replacements is available in Transit's current budget.

The Quality of Life department requests the purchase of two Ford F-150 Hotshots to replace two existing 2016 F-150 Hotshots used in the Meals on Wheels program (assets 32363 and 32364). Quality of Life also requests the purchase of four Ford Mavericks to replace vehicles in the Long-Term Care program (assets 30288, 30818, 31021, and 31029). Funding for these replacements is available in Quality of Life's current budget.

The Airport requests the purchase of two new John Deere mowers, a new CAT vibratory drum compactor, and a new Kaufman equipment trailer. This equipment is essential for proper maintenance of the airfield. The Airport also requests replacement of asset 32342, a 2016 Ford Explorer, and asset 33242, a 2018 Ford F-150. Funding for all Airport purchases is available in the department's current budget.

The Fire Department requests the purchase of a new cargo trailer to support the transport of necessary equipment. Funding is available in the department's current budget.

The Police department requests the purchase of eighteen Ford Explorer Interceptors to replace aging Patrol vehicles manufactured between 2012-2014. These replacements will improve fleet reliability and reduce maintenance costs. Funding for this purchase was approved during the April 6th Council meeting.

SUPPORT INFORMATION:

[Exhibit "A"](#)

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 the resolution accepting the updates to the Vehicle Acquisition program.
2. Vote "No"; this will not approve the resolution accepting the updates to the Vehicle Acquisition program.
3. Vote to "Amend"; this will direct staff to modify the proposed resolution.
4. Vote to "Table"; this will delay the resolution and may impact the operations of the requesting departments.

RESOLUTION 26-132

A RESOLUTION AUTHORIZING AN UPDATE TO THE VEHICLE ACQUISITION PROGRAM.

The City Council is informed that:

WHEREAS, Fleet Services has received requests for rolling stock purchases for fiscal year 2026; and

WHEREAS, these requests are not part of the fiscal year 2026 Vehicle Acquisition list approved by City Council; and

WHEREAS, to comply with city requirements for the procurement of rolling stock, City Council approval of the updated Vehicle Acquisition list is required for the purchase of the vehicles; and

WHEREAS, Transit seeks to replace two existing Dial-a-Ride buses (assets 32318 and 32321) with two Starcraft Allstar buses to improve operations; and

WHEREAS, the Quality of Life Department seeks to replace two Ford F-150 Hotshots (assets 32363 and 32364) used in the Meals on Wheels program. Quality of Life also requested the purchase of four Ford Mavericks to replace vehicles used in the Long-Term Care program (assets 30288, 30818, 31021, and 31029); and

WHEREAS, the Airport requests to purchase two new John Deere mowers, a new CAT vibratory drum compactor, and a new Kaufmann equipment trailer to support airfield maintenance. The Airport also requests the replacement of two trucks (assets 32342 and 33242) to support Airport operations; and

WHEREAS, the Fire Department requests to purchase a new cargo trailer to support in the transportation of necessary equipment; and

WHEREAS, the Police Department requests to purchase eighteen Ford Explorer Interceptors to replace aging Patrol units to support operations.

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

(I)

THAT the FY2026 Vehicle Acquisition list as indicated in Exhibit "A", attached hereto and made part of this Resolution, is hereby approved.

(II)

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

DONE AND APPROVED this day of

Agenda Item #7.1.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

FY 2026 VRA Program

						Funding By Source			
Department/Line of Business		Inventory Number	Existing Model		Replacement Model	Estimated Replacement Cost	VAF Program Fund	Utilities Funding	Other Sources (Grant, Lease, Debt)
300-CITY MANAGER									
0430-HOUSING NEIGHBORHOOD SERVICES		New	New		Ford Cargo Van	\$70,000	\$0	\$0	\$70,000
0430-HOUSING NEIGHBORHOOD SERVICES		28011	Dodge	Ram 3500	Ford T350 Passenger Van	\$65,000	\$0	\$0	\$65,000
Total 300-CITY MANAGER						\$135,000	\$0	\$0	\$135,000
320-POLICE									
0232-PUBLIC SAFETY		31865	Dodge	CHARGER	FORD EXPLORER INTERCEPTOR	\$83,335	\$0	\$0	\$83,335
0232-PUBLIC SAFETY		31891	Dodge	CHARGER	FORD EXPLORER INTERCEPTOR	\$83,333	\$0	\$0	\$83,333
0232-PUBLIC SAFETY		31894	DODGE	CHARGER	FORD EXPLORER INTERCEPTOR	\$83,333	\$0	\$0	\$83,333
0232-PUBLIC SAFETY		31895	DODGE	CHARGER	FORD EXPLORER INTERCEPTOR	\$83,333	\$0	\$0	\$83,333
0232-PUBLIC SAFETY		31897	FORD EXPLORER		FORD INTERCEPTOR	\$83,333	\$0	\$0	\$83,333
0232-PUBLIC SAFETY		31902	DODGE	CHARGER	FORD EXPLORER INTERCEPTOR	\$83,333	\$0	\$0	\$83,333
0232-PUBLIC SAFETY		31927	DODGE	CHARGER	FORD EXPLORER INTERCEPTOR	\$83,333	\$0	\$0	\$83,333
0232-PUBLIC SAFETY		31932	DODGE	CHARGER	FORD EXPLORER INTERCEPTOR	\$83,335	\$0	\$0	\$83,335
0232-PUBLIC SAFETY		31939	DODGE	CHARGER	FORD EXPLORER INTERCEPTOR	\$83,333	\$0	\$0	\$83,333
0232-PUBLIC SAFETY		31945	DODGE	CHARGER	FORD EXPLORER INTERCEPTOR	\$83,333	\$0	\$0	\$83,333
0232-PUBLIC SAFETY		31950	DODGE	CHARGER	FORD EXPLORER INTERCEPTOR	\$83,333	\$0	\$0	\$83,333
0232-PUBLIC SAFETY		31952	DODGE	CHARGER	FORD EXPLORER INTERCEPTOR	\$83,333	\$0	\$0	\$83,333
0232-PUBLIC SAFETY		32174	FORD	INTERCEPTOR	FORD INTERCEPTOR	\$83,333	\$0	\$0	\$83,333
0232-PUBLIC SAFETY		32176	FORD	INTERCEPTOR	FORD INTERCEPTOR	\$83,335	\$0	\$0	\$83,335
0232-PUBLIC SAFETY		32177	FORD	INTERCEPTOR	FORD INTERCEPTOR	\$83,333	\$0	\$0	\$83,333
0232-PUBLIC SAFETY		32178	FORD	INTERCEPTOR	FORD INTERCEPTOR	\$83,333	\$0	\$0	\$83,333

Agenda Item #7.1.

0232-PUBLIC SAFETY	32179	FORD INTERCEPTOR	FORD INTERCEPTOR	\$87,000	\$87,000	\$0	\$0
0232-PUBLIC SAFETY	32180	FORD INTERCEPTOR	FORD INTERCEPTOR	\$83,333	\$0	\$0	\$83,333
0232-PUBLIC SAFETY	32212	FORD INTERCEPTOR	FORD INTERCEPTOR	\$87,000	\$87,000	\$0	\$0
0232-PUBLIC SAFETY	32231	FORD INTERCEPTOR	FORD INTERCEPTOR	\$83,333	\$0	\$0	\$83,333
0232-PUBLIC SAFETY	32250	FORD INTERCEPTOR	FORD INTERCEPTOR	\$87,000	\$87,000	\$0	\$0
0232-PUBLIC SAFETY	32251	FORD INTERCEPTOR	FORD INTERCEPTOR	\$87,000	\$87,000	\$0	\$0
0232-PUBLIC SAFETY	32253	FORD INTERCEPTOR	FORD INTERCEPTOR	\$87,000	\$87,000	\$0	\$0
0232-PUBLIC SAFETY	32255	FORD INTERCEPTOR	FORD INTERCEPTOR	\$87,000	\$87,000	\$0	\$0
0232-PUBLIC SAFETY	32258	FORD INTERCEPTOR	FORD INTERCEPTOR	\$87,000	\$87,000	\$0	\$0
0232-PUBLIC SAFETY	32265	FORD INTERCEPTOR	FORD INTERCEPTOR	\$87,000	\$87,000	\$0	\$0
0432-COMMUNITY OUTREACH	New	New	FORD F150	\$76,800	\$76,800	\$0	\$0
Total 320-POLICE				\$2,272,800	\$772,800	\$0	\$1,500,000
330-FIRE & EMERGENCY							
0133-ADMINISTRATIVE-FD	New	New	Wheeled Coach Type I Ambulance	\$392,000	\$0	\$0	\$392,000
0133-ADMINISTRATIVE-FD	New	New	Wheeled Coach Type I Ambulance	\$392,000	\$0	\$0	\$392,000
0133-ADMINISTRATIVE-FD	New	New	Wheeled Coach Type I Ambulance	\$392,000	\$0	\$0	\$392,000
0133-ADMINISTRATIVE-FD	31837	Ford Taurus	Ford F150 Lightning	\$61,460	\$30,460	\$0	\$31,000
0133-ADMINISTRATIVE-FD	31843	Ford F150	Ford F150	\$60,541	\$60,541	\$0	\$0
0433-EMERGENCY RESPONSE	New	New	Trailer 8.5'X24'	\$50,000	\$0	\$0	\$50,000
Total 330-FIRE & EMERGENCY SERVICES				\$1,348,001	\$91,001	\$0	\$1,257,000
340-UTILITIES							
0234-NATURAL GAS & ENERGY OP MAINT	31842	Ford F-150	Ford F-150	\$56,000	\$0	\$56,000	\$0

Agenda Item #7.1.

0234-NATURAL GAS & ENERGY OP MAINT	32782	Ford F-150	Ford F-250	\$66,000	\$0	\$66,000	\$0
0334-WATER OPERATION & MAINTENANCE	32299	Ford F-250	Ford F-250	\$66,000	\$0	\$66,000	\$0
0434-WASTEWATER OPERATION & MAINTEN	32423	Ford F-250	Ford F-250	\$66,000	\$0	\$66,000	\$0
0534-SOLID WASTE COLLECTIONS	New	New	Freightliner GS Products ASL	\$233,200	\$0	\$233,200	\$0
0534-SOLID WASTE COLLECTIONS	New	New	Peterbilt 520 Wittke FEL	\$390,800	\$0	\$390,800	\$0
0534-SOLID WASTE COLLECTIONS	31889	Ford F-750 Container Truc	Frieghtliner Container Truck	\$161,100	\$0	\$161,100	\$0
0534-SOLID WASTE COLLECTIONS	32304	Peterbilt Roll Off Truck	Peterbilt Roll Off Truck	\$239,100	\$0	\$239,100	\$0
0534-SOLID WASTE COLLECTIONS	32340	Bandit 2680 Beast	Vermeer HG4000	\$607,600	\$0	\$607,600	\$0
0534-SOLID WASTE COLLECTIONS	32774	Peterbilt 320 Front Loader	Peterbilt 520 Front Loader	\$390,800	\$0	\$390,800	\$0
0634-MGMT OF INFORMATION SYSTEMS	New	New	Ford F-150 4x4	\$56,000	\$0	\$56,000	\$0
0634-MGMT OF INFORMATION SYSTEMS	32254	Ford F-150	Ford F-150	\$64,000	\$0	\$64,000	\$0
0934-REGULATORY COMPLIANCE & TRAINI	New	New	Ford Ford Escape	\$44,000	\$0	\$44,000	\$0
Total 340-UTILITIES					\$2,440,600	\$0	\$2,440,600 \$0
400-ASSISTANT CITY							
0140-OFFICE OF THE ACM-IT	New	New	CAT CV119	\$13,000	\$0	\$0	\$13,000
0140-OFFICE OF THE ACM-IT	New	New	JOHN DEERE Z997R	\$27,000	\$0	\$0	\$27,000

Agenda Item #7.1.

	0140-OFFICE OF THE ACM-IT	New	New	JOHN DEERE Z997R	\$27,000	\$0	\$0	\$27,000
	0140-OFFICE OF THE ACM-IT	New	New	KAUFMAN 12 GVWR	\$7,000	\$0	\$0	\$7,000
	0140-OFFICE OF THE ACM-IT	32342	FORD EXPLORER	GMC SIERRA EV	\$75,000	\$0	\$0	\$75,000
	0140-OFFICE OF THE ACM-IT	33242	FORD F-150	FORD F-250 XL	\$75,000	\$0	\$0	\$75,000
	Total 400-ASSISTANT CITY MANAGER'S OFF				\$224,000	\$0	\$0	\$224,000
450-PARKS & RECREATION								
	0245-CONSTRUCTION, MAINT, BEAUTIFIC AT	31018	Ford F150	No No	\$55,000	\$55,000	\$0	\$0
	0245-CONSTRUCTION, MAINT, BEAUTIFIC AT	31103	Ford f150 ext cab	ford f150 crew cab	\$55,000	\$55,000	\$0	\$0
	0245-CONSTRUCTION, MAINT, BEAUTIFIC AT	31347	Ford F150	No No	\$55,000	\$55,000	\$0	\$0
	Total 450-PARKS & RECREATION				\$165,000	\$165,000	\$0	\$0
480-PUBLIC WORKS								
	0248-PUBLIC INFRASTRUCTURE	31077	Ford F150	Ford F150	\$55,000	\$55,000	\$0	\$0
	0448-OPERATIONS AND MAINTENANCE	New	New	Mack Granite Mack MP7	\$380,000	\$0	\$0	\$380,000
	0448-OPERATIONS AND MAINTENANCE	33125	JOHNSTON RT 655	ELGIN BROOMBEAR	\$421,667	\$0	\$0	\$421,667
	0448-OPERATIONS AND MAINTENANCE	33267	JOHNSTON 4400	ELGIN BROOMBEAR	\$421,667	\$0	\$0	\$421,667
	Total 480-PUBLIC WORKS				\$1,278,334	\$55,000	\$0	\$1,223,334
500-ASSISTANT CITY								
	0250-ROADRUNNER TRANSIT	28734	Gillig Heavy Duty Bus	BYD Electric Bus	\$1,200,000	\$0	\$0	\$1,200,000
	0250-ROADRUNNER TRANSIT	28737	Gillig Heavy Duty Bus	BYD Electric Bus	\$1,200,000	\$0	\$0	\$1,200,000
	0250-ROADRUNNER TRANSIT	28739	Gillig Heavy Duty Bus	BYD Electric Bus	\$1,200,000	\$0	\$0	\$1,200,000

Agenda Item #7.1.

0250-ROADRUNNER TRANSIT	31569	Gillig Heavy Duty Bus	BYD Electric Bus	\$1,200,000	\$0	\$0	\$1,200,000
0250-ROADRUNNER TRANSIT	31747	Dodge Caravan	Ford Maverick Hybrid	\$40,000	\$0	\$0	\$40,000
0250-ROADRUNNER TRANSIT	32318	Starcraft Allstar	Starcraft Allstar	\$130,000	\$0	\$0	\$130,000
0250-ROADRUNNER TRANSIT	32321	Starcraft Allstar	Starcraft Allstar	\$130,000	\$0	\$0	\$130,000
Total 500-ASSISTANT CITY MANAGER'S OFFIC					\$5,100,000	\$0	\$0
540-QUALITY OF LIFE							
0254-LIBRARY	New	New	Ford E450 Bookmobile	\$330,000	\$0	\$0	\$330,000
0354-SENIOR PROGRAMS	30288	Ford Taurus	Ford Maverick	\$37,000	\$0	\$0	\$37,000
0354-SENIOR PROGRAMS	30818	FORD TAURUS	FORD MAVERICK	\$37,000	\$0	\$0	\$37,000
0354-SENIOR PROGRAMS	31021	CHEVROLET MALIBU	FORD MAVERICK	\$37,000	\$0	\$0	\$37,000
0354-SENIOR PROGRAMS	31029	C MALIBU	FORD MAVERICK	\$37,000	\$0	\$0	\$37,000
0354-SENIOR PROGRAMS	32127	Ford F150	Ford F150	\$88,600	\$88,600	\$0	\$0
0354-SENIOR PROGRAMS	32363	Ford F150	Ford F150	\$81,000	\$0	\$0	\$81,000
0354-SENIOR PROGRAMS	32364	Ford F-150	Ford F-150	\$81,000	\$0	\$0	\$81,000
0354-SENIOR PROGRAMS	32365	Ford F150	Ford F150	\$88,600	\$88,600	\$0	\$0
Total 540-QUALITY OF LIFE					\$817,200	\$177,200	\$0
900-ANIMAL SERVICES							
9000-ANIMAL SERVICES CENTER A&G	32239	Ford Transit Cargo Van	Ford Transit Cargo Van	\$51,000	\$0	\$0	\$51,000
Total 900-ANIMAL SERVICES CENTER					\$51,000	\$0	\$51,000
Total VRA By Funding Source					\$13,831,935	\$1,261,001	\$2,440,600
							\$10,130,334



26-133

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: April 20, 2026
Drafter:	Kevin Wilson
	Department: City Manager's Office
Title:	A RESOLUTION TO AUTHORIZE THE CITY'S PARTICIPATION IN HOUSING NEW MEXICO'S REHAB 2 RENTAL PROGRAM, A RENTAL REHABILITATION PROGRAM FUNDED THROUGH HOUSING NEW MEXICO.

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

PURPOSE(S) OF ACTION:
Approve Rehab 2 Rental Program.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces recognizes that there is a shortage of safe and affordable rental housing available to rental assistance voucher holders. Many of the rentals available in the price range voucher holders can afford are in such a state of disrepair that the units cannot be rented, as they cannot pass the minimum condition requirements of the voucher system.

The New Mexico Department of Finance Authority has approved funding that is routed through Housing New Mexico. This program provides interest free forgivable loans to landlords as part of the new Rehab 2 Rental Program. These forgivable loans provide funding to qualified rental property owners for the purpose of bringing substandard units up to required voucher standards.

The City of Las Cruces has applied for and been approved by Housing New Mexico to receive and administer these funds as a Service Provider. The program also provides up to 20% (\$5,000), per project, above the \$25,000 project cost, for the Service Provider's administrative costs. As projects are submitted to Housing New Mexico for approval future Budget Adjustment Requests will be required for the city's acceptance of these funds.

Once the rehabilitation has been completed, the property owners are required to rent the repaired units only to residents using rental assistance vouchers. This requirement stays in place by means of Land Use Restrictive Agreement (LURA) which will be recorded as a lien and enforced for five (5) years. Should the property owners fail to comply with the terms of the LURA, these forgivable loans of up to \$25,000 per unit, and not to exceed \$75,000 to any one property owner, must then be paid back by the property owners. In the event of default, recovered funds are retained by the City. All administrative and recovered funds (if applicable) will be deposited into the Affordable Housing Trust Fund for future affordable housing projects.

Staff requests authorization from City Council to participate in the Rehab 2 Rental Program, to rehabilitate substandard rental units to be reserved for voucher holders, and allow staff to perform all tasks required by the terms of the Agreement. Participation in this program is subject to available funds.

Agenda Item #7.2.

The Rehab 2 Rental Program is consistent with Elevate Las Cruces Action CP-7.3.1 by establishing a rental rehabilitation program to support rental property owners to make health and safety improvements to affordable units.

SUPPORT INFORMATION:

[ATTACHMENT "A" EXECUTED AGREEMENT](#)

PLAN(S):

2021-2025 Consolidated Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution authorizing the participation in the Rehab 2 Rental Program.
2. Vote "No"; this will deny the Resolution, and the city would not participate in the Rehab 2 Rental Program.
3. Vote to "Amend"; this could modify the Resolution, and Council will need to provide direction to City staff.
4. Vote to "Table"; this could delay approval of the Resolution.

RESOLUTION 26-133

A RESOLUTION TO AUTHORIZE THE CITY'S PARTICIPATION IN HOUSING NEW MEXICO'S REHAB 2 RENTAL PROGRAM, A RENTAL REHABILITATION PROGRAM FUNDED THROUGH HOUSING NEW MEXICO.

The City Council is informed that:

WHEREAS, the City of Las Cruces recognizes there is a shortage of safe and affordable rental housing available to rental assistance voucher holders; and

WHEREAS, many of the affordable rentals available are in such a state of disrepair that they cannot pass minimum condition requirements; and

WHEREAS, Housing New Mexico has developed the Rehab 2 Rental (R2R) program to provide interest free forgivable loans to property owners in order to bring rental unit conditions up to Housing and Urban Development Administration (HUD) property standards as required by the rental assistance voucher system; and

WHEREAS, the City of Las Cruces has applied for, and been approved by Housing New Mexico, subject to funding availability, to receive and administer these funds; and

WHEREAS, the R2R Program provides up to \$25,000 per unit for repairs to individual units not to exceed \$75,000 per property owner who then agrees to rent the unit to voucher holders for a minimum of 5 years; and

WHEREAS, once rehabilitation has been completed, the renovated properties will be required to be rented to rental assistance voucher holders for a minimum of 5 years defined by a Land Use Restrictive Agreement (LURA) recorded at the Dona Ana County Clerks office; and

WHEREAS, in the event the property owner does not comply with the terms and conditions of the LURA, the prorated outstanding obligation must be paid back to the City of Las Cruces to use for affordable housing activities; and

WHEREAS, the R2R Program is consistent with Elevate Las Cruces Action CP-7.3.1 by establishing a rental rehabilitation program to support rental property owners to make health and safety improvements to affordable units.

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

(I)

THAT the Resolution authorizing the City's participation in the Rehab 2 Rental Program is hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

Rehab-2-Rental Performance Agreement

NEW MEXICO MORTGAGE FINANCE AUTHORITY (HOUSING NEW MEXICO)
 REHAB-2-RENTAL PROGRAM
 PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT (the "Agreement") is made effective as of 10/28/25, between the City of Las Cruces ("Service Provider," whose address is 700 N. Main, Las Cruces, NM, 88001) and New Mexico Mortgage Finance Authority (Housing New Mexico | MFA), a public body politic and corporate, separate and apart from but constituting a governmental instrumentality of the state of New Mexico (hereinafter "Housing New Mexico").

WHEREAS, Housing New Mexico entered into an Intergovernmental Services Agreement with the New Mexico Department of Finance and Administration ("DFA") under which DFA is retaining Housing New Mexico to provide its skill and expertise in landlord engagement programming to establish a landlord engagement program to assist DFA in increasing the housing stability for housing voucher holders by offering incentives to landlords, including guaranteed funding for damages and forgivable loans for modest home rehabilitation;

WHEREAS, the Intergovernmental Services Agreement designates \$656,000 to the Rehab-2-Rental program model;

WHEREAS, Housing New Mexico has developed the Rehab-2-Rental Program (the "Program") to help meet New Mexico's need for affordable housing units available to housing voucher holders. The Program will provide funding to rehabilitate units that are then rented to housing voucher holders;

WHEREAS, Housing New Mexico will work with approved Service Providers to administer the Program under applicable guidelines set forth in the *Rehab-2-Rental Program Manual Schedule A* ("Program Manual");

WHEREAS, Housing New Mexico will work with approved Service Providers to ensure Program objectives to provide funding for rehabilitation of properties that must be rented to housing voucher holders for no less than 60 months within a 72-month period;

WHEREAS, Housing New Mexico will be responsible for administering the Rehab-2-Rental Program for current and subsequent funding allocations which include but are not limited to fund management, reporting and monitoring of Rehab-2-Rental activities to ensure Program compliance;

WHEREAS, Service Provider has been approved to administer portions of Housing New Mexico's Rehab-2-Rental Program in compliance with Program Guidelines. Service Provider is authorized to submit individual project(s) seeking awards, under the Program Manual for approval by Housing New Mexico ("Project(s)") (s). Project(s) will meet Program objectives to rehabilitate units that are then rented to housing voucher holders;

WHEREAS, Service Provider has among its purposes specific activities related to providing affordable housing opportunities and community stabilization, for the benefit of Low- Moderate- and Middle-Income Persons or Households up to 150% area median income (AMI);

WHEREAS, Service Provider shall administer approved Projects in accordance with Program guidelines, rules, and regulations asset forth in the Program Manual (**Schedule A**) to include all provisions outlined in the schedules, exhibits, security instruments and provisions described in this Agreement. (collectively, the "Program Guidelines"); and

Agenda Item #7.2.

Rehab-2-Rental Performance Agreement

WHEREAS, the Service Provider represents and warrants that it has the necessary capacity for the implementation, administration, compliance, and delivery of the Program in accordance with the terms of this Agreement.

NOW THEREFORE, Housing New Mexico and Service Provider, wish to enter into this Agreement in order to ensure proper implementation, administration, compliance, and delivery of affordable housing Projects through the Rehab-2-Rental Program, agree to the following:

Article 1. Project Funds

- A. Source of Funding. Funding provided pursuant to this Agreement originates from the Intergovernmental Services Agreement between DFA and Housing New Mexico. Rehab-2-Rental Program Guidelines are subject to change from time to time based on allocation of additional funding sources, Program improvements, and expansion of Program activities.
- B. Maximum Award Amount. All awards will be subject to the availability of funds, applicable laws, funding source regulations, and Program Guidelines. Housing New Mexico will allocate only the minimum amount of funds that it determines to be necessary for the financial feasibility of a Project and its viability. Awards will be made to approved Service Providers under this Agreement on a Project-by-Project basis. The amount of the award(s) will be based on the total Project cost to complete the Project as described in the approved *Rehab-2-Rental Project Set-Up Form Schedule B*.

Project Funds to be disbursed under this Agreement shall not exceed the total Project cost for each individual Project, approved by Housing New Mexico pursuant to the Rehab-2-Rental Program Guidelines outlined in the Program Manual. The terms and conditions for each award will be based on the financing needs of each Project which shall remain within the funding source regulations and limitations.

- C. Disbursement Limitations. Except as otherwise provided herein, Project Funds are set to be disbursed on a reimbursement basis consistent with amounts set forth in **Paragraph B** of this **Article 1** of the Agreement. In limited circumstances Housing New Mexico may disburse Project Funds directly to a Service Provider contractor or subcontractor.
- D. Requests for Reimbursement. Service Provider may request Project Funds by using Housing New Mexico's *Request for Reimbursement Form Schedule C*. Funds will be disbursed on a Project-by-Project basis for expenses allowable under Rehab-2-Rental Program Guidelines. Disbursements must reflect only actual expenses. In the event of an overpayment through the reimbursement process, excess Project Funds must be immediately returned to Housing New Mexico.

Project Funding/Reimbursements. Payment shall be made upon Housing New Mexico's receipt from the Service Provider of actual expenditures for Verified Eligible Expenses (defined in **Article 2, Paragraph G**) allowable under Rehab-2-Rental Program Guidelines and the terms of this Agreement. Reimbursements will be made in accordance the scope of work approved for each Project(s).

- E. [omitted intentionally]
- F. Invoices. Service Provider shall submit detailed invoices (backup) along with each *Request for Reimbursement Form* to support the amount of the request. Failure to submit invoices for which payment is sought may result in a delay in processing of the reimbursement. Housing New Mexico requires a minimum of 7 business days to process an invoice.

Agenda Item #7.2.

Rehab-2-Rental Performance Agreement

- G. No Dual Application of Costs. The Service Provider certifies that any costs claimed pursuant to this Agreement will not be allocable to or included as a cost of any other Service Provider operated Project, contract, or activity not approved by Housing New Mexico in advance in writing.
- H. Prohibition of Substitution of Funds. Any Project Funds or other amounts received by the Service Provider under this Agreement may not be used by the Service Provider to replace other amounts made available or designated by state or local governments through appropriations for use for the purposes of the Project.
- I. Request for Reimbursement Forms. Service Provider will complete *Request for Reimbursement Form* to include the designated staff who will prepare and submit the Request for Reimbursement Forms. The amount of each request must be limited to the amount supported by all applicable backup documentation. Final Request for Reimbursement must be submitted by the Service Provider to Housing New Mexico no later than thirty (30) days after the rehabilitation completion, along with the *Project Close Out Form Schedule D*.

Article 2. Scope of Work

Upon the effective date of this Agreement, a Service Provider can complete and submit individual Project *Rehab-2-Rental Project Set-Up Form(s)* with all required information and supporting documents via email to the Housing New Mexico staff person administering the Rehab-2-Rental Program. All terms not defined hereunder shall have the meaning given in the Program Manual.

- A. Coordination with Housing Voucher Administrators. Service Providers that do not administer a housing voucher program shall partner with a housing voucher administrator to ensure that rehabilitated properties are leased to a housing voucher holder.
- B. Landlord Outreach and Engagement. The Service Provider shall engage landlords to participate in the Rehab-2-Rental Program and educate landlords on the Program Guidelines.
- C. Project Set-Up. The Service Provider shall complete *Rehab-2-Rental Project Set-Up Form(s)* for approval to Housing New Mexico, which includes;
 - a. Rehabilitation Scope of Work Development and Title Search
 - b. Contractor Bid and Information
 - c. Executed Financial Responsibility Agreement
 - d. Executed and recorded Forgivable Loan and Restrictive Covenants Agreement
- D. Rehabilitation. The Service Provider shall oversee and monitor the rehabilitation to ensure that the scope of work is fulfilled and the rehabilitation results in a unit that is ready to be rented to a housing voucher holder.
- E. Project Close Out. The Service Provider shall complete *Project Close Out Form* to determine that the Project is complete.
- F. Long-Term Monitoring. Service Providers shall be responsible for monitoring compliance with the Forgivable Loan and Restrictive Covenants Agreement. The purpose of monitoring and reporting compliance is to ensure that the units are rented and remain rented to housing voucher holders.

Agenda Item #7.2.

Rehab-2-Rental Performance Agreement

- G. Use of Project Funds. Service Provider agrees that Project Funds will be used solely to pay for “verified eligible costs” (defined below) related to the Project. Verified Eligible Costs are reasonable and customary costs that are directly attributable and traceable to approved Rehab-2-Rental Projects including rehabilitation costs and Project administration fees as outlined in the Program Manual.
- H. Beneficiaries of Project Funds. Project Funds must be used for properties that will be rented to housing voucher holders, as defined in the Program Manual.
- I. Compliance. The development, implementation, administration, compliance, and delivery of the Project(s) submitted under this Agreement shall be consistent with Rehab-2-Rental Program Guidelines.
- J. Timely Expenditure of Project Funds. All Project Funds awarded to the Service Provider under this Agreement shall be obligated and expended in accordance with the Project timeline for each approved Project.
- K. Project Funds. Project Funds are awarded to each Project in the amount necessary to ensure the Project’s completion as requested by Service Provider in each Program application. Service Provider will receive a Project administration fee of up to 20% of Project Funds for direct rehabilitation costs.
- L. Other Requirements. The Service Provider shall comply with and conduct each activity in compliance with all applicable state and federal laws and the Rehab-2-Rental Program Guidelines.
- M. Loss, Destruction or Damage to Property. In the event that the Service Provider is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damages to any property which has been rehabilitated with Project Funds, the Service Provider shall use the proceeds to repair, renovate, or replace the property involved or shall credit such proceeds against the cost of the work, or shall otherwise reimburse Housing New Mexico as directed by Housing New Mexico.
- N. Authority. Service Provider shall provide Housing New Mexico a certified resolution of Service Provider authorizing the signer to execute this Agreement and all other Program documents.
- O. Accounting System. Service Provider has a functioning accounting system that is operated in accordance with generally accepted accounting principles or has designated an entity that will maintain such an accounting system consistent with generally accepted accounting principles.
- P. Third-Party Code of Conduct. Service Provider will at all times comply with Housing New Mexico’s Third-Party Code of Conduct, which can be found at https://housingnm.org/uploads/documents/Third_Party_Code_of_Conduct.pdf.

Article 3. Term of Agreement

- A. Effective Date. This Agreement shall become effective on 10/28/25 for a one-year (1) term with an option for three (3) additional one-year renewals, subject to sufficient appropriations, which shall be determined in the sole and absolute discretion of Housing New Mexico, or the date on which Service Provider has fulfilled all of its obligations, unless terminated pursuant to **Article 4** of this Agreement. Thereafter, Housing New Mexico shall have no obligation to provide Project Funds to the Service Provider.

Article 4. Termination

Rehab-2-Rental Performance Agreement

- A. Termination for Convenience. Housing New Mexico may terminate this Agreement for convenience, upon fifteen (15) days written notice to Service Provider. In the event of termination for convenience, Service Provider shall be reimbursed for all Verified Eligible Costs incurred up to the effective date of the termination.
- B. Termination for Default. In addition to other remedies Housing New Mexico may have, Housing New Mexico may terminate or suspend this Agreement, in whole or in part, if the Service Provider materially fails to comply with any term of this Agreement and fails to cure such breach, within the cure period set forth in subsection **Article 5**. In the event Housing New Mexico brings an action or proceeding for the declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default hereof, or any other legal action arising out of this Agreement, or the transactions contemplated hereby, or in the event Service Provider is in default of its obligations pursuant hereto, Housing New Mexico shall be entitled to reasonable attorney's fees and costs.

If Service Provider is in breach under any provision of this Agreement and fails to cure such breach, Housing New Mexico, following the notice and cure period set forth in **Article 5**, Housing New Mexico may terminate this entire Agreement or any part of this Agreement. Service Provider shall continue performance of this Agreement to the extent not terminated, if any.

1) Obligations and Rights

To the extent specified in any termination notice, Service Provider shall not incur further obligations or render further performance past the Effective Date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Service Provider shall complete and deliver to Housing New Mexico all work not cancelled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of Housing New Mexico, Service Provider shall assign to Housing New Mexico all of Service Provider's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Service Provider shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Service Provider but in which Housing New Mexico has an interest. At Housing New Mexico's request, Service Provider shall return materials owned by Housing New Mexico in Service Provider's possession at the time of any termination. Service Provider shall deliver all completed work product and all work product that was in the process of completion to Housing New Mexico at Housing New Mexico's request.

2) Payments

Notwithstanding anything to the contrary, Housing New Mexico shall only pay Service Provider for accepted work received as of the date of termination.

3) Damages and Withholding

Notwithstanding any other remedial action by Housing New Mexico, Service Provider shall remain liable to Housing New Mexico for any damages sustained by Housing New Mexico in connection with any breach by Service Provider, and Housing New Mexico may withhold payment to Service Provider for the purpose of mitigating Housing New Mexico's damages until such time as the exact amount of damages due to Housing New Mexico from Service Provider is determined. Housing New Mexico may withhold any amount that may be due Service Provider as Housing New Mexico deems necessary to protect Housing New Mexico against loss including, without limitation, loss as a result of outstanding liens.

- C. Delivery of Project Funds. In the event of termination of this Agreement, the Service Provider deliver to Housing New Mexico within 30 days of termination, originals of all documents regarding Project Funds, all accounts receivable and all contracts, records, files and other instruments and documents related to the Projects, whether or not any Project Funds have been expended with respect to such Project.

Article 5. Breach/Remedies

- A. Notice and Cure. In the event of a Breach of this Agreement, the aggrieved party shall give written notice of Breach of Agreement to the other party, explaining the action to be taken and the reasons therefore, including any violations, deficiencies, or areas of non-compliance that must be corrected. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, Housing New Mexico may exercise any of the remedies described in **Articles 4 and 5** of this Agreement, provided that for disputes related to curable breaches, Housing New Mexico shall, endeavor to resolve the dispute through the dispute resolution process described in **Article 26** of this Agreement. If a Land Use Restriction Agreement ("LURA") is recorded, failure to comply with the Terms of the LURA, if not cured within 30 days after delivery of written notice shall constitute an "Event of Default" under the LURA and Housing New Mexico shall be entitled to specifically enforce the LURA. Notwithstanding any provision of this Agreement to the contrary, Housing New Mexico, in its discretion, need not provide notice or a cure period and or follow the dispute resolution process described in **Article 26** and may immediately terminate this Agreement, in whole or in part, or institute any other remedy in this Agreement in order to protect Project Funds or the public interest of the state of New Mexico.
- B. Housing New Mexico Remedies. If Service Provider or any of its subcontractors fails to comply with the terms of this Agreement, Housing New Mexico may exercise all its remedies under **Articles 4 and 5** of this Agreement, and any other remedies that may be available at law or in equity, in its discretion, concurrently or consecutively, including but not limited to:
- 1) Withhold Project Funds. Housing New Mexico may temporarily withhold reimbursements pending correction of the deficiency by the Service Provider.
 - 2) Disallow Costs. Housing New Mexico may disallow all or part of any cost of the Project that is not in compliance with this Agreement.
 - 3) Reduction/Withdrawal of Project Funds. Housing New Mexico may reduce or withdraw any Project Funds committed under this Agreement.
 - 4) Mandatory Repayment of Funds. Require the Service Provider to repay Project Funds expended under this Agreement within 60 days after written demand from Housing New Mexico.
 - 5) Legal Proceedings. If the Service Provider refuses or fails, as determined by Housing New Mexico, to satisfactorily correct any compliance deficiencies or violations, Housing New Mexico may require repayment of Project Funds expended on the Project for which Service Provider has failed to correct such deficiencies or violations and Housing New Mexico may initiate legal proceedings against Service Provider for recovery of Project Funds and, where appropriate, damages, and/or foreclosure proceedings against the Property and Projects developed, acquired, or acquired and rehabilitated using Project Funds under this Agreement.
 - 6) Specific Performance. If an Event of Default has occurred and continues uncured beyond the end of the cure period, Housing New Mexico may compel specific performance of the LURA, if a LURA has been recorded.

Agenda Item #7.2.

Rehab-2-Rental Performance Agreement

- 7) Debarment and Suspension from Future Participation. Housing New Mexico may bar the Service Provider from future participation in the Program and other affordable housing Projects which Housing New Mexico manages or controls.
- 8) Indemnity. Service Provider accepts full responsibility and liability for Projects awarded and funded under the Rehab-2-Rental Program Guidelines

Approved Projects, as described in **Article 2** of this Agreement, and for the proper obligation and expenditure of Project Funds under this Agreement and shall defend, hold harmless and indemnify Housing New Mexico, and the state of New Mexico against any and all claims or liabilities, including attorneys' fees and costs of litigation, arising out of Service Provider's performance of or failure to perform Rehab-2-Rental activities or arising out of the Project developed under approved Project provisions for which Project Funds have been expended.

- C. Service Provider Remedies. If Housing New Mexico is in breach of any provision of this Agreement and does not cure such breach, Service Provider, following the notice and cure period described in this Article, and completion of the dispute resolution process described in **Article 26** of this Agreement shall have all remedies available to it at law and in equity.

Article 6. Security Instrument / Resale.

- A. Security Instruments / Affordability Period. Awards will be secured by a Financial Responsibility Agreement and *Forgivable Loan* and Restrictive Covenants Agreement (collectively "Security Instruments") **Schedule E** recorded against the subject property for the amount of the award. The recording of the security instruments will be required for all awards to secure Housing New Mexico disbursement for rehabilitation, and eligible costs for the completion of the Project.

Article 7. Records and Audit

- A. Required Records. The Service Provider will maintain adequate financial accounting, Project, and Project records for no less than seven (7) years after the expiration date or termination date of the Agreement, whichever is later, including records required by Housing New Mexico to permit Housing New Mexico to fulfill its obligations under the Rehab-2-Rental Program Guidelines.
- B. Inspection. The Service Provider and any approved subcontractor shall maintain all Project records in accordance with the Program Guidelines. These records shall be subject to inspection by Housing New Mexico, Auditors, and by members of the public as required by the Program Guidelines, Housing New Mexico's Request to Inspect Documents Policy, or state law.
- C. Right to Review Payment Requests. Housing New Mexico shall have the right to audit Requests for Reimbursement and all disbursements before and after payment to the Service Provider. Payment under this Agreement shall not negate Housing New Mexico's rights to recover excessive or illegal payments or payments made for ineligible activities. The Service Provider and any approved subcontractor shall maintain strict accountability of all Project Funds disbursed to them.
- D. Annual Audit. Per state procurement requirements, all entities receiving federal or state funding from Housing New Mexico must provide an annual independent financial audit or audited financial statements. Any agency, as such term is defined in Section 12-6-2 NMSA 1978, is encouraged to request multiple year proposals for no more

Agenda Item #7.2.

Rehab-2-Rental Performance Agreement

than eight years, for audit and AUP services, provided however, that the term of the contract for audit services shall be for one year, as required by the State Auditor pursuant to 2023 Audit Rule (2.2.2 NMAC – March 28, 2023). All other entities must procure no more than every eight years as outlined in N.M. Admin. Code Section 2.2.2.8 G(1)(b).

Article 8. Headings Not Controlling

Headings for Articles of this Agreement are for reference purposes only and shall not be deemed a part of the Agreement.

Article 9. Right to Data

- A. **Use of Information.** Housing New Mexico and persons authorized by Housing New Mexico may duplicate, use, and disclose for approved purposes, data delivered or furnished by the Service Provider to Housing New Mexico under this Agreement.
- B. **Irrevocable License.** The Service Provider hereby grants to Housing New Mexico and persons authorized by Housing New Mexico a royalty-free, non-exclusive and irrevocable license to publish, translate, reproduce, deliver, perform and dispose of all data or inventions now or hereafter covered by copyright or patent, provided however, that with respect to data not originated in the performance of this Agreement, such license shall be granted only to the extent that the Service Provider has the right to grant such license without becoming liable to pay compensation to others because of such grant.
- C. **Privacy and Confidentiality.** The Service Provider shall exert all reasonable effort to advise Housing New Mexico at the time of delivery of data furnished under this Agreement, of all invasions of the right of privacy contained therein, and of all portions of such data copied from work not composed or produced in the performance of this Agreement and not licensed under this Agreement. The Service Provider shall indemnify and hold Housing New Mexico harmless from and against any loss, cost, liability, or expense arising out of the violation or alleged violation of any patent, copyright, trade secret or other property right of any third party.

Article 10. Subcontracting

- A. **Subcontracting Prohibited without Written Approval.** The Service Provider shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of Housing New Mexico. If approved by Housing New Mexico, the Service Provider shall be solely responsible for the performance of any subcontractor under such subcontract(s). Use of a subcontractor shall not relieve Service Provider of any obligation under this Agreement for any reason, including but not limited to a subcontractor's bankruptcy, insolvency, or other inability to perform the services required under any subcontract.
- B. **Subcontracting Contract Requirements.** To the extent, Housing New Mexico approves a Service Provider subcontracting any portion of the services to be performed under this Agreement, the Service Provider shall require that all subcontractors and recipients of Project Funds shall make the certifications and disclosures required under **Articles 16 Conflict of Interest** and **18 Interest of Members of Local Governing Bodies**.

Article 11. Assignment

The Service Provider shall not assign or transfer any rights, duties, obligations, or interest in or to the proceeds of this Agreement without the prior written approval of Housing New Mexico. If approved, any assignee will be subject to all

Agenda Item #7.2.

Rehab-2-Rental Performance Agreement

terms, conditions, and provisions of this Agreement. No such approval by Housing New Mexico of any assignment shall obligate Housing New Mexico for payment of amounts in excess of the Project Funds.

Article 12. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations or authorizations being made by the Legislature of the state of New Mexico for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement shall be subject to termination or amendment. Termination will go into effect by Housing New Mexico sending written notice to the Service Provider. Housing New Mexico's decision as to whether sufficient appropriations or authorizations exist shall be accepted by the Service Provider and shall be final and binding. To the extent that the Legislature of New Mexico may modify the amount of appropriation available for the performance of this Agreement, Housing New Mexico shall have the right to amend the Scope of Work, in its discretion.

Article 13. Release

- A. **Release of Authority.** Upon final payment of the amounts due under this Agreement, the Service Provider shall release Housing New Mexico, its officers and employees from all liabilities and obligations whatsoever under or arising from this Agreement.
- B. **Continuing Liability of Service Provider.** Payment to the Service Provider by Housing New Mexico shall not constitute final release of the Service Provider. Should audit or inspection of the Service Provider's records subsequently reveal outstanding Service Provider liabilities or obligations, the Service Provider will remain liable to Housing New Mexico for such obligations. Any payments by Housing New Mexico to the Service Provider will be subject to any appropriate recoupment by Housing New Mexico.

Article 14. Amendment

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

Article 15. Scope of Agreement

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

Article 16. Conflict of Interest

The Service Provider warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement, and further warrants that signing of this Agreement will not be creating a violation of the Governmental Conduct Act, Section 10-16-1 NMSA 1978 et seq. The Service Provider shall further abide by any conflict-of-interest laws as set forth in applicable

Article 17. State Prohibitions

No local, state, or federal employee or official shall be permitted to obtain any benefit that may arise from this Agreement. Pursuant to Sections 13-1-191, 30-24-1 et seq., and 30-41-1 through 30-41-3 NMSA 1978, the receipt or solicitation of bribes, gratuities and kickbacks is strictly prohibited. Should Housing New Mexico determine that the Service Provider has

Agenda Item #7.2.

Rehab-2-Rental Performance Agreement

violated any of these provisions, Housing New Mexico may terminate this Agreement, in addition to pursuing any other applicable penalties. Service Provider shall comply with Housing New Mexico's Third-Party Code of Conduct which can be found at <https://housingnm.org/rfps/rfps-rfq>

Article 18. Interest of Members of the Local Governing Bodies

No member, officer or employee of the Service Provider, no member of the governing bodies in the jurisdiction in which the Service Provider operates and no other public official of such locality or localities who exercises any function or responsibilities with respect to any Project for which Project Funds are provided under this Agreement, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any proceeds or benefits arising from such Project or the Project Funds allocated thereto.

Article 19. Confidentiality

Confidential information, as defined in state or federal law, code, rules, or otherwise applicable by professional codes of conduct or ethics, regarding recipients, services, or providers, provided to, or developed by the Service Provider, shall not be made available to any individual or organization by the Service Provider without the prior written approval of Housing New Mexico. The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of Housing New Mexico's or Service Provider's responsibilities with respect to services rendered hereunder is prohibited, except on written consent of the client, their attorney or their responsible parent or guardian. The Service Provider agrees to ensure the confidentiality of the name of any individual assisted under this Agreement and any other information regarding the individuals receiving assistance through Project Funds.

***Parties agree confidentiality obligations of City of Las Cruces are limited by disclosure requirement, such as, but not limited to, the Inspection of Public Records Act.

- A. Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$2,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations (if applicable)
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Damage to Rented Premises (if applicable)
\$ 5,000	Medical Payments

Workers' Compensation Insurance. Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the state of New Mexico.

Article 20. Insurance

The Service Provider shall procure and maintain at its expense until final payment by Housing New Mexico for services covered by this Agreement or until termination of the contract whichever is later, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the state of New Mexico, covering all operations under this Agreement, whether performed by the Service Provider or its agents. Before commencing the services, and on the renewal of all coverages, the Service Provider shall furnish to Housing New Mexico a certificate or certificates in form satisfactory to Housing New Mexico showing that it has complied with this Article. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than workers'

***Parties agree City of Las Cruces is self-insured and will not obtain insurance for this purpose.

Agenda Item #7.2.

Rehab-2-Rental Performance Agreement

compensation, Housing New Mexico shall be named an additional insured. Kinds and amounts of insurance required are as follows:

- B. Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$2,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations (if applicable)
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Damage to Rented Premises (if applicable)
\$ 5,000	Medical Payments

Workers' Compensation Insurance. Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the state of New Mexico.

Article 21. Licensing/Permits

The Service Provider shall obtain and maintain at all times during the term of this Agreement any and all licenses which are required by the city, county, state, or otherwise, for the operation of its business and the performance of any services provided hereunder. The Service Provider shall furnish Housing New Mexico with a copy of any such licenses at the time of contract execution. Service Provider agrees to obtain and maintain all necessary permits for intended improvements or activities for the Project(s) and for the operation of the Project.

Article 22. Nonprofit Registration

If Service Provider is a nonprofit organization, as a condition of entering into this Agreement and of the payment of Project Funds under this Agreement, Service Provider must register with the Registry of Charitable Organizations of the Office of the New Mexico Attorney General and keep such registry current during the term of this Agreement, all as required under the Charitable Solicitations Act, Section 57-22-1 NMSA 1978 et. seq., and the New Mexico Attorney General's Office. On no less than an annual basis, Service Provider shall provide to Housing New Mexico proof of its continuing registration.

Article 23. Status of Service Provider

- A. Independent Service Provider. The Service Provider, its agents and employees are not employees of Housing New Mexico or the state of New Mexico. The Service Provider and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of Housing New Mexico or the state of New Mexico.
- B. Service Provider Shall Not Bind Housing New Mexico. Service Provider shall not purport to bind Housing New Mexico, its officers, or employees nor the state of New Mexico to any obligation not expressly authorized herein.

Article 24. Applicable Law

This Agreement shall be governed by the laws of the state of New Mexico. The Service Provider consents to the jurisdiction of the Courts of the state of New Mexico. If any term or provision of this Agreement shall be found to be illegal or

Agenda Item #7.2.

Rehab-2-Rental Performance Agreement

unenforceable then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed to have no effect.

Article 25. Notices

All notices required to be given to Housing New Mexico under this Agreement shall be sent to Housing New Mexico's Program Manager or designee:

Rehab-2-Renta; Program Manager
Housing New Mexico
7425 Jefferson St NE
Albuquerque, NM 87109
Phone: (505) 767-2277 or toll-free statewide (800) 444-6880
E-mail: srosales@housingnm.org
TTY/Voice: 711, or if no answer
1-800-659-8331 (English) OR 1-800-327-1857 (Spanish)

All notices required to be given to the Service Provider under this Agreement shall be sent to:

Name: Gaby Prats
Title: Grants Manager
Agency Address: 700 N Main St.
City, State, Zip: Las Cruces, NM 88001
Contact Email: grant@lascruces.gov

A notice shall be deemed duly given upon delivery, if delivered by hand, or three days after posting, if sent by first class mail, with proper postage affixed. The parties may change the contact information shown in this **Article 25** by sending written notification to the other party. A change of contact information shall be effective upon delivery. By signing this Agreement Service Provider agrees to accept and be bound by notices addressed to the individual first shown above, or if Service Provider updates the individual to whom notices are to be sent, by such successor.

Article 26. Disputes

A. Order of Precedence for Clarification. In the event of a dispute under this Agreement, the applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

- 1) Agreement Amendments, in reverse chronological order, followed by;
- 2) The Agreement, including all Exhibits appended thereto, followed by;
- 3) The Service Provider's Program Application, followed by; and
- 4) The NOFA, including attachments thereto and written responses to questions and written clarifications.

B. Dispute Process. The Dispute Process for curable breaches of this Agreement is as follows:

Note: The following procedural outline is provided by Housing New Mexico to inform Service Providers and approved subcontractors of the general procedural steps that Housing New Mexico may make available to resolve a dispute between Housing New Mexico staff and a Service Provider or approved subcontractor related to curable breaches of this Agreement; however, the process outlined below does not constitute a contractual obligation to which Housing New Mexico must adhere and does not create a right that any subcontractor or Service Provider may claim. Strict adherence to the procedural steps outlined below is not guaranteed and shall be dependent upon the availability of Housing New Mexico staff identified as decision makers in the process. Nothing in this **Article 26** shall prevent Housing New Mexico from availing itself of any remedy available under **Articles 4 and 5** of this Agreement, and in particular where Housing New Mexico determines in its sole discretion that a remedial action is necessary to protect Project Funds, or the public interest.

- 1) All efforts should first be made to resolve the dispute through discussion between the Project Manager and the Service Provider that is party to the dispute. Should efforts at achieving a resolution fail, an initial written notice of the dispute including all relevant references and proposed provisions for relief should be provided by either the Project Manager or Service Provider, within 30 days of the activities or incidents underlying the dispute, to Housing New Mexico's Senior Director of Policy and Planning. The Dispute Notice must be furnished at the same time to the other party to the dispute.
- 2) The other party to the dispute will provide a written response to the initiating party and Senior Director of Policy and Planning within ten (10) working days from receipt of the Dispute Notice.
- 3) The Senior Director of Policy and Planning may request supplemental information from either party to the dispute, or other parties related to the administration of this Agreement within ten (10) working days from the receipt of the response to the Dispute Notice.
- 4) The Project Manager and the Service Provider will provide the requested supplemental information to the Senior Director of Policy and Planning within five working days of the Senior Director of Policy and Planning's request for supplemental information.
- 5) The Senior Director of Policy and Planning will provide a written resolution of the dispute to the parties within fifteen (15) working days of the receipt of all information.

Agenda Item #7.2.

Rehab-2-Rental Performance Agreement

- 6) Should either party be dissatisfied with the Senior Director of Policy and Planning's written resolution, the parties may make a final appeal to a committee comprised of Housing New Mexico's Executive Director, Chief Financial Officer, Chief Housing Officer, and Chief Lending Officer (the "Appeals Committee"), within five (5) days of receipt of the Chief Housing Officer's written resolution. The Appeals Committee will thereafter request and receive all information on the dispute that is in the possession of the Senior Director of Policy and Planning. The Appeals Committee will provide a final written resolution of the dispute to the parties within fifteen (15) working days of receipt of all information.
- C. Service Provider Performance Pending Final Determination. Pending final determination of any dispute hereunder, the Service Provider shall proceed diligently with the performance of the Agreement and in accordance with the Agreement.
- D. Waiver/Grounds for Termination. The Service Provider's failure to follow the procedure set out above shall be deemed a waiver of any claim which the Service Provider might have had. Failure of Service Provider to timely respond to a notice of dispute initiated by Housing New Mexico's Project Manager shall be grounds for termination of this Agreement.

Article 27. Statutes, Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

Article 28. Schedules

The following Schedules to this Agreement are made a part hereof whether physically attached hereto or executed separately by the parties hereto and described as Schedules by reference to this Agreement. Schedules are required to be completed by Service Provider and emailed to Rehab-2-Rental Program Manual for each Project application.

- Schedule A Rehab-2-Rental Program Manual
- Schedule B Rehab-2-Rental Project Set-Up Form
- Schedule C Request for Reimbursement Form
- Schedule D Rehab-2-Rental Project Close Out Form
- Schedule E Financial Responsibility Agreement and Forgivable Loan and Restrictive Covenants Agreement

Agenda Item #7.2.

Rehab-2-Rental Performance Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature.

MORTGAGE FINANCE AUTHORITY (HOUSING NEW MEXICO)

By: Robyn Powell

Robyn Powell
Its: Senior Director of Policy and Planning

Date: 10/28/25

«CITY OF LAS CRUCES»

By: 

Its: CITY MANAGER

Date: 10/24/25.

City of Las Cruces- Signed Rehab 2 Rental Agreement

Final Audit Report

2025-10-28

Created:	2025-10-28
By:	Sharlynn Rosales (srosales@housingnm.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmQ40k7XVEnvdzOli82_pvG6PLOWrWzA7

"City of Las Cruces- Signed Rehab 2 Rental Agreement" History

-  Document created by Sharlynn Rosales (srosales@housingnm.org)
2025-10-28 - 5:06:31 PM GMT
-  Document emailed to Robyn Powell (rpowell@housingnm.org) for signature
2025-10-28 - 5:06:38 PM GMT
-  Email viewed by Robyn Powell (rpowell@housingnm.org)
2025-10-28 - 9:59:23 PM GMT
-  Document e-signed by Robyn Powell (rpowell@housingnm.org)
Signature Date: 2025-10-28 - 9:59:36 PM GMT - Time Source: server
-  Agreement completed.
2025-10-28 - 9:59:36 PM GMT



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: April 20, 2026
Drafter:	Natalie Green
	Department: City Manager's Office
Title:	A RESOLUTION TO APPROVE A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND ANTHONY AND SYLVIA SMITH FOR THE PURCHASE OF A .979 ACRE PARCEL OF LAND LOCATED AT 911 W. AMADOR FOR THE PURCHASE PRICE OF SEVEN HUNDRED TWENTY THOUSAND DOLLARS (\$720,000) IN ACCORDANCE WITH PROVISIONS OF LCMC 1997, SECTION 2-1312.

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

PURPOSE(S) OF ACTION:
To approve purchase of real property by the City of Las Cruces

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
This Resolution authorizes the City to accept grant funds and purchase a tract of land located at 911 W. Amador (the Property) from Anthony and Sylvia Smith. The property is improved with a metal 8,484 square foot light industrial building which is included in the purchase. The property is legally described as Lot 5A, Amador Tracts, Replat No. 5. The negotiated purchase is \$720,000. Funding for this acquisition is being provided by the State of New Mexico.

In accordance with City and State regulations, the property was appraised by two local appraisers in March 2026. One appraiser concluded a value of \$840,000 while the other appraiser valued the property at \$680,000. Summaries of both appraisals are shown on Attachment "A".

The closing for the sale of the Property shall occur on a mutually agreeable date after the adoption of the proposed Resolution authorizing the City's acquisition and completion of the City's due diligence. The proposed Resolution, if approved, will authorize the City Manager to sign the Purchase Agreement and any other required documents to purchase the property on the City's behalf.

SUPPORT INFORMATION:
[ATTACHMENT A- APPRAISAL SUMMARIES](#)

PLAN(S):
City Council Strategic Plan, 2021-2025 Consolidated Plan, Elevate Las Cruces

DOES THIS AMEND THE BUDGET?:
☒ Yes
☐ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: \$850,000 **AVAILABLE AMOUNT:** \$850,000 **EXPENDITURE AMOUNT:**
\$720,000

Funding Source(s):

20430021-801000-26039 Funds are proposed to come from State of NM grant funds

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

Vote "Yes"; this will approve the Resolution and authorize the property purchase at 911 W. Amador for the amount of \$720,000 plus closing costs.

Vote "No"; this will not approve the Resolution nor the property purchase of 911 W. Amador and the owner will retain ownership of the property. The City would revert grant funds back to the State of New Mexico.

Vote "Amend"; this could modify the Resolution and would need further direction from Council to staff.

Vote "Table"; this will postpone consideration of the Resolution and would need further direction from Council to staff.

REFERENCE INFORMATION:

Resolution No. 23-021

RESOLUTION 26-134

A RESOLUTION TO APPROVE A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND ANTHONY AND SYLVIA SMITH FOR THE PURCHASE OF A .979 ACRE PARCEL OF LAND LOCATED AT 911 W. AMADOR FOR THE PURCHASE PRICE OF SEVEN HUNDRED TWENTY THOUSAND DOLLARS (\$720,000) IN ACCORDANCE WITH PROVISIONS OF LCMC 1997, SECTION 2-1312.

The City Council is informed that:

WHEREAS, this Resolution authorizes the City to purchase a parcel of land located at 911 W. Amador (the Property) from Anthony and Sylvia Smith; and

WHEREAS, the property is legally described as Lot 5A, Amador Tracts, Replat No. 5; and

WHEREAS, the negotiated purchase price is \$720,000; and

WHEREAS, the property was appraised by two local appraisers in March 2026; and

WHEREAS, one appraiser concluded a value of \$840,000 while the other appraiser valued the property at \$680,000 and summaries of both appraisals are shown on Attachment "A"; and

WHEREAS, the closing for the sale of the Property shall occur on a mutually agreeable date after the adoption of the proposed Resolution authorizing the City's acquisition and completion of the City's due diligence; and

WHEREAS, the proposed Resolution, if approved, will authorize the City Manager to sign the Purchase Agreement and any other required documents to purchase the property on the City's behalf.

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

(I)

THAT the City Manager is authorized to execute the agreement and any other documents mutually agreed upon and necessary to finalize the purchase on behalf of the City.

(II)

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

DONE AND APPROVED this day of

APPROVED

Mayor

ATTEST:

City Clerk

Moved by:

Seconded by:

AYES

NAYS

MORRIS APPRAISAL SERVICES, INC.

SPECIALIZING IN RURAL, FARM AND RANCH PROPERTIES

LEE MORRIS
State Certified – New Mexico
General Certificate #02932
Federal Tax ID #26-

PO Box 1119.
LAS CRUCES, NEW MEXICO 88004
(575) / 636-2003

March 17, 2026

City of Las Cruces
Natalie Green
Housing and Neighborhood Revitalization
PO Box 20000
Las Cruces NM 88004

Dear Ms. Green

In accordance with your request, I have made an appraisal of the property identified as 911 W. Amador. Doña Ana County parcel ID#'s; R02224598. A commercial building on single tract of land with a total of 42,662 SF+/- in the west central part of Las Cruces. This appraisal is completed "AS-IS".

While making this appraisal, I made a detailed inspection of the subject property and gathered data on the sales of the comparable properties. The specific use of this data is more fully shown in the body of this report of which this letter is a part.

Therefore, by reason of my research of the current market, and by virtue of my experience, I have formed the opinion that the market value of the fee simple interest in the property identified as 911 W Amador. as of date of this report was, **\$680,000.00**

SIX HUNDRED EIGHTY THOUSAND DOLLARS.

911 W. Amador
CLC

February 4, 2026

Ms. Natalie Green
City of Las Cruces
Housing and Neighborhood
Revitalization Administrator
700 N. Main St.
Las Cruces, NM 88001

Dear Ms Green:

Per your request and in accordance with the regulations, of the City of Las Cruces, I have conducted the investigations and analyses necessary to form an opinion of the estimated market value of the property located at 911 W. Amador, Las Cruces, New Mexico, for which I have prepared and hereby submit this appraisal report.

This report is intended for use in estimating market value, it is not intended for any other use. Also, it is intended for use only by the City of Las Cruces. Use of this report by others is not intended by the Appraiser.

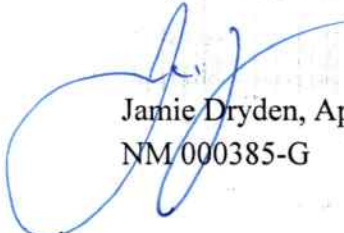
Submitted in its entirety, this report contains a total of 52 pages of narrative plus 9 pages of exhibits.

Having considered all facts and analyses in this report, together with other relevant data compiled in the course of its preparation, I have concluded that as of January 28, 2026, the estimated market value of the subject was:

EIGHT HUNDRED FORTY THOUSAND DOLLARS

\$840,000

Respectfully,



Jamie Dryden, Appraiser
NM 000385-G

Agenda Item #7.3.

I invite your attention to the data, analysis, and conclusions that follow. I appreciate this opportunity to perform this work for you and the City of Las Cruces.

Respectfully submitted

A handwritten signature in blue ink, appearing to read "Lee Morris, MNAA.", is written on a light blue background.

Lee Morris, MNAA
NM General Certificate #02932

911 W. Amador
CLC



City Council Action and Executive Summary

3111; Council
Bill 26-019

Type of Action:
☐ Resolution
☒ Ordinance
☐ TIDD Resolution

District:	☐ 1	☐ 2	☐ 3	☒ 4	☐ 5	☐ 6	☐ N/A
1st Reading:	April 20, 2026			Adopted:		May 4, 2026	
Drafter:	Isaac Holguin			Department:		Economic Development	
Title:	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 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.						

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

PURPOSE(S) OF ACTION:
Approve the sale of a City real estate property.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
Among the City of Las Cruces' strategic plan priorities is the continued attraction and support of business development at the Las Cruces Innovation and Industrial Park (LCIIP). A key recommendation identified in the LCIIP Master Plan, adopted through resolution 22-010, is the development of speculative industrial space due to the limited availability of existing buildings for lease or purchase.

This Ordinance, if approved, authorizes the sale of approximately 15.30 acres of municipal land located at 300 Rea Boulevard within LCIIP to CLS Development Partners, LLC for Five Hundred Seventy-Three Thousand Seven Hundred Ninety-Two Dollars (\$573,792.00). The property is legally described as Lot A-1 of the West Mesa Industrial Park No.26 Replat No.1.

The proposed project represents a significant private investment in LCIIP and supports the City's economic development strategy by increasing the inventory of industrial facilities available to businesses seeking to locate or expand in Las Cruces. CLS Development Partners, LLC intends to develop the 15.30 acre site with approximately 150,000 square feet of speculative warehouse space designed to accommodate future industrial or logistics tenants.

Consistent with City policy, two independent appraisals were completed to determine the fair market value of the property. The first appraisal, completed in January 2026 by a local appraiser, valued the property at \$617,585.00. The second appraisal, completed in February 2026 by a separate appraisal firm, valued the property at \$530,000.00. The negotiated purchase price of \$573,792.00 reflects the a value between the two appraisals and represents the fair market value of the property.

The Ordinance has been prepared in accordance with LCMC 1997, Section 2-1312. The timeframe for the land sale will occur on a mutual agreeable date that is 45 days after adoption, and within 30 days of the end of the

Agenda Item #9.1.

Inspection Period. This Ordinance has been published prior to the adoption and will be published at least once after its adoption.

SUPPORT INFORMATION:

[Exhibit "A"-Purchase Agreement](#)

[Attachment "A"- Appraisal Summaries](#)

[Attachment "B"-Plat Map](#)

[Attachment "C"- Aerial Vicinity Map](#)

PLAN(S):

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

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:

AVAILABLE AMOUNT:

EXPENDITURE AMOUNT:

Funding Source(s):

Sale Proceeds to be split 50/50 between:

Fund 2013 Org 2013 Object 599900 and

Fund 1030 Org 1030 Object 599900

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Ordinance and Real Estate Purchase Agreement to sell 15.30 acres of land in the Las Cruces Innovation and Industrial Park to CLS Development Partners, LLC for Five Hundred Seventy-Three Thousand Seven Hundred Ninety-Two Dollars (573,792.00).

2. Vote "No"; this will not approve the Ordinance and Real Estate Purchase Agreement, and the City will retain ownership of the land.

3. Vote to "Amend"; this will modify the terms of the Agreement based on the direction from Council.

4. Vote to "Table"; this will postpone the Ordinance and Council will need to direct staff.

REFERENCE INFORMATION:

Municipal Code Section 13-207 (2)g

ORDINANCE 3111; COUNCIL BILL 26-019

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 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.

The City Council is informed that:

WHEREAS, an interest of purchase offer was received from CLS Development Partners, LLC for 15.30 acres of municipal land in the Las Cruces Innovation and Industrial Park; and

WHEREAS, the City desires to sell one parcel encompassing 15.30 acres in size to CLS Development Partners, LLC for development; and

WHEREAS, the properties were appraised by two local appraisers in January and February 2026; and

WHEREAS, one appraiser concluded a value of \$617,575 while the other appraiser valued the property at \$530,000 and summaries of both appraisals are shown on Attachment "A"; and

WHEREAS, the negotiated purchase price is \$573,792; and

WHEREAS, the closing date for the sale of the property will not occur until forty-five (45) days after the adoption of the Ordinance and would occur no later than thirty (30) days after the end of the Inspection Period.

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

(I)

THAT the Real Estate Purchase Agreement between the City and CLS Development Partners, LLC, as shown in Exhibit "A", attached hereto and made part of this Ordinance, is hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (“Agreement”) is entered into as of the “Effective Date” herein by and between the **City of Las Cruces**, a New Mexico municipal corporation (the “City”) and **CLS Development Partners**, a Delaware limited liability company (“Buyer”), each of which is a “Party” to this Agreement and collectively are the “Parties” to it.

RECITALS

- A.** The City is the owner of the real property more particularly described in Exhibit A attached hereto and incorporated herein, and all improvements thereon, collectively constituting the “Property” under this Agreement.
- B.** The City desires to sell the Property to Buyer.
- C.** Buyer desires to purchase the Property from the City on the terms and conditions herein.

NOW THEREFORE, for valuable consideration the sufficiency of which is acknowledged, the City and Buyer agree as follows:

TERMS AND CONDITIONS

- 1. Purchase Price.** The purchase price for the Property is \$37,502.75 per acre, for a total purchase price of \$573,792.00 in cash or certified funds, payable as follows:

\$28,689.00 as an earnest money deposit (the “Earnest Money”) which Buyer shall deposit, in an interest-bearing account with interest credited to Buyer as further Earnest Money, with TCNM, LLC d/b/a Las Cruces Abstract and Title Company (the “Title Company”) (Attn: Jessica Spires, jessica@lcat.net) within five (5) calendar days after the Execution Date; and

\$545,103.00, less interest accrued on the Earnest Money, in cash or certified funds at “Closing,” as defined herein.

- 2. Authorizations.** Pursuant to New Mexico law, NMSA 1978, Section 3-54-1, this Agreement shall be approved by the Las Cruces City Council (the “Council”) adopting a resolution authorizing the City’s sale of the Property on the terms of this Agreement (the “Resolution”), or in the event that a referendum election is held, if a majority of votes approves the sale.

- 3. Appraisals.** In accordance with Las Cruces Municipal Code, Section 2-1313, appraisals were obtained by the City. No further appraisals shall be necessary.

4. Inspection Period.

A. The “Inspection Period” shall commence on the Effective Date and shall end ninety (90) calendar days after the Effective Date. During the Inspection Period, Buyer shall have the right to review all information regarding the Property provided by the City. In addition, during the Inspection Period, Buyer may perform such other inspections and review such other information as reasonably desired by it. Such inspections, unless otherwise specified in this Agreement, shall be at Buyer’s sole expense but with the City’s full cooperation. Such inspections and review may include, but are not limited to, physical inspection of the Property, environmental inspection of the Property, soil inspection, and review of governmental approvals and permits related to the Property’s zoning, subdivision, title, and survey. The designated agents of Buyer may inspect the Property and conduct tests deemed necessary by Buyer at its expense, provided, however, that any damage to the Property caused by Buyer through its inspection or testing will be promptly repaired at Buyer’s reasonable expense if this Agreement is terminated before Closing or the City exercises its repurchase right described herein.

B. Buyer may extend the Inspection Period for up to two (2) additional periods of thirty (30) calendar days each by (i) delivering to the City and the Title Company written notice of Purchaser’s election to extend the Inspection Period then in effect, prior to the expiration of the Inspection Period, and (ii) depositing with Title Company the sum of \$10,000.00 (the “Extension Fee”), within five (5) business days of expiration of the Inspection Period then in effect. The Extension Fee will be held in an interest-bearing account separate from the Earnest Money and will be delivered to the City (with accrued interest) as compensation for any extension separate from and additional to the purchase price. If Buyer elects to terminate the Agreement for reason that it is not approved by the City Council or pursuant to a referendum election, or according to the provisions concerning a “Force Majeure” condition herein, then the Extension Fees will be refunded to Buyer, but in all other cases any Extension Fee will be non-refundable to Buyer and treated as a time-off-market fee.

5. Closing. The “Closing” for the sale of the Property shall occur on a mutually agreeable date within thirty (30) calendar days after the later of (i) the end of the Inspection Period, including any duly granted extensions, or (ii) expiration of the time period set forth in NMSA 1978, Section 3-54-1, allowing for a petition for referendum election, or, if a petition is properly filed and certified by the municipal clerk, after the referendum election has occurred and its results are certified as approving the sale.

6. Costs and Fees.

A. The Parties shall each pay their own closing costs based on what is standard in the market. Each party will pay its own attorney's fees, if any, in the preparation and execution of this Agreement, excepting in pursuit of remedies for breach. Buyer will be responsible for the cost of any new survey it desires. Except as otherwise provided in this Agreement, legal costs incurred in the preparation of this Agreement and all other agreements, permissions, and authorizations pertaining to this transaction shall not be part of the closing costs.

B. Applicable real property taxes shall be prorated through the date of Closing based on the latest tax information available to the Title Company. Buyer shall pay all special assessments, standby charges, prorated charges, and other similar charges and assessments existing at the time of Closing.

C. All Parties acknowledge and agree that Preston Williams of NAI 1st Valley is a licensed real estate broker in the State of New Mexico and represents Buyer in this transaction. The Parties further agree that he is the only broker involved in this transaction and shall be compensated by the City pursuant to City of Las Cruces Resolution 02-125.

D. Buyer will be responsible for any additions and personal projects on the Property from the date of Closing and thereafter.

7. **Compliance with Statutes and Code.** Each of the Parties has complied or will comply with the requirements of the statutes of the State of New Mexico and the Las Cruces Municipal Code. Buyer has or will obtain the authority to buy the Property from the City.

8. **Representations and Warranties.**

A. Buyer, at its sole expense, but with the City's full cooperation, may elect to obtain all necessary and appropriate approvals by the City's Community Development Department or other department or by any applicable agency or office of the State of New Mexico prior to Closing. The City's cooperation in this regard shall include signing its consent as owner of the Property to applications for approvals from governing authorities and utility service providers in connection with Buyer's efforts to obtain approvals.

B. The City will provide certain representations and warranties including the following:

i. the City shall disclose any existing right or option to acquire the Property or any portion of or interest in the Property;

ii. the City agrees to complete an owner disclosure form for Buyer to complete a Phase I Environmental Site Assessment as part of its due diligence

inclusive of the City's duty to ascertain the facts any environmental condition of the Property relevant to this agreement, and as further part of its due diligence, the City certifies that to its knowledge there is no violation of any current laws or ongoing remediation of the Property; and

iii. the City is authorized to enter into this Agreement and shall be authorized at the time the Resolution becomes effective to consummate the Closing.

C. Buyer acknowledges that it is a sophisticated real estate buyer who shall have had, as of the date of Closing, open access to, and sufficient time to review, all information, documents, studies, and tests relating to the Property that Buyer elects to conduct. Buyer covenants and warrants to the City that Buyer shall rely solely on Buyer's own due diligence investigation in determining whether to purchase the Property, acknowledging that Buyer must rely on the City to provide due diligence materials within the City's special knowledge or control.

i. The City will provide to Buyer, and in forms acceptable to Buyer, a title commitment (including exception documents) and current Form T-1 Owner's Policy of Title Insurance with deletion of the standard printed exceptions issued by Title Company. However, the City shall not be required to cause any exceptions related to survey matters to be deleted in the event that Buyer elects not to procure a new survey.

ii. The City will transfer property via Special Warranty Deed, conveying the Property to Buyer, in fee simple, which Deed shall also state that it is "subject to all covenants, conditions, restrictions and easements of record," and expressly including the provisions of the City's right to repurchase provided herein. The Property shall be delivered free of any monetary liens and encumbrances other than taxes and assessments not yet due and payable.

9. Default and Remedy.

A. If the Parties cannot perform this Agreement because the Council does not adopt the Resolution within one hundred and twenty (120) calendar days of the Effective Date, or because a referendum election is held and its certified results disapprove the sale, then the Parties may, at their option, (i) seek to modify or alter this agreement as they deem appropriate to resubmit it to the Council, or (ii) terminate this Agreement, in which event the Earnest Money and any Extension Fee shall be refunded to Buyer. Except for a refund of the Earnest Money and any Extension Fee as provided by this Subsection, no right of action belonging to Buyer shall accrue as a result of the Council, for any reason, not passing

a resolution adopting the Resolution in original or modified form, or as a result of a referendum election being sought, held, or its results disapproving a sale.

B. Except as otherwise provided in Subsection A of this Section and elsewhere in this Agreement, any claim of material breach of this Agreement by either Party shall require the Party claiming breach to provide written notice describing the claimed breach in reasonable detail. After receipt, the notified Party shall have fifteen (15) calendar days to provide a written response (i) disputing the claim of breach, (ii) giving notice of cure of the breach, or (iii) describing a planned cure and reasonable timeline for completion of the cure, if the nature of the breach requires more time for cure than remains for the notified Party's response. No right to enforce this Agreement shall accrue to any Party claiming material breach pursuant to this Subsection except after the Party receiving notice of a claim of material breach has been given opportunity to cure in accordance with this Subsection, unless the notified Party waives its rights pursuant to this Subsection or repudiates an obligation to cure.

C. The Parties acknowledge that a material breach of this Agreement preventing the transactions contemplated herein cannot by their nature be reasonably measured in monetary terms. Therefore, except as otherwise provided in this Agreement, the Parties agree that the Earnest Money set forth in this Agreement shall be liquidated damages in full to either Party for a claim of breach by the other it may claim caused or contributed to such breach, for any default that either Party may claim caused or contributed to such breach, and for any claim of damages resulting from either.

D. The remedies at law authorized by this Section shall be cumulative and additional to any remedies in equity by law provided or permitted unless such equitable remedies should materially conflict with or supersede a request for damages.

E. The Parties acknowledge and agree that they do not intend by any provision of this Agreement to confer any right, remedy, or benefit upon any third party, and no third party shall be entitled to enforce or otherwise shall acquire any right, remedy, or benefit by reason of any provision of this Agreement.

F. No waiver by any Party of a breach of this Agreement or of any warranty or representation hereunder shall be construed to be a continuing waiver, nor shall such waiver be deemed to be a waiver of any other breach by the other Party, whether preceding or succeeding or of the same or a similar nature. No acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by the other Party, whether or not the first Party knows of such breach at the time it accepts such payment or performance. Except as otherwise provided herein, no failure or delay by a Party to

exercise any right it may have by reason of the default of the other Party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be so in default.

10. **Hold Harmless.** Except as otherwise provided in this Agreement, neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement and the transactions contemplated by this Agreement. Any liability incurred by the City in connection with this Agreement or the transactions contemplated by this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act and other law.

11. **Risk of Loss.** In the event of a "Material Change, as defined herein," Buyer shall have no obligation to complete its acquisition of the Property, unless such Material Change has been approved in writing by Buyer. For purposes of this Agreement, "Material Change" shall mean a material change in the status of a use, occupancy, tenancy, financial condition or physical condition of the Property prior to Closing, but shall not include (i) any "Force Majeure" condition, as defined herein, which does not materially affect the physical condition of the Property, or (ii) a change in status resulting from an act or omission by Buyer in the course of its performance and transactions, whether required or at Buyer's option, under this Agreement. All risk of loss or damage to the Property will pass from the City to Buyer at Closing. In the event of a Material Change, Buyer may, without liability, refuse to accept the conveyance of title and this Agreement shall be null and void in its entirety and the Earnest Money and accrued interest, in its entirety, shall be promptly returned to Buyer. Possession of the Property will be released to Buyer at Closing.

12. **Right to Repurchase.**

A. It is the City's intent in the sale of municipal property to encourage development and economic growth. If Buyer does not develop the Property or any portion thereof to the City's satisfaction, as determined by the City in its sole discretion, within a three (3) year period commencing with the date of Closing, the City shall have the right to repurchase the Property at any time during the subsequent three (3) years.

B. The City may exercise its repurchase right by providing ninety (90) calendar days' written notice to Buyer. The City may provide notice to Buyer at any time during the three (3) years in which it may exercise its right, regardless of whether the notice period of ninety (90) calendar days would extend after the end of the said three (3) years.

C. The repurchase price for the Property, or any portion thereof that remains undeveloped to the City's satisfaction, shall be \$37,502.75 per acre, less \$5,000.00 to account for costs associated with subdividing any undeveloped portion of the Property as

applicable, plus reimbursement for any real property taxes unpaid by Buyer or its tenant (if any) relating to the Property.

D. Buyer hereby warrants that, from the Closing date through the end of the three (3) year period in which the City may exercise its repurchase right, Buyer shall not offer the Property or any portion of or interest in the Property as collateral to secure any debt, right, or obligation, except for the purpose of obtaining a temporary or permanent loan for the construction of improvements to the Property. Buyer's violation of this provision shall automatically entitle the City to damages in the amount of the repurchase price for the entire Property, or to reversion to the City of title to the Property, at the City's election.

E. Additionally and alternatively, should a lien or mortgage be placed on the Property at any time from the Closing date through the end of the three (3) year period in which the City may exercise its repurchase right, all monies paid by the City for repurchase shall first be paid to any lienholder or mortgagee to secure a partial or full release of any lien or mortgage. If the repurchase price is insufficient to secure a release of all such claims of lien or mortgage, then Buyer will pay the difference to release such claims equal to their claimed value, regardless of any conflicting opinion of their actual value, to ensure that the City has clear and unencumbered title to the Property.

F. Repurchase or reversion under the terms of this Section shall pass title to the City of all affected improvements and personal property, provided that the City may at its election require Buyer, at its reasonable expense, to remove any such improvements and personal property and/or return the Property to its condition prior to Closing.

G. The provisions of this Section shall be specifically enforceable.

13. Force Majeure. Neither Buyer nor the City shall be required to perform any obligation under this Agreement or be liable to the other for damages so long as performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused, or prevented by a "Force Majeure" condition that is reasonably unforeseeable to the Party claiming the condition at the time of its occurrence. For purposes of this section, "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of nature, unusual transportation delays, or wars, insurrections, acts of terrorism, pandemics, or any governmental authority taken in response to a pandemic. All time periods, including the Closing date, shall be extended up to ten (10) days after the Force Majeure condition no longer prevents performance, provided, however, that if such Force Majeure condition continues to prevent performance for more than thirty (30) days beyond the agreed Closing date or the total time allowed for a Closing date under this Agreement, then either Party may terminate this

Agreement by delivering written notice to the other, and any Earnest Money (with interest) and Extension Fee (with interest) shall be refunded to Buyer.

14. Termination and Survival. This Agreement shall terminate on the date of Closing, unless either Party terminates the Agreement before that date per the provisions of this Agreement. Any right, duty, or obligation of this Agreement which by its natural operation should reasonably be expected to survive the termination of this Agreement shall so survive, either according to the express terms of this Agreement, or if no terms control the survival, to the maximum extent permitted by law.

15. Notice. Any notice which a Party is required or desires to give the other shall be in writing and may be sent by personal delivery, by certified mail (return receipt requested), by generally recognized overnight courier (proof of delivery required), or by email (read receipt requested), addressed according to the information set forth below in this Section, or to any other address requested by either Party for itself.

As to the City:	City of Las Cruces Attn: City Manager 700 North Main Street Las Cruces, New Mexico 88001 citymanager@lascruces.gov
with a copy to:	Legal Department Attn: City Attorney 700 North Main Street Las Cruces, New Mexico 88001 cityattorney@lascruces.gov Economic Development Department Attn: Director of Economic Development 700 North Main Street Las Cruces, New Mexico 88001 econdev@lascruces.gov
As to Buyer:	CLS Development Partners Attn: Leon Oloya 16115 Summit Mist Ct. Houston, TX 77044 Telephone: 713-299-5217 Email: loloya@candortechncial.com

Service consistent with this Section shall be deemed effective on the day of actual delivery (whether accepted, refused, or unsuccessful), as shown by affidavit if by personal delivery, by the addressee's return receipt if by certified mail, by confirmation of the courier if by courier, or by the addressee's read receipt if by email.

16. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. Neither Party may assign this Agreement or the duties hereunder with the express written consent of the other Party, which consent shall not be unreasonably withheld.

17. Severability. If any provision or portion of this Agreement is found to be illegal, invalid, or unenforceable under present laws, the provision or portion shall be given an interpretation preserving its original intent with maximum permissible force, and in all cases the remainder of this Agreement shall not be affected.

18. Governing Law and Venue. This Agreement shall be governed by the laws of the State of New Mexico, without regard to any rules or principles of conflicts of laws. Any proceeding to enforce, modify, or terminate or relying upon this Agreement shall be commenced and maintained exclusively in the Third Judicial District of Dona Ana County, New Mexico, and each of the Parties waives any right it may have to a different venue.

19. Construction. Each Party acknowledges and agrees that (i) it has had the opportunity to receive independent legal advice from attorneys of its choice with respect to the advisability of making and executing this Agreement and the documents in connection herewith or has waived its right to do so; (ii) this Agreement is the product of negotiations between the Parties; and (iii) this Agreement shall not be deemed prepared or drafted by any one Party or be interpreted in favor of against any one Party. In the event of any dispute between the Parties concerning this Agreement, the Parties agree that any ambiguity in the language of this Agreement is to not to be resolved against the City or Buyer but shall be given a reasonable interpretation in accordance with the plain meaning of the terms of this Agreement, local usage and custom of the jurisdictions in which the Property is situated, and the intent of the Parties as manifested by this Agreement.

20. Further Instruments. Each Party will, whenever and as often as it shall be requested to do so by the other, cause to be executed, acknowledged, or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting Party, in order to carry out the intent and purpose of this Agreement.

21. Drafts. In no event shall any draft of this Agreement create any obligations or liabilities, it being intended that only a fully executed copy of this Agreement will bind the Parties.

22. Entire Agreement. This Agreement, together with the exhibit(s) hereto, constitutes the entire Agreement between the Parties with respect to the subject matter herein and supersedes any prior oral or written communications, representations, understandings, or agreements related to this Agreement.

23. Modifications. The terms of this Agreement may only be modified or amended by a writing signed by the authorized representatives of both Parties.

24. Counterparts. This Agreement may be executed in multiple counterparts that together shall constitute an effective whole. A facsimile or image (in “.pdf” or other commonly accepted electronic format) shall be an original for this purpose.

25. Effective Date. This Agreement shall be effective on the date (the “Effective Date”) of the last signature affixed below of the authorized representatives of the Parties.

[Signatures on following page]

Agenda Item #9.1.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below.

CITY OF LAS CRUCES, NEW MEXICO

APPROVED AS TO FORM

By: _____
Ikani Taumoepeau, City Manager

By: 
For Brad Douglas, City Attorney

Date: _____

Date: 4/10/26

CLS DEVELOPMENT PARTNERS, LLC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION

LOT A-1 OF THE WEST MESA INDUSTRIAL PARK NO. 26 REPLAT NO. 1, A SUMMARY SUBDIVISION OF LANDS WITHIN THE WEST MESA INDUSTRIAL PARK IN SECTIONS 34 AND 35, T.23S., R.1W., N.M.P.M. OF DONA ANA COUNTY, NEW MEXICO, AS THE SAME APPEAR ON THE OFFICIAL PLAT FILED IN PLAT RECORD 22, PAGE 413-414 IN THE OFFICE OF THE COUNTY CLERK OF DONA ANA COUNTY, NEW MEXICO.

Agenda Item #9.1.

APPRAISAL REPORT
28 Parcels of Varying Size Located in
The Las Cruces Innovation and Industrial Park
Las Cruces, New Mexico
PO#: 26204431



Prepared for:
Bill Hamm
Real Estate Manager
Economic Development Department
City of Las Cruces
Las Cruces, New Mexico 88001

Date of Value: January 9, 2026
Date of Report: January 12, 2026

MILLER APPRAISAL GROUP
Real Estate Appraisers and Consultants

Don Miller, MAI, SRA
State Certified General - New Mexico
New Mexico Certificate #397-G

PO Box 1042
Mesilla Park, NM 88047
(575)640-3500

January 12, 2026

City of Las Cruces
Economic Development Department
Real Estate Manager
Las Cruces, New Mexico 88001
Attn.: Bill Hamm

Re: Real Estate Appraisal
28 Parcels, Innovation and Industrial Park
Las Cruces, New Mexico
PO#: 26204431

Dear: Mr. Hamm:

At your request, I have completed an appraisal and am pleased to submit this appraisal report addendum on the above-referenced property for the purpose of estimating the “as is” individual market value for each of the subject parcels identified in the table presented on Pages 3 and 4. It is understood that the intended use of this report is to assist the City of Las Cruces, Economic Development Department, our client, with the valuation of the real estate for asset management and/or decision-making, which may include establishing an asking price or judging the acceptability of an offer to purchase. The effective date of this appraisal addendum is the date of my last on-site inspection, which was January 9, 2026.

This is an addendum to the prior appraisals and/or prior appraisal addenda having effective dates of March 28, 2023, January 9, 2024, September 21, 2024, and April 4, 2025, and is hereby attached to those reports by reference. As attached by reference, this report addendum, along with the previous reports, represents an Appraisal Report in compliance with the reporting requirements set forth in Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice (USPAP). The depth of discussion contained in this report addendum, attached to the original report by reference, is specific to the client’s needs for the intended use stated above. The appraiser is not responsible for unauthorized use of this report. Throughout the remainder of this document, “report,” “appraisal,” “report addendum,” and/or “appraisal addendum” will be synonymous with “appraisal” and/or “appraisal report.” Additional Contingent, Limiting, Special Instructions, Hypothetical Conditions, and/or Extraordinary Assumptions affecting this report can be found starting on page 5.

This report addendum is prepared in accordance with the standards and reporting requirements of USPAP as promulgated by the Appraisal Standards Board of the Appraisal Foundation, the Appraisal Institute, and appropriate state laws, regulations, policies, and procedures. Furthermore, in accordance with the prior agreement between the client and the appraiser, this addendum complies with the minimum Scope of Work outlined in the engagement letter.

This report is prepared following my on-site inspection and an investigation of recent pertinent market information, primarily sales data for properties exhibiting legal, physical, locational, and economic characteristics judged to be similar to the subject.

Miller
Appraisal Group

“As Is” Market Value

After considering the merits of the data and information contained within our files and the application of conventional appraisal approaches, I estimate the “as is” individual Market Value for each of the 28 subject parcels, as of January 9, 2026, to be as presented in the following table:

City Property No.	Map Code	Street Location	Size (Ac.)	Value Indication per Acre	Final Value Estimate
I-1	3002138374410	S. Crawford Blvd.	88.18	\$9,810	\$865,046
I-2*	3002138187440	S. Crawford Blvd.	82.75*	\$9,810	\$811,778
I-3	3002138489311	S. Crawford Blvd. & Venture Dr.	10.26	\$39,000	\$400,140
I-4	3003138134441	Advancement Ave.	112.41	\$9,429	\$1,059,914
I-5	3003138403248	Robert Larson Blvd., Rea Blvd. & Advancement Ave.	92.51	\$10,519	\$973,113
I-6	3003138260224	Rea Blvd.	4.28	\$41,730	\$178,604
I-7	3003138171263	Rea Blvd. & Alliance Dr.	11.20	\$39,000	\$436,800
I-8	3003138175211	Industrial Park Ave., Rea Dr. & Alliance Dr.	11.20	\$39,000	\$436,800
I-9/10	These two parcels have been replatted as one parcel and is identified as parcel I-29 in this report				
I-11	3003138167061	Robert Larson Blvd. & Rea Blvd.	15.30	\$40,365	\$617,585
I-11A**	Part of 3003138167061	Robert Larson Blvd. & Rea Blvd	~8.24	\$40,365	\$332,608
I-11B**	Part of 3003138167061	Robert Larson Blvd. & Rea Blvd	~7.01	\$40,365	\$282,959
I-12	3003138075151	Alliance Dr.	7.14	\$39,000	\$278,460
I-13	3003138077110	Alliance Dr.	7.80	\$39,000	\$304,200
I-15	3003137293442	North Frontage Rd.	67.00	\$10,900	\$730,300
I-16	3003137408396	Armory Rd.	5.05	\$39,000	\$196,950
I-17	3003137162287	Easement off of N. Crawford Blvd.	90	\$8,884	\$799,560
I-18	3002137426366	N. Frontage Rd. Harry Burrel Blvd. & Rocket Dr.	28.86	\$9,701	\$279,971
I-19	3002137442277	Harry Burrel Blvd. & Rocket Dr.	3.36	\$36,075	\$121,212
I-20	3002137450234	Harry Burrel Blvd.	3.16	\$36,075	\$113,997
I-21	3002137418212	Harry Burrel Blvd.	3.00	\$36,075	\$108,225
I-22	3002137402243	Harry Burrel Blvd.	3.00	\$36,075	\$108,225
I-23	3002137391275	Harry Burrel Blvd. & Rocket Dr.	3.00	\$36,075	\$108,225
I-24	3002137345243	Rocket Dr.	17.65	\$28,275	\$499,054
I-25	3002137281253	Rocket Dr.	11.50	\$32,175	\$370,013

28 Parcels, LC Innovation and Industrial Park
Las Cruces, New Mexico

City Property No.	Map Code	Street Location	Size (Ac.)	Value Indication per Acre	Final Value Estimate (R)
I-26	3002137344329	N. Frontage Rd. Harry Burrel Blvd. & Rocket Dr.	111.26	\$8,448	\$939,924
I-27	3002137410487	Mountain Vista Parkway	44.73	\$10,900	\$487,557
I-28	3002138417065	Mountain Vista Parkway	48.78	\$10,900	\$531,702
I-29	3008138358134	Industrial Park Ave., Rea Dr. & Alliance Dr.	17.53	\$34,120	\$598,124

*Please see page 5 for a hypothetical condition.
**Please see page 5 for a hypothetical condition.

Retained in our files are field notes, drawings, maps, and work papers upon which, in part, my opinions were based. Please contact me if you have any questions or if I can be of further service. Thank you for this opportunity to be of service.

Thank you,

MILLER APPRAISAL GROUP



Donald E. Miller, MAI, SRA
Certified General Appraiser
Certificate No.: 397-G, NM

Appraisal Report

SEC ROBERT LARSON BOULEVARD & REA BOULEVARD

SEC Robert Larson Boulevard & Rea Boulevard
Las Cruces, New Mexico 88005

Prepared for: Candor Technical
Date of Report: February 15, 2026
CBRE File No.: CB26US001780-1

Date of Report: February 15, 2026

Mr. Yussly Mendoza
Chief Executive Officer
CANDOR TECHNICAL
1401 Lake Plaza Dr
Spring, Texas 77389

RE: Appraisal of: SEC Robert Larson Boulevard & Rea Boulevard
SEC Robert Larson Boulevard & Rea Boulevard
Las Cruces, Doña Ana County, New Mexico
CBRE File No.: CB26US001780-1

Dear Mr. Mendoza:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the referenced property. Our analysis is presented in the following Appraisal Report.

The subject property involves 15.30 acres of vacant land located at the Southeast Corner of Robert Larson Boulevard & Rea Boulevard in Las Cruces, Dona Ana County, New Mexico. The site is zoned LCIP, Las Cruces Innovation and Industrial Park. At the client’s request, this report consists of (2) land valuations, the “As-is” land value of the entire 15.30 net-acre parcel, and a hypothetical land value of a 8.40-acre portion of the larger site (under the hypothetical condition that the proportioned site area is split from the total subject site).

Based on the analysis contained in the following report, the market value of the subject is concluded as follows:

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is Market Value - 15.30-Acre Site	Fee Simple Estate	January 26, 2026	\$530,000
Hypothetical Market Value - 8.40-Acre Portion	Fee Simple Estate	January 26, 2026	\$320,000
Compiled by CBRE			

This Appraisal Report is subject to Hypothetical Conditions; please refer to the Executive Summary section of this report for further discussion and analysis.

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

Agenda Item #9.1.

CBRE Valuation & Advisory Services

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute. It also conforms to Title XI Regulations and the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) updated in 1994 and further updated by the Interagency Appraisal and Evaluation Guidelines promulgated in 2010.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



Susan Held, MAI
Title: VAS - Vice President
Phone: (520) 323-5164
Email: Susie.Held@cbre.com
License No. & State: REA-2025-0188 NM



Jo Dance, MAI, CCIM
Title: VAS - Managing Director
Phone: (602) 735-5686
Email: Jo.Dance@cbre.com
License No. & State: 03242-G NM

WEST MESA INDUSTRIAL PARK NO. 26 REPLAT NO. 1

A SUMMARY SUBDIVISION
OF LANDS WITHIN THE WEST MESA INDUSTRIAL PARK
IN SECTIONS 34 AND 35, T.23S., R.1W.,
N.M.P.M. OF THE U.S.G.L.O. SURVEYS
LAS CRUCES, DONA ANA COUNTY, NEW MEXICO

DEDICATION

THE TRACT OF LAND SHOWN HEREON IS TO BE KNOWN AS "WEST MESA INDUSTRIAL PARK NO. 26, REPLAT NO. 1".

ALL RIGHTS OF WAY, AND PUBLIC AREAS SHOWN HEREON ARE DEDICATED TO THE CITY OF LAS CRUCES. UTILITY EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF LAS CRUCES. ALL RULES AND REGULATIONS OF THE CITY OF LAS CRUCES AND SAID UTILITY COMPANIES WILL APPLY TO THESE EASEMENTS. ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENT THAT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON THIS PLAT IS ALLOWED.

THE SUBDIVISION HAS BEEN DEDICATED IN ACCORDANCE WITH THE WISHES OF THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN HEREON.

INSTRUMENT OF OWNERSHIP: SPECIAL WARRANTY DEED FILED MAY 31 1985 IN DEED RECORD 296, PAGE 378 AND SPECIAL WARRANTY DEED IN DEED RECORD 293, PAGE 160 DONA ANA COUNTY RECORDS.

We the undersigned owners hereby set our hands this 17th day of January, 2007-2008

Ken D. Miyagishima
MAYOR KEN-D. MIYAGISHIMA
CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, N.M. 88004

Esther Martinez
ATTEST: ESTHER MARTINEZ
CITY CLERK

State of New Mexico }
County of Dona Ana } ss

The foregoing instrument was acknowledged before me this 17th day of January, 2007 by William M. Matias City of Las Cruces, New Mexico. Ken D. Miyagishima

My commission expires: 8-21-2011

By: Carolyn J. Horner
(Notary Public) OFFICIAL SEAL
CAROLYN J. HORNER
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 8-21-2011

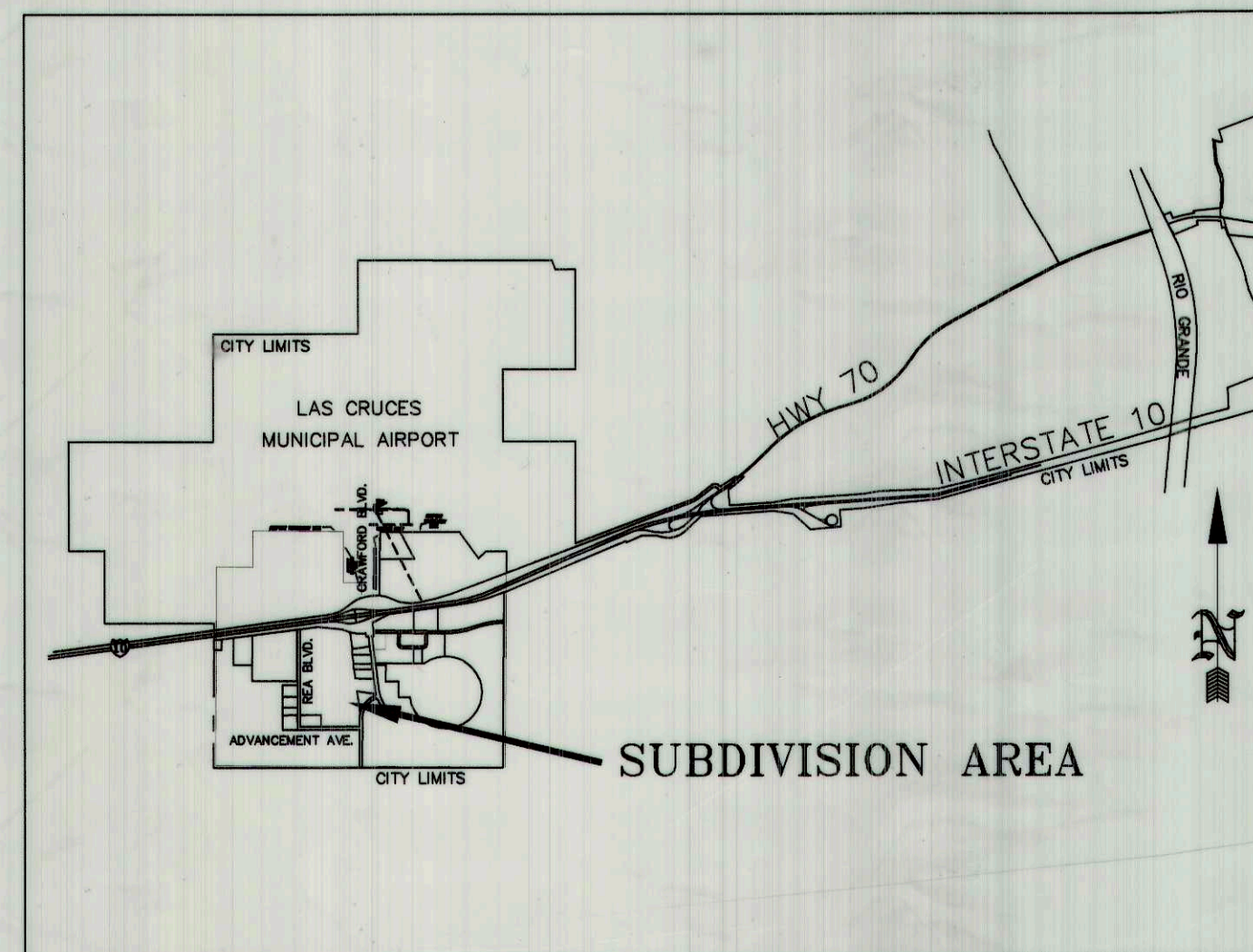
PLAT NO. 4690 RECEPTION NO. 02938

STATE OF NEW MEXICO)
COUNTY OF DONA ANA) ss

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THIS 30th DAY OF January, 2008 AT 10:23:31 O'CLOCK AND DULY RECORDED IN PLAT RECORD 22, PAGE(S) 413-414 AND FILED IN THE RECORDS OF THE COUNTY CLERK, DONA ANA COUNTY, NEW MEXICO.

Rita Torres
COUNTY CLERK

Angelica Valenzuela
DEPUTY COUNTY CLERK



VICINITY MAP

N.T.S.

THIS PLAT HAS BEEN APPROVED BY THE PUBLIC WORKS, UTILITIES, AND THE COMMUNITY DEVELOPMENT DEPT. OF THE CITY OF LAS CRUCES AND ALL THE REQUIREMENTS FOR APPROVAL IN THIS PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES; SUBJECT TO ANY & ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY FOR APPROVAL OF THIS PLAT.

Muello
DIRECTOR OF PUBLIC WORKS

1-04-08
DATE

Jose A. Geron
DIRECTOR OF UTILITIES

1/15/08
DATE

David Weir
DIRECTOR OF COMMUNITY DEVELOPMENT

12-19-07
DATE

I, GILBERT CHAVEZ, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR CERTIFY THAT I DIRECTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND LEGAL DESCRIPTION MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

Gilbert Chavez
GILBERT CHAVEZ
NMPS 6832

12/16/07
DATE

UTILITY APPROVAL

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO EL PASO ELECTRIC COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION OF (UNDERGROUND ONLY) (OVERHEAD ONLY) (UNDERGROUND AND/OR OVERHEAD) (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) ELECTRICAL UTILITIES.

BY: El Paso Electric Co. DATE: 12/17/07
12/28/08

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO QWEST TELEPHONE COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION OF (UNDERGROUND ONLY) (OVERHEAD ONLY) (UNDERGROUND AND/OR OVERHEAD) TELEPHONE UTILITIES.

BY: Qwest Communications, Inc. DATE: 12/14/07
1/28/2008

QWEST COMMUNICATIONS, INC. DISCLAIMER

This plat has been approved for easement purposes only. The signing of this plat does not in any way guarantee telephone service to the subdivision

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO COMCAST CABLEVISION OF NEW MEXICO, INC., ARE SATISFACTORY INSTALLATION OF (UNDERGROUND ONLY) (OVERHEAD ONLY) (UNDERGROUND AND/OR OVERHEAD) CABLE TELEVISION FACILITIES

BY: Comcast Cablevision of N.M. DATE: 12-14-07
1/29/08

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO RIO GRANDE GAS COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION OF (UNDERGROUND ONLY) (ABOVEGROUND ONLY) (UNDERGROUND AND/OR ABOVEGROUND) NATURAL GAS UTILITIES.

BY: Rio Grande Gas DATE: 1-30-08

LAS CRUCES PLANNING & ZONING COMMISSION APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE LAS CRUCES PLANNING AND ZONING COMMISSION. IT CONCURS WITH THE EXPANSION OF EXISTING UTILITIES AND THOROUGHFARES AND IS IN ACCORDANCE WITH GENERAL CITY PLANNING. APPROVED FOR FILING WITH THE COUNTY CLERK.

Nancy Binner 12/19/07
CHAIRMAN DATE
Debra Bul 12/19/07
SECRETARY DATE

PUBLIC WORKS DEPARTMENT CITY OF LAS CRUCES, NEW MEXICO				
PROJECT TITLE: WEST MESA INDUSTRIAL PARK NO. 26 REPLAT NO 1				
PROJECT NO. 07S046				
SCALE 1"=300'	DATE	REVISIONS		SHEET
SURVEYOR GILBERT CHAVEZ PLS	JUNE 2007			1
DRAWN BY JOHN RIVERA	JUNE 2007	Oct. 2007		OF 2
CHECKED BY				

T23S R1W SEC 34 & 35

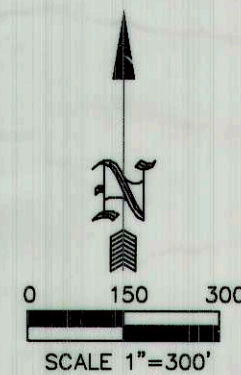
413

WEST MESA INDUSTRIAL PARK NO. 26 REPLAT NO. 1

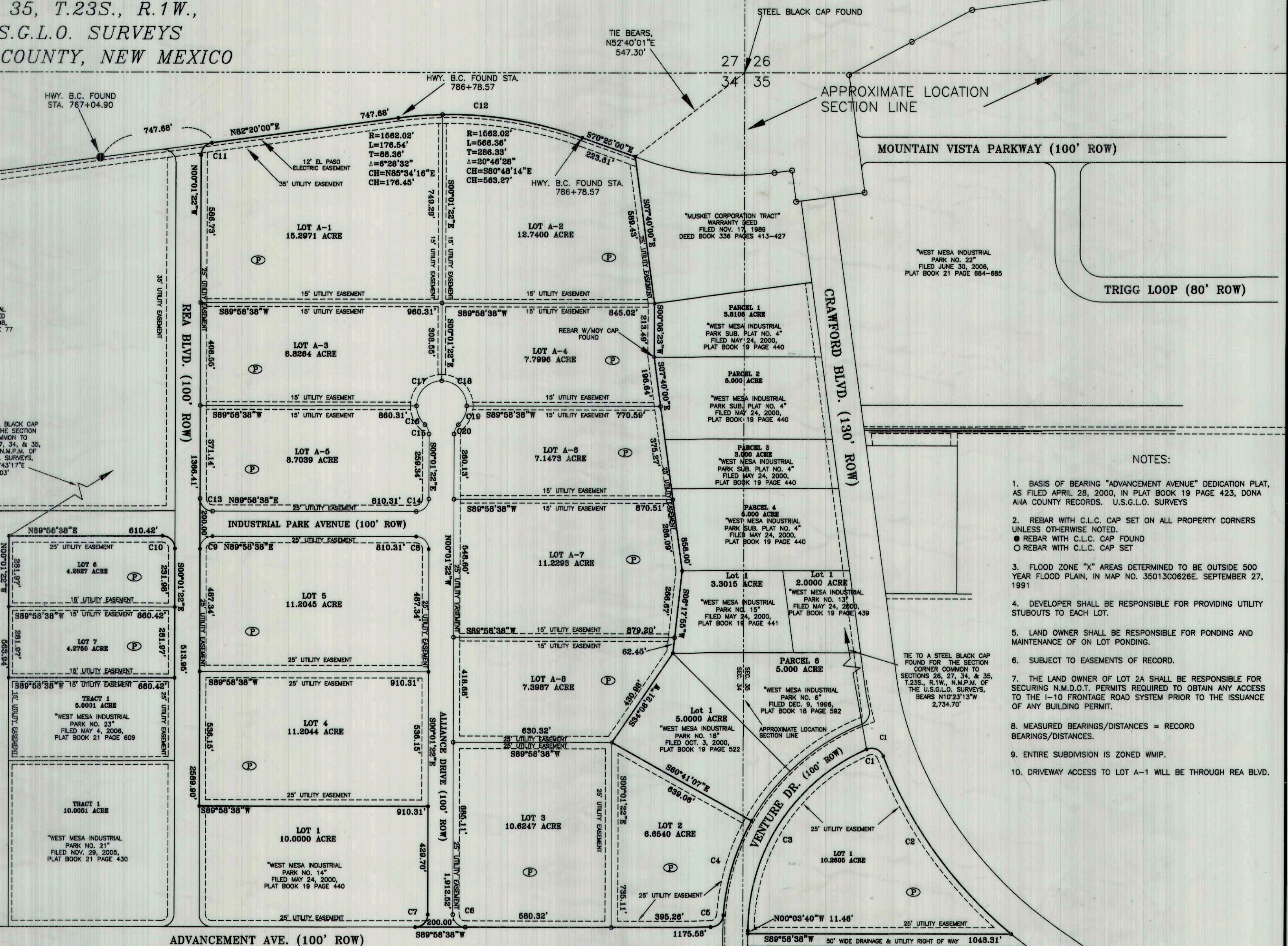
A SUMMARY SUBDIVISION
OF LANDS WITHIN THE WEST MESA INDUSTRIAL PARK
IN SECTIONS 34 AND 35, T.23S., R.1W.,
N.M.P.M. OF THE U.S.G.L.O. SURVEYS
LAS CRUCES, DONA ANA COUNTY, NEW MEXICO

INTERSTATE 10
N.M. PROJ. NO. I-010-2(30)130

INTERSTATE 10
N.M. PROJ. NO. I-010-2(30)130



CURVE	RADIUS	DELTA	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	50.00'	92°31'21"	80.74'	52.25'	S67°36'43"E	72.25'
C2	1706.19'	29°37'18"	882.09'	451.14'	S35°52'55"E	872.30'
C3	790.00'	66°11'07"	912.57'	514.85'	N33°01'55"E	862.67'
C4	890.00'	25°25'35"	394.96'	200.79'	S16°35'34"W	391.73'
C5	50.00'	86°05'52"	75.13'	46.71'	S46°55'42"W	68.26'
C6	50.00'	90°00'00"	78.54'	50.00'	N45°01'22"W	70.71'
C7	50.00'	89°59'56"	78.54'	50.00'	N44°58'38"E	70.71'
C8	50.00'	90°00'00"	78.54'	50.00'	S45°01'22"E	70.71'
C9	50.00'	90°00'00"	78.54'	50.00'	N44°58'38"E	70.71'
C10	50.00'	90°00'00"	78.54'	50.00'	S45°01'22"E	70.71'
C11	50.00'	82°21'21"	71.87'	43.74'	N41°09'19"E	65.84'
C12	1562.02'	27°15'00"	742.90'	378.61'	S84°02'30"E	735.92'
C13	50.00'	90°00'00"	78.54'	50.00'	N45°01'22"W	70.71'
C14	50.00'	90°00'00"	78.54'	50.00'	S44°58'38"W	70.71'
C15	50.00'	48°11'23"	42.05'	22.36'	S24°07'03"E	40.82'
C16	100.00'	48°11'23"	84.11'	44.72'	S24°07'03"E	81.65'
C17	100.00'	90°00'00"	157.08'	100.00'	S44°58'38"W	141.42'
C18	100.00'	90°00'00"	157.08'	100.00'	N45°01'22"W	141.42'
C19	100.00'	48°11'23"	84.11'	44.72'	N24°04'20"E	81.65'
C20	50.00'	48°11'23"	42.05'	22.36'	N24°04'20"E	40.82'



NOTES:

1. BASIS OF BEARING "ADVANCEMENT AVENUE" DEDICATION PLAT, AS FILED APRIL 28, 2000, IN PLAT BOOK 19 PAGE 423, DONA ANA COUNTY RECORDS. U.S.G.L.O. SURVEYS
2. REBAR WITH C.L.C. CAP SET ON ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
● REBAR WITH C.L.C. CAP FOUND
○ REBAR WITH C.L.C. CAP SET
3. FLOOD ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN, IN MAP NO. 35013C0626E. SEPTEMBER 27, 1991
4. DEVELOPER SHALL BE RESPONSIBLE FOR PROVIDING UTILITY STUBOUTS TO EACH LOT.
5. LAND OWNER SHALL BE RESPONSIBLE FOR PONDING AND MAINTENANCE OF ON LOT PONDING.
6. SUBJECT TO EASEMENTS OF RECORD.
7. THE LAND OWNER OF LOT 2A SHALL BE RESPONSIBLE FOR SECURING N.M.D.O.T. PERMITS REQUIRED TO OBTAIN ANY ACCESS TO THE I-10 FRONTAGE ROAD SYSTEM PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.
8. MEASURED BEARINGS/DISTANCES = RECORD BEARINGS/DISTANCES.
9. ENTIRE SUBDIVISION IS ZONED WMIP.
10. DRIVEWAY ACCESS TO LOT A-1 WILL BE THROUGH REA BLVD.

I, GILBERT CHAVEZ, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR CERTIFY THAT I DIRECTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND LEGAL DESCRIPTION MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

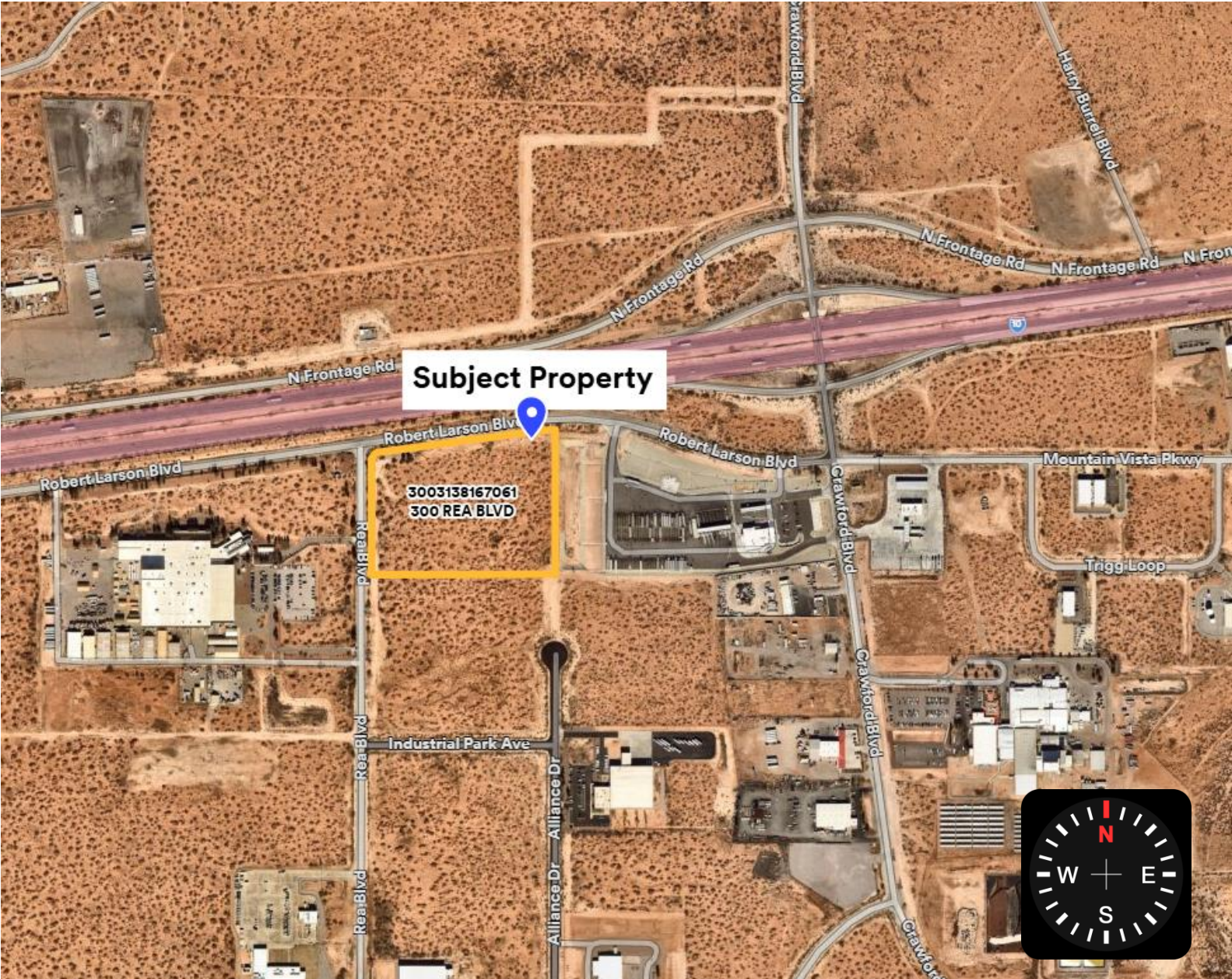
GILBERT CHAVEZ
NMPS 6832



PUBLIC WORKS DEPARTMENT CITY OF LAS CRUCES, NEW MEXICO	
PROJECT TITLE: WEST MESA INDUSTRIAL PARK NO. 26 REPLAT NO. 1	
PROJECT NO. 07S046	
SCALE 1" = 300'	DATE
SURVEYOR GILBERT CHAVEZ PS	JUNE 2007
DRAWN BY JOHN RIVERA	JUNE 2007
CHECKED BY	DATE
	Oct. 2007
	Jan. 24, 2008
SHEET 2	OF 2

T23S R1W SEC 34 & 35

Aerial Vicinity Map



300 Rea Blvd



City Council Action and Executive Summary

3112; Council
Bill 26-020

Type of Action:
☐ Resolution
☒ Ordinance
☐ TIDD Resolution

District:	☐ 1	☐ 2	☐ 3	☒ 4	☐ 5	☐ 6	☐ N/A
1st Reading:	April 20, 2026			Adopted:		May 4, 2026	
Drafter:	Jan Lauterbach			Department:		City Manager's Office	
Title:	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 CROSTOWN 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.						

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

PURPOSE(S) OF ACTION:
Approve ordinance for land donation for affordable housing.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces Nuisance Abatement team (NAT) was formed to identify vacant and abandoned blighted properties that posed safety risks to community residents with the goal of improving neighborhood safety and environment. The team worked with property owners and/or heirs to bring properties up to code and in instances where that was not possible, the NAT secured the properties to ensure safety, filed liens against the parcels for the cost of securing, and acquired them through foreclosure proceedings. Some buildings were deemed uninhabitable and non-repairable and were demolished for safety concerns. Identified properties acquired through foreclosure were abated and placed in the City's Affordable Housing Land Bank, thereby prioritizing their use for affordable housing.

New Wind Incorporated DBA Crosstown Ministries approached City Staff about donating a City owned vacant parcel of land for affordable housing development. The parcel, known as 705 N. 5th Street was acquired by the City in April 2019 through the nuisance abatement initiative addressing abandoned and blighted parcels. The parcel property was abated and placed into the City's Affordable Housing Land Bank.

The donation of land for affordable housing development to a certified Qualifying Grantee agency is allowed under the State of New Mexico's Affordable Housing Act (The Act) NMSA 1978 Chapter 104 and in conjunction with the City of Las Cruces (City) Affordable Housing General Oversight Ordinance Chapter 13, Sec 13-103 (1)(a) of the City's Municipal Code.

New Wind Incorporated DBA Crosstown Ministries is certified as a Qualified Grantee under The Act, and is working with Housing New Mexico, to secure funding for the project that will provide support centered housing for women.

Agenda Item #9.2.

With the approval of the ordinance for the donation of the property, at title transfer, the warranty deed will include a revisionary clause stipulating that the property will be developed for affordable housing and if construction is not completed by January 2028, title to the parcel may revert back to the City. Donation of this parcel will allow for the development to proceed in a manner that meets construction timeline restrictions and return the property to productive use, consistent with the goals of The Act, to promote sustainable affordable housing. The City will file a Land Use Restriction Agreement against the property to ensure it remains as affordable housing.

SUPPORT INFORMATION:

[Exhibit "A" Warranty Deed](#)

PLAN(S):

City Council Strategic Plan, Department Strategic Business Plan, 2021-2025 Consolidated Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

Affordable Housing Committee

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 ordinance for land donation of a city owned vacant parcel to New Wind Incorporated DBA Crosstown Ministries for affordable housing development.
2. Vote "No"; this will not approve the ordinance allowing for the donation of a city owned vacant parcel to New Wind Incorporated DBA Crosstown Ministries for affordable housing development.
3. Vote to "Amend"; this will direct staff to modify the proposed ordinance.
4. Vote to "Table"; this will direct staff to modify the proposed ordinance and possibly delay the development on the property.

ORDINANCE 3112; COUNCIL BILL 26-020

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.

The City Council is informed that:

WHEREAS, the City's Nuisance Abatement Team (NAT) was formed to identify vacant and abandoned blighted properties that posed safety risks to community residents with the goal of improving neighborhood safety and environment; and

WHEREAS, the property known as 705 N. 5th Street (property/parcel), acquired under the NAT program was placed in the Affordable Housing Land Bank prioritizing its use for affordable housing; and

WHEREAS, the City desires to donate the property to New Wind Incorporated DBA Crosstown Ministries for an affordable housing development that will provide support centered affordable housing for women; and

WHEREAS, the donation of land for affordable housing development to an certified Qualifying Grantee agency is allowed under the State of New Mexico's Affordable Housing Act (The Act) NMSA 1978 Chapter 104 and in conjunction with the City of Las Cruces (City) Affordable Housing General Oversight Ordinance Chapter 13, Sec 13-103 (1)(a) of the City's Municipal Code; and

WHEREAS, New Wind Incorporated DBA Crosstown Ministries is certified and approved as a Qualified Grantee under The Act, and is working with Housing New Mexico to secure funding for the project; and

WHEREAS, donation of the parcel would support the development of affordable housing on a currently vacant parcel and return the property to productive use, consistent with the goals of The Act, promoting sustainable affordable housing; and

WHEREAS, the City will file a Land Use Restriction Agreement against the property to ensure it remains affordable housing.

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

(I)

THAT the City Manager or his designee is authorized to execute a warranty deed as shown in Exhibit "A" with reversionary clause upon Ordinance approval without further consideration by City Council.

(II)

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

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

City of Las Cruces, whose address is, 700 N. Main Street, Las Cruces, NM 88001 for consideration paid, grant(s) to **New Wind Incorporated, DBA Crosstown Ministries**, whose address is, **4905 Tabosa Road, Las Cruces, NM 88011**, the following described real estate in **Dona Ana County, New Mexico**:

AKA: 705 N. 5th. Street

Ownership of and title to the Property shall revert to the Grantor if: the Grantee, or Developer, or its successors and/or assigns, fails to commence construction of affordable housing on either this conveyance, or any future replated lot which this conveyance is made a part of within 2 years from the date of filing of this Warranty Deed with the County Clerk of Dona Ana County which is _____, _____, 2026. The City shall exercise the right of reversion by the City by filing an affidavit indicating that the City has exercised its right of reversion. Upon filing of such affidavit and Warranty Deed, the Property shall automatically, without further action, vest in fee simple to the City. However, the City shall not exercise its Reversionary Interest on any portions of the Property if and to the extent that Grantee has commenced construction and is diligently pursuing the same to completion (for the period not to exceed 24 months from this conveyance). Grantee's acceptance of this Deed evidence Grantees agreement to and acceptance of said right of reversion, and Grantee further waives any objection to the form or operation of the right of reversion as well as any effect said right of reversion may have of the marketability of title to said Property.

Subject to patent reservations, restrictions, and easements of record and taxes for the year and subsequent years.

With warranty covenants.

Witness their hands and seals this day of 2026.

City of Las Cruces

By: Ikani Taumoepeau, City Manager

Acknowledgement for Corporation

STATE OF NEW MEXICO)
) ss
COUNTY OF DONA ANA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____ on behalf of the City of Las Cruces, A New Mexico municipal corporation on behalf of said corporation.

Notary Public

My Commission Expires:



City Council Action and Executive Summary

3113; Council
Bill 26-021

Type of Action:
☐ Resolution
☒ Ordinance
☐ TIDD Resolution

District:	☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:	April 20, 2026	Adopted:	May 4, 2026
Drafter:	Hilda Reyes	Department:	City Manager's Office
Title:	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.		

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

PURPOSE(S) OF ACTION:
Approve ordinance for land donation for affordable housing.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces Nuisance Abatement Team (NAT) was formed to identify vacant and abandoned blighted properties that pose safety risks to community residents with the goal of improving neighborhood safety and environment. The team worked with property owners and/or heirs to bring properties up to code and in instances where that was not possible, the NAT secured properties to ensure safety, filed liens against the parcels for costs of securing, and acquired them through foreclosure proceedings. Some buildings were deemed uninhabitable and non-repairable and were demolished for safety concerns. Identified properties acquired through foreclosure were abated and placed in the City's Affordable Housing Land Bank, thereby prioritizing their use for affordable housing.

The property formerly known as 1240 N. Tornillo, originally a .33-acre parcel and now replatted into three .11-acre parcels identified as 1262, 1252, and 1242 N. Tornillo Street, was classified as a nuisance property. The parcel at 1040 Campo Street received the same designation due to its deteriorated condition. After the City completed abatement and cleanup, the parcels were transferred into the City's Affordable Housing Land Bank. Donating the vacant lots supports the City's ongoing efforts to convert nuisance properties into productive community assets and prioritizing their use for affordable housing.

Tierra Del Sol Housing Corporation (TDS), a nonprofit housing developer and HUD-designated Community Housing Development Organization (CHDO) works with the City to implement affordable housing projects. Through this partnership, TDS will build a total of four homes across the four donated parcels. The homes will be sold to households participating in Tierra Del Sol's Homeownership program. The City supports this project as it will increase the supply of much-needed affordable housing in the community.

Individual parcel information is noted below:

Agenda Item #9.3.

- 1240 N. Tornillo Street a .33-acre parcel was acquired in May 2020 and replatted to create three parcels, each 0.11-acre in size. These parcels, identified as #4007134304305 (now 1262 N. Tornillo), Parcel #4007134306310 (now 1252 N. Tornillo), and Parcel #4007134308315 (now 1242 N. Tornillo) are zoned R-2 and suitable for development of single-family homes.
- 1040 N. Campo Street consists of a 0.12-acre parcel (Parcel #4007134255438), acquired in May 2019, and is suitable for the development of one affordable single-family home.

The donation of City-owned land to a Qualified Grantee for the development of affordable single-family homes is permitted under the State of New Mexico's Affordable Housing Act (The Act), NMSA 1978, Chapter 6, Article 27 and in accordance with the City of Las Cruces (City) Affordable Housing General Oversight Ordinance, Chapter 13, Sec.13-103(1)(a) of the City's Municipal Code.

With the approval of the ordinance and transfer of title from the City to Tierra Del Sol Housing Corporation, the warranty deed will include a reversionary clause stipulating that the property will be used for the development of affordable housing and if construction is not completed by January 2028, title to the parcel may revert back to the City. The transfer will also be subject to all requirements outlined in the Land Use Restriction Agreement (LURA). Donation of the vacant parcels will allow for the development to proceed in a manner that meets both the construction timeline and the requirements outlined in the LURA.

SUPPORT INFORMATION:

[Exhibit "A" Warranty Deed Tornillo](#)

[Exhibit "B" Warranty Deed Campo](#)

PLAN(S):

City Council Strategic Plan, Other, Department Strategic Business Plan, 2021-2025 Consolidated Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

Affordable Housing Committee

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 ordinance for the donation of the four City-owned properties to Tierra Del Sol Housing Corporation for development of affordable single-family housing.
2. Vote "No"; this will not approve the ordinance allowing for the donation of the properties to Tierra Del Sol Housing Corporation which cancel the development of much-needed affordable single-family housing.
3. Vote to "Amend"; this will direct staff to modify the proposed ordinance.
4. Vote to "Table"; this will direct staff to modify the proposed ordinance.

ORDINANCE 3113; COUNCIL BILL 26-021

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.

The City Council is informed that:

WHEREAS, the City of Las Cruces Nuisance Abatement Team, (NAT) was formed to identify vacant and abandoned blighted properties that posed safety risks to community residents with the goal of improving neighborhood safety and environment; and

WHEREAS, the properties formerly known as 1240 N. Tornillo Street, originally a .33-acre parcel, now replatted as 1262, 1252, and 1242 N. Tornillo Street, and the parcel located at 1040 N. Campo Street were acquired by the NAT placed into the City's Affordable Housing Land Bank, prioritizing their use for affordable housing; and

WHEREAS, the City will donate the properties to Tierra Del Sol Housing Corporation (TDS), a nonprofit housing developer and HUD-designated Community Housing Development Organization (CHDO) partners with the City to implement affordable housing projects; and

WHEREAS, TDS will construct four homes that will be sold to households participating in Tierra Del Sol's Homeownership program; and

WHEREAS, the donation of the parcels will support affordable housing development and return the properties to productive use, consistent with the goals of The Act, promoting sustainable, community benefitting housing and restore the parcels to the tax rolls; and

WHEREAS, the City will record a Land Use Agreement (LURA) on the properties to ensure they remain dedicated to affordable housing.

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

(I)

THAT the City Manager or his designee is authorized to execute the deeds as shown in "Exhibit A" and "Exhibit B" with reversionary clause, upon Ordinance approval without further consideration by City Council.

(II)

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

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

City of Las Cruces, whose address is, 700 N. Main Street, Las Cruces, NM 88001 for consideration paid, grant(s) to Tierra Del Sol Housing Corporation, whose address is, 210 E. Idaho Avenue, Ste. B, Las Cruces, NM 88005, the following described real estate in **Dona Ana County, New Mexico**:

Lots 1, 2 and 3, N. Tornillo Housing Tracts, in the City of Las Cruces, Dona Ana County, New Mexico, as shown and designated on the plat thereof, filed in the office of the County Clerk of said County on November 21, 2025, as Instrument #2526153 of Plat Records.

Ownership of and title to the Property shall revert to the Grantor if: the Grantee, or Developer, or its successors and/or assigns, fails to commence construction of affordable housing on either this conveyance, or any future replated lot which this conveyance is made a part of within 2 years from the date of filing of this Warranty Deed with the County Clerk of Dona Ana County which is _____, _____, 2026. The City shall exercise the right of reversion by the City by filing an affidavit indicating that the City has exercised its right of reversion. Upon filing of such affidavit and Warranty Deed, the Property shall automatically, without further action, vest in fee simple to the City. However, the City shall not exercise its Reversionary Interest on any portions of the Property if and to the extent that Grantee has commenced construction and is diligently pursuing the same to completion (for the period not to exceed 24 months from this conveyance). Grantee's acceptance of this Deed evidence Grantees agreement to and acceptance of said right of reversion, and Grantee further waives any objection to the form or operation of the right of reversion as well as any effect said right of reversion may have of the marketability of title to said Property.

Subject to patent reservations, restrictions, and easements of record and taxes for the year and subsequent years.

With warranty covenants.

Witness their hands and seals this day of 2026.

City of Las Cruces

By: _____
Ikani Taumoepeau, City Manager

Acknowledgement for Corporation

STATE OF NEW MEXICO)
) ss
COUNTY OF DONA ANA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____ on behalf of the City of Las Cruces, A New Mexico municipal corporation on behalf of said corporation.

Notary Public

My Commission Expires:

WARRANTY DEED

City of Las Cruces, whose address is, **700 N. Main Street, Las Cruces, NM 88001** for consideration paid, grant(s) to **Tierra Del Sol Housing Corporation**, whose address is, **210 E. Idaho Suite B, Las Cruces, NM 88005**, the following described real estate in **Dona Ana County, New Mexico**:

A TRACT OF LAND LOCATED WITHIN THE CITY OF LAS CRUCES, BEING LOT 4, BLOCK 115 OF THE LAS CRUCES ORIGINAL TOWNSITE FILED SEPTEMBER 15, 1853 IN BOOK 6, PAGE 1 OF THE RECORDS OF DONA ANA COUNTY, NEW MEXICO. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (POB) AT THE SOUTHWEST CORNER OF SAID LOT 4, A SET 5/8 -INCH REBAR WITH YELLOW PLASTIC CAP STAMPED "FAVELA JR NMPS "26832", WHENCE THE SOUTHWEST CORNER OF LOT 5, BLOCK 115 A FOUND 1-INCH PIPE BEARS SOUTH 01°04'08" WEST 108.30 FEET;

THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF N. CAMPO STREET, NORTH 01°04'16" EAST 55.91 FEET TO A SET 5/8 -INCH REBAR WITH YELLOW PLASTIC CAP STAMPED "FAVELA JR NMPS "26832", BEING THE INTERSECTION OF SOUTHERLY RIGHT OF WAY OF FIR AVENUE:

THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF FIR AVENUE, NORTH 84°15'05" EAST 101.83 FEET TO A SET 5/8 -INCH REBAR WITH YELLOW PLASTIC CAP STAMPED "FAVELA JR NMPS "26832";

THENCE DEPARTING FIR AVENUE RIGHT OF WAY, SOUTH 11°03'26" EAST 44.85 FEET, TO A SET 5/8 -INCH REBAR WITH YELLOW PLASTIC CAP STAMPED "FAVELA JR NMPS "26832":

THENCE ALONG A CHAINLINK FENCE, SOUTH 78°44'38" WEST 113.14 FEET TO THE POINT OF BEGINNING (POB).

SAID LOT 4 CONTAINS 0.123 ACRES MORE OR LESS. SUBJECT TO ANY EASEMENTS OF RECORD.

Ownership of and title to the Property shall revert to the Grantor if: the Grantee, or Developer, or its successors and/or assigns, fails to commence construction of affordable housing on either this conveyance, or any future replated lot which this conveyance is made a part of within 2 years from the date of filing of this Warranty Deed with the County Clerk of Dona Ana County which is _____, _____, 2026. The City shall exercise the right of reversion by the City by filing an affidavit indicating that the City has exercised it's right of reversion. Upon filing of such affidavit and Warranty Deed, the Property shall automatically, without further action, vest in fee simple to the City. However, the City shall not exercise its Reversionary Interest on any portions of the Property if and to the extent that Grantee has commenced construction and is diligently pursuing the same to completion (for the period not to exceed 24 months from this conveyance). Grantee's acceptance of this Deed evidence Grantees agreement to and acceptance of said right of reversion, and Grantee further waives any objection to the form or operation of the right of reversion as well as any effect said right of reversion may have of the marketability of title to said Property.

Subject to patent reservations, restrictions, and easements of record and taxes for the year and subsequent years.

With warranty covenants.

SIGNATURES ON THE NEXT PAGE

Witness their hands and seals this day of 2026.

City of Las Cruces

By: _____
Ikani Taumoepeau, City Manager

Acknowledgement for Corporation

STATE OF NEW MEXICO)
) ss
COUNTY OF DONA ANA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____ on behalf of the City of Las Cruces, A New Mexico municipal corporation on behalf of said corporation.

Notary Public

My Commission Expires: