

# CITY COUNCIL AGENDA

Mayor  
Eric Enriquez

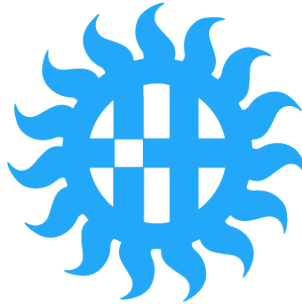
**Monday, November 3, 2025 at 1:00 PM**

**Council Chambers**

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

Mayor Pro Tem  
Johana Bencomo

Councilors  
Cassie McClure  
William Mattiace  
Becki Graham  
Becky Corran  
Yvonne Flores



**CITY OF LAS CRUCES**

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

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## **CONSENT AGENDA**

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

Page

### **1. OPENING CEREMONIES**

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

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

### **3. PUBLIC PARTICIPATION**

### **4. ACCEPTANCE OF AGENDA**

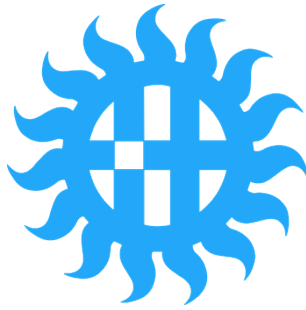
### **5. CITY COUNCIL MINUTES**

- 5.1. Regular City Council Meeting of October 6, 2025.  
[City Council - Oct 06 2025 - Minutes - Pdf](#)

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

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| 6.1. | <u>RESOLUTION NO. 26-058: A RESOLUTION ESTABLISHING DATES FOR HOLIDAY OBSERVANCE FOR CITY EMPLOYEES IN 2026.</u><br><a href="#">Resolution No. 26-058 - Pdf</a>                                                                                                                                                                                              | 43 - 50   |
| 6.2. | <u>RESOLUTION NO. 26-059: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS AND BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2026 BUDGET.</u><br><a href="#">Resolution No. 26-059 - Pdf</a>                                                                                     | 51 - 126  |
| 7.   | <b><u>RESOLUTION(S) AND/OR ORDINANCE(S) FOR DISCUSSION</u></b>                                                                                                                                                                                                                                                                                               |           |
| 7.1. | <u>RESOLUTION NO. 26-060: A RESOLUTION AMENDING THE FY2026 - 2031 CAPITAL IMPROVEMENTS PROGRAM.</u><br><a href="#">Resolution No. 26-060 - Pdf</a>                                                                                                                                                                                                           | 127 - 145 |
| 7.2. | <u>RESOLUTION NO. 26-061: A RESOLUTION APPROVING A PRECOMMITMENT OF CITY FUNDING FOR A MULTI-FAMILY FEDERAL LOW-INCOME HOUSING TAX CREDIT DEVELOPMENT PROJECT, SUBJECT TO AWARD OF SAID TAX CREDITS BY HOUSING NEW MEXICO.</u><br><a href="#">Resolution No. 26-061 - Pdf</a>                                                                                | 146 - 149 |
| 7.3. | <u>RESOLUTION NO. 26-062: A RESOLUTION APPROVING THE CITIZEN PARTICIPATION PLAN, AS REQUIRED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), AS PART OF THE PREPARATION FOR THE 2026-2030 CONSOLIDATED PLAN AND ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE FOR THE CITY OF LAS CRUCES.</u><br><a href="#">Resolution No. 26-062 - Pdf</a> | 150 - 164 |
| 7.4. | <u>COUNCIL BILL NO. 26-008; ORDINANCE NO. 3100: AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A FRANCHISE AGREEMENT WITH RIPPLE FIBER NEW MEXICO LLC ("RIPPLE"), TO AUTHORIZE THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A TELECOMMUNICATIONS SYSTEM FOR FIBER INTERNET WITHIN THE CITY.</u><br><a href="#">Ordinance No. 3100 - Pdf</a>              | 165 - 191 |
| 8.   | <b><u>BOARD APPOINTMENTS</u></b>                                                                                                                                                                                                                                                                                                                             |           |
| 9.   | <b><u>NOTICE OF PROPOSED ORDINANCE(S)</u></b><br>1) There will be no public discussion.<br>2) A Councilor may ask staff for clarification on the proposed ordinance(s).                                                                                                                                                                                      |           |
| 10.  | <b><u>CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT</u></b>                                                                                                                                                                                                                                                                                                  |           |
| 11.  | <b><u>CITY MANAGER REPORT</u></b>                                                                                                                                                                                                                                                                                                                            |           |
| 12.  | <b><u>ADJOURNMENT</u></b>                                                                                                                                                                                                                                                                                                                                    |           |



## **MINUTES**

### **City Council**

**Monday, October 6, 2025 @ 1:00 PM**

City Council Chambers, City Hall

**PRESENT:** Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

**ABSENT:**

#### **1. OPENING CEREMONIES**

##### **1.1 PLEDGE OF ALLEGIANCE - COUNCILOR CORRAN.**

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

Mayor Enriquez recognized the Veterans Parade Poster Contest Winners.

Mayor Enriquez recognized the Developing Youth Leadership Academy participants.

Councilor Corran presented Sylvia Wahington, Analisa Marquez, Pablo Herrera, and Stacie Allen with a proclamation for National Disability Employment Awareness Month.

Councilor Corran presented Greg Repetti, Ginny Ginithan, Frances Estrada, Jenette Pallares, and Christine Perea with a proclamation for Breast Cancer Awareness Month.

Councilor Corran presented Dr. Bobbie Green with a proclamation for the 74th Annual NM NAACP State Conference.

Councilor Corran presented Gloria Carreras and Chantelle Yazzie-Martin with a proclamation for Domestic Violence Awareness Month.

Councilor Corran presented Chantelle Yazzie-Martin with a proclamation for Public

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### Arts Month.

Councilor Corran presented Dale Yeo with a proclamation for Dyslexia Awareness Month.

Councilor Corran presented Richard Weaver with a proclamation for The Friends of the Community Candy Drop Day.

Councilor Corran presented Lilly Jaramillo, Paxtor Rogers, and Canche Naparco with a proclamation for National 4-H Week.

Councilor Corran presented Richard Aguilar and Miguel Acosta with a proclamation for National Hispanic Heritage Month.

Councilor Corran presented the Community Development Department with a proclamation for Community Planning Month.

**Councilor Yvonne Flores moved, seconded by Councilor Becki Graham, To allow Council Mattiace to participate via Zoom.**

|                  |                                                                                                                                                                                  |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>Carried</b>                                                                                                                                                                   |
| <b>MOVER:</b>    | Councilor Yvonne Flores                                                                                                                                                          |
| <b>SECONDER:</b> | Councilor Becki Graham                                                                                                                                                           |
| <b>AYES:</b>     | Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores |

### **1.3 JOBS OF THE WEEK.**

Sarah Raney, Americas Job Center presented Jobs of the Week.

### **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**

Lynn Moorer, Member of the Public said I thank Las Cruces Utilities for its quick response recently to help an elderly neighbor who was having trouble with his water pressure. I wish I could commend Las Cruces Utilities further. Unfortunately, the city's pattern and practice of issuing false statements related to the Lead and Copper Rule continues. The numbers the city used to apply to the state for funding do not jive with lead service line replacement plan submitted. The number of total service connections in the funding applications increased by almost a thousand when submitted in the replacement plan. The number of total population served in the funding application

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decreased by almost 3,500 when submitted in the replacement plan. Plainly the numbers are not close, plus the disparities went opposite directions, increased and decreased. Logic suggests that these two categories, service connections and population served would generally track each other in either growth or diminution. This indicates that there are at a minimum serious inconsistencies in Las Cruces Utilities' statement regarding numbers. Another example of major discrepancy, Deputy Director of Regulatory Compliance Steve Perez said at a council meeting November 18th that the city had 20,637 unknown service lines. However shortly before the meeting Las Cruces Utilities submitted to the state a replacement plan that there were 19,024 unknown service lines, about 1,600 fewer. Mr. Perez also told you last November that the city had 15,627 known non-lead service lines when by contrast the city had shortly before told the state that there were 21,076, more than 5,400 greater and a difference of more than 25%. Again, these disparities went both directions and provide more evidence that representations from Las Cruces Utilities are not to be believed. If you are interested in reviewing documentation that documents any of these discrepancies I will provide copies. Yet another example of Las Cruces Utilities' statements that turn out to be false pertains to notices sent to new customers which EPA requires. Assistant Utilities Director Carl Clark told you August 18th, that the city sent notices to new customers which Las Cruces Utilities keeps track of. In reality a response to an IPRA request reveals that if the city sends an individualized notice to each customer the city does not keep track of it. Furthermore, look at Handout 1, this letter doesn't actually tell the customer what their line is made of. It is inadequate and fails to comply with the rule. Las Cruces Utilities' pattern and practice of false statements and seriously inconsistent numbers should be very troubling to you. It is to me.

Liz Rodriguez-Johnson, Member of the Public said numerous questions posed while in city council meetings regarding the city's compliance with the Lead and Copper Rule still remain unanswered. Most have been outstanding for many months. We expect and deserve factual answers to each of these questions. Why did the following information disappear from the inventory? Service line installation dates? The date a property was built, all information of disadvantaged neighborhoods and all designations of sensitive populations? Why was the information regarding inspection dates manipulated, then eventually disappeared? Why won't Las Cruces Utilities put a pop-up on its opening online Spanish page instructing Spanish only speakers how to translate the website? Why doesn't the city test customer water for lead like Albuquerque does? Why doesn't the city test customer water for lead like Albuquerque does for its residents? EPA requires that the city's inventory must include all service lines. Why has half the city been left off the inventory? Why does half the city not have water hookups on the map? Why was Councilor Corran told that there were only two properties with galvanized pipes requiring replacement when there were at least 56 at the time? Why haven't all the property owners with galvanized requiring replacement piping been notified as required. EPA requires that they be notified within 30 days after completing the initial inventory which was due October 16, 2024. EPA requires proven evidence-based techniques for determining the nature of piping. Why has the city relied upon water sampling only with no records and field inspections only with no records, neither is proven evidence-based technique? Why doesn't Las Cruces Utilities provide no justification for characterizing 33% of the properties as non-lead? Why isn't there a basis for every property? Why

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has the city falsely characterized piping as non-lead for hundreds of properties because of installation after the lead ban when installation actually occurred before the lead ban? How many properties in the city's oldest area has the city inspected? Where are the records for each of these properties? What has the city done to obtain funding for folks who don't have the funds to replace their lead or galvanized pipes? To reiterate the taxpayers of Las Cruces expect and deserve factual answers to each of these questions without delay. We asked that an answer to each question be posted on the website in English and Spanish no later than the next council meeting on October 20th.

Diane Starbuck, Member of the Public said I have two confessions to make. The first one is I tend to use this podium as a public service announcement not as a way to communicate with the city and that is what I will be using it for today. My second confession is I almost wasn't going to read what I was going to read. I wrote it shortly after the last council meeting, which seems like a long time ago and since then I have lost hope, but I have decided that is exactly why I need to read this. Anyone who knows Juan Garcia has probably heard him say let's get a cup of coffee and talk about it. Jim Wilcox and I decided to take him up on his offer. We have had several meetings. All three of us are concerned about the direction our country is headed in. We are afraid of escalating rhetoric and violence. There are many topics we agree upon, loss of health care professionals in New Mexico, the crime, Project Jupiter, and our support for our Las Cruces Police Department. There are many topics we don't agree upon. Jim and I have been to CCIA meetings. The meetings are well organized, and they have informative speakers. Juan has been to a Progressive Voter Alliance meeting. He appreciates the number of members who spoke about topics they were involved in and how we all work together for a common goal. I have admitted that I don't feel entirely comfortable being at a CCIA meeting but when Jim and I go we hear a different viewpoint other than our own echo chambers. We hear other sides hopes and fears. I believe that through our conversations we have realized that we are not just someone on the left or someone on the right but a person who is trying to make the world a better place even though we go about it differently. Are we going to fix the world? No. Are we going to fix Las Cruces? Probably not. But at least there is open dialogue, listening, questions, and many times understanding. We are trying to do something. I challenge everybody today to seek out someone from the other side and have a respectful conversation and just listen. This message has the approval of Juan Garcia and Jim Wilcox.

Adolf Zubia, Member of the Public said I am here representing myself and not speaking on behalf of other people. Individuals that I have spoken to recently and I was going to read a statement, but I figured I would go off the heart of what is going on. The issue before us with the county's GO Bond and the basic issue comes down to this. It is a situation where the county has a laundry list of items that they have two questions where they have their specific needs that they are addressing based on this particular bond. The sad part is that all those items listed, none are going to happen in the city of Las Cruces. And the fact is based on how the county set up and the way the tax thing is going to happen, it is going to significant revenue coming from the city for those county projects. And I took it not knowing the specific numbers, I was hoping to get information specifically of how much of that tax was going to come from the city residents with nothing to show for it. I used my own home. I took it and I kind of made

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a conservative estimate for the next 20 years I am going to be paying approximately \$6,000. I also decided to utilize that number for the HOA which I belong to on the board and I got their approval to bring that up on behalf of the board. We have 573 homes in Sonoma South and I used my home calculation to see how much of that subdivision was going to be contributing to the county's GO Bond and it works out to approximately \$3.5 million and I know I am probably off a bit but I know that the numbers I am presenting you with are pretty valid. My concern when I was asked is why is that happening? And I said I don't know but I was disappointed that there wasn't more collaboration between you and the county and secondly that there was no action or position taken on by the city one way or the other on that. Now I doubt it very seriously that you will ever take a position against your brothers at the county and vice versa but in my opinion it is one of those issues where it is America and you can disagree. Just like Congress, and you have the Senate and alleges the Congress themselves they can debate, and they can disagree. The same with the state level. In this particular case I just wanted to make sure that you are aware that there are some people out there that are dissatisfied with hearing nothing from the city. The other issue that comes into mind is I probably talked to or spoke to 50 residents, and I can guarantee about half of them, I didn't tally them total didn't know what was going on and the impact it was going to have. So, my hope in the last 15 seconds is maybe in conjunction work with the county to get them educated and have them understand exactly what it is going to cost them if that GO Bond goes through whether you are for it or against it. Please inform your residents.

Juan Garcia, Member of the Public said on 15 September a resolution in support of public lands was introduced and approved. Councilor Flores asked so what happens to this resolution? We file it away or send it to Santa Fe and hope they read it. The response from the staff, this resolution could be sent via letter to Santa Fe and the expectation is Las Cruces would get a response. The Mayor Pro Tem stated that something simple but powerful to let Santa Fe know where we stand. Even though the threat to public lands has faded, this resolution was still push forward. For more than four years I have stood here along with others asking this council to issue a resolution simple but powerful and address the devastation we face thanks to the Las Cruces criminal element. Nothing but silence. I get it. There is no political capital in challenging a permissive ideology that seems more interested in coddling criminals while the body count of victims continues to rise. This is evident that when during the last CCJ Senator Cervantes while explaining why we have the same laws as other New Mexico towns but there is a disproportionate problem with juvenile crime in Las Cruces stated, "the composition of the city council changes the way laws are enforced in Las Cruces, the composition of the city council changes the way laws are enforced in Las Cruces ". Now we are losing doctors. The council had a chance to demand through a resolution a simple but powerful resolution that the Governor and the Dona Ana County state officials put malpractice reform at the top of the agenda for the Special Session, they didn't, not surprising. Now the Mayor Pro Tem runs Patients Over Profit, funded by trial lawyers. The question is simple, will she back patients desperate for care or the lawyers' bank rolling her group? Patients Over Profit is the public face of the opposition to think New Mexico proposal reforms to the medical malpractice law during the last legislative session, 100% of their donors are trial lawyers. Where is the care and compassion for those suffering at the lack of medical providers. In closing I want to thank Diane and Jim and others for their willingness to

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have civil and respectful conversations even in this polarized environment it is possible. I hope others will do the same.

Eddie Thomas, Member of the Public said I was thinking about bringing my guitar and entertaining you by singing a famous Willie Nelson song except that I would change the lyrics to Mamas don't let your sons grow up to be gangbangers. This might help me get the message across that you are not doing anything meaningful to combat juvenile crime in Las Cruces as long as the soft on crime and catch and release laws currently on the books remains unchanged but we all know now that is the way you intended it. This is by design. You pretend to do something by sending a delegation to Santa Fe to shop for laws all the while knowing that they will come back with nothing but words to deter crime. The laws currently on the books might even encourage it because they don't punish the offenders. We mollycoddle them instead. They grow up in gangs that they don't respect the law because they have never been taught to by their parents. My mijito is a good boy, they say. No, mijito is not a good boy. He probably has a gun and is committing a crime or fighting with another gang in another neighborhood. He gets into trouble and instead of a trade school or college and ends up getting arrested and put in jail for a couple of hours then he is set free. There is no punishment, no correction, no incentive to change his behavior. Years and years of these bad policies have produced what we have now in Las Cruces, crime and poverty that is generational. Yet you continue to pretend like you are doing something. You say Santa Fe makes the laws but you don't advocate for anything that helps deter crime. You can tell a lot about a city council by what they advocate for but even more so by what they don't advocate for. It is clear where your loyalties lay between the lack of laws that correct bad behavior and the lack of meaningful parenting our kids will continue to pay the price for perdition. Proverbs 13:24 says, "spare the rod and spoil the child". Of course, some of you will interpret that to mean that I am saying that you should beat your kids. I am saying nothing of the sort. I mean it to discipline your kids to show them right from wrong so that they will choose the good way instead and stay away from evil. Those who fail to correct their children don't love them. Proverbs 22:6 says, "train them up in the way that they should go and they will not depart from it". The way that I see it, we have to do three things. Change the laws so that they put the fear of God in them, get rid of the politicians in office that don't want to get on board with change, and start raising your kids with some discipline and stop them from hanging out with gangbangers.

Belinda Robertson, Member of the Public said I am a resident of the city of Las Cruces, New Mexico. I am American. My obligation like American if I sell something and it is not correct or I manipulate the law or act under the code of the law or abuse the power of authority I denounce to the authorities and I denounce in this moment to the authorities in the City of Las Cruces, New Mexico. Authorities with the power of authority, one of them is the Judge Manuel Arrieta, he act under the code of the law and violate my civil rights of American and the civil rights of my kids, Cameron Robertson and Mackinzie Robertson. During a hearing on September 12th, the day of the hearing was scheduled the official Isabel the Domestic Violence Commissioner, the day of the hearing the hearing changed to Manuel Arrieta without any notification to the party in less than 24 hours. I have a case for five years that I denounced domestic terrorist in the Third Judicial District. The Judge Manuel Arrieta never asked permission of the two parties to interview the minor Mackinzie Robertson. Judge

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Manuel Arrieta didn't see any evidence of the criminal history of Cale Robertson, Respondent. Judge Arrieta put in danger the lives of American children when they needed to approve an exam to the minor for Mackenzie Robertson because she was abused for, she had 200 scars between the legs and the Judge Arrieta, he said he didn't see nothing when I present the scars. The Judge Arrieta said you go with CYFD. CYFD on 2023, Governor of the State of New Mexico Michelle Lujan Grisham, she accused the Director of CYFD for several irregularities and some of the employees' erased irregularities. This is the evidence that they falsified documents in 2022, CYFD with the name of Susana Martinez as appointed Governor of the State of New Mexico. They organized a hearing on March without my knowledge and the judge accepted these false documents and give the custody of my kids to my husband Cale Robertson. My daughter on August 5, she have a car collision and was involved with a Las Cruces Police Department and this is the proof. The Judge Arrieta say that he cannot give me custody of my kids. This is why I came to the Mayor of Las Cruces to plead for an interview for me because he is the maximum authority here in the City of Las Cruces.

Brad Douglas, City Attorney asked are you sure you want us to have these because I am looking through them and there seems to be sensitive information about children in here and I haven't looked at all of it but what worries me if there is any kinds of records request, these are now in possession of the city. Would you like to take them back?

Belinda Robertson said no, I want you to report to the FBI Director Kash Patel and the FBI Deputy Director Dan Bongino and the State of New Mexico Governor Michelle Lujan Grisham and listen to the audio because the lives of America is in reason and in the city of Las Cruces if you don't listen to the hearing and read the documents that I present.

Rob Campion, Member of the Public said I am President of Elite Medical Transport. For over 23 years we have served the Southwest providing ambulance transport and mutual aid to 911 systems. We are clinician led with our mission to positively impact our patients, our employees and the communities that we serve. I am pleased to announce that we were approved by New Mexico Department of Transportation on August 27th and commenced ambulance operations in Las Cruces on October 1st. This operation will create over 20 jobs in the community this year and serve as a resource not just transport locally but to aid in bringing in patients from surrounding communities to the great care available here in Las Cruces. Las Cruces is our newest location in our network of care in transportation that includes Deming, Carlsbad, Portales, El Paso, and soon Hobbs, New Mexico. Several of our management team started their EMS careers here in Las Cruces and call Las Cruces home. These leaders are ready to ensure that the community has the compassion and care in transport that they deserve. We are very excited to serve Las Cruces and region with this additional location and as we settle in Las Cruces we are eager to better understand the needs of the community and tailor our services to meet those needs. We are in communication with Chief Daniels in the Fire Department, and we are working on how to best support and integrate with this emergency response system. I would like to commend Chief Daniels and his team on their professionalism and focus on public safety. I would also like to commend the Las Cruces Airport for their prompt

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response to our request for information as well. If there is anything that we can ever do to help the community, please don't hesitate to reach out.

Lonnie Montgomery, Member of the Public said I am a follower of Jesus Christ. I love you guys and God loves you too. I am also a praying man so let's pray. Most gracious and loving Father, I come before you today and ask that you guide these city councilors and increase their wisdom and discernment so that they can be the good public servants they were elected to be. In Jesus holy name I pray, Amen. And you are public servants. You serve the public, all of your constituents, sometimes what I call taxpayers and just not the ones you voted for but all of us. Sometimes you don't treat some of us as well as you do others. For instance, you didn't consider that the building of public housing in neighborhoods would lower the value of the houses that are there. So, some people won't receive enough money where so they can sell their house where they couldn't before and move to another neighborhood or I have heard of many moving to another state. On to the riff raff report. In the state we know we have poor education, and we are putting in billions of dollars and we still have poor education. And what is Las Cruces becoming famous for? For its dispensaries, we have them on nearly every corner and thanks to you we have some that have come in that are 24/7 to get a high and drive very fast on the streets causing many people to run into the back of others and driving off and we also have juvenile crime which is also in districts and we have two places where people can go to murder their babies. I believe they are called abortion clinics, and they are working on building one more that not only kills babies but it helps people to mutilate people's bodies. I said murder, it sounded sort of harsh doesn't it? But how does it sound to the babies? What is murder? Murder is killing with authorial, killing with plan. That is what is in abortion clinics. It is planned and they kill the baby in the womb, or they kill it outside the womb. When it gets the sonogram and they look at it and the abortioners are going that the babies go away from being killed and if the moms look at that, 85% of moms say I want to have the baby and if the dads look at that over 85% look at the babies. I just want you to know I am sorry about that and may God forgive us.

Elizabeth Bennett, Member of the Public said I am a trained social worker by profession and a youth advocate for many years and I just wanted to respond to the conversation that is being had about how to address the undeniable existence of a problem with increased crime and that young people are often involved but I want to speak to the fact that evidence and research shows us that incarceration does not improve outcomes for young people and in fact it leads to additional trauma and additional trauma leads to additional high risk behavior and poor outcomes for those individuals and instead research shows us that positive youth development having to do with creating safe spaces for young people, giving them the opportunity to build skills and create mastery and develop meaningful relationships with their peers and adults in their community is what actually changes outcomes for these young people. So, thank you for the investments that you have made in safe spaces and recreation for young people and thank you for being considerate and critical when being called to incarcerate and criminalize young people in our community.

William Mooreland, Member of the Public said I am coming to talk today about a problem I have been noticing for the past few weeks. The city transit services on Saturdays ends at 4:30 and a lot of the times a lot of the events that are held here in

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town start either right at or right after 4:30. For someone like me who the only way I can get around town is either through the city bus system or Roadrunner Vamanos that is very inconvenient for me to have to go all the way from the post office here in downtown all the way up to Sonoma Ranch. I don't know if there is anything you guys can do about it but if you can try to see if we can try to change the times as to where they can operate longer in the day. I would really appreciate it. And also another problem I have noticed that a lot of sidewalks have been kind of very dirty to the point where it could make driving on them with a wheelchair a little risky of getting stuck or something. I guess this is more of a question of who is in charge of trying to clean up the sidewalks to make sure they are a lot more walkable?

Alejandro Bernal, Member of the Public said I have been a resident of Las Cruces for 20 years and I just wanted to speak about the concern that I see about crime and rampant drug use, open air drug use. It is pretty much everywhere you look. If you can't see it, you are probably shutting yourself to viewing it because it is pretty much on every main street and not only that. If we want to make things better, we may want to think about increasing the budget for law enforcement and increasing standards and maybe increasing the educational attainment that they need to receive in order to become a law enforcement officer but we have to pay them more.

4. ACCEPTANCE OF AGENDA

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to accept the agenda as presented.

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

5. CITY COUNCIL MINUTES

- 5.1 REGULAR CITY COUNCIL MEETING OF SEPTEMBER 2, 2025.
- 5.2 WORK SESSION OF SEPTEMBER 8, 2025.
- 5.3 REGULAR CITY COUNCIL MEETING OF SEPTEMBER 15, 2025.

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

- 6.1 RESOLUTION NO. 26-042: A RESOLUTION APPROVING AMENDMENTS TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE LAS CRUCES PROFESSIONAL FIREFIGHTERS ASSOCIATION.
- 6.2 RESOLUTION NO. 26-043: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD FOR THE FIRE DEPARTMENT THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2026 BUDGET.
- 6.3 RESOLUTION NO. 26-044: A RESOLUTION AUTHORIZING THE CITY OF

**LAS CRUCES (CITY) TO ACCEPT GRANT RECONCILIATIONS VIA BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2025-2026 BUDGET.**

- 6.4 RESOLUTION NO. 26-045: A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR HEAVY DUTY VEHICLE PARTS AND LABOR WITH RUSH TRUCK CENTER OF NEW MEXICO, INC. OF ALBUQUERQUE, NEW MEXICO VIA NEW MEXICO STATE PURCHASING DIVISION CONTRACT NO. 31-00000-22-00009AY FOR A POSSIBLE TERM THROUGH JANUARY 8, 2027 IN AN AMOUNT NOT TO EXCEED \$2,000,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-034).**
- 6.5 RESOLUTION NO. 26-046: A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR HEAVY DUTY VEHICLE PARTS AND LABOR WITH RJ BORDER INTERNATIONAL OF DALLAS, TEXAS, VIA NEW MEXICO STATE PURCHASING DIVISION CONTRACT NO. 45-00000-24-00086AR FOR A POSSIBLE TERM THROUGH MARCH 30, 2029 IN AN AMOUNT NOT TO EXCEED \$600,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-035).**
- 6.6 RESOLUTION NO. 26-047: A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR HEAVY DUTY VEHICLE PARTS AND LABOR WITH WAGNER EQUIPMENT COMPANY OF AURORA, COLORADO, VIA SANTA FE SOLID WASTE MANAGEMENT AGENCY CONTRACT NO. 25-110 FOR A POSSIBLE TERM THROUGH MARCH 20, 2035 IN AN AMOUNT NOT TO EXCEED \$1,000,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-030).**
- 6.7 RESOLUTION NO. 26-048: A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR TIRES, TUBES, SUPPLIES AND LABOR WITH TIRECENTER PLUS, INC. OF LAS CRUCES, NEW MEXICO, VIA NEW MEXICO STATE PURCHASING DIVISION CONTRACT NO. 40-00000-24-00086 FOR A POSSIBLE TERM THROUGH NOVEMBER 4, 2028, IN AN AMOUNT NOT TO EXCEED \$160,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-032).**

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

- 7.1 RESOLUTION NO. 26-049: A RESOLUTION RE-AFFIRMING THE CITY OF LAS CRUCES COMMITMENT TO CREATING A QUALITY OF PLACE TO LIVE AND WORK THROUGH NONDISCRIMINATION IN ALL AREAS OF CITY GOVERNMENT AND DECLARING THE CITY A WELCOMING COMMUNITY.**

Brad Douglas, City Attorney gave the overhead presentation.

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Councilor Flores said I am concerned about some sections here. Some of this is kind of sticky but what really blows me away is the vote to amend and not being able to see it. You presented it and I can understand it as you speak but it is very difficult to intertwine it with everything else that is here. The intent is great. The city police of Las Cruces has never ever taken the position in any way for lack of a better word, aiding and abetting the feds on immigration issues. About 10 years ago or more the Chief of Police was Jaime, Jimmy Montoya and he made it very clear along with Olga Pedroza who was a city councilor and an attorney that the City of Las Cruces would never do that. That does not mean that we are a sanctuary city. In other words, Las Cruces Police Department, LCPD has nothing to do with the enforcement of any kind of federal law especially immigration law. This is very near and dear to me on a personal level and also professional and in reading through this your presentation was excellent, but I need to see and I would ordinarily say let's go with it except for the vote to amend. I guess the vote to amend would be to add the language that you just presented to us? So instead of voting yes, we would vote to amend to assure that that language would be there. Am I correct in understanding that?

Brad Douglas said that is correct. You would vote to amend. If you would like for what I have referenced as proposed amendments 1, 2, and 3 and you make a good point. Frankly, I should have printed out the proposed amendments. I can certainly read them again if you would like?

Councilor Flores said no. I would at this point request that we table it to a date certain, two weeks from now when and then we can see the language that you presented to us, see it in writing so that we can cross reference it with other parts of the proposed legislation. That is my opinion.

Brad Douglas said just to briefly respond to that. You are 100% correct Councilor Flores, LCPD does not engage in any sort of immigration enforcement actions right now. I believe, and others can speak to this in more intelligently than I can that the intent is that they never do.

Councilor Mattiace said I have similar feelings with Dr. Flores about the amendments not being able to see them and prepare and answer on them. The second thing I have is I will be voting no if it comes to a vote and my reasoning is that I believe that the former resolution was quite adequate without creating the burden of all the record keeping by Las Cruces Police Department and the amendments themselves shows that there is some wording particularly not correct legally and I wanted to thank our City Attorney for bringing that to our attention. I also think that we may be a magnet by updating this particular resolution in that respect. Do we have the resources? Does the City of Las Cruces have the resources and the places to house what would be more unhoused immigration coming to the city of Las Cruces. So, on those concerns I would either prefer to table it and/or if it comes to a vote I will be voting no.

Councilor Bencomo said I just want to thank you and Henry for working with Councilor Corran and I on updating this resolution that was adopted in 2017. Like I spoke about this a few weeks ago that it is wholly inadequate to meet the current moment that we are facing with the current administration. So, I believe this is timely and urgent and I

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am happy to make two of those amendments Brad and I believe they are in front of all us right now. I just wanted to pull back a little bit because I want to speak to the urgent moment that we find ourselves in. I have two things that I keep hearing people tell me and probably tell a lot of you to scare you away from supporting something like this. One is, what about the funding? What if the Trump Administration chooses to take away funding from the City of Las Cruces if you adopt something like this? That is more extensive than what we have had before. It is more extensive to the powers that we are giving as a municipality to do everything that we can to stand by our immigrant neighbors. To the funding piece I will say this, first of all it is unconstitutional. The Tenth Amendment literally talks about, it protects state's rights and local control and limits the power of the federal government. Especially when it comes to coercion of passing certain policies and threatening to withhold funding from American citizens and American residents. So, one it is unconstitutional. Two, on the issue of funding I personally will not sell out my immigration community for money from the federal government. And also, to make it very clear this administration is already taking millions of dollars from hard working Americans every single day by cutting Medicaid and cutting SNAP and other social safety net services. So, money is already being taken away from all of us. That is number one on the funding. The number two piece that I keep hearing folks talk about is look at LA, look at Chicago. What if we poke the bear and the same thing happens here? Another thing I want to make very clear, the Trump Administration intended to do exactly what it is doing right now and democratically held cities across the country. If you are looking up what is happening in Chicago and LA and DC and you think that is normal and acceptable, I don't know what to tell you. It is peak authoritarianism, and we should all be deeply concerned. Regardless if Mayor Brandon Johnson in Chicago said anything about standing with immigrants or not the Trump Administration was going to send the kind of militarized tactics that he is doing that to terrorize and victimize American cities, American residents, and citizens regardless of administration they are already terrorizing all of our communities. So, to me this is timely particularly because DHS has unprecedented dollars, it is why they cut Medicaid and SNAP to give tax cuts to the wealthy. Which I guarantee you none of us here are going to get those in this room and number two to give billions of dollars to DHS to further terrorize our community. I will not act powerless in this moment. Do I wish we could do more? I do. I wish we could do a lot more. Do I think this resolution encompasses a lot of those protections for our community in terms of what we can do, I do. I am proud to support this. Certainly, hope we don't table it today. It is timely and urgent, and it comes to the time Brad I will make some of those amendments. I appreciate you for catching those simple mistakes and we can correct them today. So, thank you Brad and thank you to the advocates that supported us in the creation of this powerful resolution.

Councilor Flores said I don't disagree with anything that Mayor Pro Tem Bencomo has said but what I am talking about is the language in this not anything else because all you have to do is have one or two words that just don't fit in or it is contingent on something else. I don't feel comfortable. Your presentation was very thorough but if you ask me what you said I wouldn't be able to reiterate word for word and then voting for that. I am torn because I think that time is of the essence and I don't know two weeks from now. I still would vote to amend.

Mayor Enriquez said I just feel like the practice is already in place. I am not in favor of

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this resolution myself because of what it creates for our city, our organization, the additional work. It is not about funding that is being cut, it is sending a message and then seeking federal grants and requests. It just doesn't flow for me.

Alex Cheatham, Member of the Public said I am only in the United States because my grandfather and mother escaped the Armenian genocide. My Irish grandfather escaped dying in bog in the Irish famine. The United States welcomed them. It let them grow. It led to me being here and being able to contribute. I fundamentally think that being welcoming to immigrants is a fundamental part of the American character. The idea that Las Cruces wouldn't reflect that doesn't jive with me. As far as protections go, I think this administration has demonstrated that without explicit protection, without the actual words in place they will just run over people. They will not listen to the law as it stands. I think that you have to have extra legal protections right now. I don't buy the idea that this isn't going to actually do anything. You need those extra protections right now when you have such in arbitrary administration. I can tell you for sure that what they are doing is arbitrary. There is not planning. It is a really, really bad situation for us and I don't think that you can rely on their behavior. You just have to do what is right so that is all I will say.

Dana Hopkins, Member of the Public said I think a lot of folks will say a lot of what I was going to say so I am just going to say first of all this is not the same thing. This is not repeating something that we already have. I think that anybody that is saying that is, I think you all know, and I believe we are all under threat. That Chicago, Portland, etcetera will and can happen here. We are not special. If we are not making ourselves a target, we are already a target. We have people talking about the high crime here which I just want to point out is the excuse they have used to come into other cities and all I can say in this is that we are making it a little more firm. We are expanding enough to care for our immigrant community as best we can. I don't see how this is extra work for the police and if it is it is work the need to do. I think it makes it very clear and very firm. It is part of their job. We are already under threat. We can't bury our heads in the sand and think maybe they won't notice us. We need to do this. We need to welcome all of our siblings and yes this is something that the police are involved in and if they need to do a little extra work then that is okay, that is their job and finally I was concerned to hear well we have to take a closer look at these amendments. I am not a lawyer, and I understood them perfectly. They were not complicated, and I believe you all got a copy of them in writing, so it feels a little bit like stalling to have to table this and tabling it concerns me because we are under the gun. It can happen any day.

Sylvia Ulloa, Member of the Public said I am the Executive Director for NM CAFe. I am a proud fronticera and I am a citizen of Las Cruces. I just want to start by thanking the previous council who unanimously voted to protect our families in Las Cruces and to uphold the values that honor the basic humanity of all people. Here in the frontera we are not just neighbors we are also family to many immigrants in this country and we understand how they make Southern New Mexico a vibrant and unique community that it is. I also want to give my appreciation to Councilors Corran and to Bencomo for understanding the perilous time that we are in today and for working to strengthen the current welcoming communities welcoming resolution. When the federal government is ziptying small children and dragging them out of their homes in the middle of the

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night. When they are racially profiling and detaining brown people, immigrants and citizens alike and physically assaulting and detaining people without respecting their 4th and 5th Amendment rights under the Constitution it is very clear that we need to stand even more firmly against the authoritarian that is taking over our country. So, I urge this council to again vote unanimously to protect our people and to stand against the tyranny that we are in by passing this resolution.

Lynn Moorer, Member of the Public said I want to briefly support Councilor Flores' request for having it in writing. As an attorney I know the importance of having the words before you so that you can cross reference to be thorough. Another point is that the public actually needs to have an opportunity to look at it too. This is not proper public notice in terms of providing all of the materials in the agenda packet. I understand the need to amend from time to time but there needed to be a provision so that all the public can have a chance to study this and correct me if I am wrong and I think also Councilor Mattiace also does not have this in front of him to study it. So, I support Councilor Flores' request to have it in writing and put it off for two weeks. I have no comment with respect the substance of what you are talking about but in terms of the manner in which you are doing it I think this is flawed, bringing something that is not been distributed publicly either to the council, the governing body or to the public to be able to study it as part of the entire package.

Brother Joseph Bock, Member of the Public said I am from Holy Cross Retreat Center and I am also a part of the Acompañantes Fronterizos de Esperanza, the Borderland's Companion of Hope. It's a faith-based grass roots initiative founded within our local Las Cruces community that walks with immigrant individuals and families in the borderlands as they navigate the complex immigration system through a compassionate accompaniment. Being with our neighbors in court, detention center visits, spiritual and emotional support, advocacy through witness. We strive to uphold the dignity of each person, especially at a time when many live in fear and uncertainty. Our mission is rooted in hope. In the belief that no one should face the challenges of migration alone. We accompany our neighbors not only to offer practical support but also to build bridges of trust, belonging, mutual respect within our community. Now more than ever it is crucial that the city of Las Cruces stand with our immigrant neighbors. We must draw clear lines between the roles of ICE and our local law enforcement agencies. This is not simply on policy matter. It is a reflection of our shared values as residents of Las Cruces. When our immigrant neighbors live in fear of deportation the entire community suffers. We have heard and felt the pain agony and stress from our neighbors. Families are separated. Trust in law enforcement erodes and public safety is weakened. The proposed Las Cruces welcoming city resolution offers a path forward. It will help make Las Cruces a safer city for all residents by keeping families together, strengthening our communities and rebuilding trust in the local police. Together we can ensure that Las Cruces remains a place where every person feels safe, valued, and at home.

Angel Amabisco, Member of the Public said I am part of the only southwest youth group in New Mexico from Chaparral called New Gen Hope. I stand here in support of this resolution because my faith teaches me that every person is made in the image of God and deserves dignity and compassion. In the Gospel of Matthew, Jesus says "I was a stranger, and you welcomed me". In Leviticus chapter 19, verse 34, it says, "the

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foreigner residing among you must be treated as your native born. Love them for yourself, you were foreigners in Egypt". In Romans chapter 12, verse 13, it says, "share with the Lord's people who are in need, practice hospitality". Now obviously I come here not as some pastor or religious figure. I come as someone who believes that my Catholic faith and our book shares universal truths as to how every human should be treated. In other words, this call is not only for churches but for communities like ours. For anyone wishing to dissolve this resolution, I ask you to please think of your legacy, your background as someone who at one point your own ancestors didn't belong to this country, and they hate and distrust that may ensue as a result of not being a welcoming city. Las Cruces has always been a place where people have come together, that history makes us strong and this resolution continues that legacy by ensuring that no one is excluded because of where they come from. Let us recall that at one point this land belonged to the Manso people, then Spain, then Mexico and now the United States. Borders are meant to be redrawn and challenged. The people, however, remain as humans with shared values and service to give. Don't kneel but stand against President Trump's agenda and his goal to divide communities like ours. As young people we want to grow up in a city that chooses inclusion over division and welcome over fear. This resolution affirms that Las Cruces protects families, respects human rights and lives up to the best values of our faith traditions, hospitality, justice and love for neighbors.

Alondra, Member of the Public said I am a member of New Gen Hope from Chaparral. I support this resolution because it represents justice, fairness, and the welcoming spirit of faith that causes us to live it out. In the book of Leviticus, God reminds his people the stranger who resides with you shall be as one of your own and you should love them as yourself. This resolution is not about politics. It is about protecting families, making sure people feel safe to report crimes and ensuring everyone in Las Cruces is treated with dignity. Our police should focus on keeping our neighborhoods safe not separating families. Our city staff should focus on serving the community not enforcing federal programs that go against our values. Young people like me want to inherit a community that doesn't divide people into us and them but instead recognizes that diversity is part of our identity. Supporting this resolution is saying yes to fairness, to compassion and to the promise that Las Cruces is a place where all of us belong. Thank you for considering the voices of young people who will carry these values forward.

Emilias, Member of the Public said I want to thank you for bringing this resolution forward. I believe it is an important step in reaffirming Las Cruces as a welcoming community. This resolution reflects the best of who you are. It protects the confidentiality of residents present information. It makes sure city resources aren't used to tear families apart and it reminds our immigrant neighbors that they can trust city government to serve them fairly. That trust is essential. When people feel safe, they come forward to report crimes, to participate in school, and strengthen our community. Our city's diversity is not something to fear. It is something to celebrate. Faith traditions across the city tells the same truth that welcoming the stranger is an act of justice and love. From scripture to lived experience we know that when we welcome others we build a stronger, safer, and more compassionate community. By passing this resolution you are reaffirming that Las Cruces is not just a place to live but a place to where people can belong. I urge you to support and to continue leading

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with courage, compassion, and conviction.

Brandon Galinstine, Member of the Public said I am a homeowner in Las Cruces. I am not going to say anything better than these lovely children, kiddos, and youth have been saying. But I am here to just remind you that you are employees of us, the taxpayers. I have heard some people say voting no because they don't feel like it. I think that the outpouring of support for this amendment shows that the community expects it and that a vote no is unacceptable.

Jessica Martinez, Member of the Public said I am an immigration attorney and the Director of Policy and Coalition Building at the New Mexico Immigrant Law Center. NMILC is a non-profit that provides free legal services to immigrants across the state with three offices, one located in Las Cruces, one in Albuquerque, and one in Santa Fe. We have documented multiple incidents of violations of due process, targeting of small businesses, deportation of individuals with legal status and harassment and detainment of our community members including students and DACA recipients. As an immigration attorney I have seen how this fear has impacted our immigrant communities across the state. Right now, there are many families having difficult conversations around family planning if they are separated, detained, and deported. In New Mexico there are 54,500 US citizens living with at least one undocumented family member. There are 30,500 US citizen children living with at least one undocumented parent. If they are separated not only will this cause irreparable harm to families, but this will prevent and impact family members from qualifying for forms of legal status when their children are old enough to help their parents adjust. There is potential that these children could end up in CYFD custody where capacity is already strained. I know as a New Mexican, as a proud daughter of a Mexican immigrant having grown up in Las Cruces, we are a resilient and united community that treats everyone as interictal. Immigrants are our parent's children, siblings, friends, leaders and neighbors. We must continue to do whatever we can to protect our community from harm. Resolution 26-49 will strengthen protections and our commitment to treating everyone equitably regardless of status. I strongly urge the members of this council to pass this resolution. Now more than ever we need your help.

Sylvia Yancy, Member of the Public said I am a resident of District 2. We all see what is happening in communities all across our country right now. People are being kidnapped by federal agents. Documented and undocumented immigrants and even citizens alike. If you have not seen it personally then you can see it online and we know it is happening and if you don't then you are either not paying attention or you're lying. I have seen it personally. ICE and DHS are going after community members, parents, children, and law-abiding individuals not criminals. Voting no today is a vote to sell out a big portion of our community. Immigrants are what make our community strong. Diversity is what makes our community and city strong. LCPD should have no business collaborating with federal agents and has no business dealing with immigration matters. If you ever wondered what you would have done during Nazi Germany, then look at what you would do today. If you give into the threats of the Trump Administration, then we give into fascism. Just know that they will not stop at undocumented immigrants. If you don't care about your immigrant neighbors, then know that if they don't come for you today then they will come for you tomorrow. Please vote yes on this resolution as there is no other option as to vote yes and I am

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frankly disgusted that my City Councilor Mattiace already said that he would vote no on this today.

Sarai Guerrero, Member of the Public said I am a lifelong resident of Las Cruces. My family has called this place home for about as old as I am and that is 24 and when my family immigrated, they were alone. They were jumping from house to house from family members who kind of didn't want them there because of family drama that really is not important until my mother reached out to a random phone number that she saw and my godmother, who eventually became my godmother extended her house, her arms, to my mom and to my father. When they moved into that house and I think they lived there before I was born actually, they only had two trash bags with them and she asked, where is the rest of your furniture? You know like your bed, your bedside table, all of the things? She said we don't have that. We have been sleeping on the ground. She looked at her and said like are you dumb? Get in my car and we are going to go buy stuff. That was my mom's introduction to Las Cruces, a place that she has called home. A place that I have called home and I think to say yes to this resolution would say yes and affirm that Las Cruces is a city based on respect, love, care and faith. And now I have grown and I have lived a long difficult life and I am so lucky that I can work with youth who are our future and in order for them to have a secure and safe future we must ensure that their families aren't separated by these things and I really appreciate you guys taking the time to listen and I hope you say yes for this resolution.

Trent Scribner, Member of the Public said I am a resident of District 1, shout outs to Cassie. I want to open by saying that the migrant crime wave that this is all predicated on is a myth. Undocumented immigrants are less likely than natural born citizens to commit crimes and to all of you today who are feeling wishy washy about voting yes now is not the time to get caught up with bureaucracy. These are unusual times. If you see what is going on in Chicago and you see what is going on in El Paso, man its going on right down the road and you want to put this on hold for two weeks so you can have a talk about language, and I think that is just foolish. I think that it is short-sighted and that now is the time for radical action by our city council to protect the people of Las Cruces from what really is a criminal pera-military organization.

Jeremy Armstrong, Member of the Public said I am a resident of District 2, and I come today representing myself and many other working citizens of Las Cruces and I actually agree that we do need to make Las Cruces a more welcoming city. Currently it does seem as though it is only welcoming to those who wish to obey the law or wish not to be held accountable for their actions. I am not saying just illegal immigrants but all criminals. You go out and talk to the homeless and a lot of them aren't from here and they come because they know they are not going to be held accountable. I am here today because I think Las Cruces is a city with extraordinary potential. A community rich in culture, diversity and opportunity yet to truly thrive we must make Las Cruces a place where our own law-abiding citizens, families, retirees, young people and professionals all feel welcomed. The foundation of a welcoming city begins with public safety. I agree with what a lot of people have said. I don't want LCPD to have to focus on immigration. There is enough problems in our city that they need to focus on. When residents feel safe in their homes the streets and in our parks where we don't have to explain to our kids why there is someone passed out on the

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slide, they are more likely to invest in our neighborhoods, open businesses and participate in civic life. Law abiding citizens should know that Las Cruces and its city council stand for them and with them. At the same time we should make it easier and not harder for residents to start businesses and contribute to our local economy, streamlining permits, improving city responsiveness and ensuring fair and transparent enforcement which will foster pride and trust in local government. Making Las Cruces welcoming to doctors will welcome retirees where they don't feel very welcome. I really urge you to vote to delay this because there is a lot more that needs to be done and there is a lot more people that would feel welcome here if you did this when I didn't have to take off work.

Chantelle Yazzie-Martin, Member of the Public said I am not affiliated with any other organizations, and I came except for the NESW, I am a social worker and I am clinically licensed and this is injustice, and it needs to be addressed. I wanted to offer a different perspective of intersectionality with regard to this resolution of Indigenous people. So you have the Piro Manso Tigua here, you have the Tortugas people here, you have NMSU that has students here from all over the country but also a big portion of that is Indigenous babies and it is not fun to have our Navajo Nation President on speed dial in case me or my husband get stopped at the border, me and my husband are sitting in a parking lot somewhere and there is an immigration officer coming in. We often go to Ysleta Del Sur for health services, and it is right next to that border and I would appreciate and hope that people who have invested in the Indigenous community that they would invest in this resolution and vote yes. You guys are always in different spaces, places, schools, different places where there is babies there. There is Indigenous people where there are photo ops. This is an opportunity for you guys to share that you guys support their safety, that support where you are going to go and have a stance of what kind of city we are. That you can have all the photo ops and talk to each other and you can have the pictures here but this is now a time for action and you guys all know where I stand both personally, professionally and I don't want to see this council vote the way they did and Councilor Flores I am disappointed with this amendment being, ugh I am a little scared about this language. We have talked about different things, and I know it is important to have that but this is really, really a timely manner and it is really important and again not affiliated with anything else. I am a social worker. I am an Indigenous activist.

Alberto Del Campo, Member of the Public said I am a constituent and a member of New Mexico Dream Team. I am here to urge you to vote yes on this resolution and it is also frustrating to hear that some of you have already decided to vote no before even giving a chance to public comment. Yea, you are already deciding that you are going to vote no just because it doesn't flow well with you and I feel obligated to remind you that you are here to serve you constituents. I have been an immigrant for my entire life and I have called this country home for 10 years now. Immigrant communities are not just work horses. We are people, we are families, we are artists, caretakers, dreamers, and builders. Our values for caring for one another's resilience is no less than the backbone of this city. I have seen what happens after family separation, the heartbreak, the trauma, the silence that follows when a family loses a parent, a sibling or a son and I have to ask you guys when will it be enough? Every single aspect of our existence is being weaponized, our access to food, our access to water, to housing, to education and health care. Meanwhile the agencies that

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terrorize, prosecute immigrant families receive more funding, support and power. This country keeps funding the machinery that tears our communities apart while gutting programs that are supposed to keep us safe. Las Cruces has long been a place that promises to stand with immigrants and to lead with compassion and courage. This resolution is a chance to strengthen that promise and to show us our city refuses to be complicit with the criminalization of our neighbors. Please vote yes for this resolution and stand with us. We deserve to be treated with safety and respect.

Renee Beltran, Member of the Public said I am here as a resident of the Las Cruces area for over 30 years and a lifelong New Mexican. I am also here in my role as the New Mexico Civic Engagement Table Coordinator, a coalition of over 45 New Mexico non-profits. I stand here in solidarity with our movement partners and allies who continuously do the work to protect our most vulnerable community members, work I would like to see you take up. I am in full support of this resolution reaffirming the city's commitment to be welcoming to all individuals. We need the courage of this resolution to fully protect an integral part of our population and affirm the human dignity and human rights of fellow dwellers here. It is only right that we further codify these beliefs into laws so that we can protect all residents of this city and preempt any attempts that treat residents here regardless of their documentation status and a lesser fashion. Furthermore, it is imperative that we do this work now so that we can protect our immigrant community from federal policies. To suggest we wait smacks at your own privilege, I am looking at you on the phone Councilor Mattiace. It smacks of your own privilege and your own distance from the urgency and danger that our immigrant communities face. Additionally, there are many other benefits that could follow from this proactive work including greater public safety as vulnerable community members might actually feel safe enough to seek out law enforcement assistance much less the fearmongering that we all experience when we know law enforcement is potentially collaborating with ICE. We might have a stronger economy if families are able to stay together and maintain their established and vital roles in our workforce and establish community structures such as schools, places of worship, places of recreation and fellowship. Las Cruces Council and Mayor, I demand you do the right thing.

Bobbie Green, Member of the Public said I am President of the Dona Ana County NAACP. Again, I thank you for the proclamation earlier today. It does speak to the fierce urgency of now and it is very appropriate given the discussion we are having today about a welcoming city. I am a descendant of a special form of immigration called slavery. My parents were descendant, I am a descendant decedent of slaves. We were brought here against our will but through the fighting, through the civil rights, through the laws, through the standing up. People that stood up for us we are now no longer slaves and so I feel it is our obligation to do the same thing again. History repeats itself and so we have to fight again. We keep fighting, we don't stop fighting because it's not me, no we fight because it is us and so I support, and the NAACP supports this resolution, and I urge you to think about the history and where we come from and where we want to go as city and make this a welcoming place for everyone.

Juan Garcia, Member of the Public said a legal immigrant. Listening to some of the council reenforces my views as some councilors have no regard for law abiding citizens or respect for those immigrants like my parents, myself, and my family and

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millions of others who came to this country legally. There is no reason to change the welcoming resolution. This is nothing more than a political theater designed to prop up a few council members while they support people who broke our country's immigration laws. Yes, this is our laws. These laws whether they be federal or whatever you want to call them, there are our national laws. If you don't like them, change them but don't break them. If they are generally so concerned and afraid maybe they should spend a minute thinking about the real fear law abiding people experience every day in places like Young Park and the other high crime areas of Las Cruces but those residents don't matter to them. They are politically useless. On the other hand, this change if approved which it probably will be good in the sense of unintended consequences. The feds might notice and shine the light on Las Cruces so be careful what you ask for. In closing if federal agents ever need help, I hope LCPD doesn't betray them the way Chicago Police Department allegedly did over politics.

Giovani Hernandez, Member of the Public said I am the proud son of immigrants from Mexico. I am an organizer in my community, and I am the campaign manager for the New Mexico Dream Team, the state's largest youth led immigration advocacy organization, and I do that work here in Las Cruces. Over the years that I have been doing this work in my lived experiences as a child of immigrants I have been able to witness the distance that city government, local government, state government, and federal government creates between immigrant people and its services. My parents would never go to their city hall in Texas, I would have to go for them. I would pay their bills. I would speak with city representatives for them because they were scared. They didn't trust anybody. This resolution will alleviate that fear for many immigrant families in Las Cruces. I urge you to support it. New Mexico Dream Team urges you to support it. The young college-aged students and community residents who I work with every single day urge you to support it. To Mayor Enriquez who believes that this resolution does nothing, I invite him to come with me on a visit to an ICE check-in in El Paso and see what happens whenever the government inputs fear into its people. I want him to witness parents having to write the names of lawyers and phone numbers on their arms while holding their babies because they know they will be taken by immigration. Has he ever seen that or have any of you on the city council ever seen that? And would you be willing to bear witness to it? Pass this resolution and stand with your community.

Heather Smith, Member of the Public said I am the Deputy Director of Bold Futures New Mexico, and I live and work in Las Cruces, born and raised. Our organization works alongside communities across New Mexico to ensure access to reproductive health, support services and policies that affirm dignity and human rights. We stand strongly in favor of this ordinance because it aligns with our values and with the spirit of New Mexico as a welcoming state. We believe that every person should have the chance to live the life they want to live surrounded by a community that supports their health and success with dignity and safety from oppression. This means removing barriers, protecting privacy, it means building systems where care is not dependent on immigration status, income or fear of discrimination. Community health depends on everyone having the ability to make decisions for themselves and access services that they need without intimidation or shame. By passing this ordinance the city affirms our shared values of fairness, compassion, and respect extend to all people.

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We believe that this will strengthen trust, improve health outcomes and send a clear message about our shared values. In New Mexico we welcome everyone, and we work to create an environment where we all can thrive. For those worried that this resolution makes us a target who we are as a minority, majority, democratic led state with immigrant neighbors who sustain our communities every day already makes us a target. This resolution only reaffirms our values and our commitment to Las Cruces.

Gwen Stacy, Member of the Public said I would just like to remind the city council that what ICE is actively doing and why we should support bills like this is that ostensibly by their actions even by reports of former ICE officers is that they do not primarily deport criminals in any way and mass resignations happen because they are disillusioned by the amount of actively non-criminal people that they do deport and arrest. Another thing is that they have on report on many occasions detained people who actually have legal residents without warranted suspicion that they have detained people who are actual citizens and that the current administration is trying to pass amendments to law to essentially legalize racial discrimination, racial profiling in who they arrest. So, I would say that if in any way Las Cruces Police work with ICE they are engaging in racial profiling and criminal behavior. Moreover, those who say that this amendment is not warranted or unnecessary rings hollow and reminds me of the same proponents of back in 1960's that said the Civil Rights Act is useless because there is already a theoretical equality under the Bill of Rights.

Shawna Pfeiffer, Member of the Public said I am not an immigrant so the words that I say don't carry as much weight because I don't have those lived experiences that bring people to our country to seek a better life. I can't imagine the courage and strength it takes to leave everything behind for nothing more than hope. The work that it takes to learn a new language in an unfamiliar culture, the conviction to grow into a country where you are made to feel at times unwelcome. That is the life of a legal immigrant to this country. I have many friends who are not born in America, or their parents were not. All of them are hard workers seeking to better themselves and grateful every day for the chance to become an American citizen, but they are often painted with the same brush with those who come here illegally to take advantage of this country's resources and hospitality, just as this resolution seeks to do. You are lumping the bad in with the good, demeaning the courage of those who sought to come here legally. Scaring them to feel unsafe in a country that has otherwise welcomed them. Criminals are not immigrants and immigrants are not criminals, Illegal immigrants however are criminals, and I urge you to recognize the distinction. This resolution also seeks to malign our police department, your colleagues, those who have chosen the most honorable and arguably the most difficult profession. This resolution says that you feel our Las Cruces Police Department officers already or will absolutely help federal ICE agents in what you have deemed to be nefarious work. I have heard Chief Story tell you at least twice in council chambers that they do not participate in federal immigration affairs and do not even have access to immigration status information of the people they engage with. Why don't you trust him?

Liz Bennett, Member of the Public said I am here to voice my support for Resolution 26-49 making Las Cruces a welcoming city. Our immigrant siblings are the fabric of the land, and community, and culture that was laid here long before imperialist white supremacist capitalism came to claim it as its own. Immigration is an organic process

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built into our natural instincts. It is a human right especially when you have been driven out of your homeland and by US foreign economic policy that starves other nations of their ability to serve their own people. Many immigrants come here hoping to build a life from the work that most Americans are strangers to but all benefit from. They pay taxes and frequent local businesses and rarely commit crimes. That is until their existence itself becomes criminalized. No human deserves to be kidnapped, imprisoned, abused, and disappeared for merely trying to survive to provide for their children. It is a form of civil cancer to think that that kind of treatment is justified. Today the Trump Administration is inviting us to take up the torch of hatred, fear, and greed and is fueling the fire with billions of dollars calling all racists, bigots, and xenophobes and answer the call to join the American gestapo, earn a bonus while tearing families apart, detaining children and erasing identity and humanity all while devastating the US economy. Today the immigrant, tomorrow the activist. I am grateful that this body is moving to strengthen protections for our immigrant siblings. I am grateful for those who find refuge and relief here, choosing to make Las Cruces their home. I am grateful for all the immigrant community has offered our city and when it comes to extra paperwork for the police department, my understanding is that the police are here to protect and serve us all.

Rose, Member of the Public said I live in District 2, and I am here to also talk as part of the welcoming city resolution. I think it is the best foot forward in protecting our immigrant communities especially with ICE being actively present already in Las Cruces and in neighboring towns. The resolution would help keep families together with added protection on personal information and making businesses be more proactive and making sure their employees feel safe to go to work and offering more accessibility and immigration resources and accountability and having transparency of public records of ICE activity and contact with ICE. Overall this resolution would bring relief to families and this will encourage other states and counties to lead by example. Whenever I meet people from different walks of life say that Las Cruces is welcoming and people here are kind and care for each other and it makes me feel good to say that I have grown up here so let's continue that. Vote yes.

Tatiana Prieto, Member of the Public said I am a Policy Advocate with the Americans Civil Liberties Union of New Mexico. I am also a proud descendant of strong Mexican immigrants and a Las Cruces native. I am a resident of District 1. This is where I was raised to reflect the core values of our community of inclusivity, respect, unity and standing up for my neighbors. That is why I along with my organization strongly urge the passage of this welcoming community resolution. It comes at a crucial time as we continue to observe harmful policies that instill fear in our communities and tear families apart. It will proactively support public safety efforts by ensuring that local resources are used for helping our communities instead of wasting our time and resources for unnecessary costly and dangerous political theater. Research shows that cities with welcoming community policies are safer. That is because the safer communities are those where all residents can access the services they need and interact with city authorities without fear along with many advocates in this room we are in strong support of this resolution.

Linley Hornsby, Member of the Public said I am a resident of District 4. I just wanted to uplift some of the things that I am hearing from community and also what I am

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hearing from the council. I am hearing from community that there are safety concerns in Las Cruces, and I just want to sit with the idea that the safety of immigrant communities is tied to the safety of US citizens. So, if our community isn't safe for immigrants, our community is not safe for citizens either, so I really am for this resolution in that it is strengthening protections for our immigrant neighbors, coworkers, and community members and again remembering that the safety of immigrants is not just connected from the safety of US citizens. What I am hearing from council is some concern about amendments not having enough time to review something that you are going to vote on. I think that is valid, thinking about solutions like are there options to give you all copies right now so you can see them? And so procedurally I don't know if it is an option for you all to take a break so that you can look over those or if you have had some time but just thinking of just how urgent this issue is and what I am hearing from the community is that we want to see this pass today. So, I just wanted to urge you all to do what you can in your procedural methodology to look over what needs to be reviewed so that it can actually be voted on today.

Ivan Aragon, Member of the Public said I am strongly in favor of this resolution. In the past year I have seen, the nation has seen that the US government including agencies such as ICE radically push the limits of their own power of authority and with that further abandon ethics. Through the power of independent reporting that has gone on through social media we directly see the way that particularly ICE are conducting themselves which is in a very cruel way. Stalking people down and arresting them in their immigration hearings, going directly to work sites and detaining people. These agents forcing themselves into people's homes without warrants, etcetera. Protecting our community from our federal government is key at the moment because the approach our government is taking to immigration detention right now is not a technical approach, that is clearly shown by the fact the federal government declared immigration enforcement has the right to question those on citizenship on the basis of language and to be frank non-white appearance. That fact that even an Alligator Alcatraz, grey jumpsuits were to distinguish those who had no criminal record despite still being sent to that prison. In a time where many are under the threat of attacks from our own government, this resolution adds a level of stability to all of our lives. Voting in favor of this also represents a push back to the mass government overreach we see. It is a vote of perseverance for mercy and for ethics.

Veteran Chavez, Member of the Public said it has been a while since I have talked to you guys, so I am up here to talk about this issue. I don't have any issue with legal immigration and these people being properly vetted. As a Veteran and a lot of these folks are speaking, they probably don't remember 9/11 and we had a terrorist attack in New York City where innocent Americans lost their lives and for what? For nothing. I had to serve because of that. I had to serve in Kuwait. I had to serve in Afghanistan, and I had to serve in Iraq, and I don't want this to happen again because people aren't being properly vetted. They need to be vetted if they want to come here to the US. It is interesting that the Trump Administration they have all kinds of rhetoric about this whole thing but during the Obama Administration when he was deporting all kinds of immigrants this wasn't a big issue. I was in Honduras in Soto Cano Air Base when immigrants were being returned to Honduras. You come here legally, you are properly vetted and I have no issues. I hope another 9/11 does not happen again on our soil.

Jeffrey Field, Member of the Public said our house is on fire. Time is short, damn the torpedoes. Just do it.

Alejandro Bernal, Member of the Public said I just wanted to remind everybody that there is a huge difference in legal and illegal immigration. In 2023, the United States of America we still have a border here and I believe this was from government data 14 million illegal immigrants crossed into our country. Many of them were not properly vetted and one negative effect of that comes from this is there is indentured servitude that these people go through. They owe a lot of money to the narcos. It is not like they just come over and work. Maybe one good opportunity is to go after employers that are employing illegal immigrants. That could be one thing that could be of benefit which I don't hear anybody talking about ever so maybe focus on that a little bit. Here is another point of the data because there wasn't any proper vetting. I think there were 300,000 children okay that were not properly accounted for and our government has no idea where they are. So indentured servitude, sex slavery. That is what happens to these kids. So, there is real issues at hand here that come about with illegal immigration. In my opinion if we are supporting this then we are also supporting all of that that comes along with it. So, we really need to think about it. You have to look at the data, the after effects, there are consequences to all of this.

Donna Stryker, Member of the Public said I find it interesting that when Project Jupiter was shoved down your throat you didn't have any problem with that, did you? But because they want to shove this down Councilor Flores' throat and she is objecting to it you make fun of her, and you belittle her. Grow up. She asked a very, very good question. In two weeks do you really think they are going to come down on us? Two weeks, that is all she is asked for. She is a bright woman, and you make fun of her and put her down. I was going to say something completely different, but I am appalled of how you are treating a councilor. I don't agree with everything Councilor Flores has ever said but she deserves our respect today as do every person in this group. The fact that you are disrespecting her because she asked a reasonable question. I didn't see those amendments. I would like to see them, and I am pretty smart for a white girl but I would like to see them too and the way you have behaved today is irresponsible. I do not believe this resolution is going to change anything overnight or in the next two weeks. In fact, since 2017 I would like to see the statistics of all the people that were harmed and not welcomed. As the result of the welcoming city resolution in 2017 we have continued to be a welcoming city. Until today when I see disrespect towards one of our councilors. I am very sorry, Councilor Flores. I am sincerely sorry that they were so abusive to you. You did not deserve that when you asked a reasonable request. May we table this for two weeks while I have the time to read it. I think that was a very reasonable request.

Tim Jenkins, Member of the Public said the only truly way we can move forward in a positive direction as a community is when we speak the truth in our hearts and to one another. So, let's be in the truth here. This resolution is not about bringing our community together or helping the underprivileged or protecting the city from a federal threat. It is only about your political agenda that has pushed past the boundary of truth and it is only about a self-serving affirmation for your own political bias agenda and not at all about serving or protecting our community. This resolution just screams loud

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and clear that you refuse to comply with federal agents and are more willing to again tie the hands of law enforcement and prevent them from protecting the very community that they swore an oath to protect. There is not a single soul that I have spoken with that has any issue with immigrants whatsoever. What we do have a problem with is illegals and criminals and we all know and understand that no matter what we get up here and say will ever change your mind that is already made up before you ever hear what we the people say but I have heard here time and time again in council chambers the Chief of Police say loud and clear that their department does not interfere with ICE agents nor do they participate in immigration affairs nor do they have access to immigration information. So, I think my biggest question is, why is it that you refuse to trust the Chief of Police? And why is it that you refuse to comply with federal laws? I think the answer is crystal clear to all of us. It is all about pushing your own political agenda for a quick political step for your own good and not for the better of community. My advice is do you table this resolution and revisit it after the new administration takes office in January.

Ronald Depiazza, Member of the Public said I am a second generation to this country. My wife and I moved to Las Cruces 25 years ago and we were brought up by our parents and grandparents and they told us, obey the laws. Know what is legal and what is not legal. I ask this council to open up their dictionary or go to their iPad that you use now today and look up the definition of what legal and illegal is. When we first came here my wife and I were able to go to church and on our way home from church we could stop at a corner and buy a newspaper. Today there is on that corner somebody asking for money that has a golf cart or a cart from a grocery store that they stole and you people let that go but you, but you did not pay homage to those citizens of Las Cruces who are selling that paper that day. So, look up that definition of legal and illegal. I want to leave you with a couple of quotes. One was from John F. Kennedy, he said "I ask you what can this country do for you? But I also ask you, what can you do for this country?" That is why you became politicians, ran for the office in your representative city of little Las Cruces, New York. The other one is from President Ronald Reagan, he said, "I am here from the government, and I am here to help you". Listen to those words. Put them through your mind and understand what legal is and what illegal is.

Abigail Suitsigong, Member of the Public said I have lived in District 1 since I migrated to America. Thank you for welcoming me, my mom and my brothers. Parks and Recreation welcomed me when it was summertime, and I didn't have much to do. I didn't have that many friends and I was still learning English. I wanted to come up and talk about my appreciation and considering these crucial and very urgent updates in the welcoming community resolution and I am in full support of this resolution. I have already seen it firsthand in our community, the kidnapping of our neighbors. I have already seen it firsthand when children came home without their family. I have already seen it firsthand, children in zipties. Those are our neighbors, and we need to stand up with them so that families are able to live in this community without fear so that children are able grab some food at our Parks and Rec with dignity. Please vote yes today on Resolution 26-049.

Karen Quevedo, Member of the Public said I am here to speak in support of Resolution 26-049. This resolution simply reaffirms the City of Las Cruces

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commitment to creating a quality place to live and work through non-discrimination in all the areas of city government and declares the city a welcoming community. Wonderful, so simple, common sense. No government should be unleashing armed agents of the state to terrorize or kidnap anyone at all including our immigrant friends, relatives and neighbors. I support this resolution because it reinforces the human rights ordinance that Las Cruces adopted as part of its Municipal Code in 1997 and again just codifies the city's commitment of non-discrimination in all areas of government. We should all be supporting this. This is a very simple thing and as it has already said if this makes everyone safer, this supports us all. This is a vital change and update the existing welcoming city resolution given the current terror being rained down from DC on immigrant communities. In particular the Supreme Court's racist ruling last month effectively legalizes racial profiling by granting so-called law enforcement agents the right to kidnap people off California streets based on "how they look, what language they speak, what work they do, or even where they happen to be at". Today's resolution reaffirms that Las Cruces Police Department's General Order 165, which requires equitable and fair treatment of all individuals. It requires that employees provide the same level of policies and policing to every person regardless of their race, ethnicity, color, national origin, language, gender, gender identity, sexual orientation, political affiliation, religion, physical or mental disability, serious medical condition, economic status or similar personal characteristics. I am sorry if that upsets anyone but that sounds really great to me. So, I do ask that you vote in favor of Resolution 26-049. These provisions make everyone safer and should be welcomed by all people who value constitutional, civil, and human rights.

Elise Whitaker, Member of the Public said I am a faith-based organizer for CAFE here in Las Cruces. I was raised in an open, loving, and affirming Christian household. I grew up helping immigrant neighbors from all over the country back in Texas. I grew up helping them farm, cultivate foods so that they could eat food that they were comfortable with in an uncomfortable place. As a Christian I know we are called to welcome and love all. God's love and God's earth is for all. I speak for my churches, my leaders, the United Methodist Church when I say that we want our immigrant neighbors to be welcomed and safe in our community. I know that we are not called to act as the Christian Nationalist are doing right now. From the United Methodist Church I bring you all this reflection. For those who have come fleeing oppression and persecution God help us welcome those who come to dwell among us. For those who have come fleeing hunger and hardship God help us welcome those who have come to dwell among us. For those who have come seeking freedom and opportunity God help us to welcome and love those to dwell among us. Let us remember the words of Christ who said I was hungry, and you gave me food. I was thirsty and you gave me a drink. I was a stranger, and you welcomed me. When Lord were you a stranger that you welcomed among us us? Truly as you did it to one of those of least you did it to me. We welcome the stranger who is us. We welcome the stranger who is you. I urge you to pass this resolution, Amen.

Jim Hoerst, Member of the Public said you need to pass this resolution this meeting otherwise you have to go through all of this next meeting. We hold these truths to be self-evident, that all men are created equal and endowed by their creator with certain inalienable rights and among these rights are life, liberty, and the pursuit of happiness. These words define us. These words not only originate with America, but

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they make

America original. Consider the right to pursue happiness. This right means among other things the right migrate where one has the best prospects for prosperity. Migrants come to America for centuries seeking a better life and generally speaking they found it. That is how we became great. The Declaration of Independence asserts that the government exists to protect human rights. There were humans before there was Americas, Americans. We are Americans because we are humans. If we lose our humanity we lose everything it is to be an American. The right to migrate is as basic as human right. The right seek asylum in America is both an American right and an international right. When there is no practical legal way to migrate then there is no such thing as illegal immigration.

Sierra Admister, Member of the Public said I live in District 2. By the show of claps I think I would be wasting my time to make an argument that immigrants legal or not are humans that deserve rights. So, about this specific resolution I think, especially right now, it is so important to do anything that can show solidarity. Especially for this community and the people that make it up and it has been brought multiple times but our immigrant population being a backbone. So, I just urge you to understand the weight of what good this would do compared to the minor inconvenience of changing a few words because in these cases, I am going to read just a little something. This is from an American citizen in Chicago. I asked agents why were holding me, if I was an American citizen and they said I had to wait until they looked me up. I asked if they had a warrant and if they had a lawyer and they never brought one. It was heartbreaking to watch even if you are not a mother seeing kids coming out butt naked and taken from their mothers. It was horrible. Stuff was everywhere, you could see birth certificates, papers thrown all over. I think we should care about all humans but if you are just worried about American citizens for some reason this could happen to you too, and I think we should just do anything that could prevent this from happening to anybody.

Kim Sarnson, Member of the Public said I am speaking today on behalf of the League of Women Voters of Southern New Mexico. The league believes that all persons regardless of immigration status should receive due process and fair treatment under the law including humane treatment in immigration, administration, and enforcement. Further while immigration policy reforms including a path to legal status remain unachieved the league does not support deporting immigrants who have no history of major and/or violent criminal activity, nor does the league consider illegal reentry a serious crime. In light of our position on immigration the league supports the Las Cruces welcoming resolution. The city's welcoming resolution is consistent with state law that protects governments from sharing sensitive personal information for the purposes of enforcing federal immigration law. Additionally, the league supports the right of the city to direct local law enforcement personnel to perform their duties without the burden of enforcing federal immigration policy. A prohibition on 287G Agreement protects the limited city budget from being diverted to accomplish federal goals. It protects our city from potential liability for civil rights violations like racial profiling. It protects the public trust between our local law enforcement and city residents that is essential for upholding public safety. Finally fundamental constitutional protections of due process and equal protection embodied in our Constitution and Bill of Rights apply to every person regardless of immigration status.

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Everyone in the country is entitled to due process. It is one of the core tenants of our government. For these reasons the League of Women Voters of Southern New Mexico strongly encourages passage of the resolution and asks city council to vote in favor.

Catherine Walkinshaw, Member of the Public said I am here as a business owner in the hospitality industry, and I strongly urge you to pass this resolution as amended and I support the amendments, and I understood them as they were read earlier. From a different perspective I don't think we want to have what is going on in DC and also in Chicago. Right now, people aren't going to restaurants. They are not going to patronize my business, we are losing workers, and I do believe that it needs to be further strengthened as this resolution does because the rhetoric and the practice of immigration crackdown is ramped up significantly since 2017. They have shown that they do not follow due process. They arrest first. People disappear without any information to family members for days at a time and if they are citizens okay yea, we are sorry. So, they arrest first, ask questions later, so we need this and please pass it.

Fred Miller, Member of the Public said I want you to encourage you to vote yes on this resolution with the amendments. The primary effect of this resolution is just to tell the police officers, local law enforcement to just do their own job and not try to do somebody else's job and to leave them free from worrying about where they are trying to help someone else interferes with their job. They can just leave that other job aside and just stick to their own job. Then with regard to the three amendments, it seems that legal representative has spotted some minor problems. He has caught them, he has done his job so just accept his work on those amendments and accept the amendments and the resolutions.

Belinda Robertson, Member of the Public said I am agreeing with the resolution. I am agreeing because for more than 200 years United States are from different immigrants from different parts of the world and the Police Department, I think they have to much work to catch criminals in the cities then go to the public places is what I think and try to see this an immigrant or if it is not an immigrant. The people came from different countries in different times for a better life and I understand but I feel sorry when they try to go to the schools or go the churches. I think that the authorities not should go to the churches or the schools to investigate if the kids are immigrants or in the churches to have immigrants. All of the immigrants that I know came to work on our Mexican and I saw immigrants that are on the streets to ask for money and put kids and they are from Honduras, Nicaragua, or another countries. This is one of the things that I am not agree but if you do the things correctly I think everybody is welcome in New Mexico and then the City of Las Cruces should help the immigrants with legal advice, help to fix the things and do the things correctly because in Hatch they need more people to work in the area of the chile and some of them they don't have the knowledge to have the steps to follow to continue to working because everybody came to work from what I understand. Most of the criminals are from Honduras but not from Mexico.

Fred Huff, Member of the Public said lately I am hearing that Native Americans are claiming that we stole their land. There is no dispute that their lands have been stolen

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or conquered throughout history. Most wars have been fought over the issue of one nation wanting another nation's land or resources. Yes, the pilgrims and other settlers were able to conquer and develop the United States into one of the greatest nations on earth. Why was it so easy for a few invaders who came across the ocean in tiny ships to conquer a land that was inhabited by tens of thousands of native people. That is an easy answer. They were not united. The United States was born with the idea of one people united in one cause and purpose. A culture was developed around this unity and any newcomers were invited to embrace this culture and work to make America even better. Many newcomers who fled third world countries filled with poverty and ruled by gangs and drug cartels have become naturalized citizens. However, some are not embracing the American dream. Instead, they are demanding that Americans embrace a culture they left. Maybe they are not actually fleeing these countries. But are carefully selected agents sent here by the drug cartel to infiltrate our government and destroy the rule of law and culture that make America so great. This resolution introduced and promoted by these agents is a road map for embracing the invasion of drug and human traffickers. Please wake up and vote no on this resolution. Vote no for the citizens that you are elected to represent. Vote no to support law and order. A yes vote says you support the invasion of criminals and drug traffickers and human traffickers. It is time to unite and fight back against the cartels and the agents they sent to infiltrate our society and government.

Lucas Herndon, Member of the Public said I am a resident of District 2. Here we are again. I was here in this room December 2017. Councilor Flores, you were the only member on the council who was there and took a vote on the original one. Mayor Pro Tem Bencomo we were both here in support of it and I am proud to stand here today. Once again and the majority of people of Las Cruces who support this. We don't need policy to make Las Cruces a welcoming place. Las Cruces is a welcoming place. We need policy because it is clear that there are people in this community who are working very hard to convince us that we should be afraid of each other. Last night we held vigil on the plaza. We held vigil for almost two years of genocide as tens and thousands of Palestinians have been killed systematically by the state of Israel and we held vigil because we have so much hurt in our hearts for that happening, but we did it in community with each other. People who have spoken today, people from this country who have moved to this country, people who were brought here by their parents to this country, we held vigil together and you know what while we were on the plaza there was another group of people utilizing the stage to learn a cumbia for their family's quincenera and it was beautiful and their kids rode their bikes and they laughed and they made faces at us and we laughed and we made faces back at them and across the street were people that maybe didn't have homes and it is hard to tell. You might try to make that assumption about them, but they looked hungry, so we shared our food with them and we shared our water with them and then the dancers were out of water and we shared our water with them too because they were thirsty because this is what we do in Las Cruces. It is what we have always done. You will do the right thing today. I know you will. The details can be worked out. Vote yes, thank you.

Councilor Graham said thank you for everyone who came out and voiced your opinions, your passions. I don't know if I have ever been as moved as I have been today listening to comment on a resolution. One thing that I am taking away with me

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as I leave this position shortly is how hard I push against an all or nothing designation about what I am doing. I resent being painted into any kind of corners and I think one thing that really inspired me today was hearing a lot of nuance in the comments I was hearing. I reject the idea that when I vote yes for this resolution it is because I am showing distrust in Las Cruces Police Department. Nothing could be farther from the truth. What I am pushing back against is a federal administration where I am told that we are going after the worst of the worst. That we are going after criminals and I see instead the idea that we combing through taxpayer rolls to try to find people to deport. That we are saying that we are trying to get rid of people who are a drain on our society and instead we are going to jobs sites to pick people up. To say that we have to do immigration the right way, the legal way and that people are being seized at their court appointments as they try to do it the right way and the legal way. So, I just want to be clear where I am coming from with my vote today.

Councilor Corran said thank you for all of you for coming out and speaking today. I really appreciate the thoughtfulness that you brought, that you have brought. So, I couldn't say any of the things better than you can nor do I feel that you should doubt where my radical form of hospitality that many people suggest is questionable judgement comes from. That is that I have the fundamental value that we should treat all people with a deep, deep respect and understanding and welcome them into our lives and into our houses even if you guys want me to get a security camera. I say this as I think the values of Las Cruces are really clear. We welcome families, we love our neighbors, and we care for each other when the going gets rough and what I would say right now is the going is rough. People say to me what can you do, you are an elected leader in our community? The federal government is here to harm us, our people and the reality is not a lot, right? We are in charge of the budget. We are in charge of the ordinances that exist in our city and so this is one place where we can say this ordinance has been well researched, supported by the community, gone through with a fine toothed comb through the legal office. I appreciate you all participation, in this conversation. This is a place where we can do something and fight back against cruelty and if none of those fundamental beliefs that might come from your religion or your upbringing or of your loving your neighbors don't compel you to support Las Cruces and staying welcoming and making it really clearly welcoming. I will make an economic argument which is gross, and I reject that we do this so often in our world but last year the City of Las Cruces budget we took in \$110,676,478 in gross receipts tax from people who buy goods and services in our community. It is estimated that one in four people are living in mixed status homes. That means \$27,669,119 of those dollars came from the very people that we are telling are welcome here and so if you don't care about other humans and if you can't understand why this might come from a place of deep care for our community and deep belief of the idea of being welcoming you should at least acknowledge that our city budget is literally dependent on the people here who feel welcome to participate in our community and they invest in us we have to invest in our community and pass resolutions that fight the cruelty that is so large and so unbelievable that it makes us all feel small but we are not and we can do something and this is something we can do.

Councilor Mattiace said again I am just going by what I believe to be a illegal and legal. I have no objection of immigrants. My wife Wanda Mattiace was an immigrant

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from Indonesia and of course she did through the naturalization process and that is my particular philosophy is that if they're here legally and they are immigrants that I am totally in support of assistance and help and housing and taking care of my neighbor but if they are here illegal then it is not the rule of law. We are actually violating the rule of law and that is what I am strong on and that is where I will stay and I do appreciate all the comment and I understand the compassion from many people that have been voiced today but at the same time I do understand illegal and that is all I have to say and I am ready to vote whenever the council is ready.

Councilor McClure said anyone who had a doubt on how I was going to vote on this should be really reading my column because I wrote, you say don't poke the bear but the bear is already here and I am not going to read too much about it because I don't like this kind of pontificating either but I want to say thank you to some of the people I know here personally and came out and shook, their voices shook when they spoke because I relate to that but it is important that you say these things because it is censorship if we don't and we have to reclaim it and we have to take it as ours and I am just going to say the end of this. When I think about the welcoming city resolution as a city with the fabric of immigration in its soul I see it as a line in the sand, one that affirms who we are as a community.

**Councilor Johana Bencomo moved, seconded by Councilor Becky Corran, to amend Resolution 26-049 with the clause this section will only apply when receiving a request for sensitive personal information that are solely for the purpose of federal immigration enforcement.**

|                  |                                                                                                                                 |
|------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>Carried</b>                                                                                                                  |
| <b>MOVER:</b>    | Councilor Johana Bencomo                                                                                                        |
| <b>SECONDER:</b> | Councilor Becky Corran                                                                                                          |
| <b>AYES:</b>     | Councilor Cassie McClure, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores |
| <b>NAYS:</b>     | Mayor Eric Enriquez and Councilor William Mattiace                                                                              |

**Councilor Johana Bencomo moved, seconded by Councilor Becki Graham, To amend Resolution 26-049 to delete the clause law enforcement including.**

|                  |                                                                                                                                 |
|------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>Carried</b>                                                                                                                  |
| <b>MOVER:</b>    | Councilor Johana Bencomo                                                                                                        |
| <b>SECONDER:</b> | Councilor Becki Graham                                                                                                          |
| <b>AYES:</b>     | Councilor Cassie McClure, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores |
| <b>NAYS:</b>     | Mayor Eric Enriquez and Councilor William Mattiace                                                                              |

**Councilor Becki Graham moved, seconded by Councilor Becky Corran, to approve Resolution No. 26-049 as amended.**

|                  |                                                                                                                                 |
|------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>Carried</b>                                                                                                                  |
| <b>MOVER:</b>    | Councilor Becki Graham                                                                                                          |
| <b>SECONDER:</b> | Councilor Becky Corran                                                                                                          |
| <b>AYES:</b>     | Councilor Cassie McClure, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores |
| <b>NAYS:</b>     | Mayor Eric Enriquez and Councilor William Mattiace                                                                              |

**7.2     RESOLUTION NO. 26-050: A RESOLUTION TO APPROVE THE SUBMISSION OF THREE (3) GRANT APPLICATIONS TO THE NEW**

**MEXICO FINANCE AUTHORITY (NMFA), WATER TRUST BOARD (WTB),  
FOR THE FISCAL YEAR 2026, FOR THREE (3) PROJECTS TOTALING  
\$4,512,820, REQUIRING A CITY MATCH RANGE BETWEEN 10% - 40%  
(MIN \$451,282 - MAX \$1,805,128).**

Gaby Prats, Grants Manager gave the overhead presentation.

Councilor Graham said this is the first time I am seeing a sliding scale on matching. How do they determine it once we get to that point? If we get to that point.

Gaby Prats said if we get to that point they determine that based on how much money they have available and a whole host of determining factors that they do not really explain because it is really complicated. We have never been able to figure out why we always end up on the lower range. But we have to plan for the fact that one day we may end up on the other end.

Councilor Graham asked just to clarify this will be brought back to council with the amount firmed up so that when we are not voting now for some amorphous amount that we don't know? So just making sure that is clear.

Gaby Prats said the process requires that we submit a resolution from city council to allow us to apply.

Councilor Graham asked to get to the application phase?

Gaby Prats said yes. You will see this three times.

**Councilor Becky Corran moved, seconded by Councilor Becki Graham, to Approve Resolution No. 26-050.**

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

**7.3 COUNCIL BILL NO. 26-005; ORDINANCE NO. 3097: AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SUBORDINATE LIEN LOAN AND SUBSIDY AGREEMENT (“LOAN AGREEMENT”) BY AND BETWEEN THE CITY OF LAS CRUCES, NEW MEXICO (“GOVERNMENTAL UNIT”) AND THE NEW MEXICO FINANCE AUTHORITY (“NMFA”), IN THE TOTAL AMOUNT OF FIFTEEN MILLION DOLLARS (\$15,000,000), EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A MAXIMUM REPAYABLE PRINCIPAL AMOUNT OF NO MORE THAN THREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$3,750,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN ELEVEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$11,250,000), FOR THE PURPOSE OF FINANCING THE COSTS**

**OF CONDUCTING A LEAD SERVICE LINE REPLACEMENT PROJECT AND ASSOCIATED ACTIVITIES DIRECTLY CONNECTED TO PLANNING, DESIGNING AND REPLACING OF LEAD SERVICE LINES, INCLUDING AN INVENTORY/SURVEY TO DETERMINE IF LEAD EXISTS IN THE GOVERNMENTAL UNIT'S WATER UTILITY SYSTEM LINES AND SHALL INCLUDE DRINKING WATER FACILITY CONSTRUCTION PROJECT WORK AND REVISIONS NECESSARY TO COMPLETE THE PROJECT AND SUCH OTHER RELATED WORK AND REVISIONS NECESSARY TO COMPLETE THE PROJECT ("PROJECT"), AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE JOINT UTILITY SYSTEM OF THE GOVERNMENTAL UNIT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT; AND AMENDING MASTER ORDINANCE NO. 1593 AS AMENDED BY ORDINANCE NOS. 1250 AND 2837.**

Laura Holguin, Assistant Director of Finance & Interim Treasurer gave the overhead presentation. Councilor Corran asked does this have any implications for rate payers the paying off of this loan? I understand the rate discussions are always ongoing, but I just want to know the direct consequences in case there is something that is related to the rates.

Domonique Rodriguez, Assistant Utilities Director said debt is amortized over time and so the impact that it would have on our rate payers is paying that debt in an amortized way. If we were to pay for this project upfront with rates then that is kind of a cash flow of it which has a larger implication today. So, this allows us to make those debt payments over a twenty- or thirty-year period.

Councilor Corran said rates are going to increase anyway, I guess. This is putting it off in the form of a loan over time versus one time we are investing in this. I just wanted to be clear on what the implications were.

Lynn Moorer, Member of the Public said I have several questions that I would like one or more knowledgeable persons to answer before a vote is taken. First the agreement says the city shall exercise its power of eminent domain if needed. Will the city use eminent domain to investigate piping and if lead is found replace the piping if a property owner does not cooperate? Next, how many lead pipes were assumed to exist in the city's water system when deciding that \$15 million was needed for the lead service line replacement project? How many were assumed to be city owned and how many customer owned? Next, Assistant Utilities Director Clark and Deputy Director of Regulatory Compliance Perez say we don't have a lead pipe problem in Las Cruces. Moreover, Las Cruces Utilities is not using an investigation technique that is highly accurate. I am not confident that when lead pipes are present that the city will find or acknowledge them. What happens to the money when Las Cruces Utilities decides

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there is no lead pipes in the city's water system? Next, the lead service line replacement project is described as including an inventory or survey to determine if lead exists in the city's water utility system lines and drinking water facility construction project worth revisions plus other related work and revisions necessary to complete the project. What specific things could the money be spent on that don't involve replacing lead pipes? Does this agreement allow for the possibility that all funding could be spent by the city without actually replacing any lead pipes? Will the City Inspector General be allowed to conduct oversight regarding this project or has the City Manager banned him from this project as well? What is the time limit for project completion? Lastly, loan and subsidy agreement states in the term sheet that on page A2, disadvantaged status, severely disadvantaged, what does that mean?

Katherine McKinney, Bond Counsel said there was a question related to, is there a potential that all of the funds could be spent on the investigation of the pipes potentially? I don't know details. I don't know the budget and it would be within the project scope and so potentially I don't know the full details of the budget or how the Finance Authority would look at that. There was another question related to the term disadvantaged funding, is it appeared on the term sheet. That is a reference to I think, my understanding of the many factors that go into determining the city's ultimate contribution that it needs to make that what level of disadvantaged the city represents. It is severely disadvantaged so it qualifies for a greater benefit under the loan versus subsidy.

Adrienne Widmer, Utilities Director said in looking through there on the eminent domain, that would definitely be up to city council. If we need to inspect a private property owner's service line, we will need to be able to have the authority to get on their property. If they say no then we will have no choice but to pass on and then go to EPA and ask them what do they expect us to do? So that will be something that if and when we run into that situation we would come to you and we would end up actually utilizing the same type agreements that we use with our Griggs/Walnut Vapor Intrusion projects where we went door to door on those particular ones that we needed to investigate and we would actually get written authorization in order to enter properties for that purpose. I believe the lead pipes that were presumed to exist in the city's water system when asking for the \$15 million staff decided to look on the worst case scenario because if we don't use the money then we don't have to spend the money which then means we don't have to pay back the money but if we don't get enough money and we need more money then that puts us in a difficult situation. So that is where those numbers came from. A question was, what specific things could the money be spent on that don't involve replacing lead pipes? In inventory or the survey. Money would be spent for that. Any kind of construction work on either our side or on the private side for replacement of lines and the other related work associated with it. Which would include the planning and updating maps, getting that stuff turned in to make sure that we pass regulatory requirements. It says, does this agreement allow for the possibility of all funding can be spent by the city without actually replacing any lead pipes? I would say actually yes, but I would say we wouldn't because it is not going to cost \$15 million to go through and actually find that if we find no lead then obviously, we won't be spending \$15 million, just my professional opinion. If the City Inspector General would like to come and take a look at the project while we are doing it, the Inspector General is more than welcome to do

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that. And the time limit for the project completion once we get the okay to get the money, and we sit down and we negotiate with an engineering firm to get this planned out we will get a better idea on the project and so I think they finished. The time limit, we have ten years to complete this project.

**Councilor Becky Corran moved, seconded by Councilor Becki Graham, to Approve Ordinance No. 3097.**

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

**7.4 COUNCIL BILL NO. 26-006; ORDINANCE NO. 3098: AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND SUBORDINATE LIEN LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“NMFA”) AND THE CITY OF LAS CRUCES (THE “BORROWER/GRANTEE”), IN THE TOTAL AMOUNT OF \$3,000,000, INCLUDING A LOAN IN THE AMOUNT OF \$300,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGNING, CONSTRUCTING AND REHABILITATION IMPROVEMENTS TO THE TWO MILLION GALLON TELSHOR TANK, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE SUPER SUBORDINATE LIEN PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET SYSTEM REVENUES OF THE JOINT WATER, WASTEWATER, AND GAS UTILITY SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.**

Laura Holguin, Assistant Director of Finance & Interim Treasurer gave the overhead presentation.

**Councilor Becky Corran moved, seconded by Councilor Becki Graham, to Approve Ordinance No. 3098.**

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

**8. BOARD APPOINTMENTS**

**8.1**

None.

**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. 26-007; ORDINANCE NO. 3099: AN ORDINANCE AMENDING CHAPTER 2, ARTICLE IV, SUBDIVISION XVI. - HISTORIC PRESERVATION COMMITTEE OF THE LAS CRUCES MUNICIPAL CODE (LCMC) TO REFLECT CHANGES FROM REALIZE LAS CRUCES (ORDINANCE NO. 3090).**

Council agreed to bring it forward.

**10. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT**

**10.1 COUNCILOR MCCLURE**

None.

**10.2 COUNCILOR GRAHAM**

Just two quick things, thanks to those who turned out for last Thursday's GRT community input session which was, it was District 3's but yes, we do technically borrow a facility right over the border in District 1. So many thanks to those who came out and participated and just a reminder tomorrow starts early voting so I know it's time and as always, I give the recommendation, download your sample ballot so you don't have any surprises when you get to the polls. I'm looking at mine right now. Mine will be different from yours perhaps but I get to vote for my next city councilor, for City of Las Cruces Municipal Judge, for a school board member, a Soil and Water Supervisor At-large, County GO Bonds, Las Cruces Public School GO Bond and a tax question of buildings tax questions so if your ballot looks like my ballot and you're shrugging your shoulders at any of those things go download your sample and make sure you know what you're looking at when you get there.

**10.3 COUNCILOR CORRAN**

I just want to quickly encourage folks to visit the District 5 Infrastructure Priorities Meeting which is Wednesday, October 8th, at 6:00 p.m., at we don't have a public space right now maybe after borrow Cassie's, we're borrowing it from LCPS at Monte Vista Elementary 6:00 p.m. on Wednesday, October 8th, so please come out.

**10.4 COUNCILOR FLORES**

None.

**10.5 COUNCILOR BENCOMO**

One the most important is that tomorrow October 7th, is District 4's Community

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Meeting at MacArthur Elementary which is a Community School, and I love using that space for my district meeting, so I hope District 4 residents come out to that. It does feel like forever ago from now, but I did want to thank LCPD for inviting us to the graduation. It was really beautiful, really large number of women graduating which was very cool and a lot of LCPD families which I thought was really great as well so thank you for inviting us and then just a couple of things I wanted to say because I just I found it a little bit funny you know that a community member came here you know to talk about having more respectful dialogue, more dialogue that that we should listen and disrespectful and etcetera literally a couple folks later the person that was about then talked about my personal job that I do outside of this job. I do want to remind people which I thought was incredibly disrespectful. I do want to remind people that this job on this side of the Mayor is paid part time and I say pay part time because most of us work this job more than part time but it is paid part time so most of us have other jobs outside of this responsibility and frankly if there is ever a vote that any of us need to recuse ourselves from because there's a conflict of interest we do that otherwise you know you don't pay my bills and so you don't get to have a say in what I do outside of this job and so I just find that deeply disrespectful and then also for anyone who wants to better understand the immigrant legal system from someone who has done it personally more than happy to help educate you on the fact that getting to citizenship is not linear. I always giggle when people say you should have done it the right way because it's like why didn't we think of that before, of course I should have done it the right way. I'm someone who came here the three month visa that we overstayed. I became a undocumented for eight years and then would later get my citizenship when my dad became a citizen. The first time my dad came to United States he was 18 years old and he crossed the desert walking. Many years later he'd be working in Gallup for Native American man during the last time there was an actual pathway to citizenship which was the late 80s, there was an actual amnesty program and he was working for a Native American men in Gallup who petitioned for him and a bunch of the men that he was working with and that's how my dad became a legal permanent resident leading to many years later taking his citizenship exam. My brother and I were under 18 so we automatically plus several \$1000 became citizens, my mom would then have to wait three years in her legal permanent residency status before she could take her citizenship test that she actually took in her oath she took here in Las Cruces so it is not linear. My story of immigration looks very different than Councilor McClure's story of immigration. It looks very different than a lot of other people's story of immigration this nonsense of legal versus illegal is it's just that it is nonsense and would be happy to talk to you about that process from someone who has done it herself.

### **10.6 MAYOR ENRIQUEZ**

I just want to say it has been a while since we have been up here. I just want to say a special thank you to George Pearson and his group that assisted in coordinating the Mayor's Bike Ride a few weeks back and Councilor McClure, thank you for joining in on that with your family and the Ruedas Unidas event that took place. Thank you Community Engagement for doing that.

As far as the board report I just want to mention the recognition of Mesilla Valley Economic Development. They received prestigious award in the partnership, they were with City of Las Cruces Economic Development which was the Blueprint for

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Growth Award of 2025 at the New Mexico Governors Economic Development Conference that just took place so good job to MVEDA and their award.

Also, this past weekend was the Whole Enchilada Softball Tournament, brought in 257 teams from 7 different states, 20 of those teams were local and on the economic value brings in \$1.5 million of GRT just in a weekend. So, kudos to Parks and Rec and everybody that participated in that.

## 11. CITY MANAGER REPORT

### 11.1 IKANI TAUMOEPEAU

I would be remised if I didn't share, we have kudos obviously we have one of the best Housing Departments I would say in the nation and I would ask Natalie to come up and they have been awarded the 2025 Developer of the Year, as you know and there's a video she's going to play. Housing New Mexico has honored the City of Las Cruces, Natalie, Jan, and their awesome team for its leadership in developing Amador Crossing Apartments, a supportive housing project for individuals experiencing at risk of homelessness. Las Cruces was recognized as one of the first local to take on the challenge of directly building housing so without further ado, round of applause please for Natalie, Jan, and our awesome housing team and Natalie if you have any words before like to play the video.

Natalie Green, Housing & Neighborhood Revitalization Administrator said yes, I want to of course I want to thank my incredible staff. They really are the backbone of our little group and the work that we do so they are incredible. They are small but mighty and of course we want to thank council for trusting us and more importantly the voters who voted for the GO Bond and helped us achieve this. So, with that we are going to play our award video which will also be shared on social media later.

Natalie Green played a video.

Natalie Green said short and sweet and fast. It is not everything we are not done with everything in 2025. We already broke ground on Peachtree Canyon II, we did not do the big thing we normally do but we're not done we still have Skylark and a couple of other projects that will come by the end of the year so thank you guys.

Ikani Taumoepeau said thank you Natalie, great job. I think if we were to get all the successes that be an hour long, a few hours of video and content so thank you a lot of great things happening.

I would like to turn the time to Fire, give them some recognition. Last week the Las Cruces Fire Department received a grant to put up 17 people through paramedic class through the FEMA Assistance to Firefighters Grant. This grant covers tuition, books, salaries, overtime, and backfill for our personnel to obtain this critical certification. The amount of the grant is close to half million, thank you Chief Daniels for doing that, you and your crew.

## Agenda Item #5.1.

City Manager's Office this is an update I appreciate Sergio, Sergio is our Policy Analyst, he's there in the back purple suit looking great and dapper but he is tracking Legislative Federal Funding Stabilization Subcommittee. This is a new committee we have tasked them with to really bring to our eyes here in Las Cruces and our council eyes if there's anything happening at the state or federal level federal impacts. The subcommittee was just created in April 2025, and we'll be in Las Cruces to discuss an inventory of federal funds flowing into New Mexico. They will also be discussing the impacts to the state of New Mexico created by new federal funding initiatives specifically HR One better known as the One Big Beautiful Bill. The subcommittee will be meeting on the following days at the following places Monday, October 20th, at NMSU Golf Course, Tuesday, October 21st, Santa Teresa, War Eagles Air Museum, and Wednesday, October 22nd, NMSU Golf Course. A work plan of some of the discussion points is available on the legislative website and this is something that we will have Sergio attend and he will come back and present this to our internal committee that we've created because of you as council have asked us to as staff and we'll present to you in an e-mail after that. Just wanted to keep you apprised.

Quality of Life, Senior Programs recreation staff are preparing for the Annual Halloween Dance scheduled for Saturday, October 18th, from 4 to 7 p.m. at the Munson Center.

Additionally the Moonlight at the Museum's event is scheduled for Friday, October 10th, starting at 5:00 p.m. Visitors will be able to see our new children's exhibit pieces installed throughout the museums of nature and science and last from Quality of Life, the Curators of the Lost Art Scavenger Hunt sponsored by Public Art is launched and ready for explorers go to the city's website for information on how to win prizes by solving lost art clues and be eligible to win the art covenant grand prize by the end of October.

We appreciate those that have attended our GRT public comment and community town halls for the public infrastructure to allocate GRT funds for capital infrastructure and maintenance. We appreciate Sara Gonzales, Cynthia Alamillo, Community Engagement, Catrina and our Communications team and all departments who have been there to support this. We have three public meetings left District 4,5 and 6. District 4 will be held October 7th, tomorrow, MacArthur Elementary School 6 to 7, all the meetings are at 6:00 to 7:00. So just one hour. District 5 October 8th, Monta Vista Elementary School, 6:00 to 7:00 p.m. and District 6 on October 9th, at the Dona Ana Community College East Mesa Campus 6:00 to 7:00 p.m.

We have just an update to council. You may have seen I believe it's Dr. Warren, it was a public comment asking about how to improve the quality of our sidewalks. I appreciate David Sedillo connecting with him outside just wanted to let you know that he did give that to our Public Works Department to see what they could do with that so just wanted to give you guys an FYI.

We have Parks and Rec, Friday, October 10th, will be the family friendly Planting Day for the hands-on planting activity plant seeds for winter garden and learn about small gardening projects. Join us at the Pioneer Woman's Park from 1 through 6 p.m. From Parks and Rec, Thursday, October 16th, will be the Graffiti Hertz Awareness

Agenda Item #5.1.

Information event at the WIA building. Learn about what the city does to eradicate graffiti throughout the city and how you can help by reporting to our communities Ask Las Cruces app and last from Parks and Rec. Saturday, October 18th, the KLCB will once again host a monthly Neighborhood Dumpster Day from 8 a.m. to noon or until containers are full. Bring your trash junk and yard waste to any of the following locations free of charge, Apodaca Park, Young Park, Frank O'Brien Papen Community Center, and East Mesa Recreation Center.

For Community Development, excited to share that Realized Las Cruces will be featured as at one of the breakout sessions at this year's New Mexico Chapter of the American Planning Association Annual Conference in Taos. This session is titled, Yes in My Backyard: Las Cruces Path to a More Inclusive Code and will be 11 a.m., Friday, November 14th.

Also, the second to last City Hall is lit up pink from October 1st through 15th for Breast Cancer Awareness and lit purple from October 16th through 30th for Domestic Violence Awareness and last the micro surfacing project will be done on 14 streets with a total cost of \$1.3 million as part of the Annual Pavement Management Program under PCI improvements. Work started today and is estimated to be completed by mid-November.

12. ADJOURNMENT

12.1

**Councilor Johana Bencomo moved, seconded by Councilor Yvonne Flores, to adjourn at 5:22 p.m.**

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

\_\_\_\_\_  
Mayor

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



26-058

# City Council Action and Executive Summary

Type of Action:  
☒ Resolution  
☐ Ordinance  
☐ TIDD Resolution

|              |                                                                                                                                                                                                           |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| District:    | <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input checked="" type="checkbox"/> N/A |
| 1st Reading: | Adopted: November 3, 2025                                                                                                                                                                                 |
| Drafter:     | Christine Rivera                                                                                                                                                                                          |
|              | Department: City Manager's Office                                                                                                                                                                         |
| Title:       | A RESOLUTION ESTABLISHING DATES FOR HOLIDAY OBSERVANCE FOR CITY EMPLOYEES IN 2026.                                                                                                                        |

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

**PURPOSE(S) OF ACTION:**  
To approve a holiday schedule for employees in 2026.

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**  
On an annual basis, the City Council determines the schedule of holidays to be taken by City employees. On February 19, 2008, City Council amended the holiday schedule to include an additional holiday after Christmas Day and calling the additional day a "Winter Holiday." On June 17, 2021, President Joe Biden signed legislation making Juneteenth (June 19th) a Federal Holiday, the first since Martin Luther King, Jr. Day in 1983. On October 11, 2021, President Joe Biden began yearly proclamations declaring Indigenous Peoples' Day.

The attached Exhibit "A" reflects the proposed holidays for 2026. The Federal Government approved eleven (11) holidays for 2025, the State of New Mexico approved eleven (11) holidays for 2024, and Dona Ana County approved fourteen (14) holidays for observance in 2024. If approved, City of Las Cruces employees would be granted thirteen (13) paid holidays in 2026.

**SUPPORT INFORMATION:**  
[Exhibit "A" - Holiday Schedule 2026](#)  
[Attachment "A" - Federal](#)  
[Attachment "B" - State](#)  
[Attachment "C" - County](#)

**PLAN(S):**  
None

**COMMITTEE/BOARD REVIEW:**  
None

**DOES THIS AMEND THE BUDGET?:**  
☐ Yes  
☒ No

Agenda Item #6.1.

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

☐ Yes

☒ No

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve the Resolution and the proposed holiday schedule for 2026.
2. Vote "No"; this will not approve the Resolution and the proposed holidays for City employees, and all offices will remain open.
3. Vote to "Amend"; this could change the number of observed holidays.
4. Vote to "Table"; this could delay the planning for other departments.

**RESOLUTION 26-058**

**A RESOLUTION ESTABLISHING DATES FOR HOLIDAY OBSERVANCE FOR CITY EMPLOYEES IN 2026.**

The City Council is informed that:

**WHEREAS**, the City of Las Cruces observes and entitles its employees to thirteen (13) holidays per year.

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

**(I)**

**THAT** the days of observance as listed on attached Exhibit "A", 2026 Holiday Schedule, be authorized and observed for the period beginning January 2, 2026 and ending January 1, 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

\_\_\_\_\_  
Mayor

ATTEST:

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

**Moved by:**

**Seconded by:**

**AYES**

**NAYS**



2026 Holiday Schedule

|                              |                               |
|------------------------------|-------------------------------|
| Monday, January 19, 2026     | Martin Luther King’s Birthday |
| Monday, February 16, 2026    | President’s Day               |
| Monday, May 25, 2026         | Memorial Day                  |
| Friday, June 19, 2026        | Juneteenth                    |
| Friday, July 3, 2026         | Independence Day              |
| Monday, September 7, 2026    | Labor Day                     |
| Monday, October 12, 2026     | Indigenous People’s Day       |
| Wednesday, November 11, 2026 | Veteran’s Day                 |
| Thursday, November 26, 2026  | Thanksgiving Day              |
| Friday, November 27, 2026    | Thanksgiving Holiday          |
| Thursday, December 24, 2026  | Winter Holiday                |
| Friday, December 25, 2026    | Christmas Day                 |
| Friday, January 1, 2027      | New Year’s Day                |

# FEDERAL HOLIDAYS

## 2026

2026 Holiday Schedule

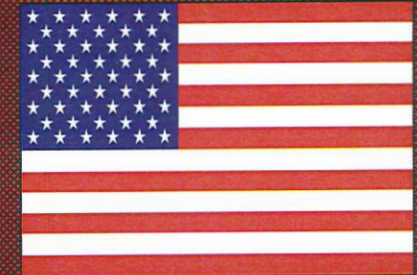
| Date                   | Holiday                              |
|------------------------|--------------------------------------|
| Thursday, January 01   | New Year's Day                       |
| Monday, January 19     | Birthday of Martin Luther King, Jr.  |
| Monday, February 16 *  | Washington's Birthday                |
| Monday, May 25         | Memorial Day                         |
| Friday, June 19        | Juneteenth National Independence Day |
| Friday, July 03 **     | Independence Day                     |
| Monday, September 07   | Labor Day                            |
| Monday, October 12     | Columbus Day                         |
| Wednesday, November 11 | Veterans Day                         |
| Thursday, November 26  | Thanksgiving Day                     |
| Friday, December 25    | Christmas Day                        |

The following list contains the state holidays recognized by New Mexico.

| HOLIDAY                             | DATE                     |
|-------------------------------------|--------------------------|
| New Year's Day                      | January 1                |
| Martin Luther King, Jr. Birthday    | 3rd Monday in January    |
| Washington's and Lincoln's Birthday | 3rd Monday in February   |
| Memorial Day                        | Last Monday in May       |
| Independence Day                    | July 4                   |
| Labor Day                           | 1st Monday in September  |
| Indigenous Peoples' Day             | 2nd Monday in October    |
| Veterans Day / Armistice Day        | November 11              |
| Thanksgiving Day                    | 4th Thursday in November |
| Christmas Day                       | December 25              |



# DOÑA ANA COUNTY EMPLOYEE CALENDAR 2025



## January

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    |    |    | 1  | 2  | 3  | 4  |
| 5  | 6  | 7  | 8  | 9  | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 |    |

## February

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    |    |    |    |    |    | 1  |
| 2  | 3  | 4  | 5  | 6  | 7  | 8  |
| 9  | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 |    |

## March

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    |    |    |    |    |    | 1  |
| 2  | 3  | 4  | 5  | 6  | 7  | 8  |
| 9  | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 |    |    |    |    |    |

## April

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    |    | 1  | 2  | 3  | 4  | 5  |
| 6  | 7  | 8  | 9  | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 |    |    |    |

## May

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    |    |    |    | 1  | 2  | 3  |
| 4  | 5  | 6  | 7  | 8  | 9  | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

## June

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 |    |    |    |    |    |

## July

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    |    | 1  | 2  | 3  | 4  | 5  |
| 6  | 7  | 8  | 9  | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 |    |    |

## August

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    |    |    |    |    | 1  | 2  |
| 3  | 4  | 5  | 6  | 7  | 8  | 9  |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 |    |    |    |    |    |    |

## September

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    | 1  | 2  | 3  | 4  | 5  | 6  |
| 7  | 8  | 9  | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 |    |    |    |    |

## October

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    |    |    | 1  | 2  | 3  | 4  |
| 5  | 6  | 7  | 8  | 9  | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 |    |

## November

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    |    |    |    |    |    | 1  |
| 2  | 3  | 4  | 5  | 6  | 7  | 8  |
| 9  | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 |    |    |    |    |    |    |

## December

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    | 1  | 2  | 3  | 4  | 5  | 6  |
| 7  | 8  | 9  | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 |    |    |    |



Pay Day



Pay Period End



Observed Holiday



New Hire Orientation



26-059

# City Council Action and Executive Summary

Type of Action:  
☒ Resolution  
☐ Ordinance  
☐ TIDD Resolution

|              |                                                                                                                                                                                                           |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| District:    | <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input checked="" type="checkbox"/> N/A |
| 1st Reading: | Adopted: November 3, 2025                                                                                                                                                                                 |
| Drafter:     | Gaby Prats                                                                                                                                                                                                |
|              | Department: Financial Services                                                                                                                                                                            |
| Title:       | A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS AND BUDGET ADJUSTMENTS 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 budget adjustments through an amendment to 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.

City staff has also prepared budget adjustments for the fiscal year starting July 1, 2025, through June 30, 2026. The adjustment consists of funding to meet the demands of a growing community and align budgets for effective and efficient City of Las Cruces operations.

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

**SUPPORT INFORMATION:**

- [Exhibit "A" - Fund Summaries 10-21-25](#)
- [Attachment "A" - Grant Listing](#)
- [Attachment "B" - ED - FY26 Local Government Planning Fund NMFA Award Letter](#)
- [Attachment "C" - LRU - FY26 Airport Infrastructure Grant \(AIG\) FAA Fully Executed Agreement](#)
- [Attachment "D" - QOL-S - FY26 NMAAA Title III Fully Executed Grant Agreement](#)
- [Attachment "E" - QOL-S - FY26 NMAAA NSIP Fully Executed Agreement](#)

Agenda Item #6.2.

[Attachment "F" - Adjustment Listing 11-03-2025](#)

**PLAN(S):**

Elevate Las Cruces

**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:**

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 and budget adjustments as presented and amend the City's FY2026 Budget.
2. Vote "No"; this will not approve the Resolution to accept the grant awards or budget adjustments 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 as well as the prepared budget adjustments 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 26-059**

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS AND BUDGET ADJUSTMENTS 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; and

**WHEREAS**, 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 consists of funding to meet the demands of a growing community and to align budgets for effective and efficient City of Las Cruces operations; and

**WHEREAS**, this adjustments 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 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.

**(I)**

**THAT** the FY2026 budget adjustment as indicated in Attachment "F", attached hereto and made a part of this Resolution, are hereby approved.

**(III)**

**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<br>GENERAL FUND<br>2025-26 |                     |                  |                     |
|-----------------------------------------|---------------------------------|---------------------|------------------|---------------------|
|                                         | Original Budget                 | Amended Budget      | Req. Adjustment  | Adjusted Budget     |
| <b>RESOURCES</b>                        |                                 |                     |                  |                     |
| Beginning Balance                       | \$ 76,170,624                   | 0                   | 0                | 76,170,624          |
| <b>Revenues</b>                         |                                 |                     |                  |                     |
| Municipal Gross Receipts Tax            | 55,085,239                      | 55,085,239          | 0                | 55,085,239          |
| Public Safety Gross Receipts Tax        | 4,880,700                       | 4,880,700           | 0                | 4,880,700           |
| Hold Harmless Replacement GRT           | 17,000,000                      | 17,000,000          | 0                | 17,000,000          |
| State-Shared Gross Receipts Tax         | 50,825,436                      | 50,825,436          | 0                | 50,825,436          |
| Environmental Gross Receipts Tax        | 2,259,525                       | 2,259,525           | 0                | 2,259,525           |
| County Environmental Gross Receipts Tax | 0                               | 0                   | 0                | 0                   |
| Internet Sales Gross Receipts Tax       | 21,000                          | 21,000              | 0                | 21,000              |
| Gasoline Tax                            | 0                               | 0                   | 0                | 0                   |
| Cannabis Excise Tax                     | 750,000                         | 750,000             | 0                | 750,000             |
| Lodgers Tax                             | 0                               | 0                   | 0                | 0                   |
| Property Taxes                          | 14,957,286                      | 14,957,286          | 0                | 14,957,286          |
| Payment In Lieu of Property Tax         | 817,771                         | 817,771             | 0                | 817,771             |
| Franchise Fees                          | 2,595,000                       | 2,595,000           | 0                | 2,595,000           |
| Payment In Lieu of Franchise Fees       | 1,446,584                       | 1,446,584           | 0                | 1,446,584           |
| Licenses, Fees & Permits                | 3,250,210                       | 3,250,210           | 0                | 3,250,210           |
| Convention Center Fee                   | 0                               | 0                   | 0                | 0                   |
| Auto License - State Shared             | 0                               | 0                   | 0                | 0                   |
| Fines & Forfeitures                     | 120,750                         | 120,750             | 0                | 120,750             |
| Charges For Services                    | 7,186,977                       | 7,873,532           | 0                | 7,873,532           |
| Natural Gas Sales - Commodity           | 0                               | 0                   | 0                | 0                   |
| Motor Pool Maintenances Charges         | 0                               | 0                   | 0                | 0                   |
| Fuel Charges                            | 0                               | 0                   | 0                | 0                   |
| Intergovernmental                       | 5,133,474                       | 5,133,474           | 0                | 5,133,474           |
| Investment Income                       | 0                               | 0                   | 0                | 0                   |
| Miscellaneous Revenues                  | 190,746                         | 190,746             | 0                | 190,746             |
| Federal Grants                          | 0                               | 0                   | 0                | 0                   |
| State Grants                            | 0                               | 0                   | 0                | 0                   |
| Local Grants                            | 0                               | 0                   | 0                | 0                   |
| Debt Service                            | 0                               | 0                   | 0                | 0                   |
| <b>Total Revenues</b>                   | <b>166,520,698</b>              | <b>167,207,253</b>  | <b>0</b>         | <b>167,207,253</b>  |
| <b>TOTAL RESOURCES</b>                  | <b>\$ 242,691,322</b>           | <b>167,207,253</b>  | <b>0</b>         | <b>243,377,877</b>  |
| <b>Expenditures</b>                     |                                 |                     |                  |                     |
| General Government                      | 5,691,810                       | 5,691,810           | 0                | 5,691,810           |
| Legislative                             | 625,652                         | 625,652             | 0                | 625,652             |
| Municipal Court                         | 2,078,721                       | 2,078,721           | 0                | 2,078,721           |
| City Manager-300                        | 9,449,936                       | 9,654,420           | 0                | 9,654,420           |
| Legal                                   | 2,695,452                       | 2,695,452           | 0                | 2,695,452           |
| Las Cruces Police Department            | 41,095,936                      | 41,069,046          | 0                | 41,069,046          |
| Las Cruces Fire Department              | 31,139,578                      | 31,539,042          | 999,382          | 32,538,424          |
| Utilities                               | 0                               | 0                   | 0                | 0                   |
| Economic Development                    | 5,778,336                       | 5,943,697           | 0                | 5,943,697           |
| Internal Audit                          | 0                               | 0                   | 0                | 0                   |
| Assistant City Manager-400              | 0                               | 0                   | 0                | 0                   |
| Human Resources                         | 3,333,275                       | 3,333,275           | 0                | 3,333,275           |
| Financial Services                      | 7,963,871                       | 7,963,871           | 0                | 7,963,871           |
| Information Technology                  | 7,541,061                       | 8,584,506           | 0                | 8,584,506           |
| Fleet                                   | 0                               | 0                   | 0                | 0                   |
| Assistant City Manager-500              | 1,198,769                       | 1,198,769           | 0                | 1,198,769           |
| Parks & Recreation                      | 20,374,203                      | 20,754,100          | 0                | 20,754,100          |
| Community Development                   | 6,713,019                       | 5,920,316           | 0                | 5,920,316           |
| Quality of Life                         | 11,320,216                      | 11,392,334          | (638,758)        | 10,753,576          |
| Public Works                            | 18,314,952                      | 18,375,289          | 0                | 18,375,289          |
| Legislative Reserve                     | 0                               | 0                   | 0                | 0                   |
| <b>Total Expenditures</b>               | <b>\$ 175,314,787</b>           | <b>176,820,300</b>  | <b>360,624</b>   | <b>177,180,924</b>  |
| <b>Other Resources</b>                  |                                 |                     |                  |                     |
| Operating Transfers In                  | 0                               | 0                   | 0                | 0                   |
| Operating Transfers Out                 | (34,631,452)                    | (34,631,452)        | 0                | (34,631,452)        |
| <b>Total Other Resources</b>            | <b>\$ (34,631,452)</b>          | <b>(34,631,452)</b> | <b>0</b>         | <b>(34,631,452)</b> |
| Accrual Adjustments                     | 0                               | 0                   | 0                | 0                   |
| <b>ENDING BALANCE</b>                   | <b>\$ 32,745,083</b>            | <b>(44,244,499)</b> | <b>(360,624)</b> | <b>31,565,501</b>   |
| <b>Required Reserve:</b>                |                                 |                     |                  |                     |
| State Required 1/12th                   | 14,609,566                      | 14,735,025          | 30,052           | 14,765,077          |
| Local CLC 1/12th                        | 14,609,566                      | 14,735,025          | 30,052           | 14,765,077          |
| <b>AVAILABLE BALANCE</b>                | <b>\$ 3,525,951</b>             | <b>(73,714,549)</b> | <b>(420,728)</b> | <b>2,035,347</b>    |

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

**Exhibit "A"**

|                                         | 2100<br>SPECIAL REVENUE REIMB GRANTS<br>2025-26 |                   |                  |                   |
|-----------------------------------------|-------------------------------------------------|-------------------|------------------|-------------------|
|                                         | Original Budget                                 | Amended Budget    | Req. Adjustment  | Adjusted Budget   |
| <b>RESOURCES</b>                        |                                                 |                   |                  |                   |
| Beginning Balance                       | \$ 249,231                                      | 0                 | 0                | 249,231           |
| <b>Revenues</b>                         |                                                 |                   |                  |                   |
| 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                                         | 182,000           | 25,500           | 207,500           |
| Federal Grants                          | 9,229,523                                       | 4,891,400         | 256,514          | 5,147,914         |
| State Grants                            | 4,573,536                                       | 17,615,430        | 148,374          | 17,763,804        |
| Local Grants                            | 0                                               | 805,000           | 0                | 805,000           |
| Debt Service                            | 0                                               | 0                 | 0                | 0                 |
| <b>Total Revenues</b>                   | <b>13,985,059</b>                               | <b>23,493,830</b> | <b>430,388</b>   | <b>23,924,218</b> |
| <b>TOTAL RESOURCES</b>                  | <b>\$ 14,234,290</b>                            | <b>23,493,830</b> | <b>430,388</b>   | <b>24,173,449</b> |
| <b>Expenditures</b>                     |                                                 |                   |                  |                   |
| General Government                      | 0                                               | 0                 | 0                | 0                 |
| Legislative                             | 0                                               | 0                 | 0                | 0                 |
| Municipal Court                         | 0                                               | 0                 | 0                | 0                 |
| City Manager-300                        | 5,768,725                                       | 13,261,056        | 0                | 13,261,056        |
| Legal                                   | 0                                               | 0                 | 0                | 0                 |
| Las Cruces Police Department            | 1,581,852                                       | 1,259,753         | 0                | 1,259,753         |
| Las Cruces Fire Department              | 568,628                                         | 1,313,759         | 0                | 1,313,759         |
| Utilities                               | 194,431                                         | 0                 | 0                | 0                 |
| Economic Development                    | 2,869,028                                       | 2,869,028         | 100,000          | 2,969,028         |
| Internal Audit                          | 0                                               | 0                 | 0                | 0                 |
| Assistant City Manager-400              | 0                                               | 0                 | 0                | 0                 |
| Human Resources                         | 0                                               | 0                 | 0                | 0                 |
| Financial Services                      | 144,821                                         | 1,157,615         | 0                | 1,157,615         |
| Information Technology                  | 0                                               | 0                 | 0                | 0                 |
| Fleet                                   | 0                                               | 0                 | 0                | 0                 |
| Assistant City Manager-500              | 512,694                                         | 1,148,866         | 0                | 1,148,866         |
| Parks & Recreation                      | 446,219                                         | 834,064           | 0                | 834,064           |
| Community Development                   | 400,000                                         | 400,000           | 0                | 400,000           |
| Quality of Life                         | 1,447,022                                       | 938,000           | 663,439          | 1,601,439         |
| Public Works                            | 51,638                                          | 51,638            | 0                | 51,638            |
| Legislative Reserve                     | 0                                               | 0                 | 0                | 0                 |
| <b>Total Expenditures</b>               | <b>\$ 13,985,058</b>                            | <b>23,233,779</b> | <b>763,439</b>   | <b>23,997,218</b> |
| <b>Other Resources</b>                  |                                                 |                   |                  |                   |
| Operating Transfers In                  | 0                                               | 0                 | 0                | 0                 |
| Operating Transfers Out                 | 0                                               | 0                 | 0                | 0                 |
| <b>Total Other Resources</b>            | <b>\$ 0</b>                                     | <b>0</b>          | <b>0</b>         | <b>0</b>          |
| Accrual Adjustments                     | 0                                               | 0                 | 0                | 0                 |
| <b>ENDING BALANCE</b>                   | <b>\$ 249,232</b>                               | <b>260,051</b>    | <b>(333,051)</b> | <b>176,231</b>    |

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

Exhibit "A"

|                                         | 4106<br>PUBLIC PARK DEVELOPMENT<br>2025-26 |                    |                    |                  |
|-----------------------------------------|--------------------------------------------|--------------------|--------------------|------------------|
|                                         | Original Budget                            | Amended Budget     | Req. Adjustment    | Adjusted Budget  |
| <b>RESOURCES</b>                        |                                            |                    |                    |                  |
| Beginning Balance                       | \$ 5,430,771                               | 0                  | 0                  | 5,430,771        |
| <b>Revenues</b>                         |                                            |                    |                    |                  |
| Municipal Gross Receipts Tax            | 0                                          | 0                  | 0                  | 0                |
| Public Safety Gross Receipts Tax        | 0                                          | 0                  | 0                  | 0                |
| Hold Harmless Replacement GRT           | 0                                          | 0                  | 0                  | 0                |
| State-Shared Gross Receipts Tax         | 0                                          | 0                  | 0                  | 0                |
| Environmental Gross Receipts Tax        | 0                                          | 0                  | 0                  | 0                |
| County Environmental Gross Receipts Tax | 0                                          | 0                  | 0                  | 0                |
| Internet Sales Gross Receipts Tax       | 0                                          | 0                  | 0                  | 0                |
| Gasoline Tax                            | 0                                          | 0                  | 0                  | 0                |
| Cannabis Excise Tax                     | 0                                          | 0                  | 0                  | 0                |
| Lodgers Tax                             | 0                                          | 0                  | 0                  | 0                |
| Property Taxes                          | 0                                          | 0                  | 0                  | 0                |
| Payment In Lieu of Property Tax         | 0                                          | 0                  | 0                  | 0                |
| Franchise Fees                          | 0                                          | 0                  | 0                  | 0                |
| Payment In Lieu of Franchise Fees       | 0                                          | 0                  | 0                  | 0                |
| Licenses, Fees & Permits                | 1,440,622                                  | 1,440,622          | 0                  | 1,440,622        |
| Convention Center Fee                   | 0                                          | 0                  | 0                  | 0                |
| Auto License - State Shared             | 0                                          | 0                  | 0                  | 0                |
| Fines & Forfeitures                     | 0                                          | 0                  | 0                  | 0                |
| Charges For Services                    | 0                                          | 0                  | 0                  | 0                |
| Natural Gas Sales - Commodity           | 0                                          | 0                  | 0                  | 0                |
| Motor Pool Maintenances Charges         | 0                                          | 0                  | 0                  | 0                |
| Fuel Charges                            | 0                                          | 0                  | 0                  | 0                |
| Intergovernmental                       | 0                                          | 0                  | 0                  | 0                |
| Investment Income                       | 0                                          | 0                  | 0                  | 0                |
| Miscellaneous Revenues                  | 0                                          | 0                  | 0                  | 0                |
| Federal Grants                          | 0                                          | 0                  | 0                  | 0                |
| State Grants                            | 0                                          | 0                  | 0                  | 0                |
| Local Grants                            | 0                                          | 0                  | 0                  | 0                |
| Debt Service                            | 0                                          | 0                  | 0                  | 0                |
| <b>Total Revenues</b>                   | <b>1,440,622</b>                           | <b>1,440,622</b>   | <b>0</b>           | <b>1,440,622</b> |
| <b>TOTAL RESOURCES</b>                  | <b>\$ 6,871,393</b>                        | <b>1,440,622</b>   | <b>0</b>           | <b>6,871,393</b> |
| <b>Expenditures</b>                     |                                            |                    |                    |                  |
| General Government                      | 0                                          | 0                  | 0                  | 0                |
| Legislative                             | 0                                          | 0                  | 0                  | 0                |
| Municipal Court                         | 0                                          | 0                  | 0                  | 0                |
| City Manager-300                        | 0                                          | 0                  | 0                  | 0                |
| Legal                                   | 0                                          | 0                  | 0                  | 0                |
| Las Cruces Police Department            | 0                                          | 0                  | 0                  | 0                |
| Las Cruces Fire Department              | 0                                          | 0                  | 0                  | 0                |
| Utilities                               | 0                                          | 0                  | 0                  | 0                |
| Economic Development                    | 0                                          | 0                  | 0                  | 0                |
| Internal Audit                          | 0                                          | 0                  | 0                  | 0                |
| Assistant City Manager-400              | 0                                          | 0                  | 0                  | 0                |
| Human Resources                         | 0                                          | 0                  | 0                  | 0                |
| Financial Services                      | 0                                          | 0                  | 0                  | 0                |
| Information Technology                  | 0                                          | 0                  | 0                  | 0                |
| Fleet                                   | 0                                          | 0                  | 0                  | 0                |
| Assistant City Manager-500              | 0                                          | 0                  | 0                  | 0                |
| Parks & Recreation                      | 5,652,921                                  | 4,505,263          | 2,000,000          | 6,505,263        |
| 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                |
| <b>Total Expenditures</b>               | <b>\$ 5,652,921</b>                        | <b>4,505,263</b>   | <b>2,000,000</b>   | <b>6,505,263</b> |
| <b>Other Resources</b>                  |                                            |                    |                    |                  |
| Operating Transfers In                  | 0                                          | 0                  | 0                  | 0                |
| Operating Transfers Out                 | 0                                          | 0                  | 0                  | 0                |
| <b>Total Other Resources</b>            | <b>\$ 0</b>                                | <b>0</b>           | <b>0</b>           | <b>0</b>         |
| Accrual Adjustments                     | 0                                          | 0                  | 0                  | 0                |
| <b>ENDING BALANCE</b>                   | <b>\$ 1,218,472</b>                        | <b>(3,064,641)</b> | <b>(2,000,000)</b> | <b>366,130</b>   |

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

Exhibit "A"

|                                         | 5010<br>AIRPORT<br>2025-26 |                  |                 |                  |
|-----------------------------------------|----------------------------|------------------|-----------------|------------------|
|                                         | Original Budget            | Amended Budget   | Req. Adjustment | Adjusted Budget  |
| <b>RESOURCES</b>                        |                            |                  |                 |                  |
| Beginning Balance                       | \$ 567,046                 | 0                | 0               | 567,046          |
| <b>Revenues</b>                         |                            |                  |                 |                  |
| 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                    | 71,400                     | 71,400           | 0               | 71,400           |
| 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                  | 109,754                    | 109,754          | 0               | 109,754          |
| Federal Grants                          | 246,480                    | 668,472          | 864,689         | 1,533,161        |
| State Grants                            | 3,595,422                  | 4,597,356        | 0               | 4,597,356        |
| Local Grants                            | 0                          | 0                | 0               | 0                |
| Debt Service                            | 0                          | 0                | 0               | 0                |
| <b>Total Revenues</b>                   | <b>4,023,056</b>           | <b>5,446,982</b> | <b>864,689</b>  | <b>6,311,671</b> |
| <b>TOTAL RESOURCES</b>                  | <b>\$ 4,590,102</b>        | <b>5,446,982</b> | <b>864,689</b>  | <b>6,878,717</b> |
| <b>Expenditures</b>                     |                            |                  |                 |                  |
| General Government                      | 0                          | 0                | 0               | 0                |
| Legislative                             | 0                          | 0                | 0               | 0                |
| Municipal Court                         | 0                          | 0                | 0               | 0                |
| City Manager-300                        | 0                          | 0                | 0               | 0                |
| Legal                                   | 0                          | 0                | 0               | 0                |
| Las Cruces Police Department            | 0                          | 0                | 0               | 0                |
| Las Cruces Fire Department              | 0                          | 0                | 0               | 0                |
| Utilities                               | 0                          | 0                | 0               | 0                |
| Economic Development                    | 0                          | 0                | 0               | 0                |
| Internal Audit                          | 0                          | 0                | 0               | 0                |
| Assistant City Manager-400              | 5,298,484                  | 6,718,588        | 864,689         | 7,583,277        |
| Human Resources                         | 0                          | 0                | 0               | 0                |
| Financial Services                      | 0                          | 0                | 0               | 0                |
| Information Technology                  | 0                          | 0                | 0               | 0                |
| Fleet                                   | 0                          | 0                | 0               | 0                |
| Assistant City Manager-500              | 0                          | 0                | 0               | 0                |
| Parks & Recreation                      | 0                          | 0                | 0               | 0                |
| Community Development                   | 0                          | 0                | 0               | 0                |
| Quality of Life                         | 0                          | 0                | 0               | 0                |
| Public Works                            | 0                          | 0                | 0               | 0                |
| Legislative Reserve                     | 0                          | 0                | 0               | 0                |
| <b>Total Expenditures</b>               | <b>\$ 5,298,484</b>        | <b>6,718,588</b> | <b>864,689</b>  | <b>7,583,277</b> |
| <b>Other Resources</b>                  |                            |                  |                 |                  |
| Operating Transfers In                  | 713,000                    | 713,000          | 0               | 713,000          |
| Operating Transfers Out                 | 0                          | 0                | 0               | 0                |
| <b>Total Other Resources</b>            | <b>\$ 713,000</b>          | <b>713,000</b>   | <b>0</b>        | <b>713,000</b>   |
| Accrual Adjustments                     | 0                          | 0                | 0               | 0                |
| <b>ENDING BALANCE</b>                   | <b>\$ 4,618</b>            | <b>(558,606)</b> | <b>0</b>        | <b>8,440</b>     |



# CITY OF LAS CRUCES

*The following grant has been awarded to the City of Las Cruces*

**Today's Date:** 10/07/2025

**Grant Award Amount:** \$ 100,000.00

**Grant Agreement #:** PG-6809

**Grant Effective Date:** 08/25/2025

**Funding Agency:** New Mexico Finance Authority (NMFA)

**Grant Team Representative:** Perla Galindo

**Council Budget Adjustment Date:** 11/03/2025

**ALN/CFDA#:**

**Grant Reversion Date:** 02/25/2027

PROJECT INFORMATION

**Grant Project Title:** Local Government Planning Fund

**Type of Funding:** State Operating

**Match Description:** Local Cash Match

**Type of Grant:** Competitive

**Match Amount:** \$ 100,000.00

**Match Percent/Ratio:** 1:1

**City Fiscal Year:** FY2026

**Funder Fiscal Year:** FY2026

**Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)**  
To designate and plan a local Metropolitan Redevelopment Area (MRA) in Las Cruces

DEPARTMENT INFORMATION

**Implementation Dept:** 470- Econ. Development

**User Dept:** SELECT

**Line of Business:** Business Development

**Program:** Business Development

**Project Manager:** Elizabeth Teeters

**Phone:** 575-541-3476

**Email:** Eteeters@lascruces.gov

**Line of Business:**

**Program:**

**Project Manager:**

**Phone:**

**Email:**

Check box if implementation and user departments are the same: ☒

ACCOUNT STRINGS:

**Fund Number - Organization Number - Object Number - Amount for Revenue and Expense**  
(2100 for General Grants/4100 for Capital Grants)

Revenue: 2100-20247001-599200 - \$100,000  
Expenditure: 2100-20247001-721080 - \$100,000  
Match: 1000-10147001-721070 - \$100,000

**Reimbursable Grant:** ☒

**Revenue Collected in Advance:** ☐

**Date to Accounting:** 10/7/25

**Project Number:** 26809

**Project Created By:** JOSIE TREVINO

**Set-Up Date:** 10/7/25

**Accounting Comments:**



# CITY OF LAS CRUCES

*The following grant has been awarded to the City of Las Cruces*

**Today's Date:** 09/23/2025

**Grant Award Amount:** \$ 864,689.00

**Grant Agreement #:** 3-35-0024-041-2025

**Grant Effective Date:** 09/12/2025

**Funding Agency:** Federal Aviation Administration (FAA)

**Grant Team Representative:** Perla Galindo

**Council Budget Adjustment Date:** 11/03/2025

**ALN/CFDA#:** 20.106

**Grant Reversion Date:** 09/12/2029

PROJECT INFORMATION

**Grant Project Title:** Federal Aviation Administration Airport Infrastructure Grant (AIG)

**Type of Funding:** Federal Capital

**Match Description:** Local Cash Match

**Type of Grant:** Competitive

**Match Amount:** \$ 22,755.00

**Match Percent/Ratio:** 6.18

**City Fiscal Year:** FY2026

**Funder Fiscal Year:** FFY2025

**Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)**  
Reconstruct of the airport rotating beacon and partial reconstruction of the weather reporting equipment (AWOS)

DEPARTMENT INFORMATION

**Implementation Dept:** 300- City Manager's Office

**User Dept:** SELECT

**Line of Business:** 0140- Office of the ACM

**Program:** 0140B- LC Airport

**Project Manager:** Andy Hume

**Phone:** 575-541-2473

**Email:** ahume@lascruces.org

**Line of Business:**

**Program:**

**Project Manager:**

**Phone:**

**Email:**

Check box if implementation and user departments are the same: ☒

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense  
(2100 for General Grants/4100 for Capital Grants)

Revenue: 5010-50140012-599100 - \$864,689  
Expenditure: 5010-50140012-808000 - \$864,689  
Match: 5010-50140002-808000 - \$22,755.00

**Reimbursable Grant:** ☒

**Revenue Collected in Advance:** ☐

**Date to Accounting:** 10/7/25

**Project Number:** 2602D

**Project Created By:** JOSIE TREVINO

**Set-Up Date:** 10/7/25

**Accounting Comments:**



# CITY OF LAS CRUCES

*The following grant has been awarded to the City of Las Cruces*

**Today's Date:** 10/21/2025

**Grant Award Amount:** \$ 1,135,773.75

**Grant Agreement #:** 2026-26-64014

**Grant Effective Date:** 07/01/2025

**Funding Agency:** Non-metro Area Agency on Aging

**Grant Team Representative:** Perla Galindo

**Council Budget Adjustment Date:** 11/03/2025

**ALN/CFDA#:**

**Grant Reversion Date:** 06/30/2026

PROJECT INFORMATION

**Grant Project Title:** Title III Federal and State Sub Award

**Type of Funding:** Federal Passthrough to State

**Match Description:** Local Cash Match

**Type of Grant:** Entitlement Recurring

**Match Amount:** \$ 684,545.00

**Match Percent/Ratio:** 60.27%

**City Fiscal Year:** FY2026

**Funder Fiscal Year:** FY2026

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)

Title III programs are designated to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 or older)

DEPARTMENT INFORMATION

**Implementation Dept:** 540- Quality of Life

**User Dept:** SELECT

**Line of Business:**

**Program:** 0354- Senior Programs

**Project Manager:** Sonia Saldana

**Phone:** 575-541-2464

**Email:** ssaldana@lascruces.gov

**Line of Business:**

**Program:**

**Project Manager:**

**Phone:**

**Email:**

Check box if implementation and user departments are the same: ☒

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense  
(2100 for General Grants/4100 for Capital Grants)

See attached worksheet

**Reimbursable Grant:** ☒

**Revenue Collected in Advance:** ☐

**Date to Accounting:**

**Project Created By:**

**Accounting Comments:** Projects already strung - gmp

**Project Number:** 26062, 26063, 26064, 26065

**Set-Up Date:**



# CITY OF LAS CRUCES

*The following grant has been awarded to the City of Las Cruces*

**Today's Date:** 10/21/2025

**Grant Team Representative:** Perla Galindo

**Grant Award Amount:** \$ 96,791.40

**Council Budget Adjustment Date:** 11/03/2025

**Grant Agreement #:** 2025-2026-64014-N

**ALN/CFDA#:**

**Grant Effective Date:** 07/01/2025

**Grant Reversion Date:** 06/30/2026

**Funding Agency:** Non-metro Area Agency on Aging

**PROJECT INFORMATION**

**Grant Project Title:** Nutrition Service Incentive Program (NSIP) Sub Award

**Type of Funding:** Federal Passthrough to State

**Type of Grant:** Entitlement Recurring

**Match Description:** No Match Required-Provided

**Match Amount:** \$ 0.00

**Match Percent/Ratio:** 0.00

**City Fiscal Year:** FY2026

**Funder Fiscal Year:** FY2026

**Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)**  
The NSIP program allows for nutrition programs to increase the number of meals served through our local senior programs.

**DEPARTMENT INFORMATION**

**Implementation Dept:** 540- Quality of Life

**User Dept:** SELECT

**Line of Business:**

**Program:** 0354- Senior Programs

**Project Manager:** Sonia Saldana

**Phone:** 575-541-2464

**Email:** ssaldana@lascruces.gov

**Line of Business:**

**Program:**

**Project Manager:**

**Phone:**

**Email:**

**Check box if implementation and user departments are the same:** ☒

**ACCOUNT STRINGS:**

**Fund Number - Organization Number - Object Number - Amount for Revenue and Expense**  
(2100 for General Grants/4100 for Capital Grants)

See attached worksheet

**Reimbursable Grant:** ☒

**Revenue Collected in Advance:** ☐

**Date to Accounting:**

**Project Number:**

**Project Created By:**

**Set-Up Date:**

**Accounting Comments:**

**NEW MEXICO  
FINANCE AUTHORITY**

August 28, 2025

City of Las Cruces  
PO Box 20000  
Las Cruces, NM 88004  
Attn: Gaby Prats, [grants@lascruces.gov](mailto:grants@lascruces.gov)

Re: City of Las Cruces Metropolitan Redevelopment Plan, PG-6809

The Board of Directors of the New Mexico Finance Authority met on August 28, 2025 and reviewed your application for a Local Government Planning Fund Grant for a Metropolitan Redevelopment Plan. The City received conditional approval for a Local Government Planning Fund Grant for 100% of the cost of the MRA, not to exceed \$100,000.

The City has **18 months** to complete the MRA and close on this grant. The following conditions and deadlines must be satisfied prior to closing and funding the grant:

1. Approval of contract and scope of plan by NMFA within 5 months: **January 28, 2026**
2. Submission of the MRA to Daniel Gutierrez at NMEDD within one year: **August 28, 2026**
3. Approval of MRA by NMEDD within 15 months: **November 28, 2026**
4. Close on the grant within 18 months: **February 28, 2027**

Additional information will be requested by NMFA in order to close the grant once it has been approved. Feel free to contact me with any questions at (505) 992-9658, or email me at [LGPF@nmfa.net](mailto:LGPF@nmfa.net).

Sincerely,

*Mary L. Finney*

Mary L. Finney  
Local Government Planning Fund Administrator

Cc: Daniel Gutierrez, NMEDD, [Daniel.Gutierrez2@state.nm.us](mailto:Daniel.Gutierrez2@state.nm.us)



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Southwest Region  
New Mexico

Louisiana/New Mexico  
Airports District Office  
10101 Hillwood Pkwy  
Fort Worth, TX 76177-  
1524

September 8, 2025

City Manager Ikani Taumpoepeau  
City of Las Cruces  
700 N. Main Street  
3134  
Las Cruces, NM 88001

Dear Ikani Taumpoepeau:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. **3-35-0024-041-2025** at Las Cruces International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 12, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Kimberly Harris, (817) 222-5646, kim.harris@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Justin Barker

Justin Barker (09/08/2025 08:04:01 CDT)

Justin Barker  
Manager



FY 2025 AIRPORT INFRASTRUCTURE GRANT  
GRANT AGREEMENT  
Part I - Offer

|                                     |                                                                                                                                                      |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Federal Award Offer Date            | September 8, 2025                                                                                                                                    |
| Airport/Planning Area               | Las Cruces International Airport                                                                                                                     |
| Airport Infrastructure Grant Number | 3-35-0024-041-2025                                                                                                                                   |
| Unique Entity Identifier            | J3ZLWA2K1X47                                                                                                                                         |
| TO:                                 | City of Las Cruces                                                                                                                                   |
|                                     | (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.) |

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated June 12, 2025, for a grant of Federal funds for a project at or associated with the Las Cruces International Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Las Cruces International Airport (herein called the "Project") consisting of the following:

**Reconstruct Airport Rotating Beacon, Reconstruct Weather Reporting Equipment  
(Partial Construction)**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent

with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (93.82) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$864,689.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$864,689 for planning

\$0 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
  - (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
  - (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
  - (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
  - (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR

§ 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 12, 2025**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
  - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
  - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s)**. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of IJA Projects**. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.  
  
The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.  
  
The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.  
  
An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards**. The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements**. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American**. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American**. The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase**. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects, if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**19. Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

**20. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

## 22. **Trafficking in Persons.**

- 1. *Posting of contact information.*
  - a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- 2. *Provisions applicable to a recipient that is a private entity.*
  - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:
    - i. Severe forms of trafficking in persons;
    - ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;
    - iii. The use of forced labor in the performance of this grant; or any subaward; or
    - iv. Acts that directly support or advance trafficking in person, including the following acts;
      - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
      - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
        - 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
        - 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
      - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
      - d) Charging recruited employees a placement or recruitment fee; or
      - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
  - b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;
    - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;

- ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
  - a) Associated with performance under this Grant; or
  - b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- 3. *Provision applicable to a recipient other than a private entity.*
  - a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;
    - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
    - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
      - a) Associated with performance under this Grant; or
      - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- 4. *Provisions applicable to any recipient.*
  - a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
  - b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:
  - c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
  - d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
- 5. *Definitions.* For purposes of this Grant award, term:
  - a. "Employee" means either:
    - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.
  - b. "Private entity" means:

- i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
  - ii. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).
- 23. **IJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated March 15, 2017, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
- 26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.
- 27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any

amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

<https://www.congress.gov/bill/118th-congress/house-bill/3935/text>

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

- a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
- b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the

maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

- b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
  - (1) additional conditions on the award;
  - (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
  - (3) any other remedy legally available.
- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

- 33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
- 34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

**SPECIAL CONDITIONS****35. Automated Weather Observing Systems (AWOS).**

The Sponsor understands that the FAA Air Traffic Organization (ATO), pursuant to 49 U.S.C. § 44502(e), will not take over the ownership, operation, or maintenance of any Sponsor-acquired AWOS equipment unless:

- a. It was purchased between October 5, 2018, and December 31, 2021, or after January 1, 2022 by a Sponsor located in a non-contiguous state;
  - b. The FAA determines the equipment meets FAA's performance specifications and acceptance criteria; and
  - c. The FAA agrees to take over the equipment under a transfer plan.
- Furthermore, if the Sponsor meets the above criteria, then the Sponsor shall:
- d. Within 60 calendar days of grant acceptance, enter into a Memorandum of Agreement (MOA) with the FAA to establish a transfer plan;
  - e. Develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation requirements for the AWOS if the Sponsor does not have an agreement with the FAA to take over the system within 30 days of commissioning in accordance with 49 U.S.C. § 44502(e);
  - f. Within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and
  - g. Provide for the continuous operation and maintenance of any Non-Federal AWOS funded under this Grant for the useful life of the equipment unless the equipment is transferred to the ATO under 49 U.S.C. § 44502(e). The Sponsor shall notify the Airports District Office or Regional Office once the transfer has been completed.

If the ATO does not agree to take over the equipment in the transfer plan within 60 days after the Sponsor accepted the Grant offer, the Sponsor will have a 30-day option to either terminate the Grant Agreement or the Sponsor will be required to operate and maintain the equipment in accordance with paragraphs b and e-g above.

**36. Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that they will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26, including any amendments thereto), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23, including any amendments thereto).

**37. Airport - Owned Visual or Electronic Navigation Aids in Project.** The Sponsor agrees that it will:

- a. Provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment; unless the equipment is transferred by agreement to the FAA in accordance with 49 U.S.C. § 44502(e);
- b. Prior to commissioning, assure the equipment meets the FAA's standards; and

- c. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

- 38. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
- 39. **Duffy Plaintiff Special Term.** Pursuant to the court's preliminary injunction order in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition\* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

\*The challenged immigration enforcement condition:

"[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

The Sponsor’s acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor’s acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION  
*Justin Barker*  
Justin Barker (09/08/2025 08:04:01 CDT)  
\_\_\_\_\_  
*(Signature)*

Justin Barker  
\_\_\_\_\_  
*(Typed Name)*

Manager, Louisiana/New Mexico ADO  
\_\_\_\_\_  
*(Title of FAA Official)*

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated September 12, 2025

City of Las Cruces

(Name of Sponsor)

  
Ikani Taumoepeau (09/12/2025 10:44:16 MDT)

(Signature of Sponsor's Authorized Official)

By: Ikani Taumoepeau  
(Typed Name of Sponsor's Authorized Official)

Title: City Manager  
(Title of Sponsor's Authorized Official)

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, Brad Douglas, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at September 12, 2025

By: Brad Douglas  
Brad Douglas (09/12/2025 11:07:44 MDT)  
*(Signature of Sponsor’s Attorney)*

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.<sup>1</sup>

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>3, 4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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**FOOTNOTES TO ASSURANCE (C)(1)**

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **1. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **2. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **3. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### **5. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**6. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**7. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**8. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**9. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**10. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**11. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**12. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**13. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**14. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**15. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

**16. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**17. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**18. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**19. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**20. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**21. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

**22. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

**23. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

**24. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

**25. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **26. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

#### **27. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

#### **28. Airport Layout Plan.**

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
  - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
  - c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
    1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
    2. complies with the portions of the plan approved by the Secretary.
  - d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
    1. eliminate such adverse effect in a manner approved by the Secretary; or
    2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## 29. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other 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.

c. Duration.

The sponsor agrees that it is obligated to this assurance 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 sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Las Cruces**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses 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 sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor 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.
- f. It will provide for such methods of administration for the program as are found by the Secretary 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.
- g. It 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.

### **30. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  - 1. Reinvestment in an approved noise compatibility project;
  - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
  - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
  - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **31. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **32. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **33. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars ([https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist\\_0.pdf](https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf)) for AIP projects as of June 12, 2025.

### **34. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**35. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**36. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 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. §§ 3801-3809, 3812).

**37. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**38. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  - 1. Describes the requests;
  - 2. Provides an explanation as to why the requests could not be accommodated; and
  - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

**39. Access to Leaded Aviation Gasoline**

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

Contract No. 2025-26- 64014

**North Central New Mexico Economic Development District  
Non-Metro Area Agency on Aging**

**TITLE III FEDERAL AND STATE SUB-AWARD**

This Agreement is made and entered into this 1<sup>st</sup> day of July 2025, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and City of Las Cruces, hereinafter referred to as the "Subrecipient Contractor."

The Agency's Older Adults Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act (OAA), as amended, the State of New Mexico Aging and Long-Term Services Department, and the Agency.

**1. SCOPE OF SERVICES**

- A. Services: The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.
- B. Service Area: The Subrecipient Contractor agrees to provide service(s) to eligible consumers in the service area as identified in the Service Delivery Plan submitted May 2025.
- C. Deliverables: The Subrecipient Contractor shall provide services based on the assessed need of the community and individuals receiving services under this Agreement and as identified in the Subrecipient Contractor application or Service Delivery Plan and attached by reference. The service units and consumers detailed in the Service Delivery Plan and Budget sections are estimates. Budgeted services are to be provided in accordance with the Aging and Long-Term Services Department (ALTSD) Units of Service Definitions; to be monitored through the Subrecipient Contractor's submission of monthly WellSky data, activity reports, and through Agency monitoring reviews. Final determination of service units and consumer performance measures shall be established by the ALTSD, and should the Contractor not meet the established units, reimbursement requests should reflect the same.
- D. Targeting: Target populations include persons aged 60 or older and their spouses of any age, younger disabled persons who reside with persons aged 60 or older, caregivers of any age who care for persons aged 60 or older, caregivers aged 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural and frontier areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

- E. Payment for Services: For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed \$928,273.75. Said aggregate amount is to be derived from the following sources.
1. \$62,811.05 from Title III-B of the OAA [Assistance Listing Number 93.044].
  2. \$179,049.77 from Title III-C1 of the OAA [Assistance Listing Number: 93.045].
  3. \$75,080.18 from Title III-C2 of the OAA [Assistance Listing Number: 93.045].
  4. \$0 from Title III-D of the OAA [Assistance Listing Number: 93.043].
  5. \$100,776.70 from Title III-E of the OAA [Assistance Listing Number: 93.052]; and
  6. \$510,556.05 from the NMGAA-State/HB-2
- F. Reimbursement Process: The Agency will provide payment for services to Subrecipient Contractor as follows:
1. An initial payment of 12.5% of State funds will be distributed to the Subrecipient Contractor. This initial payment must be accounted for by the Subrecipient Contractor, and expenditures must be allocated to these funds.
  2. Subrecipient Contractor shall submit timely and accurate information necessary for reimbursement:
    - a. All service performance data should be verified and reconciled by the Subrecipient Contractor prior to submitting the Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA office by the 5<sup>th</sup> business day of the month. The Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor and must be reviewed and certified by the Agency each month.

- b. Subrecipient Contractors shall invoice the Agency on or before the 5<sup>th</sup> business day of the month for prior month expenditure using the OAA-SYS system provided by the Agency. The Agency may extend these dates on a case-by-case basis if the Subrecipient Contractor reports a hardship. However, the Agency will not accept, process, or pay invoices submitted fifteen (15) days or more after the deadline(s) until the next reimbursement cycle if within the fiscal year.
  - c. Invoicing shall include supporting documentation to validate reported expenses to include general ledger, purchase orders, invoices, and a Detail Summary form provided by the Agency.
  - d. The Subrecipient Contractor shall report local fund expenditures in OAA-SYS on a monthly basis, beginning no later than the October reimbursement cycle. Committed local funds must be 100% expended by June 30, 2026. If Subrecipient Contractor does not expense local fund expenditures as described herein, the Agency reserves the right to deduct said local funds from the Contractor's monthly reimbursement requests.
3. Payment for services shall be consistent with all applicable federal and state laws and regulations.
4. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency.
5. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless ~~against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.~~

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 Subrecipient Contractor
6. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient Contractor. If the Agency finds that the services are not acceptable, within thirty days after the Subrecipient Contractor's invoice, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.
7. Payments to the Subrecipient Contractor are encouraged to be made electronically through the Automated Clearing House (ACH) Network.

8. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
9. The Subrecipient Contractor shall adopt the standard universal consumer assessment instrument provided by the Aging & Long-Term Services Department to capture information for all data fields on the tool, as required by state and federal reporting requirements.

## 2. TERMS OF AGREEMENT

In addition to the other provisions contained in this Agreement, the parties agree to the following:

- A. The Subrecipient Contractor agrees to:
  1. Provide services in accordance with Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
  2. Target services to older individuals with greatest economic and social need, including low-income individual, low-income minorities, older individuals at risk of institutional placement, individuals with limited English proficiency, and older individuals residing in rural areas, as applicable.
  3. Record timely and accurate consumer service delivery into WellSky Aging & Disabilities Database. Data shall be recorded daily.
  4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals), on the day conducted, utilizing the assessment tool required by the Agency.
  5. Ensure consumer contact and demographic information is accurate in WellSky Aging & Disabilities database.
  6. Submit quarterly program narrative reports and financial reports, to include approved budget, year-to-date expenses, and year-to-date revenue, by the 15<sup>th</sup> business day of the month following the end of the quarter.
  7. Participate in Agency monitoring and annual compliance assessments.
  8. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Subrecipient Contractor's financial reports. Client contributions (program income) will be reported fully and in the service category where generated, as required, to the Agency. Subrecipient Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.
  9. Provide letters from local City or County governments to the Agency committing local funds to Older Adult programs. Any changes in local funds (increases or decreases) will be provided in writing to the Agency.
  10. Maintain communication and correspondence with the Agency concerning clients' status, emergency situations, and program operations.

11. Submit emergency and contingency plans by the date and in the format required by the Agency to address unforeseen circumstances when service delivery is threatened.
12. At a minimum, attend three (3) Agency training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
13. Attend required Aging Network Training events and other special meetings of the Aging & Long-Term Services Department.
14. Subrecipient Contractor employees, officers, or agents shall not solicit nor accept gratuities, gifts, or favors of monetary value by or on behalf of clients as a gift, reward, or payment.

B. The Agency agrees to:

1. Review and process consumer intake and assessment documents completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
2. Maintain communication and correspondence concerning consumers' status.
3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, monitoring, and/or compliance assessments to ensure health, safety, and quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both general and medical/health related release), ability to contribute to the cost of services provided, quality survey instrument, and complaints/grievances and appeals to all consumers.
6. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. **ASSURANCES**

A. *Americans with Disabilities Act of 1990*

The Subrecipient Contractor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

B. *Section 504 of the Rehabilitation Act of 1973*

The Subrecipient Contractor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Subrecipient Contractor shall ensure that benefits and services available under the

agreement are provided in a non-discriminatory manner as required by Title VI of the Civil Rights Act of 1964, as amended.

- C. *Age Discrimination in Employment Act of 1967*  
The Subrecipient Contractor shall comply with the Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).
- D. *Drug Free Workplace*  
The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.
- E. *Certification Regarding Debarment*  
The Subrecipient Contractor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
- F. *Certification Regarding Lobbying*  
The Subrecipient Contractor shall certify annually that no Federal appropriated funds have been 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. 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 subrecipient contractor shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- G. *Financial Management*  
The Subrecipient Contractor must implement financial management standards in accordance with the Federal standards outlined in the United States Department of Health and Human Services Federal Regulation 45 CFR Part 75, 2 CFR Uniform Grants Guidance Part 200 and New Mexico Fiscal Requirements.
- H. *Budget Adjustment*  
The Subrecipient Contractor shall submit to the Agency, as necessary, any budget adjustment request(s) for review and approval. Any modifications to employee salaries shall require a budget adjustment request. Under no circumstances may a budget adjustment request(s) be submitted to the Agency later than March 15<sup>th</sup> unless authorized by the Agency in writing. The Agency shall review and approve or deny budget adjustment request(s) at its sole discretion.

I. *Incentive Compensation*

Use of federal and state funds for incentive compensation to employees based on cost reduction, efficient performance, suggestion awards, safety awards, etc. is un-allowable and will not be recognized by the Agency as a reimbursable expense. The use of federal or state funds for staff recognition or employee gifts is also unallowable.

J. *Independent Audit*

The Subrecipient contractor shall provide a financial and compliance audit report(s) to the Agency covering the period of July 1, 2025, through June 30, 2026. The Subrecipient Contractor is considered an independent contractor and is subject to audit requirements under Title 2, Subtitle A, Chapter II, Part 200 of Code of Federal Regulations and Government Audit Standards, regardless of the amount of federal funding the Subrecipient Contractor receives.

1. The Audit report(s) provided to the Agency must include a copy of the Auditor's management letter.
2. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-1, Title IIIC-2, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report.
3. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.

K. *Equal Opportunity Compliance*

The Subrecipient Contractor agrees to abide by all federal and state laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Subrecipient Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Subrecipient Contractor is found not to be in compliance with these requirements during the life of this Agreement, Subrecipient Contractor agrees to take appropriate steps to correct these deficiencies.

L. *Compliance with Aging and Long-Term Services Department Functions.*

The Subrecipient Contractor shall perform in accordance with the Federal Older Americans Act (OAA) and directives of the U.S. Administration on Aging; Rules, regulations, State Plan, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of

programs funded under the OAA and the New Mexico State Legislature; New Mexico Administrative Code, Title 9, Chapter 2, Parts 1-24; The Aging & Long-Term Services Act, NMSA 1978, Sections 9-23-1 et seq.; The New Mexico Environment Department Food Establishment Rules and Regulations; Dietary Guidelines for Americans; Dietary Reference Intakes (DRIs); the approved Agency Area Plan, Agency Policy and Procedures; the approved Service Plan; State and Federal emergencies and public health/emergency orders enacted by the Governor of the State of New Mexico; Title II Part 200 of the Code of Federal Regulations; and the terms and conditions of this Agreement.

M. *Non-Discrimination Service Delivery.*

The Subrecipient Contractor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

N. *Targeting and Outreach.*

The Subrecipient Contractor shall engage in targeting and outreach activities, as required by the OAA, to all potential recipients of services as referenced in section 1.D. The Subrecipient Contractor shall conduct ongoing community outreach to assess needs and inform potential recipients of available services. The Subrecipient Contractor shall report all activities in its quarterly program reports submitted to the Agency.

O. *Consumer Feedback.*

The Subrecipient Contractor shall utilize the standardized survey instrument required by the Agency to obtain and evaluate consumer opinions of the quality of services received.

P. *Emergency Preparedness Requirements.*

The Subrecipient Contractor shall monitor and notify the Agency of any situation which has the potential to be an emergency in which older adults or adults with disabilities may be adversely affected.

- a. Subrecipient Contractor shall complete and submit the Agency's Emergency Preparedness and Continuity of Operations Plan annually.
- b. Subrecipient Contractor shall provide and update emergency contact information for all emergency management personnel in the format provided by the Agency.

- c. Subrecipient Contractor agrees to notify the Agency of service modifications in the event of a holiday, emergency, or other situation as soon as those service modifications are known.
- d. Subrecipient Contractor agrees to notify the Agency of emergency situations and events as soon as they are known, regardless of service modification.
- e. Subrecipient Contractor shall ensure continuation of services during emergency events to the extent possible and will request assistance from the Agency in the event it cannot perform this requirement.
- f. Subrecipient Contractor agrees to perform well-check calls to consumers during emergency events, regardless of the open or closed status of facilities and services. Subrecipient Contractor agrees to utilize well-check call scripts and systems provided by the Agency in this process. Subrecipient Contractor will request assistance from the Agency in the event it cannot perform this requirement.

#### 4. TERM

This Agreement shall begin on July 1, 2025, and terminate on June 30, 2026, unless terminated pursuant to Paragraph 5, below or for any other reason allowed by law.

#### 5. TERMINATION

- A. This Agreement may be terminated by the Agency or Subrecipient Contractor, with or without cause upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination.

The Agency may terminate this Agreement immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor endangers program consumers, or if any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Section 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement.

- B. Termination Management. Immediately upon receipt of notice of termination of this Agreement, the Subrecipient Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation,

retention, or transfer of all property entitled to the Agency and client records generated under this Agreement and any property, inventory, or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. Within fifteen (15) days of notice of termination, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of property, inventory and/or equipment purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

#### 6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR

- A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Subrecipient Contractor contained in this Agreement, the following constitute a breach of Subrecipient Contractor's obligations and duties hereunder:

1. ~~The Subrecipient Contractor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state, or local laws, rules, or regulations.~~
2. The Subrecipient Contractor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
3. Unless otherwise duly authorized in writing by the Agency, the Subrecipient Contractor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

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- B. Upon a determination by the Agency that the Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Subrecipient Contractor's efforts to comply with obligations remaining under this Agreement. Such monitor shall have authority to review any or all the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor to advise on the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of

such monitor shall be paid from the state and federal funds awarded to the Subrecipient Contractor hereunder.

2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation awarded to the Subrecipient Contractor.
3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law.

#### **7. APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the US Government or Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Subrecipient Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Subrecipient Contractor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

#### **8. STATUS OF SUBRECIPIENT CONTRACTOR**

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

#### **9. ASSIGNMENT**

The Subrecipient Contractor shall not assign or transfer any interest in this Agreement, assign any claims for money due, or to become due under this Agreement, without the prior written approval of the Agency.

#### **10. SUBCONTRACTING**

The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

**11. RELEASE**

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations, whatsoever arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the Agency to any obligation not assumed herein unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

**12. CONFIDENTIALITY**

Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

**13. PRODUCT OF SERVICE – COPYRIGHT**

All materials developed or acquired, by the Subrecipient Contractor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

**14. CONFLICT OF INTEREST**

The Subrecipient Contractor 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 or services required under the Agreement. The Subrecipient Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

**15. AMENDMENT**

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

**16. 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.

**17. PENALTIES FOR VIOLATION OF LAW**

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 illegal bribes, gratuities and kickbacks.

**18. 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 Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Subrecipient Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**19. WORKERS COMPENSATION**

The Subrecipient Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Subrecipient Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

**20. RECORDS AND FINANCIAL AUDIT**

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Aging and Long-Term Services Department, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

**21. INDEMNIFICATION**

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

**22. PARTICIPANT GRIEVANCE**

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any

services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

### 23. KEY PERSONNEL

The Agency shall be notified of changes in Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager
3. WellSky Aging & Disability User

The Subrecipient Contractor will maintain full-time Key Personnel sufficient to perform the Service Plan throughout the term of this agreement.

### 24. 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.

### 25. 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.

### 26. NOTICES

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:

#### AGENCY:

NCNMEDD Non-Metro AAA  
Neil Segotta, AAA Director  
644 Don Gaspar  
Santa Fe, NM 87505

#### SUBRECIPIENT CONTRACTOR:

City of Las Cruces  
Gabriela Prats- Grant Manager  
grants@lascruces.gov  
575-541-2430

### 27. INSURANCE

~~The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being~~

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Agency

  
Subrecipient  
Contractor

~~furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.~~

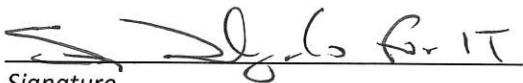
**28. AUTHORITY**

The individual(s) signing this Agreement on behalf of Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

**29. SIGNATURES**

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2025.

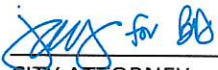
City of Las Cruces  
Legal Name of Subrecipient Contractor

  
Signature

Sony Delgado for /KANI  
Printed/Typed Name of Signatory TAUMOFERAN

10/15/25  
Date

Approved as to Form:

 09/30/2025  
CITY ATTORNEY

NCNMEDD Non-Metro Area Agency on Aging  
Name of Area Agency on Aging

  
Signature

Monica Abeita, Executive Director  
Printed/Typed Name of Signatory

July 1, 2025  
Date

Contract No. 2025-2026-64014-N

**North Central New Mexico Economic Development District  
Non-Metro Area Agency on Aging**

**NUTRITION SERVICE INCENTIVE PROGRAM (NSIP) SUB AWARD**

This Agreement is made and entered into this 1st day of July 2025, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and the City of Las Cruces, hereinafter referred to as the "Subrecipient Contractor."

**PURPOSE**

The Nutrition Services Incentive Program (NSIP) provides incentives for the effective delivery of nutritious meals to older individuals. NSIP funds allow nutrition programs to increase the number of meals served.

The purpose of this Agreement is to allocate funds in support of the provision of congregate and home delivered meals provided under Title IIIC of the Older Americans Act (OAA). The Subrecipient Contractor must be a recipient of Title III funding or Title III matching funds.

**1. SCOPE OF SERVICES**

- A. Services: The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.
- B. Service Area: The Subrecipient Contractor agrees to provide service(s) to eligible consumers in the service area as identified in the Service Delivery Plan submitted May 2025.
- C. Targeting: Target populations include persons aged 60 or older and their spouses of any age, Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural and frontier areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.
- D. Payment for Services: The total amount payable under this Agreement shall not exceed **\$96,791.40** [Assistance Listing Number: 93.053] for the purchase of foods produced in the United States, for use in senior nutrition programs
- E. Reimbursement Process: The Agency will provide payment for services to Subrecipient Contractor as follows:
  - 1. Subrecipient Contractor shall submit timely and accurate information necessary for

## reimbursement:

- a. All service performance data should be verified and reconciled by the Subrecipient Contractor prior to submitting the Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA office by the 5<sup>th</sup> business day of the month. The Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor and must be reviewed and certified by the Agency each month.
  - b. Subrecipient Contractors shall invoice the Agency on or before the 5<sup>th</sup> business day of the month for prior month expenditure using the OAA-SYS system provided by the Agency. The Agency may extend these dates on a case-by-case basis if the Subrecipient Contractor reports a hardship. However, the Agency will not accept, process, or pay invoices submitted fifteen (15) days or more after the deadline(s) until the next reimbursement cycle if within the fiscal year.
  - c. Invoicing shall include supporting documentation to validate reported expenses to include the Nutrition Services Incentive Program (NSIP) Expense Detail report, provided by the Agency; copies of invoices containing:
    - i. The vendor's name, address, and contact information.
    - ii. Internal transaction number
    - iii. The purchased items with a description of each product along with the corresponding quantity.
    - iv. The price for each item and any applicable discount given and the total amount of the sale items.
    - v. NSIP items must be identified with an "N" or "NSIP" on the invoice.
    - vi. Senior center or meal site to which received the delivery, full name, address, and contact information.
2. Payment for services shall be consistent with all applicable federal and state laws and regulations.
  3. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency.
  4. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.
  5. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient Contractor. If the Agency finds that the services are not acceptable,

within thirty days after the Subrecipient Contractor's invoice, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.

6. Payments to the Subrecipient Contractor are encouraged to be made electronically through the Automated Clearing House (ACH) Network.
7. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
8. Subrecipient Contractor shall track and report all information needed for the State Program Report for Administration for Community Living (ACL) through the Older Americans Act Performance System (OAAPS). Subrecipient Contractor shall adopt the standard universal consumer assessment instrument provided by the Aging & Long-Term Services Department to capture information for all data fields on the tool, as required by OAAPS and state and federal reporting requirements.

## **2. TERMS OF AGREEMENT**

In addition to the other provisions contained in this Agreement, the parties agree to the following:

- A. The Subrecipient Contractor agrees to:
  1. Provide services in accordance with Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
  2. Target services to older individuals with greatest economic and social need, including low-income individual, low-income minorities, older individuals at risk of institutional placement, individuals with limited English proficiency, and older individuals residing in rural areas, as applicable.
  3. Record timely and accurate consumer service delivery into WellSky Aging & Disabilities Database. Data should be recorded daily.
  4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals), on the day conducted, utilizing the assessment tool required by the Agency.
  5. Ensure consumer contact and demographic information is accurate in WellSky Aging & Disabilities database.
  6. Establish procedures to ensure that NSIP funds are used solely for the purchase of United States agriculture commodities and other foods produced in the United States for the use in the senior nutrition program. No imported foods, or food items containing imported products, may be purchased with these funds.
  7. Ensure that NSIP funds are used exclusively for the purchase of food, not meal preparation, and may not be used for administrative costs.

8. Ensure that meals furnished under contractual agreement with food service management companies, caterers, restaurants, or institutions, contain foods or commodities of United States origin; imported foods may not be purchased with these funds.
9. Purchase and use locally sourced farm fresh food products that meet the nutritional standards of the Agency. Subrecipient Contractors must ensure that the farm food products meet the New Mexico Environment Department requirements.
10. Ensure that each meal complies with the most recent Federal and State nutritional guidelines and requirements.
11. Maintain accounting records for NSIP separate and apart from other accounting records maintained for other nutrition funding sources such as Title IIIC-1 and Title IIIC-2.
12. Maintain documented NSIP eligibility for all meals reported. Meal counts, as recorded in the service database, must be accurate, unduplicated and include no meals that do not meet the requirements for NSIP eligibility.
13. Maintain and retain for three (3) years from close of the federal fiscal year to which they pertain, complete and accurate records of all amounts received and disbursed under this Agreement.
14. Allow the Agency to periodically monitor the Subrecipient Contractor's fiscal accountability of NSIP.
15. Ensure eligible consumers are assessed and information recorded in the service database.

**B. The Agency agrees to:**

1. Review and process consumer intake and assessment documents completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
2. Maintain communication and correspondence concerning consumers' status.
3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, monitoring, and/or compliance assessments to ensure health, safety, and quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, quality survey instrument, and complaints/grievances and appeals to all consumers.
6. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

**3. TERM**

This Agreement shall begin on July 1, 2025, and terminate on June 30, 2026, unless terminated pursuant to Paragraph 4, below or for any other reason allowed by law.

**4. TERMINATION**

- A. This Agreement may be terminated by the Agency or Subrecipient Contractor, with or without cause upon written notice delivered to the other party at least thirty (30) days

prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination.

The Agency may terminate this Agreement immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor endangers program consumers, or if any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Section 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement.

- B. Termination Management. Immediately upon receipt of notice of termination of this Agreement, the Subrecipient Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any property, inventory, or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. Within fifteen (15) days of notice of termination, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of property, inventory and/or equipment purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

## **5. APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the US Government or Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Subrecipient Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Subrecipient Contractor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

## **6. STATUS OF SUBRECIPIENT CONTRACTOR**

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient

Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

**7. ASSIGNMENT**

The Subrecipient Contractor shall not assign or transfer any interest in this Agreement, assign any claims for money due, or to become due under this Agreement, without the prior written approval of the Agency.

**8. SUBCONTRACTING**

The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

**9. RELEASE**

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations, whatsoever arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the Agency to any obligation not assumed herein unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

**10. CONFIDENTIALITY**

Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

**11. PRODUCT OF SERVICE – COPYRIGHT**

All materials developed or acquired, by the Subrecipient Contractor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

**12. CONFLICT OF INTEREST**

The Subrecipient Contractor 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 or services required under the Agreement. The Subrecipient Contractor certifies that the requirements

of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

**13. AMENDMENT**

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

**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, 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 illegal bribes, gratuities and kickbacks.

**16. 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 Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Subrecipient Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**17. WORKERS COMPENSATION**

The Subrecipient Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Subrecipient Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

**18. RECORDS AND FINANCIAL AUDIT**

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Aging and Long-Term Services Department, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

**19. INDEMNIFICATION**

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

**20. PARTICIPANT GRIEVANCE**

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

**21. KEY PERSONNEL**

The Agency shall be notified of changes in Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager
3. WellSky Aging & Disability User

The Subrecipient Contractor will maintain full-time Key Personnel sufficient to perform the Service Plan throughout the term of this agreement.

**22. 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.

**23. 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.

**24. NOTICES**

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:

**AGENCY:**

NCNMEDD Non-Metro AAA  
Neil Segotta, AAA Director  
644 Don Gaspar  
Santa Fe, NM 87505

**SUBRECIPIENT CONTRACTOR:**

City of Las Cruces

Gabriela Prats- Grant Manager  
grants@lascruces.gov

575-541-2430

25. INSURANCE

~~The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all carried insurance before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.~~

MA  
Agency

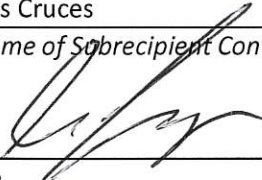
  
Subrecipient Contractor

26. AUTHORITY

The individual(s) signing this Agreement on behalf of Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

27. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2025.

City of Las Cruces  
Legal Name of Subrecipient Contractor  
  
Signature

NCNMEDD Non-Metro Area Agency on Aging  
Name of Area Agency on Aging  
  
Signature

IKANI TAUMOEPEAU  
Printed/Typed Name of Signatory  
10/14/25  
Date

Monica Abeita, Executive Director  
Printed/Typed Name of Signatory  
July 1, 2025  
Date

Approved as to Form:

 09/22/2025  
CITY ATTORNEY

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| FUND DESCRIPTION        | DEPARTMENT                | PROGRAM                        | TYPE    | INCREASE AMOUNT | DECREASE AMOUNT | DESCRIPTION                                                                                                                             |
|-------------------------|---------------------------|--------------------------------|---------|-----------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| GENERAL FUND            | FIRE & EMERGENCY SERVICES | EMERGENCY RESPONSE             | EXPENSE | \$ 6,825.00     |                 | Additional Salary and Benefits for 13 Emergency Medical Service Single Role Providers due to recent AMR contract termination            |
| GENERAL FUND            | FIRE & EMERGENCY SERVICES | EMERGENCY RESPONSE             | EXPENSE | \$ 129,701.00   |                 | Additional Salary and Benefits for 13 Emergency Medical Service Single Role Providers due to recent AMR contract termination            |
| GENERAL FUND            | FIRE & EMERGENCY SERVICES | EMERGENCY RESPONSE             | EXPENSE | \$ 65.00        |                 | Additional Salary and Benefits for 13 Emergency Medical Service Single Role Providers due to recent AMR contract termination            |
| GENERAL FUND            | FIRE & EMERGENCY SERVICES | EMERGENCY RESPONSE             | EXPENSE | \$ 383.50       |                 | Additional Salary and Benefits for 13 Emergency Medical Service Single Role Providers due to recent AMR contract termination            |
| GENERAL FUND            | FIRE & EMERGENCY SERVICES | EMERGENCY RESPONSE             | EXPENSE | \$ 7,772.91     |                 | Additional Salary and Benefits for 13 Emergency Medical Service Single Role Providers due to recent AMR contract termination            |
| GENERAL FUND            | FIRE & EMERGENCY SERVICES | EMERGENCY RESPONSE             | EXPENSE | \$ 36,294.72    |                 | Backfill Overtime for additional 13 EMS Single Role Providers due to recent AMR contract termination                                    |
| GENERAL FUND            | FIRE & EMERGENCY SERVICES | EMERGENCY RESPONSE             | EXPENSE | \$ 32,170.32    |                 | Overtime for additional 13 EMS Single Role Providers due to recent AMR contract termination                                             |
| GENERAL FUND            | FIRE & EMERGENCY SERVICES | EMERGENCY RESPONSE             | EXPENSE | \$ 2,251.00     |                 | FICA for Backfill Overtime for additional 13 EMS Single Role Providers due to recent AMR contract termination                           |
| GENERAL FUND            | FIRE & EMERGENCY SERVICES | EMERGENCY RESPONSE             | EXPENSE | \$ 527.00       |                 | Medicare for Backfill Overtime for additional 13 EMS Single Role Providers due to recent AMR contract termination                       |
| GENERAL FUND            | FIRE & EMERGENCY SERVICES | EMERGENCY RESPONSE             | EXPENSE | \$ 1,995.00     |                 | FICA for Overtime for additional 13 EMS Single Role Providers due to recent AMR contract termination                                    |
| GENERAL FUND            | FIRE & EMERGENCY SERVICES | EMERGENCY RESPONSE             | EXPENSE | \$ 467.00       |                 | Medicare for Overtime for additional 13 EMS Single Role Providers due to recent AMR contract termination                                |
| GENERAL FUND            | FIRE & EMERGENCY SERVICES | EMERGENCY RESPONSE             | EXPENSE | \$ 300,000.00   |                 | Stock up of ambulance units and increase in supply use due to AMR not restocking basic supplies for 12,000 plus EMS incidents.          |
| GENERAL FUND            | FIRE & EMERGENCY SERVICES | EMERGENCY RESPONSE             | EXPENSE | \$ 10,000.00    |                 | Safety Toe Boots, Shirts x 4, Pants x 4, Hats, Badges, T-Shirts for 13 EMS Single Role Providers due to recent AMR contract termination |
| GENERAL FUND            | FIRE & EMERGENCY SERVICES | EMERGENCY RESPONSE             | EXPENSE | \$ 4,500.00     |                 | Exam Fees for Underserved CLC Residents (100x\$45) for Single Role Provider Hiring.                                                     |
| GENERAL FUND            | FIRE & EMERGENCY SERVICES | EMERGENCY RESPONSE             | EXPENSE | \$ 19,651.18    |                 | Physicals for 13 EMS Single Role Providers due to recent AMR contract termination                                                       |
| GENERAL FUND            | FIRE & EMERGENCY SERVICES | EMERGENCY RESPONSE             | EXPENSE | \$ 57,500.00    |                 | Emergency Medical Service Management and Consultants Fees based on 2.25m                                                                |
| PUBLIC PARK DEVELOPMENT | PARKS & RECREATION        | CONSTRUCTION,MAINT,BEAUTIFICAT | EXPENSE | \$ 2,000,000.00 |                 | This is an adjustment for a grant to match actuals/available balance.                                                                   |



# City Council Action and Executive Summary

26-060

Type of Action:  
☒ Resolution  
☐ Ordinance  
☐ TIDD Resolution

|              |                                                                       |                                       |                                       |                                       |                                       |                                       |                              |
|--------------|-----------------------------------------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|------------------------------|
| District:    | <input checked="" type="checkbox"/> 1                                 | <input checked="" type="checkbox"/> 2 | <input checked="" type="checkbox"/> 3 | <input checked="" type="checkbox"/> 4 | <input checked="" type="checkbox"/> 5 | <input checked="" type="checkbox"/> 6 | <input type="checkbox"/> N/A |
| 1st Reading: |                                                                       |                                       |                                       | Adopted:                              | November 3, 2025                      |                                       |                              |
| Drafter:     | Hayford Danso                                                         |                                       |                                       | Department:                           | City Manager's Office                 |                                       |                              |
| Title:       | A RESOLUTION AMENDING THE FY2026 - 2031 CAPITAL IMPROVEMENTS PROGRAM. |                                       |                                       |                                       |                                       |                                       |                              |

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

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

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

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

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

**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.  
2. Vote "No"; this will not amend the City of Las Cruces FY2026 through FY2031 CIP.

#### Agenda Item #7.1.

3. Vote to "Amend"; this could potentially amend the Las Cruces FY2026 through FY2031 CIP, requiring pages in the program document to be added, deleted or modified.
4. Vote to "Table"; this will delay the use of funds for amended projects.

**RESOLUTION 26-060**

**A RESOLUTION AMENDING THE FY2026 - 2031 CAPITAL IMPROVEMENTS PROGRAM.**

The City Council is informed that:

**WHEREAS**, the Capital Improvements Program (CIP) is a six-year program that identifies capital projects which address capital needs to build, replace, expand, and improve infrastructure and systems; and

**WHEREAS**, in accordance with the provisions of Article VI. Section 6.03 of the City Charter, the financing and location of capital improvements is guided by the City's Comprehensive Plan, Elevate Las Cruces; and

**WHEREAS**, pursuant to Article V. Section 5.08 of the City Charter, Council may supplement, reduce or transfer appropriations.

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

**(I)**

**THAT** the Capital Improvements Program for FY2026 through FY2031, attached hereto and made part of this Resolution as Exhibit "A", is hereby approved.

**(II)**

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

**DONE AND APPROVED this** day of

Agenda Item #7.1.

APPROVED

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

**Moved by:**

**Seconded by:**

**AYES**

**NAYS**

CITY OF LAS CRUCES  
CAPITAL IMPROVEMENTS PROGRAM  
FY 2026 - 2031

AMENDED - NOVEMBER 3, 2025

| Project Title                                                          | Department         | Funded<br>FY2026 | Unfunded         |                 |                 |                  |                  | Funding Source       |
|------------------------------------------------------------------------|--------------------|------------------|------------------|-----------------|-----------------|------------------|------------------|----------------------|
|                                                                        |                    |                  | FY2027           | FY2028          | FY2029          | FY2030           | FY2031           |                      |
| <b>Active Transportation</b>                                           |                    | \$               | \$               | \$              | \$              | \$               | \$               |                      |
| <b>Active Transportation - Newly Funded</b>                            |                    | \$ -             | \$ -             | \$ -            | \$ -            | \$ -             | \$ -             |                      |
| Active Transportation - Carryover                                      |                    | \$ 5,606,400.34  | \$ 2,555,000.00  | \$ 500,000.00   | \$ 500,000.00   | \$ -             | \$ -             |                      |
| Active Transportation Program                                          |                    | \$ 3,656,310.59  | \$ 665,000.00    | \$ -            | \$ -            | \$ -             | \$ -             |                      |
| Active Transportation Projects                                         |                    | \$ 350,000.00    | \$ -             | \$ -            | \$ -            | \$ -             | \$ -             | Grants               |
| Pending 2025 Legislative Appropriation                                 |                    | \$ -             | \$ 400,000.00    | \$ -            | \$ -            | \$ -             | \$ -             |                      |
| Pending Design Approval - Ethel Ave.                                   |                    | \$ -             | \$ 265,000.00    | \$ -            | \$ -            | \$ -             | \$ -             |                      |
| Madrid Ave Extension - Evelyn St to N Triviz Dr                        | Public Works       | \$ 1,211,457.59  | \$ -             | \$ -            | \$ -            | \$ -             | \$ -             | Bonds                |
| Melendres Ave/Pittsburg - Hadley to Picacho                            | Public Works       | \$ 1,094,853.00  | \$ -             | \$ -            | \$ -            | \$ -             | \$ -             | Bonds                |
| South Main St - Avenida de Mesilla to Boutz                            | Public Works       | \$ 1,000,000.00  | \$ -             | \$ -            | \$ -            | \$ -             | \$ -             | 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 | \$ 801,691.94    | \$ -             | \$ -            | \$ -            | \$ -             | \$ -             | Grants               |
| Tortugas Trail                                                         | Parks & Recreation | \$ 65,543.64     | \$ 350,000.00    | \$ -            | \$ -            | \$ -             | \$ -             | Grants, Other        |
| University Multi-Use Trail Loop                                        | Parks & Recreation | \$ 987,854.17    | \$ -             | \$ -            | \$ -            | \$ -             | \$ -             | Grants, Taxes        |
| <b>Active Transportation - Annual</b>                                  |                    | \$ 150,000.00    | \$ 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    | \$ -             |                      |
| <b>ADA Sidewalk Program</b>                                            | Public Works       | \$ 621,740.38    | \$ 110,000.00    | \$ 110,000.00   | \$ 110,000.00   | \$ 110,000.00    | \$ -             | Taxes                |
| <b>Active Transportation - Future</b>                                  |                    | \$ -             | \$ 174,000.00    | \$ -            | \$ -            | \$ -             | \$ -             |                      |
| Green Cool Corridors for Bicycles                                      | Sustainability     | \$ -             | \$ 174,000.00    | \$ -            | \$ -            | \$ -             | \$ -             | Grants, Taxes        |
| <b>SUBTOTAL</b>                                                        |                    | \$ 5,756,400.34  | \$ 2,839,000.00  | \$ 610,000.00   | \$ 610,000.00   | \$ 110,000.00    | \$ -             |                      |
| <b>Airport</b>                                                         |                    | \$               | \$               | \$              | \$              | \$               | \$               |                      |
| <b>Airport - Newly Funded</b>                                          |                    | \$ 454,982.00    | \$ -             | \$ -            | \$ -            | \$ -             | \$ -             |                      |
| <b>LRU Airport Automated Weather Observation System (AWOS)</b>         | Las Cruces Airport | \$ 1,319,671.00  | \$ 475,000.00    | \$ -            | \$ -            | \$ -             | \$ -             | Grants               |
| <b>Airport - Carryover</b>                                             |                    | \$ 3,385,113.48  | \$ 6,850,000.00  | \$ -            | \$ -            | \$ -             | \$ -             |                      |
| LRU Runway Improvements                                                |                    | \$ 2,903,545.03  | \$ 1,500,000.00  | \$ -            | \$ -            | \$ -             | \$ -             |                      |
| LRU Runway 4-22 Rehabilitation                                         | Las Cruces Airport | \$ 2,333,919.66  | \$ 1,500,000.00  | \$ -            | \$ -            | \$ -             | \$ -             | Grants               |
| LRU Runways 8-26 and 12-30 Blast Pads                                  | Las Cruces Airport | \$ 569,625.37    | \$ -             | \$ -            | \$ -            | \$ -             | \$ -             | Grants, Taxes        |
| LRU Infrastructure Extensions/Improvements                             | Las Cruces Airport | \$ 481,568.45    | \$ 5,350,000.00  | \$ -            | \$ -            | \$ -             | \$ -             | Grants, Taxes        |
| <b>Airport - Annual</b>                                                |                    | \$ 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        |
| <b>Airport - Future</b>                                                |                    | \$ -             | \$ 18,539,000.00 | \$ 7,050,000.00 | \$ 5,150,000.00 | \$ 38,770,000.00 | \$ 17,500,000.00 |                      |
| LRU Runway Improvements                                                |                    | \$ -             | \$ -             | \$ -            | \$ -            | \$ 27,500,000.00 | \$ 17,500,000.00 |                      |
| LRU Runway 12/30 Extension                                             | Las Cruces Airport | \$ -             | \$ -             | \$ -            | \$ -            | \$ -             | \$ 17,500,000.00 | Grants, Other, Taxes |
| Runway 8/26 Extension                                                  | Las Cruces Airport | \$ -             | \$ -             | \$ -            | \$ -            | \$ 27,500,000.00 | \$ -             | Grants, Taxes        |
| LRU Airline Ground Support Equipment Facility Design and Construction  | Las Cruces Airport | \$ -             | \$ -             | \$ -            | \$ 750,000.00   | \$ -             | \$ -             | Other                |
| LRU Airport Automated Weather Observation System (AWOS)                | Las Cruces Airport | \$ -             | \$ 475,000.00    | \$ -            | \$ -            | \$ -             | \$ -             | Grants, Taxes        |
| LRU Airport Maintenance Equipment                                      | Las Cruces Airport | \$ -             | \$ -             | \$ 750,000.00   | \$ -            | \$ -             | \$ -             | Grants, Taxes        |
| LRU Airport Rotating Beacon                                            | Las Cruces Airport | \$ -             | \$ 345,000.00    | \$ -            | \$ -            | \$ -             | \$ -             | Grants, Taxes        |
| LRU Apron West Rehabilitation                                          | Las Cruces Airport | \$ -             | \$ -             | \$ -            | \$ -            | \$ 70,000.00     | \$ -             | Grants, Taxes        |
| LRU ARFF (Airport Rescue and Fire Fighting) Index B Equipment Upgrades | Las Cruces Airport | \$ -             | \$ 1,600,000.00  | \$ -            | \$ -            | \$ -             | \$ -             | Grants, Taxes        |
| LRU Commercial Hangar Design and Construction                          | Las Cruces Airport | \$ -             | \$ -             | \$ 2,850,000.00 | \$ -            | \$ -             | \$ -             | Grants, Taxes        |
| LRU East Road Extensions/Improvements                                  | Las Cruces Airport | \$ -             | \$ -             | \$ -            | \$ -            | \$ 11,200,000.00 | \$ -             | Other                |
| LRU Fuel Farm Relocation and Expansion                                 | Las Cruces Airport | \$ -             | \$ -             | \$ -            | \$ 1,900,000.00 | \$ -             | \$ -             | Other                |
| LRU Maintenance Facility Design and Construction                       | Las Cruces Airport | \$ -             | \$ 550,000.00    | \$ -            | \$ -            | \$ -             | \$ -             | Grants               |
| LRU Multi-Modal Public Passenger Transit Facility                      | Las Cruces Airport | \$ -             | \$ -             | \$ -            | \$ 2,500,000.00 | \$ -             | \$ -             | Other                |
| LRU Passenger Terminal Design and Construction                         | Las Cruces Airport | \$ -             | \$ 9,600,000.00  | \$ -            | \$ -            | \$ -             | \$ -             | Grants, Taxes        |
| LRU Passenger Terminal Parking Design and Construction                 | Las Cruces Airport | \$ -             | \$ 1,600,000.00  | \$ -            | \$ -            | \$ -             | \$ -             | Grants, Taxes        |
| LRU Taxi Lane Extensions/Improvements                                  | Las Cruces Airport | \$ -             | \$ -             | \$ 3,450,000.00 | \$ -            | \$ -             | \$ -             | Other                |
| Taxiway C Rehabilitation                                               | Las Cruces Airport | \$ -             | \$ 4,369,000.00  | \$ -            | \$ -            | \$ -             | \$ -             | Grants, Other, Taxes |
| <b>SUBTOTAL</b>                                                        |                    | \$ 4,015,095.48  | \$ 25,874,000.00 | \$ 7,335,000.00 | \$ 5,435,000.00 | \$ 39,055,000.00 | \$ 17,500,000.00 |                      |

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

AMENDED - NOVEMBER 3, 2023

| Project Title                                        | Department                    | Funded<br>FY2026 | Unfunded         |                 |                  |                 |                 | Funding Source       |
|------------------------------------------------------|-------------------------------|------------------|------------------|-----------------|------------------|-----------------|-----------------|----------------------|
|                                                      |                               |                  | FY2027           | FY2028          | FY2029           | FY2030          | FY2031          |                      |
| <b>Attainable/Affordable Housing</b>                 |                               | \$               | \$               | \$              | \$               | \$              | \$              |                      |
| <b>Attainable/Affordable Housing - Newly Funded</b>  |                               | \$ 8,222,334.00  | \$ -             | \$ -            | \$ -             | \$ -            | \$ -            |                      |
| 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        |
| <b>Attainable/Affordable Housing - Carryover</b>     |                               | \$ 15,695,106.83 | \$ 3,537,401.00  | \$ -            | \$ -             | \$ -            | \$ -            |                      |
| MVCoH Campus Extension (Amador Crossing)             | Housing and Neighborhood Svcs | \$ 15,695,106.83 | \$ 2,737,401.00  | \$ -            | \$ -             | \$ -            | \$ -            | Grants, Telshor      |
| Pending 2025 Legislative Appropriation               |                               | \$ -             | \$ 800,000.00    | \$ -            | \$ -             | \$ -            | \$ -            |                      |
| <b>Attainable/Affordable Housing - Annual</b>        |                               | \$ -             | \$ -             | \$ -            | \$ -             | \$ -            | \$ -            |                      |
| <b>Attainable/Affordable Housing - Future</b>        |                               | \$ -             | \$ 12,550,000.00 | \$ 7,050,000.00 | \$ -             | \$ 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 | \$ -            |                      |
| Paseos Verdes                                        | Housing and Neighborhood Svcs | \$ -             | \$ 6,000,000.00  | \$ 2,000,000.00 | \$ 2,000,000.00  | \$ 2,000,000.00 | \$ -            | Bonds, Grants, Taxes |
| Pending 2025 Legislative Appropriation               | Housing and Neighborhood Svcs | \$ -             | \$ 1,050,000.00  | \$ -            | \$ -             | \$ -            | \$ -            | Bonds, Grants, Taxes |
| <b>SUBTOTAL</b>                                      |                               | \$ 23,917,440.83 | \$ 16,087,401.00 | \$ 7,050,000.00 | \$ 12,050,000.00 | \$ 7,050,000.00 | \$ 5,050,000.00 |                      |

|                                                   |                       |               |                  |               |               |               |      |                                   |
|---------------------------------------------------|-----------------------|---------------|------------------|---------------|---------------|---------------|------|-----------------------------------|
| <b>City Operational Facilities</b>                |                       | \$            | \$               | \$            | \$            | \$            | \$   |                                   |
| <b>City Operational Facilities - Newly Funded</b> |                       | \$ -          | \$ -             | \$ -          | \$ -          | \$ -          | \$ - |                                   |
| <b>City Operational Facilities - Carryover</b>    |                       | \$ 263,214.00 | \$ -             | \$ -          | \$ -          | \$ -          | \$ - |                                   |
| Safety, Health, Environmental & Emergency         |                       | \$ 263,214.00 | \$ -             | \$ -          | \$ -          | \$ -          | \$ - |                                   |
| City Hall Security Upgrades                       | Facilities Management | \$ -          | \$ -             | \$ -          | \$ -          | \$ -          | \$ - | 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                             |
| <b>City Operational Facilities - Annual</b>       |                       | \$ -          | \$ 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                             |
| <b>City Operational Facilities - Future</b>       |                       | \$ -          | \$ 10,146,500.00 | \$ 300,000.00 | \$ 210,000.00 | \$ 200,000.00 | \$ - |                                   |
| General Facilities Improvements                   |                       | \$ -          | \$ 7,922,500.00  | \$ -          | \$ -          | \$ -          | \$ - |                                   |
| City Hall Expansion                               | Facilities Management | \$ -          | \$ 7,500,000.00  | \$ -          | \$ -          | \$ -          | \$ - | Other                             |
| East Mesa Center Emergency Generator (Sage Café)  | Quality of Life       | \$ -          | \$ 422,500.00    | \$ -          | \$ -          | \$ -          | \$ - | Grants, Taxes                     |
| HVAC Upgrade Program                              |                       | \$ -          | \$ 400,000.00    | \$ 200,000.00 | \$ 200,000.00 | \$ 200,000.00 | \$ - |                                   |
| HVAC Upgrade Program                              | Facilities Management | \$ -          | \$ 400,000.00    | \$ 200,000.00 | \$ 200,000.00 | \$ 200,000.00 | \$ - | Taxes                             |
| Refuse & Recycling Buffer Program                 |                       | \$ -          | \$ 24,000.00     | \$ 100,000.00 | \$ 10,000.00  | \$ -          | \$ - |                                   |
| Refuse & Recycling Buffer Program                 | Facilities Management | \$ -          | \$ 24,000.00     | \$ 100,000.00 | \$ 10,000.00  | \$ -          | \$ - | Taxes                             |
| East Mesa Outdoor Pool - Ground Stabilization     | Parks & Recreation    | \$ -          | \$ 1,100,000.00  | \$ -          | \$ -          | \$ -          | \$ - | ARPA, Bonds, Grants, Taxes        |
| Office Renovation - Castaneda Service Center      | Parks & Recreation    | \$ -          | \$ 100,000.00    | \$ -          | \$ -          | \$ -          | \$ - | ARPA, Bonds, Grants, Other, Taxes |
| Satellite Park Maintenance Yard and Facility      | Parks & Recreation    | \$ -          | \$ 600,000.00    | \$ -          | \$ -          | \$ -          | \$ - | ARPA, Bonds, Grants, Other, Taxes |
| <b>SUBTOTAL</b>                                   |                       | \$ 263,214.00 | \$ 11,163,000.00 | \$ 555,500.00 | \$ 465,500.00 | \$ 455,500.00 | \$ - |                                   |

|                                                   |                       |               |               |              |      |      |      |                                   |
|---------------------------------------------------|-----------------------|---------------|---------------|--------------|------|------|------|-----------------------------------|
| <b>Equipment &amp; IT</b>                         |                       | \$            | \$            | \$           | \$   | \$   | \$   |                                   |
| <b>Equipment &amp; IT - Newly Funded</b>          |                       | \$ -          | \$ 181,500.00 | \$ -         | \$ - | \$ - | \$ - |                                   |
| Access Channel Capital Improvement                | Communications        | \$ -          | \$ 181,500.00 | \$ -         | \$ - | \$ - | \$ - | Other                             |
| <b>Equipment &amp; IT - Carryover</b>             |                       | \$ 110,000.00 | \$ -          | \$ -         | \$ - | \$ - | \$ - |                                   |
| Safety, Health, Environmental & Emergency         |                       | \$ 110,000.00 | \$ -          | \$ -         | \$ - | \$ - | \$ - |                                   |
| Senior Program Equipment and Rolling Stock        | Quality of Life       | \$ 110,000.00 | \$ -          | \$ -         | \$ - | \$ - | \$ - | Grants, Taxes                     |
| <b>Equipment &amp; IT - Annual</b>                |                       | \$ -          | \$ -          | \$ -         | \$ - | \$ - | \$ - |                                   |
| <b>Equipment &amp; IT - Future</b>                |                       | \$ -          | \$ 483,000.00 | \$ 92,000.00 | \$ - | \$ - | \$ - |                                   |
| Audio and Visual Equipment Upgrades for City Hall | Facilities Management | \$ -          | \$ 383,000.00 | \$ 92,000.00 | \$ - | \$ - | \$ - | Taxes                             |
| Police Equipment - New and Replacement            | Parks & Recreation    | \$ -          | \$ 100,000.00 | \$ -         | \$ - | \$ - | \$ - | ARPA, Bonds, Grants, Other, Taxes |
| <b>SUBTOTAL</b>                                   |                       | \$ 110,000.00 | \$ 664,500.00 | \$ 92,000.00 | \$ - | \$ - | \$ - |                                   |

CITY OF LAS CRUCES  
CAPITAL IMPROVEMENTS PROGRAM  
FY 2026 - 2031

AMENDED - NOVEMBER 3, 2025

| Project Title                                                    | Department                    | Funded<br>FY2026 | Unfunded         |                 |                 |        |        | Funding Source |
|------------------------------------------------------------------|-------------------------------|------------------|------------------|-----------------|-----------------|--------|--------|----------------|
|                                                                  |                               |                  | FY2027           | FY2028          | FY2029          | FY2030 | FY2031 |                |
| <b>Non-Profit</b>                                                |                               | \$               | \$               | \$              | \$              | \$     | \$     |                |
| <b>Non-Profit - Newly Funded</b>                                 |                               | \$ -             | \$ -             | \$ -            | \$ -            | \$ -   | \$ -   |                |
| <b>Non-Profit - Carryover</b>                                    |                               | \$ 9,288,794.25  | \$ 16,224,356.00 | \$ -            | \$ -            | \$ -   | \$ -   |                |
| MVCOH Health Facility                                            |                               | \$ 1,162,843.86  | \$ -             | \$ -            | \$ -            | \$ -   | \$ -   |                |
| MVCH Health Facility Improvements                                | Non-Profit                    | \$ 1,162,843.86  | \$ -             | \$ -            | \$ -            | \$ -   | \$ -   | Grants         |
| Arts and Cultural District Improvements                          | Non-Profit                    | \$ 2,680,941.83  | \$ -             | \$ -            | \$ -            | \$ -   | \$ -   | Grants         |
| Jardin de los Niños Re-Roof                                      | Non-Profit                    | \$ 223,659.77    | \$ 150,000.00    | \$ -            | \$ -            | \$ -   | \$ -   | Grants         |
| La Casa, Inc. Improvements (Flooring, Painting, Shade Structure) | Non-Profit                    | \$ 301,000.00    | \$ -             | \$ -            | \$ -            | \$ -   | \$ -   | 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                    | \$ 1,095,250.20  | \$ 1,000,000.00  | \$ -            | \$ -            | \$ -   | \$ -   | Grants         |
| MVCOH Restroom Showers & Mechanical Room                         | Facilities Management         | \$ 269,000.00    | \$ -             | \$ -            | \$ -            | \$ -   | \$ -   | Telshor        |
| The Kitchens at MVCOH                                            | Non-Profit                    | \$ 2,981,898.59  | \$ 14,574,356.00 | \$ -            | \$ -            | \$ -   | \$ -   | Grants         |
| <b>Non-Profit - Annual</b>                                       |                               | \$ -             | \$ -             | \$ -            | \$ -            | \$ -   | \$ -   |                |
| <b>Non-Profit - Future</b>                                       |                               | \$ -             | \$ 7,320,000.00  | \$ 2,000,000.00 | \$ 2,000,000.00 | \$ -   | \$ -   |                |
| MVCOH Health Facility                                            |                               | \$ -             | \$ 330,000.00    | \$ -            | \$ -            | \$ -   | \$ -   |                |
| Health Facility Phase IV                                         | Non-Profit                    | \$ -             | \$ 330,000.00    | \$ -            | \$ -            | \$ -   | \$ -   | Grants         |
| Jardin de los Niños Security Improvements                        | Non-Profit                    | \$ -             | \$ 200,000.00    | \$ -            | \$ -            | \$ -   | \$ -   | Grants         |
| MVCH Bldg 1 Solar Project                                        | Non-Profit                    | \$ -             | \$ 600,000.00    | \$ -            | \$ -            | \$ -   | \$ -   | Other          |
| MVCH Patio to Office Remodel                                     | Non-Profit                    | \$ -             | \$ 1,000,000.00  | \$ -            | \$ -            | \$ -   | \$ -   | Grants         |
| MVCH Solar Parking Structure                                     | Non-Profit                    | \$ -             | \$ 600,000.00    | \$ -            | \$ -            | \$ -   | \$ -   | Grants         |
| MVCOH Master Plan Implementation                                 | Housing and Neighborhood Svcs | \$ -             | \$ 4,000,000.00  | \$ 2,000,000.00 | \$ 2,000,000.00 | \$ -   | \$ -   | Grants, Taxes  |
| Pending 2025 Legislative Appropriation                           |                               | \$ -             | \$ 590,000.00    | \$ -            | \$ -            | \$ -   | \$ -   |                |
| <b>SUBTOTAL</b>                                                  |                               | \$ 9,288,794.25  | \$ 23,544,356.00 | \$ 2,000,000.00 | \$ 2,000,000.00 | \$ -   | \$ -   |                |

|                                         |                    |      |               |      |      |      |      |                                   |
|-----------------------------------------|--------------------|------|---------------|------|------|------|------|-----------------------------------|
| <b>Other</b>                            |                    | \$   | \$            | \$   | \$   | \$   | \$   |                                   |
| <b>Other - Newly Funded</b>             |                    | \$ - | \$ -          | \$ - | \$ - | \$ - | \$ - |                                   |
| <b>Other - Carryover</b>                |                    | \$ - | \$ -          | \$ - | \$ - | \$ - | \$ - |                                   |
| <b>Other - Future</b>                   |                    | \$ - | \$ 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 |
| <b>SUBTOTAL</b>                         |                    | \$ - | \$ 653,000.00 | \$ - | \$ - | \$ - | \$ - |                                   |

|                                                          |                    |                 |                 |                  |                  |                  |                 |                                        |
|----------------------------------------------------------|--------------------|-----------------|-----------------|------------------|------------------|------------------|-----------------|----------------------------------------|
| <b>Park Improvements</b>                                 |                    | \$              | \$              | \$               | \$               | \$               | \$              |                                        |
| <b>Park Improvements - Newly Funded</b>                  |                    | \$ -            | \$ -            | \$ -             | \$ -             | \$ -             | \$ -            |                                        |
| <b>Park Improvements - Carryover</b>                     |                    | \$ 9,762,086.27 | \$ 9,250,007.19 | \$ 2,650,000.00  | \$ 2,775,000.00  | \$ 2,900,000.00  | \$ 3,025,000.00 |                                        |
| Apodaca Park Aquatic Playground and Multi-Use Path       | Parks & Recreation | \$ 1,352,339.75 | \$ -            | \$ -             | \$ -             | \$ -             | \$ -            | Grants, PIF, Taxes                     |
| Balfield/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 | \$ 2,523,524.69 | \$ 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 |
| Pending 2025 Legislative Appropriation                   |                    | \$ -            | \$ 100,000.00   | \$ -             | \$ -             | \$ -             | \$ -            |                                        |
| Park Drinking Fountains                                  | Parks & Recreation | \$ 444,387.23   | \$ 55,000.00    | \$ -             | \$ -             | \$ -             | \$ -            | Grants, Telshor Fund                   |
| Pioneer Women's Park improvements                        | Parks & Recreation | \$ 459,833.41   | \$ -            | \$ -             | \$ -             | \$ -             | \$ -            | Grants                                 |
| Skate Park Improvements                                  | Parks & Recreation | \$ 334,203.22   | \$ -            | \$ -             | \$ -             | \$ -             | \$ -            | Grants, PIF                            |
| Sports Field Lighting                                    | Parks & Recreation | \$ 3,400,000.00 | \$ -            | \$ -             | \$ -             | \$ -             | \$ -            | Bonds                                  |
| Valley View Park - Heske Garden Lighting Replacement     | Parks & Recreation | \$ 492,000.00   | \$ -            | \$ -             | \$ -             | \$ -             | \$ -            | Grants, Taxes                          |
| <b>Park Improvements - Annual</b>                        |                    | \$ 2,483,172.07 | \$ 5,973,000.00 | \$ 2,325,000.00  | \$ 1,926,000.00  | \$ 2,526,000.00  | \$ 500,000.00   |                                        |
| Neighborhood Parks                                       |                    | \$ 1,879,367.07 | \$ 4,900,000.00 | \$ 1,800,000.00  | \$ 1,900,000.00  | \$ 2,000,000.00  | \$ -            |                                        |
| Playground Renovations                                   | Parks & Recreation | \$ 1,879,367.07 | \$ 4,900,000.00 | \$ 1,800,000.00  | \$ 1,900,000.00  | \$ 2,000,000.00  | \$ -            | Grants, Other, Telshor Fund            |
| 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                                  |
| Restroom Improvements and New Restrooms                  | Parks & Recreation | \$ 580,555.00   | \$ 1,000,000.00 | \$ 500,000.00    | \$ -             | \$ 500,000.00    | \$ 500,000.00   | PIF                                    |
| <b>Park Improvements - Future</b>                        |                    | \$ -            | \$ 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   |                                        |

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

AMENDED - NOVEMBER 3, 2025

| Project Title                                                 | Department            | Funded<br>FY2026        | Unfunded                |                         |                         |                         |                        | Funding Source                         |
|---------------------------------------------------------------|-----------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|------------------------|----------------------------------------|
|                                                               |                       |                         | FY2027                  | FY2028                  | FY2029                  | FY2030                  | FY2031                 |                                        |
| 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                                  |
| <b>SUBTOTAL</b>                                               |                       | <b>\$ 12,245,258.34</b> | <b>\$ 21,117,007.19</b> | <b>\$ 18,475,000.00</b> | <b>\$ 34,851,000.00</b> | <b>\$ 35,176,000.00</b> | <b>\$ 3,675,000.00</b> |                                        |

|                                                  |                      |                        |                         |                        |                        |                        |                        |                                        |
|--------------------------------------------------|----------------------|------------------------|-------------------------|------------------------|------------------------|------------------------|------------------------|----------------------------------------|
| <b>Parks - New</b>                               |                      | <b>\$</b>              | <b>\$</b>               | <b>\$</b>              | <b>\$</b>              | <b>\$</b>              | <b>\$</b>              |                                        |
| <b>Parks - New - Newly Funded</b>                |                      | <b>\$ 2,000,000.00</b> | <b>\$ -</b>             | <b>\$ -</b>            | <b>\$ -</b>            | <b>\$ -</b>            | <b>\$ -</b>            |                                        |
| Bike Park                                        | Parks & Recreation   | \$ 2,000,000.00        | \$ 4,983,700.00         | \$ -                   | \$ 1,407,498.00        | \$ -                   | \$ -                   | ARPA, Bonds, Grants, Other, PIF, Taxes |
| <b>Parks - New - Carryover</b>                   |                      | <b>\$ 3,458,431.50</b> | <b>\$ 3,995,000.00</b>  | <b>\$ 920,000.00</b>   | <b>\$ 500,000.00</b>   | <b>\$ 920,000.00</b>   | <b>\$ 920,000.00</b>   |                                        |
| Neighborhood Parks                               |                      | \$ 619,814.00          | \$ 2,760,000.00         | \$ 920,000.00          | \$ 500,000.00          | \$ 920,000.00          | \$ 920,000.00          |                                        |
| Developer Neighborhood Park Reimbursement        | Parks & Recreation   | \$ 619,814.00          | \$ 2,760,000.00         | \$ 920,000.00          | \$ 500,000.00          | \$ 920,000.00          | \$ 920,000.00          | PIF                                    |
| Chandler Tank Park Phase 1                       | Parks & Recreation   | \$ 1,079,203.05        | \$ -                    | \$ -                   | \$ -                   | \$ -                   | \$ -                   | 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   | \$ 377,923.76          | \$ 1,150,000.00         | \$ -                   | \$ -                   | \$ -                   | \$ -                   | Bonds, Grants, Other, PIF              |
| Veteran's Memorial Park Enhancements             | Parks & Recreation   | \$ 235,000.00          | \$ -                    | \$ -                   | \$ -                   | \$ -                   | \$ -                   | ARPA, Bonds, Grants, Taxes             |
| <b>Parks - New - Annual</b>                      |                      | <b>\$ 600,000.00</b>   | <b>\$ 1,550,000.00</b>  | <b>\$ 800,000.00</b>   | <b>\$ 800,000.00</b>   | <b>\$ 800,000.00</b>   | <b>\$ 950,000.00</b>   |                                        |
| Neighborhood Parks                               |                      | \$ 500,000.00          | \$ 500,000.00           | \$ 500,000.00          | \$ 500,000.00          | \$ 500,000.00          | \$ 500,000.00          |                                        |
| Neighborhood Parks                               | Parks & Recreation   | \$ 500,000.00          | \$ 500,000.00           | \$ 500,000.00          | \$ 500,000.00          | \$ 500,000.00          | \$ 500,000.00          | PIF                                    |
| Land Acquisition, Planning, and Design for Parks | Parks & Recreation   | \$ 100,000.00          | \$ 1,050,000.00         | \$ 300,000.00          | \$ 300,000.00          | \$ 300,000.00          | \$ 450,000.00          | Bonds, PIF                             |
| <b>Parks - New - Future</b>                      |                      | <b>\$ -</b>            | <b>\$ 5,333,700.00</b>  | <b>\$ 3,500,000.00</b> | <b>\$ 1,407,498.00</b> | <b>\$ 2,000,000.00</b> | <b>\$ 240,000.00</b>   |                                        |
| Event Park                                       | Parks & Recreation   | \$ -                   | \$ -                    | \$ -                   | \$ -                   | \$ -                   | \$ 240,000.00          | ARPA, Bonds, Grants, Other, PIF        |
| Waterfalls Park                                  | Parks & Recreation   | \$ -                   | \$ 350,000.00           | \$ 3,500,000.00        | \$ -                   | \$ 2,000,000.00        | \$ -                   | Bonds, Grants, PIF, Taxes              |
| <b>SUBTOTAL</b>                                  |                      | <b>\$ 6,058,431.50</b> | <b>\$ 10,878,700.00</b> | <b>\$ 5,220,000.00</b> | <b>\$ 2,707,498.00</b> | <b>\$ 3,720,000.00</b> | <b>\$ 2,110,000.00</b> |                                        |

|                                                     |                       |                         |                         |                         |                        |                        |                     |                            |
|-----------------------------------------------------|-----------------------|-------------------------|-------------------------|-------------------------|------------------------|------------------------|---------------------|----------------------------|
| <b>Public Facilities</b>                            |                       | <b>\$</b>               | <b>\$</b>               | <b>\$</b>               | <b>\$</b>              | <b>\$</b>              | <b>\$</b>           |                            |
| <b>Public Facilities - Newly Funded</b>             |                       | <b>\$ 522,420.08</b>    | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>            | <b>\$ -</b>            | <b>\$ -</b>         |                            |
| DC Fast Charger - Electric Vehicle Charger          | Sustainability        | \$ 522,420.08           | \$ -                    | \$ -                    | \$ -                   | \$ -                   | \$ -                | Grant                      |
| <b>Public Facilities - Carryover</b>                |                       | <b>\$ 24,602,243.57</b> | <b>\$ 36,966,431.64</b> | <b>\$ 43,479,721.32</b> | <b>\$ 7,672,226.32</b> | <b>\$ 7,672,226.32</b> | <b>\$ 59,000.00</b> |                            |
| General Facilities Improvements                     |                       | \$ 8,988,909.16         | \$ 20,479,442.00        | \$ 35,607,495.00        | \$ 1,000,000.00        | \$ 1,000,000.00        | \$ -                |                            |
| Amador Hotel Renovation                             | Quality of Life       | \$ 3,833,929.60         | \$ 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       | \$ 125,252.44           | \$ -                    | \$ -                    | \$ -                   | \$ -                   | \$ -                | 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       | \$ 1,164,871.36         | \$ 15,310,642.00        | \$ 17,107,495.00        | \$ -                   | \$ -                   | \$ -                | Bonds, Grants, Taxes, TIDD |
| Pending 2025 Legislative Appropriation              |                       | \$ -                    | \$ 970,000.00           | \$ -                    | \$ -                   | \$ -                   | \$ -                |                            |
| 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       | \$ 1,413,552.88         | \$ -                    | \$ -                    | \$ -                   | \$ -                   | \$ -                | Grants                     |
| Museum of Nature & Science Atrium Redesign          | Quality of Life       | \$ 43,092.29            | \$ -                    | \$ -                    | \$ -                   | \$ -                   | \$ -                | Grants, TIDD               |
| Museum Technology Improvements                      | Quality of Life       | \$ 210,000.00           | \$ -                    | \$ -                    | \$ -                   | \$ -                   | \$ -                | TIDD                       |
| Generator Buffer Program                            |                       | \$ -                    | \$ 65,000.00            | \$ 15,000.00            | \$ 15,000.00           | \$ 15,000.00           | \$ -                |                            |
| Generator Buffer Program                            | Facilities Management | \$ -                    | \$ 65,000.00            | \$ 15,000.00            | \$ 15,000.00           | \$ 15,000.00           | \$ -                | Taxes                      |
| Generator Replacement Program                       |                       | \$ -                    | \$ 292,537.00           | \$ 59,000.00            | \$ 59,000.00           | \$ 59,000.00           | \$ 59,000.00        |                            |
| Generator Replacement Program                       | Facilities Management | \$ -                    | \$ 292,537.00           | \$ 59,000.00            | \$ 59,000.00           | \$ 59,000.00           | \$ 59,000.00        | Taxes                      |
| Roof Replacement Program                            |                       | \$ 2,053,215.00         | \$ 118,000.00           | \$ -                    | \$ -                   | \$ -                   | \$ -                |                            |
| Bus Station 4 Re-Roof                               | Facilities Management | \$ 500,000.00           | \$ -                    | \$ -                    | \$ -                   | \$ -                   | \$ -                | Bonds                      |
| Municipal Court Re-Roof                             | Facilities Management | \$ 350,000.00           | \$ -                    | \$ -                    | \$ -                   | \$ -                   | \$ -                | Bonds                      |
| Museum of Art/MoNaS Re-Roof                         | Facilities Management | \$ 815,000.00           | \$ -                    | \$ -                    | \$ -                   | \$ -                   | \$ -                | Bonds, TIDD                |
| Railroad Museum Re-roofing                          | Quality of Life       | \$ 116,965.00           | \$ -                    | \$ -                    | \$ -                   | \$ -                   | \$ -                | Bonds                      |
| El Grande Theater Re-Roof                           | Facilities Management | \$ 271,250.00           | \$ 118,000.00           | \$ -                    | \$ -                   | \$ -                   | \$ -                | TIDD                       |
| Branigan Cultural Center Improvements               | Quality of Life       | \$ 1,064,039.59         | \$ 2,000,000.00         | \$ 1,200,000.00         | \$ -                   | \$ -                   | \$ -                | Grants, Taxes, TIDD        |

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

AMENDED - NOVEMBER 3, 2025

| Project Title                                                 | Department            | Funded<br>FY2026       | Unfunded                |                        |                         |                        |        | Funding Source                         |
|---------------------------------------------------------------|-----------------------|------------------------|-------------------------|------------------------|-------------------------|------------------------|--------|----------------------------------------|
|                                                               |                       |                        | FY2027                  | FY2028                 | FY2029                  | FY2030                 | FY2031 |                                        |
| East Mesa Public Recreational Complex                         | Public Works          | \$ 3,213,557.00        | \$ -                    | \$ -                   | \$ -                    | \$ -                   | \$ -   | Bonds                                  |
| Pending 2025 Legislative Appropriation                        |                       |                        |                         |                        |                         |                        |        |                                        |
| Electrical Vehicle Fleet Chargers                             | Facilities Management | \$ 72,673.92           | \$ 75,000.00            | \$ -                   | \$ -                    | \$ -                   | \$ -   | Taxes                                  |
| Fire Station 4 Remodel                                        | Fire Department       | \$ 550,000.00          | \$ -                    | \$ -                   | \$ -                    | \$ -                   | \$ -   | Taxes, Other                           |
| GO Bond - ARPA                                                | Public Works          | \$ 241,928.00          | \$ -                    | \$ -                   | \$ -                    | \$ -                   | \$ -   | Bonds                                  |
| GO Bond 2022- E. Mesa Recreation Complex                      | Public Works          | \$ 1,192,523.51        | \$ -                    | \$ -                   | \$ -                    | \$ -                   | \$ -   | Bonds                                  |
| GO Bond 2022- Parks Improvements                              | Public Works          | \$ 2,037,610.61        | \$ -                    | \$ -                   | \$ -                    | \$ -                   | \$ -   | 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          | \$ 86,439.53           | \$ -                    | \$ -                   | \$ -                    | \$ -                   | \$ -   | Bonds                                  |
| Villa Mora Dam Park                                           | Parks & Recreation    | \$ 550,000.00          | \$ -                    | \$ -                   | \$ -                    | \$ -                   | \$ -   | Grants, Taxes                          |
| Voluntary Assessment District Phase II                        | Public Works          | \$ 1,422,510.00        | \$ -                    | \$ -                   | \$ -                    | \$ -                   | \$ -   | Bonds                                  |
| <b>Public Facilities - Annual</b>                             |                       | <b>\$ 1,336,451.99</b> | <b>\$ 10,040,367.00</b> | <b>\$ 3,553,070.00</b> | <b>\$ 3,533,070.00</b>  | <b>\$ 2,863,070.00</b> | \$ -   |                                        |
| 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                   |
| Pending 2025 Legislative Appropriation                        |                       |                        |                         |                        |                         |                        |        |                                        |
| 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                               |                       | \$ 102,300.00          | \$ 1,387,940.00         | \$ 656,470.00          | \$ 651,470.00           | \$ 656,470.00          | \$ -   |                                        |
| General Facilities Improvement Program                        | Facilities Management | \$ 102,300.00          | \$ 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                                            |                       | \$ 21,850.87           | \$ 900,000.00           | \$ 450,000.00          | \$ 450,000.00           | \$ -                   | \$ -   |                                        |
| Parks Parking Lot Program                                     | Parks & Recreation    | \$ 21,850.87           | \$ 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                     |
| Meerscheldt Center Re-Roof                                    | Facilities Management | \$ 540,000.00          | \$ -                    | \$ -                   | \$ -                    | \$ -                   | \$ -   | Bonds                                  |
| Re-Roof of Castaneda Building                                 | Facilities Management | \$ -                   | \$ 316,781.00           | \$ -                   | \$ -                    | \$ -                   | \$ -   | Taxes                                  |
| Safety, Health, Environmental & Emergency                     |                       | \$ 240,000.00          | \$ 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                                  |
| <b>Public Facilities - Future</b>                             |                       | <b>\$ -</b>            | <b>\$ 15,405,180.00</b> | <b>\$ 8,055,000.00</b> | <b>\$ 26,481,000.00</b> | <b>\$ 650,000.00</b>   | \$ -   |                                        |
| General Facilities Improvements                               |                       | \$ -                   | \$ 10,993,180.00        | \$ 2,200,000.00        | \$ 15,200,000.00        | \$ -                   | \$ -   |                                        |
| East Mesa Multi-Generational Center Expansion (Sage Café)     | Quality of Life       | \$ -                   | \$ 3,083,180.00         | \$ -                   | \$ -                    | \$ -                   | \$ -   | Taxes                                  |
| Eastside Purchase and Renovation                              | Quality of Life       | \$ -                   | \$ 2,575,000.00         | \$ -                   | \$ -                    | \$ -                   | \$ -   | Bonds, Grants, Taxes                   |
| Munson Center Bathrooms                                       | Quality of Life       | \$ -                   | \$ 250,000.00           | \$ -                   | \$ -                    | \$ -                   | \$ -   | Grants, Taxes                          |
| Munson Center Floor                                           | Quality of Life       | \$ -                   | \$ 750,000.00           | \$ -                   | \$ -                    | \$ -                   | \$ -   | Grants, Taxes                          |
| Museum of Art Improvements                                    | Quality of Life       | \$ -                   | \$ 615,000.00           | \$ 200,000.00          | \$ -                    | \$ -                   | \$ -   | Grants, Taxes                          |
| Museum of Art/MoNaS Remodel                                   | Quality of Life       | \$ -                   | \$ 3,000,000.00         | \$ -                   | \$ 15,000,000.00        | \$ -                   | \$ -   | Bonds, Grants, Taxes                   |
| Railroad Museum Exterior Improvements                         | Quality of Life       | \$ -                   | \$ 375,000.00           | \$ -                   | \$ -                    | \$ -                   | \$ -   | Bonds, Grants, Taxes                   |
| Sage Café Library Expansion                                   | Quality of Life       | \$ -                   | \$ 200,000.00           | \$ 2,000,000.00        | \$ 200,000.00           | \$ -                   | \$ -   | Grants, Taxes                          |
| Senior Programs Master Plan                                   | Quality of Life       | \$ -                   | \$ 145,000.00           | \$ -                   | \$ -                    | \$ -                   | \$ -   | Grants, Taxes                          |
| Safety, Health, Environmental & Emergency                     |                       | \$ -                   | \$ 1,300,000.00         | \$ 650,000.00          | \$ 650,000.00           | \$ 650,000.00          | \$ -   |                                        |
| Rehabilitation and Demolition of Vacant Buildings             | Facilities Management | \$ -                   | \$ 1,300,000.00         | \$ 650,000.00          | \$ 650,000.00           | \$ 650,000.00          | \$ -   | Taxes                                  |
| Branigan Library Rehabilitation                               | Facilities Management | \$ -                   | \$ 249,500.00           | \$ 2,750,000.00        | \$ 1,111,000.00         | \$ -                   | \$ -   | Bonds, Grants, Taxes                   |
| Leidos West Facility Master Plan                              | Parks & Recreation    | \$ -                   | \$ 150,000.00           | \$ -                   | \$ -                    | \$ -                   | \$ -   | ARPA, Bonds, Grants, Other, PIF, Taxes |
| MoNaS Nature Center Redesign                                  | Quality of Life       | \$ -                   | \$ 250,000.00           | \$ -                   | \$ -                    | \$ -                   | \$ -   | Grants, Taxes, TIDD                    |
| Pending 2025 Legislative Appropriation                        |                       |                        |                         |                        |                         |                        |        |                                        |
| Museum System Collections Storage                             | Quality of Life       | \$ -                   | \$ -                    | \$ -                   | \$ 9,500,000.00         | \$ -                   | \$ -   | Bonds, Grants, Taxes                   |
| Placed in for Good Community Resilience & Energy Hub          | Sustainability        | \$ -                   | \$ 1,932,500.00         | \$ 2,000,000.00        | \$ -                    | \$ -                   | \$ -   | Grants                                 |

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

AMENDED - NOVEMBER 3, 2025

| Project Title                    | Department         | Funded<br>FY2026        | Unfunded                |                         |                         |                         |                     | Funding Source                  |
|----------------------------------|--------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|---------------------|---------------------------------|
|                                  |                    |                         | FY2027                  | FY2028                  | FY2029                  | FY2030                  | FY2031              |                                 |
| 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 |
|                                  | <b>SUBTOTAL</b>    | <b>\$ 26,461,115.64</b> | <b>\$ 62,411,978.64</b> | <b>\$ 55,087,791.32</b> | <b>\$ 37,686,296.32</b> | <b>\$ 11,185,296.32</b> | <b>\$ 59,000.00</b> |                                 |

|                                                                    |                   |                         |                         |                         |                         |             |             |                            |
|--------------------------------------------------------------------|-------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------|-------------|----------------------------|
| <b>Public Safety</b>                                               |                   | <b>\$</b>               | <b>\$</b>               | <b>\$</b>               | <b>\$</b>               | <b>\$</b>   | <b>\$</b>   |                            |
| <b>Public Safety - Newly Funded</b>                                |                   | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b> | <b>\$ -</b> |                            |
| <b>Public Safety - Carryover</b>                                   |                   | <b>\$ 14,918,356.40</b> | <b>\$ 13,938,068.00</b> | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b> | <b>\$ -</b> |                            |
| 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                          |                   | \$ 3,123,635.98         | \$ 12,300,000.00        | \$ -                    | \$ -                    | \$ -        | \$ -        |                            |
| MIH and CIT response station                                       | Fire Department   | \$ 2,352,137.98         | \$ 3,000,000.00         | \$ -                    | \$ -                    | \$ -        | \$ -        | Grants                     |
| Pending 2025 Legislative Appropriation                             |                   | \$ -                    | \$ 5,500,000.00         | \$ -                    | \$ -                    | \$ -        | \$ -        | Grants                     |
| <b>Real Time Crime Center (RTCC)</b>                               | Police Department | <b>\$ 879,692.07</b>    | <b>\$ 2,000,000.00</b>  | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b> | <b>\$ -</b> | <b>Grants, Taxes</b>       |
| Pending 2025 Legislative Appropriation                             |                   | \$ -                    | \$ 1,800,000.00         | \$ -                    | \$ -                    | \$ -        | \$ -        | Grants                     |
| Fire Station 9 Build                                               | Fire Department   | \$ 11,559,015.61        | \$ -                    | \$ -                    | \$ -                    | \$ -        | \$ -        | Bonds, Grants, Telshor     |
| Police Department Building Renovation                              | Police Department | \$ -                    | \$ 400,000.00           | \$ -                    | \$ -                    | \$ -        | \$ -        | Grants, Taxes              |
| <b>Public Safety - Annual</b>                                      |                   | <b>\$ 268,799.65</b>    | <b>\$ 9,050,000.00</b>  | <b>\$ 240,000.00</b>    | <b>\$ -</b>             | <b>\$ -</b> | <b>\$ -</b> |                            |
| Fire Station Improvements                                          |                   | \$ 268,799.65           | \$ 5,562,000.00         | \$ -                    | \$ -                    | \$ -        | \$ -        |                            |
| Fire Stations Improvements                                         | Fire Department   | \$ 268,799.65           | \$ 5,562,000.00         | \$ -                    | \$ -                    | \$ -        | \$ -        | Grants                     |
| Fire Department Vehicles and Equipment                             | Fire Department   | \$ -                    | \$ 3,008,000.00         | \$ -                    | \$ -                    | \$ -        | \$ -        | Bonds                      |
| Fire Station Equipment                                             | Fire Department   | \$ -                    | \$ 480,000.00           | \$ 240,000.00           | \$ -                    | \$ -        | \$ -        | Grants                     |
| <b>Public Safety - Future</b>                                      |                   | <b>\$ -</b>             | <b>\$ 3,766,919.00</b>  | <b>\$ 15,675,000.00</b> | <b>\$ 57,000,000.00</b> | <b>\$ -</b> | <b>\$ -</b> |                            |
| 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              |
| Pending 2025 Legislative Appropriation                             |                   | \$ -                    | \$ 620,000.00           | \$ -                    | \$ -                    | \$ -        | \$ -        |                            |
| 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                      |
| <b>SUBTOTAL</b>                                                    |                   | <b>\$ 15,187,156.05</b> | <b>\$ 26,754,987.00</b> | <b>\$ 15,915,000.00</b> | <b>\$ 57,000,000.00</b> | <b>\$ -</b> | <b>\$ -</b> |                            |

|                                        |                    |                        |                         |                     |                     |                     |             |                      |
|----------------------------------------|--------------------|------------------------|-------------------------|---------------------|---------------------|---------------------|-------------|----------------------|
| <b>Public Transit</b>                  |                    | <b>\$</b>              | <b>\$</b>               | <b>\$</b>           | <b>\$</b>           | <b>\$</b>           | <b>\$</b>   |                      |
| <b>Public Transit - Newly Funded</b>   |                    | <b>\$ -</b>            | <b>\$ -</b>             | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ -</b> |                      |
| <b>Public Transit - Carryover</b>      |                    | <b>\$ 6,982,733.97</b> | <b>\$ 5,700,000.00</b>  | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ -</b> |                      |
| Municipal Service Center - Transit     | RoadRunner Transit | \$ 487,254.99          | \$ -                    | \$ -                | \$ -                | \$ -                | \$ -        | Grants, Taxes        |
| <b>Electric Buses (6)</b>              | RoadRunner Transit | <b>\$ 6,307,536.98</b> | <b>\$ 5,700,000.00</b>  | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ -</b> | <b>Grants, Taxes</b> |
| <b>Public Transit - Annual</b>         |                    | <b>\$ 75,000.00</b>    | <b>\$ 275,000.00</b>    | <b>\$ 75,000.00</b> | <b>\$ 75,000.00</b> | <b>\$ 75,000.00</b> | <b>\$ -</b> |                      |
| Transit Facilities Improvement Program | RoadRunner Transit | \$ 75,000.00           | \$ 275,000.00           | \$ 75,000.00        | \$ 75,000.00        | \$ 75,000.00        | \$ -        | Grants               |
| <b>Public Transit - Future</b>         |                    | <b>\$ -</b>            | <b>\$ 12,136,800.00</b> | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ -</b> |                      |
| Emergency Program                      |                    | \$ -                   | \$ 8,146,800.00         | \$ -                | \$ -                | \$ -                | \$ -        |                      |
| MVIT Inductive Charging                | RoadRunner Transit | \$ -                   | \$ 5,346,800.00         | \$ -                | \$ -                | \$ -                | \$ -        | Grants               |
| Pending 2025 Legislative Appropriation |                    | \$ -                   | \$ 100,000.00           | \$ -                | \$ -                | \$ -                | \$ -        |                      |
| Star Array                             | RoadRunner Transit | \$ -                   | \$ 2,700,000.00         | \$ -                | \$ -                | \$ -                | \$ -        | Grants               |

CITY OF LAS CRUCES  
CAPITAL IMPROVEMENTS PROGRAM  
FY 2026 - 2031

AMENDED - NOVEMBER 3, 2025

| Project Title        | Department         | Funded<br>FY2026 | Unfunded         |              |              |              |        | Funding Source |
|----------------------|--------------------|------------------|------------------|--------------|--------------|--------------|--------|----------------|
|                      |                    |                  | FY2027           | FY2028       | FY2029       | FY2030       | FY2031 |                |
| Battery Storage      | RoadRunner Transit | \$ -             | \$ 3,150,000.00  | \$ -         | \$ -         | \$ -         | \$ -   | Grants         |
| Transit Vehicles 26' | RoadRunner Transit | \$ -             | \$ 840,000.00    | \$ -         | \$ -         | \$ -         | \$ -   | Grants         |
| SUBTOTAL             |                    | \$ 7,057,733.97  | \$ 18,111,800.00 | \$ 75,000.00 | \$ 75,000.00 | \$ 75,000.00 | \$ -   |                |

|                                                 |  |                 |                 |               |               |               |      |               |
|-------------------------------------------------|--|-----------------|-----------------|---------------|---------------|---------------|------|---------------|
| <b>Resiliency</b>                               |  | \$              | \$              | \$            | \$            | \$            | \$   |               |
| <b>Resiliency - Newly Funded</b>                |  | \$ -            | \$ -            | \$ -          | \$ -          | \$ -          | \$ - |               |
| <b>Resiliency - Carryover</b>                   |  | \$ 1,275,652.96 | \$ 365,000.00   | \$ -          | \$ -          | \$ -          | \$ - |               |
| Resiliency Program                              |  | \$ 1,105,000.00 | \$ 365,000.00   | \$ -          | \$ -          | \$ -          | \$ - | Bonds         |
| Pending Design Approval - Ethel Ave.            |  | \$ -            | \$ 365,000.00   | \$ -          | \$ -          | \$ -          | \$ - |               |
| Melendres Ave/Pittsburg - Hadley to Picacho     |  | \$ -            | \$ -            | \$ -          | \$ -          | \$ -          | \$ - | Bonds         |
| Solar Photovoltaic/Storage Projects             |  | \$ 170,652.96   | \$ -            | \$ -          | \$ -          | \$ -          | \$ - | Taxes         |
| <b>Resiliency - Annual</b>                      |  | \$ 3,549,411.04 | \$ 1,100,000.00 | \$ 500,000.00 | \$ 500,000.00 | \$ 500,000.00 | \$ - |               |
| Drainage Infrastructure Improvements            |  | \$ 3,143,375.00 | \$ 1,000,000.00 | \$ 500,000.00 | \$ 500,000.00 | \$ 500,000.00 | \$ - |               |
| Drainage Infrastructure Improvements            |  | \$ 3,143,375.00 | \$ 1,000,000.00 | \$ 500,000.00 | \$ 500,000.00 | \$ 500,000.00 | \$ - | Taxes         |
| Resiliency Program                              |  | \$ 406,036.04   | \$ 100,000.00   | \$ -          | \$ -          | \$ -          | \$ - |               |
| Casa Linda Acres Reconstruction                 |  | \$ 273,612.10   | \$ -            | \$ -          | \$ -          | \$ -          | \$ - | Taxes         |
| East Mesa Roads and Drainage                    |  | \$ 110,110.45   | \$ -            | \$ -          | \$ -          | \$ -          | \$ - | Taxes         |
| Storm Water System Mapping                      |  | \$ 22,313.49    | \$ 100,000.00   | \$ -          | \$ -          | \$ -          | \$ - | Taxes         |
| <b>Resiliency - Future</b>                      |  | \$ -            | \$ 4,105,000.00 | \$ -          | \$ -          | \$ -          | \$ - |               |
| DC Fast Chargers for Electric Vehicles          |  | \$ -            | \$ 200,000.00   | \$ -          | \$ -          | \$ -          | \$ - | Grants, Taxes |
| Fleet electric vehicle chargers (dual chargers) |  | \$ -            | \$ 400,000.00   | \$ -          | \$ -          | \$ -          | \$ - | Grants, Taxes |
| Hadley Ave Complex Recreation Rehabilitation    |  | \$ -            | \$ 3,305,000.00 | \$ -          | \$ -          | \$ -          | \$ - | Grants        |
| Public Electric Vehicle Chargers (8 dual)       |  | \$ -            | \$ 200,000.00   | \$ -          | \$ -          | \$ -          | \$ - | Grants, Taxes |
| SUBTOTAL                                        |  | \$ 4,825,064.00 | \$ 5,570,000.00 | \$ 500,000.00 | \$ 500,000.00 | \$ 500,000.00 | \$ - |               |

|                                     |  |      |                  |      |      |      |      |                      |
|-------------------------------------|--|------|------------------|------|------|------|------|----------------------|
| <b>Streets - New</b>                |  | \$   | \$               | \$   | \$   | \$   | \$   |                      |
| <b>Streets - New - Newly Funded</b> |  | \$ - | \$ -             | \$ - | \$ - | \$ - | \$ - |                      |
| <b>Streets - New - Carryover</b>    |  | \$ - | \$ -             | \$ - | \$ - | \$ - | \$ - |                      |
| <b>Streets - New - Annual</b>       |  | \$ - | \$ -             | \$ - | \$ - | \$ - | \$ - |                      |
| <b>Streets - New - Future</b>       |  | \$ - | \$ 48,848,000.00 | \$ - | \$ - | \$ - | \$ - |                      |
| High Mesa Road                      |  | \$ - | \$ 32,000,000.00 | \$ - | \$ - | \$ - | \$ - | Bonds, Grants, Taxes |
| Transit Loop Road                   |  | \$ - | \$ 16,848,000.00 | \$ - | \$ - | \$ - | \$ - | Bonds, Grants, Taxes |
| SUBTOTAL                            |  | \$ - | \$ 48,848,000.00 | \$ - | \$ - | \$ - | \$ - |                      |

|                                                      |  |                  |                  |                 |                 |               |                 |                      |
|------------------------------------------------------|--|------------------|------------------|-----------------|-----------------|---------------|-----------------|----------------------|
| <b>Streets Improvements</b>                          |  | \$               | \$               | \$              | \$              | \$            | \$              |                      |
| <b>Streets Improvements - Newly Funded</b>           |  | \$ -             | \$ -             | \$ -            | \$ -            | \$ -          | \$ -            |                      |
| <b>Streets Improvements - Carryover</b>              |  | \$ 26,423,094.56 | \$ 18,176,667.00 | \$ 1,620,000.00 | \$ 1,500,000.00 | \$ 620,000.00 | \$ 1,120,000.00 |                      |
| Complete Streets Program                             |  | \$ 3,441,490.29  | \$ -             | \$ -            | \$ -            | \$ -          | \$ -            |                      |
| East Mesa Roads and Drainage                         |  | \$ 1,699,405.99  | \$ -             | \$ -            | \$ -            | \$ -          | \$ -            | Bonds, Taxes         |
| Melendres Ave/Pittsburg - Hadley to Picacho          |  | \$ 405,646.80    | \$ -             | \$ -            | \$ -            | \$ -          | \$ -            | Bonds, Taxes         |
| South Main St - Avenida de Mesilla to Boutz          |  | \$ 1,100,000.00  | \$ -             | \$ -            | \$ -            | \$ -          | \$ -            | Bonds                |
| University Area Complete Streets                     |  | \$ 236,437.50    | \$ -             | \$ -            | \$ -            | \$ -          | \$ -            | Bonds                |
| Downtown Street Improvements                         |  | \$ 7,444,019.62  | \$ 10,000,000.00 | \$ -            | \$ -            | \$ -          | \$ -            |                      |
| Alameda Blvd - S. Main St to W Las Cruces Ave        |  | \$ 750,000.00    | \$ 10,000,000.00 | \$ -            | \$ -            | \$ -          | \$ -            | TIDD                 |
| Campo Street Design and Reconstruction               |  | \$ 6,694,019.62  | \$ -             | \$ -            | \$ -            | \$ -          | \$ -            | TIDD                 |
| Lift Up Las Cruces - Street Improvements             |  | \$ 567,773.64    | \$ 1,800,000.00  | \$ -            | \$ -            | \$ -          | \$ -            |                      |
| Sacramento St - Poplar Ave to Oasis Ave              |  | \$ 567,773.64    | \$ 1,800,000.00  | \$ -            | \$ -            | \$ -          | \$ -            | Bonds, Grants, Taxes |
| Main Landscaping                                     |  | \$ 1,078,003.00  | \$ 2,240,000.00  | \$ 1,120,000.00 | \$ 1,000,000.00 | \$ 120,000.00 | \$ 1,120,000.00 |                      |
| Bushman Ave & Roadrunner Parkway Medians             |  | \$ 311,366.00    | \$ -             | \$ -            | \$ -            | \$ -          | \$ -            | Grants               |
| Medians                                              |  | \$ 766,637.00    | \$ 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 |  | \$ 896,173.29    | \$ -             | \$ -            | \$ -            | \$ -          | \$ -            |                      |
| Mesquite Historic District                           |  | \$ 896,173.29    | \$ -             | \$ -            | \$ -            | \$ -          | \$ -            | Grants               |
| Traffic Signal Program                               |  | \$ 1,150,887.00  | \$ -             | \$ -            | \$ -            | \$ -          | \$ -            |                      |
| Bataan Memorial at Rinconada                         |  | \$ 1,150,887.00  | \$ -             | \$ -            | \$ -            | \$ -          | \$ -            | Taxes, Bonds         |

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

AMENDED - NOVEMBER 3, 2025

| Project Title                                                                         | Department           | Funded<br>FY2026       | Unfunded                |                         |                         |                         |                        | Funding Source              |
|---------------------------------------------------------------------------------------|----------------------|------------------------|-------------------------|-------------------------|-------------------------|-------------------------|------------------------|-----------------------------|
|                                                                                       |                      |                        | FY2027                  | FY2028                  | FY2029                  | FY2030                  | FY2031                 |                             |
| Casa Linda Acres Reconstruction                                                       | Public Works         | \$ 4,522,173.71        | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                   | ARPA, Bonds, Grants, Taxes  |
| E Lohman Ave & S Walnut St Traffic Signal MAP                                         | Public Works         | \$ 81,833.00           | \$ 286,667.00           | \$ -                    | \$ -                    | \$ -                    | \$ -                   | Bonds, Grants, Taxes        |
| East Mesa Roads and Drainage                                                          | Public Works         | \$ 1,792,760.47        | \$ 1,000,000.00         | \$ 500,000.00           | \$ 500,000.00           | \$ 500,000.00           | \$ -                   | Bonds, Grants, Taxes        |
| Johnson St - Rouault Ave to Topley Ave                                                | Public Works         | \$ 810,111.00          | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                   | 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         | \$ 2,686,182.00        | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                   | Bonds                       |
| Telshor Spruce Intersection Improvements                                              | Public Works         | \$ 1,019,066.80        | \$ 2,850,000.00         | \$ -                    | \$ -                    | \$ -                    | \$ -                   | Bonds, Grants, Taxes        |
| <b>Streets Improvements - Annual</b>                                                  |                      | <b>\$ 9,999,853.00</b> | <b>\$ 24,424,525.00</b> | <b>\$ 11,369,525.00</b> | <b>\$ 15,869,525.00</b> | <b>\$ 14,219,000.00</b> | <b>\$ 250,000.00</b>   |                             |
| 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                                                 |                      | \$ 4,631,847.00        | \$ 12,600,000.00        | \$ 6,300,000.00         | \$ 6,300,000.00         | \$ 6,300,000.00         | \$ -                   |                             |
| Pavement Condition Index Improvements                                                 | Public Works         | \$ 4,631,847.00        | \$ 12,600,000.00        | \$ 6,300,000.00         | \$ 6,300,000.00         | \$ 6,300,000.00         | \$ -                   | Taxes                       |
| Pavement Marking Program                                                              |                      | \$ 169,000.00          | \$ 169,000.00           | \$ 169,000.00           | \$ 169,000.00           | \$ 169,000.00           | \$ -                   |                             |
| Pavement Marking Program                                                              | Public Works         | \$ 169,000.00          | \$ 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                                  |                      | \$ 1,099,291.00        | \$ 6,200,000.00         | \$ 1,000,000.00         | \$ 5,500,000.00         | \$ 5,500,000.00         | \$ -                   |                             |
| Street Lighting and Traffic Signal Maintenance                                        | Public Works         | \$ 1,099,291.00        | \$ 500,000.00           | \$ 500,000.00           | \$ 500,000.00           | \$ 500,000.00           | \$ -                   | Taxes                       |
| Street Lighting Management System                                                     | Public Works         | \$ -                   | \$ 5,500,000.00         | \$ 500,000.00           | \$ 5,000,000.00         | \$ 5,000,000.00         | \$ -                   | Taxes                       |
| <i>Pending 2025 Legislative Appropriation</i>                                         |                      | \$ -                   | \$ 200,000.00           | \$ -                    | \$ -                    | \$ -                    | \$ -                   |                             |
| 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                                                    |                      | \$ 155,525.00          | \$ 155,525.00           | \$ 155,525.00           | \$ 155,525.00           | \$ -                    | \$ -                   |                             |
| Weed Control & Maintenance Program                                                    | Public Works         | \$ 155,525.00          | \$ 155,525.00           | \$ 155,525.00           | \$ 155,525.00           | \$ -                    | \$ -                   | Taxes                       |
| Land Acquisition - Public Works                                                       | Public Works         | \$ 243,740.00          | \$ 500,000.00           | \$ 250,000.00           | \$ 250,000.00           | \$ 250,000.00           | \$ -                   | Taxes                       |
| M.A.P. Match                                                                          | Public Works         | \$ 75,000.00           | \$ 330,000.00           | \$ 165,000.00           | \$ 165,000.00           | \$ 150,000.00           | \$ -                   | Taxes                       |
| Materials Testing                                                                     | Public Works         | \$ 240,000.00          | \$ 240,000.00           | \$ 240,000.00           | \$ 240,000.00           | \$ 240,000.00           | \$ -                   | Taxes                       |
| <b>Streets Improvements - Future</b>                                                  |                      | <b>\$ -</b>            | <b>\$ 36,055,309.51</b> | <b>\$ 21,630,000.00</b> | <b>\$ 13,562,360.00</b> | <b>\$ 12,755,000.00</b> | <b>\$ 2,540,000.00</b> |                             |
| Downtown Street Improvements                                                          |                      | \$ -                   | \$ 750,000.00           | \$ -                    | \$ -                    | \$ -                    | \$ -                   |                             |
| Alameda Blvd - Las Cruces Ave to Picacho Ave                                          | Public Works         | \$ -                   | \$ 750,000.00           | \$ -                    | \$ -                    | \$ -                    | \$ -                   | TIDD                        |
| Street Lighting & Traffic Signal Maintenance Program                                  |                      | \$ -                   | \$ -                    | \$ -                    | \$ 50,000.00            | \$ -                    | \$ -                   |                             |
| Targeted Road and Lighting Improvements - Design                                      | Public Works         | \$ -                   | \$ -                    | \$ -                    | \$ 50,000.00            | \$ -                    | \$ -                   | Taxes                       |
| Traffic Signal Program                                                                |                      | \$ -                   | \$ 1,500,000.00         | \$ -                    | \$ -                    | \$ -                    | \$ -                   |                             |
| Lohman at Walnut and Walton Signal Improvement                                        | Public Works         | \$ -                   | \$ 1,500,000.00         | \$ -                    | \$ -                    | \$ -                    | \$ -                   | Other                       |
| Advancement Ave Expansion                                                             | Economic Development | \$ -                   | \$ 516,383.56           | \$ -                    | \$ -                    | \$ -                    | \$ -                   | Bonds, Grants               |
| Armijo St - W Organ Ave to W Mountain Ave                                             | Public Works         | \$ -                   | \$ -                    | \$ 1,800,000.00         | \$ -                    | \$ -                    | \$ -                   | Bonds, Taxes                |
| Armijo St - W Picacho Ave to Parker Rd                                                | Public Works         | \$ -                   | \$ 1,450,000.00         | \$ -                    | \$ -                    | \$ -                    | \$ -                   | Bonds, Taxes                |
| Aspen Ave- Sequoia Ave to S Valley Dr                                                 | Public Works         | \$ -                   | \$ -                    | \$ -                    | \$ 3,475,600.00         | \$ -                    | \$ -                   | Bonds, Grants, Taxes        |
| Elm St & Tamarack Dr from Aspen Ave to Sequoia Ave                                    | Public Works         | \$ -                   | \$ -                    | \$ -                    | \$ -                    | \$ 2,380,000.00         | \$ -                   | Bonds, Grants, Other, Taxes |
| Evelyn St - Madrid Ave to Ash Ave                                                     | Public Works         | \$ -                   | \$ 3,600,000.00         | \$ -                    | \$ -                    | \$ -                    | \$ -                   | Bonds, Grants, Taxes        |
| Hayner Ave.- N. Valley Dr to N. Compress Rd and Sixth St- Hayner Ave to W. Hadley Ave | Public Works         | \$ -                   | \$ 3,293,850.00         | \$ -                    | \$ -                    | \$ -                    | \$ -                   | Bonds, Taxes                |
| Hickory Dr & Sycamore Dr from Aspen Ave to Sequoia Ave                                | Public Works         | \$ -                   | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ 2,540,000.00        | Bonds, Grants, Taxes        |
| Kilmer St - Spruce Ave to Ash Ave                                                     | Public Works         | \$ -                   | \$ 2,000,000.00         | \$ -                    | \$ -                    | \$ -                    | \$ -                   | Bonds, Taxes                |
| La Fonda Dr - Idaho Ave to E.O.P.                                                     | Public Works         | \$ -                   | \$ 1,200,000.00         | \$ -                    | \$ -                    | \$ -                    | \$ -                   | Bonds, Taxes                |
| LCIP Infrastructure Improvements                                                      | Economic Development | \$ -                   | \$ 5,000,000.00         | \$ -                    | \$ -                    | \$ -                    | \$ -                   | Grants, Taxes               |
| McClure Rd & Carlyle Dr Pond, Road & Drainage Improvements                            | Public Works         | \$ -                   | \$ 2,500,000.00         | \$ 3,000,000.00         | \$ 2,000,000.00         | \$ -                    | \$ -                   | Grants, Other, Taxes        |
| Med Park - Idaho Ave. to Perkins St.                                                  | Public Works         | \$ -                   | \$ 2,545,300.00         | \$ -                    | \$ -                    | \$ -                    | \$ -                   | Bonds, Taxes                |
| Mountain 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                       |
| Parker Ave - Mesquite St to Santa Fe St                                               | Public Works         | \$ -                   | \$ 1,100,000.00         | \$ -                    | \$ -                    | \$ -                    | \$ -                   | Bonds, Taxes                |
| Rocky Rd - Barker to Valley Dr                                                        | Public Works         | \$ -                   | \$ -                    | \$ 850,000.00           | \$ -                    | \$ -                    | \$ -                   | Bonds, Taxes                |

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

AMENDED - NOVEMBER 3, 2025

| Project Title                                                | Department           | Funded<br>FY2026        | Unfunded                |                         |                         |                         |                        | Funding Source         |
|--------------------------------------------------------------|----------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|------------------------|------------------------|
|                                                              |                      |                         | FY2027                  | FY2028                  | FY2029                  | FY2030                  | FY2031                 |                        |
| 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 |
| <b>SUBTOTAL</b>                                              |                      | <b>\$ 36,422,947.56</b> | <b>\$ 78,656,501.51</b> | <b>\$ 34,619,525.00</b> | <b>\$ 30,931,885.00</b> | <b>\$ 27,594,000.00</b> | <b>\$ 3,910,000.00</b> |                        |

| Utilities                                      |           | \$                      | \$                       | \$                      | \$                      | \$                      | \$                                 |
|------------------------------------------------|-----------|-------------------------|--------------------------|-------------------------|-------------------------|-------------------------|------------------------------------|
| <b>Utilities - Newly Funded</b>                |           | <b>\$ -</b>             | <b>\$ -</b>              | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>                        |
| <b>Utilities - Carryover</b>                   |           | <b>\$ 52,275,039.70</b> | <b>\$ 85,111,060.00</b>  | <b>\$ 21,887,221.00</b> | <b>\$ 8,562,969.00</b>  | <b>\$ 3,615,000.00</b>  | <b>\$ 4,892,239.00</b>             |
| Gas Admin Building Improvements                | Utilities | \$ 769,353.00           | \$ 446,666.00            | \$ 748,998.00           | \$ 125,000.00           | \$ 125,000.00           | - Other                            |
| Gas Development                                | Utilities | \$ 1,081,272.00         | \$ -                     | \$ -                    | \$ -                    | \$ -                    | - 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 | \$ 2,532,144.00         | \$ 2,999,467.00          | \$ 5,488,493.00         | \$ 360,000.00           | \$ 1,080,000.00         | \$ 360,000.00 Other                |
| Solid Waste Building Improvements              | Utilities | \$ 1,505,534.00         | \$ 2,319,166.00          | \$ 1,750,000.00         | \$ 125,000.00           | \$ 125,000.00           | \$ 125,000.00 Other                |
| Wastewater Building Improvements               | Utilities | \$ 574,150.12           | \$ 420,000.00            | \$ 50,000.00            | \$ 50,000.00            | \$ 50,000.00            | \$ 50,000.00 Other                 |
| Wastewater Development                         | Utilities | \$ 1,021,522.00         | \$ 156,000.00            | \$ -                    | \$ -                    | \$ -                    | \$ - Other                         |
| Wastewater Miscellaneous                       | Utilities | \$ -                    | \$ 341,569.00            | \$ 260,000.00           | \$ 260,000.00           | \$ 260,000.00           | \$ 260,000.00 Other                |
| Wastewater Rehabilitation                      | Utilities | \$ 3,075,127.00         | \$ 5,616,439.00          | \$ 5,811,040.00         | \$ 500,000.00           | \$ 720,000.00           | \$ 410,000.00 Other                |
| Wastewater Septic Systems                      | Utilities | \$ 212,398.00           | \$ 47,677,216.00         | \$ -                    | \$ -                    | \$ -                    | \$ - Grants                        |
| <i>Pending 2025 Legislative Appropriation</i>  |           | \$ -                    | \$ 268,000.00            | \$ -                    | \$ -                    | \$ -                    | \$ -                               |
| Water 2025 Projects                            | Utilities | \$ 14,300,000.00        | \$ -                     | \$ -                    | \$ -                    | \$ -                    | \$ - Other                         |
| Water Building Improvements                    | Utilities | \$ 180,226.00           | \$ 554,385.00            | \$ 250,000.00           | \$ 125,000.00           | \$ 125,000.00           | \$ 125,000.00 Other                |
| Water Development                              | Utilities | \$ 151,724.00           | \$ 5,298,864.00          | \$ 261,272.00           | \$ 2,745,624.00         | \$ -                    | \$ - WIF                           |
| Water Miscellaneous                            | Utilities | \$ 75,000.00            | \$ 1,552,187.00          | \$ 1,046,277.00         | \$ 795,784.00           | \$ 105,000.00           | \$ 60,000.00 WIF                   |
| Water Rehab                                    | Utilities | \$ 4,700,027.00         | \$ 9,314,046.00          | \$ 6,046,141.00         | \$ 3,301,561.00         | \$ 850,000.00           | \$ 3,502,239.00 Other              |
| WW23 Projects                                  | Utilities | \$ 14,767,934.00        | \$ -                     | \$ -                    | \$ -                    | \$ -                    | \$ - Other                         |
| <b>Utilities - Annual</b>                      |           | <b>\$ -</b>             | <b>\$ -</b>              | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ -</b>                        |
| <b>Utilities - Future</b>                      |           | <b>\$ -</b>             | <b>\$ 64,656,940.72</b>  | <b>\$ 9,496,380.10</b>  | <b>\$ 7,700,787.00</b>  | <b>\$ 10,209,133.00</b> | <b>\$ 11,850,960.00</b>            |
| 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                        |
| <b>SUBTOTAL</b>                                |           | <b>\$ 52,275,039.70</b> | <b>\$ 149,768,000.72</b> | <b>\$ 31,383,601.10</b> | <b>\$ 16,263,756.00</b> | <b>\$ 13,824,133.00</b> | <b>\$ 16,743,199.00</b>            |

|                           | \$                       | \$                       | \$                       | \$                       | \$                       | \$                      | \$          |
|---------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------|-------------|
| <b>Total Newly Funded</b> | <b>\$ 9,199,736.08</b>   | <b>\$ 181,500.00</b>     | <b>\$ -</b>              | <b>\$ -</b>              | <b>\$ -</b>              | <b>\$ -</b>             | <b>\$ -</b> |
| <b>Total Carryover</b>    | <b>\$ 174,046,267.83</b> | <b>\$ 202,668,990.83</b> | <b>\$ 71,056,942.32</b>  | <b>\$ 21,510,195.32</b>  | <b>\$ 15,727,226.32</b>  | <b>\$ 10,016,239.00</b> |             |
| <b>Total Annual</b>       | <b>\$ 18,637,687.75</b>  | <b>\$ 54,024,392.00</b>  | <b>\$ 19,513,095.00</b>  | <b>\$ 23,354,095.00</b>  | <b>\$ 21,633,570.00</b>  | <b>\$ 1,700,000.00</b>  |             |
| <b>Total Future</b>       | <b>\$ -</b>              | <b>\$ 246,067,349.23</b> | <b>\$ 88,348,380.10</b>  | <b>\$ 155,711,645.00</b> | <b>\$ 101,384,133.00</b> | <b>\$ 37,330,960.00</b> |             |
| <b>GRAND TOTAL</b>        | <b>\$ 201,883,691.66</b> | <b>\$ 502,942,232.06</b> | <b>\$ 178,918,417.42</b> | <b>\$ 200,575,935.32</b> | <b>\$ 138,744,929.32</b> | <b>\$ 49,047,199.00</b> |             |

CITY OF LAS CRUCES  
CAPITAL IMPROVEMENTS PROGRAM  
FY 2026 - 2031

AMENDED - NOVEMBER 3, 2025

| Project Title  | Department                                                 | Funded<br>FY2026 | Unfunded                                                                                 |        |        | FY2030                                | FY2031 | Funding Source                            |
|----------------|------------------------------------------------------------|------------------|------------------------------------------------------------------------------------------|--------|--------|---------------------------------------|--------|-------------------------------------------|
|                |                                                            |                  | FY2027                                                                                   | FY2028 | FY2029 |                                       |        |                                           |
| 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 - November 3, 2025**

Attachment "A"

| <b>Project:</b><br>ADA Sidewalk Program                                                                                                        |              |                 |              |                |                                                 |          |
|------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------|--------------|----------------|-------------------------------------------------|----------|
| <b>Scope of Work:</b><br>Identify and construct projects associated with the Active Transportation Plan goals including construction citywide. |              |                 |              |                |                                                 |          |
| <b>Amendment:</b>                                                                                                                              |              |                 |              |                |                                                 |          |
| Category                                                                                                                                       | Department   | Current Balance | Change       | Ending Balance | Remarks                                         | CIP Page |
| Active Transportation                                                                                                                          | Public Works | \$ 150,000.00   | \$471,740.38 | \$621,740.38   | Adjustments to reflect revised project funding. | 1        |

| <b>Project:</b><br>LRU Airport Automated Weather Observation System (AWOS)                                                                        |            |                 |              |                |           |          |
|---------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------|--------------|----------------|-----------|----------|
| <b>Scope of Work:</b><br>Planning, providing specifications, purchasing, receiving, and installing the appropriate weather observation equipment. |            |                 |              |                |           |          |
| <b>Amendment:</b>                                                                                                                                 |            |                 |              |                |           |          |
| Category                                                                                                                                          | Department | Current Balance | Change       | Ending Balance | Remarks   | CIP Page |
| Airport                                                                                                                                           | Airport    | \$454,982.00    | \$864,689.00 | \$1,319,671.00 | New Grant | 1        |

**CAPITAL IMPROVEMENTS PROGRAM (CIP)**  
**Amendments**  
**City Council Meeting - November 3, 2025**

| <b>Project:</b><br>Real Time Crime Center (RTCC)                                                                   |                   |                 |              |                |                                                 |          |
|--------------------------------------------------------------------------------------------------------------------|-------------------|-----------------|--------------|----------------|-------------------------------------------------|----------|
| <b>Scope of Work:</b><br>Purchase technology equipment and software to establish a Real Time Crime Center at LCPD. |                   |                 |              |                |                                                 |          |
| <b>Amendment:</b>                                                                                                  |                   |                 |              |                |                                                 |          |
| Category                                                                                                           | Department        | Current Balance | Change       | Ending Balance | Remarks                                         | CIP Page |
| Public Safety                                                                                                      | Police Department | \$771,498.00    | \$108,194.07 | \$879,692.07   | Adjustments to reflect revised project funding. | 6        |

| <b>Project:</b><br>Electric Buses (6)                                                                     |                    |                 |                |                |                                                 |          |
|-----------------------------------------------------------------------------------------------------------|--------------------|-----------------|----------------|----------------|-------------------------------------------------|----------|
| <b>Scope of Work:</b><br>Purchase up to (6) electric buses - Replace (6) vehicles past their useful life. |                    |                 |                |                |                                                 |          |
| <b>Amendment:</b>                                                                                         |                    |                 |                |                |                                                 |          |
| Category                                                                                                  | Department         | Current Balance | Change         | Ending Balance | Remarks                                         | CIP Page |
| Public Transit                                                                                            | RoadRunner Transit | \$6,495,478.98  | (\$187,942.00) | \$6,307,536.98 | Adjustments to reflect revised project funding. | 6        |

**CAPITAL IMPROVEMENTS PROGRAM (CIP)**  
**Amendments**  
**City Council Meeting - November 3, 2025**

| <b>Project:</b><br>Gas Admin Building Improvements                           |            |                 |              |                |                                                 |          |
|------------------------------------------------------------------------------|------------|-----------------|--------------|----------------|-------------------------------------------------|----------|
| <b>Scope of Work:</b><br>Improvements to interior and exterior of buildings. |            |                 |              |                |                                                 |          |
| <b>Amendment:</b>                                                            |            |                 |              |                |                                                 |          |
| Category                                                                     | Department | Current Balance | Change       | Ending Balance | Remarks                                         | CIP Page |
| Utilities                                                                    | Utilities  | \$281,733.00    | \$487,620.00 | \$769,353.00   | Adjustments to reflect revised project funding. | 9        |

| <b>Project:</b><br>Gas PHMSA Grant                                                                     |            |                 |                |                 |                                                 |          |
|--------------------------------------------------------------------------------------------------------|------------|-----------------|----------------|-----------------|-------------------------------------------------|----------|
| <b>Scope of Work:</b><br>Gas projects to rehabilitate gas lines to prevent leak detection and monitor. |            |                 |                |                 |                                                 |          |
| <b>Amendment:</b>                                                                                      |            |                 |                |                 |                                                 |          |
| Category                                                                                               | Department | Current Balance | Change         | Ending Balance  | Remarks                                         | CIP Page |
| Utilities                                                                                              | Utilities  | \$ 7,972,055.00 | \$2,027,945.00 | \$10,000,000.00 | Adjustments to reflect revised project funding. | 9        |

**CAPITAL IMPROVEMENTS PROGRAM (CIP)**  
**Amendments**  
**City Council Meeting - November 3, 2025**

| <b>Project:</b><br>Gas Rehabilitation                                                                 |            |                 |               |                |                                                 |          |
|-------------------------------------------------------------------------------------------------------|------------|-----------------|---------------|----------------|-------------------------------------------------|----------|
| <b>Scope of Work:</b><br>Gas rehabilitation low and high; meter replacement; and street utility rehab |            |                 |               |                |                                                 |          |
| <b>Amendment:</b>                                                                                     |            |                 |               |                |                                                 |          |
| Category                                                                                              | Department | Current Balance | Change        | Ending Balance | Remarks                                         | CIP Page |
| Utilities                                                                                             | Utilities  | \$ 3,019,764.00 | \$ 487,620.00 | \$2,532,144.00 | Adjustments to reflect revised project funding. | 9        |

| <b>Project:</b><br>Solid Waste Building Improvements                         |            |                 |              |                |                                                 |          |
|------------------------------------------------------------------------------|------------|-----------------|--------------|----------------|-------------------------------------------------|----------|
| <b>Scope of Work:</b><br>Improvements to interior and exterior of buildings. |            |                 |              |                |                                                 |          |
| <b>Amendment:</b>                                                            |            |                 |              |                |                                                 |          |
| Category                                                                     | Department | Current Balance | Change       | Ending Balance | Remarks                                         | CIP Page |
| Utilities                                                                    | Utilities  | \$ 633,797.00   | \$871,737.00 | \$1,505,534.00 | Adjustments to reflect revised project funding. | 9        |

**CAPITAL IMPROVEMENTS PROGRAM (CIP)**  
**Amendments**  
**City Council Meeting - November 3, 2025**

| <b>Project:</b><br>Wastewater Building Improvements                          |            |                 |             |                |                                                 |          |
|------------------------------------------------------------------------------|------------|-----------------|-------------|----------------|-------------------------------------------------|----------|
| <b>Scope of Work:</b><br>Improvements to interior and exterior of buildings. |            |                 |             |                |                                                 |          |
| <b>Amendment:</b>                                                            |            |                 |             |                |                                                 |          |
| Category                                                                     | Department | Current Balance | Change      | Ending Balance | Remarks                                         | CIP Page |
| Utilities                                                                    | Utilities  | \$ 551,153.12   | \$22,997.00 | \$574,150.12   | Adjustments to reflect revised project funding. | 9        |

| <b>Project:</b><br>Wastewater Development                            |            |                 |              |                |                                                 |          |
|----------------------------------------------------------------------|------------|-----------------|--------------|----------------|-------------------------------------------------|----------|
| <b>Scope of Work:</b><br>Zone I Interconnect Proj 3 South - Phase B. |            |                 |              |                |                                                 |          |
| <b>Amendment:</b>                                                    |            |                 |              |                |                                                 |          |
| Category                                                             | Department | Current Balance | Change       | Ending Balance | Remarks                                         | CIP Page |
| Utilities                                                            | Utilities  | \$ 521,522.00   | \$500,000.00 | \$1,021,522.00 | Adjustments to reflect revised project funding. | 9        |



26-061

# City Council Action and Executive Summary

Type of Action:  
☐ Resolution  
☐ Ordinance  
☐ TIDD Resolution

|              |                                                                                                                                                                                                  |                            |                            |                            |                            |                            |                              |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|------------------------------|
| District:    | <input checked="" type="checkbox"/> 1                                                                                                                                                            | <input type="checkbox"/> 2 | <input type="checkbox"/> 3 | <input type="checkbox"/> 4 | <input type="checkbox"/> 5 | <input type="checkbox"/> 6 | <input type="checkbox"/> N/A |
| 1st Reading: |                                                                                                                                                                                                  |                            |                            | Adopted:                   | November 3, 2025           |                            |                              |
| Drafter:     | Jan Lauterbach                                                                                                                                                                                   |                            |                            | Department:                | City Manager's Office      |                            |                              |
| Title:       | A RESOLUTION APPROVING A PRECOMMITMENT OF CITY FUNDING FOR A MULTI-FAMILY FEDERAL LOW-INCOME HOUSING TAX CREDIT DEVELOPMENT PROJECT, SUBJECT TO AWARD OF SAID TAX CREDITS BY HOUSING NEW MEXICO. |                            |                            |                            |                            |                            |                              |

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

**PURPOSE(S) OF ACTION:**  
Approved precommitment of funding for LIHTC development.

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**  
The City of La Cruces (City) recognizes the need for affordable housing. The 2021-2025 Consolidated Plan reflects a shortage of nearly 5,600 rental units in the city for income restricted households. A request for funding assistance to create affordable housing was submitted by Enriched Communities LLC in Partnership with Tierra Del Sol Housing Corporation for the Royal Crossing Apartments Project, an affordable housing development.

The proposed Royal Crossing Apartments, will be located in the Royal Crossing Subdivision, (the old Country Club), located north of Apodaca Park. The multi-generational complex will contain 108 - 1, 2, and 3 bedroom units with the ideal location near schools, shopping, recreation, health facilities, and city bus routes.

The Partnership is applying for Low-Income Housing Tax Credit (LIHTC) funding through Housing NM (formally the NM Mortgage Finance Authority). Successful applications for LIHTC awards are projects that leverage additional resources from local governments and efficiently use tax credits. City funding also provides the opportunity to invest funds in projects that directly address the affordable housing needs in the community and leverage the additional investments of funding for the project into the community.

The Partnership is seeking to borrow up to \$4.7M in City funds to assist with the construction of the complex subject to the project receiving LIHTC funding award from Housing NM. The funding would be provided as a 20-year 3% interest residual receipts loan to the partnership. If the requested funding is approved, a loan agreement will be brought back to council at a later date for approval and execution.

City Council approval is required for the pre-commitment of City funds; if the project is not awarded LIHTC funding from Housing NM, the City funding will not be awarded to the project.

**PLAN(S):**  
2021-2025 Consolidated Plan, Elevate Las Cruces

**COMMITTEE/BOARD REVIEW:**

None

**DOES THIS AMEND THE BUDGET?:**

☐ Yes

☒ No

**BUDGET / FISCAL IMPACT:**

**BUDGETED AMOUNT:**

\$4,972,334

**AVAILABLE AMOUNT:**

\$4,972,334

**EXPENDITURE AMOUNT:**

\$4,700,000

**Funding Source(s):**

20430061-721080-23784

**Overall Budget Impact:**

No impact to budget.

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

☐ Yes

☒ No

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve a funding commitment to support an affordable housing development project, contingent upon the project being awarded LIHTC funds from Housing NM.
2. Vote "No"; this will not approve a funding commitment to support an affordable housing development project, contingent upon the project being awarded LIHTC funds from Housing NM.
3. Vote to "Amend"; this will direct staff to modify the Resolution.
4. Vote to "Table"; this would postpone the Resolution with further direction from Council.

**RESOLUTION 26-061**

**A RESOLUTION APPROVING A PRECOMMITMENT OF CITY FUNDING FOR A MULTI-FAMILY FEDERAL LOW-INCOME HOUSING TAX CREDIT DEVELOPMENT PROJECT, SUBJECT TO AWARD OF SAID TAX CREDITS BY HOUSING NEW MEXICO.**

The City Council is informed that:

**WHEREAS**, the City of Las Cruces (City) recognizes the need for affordable housing with the 2021-2025 Consolidated Plan reflecting a shortage of nearly 5600 rental units in the City for restricted households; and

**WHEREAS**, the City has received a request for up to \$4.7M in funding assistance from Enriched Communities LLC, in partnership with Tierra Del Sol Housing Corporation, for the construction of a new affordable housing complex to be known as Royal Crossing Apartments; and

**WHEREAS**, the project is applying for Low Income Housing Tax Credit (LIHTC) funding from Housing NM where successful applications for LIHTC awards are projects that leverage resources from local governments for efficient use of tax credits; and

**WHEREAS**, the precommitment of up to \$4.7M in City funds is contingent upon the project receiving LIHTC funding award from Housing NM; and

**WHEREAS**, City Council approval is required for any allocation of City funds.

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

**(I)**

**THAT** the preliminary commitment of up to \$4.7M of funding for the Royal Crossing Apartments is hereby approved, contingent upon the project being awarded 9% LIHTC funding from Housing NM.

**(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 #7.2.

APPROVED

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

**Moved by:**

**Seconded by:**

**AYES**

**NAYS**



26-062

# City Council Action and Executive Summary

Type of Action:  
☒ Resolution  
☐ Ordinance  
☐ TIDD Resolution

|              |                                                                                                                                                                                                                                                                                 |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| District:    | <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input checked="" type="checkbox"/> N/A                                                                       |
| 1st Reading: | Adopted: November 3, 2025                                                                                                                                                                                                                                                       |
| Drafter:     | Natalie Green                                                                                                                                                                                                                                                                   |
|              | Department: City Manager's Office                                                                                                                                                                                                                                               |
| Title:       | A RESOLUTION APPROVING THE CITIZEN PARTICIPATION PLAN, AS REQUIRED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), AS PART OF THE PREPARATION FOR THE 2026-2030 CONSOLIDATED PLAN AND ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE FOR THE CITY OF LAS CRUCES. |

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

**PURPOSE(S) OF ACTION:**  
Approve Citizen Participation Plan.

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**  
The City of Las Cruces (City) is an entitlement community as designated by the U.S. Department of Housing and Urban Development (HUD) for both the Community Development Block Grant (CDBG) and HOME Investments Partnerships (HOME) Programs. As part of the entitlement community’s responsibilities, every three to five years the City must develop and adopt both a Consolidated Plan (Con Plan) and Analysis of Impediments to Fair Housing Choice (AI) also known as Affirmatively Furthering Fair Housing Equity Plan (AFFH-EP). The Con Plan provides a profile of the City’s housing market and community development needs with the designated low- and moderate-income areas and neighborhoods, along with a strategic plan and priorities for addressing these needs using the City’s future CDBG and HOME funding allocations. The AI identifies those obstacles to providing fair and open housing within the community and actions that the City should take to address or remove those obstacles.

The Citizen Participation Plan (CPP), a component of the Con Plan and AI, describes how citizens will participate in the areas of development of the Con Plan, substantial amendments made to the Con Plan, development of the annual action plan and development of the annual performance report. The CPP is designed to provide citizens of all ages, genders, economic levels, races, ethnicities, and special needs equal access to become involved each year. The CPP was drafted in accordance with HUD regulations to ensure maximum participation in the planning process among all populations and needs groups, and in order to ensure that issues and concerns are adequately addressed. City Council approval of the Citizen Participation Plan is required by HUD.

The City’s current 2021-2025 Con Plan and AI expires at the end of City Fiscal Year 2026 (June 30, 2026). Staff is currently working with City-hired consultants, Root Policy to complete the next City Con Plan and AI including the CPP component, which will run through Program Years 2026-2030 (City Fiscal Years 2022-2026).

### Agenda Item #7.3.

City Council approval of the CPP is required in order to proceed with development, and prior to HUD submission, of the Con Plan, AI and Action Plans during the 5-year period. The approved CPP will outline how citizen participation will be received and included in the development of all plans required by HUD, including any necessary amendments.

#### **SUPPORT INFORMATION:**

[EXHIBIT A 2026 to 2030 Citizen Participation Plan](#)

#### **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 and adopt the City's Citizen Participation Plan for the HUD-required 2026-2030 Consolidated Plan and Analysis of Impediments to Fair Housing Choice for use in allocating the City's CDBG and HOME Program funds.

2. Vote "No"; this will not approve the Resolution nor will it adopt the City's Citizen Participation Plan for the HUD-required 2026-2030 Consolidated Plan and Analysis of Impediments to Fair Housing Choice. As this is a required element of the planning process, a new plan will have to be developed for consideration causing considerable delays to the development, adoption and implementation of the 2026-2030 Consolidated Plan and Analysis of Impediments to Fair Housing Choice. This would impact the City's ability to receive and spend Federal Funds from HUD.

3. Vote to "Amend"; this could delay the Resolution and would require direction from City Council.

4. Vote to "Table"; this would delay the Resolution and would will require direction from City Council.

**RESOLUTION 26-062**

**A RESOLUTION APPROVING THE CITIZEN PARTICIPATION PLAN, AS REQUIRED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), AS PART OF THE PREPARATION FOR THE 2026-2030 CONSOLIDATED PLAN AND ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE FOR THE CITY OF LAS CRUCES.**

The City Council is informed that:

**WHEREAS**, the City of Las Cruces (City) is an entitlement community for the Community Development Block Grant (CDBG) Program and a participating jurisdiction for the HOME Investments Partnerships (HOME) Program from the U.S. Department of Housing and Urban Development; and

**WHEREAS**, in order to expend the annual allocation of CDBG and HOME funds, the City must develop and implement a three-to five-year Consolidated Plan (Con Plan) and Analysis of Impediments to Fair Housing Choice (AI); and

**WHEREAS**, the City's current Con Plan and AI is for the Program Years 2021-2025, ends at the conclusion of the current City Fiscal Year 2026 (June 30, 2026); and

**WHEREAS**, the Con Plan and AI identify those housing and community development needs that affect low- and moderate-income families and areas throughout Las Cruces and any fair housing issues that the City can begin to address using its annual allocation of CDBG and HOME dollars; and

**WHEREAS**, prior to beginning the process to develop the next Con Plan and AI for the period of Program Years 2026 through 2030 (City Fiscal Years 2027 to 2031), the City must develop, present, and adopt a Citizen Participation Plan; and

**WHEREAS**, a draft of the proposed Citizen Participation Plan for the upcoming 2026-2030 Con Plan and AI was presented to the public at the October 22, 2025 Citizen Participation Plan and Open House.

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

**(I)**

**THAT** the Citizen Participation Plan, as shown in Exhibit "A", attached hereto and made a part of this Resolution, is hereby approved and adopted.

**(II)**

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

**DONE AND APPROVED** this     day of

Agenda Item #7.3.

APPROVED

\_\_\_\_\_

ATTEST:

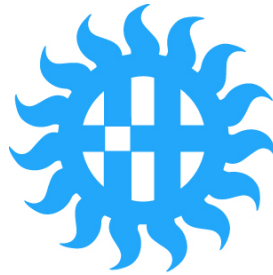
\_\_\_\_\_

**Moved by:**

**Seconded by:**

**AYES**

**NAYS**



**CITY OF LAS CRUCES**

City of Las Cruces, New Mexico  
**CITIZEN PARTICIPATION PLAN**

Housing and Neighborhood Services

City Manager's Office City of Las Cruces

P.O. Box 20000, Las Cruces, NM 88004

700 N Main St.

Las Cruces, NM 88001

(575) 528-3022 Main

FAX 575-528-3101

TTY 575-528-3157

*This document can be provided in a format accessible to persons with disabilities and/or persons with limited English proficiency upon request.*

*The City of Las Cruces prohibits discrimination on the basis of race, religion, sex, sexual orientation, gender identity, color, ancestry, familial status, serious medical condition, national origin, age or disability, spousal affiliation, in city employment, city operated programs, services or facilities.*



## **City of Las Cruces**

### **Citizen Participation Plan, 2026-2030**

The City of Las Cruces (City), as an entitlement community, is eligible to receive Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). This Citizen Participation Plan (Plan) provides for and encourages citizen participation in the CDBG and HOME programs. This Plan is an essential element of the City's community development process and has been developed to comply with the regulations of the CDBG and HOME programs as administered by HUD.

The Consolidated Plan is a HUD requirement for a city to receive federal housing and community development funding. The Consolidated Plan report examines the housing and community development needs of a city, sets priorities for HUD grant monies to which a city is entitled, identifies the city's performance in meeting its goals, and establishes a strategic plan for meeting current and future needs. Each Consolidated Plan is also required to have a strategy for citizen participation in the Consolidated Planning process.

This document constitutes the Citizen Participation Plan for the City of Las Cruces Consolidated Plan. The Citizen Participation Plan (CPP) describes how citizens will participate in four programmatic areas for the 2026 to 2030 program years:

1. Development of the Consolidated Plan,
2. Substantial amendments made to the Consolidated Plan,
3. Development of the Annual Action Plan, and
4. Development of the consolidated annual performance and evaluation report (CAPER).

### **Purpose of Citizen Participation Plan**

The City of Las Cruces (City) recognizes the importance of public participation in both defining and understanding current housing and community development needs, and prioritizing resources to address those needs. The City's Citizen Participation Plan is designed to provide citizens of all ages, genders, economic levels, races, ethnicities, and special needs equal access to become involved each year. This document serves as the City's Citizen Participation Plan for the 2026 Consolidated Plan program year, and all subsequent program years through 2030. This Citizen Participation Plan was drafted in accordance with 24 CFR Sections 91.100 and 91.105 of HUD's Consolidated Plan regulations. In order to ensure maximum participation in the Consolidated Planning process among all populations and needs groups, and in order to ensure that their issues and concerns are adequately addressed, the City will follow the standards set forth in its adopted Citizen Participation Plan during development of its Consolidated Plan, Annual Action Plan, Consolidated Annual Performance Evaluation Report (CAPER), and substantial amendments. The participation process will be developed and monitored by the City Manager's Office.

## Agenda Item #7.3.

The primary objectives of the City's Five-Year Citizen Participation Plan are to:

- Encourage citizen participation in the development of the Five-Year Consolidated Plan, the Annual Action Plan, the Consolidated Annual Performance Evaluation Report, and substantial amendments with emphasis on participation from individuals and households identified as low to moderate income, at-risk of or experiencing homelessness, those residing in areas where funding will be utilized, and residents with special needs. Consult stakeholders and partner organizations, especially those in the fields of community and economic development, affordable housing, natural hazards risk, and digital/broadband.
- Provide citizens with reasonable and timely access to meetings, information and records relating to the City's plan for utilizing funding in addition to allowing reasonable opportunity to comment on the Five-Year Consolidated Plan, the Action Plan, the Citizen Participation Plan, the Consolidated Annual Performance and Evaluation Report, and substantial amendments.
- As requested, provide technical assistance to groups representative of persons of low to moderate income populations who plan to apply for block grant funding.
- Provide public hearings to obtain citizen and stakeholder views and to provide an opportunity to comment on the proposed draft plans and funding allocations.
- Provide substantive written response to every written citizen complaint within fifteen (15) working days of receiving statement (where practicable).
- Endeavor to meet the needs of non-English speaking and Limited Language Proficiency (LEP) residents in the case of public hearings where a significant number of non-English speaking and/or LEP residents can be reasonably expected to participate. When requested no later than 72 hours prior to a public hearing, appropriate provisions will be determined and made that may include translation of public hearing comments and documents into the language of the majority of the non-English speaking or LEP residents affected. Spanish translation is available at all community meetings.
- Provide public hearings at locations accessible to persons with disabilities and make provisions for persons with disabilities when requests are made at least 72 hours prior to the hearing.
- Provide options for virtual, as well as in-person hearings, to allow for convenient and inclusive participation by residents and stakeholders and in the event of a national, state or local declared emergency that limits the ability for in person meetings.

## **Citizen Participation Plan Development Process and Adoption**

The Consolidated Plan process begins with the preparation of the Citizen Participation Plan (CPP) which describes the Plan Development Process. The CPP informs the public about processes and procedures for public access and influence on the Consolidated Plan and Annual Action Plans, and the proposed scheduling for development and submission of the plan.

Copies of the CPP are made available at least 10 days prior to a public hearing at the City of Las Cruces City Hall and on the City of Las Cruces website.

Prior to the adoption of the Citizen Participation Plan, implementation of the following public comment, review, and adoption procedures ensure that all citizens have a chance to participate in development of the Plan.

1. The City will provide a notice of the 15-day public review period for the Citizen Participation Plan in a local newspaper.
2. The proposed Citizen Participation Plan will be available for public review at the City of Las Cruces Housing and Neighborhood Services, the City Clerk's office, and on the City's website.
3. Upon request, the Plan will be made accessible to any person with disabilities. The City will provide a reasonable number of free copies of the Citizen Participation Plan to citizens and groups that request copies.
4. Comments or views of citizens received in writing during the public review period will be solicited by the City of Las Cruces staff. Comments can be sent in writing to the attention of Housing and Neighborhood Services, P.O. Box 20000, Las Cruces, NM 88004. They can also be made by calling (575) 528-3086 or emailing: [ngreen@lascruces.gov](mailto:ngreen@lascruces.gov).
5. The Final Plan will include a summary of public comments and a summary of any comments not accepted and the reasons therefore, all of which will be attached to the final Citizen Participation Plan.

## **Amendment of the Citizen Participation Plan**

The City will amend its approved Citizen Participation Plan whenever a change in the public participation process, as outlined in this plan, is proposed. An amendment to the approved Citizen Participation Plan will be reviewed and approved by the City of Las Cruces City Council. Notice of any amendment to the Citizen Participation Plan will be published in local newspapers (e.g., the Las Cruces Sun News and/or The Las Cruces Bulletin) no less than 15 days prior to the review and adoption to allow the public the opportunity to review and comment on the amendment. Notice will also be given to key housing and community development organizations in the City before the 15-day comment period begins. The Citizen Participation Plan will comply with City accessibility/ADA requirements. Appeals concerning the amendment should follow the Appeal procedures outlined in this document.

## Glossary of Relevant Terms

**CAPER:** The Consolidated Annual Performance and Evaluation Report, as required by HUD regulations, reports the City's completion of projects and activities as outlined within the Action and Consolidated Plans and the expenditure of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds at the end of the program year.

**Consolidated Plan:** A three to five-year plan of the City's Housing and Community Development needs, resources, priorities, and proposed activities to be undertaken for both the CDBG and HOME programs.

**Action Plan:** The yearly portion of the Consolidated Plan that identifies the specific activities and projects to be undertaken with CDBG and HOME resources during that funding/program year by the City.

**CDBG:** The Community Development Block Grant Program, as established under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, and the funding received under such program assists communities to address housing and community development needs, primarily for low- and moderate-income residents.

**HOME:** The HOME Investment Partnerships Program, as established by the Cranston-Gonzalez National Affordable Act of 1990, is designed to provide communities with funding from the U.S. Department of Housing and Urban Development for the creation of affordable housing opportunities through partnerships with other organizations.

**Median Family Income (MFI):** HUD surveys major metropolitan areas annually to develop an index of median family income by household size.

**Low- and Moderate-Income Households:** Pursuant to HUD regulations, the primary beneficiaries of the CDBG and HOME programs should be low- and moderate-income households, defined by HUD as follows:

- **Extremely Low-Income:** 0-30% Las Cruces Metropolitan Statistical Area (MSA) Median family income (MFI) adjusted for household size.
- **Low-Income:** 31-50% Las Cruces MSA MFI adjusted for household size.
- **Moderate-Income:** 51-80% Las Cruces MSA MFI adjusted for household size.

**Low- and Moderate-Income Neighborhood:** Generally defined as a census tract(s) or block group(s) in which a minimum of 51 percent of the residents have an income not exceeding 80 percent of the area median family income.

## Relevant Areas and Programs

The City of Las Cruces 2026–2030 Consolidated Plan covers the geographic area within the city limits of Las Cruces. The City is entitled to receive CDBG and HOME funding from HUD during the 2026, 2027, 2028, 2029 and 2030 program years. Each program year coincides with the City's fiscal year of July 1st to June 30th.

**Consolidated Plan Development Public Process**

The CPP includes efforts to notify the Mesilla Valley Public Housing Authority and other governmental and partnering agencies as well as the affected public about the Plan Development Process and to provide ample opportunity for citizen input at all stages.

**Plan Development Schedule\***

| EVENT                                                                 | DATE               |
|-----------------------------------------------------------------------|--------------------|
| Issuance of Citizen Participation Plan with Notice of Hearing         | October            |
| Public Meetings to Elicit Input on Needs and Priorities               | October - February |
| Publication of proposed Consolidated Plan and Action Plan             | March - April      |
| Public Hearing on proposed Action Plan & Budget                       | March - April      |
| Finalization of Consolidated Plan and Action Plan                     | April              |
| Proposed Consolidated Plan & Action Plan to City Council for approval | May                |
| Submission of Consolidated Plan & Action Plan to HUD                  | May                |

\*Specific dates and locations are provided in published notices, through direct mailings, in publicly accessible locations and on the City of Las Cruces website.

**Citizen Involvement**

The 2026-2030 Consolidated Planning processes will offer many opportunities for citizen participation. While the Citizen Participation Plan will aim to ensure the participation of all residents, special assurances will be made to ensure the participation of the following groups:

- extremely low-, low-, and moderate-income persons;
- persons living in areas where CDBG and HOME funds are proposed to be used;
- residents of publicly assisted housing;
- low-income residents of target neighborhoods;
- persons of color;
- non-English speaking persons;
- persons who are or are at-risk of homeless; and
- persons with disabilities.

Participation will be solicited and encouraged through the following activities.

**Citizen Participation Hearings**

At least one public hearing will be held after the publication of the draft Consolidated Plan, with a presentation of the completed Consolidated Plan and Annual Action Plan to the City Council. Notification of the public hearings will be provided through local newspapers and on the City of Las Cruces website.

## Agenda Item #7.3.

At least one public meeting will be held to collect community input on housing and community development needs prior to the release of the draft Consolidated Plan and Annual Action Plan.

### **Community Meetings**

Consolidated Plan community meetings (also known as public forums or open houses) will be held to gather public input about the housing and community development needs of citizens and their neighborhoods. The community meetings will also provide an opportunity for citizens and interested parties to obtain information about the City's housing and community development programs and eligibility requirements. City staff will be available at the meetings to provide technical assistance for developing funding proposals for the programs covered by the Consolidated Plan.

The community meetings will be held at times that accommodate work schedules and the needs of persons who rely on public transportation and/or are not comfortable driving at night. The locations will be held in low- and moderate-income areas of the city.

Auxiliary aids and services available to community residents upon request may be, but are not limited to, a qualified sign language interpreter, large print materials, audio tape, a note taker, open or closed captioning, assistive listening devices, Braille materials, web site access, etc. This request should be made to the City's ADA Coordinator in writing, or by phone at (575) 528-3100 / TTY 711, at least 72 hours prior to the event where that accommodation is needed. A Spanish translator will be available at all of the community meetings.

### **Announcements/Invitations**

Multiple processes will be used to inform citizens, local government officials, advocates, housing and community development officials and providers, organizations serving underrepresented residents, homeless residents, special needs residents, and low income residents, and others about the public hearings and community meetings/open houses. Citizens will be given advance notice on the City website, through press releases or city postcards, in emails to relevant agencies and advocates, and/or in formal publications in citywide newspapers two weeks prior to public hearings. Email notifications of the meetings will also be sent to various non-profit and partner agencies that work throughout Doña Ana County on the City's e-mail listing and through an interagency listserv.

### **Public Comment**

Prior to the adoption of a Consolidated Plan, the City will make available to interested parties the Draft Consolidated Plan for a comment period of no less than 30 days.

The Draft Consolidated Plan will contain the amount of assistance the City expects to receive through the HUD CDBG and HOME block grants, priority needs, and goals to be achieved through funding over a five year period. The Draft Plan will also include the City's policies related to displacement of low- and moderate-income individuals (by development, as relevant), reducing poverty, removal of lead-based paint hazards, preventing and mitigating homelessness and removing barriers to fair housing choice. The entire proposed Consolidated Plan will be available for viewing at the City of Las Cruces Housing and Neighborhood Services, located at 700,N. Main Street, Las Cruces, NM 88001, during the full public comment period. The proposed Consolidated Plan will also be available for viewing on the City's website.

## **Agenda Item #7.3.**

The City will openly consider any comments of individuals or groups received in writing during the Consolidated Planning process or at public hearings. A summary of the written and public hearing comments will be included in the Final Consolidated Plan submitted to HUD, along with the City's response to the comments.

The City will provide a substantive written response to all complaints related to the Consolidated Plan, amendments, and the CAPER within 15 working days of receiving the complaints. Copies of the complaints, along with the City's response will be sent to HUD if they occur outside of the Consolidated Planning process and, as such, do not appear in the Consolidated Plan.

### **Consolidated Annual Performance and Evaluation Report (CAPER)**

#### **Citizen Participation**

Hard copies of the Draft CAPER will be located at the library, City Clerk's Office, Housing and Neighborhood Services, and on the City's website.

#### **Citizen Comments**

Before the City submits a Consolidated Plan Annual Performance and Evaluation Report (CAPER) to HUD, the City will make available to interested parties the proposed CAPER for a comment period of no less than 15 days. Citizens will be notified of the CAPER's availability through newspaper notification. The notification will appear in at least one newspaper that is circulated throughout the City. The notification may be made as part of the City's notification of the public comment period for the CAPER and will be published two weeks before the CAPER comment period begins.

Each CAPER will be available for review and viewing at the City of Las Cruces Housing and Neighborhood Services, located at 700 N. Main Street, Las Cruces, NM 88001 during the full public comment period.

#### **Yearly Action Plans to the Consolidated Plan (2027 through 20305)**

Excluding 2026 and any year in which a new Consolidated Plan is adopted by the City, the yearly Action Plan will be adopted through a Citizen Participation Process in which at least two public meetings or hearings are held.

The initial meeting(s) will occur in late fall and/or early winter, generally between November and February each year, and are intended to present the public with an overview of the adopted strategies and priorities of the Consolidated Plan and to provide an opportunity to gather community input on housing and community needs. This will include an overview of allowed activities under the CDBG and HOME programs, as well as an overview of the previous year's Action Plan activities and projects for the City. The meeting(s) will be held in public buildings located in areas that are close to or within the designated low and moderate- income areas of the City. Additionally, the meeting(s) will be held in buildings that are accessible to all members of the public.

#### **Final Action Plan Public Hearing(s)**

There will be one to two public hearings held to gather direct input from the public on the overall proposed activities and programs to be completed as part of that year's Action Plan. The hearings will

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occur during the 30-day public comment period, generally in late winter or early spring around mid-March to mid-April, prior to consideration of the Action Plan by the City Council. Citizens will be given advance notice of the public hearings through notifications in late March, postings on City agency websites, press releases, emails, and publications in citywide newspapers. Email notifications of the meetings will also be sent to various non-profit and partner agencies on the City's e-mail listing and through an interagency listserv to numerous non-profit agencies that work throughout Doña Ana County.

### **Virtual Meetings and Hearings**

In the event of a national, state or local declared emergency that limits the ability for in person meetings, virtual hearings will be an allowed method for citizen participation. If virtual hearings are used, real-time responses and accommodations for persons with disabilities and/or with limited English proficiency will be made available to the greatest extent possible.

Virtual meetings and hearings may also be used during development of the Consolidated Plan and Action Plan to accommodate the schedules and special needs of stakeholders and residents.

### **Citizen Comments**

Before the City submits an Annual Action Plan to HUD, the City will make available to interested parties the proposed Annual Action Plan for a comment period of no less than 30 days. Citizens will be notified of the Annual Action Plan's availability through newspaper notification. The notification will appear in at least one newspaper that is circulated throughout the City. The notification may be made as part of the City's notification of the public comment period for the Annual Action Plan and will be published between two and three weeks before the CAPER comment period begins.

Each Annual Action Plan will be available for review at the City of Las Cruces Housing and Neighborhood Services, located at 700 N. Main Street, Las Cruces, NM 88001 during the full public comment period, and on the City website.

### **Substantial Amendments**

Substantial amendments are funding adjustments or reallocations that involve adding, deleting, or shifting 25% or more of the approved funds from one eligible activity to another. An eligible activity is defined in 24 CFR Parts 201 through 206. Substantial amendments will be subject to a 15-day comment period following publication of the proposed amendment in a newspaper of general circulation and posting on the City website. A summary of comments or views, and a summary of comments and views not accepted and the reasons, therefore, will be attached to the substantial amendment.

All other minor changes to activities will be considered informal programmatic amendments and will be so noted in the program file. A copy will be sent to HUD CPD for their information.

The substantially amended sections of the Consolidated Plan or Annual Action Plan will be available for review at the City of Las Cruces Housing and Neighborhood Services located at 700 N. Main Street, Las Cruces, NM 88001 during the full public comment period. In addition, the substantially amended sections of the Consolidated Plan will be made available on the City's website for the full duration of the public comment period.

### **Disaster/Emergency Events that May Require Expedited Substantial Amendments**

It may be necessary to expedite substantial amendments to the Consolidated Plan in the event of a declared national, state or local disaster or emergency. A declared national, state or local disaster or emergency may include but is not limited to (1) Man-Made-disasters, (2) Natural disasters, and (3) Terrorism. Man-made disasters can include chemical spills, mass rioting, power outages, dam failure, plant explosions, etc. Natural disasters can include earthquakes, tsunamis, hurricanes, tornadoes, wildfires, flooding, and public health issues such as wide-spread disease such as the recent coronavirus disease 2019 (COVID-19). Terrorism events include bomb threats, biochemical attacks like the spread of anthrax, or cyber-attacks like hacking, phishing, and virus distribution, etc. The use of expedited substantial amendments is intended to facilitate the use of funds to protect the health and safety of Las Cruces Residents or to prevent, prepare for, and respond to a declared national, state or local disaster/emergency.

These expedited substantial amendments may include funding new activities and/or the reprogramming of funds including canceling activities to meet needs resulting from a declared disaster or emergency. Therefore, the City of Las Cruces may utilize CDBG or HOME funds to meet these needs with a 5-day public comment period instead of a 30-day public comment period, which is otherwise required for substantial amendments.

Potential eligible uses of funds are those that are included in this Citizen Participation Plan, the Consolidated Plan, or any other CDBG or HOME eligible use.

HUD may provide new guidance on eligible uses in which the City will comply with and may utilize as well.

All eligible CDBG activities, including those to address declared disasters or emergencies, must meet one of three national objectives which are:

1. Benefit low- and moderate-income (LMI) persons;
2. Aid in the prevention of slums or blight; and
3. Meet a need having a particular urgency (referred to urgent need).

The City of Las Cruces may carryout eligible CDBG activities to meet needs resulting from declared disasters or emergencies under any one of the three national objectives.

### **Changes in Federal Funding Level**

Any changes in federal funding level after the Draft Consolidated Plan or Annual Action Plan's comment period has expired and the resulting effect on the distribution of funds will not be considered an amendment or a substantial amendment.

### **Consultation with Organizations and City Agencies**

When preparing the Consolidated Plan, the City will actively consult with public and private agencies that provide housing, health, homeless and/or social services in order to ensure that the interests and needs of all groups are being adequately addressed. The City will also make the Consolidated Plan available to Dona Ana County staff and the City's public housing authority (PHA). This consultation will occur through community meetings, interviews conducted with such organizations including those

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that provide services to special needs populations, and incorporation of data and reports produced by such organizations into the Consolidated Plan.

### **Public Access to Records**

The City will provide all interested parties with access to information and records related to the City's Consolidated Plan, Citizen Participation Plan, Annual Action Plan and CAPER, and the City's use of assistance under all programs covered by the Consolidated Plan during the preceding five years. The public will be provided with reasonable access to housing assistance records according to the City of Las Cruces Public Records Requests procedures. Persons who would like access to records should contact the City Clerk's Office through the online portal at [lascruces.gov/IPRA](http://lascruces.gov/IPRA), in person, by mail, e-mail or fax. All written requests are responded to pursuant to the New Mexico Inspection of Public Records Act. Records requests must, contain the name, address, and telephone number of the person seeking access to public records and identify the records sought with reasonable particularity. The office is located at 700 N. Main Street, Las Cruces, NM 88001. Mail requests can be sent to P.O. Box 20000, Las Cruces, NM 88004. Emails may be sent to [ipra@lascruces.gov](mailto:ipra@lascruces.gov), faxes sent to (575) 541-2117, and calls made to (575) 541-2112. Reasonable accommodation for persons with disabilities will be made upon request.

### **Complaints and Grievances**

The City of Las Cruces will provide written responses to written complaints and grievances received regarding any aspect of the annual Consolidated Plan federal entitlement grant program within 15 working days, where practicable, of receiving the complaint or grievance. Comments, complaints, and grievances concerning the Consolidated Plan, Annual Action Plan, or CAPER should be addressed to the Housing and Neighborhood Services Administrator.

### **Technical Assistance**

Upon request, staff will provide technical assistance to groups representing extremely low, low- and moderate-income persons to develop funding requests for CDBG and HOME eligible activities. Technical assistance will be provided as follows:

- Answer, in writing or verbally, all inquiries received from citizens or representative groups relating to funding requests.
- Meet with groups or individuals as appropriate, to assist in identifying specific needs and to assist in preparing request/application for assistance.
- Provide bi-lingual translation on an as needed basis.



**3100; Council  
Bill 26-008**

# City Council Action and Executive Summary

**Type of Action:**  
☐ Resolution  
☒ Ordinance  
☐ TIDD Resolution

|                     |                                                                                                                                                                                                                                                        |                    |                       |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------------|
| <b>District:</b>    | <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input checked="" type="checkbox"/> N/A                                              |                    |                       |
| <b>1st Reading:</b> | October 20, 2025                                                                                                                                                                                                                                       | <b>Adopted:</b>    | November 3, 2025      |
| <b>Drafter:</b>     | Christine Rivera                                                                                                                                                                                                                                       | <b>Department:</b> | City Manager's Office |
| <b>Title:</b>       | <b>AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A FRANCHISE AGREEMENT WITH RIPPLE FIBER NEW MEXICO LLC ("RIPPLE"), TO AUTHORIZE THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A TELECOMMUNICATIONS SYSTEM FOR FIBER INTERNET WITHIN THE CITY.</b> |                    |                       |

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

**PURPOSE(S) OF ACTION:**  
To enter into a Telecommunications Franchise Agreement with Ripple Fiber New Mexico.

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**  
Telecommunications (“telecom”) franchises are common, as federal law, including 47 U.S.C. § 253, requires local jurisdictions to open their markets by granting franchises on fair and nondiscriminatory terms for the purpose of encouraging competition to provide services. The City itself currently has seven companies operating under agreements to provide telecom infrastructure and services.

The proposed ordinance authorizes the City Manager to sign a nonexclusive franchise agreement allowing Ripple to construct cable infrastructure in public rights-of-way for the purpose of providing fiber internet. At the same time, the agreement commits Ripple to work with the City’s Community Development, Public Works, and Utilities Departments to ensure that it undertakes efficient and minimally disruptive construction activities, including by reference to standard permitting requirements and additional terms for the coordination of construction with these Departments. Ripple must follow all applicable federal, state, and local requirements and all industry standards regarding contracting, construction, and safety.

The term of the proposed franchise agreement is ten years from the effective date of the agreement with annual renewals thereafter. In consideration of the franchise, Ripple will pay the City an annual franchise fee of two percent (2%) of its annual gross revenues, which is standard in the industry for franchise agreements like this. The potential revenues generated by this agreement are unknown because it is unknown how many customers will purchase Ripple’s services within the City.

**SUPPORT INFORMATION:**  
[Exhibit "A" - Las Cruces Ripple Fiber Franchise \(with Exh A\)](#)

**PLAN(S):**  
None

**COMMITTEE/BOARD REVIEW:**

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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 proposed ordinance.
2. Vote "No"; this will reject the proposed ordinance.
3. Vote to "Amend"; this would allow City Council to modify the proposed ordinance.
4. Vote to "Table"; this would postpone the decision to approve this ordinance, and it would allow City Council to further direct staff.

**ORDINANCE 3100; COUNCIL BILL 26-008**

**AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A FRANCHISE AGREEMENT WITH RIPPLE FIBER NEW MEXICO LLC (“RIPPLE”), TO AUTHORIZE THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A TELECOMMUNICATIONS SYSTEM FOR FIBER INTERNET WITHIN THE CITY.**

The City Council is informed that:

**WHEREAS**, Ripple Fiber New Mexico LLC (“Ripple”) desires to construct, maintain, and operate a telecommunications system with the City and maintain telecommunications system infrastructure within the City’s rights-of-way to provide telecommunications and information services for the benefit of customers within the City; and

**WHEREAS**, the City, pursuant to applicable federal and state laws and regulations, is authorized to grant and renew one or more nonexclusive franchises to construct, operate, and maintain a telecommunications system and infrastructure within the City; and

**WHEREAS**, the City, after evaluation, has determined that Ripple is able to provide services, facilities, and equipment necessary to meet the telecommunications needs of the community; and

**WHEREAS**, the City has determined that it is in the best interests of the City and its residents to enter into a franchise agreement with Ripple.

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

**(I)**

**THAT** the City Council authorizes the City to enter into a nonexclusive franchise agreement authorizing Ripple to construct, maintain, and operate a telecommunications system within the City and maintain telecommunications system infrastructure within the City’s rights-of-way, as more fully described in Exhibit “A”, which is attached hereto and made a part of this Ordinance, and that the City Manager is authorized to sign said franchise agreement on the City’s behalf.

**(II)**

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

**DONE AND APPROVED this** day of

Agenda Item #7.4.

APPROVED

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

**Moved by:**

**Seconded by:**

**AYES**

**NAYS**

**TELECOMMUNICATIONS FRANCHISE AGREEMENT**

This Telecommunications Franchise Agreement (hereinafter the “Franchise Agreement” or “Franchise”) is made between the **City of Las Cruces** (hereinafter “City” or “Grantor”) and **Ripple Fiber New Mexico LLC** (hereinafter “Grantee”) on the “Effective Date” herein.

WHEREAS, the City has a legitimate and necessary regulatory role in ensuring the availability of telecommunications service and reliability of telecommunications systems in its jurisdiction; and

WHEREAS, the City is authorized by applicable law to grant one or more nonexclusive franchises to construct, operate and maintain telecommunications systems within the boundaries of the City; and

WHEREAS, the City desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a telecommunications system on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises made herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Grantee do hereby agree as follows:

**SECTION 1 - Definitions**

When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined herein shall be given their common and ordinary meaning. The word “shall” is always mandatory and not merely directory.

A. “Affiliate”, when used in connection with Grantee, means any person who is owned or controlled by, or is under common ownership or control with Grantee.

B. “Applicable law” means any federal law, state law, local law, statute, ordinance, resolution, judicial decision or other regulation having the force and effect of law.

C. “As-Builts” means AutoCAD drawings prepared by the construction professionals responsible for installation (usually the contractor) as they construct Grantee’s infrastructure for its Telecommunication System or other projects in the Franchise Area. The said drawings shall document the actual locations of the constructed components and changes to the original contract drawings in AutoCAD provided by the responsible construction professionals (usually the architect or engineer on record). In addition, the said drawings shall provide, without limitation, a scaled site plan clearly indicating the location, type, height and width of the proposed facilities, separation distances, adjacent roadways, a depiction of all transmission equipment, means of access, setbacks from property lines, elevation drawings of the proposed facilities and any other structures, topography and utility runs.

D. “City Council” means the Las Cruces City Council, or its successors, or the governing body of Las Cruces, New Mexico.

E. “Customer” means a person or user of the Telecommunications System who lawfully receives Telecommunications Service therefrom with the Grantee’s express permission.

F. “FCC” means the Federal Communications Commission or successor governmental entity thereto.

G. “Franchise Area” means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

H. “Gross Revenues” include all revenues derived by Grantee from the provisioning of Telecommunications Service and Information Services within the City (exclusive of any Franchise Fee, surcharge or tax passed through to customers on behalf of governmental agencies) received by the Grantee for services provided to customers through use of the Telecommunications System. Gross Revenues shall also include all Telecommunications and Information Services revenue received by an entity other than Grantee, whether affiliated or unaffiliated with Grantee, which uses the Telecommunications System, where necessary to prevent evasion or avoidance of the obligation to pay Franchise Fees to Grantor. Gross Revenue shall not include (1) proceeds from the sale of bonds, mortgages, or other evidence of indebtedness, securities, or stocks; or (2) gross receipts taxes, bad-debt write offs, and customer credits; or (3) revenue of any Affiliate or Grantee from long distance service, directory advertising or other types of services that may be franchised now or in the future by the City. Each of the foregoing exclusions are not included in the definition of Gross Revenues and, therefore, are not included in the calculation of any Franchise Fee due under this Franchise Agreement.

I. “Information Service” means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capabilities for the management, control, or operation of a telecommunications system or the management of a telecommunications service (as provided in 47 U.S.C. Section 153(24)).

J. “Person” means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

K. “Right-of-Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses. Right-of-Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Grantee to the use thereof for the purposes of installing, operating, and maintaining Grantee’s Telecommunications System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, attachments, and other property as may be ordinarily necessary and appurtenant to the Telecommunications System.

L. “State” means the State of New Mexico.

M. “Telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. Section 153(50)).

N. “Telecommunications Service” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. Section 153(53)).

## **SECTION 2 - Grant of Authority**

A. Subject to the terms and conditions set forth in this Franchise, the City hereby grants to Grantee a nonexclusive authorization to construct, maintain, operate, upgrade, adjust, protect, support, raise, lower, disconnect, remove and relocate its cables, poles, wires, conduits, conductors, pipes and related appurtenances for its system in, under, along, over and across the Right-of-Way, for the purpose of providing Telecommunications and Information Services. This Franchise shall constitute both a right and an obligation to provide the system required by, and to fulfill the requirements set forth in, the provisions of this Franchise.

1. Grantee agrees that the provisions of this Franchise constitute a valid and enforceable contract between the parties. The material terms and conditions contained in this Franchise may not be unilaterally altered by the Grantor through subsequent amendment to any ordinance, rule, regulation, or other enactment of the Grantor, except in the lawful exercise of the Grantor’s police power.

2. Notwithstanding any other provision of this Franchise, Grantee reserves the right to challenge provisions of any ordinance, rule, regulation, or other enactment of the Grantor that conflict with its contractual rights under this Franchise in the future.

B. Nothing in this Franchise shall be deemed to waive the provisions of any generally applicable City ordinance existing as of the Effective Date of this Franchise.

C. This Franchise shall not be interpreted to prevent the City from imposing additional lawful conditions or additional compensation conditions for the use of the Right-of-Way, cumulatively and alternatively at the City’s sole discretion, with regard to Telecommunications Service, Cable Service and Information Service, if they are not already included in Franchise Fees.

D. This Franchise is intended to convey limited rights and interests in the Right-of-Way. It is not a warranty of title or interest in any Right-of-Way; it does not provide Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

E. No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

1. Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;

2. Any permit, agreement, or authorization required by the City for Right-of-Way users in connection with operations on or in the Right-of-Way or public property including, by way of example and not limitation, street cut permits; or

3. Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

### **SECTION 3 - Police Powers**

Grantee's rights hereunder are subject to the police powers of the City to adopt and enforce laws and ordinances necessary for the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability, statutes and regulations enacted, or hereafter enacted, by the City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof.

### **SECTION 4 - Term**

The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement. After the ten (10) year initial term, this Franchise shall automatically renew on a year-to-year basis provided Grantee is not in material default. If Grantee is in material default of this Franchise, the parties shall follow the notice and opportunity to cure provisions contained in this Franchise. Separately, Grantee and the City shall have the right to provide notice of non-renewal at least ninety (90) days before the end of the then current term. If notice of non-renewal is given, the term of the Franchise Agreement shall cease on the last day of the term. If the Franchise is extended for any renewal term, the Franchise Fee percentage contained in Section 7(A) of this Franchise shall automatically adjust to match the franchise fee percentage paid by any other similarly situated service provider to the City for use of City Right-of-Way at that time. A service provider is similarly situated to Grantee if that service provider has a telecommunications agreement or franchise with the City, and so long as Franchise Fees are paid by that service provider on both Telecommunications and Information Services. In the event of an adjustment, the City will provide written notice of the new percentage rate at least ninety (90) days before the adjustment takes effect.

### **SECTION 5 - Construction and Installation of Grantee's Facilities**

A. All facilities under authority of this Franchise shall be used, constructed, installed and maintained in accordance with applicable law, codes and regulations and be consistent with construction standards generally accepted within the industry.

B. Grantee shall, prior to commencing construction work in the Right-of-Way or other public places, apply for a permit at its expense from the City, including, without limitation, the City's Public Works, Utilities, and Community Development Departments. Grantee will abide by all applicable ordinances, rules, regulations and requirements of the City. The City may inspect the manner of such work and require remedies as may be necessary to assure compliance. Grantee shall obtain excavation permits for streets and alleys, regardless of surfacing types, and traffic

control permits for all streets, and shall not obstruct the use of the Right-of-Way. All lines, cables, fibers and conduits laid or installed under this Franchise shall be so located and placed as not to obstruct or interfere with any water pipes, drains, sewers or other structures already installed, and all such facilities shall be installed subject to the reasonable approval of a project lead designated by the directors of the Public Works Department and Utilities Department as a point of contact for the Departments. Notwithstanding the foregoing, Grantee shall not be obligated to obtain a permit to perform emergency repairs but shall acquire one at its expense as soon as practicable thereafter. In the event of emergency repairs, or in the event of construction activities that could affect utility services and City infrastructure including water, sewer, reclaimed water, storm drainage, natural gas, electrical street lightings/signals, and fiberoptic infrastructure, Grantee shall give written notice as soon as practicable to the City's project lead. The City shall respond to Grantee's permit applications in a reasonable timeframe and shall communicate all reasons for denials in writing. The City further agrees to make best efforts to render a decision on a submission for a permit within three (3) weeks, or, in the case of a revised permit application responding to a prior denial, two (2) weeks.

C. To the extent practical and consistent with any permit issued by the City, all facilities shall be located so as to cause minimum interference with infrastructure and with the Right-of-Way and shall be constructed, installed, maintained, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City, as they may be amended from time to time as consistent with construction standards generally accepted within the industry. Grantee shall in all circumstances exercise reasonable prudence to cooperate with City officers, employees and contractors, including without limitation the City's Utilities, Public Works and Community Development Departments, for efficient construction, repair and maintenance activities in the City's Right-of-Way and in order to minimize disruption in the Right-of-Way. In order to avoid duplicative or excessive burdens on City staff in the review of permitting and coordination of construction activities, Grantee shall make all reasonable efforts to consolidate its requests to locate utilities infrastructure and other administrative requests, and to coordinate its contractors' and subcontractors' work projects, including by refraining from requesting permits or making location requests of one thousand (1,000) foot increments or less within a ten (10) day period unless required by a change in the project's scope or an emergency. Grantee shall provide rolling thirty (30) day forecasts of planned construction activities to the project lead designated by the Utilities and Public Works Departments to assist in resource planning starting at least thirty (30) days in advance of any planned construction activity and continuing until the activity ceases. In the event that Grantee's requests for City support in Grantee's construction activities requires City staff to locate, survey, inspect, or cooperate in construction activities surrounding the City's utilities ten (10) or more times in a given week, Grantee agrees to reimburse the City for the actual costs incurred by its Departments to meet Grantee's demand, including temporary staffing or overtime, or to provide reasonable funding in support of additional City staffing or outside third-party contracting or subcontracting. Unless as otherwise specified in Sections 5 or 10, or as elsewhere provided in this Franchise, and except as expenses or costs may differently accrue to the City pursuant to legal requirements for its procurements or work: (i) all reimbursement for expenses or services under this Franchise shall be subject to and based upon generally accepted industry standards; (ii) the Parties agree that any funding or reimbursement provided shall reflect fair market value and customary rates for similar goods or services within the relevant industry and geographic region; and (iii) any disputes regarding the reasonableness of reimbursement amounts shall be resolved by reference to such industry standards.

D. Grantee, at its own expense, shall replace any disturbed paving or surface in accordance with the City's standard specifications for street construction subject to the reasonable approval of the Public Works Director or his/her designee. Any infrastructure belonging to the City and damaged by Grantee, its contractors or subcontractors in the course of work shall be repaired or replaced to its prior state by Grantee within a reasonable time and at its sole expense.

E. To the extent required by City regulations and policies, or even if not so required, to the extent technically and economically feasible, paved streets shall be bored or drilled when crossed under the ground by Grantee's facilities so that the City's paved Right-of-Way will not be damaged. The Public Works Department through its representative may allow other construction methods when it is found that drilling or boring is unreasonable and will not provide a sufficient public benefit for the cost.

F. In furtherance of Subsection E above, nothing in this Franchise Agreement shall allow or be construed to allow Grantee to microtrench without the prior, written authorization from the City, which authorization may be withheld by the City in its sole discretion. Grantee shall abide by the City's reasonable and customary policies or regulations which prohibit construction for limited periods of time (for example, during rush hour in the morning, late afternoon or early evening) on roads, streets, sidewalks and related areas. Installation and maintenance shall also be scheduled so as to accommodate ongoing or previously completed work in or near the Right-of-Way, such as protection of newly planted turf or other vegetation, installed asphalt, streets or sidewalks. In order to avoid such situations, Grantee shall provide notice of the planned work at least forty-eight (48) hours in advance and coordinate with the City to develop a mutually acceptable schedule for such work.

G. If, during the course of work, Grantee disturbs or causes damage to or alters any Right-of-Way or other public or private property, Grantee shall promptly replace, repair or restore such Right-of-Way or other public or private property, at Grantee's expense, to a condition equal to or better than the condition that existed immediately prior to such disturbance, damage or alteration within forty-eight (48) hours. Grantee shall further provide written notice to the City of any incident qualifying under this Subsection as soon as reasonably practicable but no later than twenty-four (24) hours after discovery. Grantee's notice shall provide a reasonably detailed description of the incident and the work undertaken to replace, repair or restore the subject condition.

H. Within three (3) months from the completion of construction or work that results in any addition, alteration, extension, upgrade or removal of Grantee's infrastructure in the Right-of-Way, or upon the City's reasonable request, Grantee shall furnish the City with two (2) complete sets of As-Builts accurately depicting the location of all cables, wires, and facilities constructed or relocated as part of the work. Grantee shall provide the As-Builts to the City or to an unaffiliated person engaged by the City if such person signs Grantee's nondisclosure agreement. Grantor and Grantee acknowledge and agree that Grantee providing As-Builts prevents damage to City infrastructure and harm to City residents arising from errors and omissions in the use of or construction in the Right-of-Way, and that such documents assist the City in maintaining an accurate database of underground equipment and facilities in the Right-of-Way for emergency response and other exigent circumstances. Consistent with the foregoing, Grantee agrees to provide As-Builts for all projects undertaken pursuant to this Franchise in an electronic and reproducible format compatible with the City's existing GIS system. In addition, the City may in

its reasonable discretion require Grantee to provide with its As-Builts other maps and documents showing Grantee's construction, such as, without limitation, GIS mapping layers, strand maps, and redline documents. Grantor and Grantee agree that records provided pursuant to this Subsection are presumed to be trade secrets and include information concerning information technology systems, the publication of which would reveal specific vulnerabilities that compromise or allow unlawful access to such systems, and as such may not be subject to release as public records pursuant to the Inspection of Public Records Act ("IPRA"), NM Stat § 14-2-1, *et seq.*, as may be amended. Grantee acknowledges that the City needs to fulfill its duties to respond to a valid request for records pursuant to the IPRA by giving an independent review of any responsive and potentially protected documents within its possession, to assess the need for confidentiality under State law.

I. Nothing in this Franchise shall be construed to prevent the City from constructing, maintaining, repairing, or relocating its sewers, streets, water mains, sidewalks, or other public property. However, before commencing any work within a Right-of-Way that may affect Grantee's facilities, the City shall give written notice to Grantee, and all such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of Grantee's facilities.

J. This Franchise does not establish priority for use of the Right-of-Way over holders of other permits or franchises, and it grants no vested interest in occupying any particular position in the Right-of-Way. The City shall control distribution of space in the Right-of-Way, but may not exercise that authority unreasonably. No location of any of the facilities shall give rise to a vested interest in public property.

K. The Franchise Agreement along with the City Municipal Code and City policies and regulations (including, but not limited to, permit, inspection and review fees), set forth all requirements for future construction of Grantee's facilities and system in the City Right-of-Way.

L. In order to minimize disruption to vehicular traffic and inconvenience to the public, and protect the public interests in connection with permitted uses of the Right-of-Way, which have limited capacity, conduit sharing and other collocation solutions are encouraged and shall be utilized to the extent they are technically and economically feasible. Grantee agrees, wherever technically and economically feasible, that it will endeavor to collocate its facilities and cooperate with the City in placing innerduct conduit within the Right-of-Way and in sharing unused space within underground conduits owned by Grantee and the City. At any time that the City or Grantee intends to install new underground conduit or replace existing underground conduit in the Right-of-Way, such party shall endeavor to provide the other party with forty-five (45) days advance written notice in order to permit the additional contemporaneous installation of innerduct conduit for potential collocation. If either party desires additional innerduct conduit to be installed, it will so notify the other party. The party providing such notice shall be responsible for the additional incremental expense for installing additional innerduct conduit. The parties agree that such conduit or innerduct conduit jointly occupied or used by the City and Grantee may not be sold or leased by the City to third parties for the provision of competitive services.

M. Prior to doing any work in the Right-of-Way, Grantee shall give appropriate notices to the City and to the notification association established by New Mexico One Call, as such statutes may be amended from time to time. Within the time frames provided by State law, after any City

department or franchisee, licensee or permittee notifies Grantee through New Mexico 811 of a proposed Right-of-Way excavation, Grantee shall, at Grantee's expense:

1. Mark on the surface all of its located underground facilities within the area of the proposed excavation;
2. Notify the excavator of any unlocated underground facilities in the area of the proposed excavation; or
3. Notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation.

N. The Grantee shall retain title to the conduit and must maintain the conduit in good working order and repair, and in compliance with the rules and regulations of the City. The Grantee must comply with all requirements, directives and orders of the City regarding microtrenching which will not be allowed without the prior written consent of the City.

O. With regard to installation of shadow conduit for the City:

1. The City will identify specific locations for the shadow conduit to be installed by Grantee as generally indicated on the attached map which is made a part hereof and incorporated by reference or as otherwise agreed to by the parties in writing. Should Grantee decide not to build along the identified routes or locations or should Grantee decide to build aerial fiber along those routes, no shadow conduit for the City shall be required.

2. The diameter of Grantee's conduit, depending on location, shall be 1.34, 1.22, or .75 inches. The shadow conduit size (diameter) shall be at least 1.5 inches. In the event that Grantee plans to install conduit less than 1.5 inches in diameter for its own purposes, then the City shall pay the excess costs to install 1.5 inch diameter shadow conduit on a location-by-location basis in the amount of \$5.00-\$8.00 per foot, to be finalized at least 30 days before launch of the installation of shadow conduit. That excess cost shall be paid to Grantee within forty-five (45) days of receipt by the City of a properly documented invoice or as a credit against Franchise Fees owed by Grantee.

3. Grantee will construct for the City separate manholes and a pull box system along the routes of the shadow conduit as specified by the City.

4. Grantee will charge the City at Grantee's cost to build shadow conduit and the manholes/pull box system ("Shadow Conduit System") plus a 3% administrative fee. Grantee will provide monthly invoices to the City for verification of the cost. This cost is estimated at this time to be \$5.00-\$8.00 per foot. Additionally, Grantee will include in its invoices additional charges to the City for the installation of any underground traffic-rated manholes/pull boxes, subject to advance negotiations between the parties on an application-specific basis. The parties shall mutually agree upon vault ratings that meet City requirements for the safe and functional operation of its underground infrastructure while, to the extent feasible while at all times meeting the foregoing objective, allowing the parties to use cost-effective means for an individual application. The parties further acknowledge that manholes/pull boxes unreasonably priced and/or designed for other than the intended purpose of the application may be rejected by Grantee as out

of scope. However, the parties agree that the rate per foot stated here may vary due to availability of materials and labor at the time of construction, which new rate is subject to the mutual written agreement of the parties. If the parties are unable to agree on the new rate, that matter shall be submitted to mediation in accordance with Section 10.

5. The City will pay for the Shadow Conduit System in the form of a credit given to Grantee, for what would otherwise be payable by Grantee for Franchise Fees to the City, up to the total cost of materials and labor for the Shadow Conduit System including the 3% administrative fee. However, if after the expiration or termination of the Franchise, the amount of the Franchise Fee credit given to Grantee has not sufficiently offset the cost of the Shadow Conduit System, the City will not owe any funds or payment to Grantee for the excess cost.

6. If the amount of the Franchise Fee credit fully recovers the construction cost of the Shadow Conduit System plus the 3% administrative fee, then Grantee shall begin or resume paying Franchise Fees to the City.

7. The Shadow Conduit System may only be used by the City for City purposes and not for retail or commercial purposes in competition with Grantee.

8. In connection with the foregoing, Las Cruces Utilities review and approval of Shadow Conduit routes are required in advance in writing to avoid conflicts with existing or planned utility lines or infrastructure described in Subsection B of this Section.

P. Grantee and its contractors shall comply with the most current City Utilities Standards - Separation Requirements and the City's Road Construction Standards ("Standards and Requirements") unless Grantee objects by giving no less than thirty (30) days' written notice regarding the applicability of or change to the Standards and Requirements. Grantee may object to the Standards and Requirements on the basis that they are commercially unreasonable or materially deviate from generally accepted industry standards. Upon receipt of Grantee's objection, the City's Public Works Director and Grantee's designated representative will have ten (10) days to negotiate a written agreement. If they are unable to reach a written agreement, Grantee may request negotiations with the City Manager. Grantee and the City Manager will then have twenty (20) days to negotiate a written agreement. If they are unable to reach a written agreement, the parties will be free to seek any remedy available at law or in equity.

Q. Grantee covenants and agrees that to the extent any construction occurs on, in or under City property outside of the City's Right-of-Way, Grantee will take action to work with the City to promptly obtain any necessary easements, permits or other authorizations from the City at Grantee's sole expense. The City makes no representation or warranty as to whether any additional consents, approvals or permits are necessary or required from any other governmental entity or any third party with respect to Grantee's construction outside of the City's Right-of-Way in order for Grantee to lawfully occupy property outside of the Right-of-Way and operate its fiber, equipment and other facilities. Grantee is responsible, at its sole cost and expense, to obtain any necessary easements, permits or other authorizations from other governmental entities and third parties, private or public, with respect to the construction, installation and operation of its fiber, equipment and other facilities outside of the City's Right-of-Way.

**SECTION 6 - Relocation of Facilities and Discontinuing Use/Abandonment**

A. Relocation for the City.

1. Grantee shall disconnect, relocate, or remove any of Grantee's facilities, property or equipment located in a Right-of-Way when required by the City consistent with its police powers (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for public purposes). Such work shall be performed at Grantee's expense. Except during an emergency, the City shall provide reasonable notice to Grantee of its need to relocate that is commensurate with the complexity of the project, but in all events never less than sixty (60) days, and allow Grantee an opportunity to perform such action. Following notice by the City, Grantee shall relocate, remove, replace, modify or disconnect any of its Facilities or equipment within any Right-of-Way, or on any other property of the City. If the City requires Grantee to relocate its Facilities located within the Right-of-Way, the City shall provide Grantee with an alternative location within the Right-of-Way if an alternative location is reasonably available.

2. Excluding circumstances or events outside of its reasonable control, if Grantee fails to complete this work within the time prescribed to the City's satisfaction, the City may cause such work to be done at Grantee's cost and expense. In electing to cause work to be done in accordance with this Subsection, the City shall not be liable for any damage to any portion of the system except to the extent caused by the negligence of the City or its contractor. Within thirty (30) days of receipt of an itemized list of those costs, Grantee shall pay the City.

B. Temporary Changes for Other Permittees. At the request of any person or entity holding a valid permit, upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its Facilities, property or equipment as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in advance.

C. Alternatives to Relocation. Grantee may, after receipt of written notice requesting a relocation of its facilities, submit to the City a written description of alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Right-of-Way. The City shall promptly evaluate such alternatives and advise Grantee in writing if one or more of the alternatives is suitable. If requested by the City, Grantee shall promptly submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by Grantee full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, Grantee shall relocate the components of the system as otherwise provided herein.

D. Discontinuing Use/Abandonment of System Facilities. Whenever Grantee intends to discontinue using any facility in the Right-of-Way, Grantee shall submit for the City's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that the City allow it to remain in place and to convey same to City through a letter of abandonment or bill of sale, subject to applicable State law. The City may require Grantee to perform a combination of abandonment, modification

or removal of the facility upon a reasonable schedule set by the City. Until such time as Grantee abandons, removes or modifies the facilities, as directed by the City, Grantee shall be responsible for all necessary repairs and relocations of the facility, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility during such time. If Grantee abandons its facilities, the City may provide Grantee with written notice of the City's desire to utilize such abandoned facilities, and Grantee shall then have ninety (90) days in which to respond with either assent to transfer such facilities to the City, or an affirmation that such facilities are not abandoned, in which case the facilities shall remain with Grantee, but the facilities shall be deemed abandoned if Grantee fails to respond. Upon assent by Grantee to the transfer of such facilities, the parties shall execute appropriate documentation to memorialize the transfer.

## **SECTION 7 - Franchise Fees and Reports**

### **A. Payments and Reports.**

1. Quarterly Payments. From and after the date of Grantee's acceptance of this Franchise, Grantee will pay the City two percent (2%) of Grantee's Gross Revenues derived from the operation of its Telecommunications System in the City, until adjusted or credited pursuant to this Franchise. Grantee's Franchise fee payments to the City shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than thirty (30) days after those dates and be accompanied by a detailed report showing Grantee's Gross Revenues for the quarter upon which the Franchise fees are based.

2. Grantee acknowledges and agrees that its Gross Revenues include wholesale and retail Telecommunications Services (by way of example and not limitation, VoIP and traditional telephone services) and Information Services (by way of example and not limitation, Internet and data services). Grantee waives any claim it may have as of the Effective Date that such Information Services (including, but not limited to, Internet and data services) are not subject to Franchise fees under applicable Federal, State or local law. However, if in the future, as the result of subsequent action or ruling by the FCC, or if Federal or State Law changes, or if because of a subsequent final, non-appealable judicial decision of a court of competent jurisdiction, such Information Services are not subject to Franchise Fees, then on a going-forward basis, the Grantor may not require Grantee to pay Franchise Fees in connection with such Information Services. If thereafter, however, the FCC, Federal or State law or a final, non-appealable judicial decision of a court of competent jurisdiction shall then allow Grantor to collect from Grantee such Franchise Fee payments on Information Services, then Grantee will resume those Franchise Fee payments on Information Services to Grantor. Grantor and Grantee further agree that in no instance shall there be any refund or retroactive payment due from Grantor to Grantee in connection with such prior Franchise Fees paid to the Grantor on Information Services, if the Franchise Fees on Information Services could not lawfully be paid to Grantor. It shall be Grantee's sole decision as to whether it chooses to line-item Franchise Fees on Telecommunications or Information Services on its customers' or subscribers' bills. Grantee's agreement to pay Franchise Fees to the City on Telecommunications Services and Information Services (including, but not limited to, Internet and data services) is an integral part of this Franchise and, except as provided herein, a failure to do so is a material breach of this Franchise Agreement. Grantee shall be required to provide written notice to the City of any qualifying

change in applicable law within the meaning of this Subsection before Grantee may alter the method of calculating its Franchise Fees.

3. In addition to the Franchise Fee, Grantee agrees to provide one gigabit per second (1 Gbps) internet connections at no installation or recurring cost to five (5) City facilities located within 500 feet of Grantee's network within six (6) months of identification of the locations and establishment of Grantee's point of presence.

4. No Accord and Satisfaction. No acceptance of any payment shall be construed as an accord and satisfaction by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for additional sums payable or for the performance of any other obligation of Grantee.

B. Franchise Termination. If this Franchise terminates for any reason, Grantee shall file with the City within ninety (90) calendar days of the date of termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by Grantee since the end of the previous calendar year.

C. Late Payments. If any Franchise fee payment is not received within thirty (30) days from the end of the calendar quarter, Grantee shall pay interest on the amount due (at the prime rate as listed in The Wall Street Journal on the date the payment was due), compounded daily, calculated from the date that payment was originally due until the date the City receives the payment.

D. Other Unpaid Amounts. Other unpaid amounts due from Grantee to Grantor shall accumulate interest at the rate of one percent (1%) above the prime rate of interest as quoted in The Wall Street Journal as of the time the original payment was due.

E. Annual Franchise Fee Reports. Grantee shall, within sixty (60) days after the end of each year, furnish to the City a statement showing the total amount of Gross Revenues for the prior year and all payments and computations for the period.

F. Tax Liability and Other Fees. The Franchise Fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the City, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise Fees under this Franchise shall not exempt Grantee from the payment of any permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City. Any such permit fee, tax or charge on the business, occupation, property or income of Grantee shall be in addition to Franchise Fees and there shall not be any offset against Franchise Fees due to any such permit fee, tax or charge on the business, occupation, property or income of Grantee.

G. Financial Records. Grantee agrees to meet with a representative of the City upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise fee obligations and other procedures, the understanding of which the City deems necessary for reviewing reports and records.

H. Franchise Fees Subject to Audit.

1. Upon reasonable prior written notice, during normal business hours, the City shall have the right to inspect Grantee's financial records used to calculate the City's Franchise fees either through remote (that is, virtual) inspection or in person at the City's discretion; provided, however, that any such inspection shall take place within three (3) years from the date the City receives such payment, after which period any such payment shall be considered final. The City's right to an inspection under this Subsection is limited to no more than once annually, unless the City in its written notice provides cause requiring additional inspections to respond to an emergency, reasonable suspicion of breach of this Franchise, or a legal obligation imposed on the City by applicable law.

2. Upon the completion of any such audit by the City, the City shall provide to Grantee a final report setting forth the City's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the City with a written response agreeing to or refuting the results of the audit. Based on these reports and responses, the parties shall agree upon a finally settled amount. For purposes of this Section, the term "final" or "finally settled amount" shall mean the agreed-upon underpayment, if any, to the City by Grantee as a result of any such audit. If the parties cannot agree on a finally settled amount, the parties shall submit the dispute to a mutually agreed-upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of competent jurisdiction consistent with this Franchise.

3. Regardless of the audit findings, Grantee shall pay the total cost of the audit not more than three (3) times during the term of this Franchise. If the audit shows the Franchise Fee payments have been overpaid by five percent (5%) or more, the City shall refund the over-collected amounts to be credited by Grantee on the customers' bills.

4. Any finally settled amount due to the City as a result of such audit shall be paid to the City by the Grantee within thirty (30) days from the date the parties agree upon the finally settled amount. Once the parties agree upon a finally settled amount and such amount is paid by the Grantee, the City shall have no further rights to audit or challenge the payment for that period. In the event of an overpayment, the Grantee may withhold that amount from subsequent payments until the overpayment has been exhausted.

**SECTION 8 - Insurance and Indemnification**

A. Insurance.

1. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain:

a. Comprehensive General Liability Insurance in the minimum amount of Three Million Dollars (\$3,000,000) for bodily injury or death to any one person, and Three Million Dollars (\$3,000,000) for bodily injury or death of any two or more persons resulting from one occurrence, and Three Million Dollars (\$3,000,000) for property damage resulting from any one accident.

b. Workers' Compensation coverage in accordance with applicable law.

c. Commercial Automobile Liability insurance with minimum combined single limits of Three Million Dollars (\$3,000,000) each occurrence with respect to each of Grantee's owned, hired and non-owned vehicles assigned to or used in the operation of the Telecommunications System in the City. The policy shall contain a severability of interests provision.

d. Employers Liability Insurance in the amount of One Million Dollars (\$1,000,000).

2. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required for the duration of this Franchise and, in the case of Commercial General Liability, for at least one (1) year after expiration of this Franchise Agreement.

3. The insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without thirty (30) days' written notice first provided to the City. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this Subsection within the term of this Franchise, Grantee shall provide a replacement policy.

4. Deductibles. Any deductible of the policies shall not in any way limit Grantee's liability to the City.

5. Endorsements. All policies shall contain, or shall be endorsed so that:

a. The City, its officers, officials, City Council, boards, employees and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of acts performed by, or on behalf of, Grantee under this Franchise or any omissions thereof;

b. Grantee's insurance coverage shall be primary insurance with respect to the City, its officers, officials, City Council, boards, employees and agents. Any insurance or self-insurance maintained by the City, its officers, officials, City Council, boards, employees and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and

c. Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

6. Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A VII."

7. Verification of Coverage. The Grantee shall furnish the City with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket

additional insured status. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

B. Indemnification. Grantee shall indemnify, defend and hold harmless the City, its officers, officials, City Council, employees, and agents from and against any liability, action or claims of damage, loss, cost or expense, or bodily injury that arise out of Grantee's construction, excavation, operation, maintenance, reconstruction, upgrade, repair, relocation or removal of the Telecommunications System, or arising from any injury to person or property, including, without limitation, copyright infringement, defamation or any other act done under or pursuant to this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee including, but not limited to, court and appeal costs, reasonable attorneys' fees and expenses. The City shall give Grantee written notice of its obligation to indemnify, defend and hold harmless the City within twenty (20) business days of effective receipt of a claim or action pursuant to this Subsection. Failure of the City to timely give such notice to Grantee shall not relieve Grantee of its indemnifications obligations hereunder unless Grantee can demonstrate actual prejudice.

1. Settlement. Grantee may not agree to any settlement of claims affecting the City without the City's prior written approval.

2. Non-avoidance. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this Subsection.

3. Expenses. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Grantee. However, in the event that such separate representation is or becomes necessary, and the City desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then the City shall be required to obtain Grantee's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. The City's expenses shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or his/her assistants or any employees of the City or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee.

#### **SECTION 9 - Generally Applicable Bonds and Letter of Credit**

A. Generally Applicable Bonds. During construction of the Telecommunications System, Grantee may be required to obtain bonds, such as generally applicable construction bonds, in accordance with State law or the City's ordinary policies and procedures to cover remedial work and restoration of the Right-of-Way. The bonds shall cover the cost of labor, materials and all other items associated with such work by geographic area (to be mutually determined between the

City and Grantee) with the intention that the bond will apply on a rolling basis as opposed to covering the costs for the entire Telecommunications System.

B. Performance Bond.

1. Grantee shall provide a performance bond in the amount of five hundred thousand dollars (\$500,000) to ensure the faithful performance of its responsibilities under this Franchise and applicable law, including, by way of example and not limitation, its obligations to relocate and remove its Facilities. The performance bond shall be in standard industry form. Grantee shall pay all premiums or costs associated with maintaining the bond, and shall keep the same in full force and effect at all times. Except as expressly provided above, Grantee shall not be required to obtain or maintain other bonds as a condition of being awarded the Franchise or continuing its existence.

2. The bond shall not be cancelled or materially altered so as to be out of compliance with the requirements of this Section without forty-five (45) days written notice first being given to City. If the bond is cancelled or materially altered so as to be out of compliance with the requirements of this Section within the term of this Franchise, Grantee shall provide a replacement bond meeting the requirements of this Section.

3. After notice by the City to Grantee and the expiration of any applicable cure period, the performance bond may be drawn upon by the City for purposes that include, but are not limited to the following:

a. Failure of Grantee to pay the City sums due under the terms of this Franchise;

b. Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee; and

c. Damages assessed against Grantee as provided in this Franchise per Section 10.

4. The City shall give Grantee written notice of any withdrawal under this Subsection upon such withdrawal. Within ten (10) days following receipt of such notice, Grantee shall restore and replenish the performance bond to the amount required under this Franchise. Grantee's maintenance of the performance bond shall not be construed to excuse unfaithful performance by Grantee or limit the liability of Grantee to the amount of the performance bond or otherwise limit the City's recourse to any other remedy available at law or in equity.

5. Grantee agrees to maintain continuously a performance bond in the amount required for the duration of this Franchise.

6. If Grantee believes the performance bond has not been properly drawn upon in accordance with this Franchise, it shall have all rights and remedies accorded to the parties pursuant to Section 10, except that Grantee shall not be entitled to object to a withdrawal of funds if the reason for withdrawal is to compensate the City as the result of the procedures set forth in Section 10.

C. Letter of Credit.

1. If there is a claim by the City of an uncured breach by Grantee of a material provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise, then the City may require and Grantee shall establish and provide, within thirty (30) days from receiving notice from the City, to the City as security for the faithful performance by Grantee of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the City in the amount of twenty-five thousand dollars (\$25,000).

2. In the event that Grantee establishes a letter of credit pursuant to the procedures of this Subsection, then the letter of credit shall be maintained at twenty-five thousand dollars (\$25,000) until the allegations of the uncured breach have been resolved.

3. After completion of the procedures set forth in Section 10 or other applicable provisions of this Franchise, the letter of credit may be drawn upon by the City for purposes including, but not limited to, the following:

a. Failure of Grantee to pay the City sums due under the terms of this Franchise;

b. Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee; and

c. Monetary remedies or damages assessed against Grantee due to default or breach of Franchise requirements.

4. The City shall give Grantee written notice of any withdrawal under this Subsection upon such withdrawal. Within seven (7) days following receipt of such notice, Grantee shall restore the letter of credit to the amount required under this Franchise.

5. If Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise, it shall have all rights and remedies accorded to the parties pursuant to Section 10, except that Grantee shall not be entitled to object to a withdrawal of funds if the reason for withdrawal is to compensate the City as the result of the procedures set forth in Section 10.

**SECTION 10 - Enforcement and Termination of Franchise**

A. Notice of Violation or Default. Each of the parties shall perform in a timely manner its responsibilities identified in this Franchise. In the event either party believes that the other has not complied with a material term of the Franchise, it shall provide notice in writing providing in reasonable detail the nature of the alleged noncompliance or default.

B. Right to Cure or Respond. The notified party shall have thirty (30) days from the receipt of the written notice of default to provide a written response (i) disputing the claim of breach, (ii) giving notice of the 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 hereunder except after the party receiving notice of a claim of material breach has been given opportunity to cure in accordance with this Section, unless the notified party waives its rights pursuant to this Section or repudiates an obligation to cure or an obligation imposed by this Section.

C. Mediation. In the event that (i) the responding party contests the notice of default and the parties fail to reach a compromise of their dispute, (ii) the alleged default is not remedied within thirty (30) days of notice of default or the date projected by the responsive notice, or (iii) for cause that either party reasonably disputes the other's good-faith performance pursuant to the provisions of this Section, the parties agree to submit the dispute to nonbinding mediation. The mediator shall be jointly selected by the parties, and the person or firm conducting the mediation shall be a neutral person or firm having no past or current employment, fiduciary, contractual or attorney-client relationship with either party except as a mediator or arbitrator in past disputes. Mediation shall be held at a time and location most convenient to the parties and may be held remotely by videoconference if the parties agree.

D. Judicial Enforcement. If a party fails to respond to a notice of default or otherwise comply with this Section, or if the mediation provided for in Subsection C is unsuccessful in resolving the dispute within thirty (30) days of submission to mediation or within such additional time as agreed, the parties acknowledge and agree that either may commence and maintain legal action to decide the dispute exclusively in the Third Judicial District Court of Doña Ana County, New Mexico. Subject to applicable law, in the event of litigation regarding any provision of the Franchise, the prevailing party may elect to seek any of the following remedies in the alternative and cumulatively, as appropriate:

1. specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief;
2. in the case of a default of a material provision of the Franchise, a declaration that the Franchise Agreement is revoked;
3. an award of damages proximately resulting from the default;
4. any other damages, fines or penalties allowed by applicable law; and
5. an award of reasonable attorneys' fees, court costs, and expenses.

E. Waiver. No waiver by any party of a breach of this Franchise or of any warranty or representation hereunder shall be effective except in a signed writing, 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 Franchise or of any representation or warranty 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 Franchise or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

F. Technical Violation. The parties agree that it is neither's intention to subject the other to fines, forfeiture or revocation of the Franchise for so-called "technical" breaches or violations of the Franchise.

#### **SECTION 11 - Miscellaneous Provisions**

A. Force Majeure. Each party shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged default occurred or was caused by a pandemic, epidemic, strike, riot, war, earthquake or other catastrophic act of nature, labor disputes or failure of electric service necessary to operate the Telecommunications System or other event that is reasonably beyond the party's ability to anticipate or control.

B. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, or by reputable overnight courier service and addressed as follows:

To the City:

City Manager  
City of Las Cruces, New Mexico  
PO Box 20000  
Las Cruces, New Mexico 88004  
(Copy to Economic Development/Real Estate Services)  
(Copy to Public Works)  
(Copy to City Attorney)

To the Grantee:

Ripple Fiber New Mexico LLC  
6000 Fairview Rd., Suite 300  
Charlotte, NC 28210  
Attn: General Counsel

C. Entire Agreement. This Franchise, together with Exhibit A and any other exhibit(s) hereto, constitute and express the entire agreement between the Parties hereto with respect to the subject matter contained herein and supersede any previous oral or written communications, representations, understandings or agreements with respect thereto.

D. Assignment. The Grantee shall not transfer the Telecommunications System or this Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer by mortgage, hypothecation, or by assignment of any right, title, or interest of the Grantee in the Franchise or in the Telecommunications System in order to secure indebtedness, or (ii) a transfer to an affiliate of Grantee, provided that no transfer to an affiliate shall include the right of further transfer without the written consent of the City.

E. Severability. If any Section, Subsection, sentence, clause or phrase of this Franchise Agreement is for any reason declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such declaration shall not affect the validity of the remaining portions hereof, all of which shall remain in full force and effect.

F. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and Grantee.

G. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any member of the public or person to enforce the terms of this Franchise Agreement.

H. Waiver of Rights. Except as provided in Section 7, nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, the City or Grantee may have under Federal or State law. Without limitation, the City specifically reserves all of its governmental immunities under Federal, State and local law.

I. Governing Laws. This Franchise shall be governed, construed and enforced in accordance with the laws of the State of New Mexico (without regard to rules or principles of conflicts of law), any applicable rules, regulations, standards and orders of the FCC, and any other applicable local, State and federal laws, rules, regulations, legislation or orders (as such now exist, are later amended or subsequently adopted).

J. Competitive Equity. Except for telecommunications agreements or franchises which are currently in effect in the City, and except for items which are included in Gross Revenues and Franchise Fee calculations as set forth in this Franchise, in the event that the City in the future offers a similarly situated service provider more favorable terms with respect to any lower franchise fee percentage, build, milestones, density requirements or other material term (including renewal terms), Grantee may propose an amendment to this Franchise to incorporate those more favorable terms. The City shall review such proposed amendment in good faith, and within thirty (30) days thereafter promptly execute the amendment incorporating the more favorable terms if the City determines such terms need to be made reasonably comparable. This shall not require a word for word identical new telecommunications agreement or franchise, nor shall it require the City to grant a similarly situated service provider a telecommunications agreement or franchise with the same Gross Revenues description as set forth in this Franchise.

K. Effective Date. This Franchise shall be effective on the date (the “Effective Date”) on which the authorized representatives of the parties have executed the Franchise, which may be executed in identical counterparts that together shall constitute a whole that is binding on the parties.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the Effective Date.

**CITY OF LAS CRUCES, NEW MEXICO**

**APPROVED AS TO FORM**

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

By: Brad Douglas

Name: Ikani Taumoepeau

Name: Brad Douglas

Title: City Manager

Title: City Attorney

Date: \_\_\_\_\_

Date: 10/8/25

**RIPPLE FIBER NEW MEXICO LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**Shadow Conduit Map**

# Shadow Conduit

