CITY COUNCIL
AGENDA

Monday, June 2, 2025 at 1:00 PM

Council Chambers

Mayor
Eric Enriquez

Mayor Pro Tem
Johana Bencomo

Councilors
Cassie McClure
William Mattiace
Becki Graham
Becky Corran
Yvonne Flores

CITY OF LAS CRUCES

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CONSENT AGENDA

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

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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. READ CLOSED MEETING STATEMENT

4.1. Read June 2, 2025 Closed Meeting Statement into the record.

5. ACCEPTANCE OF AGENDA

6. CITY COUNCIL MINUTES

6.1. Regular City Council Meeting of May 5, 2025. 4 - 21

City Council - May 05 2025 - Minutes - Pdf

6.2. Work Session of May 12, 2025. 22 - 25

Work Session - May 12 2025 - Minutes - Pdf

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

7.1. RESOLUTION NO. 25-143: A RESOLUTION TO AWARD CONTRACTS FOR THE PURCHASE OF FLEET PARTS AND SUPPLIES FOR FLEET VEHICLES AND EQUIPMENT TO CASA FORD, CRAIG ENTAGGERT SUPPLIES, INC., CT RUSH INC. DBA MIGHTY OF EL PASO, TROUBILLON ENTERPRISES, LLC, DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC, NEOPART TRANSIT, LLC, O'REILLY AUTOMOTIVE STORES, INC. DBA O'REILLY AUTO PARTS, SISBARRO BUICK GMC, QUALITY BUICK GMC BY DI LORENZO, SAFETY-KLEEN SYSTEMS, INC., AND SIDDONS MARTIN EMERGENCY GROUP, LLC IN AN AMOUNT NOT TO EXCEED $190,000 PER VENDOR ANNUALLY, FOR A TERM OF FIVE (5) YEARS THROUGH APRIL 30, 2030, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 24-25-055). 26 - 336

Resolution No. 25-143 - Pdf

7.2. RESOLUTION NO. 25-144: A RESOLUTION AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY. 337 - 348

Resolution No. 25-144 - Pdf

7.3. RESOLUTION NO. 25-145: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A REAUTHORIZED GRANT AWARD FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT). 349 - 356

Resolution No. 25-145 - Pdf

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

8.1. **PUBLIC HEARING REQUIRED**. RESOLUTION NO. 25-146: A RESOLUTION APPROVING THE REQUEST FOR A GOVERNMENTAL LIQUOR LICENSE WITH ON PREMISES CONSUMPTION TO NEW MEXICO STATE UNIVERSITY, D/B/A DONA ANA COMMUNITY COLLEGE LOCATED AT 2800 N. SONOMA RANCH BOULEVARD, LAS CRUCES, NM. 88011. 357 - 375

Resolution No. 25-146 - Pdf

8.2. **PUBLIC HEARING REQUIRED**. RESOLUTION NO. 25-147: A RESOLUTION APPROVING THE REQUEST FOR A TRANSFER OF OWNERSHIP AND CHANGE OF LOCATION OF DISPENSER LIQUOR LICENSE NO. DIS-000137 WITH PACKAGE SALES ONLY TO BW GAS & CONVENIENCE RETAIL, LLC., D/B/A ALLSUP'S #102489 LOCATED AT 4202 ENGLER ROAD, LAS CRUCES, NM. 88012. 376 - 400

Resolution No. 25-147 - Pdf

8.3. RESOLUTION NO. 25-148: A RESOLUTION AUTHORIZING THE CITY 401 - 463

OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2025 BUDGET.

Resolution No. 25-148 - Pdf

8.4. RESOLUTION NO. 25-149: A RESOLUTION APPROVING UPDATES TO THE PARK DEVELOPMENT FEES, LAND USE ASSUMPTIONS, AND PARK CAPITAL IMPROVEMENTS PLAN AND REPEALING RESOLUTION 20-002. 464 - 587

Resolution No. 25-149 - Pdf

9. BOARD APPOINTMENTS

10. NOTICE OF PROPOSED ORDINANCE(S)

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

10.1. COUNCIL BILL NO. 25-021; ORDINANCE NO. 3092: AN ORDINANCE APPROVING VARIOUS ZONE CHANGES TO CORRESPOND TO THE SONOMA RANCH NORTH MASTER PLAN AMENDMENT #4. THE MASTER PLANNED AREA AFFECTED BY THE PROPOSED ZONE CHANGE ENCOMPASSES APPROXIMATELY 5.75 ACRES AND IS LOCATED ON THE EAST SIDE OF SONOMA RANCH BOULEVARD AND SOUTH OF ITS INTERSECTION WITH NORTHRISE DRIVE. SUBMITTED BY SOUDER MILLER AND ASSOCIATES, ON BEHALF OF SIERRA NORTE DEVELOPMENT INC., PROPERTY OWNER (CASE 24ZO0500089). 588 - 616

Ordinance No. 3092 - Pdf

11. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

12. CITY MANAGER REPORT

13. ADJOURNMENT

MINUTES
City Council
Monday, May 5, 2025 @ 1:00 PM
City Council Chambers, City Hall

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

ABSENT: Councilor Johana Bencomo

1. OPENING CEREMONIES

1.1 PLEDGE OF ALLEGIANCE - COUNCILOR CORRAN.

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

Councilor Corran presented George Pearson, Ashleigh Curry, and the Lynn Community Middle School Bike Club with a proclamation for National Bike Month.

Councilor Corran presented Dr. AJ Stephens, Erin Young, Pamela Field, Jackie Kaiser, Cheryl Lombardi, Caitlin Podsiadio, and Jessica Womack with a proclamation for Nurses Week.

Councilor Corran presented Susana Santillan, Maureen Grant, Brenda Lopez, Saron McKee, and Kass Borunda with a proclamation for Interpreter Appreciation Month.

Councilor Corran presented a proclamation for Economic Development Week.

Councilor Corran presented the Greater, Hispanic and Green Chambers with a proclamation for National Small Business Week.

Councilor Corran presented Officer David Udero with a proclamation for National Police Week.

Councilor Corran presented Viola Perea, Rachel Thielen, Vanessa Williams, William Blanchard, Alma Ruiz, Ernest Budden, John Frye, and Rick Rivas with a proclamation

for Internal Audit Awareness Month.

Councilor Corran presented Ron Borunda with a proclamation for Drinking Water Week.

Councilor Corran presented Christine Rivera and Teresa Stavenhagen with a proclamation for Professional Municipal Clerk Week.

1.3 JOBS OF THE WEEK.

Sarah Raney, Americas Job Centers of New Mexico 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

Councilor Corran said I do, and I will recuse myself when it comes time to vote on that, a potential conflict of interest because I serve on the board of one of the organizations that we are considering.

Mayor Enriquez said this is for item 7.2, as a part of our agreement with HUD, an additional conflict of interest disclosure is requested regarding the following agencies who are being considered for funding as part of the 2025 action plan on the non-consent agenda, Mesilla Valley Casa, Casa de Peregrinos, La Casa, Mesilla Valley Community of Hope, Mesilla Valley Habitat for Humanity, and Tierra Del Sol Housing Corporation.

3. PUBLIC PARTICIPATION

3.1

Rod Gajewski, Member of the Public said I am the Adjutant of the Purple Heart Las Cruces and live at 4420 Winchester Road here in Las Cruces. I have given each one of you a flyer and contact information for Lorraine Padilla from Hospice to participate in the, if you would we have never had anybody but the Mayor when had been the Chief participate before but we always look for someone from the city administration to participate in the Candlelight Ceremony. Every year and I am going to quote from the American Legion magazine, the most recent issue, “Every year on the last Monday of May Americans honor the brave men and women who gave their lives in service to our nation. Memorial Day is a solemn testimony to valor marked by ceremonies, parades, and moments of reflections as it is time to ensure that the sacrifices of the fallen are remembered”. And that is all this ceremony is for. We don’t introduce dignitaries. It is about the 204 Southern New Mexicans who gave their lives for the service in combat, for their service to their country. Our Purple Heart group, Mesilla Valley Hospice has taken over the program with the support of the city, the Mayor, it is part of the Mayor’s budget and Purple Heart but the Hospice program here

is called the Vet to Vet Program and it is about serving Veterans who are passing, men and women who are passing and we honor them. We take care of them, we look out for them and it is a special program that the hospice does but this year they have taken over it as one of their events to maintain their certification. We have given them kind of the lead of the program but Purple Heart monetarily and physically supports this action. Lorraine Padilla, her name is on the flyer that you have, you would contact her if you were able to be a sponsor of a candle. It is placing the candle on the wall. That is all it is. There is no cost involved. It is simply to honor that Veteran which their names will be read that evening.

Mayor Enriquez said Rod, I just want to thank you. You have been doing this for a number of years, this Candlelight Ceremony and thank you for your service.

Liz Rodriguez-Johnson, Member of the Public said I continue to have concerns about the city's record keeper regarding city water pipes and private water pipes. With respect to the Lead and Copper Rule, EPA says, "The service line is determined through evidence-based record, method, or technique". Where is the city's evidence-based information? At a briefing November 16, 2024, city personnel stated that 15,627 properties were determined to be lead free. It was stated that this inventory was determined "based on available records". This indicates two things, first the 15,627 properties were not physically checked. Second, the conclusion that they are lead free is based upon available records. The quality of public records depends upon among other things upon the accuracy and the thoroughness of all the personnel who have had access to those records throughout the years and this can vary widely to say the least. The new rule says that a galvanized service line is one that is or was at any time downstream of a lead service line or is currently downstream of an unknown service line. It also says that if water system is unable to demonstrate that galvanized service line was never downstream of a lead service line it must presume there was an upstream lead service line. This galvanized service line then requires replacement. I would like to know how the city demonstrates that such a line was never downstream of a lead service line. It seems to me that the city would need excellent records regarding all the water piping in the city to be able to demonstrate that. Lynn Moorer has provided data that indicates that many obviously incorrect records are in bedded in the Las Cruces Utilities inventory map. Unfortunately, that makes the city records highly suspect overall. In fact, the more the city records are reviewed the more clear it becomes most are unreliable. Here are some examples, the record declares piping to be non-lead based on installation after the lead ban which occurred in 1986 even though the recorded installation date was before 1986. Another record characterizes a line as non-lead even though a portion of it is unknown. Yet another record declares a line is non-lead without providing any basis for the declaration. Plus, approximately half of the city is omitted from the map, hundreds of businesses, homes, schools, and churches appear on the map without any piping hookups or any kind or any kind of piping record. Please bring in at least one engineer with senior management experience to comprehensively address these critical deficiencies.

Robert Lee Butler, Member of the Public said Albuquerque/Las Cruces, I will talk slow. It is Mother's Day coming up so let's wish our moms a very people pleasant and happy Mother's Day. Okay, here I go. Go Aggies. With that said I am going to the body of this presentation to say poor, poor, poor Texas A&M, poor El Paso, Texas.

Israel Chavez, Member of the Public said lifelong resident of the community here. This month, in addition to all of the wonderful things that you all celebrated is also Historic Preservation Month. I have repeatedly met with city officials about historic preservation's community. My family, my great-great grandfather, grew up on Augustine and Campo right behind this building almost. What occurs to me is that we are one of the only cities in Las Cruces that doesn't treat its Historic District like an asset but rather more like a burden and I just want to encourage the city to look at one of the more historic communities in the valley. Mesquite Street and all of the accompanying areas not only have incredible history around segregation. One of the first black schools in Las Cruces was the Phillip's Chapel. My office was built in the late 1800's. It is older than Mesilla. Historic Old Mesilla calls it old, old Mesilla, right? But in reality, Las Cruces has an older townsite and we don't see the same promotion. We don't see the same advocacy. To that end I am partnering with the National Endowment for Humanities to lead a walking tour through the neighborhood, and I would encourage anybody to come join us. They are going to be providing lunch from 2 to 4 on May 10th. It's a Saturday. We are starting at Klein Park and we are going to be walking around the neighborhood. There is an incredible history in what is the old part of Las Cruces. I don't see the city using its resources to promote, to support, many of these buildings are allowed to remain abandoned including buildings that the city owns. The city owns buildings that sit there and you can't let adobe sit and rot, you have to invest in it. You have to ensure that people are restoring those buildings because I know that this building isn't built of adobe. I know that the city is not building adobe buildings. Every time you tear down an adobe building that is it. We are not getting new ones. It is an endangered species and the city has to treat its adobe assets like every other city. When I was Assistant County Attorney in Santa Fe, it was a pain, Historic Districts, historic preservation is difficult but preserving the community's history, understanding where we came from and the mistakes we made are important and so is the architecture in that district. My office used to have trees in front of it and the city tore them out because all across the country during 1960's, early 50s,60s, and 70s cities were tearing trees out of majority Hispanic and Black communities because they didn't want those communities to be desirable. We have to learn that lesson and I would also would like to see the city replant a lot of those trees and I think there is investment happening in trees but the city has to promote its Historic Districts. So, I hope you will do that and join me.

John Jacobs, Member of the Public said I am probably the youngest person in this room so I think it is pretty fair to say that this might not be as prepared as the rest of us. Basically, I just wanted to say congratulations to the City of Roswell. The City of Roswell on Friday accurated the first City Strategic Bit Coin Reserve. I believe that this is a great step forward and I believe that our city could be the next city to follow suit. Just today alone United States printed 72 containers worth of Fiat Money. This is a thing that happens each and every day. If I was a monkey and I got paid in bananas and bananas were everywhere those bananas would be worthless. Fiat is becoming worthless. Ladies and gentleman, I don't expect this to be a drastic change. I don't expect this to be something that happens tomorrow or even years from now, but I would like to say I would give my time and my service to the city and to the people here to maybe help the next generation as we see digital transformation of technology. The digital transformation of wealth. The digital transformation of

computers. What was the first computer that you had? It was a typewriter, right? And now we have this fantastic technology, and we have all sorts of other things. We have things that have progressed our society immensely. Now look, I don't think that this would be a big deal. I don't think that this would change a whole lot, but I would be gladly willing to donate my time, my services as well as a small starter capital to our fund.

Diane Starbuck, Member of the Public said I am with Las Cruces Nones. Our group advocates for separation of church and state. The Nunns come from when you are asked to fill out a religious affiliation on papers and nothing quite fits, you check off the box that says Nones. We will stand beside anyone to protect their freedom to worship or not worship as they see fit without government interference. I would like to thank the councilors who attended the Las Cruces Nones Day of Reason last Thursday. Even though the city did not sanction the event, I would like to thank the city for allowing us to hold the event at the flagpole. We received a lot of positive feedback.

Lucas Herndon, Member of the Public said I am a resident of District 2 and I came today prepared to talk about my ongoing concerns with our local police but then the memorial or citation was read and apparently we are going back to the 18th century when we are propagandizing cops. So, if we are going to talk about history of cops going back the 18th century and if we are talking about dead police officers, I thought I would be fitting to read this from the National Law Enforcement Officers Memorial Fund. So, this from there website. From an article called Slave Patrols: An early form of American policing. There is a significant origin of American policing that we cannot forget and that is slave patrols. The American South relied exclusively on slaved labor and white southerners lived in constant fear of slave rebellions disrupting the economic status quo. As a result these patrols were one of earliest and most prolific forms of early policing in the south. The responsibilities of patrols was straight forward. To control the movement and behaviors of enslaved populations according to historian Gary Potter, slave patrols served three main functions, one to chase down and apprehend and return to their owners runaway slaves. Two was to provide a form of organized terror to deter slave revolts, three to maintain a form of discipline for slave workers who were subjected to summary justice outside the law. Organized policing was one of the many types of social controls imposed on enslaved on African Americans in the south. Physical and psychological violence took many forms including an overseers brutal whip. The intentional breakup of families, deprivation of food, and other necessities and private employment of slave catchers who track down runaways. Slave patrols were no less violent in the control of African Americans. They beat and terrorized as well. Their distinction was that they were legally compelled to do so by the local authorities. In this sense it was considered a civic duty. One that in some areas could result in a fine if avoided. In other patrollers received financial compensation for their work. Typically, slave patrol routines included enforcing curfews, checking travelers for permission passes, catching those assembling without permission and preventing any form of organized resistance. There is more to the article. Normally I try to keep it focused on what we can handle at hand but to stand up here and try to appeal to us over one dead cop over the city when the cops murdered 1,200 Americans last year and New Mexico is the most violent state to be a citizen to be murdered by cops is disgusting, it's disgusting that the city would do that. I am ashamed.

Michael Radtke, Member of the Public said I am the Chair of the Airport Advisory Board at the Las Cruces Airport. I am a licensed airline pilot, Gold Seal flight instructor, and a resident. I flew 500 miles out of my way today to be here to talk to you for three minutes about an issue going on out at the airport. As the Chair of the Airport Advisory Board, I am tasked with advising this Airport Manager on policy that impact safety and operations and ultimately pertains to adherence of Federal Aviation Regulations on the ground and in the air. The ordinance does not give me the authority to act in any formal capacity, so I am here today as a concerned citizen, but I wanted to bring up the fact that aviation is not an inalienable right. It is a privilege and there is checks and balances that keep aviation safe. As a pilot I am held to these checks and balances and aircraft owners and operators are also held to these checks and balances as well. The city is a Part 139 Certificate holder that allows us to be an international airport and is beholden to the airport, the ACM which is the Airport Certification Manual. In a delinean it is the authority of the Airport Manager and his authority over the field. For instance, I have not completed my gate access training and so my gate access has been revoked to the field until I can complete that training. The issue that I wanted to bring up is I have been in concourse correspondence with the FAA and they have been made aware of the internal issue with city management and city staff and they are opening a formal letter of investigation in our airport which could jeopardize our Part 139 Certificate and this is bad news because the airport has great trajectory right now. If they find us out of compliance this will mean a huge loss of revenue and huge safety concern for pilots and the general public. I don't want to get into the specifics of the policies however I am available to do so but I just wanted to make the point that the Municipal Code and the Airport Certification Manual spells out clearly the authority of the Airport Manager and his duties to the city. I have issues with Andy but that is why I work with him closely to make sure those issues are addressed, and the city needs to let him do his job and follow the corresponding rules and regulations.

Deb Dennis, Member of the Public said I am the Vice President of the Amador Hotel Foundation. I am here today to request that Resolution No. 25-121 be removed from the consent agenda. As I read this you are about to rescind a 2009 resolution which identified the historic old post office as the location for the Museum of Art. I understand that much has changed in 16 years and the city has identified another facility which you deem more appropriate. However, that leaves the question of what is going to happen to this historic building? We had expected that it would be renovated and restored and re-adapted to be the Museum of Art. If you do not do that I think the public deserves an opportunity to hear from you as to what will happen to this building, which is about the only building that made it through urban renewal among other reasons for its historic significance. I hope that there can be some sort of discussion that allows us to learn what adaptive reuse plan, restoration plan, whatever it is that you may have planned for the old post office as we move forward. I am also asking this because what I know personally is that for the past ten years the north end of the old post office, the municipal building has served as storage for more than half of the Amador Hotel's original holdings. Everything from silver and china dining sets to furniture. We never expected it to be in storage for ten years, but the restoration of the Amador Hotel goes on with no real end in sight. So, we are also concerned with what happens to the old post office in and of it for itself but also as a storage facility for the

Amador holdings.

Greg Smith, Member of the Public said I am a resident of District 2 and I want to follow up on what Mr. Chavez was talking about with Historic Preservation Month and with what Dr. Dennis mentioned with that same effort being made in Las Cruces. One, the Amador Hotel is actually starting to look pretty good. Some effort has been made to clean up the east side of that building and of course a lot of really important work has been done on the west side, so I commend the city for that work. I would also like to say that Mr. Mayor if you want to indicate at any time that the resolution that is noted as 6.3 is going to be pulled from the consent agenda, I will save the rest of my remarks for that time. Otherwise let me point out to you that the Municipal Court Building that currently serves there is a building that is over 100 years old. It was designed to be a court building over 100 years ago. It does not meet current standards. There are plans on the second floor for a new Municipal Court across the street. Unfortunately, those plans have been left in a bin as many other plans have been on the second floor so I would ask you to consider how you might move forward with moving the Municipal Court into a building that is up to current standards. The second thing is that where you are talking about expanding the current Museum of Art is an area where you are also sharing an area with a museum with the Museum of Natural Science, and you are also or a least the city has talked at points as to having a children's museum. So, you are still talking about a large concentration in a fairly small area of museums for the city and I would suggest that it would make sense to get the Municipal Court moved and then take this building that is sitting there in a very prominent site and putting the emphasis on the Museum of Art. I also want to point out that we do have a lot of art in Las Cruces. It is a large part of our economy and putting that kind of emphasis on the arts is something that I think should be considered. I will wrap up for this point hoping that you will move it. To point out that some of us have observed prisoners being marched from where the parking lot is to the entrance to the courtrooms. It is hardly the look that I think Las Cruces wants for its plaza is to see prisoners being marched, I realize this has to happen but I think that in such a prominent location that maybe we can handle our court system and our museum system in a different way.

Eddie Thomas, Member of the Public said let me start by listing the prominent things good, bad, or indifferent about Las Cruces that we are known for. Cannabis on every corner, homeless, plywood windows, crumbling buildings everywhere, especially downtown, high crime, high taxes, soon to be the southwest capital for abortion and now the scene of the latest mass shooting. Oh, I almost forgot the movie industry. Maybe they would consider making a movie about Las Cruces, but we will talk about that later on. Moving on, so your delegation to Santa Fe returned empty handed. Probably as you expected they would so that you could continue to point the finger at Santa Fe. Since the legislature failed to pass anything related to stopping crime in any substantial way, we are doomed to repeat the do-nothing scenario of last year. The Governor will declare a special legislative session which will close in record time perhaps beating last year's record for the shortest duration of five hours without getting anything done. Then the Governor will get on her broom and fly around New Mexico holding marathon townhall meetings that accomplish nothing except political finger pointing and drama that do nothing to deter crime. Meanwhile council members here will write another scathing manifesto criticizing the Governor for her efforts to

enact some kind of meaningful crime reform. All this while the competency requirement that turns our judicial system into a revolving door for violent career criminals remains virtually unchanged. For this I hold the city council and Mayor responsible for creating and enabling this lawless environment we find ourselves in where juvenile gangs rule the parks and shoot each other with real guns and real bullets. As a result, three real teenagers are dead and 15 are injured. What platitudes do you offer? Your condolences to the affected families mean nothing if you don't do something to enact positive change. You have got to put some teeth into the law whether you proffered the progressive policies yourself or you inherited them when you took office. You own them. You as government officials took responsibility for the laws on the books and allowed these tragedy to occur unabated. The idea is to deter crime, not to encourage it. Is it going to require another human life to be sacrificed on the altar of progressive passivity? It is baked into the culture here and you guys are the ones in the kitchen. It has been that way for a long time ever since I can remember. Disrespect for the law and law enforcement is considered normal and is a rite of passage into adulthood in Las Cruces. It is passed on from generation to generation. You are just not a macho man if you're a law-abiding wimp. You have to drink beer, smoke pot, own a gun, belong to a gang and drive fast.

4. ACCEPTANCE OF AGENDA

Councilor Becky Corran moved, seconded by Councilor Yvonne Flores, to approve the agenda as presented with the removal of item 6.3 for discussion.

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

5. CITY COUNCIL MINUTES

5.1 REGULAR CITY COUNCIL MEETING OF APRIL 7, 2025.

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

6.1 RESOLUTION NO. 25-126: A RESOLUTION AUTHORIZING AN ANNUAL NOT-TO-EXCEED AMOUNT OF $500,000 FOR THE PURCHASE OF OFFICE SUPPLIES WITH STAPLES CONTRACT & COMMERCIAL, LLC OF FRAMINGHAM, MASSACHUSETTS, VIA SOURCEWELL CONTRACT NO. 070924-SCC FOR A TERM THROUGH FEBRUARY 2, 2029, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 24-25-075).

6.2 RESOLUTION NO. 25-127: A RESOLUTION AUTHORIZING THE LAS CRUCES FIRE DEPARTMENT TO DONATE 15 SELF-CONTAINED BREATHING APPARATUSES FOR USE BY THE CLOUDCROFT FIRE DEPARTMENT IN CLOUDCROFT, NEW MEXICO.

6.3 RESOLUTION NO. 25-128: A RESOLUTION TO RESCIND RESOLUTION

NO. 09-270 (05-18-2009), "RE-DESIGNATING THE OLD POST OFFICE (CURRENT JUDICIAL COMPLEX/MUNICIPAL COURT AT 135 E. GRIGGS ST.) AS THE FUTURE HOME OF THE LAS CRUCES MUSEUM OF ART."

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

Garland Courts, Museum Deputy Director continued the overhead presentation.

Carol Brey continued the overhead presentation.

Councilor Corran said this is something that we talked about when we had a quality of life policy review committee this came to those discussions when the museums were working on their master plan and this was something that they sort of identified as just sort of hanging around causing a little bit of conflict it is neither an ask to disinvest in some historical building nor hobble the process of sort of growing our museums. It is just that this strategic move was identified in the past and evidence doesn't support thatit should be what we do in the future both the combination of the expense of sort of repurposing something. I think we should really commit to making sure that we invest in our historic buildings which there are even subsequent things on our agenda today that including our CIP amendments that show that we are making those strategic investments and thinking about how to improve our historic buildings but also thinking about all the work and community input went into strategic planning for the museum. So I just want to sort of speak to the fact that this has been in conversation and this specific act of asking to rescind something like this as the council did is really us showing that we are following the evidence in terms of what the best use of our land is and it takes time and causes us to reflect a little bit but I really appreciate the work that staff, Public Works, and the museum folks and all of the folks that contributed to the master planning. That doesn't mean that I don't think that we should keep on in improving the old post office as it exists. I think it needs a lot of love, and we know that and I think we will continue to commit to investing in that and Municipal Court as an ongoing conversation. I think it is relevant but in this case it was just a thing that was lingering. It has been lingering for years and I think it is really important for us to be able to have this conversation here today about what plans are coming together and how we analyze the cost and benefits of each and I appreciate all of you doing that and please know when Zilla is coming over I will start digging my moat.

Councilor Flores said thank you so much for your presentation. It makes a lot of sense. It just does, thank you very much for your assessment and your presentation. I appreciate it and I think that you did it in such a way that I understand and so it means that everyone else in the world understood it.

Mayor Enriquez said I just want to say again, thanks for the master plan and everything that went into that. There is no secret I am a big fan of the old post office. It is a historic building and we do want to make sure that we keep it but we have the dilemma of the Municipal Court and where do we house them and where do we go from there so it is going to take some time but you put all the effort into the master plan and we can see where that is going and I see where we need to hang onto our buildings that are historic in our community,

Greg Smith, Member of the Public said yes, I am very aware of the hard work that the staff does on a lot of these things. Sometimes I also think that we have to present an alternative viewpoint to bring in some other factors and one of the things is with this 100-year-old court building you have a Municipal Court struggling to operate in a secure fashion in a building that doesn't work that way. So, I would say that one of your first priorities needs to be to get the Municipal Court moved. Basically, Municipal Court needs three hallways. A way for the judges and the jury to move around, a way for the public to move around and a way for the prisoners to move around. This building does not have that and hasn't had it for a long time. So, it is something that really needs to be addressed. The other is with a historic building, historic preservation, you need to have a purpose for the building so basically whether it is a Museum of Art or other thing, once you get to the point of bringing this because everybody is saying they want to save the building but as you have encountered with the Amador Hotel and other historic buildings if you don't have a purpose for the building then it kind of sits there and it makes it kind of hard to justify spending millions of dollars to do something with the building. So, I would say please look seriously at the extra $10 million or whatever is actually going to cost but look at what it is going to do for our community because we talk about crime, we talk about a lot of other things and a lot of that comes back to how do we view our community? How does our community seem to care about the things that we care about? What does our community say with the actions that it has done as far as what kind of respect it has for its older citizens and its older history and so the Municipal Court Building I think still has an opportunity to do that either as the Museum of Art or in some other fashion but if you just throw out the Museum of Art as an option and forget about it then you leave that building waiting for some other purpose.

Mayor Enriquez said just to recap we are looking at historic preservation as a city. On May 19th there will be a proclamation for Historic Preservation Month and then also just recently a Historic Preservation Specialist has been hired and will be starting pretty soon so we will start addressing.

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to Approve Resolution No. 25-128.

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

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

7.1 RESOLUTION NO. 25-129: A RESOLUTION AMENDING RESOLUTION NO. 23-087 FOR THE SMALL BUSINESS STOREFRONT REPAIR PROGRAM.

Celina Morales, Deputy Director Economic Development gave the overhead presentation.

Councilor Graham said I just want to kind of get it out there that this program and the

recently launched biohazard cleanup program I have gotten what I consider baffling pushback on these programs both through personal emails, a lot on social media and I do want to point out that these are not the solutions, the only solutions that the city is offering to deal with these ongoing issues. We are doing a myriad of things to address root causes, to address better services and resources so when people say that this is council slapping a band-aid on a huge laceration this is not all that we are doing and despite this pushback I continue to be in favor of programs like this because I think that it is dealing with a reality that our residents and our business owners are facing but it is not all that we are doing.

Donna Stryker, Member of the Public said I just want to say thank you. We have had over $20,000 worth of damage to our property, and it may not seem like a lot but $5,000 is a lot more than $2,500. Thank you.

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to Approve Resolution No. 25-129.

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

7.2 RESOLUTION NO. 25-130: A RESOLUTION APPROVING THE 2025 ACTION PLAN AS PART OF THE 2021-2025 CONSOLIDATED PLAN FOR THE CITY OF LAS CRUCES. THE RESOLUTION AUTHORIZES CITY STAFF TO SUBMIT THE 2025 ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND INCORPORATE NECESSARY AGREEMENTS WITH OUTSIDE PARTNERING AGENCIES.

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

Councilor Graham said I am just making sure that the Home Rehabilitation Program is what I am thinking it is. So, can you give a quick bullet point on that?

Natalie Green said our Home Rehabilitation Program has helped low-income home owners renovate their homes to make meet either habitability standards, if they have building code violations, or sometimes if they need ADA improvements and we also offer some weatherization grants and historic preservation grants through that program.

Councilor Graham said great I was thinking the right thing. I just want to give a shoutout to that program. A lot of households in District 3, my council district have benefited from that and I think it is such a vital part of what the city and especially your group does to keep people housed and prevent them from suffering from housing insecurity and we are also talking about at least in District 3 folks that have been living in their home often for decades and simply can't, you know their whatever source of limited income they have they just can't keep up with prices of fixing a house that they already own so I think it is often overlooked program and I wanted to appreciate it.

Councilor Mattiace asked who determines distribution and the amount of the funds for the different organizations?

Natalie Green said if it is for the public service programs, for the non-profits that is made up of the Health and Human Services Advisory Committee. If it is for the regular funding sources, that is a staff committee that evaluates those using a risk assessment and then scoring criteria.

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to Approve Resolution No. 25-130.

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

7.3 RESOLUTION NO. 25-131: A RESOLUTION ADOPTING FUNDING PRIORITIES AND ALLOCATIONS TO VARIOUS LAS CRUCES NON-PROFIT ORGANIZATIONS FOR FISCAL YEAR 2026 (FY26) TO PROVIDE HEALTH-RELATED PUBLIC SERVICE NEEDS AND AUTHORIZING THE INCORPORATION OF THE FUNDING AMOUNTS INTO THE CITY'S FY26 BUDGET.

Councilor Corran said this is what I need to recuse myself from because I serve on the Board of Roadrunner Food Bank.

Isaac Holguin, Housing Development Specialist gave the overhead presentation.

Councilor McClure asked I would like to know a little bit more about the process that the advisory group takes to make the decision in the final funding amount for each organization?

Isaac Holguin said how the process works is that we will send out a NOFA, a Notice of Funding Availability to all the agencies and it will also go to the interagency council. Once that is sent out it will end up being a letter of intent. We will review those letters of intent and then after that we will go ahead and if applicable, we will send an application. Once the applications are received by the department we will go ahead and send out those applications to the Health and Human Services Advisory Committee, once they receive those applications they will go ahead and score them. Once they are done scoring, we will have committee meeting and when that committee meeting is held we will go over all of the scoring of the agencies and with that we will determine how they would like to allocate those funds. Whether there would be a tier system or distributing them all evenly like they did this time and then once they go ahead and vote on them, the final adoption will be here at council.

Councilor McClure asked how is it not tier, how is it just given flat rate to? I am just curious, it sounds like we do follow rubrics in other areas and I am curious how this

was given sort of flat rates? Making sure per need that we are doing the best we can for this.

Natalie Green, Housing & Neighborhood Revitalization Administrator said the committee sets a limit and the current limit is $30,000 and in this case we had less agencies apply so we were able to allocate more. The process is the series of public meetings so usually there is for health related there is two public hearings in which the agencies present their application and their request to that committee and then committee can also finalize their scoring and then we come back a week later and we show the scores and then we walk them through potential scenarios. Would you like to fund them, if you fund them all at this rate and so there is a pretty robust spreadsheet. In this case it is year two and so under the adopted guide by council year two is just proportional to what they received in year one as long as they met their compliance requirements in their contract.

Councilor McClure said I am just curious because it seems like we are looking at need based programs and to me it seems flat rate doesn't make it seem like that is it but I guess if everyone else seems okay with that.

Natalie Green said as part of every investment strategy we usually bring that guide actually back to council and at that time council can make those changes, change how that has happened. About ten years ago we had a tier one, tier two, tier three system where certain categories got more funding versus less funding but again it changes over time based on the committee and their recommendations to council.

Councilor Becki Graham moved, seconded by Councilor Cassie McClure, to Approve Resolution No. 25-131.

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

7.4 RESOLUTION NO. 25-132: A RESOLUTION AMENDING THE FY2025-2030 CAPITAL IMPROVEMENTS PROGRAM.

Cynthia Alamillo, CIP Manager gave the overhead presentation.

Kyle Arend, Engineering Manager continued the overhead presentation.

Councilor Becki Graham moved, seconded by Councilor Cassie McClure, to Approve Resolution No. 25-132.

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

8. BOARD APPOINTMENTS

8.1 JOHN OLESKY

Councilor Becky Corran moved, seconded by Councilor Becki Graham, to appoint John Olesky to the Capital Improvement Advisory Committee.

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

8.2 ALICE CARRUTH

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to reappoint Alice Carruth to the Lodger's Tax Advisory Board.

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

8.3 JOHN MCDUFFIE

Councilor Becky Corran moved, seconded by Councilor Becki Graham, to appoint John McDuffie to the City Art Board.

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

8.4 SUSAN POLKA

Councilor Becky Corran moved, seconded by Councilor Becki Graham, to reappoint Susan Polka to the City Art Board.

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

8.5 ADAM AMADOR

Councilor Becky Corran moved, seconded by Councilor Becki Graham, to reappoint Adam Amador to the City Art Board.

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

8.6 CHANTELLE YAZZIE-MARTIN

Councilor Becky Corran moved, seconded by Councilor Becki Graham, to reappoint Chantelle Yazzie-Martin to the City Art Board.

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

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

None.

10. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

10.1 COUNCILOR MCCLURE

I went for the first time to the 17th Annual Boys and Girls Club Breakfast last week and over 400 people came out and it was just a really lovely event, and I was wondering if we can consider too as a city council to support their capital campaign. In this time that we are talking about how we can support public/private relationships and do the best for our youth. I am wondering if we have the responsibility to support initiatives like this as city council.

10.2 COUNCILOR MATTIACE

I just wanted to make the public aware there will be a District 2 Council meeting, May 29th, Las Cruces High School, at 6 p.m. in the cafeteria and I hope those in District 2 and others that have any concerns. We will have four directors who will give some good information. We also have somebody from Spaceport America that will give a briefing on what they are doing there, and I appreciate your attendance.

10.3 COUNCILOR GRAHAM

First, I just wanted to thank the community and Ice Box Brewing for their amazing support for the Firefighters Union event that we had on Saturday. Super great turn out. There was a dalmatian on site that belongs to one of the firefighters, it wasn't just a hired prop. It was just really great to see the community come out and support.

I need to read this one, congratulations to LCPD, Chief I will ask you to fill in some details for winning first and second team at Battle of the Badges Charity Event this weekend. Can you just tell us the organization that this supports is?

Jeremy Story, Police Chief said we had an annual event that supports La Pinon, Sexual Assault Recovery Services. I believe the 17th or 18th annual event and a few years ago they added in the Battle of the Badges component. This year we had the most teams we had ever had, 13 law enforcement teams. Each team has three members of whatever agency they come from and so we had a good mix from different agencies around here as well as Hobbs, Roswell, federal agencies. The top

two teams were LCPD.

Councilor Graham said thank you, that is amazing. Did anyone point out that we were particularly stacked because we have a National Champion on our team?

Chief Jeremy Story said we have a few really good shooters which makes it difficult to beat but it was good.

10.4 COUNCILOR CORRAN

I do congratulate and appreciate the LCPD for being the best of the best. So that is pretty amazing although you didn't say everything that they do. I would like to know was it trivia, shooting was a part of it, boxing is not a part of it. What did you, just shooting?

Chief Jeremy Story said this one was just a shooting competition. It is not all law enforcement. There is over 100 shooters and maybe close to half are law enforcement but the rest were just citizens.

Councilor Corran said I don't have any particular announcements. I just want to say congratulations to all of the city staff and NMSU/DACC folks who are graduating in the next few days. It is a really happy time of year. It is one of my favorite times of year but I think a lot of people have and I have been seeing all kinds of reports of people who are getting Associate Degrees, Bachelor's Degrees, Master's Degrees and so I just want to give a congratulatory shoutout to all of those folks who have gotten there in their educational journeys and a welcome to the families in town celebrating. I don't know if you have noticed but there is a lot of people like standing in front of things, taking pictures so give them a moment because they are in their graduation attire so welcome to all the families and congratulations to the grads who are graduating this week.

10.5 MAYOR ENRIQUEZ

I just want to mention also I was at the Mary and Lou Henson Breakfast for the Boys & Girls Club, and I agree with Councilor McClure that is something we can do. We are very fortunate that the building that they purchased is now in the El Paseo area where there is an MRA so that is something we can definitely look at and see how we can support their cause and help them to get to where they need to go. The only other thing I had to say was congratulations to Chief Story for being recognized as citizen of the year. He is not just an excellent marksman, but he is an excellent member of this community and well deserved. Congratulations on your recognition.

Jeremy Story, Police Chief said thank you Mayor and Council for the support that you have offered and the things that you supported especially in the past year.

11. CITY MANAGER REPORT

11.1 JC BORREGO, ASSISTANT CITY MANAGER

There will be a Mother's Day concert on Sunday, May 11th at 5 p.m., at the Plaza, Darren Cordova y Calor will be performing live. There will be food trucks. It is a free event and please bring your chairs.

To celebrate bike month, National Bike Month the city will do a ride your bike to work day on Friday, May 16th. So, all you city staff members please ride your bike on that day. The Parks & Rec Department is now accepting entries for the 2025 Electric Light Parade. The theme this year is Las Cruces Unidos, celebrating our city's unity. The parade will take place on Thursday July 3rd, starting at 9 p.m., and if you are interested in participating you can find more information and the application online at www.lascruces.gov/parade or apply in person at the Castaneda Building on Hadley Avenue.

To celebrate of Arbor Day the city staff collaborated with El Paso Electric to plant 40 trees at High Noon Soccer Complex. From our Visit Las Cruces the Mira Las Cruces Festival last Saturday was a success with approximately 12,000 attendees. VLC will have more information at their annual update at the next Work Session on Monday, May 12th. From our Quality of Life Department, the Friends of the Library held a popup sale on Monday, April 28th. The sale was very successful as the Friends earned $1,082. So, thank you to the Friends for their continued hard work. Desert Heroines, Emelia Linley and Galen Skibyak have been named Desert Heroines by NGAGE Success Partnership and NMCO Studios. Desert Heroines are women educating and inspiring generations fierce and brave as resilient as life in the Chihuahuan Desert. Their photos will be on display at the Mad Hatter Gallery through May 24th. NMSU students installed their bronze tiles on the exterior of the Las Cruces Convention Center on University Avenue. It is a partnership with NMSU and the public art program and instructors will add title plaque to finish the project soon.

Mayor Enriquez said just a few other things I wanted to mention going on tomorrow, Scott Andrews, County Manager, will be delivering State of the Address for the county at 11:30 a.m., at the county complex and then on Thursday Ignacio Ruiz the Superintendent will be doing a State of the District Address at the Convention Center at 11 a.m. So, a couple of things that our partners are doing in the community and if you get a chance to go by and support them.

12. ADJOURNMENT

12.1

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to adjourn at 3:22 p.m.

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

Mayor

City Clerk

MINUTES
Work Session
Monday, May 12, 2025 @ 1:00 PM
City Council Chambers, City Hall

PRESENT: Councilor Johana Bencomo, Councilor Becki Graham, Councilor Becky Corran, Mayor Eric Enriquez, and Councilor Cassie McClure

ABSENT: Councilor Yvonne Flores and Councilor William Mattiace

1. PETS OF THE WEEK

1.1

None.

2. AGENDA ITEM

2.1 VISIT LAS CRUCES UPDATE.

Rochelle Miller-Hernandez, Director of Destination Management gave the overhead presentation.

Albert Herrera, Senior Sales Manager continued the overhead presentation.

Liz Vega, Event Manager continued the overhead presentation.

Lorena Lozano, Manager of Marketing continued the overhead presentation.

Rochelle Miller-Hernandez continued the overhead presentation.

Councilor Corran said I have sent a few conferences y'all's way and you guys have really helped a whole bunch of different folks that are thinking of coming to Las Cruces, I got my new swag and people are already into it, so I'll be stopping by again to pick up more. They have really cool t-shirts and stuff if you haven't seen them lately, great swag, new bunch of swag available. I just really want to express my gratitude because I've heard so many good things, and so many positive sort of interactions that folks have had with your office. I feel like it is putting Las Cruces on

the radar. I've seen those ads at El Paso Airport and I feel super proud of us representing, so thank you for all that you do and for thinking forward and putting the best of Las Cruces out there in the world.

Mayor Enriquez said I just wanted to comment the same thing, my gratitude, thank you for all the work that you do, you know the third annual Mira, Las Cruces and already at a value of $3.8 million that's amazing! That's awesome, bringing back the Balloon Rally after 17 years and bringing that back, and continuing The Whole Enchilada Softball Tournament, what is it, like 17 states come in, over 300, 400 teams come in, it puts us on the map. You do a great job in promoting, but I do have to say to Albert, thank you, as well as all the staff. What I was most amazed at when I was able to welcome the Americas' Walking Club was how long you had been working on bringing this conference to Las Cruces, give us that year again? Since 2018, it just goes to show the dedication, the commitment, the hard work that you all put into Visit Las Cruces. You make us proud, and we are very proud of you all.

2.2 NEW MEXICO LEGISLATIVE UPDATE.

Barbara Bencomo, Chief Administrative Officer gave the overhead presentation.

Larry Horan, City Lobbyist continued the overhead presentation.

Barbara Bencomo continued the overhead presentation.

Councilor Bencomo said thank you for always answering our call when we say hey, we are coming up can you help us please? Honestly you make it very easy coming up there, I always feel really successful and just really good leaving Santa Fe after spending a day with you. So, thank you very much. Then, of course, thank you to our legislatures, those that are here today but all of your colleagues obviously and your continued investment in Las Cruces. I do just want to note that in previous years we've received a lot more money for housing and I think this year I do want to note, for the public especially, that it's not that our legislators are not interested in housing, it's that I think for a lot of us we were very excited about the prospect and the potential of those $10 million in the budget that many of us of course then went out and asked legislators to go out and fund other projects, right? They obviously did and they came through as they always do and so it's not that they don't care about that, I think that it's we all just had a bit of a different hope for that outcome. Thank you so much Larry for ensuring that we were able to meet with the Secretary of Workforce Development and really continue to work with our housing team Natalie to make sure that all of our housing projects are at the top of the list and that the state understands that we're ready. If they give us $10 million, we will spend $10 million dollars. For legislators here, if you talk to Secretary Nair, tell her we are ready and to give us money. So, thank you for that, and then of course I'm really excited for the investment in mobile integrated health center and LIGHT projects. I sent out a lot of texts myself, specifically for that project, and so I'm excited for that to come to fruition. And really my last question, Larry, the animal advocates here locally have been reaching out to us a lot about how that potential investment could work. Do you have any sort of idea on how that will roll out and on how the city can stay on top of receiving some of those funds?

Larry Horan said I don't know specifics on that, I will make some inquiries and get back to you, just to find out. I'm not sure what that grant program is going to be or the process, so once they get the appropriation they'll have to set up exactly how that grant works and then I'll take the opportunity and I should have mentioned it before, when I was here before you in the Fall, you asked as a body how can we be effective in advocating and be more effective with the legislature and I think that what we saw this session was we saw good participation from you as a governing body, also the City Manager and assistant city managers they came up a couple of different times. Our legislators every time we ask can we come see you, they all said yes, without exception and I think what we're seeing, and we've seen more active participation in the last couple of years, especially related to housing, Chief Story was there a lot working on public safety. We saw different levels of engagement from you as a body and staff, and I think that that's what I think you're seeing, that that does bear fruit and they will speak for themselves, but I know the legislators always appreciate it when you take the effort to go up and see them. It's always a pleasure having you there and getting to walk around, and I'm glad to know you feel you're successful because sometimes people leave the capital wanting to pull their head out or bang their head into a wall, but it does bear fruit, and so going forward I would urge you as a body and also as staff to continue that kind of proactive approach.

Councilor Bencomo said and then lastly, I do just want to say a very special thank you for legislators for supporting that behavioral health package. I know it's not necessarily something as a body we took a stand on, but that investment is tremendous so, thank you, it's historic and so important.

Councilor Graham said thanks to our incredible animal advocate community I was forwarded some information recently and it looks like the DFA, the New Mexico Department of Finance Administration has sent around what they are calling animal welfare needs assessment survey so that seems to be the first step in seeing how they might create a grant criteria and funding priorities and I've shared this along with our amazing grant team here at the City and they will collaborate obviously with the Animal Services Center here locally it looks like we have at least a first step happening. Actually, I will ask a question, sorry, probably something I should already know, but when we are generously given beyond what we've asked for, specifically with MIH building and I believe our Real Time Crime Center also certainly in the MIH building there is a big disparity we got like an extra $3 million so how does that work?

Larry Horan said for those projects, I will look to Barbara on the MIH building, but I do know from the Real Time Crime Center, the way we scale the project was to try to achieve a phase of funding, so like on the Real Time Crime Center, that money will be spent, we'll just be able to use it quicker than we thought we would have to rather than going back for more. In MIH I'm not sure if that's probably the same answer.

Barbara Bencomo said I asked Chief Daniels to be prepared for this question because I thought it might come up. Obviously for us we are looking at, as Larry said, how we scoped the project, what were the words that we used in the proposal that we made to the state for how we would spend the funds and we tend to either want to make the language broad enough that we could still use it for additional items or additional

scopes of the project but I do want to turn it over to Chief Daniels, he wants to add something specific to the MIH building.

Michael Daniels, Fire Chief said I just wanted to follow up on that. So, we will be able to utilize the funding, one of the things that is the FF&E, the furnishings for it we were getting that completed, we were going to have to likely come back and ask for additional funding to get it fully furnished, this will allow us to do that and it also relieves a very big concern with the recent executive order because $3 million have been congressionally given to us for that, so this may further help us if we end up having to lose that funding. So, thank you to everybody, it really relieved some stress on our end.

Mayor Enriquez said again Barbara, Larry, thank you very much for our legislators, thank you for all your hard work, your challenging work, your good service work, we really appreciate all that you do and try to make not only Las Cruces, but the state better so we thank you for that, thank you very much.

3. ADJOURNMENT

3.1

Councilor Johana Bencomo moved, seconded by Councilor Becky Corran, to adjourn at 2:14 p.m.

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

_____
Mayor

_____
City Clerk

25-143

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

City Council Action and Executive Summary

District:	**☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A**		
1st Reading:		**Adopted:**	June 2, 2025
Drafter:	Lisa Padron	**Department:**	Financial Services
Program:	Purchasing	**Line of Business:**	Procure-to-Pay

Title: **A RESOLUTION TO AWARD CONTRACTS FOR THE PURCHASE OF FLEET PARTS AND SUPPLIES FOR FLEET VEHICLES AND EQUIPMENT TO CASA FORD, CRAIG ENTAGGERT SUPPLIES, INC., CT RUSH INC. DBA MIGHTY OF EL PASO, TROUBILLON ENTERPRISES, LLC, DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC, NEOPART TRANSIT, LLC, O'REILLY AUTOMOTIVE STORES, INC. DBA O'REILLY AUTO PARTS, SISBARRO BUICK GMC, QUALITY BUICK GMC BY DI LORENZO, SAFETY-KLEEN SYSTEMS, INC., AND SIDDONS MARTIN EMERGENCY GROUP, LLC IN AN AMOUNT NOT TO EXCEED $190,000 PER VENDOR ANNUALLY, FOR A TERM OF FIVE (5) YEARS THROUGH APRIL 30, 2030, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 24-25-055).**

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

PURPOSE(S) OF ACTION:

To award contracts for fleet parts and supplies.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) Fleet Services (Fleet) Section is responsible for maintaining City vehicles and equipment. Proper maintenance of vehicles and equipment includes regular maintenance and repairs.

On January 31, 2025, the City's Purchasing Program (Purchasing) issued Invitation to Bid No. 24-25-055 for Fleet Parts and Supplies Re-solicitation. Purchasing received eleven (11) bids. Award of contracts is being recommended for Casa Ford of Las Cruces, New Mexico, Craig Entaggert Supplies, Inc. of Las Cruces, New Mexico, CT Rush Inc. DBA Mighty of El Paso, Texas, Tourbillon Enterprises, LLC of Rosemead, California, Doggett Freightliners of South Texas, LLC of El Paso, Texas, Neopart Transit, LLC of Reading, Pennsylvania, O'Reilly Automotive Stores, Inc. DBA O'Reilly Auto Parts of Springfield, Missouri, Sisbarro Buick GMC of Las Cruces, New Mexico, Quality Buick GMC by Di Lorenzo of Albuquerque, New Mexico, Safety-Kleen Systems, Inc. of Norwell, Massachusetts, and Siddons Martin Emergency Group, LLC of Albuquerque, New Mexico.

The City's Fleet Services Section requests approval to enter into agreements with the eleven (11) selected firms, to provide fleet parts and supplies on an as-needed basis for a period of five (5) years, in an amount not to exceed $190,000 annually per vendor, subject to approved budget appropriations.

SUPPORT INFORMATION:

Exhibit "A" 24-25-055_FleetPartsAndSupplies_PriceAgreement_CasaFord
Exhibit "B" 24-25-055_FleetPartsAndSupplies_PriceAgreement_CraigEntaggertSuppliesInc

Exhibit "C" 24-25-055_FleetPartsAndSupplies_PriceAgreement_CT_RushIncDBAMightyofElPaso
Exhibit "D" 24-25-055_FleetPartsAndSupplies_PriceAgreement_TourbillonEnterprisesLLC
Exhibit "E" 24-25-055_FleetPartsAndSupplies_PriceAgreement_DoggettFreightlinerOfSouthTexasLLC
Exhibit "F" 24-25-055_FleetPartsAndSupplies_PriceAgreement_NeopartTransitLLC
Exhibit "G" 24-25-055_FleetPartsAndSupplies_PriceAgreement_O'ReillyAutomotiveStoresInc
Exhibit "H" 24-25-055_FleetPartsAndSupplies_PriceAgreement_SisbarroBuickGMC
Exhibit "I" 24-25-055_FleetPartsAndSupplies_PriceAgreement_QualityBuickGMCbyDiLorenzo
Exhibit "J" 24-25-055_FleetPartsAndSupplies_PriceAgreement_Safety-KleenSystemsInc
Exhibit "K" 24-25-055_FleetPartsAndSupplies_PriceAgreement_SiddonsMartinEmergencyGroupLLC

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: **AVAILABLE AMOUNT:** **EXPENDITURE AMOUNT:**

Funding Source(s):
Various - orders will be placed by Fleet Services and Utilities Solid Waste as needed, subject to approved budget appropriations.

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

☐ Yes
☒ No

Does this action align with Elevate Las Cruces?

☐ Yes
☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and award multiple contracts for Fleet parts and supplies for a period of five (5) years, in an amount not to exceed $190,000 annually, per vendor, subject to approved budget appropriations.
2. Vote "No"; this will deny the Resolution to award multiple contracts for Fleet parts and supplies, which could negatively impact continued City operations.
3. Vote to "Amend"; this could modify the Resolution and Council will need to provide direction to staff.
4. Vote to "Table"; this could delay procurement of Fleet parts and supplies, which could negatively impact Fleet Services operations.

RESOLUTION 25-143

A RESOLUTION TO AWARD CONTRACTS FOR THE PURCHASE OF FLEET PARTS AND SUPPLIES FOR FLEET VEHICLES AND EQUIPMENT TO CASA FORD, CRAIG ENTAGGERT SUPPLIES, INC., CT RUSH INC. DBA MIGHTY OF EL PASO, TROUBILLON ENTERPRISES, LLC, DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC, NEOPART TRANSIT, LLC, O'REILLY AUTOMOTIVE STORES, INC. DBA O'REILLY AUTO PARTS, SISBARRO BUICK GMC, QUALITY BUICK GMC BY DI LORENZO, SAFETY-KLEEN SYSTEMS, INC., AND SIDDONS MARTIN EMERGENCY GROUP, LLC IN AN AMOUNT NOT TO EXCEED $190,000 PER VENDOR ANNUALLY, FOR A TERM OF FIVE (5) YEARS THROUGH APRIL 30, 2030, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 24-25-055).

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) Fleet Services (Fleet) Section is responsible for maintaining City vehicles and equipment. Proper maintenance of vehicles and equipment includes regular maintenance and repairs; and

WHEREAS, on January 31, 2025, the City's Purchasing Program (Purchasing) issued Invitation to Bid No. 24-25-055 for Fleet Parts and Supplies Re-solicitation and received eleven (11) bids; and

WHEREAS, the City's Fleet Services Section requests approval to enter into agreements with the eleven (11) selected firms.

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

(I)

THAT the Resolution awarding contracts for fleet parts and supplies on an as-needed basis to Casa Ford, Craig Entaggert Supplies, Inc., CT Rush Inc. DBA Mighty of El Paso, Tourbillon Enterprises, LLC, Doggett Freightliners of South Texas, LLC, Neopart Transit, LLC, O'Reilly Automotive Stores, Inc. DBA O'Reilly Auto Parts, Sisbarro Buick GMC, Quality Buick GMC by Di Lorenzo, Safety-Kleen Systems, Inc., and Siddons Martin Emergency Group, LLC as outlined in Exhibits "A" through "K", respectively, in an amount not to exceed $190,000 annually per vendor for a period of five (5) years, subject to approved budget appropriations, is hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

Exhibit "A"

24-25-055
Fleet Parts
And Supplies

CITY OF LAS CRUCES

PRICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of May, 2025 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Casa Ford, of 470 W. Boutz, Las Cruces, New Mexico, 88005, hereinafter called “CONTRACTOR”.

1. PRODUCT DESCRIPTION
Fleet parts and supplies

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall deliver PRODUCT as bid in response to the CITY’S Invitation to Bid No. 24-25-055 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

4. COMPENSATION
In consideration for CONTRACTOR’S satisfactory performance agreed to herein, the CITY shall compensate CONTRACTOR based upon pricing offered in CONTRACTOR’S response to the CITY’S Invitation to Bid No. 24-25-055. CONTRACTOR shall deliver product upon receipt of a purchase order from the CITY. The CITY cannot authorize costs to be incurred prior to such purchase order.

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

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

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2025 for a term of five (5) years through April 30, 2030. CONTRACTOR shall deliver PRODUCT in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR'S employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to

perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP
Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

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

17. INSURANCE
Insurance is not required under the terms of this Agreement.

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

19. APPLICABLE LAW

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

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

20. BREACH

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

21. DISPUTE RESOLUTION

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

22. NOTIFICATION

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Ruben Romero
With Copies to:	Purchasing Manager
TO CONTRACTOR:	Casa Ford 470 W. Boutz Las Cruces, NM 88005 ATTENTION: Jon Patrick

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

CASA FORD

BY: _____
Jon Patrick
Parts Manager

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

04/04/2025
City Attorney

24-25-055
Fleet Parts
And Supplies

EXHIBIT A

Casa
AUTO GROUP

470 West Boutz Road Las Cruces, N.M. 88005 575-525-4500

CITY OF LAS CRUCES

BID TITLE #: 24-25-055

BID DUE DATE AND TIME:

2:00 PM ON January 14, 2025

SUBMITTED BY CASA FORD

Casa AUTO GROUP

470 West Boutz Road Las Cruces, N.M. 88005 575-525-4500

City of Las Cruces

BID # 24-25-055

City if Las Cruces is already enrolled in the Ford Fleet Network and will receive an additional rebate for any Power Train listed below on top of the discounted price. Please see the attached flyer.

Due to the nature of the Manufacturers margins on the following parts, the city's discount on this part in BID as Follows:

Transmissions: Cost plus $300.00

Gas Engines: Cost plus $500.00

Diesel Engines: Cost plus $700.00

Diesel Injectors: Cost Plus $30.00

All other parts not listed above or on previous page will be List minus 23%.

Ford CD Price List included.

Please note that pricing is subject to change month to month and updated pricing can be found online at www.fordparts.com.

CITY OF LAS CRUCES

INVITATION TO BID

TITLE	BID #	DUE DATE/TIME
FLEET PARTS AND SUPPLIES RE-SOLICITATION	24-25-055	February 20, 2025 / 2:00 pm

Bid Submitted by: Casa Ford Las Cruces
(Company)

BIDDING CONDITIONS

Unless otherwise stated in the bid document, the following conditions apply.

1) Bidders are advised that all bids are subject to the legal requirements as provided for in the City of Las Cruces (City) Procurement Code, Chapter 24 Las Cruces Municipal Code (LCMC), 1998 available on the City's website: https://www.municode.com/library/nm/las_cruces/codes/code_of_ordinances?nodeId=PTIIMUCO_CH24PRCO
   a) Preference will be given to bidders residing within New Mexico and/or Las Cruces, NM, in accordance with §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, and Section 24-100, LCMC, 1998, of the City Procurement Code.
   b) Whenever bid specifications are for supplies or materials consisting of recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall receive a 5% preference pursuant to §13-1-21, NMSA, 1978.
   c) The application of multiple preferences shall be limited to ten percent (10%).
   d) Whenever federal funds that are subject to the U.S. OMB "Common Rule" and involved in the purchase of goods/services by the City, the preferences stated within this section are not applicable.
   e) DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF DURING THE BID PROCESS (from Public Notice through Award), OTHER THAN PURCHASING SECTION STAFF, WILL RENDER THE BID NON-COMPLIANT AND UNACCEPTABLE FOR AWARD.
   f) Bidder agrees to comply with all City, State and Federal rules and regulations.
   g) Bidder is responsible for complying with criminal laws prohibiting bribes, gratuities and kickbacks.

2) Bids must:
   a) be submitted typed or in ink on **UNALTERED City bid forms** for bid to be considered.
   b) be complete with required information.
   c) be signed by an authorized representative.
   d) be submitted separately and labeled as such when submitting more than one bid.
   e) state the manufacturer BRAND/MODEL NUMBER offered on all items along with brochures and specifications.
   f) include samples at no cost for evaluation purposes when required by the bid specifications or otherwise requested by the City.
   g) include a request for return of samples, by the supplier, otherwise samples shall become the property of the City after 60 days. (Bidders must arrange for and absorb the cost of any sample return.)
   h) be submitted in PDF format via e-mail to bidclerk@lascruces.gov with the bidder's company name, bid number and title, and due date/time in the subject line of the message.
   i) be received by the City Purchasing Section in the Bid Clerk e-mail inbox by the specified due date and time. Late bids shall not be accepted.

3) Pricing shall:
   a) state the UNIT PRICE and EXTENDED AMOUNT for each item or service offered. UNIT PRICES GOVERN ANY ERRORS IN THE EXTENSION and shall be stated F.O.B. - Destination; Prepaid Full Freight Allowed
   b) exclude any applicable taxes.
   c) be effective for 45 days.

4) Questions:
   a) MUST be submitted in writing and emailed to bidclerk@lascruces.gov referencing the bid number and title.
   b) will be accepted only up to one week prior to the bid due date/time.

5) Addenda:
   a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
   b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via email or mail.
   c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked REVISED.
   d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.

6) The City reserves the right to:
   a) determine responsible bidders and responsive bids.
   b) accept and award compliant bids based on the lowest:

i) Individual Unit Price, or
ii) Grouped Unit Price, or
iii) Lump Sum Unit Price; whichever is deemed most beneficial to the City.

c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought.
d) negotiate an extension of effective price dates.
e) change the quantity of bid items within their effective price date.
f) reject any or all bids partially or wholly.

7) It is the City's intent to award bids within 45 days of the bid due date.
a) Bidders may obtain bid results by contacting the Bid Clerk at bidclerk@lascruces.gov.
b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension.

Bid Form

Receipt of Addenda Nos. Ø is hereby acknowledged. (Where none received, place '0' in this space.)

Payment Terms: Net 30 Days Bidder guarantees delivery of items within _____days

Pricing for this bid is effective through_____(price agreements are effective for one year from date of award)

NM Tax & Revenue Department Combined Reporting System (CRS) # 03-627452-00-6

Current NM Secretary of State Business ID # n/a (corporations only)

Current CLC Business Registration # 25964-23 (for businesses residing within Las Cruces city limits)

NM Resident Certificate from NM Tax and Revenue Department enclosed ✓ Yes ____No

NM Resident Veteran Certificate from NM Tax and Revenue Department enclosed ____Yes ✓ No

Federal Employer / Tax Identification # 93-1659459 (mandatory for all respondents)

In compliance with the Bid Specifications, Bidding Conditions, and Purchase Order Terms and Conditions, I, the undersigned, offer and agree to furnish any or all items upon which prices are offered at the price set opposite each item, to the City within the time specified.

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

COMPANY NAME & ADDRESS:

Casa Ford
470 W. Boutz
Las Cruces, NM 88005
575-525-4500
Phone
575-525-4589
Fax

Jon Patrick Parts Manager
Typed or Printed Name of Authorized Representative & Title

Signature Date

JPatrick@casaautogroup.com
Email

Bid # 24-25-055

City of Las Cruces
NO-BID

Please return this form only if NOT SUBMITTING a bid.

In an effort to make the procurement of the City of Las Cruces goods and services as competitive as possible, we are soliciting information from vendors who cannot bid.

Completion of this form will assist us in evaluation factors, which relate to the competitiveness of our bids. Please check any of the boxes below which apply.

- ☐ Specifications – Restrictive, unclear, specialty item, etc.
- ☐ Manufacturing – Unique item, production time for model or item has expired, etc.
- ☐ Bid Time – Insufficient time to properly bid.
- ☐ Delivery Time – Specified delivery time cannot be met.
- ☐ Payment – Delay in payment process.
- ☐ Miscellaneous – Do not wish to bid, do not handle this type of item(s), unable to compete, etc.

The intent in obtaining this information is to utilize it to adjust procedures, if appropriate and to obtain maximum participation in the competitive bid process. Vendor comments are not restricted to those items listed. Please submit any statement relative to this bid, which you feel has an impact on your ability to bid.

VENDOR STATEMENT

_____

_____

_____

_____

_____

_____

COMPANY NAME & ADDRESS:

_____

_____

_____

_____

Phone

_____

Fax

TYPED OR PRINTED NAME OF AUTHORIZED REPRESENTATIVE & TITLE:

_____

_____

Signature Date

_____

Email

BID SUBMITTAL CHECK LIST

DESCRIPTION	COMMENT
Bid Form	Ensure bid is signed by representative stated on the form and completely filled out, as applicable, and especially that all addenda are acknowledged.
Resident Preference	To receive a 5% resident preference, submit Resident Business / Contractor certificate issued by the NM Tax and Revenue Department.
Resident Veteran Preference	To receive a 10% resident veteran preference, submit Resident Veteran Business / Contractor certificate issued by the NM Tax and Revenue Department.
Local Preference	To receive a 5% local preference, submit a current Business Registration License issued by the City of Las Cruces Community Development Department.

CITY OF LAS CRUCES
FLEET PARTS AND SUPPLIES RE-SOLICITATION

I. Introduction

The City of Las Cruces (City) seeks to contract with qualified vendors for the purchase and delivery of parts and supplies for, but not limited to, automotive, heavy equipment, trailers, gasoline engines, diesel engines, and shop tools and supplies on an annual as-needed basis. The City requires new highest quality or grade parts, for a broad variety of vehicles and equipment, and may decide to award to multiple vendors to ensure product quality and availability. Quantities of order may vary from order to order. No commitment to purchase is made via this solicitation.

Enclosed is a draft Agreement to be entered for the proposed parts and supplies. The Agreement's term shall be for five (5) years. This Agreement does not authorize the purchase of batteries, tires, and other products that are currently available through other active City of Las Cruces price agreements.

II. Bid Items

Table A: Aftermarket parts and shop supplies with percent (%) discounts. Catalog **MUST** be provided.

ITEM	DESCRIPTION	Discount %
1	General Automotive Parts	List -23%
2	Transmission Parts Please See Flyer	
3	Gasoline Engine Parts	List -23%
4	Diesel Engine Parts	List -23%
5	General Shop Supplies	n/a
6	Restocking Fee	no charge
7	Percentage Off Catalog	List -23%

Bid # 24-25-055

Table B: Light to Medium Manufacturer/Brand Names Offered with percent (%) discounts. Catalog **MUST** be provided.

Item	Product/Category	Manufacturer/Brand Names (add additional offered in blanks)	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
1	Alternators & Starters	AC Delco		
		Beck/Armley		
		Motorcraft	23%	See Enclosed Price CD or www.Fordparts.com
		FORD OEM	23%	
		GM OEM		
		Chrysler OEM		
2	Bearings (Ball & Roller	BCA		
		Timkin		
		National		
3	Belts, Hoses & Clamps	Gates		
		Goodyear		
		Ideal		
		Motorcraft		
		FORD OEM		
		GM OEM		
		Chrysler OEM		
4	Brakes (Pads & Shoes)	Bendix		
		Eaton		
		Meritor		
		Raybestos		
		Performance Friction		
		Motorcraft		
		FORD OEM		
		GM OEM		
5	Brakes (Drums & Rotors)	Guinte		
		Vipar		
		United		
		Meritor		
		Motorcraft		
		FORD OEM		
		GM OEM		
		NAPA		

Bid # 24-25-055

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provider Catalog
6	Brakes (Calipers)	Vipar		
		NAPA		See Enclosed
		Break Best		Price CD
		Motorcraft	23%	or
		AC Delco		www.Fordparts.com
		Ford OEM	23%	
		GM OEM		
7	Caps & Thermostats	Stant		
		Murray		
		Motorcraft	23%	
		Ford OEM	23%	
		GM OEM		
		AC Delco		
8	Electrical & Ignition	AC Delco		
		Motorcraft	23%	
		Autolite		
		Champion		
		Standard		
		Ford OEM	23%	
		GM OEM		
9	Emissions & Exhaust	AC Delco		
		Motorcraft	23%	
		Walker		
		Ford OEM	23%	
		GM OEM		
10	Filters (Air, Fuel, Oil)	AC Delco		
		Motorcraft	23%	
		Wix		
		Fram		
		MicroGuard		

Bid # 24-25-055

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
11	Gaskets & Seals	AC Delco		
		National		See Enclosed Price CD or www.Fordparts.com
		C/R		
		Motorcraft	23%	
		Ford OEM	23%	
		GM OEM		
12	Heating & Air Conditioning	AC Delco		
		Motorcraft	23%	
		Murray		
		Ford OEM	23%	
		GM OEM		
13	Lamps, Lighting & Mirrors	Federal Signal		
		Grote		
		Retrac		
		Wagner		
		Trucklite		
		Sylvania		
		Eiko		
		Ford OEM / Motorcraft	23%	
14	Power Steering Pumps	A-1 Cardone		
		NAPA		
		Motorcraft	23%	
		AC Delco		
		Ford OEM	23%	
		GM OEM		
15	Pumps (fuel & water)	AC Delco		
		Motorcraft	23%	
		TRW		
		Airtex		
		Ford OEM	23%	
		GM OEM		
16	Steering & Suspension	Moog		
		Monroe		
		Motorcraft	23%	
		AC Delco		

Bid # 24-25-055

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
17	Universal Joints	Precision		
		Spicer		See Enclosed Price CD or www.Fordparts.com
		Master Pro		
		NAPA		
		AC Delco		
		Motorcraft	23%	
		Ford OEM	23%	
18	Wipers	Anco		
		Motorcraft	23%	
		Trico		
		Rain X		
		Bosch		
19	Wheel Accessories	Moog		
		Ford OEM	23%	
		GM OEM		
		Chrysler OEM		
20	Spark Plugs & Wires	AC Delco		
		Champion		
		Motorcraft	23%	
		Autolite		
		Bosch		

Table C: Heavy Duty Parts (Please add additional manufacturers offered in blanks)

Item	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
1	Allison		
2	Bendix		
3	CE Nieoff		See Enclosed Price CD or www.Fordparts.com
4	Chevrolet		
5	Chicago Rawhide		
6	Cole Hersee		
7	Cummins		
8	Delco		
9	Detroit Diesel		
10	Donaldson		
11	Eaton		
12	Firestone		
13	Fleetguard		
14	Ford	List -23%	
15	Gates		
16	Grote		
17	Goodyear		
18	Meritor		
19	Midland		
20	Monroe		
21	Motorcraft	List -23%	
22	National		
23	Signal Stat		
24	Spicer		
25	Stemco		
26	Stewart Warner		
27	Sylvania		
28	Trucklite		
29	Velvac		
30	Wabco		
31	Wagner		
32			
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39			
40			

III. Scope of Work

A. General
   1. The City of Las Cruces Fleet, Solid Waste, and Transit maintenance shops are the only authorized sections to purchase parts and supplies for vehicles and equipment. The City shall not be obligated to compensate vendors for parts and supplies purchased for units without prior approval from said maintenance shops.
   2. Safety Data Sheets (SDS) shall be provided to the City, with chemicals and materials. Selected vendors shall be responsible for forwarding regular updates to the City.

B. Parts, Tools, & Supplies. List of parts, tools, and supplies that are included but not limited to the following:
   1. Parts:
      a. Fasteners: Nuts, bolts, screws, washers, etc.
      b. Electrical Components: Wires, connectors, switches, fuses, sensors.
      c. Hydraulic Components: Hoses, fittings, seals, cylinders, pumps.
      d. Engine Components: Filters, belts, gaskets, spark plugs, etc.
      e. Transmission Components: Gears, bearings, clutches.
      f. Body Parts: Panels, fenders, lights, mirrors.
      g. Consumables: Fluids (oil, coolant, grease, filters, belts, etc.
   2. Tools:
      a. Hand Tools: Wrenches, screwdrivers, pliers, hammers, sockets, etc.
      b. Power Tools: Drills, grinders, saws, impact wrenches, etc.
      c. Diagnostic Tools: Scanners, multimeters, pressure gages, thermometers.
      d. Specialized Tools: Tools specific to the equipment being maintained (e.g., alignment tools, torque wrenches).
   3. Supplies:
      a. Cleaning Supplies: Detergents, solvents, rags, shop towels.
      b. Safety Equipment: Gloves, safety glasses, ear protection, respirators.
      c. Consumables: Lubricants, adhesives, sealants.

C. Pricing & Invoicing
   1. Discounts are to be applied to the published Manufacturer Suggested Retail Price (MSRP).
   2. Vendor shall provide the necessary product catalogs (preferably e-catalogs with on-line access) to identify purchased goods and verify price of such goods.
   3. The City reserves the right to conduct an audit at any time during the term of this Agreement to assure that pricing is in compliance with the submitted price list.
   4. Parts and supplies that will exceed one thousand ($1,000.00) dollars shall require pre-approval by the City. Cost estimates shall be provided by the vendor.
   5. Detailed invoicing is to be submitted at time of delivery and shall include:
      a. Purchase Order Number
      b. Manufacturer
      c. Manufacturer Part Number

d. Quantity
e. Retail Price
f. Discounted Price
g. Extended cost

6. Separate invoices shall be rendered for each and every complete delivery.

D. Warranty
1. The Vendor shall provide full factory warranty on all products furnished, against defects in materials and/or workmanship. The warrant shall start on the date of delivery and acceptance by the City.

E. Delivery
1. The Vendor shall deliver, or arrange for delivery, of all products procured by the City under this Agreement. Products shall be delivered F.O.B. destination; packaging, shipping, handling, fuel surcharges and delivery included, with inside delivery. All locations have the following hours of operations:
    a. Monday – Thursday 7:00 am – 4:00 pm
    b. Friday 7:00 am – 12:00 pm
    c. Hours operations may differ by location, vendor shall confirm delivery times when fulfilling orders.
2. Delivery Locations. Locations have a flat surface from the parking lot and a forklift and/or a pallet jack for loading/unloading.
    a. 1501 E. Hadley Building C, Las Cruces NM 88001
    b. 680 Motel Boulevard, Las Cruces NM 88007
    c. 1670 Valley Drive, Las Cruces NM 88005
    d. 2340 Westway Avenue, Las Cruces NM 88005
3. Delivery Deadlines & Timeframes.
    a. Standard Deliveries: Should be specified based on part(s) or supplies availability.
    b. Local vendors with immediate part/supply availability:
        1. Vendors inside the city limits: Deliveries to the requested location should not exceed 30 minutes. Vendors must clearly communicate any restrictions that may prevent them from satisfying this timeframe.
        2. Vendors outside the city limits: Deliveries to the requested location should not exceed 24 hours.
        3. Deliveries shall not exceed a 24-hour period without notification of Fleet Services staff.
    c. Lead/Processing Times: Must be established and/or stated separately from delivery timeframes to avoid confusion regarding overall delivery timelines.
4. Vendor must not charge a restocking fee for products returned withing a thirty (30) day period.

PRICE INCREASES:
All prices quoted shall be firm and fixed as bid for one year of the agreement. Pass-through price adjustments will be accepted after one year and on an annual basis thereafter provided said adjustments(s) are submitted in writing with thirty (30) calendar days' advance notice and are accompanied by written documentation of the manufacturer's price increase. Price adjustment requests shall be sent to the named buyer.

PRICE DECREASES:
If the offeror receives any cost decrease from the supplier of the goods sold to the City through a contract resulting from this request, the offeror shall notify the City within 24 hours of such decrease and pass such decreases to the City immediately.

"OR APPROVED EQUAL" CLARIFICATIONS:
Brand names are used for the purpose of describing the standard quality, performance, and characteristics required and are not intended to limit or restrict competition. Requests for approved equals, including detailed technical specifications, are to be submitted with bid by bid due date.

"Equals" or "Equivalents" to these specifications may be considered; provided bidder furnishes sufficient proof that their offer meets or exceeds the intent of these specifications. The acceptance or rejection of equals or equivalents shall be determined solely by the City of Las Cruces.

LOCAL PREFERENCE NOTICE

To receive 5% local preference, submit a current copy of the respondent's Business Registration License issued by the City of Las Cruces Community Development Department.

NEW MEXICO RESIDENT PREFERENCE NOTICE

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

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

Firms seeking this 5% preference are encouraged to apply with the New Mexico Tax and Revenue Department to receive certification as a "resident business" or "resident contractor". Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

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

NEW MEXICO RESIDENT VETERAN BUSINESS NOTICE

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

Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

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

PREFERENCE FOR RECYCLED CONTENT GOODS

Whenever specifications for supplies or materials provide bidders opportunity to offer items made with recycled content good, and, when bids are received for both recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall be deemed five percent (5%) lower than the bids actually submitted provided that the recycled materials content meets or exceeds the minimum content standards required by bid specifications. "Recycled content goods" means supplies and materials composed of a minimum of twenty-five percent (25%) of recycled materials or more as specified herein.



470 West Boutz Road Las Cruces, N.M. 88005 575-525-4500

Price List

A Ford CD Price List can be included by delivery or mail.

Please note that pricing is subject to change month to month and updated pricing can be found online at: www.fordparts.com

Any Vendor must create an account to view all pricing. Just log into my account from the www.fordparts.com website and simply create an account to view all pricing based on VIN.

Step 1. Click on My Account from homepage

Step 2. Click on Business and Sign In

Step 3. Register your information on the tabs provided. Company name, address, email address, phone number and other information. Then hit submit. An account will be created, and you can now log in.

If cost price does change, Vendor will be charged, List minus 23%

Casa Ford cannot handle any vehicle over 550 for repairs or ordering parts.

No charge for restocking

Freight from other entities will be charged to Vendor i.e.:

1. Back-order parts
2. Special order parts

No Returns after 30 days

No type of glass orders is not returnable

Ford PRO Fleet Network

Ford Pro™ Fleet Network
Powertrain Private Offer



$500 INCENTIVE
FORD DIESEL ENGINES



$250 INCENTIVE
FORD TRANSMISSION ASSEMBLIES



$350 INCENTIVE
FORD GAS ENGINES

We are excited to announce an exclusive benefit for all fleets enrolled in the Ford Pro Fleet Network program! The 2024 Ford Pro Fleet Network Powertrain Private Offer is an immediate, off invoice discount on powertrains for all fleet customers enrolled in the Ford Pro Fleet Network program.

KEY PROGRAM HIGHLIGHTS:

- Offer is provided at point of sale, no claiming required.
- All Fleet customers enrolled in the Ford Pro Fleet Network program are eligible to participate and receive unlimited private offers during the program period of July 1, 2024 – December 31, 2024.
- 2024 Offer Amounts are:

ASSEMBLY	INCENTIVE
New or Remanufactured Genuine Ford 3.2L, 6.0L, 6.4L, 7.3L or 6.7L Diesel Engines	$500
New or Remanufactured Genuine Ford Gas Engines	$350
New or Remanufactured Genuine Ford Transmissions	$250

For more details, please contact your Fleet Parts Specialists.
Contact information can be found at **https://www.fordfleetnetwork.com/contactus**

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FORDPARTS | Motorcraft | Omnicraft | ROTUNDA DIAGNOSTICS | Quick Lane TIRE & AUTO CENTER

Ford PRO Fleet Network

Powertrain Private Offer

As Our Valued Partner

The Ford Pro™ Fleet Network (FPFN) Powertrain Private Offer (PPO) is an exciting and exclusive benefit for your commercial customers who are FPFN members to receive a discount at the time of purchase on eligible powertrain parts. While offering a rebate to your customers, this is also an opportunity to reward your outside sales representatives for each successful PPO sale.

How Your Customers Will Get The Discount

When a Ford Pro Fleet Network member visits your dealership, apply the discount to their repair order or invoice for the purchased powertrain parts. If your fleet customer is not already a member, encourage them to enroll at www.FordFleetNetwork.com.

Claim Submission Process

After completing the transaction and the customer has received their rebate:

1. Visit www.FordFleetNetwork.com
2. Log in to the Dealer/FAD section on the right side of your screen
3. Scroll down to view the PPO Claim Form
4. Submit the claim with the customer's relevant business information
5. Upload a copy of the transaction that shows the discount

Program Rules

- Offer valid only for fleets enrolled in Ford Pro Fleet Network
- Eligible for Ford Dealers, Lincoln Retailers and Ford Authorized Distributors for either invoices or repair orders
- All Ford Pro Fleet Network Fleets must be coded correctly within your DMS (coded F, G, or X)
- To confirm which fleets are eligible, please visit www.FordFleetNetwork.com
- Eligible Parts:
  - $500* off New or Remanufactured Genuine Ford 7.3L, 6.7L, 6.4L, 6.0L, & 3.2L Diesel Engine Assemblies
  - $350* off New or Remanufactured Genuine Ford Gas Engine Assemblies
  - $250* off New or Remanufactured Genuine Ford Transmission Assemblies

*If you would like to designate an additional $50 to the Ford Dealer OSRs/Counter Person/Powertrain Distributor Sales



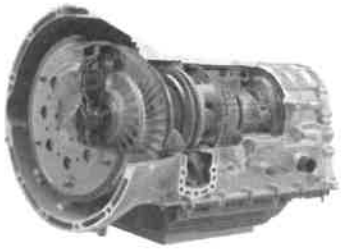
$500 Incentive

Ford Diesel Engines



$350 Incentive

Ford Gas Engines



$250 Incentive

Ford Transmission Assemblies

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Casa Crosses LLC

2 Business name/disregarded entity name, if different from above
Casa Ford Lincoln of Las Cruces

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
470 Boutz Rd.

Requester's name and address (optional)

6 City, state, and ZIP code
Las Cruces, NM 88005

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
9 3 - 1 6 5 9 4 5 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 7/28/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

MVD
NEW MEXICO

NEW MEXICO

2023 - 2024

TAXATION & REVENUE DEPARTMENT
MOTOR VEHICLE DIVISION

PURSUANT TO SECTION 66-4-1, NMSA 1978, the Person or Business Named Herein has been Licensed as a:

License Type	**Dealer**
License Number	**5781**
License Period	**21-Sep-2023 to 30-Sep-2024**
Business Name	**CASA FORD LINCOLN OF LAS CRUCES**
Business Location	**470 W BOUTZ RD LAS CRUCES NM 88005-3190**
Eligible Dealer Plates	**5**

2023 - 2024

This license is valid for the period indicated above.

The license shall be displayed in the office at the address shown above.

Letter ID:L1268515552

TAXATION & REVENUE NEW MEXICO

Audit & Compliance Division
Albuquerque District

Michelle Lujan Grisham
Governor

Stephanie Schardin Clarke
Cabinet Secretary

LUKE LOWENFIELD
CASA FORD OF LAS CRUCES
5815 MONTANA AVE
EL PASO, TX 79925-3307

August 9, 2023
NM Business Tax ID:
03-627452-00-6
Letter ID: L1468404336

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
10-Aug-2023	03627452006-GRT	10-Aug-2023
Business Location: 470 W BOUTZ RD		Business End Date
City and State: LAS CRUCES, NM		Zip Code: 88005-3190
Taxpayer Name: CASA CROSSES LLC		Taxpayer Type: LLC
Firm Name: CASA FORD OF LAS CRUCES		Filing Frequency: Monthly
Mailing Address: 5815 MONTANA AVE		
City and State: EL PASO, TX		Zip Code: 79925-3307

Form Revised 02/2003

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, and Municipal Gross Receipts Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrants business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

By _____

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
10-Aug-2023	03627452006-GRT	10-Aug-2023
Business Location: 470 W BOUTZ RD		Business End Date
City and State: LAS CRUCES, NM		Zip Code: 88005-3190
Taxpayer Name: CASA CROSSES LLC		Taxpayer Type: LLC
Firm Name: CASA FORD OF LAS CRUCES		Filing Frequency: Monthly
Mailing Address: 5815 MONTANA AVE		
City and State: EL PASO, TX		Zip Code: 79925-3307

Form Revised 02/2003

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, and Municipal Gross Receipts Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrants business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

By _____

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE

atL04 v42

10245733376013

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

2024 - 7

Type	Number
Business Registration License - VEHICLE SALES	25964-23
	Issue Date
	07/07/2023
	Expires
	7/31/2024

**** NOTICE ****

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

Business Name: Casa Ford Lincoln of Las Cruces

470 BOUTZ Rd
Las Cruces, NM

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

CASAFOR-01 CSHORES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/18/2024

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

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

PRODUCER License # 4682 Hub International Insurance Services 601 N. Mesa, Suite 1550 El Paso, TX 79901	CONTACT NAME: PHONE (A/C, No, Ext): (915) 206-6023 FAX (A/C, No): (866) 399-3972 E-MAIL ADDRESS: tex.elpasoinfo@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Phoenix Insurance Company	25623
INSURED Casa Cortina, LLC 470 Boutz Rd Las Cruces, NM 88005	INSURER B : Travelers Property Casualty Company of America	25674
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			AD9756R199	10/1/2023	10/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			AD9756R199	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP3L713839	10/1/2023	10/1/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Garage & Dealers			AD9756R199	10/1/2023	10/1/2024	See Desc of Ops	
A	Garage & Dealers			AD9756R199	10/1/2023	10/1/2024		500,000

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

****Garage Liability****
Hired & Non-Owned Auto
Garage & Dealers Limits:
$1,000,000 Occurrence
$3,000,000 Aggregate
Garagekeepers:
$500,000 Comprehensive
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: CASAFOR-01 CSHORES

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 4682	NAMED INSURED
Hub International Insurance Services		Casa Cortina, LLC 470 Boutz Rd Las Cruces, NM 88005
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
$500,000 Collision

Additional Named Insureds:
Casa Crosses, LLC
Casa Adzam, LLC
Casa Hamamatsu Two, LLC
Casa Las Cruces 23, LLC

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NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE

Casa FORD LAS CRUCES

Casa Ford of Las Cruces
470 West Boutz Road
Las Cruces, NM 88005
(575) 525-4500

WestStar Bank
El Paso, TX 79999-9100
88-1761
1120

CHECK# 1951

PAY **THIRTY FIVE DOLLARS AND 00/100**

DATE	AMOUNT
03/29/24	$35.00

TO THE ORDER OF
NM Taxation and Revenue Department
PO Box 5374
Santa Fe NM 87502-5374

VOID AFTER 90 DAYS

NON-NEGOTIABLE

AUTHORIZED SIGNATURE

NAME NUMBER DATE

NM Taxation and Revenue Department 377138 03/29/24

Application For New Mexico Business Preference Certification
J.Ch.
03/29/24 F068A 35.00

The Reynolds and Reynolds Company ERAINTAPOE SF7285573 Q (09/23)

REMITTANCE ADVICE
DETACH AND RETAIN

Casa Ford of Las Cruces
470 West Boutz Road
Las Cruces, NM 88005
(575) 525-4500

CHECK NO.	NET AMOUNT	
1951		$35.00

Exhibit "B"

24-25-055
Fleet Parts
And Supplies

CITY OF LAS CRUCES

PRICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of May, 2025 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Craig Entaggert Supplies, Inc., of 1100 W. Amador, Las Cruces, New Mexico, 88005, hereinafter called “CONTRACTOR”.

1. PRODUCT DESCRIPTION
Fleet parts and supplies

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall deliver PRODUCT as bid in response to the CITY’S Invitation to Bid No. 24-25-055 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

4. COMPENSATION
In consideration for CONTRACTOR’S satisfactory performance agreed to herein, the CITY shall compensate CONTRACTOR based upon pricing offered in CONTRACTOR’S response to the CITY’S Invitation to Bid No. 24-25-055. CONTRACTOR shall deliver product upon receipt of a purchase order from the CITY. The CITY cannot authorize costs to be incurred prior to such purchase order.

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

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

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2025 for a term of five (5) years through April 30, 2030. CONTRACTOR shall deliver PRODUCT in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR'S employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to

perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

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

17. INSURANCE

Insurance is not required under the terms of this Agreement.

18. INDEMNITY AND LIMITATION

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

19. APPLICABLE LAW

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

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

20. BREACH

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

21. DISPUTE RESOLUTION

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

22. NOTIFICATION

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Ruben Romero
With Copies to:	Purchasing Manager
TO CONTRACTOR:	Craig Entaggert Supplies, Inc. 1100 W. Amador Las Cruces, NM 88005 ATTENTION: Jon C. Martin

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

CRAIG ENTAGGERT SUPPLIES, INC.

BY: _____
Jon C. Martin
Owner

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

04/04/2025
City Attorney

24-25-055
Fleet Parts
And Supplies

EXHIBIT A

CITY OF LAS CRUCES

INVITATION TO BID

TITLE	BID #	DUE DATE/TIME
FLEET PARTS AND SUPPLIES RE-SOLICITATION	24-25-055	February 20, 2025 / 2:00 pm

Bid Submitted by: Craig Entaggert Supplies Inc.
(Company)

BIDDING CONDITIONS

Unless otherwise stated in the bid document, the following conditions apply.

1) Bidders are advised that all bids are subject to the legal requirements as provided for in the City of Las Cruces (City) Procurement Code, Chapter 24 Las Cruces Municipal Code (LCMC), 1998 available on the City's website: https://www.municode.com/library/nm/las_cruces/codes/code_of_ordinances?nodeId=PTIIMUCO_CH24PRCO
   a) Preference will be given to bidders residing within New Mexico and/or Las Cruces, NM, in accordance with §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, and Section 24-100, LCMC, 1998, of the City Procurement Code.
   b) Whenever bid specifications are for supplies or materials consisting of recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall receive a 5% preference pursuant to §13-1-21, NMSA, 1978.
   c) The application of multiple preferences shall be limited to ten percent (10%).
   d) Whenever federal funds that are subject to the U.S. OMB "Common Rule" and involved in the purchase of goods/services by the City, the preferences stated within this section are not applicable.
   e) DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF DURING THE BID PROCESS (from Public Notice through Award), OTHER THAN PURCHASING SECTION STAFF, WILL RENDER THE BID NON-COMPLIANT AND UNACCEPTABLE FOR AWARD.
   f) Bidder agrees to comply with all City, State and Federal rules and regulations.
   g) Bidder is responsible for complying with criminal laws prohibiting bribes, gratuities and kickbacks.

2) Bids must:
   a) be submitted typed or in ink on **UNALTERED City bid forms** for bid to be considered.
   b) be complete with required information.
   c) be signed by an authorized representative.
   d) be submitted separately and labeled as such when submitting more than one bid.
   e) state the manufacturer BRAND/MODEL NUMBER offered on all items along with brochures and specifications.
   f) include samples at no cost for evaluation purposes when required by the bid specifications or otherwise requested by the City.
   g) include a request for return of samples, by the supplier, otherwise samples shall become the property of the City after 60 days. (Bidders must arrange for and absorb the cost of any sample return.)
   h) be submitted in PDF format via e-mail to bidclerk@lascruces.gov with the bidder's company name, bid number and title, and due date/time in the subject line of the message.
   i) be received by the City Purchasing Section in the Bid Clerk e-mail inbox by the specified due date and time. Late bids shall not be accepted.

3) Pricing shall:
   a) state the UNIT PRICE and EXTENDED AMOUNT for each item or service offered. UNIT PRICES GOVERN ANY ERRORS IN THE EXTENSION and shall be stated F.O.B. - Destination; Prepaid Full Freight Allowed
   b) exclude any applicable taxes.
   c) be effective for 45 days.

4) Questions:
   a) MUST be submitted in writing and emailed to bidclerk@lascruces.gov referencing the bid number and title.
   b) will be accepted only up to one week prior to the bid due date/time.

5) Addenda:
   a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
   b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via email or mail.
   c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked REVISED.
   d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.

6) The City reserves the right to:
   a) determine responsible bidders and responsive bids.
   b) accept and award compliant bids based on the lowest:

i) Individual Unit Price, or
ii) Grouped Unit Price, or
iii) Lump Sum Unit Price; whichever is deemed most beneficial to the City.

c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought.
d) negotiate an extension of effective price dates.
e) change the quantity of bid items within their effective price date.
f) reject any or all bids partially or wholly.

7) It is the City's intent to award bids within 45 days of the bid due date.
a) Bidders may obtain bid results by contacting the Bid Clerk at bidclerk@lascruces.gov.
b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension.

Bid Form

Receipt of Addenda Nos. 0 is hereby acknowledged. (Where none received, place '0' in this space.)

Payment Terms: Net 30 Days Bidder guarantees delivery of items within 30 days

Pricing for this bid is effective through March 20th 2026 (price agreements are effective for one year from date of award)

NM Tax & Revenue Department Combined Reporting System (CRS) # 03-065547-00-1

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

Current CLC Business Registration # 1903-23 (for businesses residing within Las Cruces city limits)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes ____ No

NM Resident Veteran Certificate from NM Tax and Revenue Department enclosed ____ Yes X No

Federal Employer / Tax Identification # 20-4246242 (mandatory for all respondents)

In compliance with the Bid Specifications, Bidding Conditions, and Purchase Order Terms and Conditions, I, the undersigned, offer and agree to furnish any or all items upon which prices are offered at the price set opposite each item, to the City within the time specified.

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

COMPANY NAME & ADDRESS:

Craig Entaggert Supplies Inc.
1100 W. Amador
Las Cruces, NM 88005
575-524-1662
Phone

Fax

Jon C. Martin Owner
Typed or Printed Name of Authorized Representative & Title

Jon C Martin 2/11/2025
Signature Date

Jon.Martin@Craigentaggert.com
Email

Bid # 24-25-055

City of Las Cruces
NO-BID

Please return this form only if NOT SUBMITTING a bid.

In an effort to make the procurement of the City of Las Cruces goods and services as competitive as possible, we are soliciting information from vendors who cannot bid.

Completion of this form will assist us in evaluation factors, which relate to the competitiveness of our bids. Please check any of the boxes below which apply.

- ☐ Specifications – Restrictive, unclear, specialty item, etc.
- ☐ Manufacturing – Unique item, production time for model or item has expired, etc.
- ☐ Bid Time – Insufficient time to properly bid.
- ☐ Delivery Time – Specified delivery time cannot be met.
- ☐ Payment – Delay in payment process.
- ☐ Miscellaneous – Do not wish to bid, do not handle this type of item(s), unable to compete, etc.

The intent in obtaining this information is to utilize it to adjust procedures, if appropriate and to obtain maximum participation in the competitive bid process. Vendor comments are not restricted to those items listed. Please submit any statement relative to this bid, which you feel has an impact on your ability to bid.

VENDOR STATEMENT

_____

_____

_____

_____

_____

_____

COMPANY NAME & ADDRESS:

_____

_____

_____

_____
Phone

_____
Fax

TYPED OR PRINTED NAME OF AUTHORIZED REPRESENTATIVE & TITLE:

_____

_____
Signature Date

_____
Email

BID SUBMITTAL CHECK LIST

DESCRIPTION	COMMENT
Bid Form	Ensure bid is signed by representative stated on the form and completely filled out, as applicable, and especially that all addenda are acknowledged.
Resident Preference	To receive a 5% resident preference, submit Resident Business / Contractor certificate issued by the NM Tax and Revenue Department.
Resident Veteran Preference	To receive a 10% resident veteran preference, submit Resident Veteran Business / Contractor certificate issued by the NM Tax and Revenue Department.
Local Preference	To receive a 5% local preference, submit a current Business Registration License issued by the City of Las Cruces Community Development Department.

CITY OF LAS CRUCES
FLEET PARTS AND SUPPLIES RE-SOLICITATION

I. Introduction

The City of Las Cruces (City) seeks to contract with qualified vendors for the purchase and delivery of parts and supplies for, but not limited to, automotive, heavy equipment, trailers, gasoline engines, diesel engines, and shop tools and supplies on an annual as-needed basis. The City requires new highest quality or grade parts, for a broad variety of vehicles and equipment, and may decide to award to multiple vendors to ensure product quality and availability. Quantities of order may vary from order to order. No commitment to purchase is made via this solicitation.

Enclosed is a draft Agreement to be entered for the proposed parts and supplies. The Agreement's term shall be for five (5) years. This Agreement does not authorize the purchase of batteries, tires, and other products that are currently available through other active City of Las Cruces price agreements.

II. Bid Items

Table A: Aftermarket parts and shop supplies with percent (%) discounts. Catalog **MUST** be provided.

ITEM	DESCRIPTION	Discount %
1	General Automotive Parts	5%
2	Transmission Parts	5%
3	Gasoline Engine Parts	5%
4	Diesel Engine Parts	5%
5	General Shop Supplies	5%
6	Restocking Fee	5%
7	Percentage Off Catalog	

Table B: Light to Medium Manufacturer/Brand Names Offered with percent (%) discounts. Catalog **MUST** be provided.

Item	Product/Category	Manufacturer/Brand Names (add additional offered in blanks)	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
1	Alternators & Starters	AC Delco		
		Beck/Armley		
		Motorcraft		
		FORD OEM		
		GM OEM		
		Chrysler OEM		
2	Bearings (Ball & Roller	BCA	5%	
		Timkin	5%	
		National	5%	
3	Belts, Hoses & Clamps	Gates		
		Goodyear		
		Ideal		
		Motorcraft		
		FORD OEM		
		GM OEM		
		Chrysler OEM		
4	Brakes (Pads & Shoes)	Bendix		
		Eaton		
		Meritor		
		Raybestos		
		Performance Friction		
		Motorcraft		
		FORD OEM		
		GM OEM		
5	Brakes (Drums & Rotors)	Guinte		
		Vipar		
		United		
		Meritor		
		Motorcraft		
		FORD OEM		
		GM OEM		
		NAPA		

Bid # 24-25-055

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provider Catalog
6	Brakes (Calipers)	Vipar		
		NAPA		
		Break Best		
		Motorcraft		
		AC Delco		
		Ford OEM		
		GM OEM		
7	Caps & Thermostats	Stant		
		Murray		
		Motorcraft		
		Ford OEM		
		GM OEM		
		AC Delco		
8	Electrical & Ignition	AC Delco		
		Motorcraft		
		Autolite		
		Champion		
		Standard		
		Ford OEM		
		GM OEM		
9	Emissions & Exhaust	AC Delco		
		Motorcraft		
		Walker		
		Ford OEM		
		GM OEM		
10	Filters (Air, Fuel, Oil)	AC Delco	5%	
		Motorcraft	5%	
		Wix	5%	
		Fram	5%	
		MicroGuard	5%	

Bid # 24-25-055

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
11	Gaskets & Seals	AC Delco	5%	
		National	5%	
		C/R	5%	
		Motorcraft	5%	
		Ford OEM	5%	
		GM OEM	5%	
12	Heating & Air Conditioning	AC Delco		
		Motorcraft		
		Murray		
		Ford OEM		
		GM OEM		
13	Lamps, Lighting & Mirrors	Federal Signal		
		Grote		
		Retrac		
		Wagner		
		Trucklite		
		Sylvania		
		Eiko		
14	Power Steering Pumps	A-1 Cardone		
		NAPA		
		Motorcraft		
		AC Delco		
		Ford OEM		
		GM OEM		
15	Pumps (fuel & water)	AC Delco		
		Motorcraft		
		TRW		
		Airtex		
		Ford OEM		
		GM OEM		
16	Steering & Suspension	Moog		
		Monroe		
		Motorcraft		
		AC Delco		

Bid # 24-25-055

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
17	Universal Joints	Precision	5%	
		Spicer	5%	
		Master Pro	5%	
		NAPA	5%	
		AC Delco	5%	
		Motorcraft	5%	
18	Wipers	Anco		
		Motorcraft		
		Trico		
		Rain X		
		Bosch		
19	Wheel Accessories	Moog		
		Ford OEM		
		GM OEM		
		Chrysler OEM		
20	Spark Plugs & Wires	AC Delco		
		Champion		
		Motorcraft		
		Autolite		
		Bosch		

Table C: Heavy Duty Parts (Please add additional manufacturers offered in blanks)

Item	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
1	Allison		
2	Bendix		
3	CE Nieoff		
4	Chevrolet		
5	Chicago Rawhide	5%	
6	Cole Hersee		
7	Cummins		
8	Delco		
9	Detroit Diesel		
10	Donaldson		
11	Eaton	5%	
12	Firestone		
13	Fleetguard		
14	Ford		
15	Gates	5%	
16	Grote		
17	Goodyear		
18	Meritor		
19	Midland		
20	Monroe		
21	Motorcraft		
22	National	5%	
23	Signal Stat		
24	Spicer	5%	
25	Stemco		
26	Stewart Warner		
27	Sylvania		
28	Trucklite		
29	Velvac		
30	Wabco		
31	Wagner		
32			
33			
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38			
39			
40			

III. Scope of Work

A. General
   1. The City of Las Cruces Fleet, Solid Waste, and Transit maintenance shops are the only authorized sections to purchase parts and supplies for vehicles and equipment. The City shall not be obligated to compensate vendors for parts and supplies purchased for units without prior approval from said maintenance shops.
   2. Safety Data Sheets (SDS) shall be provided to the City, with chemicals and materials. Selected vendors shall be responsible for forwarding regular updates to the City.

B. Parts, Tools, & Supplies. List of parts, tools, and supplies that are included but not limited to the following:
   1. Parts:
      a. Fasteners: Nuts, bolts, screws, washers, etc.
      b. Electrical Components: Wires, connectors, switches, fuses, sensors.
      c. Hydraulic Components: Hoses, fittings, seals, cylinders, pumps.
      d. Engine Components: Filters, belts, gaskets, spark plugs, etc.
      e. Transmission Components: Gears, bearings, clutches.
      f. Body Parts: Panels, fenders, lights, mirrors.
      g. Consumables: Fluids (oil, coolant, grease, filters, belts, etc.
   2. Tools:
      a. Hand Tools: Wrenches, screwdrivers, pliers, hammers, sockets, etc.
      b. Power Tools: Drills, grinders, saws, impact wrenches, etc.
      c. Diagnostic Tools: Scanners, multimeters, pressure gages, thermometers.
      d. Specialized Tools: Tools specific to the equipment being maintained (e.g., alignment tools, torque wrenches).
   3. Supplies:
      a. Cleaning Supplies: Detergents, solvents, rags, shop towels.
      b. Safety Equipment: Gloves, safety glasses, ear protection, respirators.
      c. Consumables: Lubricants, adhesives, sealants.

C. Pricing & Invoicing
   1. Discounts are to be applied to the published Manufacturer Suggested Retail Price (MSRP).
   2. Vendor shall provide the necessary product catalogs (preferably e-catalogs with on-line access) to identify purchased goods and verify price of such goods.
   3. The City reserves the right to conduct an audit at any time during the term of this Agreement to assure that pricing is in compliance with the submitted price list.
   4. Parts and supplies that will exceed one thousand ($1,000.00) dollars shall require pre-approval by the City. Cost estimates shall be provided by the vendor.
   5. Detailed invoicing is to be submitted at time of delivery and shall include:
      a. Purchase Order Number
      b. Manufacturer
      c. Manufacturer Part Number

d. Quantity
e. Retail Price
f. Discounted Price
g. Extended cost

6. Separate invoices shall be rendered for each and every complete delivery.

D. Warranty

1. The Vendor shall provide full factory warranty on all products furnished, against defects in materials and/or workmanship. The warrant shall start on the date of delivery and acceptance by the City.

E. Delivery

1. The Vendor shall deliver, or arrange for delivery, of all products procured by the City under this Agreement. Products shall be delivered F.O.B. destination; packaging, shipping, handling, fuel surcharges and delivery included, with inside delivery. All locations have the following hours of operations:
    a. Monday – Thursday 7:00 am – 4:00 pm
    b. Friday 7:00 am – 12:00 pm
    c. Hours operations may differ by location, vendor shall confirm delivery times when fulfilling orders.
2. Delivery Locations. Locations have a flat surface from the parking lot and a forklift and/or a pallet jack for loading/unloading.
    a. 1501 E. Hadley Building C, Las Cruces NM 88001
    b. 680 Motel Boulevard, Las Cruces NM 88007
    c. 1670 Valley Drive, Las Cruces NM 88005
    d. 2340 Westway Avenue, Las Cruces NM 88005
3. Delivery Deadlines & Timeframes.
    a. Standard Deliveries: Should be specified based on part(s) or supplies availability.
    b. Local vendors with immediate part/supply availability:
        1. Vendors inside the city limits: Deliveries to the requested location should not exceed 30 minutes. Vendors must clearly communicate any restrictions that may prevent them from satisfying this timeframe.
        2. Vendors outside the city limits: Deliveries to the requested location should not exceed 24 hours.
        3. Deliveries shall not exceed a 24-hour period without notification of Fleet Services staff.
    c. Lead/Processing Times: Must be established and/or stated separately from delivery timeframes to avoid confusion regarding overall delivery timelines.
4. Vendor must not charge a restocking fee for products returned withing a thirty (30) day period.

PRICE INCREASES:
All prices quoted shall be firm and fixed as bid for one year of the agreement. Pass-through price adjustments will be accepted after one year and on an annual basis thereafter provided said adjustments(s) are submitted in writing with thirty (30) calendar days' advance notice and are accompanied by written documentation of the manufacturer's price increase. Price adjustment requests shall be sent to the named buyer.

PRICE DECREASES:
If the offeror receives any cost decrease from the supplier of the goods sold to the City through a contract resulting from this request, the offeror shall notify the City within 24 hours of such decrease and pass such decreases to the City immediately.

"OR APPROVED EQUAL" CLARIFICATIONS:
Brand names are used for the purpose of describing the standard quality, performance, and characteristics required and are not intended to limit or restrict competition. Requests for approved equals, including detailed technical specifications, are to be submitted with bid by bid due date.

"Equals" or "Equivalents" to these specifications may be considered; provided bidder furnishes sufficient proof that their offer meets or exceeds the intent of these specifications. The acceptance or rejection of equals or equivalents shall be determined solely by the City of Las Cruces.

LOCAL PREFERENCE NOTICE

To receive 5% local preference, submit a current copy of the respondent's Business Registration License issued by the City of Las Cruces Community Development Department.

NEW MEXICO RESIDENT PREFERENCE NOTICE

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

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

Firms seeking this 5% preference are encouraged to apply with the New Mexico Tax and Revenue Department to receive certification as a "resident business" or "resident contractor". Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

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

NEW MEXICO RESIDENT VETERAN BUSINESS NOTICE

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

Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

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

PREFERENCE FOR RECYCLED CONTENT GOODS

Whenever specifications for supplies or materials provide bidders opportunity to offer items made with recycled content good, and, when bids are received for both recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall be deemed five percent (5%) lower than the bids actually submitted provided that the recycled materials content meets or exceeds the minimum content standards required by bid specifications. "Recycled content goods" means supplies and materials composed of a minimum of twenty-five percent (25%) of recycled materials or more as specified herein.

TAXATION REVENUE NEW MEXICO

Audit & Compliance Division
Albuquerque District

Michelle Lujan Grisham
Governor

Stephanie Schardin Clarke
Cabinet Secretary

CRAIGENTAGGERT SUPPLY, INC.
PO BOX 1406
FAIRACRES, NM 88033-1406

July 4, 2021
NM Business Tax ID:
03-065547-00-1
Letter ID: L1403868592

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
01-Mar-2006	03065547001-GRT	01-Mar-2006
Business Location: 1100 W AMADOR AVE		Business End Date:
City and State: LAS CRUCES, NM		Zip Code: 88005-2735
Taxpayer Name: CRAIGENTAGGERT SUPPLY, INC.		Taxpayer Type: S Corp
Firm Name: CRAIGENTAGGERT SUPPLY, INC.		Filing Frequency: Monthly
Mailing Address: 1100 W AMADOR AVE		
City and State: LAS CRUCES, NM		Zip Code: 88005-2735

Form Revised 02/2003

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, and Municipal Gross Receipts Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrants business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

By _____

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
01-Mar-2006	03065547001-GRT	01-Mar-2006
Business Location: 1100 W AMADOR AVE		Business End Date:
City and State: LAS CRUCES, NM		Zip Code: 88005-2735
Taxpayer Name: CRAIGENTAGGERT SUPPLY, INC.		Taxpayer Type: S Corp
Firm Name: CRAIGENTAGGERT SUPPLY, INC.		Filing Frequency: Monthly
Mailing Address: 1100 W AMADOR AVE		
City and State: LAS CRUCES, NM		Zip Code: 88005-2735

Form Revised 02/2003

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, and Municipal Gross Receipts Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrants business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

By _____

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE

atL04 v40

10824221696446

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

2025 - 3

Type	Number
Business Registration License - WHOLESALE	19023-23
	Issue Date
	02/21/2024
	Expires
	3/30/2025

**** NOTICE ****

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

Business Name: Craigentaggert Supply Inc

1100 W AMADOR Ave #A
Las Cruces,

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

Exhibit "C"

24-25-055
Fleet Parts
And Supplies

CITY OF LAS CRUCES

PRICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of May, 2025 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and CT Rush Inc. DBA Mighty of El Paso, of 7198 Merchant Ave., Suite C2, El Paso, Texas, 79915, hereinafter called “CONTRACTOR”.

1. PRODUCT DESCRIPTION
Fleet parts and supplies

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall deliver PRODUCT as bid in response to the CITY’S Invitation to Bid No. 24-25-055 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

4. COMPENSATION
In consideration for CONTRACTOR’S satisfactory performance agreed to herein, the CITY shall compensate CONTRACTOR based upon pricing offered in CONTRACTOR’S response to the CITY’S Invitation to Bid No. 24-25-055. CONTRACTOR shall deliver product upon receipt of a purchase order from the CITY. The CITY cannot authorize costs to be incurred prior to such purchase order.

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

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

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2025 for a term of five (5) years through April 30, 2030. CONTRACTOR shall deliver PRODUCT in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR'S employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to

perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

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

17. INSURANCE

Insurance is not required under the terms of this Agreement.

18. INDEMNITY AND LIMITATION

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

19. APPLICABLE LAW

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

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

20. BREACH

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

21. DISPUTE RESOLUTION

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

22. NOTIFICATION

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Ruben Romero
With Copies to:	Purchasing Manager
TO CONTRACTOR:	CT Rush Inc. DBA Mighty of El Paso 7198 Merchant Ave. Ste C2 El Paso, TX 79915 ATTENTION: Hector Ruiz

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

CT RUSH INC. DBA MIGHTY OF EL PASO

BY: _____
Hector Ruiz
General Manager

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

04/04/2025
City Attorney

24-25-055
Fleet Parts
And Supplies

EXHIBIT A

CITY OF LAS CRUCES

INVITATION TO BID

TITLE	BID #	DUE DATE/TIME
FLEET PARTS AND SUPPLIES RE-SOLICITATION	24-25-055	February 20, 2025 / 2:00 pm

Bid Submitted by: CT RUSH INC dba Mighty of El Paso _____

BIDDING CONDITIONS

Unless otherwise stated in the bid document, the following conditions apply.

1) Bidders are advised that all bids are subject to the legal requirements as provided for in the City of Las Cruces (City) Procurement Code, Chapter 24 Las Cruces Municipal Code (LCMC), 1998 available on the City's website: https://www.municode.com/library/nm/las_cruces/codes/code_of_ordinances?nodeId=PTIIMUCO_CH24PRCO

   a) Preference will be given to bidders residing within New Mexico and/or Las Cruces, NM, in accordance with §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, and Section 24-100, LCMC, 1998, of the City Procurement Code.
   b) Whenever bid specifications are for supplies or materials consisting of recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall receive a 5% preference pursuant to §13-1-21, NMSA, 1978.
   c) The application of multiple preferences shall be limited to ten percent (10%).
   d) Whenever federal funds that are subject to the U.S. OMB "Common Rule" and involved in the purchase of goods/services by the City, the preferences stated within this section are not applicable.
   e) DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF DURING THE BID PROCESS (from Public Notice through Award), OTHER THAN PURCHASING SECTION STAFF, WILL RENDER THE BID NON-COMPLIANT AND UNACCEPTABLE FOR AWARD.
   f) Bidder agrees to comply with all City, State and Federal rules and regulations.
   g) Bidder is responsible for complying with criminal laws prohibiting bribes, gratuities and kickbacks.

2) Bids must:
   a) be submitted typed or in ink on **UNALTERED City bid forms** for bid to be considered.
   b) be complete with required information.
   c) be signed by an authorized representative.
   d) be submitted separately and labeled as such when submitting more than one bid.
   e) state the manufacturer BRAND/MODEL NUMBER offered on all items along with brochures and specifications.
   f) include samples at no cost for evaluation purposes when required by the bid specifications or otherwise requested by the City.
   g) include a request for return of samples, by the supplier, otherwise samples shall become the property of the City after 60 days. (Bidders must arrange for and absorb the cost of any sample return.)
   h) be submitted in PDF format via e-mail to bidclerk@lascruces.gov with the bidder's company name, bid number and title, and due date/time in the subject line of the message.
   i) be received by the City Purchasing Section in the Bid Clerk e-mail inbox by the specified due date and time. Late bids shall not be accepted.

3) Pricing shall:
   a) state the UNIT PRICE and EXTENDED AMOUNT for each item or service offered. UNIT PRICES GOVERN ANY ERRORS IN THE EXTENSION and shall be stated F.O.B. - Destination; Prepaid Full Freight Allowed
   b) exclude any applicable taxes.
   c) be effective for 45 days.

4) Questions:
   a) MUST be submitted in writing and emailed to bidclerk@lascruces.gov referencing the bid number and title.
   b) will be accepted only up to one week prior to the bid due date/time.

5) Addenda:
   a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
   b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via email or mail.
   c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked REVISED.
   d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.

6) The City reserves the right to:
   a) determine responsible bidders and responsive bids.
   b) accept and award compliant bids based on the lowest:

i) Individual Unit Price, or
ii) Grouped Unit Price, or
iii) Lump Sum Unit Price; whichever is deemed most beneficial to the City.

c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought
d) negotiate an extension of effective price dates
e) change the quantity of bid items within their effective price date.
f) reject any or all bids partially or wholly.

7) It is the City's intent to award bids within 45 days of the bid due date.
   a) Bidders may obtain bid results by contacting the Bid Clerk at bidclerk@lascruces.gov.
   b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension

Bid Form

Receipt of Addenda Nos. _____ is hereby acknowledged. (Where none received, place '0' in this space.)

Payment Terms: Net 30 Days Bidder guarantees delivery of items within 30_____days

Pricing for this bid is effective through_____(price agreements are effective for one year from date of award)

NM Tax & Revenue Department Combined Reporting System (CRS) # _____

Current NM Secretary of State Business ID # 03578371000-GRT_____(corporations only)

Current CLC Business Registration # _____(for businesses residing within Las Cruces city limits)

NM Resident Certificate from NM Tax and Revenue Department enclosed _____Yes X____No

NM Resident Veteran Certificate from NM Tax and Revenue Department enclosed _____Yes X____No

Federal Employer / Tax Identification # 27-3178084

In compliance with the Bid Specifications, Bidding Conditions, and Purchase Order Terms and Conditions, I, the undersigned, offer and agree to furnish any or all items upon which prices are offered at the price set opposite each item, to the City within the time specified.

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

COMPANY NAME & ADDRESS:

CT RUSH INC dba Mighty of el Paso

7198 Merchant Ave Ste C2

915 356 0015
Phone

Fax

Hector Ruiz General Manager
Typed or Printed Name of Authorized Representative & Title

Signature

02/19/2025
Date

hrctrush@gmail.com
Email

Bid # 24-25-055

BID SUBMITTAL CHECK LIST

DESCRIPTION	COMMENT
Bid Form	Ensure bid is signed by representative stated on the form and completely filled out, as applicable, and especially that all addenda are acknowledged.
Resident Preference	To receive a 5% resident preference, submit Resident Business / Contractor certificate issued by the NM Tax and Revenue Department.
Resident Veteran Preference	To receive a 10% resident veteran preference, submit Resident Veteran Business / Contractor certificate issued by the NM Tax and Revenue Department.
Local Preference	To receive a 5% local preference, submit a current Business Registration License issued by the City of Las Cruces Community Development Department.

CITY OF LAS CRUCES
FLEET PARTS AND SUPPLIES RE-SOLICITATION

I. Introduction

The City of Las Cruces (City) seeks to contract with qualified vendors for the purchase and delivery of parts and supplies for, but not limited to, automotive, heavy equipment, trailers, gasoline engines, diesel engines, and shop tools and supplies on an annual as-needed basis. The City requires new highest quality or grade parts, for a broad variety of vehicles and equipment, and may decide to award to multiple vendors to ensure product quality and availability. Quantities of order may vary from order to order. No commitment to purchase is made via this solicitation.

Enclosed is a draft Agreement to be entered for the proposed parts and supplies. The Agreement's term shall be for five (5) years. This Agreement does not authorize the purchase of batteries, tires, and other products that are currently available through other active City of Las Cruces price agreements.

II. Bid Items

Table A: Aftermarket parts and shop supplies with percent (%) discounts. Catalog **MUST** be provided.

ITEM	DESCRIPTION	Discount %
1	General Automotive Parts	
2	Transmission Parts	
3	Gasoline Engine Parts	
4	Diesel Engine Parts	
5	General Shop Supplies	
6	Restocking Fee	
7	Percentage Off Catalog	

Table B: Light to Medium Manufacturer/Brand Names Offered with percent (%) discounts. Catalog **MUST** be provided.

Item	Product/Category	Manufacturer/Brand Names (add additional offered in blanks)	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
1	Alternators & Starters	AC Delco	N/A	N/A
		Beck/Armley	N/A	N/A
		Motorcraft	N/A	N/A
		FORD OEM	N/A	N/A
		GM OEM	N/A	N/A
		Chrysler OEM	N/A	N/A
2	Bearings (Ball & Roller	BCA	N/A	N/A
		Timkin	N/A	N/A
		National	N/A	N/A
3	Belts, Hoses & Clamps	Gates		
		Goodyear		
		Ideal		
		Motorcraft		
		FORD OEM		
		GM OEM		
		Chrysler OEM		
4	Brakes (Pads & Shoes)	Bendix		
		Eaton		
		Meritor		
		Raybestos		
		Performance Friction		
		Motorcraft		
		FORD OEM		
		GM OEM		
5	Brakes (Drums & Rotors)	Guinte		
		Vipar		
		United		
		Meritor		
		Motorcraft		

		FORD OEM		
		GM OEM		
		NAPA		

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provider Catalog
6	Brakes (Calipers)	Vipar		
		NAPA		
		Break Best		
		Motorcraft		
		AC Delco		
		Ford OEM		
		GM OEM		
7	Caps & Thermostats	Stant		
		Murray		
		Motorcraft		
		Ford OEM		
		GM OEM		
		AC Delco		
8	Electrical & Ignition	AC Delco		
		Motorcraft		
		Autolite		
		Champion		
		Standard		
		Ford OEM		
		GM OEM		
9	Emissions & Exhaust	AC Delco		
		Motorcraft		
		Walker		
		Ford OEM		
		GM OEM		
10	Filters (Air, Fuel, Oil)	AC Delco		
		Motorcraft		
		Wix		
		Fram		
		MicroGuard		
		Mighty Autoparts Air	**25%**	**Price List attached**
		Mighty Autoparts Oil Filters	**35%**	**Price List attached**
			Electronic Catalog Link	**https://crosstrek-hub.mightyautoparts.com/MCM/Registration.jsp**

Bid # 24-25-055

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
11	Gaskets & Seals	AC Delco	N/A	N/A
		National	N/A	N/A
		C/R	N/A	N/A
		Motorcraft	N/A	N/A
		Ford OEM	N/A	N/A
		GM OEM	N/A	N/A
12	Heating & Air Conditioning	AC Delco	N/A	N/A
		Motorcraft	N/A	N/A
		Murray	N/A	N/A
		Ford OEM	N/A	N/A
		GM OEM	N/A	N/A
				N/A
13	Lamps, Lighting & Mirrors	Federal Signal		
		Grote		
		Retrac		
		Wagner		
		Trucklite		
		Sylvania		
		Eiko		
14	Power Steering Pumps	A-1 Cardone	N/A	N /A
		NAPA		
		Motorcraft		
		AC Delco		
		Ford OEM		
		GM OEM		
15	Pumps (fuel & water)	AC Delco	N/A	N/A
		Motorcraft		
		TRW		
		Airtex		
		Ford OEM		
		GM OEM		

16	Steering & Suspension	Moog		
		Monroe		
		Motorcraft		
		AC Delco		
Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
17	Universal Joints	Precision		
		Spicer		
		Master Pro		
		NAPA		
		AC Delco		
		Motorcraft		
18	Wipers	Anco		
		Motorcraft		
		Trico		
		Rain X		
		Bosch		
		Mighty Autoparts Wipers	**20%**	**Price list attached**
			Electronic Catalog Link	**https://crosstrek-hub.mightyautoparts.com/MCM/Registration.jsp**
19	Wheel Accessories	Moog		
		Ford OEM		
		GM OEM		
		Chrysler OEM		
20	Spark Plugs & Wires	AC Delco		
		Champion		
		Motorcraft		
		Autolite		
		Bosch		

Table C: Heavy Duty Parts (Please add additional manufacturers offered in blanks)

Item	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
1	Allison		
2	Bendix		
3	CE Nieoff		
4	Chevrolet		
5	Chicago Rawhide		
6	Cole Hersee		
7	Cummins		
8	Delco		
9	Detroit Diesel		
10	Donaldson		
11	Eaton		
12	Firestone		
13	Fleetguard		
14	Ford		
15	Gates		
16	Grote		
17	Goodyear		
18	Meritor		
19	Midland		
20	Monroe		
21	Motorcraft		
22	National		
23	Signal Stat		
24	Spicer		
25	Stemco		
26	Stewart Warner		
27	Sylvania		
28	Trucklite		
29	Velvac		
30	Wabco		
31	Wagner		
32			
33			
34			
35			
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38			
39			
40			

III. Scope of Work

A. General
    1. The City of Las Cruces Fleet, Solid Waste, and Transit maintenance shops are the only authorized sections to purchase parts and supplies for vehicles and equipment. The City shall not be obligated to compensate vendors for parts and supplies purchased for units without prior approval from said maintenance shops.
    2. Safety Data Sheets (SDS) shall be provided to the City, with chemicals and materials. Selected vendors shall be responsible for forwarding regular updates to the City.

B. Parts, Tools, & Supplies. List of parts, tools, and supplies that are included but not limited to the following:
    1. Parts:
        a. Fasteners: Nuts, bolts, screws, washers, etc.
        b. Electrical Components: Wires, connectors, switches, fuses, sensors.
        c. Hydraulic Components: Hoses, fittings, seals, cylinders, pumps.
        d. Engine Components: Filters, belts, gaskets, spark plugs, etc.
        e. Transmission Components: Gears, bearings, clutches.
        f. Body Parts: Panels, fenders, lights, mirrors.
        g. Consumables: Fluids (oil, coolant, grease, filters, belts, etc.
    2. Tools:
        a. Hand Tools: Wrenches, screwdrivers, pliers, hammers, sockets, etc.
        b. Power Tools: Drills, grinders, saws, impact wrenches, etc.
        c. Diagnostic Tools: Scanners, multimeters, pressure gages, thermometers.
        d. Specialized Tools: Tools specific to the equipment being maintained (e.g., alignment tools, torque wrenches).
    3. Supplies:
        a. Cleaning Supplies: Detergents, solvents, rags, shop towels.
        b. Safety Equipment: Gloves, safety glasses, ear protection, respirators.
        c. Consumables: Lubricants, adhesives, sealants.

C. Pricing & Invoicing
    1. Discounts are to be applied to the published Manufacturer Suggested Retail Price (MSRP).
    2. Vendor shall provide the necessary product catalogs (preferably e-catalogs with on-line access) to identify purchased goods and verify price of such goods.
    3. The City reserves the right to conduct an audit at any time during the term of this Agreement to assure that pricing is in compliance with the submitted price list.
    4. Parts and supplies that will exceed one thousand ($1,000.00) dollars shall require pre-approval by the City. Cost estimates shall be provided by the vendor.
    5. Detailed invoicing is to be submitted at time of delivery and shall include:
        a. Purchase Order Number
        b. Manufacturer
        c. Manufacturer Part Number

d. Quantity
e. Retail Price
f. Discounted Price
g. Extended cost

6. Separate invoices shall be rendered for each and every complete delivery.

D. Warranty

1. The Vendor shall provide full factory warranty on all products furnished, against defects in materials and/or workmanship. The warrant shall start on the date of delivery and acceptance by the City.

E. Delivery

1. The Vendor shall deliver, or arrange for delivery, of all products procured by the City under this Agreement. Products shall be delivered F.O.B. destination; packaging, shipping, handling, fuel surcharges and delivery included, with inside delivery. All locations have the following hours of operations:
    a. Monday – Thursday 7:00 am – 4:00 pm
    b. Friday 7:00 am – 12:00 pm
    c. Hours operations may differ by location, vendor shall confirm delivery times when fulfilling orders.
2. Delivery Locations. Locations have a flat surface from the parking lot and a forklift and/or a pallet jack for loading/unloading.
    a. 1501 E. Hadley Building C, Las Cruces NM 88001
    b. 680 Motel Boulevard, Las Cruces NM 88007
    c. 1670 Valley Drive, Las Cruces NM 88005
    d. 2340 Westway Avenue, Las Cruces NM 88005
3. Delivery Deadlines & Timeframes.
    a. Standard Deliveries: Should be specified based on part(s) or supplies availability.
    b. Local vendors with immediate part/supply availability:
        1. Vendors inside the city limits: Deliveries to the requested location should not exceed 30 minutes. Vendors must clearly communicate any restrictions that may prevent them from satisfying this timeframe.
        2. Vendors outside the city limits: Deliveries to the requested location should not exceed 24 hours.
        3. Deliveries shall not exceed a 24-hour period without notification of Fleet Services staff.
    c. Lead/Processing Times: Must be established and/or stated separately from delivery timeframes to avoid confusion regarding overall delivery timelines.
4. Vendor must not charge a restocking fee for products returned withing a thirty (30) day period.

PRICE INCREASES:

All prices quoted shall be firm and fixed as bid for one year of the agreement. Pass-through price adjustments will be accepted after one year and on an annual basis thereafter provided said adjustments(s) are submitted in writing with thirty (30) calendar days' advance notice and are accompanied by written documentation of the manufacturer's price increase. Price adjustment requests shall be sent to the named buyer.

PRICE DECREASES:

If the offeror receives any cost decrease from the supplier of the goods sold to the City through a contract resulting from this request, the offeror shall notify the City within 24 hours of such decrease and pass such decreases to the City immediately.

"OR APPROVED EQUAL" CLARIFICATIONS:

Brand names are used for the purpose of describing the standard quality, performance, and characteristics required and are not intended to limit or restrict competition. Requests for approved equals, including detailed technical specifications, are to be submitted with bid by bid due date.

"Equals" or "Equivalents" to these specifications may be considered; provided bidder furnishes sufficient proof that their offer meets or exceeds the intent of these specifications. The acceptance or rejection of equals or equivalents shall be determined solely by the City of Las Cruces.

LOCAL PREFERENCE NOTICE

To receive 5% local preference, submit a current copy of the respondent's Business Registration License issued by the City of Las Cruces Community Development Department.

NEW MEXICO RESIDENT PREFERENCE NOTICE

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

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

Firms seeking this 5% preference are encouraged to apply with the New Mexico Tax and Revenue Department to receive certification as a "resident business" or "resident contractor". Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

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

NEW MEXICO RESIDENT VETERAN BUSINESS NOTICE

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

Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

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

PREFERENCE FOR RECYCLED CONTENT GOODS

Whenever specifications for supplies or materials provide bidders opportunity to offer items made with recycled content good, and, when bids are received for both recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall be deemed five percent (5%) lower than the bids actually submitted provided that the recycled materials content meets or exceeds the minimum content standards required by bid specifications. "Recycled content goods" means supplies and materials composed of a minimum of twenty-five percent (25%) of recycled materials or more as specified herein.

Exhibit "D"
24-25-055
Fleet Parts
And Supplies

CITY OF LAS CRUCES
PRICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of May, 2025 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Tourbillon Enterprises, LLC, of 9038 Garvey Avenue #102, Rosemead, California, 91770, hereinafter called “CONTRACTOR”.

1. PRODUCT DESCRIPTION
Fleet parts and supplies

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall deliver PRODUCT as bid in response to the CITY’S Invitation to Bid No. 24-25-055 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

4. COMPENSATION
In consideration for CONTRACTOR’S satisfactory performance agreed to herein, the CITY shall compensate CONTRACTOR based upon pricing offered in CONTRACTOR’S response to the CITY’S Invitation to Bid No. 24-25-055. CONTRACTOR shall deliver product upon receipt of a purchase order from the CITY. The CITY cannot authorize costs to be incurred prior to such purchase order.

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

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

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2025 for a term of five (5) years through April 30, 2030. CONTRACTOR shall deliver PRODUCT in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR'S employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to

perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP
Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

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

17. INSURANCE
Insurance is not required under the terms of this Agreement.

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

19. APPLICABLE LAW

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

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

20. BREACH

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

21. DISPUTE RESOLUTION

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

22. NOTIFICATION

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Ruben Romero
With Copies to:	Purchasing Manager
TO CONTRACTOR:	Tourbillon Enterprises, LLC 9038 Garvey Avenue #102 Rosemead, CA 91770 ATTENTION: Yoonie Bae

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

TOURBILLON ENTERPRISES, LLC

BY: _____
Yoonie Bae
Managing Member

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

04/04/2025
City Attorney

24-25-055
Fleet Parts
And Supplies

EXHIBIT A

CITY OF LAS CRUCES

INVITATION TO BID

TITLE	BID #	DUE DATE/TIME
FLEET PARTS AND SUPPLIES RE-SOLICITATION	**24-25-055**	**February 20, 2025 / 2:00 pm**

Bid Submitted by: Tourbillon Enterprises LLC
(Company)

BIDDING CONDITIONS

Unless otherwise stated in the bid document, the following conditions apply.

1) Bidders are advised that all bids are subject to the legal requirements as provided for in the City of Las Cruces (City) Procurement Code, Chapter 24 Las Cruces Municipal Code (LCMC), 1998 available on the City's website: https://www.municode.com/library/nm/las_cruces/codes/code_of_ordinances?nodeId=PTIIMUCO_CH24PRCO

   a) Preference will be given to bidders residing within New Mexico and/or Las Cruces, NM, in accordance with §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, and Section 24-100, LCMC, 1998, of the City Procurement Code.
   b) Whenever bid specifications are for supplies or materials consisting of recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall receive a 5% preference pursuant to §13-1-21, NMSA, 1978.
   c) The application of multiple preferences shall be limited to ten percent (10%).
   d) Whenever federal funds that are subject to the U.S. OMB "Common Rule" and involved in the purchase of goods/services by the City, the preferences stated within this section are not applicable.

   e) DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF DURING THE BID PROCESS (from Public Notice through Award), OTHER THAN PURCHASING SECTION STAFF, WILL RENDER THE BID NON-COMPLIANT AND UNACCEPTABLE FOR AWARD.
   f) Bidder agrees to comply with all City, State and Federal rules and regulations.
   g) Bidder is responsible for complying with criminal laws prohibiting bribes, gratuities and kickbacks.

2) Bids must:
   a) be submitted typed or in ink on **UNALTERED City bid forms** for bid to be considered.
   b) be complete with required information.
   c) be signed by an authorized representative.
   d) be submitted separately and labeled as such when submitting more than one bid.
   e) state the manufacturer BRAND/MODEL NUMBER offered on all items along with brochures and specifications.
   f) include samples at no cost for evaluation purposes when required by the bid specifications or otherwise requested by the City.
   g) include a request for return of samples, by the supplier, otherwise samples shall become the property of the City after 60 days. (Bidders must arrange for and absorb the cost of any sample return.)
   h) be submitted in PDF format via e-mail to bidclerk@lascruces.gov with the bidder's company name, bid number and title, and due date/time in the subject line of the message.
   i) be received by the City Purchasing Section in the Bid Clerk e-mail inbox by the specified due date and time. Late bids shall not be accepted.

3) Pricing shall:
   a) state the UNIT PRICE and EXTENDED AMOUNT for each item or service offered. UNIT PRICES GOVERN ANY ERRORS IN THE EXTENSION and shall be stated F.O.B. - Destination; Prepaid Full Freight Allowed
   b) exclude any applicable taxes.
   c) be effective for 45 days.

4) Questions:
   a) MUST be submitted in writing and emailed to bidclerk@lascruces.gov referencing the bid number and title.
   b) will be accepted only up to one week prior to the bid due date/time.

5) Addenda:
   a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
   b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via email or mail.
   c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked REVISED.
   d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.

6) The City reserves the right to:
   a) determine responsible bidders and responsive bids.
   b) accept and award compliant bids based on the lowest:

i) Individual Unit Price, or
ii) Grouped Unit Price, or
iii) Lump Sum Unit Price; whichever is deemed most beneficial to the City.

c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought.
d) negotiate an extension of effective price dates.
e) change the quantity of bid items within their effective price date.
f) reject any or all bids partially or wholly.

7) It is the City's intent to award bids within 45 days of the bid due date.
a) Bidders may obtain bid results by contacting the Bid Clerk at bidclerk@lascruces.gov.
b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension.

Bid Form

Receipt of Addenda Nos. 1 is hereby acknowledged. (Where none received, place '0' in this space.)

Payment Terms: Net 30 Days Bidder guarantees delivery of items within 15 days

Pricing for this bid is effective through 1 year (price agreements are effective for one year from date of award)

NM Tax & Revenue Department Combined Reporting System (CRS) # _____

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

Current CLC Business Registration # _____ (for businesses residing within Las Cruces city limits)

NM Resident Certificate from NM Tax and Revenue Department enclosed _____ Yes _____No

NM Resident Veteran Certificate from NM Tax and Revenue Department enclosed _____ Yes _____No

Federal Employer / Tax Identification # 88-1142231 (mandatory for all respondents)

In compliance with the Bid Specifications, Bidding Conditions, and Purchase Order Terms and Conditions, I, the undersigned, offer and agree to furnish any or all items upon which prices are offered at the price set opposite each item, to the City within the time specified.

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

COMPANY NAME & ADDRESS:

Tourbillon Enterprises LLC

9038 Garvey Avenue #102, Rosemead, CA 91770

626-872-6548
Phone

Fax

Yoonie Bae, Managing Member
Typed or Printed Name of Authorized Representative & Title

Yoonie Bae
Signature Date

yoonie.bae@batteriesplus.com
Email

Bid # 24-25-055

City of Las Cruces
NO-BID

Please return this form only if NOT SUBMITTING a bid.

In an effort to make the procurement of the City of Las Cruces goods and services as competitive as possible, we are soliciting information from vendors who cannot bid.

Completion of this form will assist us in evaluation factors, which relate to the competitiveness of our bids. Please check any of the boxes below which apply.

- ☐ Specifications – Restrictive, unclear, specialty item, etc.
- ☐ Manufacturing – Unique item, production time for model or item has expired, etc.
- ☐ Bid Time – Insufficient time to properly bid.
- ☐ Delivery Time – Specified delivery time cannot be met.
- ☐ Payment – Delay in payment process.
- ☐ Miscellaneous – Do not wish to bid, do not handle this type of item(s), unable to compete, etc.

The intent in obtaining this information is to utilize it to adjust procedures, if appropriate and to obtain maximum participation in the competitive bid process. Vendor comments are not restricted to those items listed. Please submit any statement relative to this bid, which you feel has an impact on your ability to bid.

VENDOR STATEMENT

_____

_____

_____

_____

_____

_____

COMPANY NAME & ADDRESS:

_____

_____

_____

_____ Phone

_____ Fax

TYPED OR PRINTED NAME OF AUTHORIZED REPRESENTATIVE & TITLE:

_____

_____ Signature Date

_____ Email

BID SUBMITTAL CHECK LIST

DESCRIPTION	COMMENT
Bid Form	Ensure bid is signed by representative stated on the form and completely filled out, as applicable, and especially that all addenda are acknowledged.
Resident Preference	To receive a 5% resident preference, submit Resident Business / Contractor certificate issued by the NM Tax and Revenue Department.
Resident Veteran Preference	To receive a 10% resident veteran preference, submit Resident Veteran Business / Contractor certificate issued by the NM Tax and Revenue Department.
Local Preference	To receive a 5% local preference, submit a current Business Registration License issued by the City of Las Cruces Community Development Department.

CITY OF LAS CRUCES
FLEET PARTS AND SUPPLIES RE-SOLICITATION

I. Introduction

The City of Las Cruces (City) seeks to contract with qualified vendors for the purchase and delivery of parts and supplies for, but not limited to, automotive, heavy equipment, trailers, gasoline engines, diesel engines, and shop tools and supplies on an annual as-needed basis. The City requires new highest quality or grade parts, for a broad variety of vehicles and equipment, and may decide to award to multiple vendors to ensure product quality and availability. Quantities of order may vary from order to order. No commitment to purchase is made via this solicitation.

Enclosed is a draft Agreement to be entered for the proposed parts and supplies. The Agreement's term shall be for five (5) years. This Agreement does not authorize the purchase of batteries, tires, and other products that are currently available through other active City of Las Cruces price agreements.

II. Bid Items

Table A: Aftermarket parts and shop supplies with percent (%) discounts. Catalog **MUST** be provided.

ITEM	DESCRIPTION	Discount %
1	General Automotive Parts	
2	Transmission Parts	
3	Gasoline Engine Parts	
4	Diesel Engine Parts	
5	General Shop Supplies	
6	Restocking Fee	
7	Percentage Off Catalog	10% off price sheet Federal Signal

Table B: Light to Medium Manufacturer/Brand Names Offered with percent (%) discounts. Catalog **MUST** be provided.

Item	Product/Category	Manufacturer/Brand Names (add additional offered in blanks)	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
1	Alternators & Starters	AC Delco		
		Beck/Armley		
		Motorcraft		
		FORD OEM		
		GM OEM		
		Chrysler OEM		
2	Bearings (Ball & Roller	BCA		
		Timkin		
		National		
3	Belts, Hoses & Clamps	Gates		
		Goodyear		
		Ideal		
		Motorcraft		
		FORD OEM		
		GM OEM		
		Chrysler OEM		
4	Brakes (Pads & Shoes)	Bendix		
		Eaton		
		Meritor		
		Raybestos		
		Performance Friction		
		Motorcraft		
		FORD OEM		
		GM OEM		
5	Brakes (Drums & Rotors)	Guinte		
		Vipar		
		United		
		Meritor		
		Motorcraft		
		FORD OEM		
		GM OEM		
		NAPA		

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provider Catalog
6	Brakes (Calipers)	Vipar		
		NAPA		
		Break Best		
		Motorcraft		
		AC Delco		
		Ford OEM		
		GM OEM		
7	Caps & Thermostats	Stant		
		Murray		
		Motorcraft		
		Ford OEM		
		GM OEM		
		AC Delco		
8	Electrical & Ignition	AC Delco		
		Motorcraft		
		Autolite		
		Champion		
		Standard		
		Ford OEM		
		GM OEM		
9	Emissions & Exhaust	AC Delco		
		Motorcraft		
		Walker		
		Ford OEM		
		GM OEM		
10	Filters (Air, Fuel, Oil)	AC Delco		
		Motorcraft		
		Wix		
		Fram		
		MicroGuard		

Bid # 24-25-055

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
11	Gaskets & Seals	AC Delco		
		National		
		C/R		
		Motorcraft		
		Ford OEM		
		GM OEM		
12	Heating & Air Conditioning	AC Delco		
		Motorcraft		
		Murray		
		Ford OEM		
		GM OEM		
13	Lamps, Lighting & Mirrors	Federal Signal	10% off price sheet provided	
		Grote		
		Retrac		
		Wagner		
		Trucklite		
		Sylvania		
		Eiko		
14	Power Steering Pumps	A-1 Cardone		
		NAPA		
		Motorcraft		
		AC Delco		
		Ford OEM		
		GM OEM		
15	Pumps (fuel & water)	AC Delco		
		Motorcraft		
		TRW		
		Airtex		
		Ford OEM		
		GM OEM		
16	Steering & Suspension	Moog		
		Monroe		
		Motorcraft		
		AC Delco		

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
17	Universal Joints	Precision		
		Spicer		
		Master Pro		
		NAPA		
		AC Delco		
		Motorcraft		
18	Wipers	Anco		
		Motorcraft		
		Trico		
		Rain X		
		Bosch		
19	Wheel Accessories	Moog		
		Ford OEM		
		GM OEM		
		Chrysler OEM		
20	Spark Plugs & Wires	AC Delco		
		Champion		
		Motorcraft		
		Autolite		
		Bosch		

Table C: Heavy Duty Parts (Please add additional manufacturers offered in blanks)

Item	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
1	Allison		
2	Bendix		
3	CE Nieoff		
4	Chevrolet		
5	Chicago Rawhide		
6	Cole Hersee		
7	Cummins		
8	Delco		
9	Detroit Diesel		
10	Donaldson		
11	Eaton		
12	Firestone		
13	Fleetguard		
14	Ford		
15	Gates		
16	Grote		
17	Goodyear		
18	Meritor		
19	Midland		
20	Monroe		
21	Motorcraft		
22	National		
23	Signal Stat		
24	Spicer		
25	Stemco		
26	Stewart Warner		
27	Sylvania		
28	Trucklite		
29	Velvac		
30	Wabco		
31	Wagner		
32			
33			
34			
35			
36			
37			
38			
39			
40			

III. Scope of Work

A. General
    1. The City of Las Cruces Fleet, Solid Waste, and Transit maintenance shops are the only authorized sections to purchase parts and supplies for vehicles and equipment. The City shall not be obligated to compensate vendors for parts and supplies purchased for units without prior approval from said maintenance shops.
    2. Safety Data Sheets (SDS) shall be provided to the City, with chemicals and materials. Selected vendors shall be responsible for forwarding regular updates to the City.

B. Parts, Tools, & Supplies. List of parts, tools, and supplies that are included but not limited to the following:
    1. Parts:
        a. Fasteners: Nuts, bolts, screws, washers, etc.
        b. Electrical Components: Wires, connectors, switches, fuses, sensors.
        c. Hydraulic Components: Hoses, fittings, seals, cylinders, pumps.
        d. Engine Components: Filters, belts, gaskets, spark plugs, etc.
        e. Transmission Components: Gears, bearings, clutches.
        f. Body Parts: Panels, fenders, lights, mirrors.
        g. Consumables: Fluids (oil, coolant, grease, filters, belts, etc.
    2. Tools:
        a. Hand Tools: Wrenches, screwdrivers, pliers, hammers, sockets, etc.
        b. Power Tools: Drills, grinders, saws, impact wrenches, etc.
        c. Diagnostic Tools: Scanners, multimeters, pressure gages, thermometers.
        d. Specialized Tools: Tools specific to the equipment being maintained (e.g., alignment tools, torque wrenches).
    3. Supplies:
        a. Cleaning Supplies: Detergents, solvents, rags, shop towels.
        b. Safety Equipment: Gloves, safety glasses, ear protection, respirators.
        c. Consumables: Lubricants, adhesives, sealants.

C. Pricing & Invoicing
    1. Discounts are to be applied to the published Manufacturer Suggested Retail Price (MSRP).
    2. Vendor shall provide the necessary product catalogs (preferably e-catalogs with on-line access) to identify purchased goods and verify price of such goods.
    3. The City reserves the right to conduct an audit at any time during the term of this Agreement to assure that pricing is in compliance with the submitted price list.
    4. Parts and supplies that will exceed one thousand ($1,000.00) dollars shall require pre-approval by the City. Cost estimates shall be provided by the vendor.
    5. Detailed invoicing is to be submitted at time of delivery and shall include:
        a. Purchase Order Number
        b. Manufacturer
        c. Manufacturer Part Number

d. Quantity
e. Retail Price
f. Discounted Price
g. Extended cost

6. Separate invoices shall be rendered for each and every complete delivery.

D. Warranty

1. The Vendor shall provide full factory warranty on all products furnished, against defects in materials and/or workmanship. The warrant shall start on the date of delivery and acceptance by the City.

E. Delivery

1. The Vendor shall deliver, or arrange for delivery, of all products procured by the City under this Agreement. Products shall be delivered F.O.B. destination; packaging, shipping, handling, fuel surcharges and delivery included, with inside delivery. All locations have the following hours of operations:
    a. Monday – Thursday 7:00 am – 4:00 pm
    b. Friday 7:00 am – 12:00 pm
    c. Hours operations may differ by location, vendor shall confirm delivery times when fulfilling orders.
2. Delivery Locations. Locations have a flat surface from the parking lot and a forklift and/or a pallet jack for loading/unloading.
    a. 1501 E. Hadley Building C, Las Cruces NM 88001
    b. 680 Motel Boulevard, Las Cruces NM 88007
    c. 1670 Valley Drive, Las Cruces NM 88005
    d. 2340 Westway Avenue, Las Cruces NM 88005
3. Delivery Deadlines & Timeframes.
    a. Standard Deliveries: Should be specified based on part(s) or supplies availability.
    b. Local vendors with immediate part/supply availability:
        1. Vendors inside the city limits: Deliveries to the requested location should not exceed 30 minutes. Vendors must clearly communicate any restrictions that may prevent them from satisfying this timeframe.
        2. Vendors outside the city limits: Deliveries to the requested location should not exceed 24 hours.
        3. Deliveries shall not exceed a 24-hour period without notification of Fleet Services staff.
    c. Lead/Processing Times: Must be established and/or stated separately from delivery timeframes to avoid confusion regarding overall delivery timelines.
4. Vendor must not charge a restocking fee for products returned withing a thirty (30) day period.

PRICE INCREASES:
All prices quoted shall be firm and fixed as bid for one year of the agreement. Pass-through price adjustments will be accepted after one year and on an annual basis thereafter provided said adjustments(s) are submitted in writing with thirty (30) calendar days' advance notice and are accompanied by written documentation of the manufacturer's price increase. Price adjustment requests shall be sent to the named buyer.

PRICE DECREASES:
If the offeror receives any cost decrease from the supplier of the goods sold to the City through a contract resulting from this request, the offeror shall notify the City within 24 hours of such decrease and pass such decreases to the City immediately.

"OR APPROVED EQUAL" CLARIFICATIONS:
Brand names are used for the purpose of describing the standard quality, performance, and characteristics required and are not intended to limit or restrict competition. Requests for approved equals, including detailed technical specifications, are to be submitted with bid by bid due date.

"Equals" or "Equivalents" to these specifications may be considered; provided bidder furnishes sufficient proof that their offer meets or exceeds the intent of these specifications. The acceptance or rejection of equals or equivalents shall be determined solely by the City of Las Cruces.

LOCAL PREFERENCE NOTICE

To receive 5% local preference, submit a current copy of the respondent's Business Registration License issued by the City of Las Cruces Community Development Department.

NEW MEXICO RESIDENT PREFERENCE NOTICE

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

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

Firms seeking this 5% preference are encouraged to apply with the New Mexico Tax and Revenue Department to receive certification as a "resident business" or "resident contractor". Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

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

NEW MEXICO RESIDENT VETERAN BUSINESS NOTICE

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

Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

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

PREFERENCE FOR RECYCLED CONTENT GOODS

Whenever specifications for supplies or materials provide bidders opportunity to offer items made with recycled content good, and, when bids are received for both recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall be deemed five percent (5%) lower than the bids actually submitted provided that the recycled materials content meets or exceeds the minimum content standards required by bid specifications. "Recycled content goods" means supplies and materials composed of a minimum of twenty-five percent (25%) of recycled materials or more as specified herein.

CITY OF LAS CRUCES

PRICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of May, 2025 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Doggett Freightliner of South Texas, LLC, of 1367 Horizon Blvd., El Paso, Texas, 79928, hereinafter called “CONTRACTOR”.

1. PRODUCT DESCRIPTION
Fleet parts and supplies

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall deliver PRODUCT as bid in response to the CITY’S Invitation to Bid No. 24-25-055 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

4. COMPENSATION
In consideration for CONTRACTOR’S satisfactory performance agreed to herein, the CITY shall compensate CONTRACTOR based upon pricing offered in CONTRACTOR’S response to the CITY’S Invitation to Bid No. 24-25-055. CONTRACTOR shall deliver product upon receipt of a purchase order from the CITY. The CITY cannot authorize costs to be incurred prior to such purchase order.

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

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

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2025 for a term of five (5) years through April 30, 2030. CONTRACTOR shall deliver PRODUCT in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR'S employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to

perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP
Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

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

17. INSURANCE
Insurance is not required under the terms of this Agreement.

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

19. APPLICABLE LAW

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

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

20. BREACH

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

21. DISPUTE RESOLUTION

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

22. NOTIFICATION

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Ruben Romero
With Copies to:	Purchasing Manager
TO CONTRACTOR:	Doggett Freightliner of South Texas, LLC 1367 Horizon Blvd. El Paso, TX 79928 ATTENTION: Gonzalo Valdez

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC

BY: _____
Gonzalo Valdez
Outside Parts and Service Sales

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

04/05/2025
City Attorney

24-25-055
Fleet Parts
And Supplies

EXHIBIT A

CITY OF LAS CRUCES

INVITATION TO BID

TITLE	BID #	DUE DATE/TIME
FLEET PARTS AND SUPPLIES RE-SOLICITATION	24-25-055	February 20, 2025 / 2:00 pm

Bid Submitted by: DOGGETT FREIGHTLINER OF SOUTH TEXAS
(Company)

BIDDING CONDITIONS

Unless otherwise stated in the bid document, the following conditions apply.

1) Bidders are advised that all bids are subject to the legal requirements as provided for in the City of Las Cruces (City) Procurement Code, Chapter 24 Las Cruces Municipal Code (LCMC), 1998 available on the City's website: https://www.municode.com/library/nm/las_cruces/codes/code_of_ordinances?nodeId=PTIIMUCO_CH24PRCO
   a) Preference will be given to bidders residing within New Mexico and/or Las Cruces, NM, in accordance with §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, and Section 24-100, LCMC, 1998, of the City Procurement Code.
   b) Whenever bid specifications are for supplies or materials consisting of recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall receive a 5% preference pursuant to §13-1-21, NMSA, 1978.
   c) The application of multiple preferences shall be limited to ten percent (10%).
   d) Whenever federal funds that are subject to the U.S. OMB "Common Rule" and involved in the purchase of goods/services by the City, the preferences stated within this section are not applicable.
   e) DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF DURING THE BID PROCESS (from Public Notice through Award), OTHER THAN PURCHASING SECTION STAFF, WILL RENDER THE BID NON-COMPLIANT AND UNACCEPTABLE FOR AWARD.
   f) Bidder agrees to comply with all City, State and Federal rules and regulations.
   g) Bidder is responsible for complying with criminal laws prohibiting bribes, gratuities and kickbacks.

2) Bids must:
   a) be submitted typed or in ink on **UNALTERED City bid forms** for bid to be considered.
   b) be complete with required information.
   c) be signed by an authorized representative.
   d) be submitted separately and labeled as such when submitting more than one bid.
   e) state the manufacturer BRAND/MODEL NUMBER offered on all items along with brochures and specifications.
   f) include samples at no cost for evaluation purposes when required by the bid specifications or otherwise requested by the City.
   g) include a request for return of samples, by the supplier, otherwise samples shall become the property of the City after 60 days. (Bidders must arrange for and absorb the cost of any sample return.)
   h) be submitted in PDF format via e-mail to bidclerk@lascruces.gov with the bidder's company name, bid number and title, and due date/time in the subject line of the message.
   i) be received by the City Purchasing Section in the Bid Clerk e-mail inbox by the specified due date and time. Late bids shall not be accepted.

3) Pricing shall:
   a) state the UNIT PRICE and EXTENDED AMOUNT for each item or service offered. UNIT PRICES GOVERN ANY ERRORS IN THE EXTENSION and shall be stated F.O.B. - Destination; Prepaid Full Freight Allowed
   b) exclude any applicable taxes.
   c) be effective for 45 days.

4) Questions:
   a) MUST be submitted in writing and emailed to bidclerk@lascruces.gov referencing the bid number and title.
   b) will be accepted only up to one week prior to the bid due date/time.

5) Addenda:
   a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
   b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via email or mail.
   c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked REVISED.
   d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.

6) The City reserves the right to:
   a) determine responsible bidders and responsive bids.
   b) accept and award compliant bids based on the lowest:

i) Individual Unit Price, or
ii) Grouped Unit Price, or
iii) Lump Sum Unit Price; whichever is deemed most beneficial to the City.

c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought.
d) negotiate an extension of effective price dates.
e) change the quantity of bid items within their effective price date.
f) reject any or all bids partially or wholly.

7) It is the City's intent to award bids within 45 days of the bid due date.
   a) Bidders may obtain bid results by contacting the Bid Clerk at bidclerk@lascruces.gov.
   b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension.

Bid Form

Receipt of Addenda Nos. _____ is hereby acknowledged. (Where none received, place '0' in this space.)

Payment Terms: Net 30 Days Bidder guarantees delivery of items within 1 days

Pricing for this bid is effective through 02-20-2025 (price agreements are effective for one year from date of award)

NM Tax & Revenue Department Combined Reporting System (CRS) # N/A

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

Current CLC Business Registration # N/A (for businesses residing within Las Cruces city limits)

NM Resident Certificate from NM Tax and Revenue Department enclosed _____ Yes x No

NM Resident Veteran Certificate from NM Tax and Revenue Department enclosed _____ Yes x No

Federal Employer / Tax Identification # 46-3732669 (mandatory for all respondents)

In compliance with the Bid Specifications, Bidding Conditions, and Purchase Order Terms and Conditions, I, the undersigned, offer and agree to furnish any or all items upon which prices are offered at the price set opposite each item, to the City within the time specified.

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

COMPANY NAME & ADDRESS:

Doggett Freightliner of South Texas LLC
1367 Horizon Blvd
El Paso Texas 79928
915-852-4922
Phone
Fax

Gonzalo Valdez / Outside parts and service sales
Typed or Printed Name of Authorized Representative & Title

Signature 02/20/2025
Date

GONZALO.VALDEZ@DOGGETT. COM
Email

Bid # 24-25-055

City of Las Cruces
NO-BID

Please return this form only if NOT SUBMITTING a bid.

In an effort to make the procurement of the City of Las Cruces goods and services as competitive as possible, we are soliciting information from vendors who cannot bid.

Completion of this form will assist us in evaluation factors, which relate to the competitiveness of our bids. Please check any of the boxes below which apply.

- ☐ Specifications – Restrictive, unclear, specialty item, etc.
- ☐ Manufacturing – Unique item, production time for model or item has expired, etc.
- ☐ Bid Time – Insufficient time to properly bid.
- ☐ Delivery Time – Specified delivery time cannot be met.
- ☐ Payment – Delay in payment process.
- ☐ Miscellaneous – Do not wish to bid, do not handle this type of item(s), unable to compete, etc.

The intent in obtaining this information is to utilize it to adjust procedures, if appropriate and to obtain maximum participation in the competitive bid process. Vendor comments are not restricted to those items listed. Please submit any statement relative to this bid, which you feel has an impact on your ability to bid.

VENDOR STATEMENT

_____

_____

_____

_____

_____

_____

COMPANY NAME & ADDRESS:

_____

_____

_____

_____ Phone

_____ Fax

TYPED OR PRINTED NAME OF AUTHORIZED REPRESENTATIVE & TITLE:

_____

_____ Signature Date

_____ Email

BID SUBMITTAL CHECK LIST

DESCRIPTION	COMMENT
Bid Form	Ensure bid is signed by representative stated on the form and completely filled out, as applicable, and especially that all addenda are acknowledged.
Resident Preference	To receive a 5% resident preference, submit Resident Business / Contractor certificate issued by the NM Tax and Revenue Department.
Resident Veteran Preference	To receive a 10% resident veteran preference, submit Resident Veteran Business / Contractor certificate issued by the NM Tax and Revenue Department.
Local Preference	To receive a 5% local preference, submit a current Business Registration License issued by the City of Las Cruces Community Development Department.

CITY OF LAS CRUCES
FLEET PARTS AND SUPPLIES RE-SOLICITATION

I. Introduction

The City of Las Cruces (City) seeks to contract with qualified vendors for the purchase and delivery of parts and supplies for, but not limited to, automotive, heavy equipment, trailers, gasoline engines, diesel engines, and shop tools and supplies on an annual as-needed basis. The City requires new highest quality or grade parts, for a broad variety of vehicles and equipment, and may decide to award to multiple vendors to ensure product quality and availability. Quantities of order may vary from order to order. No commitment to purchase is made via this solicitation.

Enclosed is a draft Agreement to be entered for the proposed parts and supplies. The Agreement's term shall be for five (5) years. This Agreement does not authorize the purchase of batteries, tires, and other products that are currently available through other active City of Las Cruces price agreements.

II. Bid Items

Table A: Aftermarket parts and shop supplies with percent (%) discounts. Catalog **MUST** be provided.

ITEM	DESCRIPTION	Discount %
1	General Automotive Parts	20%
2	Transmission Parts	20%
3	Gasoline Engine Parts	0
4	Diesel Engine Parts	20%
5	General Shop Supplies	0
6	Restocking Fee	15%
7	Percentage Off Catalog	0

Table B: Light to Medium Manufacturer/Brand Names Offered with percent (%) discounts. Catalog **MUST** be provided.

Item	Product/Category	Manufacturer/Brand Names (add additional offered in blanks)	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
1	Alternators & Starters	AC Delco	0	
		Beck/Armley	0	
		Motorcraft	0	
		FORD OEM	0	
		GM OEM	0	
		Chrysler OEM	0	
2	Bearings (Ball & Roller	BCA	0	
		Timkin	20%	exceleratorparts.com
		National	20%	exceleratorparts.com
3	Belts, Hoses & Clamps	Gates	20%	exceleratorparts.com
		Goodyear	0	
		Ideal	0	
		Motorcraft	0	
		FORD OEM	0	
		GM OEM	0	
		Chrysler OEM	0	
4	Brakes (Pads & Shoes)	Bendix	20%	exceleratorparts.com
		Eaton	20%	exceleratorparts.com
		Meritor	20%	exceleratorparts.com
		Raybestos	0	
		Performance Friction	0	
		Motorcraft	0	
		FORD OEM	0	
		GM OEM	0	
5	Brakes (Drums & Rotors)	Guinte	20%	exceleratorparts.com
		Vipar	0	
		United	0	
		Meritor	20%	exceleratorparts.com
		Motorcraft	0	
		FORD OEM	0	
		GM OEM	0	
		NAPA	0	

Bid # 24-25-055

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provider Catalog
6	Brakes (Calipers)	Vipar	0	
		NAPA	0	
		Break Best	0	
		Motorcraft	0	
		AC Delco	0	
		Ford OEM	0	
		GM OEM	0	
7	Caps & Thermostats	Stant	0	
		Murray	0	
		Motorcraft	0	
		Ford OEM	0	
		GM OEM	0	
		AC Delco	0	
8	Electrical & Ignition	AC Delco	0	
		Motorcraft	0	
		Autolite	0	
		Champion	0	
		Standard	0	
		Ford OEM	0	
		GM OEM	0	
9	Emissions & Exhaust	AC Delco	0	
		Motorcraft	0	
		Walker	0	
		Ford OEM	0	
		GM OEM	0	
10	Filters (Air, Fuel, Oil)	AC Delco	0	
		Motorcraft	0	
		Wix	0	
		Fram	0	
		MicroGuard	0	

Bid # 24-25-055

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
11	Gaskets & Seals	AC Delco	0	
		National	20%	exceleratorparts.com
		C/R	0	
		Motorcraft	0	
		Ford OEM	0	
		GM OEM	0	
12	Heating & Air Conditioning	AC Delco	0	
		Motorcraft	0	
		Murray	0	
		Ford OEM	0	
		GM OEM	0	
13	Lamps, Lighting & Mirrors	Federal Signal	0	
		Grote	0	
		Retrac	0	
		Wagner	0	
		Trucklite	0	
		Sylvania	0	
		Eiko	0	
14	Power Steering Pumps	A-1 Cardone	0	
		NAPA	0	
		Motorcraft	0	
		AC Delco	0	
		Ford OEM	0	
		GM OEM	0	
15	Pumps (fuel & water)	AC Delco	0	
		Motorcraft	0	
		TRW	0	
		Airtex	0	
		Ford OEM	0	
		GM OEM	0	
16	Steering & Suspension	Moog	0	
		Monroe	0	
		Motorcraft	0	
		AC Delco	0	

Bid # 24-25-055

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
17	Universal Joints	Precision	0	
		Spicer	20%	exceleratorparts.com
		Master Pro	0	
		NAPA	0	
		AC Delco	0	
		Motorcraft	0	
18	Wipers	Anco	0	
		Motorcraft	0	
		Trico	0	
		Rain X	0	
		Bosch	0	
19	Wheel Accessories	Moog	0	
		Ford OEM	0	
		GM OEM	0	
		Chrysler OEM	0	
20	Spark Plugs & Wires	AC Delco	0	
		Champion	0	
		Motorcraft	0	
		Autolite	0	
		Bosch	0	

Table C: Heavy Duty Parts (Please add additional manufacturers offered in blanks)

Item	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
1	Allison	20%	exceleratorparts.com
2	Bendix	20%	exceleratorparts.com
3	CE Nieoff	0	
4	Chevrolet	0	
5	Chicago Rawhide	20%	exceleratorparts.com
6	Cole Hersee	0	
7	Cummins	30%	exceleratorparts.com
8	Delco	0	
9	Detroit Diesel	20%	exceleratorparts.com
10	Donaldson	20%	exceleratorparts.com
11	Eaton	20%	
12	Firestone	0	
13	Fleetguard	30%	exceleratorparts.com
14	Ford	0	
15	Gates	20%	exceleratorparts.com
16	Grote	20%	exceleratorparts.com
17	Goodyear	0	
18	Meritor	20%	exceleratorparts.com
19	Midland	0	
20	Monroe	20%	exceleratorparts.com
21	Motorcraft	0	
22	National	20%	exceleratorparts.com
23	Signal Stat	0	
24	Spicer	20%	exceleratorparts.com
25	Stemco	20%	exceleratorparts.com
26	Stewart Warner	0	
27	Sylvania	0	
28	Trucklite	20%	exceleratorparts.com
29	Velvac	20%	exceleratorparts.com
30	Wabco	20%	exceleratorparts.com
31	Wagner	20%	exceleratorparts.com
32			
33			
34			
35			
36			
37			
38			
39			
40			

III. Scope of Work

A. General
   1. The City of Las Cruces Fleet, Solid Waste, and Transit maintenance shops are the only authorized sections to purchase parts and supplies for vehicles and equipment. The City shall not be obligated to compensate vendors for parts and supplies purchased for units without prior approval from said maintenance shops.
   2. Safety Data Sheets (SDS) shall be provided to the City, with chemicals and materials. Selected vendors shall be responsible for forwarding regular updates to the City.

B. Parts, Tools, & Supplies. List of parts, tools, and supplies that are included but not limited to the following:
   1. Parts:
      a. Fasteners: Nuts, bolts, screws, washers, etc.
      b. Electrical Components: Wires, connectors, switches, fuses, sensors.
      c. Hydraulic Components: Hoses, fittings, seals, cylinders, pumps.
      d. Engine Components: Filters, belts, gaskets, spark plugs, etc.
      e. Transmission Components: Gears, bearings, clutches.
      f. Body Parts: Panels, fenders, lights, mirrors.
      g. Consumables: Fluids (oil, coolant, grease, filters, belts, etc.
   2. Tools:
      a. Hand Tools: Wrenches, screwdrivers, pliers, hammers, sockets, etc.
      b. Power Tools: Drills, grinders, saws, impact wrenches, etc.
      c. Diagnostic Tools: Scanners, multimeters, pressure gages, thermometers.
      d. Specialized Tools: Tools specific to the equipment being maintained (e.g., alignment tools, torque wrenches).
   3. Supplies:
      a. Cleaning Supplies: Detergents, solvents, rags, shop towels.
      b. Safety Equipment: Gloves, safety glasses, ear protection, respirators.
      c. Consumables: Lubricants, adhesives, sealants.

C. Pricing & Invoicing
   1. Discounts are to be applied to the published Manufacturer Suggested Retail Price (MSRP).
   2. Vendor shall provide the necessary product catalogs (preferably e-catalogs with on-line access) to identify purchased goods and verify price of such goods.
   3. The City reserves the right to conduct an audit at any time during the term of this Agreement to assure that pricing is in compliance with the submitted price list.
   4. Parts and supplies that will exceed one thousand ($1,000.00) dollars shall require pre-approval by the City. Cost estimates shall be provided by the vendor.
   5. Detailed invoicing is to be submitted at time of delivery and shall include:
      a. Purchase Order Number
      b. Manufacturer
      c. Manufacturer Part Number

d. Quantity
e. Retail Price
f. Discounted Price
g. Extended cost

6. Separate invoices shall be rendered for each and every complete delivery.

D. Warranty

1. The Vendor shall provide full factory warranty on all products furnished, against defects in materials and/or workmanship. The warrant shall start on the date of delivery and acceptance by the City.

E. Delivery

1. The Vendor shall deliver, or arrange for delivery, of all products procured by the City under this Agreement. Products shall be delivered F.O.B. destination; packaging, shipping, handling, fuel surcharges and delivery included, with inside delivery. All locations have the following hours of operations:
    a. Monday – Thursday 7:00 am – 4:00 pm
    b. Friday 7:00 am – 12:00 pm
    c. Hours operations may differ by location, vendor shall confirm delivery times when fulfilling orders.
2. Delivery Locations. Locations have a flat surface from the parking lot and a forklift and/or a pallet jack for loading/unloading.
    a. 1501 E. Hadley Building C, Las Cruces NM 88001
    b. 680 Motel Boulevard, Las Cruces NM 88007
    c. 1670 Valley Drive, Las Cruces NM 88005
    d. 2340 Westway Avenue, Las Cruces NM 88005
3. Delivery Deadlines & Timeframes.
    a. Standard Deliveries: Should be specified based on part(s) or supplies availability.
    b. Local vendors with immediate part/supply availability:
        1. Vendors inside the city limits: Deliveries to the requested location should not exceed 30 minutes. Vendors must clearly communicate any restrictions that may prevent them from satisfying this timeframe.
        2. Vendors outside the city limits: Deliveries to the requested location should not exceed 24 hours.
        3. Deliveries shall not exceed a 24-hour period without notification of Fleet Services staff.
    c. Lead/Processing Times: Must be established and/or stated separately from delivery timeframes to avoid confusion regarding overall delivery timelines.
4. Vendor must not charge a restocking fee for products returned withing a thirty (30) day period.

PRICE INCREASES:

All prices quoted shall be firm and fixed as bid for one year of the agreement. Pass-through price adjustments will be accepted after one year and on an annual basis thereafter provided said adjustments(s) are submitted in writing with thirty (30) calendar days' advance notice and are accompanied by written documentation of the manufacturer's price increase. Price adjustment requests shall be sent to the named buyer.

PRICE DECREASES:

If the offeror receives any cost decrease from the supplier of the goods sold to the City through a contract resulting from this request, the offeror shall notify the City within 24 hours of such decrease and pass such decreases to the City immediately.

"OR APPROVED EQUAL" CLARIFICATIONS:

Brand names are used for the purpose of describing the standard quality, performance, and characteristics required and are not intended to limit or restrict competition. Requests for approved equals, including detailed technical specifications, are to be submitted with bid by bid due date.

"Equals" or "Equivalents" to these specifications may be considered; provided bidder furnishes sufficient proof that their offer meets or exceeds the intent of these specifications. The acceptance or rejection of equals or equivalents shall be determined solely by the City of Las Cruces.

LOCAL PREFERENCE NOTICE

To receive 5% local preference, submit a current copy of the respondent's Business Registration License issued by the City of Las Cruces Community Development Department.

NEW MEXICO RESIDENT PREFERENCE NOTICE

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

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

Firms seeking this 5% preference are encouraged to apply with the New Mexico Tax and Revenue Department to receive certification as a "resident business" or "resident contractor". Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

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

NEW MEXICO RESIDENT VETERAN BUSINESS NOTICE

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

Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

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

PREFERENCE FOR RECYCLED CONTENT GOODS

Whenever specifications for supplies or materials provide bidders opportunity to offer items made with recycled content good, and, when bids are received for both recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall be deemed five percent (5%) lower than the bids actually submitted provided that the recycled materials content meets or exceeds the minimum content standards required by bid specifications. "Recycled content goods" means supplies and materials composed of a minimum of twenty-five percent (25%) of recycled materials or more as specified herein.

Exhibit "F"

24-25-055
Fleet Parts
And Supplies

CITY OF LAS CRUCES

PRICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of May, 2025 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Neopart Transit, LLC, of 5-C Dutch Court, Reading, Pennsylvania, 19608, hereinafter called “CONTRACTOR”.

1. PRODUCT DESCRIPTION
Fleet parts and supplies

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall deliver PRODUCT as bid in response to the CITY’S Invitation to Bid No. 24-25-055 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

4. COMPENSATION
In consideration for CONTRACTOR’S satisfactory performance agreed to herein, the CITY shall compensate CONTRACTOR based upon pricing offered in CONTRACTOR’S response to the CITY’S Invitation to Bid No. 24-25-055. CONTRACTOR shall deliver product upon receipt of a purchase order from the CITY. The CITY cannot authorize costs to be incurred prior to such purchase order.

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

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

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2025 for a term of five (5) years through April 30, 2030. CONTRACTOR shall deliver PRODUCT in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR'S employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to

perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP
Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

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

17. INSURANCE
Insurance is not required under the terms of this Agreement.

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

19. APPLICABLE LAW

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

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

20. BREACH

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

21. DISPUTE RESOLUTION

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

22. NOTIFICATION

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Ruben Romero
With Copies to:	Purchasing Manager
TO CONTRACTOR:	Neopart Transit, LLC 5-C Dutch Court Reading, PA 19608 ATTENTION: Michael Hensler

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

NEOPART TRANSIT, LLC

BY: _____
Michael Hensler
Senior Pricing Analyst

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

04/05/2025
City Attorney

24-25-055
Fleet Parts
And Supplies

EXHIBIT A

CITY OF LAS CRUCES

INVITATION TO BID

TITLE	BID #	DUE DATE/TIME
FLEET PARTS AND SUPPLIES RE-SOLICITATION	**24-25-049**	**January 14, 2025 / 2:00 pm**

Bid Submitted by: Neopart
(Company)

BIDDING CONDITIONS

Unless otherwise stated in the bid document, the following conditions apply.

1) Bidders are advised that all bids are subject to the legal requirements as provided for in the City of Las Cruces (City) Procurement Code, Chapter 24 Las Cruces Municipal Code (LCMC), 1998 available on the City's website: https://www.municode.com/library/nm/las_cruces/codes/code_of_ordinances?nodeId=PTIIMUCO_CH24PRCO
   a) Preference will be given to bidders residing within New Mexico and/or Las Cruces, NM, in accordance with §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, and Section 24-100, LCMC, 1998, of the City Procurement Code.
   b) Whenever bid specifications are for supplies or materials consisting of recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall receive a 5% preference pursuant to §13-1-21, NMSA, 1978.
   c) The application of multiple preferences shall be limited to ten percent (10%).
   d) Whenever federal funds that are subject to the U.S. OMB "Common Rule" and involved in the purchase of goods/services by the City, the preferences stated within this section are not applicable.
   e) DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF DURING THE BID PROCESS (from Public Notice through Award), OTHER THAN PURCHASING SECTION STAFF, WILL RENDER THE BID NON-COMPLIANT AND UNACCEPTABLE FOR AWARD.
   f) Bidder agrees to comply with all City, State and Federal rules and regulations.
   g) Bidder is responsible for complying with criminal laws prohibiting bribes, gratuities and kickbacks.

2) Bids must:
   a) be submitted typed or in ink on **UNALTERED City bid forms** for bid to be considered.
   b) be complete with required information.
   c) be signed by an authorized representative.
   d) be submitted separately and labeled as such when submitting more than one bid.
   e) state the manufacturer BRAND/MODEL NUMBER offered on all items along with brochures and specifications.
   f) include samples at no cost for evaluation purposes when required by the bid specifications or otherwise requested by the City.
   g) include a request for return of samples, by the supplier, otherwise samples shall become the property of the City after 60 days. (Bidders must arrange for and absorb the cost of any sample return.)
   h) be submitted in PDF format via e-mail to bidclerk@lascruces.gov with the bidder's company name, bid number and title, and due date/time in the subject line of the message.
   i) be received by the City Purchasing Section in the Bid Clerk e-mail inbox by the specified due date and time. Late bids shall not be accepted.

3) Pricing shall:
   a) state the UNIT PRICE and EXTENDED AMOUNT for each item or service offered. UNIT PRICES GOVERN ANY ERRORS IN THE EXTENSION and shall be stated F.O.B. - Destination; Prepaid Full Freight Allowed
   b) exclude any applicable taxes.
   c) be effective for 45 days.

4) Questions:
   a) MUST be submitted in writing and emailed to bidclerk@lascruces.gov referencing the bid number and title.
   b) will be accepted only up to one week prior to the bid due date/time.

5) Addenda:
   a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
   b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via email or mail.
   c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked REVISED.
   d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.

6) The City reserves the right to:
   a) determine responsible bidders and responsive bids.
   b) accept and award compliant bids based on the lowest:

i) Individual Unit Price, or
ii) Grouped Unit Price, or
iii) Lump Sum Unit Price; whichever is deemed most beneficial to the City.

c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought.
d) negotiate an extension of effective price dates.
e) change the quantity of bid items within their effective price date.
f) reject any or all bids partially or wholly.

7) It is the City's intent to award bids within 45 days of the bid due date.
a) Bidders may obtain bid results by contacting the Bid Clerk at bidclerk@lascruces.gov.
b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension.

Bid Form

Receipt of Addenda Nos. 0 is hereby acknowledged. (Where none received, place '0' in this space.)

Payment Terms: Net 30 Days Bidder guarantees delivery of items within 60 days

Pricing for this bid is effective through March 2026 (price agreements are effective for one year from date of award)

NM Tax & Revenue Department Combined Reporting System (CRS) # _____

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

Current CLC Business Registration # _____ (for businesses residing within Las Cruces city limits)

NM Resident Certificate from NM Tax and Revenue Department enclosed _____ Yes _____No

NM Resident Veteran Certificate from NM Tax and Revenue Department enclosed _____ Yes _____No

Federal Employer / Tax Identification # 364830017 (mandatory for all respondents)

In compliance with the Bid Specifications, Bidding Conditions, and Purchase Order Terms and Conditions, I, the undersigned, offer and agree to furnish any or all items upon which prices are offered at the price set opposite each item, to the City within the time specified.

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

COMPANY NAME & ADDRESS:

Neopart

Michael Hensler , Senior Pricing Analyst
Typed or Printed Name of Authorized Representative & Title

1/14/25
Signature Date

888-332-2606 x-155
Phone

mhensler@neopart.com
Email

Fax

City of Las Cruces
NO-BID

Please return this form only if NOT SUBMITTING a bid.

In an effort to make the procurement of the City of Las Cruces goods and services as competitive as possible, we are soliciting information from vendors who cannot bid.

Completion of this form will assist us in evaluation factors, which relate to the competitiveness of our bids. Please check any of the boxes below which apply.

- ☐ Specifications – Restrictive, unclear, specialty item, etc.
- ☐ Manufacturing – Unique item, production time for model or item has expired, etc.
- ☐ Bid Time – Insufficient time to properly bid.
- ☐ Delivery Time – Specified delivery time cannot be met.
- ☐ Payment – Delay in payment process.
- ☐ Miscellaneous – Do not wish to bid, do not handle this type of item(s), unable to compete, etc.

The intent in obtaining this information is to utilize it to adjust procedures, if appropriate and to obtain maximum participation in the competitive bid process. Vendor comments are not restricted to those items listed. Please submit any statement relative to this bid, which you feel has an impact on your ability to bid.

VENDOR STATEMENT

_____

_____

_____

_____

_____

_____

COMPANY NAME & ADDRESS:

_____

_____

_____

_____ Phone

_____ Fax

TYPED OR PRINTED NAME OF AUTHORIZED REPRESENTATIVE & TITLE:

_____

_____ Signature Date

_____ Email

BID SUBMITTAL CHECK LIST

DESCRIPTION	COMMENT
Bid Form	Ensure bid is signed by representative stated on the form and completely filled out, as applicable, and especially that all addenda are acknowledged.
Resident Preference	To receive a 5% resident preference, submit Resident Business / Contractor certificate issued by the NM Tax and Revenue Department.
Resident Veteran Preference	To receive a 10% resident veteran preference, submit Resident Veteran Business / Contractor certificate issued by the NM Tax and Revenue Department.
Local Preference	To receive a 5% local preference, submit a current Business Registration License issued by the City of Las Cruces Community Development Department.

CITY OF LAS CRUCES
FLEET PARTS AND SUPPLIES RE-SOLICITATION

I. Introduction

The City of Las Cruces (City) seeks to contract with qualified vendors for the purchase and delivery of parts and supplies for, but not limited to, automotive, heavy equipment, trailers, gasoline engines, diesel engines, and shop tools and supplies on an annual as-needed basis. The City requires new highest quality or grade parts, for a broad variety of vehicles and equipment, and may decide to award to multiple vendors to ensure product quality and availability. Quantities of order may vary from order to order. No commitment to purchase is made via this solicitation.

Enclosed is a draft Agreement to be entered for the proposed parts and supplies. The Agreement's term shall be for five (5) years. This Agreement does not authorize the purchase of batteries, tires, and other products that are currently available through other active City of Las Cruces price agreements.

II. Bid Items

Table A: Aftermarket parts and shop supplies with percent (%) discounts. Catalog **MUST** be provided.

ITEM	DESCRIPTION	Discount %
1	General Automotive Parts	70%
2	Transmission Parts	70%
3	Gasoline Engine Parts	70%
4	Diesel Engine Parts	70%
5	General Shop Supplies	70%
6	Restocking Fee	25%
7	Percentage Off Catalog	70%

Table B: Light to Medium Manufacturer/Brand Names Offered with percent (%) discounts. Catalog **MUST** be provided.

Item	Product/Category	Manufacturer/Brand Names (add additional offered in blanks)	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
1	Alternators & Starters	AC Delco		
		Beck/Armley		
		Motorcraft		
		FORD OEM		
		GM OEM		
		Chrysler OEM		
2	Bearings (Ball & Roller	BCA		
		Timkin		
		National		
3	Belts, Hoses & Clamps	Gates		
		Goodyear		
		Ideal		
		Motorcraft		
		FORD OEM		
		GM OEM		
		Chrysler OEM		
4	Brakes (Pads & Shoes)	Bendix	70%	
		Eaton		
		Meritor	70%	
		Raybestos		
		Performance Friction		
		Motorcraft		
		FORD OEM		
		GM OEM		
5	Brakes (Drums & Rotors)	Guinte		
		Vipar		
		United		
		Meritor	70%	
		Motorcraft		
		FORD OEM		
		GM OEM		
		NAPA		

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provider Catalog
6	Brakes (Calipers)	Vipar		
		NAPA		
		Break Best		
		Motorcraft		
		AC Delco		
		Ford OEM		
		GM OEM		
7	Caps & Thermostats	Stant		
		Murray		
		Motorcraft		
		Ford OEM		
		GM OEM		
		AC Delco		
8	Electrical & Ignition	AC Delco		
		Motorcraft		
		Autolite		
		Champion		
		Standard		
		Ford OEM		
		GM OEM		
9	Emissions & Exhaust	AC Delco		
		Motorcraft		
		Walker		
		Ford OEM		
		GM OEM		
10	Filters (Air, Fuel, Oil)	AC Delco		
		Motorcraft		
		Wix		
		Fram		
		MicroGuard		

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
11	Gaskets & Seals	AC Delco		
		National		
		C/R		
		Motorcraft		
		Ford OEM		
		GM OEM		
12	Heating & Air Conditioning	AC Delco		
		Motorcraft		
		Murray		
		Ford OEM		
		GM OEM		
13	Lamps, Lighting & Mirrors	Federal Signal		
		Grote		
		Retrac		
		Wagner		
		Trucklite		
		Sylvania		
		Eiko		
14	Power Steering Pumps	A-1 Cardone		
		NAPA		
		Motorcraft		
		AC Delco		
		Ford OEM		
		GM OEM		
15	Pumps (fuel & water)	AC Delco		
		Motorcraft		
		TRW		
		Airtex		
		Ford OEM		
		GM OEM		
16	Steering & Suspension	Moog		
		Monroe		
		Motorcraft		
		AC Delco		

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
17	Universal Joints	Precision		
		Spicer		
		Master Pro		
		NAPA		
		AC Delco		
		Motorcraft		
18	Wipers	Anco		
		Motorcraft		
		Trico		
		Rain X		
		Bosch		
19	Wheel Accessories	Moog		
		Ford OEM		
		GM OEM		
		Chrysler OEM		
20	Spark Plugs & Wires	AC Delco		
		Champion		
		Motorcraft		
		Autolite		
		Bosch		

Table C: Heavy Duty Parts (Please add additional manufacturers offered in blanks)

Item	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
1	Allison		
2	Bendix	70%	
3	CE Nieoff		
4	Chevrolet		
5	Chicago Rawhide		
6	Cole Hersee		
7	Cummins		
8	Delco		
9	Detroit Diesel		
10	Donaldson		
11	Eaton		
12	Firestone		
13	Fleetguard		
14	Ford		
15	Gates		
16	Grote		
17	Goodyear		
18	Meritor	70%	
19	Midland		
20	Monroe		
21	Motorcraft		
22	National		
23	Signal Stat		
24	Spicer		
25	Stemco		
26	Stewart Warner		
27	Sylvania		
28	Trucklite		
29	Velvac		
30	Wabco	70%	
31	Wagner		
32			
33			
34			
35			
36			
37			
38			
39			
40			

III. Scope of Work

A. General

1. The City of Las Cruces Fleet, Solid Waste, and Transit maintenance shops are the only authorized sections to purchase parts and supplies for vehicles and equipment. The City shall not be obligated to compensate vendors for parts and supplies purchased for units without prior approval from said maintenance shops.
2. Safety Data Sheets (SDS) shall be provided to the City, with chemicals and materials. Selected vendors shall be responsible for forwarding regular updates to the City.

B. Pricing & Invoicing

1. Discounts are to be applied to the published Manufacturer Suggested Retail Price (MSRP).
2. Vendor shall provide the necessary product catalogs (preferably e-catalogs with on-line access) to identify purchased goods and verify price of such goods.
3. The City reserves the right to conduct an audit at any time during the term of this Agreement to assure that pricing is in compliance with the submitted price list.
4. Parts and supplies that will exceed one thousand ($1,000.00) dollars shall require pre-approval by the City. Cost estimates shall be provided by the vendor.
5. Detailed invoicing is to be submitted at time of delivery and shall include:
    a. Purchase Order Number
    b. Manufacturer
    c. Manufacturer Part Number
    d. Quantity
    e. Retail Price
    f. Discounted Price
    g. Extended cost
6. Separate invoices shall be rendered for each and every complete delivery.

C. Warranty

1. The Vendor shall provide full factory warranty on all products furnished, against defects in materials and/or workmanship. The warrant shall start on the date of delivery and acceptance by the City.

D. Delivery

1. The Vendor shall deliver, or arrange for delivery, of all products procured by the City under this Agreement. Products shall be delivered F.O.B. destination; packaging, shipping, handling, fuel surcharges and delivery included, with inside delivery.
2. Delivery Locations
    a. 1501 E. Hadley Building B, Las Cruces NM 88001
    b. 680 Motel Boulevard, Las Cruces NM 88007
    c. 1501 E. Hadley Building A, Las Cruces NM 88001
3. Vendor shall deliver common inventory stock items within the City of Las Cruces limits within one (1) hour, and within twenty-four (24) hours is outside city limits.

Deliveries shall not exceed a 24-hour period without notification of Fleet Services staff.

4. Vendor must not charge a restocking fee for products returned withing a thirty (30) day period.

PRICE INCREASES:
All prices quoted shall be firm and fixed as bid for one year of the agreement. Pass-through price adjustments will be accepted after one year and on an annual basis thereafter provided said adjustments(s) are submitted in writing with thirty (30) calendar days' advance notice and are accompanied by written documentation of the manufacturer's price increase. Price adjustment requests shall be sent to the named buyer.

PRICE DECREASES:
If the offeror receives any cost decrease from the supplier of the goods sold to the City through a contract resulting from this request, the offeror shall notify the City within 24 hours of such decrease and pass such decreases to the City immediately.

"OR APPROVED EQUAL" CLARIFICATIONS:
Brand names are used for the purpose of describing the standard quality, performance, and characteristics required and are not intended to limit or restrict competition. Requests for approved equals, including detailed technical specifications, are to be submitted with bid by bid due date.

"Equals" or "Equivalents" to these specifications may be considered; provided bidder furnishes sufficient proof that their offer meets or exceeds the intent of these specifications. The acceptance or rejection of equals or equivalents shall be determined solely by the City of Las Cruces.

LOCAL PREFERENCE NOTICE

To receive 5% local preference, submit a current copy of the respondent's Business Registration License issued by the City of Las Cruces Community Development Department.

NEW MEXICO RESIDENT PREFERENCE NOTICE

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

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

Firms seeking this 5% preference are encouraged to apply with the New Mexico Tax and Revenue Department to receive certification as a "resident business" or "resident contractor". Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

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

NEW MEXICO RESIDENT VETERAN BUSINESS NOTICE

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

Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

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

PREFERENCE FOR RECYCLED CONTENT GOODS

Whenever specifications for supplies or materials provide bidders opportunity to offer items made with recycled content good, and, when bids are received for both recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall be deemed five percent (5%) lower than the bids actually submitted provided that the recycled materials content meets or exceeds the minimum content standards required by bid specifications. "Recycled content goods" means supplies and materials composed of a minimum of twenty-five percent (25%) of recycled materials or more as specified herein.

CITY OF LAS CRUCES

PRICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of May, 2025 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and O’Reilly Automotive Stores, Inc. DBA O’Reilly Auto Parts, of 233 S. Patterson Ave., Springfield, Missouri, 65802, hereinafter called “CONTRACTOR”.

1. PRODUCT DESCRIPTION
Fleet parts and supplies

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall deliver PRODUCT as bid in response to the CITY’S Invitation to Bid No. 24-25-055 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

4. COMPENSATION
In consideration for CONTRACTOR’S satisfactory performance agreed to herein, the CITY shall compensate CONTRACTOR based upon pricing offered in CONTRACTOR’S response to the CITY’S Invitation to Bid No. 24-25-055. CONTRACTOR shall deliver product upon receipt of a purchase order from the CITY. The CITY cannot authorize costs to be incurred prior to such purchase order.

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

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

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2025 for a term of five (5) years through April 30, 2030. CONTRACTOR shall deliver PRODUCT in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR'S employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to

perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP
Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

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

17. INSURANCE
Insurance is not required under the terms of this Agreement.

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

19. APPLICABLE LAW

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

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

20. BREACH

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

21. DISPUTE RESOLUTION

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

22. NOTIFICATION

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Ruben Romero
With Copies to:	Purchasing Manager
TO CONTRACTOR:	O'Reilly Automotive Stores, Inc. DBA O'Reilly Auto Parts 233 S. Patterson Ave. Springfield, MO 65802 ATTENTION: Roanen Barron

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

O'REILLY AUTOMOTIVE STORES, INC. DBA O'REILLY AUTO PARTS

BY: _____
Roanen Barron
Senior Bid Analyst

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

04/05/2025
City Attorney

24-25-055
Fleet Parts
And Supplies

EXHIBIT A

February 18, 2025

City of Las Cruces
Attn: Purchasing Section
700 North Main, Room 3134
Las Cruces, NM. 88001

RE: 24-25-055, Fleet Parts and Supplies Re-Solicitation
Bid Opening: February 20, 2025 2:00 PM

Dear Purchasing Section,

O'Reilly Auto Parts thanks you for inviting us to provide a response for bid 24-25-049 for Fleet Parts and Supplies. Enclosed you will find our prepared response in which O'Reilly is proposing to offer the City of Las Cruces a minimum discount of at least 41% off of List price for all automotive and heavy-duty parts, tools, diagnostic equipment, paints, accessories and supplies available in our catalog. The product line discounts shall be the same as those provided among the several State of New Mexico purchasing contracts held by O'Reilly Auto Parts. Discounts will be held firm for the entire term of the agreement.

We would like to include the following clarifications as part of our bid response:

- **Section III, Item B:** (1) Discounts are applied to List price as noted on bid forms; (5.b) Manufacturer is identified via Line code on invoices. Part number look up in the on-line catalog will provide full brand name; (5.e) List price appears on the invoice and in the on-line catalog for easy verification of discount.
- **Section III, Price Increases & Price Decreases:** Individual unit prices are updated daily, as needed. Item prices will be current in the on-line customer catalog every day.

We have included our Line Card with our response along with a list of our Las Cruces store locations and a brief document regarding our on-line customer catalog: www.firstcallonline.com. Monthly billing accounts in good standing qualify for a 2% prompt payment discount wherein 2% can be deducted from the monthly statement when paying the balance by the 10th day of the following month.

Should you choose O'Reilly as a supplier again, please send an award notification to probids@oreillyauto.com so that we can make sure to update the discount profiles to your O'Reilly accounts: 827013, 1461382, 215262, 2806174, 2880946 & 2250096. We look forward to hearing from you.

Respectfully,

Roanen T.W. Barron
Senior Bid Analyst
Phone: 417-829-5879
Fax: 417-874-7250
probids@oreillyauto.com

O'Reilly Auto Parts Los Cruces Locations

Location	Phone Number	Address	City	State	Zip	Store Manager
STORE 2159	(575)382-5903	4820 MESA GRANDE AVENUE	LAS CRUCES	NM	88012-7890	FERNANDO CHACON
STORE 2801	(575)525-3729	1554 EL PASEO STREET	LAS CRUCES	NM	88001-6016	STEVE BUNTIN
STORE 2935	(575)526-8600	2401 NORTH MAIN STREET	LAS CRUCES	NM	88001-1134	ROCKY REYES
STORE 4411	(575)525-6763	2480 W PICACHO AVE	LAS CRUCES	NM	88007-4127	WILLIAM HAUSEN

CITY OF LAS CRUCES

INVITATION TO BID

TITLE	BID #	DUE DATE/TIME
FLEET PARTS AND SUPPLIES RE-SOLICITATION	**24-25-055**	**February 20, 2025 / 2:00 pm**

Bid Submitted by: O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts
(Company)

BIDDING CONDITIONS

Unless otherwise stated in the bid document, the following conditions apply.

1) Bidders are advised that all bids are subject to the legal requirements as provided for in the City of Las Cruces (City) Procurement Code, Chapter 24 Las Cruces Municipal Code (LCMC), 1998 available on the City's website: https://www.municode.com/library/nm/las_cruces/codes/code_of_ordinances?nodeId=PTIIMUCO_CH24PRCO

   a) Preference will be given to bidders residing within New Mexico and/or Las Cruces, NM, in accordance with §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, and Section 24-100, LCMC, 1998, of the City Procurement Code.
   b) Whenever bid specifications are for supplies or materials consisting of recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall receive a 5% preference pursuant to §13-1-21, NMSA, 1978.
   c) The application of multiple preferences shall be limited to ten percent (10%).
   d) Whenever federal funds that are subject to the U.S. OMB "Common Rule" and involved in the purchase of goods/services by the City, the preferences stated within this section are not applicable.

   e) DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF DURING THE BID PROCESS (from Public Notice through Award), OTHER THAN PURCHASING SECTION STAFF, WILL RENDER THE BID NON-COMPLIANT AND UNACCEPTABLE FOR AWARD.
   f) Bidder agrees to comply with all City, State and Federal rules and regulations.
   g) Bidder is responsible for complying with criminal laws prohibiting bribes, gratuities and kickbacks.

2) Bids must:
   a) be submitted typed or in ink on **UNALTERED City bid forms** for bid to be considered.
   b) be complete with required information.
   c) be signed by an authorized representative.
   d) be submitted separately and labeled as such when submitting more than one bid.
   e) state the manufacturer BRAND/MODEL NUMBER offered on all items along with brochures and specifications.
   f) include samples at no cost for evaluation purposes when required by the bid specifications or otherwise requested by the City.
   g) include a request for return of samples, by the supplier, otherwise samples shall become the property of the City after 60 days. (Bidders must arrange for and absorb the cost of any sample return.)
   h) be submitted in PDF format via e-mail to bidclerk@lascruces.gov with the bidder's company name, bid number and title, and due date/time in the subject line of the message.
   i) be received by the City Purchasing Section in the Bid Clerk e-mail inbox by the specified due date and time. Late bids shall not be accepted.

3) Pricing shall:
   a) state the UNIT PRICE and EXTENDED AMOUNT for each item or service offered. UNIT PRICES GOVERN ANY ERRORS IN THE EXTENSION and shall be stated F.O.B. - Destination; Prepaid Full Freight Allowed
   b) exclude any applicable taxes.
   c) be effective for 45 days.

4) Questions:
   a) MUST be submitted in writing and emailed to bidclerk@lascruces.gov referencing the bid number and title.
   b) will be accepted only up to one week prior to the bid due date/time.

5) Addenda:
   a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
   b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via email or mail.
   c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked REVISED.
   d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.

6) The City reserves the right to:
   a) determine responsible bidders and responsive bids.
   b) accept and award compliant bids based on the lowest:

i) Individual Unit Price, or
ii) Grouped Unit Price, or
iii) Lump Sum Unit Price; whichever is deemed most beneficial to the City.

c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought.
d) negotiate an extension of effective price dates.
e) change the quantity of bid items within their effective price date.
f) reject any or all bids partially or wholly.

7) It is the City's intent to award bids within 45 days of the bid due date.
a) Bidders may obtain bid results by contacting the Bid Clerk at bidclerk@lascruces.gov.
b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension.

Bid Form

Receipt of Addenda Nos. N/A is hereby acknowledged. (Where none received, place '0' in this space.)

Payment Terms: Net 30 Days Bidder guarantees delivery of items within 1-2 days Most stocked items delivered same day; Most non-stocked items delivered next day; Special Orders subject to availability

Pricing for this bid is effective through All terms of the contract (price agreements are effective for one year from date of award)

NM Tax & Revenue Department Combined Reporting System (CRS) # 03-114148-00-0

Current NM Secretary of State Business ID # 0000080709 (corporations only)

Current CLC Business Registration # See list to the right (for businesses residing within Las Cruces city limits)

Store 2159 - 4560
Store 2801 - 2183
Store 2935 - 2184
Store 4411 - 11053

NM Resident Certificate from NM Tax and Revenue Department enclosed _____ Yes ___X___ No

NM Resident Veteran Certificate from NM Tax and Revenue Department enclosed _____ Yes ___X___ No

Federal Employer / Tax Identification # 44-0618012 (mandatory for all respondents)

In compliance with the Bid Specifications, Bidding Conditions, and Purchase Order Terms and Conditions, I, the undersigned, offer and agree to furnish any or all items upon which prices are offered at the price set opposite each item, to the City within the time specified.

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

COMPANY NAME & ADDRESS:

O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts

Corp HQ: 233 S. Patterson Ave., Springfield, MO. 65802

See attached List of Las Cruces store locations

(417) 829-5879
Phone

(417) 874-7250
Fax

Roanen Barron, Senior Bid Analyst
Typed or Printed Name of Authorized Representative & Title

Roanen Barron
Signature

2/18/2025
Date

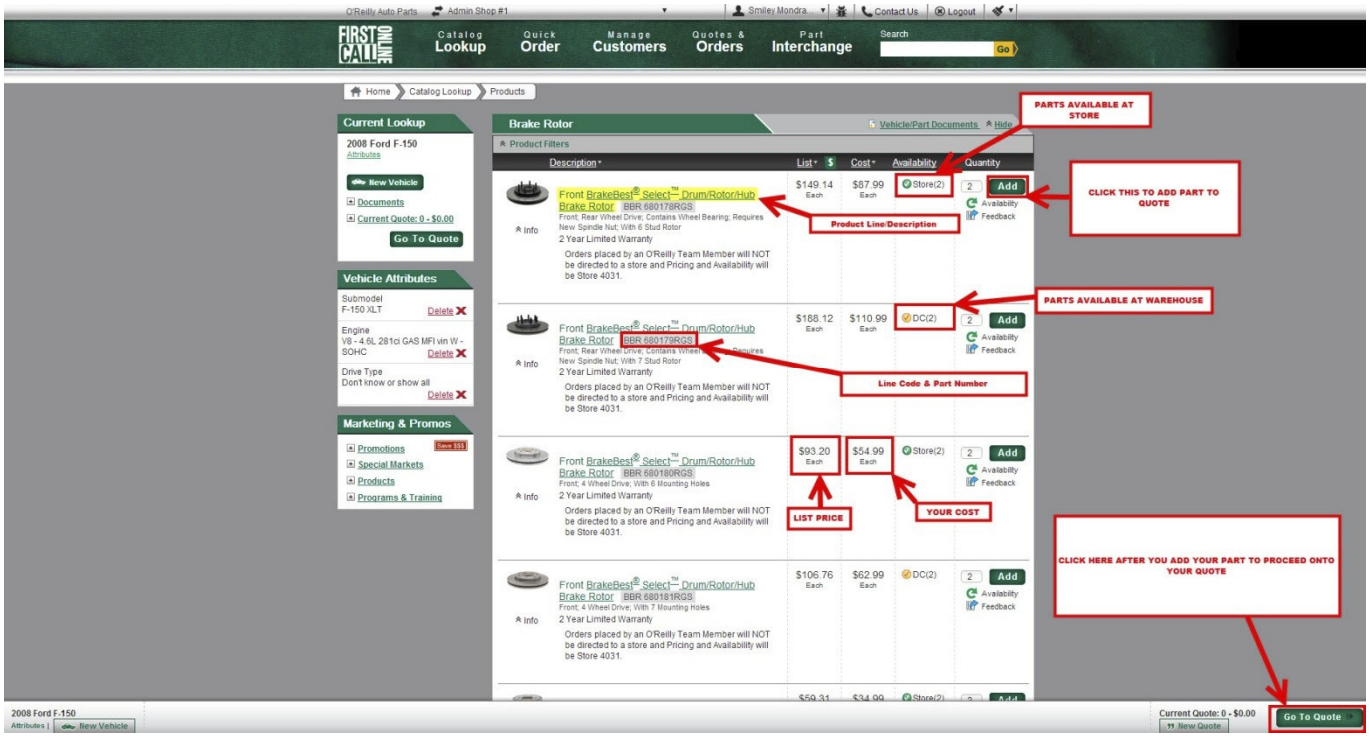
probids@oreillyauto.com
Email

Pricing/Catalog

In place of printed price sheets, O'Reilly Auto Parts would like to use our on-line catalog lookup and ordering system, FirstCall Online. Below you will be provided with a brief set of instructions for the FirstCall Online website.

1) Please navigate your browser to www.firstcallonline.com
2) Log into the customer portal
3) From this point you can look up parts by application, interchange, etc.
4) For any technical assistance please call: 1-800-934-2451.

The catalog discount will be list price less 41% or better. The cost column will reflect the purchasing entity's price with all discounts.



Warranty

O'Reilly will pass through all available manufacturer's warranties. Because all O'Reilly store locations are corporately owned, warranty claims and replacements can be processed at any O'Reilly Auto Parts location. Warranty details are provided for each part in the online catalog.

Transportation Terms

Delivery and "hot shot" services available at no charge. Transportation terms shall be FOB Destination, shipped by O'Reilly company vehicle. In cases of factory order items, standard shipping rates will apply.

Payment Terms and Invoices

Standard terms for Prompt Payment Discount are 2% 10th, net 20 excluding credit card payments.

Distribution

Distribution will be made by a local O'Reilly Store location, by a company delivery truck.

Core Charges

Core pick-ups will occur as needed, hourly, daily, or weekly. O'Reilly will tailor the pick-up schedule to the needs of each agency. Cores will be credited on the same day they are received. Any core that is damaged or returned in an otherwise non-rebuildable condition will be billed to the customer at the manufacturer's listed core price.

Delivery Time

Normal delivery time for most stocked items is 1 hour. Non-stocked items are usually delivered the next business day. Emergency items usually follow the same guidelines, but are also handled on a case by case basis. Delivery is available only for locations within 10 miles of an O'Reilly location.

Return Policy

O'Reilly will return any item that was purchased through the contract for full credit that has been purchased in the last thirty days, and is unused, undamaged, in its original packaging and in resalable condition. Otherwise, a restocking fee of 20% may apply at Store Manager's discretion. All returns will be picked up within seven days of notification, by writing, fax, or email.

BID SUBMITTAL CHECK LIST

DESCRIPTION	COMMENT
Bid Form	Ensure bid is signed by representative stated on the form and completely filled out, as applicable, and especially that all addenda are acknowledged.
Resident Preference	To receive a 5% resident preference, submit Resident Business / Contractor certificate issued by the NM Tax and Revenue Department.
Resident Veteran Preference	To receive a 10% resident veteran preference, submit Resident Veteran Business / Contractor certificate issued by the NM Tax and Revenue Department.
Local Preference	To receive a 5% local preference, submit a current Business Registration License issued by the City of Las Cruces Community Development Department.

CITY OF LAS CRUCES
FLEET PARTS AND SUPPLIES RE-SOLICITATION

I. Introduction

The City of Las Cruces (City) seeks to contract with qualified vendors for the purchase and delivery of parts and supplies for, but not limited to, automotive, heavy equipment, trailers, gasoline engines, diesel engines, and shop tools and supplies on an annual as-needed basis. The City requires new highest quality or grade parts, for a broad variety of vehicles and equipment, and may decide to award to multiple vendors to ensure product quality and availability. Quantities of order may vary from order to order. No commitment to purchase is made via this solicitation.

Enclosed is a draft Agreement to be entered for the proposed parts and supplies. The Agreement's term shall be for five (5) years. This Agreement does not authorize the purchase of batteries, tires, and other products that are currently available through other active City of Las Cruces price agreements.

II. Bid Items

Table A: Aftermarket parts and shop supplies with percent (%) discounts. Catalog **MUST** be provided.

ITEM	DESCRIPTION	Discount %
1	General Automotive Parts (a, c)	List less 41% or better
2	Transmission Parts (a, c)	List less 41% or better
3	Gasoline Engine Parts (a, c)	List less 41% or better
4	Diesel Engine Parts (a, c)	List less 41% or better
5	General Shop Supplies (a, b, c)	List less 41% or better
6	Restocking Fee None if goods returned unused, undamaged, in original packaging, and in resalable condition.	None
7	Percentage Off Catalog (a, b, c)	List less 41% or better

(a) Online customer catalog available at www.firstcallonline.com using your O'Reilly Auto Parts customer account number.
(b) Additional savings available through Everyday Commodity Pricing on certain shop supply items when buying in bulk; see attached Everyday Commodity Pricing list - updated quarterly.
(c) Additional savings available through advertised specials such as in the attached Shop Supplies flyer example - updated monthly.

EVERYDAY COMMODITY PRICING

O'Reilly AUTO PARTS

DEDICATED TO THE PROFESSIONAL

DEDICATED TO THE PROFESSIONAL SINCE 1957

PRICES VALID 1/1/25 - 3/31/25

LINE	ITEM	DESCRIPTION	MIN SELL QTY	PKG QTY	PRICE
AFZ	FC50/50	Final Charge Antifreeze 50/50 - Gallon	6	EA	$11.59
AFZ	FINALCHARGE	Final Charge Antifreeze Concentrate - Gallon	6	EA	$20.99
AFZ	FPRB53	Final Charge Pro-Series Antifreeze 50/50 - Gallon	6	EA	$11.59
AFZ	FPR0B3	Final Charge Pro-Series Antifreeze Concentrate - Gallon	6	EA	$20.99
AIK	4320P	Purple Power Degreaser/Cleaner - Gallon	6	EA	$6.39
BBC	00484	BrakeBest® Brake Parts Cleaner Low VOC - 14 oz.	12	EA	$3.59
BBC	46582	BrakeBest® Brake Parts Cleaner CA VOC - 14 oz.	12	EA	$3.59
BBC	80034	BrakeBest® DOT 4 Brake Fluid - 12 oz.	12	EA	$4.49
BBC	80035	BrakeBest® DOT 4 Brake Fluid - 32 oz.	6	EA	$9.99
BBC	8413	BrakeBest® Brake Parts Cleaner - 14 oz.	12	EA	$3.59
BOS	13BW	Bosch Winter Beam Wiper Blade - 13"	10	EA	$13.99
BOS	13PUV	Bosch Pure Vision Wiper Blade - 13"	10	EA	$13.99
BOS	15BW	Bosch Winter Beam Wiper Blade - 15"	10	EA	$13.99
BOS	13WT	Bosch Winter Beam Wiper Blade - 13"	10	EA	$13.99
BOS	15WT	Bosch Winter Beam Wiper Blade - 15"	10	EA	$13.99
BOS	15PUV	Bosch Pure Vision Wiper Blade - 15"	10	EA	$13.99
BOS	16BW	Bosch Winter Beam Wiper Blade - 16"	10	EA	$13.99
BOS	16PUV	Bosch Pure Vision Wiper Blade - 16"	10	EA	$13.99
BOS	16WT	Bosch Winter Beam Wiper Blade - 16"	10	EA	$13.99
BOS	17WT	Bosch Winter Beam Wiper Blade - 17"	10	EA	$13.99
BOS	17BW	Bosch Winter Beam Wiper Blade - 17"	10	EA	$13.99
BOS	17PUV	Bosch Pure Vision Wiper Blade - 17"	10	EA	$13.99
BOS	18WT	Bosch Winter Beam Wiper Blade - 18"	10	EA	$13.99
BOS	18BW	Bosch Winter Beam Wiper Blade - 18"	10	EA	$13.99
BOS	18PUV	Bosch Pure Vision Wiper Blade - 18"	10	EA	$13.99
BOS	19WT	Bosch Winter Beam Wiper Blade - 19"	10	EA	$13.99
BOS	19BW	Bosch Winter Beam Wiper Blade - 19"	10	EA	$13.99
BOS	19PUV	Bosch Pure Vision Wiper Blade - 19"	10	EA	$13.99
BOS	20BW	Bosch Winter Beam Wiper Blade - 20"	10	EA	$13.99
BOS	20PUV	Bosch Pure Vision Wiper Blade - 20"	10	EA	$13.99
BOS	20WT	Bosch Winter Beam Wiper Blade - 20"	10	EA	$13.99
BOS	21WT	Bosch Winter Beam Wiper Blade - 21"	10	EA	$13.99
BOS	21BW	Bosch Winter Beam Wiper Blade - 21"	10	EA	$13.99
BOS	21PUV	Bosch Pure Vision Wiper Blade - 21"	10	EA	$13.99
BOS	22BW	Bosch Winter Beam Wiper Blade - 22"	10	EA	$13.99
BOS	22PUV	Bosch Pure Vision Wiper Blade - 22"	10	EA	$13.99
BOS	22WT	Bosch Winter Beam Wiper Blade - 22"	10	EA	$13.99
BOS	24WT	Bosch Winter Beam Wiper Blade - 24"	10	EA	$13.99
BOS	26WT	Bosch Winter Beam Wiper Blade - 26"	10	EA	$13.99
BOS	24PUV	Bosch Pure Vision Wiper Blade - 24"	10	EA	$13.99
BOS	26BW	Bosch Winter Beam Wiper Blade - 26"	10	EA	$13.99

LINE	ITEM	DESCRIPTION	MIN SELL QTY	PKG QTY	PRICE
BOS	28WT	Bosch Winter Beam Wiper Blade - 28"	10	EA	$13.99
BOS	24BW	Bosch Winter Beam Wiper Blade - 24"	10	EA	$13.99
BOS	26PUV	Bosch Pure Vision Wiper Blade - 26"	10	EA	$13.99
BOS	28BW	Bosch Winter Beam Wiper Blade - 28"	10	EA	$13.99
BOS	28PUV	Bosch Pure Vision Wiper Blade - 28"	10	EA	$13.99
CRC	05113	CRC Dielectric Grease - 3.3 oz.	3	EA	$13.99
CRC	5018	CRC Electric Parts Cleaner - 19 oz.	12	EA	$9.99
CRC	5050	CRC Brake Parts Cleaner CA VOC (Red) - 14 oz.	12	EA	$6.79
CRC	5078	CRC Intake Cleaner - 12 oz.	12	EA	$7.49
CRC	5084	CRC Brake Parts Cleaner Low VOC (Green) - 14 oz.	12	EA	$5.99
CRC	5085	CRC Brake Parts Cleaner Non-Chlorinated (Green) - Gallon	4	EA	$34.99
CRC	5088PS	CRC Brake Parts Cleaner (Green) - Pro Series - 18 oz.	12	EA	$9.49
CRC	5089PS	CRC Brake Parts Cleaner (Red) - Pro Series - 24 oz.	12	EA	$10.49
CRC	5090	CRC Brake Parts Cleaner (Red) - Gallon	4	EA	$46.99
CRC	5091	CRC Brake Parts Cleaner (Red)- 5 Gallon	3	BK	$179.99
CRC	5103	CRC Electronic Cleaner - 11 oz.	12	EA	$10.99
CRC	5110	CRC Mass Air Flow Cleaner - 11 oz.	12	EA	$9.99
CTI	83740	Wire Ties - White - 4", pack of 100	3	BG	$4.29
CTI	83741	Wire Ties - Black - 4", pack of 100	3	BG	$4.29
CTI	83742	Wire Ties - White - 8", pack of 100	3	BG	$6.79
CTI	83743	Wire Ties - Black - 8", pack of 100	3	BG	$6.79
CTI	83745	Wire Ties - Black - 11", pack of 100	3	BG	$9.39
CTI	83747	Wire Ties - Black - 14", pack of 100	3	BG	$10.99
DEF	2.5GAL	Peak Blue DEF - 2.5 Gallon	3	EA	$16.99
EIK	01003BP	Eiko Clear 1003 Halogen Bulb	6	BP	$3.99
EIK	9003BP	Eiko Clear 9003 Halogen Bulb	6	BP	$3.99
EIK	9004BP	Eiko Clear 9004 Halogen Bulb	6	BP	$3.99
EIK	9005BP	Eiko Clear 9005 Halogen Bulb	6	BP	$3.99
EIK	9006BP	Eiko Clear 9006 Halogen Bulb	6	BP	$3.99
EIK	9007BP	Eiko Clear 9007 Halogen Bulb	6	BP	$3.99
EIK	9008BP	Eiko Clear 9008 Halogen Bulb	6	BP	$8.99
EIK	H755BP	Eiko Clear H7 Halogen Bulb	6	BP	$4.99
EIK	H1155BP	Eiko Clear H11 Halogen Bulb	6	BP	$6.99
EIK	H11B-BP	Eiko Clear H11B Halogen Bulb	6	BP	$12.99
EIK	9012LLBP	Eiko Clear HIR2 Bulb	6	BP	$13.60
EIK	7443	Eiko Clear 7443 Incandescent Bulb	3	BX	$11.99
EIK	3157NA	Eiko Amber 3157NA Bulb	3	BX	$9.99
EIK	168	Eiko Clear 168 Incandescent Bulb	3	BX	$3.99
EIK	194NA	Eiko Amber 194 Incandescent Bulb	3	BX	$5.99
EIK	2825	Eiko Clear 2825 Incandescent Bulb	3	BX	$3.99
EIK	7440	Eiko Clear 7440 Incandescent Bulb	3	BX	$11.99
EIK	912	Eiko Clear 912 Incandescent Bulb	3	BX	$3.99
EIK	2357	Eiko Clear 2357 Bulb	3	BX	$3.99
EIK	3156	Eiko Clear 3156 Incandescent Bulb	3	BX	$5.99
FD	25	Floor Dry Diatomaceous Absorbent - 25 lb.	10	EA	$13.99
FD	9825	EP Minerals Floor Dry Oil Absorbent - 25 lb.	10	EA	$13.99
FPP	00100	Fuel Power Diesel Fuel Treatment - 8 oz.	6	EA	$9.59
FPP	00105	Lubricity Plus Diesel Fuel Treatment - 32 oz.	6	EA	$14.39
FPP	00106	Polar Power Anti-Gel and Water Dispersant - 32 oz.	6	EA	$15.49

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LINE	ITEM	DESCRIPTION	MIN SELL QTY	PKG QTY	PRICE
FPP	01300	Biodiesel Fuel Treatment - 16 oz.	6	EA	$11.39
GAT	27312	Gates Barricade Fuel Line Hose - 3/16"	25	FT	$1.63
GAT	27316	Gates Barricade Fuel Line Hose - 1/2"	25	FT	$3.47
GOE	22001	Sta-Bil Fogging Oil - 12 oz.	12	EA	$4.99
GOE	22208	Sta-Bil Fuel Stabilizer - 8 oz.	6	EA	$7.49
GOE	22239	Sta-Bil Fuel Stabilizer (Marine) - 8 oz.	6	EA	$11.99
GOE	22240	Sta-Bil Fuel Stabilizer (Marine) - 32 oz.	6	EA	$24.99
GOJ	1115	GoJo Original Hand Cleaner - 4.5 lb.	6	EA	$17.99
GP	19378	GP Bath Tissue- 1500 Sheet, Coreless	18	EA	$2.99
GP	26601	GP Towels - 800'	6	RL	$7.99
GP	28124	GP Paper Towels - Soft/Center Pull	6	EA	$7.99
GP	89460	GP Enmotion Touchless Towels	6	RL	$12.99
HOW	103060-1/2	Howe's Diesel Fuel Treatment - 1/2 Gallon	6	EA	$13.49
HOW	103062-QT	Howe's Diesel Fuel Treatment - 32 oz.	6	EA	$10.49
JHN	2420	Johnsen's Brake Parts Cleaner - 16 oz.	12	EA	$4.39
JHN	5101	Johnsen's Air Brake Antifreeze - Gallon	4	EA	$15.99
JOE	101P	Joe's Hand Cleaner - 4 1/2 lb.	6	EA	$14.99
JOE	401P	Joe's Hand Scrub - 4 1/2 lb.	6	EA	$14.99
LBG	20404	Lubegard Power Steering Fluid Protectant - 4 oz.	6	EA	$6.99
LBG	60902	Lubegard ATF Protectant - 10 oz.	6	EA	$12.99
LBG	61910	Lubegard ATF Supplement - 10 oz.	6	EA	$12.19
LBG	62005	Lubegard M-V ATF Supplement - 10 oz.	6	EA	$11.99
LUC	10002	Lucas Heavy-Duty Oil Stabilizer - Gallon	4	EA	$32.99
LUC	10003	Lucas Heavy-Duty Oil Stabilizer - 32 oz.	6	EA	$12.49
LUC	10008	Lucas Power Steering Stop Leak - 12 oz.	6	EA	$12.59
LUC	10013	Lucas Complete Fuel Treatment - Gallon	4	EA	$31.99
LUC	10088	Lucas Hub Oil Stop Leak - 32 oz.	12	EA	$7.99
LUC	10130	Lucas Synthetic Oil Stabilizer - 32 oz.	6	EA	$19.99
LUC	10160	Lucas Slick Mist Speed Wax - 24 oz.	6	EA	$9.49
LUC	10278	Lucas Engine Oil Stop Leak - 32 oz.	12	EA	$10.49
MHC	MP47010	MasterPro® Hose Clamp - 9/16" - 1-1/16"	10	EA	$3.99
MHC	MP47012	MasterPro® Hose Clamp - 5/8" - 1-1/4"	10	EA	$3.99
MHC	MP47016	MasterPro® Hose Clamp - 13/16" - 1-1/2"	10	EA	$3.99
MHC	MP47020	MasterPro® Hose Clamp - 13/16" - 1-3/4"	10	EA	$3.99
MHC	MP47024	MasterPro® Hose Clamp - 1-1/16" - 2"	10	EA	$3.99
MHC	MP47028	MasterPro® Hose Clamp - 1-5/16"-2-1/4"	10	EA	$3.99
MHC	MP47032	MasterPro® Hose Clamp - 1-9/16" - 2-1/2"	10	EA	$4.19
MHC	MP47036	MasterPro® Hose Clamp - 1-13/16"-2-3/4"	10	EA	$4.19
MHC	MP47040	MasterPro® Hose Clamp - 2-1/16" - 3"	10	EA	$4.19
MHC	MP47044	MasterPro® Hose Clamp - 2-5/16" - 3-1/4"	10	EA	$4.19
MHC	MP47048	MasterPro® Hose Clamp - 2-9/16" - 3-1/2"	10	EA	$4.19
MHC	MP5006	MasterPro® Hose Clamp - 3/8" - 7/8"	10	EA	$0.69
MHC	MP5008	MasterPro® Hose Clamp - 7/16" - 1"	10	EA	$0.69
MHC	MP5010	MasterPro® Hose Clamp - 9/16" - 1-1/16"	10	EA	$0.69
MHC	MP5012	MasterPro® Hose Clamp - 9/16" - 1-1/4"	10	EA	$0.69
MHC	MP5016	MasterPro® Hose Clamp - 11/16" - 1-1/2"	10	EA	$0.69
MHC	MP5020	MasterPro® Hose Clamp - 3/4" - 1-3/4"	10	EA	$0.69
MHC	MP5024	MasterPro® Hose Clamp - 1-1/16" - 2"	10	EA	$0.89
MHC	MP5028	MasterPro® Hose Clamp - 1-5/16" - 2-1/4"	10	EA	$0.89

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LINE	ITEM	DESCRIPTION	MIN SELL QTY	PKG QTY	PRICE
MHC	MP5032	MasterPro® Hose Clamp - 1-1/2" - 2-1/2"	10	EA	$0.89
MHC	MP5036	MasterPro® Hose Clamp - 1-13/16" - 2-3/4"	10	EA	$0.89
MHC	MP5040	MasterPro® Hose Clamp - 2-1/16" - 3"	10	EA	$0.89
MHC	MP5044	MasterPro® Hose Clamp - 2-5/16" - 3-1/4"	10	EA	$0.89
MHC	MP5048	MasterPro® Hose Clamp - 2-9/16" - 3-1/2"	10	EA	$0.89
MHC	MP5052	MasterPro® Hose Clamp - 2-13/16" - 3-3/4"	10	EA	$0.89
MHC	MP5056	MasterPro® Hose Clamp - 3-1/16" - 4"	10	EA	$0.89
MHC	MP5064	MasterPro® Hose Clamp - 3-9/16" - 4-1/2"	10	EA	$0.89
MHC	MP5072	MasterPro® Hose Clamp - 4-1/10" - 5"	10	EA	$0.89
MHC	MP52F13	MasterPro® FI Hose Clamp - 1/4" x 5/16"	10	EA	$1.59
MHC	MP52F15	MasterPro® FI Hose Clamp - 5/16" x 5/16"	10	EA	$1.59
MHC	MP52F16	MasterPro® FI Hose Clamp - 3/8" x 5/16"	10	EA	$1.59
MHC	MP6202	MasterPro® Micro Gear Clamp - 1/4" - 5/8"	10	EA	$0.69
MHC	MP6203	MasterPro® Micro Gear Clamp - 5/16" - 7/8"	10	EA	$0.69
MHC	MPT20044	MasterPro® Heavy-Duty Hose Clamp - 2-1/4" - 2-9/16"	10	EA	$6.69
MHC	MPT20060	MasterPro® Heavy-Duty Hose Clamp - 2-3/4" - 3-1/16"	10	EA	$6.69
MHC	MPT20072	MasterPro® Heavy-Duty Hose Clamp - 3-1/8" - 3-7/16"	10	EA	$6.69
MHC	MPT20080	MasterPro® Heavy-Duty Hose Clamp - 3-3/8" - 3-11/16"	10	EA	$6.69
MHC	MPT20084	MasterPro® Heavy-Duty Hose Clamp - 3-1/2" - 3-13/16"	10	EA	$6.69
MHC	MPT20088	MasterPro® Heavy-Duty Hose Clamp - 3-5/8" - 3-15/16"	10	EA	$6.69
MHC	MPT20092	MasterPro® Heavy-Duty Hose Clamp - 3-3/4" - 4-1/6"	10	EA	$6.69
MHC	MPT20100	MasterPro® Hose Clamps 4-1/16" To 4-5/16" Hose Clamp	10	EA	$6.69
MHC	MPT20108	MasterPro® Heavy-Duty Hose Clamp - 4-5/16" - 4-5/8"	10	EA	$6.69
MMD	M40-11	Motor Medic DOT 5 Brake Fluid - 11 oz.	12	EA	$12.99
MP	80414	MasterPro® Carb & Choke Cleaner - 12.5 oz.	12	EA	$3.49
MP	80810	MasterPro® Power Steering Fluid - 32 oz.	6	EA	$13.99
MP	80813	MasterPro® Power Steering Fluid - 12 oz.	6	EA	$6.19
MP	90356	MasterPro® Multi-Purpose Lithium Grease - 1 lb. Tub	6	EA	$6.89
MP	90358	MasterPro® 14 oz. - Lithium Grease Tube	6	EA	$6.69
MP	90366	MasterPro® 1 lb. - Moly EP Tub	6	EA	$6.89
MP	90368	MasterPro® 14 oz. - Moly EP Tube	6	EA	$6.69
MP	90372	MasterPro® Hi-Temp Wheel Bearing Grease - 4 lb. Tub	6	EA	$17.99
MP	90374	MasterPro® Hi-Temp Wheel Bearing Grease - 1 lb. Tub	6	EA	$6.99
MP	90376	MasterPro® Hi-Temp Wheel Bearing Grease - 14 oz. Tube	6	EA	$6.69
MP	90378	MasterPro® 1 lb. - Marine Tube Grease Tub	6	EA	$6.89
MP	90380	MasterPro® 14 oz. - Marine Tube Grease Tube	6	EA	$6.69
MTM	25324	Dorman Thread Sealing Tape - 1/2"	3	CD	$3.59
NIC	35335	2" HD Clamp	6	EA	$1.99
NIC	35336	2-1/4" HD Clamp	6	EA	$1.99
NIC	35337	2-1/2" HD Clamp	6	EA	$1.99
NIC	35343	1-3/4" HD Clamp	6	EA	$1.99
NIC	35344	1-7/8" HD Clamp	6	EA	$1.99
NIC	35364	2-1/8" HD Clamp	6	EA	$1.99
NIC	35793	2-3/4" HD Clamp	6	EA	$1.99
NIC	35794	3" HD Clamp	6	EA	$1.99
NIC	36509	1-1/2" HD Clamp	6	EA	$1.99
NIC	36510	1-5/8" HD Clamp	6	EA	$1.99
OD	40	Thrifty Sorb Oil Absorbent, Clay - 40 lb.	10	EA	$12.99
OD	L91100MR	Sweeping Compound 100 lb. Box	2	BX	$20.99

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LINE	ITEM	DESCRIPTION	MIN SELL QTY	PKG QTY	PRICE
ORC	00482	O'Reilly® Brake Parts Cleaner Low VOC - 14 oz.	12	EA	$3.49
ORC	46580	O'Reilly® Brake Parts Cleaner CA VOC - 14 oz.	12	EA	$3.49
ORC	46581	O'Reilly® Carb Cleaner CA VOC - 12.5 oz.	12	EA	$3.29
ORC	72105	O'Reilly® DOT 3 Brake Fluid - Gallon	3	EA	$25.99
ORC	72120	O'Reilly® DOT 3 Brake Fluid - 32 oz.	6	EA	$6.29
ORC	72126	O'Reilly® DOT 3 Brake Fluid - 12 oz.	12	EA	$2.99
ORC	72142	O'Reilly® Fuel Injector & Carb Cleaner - 12 oz.	12	EA	$3.19
ORC	72152	O'Reilly® Gas Treatment - 12 oz.	12	EA	$3.19
ORC	72157	O'Reilly® Octane Booster - 12 oz.	12	EA	$3.49
ORC	72408	O'Reilly® Brake Parts Cleaner - 14 oz.	12	EA	$3.49
ORC	72414	O'Reilly® Carb Cleaner - 12.5 oz.	12	EA	$3.29
ORC	72805	O'Reilly® Power Steering Fluid - Gallon	3	EA	$19.99
ORC	72810	O'Reilly® Power Steering Fluid - Quart	6	EA	$5.69
PBB	26-PB	P'Blaster Penetrating Catalyst - 18 oz.	6	EA	$8.49
PER	22058	Permatex Dielectric Grease - 3 oz.	3	EA	$8.49
PER	22071	Permatex RTV Silicone Gasket Maker - 0.5 oz.	3	CD	$6.49
PER	22072	Permatex Ultra Black RTV Silicone Gasket Maker - 0.5 oz.	3	EA	$6.49
PER	24026	Permatex High Temperature Threadlocker - Red - 6 ml	6	EA	$8.99
PER	24105	Permatex Ultra Black RTV Silicone Gasket Maker - 15 oz. Cartridge	3	EA	$21.99
PER	24200	Permatex Threadlocker - Blue - 6 ml	3	EA	$8.49
PER	24240	Permatex Threadlocker - Blue - 36 ml	6	EA	$23.99
PER	24283	Permatex Threadlocker - Blue - 90 ml	6	EA	$41.99
PER	25219	Permatex Pumice Lotion Hand Cleaner - Gallon	4	EA	$13.99
PER	25223	Permatex The Right Stuff Gasket Maker - 4 oz. Tube	6	EA	$20.99
PER	25229	Permatex The Right Stuff Gasket Maker - 3 oz. Power Can	6	EA	$16.99
PER	27010	Permatex Gel Twist Threadlocker - Red - 10g	6	EA	$13.99
PER	27100	Permatex High Strength Threadlocker - Red - 6 ml	3	EA	$8.49
PER	27140	Permatex High Strength Threadlocker - Red - 36 ml	6	EA	$23.99
PER	27183	Permatex High Strength Threadlocker - Red - 90 ml	6	EA	$41.49
PER	27200	Permatex High Temperature Threadlocker - Red - 10 ml	3	EA	$11.99
PER	27240	Permatex High Temperature Threadlocker - Red - 36 ml	6	EA	$27.99
PER	29000	Permatex Penetrating Grade Threadlocker - Green - 6 ml	3	EA	$8.99
PER	29040	Permatex Penetrating Grade Threadlocker - Green - 36 ml	6	EA	$26.99
PER	29208	Permatex The Right Stuff Gasket Maker - 5 oz. Cartridge	6	EA	$19.99
PER	33694	Permatex The Right Stuff Gasket Maker - 10.1 oz. Cartridge	6	EA	$27.99
PER	34310	Permatex The Right Stuff Gasket Maker - Grey - 10.1 oz. Cartridge	6	EA	$35.99
PER	34311	Permatex The Right Stuff Gasket Maker - Grey - 5 oz. Cartridge	6	EA	$24.99
PER	34426	Permatex The Right Stuff Gasket Maker - Red - 7.5 oz. Power Can	6	EA	$27.99
PER	51531	Permatex Anaerobic Flange Sealant - 50 ml Tube	6	EA	$32.99
PER	51813	Permatex Anaerobic Gasket Maker - 50 ml Tube	6	EA	$14.99
PER	51817	Permatex Anaerobic Gasket Maker - 6 ml Tube	6	EA	$5.99
PER	81624	Permatex High Temperature RTV Silicone Gasket Maker - Red - 11 oz. Cartridge	3	EA	$21.99
PER	81422	Permatex Sensor Safe High Temperature RTV Silicone Gasket Maker - 3 oz. Tube	3	EA	$8.99
PER	81724	Permatex Ultra Blue Multipurpose RTV Silicone Gasket Maker - 3.35 oz.	3	CD	$8.99
PER	81725	Permatex Ultra Blue Multipurpose RTV Silicone Gasket Maker - 13 oz. Cartridge	3	EA	$18.99
PER	81878	Permatex Ultra Copper Max Temp RTV Silicone Gasket Maker - 3 oz.	3	CD	$10.49
PER	81915	Permatex High-Temp Red RTV Silicone Gasket, 7.25 oz. Automatic Tube	6	EA	$17.99
PER	82180	Permatex Ultra Black Oil Resistant RTV Silicone Gasket Maker - 3.35 oz.	3	CD	$8.49
PER	82194	Permatex Ultra Grey Rigid High Torque RTV Silicone Gasket Maker - 3.5 oz.	3	CD	$9.49

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PER	85080	Permatex Ultra Black Oil Resistant RTV Silicone Gasket Maker - 9.5 oz. Power Can	6	EA	$21.99
PER	85084	Permatex Ultra Grey Rigid High Torque RTV Silicone Gasket Maker - 9.5 oz. Power Can	6	EA	$26.99
PER	85144	Permatex The Right Stuff Gasket Maker - Gray - 7.5 oz. Power Can	6	EA	$26.99
PER	85224	Permatex The Right Stuff Gasket Maker - Black - 7.5 oz. Power Can	6	EA	$28.99
PER	85519	Permatex Ultra Blue Multipurpose RTV Silicone Gasket Maker - 9.5 oz. Power Can	6	EA	$17.99
PPS	13502383	Precision® Power Steering Return Line Hose Assembly 3/8"	25	FT	$1.79
SAS	66516	Raven Black Nitrile Gloves - Small	3	BX	$19.99
SAS	66517	Raven Black Nitrile Gloves - Medium	3	BX	$19.99
SAS	66518	Raven Black Nitrile Gloves - Large	3	BX	$19.99
SAS	66519	Raven Black Nitrile Gloves - X-Large	3	BX	$19.99
SAS	66520	Raven Black Nitrile Gloves - XX-Large	3	BX	$19.99
SCO	07223	Scott Bathroom Tissue - 2,000 ft.	3	CS	$59.99
SCO	75130	Scott Shop Towels - 55 count	30	RL	$3.99
SCO	75260	Scott Rags in a Box - 200 count	8	BX	$13.99
SEF	BBG4	Sea Foam Bugs-B-Gone - Gallon	4	EA	$35.99
SEF	DC14	Sea Foam Deep Creep Penetrating Lubricant - 12 oz.	6	EA	$10.99
SEF	SS14	Sea Foam Intake Cleaner & Lube - 12 oz.	6	EA	$11.99
SEF	TT16	Sea Foam Trans Tune Transmission Additive - 16 oz.	6	EA	$11.99
SEL	5440030	Sellars Shop Towels - 55 count	30	EA	$3.99
SEL	5820208	Sellars Shop Towels - 200 count	8	EA	$13.99
SF	11	Starting Fluid - 7.2 oz.	6	EA	$3.99
SF	15	Starting Fluid - 10.7 oz.	6	EA	$5.39
SPW	00050	Sprayway Glass Cleaner - 19 oz.	6	EA	$5.99
SS	01346	Super Start® Battery Terminals - Universal	10	CD	$7.99
SS	SK7001	Super Start® Battery Terminals - Top Post	10	EA	$4.89
SS	SK7401	Super Start® Battery Terminals - Side Post	10	EA	$4.89
SYL	9003BP	Sylvania Halogen Headlight Bulb - 9003	6	BP	$5.99
SYL	9004BP	Sylvania Halogen Headlight Bulb - 9004	6	BP	$5.99
SYL	9005BP	Sylvania Halogen Headlight Bulb - 9005	6	BP	$5.99
SYL	9006BP	Sylvania Halogen Headlight Bulb - 9006	6	BP	$5.99
SYL	9007BP	Sylvania Halogen Headlight Bulb - 9007	6	BP	$5.99
SYL	9008/H13BP	Sylvania Halogen Headlight Bulb - H13/9008	6	BP	$10.99
SYL	9012BP	Sylvania Halogen Headlight Bulb - 9012	6	BP	$15.99
SYL	H11BP	Sylvania Halogen Headlight Bulb - H11	6	BP	$13.99
SYL	H1BP	Sylvania Halogen Headlight Bulb - H1	6	BP	$5.99
SYL	H3-100WBP	Sylvania Halogen Capsule - Offroad - H3-100WBP	6	BP	$4.99
SYL	H3-55WBP	Sylvania Basic Incandescent Headlight Bulb - H3-55W	6	BP	$2.99
SYL	H4651	Sylvania Sealed Beam Headlight Bulb - H4651	4	EA	$6.89
SYL	H4656	Sylvania Sealed Beam Headlight Bulb - H4656	4	EA	$6.89
SYL	H4666	Sylvania Sealed Beam Headlight Bulb - H4666	4	EA	$6.89
SYL	H5001	Sylvania Sealed Beam Headlight Bulb - H5001	4	EA	$6.89
SYL	H5006	Sylvania Sealed Beam Headlight Bulb - H5006	4	EA	$6.89
SYL	H6024	Sylvania Sealed Beam Headlight Bulb - H6024	4	EA	$8.29
SYL	H6054	Sylvania Sealed Beam Headlight Bulb - H6054	4	EA	$7.99
SYL	H7BP	Sylvania Basic Incandescent Headlight Bulb - H7	6	BP	$11.99
SYL	D1SPB1	Sylvania HID Capsule - D1S	2	EA	$59.99
SYL	D2SPB1	Sylvania HID Capsule - D2S	2	EA	$59.99
SYL	D3SPB1	Sylvania HID Capsule - D3S	2	EA	$79.99
SYL	9003XVBP	Sylvania 9003 XtraVision Halogen Headlight Bulb	6	BP	$8.99

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LINE	ITEM	DESCRIPTION	MIN SELL QTY	PKG QTY	PRICE
SYL	9005XVBP	Sylvania 9005 XtraVision Halogen Headlight Bulb	6	BP	$8.99
SYL	9006XVBP	Sylvania 9006 XtraVision Halogen Headlight Bulb	6	BP	$8.99
SYL	9007XVBP	Sylvania 9007 XtraVision Halogen Headlight Bulb	6	BP	$8.99
SYL	H13XVBP	Sylvania H13 XtraVision Halogen Headlight Bulb	6	BP	$16.99
SYL	9012XVBP	Sylvania 9012 XtraVision Halogen Headlight Bulb	6	BP	$23.99
SYL	H7XVBP	Sylvania H7 XtraVision Halogen Headlight Bulb	6	BP	$16.99
SYL	H11XVBP	Sylvania H11 XtraVision Halogen Headlight Bulb	6	BP	$16.99
TRI	25-140	TRICO Force Wiper Blade - 14"	10	EA	$17.99
TRI	25-150	TRICO Force Wiper Blade - 15"	10	EA	$17.99
TRI	25-160	TRICO Force Wiper Blade - 16"	10	EA	$17.99
TRI	25-170	TRICO Force Wiper Blade - 17"	10	EA	$17.99
TRI	25-180	TRICO Force Wiper Blade - 18"	10	EA	$17.99
TRI	25-190	TRICO Force Wiper Blade - 19"	10	EA	$17.99
TRI	25-200	TRICO Force Wiper Blade - 20"	10	EA	$17.99
TRI	25-210	TRICO Force Wiper Blade - 21"	10	EA	$17.99
TRI	25-220	TRICO Force Wiper Blade - 22"	10	EA	$17.99
TRI	25-240	TRICO Force Wiper Blade - 24"	10	EA	$17.99
TRI	25-260	TRICO Force Wiper Blade - 26"	10	EA	$17.99
TRI	25-280	TRICO Force Wiper Blade - 28"	10	EA	$17.99
TRI	29-130	TRICO Rainguard Beam Wiper Blade - 13"	10	EA	$8.39
TRI	29-150	TRICO Rainguard Beam Wiper Blade - 15"	10	EA	$8.39
TRI	29-160	TRICO Rainguard Beam Wiper Blade - 16"	10	EA	$8.39
TRI	29-170	TRICO Rainguard Beam Wiper Blade - 17"	10	EA	$8.39
TRI	29-180	TRICO Rainguard Beam Wiper Blade - 18"	10	EA	$8.39
TRI	29-190	TRICO Rainguard Beam Wiper Blade - 19"	10	EA	$8.39
TRI	29-200	TRICO Rainguard Beam Wiper Blade - 20"	10	EA	$8.39
TRI	29-210	TRICO Rainguard Beam Wiper Blade - 21"	10	EA	$8.39
TRI	29-220	TRICO Rainguard Beam Wiper Blade - 22"	10	EA	$8.39
TRI	29-240	TRICO Rainguard Beam Wiper Blade - 24"	10	EA	$8.39
TRI	29-260	TRICO Rainguard Beam Wiper Blade - 26"	10	EA	$8.39
TRI	29-280	TRICO Rainguard Beam Wiper Blade - 28"	10	EA	$8.39
TRI	29-290	TRICO Rainguard Beam Wiper Blade - 29"	10	EA	$8.39
TRI	31-110	TRICO Rainguard Wiper Blade - 11"	10	EA	$2.99
TRI	31-130	TRICO Rainguard Wiper Blade - 13"	10	EA	$2.99
TRI	31-150	TRICO Rainguard Wiper Blade - 15"	10	EA	$2.99
TRI	31-160	TRICO Rainguard Wiper Blade - 16"	10	EA	$2.99
TRI	31-170	TRICO Rainguard Wiper Blade - 17"	10	EA	$2.99
TRI	31-180	TRICO Rainguard Wiper Blade - 18"	10	EA	$2.99
TRI	31-190	TRICO Rainguard Wiper Blade - 19"	10	EA	$2.99
TRI	31-200	TRICO Rainguard Wiper Blade - 20"	10	EA	$2.99
TRI	31-210	TRICO Rainguard Wiper Blade - 21"	10	EA	$2.99
TRI	31-220	TRICO Rainguard Wiper Blade - 22"	10	EA	$2.99
TRI	31-240	TRICO Rainguard Wiper Blade - 24"	10	EA	$2.99
TRI	31-260	TRICO Rainguard Wiper Blade - 26"	10	EA	$2.99
TRI	31-280	TRICO Rainguard Wiper Blade - 28"	10	EA	$2.99
TRI	37-160	TRICO Chill Wiper Blade - 16"	10	EA	$11.99
TRI	37-180	TRICO Chill Wiper Blade - 18"	10	EA	$11.99
TRI	37-205	TRICO Chill Wiper Blade - 20"	10	EA	$11.99
TRI	37-225	TRICO Chill Wiper Blade - 22"	10	EA	$11.99

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LINE	ITEM	DESCRIPTION	MIN SELL QTY	PKG QTY	PRICE
TRI	37-245	TRICO Chill Wiper Blade - 24"	10	EA	$11.99
TRI	37-260	TRICO Chill Wiper Blade - 26"	10	EA	$11.99
TRI	37-280	TRICO Chill Wiper Blade - 28"	10	EA	$11.99
VCC	981610	Viking Shop Towels - 25 pack	3	PK	$6.99
VER	12007	VersaChem Super Clear Silicone Gasket Maker - 10.3 oz.	3	EA	$12.99
VER	12270	VersaChem Black Automotive RTV Silicone - 10.3 oz.	3	EA	$12.99
VER	13010	VersaChem Anti-seize Lubricant - 8 oz.	3	EA	$9.49
VER	65010	VersaChem High Temp Red Silicone - 10.3 oz.	3	EA	$17.99
VER	65309	VersaChem High Temp Red Silicone - 3 oz.	6	EA	$7.49
VER	73009	VersaChem Clear Super Silicone - 3 oz.	6	EA	$7.99
VER	99839	VersaChem Mega Black OEM High Temp Silicone Gasket Maker - 3 oz.	6	EA	$7.99
VER	99939	VersaChem Mega Gray OEM Import Gasket Maker - 3 oz.	6	EA	$6.49
WIP	GAL	O'Reilly® Windshield Washer Fluid - 20°F - Gallon	6	EA	$3.29
WIP	GAL+32	O'Reilly® Windshield Washer Fluid +32°F - Gallon	6	EA	$3.29
WIP	GAL-0	O'Reilly® Windshield Washer Fluid 0°F - Gallon	6	EA	$3.29
WIP	GAL-TX	O'Reilly® Windshield Washer Fluid +22°F - Gallon	6	EA	$3.29

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SHOP SPECIALS

SERVICE, PRICE, AND AVAILABILITY.
*THE **BEST TOTAL VALUE** IN THE AFTERMARKET*

O'Reilly AUTO PARTS

DEDICATED TO THE PROFESSIONAL

FEBRUARY 2025 – IGNITION/ENGINE MANAGEMENT



IGNITE TRUST WITH QUALITY IGNITION SYSTEM REPAIRS



EARN TWO PAIRS OF WORK GLOVES

LEARN MORE ON BACK

Part # 491 4616

OE-MATCHED PERFORMANCE

IMPORT DIRECT®
OE REPLACEMENT PARTS

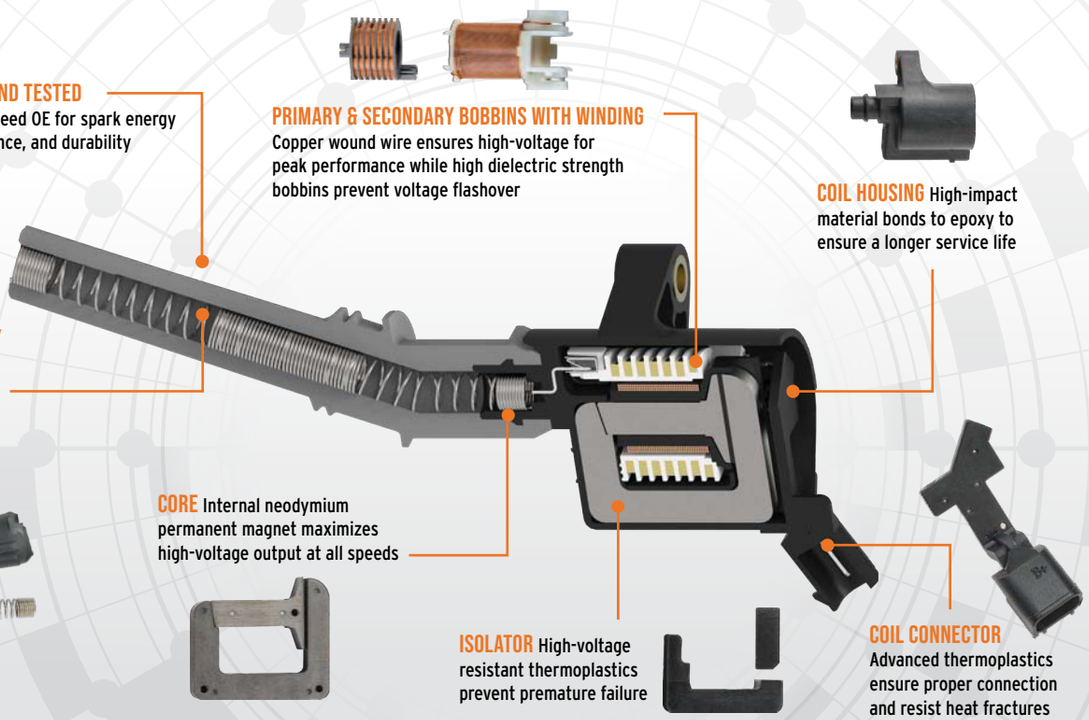
Trusted to install & perform like OE

IGNITION COILS

- Higher insulation grade copper wires to ensure heat resistance
- High-temperature boot prevents high voltage leaks
- Tested under extreme engine conditions at 7200 RPM







ENGINEERED AND TESTED to match or exceed OE for spark energy output, impedance, and durability

PRIMARY & SECONDARY BOBBINS WITH WINDING Copper wound wire ensures high-voltage for peak performance while high dielectric strength bobbins prevent voltage flashover

COIL HOUSING High-impact material bonds to epoxy to ensure a longer service life

BOOT & SPRING ASSEMBLY High-temp boot prevents high-voltage leaks while stainless steel spring with internal ferrite noise suppressor prevents RFI

CORE Internal neodymium permanent magnet maximizes high-voltage output at all speeds

ISOLATOR High-voltage resistant thermoplastics prevent premature failure

COIL CONNECTOR Advanced thermoplastics ensure proper connection and resist heat fractures

WHEN OE PERFORMANCE MATTERS GET VEHICLE ELECTRONICS FROM IMPORT DIRECT®



Crank Sensors



Speed Sensors



Knock Sensors



Temperature Sensors

IMPORT DIRECT®
OE REPLACEMENT PARTS

LUCAS®

CLEANER AND DEGREASER

- Removes any build-up that can cause loss of power, rough idle, high emissions, and hard starting
- Helps remove unwanted deposits such as gum, varnish, oil, brake fluid, grease, dirt, and sludge
- Cleans brakes for better performance and smoother operation

$7.99

LUC 11115



CRC®

LECTRA-MOTIVE® ELECTRIC PARTS CLEANER

Specifically designed for energized electrical equipment.

$12.99

CRC 5018 19 oz.



PERFORMANCE TOOL®

7/8" OXYGEN SENSOR SOCKET

- 3/8" drive
- Removes and installs sensors on computerized engine control vehicles

$16.99

PFM W84008



K-SEAL®

COOLANT LEAK REPAIR

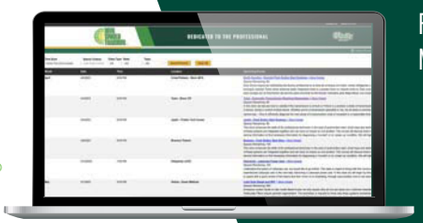
- Fixes most leaks in all types of water-cooled engine including cracked heads, head gasket failures, cracked blocks, radiators, heater cores, and water pumps
- A repair made with K-Seal HD is permanent, guaranteed for the lifetime of the engine

$17.49

KSL ST5516



REAL WORLD TRAINING® WEBSITE



Find **Industry-Leading** Technician, Business Management, and Emerging Technology Training

SCAN HERE TO LEARN MORE

DORMAN®

CIRCUIT TESTER

- LCD display
- Made to test a variety of electrical parameters

$26.99

CTI 88058



PERFORMANCE TOOL®

PRO MULTIMETER

- Perform standard tests for troubleshooting and diagnostics
- Measure and set typical automotive functions with the tach and dwell settings

$36.99

PFM W2972



LISLE®

RELAY JUMPER KIT II

Set includes four jumpers to fit many popular relays on Honda, Nissan, Toyota, newer Ford and GM mini and micro relays, as well as International trucks.

$99.99

LIS 60610



PB B'LASTER®

PARTS WASHER SOLVENT

- Cuts through cutting oil, motor oils, and grease
- High flashpoint formula: 145°F
- 50-State compliant

$104.99

PBB 5PWS 5 Gallons



FIRSTCALLONLINE.COM IS NOW OREILLYPRO.COM

NOW INTEGRATED INTO OUR NEW MOBILE APP



NOW AVAILABLE IN SPANISH!

SEARCH FOR O'REILLY PRO IN YOUR APP STORE

O'Reilly AUTO PARTS PRO

GET IT ON Google Play

Download on the App Store

SCAN HERE TO DOWNLOAD FOR BOTH IOS & ANDROID

STOCK UP

SYLVANIA®
LED POD LIGHT
$19.99



SYL UL4INFLUSHV2

SYLVANIA®
6" LIGHT BAR
$24.99



SYL RGBAR6INFLV2

SYLVANIA®
RUGGED 2100 LUMEN 4" ROUND LED POD LIGHT
$29.99



SYL RGCUBE4INFL1V2 Cube
SYL RGRND4INFL1V2 Round



SYLVANIA®
PREMIUM METAL BULB CABINET

Includes 16 XtraVision Bulbs.

- Easily store halogen headlight and miniature auxiliary bulbs
- 10 peg hooks can display halogen blister packs
- 2 tip out drawers to hold miniature auxiliary bulbs
- Dimensions: 36.26" x 20.75" x 7.52"

$109.99

SYL CABINET XV

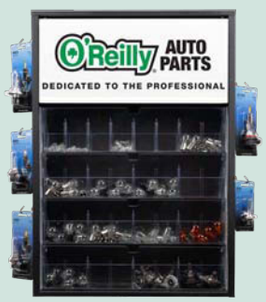
EIKO®
LIGHTING CABINET

- Conveniently stores and displays popular automotive lamps

INCLUDES:

- Miniatures - 1 box of 10 each: 168, 194, 921, 1156, 1157, 2057, 2825, 3057, 3157, 7443
- Capsules - 2 blister packs each of: 9003BP, 9006BP, H755BP, H155BP, 9007BP

$114.99



EIK CABINET110

POWER TORQUE® TOOLS & EQUIPMENT

PROFESSIONAL HAND TOOLS
POWER TORQUE
LIFETIME GUARANTEE



POWER TORQUE®
SWIVEL SPARK PLUG SOCKET

- 5/8" socket, 11" extension, 6 point, 3/8" drive

$14.99

PTT GM8556



POWER TORQUE®
5-PIECE MINI PLIERS SET

- Heat treated alloy steel
- Two tone ergonomic and comfort grip handles
- Precision machined jaws for long dependable life
- Diagonal cutting pliers
- Needle nose pliers
- Bent nose 45° pliers
- End cutter pliers
- Short nose pliers

$19.99

PTT GM1305



POWER TORQUE®
6-PIECE PLIERS SET
$79.99

PTT GM7713PT

POWER TORQUE®
12V DRILL

Includes 1/4" quick connect bit driver built in and a 3/8" keyless drill chuck adapter.

- 2-speed switchable motor 0-400 and 0-1400 RPM ranges
- 22 ft/lb of torque
- **Uses battery PTT PTT0005 or PTT0010**
- **1 Year Limited Warranty**

$59.99

PTT PTT0001



POWER TORQUE®
20V LITHIUM ION 1/2" DRIVE IMPACT WRENCH

- 3 speed and torque settings
- Unique Auto Brake stops reverse motion as soon as there is no resistance
- Built-in charge indicator and powered USB port
- 1-hour quick charger
- Includes case, charger, and 2 Ah battery
- **Uses battery PTT PTT0007 or PTT PTT0009**
- **1 Year Limited Warranty**



$114.99

PTT PTT0004



POWER TORQUE®

REPLACEMENT BATTERIES	PART #	AMP HOUR	VOLTAGE	PRICE
	PTT PTT0005	2.0 Ah	12 V	$22.99
	PTT PTT0010	4.0 Ah	12 V	$28.99
	PTT PTT0007	2.0 Ah	20 V	$31.99
	PTT PTT0009	4.0 Ah	20 V	$49.99

POWER TORQUE®
6 TON JACK STANDS

- Rugged unitized steel frame construction
- Positive self-locking saddle ratchet cam
- Sold in pairs
- Lift range: 15-3/4" - 24-3/8"
- **1 Year Limited Warranty**

$79.99



PTT PT34115

POWER TORQUE®
3 TON FLOOR JACK

- Extra side handle for convenient transportation
- Foot pedal for quick lift
- Lightweight aluminum
- Lift range: 3-3/4" to 18-7/8"
- **1 Year Limited Warranty**

$319.99

PTT PT34700



PAINT, BODY & EQUIPMENT



U-POL®

UNIVERSAL ADHESION PROMOTER

Promotes paint adhesion to most automotive surfaces, including plastics, aluminum, galvanized metal, zinc, painted surfaces, fiberglass, and even body fillers.

$19.84

UPL UP5024 12.4 oz.



U-POL®

ACID ETCH PRIMER

Promotes paint adhesion to bare metal and is ideal for use over most metals, including steel and aluminum.

$19.84

UPL UP5023 13.2 oz.

U-POL®

RAPTOR TRACTION

- Slip-resistant additive can be added directly into RAPTOR Tough and Tintable Protective Coating bottles prior to spraying
- 200g resealable bag



$19.88

UPL UP4800

U-POL®

RAPTOR COLOR TINT POUCHES

- RAPTOR Color is a concentrated tint for use with RAPTOR Tintable Protective Coating
- Mix RAPTOR Color with RAPTOR Tintable Base to give a rich, UV resistant color that won't fade even after years in the sun
- Available in a wide range of colors, choose either a single color or use different colors to create your own multicolored, custom look
- One pouch will tint 1 bottle of RAPTOR Tintable Base (UP0821 & UP0821V) 1.5 oz.

$27.82



UPL UP4854 White
UPL UP4856 Basalt Gray
UPL UP4858 Light Brown
UPL UP4861 Navy Blue
UPL UP4863 Green
UPL UP4868 Flame Red
UPL UP4865 Olive Green



U-POL®

STANDARD RAPTOR APPLICATION GUN

Specially constructed with European threading and longer dip tube to fit RAPTOR and GRAVITEX PLUS bottles. Screws directly onto the plastic bottle.

- Lightweight and easy to use
- Easy clean with removable dip tube and nozzle
- Longer pick-up tube for best results with U-Pol RAPTOR and GRAVITEX PLUS bottles

$32.96

UPL UP0726



*Product may vary by location.

U-POL®

4 LITER RAPTOR KIT

- Includes four 750ml bottles of bedliner coating and one 1L can of hardener
- Covers approximately 125 square ft.
- Compatible with RAPTOR application guns

$172.63

UPL UP0820* Black
UPL UP0821* Tintable

$178.54

UPL UP0820V* Black VOC
UPL UP0821V* Tintable VOC

MASTERPRO®

PROFESSIONAL GRADE.
SUPERIOR PERFORMANCE.
BUILT TO EXCEED.



PREMIUM ABRASIVES
THE ULTIMATE IN FINISH AND PERFORMANCE

Premium sandpaper discs designed with an alumina zirconia blend to cut fast, with a no-load coating for extended life. Each premium sandpaper disc is made with a resin bond for wet or dry sanding and a polyester film backing for a uniform cut and durability.

AVAILABLE EXCLUSIVELY FROM
O'Reilly AUTO PARTS
DEDICATED TO THE PROFESSIONAL

STOCK UP



15-40-1



15-40-2.5

15-40-5

SYN15-40-1

O'REILLY®

HEAVY-DUTY DIESEL

$16.99

ORO 15-40-1 1 Gal

$38.99

ORO 15-40-2.5 2.5 Gal

$69.99

ORO 15-40-5 5 Gal

O'REILLY®

HEAVY-DUTY FULL SYNTHETIC DIESEL

$21.99

ORO SYN15-40-1 1 Gal



O'REILLY®

HYDRAULIC AND TRACTOR FLUID

PART #	DESCRIPTION	SIZE
ORO 74209	Premium Tractor Hydraulic Fluid	5 Gallon
ORO 74309	AW-32 Non-Conductive Hydraulic Fluid	5 Gallon
ORO 74409	AW-46 Non-Conductive Hydraulic Fluid	5 Gallon
ORO 80086	AW-68 Non-Conductive Hydraulic Oil	5 Gallon

AG & HEAVY-DUTY PRODUCTS



GATES®

POWER GRIP® SB HOSE CLAMPS

Retain dynamic tension and never need retightening.
Clamp down better in all conditions and temperature extremes.

- Easy to install with ordinary heat gun
- Wider sealing area entraps connector bead
- Stop cold water leaks without the need to re-tighten
- Conform to any shape of hose and housing, even out-of-round fittings
- Unique indicator tells you when clamp has shrunk to seal
- Heat-sensitive thermoplastic with memory to prevent over- or under-tightening
- Temperature rating: -40°F to 302°F(-40°C to 150°C)
- Packaging: 10 per box

POWER GRIP® SB HOSE CLAMPS

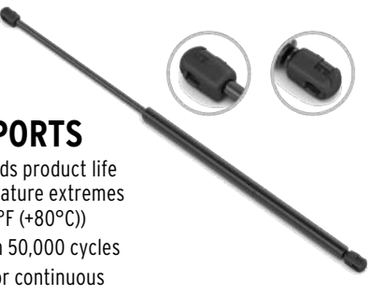
PART #	SIZE	DIAMETER	PRICE
GAT 32915	SB15	1/2" - 9/16"	$2.66
GAT 32919	SB15	9/16" - 13/16"	$2.83
GAT 32922	SB22	13/16" - 15/16"	$2.85
GAT 32925	SB25	15/16" - 1-1/16"	$3.81
GAT 32948	SB48	1-3/4" - 2"	$4.76
GAT 32941	SB41	1-1/2" - 1-3/4"	$4.83
GAT 32954	SB54	2" - 2-1/4"	$5.76



GATES®

MEGA CRIMP QUICK DISCONNECT

PART #	DESCRIPTION	FEMALE THREAD	PRICE
GAT G94011-0808	8MQBA-8FP	1/2 - 18NPT	$16.18
GAT G94511-0808	8MQPI-8FP	1/2 - 14NPT	$23.28
GAT G94021-0808	8FQBA-8FP	1/2 - 18NPT	$30.75
GAT G94521-0808	8FQPI-8FP	1/2 - 14NPT	$48.78



SACHS®

DIRECT-FIT TRACTOR LIFT SUPPORTS

- Rust-resistant piston rod extends product life
- Smooth operation in all temperature extremes (between -20°F (-30°C) and 176°F (+80°C))
- Consistent lifting force through 50,000 cycles
- Linear spring characteristics for continuous application of force across the entire range of movement

DIRECT-FIT TRACTOR LIFT SUPPORTS

PART #	FITS MANUFACTURE	APPLICATION	PRICE
SAC 5B752762	New Holland	Rear Window	$29.16
SAC 5B6521ID	John Deere	Rear Window	$29.16
SAC 1B095613	Massey Fergusan	Hood	$31.04
SAC 4B729941	John Deere	Rear Window	$38.57
SAC 4D978998	New Holland	Rear Window	$55.50
SAC 4B079499	Massey Fergusan	Rear Window	$46.09
SAC 3D2299NI	New Holland	Rear Window	$59.26
SAC 3B003092	John Deere	Cabin Door	$62.08



LUCAS®

MULTI-PURPOSE GREASE

$7.49

LUC 10005 14 oz.



LUCAS®

X-TRA HEAVY-DUTY GREASE

$8.49

LUC 10301 14 oz.

PERFORMANCE TOOL®

407-PIECE SAE O-RING ASSORTMENT

32 sizes of o-rings from
1/16 x 1/4 to 1/8 x 2-1/4".

$15.99

PFM W5202





PERFORMANCE TOOL®

150-PIECE HAIR PIN ASSORTMENT

Kit contents includes 6 popular sizes:

- (42) 3/32" dia. x 1-3/16" long
- (30) 5/64" dia. x 1-5/16" long
- (25) 5/64" dia. x 1-9/16" long
- (25) 7/64" dia. x 1-5/8" long
- (20) 9/64" dia. x 1-3/4" long
- (8) 5/32" dia. x 2-15/16" long

$9.99

PFM W5210



PERFORMANCE TOOL®

UNIVERSAL CLEVIS PIN ASSORTMENT

Hairpins:

- (7) 9/64" x 1-3/4"
- (8) 5/64" x 1-5/16"
- (8) 7/64" x 2-5/16"
- (20) 7/64" x 1-5/8"

Tillertine Pins:

- (3) 1/2" x 2"
- (5) 7/16" x 2-1/2"
- (5) 3/8" x 2"
- (18) 5/16" x 2"

$24.99

PFM W5359

GATES®

FLEETRUNNER® MICRO-V® SERPENTINE DRIVE BELTS

- Patented material provides peak performance at prolonged extreme operating temperatures
- Heavy-duty construction resists cracking and wear, even at extreme temperatures
- Special compound provides unmatched flexibility, stability, load carrying capacity, and belt life

FLEETRUNNER® MICRO-V® SERPENTINE DRIVE BELTS

PART #	LENGTH	# OF RIBS	PRICE
GAT K060637HD	64 - 5/16"	6	$28.85
GAT K080810HD	81 - 5/8"	8	$39.92
GAT K080806HD	81 - 1/8"	8	$45.77
GAT K080825HD	83 - 1/8"	8	$47.58
GAT K080830HD	65"	10	$55.50
GAT K080813HD	81 - 7/8"	8	$56.97
GAT K080575HD	58 - 1/16"	8	$58.57
GAT K070801HD	64 - 5/16"	6	$61.12



MURRAY®

BELT TENSIONERS

- The Murray brand is manufactured by the largest original equipment tensioner and pulley supplier in the world, to ensure proper form, fit, and performance
- Internal "round spring" technology to provide constant belt tension and alignment throughout its service life
- Heavy duty steel pulley construction
- OE-spec sealed ball bearings with synthetic grease and double lip seals for long life



BELT TENSIONERS

PART #	DESCRIPTION	APPLICATIONS	PRICE
MRY 2336002	Belt tensioner	Blue Bird, International, Thomas	$94.54
MRY 2336075	Belt tensioner	IC Corp, International	$105.24
MRY 2336014	Belt tensioner	Blue Bird, Orion Bus	$120.44
MRY 2336019	Belt tensioner	Blue Bird, Ford, Thomas	$124.83
MRY 2336026	Belt tensioner	Freightliner, IHC, Kenworth, Mack, Peterbilt, Volvo, Western Star	$153.21
MRY 2336090	Belt tensioner	Mack, Volvo	$202.73

WILSON

NOT SIMPLY REBUILT. REFABRICATED.

AG & HEAVY-DUTY ALTERNATORS & STARTERS

Wilson offers industry leading coverage for medium-duty and heavy-duty trucks and off-highway applications

- Manufactured to OEM specifications or better
- Highest quality and lowest warranty rate in the industry
- Complete domestic and import coverage

See our selection on **www.OReillyPro.com**



SUPER START FLEET & HEAVY DUTY

RELIABLE POWER

for farm equipment, buses, line-haul trucks, and industrial machinery



SCAN HERE FOR MORE INFORMATION



O'Reilly PARTS PAYOFF

EARN UP TO A $100 REWARD

WITH QUALIFYING BRANDS

QUALIFYING BRANDS

JANUARY 1 - MARCH 31, 2025

Qualifying items include these Chassis, Ride Control, Filtration and Rotating Electrical products:

IMPORT DIRECT OE REPLACEMENT PARTS
MASTERPRO
MICROGARD
MICROGARD SELECT
MONROE
PROTEC WIX FILTERS
precision
ULTIMA
ULTIMA SELECT
WILSON
WIX FILTERS

Earn a $25 O'Reilly® gift card, Visa® prepaid card, or O'Reilly® account credit for each $1000 in qualifying purchases. Payout limited to $100 per account, per promotional period (excluding Super Start® battery reward bonus).
See OReillyPro.com for additional information.

ENROLLMENT IS EASY!
VISIT WWW.OREILLYPRO.COM

FREE

TWO PAIRS OF WORK GLOVES



- Touchscreen compatible
- Hard knuckle protection
- Breathable nylon
- Adjustable wrist strap

WHEN YOU PURCHASE

$1000 OR MORE

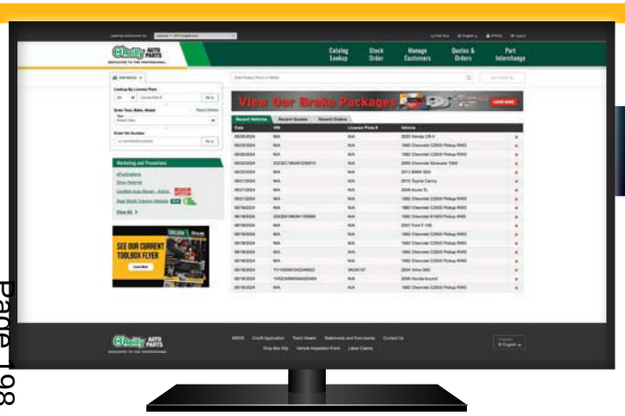
IN IGNITION AND ENGINE MANAGEMENT COMPONENTS

Limit two pairs of work gloves per account. For details and enrollment, visit OReillyPro.com.
Please allow 8-10 weeks for fulfillment. We reserve the right to provide a similar item of like value.

SUPER START® BATTERY BONUS!

Purchase 18 or more qualifying Extreme, Platinum, Premium, Fleet & Heavy Duty or Marine Super Start® batteries and receive $1.00 per battery.
For details and enrollment, visit OReillyPro.com.





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This advertisement is prepared in advance. Therefore, an advertised product may not be available due to sales above anticipated demand, or because of circumstances beyond our control. In every case, we are committed to resolving inventory shortages. We reserve the right to limit quantities and substitute equal value/like items for out of stock or discontinued merchandise. Artwork is for illustrative purposes only. Not responsible for errors in descriptions and/or illustrations. Not responsible for misprints. Special order items are noted with a Factory Direct logo. Freight charges may apply.

INS-4298 OR

Table B: Light to Medium Manufacturer/Brand Names Offered with percent (%) discounts. Catalog **MUST** be provided.

Item	Product/Category	Manufacturer/Brand Names (add additional offered in blanks)	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
1	Alternators & Starters	AC Delco	List less 41% or better	www.firstcallonline.com
		Beck/Armley		
		Motorcraft	List less 41% or better	www.firstcallonline.com
		FORD OEM		
		GM OEM		
		Chrysler OEM		
		Ultima Select	List less 41% or better	www.firstcallonline.com
		Wilson	List less 41% or better	www.firstcallonline.com
2	Bearings (Ball & Roller	BCA		
		Timkin		
		National		
		MasterPro	List less 41% or better	www.firstcallonline.com
		Precision	List less 41% or better	www.firstcallonline.com
3	Belts, Hoses & Clamps	Gates	List less 41% or better	www.firstcallonline.com
		Goodyear		
		Ideal		
		Motorcraft		
		FORD OEM		
		GM OEM		
		Chrysler OEM		
		MasterPro	List less 41% or better	www.firstcallonline.com
4	Brakes (Pads & Shoes)	Bendix		
		Eaton		
		Meritor		
		Raybestos, BrakeBest	List less 41% or better	www.firstcallonline.com
		Performance Friction	List less 41% or better	www.firstcallonline.com
		Motorcraft, AC Delco	List less 41% or better	www.firstcallonline.com
		FORD OEM		
		GM OEM		
5	Brakes (Drums & Rotors)	Guinte KIC, Webb, Raybestos	List less 41% or better	www.firstcallonline.com
		Vipar		
		United		
		Meritor		
		Motorcraft, BrakeBest HD	List less 41% or better	www.firstcallonline.com
		FORD OEM		
		GM OEM		
		NAPA		

Bid # 24-25-055

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provider Catalog
6	Brakes (Calipers)	Vipar		
		NAPA		
		Break Best (BrakeBest)	List less 41% or better	www.firstcallonline.com
		Motorcraft	List less 41% or better	www.firstcallonline.com
		AC Delco	List less 41% or better	www.firstcallonline.com
		Ford OEM		
		GM OEM		
7	Caps & Thermostats	Stant	List less 41% or better	www.firstcallonline.com
		Murray	List less 41% or better	www.firstcallonline.com
		Motorcraft	List less 41% or better	www.firstcallonline.com
		Ford OEM		
		GM OEM		
		AC Delco	List less 41% or better	www.firstcallonline.com
8	Electrical & Ignition	AC Delco	List less 41% or better	www.firstcallonline.com
		Motorcraft	List less 41% or better	www.firstcallonline.com
		Autolite	List less 41% or better	www.firstcallonline.com
		Champion, NGK	List less 41% or better	www.firstcallonline.com
		MasterPro, Import Direct, Dorman	List less 41% or better	www.firstcallonline.com
		Standard	List less 41% or better	www.firstcallonline.com
		Ford OEM		
		GM OEM		
9	Emissions & Exhaust	AC Delco	List less 41% or better	www.firstcallonline.com
		Motorcraft	List less 41% or better	www.firstcallonline.com
		Walker	List less 41% or better	www.firstcallonline.com
		Ford OEM		
		GM OEM		
		Dorman, Bosch, Denso	List less 41% or better	www.firstcallonline.com
		Nickson	List less 41% or better	www.firstcallonline.com
		Magnaflow	List less 41% or better	www.firstcallonline.com
10	Filters (Air, Fuel, Oil)	AC Delco	List less 41% or better	www.firstcallonline.com
		Motorcraft	List less 41% or better	www.firstcallonline.com
		Wix	List less 41% or better	www.firstcallonline.com
		Fram		
		MicroGuard, MicroGard Select	List less 41% or better	www.firstcallonline.com
		Mobile 1	List less 41% or better	www.firstcallonline.com
		K&N	List less 41% or better	www.firstcallonline.com
		Royal Purple	List less 41% or better	www.firstcallonline.com

Bid # 24-25-055

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
11	Gaskets & Seals	AC Delco	List less 41% or better	www.firstcallonline.com
		National		
		C/R		
		Motorcraft	List less 41% or better	www.firstcallonline.com
		Ford OEM		
		GM OEM		
		Fel-Pro, Mahle	List less 41% or better	www.firstcallonline.com
		MasterPro, Precision	List less 41% or better	www.firstcallonline.com
12	Heating & Air Conditioning	AC Delco		
		Motorcraft		
		Murray	List less 41% or better	www.firstcallonline.com
		Ford OEM		
		GM OEM		
13	Lamps, Lighting & Mirrors	Federal Signal		
		Grote	List less 41% or better	www.firstcallonline.com
		Retrac		
		Wagner		
		Trucklite	List less 41% or better	www.firstcallonline.com
		Sylvania	List less 41% or better	www.firstcallonline.com
		Eiko	List less 41% or better	www.firstcallonline.com
		Optronics	List less 41% or better	www.firstcallonline.com
14	Power Steering Pumps	A-1 Cardone	List less 41% or better	www.firstcallonline.com
		NAPA		
		Motorcraft		
		AC Delco		
		Ford OEM		
		GM OEM		
		MasterPro	List less 41% or better	www.firstcallonline.com
15	Pumps (fuel & water)	AC Delco	List less 41% or better	www.firstcallonline.com
		Motorcraft	List less 41% or better	www.firstcallonline.com
		TRW		
		Airtex		
		Ford OEM		
		GM OEM		
		Murray, MasterPro, Precision	List less 41% or better	www.firstcallonline.com
16	Steering & Suspension	Moog	List less 41% or better	www.firstcallonline.com
		Monroe	List less 41% or better	www.firstcallonline.com
		Motorcraft	List less 41% or better	www.firstcallonline.com
		AC Delco	List less 41% or better	www.firstcallonline.com
		MasterPro, Precision	List less 41% or better	www.firstcallonline.com
		KYB, Dorman, Rancho	List less 41% or better	www.firstcallonline.com

Bid # 24-25-055

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
17	Universal Joints	Precision	List less 41% or better	www.firstcallonline.com
		Spicer	List less 41% or better	www.firstcallonline.com
		Master Pro		
		NAPA		
		AC Delco		
		Motorcraft		
18	Wipers	Anco		
		Motorcraft		
		Trico	List less 41% or better	www.firstcallonline.com
		Rain X	List less 41% or better	www.firstcallonline.com
		Bosch	List less 41% or better	www.firstcallonline.com
19	Wheel Accessories	Moog		
		Ford OEM		
		GM OEM		
		Chrysler OEM		
		Perfect Equipment	List less 41% or better	www.firstcallonline.com
		Dorman, Extra Seal	List less 41% or better	www.firstcallonline.com
		Standard	List less 41% or better	www.firstcallonline.com
		Schrader	List less 41% or better	www.firstcallonline.com
20	Spark Plugs & Wires	AC Delco	List less 41% or better	www.firstcallonline.com
		Champion	List less 41% or better	www.firstcallonline.com
		Motorcraft	List less 41% or better	www.firstcallonline.com
		Autolite	List less 41% or better	www.firstcallonline.com
		Bosch	List less 41% or better	www.firstcallonline.com
		NGK, Denso	List less 41% or better	www.firstcallonline.com
		Ultima Select	List less 41% or better	www.firstcallonline.com
		Omni Spark	List less 41% or better	www.firstcallonline.com

*See attached Line card for complete list of brands and categories.

Table C: Heavy Duty Parts (Please add additional manufacturers offered in blanks)

Item	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
1	Allison		
2	Bendix	List less 41% or better	www.firstcallonline.com
3	CE Nieoff		
4	Chevrolet		
5	Chicago Rawhide		
6	Cole Hersee	List less 41% or better	www.firstcallonline.com
7	Cummins		
8	Delco		
9	Detroit Diesel		
10	Donaldson		
11	Eaton		
12	Firestone		
13	Fleetguard		
14	Ford		
15	Gates, MasterPro	List less 41% or better	www.firstcallonline.com
16	Grote, Optronics	List less 41% or better	www.firstcallonline.com
17	Goodyear		
18	Meritor		
19	Midland		
20	Monroe	List less 41% or better	www.firstcallonline.com
21	Motorcraft	List less 41% or better	www.firstcallonline.com
22	National		
23	Signal Stat		
24	Spicer	List less 41% or better	www.firstcallonline.com
25	Stemco		
26	Stewart Warner		
27	Sylvania	List less 41% or better	www.firstcallonline.com
28	Trucklite		
29	Velvac		
30	Wabco		
31	Wagner		
32	BrakeBest HD	List less 41% or better	www.firstcallonline.com
33	Dorman, Standard	List less 41% or better	www.firstcallonline.com
34	KIC, Webb, Precision	List less 41% or better	www.firstcallonline.com
35	OE TurboPower	List less 41% or better	www.firstcallonline.com
36	Raybestos	List less 41% or better	www.firstcallonline.com
37	Wilson, Ultima Select	List less 41% or better	www.firstcallonline.com
38	Wolo, World American	List less 41% or better	www.firstcallonline.com
39	Murray, MasterPro	List less 41% or better	www.firstcallonline.com
40	WIX, MicroGard	List less 41% or better	www.firstcallonline.com

III. Scope of Work *See attached Line card for complete list of brands and categories.



O'Reilly AUTO PARTS

DEDICATED TO THE PROFESSIONAL

2024 LINE CARD

UNMATCHED AVAILABILITY

- Premium brands covering the latest domestic and import applications
- Premium auto body refinishing materials
- Professional quality tools and equipment
- Fleet and heavy-duty parts and accessories
- Shop supplies, cleaners, lubricants, fluids, and more

Due to varying laws and regulations, some products may not be available in all market areas.

PARTS | PAINT & BODY | FLEET | TOOLS | CHEMICALS

MAKE US YOUR FIRST CALL FOR ALL YOUR REPAIR NEEDS

QUALITY AUTO PARTS

Air Conditioning

Dorman Products	A/C Bypass Pulleys
Freon	R134a Refrigerant
Import Direct®	Blower Motors
	Compressors
Interdynamics	Oils & Refrigerants
Murray®	A/C Service Kits
	Accumulators
	Air Door Actuators
	Blower Motors
	Compressors
	Condensers
	Hose Assemblies
	Receiver/Driers
Opteon	1234yf Refrigerant
Standard	Relays & Resistors
Tracer Products	Leak Detection

Brakes

AGS	Brake Lines & Fittings
BrakeBest®	Brake Boosters
	Brake Cables
	Brake Calipers
	Brake Hardware
	Brake Hoses
	Brake Pads
	Caliper Brackets
	Heavy-Duty Brake Parts
	Heavy-Duty Brake Shoes
	Wheel Cylinders & Kits
BrakeBest Select®	Brake Drums
	Brake Pad Wear Sensors
	Brake Pads & Shoes
	Brake Rotors
	New Master Cylinders
BrakeBest Select Pro®	Brake Pads & Rotors
Brembo	Brake Pads & Rotors
Cardone	ABS Modules
Dorman Products	ABS Sensors & Tone Rings
EBC	Motorcycle Brake Pads
	Motorcycle Brake Rotors
Import Direct®	Brake Pad Wear Sensors
	Brake Pads & Rotors
KIC	MD/HD Drums
Standard	ABS Sensors
Raybestos	Performance/Specialty Brake Pads
	Performance/Specialty Brake Rotors
Wagner	OEx Brake Pads
	ThermoQuiet Brake Pads

Chassis

Dorman Products	Torsion Bars
Import Direct®	Chassis Parts
	Control Arms
	Steering
	Suspension
MasterPro®	Control Arms/Chassis Parts
MOOG	Chassis Parts
Precision®	Chassis Parts
	Control Arms
Specialty Products	Alignment Products

Cooling

Continental	Fan Motors
Dorman	Coolant Fluid Reservoirs
FLEX-A-LITE	Fans
Gates	Belts & Hoses
	Hydraulic Hose
	Fittings
Import Direct®	Blower Motors
	Cooling Fan Assemblies
	Fan Clutches
	Water Pump Kits
	Water Pumps
MasterPro®	Belts & Hoses
	Hose Clamps
	Water Pumps
Murray®	Belt Tensioners & Belts
	Blower Motors
	Cooling Fan Assemblies
	Fan Clutches
	Heater Cores
	Radiator Caps
	Radiators
	Thermostats
	Water Pump Kits
	Water Pumps

Driveline

Dorman Products	CV Boots
	Differential Covers
	Knuckle Hub Assemblies
	Transfer Case Motors
Import Direct®	Canister Purge Valves
	New CV Shafts
MasterPro®	Bearings
	Canister Purge Valves
	Hub Assemblies
	Seals
	U-Joints
	CV Shafts
Pioneer	Accelerator, Detent, & Clutch Cables
	AT Flexplates
	AT Gaskets and Parts
	AT Overhaul Kits
	Flywheel Shims
	Speedometer Cables
	Shift Cables
Power Torque®	Axle Kits
	Clutch Hydraulics
	Clutches
	Complete Rear Axles
	Complete Transmissions
	Differential Parts & Kits
	Filter Kits
	Flywheels
	Ring & Pinion Kits
	Torque Converters
	Transfer Cases
Precision®	Bearings
	Carrier Bearings
	Differential Kits
	Hub Assemblies
	New ATV CV Shafts
	New CV Shafts
	New Drive Shafts
	Seals
	U-Joints
Spicer	4x4 Offroad Products
	HD U-Joints
	Ring & Pinion Kits
	U-Joints

Electrical

Bestest	Alternators
	Starters
Conduct-Tite	Accessories
	Connectors
	Electrical Testing Tools
	Switches
	Terminals
	Wiring
Dorman Products	Climate Control
	Hybrid Batteries
	Instrument Clusters
	Switches
Import Direct®	Coil On Plug Boots
	Wire Sets
Littelfuse	Circuit Breakers
	Fuses
	Smart Glow
Novita	Flashers
	Lighting Modules
Optima	Automotive Batteries
	Marine Batteries
Performance Tools	Multimeters
Standard	Battery Cables & Accessories
	Primary Wire Switches
	Switches & Sensors
Super Start®	AG, Lawn & Garden Batteries
	AGM Batteries
	Automotive Batteries
	Battery Accessories
	Booster Cables
	Commercial Batteries
	Emergency Lighting Batteries
	Floor Scrubber Batteries
	Golf Cart Batteries
	Marine Batteries
	Powersports Batteries
Ultima®	Alternators
	Starters
Ultima® Select	Coil On Plug Boots
	New Alternators
	New Starters
	Wire Sets
Wilson	Alternators
	Starters

Emissions Control/Air Management

Dorman Products	Air Filter Boxes
	Air Intake Hoses
	Intake Manifold
	Vacuum Pumps
	Vapor Canisters
Gates	Air Intake Hoses
	Turbocharger Accessories
Import Direct®	Canister Purge Valves
	PCV Valves
MasterPro®	Canister Purge Valves
	EGR Valves
	Idle Air Control Valves
	Intake Manifolds
MicroGard®	PCV Valves
Murray®	Intercoolers
OE TurboPower	Turbochargers
Rotomaster	Turbochargers
Standard	Air Intake Hoses
	Canister Purge Valves/Switches
	EGR Valves
	Idle Air Control Valves
	PCV Valves
	Smog Pumps
	Vacuum Pumps
	Vapor Canisters

Engine

Clevite	Bearings
Cloyes	Timing Components
Crankshaft Rebuilders	Remanufactured Crankshaft Kits
Dorman Products	Drain Plug Gaskets
	Drain Plugs
	Fluid Lines
	Fluid Reservoirs
	Harmonic Balancers
	Manifolds - Intake & Exhaust
	Timing Covers
	VVT Components
Fel-Pro	Gaskets
Gates	Timing Belt Kits
Mahle	Gaskets
	Pistons & Rings
Melling	Camshafts
	Oil Pumps
	Valvetrain Components
Power Torque®	Cylinder Heads
	Engines
	Motor Mounts
	Transmission Solenoids
Prime Line	Small Engine Parts
Spectra Premium	Oil Pans

Engine Management

ACDelco	Glow Plugs
	Ignition
	Spark Plugs
	Wire Sets
Autolite	Glow Plugs
	Spark Plugs
Blue Streak Electronics	Mass Air Flow Sensors
Bosch	Glow Plugs
	Oxygen Sensors
	Spark Plugs
Cardone	Electronics/ECMs
Champion	Spark Plugs
Denso	Oxygen Sensors
	Spark Plugs
Dorman Products	Accelerator Pedal Position Sensors
	Camshaft Synchronizers
	Engine Management Sensors
	Instrument Clusters
	Spark Plug Tubes
E3	Spark Plugs
Import Direct®	Coil On Plug Boots
	Engine Management Sensors
	Ignition
	Wire Sets
MasterPro®	Electronics/ECMs
	Ignition
Motorcraft	Glow Plugs
	Ignition
	Spark Plugs
NGK	Glow Plugs
	Spark Plugs
NTK	Oxygen Sensors
OmniSpark	Wire Sets
Standard	Engine Management Sensors
	Ignition
Ultima® Select	Coil-on Plug Boots
	Wire Sets

Exhaust

Bosal	Mufflers
Dorman Products	Exhaust Manifolds
MagnaFlow	Cat Backs
	Catalytic Converters
Nickson	Chrome Tips
	Exhaust Accessories
Spectre Performance	Exhaust Tips
Thrush	Performance Mufflers
Walker	Exhaust Accessories
	Exhaust Pipe
	Mufflers
	Resonators

Exterior Accessories

Auto Ventshade	Bug Shields
	Vent Visors
Budge	Car Covers
Cruiser	License Plate Frames
Custom Accessories	Wheel Covers
Dorman Products	Bolts & Nuts
	Door Handles
	Door Hardware
Extang	Tonneau Covers
K-Source	Exterior Mirrors
	Replacement Glass
Lund	Fender Flares
	Nerf Bars
	Tonneau Covers
	Truck Steps
Stabilus	Lift Supports
Truxedo	Tonneau Covers

Filters

ACDelco	OE Air Filters
	OE Fuel Filters
	OE Oil Filters
K & N	Air Filters
	Cabin Air Filters
	Cold Air Intake Filters
	Oil Filters
MicroGard®	Air Filters
	Cabin Air Filters
	Fuel Filters
	Oil Filters
MicroGard® Select	Air Filters
	Oil Filters
Mobil 1	Oil Filters
Mopar	OE Oil Filters
Motorcraft	OE Air Filters
	OE Fuel Filters
	OE Oil Filters
Power Torque®	Transmission Filter Kits
Premium Guard	Import OE Oil Filters
Prime Line	Small Engine Filters
Pro-Tec	Oil Filters
Royal Purple	Oil Filters
Sierra	Marine Filters
WIX	Air Filters
	Cabin Air Filters
	Fuel Filters
	Hydraulic Filters
	Oil Filters
	Transmission Filters

Fuel

Bosch	Throttle Bodies
Cardone	Throttle Bodies
Dorman Products	Fuel Lines
	Throttle Bodies
Fill-Rite	Transfer Pumps
Gates	Fuel Hoses
Hitachi	Throttle Bodies
Import Direct®	Fuel Pumps
	Throttle Bodies
Precision®	Fuel Filler Necks
	Fuel Pumps
	Fuel Tank Straps
	Fuel Tanks
	Sending Units
Spectra Premium	Throttle Bodies
Standard	Fuel Injectors
	Injector Pumps
	Throttle Bodies
Stant	Fuel Caps
Terra	Transfer Pumps
Tomco	Carburetors

Interior Accessories

Cardone	Window Lift Motors
Custom Accessories	Floor Mats
	Heavy-Duty Seat Covers
	Steering Wheel Covers
	Sun Protection
Dorman Products	Clock Springs
	Gauges
	Impact Sensors
	Interior Door Handles
	Power Seat Motors
	Tachometers
	Vent Window Motors
	Window Lift Motors
Dorman Products	Window Regulators
	Window Switches
Dual	Audio Equipment
Gila	Window Tint and Accessories
Metra Electronics	Audio Installation Kits
	Radio Module Interface
	Radio Wire Harness
Stabilus	Lift Supports

Lighting

ANZO	Performance Lighting
Custom Accessories	Interior Lighting
	Undercar Lighting
Dorman Products	Lighting Assemblies
Ecco	Safety Lighting
Eiko Lighting	Headlight Capsules
	HID Bulbs
	Mini-Bulbs
	Sealed Beams
nVision	Driving Lights
	Fog Lights
	LED Light Bars
Optronics	Trailer Lights
Sylvania	Headlight Capsules
	HID Bulbs
	LED Light Bars
	LED Mini-Bulbs
	Mini-Bulbs
	Sealed Beams
TYC	Lighting Assemblies
Wolo	Safety & Emergency Lighting

Ride Control

Arnott	Air Suspension
KYB	Shocks
	Struts
MasterPro®	Complete Strut Assemblies
Monroe	Complete Strut Assemblies
	Shocks
	Struts
Rancho	Shocks
	Struts

Steering

Cardone Select	New Power Steering Pumps
Dorman Products	Intermediate Steering Shafts
	Steering Knuckles
	Sway bars
Import Direct®	Power Steering Hose
MasterPro®	Fittings
	Pumps & Gears
	Rack & Pinions
	Steering Gears
Precision®	Power Steering Hose

Tire & Wheel

Continental	TPMS Sensors
Dorman Products	Wheel Studs & Nuts
Laclede	Tire Chains
McGard	Lug Nuts
	Wheel Locks
Perfect Equipment	Wheel Weights
Schrader	TPMS Sensors
X-tra Seal	Tire Repair Products
	Valve Stems

Visibility

Bosch	Wiper Blades
Cardone	Wiper Motors
Dorman Products	Wiper Transmissions/Arms
Eiko Lighting	Bulbs
K-Source	Interior/Exterior Mirrors
Rain-X	Wiper Blades
Sylvania	Bulbs
Trico	Washer Pumps
	Wiper Blades/Arms

FLEET & HEAVY-DUTY

Air Conditioning

Gates	A/C Polar Seal Hose & Fittings
Murray®	A/C Compressors
	A/C Condenser
	A/C Hose
	Blower Motors
	Climate Control

Body

Dorman HD	Side Steps
	Door Handles
	Hood Restraint
	Grills

Brakes

Bendix	Brake Pads
BrakeBest® Heavy-Duty	Air Dryers
	Air Valves
	Brake Boosters
	Brake Calipers
	Brake Chambers
	Brake Hardware
	Brake Hoses
BrakeBest® Heavy-Duty	Brake Pads
	Brake Shoes
	Master Cylinders
	Spring Brakes
	Trailer Brakes
	Wheel Cylinder Kits
	Wheel Cylinders
BrakeBest Select®	Brake Drums
	Brake Rotors
	Electric Trailer Brake Shoes
Gates	Air Brake Tubing
	DOT Fittings
	Fittings
KIC	Brake Drums
Raybestos	Severe-Duty Brake Pads
	Severe-Duty Brake Rotors
Tectran	Air Products
World American	Air Products

Chassis

MOOG	Chassis
Precision	Chassis

Cooling

Dorman Products	Coolant Tanks
	Coolant Tubes
Gates	Belts & Hoses
Hayden	Fans
Murray®	Cooling Fan Assemblies
	Gaskets
	HD Belt Tensioners
	Radiator Caps
	Radiators
	Thermostats
	Water Pumps

Diesel Exhaust Fluid

O'Reilly®	Diesel Exhaust Fluid
Peak	BlueDEF Diesel Exhaust Fluid
	BlueDEF Platinum Diesel Exhaust Fluid
	Diesel Exhaust Fluid Equipment

Drivetrain

BrakeBest® HD	Air Springs
Monroe	Shocks
Perfect Equipment	Wheel Weights
Power Torque®	Transfer Cases
	Transmissions
Precision®	Bearings
	Hub Caps
	Installation Tools
	PTO Components
	Seals
	U-Joints
	Yokes
Schrader	TPMS
Specialty Products	Alignment Product
Spicer	U-Joints
	Yokes
World American	Clutches
	Wheel Attaching Parts
	Wheel Hardware
X-tra Seal	Balancing Beads
	Tire Patches
	Valve Stems

Electrical

Standard	Battery Accessories
	Battery Cables
	Primary Wire
	Switches & Relays
Cole-Hersee	Electrical Parts
Conduct-Tite	Butt Connectors
	Switches
	Terminals
Littelfuse	Circuit Breakers
	Fuses
	Smart Glow Fuses
Novita	Flashers
Super Start®	Batteries
	Battery Accessories
	Booster Cables
	Commercial Batteries
Tectran	Electrical Products
Wilson	Alternators
	DC Motors
	Starters

Engine

Dorman Products	Harmonic Balancers
Fel-Pro	Gaskets
FP Diesel	Diesel Engine Components
	Diesel Engine Kits
Kats	Engine Heaters
Power Torque®	Motor Mounts
Zerostart	Engine Heaters

Engine Management

Autolite	Glow Plugs
Champion	Glow Plugs
Dorman Products	Instrument Clusters
Standard	Ignition and Switches
	Relays
	Solenoids
Ultima® Select	Wire Sets

Exhaust

Dorman Products	Diesel Particulate Filter (DPF)
Gates	Turbo Hose
MagnaFlow	Catalytic Converters
Nickson	Exhaust Accessories
Walker	Exhaust Mufflers & Pipes

Exterior Accessories

BrakeBest® Heavy-Duty	Mud Flaps
Dorman HD Parts	Air Tanks
	Door Handles
	Headlights
	Hood Springs
K-Source	Mirrors

Filters

MicroGard®	PCV
WIX Filters	Air Filters
	Cabin Filters
	Cooling Filters
	Fuel Filters
	Hydraulic Filters
	Oil Filters
	Transmission Filters

Fuel

Dorman	Fuel Tank Sending Units
Gates	Fuel Hose
Hot Shot Secret	Diesel Additives
Howes	Diesel Fuel Supplement
Lucas	Diesel Additives
Power Service	Diesel Additives
Standard	Fuel Injectors
	Injector Pumps
Stant	Fuel Caps

Interior Accessories

Carrand	Fans
Dorman HD Parts	Air Shifter Knob
	Console Multi-Function Switch
	Door Handles
	Fans

Lighting

Dorman Products	Lighting Assemblies
Ecco	Safety Lighting
Eiko Lighting	Headlight Capsules
	Mini-Bulbs
Optronics	Trailer Lighting

Lighting (continued)

Performance Tool	Shop Lights
Sylvania	Headlight Capsules
	LED Mini-Bulbs
	Mini-Bulbs
	Sealed Beams
Unity	Vehicle Spot Lights
Wolo	Emergency Lighting

Lubrication

BP Autran Oil	Allison-approved Synthetic ATF
Chevron	Delo HD Diesel Engine Oil
Green Grease	Synthetic Grease
Lucas Oil	Fifth Wheel Slider Lube
	Fuel Additives
	Gear Oil
	Grease
	Hydraulic Fluid
	Oil Additives
MasterPro®	Gear Oil
	Grease
Mobil	Delvac HD Diesel Engine Oil
	Grease
Mystik	Grease
	HD Diesel Engine Oil
O'Reilly®	HD Diesel Engine Oil
Permatex	Fifth Wheel Lubricant
Royal Purple	Gear Oil
	Grease
	HD Diesel Engine Oil
Shell	Rotella HD Diesel Engine Oil
Valvoline	Grease
	Premium Blue HD Diesel Engine Oil

Ride Control

Dayton	Air Bags
Monroe	Cab Shocks
	HD Shocks
World American	Air Bags
	Suspension

Steering

Dorman Products	Air Bag Clock Springs
	King Pins
	Tie Rods
MasterPro®	Pumps & Gears
	Racks & Pinions
Monroe	Steering Stabilizers
Specialty Products	Alignment Products

Towing & Cargo Management

3M	Conspicuity Tape
Ancra	HD Cargo Management
BrakeBest®	Electric Trailer Brakes
Buyers Products	Tarp Kits & Controls
Hopkins	Towing Adapters
	Towing Connectors
Laclede	Binder Chain
Master Lock	Towing Security
Power Torque®	Ball Mounts
	Cargo Management
	Hitch Balls
Reese	Ball Mounts
	Hitch Balls
	Towing Security
	Trailer Brake Controllers
	Trailer Hitches
Tectran	Document Holders
Wolo	Backup Alarms

Turbochargers

OE TurboPower	Turbochargers

Visibility

Dorman	Mirrors
	Window Motors
	Wiper Motors
Eiko Lighting	Bulbs
K-Source	Mirrors
	Replacement Glass
	West Coast Mirrors
Orion	Flares
Rain-X	Windshield Washer Fluid
	Wiper Blades
Trico	Washer Pumps
	Wiper Blades
Sylvania	Bulbs

PAINT, BODY & EQUIPMENT

Abrasives

3M	Abrasives
Gator	Steel Wool
MasterPro® Refinishing	Abrasives
Power Torque®	Cut-off Wheels
	Grinding Wheels
	Wire Brushes

Adhesives & Sealants

3M	Adhesives
	Metal Bonding
	Plastic Repair
	Structural Adhesives
SEM	Adhesives
Transtar	Sealants
U-Pol	Adhesive Sealants

Body Fasteners

Disco	Automotive Hardware
Power Torque®	Pop Rivets

Body Fillers

3M	Spreaders
Bondo	Fillers
	Spreaders
Clausen	Fillers
Dynatron	Body Supplies
Evercoat	Fillers
	Putties
U-Pol	Body Fillers

Detailing

3M	Compounds
Gerson	Tack Rags
Griot's Garage	Detailing Products
MasterPro® Refinishing	Compounding Pads
	Polishing Pads
Meguiar's	Cleaners
	Foam Pads
	Polishes
	Waxes
Mothers	Appearance Products
RBL Products	Detailing Products
Sontara	Wiping Systems
Superior Products	Cleaning Products
	Detailing Products

Masking Paper & Tape

3M	Striping Tape
	Wheel Maskers
MasterPro® Refinishing	Masking Papers
	Plastic Sheeting
RBL Products	Masking Products

Paint Guns & Accessories

3M	PPS - Adapters, Cups & Lids
Binks	Spray Equipment
DeVilbiss	Spray Equipment
SATA	Spray Equipment
Sharpe	Spray Equipment
Vaper	Paint Guns

Paint Mixing/Measuring

E-Z Mix	Mixing Buckets
	Mixing Cups
Gerson	Paint Strainers

Preps & Primers

Clausen	Primers
MasterPro® Refinishing	Primers
	Reducers
	Thinners
Nason	Primers
	Reducers
Transtar	Primers
	Reducers
U-Pol	Primers

Safety & Protection

3M	Eye Protection
	Fresh Air Supply
	Respirators
SAS Safety Corp	Eye/Face Protection
	Hearing Protection
	Latex/Nitrile Gloves
	Spray Hoods

PAINT, BODY & EQUIPMENT

Shop Equipment

AFC Finishing Systems	Mix Rooms
	Paint Booths
	Prep Stations
Challenger	Lifts
Champion	Air Compressors
Chief	Dent Repair
	Frame Pullers
	Spot Welder
Cyclone	Air Paint Shakers
Forney	Plasma Cutters
	Welding Accessories
	Welding Helmets
	Welding Tools
Infratech	Curing Systems
Milton	Filters
	Gauges
	Lubricators
	Regulators
Motor Guard	Air Dryers
	Stud Guns
Robinair	A/C Equipment
Rotary	Lifts
Sharpe	Air Filters
Uni-Ram	Gun Cleaners
Viledon	Booth Filters

Specialty Coatings

Dupli-Color	Specialty Paint
Evapo-Rust	Rust Remover
Herculiner	Bed Liners
Klean-Strip	Paint Remover
Mar-Hyde	Body & Paint Supplies
SEM	Paint & Body Products
	Specialty Paint
U-Pol	Bed Liners

Tools

Hutchins	Air Tools
	Hand Sanders
Ingersoll Rand	Air Tools
Keysco	Body Shop Tools
	Masking Machines
Milton	Air Accessories
Performance Tool	Air Tools
	Heat Guns
Power Torque®	Hand & Power Tools
Pro MotorCar	Paint Thickness Gauge
	Prep Pen
	Touch Up Brushes
RBL Products	Air Accessories
S & G Tool Aid	Body Shop Tools
Steck Manufacturing	Body Shop Tools
Sunex	Air Tools
Titan Tools	Hand & Specialty Tools

Topcoats & Clearcoats

(Available in select markets)

Axalta	Refinishing Products
Dupli-Color	Aerosol Paint
	Touch-Up Paints
Krylon	Aerosol Paint
MasterPro® Refinishing	Refinishing Products
Nason	Refinishing Products
PPG	Refinishing Products
SEM	Vinyl Paints
Sikkens	Refinishing Products
Spies-Hecker	Refinishing Products
Standox	Refinishing Products
Transtar	Refinishing Products
U-Pol	Refinishing Products

Visibility

Bosch	Wiper Blades
K-Source	Mirrors
Motormite	Headlight Adjusters
Rain-X	Wiper Blades
Trico	Wiper Blades
TYC	Lenses
	Lighting Assemblies
Unity	Vehicle Spot Lights

TOOLS & EQUIPMENT

Diagnostics

Autel	Diagnostic Tools
Auto Meter	Test Equipment
Bosch	Diagnostic Tools
GreatNeck	Smoke Machines
Innova	Diagnostic Tools
Mahle	Diagnostic Tools
Midtronics	Test Equipment
OTC	Diagnostic Tools
Pro Flex	Smoke Machines
Redline	Smoke Machines
Smoke Monster	Smoke Machines

Shop Equipment

ALC	Sand Blasters
Ancra	Cargo Management
Battery Tender	Battery Chargers
Bayco	Extension Cords
	Reel Lights
	Shop Lights
Big Ass Fans	Portable Cooling
Binks	Spray Equipment
Branick	Nitrogen Machines
	Strut Compressors
Camspray	Pressure Washers
CEMB	Aligners
	Tire Changers
	Wheel Balancers
Challenger	Lifts
Champion	Compressors
Chemfree	Parts Washers/Smart Washers
Chief	Frame Machines
	Measuring Systems
	Welders
Chilton	Labor & Repair Manuals
COATS	Lifts
	Tire Changers
	Wheel Balancers
CPS	A/C Equipment
Crushproof	Shop Exhaust Systems
Custom Leathercraft	Work Gloves
DeVilbiss	Spray Equipment
Durham Mfg	Cabinets
EnergyLogic	Fans
	Heaters
Extreme Tools	Toolboxes
Fill-Rite	Transfer Pumps & Meters
Flexzilla	Air Compressors
	Air Hoses
	Air Tools
	Extension Cords
	Hose Reels
Forney	Welding
Forward Lift	Lifts
Funnel King	Fluid Containers
	Funnels
Green Fuel	Inverters
Heli-Coil	Thread Repair Kits
Highland	Aluminum Ramps
Hofmann	Aligners
	Brake Lathes
	Lifts
	Tire Changers
	Wheel Balancers
Homak	Toolboxes
Hopkins	Funnels & Drain Pans
IPA	Specialty Tools
John Dow Industries	Fluid Evacuators
	Oil Drains
Ken-Tool	Bench Vises
	Tire & Wheel Tools
Lanair	Shop Heaters
Lincoln Industrial	Lubrication
	Oil Drains
Lisle	Creepers
	Specialty Tools & Equipment
Magna Torch	Torches
Mahle	A/C Equipment
	Engine Service Equipment
Master Lock	Locks
Mechanix Wear	Gloves
Milton Industries	Air Fittings
Mityvac	Tools & Test Equipment
MotorVac	Vehicle Service Equipment
Mr Heater	Forced-Air Heaters
Murray®	A/C Tools & Equipment
OTC	Shop Equipment
Pinnacle	Shop Fans

Shop Equipment (continued)

Portacool	Evaporative Coolers
Power Torque®	Air Compressors
	Cargo Securing
	Creepers
	Lifting Equipment
Pro-Cut	Bench Lathes
	On-the-Car Brake Lathe
Pulsar	Generators
	Pressure Washers
RhinoGear	Ramps
Robinair	A/C Equipment
	Coolant Service Equipment
Rotary Lifts	Wheel & Tire Service
SAS Safety Corp.	Gloves
	Safety Products
SATA	Spray Equipment
Schumacher	Booster Packs
	Professional Battery Chargers
Sharpe	Spray Equipment
Sunex	Air Tools
	Lift Equipment
	Work Carts
Tera Pumps	Fuel Transfer Pumps
Terralux	LED Worklights
TIF Instruments	A/C Instruments
Traxion	Creepers
Wesco	Drum Dollies

Tools

Century Drill & Tool	Drill Bits
	Taps & Dies
GearWrench	Specialty Tools
Ingersoll Rand	Air Tools
	Impact Sockets
Mayhew	Chisels
	Pry Bars
	Punches
Motor Guard	Air Dryers
	Stud Guns
OTC	Specialty Tools
	Work Lights
Performance Tool	Air Tools
	Specialty Tools
	Work Lights
Power Torque®	Hand Tools
	Power Tools
S & G Tool Aid	Specialty Tools
Specialty Products	Alignment Tools
Sunex	Air Tools
	Impact Sockets
Titan Tools	Hand & Specialty Tools
Tracer	Leak Detection Tools
UltraSteel	Hand & Specialty Tools
Vaper	Blow Guns
	Paint Guns
Whistler	Inspection Cameras
X-Tra Seal	Air Accessories
	Tire Repair

SHOP SUPPLIES

303 Products	Appearance Chemicals
3M	Paint & Body Products
Aiken Chemicals	Purple Power Degreasers
	Purple Power Hand Cleaners
Armor All	Protectants
Bar's Leaks	Additives
Bardahl	Chemicals
Beck/Arnley	Antifreeze
	Hydraulic Fluid
	Motor Oil
Berryman	Chemicals
	Tire Sealant
Black Magic	Bleche-Wite
B'laster	Lubricants
	Parts Wash
	Penetrants
Blue Devil	Sealants
Blue Magic	Appearance Chemicals
Bondo	Body Supplies
BrakeBest®	Brake Fluid
	Brake Parts Cleaner
Bulldog	Adhesive
Carrand	Wash Brushes
Castrol	Gear Oil
	Motor Oil
Champion Brands	Motor Oil
Chevron	Fuel Additives
	Delo Motor Oil
Corrosion-X	Lubricant
CRC	Chemicals
Crushproof Tubing	Exhaust to Outside of Shop

Shop Supplies (continued)

Dupli-Color	Spray Paint
EP Minerals	Oil Absorbent
Evap-O-Rust	Rust Remover
Fenco	Drawer Liners
	Fender Covers
Fix-A-Flat	Aerosol Tire Inflators
Flexzilla	Air Hose Couplers & Tools
	Air Hoses
	Hose Reels
Fluid Film	Corrosion Control & Lubricant
FPPF	Diesel Additives
Free All	Lubricants
Gasgacinch	Sealers
Gasoila	Sealants
Gates	Hose Clamps
Georgia-Pacific	Washroom Paper Towels
GOJO	Hand Cleaners
Goof Off	Adhesive Remover
Gorilla Glue	Epoxy
	Super Glue
	Tape
Green Grease	Synthetic Grease
Griot's Garage	Appearance Chemicals
Gumout	Chemicals
Gunk	Chemicals
	Floor Cleaners
Heet	Chemicals
Hot Shot's Secret	Diesel Additives
Howes	Diesel Additives
Hy-Per Lube	Additives
Idemitsu	Transmission Fluid
Interdynamics	A/C Refrigerants & Service
Irontite	Cooling System & Fuel System Flush
	Sealant
J-B Weld	Adhesive Sealers
	Cold Weld
	Epoxies
Joe's	Hand Cleaners
Johnsen's	Chemicals
K-Seal	Sealant
Klean-Strip	Chemicals
Kleen-Flo	Chemicals
Krylon	Spray Paint
Loctite	Thread Lockers
LubeGard	Power Steering Fluid
	Transmission Additives
Lubriplate	Grease
Lucas Oil	ATV/UTV Lubricants
	Chemicals
	Diesel Additives
	Grease
	Gun Oil
	Marine Lubricants
	Motor Oil
	Slick Mist - Detailers
Marvel Oil	Additives
MasterPro®	2 & 4 Cycle oil
	Bar Chain Oil
	Chemicals
	Gear Oil
	Grease
	Motorcycle Oil
Mechanix Wear	Gloves
Meguiar's	Cleaners
	Foam Pads
	Odor Eliminators
	Polishes
	Waxes
Milton	Air Couplers & Fittings
Mobil 1	Delvac Motor Oil
	Grease
	Synthetic Motor Oil
Mothers	Appearance Chemicals
Motorcraft	Brake Fluid & Additives
	Motor Oil
	Transmission Fluid
Motorkote	Oil Additives
Mystik	Grease
	Marine Lubricants
	Motor Oil
Nature's Broom	Bio-based Oil Absorbent
O'Reilly®	Antifreeze
	Brake Fluid
	Brake Parts Cleaner
	Car Wash
	Carb & Choke Cleaner
	Diesel Exhaust Fluid
	Fuel Injector Cleaner
	Hydraulic Fluid
	Motor Oil
	Power Steering Fluid
	Spray Grease
	Transmission Fluid
	Windshield Washer Fluid

Shop Supplies (continued)

Oil-Dri	Oil Absorbent Products
Peak	Antifreeze
	BlueDEF Diesel Exhaust Fluid
	BlueDEF Platinum Diesel Exhaust Fluid
	Final Charge Pro Antifreeze
	Fleet Charge Antifreeze Diesel
Pennzoil	Motor Oil
Pentosin	Antifreeze
	Brake Fluid
	Hydraulic Fluid
	Transmission Fluid
Perfect Equipment	Wheel Weights
Permatex	Adhesive Sealers
	Hand Cleaner
	Sealing Products
Petoskey Plastics	Paper Floor Mats
	Steering Wheel Covers
	Value Seat Covers
Power Service	Diesel Additives
Prestone	Antifreeze
	Brake Fluid
	Chemicals
	Power Steering Fluid
Pro X One™	Appearance Chemicals
	Wash Mitt
	Wash Sponge
	Wheel Wand
Prolong	Oil Additives
Pure Guard	Brake Fluid
	Compressor Oil
	Hydraulic Fluid
	Motor Oil
	Transmission Fluid Additives
Rain-X	Appearance Chemicals
	Windshield Washer Fluid
Red Line	Gear Oil
	Motor Oil & Grease
Reinzosil	Gasket Makers
Restore	Engine Additives
Rislone	Additives
Royal Purple	Additives
	Chemicals
	Grease
	Motor Oil
	Transmission Fluid
SAS Safety Corp.	Gloves
	Safety Equipment
Schroeder & Tremayne	Applicators
	Brushes
	Detailing Cloths
	Hose Nozzles
	Microfiber Towels
	Shop Towels (Viking)
	Sponges
	Wash Mitts
Scott	Paper Products
Sea Foam	Additives
Sellars	Paper Products
Shell	Rotella Motor Oil
Simple Green	Cleaners
	Degreaser
Slick 50	Oil & Fuel Additives
Slime	Tire Sealer
Sprayway	Glass Cleaner
STA-BIL	Fuel Additives & Stabilizers
Sta-Lube	Grease
	Lubricants
Stanadyne	Diesel Additives
Stoner	Appearance Chemicals
STP	Chemicals
SuperClean	Cleaning Products
Superior Products	Detailing/Cleaning Products
SYNTEC®	Synthetic Motor Oil
Talsol Corp	Cleaners
Traction Melt	Ice Melt
TruFuel	4-Cycle Fuel
	Pre-mixed Fuel (40:1 & 50:1)
Tub O' Scrub	Hand Cleaner
Tub O' Towels	Heavy-Duty Cleaning Wipes
Turtle Wax	Appearance Chemicals
	Odor Eliminators
U-Pol	Paint Coatings
Valvoline	Chemicals
	Grease & Motor Oil
	Transmission Fluid
VersaChem	Sealants & Adhesives
VHT	Paint
WD-40	Lubricants
Windex	Windshield Washer Fluid
Winter-Eez	RV Antifreeze
Xtra Seal	Tire Repair
Z-Max	Oil Additives
Zerex	Antifreeze/Coolants

SPECIALTY PRODUCTS

Agriculture

Agratronix	Draw Bars & Pins
	Hitch Pins
ANCRA	HD Cargo Management
BrakeBest Select®	Electric Trailer Brake Shoes
	Trailer Brake Assemblies & Parts
Fill-Rite	Transfer Pumps, Meters & Nozzles
Gates	Belts & Hoses
	Hydraulic Fittings
	Hoses & Hose Guards
Goldenrod	Fluid Transfer Filters
Hopkins	Trailer Accessories
Krylon	Farm & Implement Paint
Laclede	Tire Chains & Binder Chain
MasterPro®	Bearings & Seals
	Trailer Hubs
Murray®	A/C Compressors
	Radiators
	Tensioners
	Water Pumps
OE-TurboPower	Turbos
Optronics	Tractor Lighting
	Trailer Lighting
O'Reilly®	Tractor Hydraulic Fluid
Peak	Diesel Exhaust Fluid
	Diesel Exhaust Fluid Equipment
Precision®	Bearings & Seals
	U-Joints & PTO Components
Reese	Towing
Super Start®	Batteries
Sylvania	Replacement Bulbs & LED Work Lights
TeraPump	Drum Pumps & Fuel Transfer Pumps
Walker	Tractor Exhaust
Warn	4 X 4 Locking Hubs
	Winches
Wilson	Alternators & Starters
WIX	Air Filters
	Cabin Filters
	Fuel Filters
	Hydraulic Filters
	Oil Filters

Performance

Accel Ignition
Airaid Filters
Auto Meter Gauges
Auto Racing Product (ARP)
B&M Transmission Kits
BBK Performance
Bilstein Shocks & Struts
Bully Dog Programmers
Comp Cams
Continental Gauges
Design Engineering
Edelbrock
Edge Products Programmers
Energy Suspension
Equus Gauges
FLEX-A-LITE Fans
Flowmaster Exhaust
Flowtech Exhaust
Grant Steering Wheels
Holley
Hurst Shifters
Hypertech Performance Programmers
K&N Filters
Mallory Ignition
Mr. Gasket Performance
MSD Ignition
Pertronix
Russell
Spectre Performance
Superchips
Trail Master Shocks

Marine

Attwood Marine Products
Dual-Marine Radios & Speakers
Kidde-Marine Fire Extinguishers
Lucas Marine Lubricants
Mystik Lubricants
Sierra Marine Products
Super Start Marine Batteries
Valterra RV Accessories
Wilson Starters & Alternators, Trim & Tilt Motors
WIX Filters

INS 4109FC

A. General
    1. The City of Las Cruces Fleet, Solid Waste, and Transit maintenance shops are the only authorized sections to purchase parts and supplies for vehicles and equipment. The City shall not be obligated to compensate vendors for parts and supplies purchased for units without prior approval from said maintenance shops.
    2. Safety Data Sheets (SDS) shall be provided to the City, with chemicals and materials. Selected vendors shall be responsible for forwarding regular updates to the City.

B. Parts, Tools, & Supplies. List of parts, tools, and supplies that are included but not limited to the following:
    1. Parts:
        a. Fasteners: Nuts, bolts, screws, washers, etc.
        b. Electrical Components: Wires, connectors, switches, fuses, sensors.
        c. Hydraulic Components: Hoses, fittings, seals, cylinders, pumps.
        d. Engine Components: Filters, belts, gaskets, spark plugs, etc.
        e. Transmission Components: Gears, bearings, clutches.
        f. Body Parts: Panels, fenders, lights, mirrors.
        g. Consumables: Fluids (oil, coolant, grease, filters, belts, etc.
    2. Tools:
        a. Hand Tools: Wrenches, screwdrivers, pliers, hammers, sockets, etc.
        b. Power Tools: Drills, grinders, saws, impact wrenches, etc.
        c. Diagnostic Tools: Scanners, multimeters, pressure gages, thermometers.
        d. Specialized Tools: Tools specific to the equipment being maintained (e.g., alignment tools, torque wrenches).
    3. Supplies:
        a. Cleaning Supplies: Detergents, solvents, rags, shop towels.
        b. Safety Equipment: Gloves, safety glasses, ear protection, respirators.
        c. Consumables: Lubricants, adhesives, sealants.

C. Pricing & Invoicing
    1. Discounts are to be applied to the published Manufacturer Suggested Retail Price (MSRP).
    2. Vendor shall provide the necessary product catalogs (preferably e-catalogs with on-line access) to identify purchased goods and verify price of such goods.
    3. The City reserves the right to conduct an audit at any time during the term of this Agreement to assure that pricing is in compliance with the submitted price list.
    4. Parts and supplies that will exceed one thousand ($1,000.00) dollars shall require pre-approval by the City. Cost estimates shall be provided by the vendor.
    5. Detailed invoicing is to be submitted at time of delivery and shall include:
        a. Purchase Order Number
        b. Manufacturer
        c. Manufacturer Part Number

d. Quantity
e. Retail Price
f. Discounted Price
g. Extended cost

6. Separate invoices shall be rendered for each and every complete delivery.

D. Warranty

1. The Vendor shall provide full factory warranty on all products furnished, against defects in materials and/or workmanship. The warrant shall start on the date of delivery and acceptance by the City.

E. Delivery

1. The Vendor shall deliver, or arrange for delivery, of all products procured by the City under this Agreement. Products shall be delivered F.O.B. destination; packaging, shipping, handling, fuel surcharges and delivery included, with inside delivery. All locations have the following hours of operations:
    a. Monday – Thursday 7:00 am – 4:00 pm
    b. Friday 7:00 am – 12:00 pm
    c. Hours operations may differ by location, vendor shall confirm delivery times when fulfilling orders.
2. Delivery Locations. Locations have a flat surface from the parking lot and a forklift and/or a pallet jack for loading/unloading.
    a. 1501 E. Hadley Building C, Las Cruces NM 88001
    b. 680 Motel Boulevard, Las Cruces NM 88007
    c. 1670 Valley Drive, Las Cruces NM 88005
    d. 2340 Westway Avenue, Las Cruces NM 88005
3. Delivery Deadlines & Timeframes.
    a. Standard Deliveries: Should be specified based on part(s) or supplies availability.
    b. Local vendors with immediate part/supply availability:
        1. Vendors inside the city limits: Deliveries to the requested location should not exceed 30 minutes. Vendors must clearly communicate any restrictions that may prevent them from satisfying this timeframe.
        2. Vendors outside the city limits: Deliveries to the requested location should not exceed 24 hours.
        3. Deliveries shall not exceed a 24-hour period without notification of Fleet Services staff.
    c. Lead/Processing Times: Must be established and/or stated separately from delivery timeframes to avoid confusion regarding overall delivery timelines.
4. Vendor must not charge a restocking fee for products returned withing a thirty (30) day period.

PRICE INCREASES:
All prices quoted shall be firm and fixed as bid for one year of the agreement. Pass-through price adjustments will be accepted after one year and on an annual basis thereafter provided said adjustments(s) are submitted in writing with thirty (30) calendar days' advance notice and are accompanied by written documentation of the manufacturer's price increase. Price adjustment requests shall be sent to the named buyer.

PRICE DECREASES:
If the offeror receives any cost decrease from the supplier of the goods sold to the City through a contract resulting from this request, the offeror shall notify the City within 24 hours of such decrease and pass such decreases to the City immediately.

"OR APPROVED EQUAL" CLARIFICATIONS:
Brand names are used for the purpose of describing the standard quality, performance, and characteristics required and are not intended to limit or restrict competition. Requests for approved equals, including detailed technical specifications, are to be submitted with bid by bid due date.

"Equals" or "Equivalents" to these specifications may be considered; provided bidder furnishes sufficient proof that their offer meets or exceeds the intent of these specifications. The acceptance or rejection of equals or equivalents shall be determined solely by the City of Las Cruces.

LOCAL PREFERENCE NOTICE

To receive 5% local preference, submit a current copy of the respondent's Business Registration License issued by the City of Las Cruces Community Development Department.

NEW MEXICO RESIDENT PREFERENCE NOTICE

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

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

Firms seeking this 5% preference are encouraged to apply with the New Mexico Tax and Revenue Department to receive certification as a "resident business" or "resident contractor". Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

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

NEW MEXICO RESIDENT VETERAN BUSINESS NOTICE

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

Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

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

PREFERENCE FOR RECYCLED CONTENT GOODS

Whenever specifications for supplies or materials provide bidders opportunity to offer items made with recycled content good, and, when bids are received for both recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall be deemed five percent (5%) lower than the bids actually submitted provided that the recycled materials content meets or exceeds the minimum content standards required by bid specifications. "Recycled content goods" means supplies and materials composed of a minimum of twenty-five percent (25%) of recycled materials or more as specified herein.

CITY OF LAS CRUCES

PRICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of May, 2025 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Sisbarro Buick GMC, of 425 W. Boutz, Las Cruces, New Mexico, 88005, hereinafter called “CONTRACTOR”.

1. PRODUCT DESCRIPTION
Fleet parts and supplies

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall deliver PRODUCT as bid in response to the CITY’S Invitation to Bid No. 24-25-055 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

4. COMPENSATION
In consideration for CONTRACTOR’S satisfactory performance agreed to herein, the CITY shall compensate CONTRACTOR based upon pricing offered in CONTRACTOR’S response to the CITY’S Invitation to Bid No. 24-25-055. CONTRACTOR shall deliver product upon receipt of a purchase order from the CITY. The CITY cannot authorize costs to be incurred prior to such purchase order.

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

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

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2025 for a term of five (5) years through April 30, 2030. CONTRACTOR shall deliver PRODUCT in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR'S employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to

perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

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

17. INSURANCE

Insurance is not required under the terms of this Agreement.

18. INDEMNITY AND LIMITATION

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

19. APPLICABLE LAW

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

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

20. BREACH

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

21. DISPUTE RESOLUTION

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

22. NOTIFICATION

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Ruben Romero
With Copies to:	Purchasing Manager
TO CONTRACTOR:	Sisbarro Buick GMC 425 W. Boutz Las Cruces, NM 88005 ATTENTION: Jim Kowalski

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

SISBARRO BUICK GMC

BY: _____
Jim Kowalski
Parts Director

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

BD 04/10/2025
City Attorney

24-25-055
Fleet Parts
And Supplies

EXHIBIT A

CITY OF LAS CRUCES

INVITATION TO BID

TITLE	BID #	DUE DATE/TIME
FLEET PARTS AND SUPPLIES RE-SOLICITATION	24-25-055	February 20, 2025 / 2:00 pm

Bid Submitted by: Sisbarro Buick - Gmc
(Company)

BIDDING CONDITIONS

Unless otherwise stated in the bid document, the following conditions apply.

1) Bidders are advised that all bids are subject to the legal requirements as provided for in the City of Las Cruces (City) Procurement Code, Chapter 24 Las Cruces Municipal Code (LCMC), 1998 available on the City's website: https://www.municode.com/library/nm/las_cruces/codes/code_of_ordinances?nodeId=PTIIMUCO_CH24PRCO
   a) Preference will be given to bidders residing within New Mexico and/or Las Cruces, NM, in accordance with §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, and Section 24-100, LCMC, 1998, of the City Procurement Code.
   b) Whenever bid specifications are for supplies or materials consisting of recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall receive a 5% preference pursuant to §13-1-21, NMSA, 1978.
   c) The application of multiple preferences shall be limited to ten percent (10%).
   d) Whenever federal funds that are subject to the U.S. OMB "Common Rule" and involved in the purchase of goods/services by the City, the preferences stated within this section are not applicable.
   e) DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF DURING THE BID PROCESS (from Public Notice through Award), OTHER THAN PURCHASING SECTION STAFF, WILL RENDER THE BID NON-COMPLIANT AND UNACCEPTABLE FOR AWARD.
   f) Bidder agrees to comply with all City, State and Federal rules and regulations.
   g) Bidder is responsible for complying with criminal laws prohibiting bribes, gratuities and kickbacks.

2) Bids must:
   a) be submitted typed or in ink on **UNALTERED City bid forms** for bid to be considered.
   b) be complete with required information.
   c) be signed by an authorized representative.
   d) be submitted separately and labeled as such when submitting more than one bid.
   e) state the manufacturer BRAND/MODEL NUMBER offered on all items along with brochures and specifications.
   f) include samples at no cost for evaluation purposes when required by the bid specifications or otherwise requested by the City.
   g) include a request for return of samples, by the supplier, otherwise samples shall become the property of the City after 60 days. (Bidders must arrange for and absorb the cost of any sample return.)
   h) be submitted in PDF format via e-mail to bidclerk@lascruces.gov with the bidder's company name, bid number and title, and due date/time in the subject line of the message.
   i) be received by the City Purchasing Section in the Bid Clerk e-mail inbox by the specified due date and time. Late bids shall not be accepted.

3) Pricing shall:
   a) state the UNIT PRICE and EXTENDED AMOUNT for each item or service offered. UNIT PRICES GOVERN ANY ERRORS IN THE EXTENSION and shall be stated F.O.B. - Destination; Prepaid Full Freight Allowed
   b) exclude any applicable taxes.
   c) be effective for 45 days.

4) Questions:
   a) MUST be submitted in writing and emailed to bidclerk@lascruces.gov referencing the bid number and title.
   b) will be accepted only up to one week prior to the bid due date/time.

5) Addenda:
   a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
   b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via email or mail.
   c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked REVISED.
   d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.

6) The City reserves the right to:
   a) determine responsible bidders and responsive bids.
   b) accept and award compliant bids based on the lowest:

i) Individual Unit Price, or
ii) Grouped Unit Price, or
iii) Lump Sum Unit Price; whichever is deemed most beneficial to the City.

c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought.
d) negotiate an extension of effective price dates.
e) change the quantity of bid items within their effective price date.
f) reject any or all bids partially or wholly.

7) It is the City's intent to award bids within 45 days of the bid due date.
a) Bidders may obtain bid results by contacting the Bid Clerk at bidclerk@lascruces.gov.
b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension.

Bid Form

Receipt of Addenda Nos. 24-25-055 is hereby acknowledged. (Where none received, place '0' in this space.)

Payment Terms: Net 30 Days Bidder guarantees delivery of items within 5 days

Pricing for this bid is effective through 12/31/25 (price agreements are effective for one year from date of award)

NM Tax & Revenue Department Combined Reporting System (CRS) # 01-150349-00-1

Current NM Secretary of State Business ID # 1027945 (corporations only)

Current CLC Business Registration # 5487-23 (for businesses residing within Las Cruces city limits)

NM Resident Certificate from NM Tax and Revenue Department enclosed ✓ Yes ____ No

NM Resident Veteran Certificate from NM Tax and Revenue Department enclosed ____ Yes ✓ No

Federal Employer / Tax Identification # 850275014 (mandatory for all respondents)

In compliance with the Bid Specifications, Bidding Conditions, and Purchase Order Terms and Conditions, I, the undersigned, offer and agree to furnish any or all items upon which prices are offered at the price set opposite each item, to the City within the time specified.

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

COMPANY NAME & ADDRESS:

Sisbarro Buick-GMC
425 W. Boutz
Las Cruces, NM 88005
575-523-8330
Phone
575-523-8389
Fax

Jim Kowalski Parts Director
Typed or Printed Name of Authorized Representative & Title

Jim Kowalski 2/3/25
Signature Date

bpgparts@sisbarro.com
Email

Bid # 24-25-055

City of Las Cruces
NO-BID

Please return this form only if NOT SUBMITTING a bid.

In an effort to make the procurement of the City of Las Cruces goods and services as competitive as possible, we are soliciting information from vendors who cannot bid.

Completion of this form will assist us in evaluation factors, which relate to the competitiveness of our bids. Please check any of the boxes below which apply.

- ☐ Specifications – Restrictive, unclear, specialty item, etc.
- ☐ Manufacturing – Unique item, production time for model or item has expired, etc.
- ☐ Bid Time – Insufficient time to properly bid.
- ☐ Delivery Time – Specified delivery time cannot be met.
- ☐ Payment – Delay in payment process.
- ☐ Miscellaneous – Do not wish to bid, do not handle this type of item(s), unable to compete, etc.

The intent in obtaining this information is to utilize it to adjust procedures, if appropriate and to obtain maximum participation in the competitive bid process. Vendor comments are not restricted to those items listed. Please submit any statement relative to this bid, which you feel has an impact on your ability to bid.

VENDOR STATEMENT

_____

_____

_____

_____

_____

_____

COMPANY NAME & ADDRESS:

_____

_____

_____

_____
Phone

_____
Fax

TYPED OR PRINTED NAME OF AUTHORIZED REPRESENTATIVE & TITLE:

_____

_____
Signature Date

_____
Email

BID SUBMITTAL CHECK LIST

DESCRIPTION	COMMENT
Bid Form	Ensure bid is signed by representative stated on the form and completely filled out, as applicable, and especially that all addenda are acknowledged.
Resident Preference	To receive a 5% resident preference, submit Resident Business / Contractor certificate issued by the NM Tax and Revenue Department.
Resident Veteran Preference	To receive a 10% resident veteran preference, submit Resident Veteran Business / Contractor certificate issued by the NM Tax and Revenue Department.
Local Preference	To receive a 5% local preference, submit a current Business Registration License issued by the City of Las Cruces Community Development Department.

CITY OF LAS CRUCES
FLEET PARTS AND SUPPLIES RE-SOLICITATION

I. Introduction

The City of Las Cruces (City) seeks to contract with qualified vendors for the purchase and delivery of parts and supplies for, but not limited to, automotive, heavy equipment, trailers, gasoline engines, diesel engines, and shop tools and supplies on an annual as-needed basis. The City requires new highest quality or grade parts, for a broad variety of vehicles and equipment, and may decide to award to multiple vendors to ensure product quality and availability. Quantities of order may vary from order to order. No commitment to purchase is made via this solicitation.

Enclosed is a draft Agreement to be entered for the proposed parts and supplies. The Agreement's term shall be for five (5) years. This Agreement does not authorize the purchase of batteries, tires, and other products that are currently available through other active City of Las Cruces price agreements.

II. Bid Items

Table A: Aftermarket parts and shop supplies with percent (%) discounts. Catalog **MUST** be provided.

ITEM	DESCRIPTION	Discount %
1	General Automotive Parts	40
2	Transmission Parts	40
3	Gasoline Engine Parts	40
4	Diesel Engine Parts	40
5	General Shop Supplies	40
6	Restocking Fee	35
7	Percentage Off Catalog	40

Bid # 24-25-055

Table B: Light to Medium Manufacturer/Brand Names Offered with percent (%) discounts. Catalog **MUST** be provided.

Item	Product/Category	Manufacturer/Brand Names (add additional offered in blanks)	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
1	Alternators & Starters	AC Delco	40 %	Snap On
		Beck/Armley		
		Motorcraft		
		FORD OEM		
		GM OEM	40%	Snap On
		Chrysler OEM		
2	Bearings (Ball & Roller	BCA		
		Timkin		
		National		
3	Belts, Hoses & Clamps	Gates		
		Goodyear		
		Ideal		
		Motorcraft		
		FORD OEM		
		GM OEM	40%	Snap On
		Chrysler OEM		
4	Brakes (Pads & Shoes)	Bendix		
		Eaton		
		Meritor		
		Raybestos		
		Performance Friction		
		Motorcraft		
		FORD OEM		
		GM OEM	40%	Snap On
5	Brakes (Drums & Rotors)	Guinte		
		Vipar		
		United		
		Meritor		
		Motorcraft		
		FORD OEM		
		GM OEM	40%	Snap On
		NAPA		

Bid # 24-25-055

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provider Catalog
6	Brakes (Calipers)	Vipar		
		NAPA		
		Break Best		
		Motorcraft		
		AC Delco		
		Ford OEM		
		GM OEM	40%	Snap On
7	Caps & Thermostats	Stant		
		Murray		
		Motorcraft		
		Ford OEM		
		GM OEM	40%	Snap On
		AC Delco	40%	Snap On
8	Electrical & Ignition	AC Delco	40%	Snap On
		Motorcraft		
		Autolite		
		Champion		
		Standard		
		Ford OEM		
		GM OEM	40%	Snap On
9	Emissions & Exhaust	AC Delco	40%	Snap On
		Motorcraft		
		Walker		
		Ford OEM		
		GM OEM	40%	Snap On
10	Filters (Air, Fuel, Oil)	AC Delco	40%	Snap On
		Motorcraft		
		Wix		
		Fram		
		MicroGuard		

Bid # 24-25-055

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
11	Gaskets & Seals	AC Delco	40%	Snap On
		National		
		C/R		
		Motorcraft		
		Ford OEM		
		GM OEM	40%	Snap On
12	Heating & Air Conditioning	AC Delco	40%	Snap On
		Motorcraft		
		Murray		
		Ford OEM		
		GM OEM	40%	Snap On
13	Lamps, Lighting & Mirrors	Federal Signal		
		Grote		
		Retrac		
		Wagner		
		Trucklite		
		Sylvania		
		Eiko		
14	Power Steering Pumps	A-1 Cardone		
		NAPA		
		Motorcraft		
		AC Delco		
		Ford OEM		
		GM OEM	40%	Snap On
15	Pumps (fuel & water)	AC Delco	40%	Snap On
		Motorcraft		
		TRW		
		Airtex		
		Ford OEM		
		GM OEM	40%	Snap On
16	Steering & Suspension	Moog		
		Monroe		
		Motorcraft		
		AC Delco	40%	Snap On

Bid # 24-25-055

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
17	Universal Joints	Precision		
		Spicer		
		Master Pro		
		NAPA		
		AC Delco	40%	Snap On
		Motorcraft		
18	Wipers	Anco		
		Motorcraft		
		Trico		
		Rain X		
		Bosch		
		GM	40%	Snap On
19	Wheel Accessories	Moog		
		Ford OEM		
		GM OEM	40%	Snap On
		Chrysler OEM		
20	Spark Plugs & Wires	AC Delco	40%	Snap On
		Champion		
		Motorcraft		
		Autolite		
		Bosch		

Table C: Heavy Duty Parts (Please add additional manufacturers offered in blanks)

Item	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
1	Allison		
2	Bendix		
3	CE Nieoff		
4	Chevrolet		
5	Chicago Rawhide		
6	Cole Hersee		
7	Cummins		
8	Delco		
9	Detroit Diesel		
10	Donaldson		
11	Eaton		
12	Firestone		
13	Fleetguard		
14	Ford		
15	Gates		
16	Grote		
17	Goodyear		
18	Meritor		
19	Midland		
20	Monroe		
21	Motorcraft		
22	National		
23	Signal Stat		
24	Spicer		
25	Stemco		
26	Stewart Warner		
27	Sylvania		
28	Trucklite		
29	Velvac		
30	Wabco		
31	Wagner		
32			
33			
34			
35			
36			
37			
38			
39			
40			

III. Scope of Work

A. General
   1. The City of Las Cruces Fleet, Solid Waste, and Transit maintenance shops are the only authorized sections to purchase parts and supplies for vehicles and equipment. The City shall not be obligated to compensate vendors for parts and supplies purchased for units without prior approval from said maintenance shops.
   2. Safety Data Sheets (SDS) shall be provided to the City, with chemicals and materials. Selected vendors shall be responsible for forwarding regular updates to the City.

B. Parts, Tools, & Supplies. List of parts, tools, and supplies that are included but not limited to the following:
   1. Parts:
      a. Fasteners: Nuts, bolts, screws, washers, etc.
      b. Electrical Components: Wires, connectors, switches, fuses, sensors.
      c. Hydraulic Components: Hoses, fittings, seals, cylinders, pumps.
      d. Engine Components: Filters, belts, gaskets, spark plugs, etc.
      e. Transmission Components: Gears, bearings, clutches.
      f. Body Parts: Panels, fenders, lights, mirrors.
      g. Consumables: Fluids (oil, coolant, grease, filters, belts, etc.
   2. Tools:
      a. Hand Tools: Wrenches, screwdrivers, pliers, hammers, sockets, etc.
      b. Power Tools: Drills, grinders, saws, impact wrenches, etc.
      c. Diagnostic Tools: Scanners, multimeters, pressure gages, thermometers.
      d. Specialized Tools: Tools specific to the equipment being maintained (e.g., alignment tools, torque wrenches).
   3. Supplies:
      a. Cleaning Supplies: Detergents, solvents, rags, shop towels.
      b. Safety Equipment: Gloves, safety glasses, ear protection, respirators.
      c. Consumables: Lubricants, adhesives, sealants.

C. Pricing & Invoicing
   1. Discounts are to be applied to the published Manufacturer Suggested Retail Price (MSRP).
   2. Vendor shall provide the necessary product catalogs (preferably e-catalogs with on-line access) to identify purchased goods and verify price of such goods.
   3. The City reserves the right to conduct an audit at any time during the term of this Agreement to assure that pricing is in compliance with the submitted price list.
   4. Parts and supplies that will exceed one thousand ($1,000.00) dollars shall require pre-approval by the City. Cost estimates shall be provided by the vendor.
   5. Detailed invoicing is to be submitted at time of delivery and shall include:
      a. Purchase Order Number
      b. Manufacturer
      c. Manufacturer Part Number

d. Quantity
e. Retail Price
f. Discounted Price
g. Extended cost

6. Separate invoices shall be rendered for each and every complete delivery.

D. Warranty

1. The Vendor shall provide full factory warranty on all products furnished, against defects in materials and/or workmanship. The warrant shall start on the date of delivery and acceptance by the City.

E. Delivery

1. The Vendor shall deliver, or arrange for delivery, of all products procured by the City under this Agreement. Products shall be delivered F.O.B. destination; packaging, shipping, handling, fuel surcharges and delivery included, with inside delivery. All locations have the following hours of operations:
    a. Monday – Thursday 7:00 am – 4:00 pm
    b. Friday 7:00 am – 12:00 pm
    c. Hours operations may differ by location, vendor shall confirm delivery times when fulfilling orders.
2. Delivery Locations. Locations have a flat surface from the parking lot and a forklift and/or a pallet jack for loading/unloading.
    a. 1501 E. Hadley Building C, Las Cruces NM 88001
    b. 680 Motel Boulevard, Las Cruces NM 88007
    c. 1670 Valley Drive, Las Cruces NM 88005
    d. 2340 Westway Avenue, Las Cruces NM 88005
3. Delivery Deadlines & Timeframes.
    a. Standard Deliveries: Should be specified based on part(s) or supplies availability.
    b. Local vendors with immediate part/supply availability:
        1. Vendors inside the city limits: Deliveries to the requested location should not exceed 30 minutes. Vendors must clearly communicate any restrictions that may prevent them from satisfying this timeframe.
        2. Vendors outside the city limits: Deliveries to the requested location should not exceed 24 hours.
        3. Deliveries shall not exceed a 24-hour period without notification of Fleet Services staff.
    c. Lead/Processing Times: Must be established and/or stated separately from delivery timeframes to avoid confusion regarding overall delivery timelines.
4. Vendor must not charge a restocking fee for products returned withing a thirty (30) day period.

PRICE INCREASES:
All prices quoted shall be firm and fixed as bid for one year of the agreement. Pass-through price adjustments will be accepted after one year and on an annual basis thereafter provided said adjustments(s) are submitted in writing with thirty (30) calendar days' advance notice and are accompanied by written documentation of the manufacturer's price increase. Price adjustment requests shall be sent to the named buyer.

PRICE DECREASES:
If the offeror receives any cost decrease from the supplier of the goods sold to the City through a contract resulting from this request, the offeror shall notify the City within 24 hours of such decrease and pass such decreases to the City immediately.

"OR APPROVED EQUAL" CLARIFICATIONS:
Brand names are used for the purpose of describing the standard quality, performance, and characteristics required and are not intended to limit or restrict competition. Requests for approved equals, including detailed technical specifications, are to be submitted with bid by bid due date.

"Equals" or "Equivalents" to these specifications may be considered; provided bidder furnishes sufficient proof that their offer meets or exceeds the intent of these specifications. The acceptance or rejection of equals or equivalents shall be determined solely by the City of Las Cruces.

LOCAL PREFERENCE NOTICE

To receive 5% local preference, submit a current copy of the respondent's Business Registration License issued by the City of Las Cruces Community Development Department.

NEW MEXICO RESIDENT PREFERENCE NOTICE

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

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

Firms seeking this 5% preference are encouraged to apply with the New Mexico Tax and Revenue Department to receive certification as a "resident business" or "resident contractor". Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

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

NEW MEXICO RESIDENT VETERAN BUSINESS NOTICE

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

Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

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

PREFERENCE FOR RECYCLED CONTENT GOODS

Whenever specifications for supplies or materials provide bidders opportunity to offer items made with recycled content good, and, when bids are received for both recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall be deemed five percent (5%) lower than the bids actually submitted provided that the recycled materials content meets or exceeds the minimum content standards required by bid specifications. "Recycled content goods" means supplies and materials composed of a minimum of twenty-five percent (25%) of recycled materials or more as specified herein.

MVD
NEW MEXICO

NEW MEXICO

2024 - 2025

TAXATION & REVENUE DEPARTMENT
MOTOR VEHICLE DIVISION

PURSUANT TO SECTION 66-4-1, NMSA 1978, the Person or Business Named Herein has been Licensed as a:

License Type	**Dealer**
License Number	**257**
License Period	**27-Jun-2024 to 31-Jul-2025**
Business Name	**SISBARRO BUICK PONTIAC GMC INC**
Business Location	**425 W BOUTZ RD LAS CRUCES NM 88005-3191**
Eligible Dealer Plates	**10**

This license is valid for the period indicated above.

The license shall be displayed in the office at the address shown above.

2024 - 2025

Letter ID: L1497927648

Agenda Item #7.1.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/05/2024

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

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

PRODUCER	**CONTACT NAME:** Mike Mortensen
Brightline Dealer Advisors 15301 Dallas Pkwy Suite 400 Addison TX 75001	**PHONE (A/C, No. Ext):** (855) 955-2718 **FAX (A/C, No):** (469) 533-3854 **E-MAIL ADDRESS:** mmortensen@brightlinedealer.com
INSURED SISBARRO DEALERSHIPS, INC. DBA SISBARRO BUICK/GMC 425 W BOUTZ RD LAS CRUCES NM 88005	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Continental Casualty Company — 20443 **INSURER B :** Houston Casualty Company — 42374 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: Garage Liability			AYA763318734	12/1/2024	12/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Garage Liability	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AYA763318734	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			AYU763335209	12/1/2024	12/1/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Named Insured(s) Include:
Sisbarro Auto World, Inc.
Sisbarro Buick-GMC,Inc
On Sale Tire and Accessories
Bistate Auto Sales, LLC
Sisbarro Deming dba Sisbarro Superstore
The Truck Store...(continued on Form 101)...

CERTIFICATE HOLDER

City of Las Cruces
P.O. Box 2000
Las Cruces NM 88004

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Shaun Smith

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AGENCY CUSTOMER ID: _____

LOC #: _____

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Covered Location(s) Include:
Loc 1: 425 West Boutz Road, Las Cruces, NM 88005
Loc 2: 1115 South Valley Drive, Las Cruces, NM 88005
Loc 3: 375 West Boutz Road, Las Cruces, NM 88005
Loc 4: 125 West Boutz Road, Las Cruces, NM 88005
Loc 5: 730 Avenida de Mesilla, Las Cruces, NM 88005
Loc 6: 900 South Valley Drive, Las Cruces, NM 88005
Loc 7: 4211 New Mexico 549, Deming, NM 88030

Collision: $2,500 per auto
Comp/Collision Deductible: $2,500 per auto/ $12,500 per occurrence
Weather Deductible: $1,000 per auto/ $25,000 per occurrence
Earthquake: 10% of Comprehensive Earthquake $5,000 per auto
Waiver of Subrogation with Work Performed.

Additional Named Insured(s) Include:

SISBARRO AUTOWORLD, INC., SISBARRO DEMING, INC., SISBARRO DEALERSHIPS INC DBA SISBARRO SUPERSTORE, BI-STATE AUTO SALES LLC. DBA CREDIT CARS

Covered Location(s) Include:

425 W BOUTZ RD LAS CRUCES,NM,88005; 1115 S VALLEY DR LAS CRUCES,NM,88005; 375 W BOUTZ RD LAS CRUCES,NM,88005; 125 W BOUTZ RD LAS CRUCES,NM,88005; 730 AVENIDA DE MESILLA LAS CRUCES,NM,88005;900 S VALLEY DR LAS CRUCES,NM,88005; 4211 HWY 549 NE DEMING,NM,88030

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CITY OF LAS CRUCES

PRICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of May, 2025 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Quality Buick GMC by Di Lorenzo, of 7901 Lomas Blvd. NE, Albuquerque, New Mexico, 87110, hereinafter called “CONTRACTOR”.

1. PRODUCT DESCRIPTION
Fleet parts and supplies

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall deliver PRODUCT as bid in response to the CITY’S Invitation to Bid No. 24-25-055 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

4. COMPENSATION
In consideration for CONTRACTOR’S satisfactory performance agreed to herein, the CITY shall compensate CONTRACTOR based upon pricing offered in CONTRACTOR’S response to the CITY’S Invitation to Bid No. 24-25-055. CONTRACTOR shall deliver product upon receipt of a purchase order from the CITY. The CITY cannot authorize costs to be incurred prior to such purchase order.

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

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

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2025 for a term of five (5) years through April 30, 2030. CONTRACTOR shall deliver PRODUCT in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR'S employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to

perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

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

17. INSURANCE

Insurance is not required under the terms of this Agreement.

18. INDEMNITY AND LIMITATION

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

19. APPLICABLE LAW

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

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

20. BREACH

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

21. DISPUTE RESOLUTION

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

22. NOTIFICATION

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Ruben Romero
With Copies to:	Purchasing Manager
TO CONTRACTOR:	Quality Buick GMC by Di Lorenzo 7901 Lomas Blvd. NE Albuquerque, NM 87110 ATTENTION: Garry Ricci

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

QUALITY BUICK GMC BY DI LORENZO

BY: _____
Garry Ricci
Fixed Operations Director

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

04/10/25
City Attorney

24-25-055
Fleet Parts
And Supplies

EXHIBIT A

CITY OF LAS CRUCES

INVITATION TO BID

TITLE	BID #	DUE DATE/TIME
FLEET PARTS AND SUPPLIES RE-SOLICITATION	24-25-055	February 20, 2025 / 2:00 pm

Bid Submitted by: Quality Buick GMC by Di Lorenzo
(Company)

BIDDING CONDITIONS

Unless otherwise stated in the bid document, the following conditions apply.

1) Bidders are advised that all bids are subject to the legal requirements as provided for in the City of Las Cruces (City) Procurement Code, Chapter 24 Las Cruces Municipal Code (LCMC), 1998 available on the City's website: https://www.municode.com/library/nm/las_cruces/codes/code_of_ordinances?nodeId=PTIIMUCO_CH24PRCO
   a) Preference will be given to bidders residing within New Mexico and/or Las Cruces, NM, in accordance with §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, and Section 24-100, LCMC, 1998, of the City Procurement Code.
   b) Whenever bid specifications are for supplies or materials consisting of recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall receive a 5% preference pursuant to §13-1-21, NMSA, 1978.
   c) The application of multiple preferences shall be limited to ten percent (10%).
   d) Whenever federal funds that are subject to the U.S. OMB "Common Rule" and involved in the purchase of goods/services by the City, the preferences stated within this section are not applicable.
   e) DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF DURING THE BID PROCESS (from Public Notice through Award), OTHER THAN PURCHASING SECTION STAFF, WILL RENDER THE BID NON-COMPLIANT AND UNACCEPTABLE FOR AWARD.
   f) Bidder agrees to comply with all City, State and Federal rules and regulations.
   g) Bidder is responsible for complying with criminal laws prohibiting bribes, gratuities and kickbacks.

2) Bids must:
   a) be submitted typed or in ink on **UNALTERED City bid forms** for bid to be considered.
   b) be complete with required information.
   c) be signed by an authorized representative.
   d) be submitted separately and labeled as such when submitting more than one bid.
   e) state the manufacturer BRAND/MODEL NUMBER offered on all items along with brochures and specifications.
   f) include samples at no cost for evaluation purposes when required by the bid specifications or otherwise requested by the City.
   g) include a request for return of samples, by the supplier, otherwise samples shall become the property of the City after 60 days. (Bidders must arrange for and absorb the cost of any sample return.)
   h) be submitted in PDF format via e-mail to bidclerk@lascruces.gov with the bidder's company name, bid number and title, and due date/time in the subject line of the message.
   i) be received by the City Purchasing Section in the Bid Clerk e-mail inbox by the specified due date and time. Late bids shall not be accepted.

3) Pricing shall:
   a) state the UNIT PRICE and EXTENDED AMOUNT for each item or service offered. UNIT PRICES GOVERN ANY ERRORS IN THE EXTENSION and shall be stated F.O.B. - Destination; Prepaid Full Freight Allowed
   b) exclude any applicable taxes.
   c) be effective for 45 days.

4) Questions:
   a) MUST be submitted in writing and emailed to bidclerk@lascruces.gov referencing the bid number and title.
   b) will be accepted only up to one week prior to the bid due date/time.

5) Addenda:
   a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
   b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via email or mail.
   c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked REVISED.
   d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.

6) The City reserves the right to:
   a) determine responsible bidders and responsive bids.
   b) accept and award compliant bids based on the lowest:

i) Individual Unit Price, or
ii) Grouped Unit Price, or
iii) Lump Sum Unit Price; whichever is deemed most beneficial to the City.

c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought.
d) negotiate an extension of effective price dates.
e) change the quantity of bid items within their effective price date.
f) reject any or all bids partially or wholly.

7) It is the City's intent to award bids within 45 days of the bid due date.
a) Bidders may obtain bid results by contacting the Bid Clerk at bidclerk@lascruces.gov.
b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension.

Bid Form

Receipt of Addenda Nos. 0 is hereby acknowledged. (Where none received, place '0' in this space.)

Payment Terms: Net 30 Days Bidder guarantees delivery of items within 2 days

Pricing for this bid is effective through 4/1/2026 (price agreements are effective for one year from date of award)

NM Tax & Revenue Department Combined Reporting System (CRS) # 01-100011-002

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

Current CLC Business Registration # _____ (for businesses residing within Las Cruces city limits)

NM Resident Certificate from NM Tax and Revenue Department enclosed _____ Yes _____No

NM Resident Veteran Certificate from NM Tax and Revenue Department enclosed _____ Yes _____No

Federal Employer / Tax Identification # 85-0129426 (mandatory for all respondents)

In compliance with the Bid Specifications, Bidding Conditions, and Purchase Order Terms and Conditions, I, the undersigned, offer and agree to furnish any or all items upon which prices are offered at the price set opposite each item, to the City within the time specified.

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

COMPANY NAME & ADDRESS:

Quality Buick GMC by DiLorenzo
7901 Lomas Blvd NE
Albuquerque NM 87110
505-765-1300
Phone
Fax

Garry Ricci Fixed Operations Director
Typed or Printed Name of Authorized Representative & Title

Signature 02/19/25
Date

garryr@qualitydeal.com
Email

BID SUBMITTAL CHECK LIST

DESCRIPTION	COMMENT
Bid Form	Ensure bid is signed by representative stated on the form and completely filled out, as applicable, and especially that all addenda are acknowledged.
Resident Preference	To receive a 5% resident preference, submit Resident Business / Contractor certificate issued by the NM Tax and Revenue Department.
Resident Veteran Preference	To receive a 10% resident veteran preference, submit Resident Veteran Business / Contractor certificate issued by the NM Tax and Revenue Department.
Local Preference	To receive a 5% local preference, submit a current Business Registration License issued by the City of Las Cruces Community Development Department.

CITY OF LAS CRUCES
FLEET PARTS AND SUPPLIES RE-SOLICITATION

I. Introduction

The City of Las Cruces (City) seeks to contract with qualified vendors for the purchase and delivery of parts and supplies for, but not limited to, automotive, heavy equipment, trailers, gasoline engines, diesel engines, and shop tools and supplies on an annual as-needed basis. The City requires new highest quality or grade parts, for a broad variety of vehicles and equipment, and may decide to award to multiple vendors to ensure product quality and availability. Quantities of order may vary from order to order. No commitment to purchase is made via this solicitation.

Enclosed is a draft Agreement to be entered for the proposed parts and supplies. The Agreement's term shall be for five (5) years. This Agreement does not authorize the purchase of batteries, tires, and other products that are currently available through other active City of Las Cruces price agreements.

II. Bid Items

Table A: Aftermarket parts and shop supplies with percent (%) discounts. Catalog **MUST** be provided.

ITEM	DESCRIPTION	Discount %
1	General Automotive Parts	25
2	Transmission Parts	25
3	Gasoline Engine Parts	25
4	Diesel Engine Parts	25
5	General Shop Supplies	
6	Restocking Fee	10
7	Percentage Off Catalog	

Table B: Light to Medium Manufacturer/Brand Names Offered with percent (%) discounts. Catalog **MUST** be provided.

Item	Product/Category	Manufacturer/Brand Names (add additional offered in blanks)	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
1	Alternators & Starters	AC Delco		
		Beck/Armley		
		Motorcraft		
		FORD OEM		
		GM OEM	25	
		Chrysler OEM		
2	Bearings (Ball & Roller	BCA		
		Timkin		
		National		
		GM OEM	25	
3	Belts, Hoses & Clamps	Gates		
		Goodyear		
		Ideal		
		Motorcraft		
		FORD OEM		
		GM OEM	25	
		Chrysler OEM		
4	Brakes (Pads & Shoes)	Bendix		
		Eaton		
		Meritor		
		Raybestos		
		Performance Friction		
		Motorcraft		
		FORD OEM		
		GM OEM	25	
5	Brakes (Drums & Rotors)	Guinte		
		Vipar		
		United		
		Meritor		
		Motorcraft		
		FORD OEM		
		GM OEM	25	
		NAPA		

Bid # 24-25-055

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provider Catalog
6	Brakes (Calipers)	Vipar		
		NAPA		
		Break Best		
		Motorcraft		
		AC Delco		
		Ford OEM		
		GM OEM	25	
7	Caps & Thermostats	Stant		
		Murray		
		Motorcraft		
		Ford OEM		
		GM OEM	25	
		AC Delco		
8	Electrical & Ignition	AC Delco		
		Motorcraft		
		Autolite		
		Champion		
		Standard		
		Ford OEM		
		GM OEM	25	
9	Emissions & Exhaust	AC Delco		
		Motorcraft		
		Walker		
		Ford OEM		
		GM OEM	25	
10	Filters (Air, Fuel, Oil)	AC Delco	25	
		Motorcraft		
		Wix		
		Fram		
		MicroGuard		
		GM OEM	25	

Bid # 24-25-055

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
11	Gaskets & Seals	AC Delco		
		National		
		C/R		
		Motorcraft		
		Ford OEM		
		GM OEM	25	
12	Heating & Air Conditioning	AC Delco		
		Motorcraft		
		Murray		
		Ford OEM		
		GM OEM	25	
13	Lamps, Lighting & Mirrors	Federal Signal		
		Grote		
		Retrac		
		Wagner		
		Trucklite		
		Sylvania		
		Eiko		
		GM OEM	25	
14	Power Steering Pumps	A-1 Cardone		
		NAPA		
		Motorcraft		
		AC Delco		
		Ford OEM		
		GM OEM	25	
15	Pumps (fuel & water)	AC Delco		
		Motorcraft		
		TRW		
		Airtex		
		Ford OEM		
		GM OEM	25	
16	Steering & Suspension	Moog		
		Monroe		
		Motorcraft		
		AC Delco GM OEM	25	

Bid # 24-25-055

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
17	Universal Joints	Precision		
		Spicer		
		Master Pro		
		NAPA		
		AC Delco		
		Motorcraft		
		GM OEM	25	
18	Wipers	Anco		
		Motorcraft		
		Trico		
		Rain X		
		Bosch		
		GM OEM	25	
19	Wheel Accessories	Moog		
		Ford OEM		
		GM OEM	25	
		Chrysler OEM		
20	Spark Plugs & Wires	AC Delco		
		Champion		
		Motorcraft		
		Autolite		
		Bosch		
		GM OEM	25	

Table C: Heavy Duty Parts (Please add additional manufacturers offered in blanks)

Item	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
1	Allison		
2	Bendix		
3	CE Nieoff		
4	Chevrolet		
5	Chicago Rawhide		
6	Cole Hersee		
7	Cummins		
8	Delco		
9	Detroit Diesel		
10	Donaldson		
11	Eaton		
12	Firestone		
13	Fleetguard		
14	Ford		
15	Gates		
16	Grote		
17	Goodyear		
18	Meritor		
19	Midland		
20	Monroe		
21	Motorcraft		
22	National		
23	Signal Stat		
24	Spicer		
25	Stemco		
26	Stewart Warner		
27	Sylvania		
28	Trucklite		
29	Velvac		
30	Wabco		
31	Wagner		
32			
33			
34			
35			
36			
37			
38			
39			
40			

III. Scope of Work

A. General
   1. The City of Las Cruces Fleet, Solid Waste, and Transit maintenance shops are the only authorized sections to purchase parts and supplies for vehicles and equipment. The City shall not be obligated to compensate vendors for parts and supplies purchased for units without prior approval from said maintenance shops.
   2. Safety Data Sheets (SDS) shall be provided to the City, with chemicals and materials. Selected vendors shall be responsible for forwarding regular updates to the City.

B. Parts, Tools, & Supplies. List of parts, tools, and supplies that are included but not limited to the following:
   1. Parts:
      a. Fasteners: Nuts, bolts, screws, washers, etc.
      b. Electrical Components: Wires, connectors, switches, fuses, sensors.
      c. Hydraulic Components: Hoses, fittings, seals, cylinders, pumps.
      d. Engine Components: Filters, belts, gaskets, spark plugs, etc.
      e. Transmission Components: Gears, bearings, clutches.
      f. Body Parts: Panels, fenders, lights, mirrors.
      g. Consumables: Fluids (oil, coolant, grease, filters, belts, etc.
   2. Tools:
      a. Hand Tools: Wrenches, screwdrivers, pliers, hammers, sockets, etc.
      b. Power Tools: Drills, grinders, saws, impact wrenches, etc.
      c. Diagnostic Tools: Scanners, multimeters, pressure gages, thermometers.
      d. Specialized Tools: Tools specific to the equipment being maintained (e.g., alignment tools, torque wrenches).
   3. Supplies:
      a. Cleaning Supplies: Detergents, solvents, rags, shop towels.
      b. Safety Equipment: Gloves, safety glasses, ear protection, respirators.
      c. Consumables: Lubricants, adhesives, sealants.

C. Pricing & Invoicing
   1. Discounts are to be applied to the published Manufacturer Suggested Retail Price (MSRP).
   2. Vendor shall provide the necessary product catalogs (preferably e-catalogs with on-line access) to identify purchased goods and verify price of such goods.
   3. The City reserves the right to conduct an audit at any time during the term of this Agreement to assure that pricing is in compliance with the submitted price list.
   4. Parts and supplies that will exceed one thousand ($1,000.00) dollars shall require pre-approval by the City. Cost estimates shall be provided by the vendor.
   5. Detailed invoicing is to be submitted at time of delivery and shall include:
      a. Purchase Order Number
      b. Manufacturer
      c. Manufacturer Part Number

d. Quantity
e. Retail Price
f. Discounted Price
g. Extended cost

6. Separate invoices shall be rendered for each and every complete delivery.

D. Warranty

1. The Vendor shall provide full factory warranty on all products furnished, against defects in materials and/or workmanship. The warrant shall start on the date of delivery and acceptance by the City.

E. Delivery

1. The Vendor shall deliver, or arrange for delivery, of all products procured by the City under this Agreement. Products shall be delivered F.O.B. destination; packaging, shipping, handling, fuel surcharges and delivery included, with inside delivery. All locations have the following hours of operations:
    a. Monday – Thursday 7:00 am – 4:00 pm
    b. Friday 7:00 am – 12:00 pm
    c. Hours operations may differ by location, vendor shall confirm delivery times when fulfilling orders.
2. Delivery Locations. Locations have a flat surface from the parking lot and a forklift and/or a pallet jack for loading/unloading.
    a. 1501 E. Hadley Building C, Las Cruces NM 88001
    b. 680 Motel Boulevard, Las Cruces NM 88007
    c. 1670 Valley Drive, Las Cruces NM 88005
    d. 2340 Westway Avenue, Las Cruces NM 88005
3. Delivery Deadlines & Timeframes.
    a. Standard Deliveries: Should be specified based on part(s) or supplies availability.
    b. Local vendors with immediate part/supply availability:
        1. Vendors inside the city limits: Deliveries to the requested location should not exceed 30 minutes. Vendors must clearly communicate any restrictions that may prevent them from satisfying this timeframe.
        2. Vendors outside the city limits: Deliveries to the requested location should not exceed 24 hours.
        3. Deliveries shall not exceed a 24-hour period without notification of Fleet Services staff.
    c. Lead/Processing Times: Must be established and/or stated separately from delivery timeframes to avoid confusion regarding overall delivery timelines.
4. Vendor must not charge a restocking fee for products returned withing a thirty (30) day period.

PRICE INCREASES:
All prices quoted shall be firm and fixed as bid for one year of the agreement. Pass-through price adjustments will be accepted after one year and on an annual basis thereafter provided said adjustments(s) are submitted in writing with thirty (30) calendar days' advance notice and are accompanied by written documentation of the manufacturer's price increase. Price adjustment requests shall be sent to the named buyer.

PRICE DECREASES:
If the offeror receives any cost decrease from the supplier of the goods sold to the City through a contract resulting from this request, the offeror shall notify the City within 24 hours of such decrease and pass such decreases to the City immediately.

"OR APPROVED EQUAL" CLARIFICATIONS:
Brand names are used for the purpose of describing the standard quality, performance, and characteristics required and are not intended to limit or restrict competition. Requests for approved equals, including detailed technical specifications, are to be submitted with bid by bid due date.

"Equals" or "Equivalents" to these specifications may be considered; provided bidder furnishes sufficient proof that their offer meets or exceeds the intent of these specifications. The acceptance or rejection of equals or equivalents shall be determined solely by the City of Las Cruces.

LOCAL PREFERENCE NOTICE

To receive 5% local preference, submit a current copy of the respondent's Business Registration License issued by the City of Las Cruces Community Development Department.

NEW MEXICO RESIDENT PREFERENCE NOTICE

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

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

Firms seeking this 5% preference are encouraged to apply with the New Mexico Tax and Revenue Department to receive certification as a "resident business" or "resident contractor". Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

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

NEW MEXICO RESIDENT VETERAN BUSINESS NOTICE

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

Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

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

PREFERENCE FOR RECYCLED CONTENT GOODS

Whenever specifications for supplies or materials provide bidders opportunity to offer items made with recycled content good, and, when bids are received for both recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall be deemed five percent (5%) lower than the bids actually submitted provided that the recycled materials content meets or exceeds the minimum content standards required by bid specifications. "Recycled content goods" means supplies and materials composed of a minimum of twenty-five percent (25%) of recycled materials or more as specified herein.

CITY OF LAS CRUCES

PRICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of May, 2025 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Safety-Kleen Systems, Inc., of 42 Longwater Drive, Norwell, Massachusetts, 02061, hereinafter called “CONTRACTOR”.

1. PRODUCT DESCRIPTION
Fleet parts and supplies

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall deliver PRODUCT as bid in response to the CITY’S Invitation to Bid No. 24-25-055 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

4. COMPENSATION
In consideration for CONTRACTOR’S satisfactory performance agreed to herein, the CITY shall compensate CONTRACTOR based upon pricing offered in CONTRACTOR’S response to the CITY’S Invitation to Bid No. 24-25-055. CONTRACTOR shall deliver product upon receipt of a purchase order from the CITY. The CITY cannot authorize costs to be incurred prior to such purchase order.

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

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

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2025 for a term of five (5) years through April 30, 2030. CONTRACTOR shall deliver PRODUCT in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR'S employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to

perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP
Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

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

17. INSURANCE
Insurance is not required under the terms of this Agreement.

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

19. APPLICABLE LAW

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

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

20. BREACH

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

21. DISPUTE RESOLUTION

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

22. NOTIFICATION

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Ruben Romero
With Copies to:	Purchasing Manager
TO CONTRACTOR:	Safety-Kleen Systems, Inc. 42 Longwater Norwell, MA 02061 ATTENTION: Shaynn Mahan

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

SAFETY-KLEEN SYSTEMS, INC.

BY: _____
Shaynn Mahan
SVP of Sales

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

BD 04/10/2025
City Attorney

24-25-055
Fleet Parts
And Supplies

EXHIBIT A

CITY OF LAS CRUCES

INVITATION TO BID

TITLE	BID #	DUE DATE/TIME
FLEET PARTS AND SUPPLIES RE-SOLICITATION	**24-25-055**	**February 20, 2025 / 2:00 pm**

Bid Submitted by: Safety-Kleen Systems, Inc.
(Company)

BIDDING CONDITIONS

Unless otherwise stated in the bid document, the following conditions apply.

1) Bidders are advised that all bids are subject to the legal requirements as provided for in the City of Las Cruces (City) Procurement Code, Chapter 24 Las Cruces Municipal Code (LCMC), 1998 available on the City's website: https://www.municode.com/library/nm/las_cruces/codes/code_of_ordinances?nodeId=PTIIMUCO_CH24PRCO

   a) Preference will be given to bidders residing within New Mexico and/or Las Cruces, NM, in accordance with §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, and Section 24-100, LCMC, 1998, of the City Procurement Code.
   b) Whenever bid specifications are for supplies or materials consisting of recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall receive a 5% preference pursuant to §13-1-21, NMSA, 1978.
   c) The application of multiple preferences shall be limited to ten percent (10%).
   d) Whenever federal funds that are subject to the U.S. OMB "Common Rule" and involved in the purchase of goods/services by the City, the preferences stated within this section are not applicable.

   e) DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF DURING THE BID PROCESS (from Public Notice through Award), OTHER THAN PURCHASING SECTION STAFF, WILL RENDER THE BID NON-COMPLIANT AND UNACCEPTABLE FOR AWARD.
   f) Bidder agrees to comply with all City, State and Federal rules and regulations.
   g) Bidder is responsible for complying with criminal laws prohibiting bribes, gratuities and kickbacks.

2) Bids must:
   a) be submitted typed or in ink on **UNALTERED City bid forms** for bid to be considered.
   b) be complete with required information.
   c) be signed by an authorized representative.
   d) be submitted separately and labeled as such when submitting more than one bid.
   e) state the manufacturer BRAND/MODEL NUMBER offered on all items along with brochures and specifications.
   f) include samples at no cost for evaluation purposes when required by the bid specifications or otherwise requested by the City.
   g) include a request for return of samples, by the supplier, otherwise samples shall become the property of the City after 60 days. (Bidders must arrange for and absorb the cost of any sample return.)
   h) be submitted in PDF format via e-mail to bidclerk@lascruces.gov with the bidder's company name, bid number and title, and due date/time in the subject line of the message.
   i) be received by the City Purchasing Section in the Bid Clerk e-mail inbox by the specified due date and time. Late bids shall not be accepted.

3) Pricing shall:
   a) state the UNIT PRICE and EXTENDED AMOUNT for each item or service offered. UNIT PRICES GOVERN ANY ERRORS IN THE EXTENSION and shall be stated F.O.B. - Destination; Prepaid Full Freight Allowed
   b) exclude any applicable taxes.
   c) be effective for 45 days.

4) Questions:
   a) MUST be submitted in writing and emailed to bidclerk@lascruces.gov referencing the bid number and title.
   b) will be accepted only up to one week prior to the bid due date/time.

5) Addenda:
   a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
   b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via email or mail.
   c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked REVISED.
   d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.

6) The City reserves the right to:
   a) determine responsible bidders and responsive bids.
   b) accept and award compliant bids based on the lowest:

i) Individual Unit Price, or
ii) Grouped Unit Price, or
iii) Lump Sum Unit Price; whichever is deemed most beneficial to the City.

c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought.
d) negotiate an extension of effective price dates.
e) change the quantity of bid items within their effective price date.
f) reject any or all bids partially or wholly.

7) It is the City's intent to award bids within 45 days of the bid due date.
a) Bidders may obtain bid results by contacting the Bid Clerk at bidclerk@lascruces.gov.
b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension.

Bid Form

Receipt of Addenda Nos. 1 is hereby acknowledged. (Where none received, place '0' in this space.)

Payment Terms: Net 30 Days Bidder guarantees delivery of items within 7 days

Pricing for this bid is effective through 05/30/2025 (price agreements are effective for one year from date of award)

NM Tax & Revenue Department Combined Reporting System (CRS) # N/A

Current NM Secretary of State Business ID # 25-00003358 (corporations only)

Current CLC Business Registration # N/A (for businesses residing within Las Cruces city limits)

NM Resident Certificate from NM Tax and Revenue Department enclosed _____ Yes X No

NM Resident Veteran Certificate from NM Tax and Revenue Department enclosed _____ Yes X No

Federal Employer / Tax Identification # 39-6090019 (mandatory for all respondents)

In compliance with the Bid Specifications, Bidding Conditions, and Purchase Order Terms and Conditions, I, the undersigned, offer and agree to furnish any or all items upon which prices are offered at the price set opposite each item, to the City within the time specified.

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

COMPANY NAME & ADDRESS:

42 Longwater Drive
Norwell MA 02061

781-427-3060
Phone N/A
Fax

Shaynn Mahan SVP of Sales
Typed or Printed Name of Authorized Representative & Title

DocuSigned by:
shaynn mahan
Signature BCA6841E...

02/19/2025
Date

lapham.leonard@safety-kleen.com
Email

Bid # 24-25-055

City of Las Cruces
NO-BID

Please return this form only if NOT SUBMITTING a bid.

In an effort to make the procurement of the City of Las Cruces goods and services as competitive as possible, we are soliciting information from vendors who cannot bid.

Completion of this form will assist us in evaluation factors, which relate to the competitiveness of our bids. Please check any of the boxes below which apply.

- ☐ Specifications – Restrictive, unclear, specialty item, etc.
- ☐ Manufacturing – Unique item, production time for model or item has expired, etc.
- ☐ Bid Time – Insufficient time to properly bid.
- ☐ Delivery Time – Specified delivery time cannot be met.
- ☐ Payment – Delay in payment process.
- ☐ Miscellaneous – Do not wish to bid, do not handle this type of item(s), unable to compete, etc.

The intent in obtaining this information is to utilize it to adjust procedures, if appropriate and to obtain maximum participation in the competitive bid process. Vendor comments are not restricted to those items listed. Please submit any statement relative to this bid, which you feel has an impact on your ability to bid.

VENDOR STATEMENT

_____

_____

_____

_____

_____

_____

COMPANY NAME & ADDRESS:

_____

_____

_____

_____ Phone

_____ Fax

TYPED OR PRINTED NAME OF AUTHORIZED REPRESENTATIVE & TITLE:

_____

_____ Signature Date

_____ Email

Bid # 24-25-055

BID SUBMITTAL CHECK LIST

DESCRIPTION	COMMENT
Bid Form	Ensure bid is signed by representative stated on the form and completely filled out, as applicable, and especially that all addenda are acknowledged.
Resident Preference	To receive a 5% resident preference, submit Resident Business / Contractor certificate issued by the NM Tax and Revenue Department.
Resident Veteran Preference	To receive a 10% resident veteran preference, submit Resident Veteran Business / Contractor certificate issued by the NM Tax and Revenue Department.
Local Preference	To receive a 5% local preference, submit a current Business Registration License issued by the City of Las Cruces Community Development Department.

CITY OF LAS CRUCES
FLEET PARTS AND SUPPLIES RE-SOLICITATION

I. Introduction

The City of Las Cruces (City) seeks to contract with qualified vendors for the purchase and delivery of parts and supplies for, but not limited to, automotive, heavy equipment, trailers, gasoline engines, diesel engines, and shop tools and supplies on an annual as-needed basis. The City requires new highest quality or grade parts, for a broad variety of vehicles and equipment, and may decide to award to multiple vendors to ensure product quality and availability. Quantities of order may vary from order to order. No commitment to purchase is made via this solicitation.

Enclosed is a draft Agreement to be entered for the proposed parts and supplies. The Agreement's term shall be for five (5) years. This Agreement does not authorize the purchase of batteries, tires, and other products that are currently available through other active City of Las Cruces price agreements.

II. Bid Items

Table A: Aftermarket parts and shop supplies with percent (%) discounts. Catalog **MUST** be provided.

ITEM	DESCRIPTION	Discount %
1	General Automotive Parts	
2	Transmission Parts	
3	Gasoline Engine Parts	
4	Diesel Engine Parts	
5	General Shop Supplies	
6	Restocking Fee	
7	Percentage Off Catalog	7% off attached Catalog

Table B: Light to Medium Manufacturer/Brand Names Offered with percent (%) discounts. Catalog **MUST** be provided.

Item	Product/Category	Manufacturer/Brand Names (add additional offered in blanks)	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
1	Alternators & Starters	AC Delco		
		Beck/Armley		
		Motorcraft		
		FORD OEM		
		GM OEM		
		Chrysler OEM		
2	Bearings (Ball & Roller	BCA		
		Timkin		
		National		
3	Belts, Hoses & Clamps	Gates		
		Goodyear		
		Ideal		
		Motorcraft		
		FORD OEM		
		GM OEM		
		Chrysler OEM		
4	Brakes (Pads & Shoes)	Bendix		
		Eaton		
		Meritor		
		Raybestos		
		Performance Friction		
		Motorcraft		
		FORD OEM		
		GM OEM		
5	Brakes (Drums & Rotors)	Guinte		
		Vipar		
		United		
		Meritor		
		Motorcraft		
		FORD OEM		
		GM OEM		
		NAPA		

Bid # 24-25-055

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provider Catalog
6	Brakes (Calipers)	Vipar		
		NAPA		
		Break Best		
		Motorcraft		
		AC Delco		
		Ford OEM		
		GM OEM		
7	Caps & Thermostats	Stant		
		Murray		
		Motorcraft		
		Ford OEM		
		GM OEM		
		AC Delco		
8	Electrical & Ignition	AC Delco		
		Motorcraft		
		Autolite		
		Champion		
		Standard		
		Ford OEM		
		GM OEM		
9	Emissions & Exhaust	AC Delco		
		Motorcraft		
		Walker		
		Ford OEM		
		GM OEM		
10	Filters (Air, Fuel, Oil)	AC Delco		
		Motorcraft		
		Wix		
		Fram		
		MicroGuard		

Bid # 24-25-055

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
11	Gaskets & Seals	AC Delco		
		National		
		C/R		
		Motorcraft		
		Ford OEM		
		GM OEM		
12	Heating & Air Conditioning	AC Delco		
		Motorcraft		
		Murray		
		Ford OEM		
		GM OEM		
13	Lamps, Lighting & Mirrors	Federal Signal		
		Grote		
		Retrac		
		Wagner		
		Trucklite		
		Sylvania		
		Eiko		
14	Power Steering Pumps	A-1 Cardone		
		NAPA		
		Motorcraft		
		AC Delco		
		Ford OEM		
		GM OEM		
15	Pumps (fuel & water)	AC Delco		
		Motorcraft		
		TRW		
		Airtex		
		Ford OEM		
		GM OEM		
16	Steering & Suspension	Moog		
		Monroe		
		Motorcraft		
		AC Delco		

Bid # 24-25-055

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
17	Universal Joints	Precision		
		Spicer		
		Master Pro		
		NAPA		
		AC Delco		
		Motorcraft		
18	Wipers	Anco		
		Motorcraft		
		Trico		
		Rain X		
		Bosch		
19	Wheel Accessories	Moog		
		Ford OEM		
		GM OEM		
		Chrysler OEM		
20	Spark Plugs & Wires	AC Delco		
		Champion		
		Motorcraft		
		Autolite		
		Bosch		

Table C: Heavy Duty Parts (Please add additional manufacturers offered in blanks)

Item	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
1	Allison		
2	Bendix		
3	CE Nieoff		
4	Chevrolet		
5	Chicago Rawhide		
6	Cole Hersee		
7	Cummins		
8	Delco		
9	Detroit Diesel		
10	Donaldson		
11	Eaton		
12	Firestone		
13	Fleetguard		
14	Ford		
15	Gates		
16	Grote		
17	Goodyear		
18	Meritor		
19	Midland		
20	Monroe		
21	Motorcraft		
22	National		
23	Signal Stat		
24	Spicer		
25	Stemco		
26	Stewart Warner		
27	Sylvania		
28	Trucklite		
29	Velvac		
30	Wabco		
31	Wagner		
32			
33			
34			
35			
36			
37			
38			
39			
40			

III. Scope of Work

A. General
    1. The City of Las Cruces Fleet, Solid Waste, and Transit maintenance shops are the only authorized sections to purchase parts and supplies for vehicles and equipment. The City shall not be obligated to compensate vendors for parts and supplies purchased for units without prior approval from said maintenance shops.
    2. Safety Data Sheets (SDS) shall be provided to the City, with chemicals and materials. Selected vendors shall be responsible for forwarding regular updates to the City.

B. Parts, Tools, & Supplies. List of parts, tools, and supplies that are included but not limited to the following:
    1. Parts:
        a. Fasteners: Nuts, bolts, screws, washers, etc.
        b. Electrical Components: Wires, connectors, switches, fuses, sensors.
        c. Hydraulic Components: Hoses, fittings, seals, cylinders, pumps.
        d. Engine Components: Filters, belts, gaskets, spark plugs, etc.
        e. Transmission Components: Gears, bearings, clutches.
        f. Body Parts: Panels, fenders, lights, mirrors.
        g. Consumables: Fluids (oil, coolant, grease, filters, belts, etc.
    2. Tools:
        a. Hand Tools: Wrenches, screwdrivers, pliers, hammers, sockets, etc.
        b. Power Tools: Drills, grinders, saws, impact wrenches, etc.
        c. Diagnostic Tools: Scanners, multimeters, pressure gages, thermometers.
        d. Specialized Tools: Tools specific to the equipment being maintained (e.g., alignment tools, torque wrenches).
    3. Supplies:
        a. Cleaning Supplies: Detergents, solvents, rags, shop towels.
        b. Safety Equipment: Gloves, safety glasses, ear protection, respirators.
        c. Consumables: Lubricants, adhesives, sealants.

C. Pricing & Invoicing
    1. Discounts are to be applied to the published Manufacturer Suggested Retail Price (MSRP).
    2. Vendor shall provide the necessary product catalogs (preferably e-catalogs with on-line access) to identify purchased goods and verify price of such goods.
    3. The City reserves the right to conduct an audit at any time during the term of this Agreement to assure that pricing is in compliance with the submitted price list.
    4. Parts and supplies that will exceed one thousand ($1,000.00) dollars shall require pre-approval by the City. Cost estimates shall be provided by the vendor.
    5. Detailed invoicing is to be submitted at time of delivery and shall include:
        a. Purchase Order Number
        b. Manufacturer
        c. Manufacturer Part Number

d. Quantity
e. Retail Price
f. Discounted Price
g. Extended cost

6. Separate invoices shall be rendered for each and every complete delivery.

D. Warranty

1. The Vendor shall provide full factory warranty on all products furnished, against defects in materials and/or workmanship. The warrant shall start on the date of delivery and acceptance by the City.

E. Delivery

1. The Vendor shall deliver, or arrange for delivery, of all products procured by the City under this Agreement. Products shall be delivered F.O.B. destination; packaging, shipping, handling, fuel surcharges and delivery included, with inside delivery. All locations have the following hours of operations:
    a. Monday – Thursday 7:00 am – 4:00 pm
    b. Friday 7:00 am – 12:00 pm
    c. Hours operations may differ by location, vendor shall confirm delivery times when fulfilling orders.
2. Delivery Locations. Locations have a flat surface from the parking lot and a forklift and/or a pallet jack for loading/unloading.
    a. 1501 E. Hadley Building C, Las Cruces NM 88001
    b. 680 Motel Boulevard, Las Cruces NM 88007
    c. 1670 Valley Drive, Las Cruces NM 88005
    d. 2340 Westway Avenue, Las Cruces NM 88005
3. Delivery Deadlines & Timeframes.
    a. Standard Deliveries: Should be specified based on part(s) or supplies availability.
    b. Local vendors with immediate part/supply availability:
        1. Vendors inside the city limits: Deliveries to the requested location should not exceed 30 minutes. Vendors must clearly communicate any restrictions that may prevent them from satisfying this timeframe.
        2. Vendors outside the city limits: Deliveries to the requested location should not exceed 24 hours.
        3. Deliveries shall not exceed a 24-hour period without notification of Fleet Services staff.
    c. Lead/Processing Times: Must be established and/or stated separately from delivery timeframes to avoid confusion regarding overall delivery timelines.
4. Vendor must not charge a restocking fee for products returned withing a thirty (30) day period.

PRICE INCREASES:
All prices quoted shall be firm and fixed as bid for one year of the agreement. Pass-through price adjustments will be accepted after one year and on an annual basis thereafter provided said adjustments(s) are submitted in writing with thirty (30) calendar days' advance notice and are accompanied by written documentation of the manufacturer's price increase. Price adjustment requests shall be sent to the named buyer.

PRICE DECREASES:
If the offeror receives any cost decrease from the supplier of the goods sold to the City through a contract resulting from this request, the offeror shall notify the City within 24 hours of such decrease and pass such decreases to the City immediately.

"OR APPROVED EQUAL" CLARIFICATIONS:
Brand names are used for the purpose of describing the standard quality, performance, and characteristics required and are not intended to limit or restrict competition. Requests for approved equals, including detailed technical specifications, are to be submitted with bid by bid due date.

"Equals" or "Equivalents" to these specifications may be considered; provided bidder furnishes sufficient proof that their offer meets or exceeds the intent of these specifications. The acceptance or rejection of equals or equivalents shall be determined solely by the City of Las Cruces.

LOCAL PREFERENCE NOTICE

To receive 5% local preference, submit a current copy of the respondent's Business Registration License issued by the City of Las Cruces Community Development Department.

NEW MEXICO RESIDENT PREFERENCE NOTICE

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

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

Firms seeking this 5% preference are encouraged to apply with the New Mexico Tax and Revenue Department to receive certification as a "resident business" or "resident contractor". Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

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

NEW MEXICO RESIDENT VETERAN BUSINESS NOTICE

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

Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

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

PREFERENCE FOR RECYCLED CONTENT GOODS

Whenever specifications for supplies or materials provide bidders opportunity to offer items made with recycled content good, and, when bids are received for both recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall be deemed five percent (5%) lower than the bids actually submitted provided that the recycled materials content meets or exceeds the minimum content standards required by bid specifications. "Recycled content goods" means supplies and materials composed of a minimum of twenty-five percent (25%) of recycled materials or more as specified herein.

Performance Plus® Limited Product Warranty

Performance Plus® lubricants are high quality and high-performance lubricants made using premium high-quality base oils.

Safety-Kleen Systems, Inc. (“Safety-Kleen”) warrants that the lubricants sold by Safety-Kleen or its authorized distributors comply with Performance Plus’s written properties (specifications) for those products and meet then current specifications. Safety-Kleen will, at its sole discretion, replace the product or refund the purchase price of any Performance Plus lubricant that does not comply with this limited warranty. Additionally, Safety-Kleen will pay to repair any equipment damage proven to have been directly caused by a breach of this limited warranty; provided that the damage is determined to have been directly caused by the failure of the Performance Plus lubricants to comply with its written product performance claims, and that Performance Plus is furnished with satisfactory documentation.

Documentation consists of:

1) Written documentation showing equipment was maintained in accordance with the original equipment manufacturer’s recommendations
2) Proof that equipment was used under normal operating conditions in accordance with the manufacturer’s operating instructions and limitations, including speed, load, and temperature; and in accordance with the manufacturer’s recommendations, including compliance with product selection, monitoring and drain recommendations
3) Documentation that certifies that after-market products or other lubricants have not been added to the Performance Plus lubricants used as use of after-market products will void the product limited warranty.

Any claims for equipment repairs under this warranty must: be made in writing within thirty (30) days of the equipment failure with the facts on which the claim is based. Additionally, Safety-Kleen or its authorized representatives must be allowed to inspect the equipment, take a sample of the lubricant used, and review all equipment and maintenance records to determine the extent of the damage and to confirm that a Performance Plus lubricant directly caused any damage.

EXCEPT FOR THE WARRANTY SET FORTH HEREIN SAFETY-KLEEN MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. SAFETY-KLEEN IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.



Automotive, Heavy Duty and Industrial Lubricants



PERFORMANCE PLUS® LUBRICANTS: PERFORM

Performance Plus lubricants are built using the best base oils in the business and are formulated to protect and perform under the most severe conditions. And we have the science to prove it.

Our meticulously engineered products are put to the test every day and exceed expectations in a variety of extreme applications ranging from military combat vehicles to NASCAR tracks to some of the largest fleets in the world, including our own.

Whether it's rugged durability, maximum performance or extreme protection you're looking for, the experts are choosing Performance Plus. Now you can, too.





ANCE UNDER THE MOST EXTREME CONDITIONS.

PERFORMANCE PLUS®

PRODUCTS

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AUTOMOTIVE MOTOR OILS

AUTOMOTIVE MOTOR OILS





PRODUCT	SYNTHETIC BLEND MOTOR OILS	SYNTHETIC BLEND HIGH MILEAGE MOTOR OILS
	High-performance synthetic blend engine oils designed with superior Group II+ base oils and high-quality additives to provide better low-temperature performance and protection.	Performance-driven synthetic blend engine oils formulated to offer outstanding protection and meet the requirements of higher mileage engines (more than 75,000 miles).
SERVICE CATEGORY SPECIFICATION	• API SN/ILSAC GF-5* • API SN PLUS/ILSAC GF-5	• API SN/ILSAC GF-5* • API SN PLUS/ILSAC GF-5
AVAILABLE GRADES	5W-20 5W-30 10W-30	5W-30 10W-30
FEATURES & BENEFITS	• Formulated to provide excellent performance • Provides protection against sludge and deposits at all operating temperatures • Engineered to improve fuel economy • Prolongs engine life by reducing cold start flow • Designed to protect engines against low-speed pre-ignition (LSPI) in turbo-charged gasoline direct injection engines (TGDI) (SN PLUS)	• Optimizes performance in older vehicles or those with more than 75,000 miles • Formulated with special seal conditioning agents to reduce oil leaks • Designed to combat power and performance loss • Enhanced additives to prevent thermal breakdown • Designed to protect engines against low-speed pre-ignition (LSPI) in turbo-charged gasoline direct injection engines (TGDI) (SN PLUS)
APPROVALS/ SPECIFICATIONS MET	• Ford WSS-M2C-945-A (5W-20) • Ford WSS-M2C-946-A (5W-30) • GM 6094M	• Ford WSS-M2C-946-A (5W-30) • GM 6094M
AVAILABLE CONFIGURATIONS	• 12x1 Qt. Case • 330G Tote • 4x5 Qt. Case • Bulk • 55G Drum	• 12x1 Qt. Case • 330G Tote • 4x5 Qt. Case • Bulk (S/O) • 55G Drum

* Available while supplies last

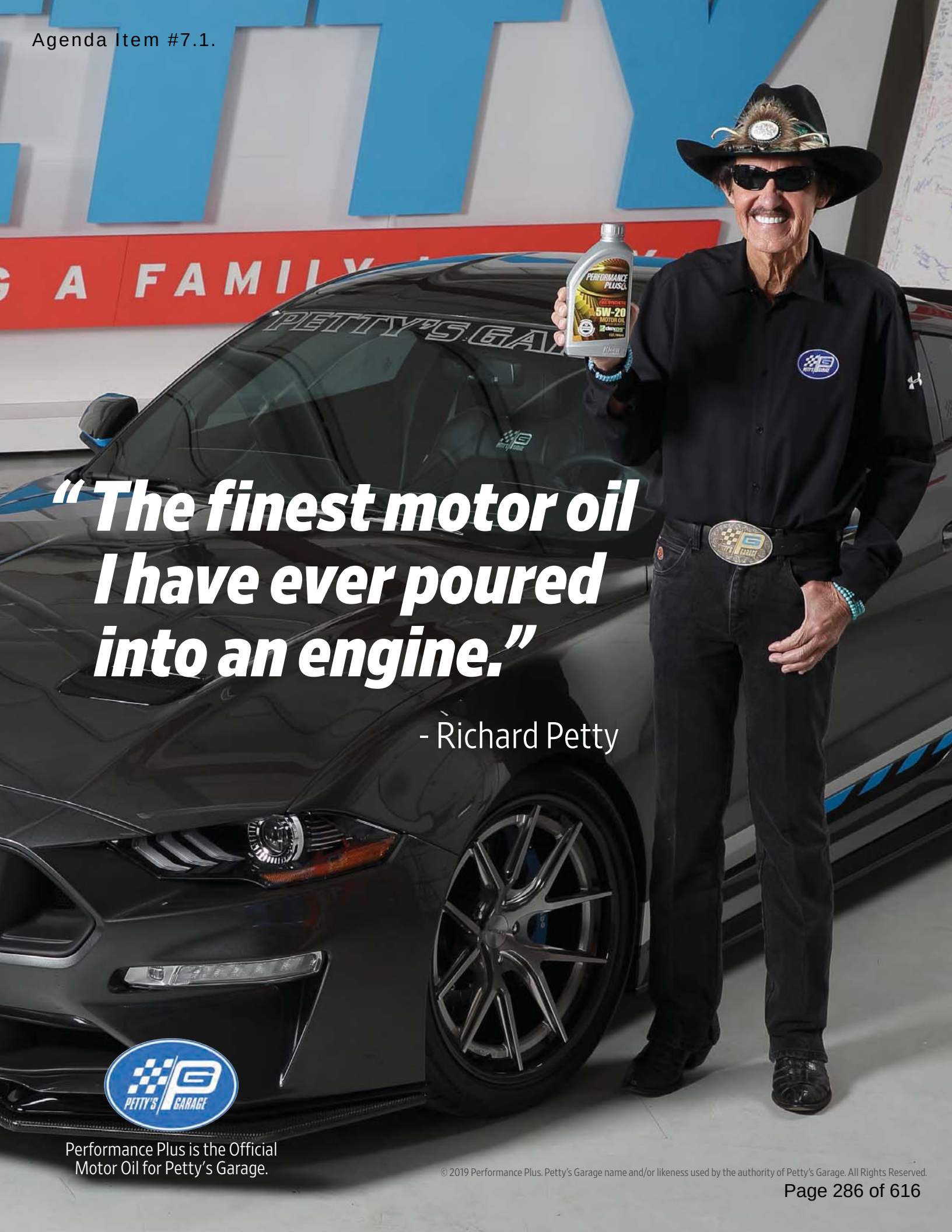
AUTOMOTIVE MOTOR OILS





PRODUCT	FULL SYNTHETIC MOTOR OILS	FULL SYNTHETIC dexos1™ Gen 2 MOTOR OILS
	Premium full synthetic engine oils formulated from a combination of advanced quality performance additives and superior base oils rendering extreme protection and performance.	Premium full synthetic engine oils engineered using cutting-edge technology to meet the latest licensing requirements for General Motors and their global engine oil specification (dexos1™ Gen 2).
SERVICE CATEGORY SPECIFICATION	• API SN/ILSAC GF-5* • API SN PLUS/ILSAC GF-5	• API SN PLUS/ILSAC GF-5
AVAILABLE GRADES	0W-20 5W-20 5W-30	0W-20 5W-30
FEATURES & BENEFITS	• Designed to preserve optimal protection and power • Increases the engine life with superior protection against wear, heat and sludge deposits • Provides for longer drain intervals and improves engine cleanliness • Helps improve fuel economy with special additives and reduces oil consumption • Designed to protect engines against low-speed pre-ignition (LSPI) in turbo-charged gasoline direct injection engines (TGDI) (SN PLUS)	• Officially licensed and certified for General Motors dexos1™ Gen 2 specifications to perform under severe operating conditions • Provides outstanding engine protection, excellent fuel economy and unsurpassed engine cleanliness • Engineered to provide maximum performance, power and protection • Designed to protect engines against low-speed pre-ignition (LSPI) in turbo-charged gasoline direct injection engines (TGDI)
APPROVALS/ SPECIFICATIONS MET	• Ford WSS-M2C-947-A (0W-20) • GM 6094M • Ford WSS-M2C-945-A (5W-20) • Ford WSS-M2C-946-A (5W-30)	• Ford WSS-M2C-947-A (0W-20) • GM 6094M • Ford WSS-M2C-946-A (5W-30) • Chrysler MS-6395
AVAILABLE CONFIGURATIONS	• 12x1 Qt. Case • 330G Tote • 4x5 Qt. Case • Bulk • 55G Drum	• 12x1 Qt. Case • 330G Tote • 4x5 Qt. Case • Bulk • 55G Drum

* Available while supplies last



"The finest motor oil I have ever poured into an engine."

- Richard Petty

PETTY'S GARAGE

Performance Plus is the Official Motor Oil for Petty's Garage.

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AUTOMOTIVE TRANSMISSION FLUIDS

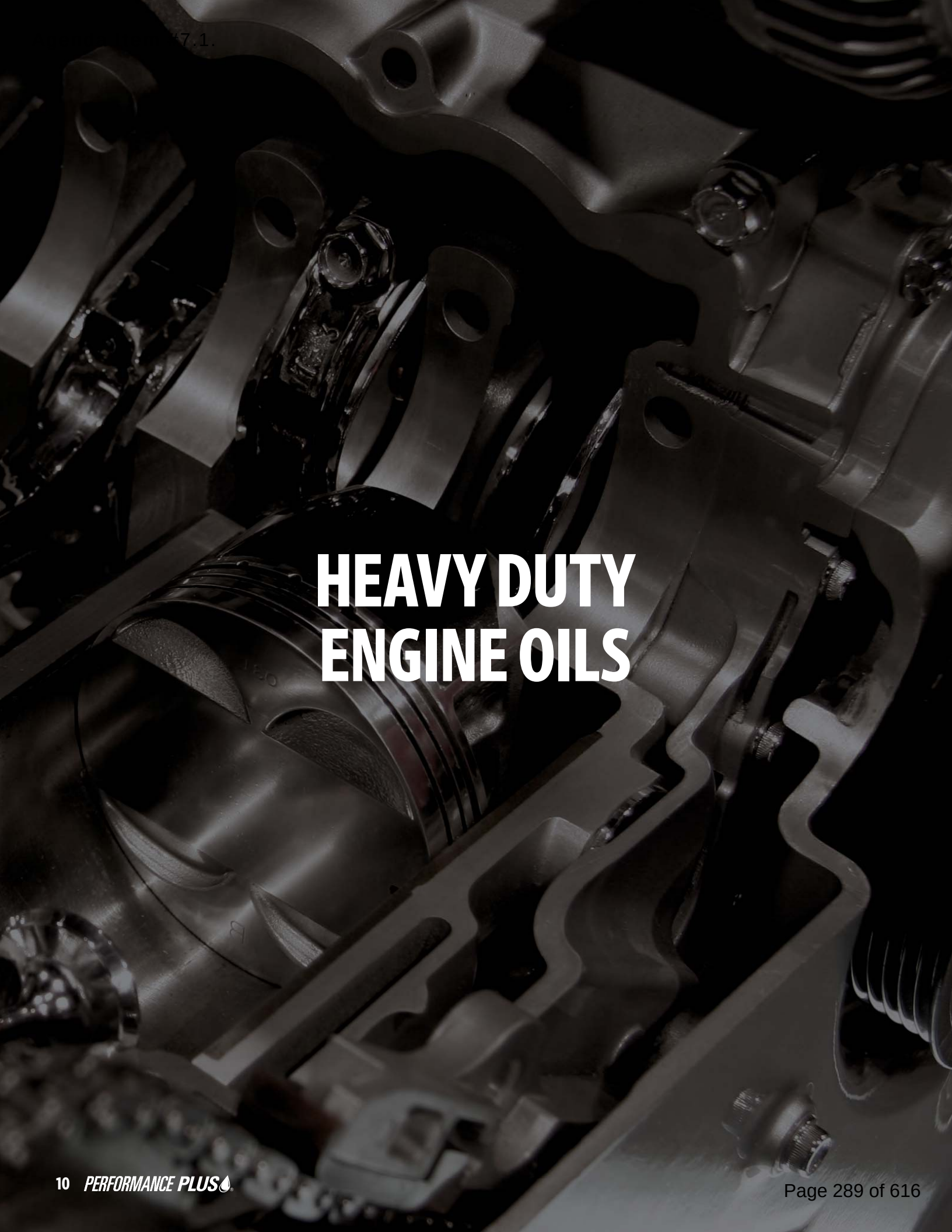
AUTOMOTIVE TRANSMISSION FLUIDS





PRODUCT	AUTOMATIC TRANSMISSION FLUID (ATF DEX III/MERCON)	FULL SYNTHETIC MULTI-VEHICLE AUTOMATIC TRANSMISSION FLUID
	Quality transmission fluid formulated to reduce wear, protect against corrosion, and last longer in vehicles with automatic and power-shift transmissions.	Premium full synthetic transmission fluid formulated with a unique combination of synthetic base stocks and advanced additives to ensure peak performance in the latest automatic transmissions.
FEATURES & BENEFITS	• Excellent frictional characteristics to provide smooth gear shifts, prevent clutch shudder, and protect clutch plates and bands • Outstanding anti-wear protection to extend the life of the transmission by reducing bushing, gear and bearing wear • Excellent oxidation and thermal stability to extend life and improve fuel economy • Provides protection at cold temperature start-ups with excellent low-temperature fluidity properties • Excellent compatibility with all common seal materials	• Outstanding oxidation and thermal stability properties to prevent the formation of sludge and deposits, improving cleanliness, and extending life • Excellent low- and high-temperature properties to protect at cold temp start-ups and maintain viscosity at higher operating temperature • Outstanding anti-wear protection to extend the life of the transmission by reducing bushing, gear and bearing wear • Excellent friction properties for smooth shifting and the avoidance of clutch shudder and slippage
APPROVALS/ SPECIFICATIONS MET	Recommended for domestic and imported transmissions that specify the following: • MERCON® • Ford ESP-M2C138-CJ • Ford ESP-M2C166-H • Ford Type A Suffix A • Caterpillar TO-2 fluids • DEXRON® III • DEXRON® IIE • DEXRON® • Allison C-3 and C-4	Recommended for domestic and imported transmissions that specify the following: • DEXRON® VI Licensed • Honda Z-1 • Honda DW-1 • Hyundai SP-IV • MERCON® LV Licensed • Nissan Matic J • Nissan Matic S • For a full list of approvals and applications, refer to Product Data Sheet
AVAILABLE CONFIGURATIONS	• 12x1 Qt. Case • 55G Drum • 330G Tote • Bulk	• 12x1 Qt. Case • 4x5 Qt. Case* • 55G Drum • 330G Tote • Bulk

* Available while supplies last



HEAVY DUTY ENGINE OILS

HEAVY DUTY ENGINE OILS



PRODUCT

HEAVY DUTY DIESEL ENGINE OILS

Heavy Duty Diesel Engine Oils specifically formulated for performance and to surpass the latest heavy duty OEM's severity requirements. It is recommended for the latest heavy duty diesel, gasoline, and propane engines including those equipped with emission control (EGR) and post treatment (DPF or DOC) systems and it is engineered to provide outstanding oxidation resistance, improved wear protection and exceptional thermal stability.

SERVICE CATEGORY SPECIFICATION

API CK-4 | ACEA E7 | ACEA E9

AVAILABLE GRADES

10W-30
15W-40 SN

FEATURES & BENEFITS

- Excellent engine protection to reduce piston deposits to provide cleanliness and fuel efficiency
- Excellent resistance to viscosity and thermal breakdown at high operating temperatures
- Outstanding soot control for protection against abrasive wear and soot-induced oil thickening
- Reduced valve train wear to optimize engine output
- Drain intervals can be extended as a result of reduced oxidative thickening
- Protects against rust and bearing corrosion and the formation of sludge and varnish

APPROVALS/ SPECIFICATIONS MET

Recommended for heavy duty diesel engines that specify the following:

- MACK EO-0 Premium Plus
- MACK EO-N
- MACK EOS-4.5
- Mercedes-Benz 228.31
- Detroit Diesel DFS 93K222
- Detroit Diesel DFS 93K218
- Ford WSS-M2C171-F1
- Renault RLD-4
- MTU Category 2.1
- Cummins CES20081
- Cummins CES20086
- Caterpillar ECF-3
- Caterpillar ECF-2
- Volvo VDS-3
- Volvo VDS-4
- Volvo VDS-4.5
- Renault RLD-3

APPLICATIONS

Recommended for use in heavy duty diesel engines as well as light trucks and passenger cars with diesel engines that specify a CK-4, CJ-4 or earlier service categories. Vehicles include:

- Over-the-road fleets with EGR and DPF engines
- Municipal service and school district bus fleets
- Automobiles, light and medium duty diesel trucks
- Construction and farm equipment such as tractors, bulldozers, front-end loaders and excavators
- Logging equipment such as skidders, feller bunchers, harvesters and loaders

AVAILABLE CONFIGURATIONS

- 12x1 Qt. Case
- 4x1G Case
- 5G Pail
- 55G Drum
- 330G Tote
- Bulk

HEAVY DUTY ENGINE OILS



PRODUCT

FULL SYNTHETIC HEAVY DUTY DIESEL ENGINE OIL

Full Synthetic Heavy Duty Diesel Engine Oil engineered to provide outstanding high- and low-temperature protection, superior wear protection and cleanliness, and enhanced friction reduction. Formulated using synthetic base oils; it is recommended for the latest heavy duty diesel, gasoline, and propane engines as it delivers improved fuel economy, extended drain intervals, superior wear protection, oxidation and deposit control.

SERVICE CATEGORY SPECIFICATION

API CK-4/SN | ACEA E2 | ACEA E4 | ACEA E7 | ACEA E9

AVAILABLE GRADES

5W-40

FEATURES & BENEFITS

- Excellent engine protection to reduce piston deposits to provide cleanliness and maintain engine power and fuel efficiency
- Drain intervals can be extended as a result of reduced oxidative thickening
- Protects against rust and bearing corrosion and the formation of sludge and varnish
- Reduced valve train wear helps to optimize engine output
- Outstanding soot control for protection against abrasive wear and soot-induced oil thickening

APPROVALS/ SPECIFICATIONS MET

Recommended for heavy duty diesel engines that specify the following:

- Allison C-4
- CID A-A-52306
- Caterpillar ECF-1a
- Caterpillar ECF-2
- Caterpillar ECF-3
- Chrysler/Fiat MS-10902
- Ford WSS-M2C171-E
- Ford WSS-M2C171-F1
- Global DHD-1
- JASO DH-2
- MTU Category 2.1
- MTU Category Type I
- MTU Category Type II
- MAN 270
- MAN 3275
- MAN 3575
- MIL-PRF-2104G
- Renault RLD-4
- Cummins CES20076
- Cummins CES20077
- Cummins CES20081
- Cummins CES20086
- Detroit Diesel DFS 93K214
- Detroit Diesel DFS 93K215
- Detroit Diesel DFS 93K218
- Detroit Diesel DFS 93K222
- Mercedes-Benz 228.3
- Mercedes-Benz 228.31
- MACK EO-0 Premium Plus
- MACK EO-M Plus
- MACK EO-N Premium Plus 03
- MACK EOS-4.5
- Volvo VDS-2
- Volvo VDS-3
- Volvo VDS-4
- Volvo VDS-4.5

APPLICATIONS

Recommended for use in heavy duty diesel, light trucks, and passenger cars with diesel engines that specify a CK-4, CJ-4, or earlier service categories. Vehicles includes:

- Over-the-road fleets with EGR and DPF engines
- Automobiles, light and medium duty diesel trucks
- Municipal service and school district bus fleets
- Stationary engines powering pumps, generators and drilling rigs
- Logging equipment such as skidders, feller bunchers, harvesters and loaders
- Construction and farm equipment such as tractors, bulldozers, front-end loaders and excavators

AVAILABLE CONFIGURATIONS

- 4x1G Case
- 5G Pail
- 55G Drum
- 330G Tote
- Bulk

HEAVY DUTY ENGINE OILS



PRODUCT

NATURAL GAS ENGINE OIL

Performance Plus Natural Gas Engine Oil is recommended for use in natural gas engines and is specifically engineered to provide reliable protection for trucks and buses using Compressed Natural Gas (CNG) or Liquefied Natural Gas (LNG). It is formulated to provide excellent oxidation and thermal stability to perform under the most severe operating conditions.

SERVICE CATEGORY SPECIFICATION

Not Applicable

AVAILABLE GRADES

15W-40

FEATURES & BENEFITS

- Alternative fuel delivers great performance for medium and heavy duty vehicles using Compressed Natural Gas (CNG) or Liquefied Natural Gas (LNG)
- Formulated with high VI base oils and a low ash additive package to provide long service life in CNG and LNG engines operating under high-temperature and stressful conditions
- Excellent anti-wear characteristics to prevent wear and scuffing of liners and pistons
- Provides excellent protection at low start-up conditions as well as protection at high operating temperatures
- Superior thermal stability and oxidation resistance provide extended service life for both the engine and the oil

APPROVALS/ SPECIFICATIONS MET

Recommended for natural gas engines that specify the following:

- Cummins CES 20074
- Cummins B5.9G
- Cummins C8.3G
- Cummins ISL G (8.9L)
- Cummins ISX12 G
- Cummins ISX15 G
- Detroit Diesel Series 50G
- Detroit Diesel Series 60G
- Navistar LNG Maxxforce® DT 7.6L
- Navistar LNG Maxxforce® 13L
- Mercedes-Benz 226.9
- Volvo CNG
- Mack CNG
- Renault RGD
- Isuzu CNG
- Hino CNG
- Hyundai CNG

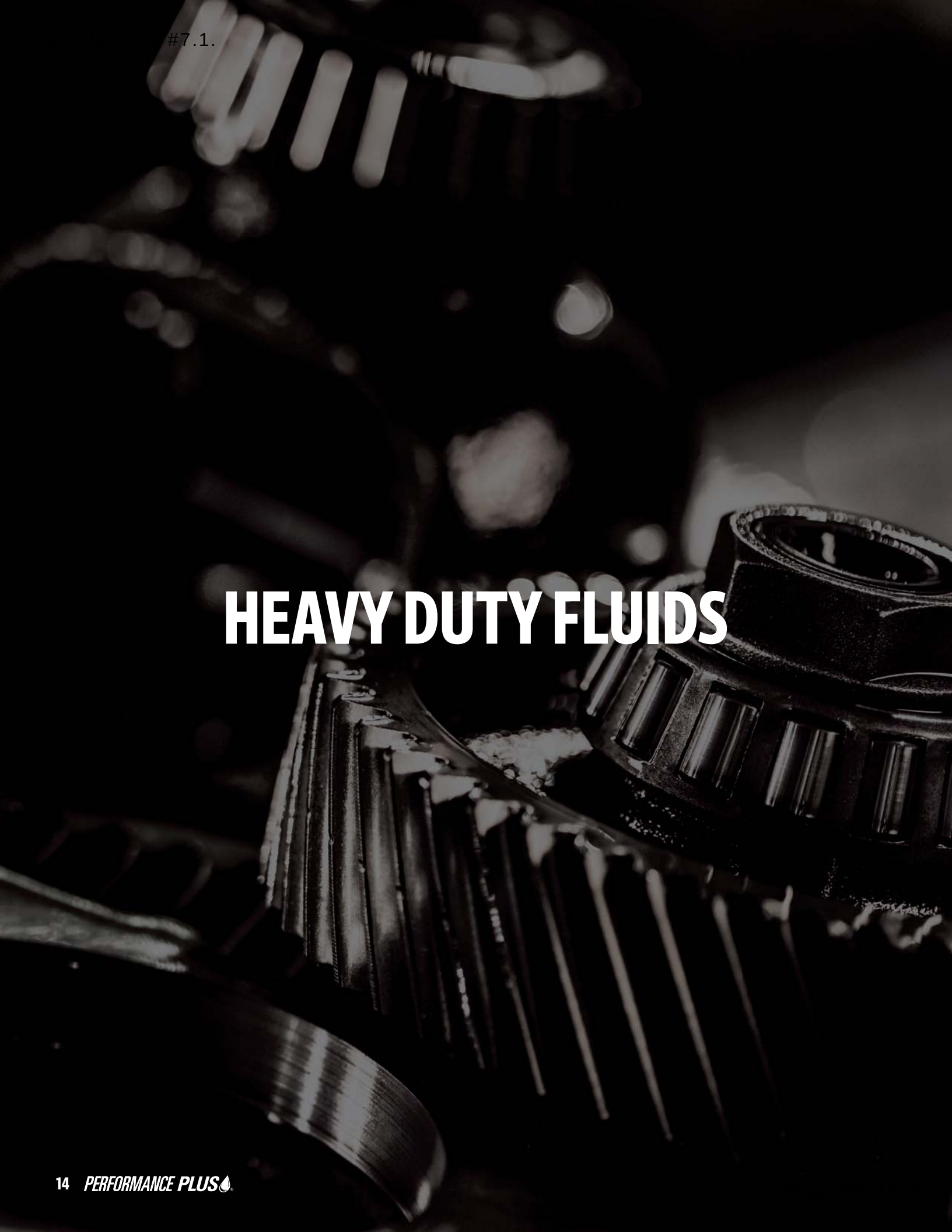
APPLICATIONS

Recommended for use in various types of vehicles using CNG or LNG engines as an alternate fuel and includes:

- Over-the-road fleets
- Delivery fleets
- Municipal transit fleets
- Cement and waste truck fleets
- Light duty pickup trucks
- Also recommended for use in various types of stationary equipment used to power gas compressors, standby electric generators and fire, water and irrigation pumps powered by CNG or LNG engines

AVAILABLE CONFIGURATIONS

- 55G Drum
- 330G Tote
- Bulk (S/O)



HEAVY DUTY FLUIDS

HEAVY DUTY TRANSMISSION FLUIDS





PRODUCT	FULL SYNTHETIC (TES-295® & TES-389®) TRANSMISSION FLUID	FULL SYNTHETIC HEAVY DUTY 50W TRANSMISSION FLUID
	A fully synthetic fluid formulated to protect transmissions against corrosion, oxidation and deposits delivering smooth shifting and preventing wear. It not only exceeds the demanding requirements of the latest heavy duty automatic transmissions, it is also suitable for applications where comparable Allison TES-295® and TES-389® performance capability is specified. Providing outstanding power transfer and gear shifting performance, it is made to protect against thermal breakdown at high and sub-zero temperatures, offer excellent shear stability and provide outstanding performance in severe operating conditions.	Full Synthetic Heavy Duty 50W Transmission Fluid is made using premium synthetic base oils and is designed to provide excellent protection, extend drain intervals, and provide outstanding performance under severe operating conditions for manual transmissions. It meets or exceeds the highest industry specifications and is recommended for light to severe duty on- and off-highway equipment operating year-round where non-EP gear oils are specified.
SERVICE CATEGORY SPECIFICATION	Allison TES-295® and TES-389® (Suitable for use.)	MT-1
AVAILABLE GRADES	Not Applicable	SAE 50W
FEATURES & BENEFITS	• Superior friction traits to ensure smooth shifting, efficient power transfer and reduced shudder • Excellent protection against the formation of lacquers, sludge and other harmful deposits • Exceptional shear stability to ensure stay in-grade viscosity under harsh driving conditions and high operating temperatures • Extended drain intervals to reduce downtime • Excellent thermal and oxidation stability to ensure transmission cleanliness to extend life and performance under severe conditions	• High VI, low pour point provides low-temperature fluidity for year-round protection in all types of climates through a wide temperature range • Extended drain capabilities to reduce downtime • Excellent thermal and oxidation stability to ensure transmission cleanliness to extend life and performance under severe conditions • Formulated to improve fuel economy as a result of the low friction and drag • Excellent corrosion control to protect against gear wear and corrosion of copper containing components
APPROVALS/ SPECIFICATIONS MET	• Allison 295® and 389® (Suitable for use.) • MAN 339 Type V2 • MAN Type Z1, Z2, V1 • Voith 55.6335 (G607), G1363 • Volvo 97340, 97341, 97342 • ZF TE-ML 03D, 04D, 05L, 09, 11B, 14A, 14B, 16L, 17C	• Eaton Roadranger PS-164 Rev. 7 • Mack TO-A Plus • International TMS-6816 • ZF FreedomLine (ZF-AS Tronic) • Meritor O-81 • Volvo 97305
APPLICATIONS	Suitable for applications where Allison TES-295® and TES-389® oils are recommended in the following: • Commercial vehicles and trucks • Emergency vehicles • On- and off-road highway vehicles • Municipal fleets, vans and school buses • Refuse (garbage) vehicles • Recreational vehicles/motor homes • Tour coaches	Suitable for applications that specify an API MT-1 fluid for extended drain intervals in the following: • Construction equipment including bulldozers, front-end loaders and excavators • Various types of forestry equipment including skidders, harvesters and loaders • Mining industry equipment • On-highway heavy duty trucks and buses
AVAILABLE CONFIGURATIONS	• 4x1G Case • 5G Pail • 55G Drum • 330G Tote (S/O)	• 5G Pail • 16G Keg • 330G Tote (S/O)

HEAVY DUTY FLUIDS



PRODUCT

HEAVY DUTY TO-4 FLUIDS

Performance Plus Heavy Duty TO-4 Fluids are premium quality transmission, final drive and hydraulic oils designed to deliver higher frictional characteristics as they are formulated to meet the specific frictional characteristics of Caterpillar and Allison Powershift Transmissions. These fluids extend equipment life, minimize downtime and optimize operation performance due to their advanced protection additives and characteristics which minimize wear and perform under severe operating conditions of high-temperature and heavy load.

SERVICE CATEGORY SPECIFICATION

Caterpillar TO-4

AVAILABLE GRADES

SAE 10W
SAE 30W
SAE 50W

FEATURES & BENEFITS

- Provides excellent shear stability to stay in grade providing long-term protection against equipment wear even during periods of high torque operation
- Superior frictional characteristics eliminate excessive brake noise, vibration and clutch slippage
- Excellent oxidative and thermal stability prevents the formation of varnish, deposits and sludge for clean operation and extended equipment life
- Provides anti-wear protection as well as protection against corrosion of copper and copper alloy parts
- Gear scuffing and scoring is prevented through the use of extreme pressure additives

APPROVALS/ SPECIFICATIONS MET

- Caterpillar TO-2 and TO-4
- Allison C-3 and C-4
- MIL-PRF-2104G

APPLICATIONS

Suitable for applications where Caterpillar TO-2 and TO-4 or Allison C-3 or C-4 fluids are recommended in the following types of vehicles/equipment:

- Construction equipment including bulldozers, front-end loaders and excavators
- Off-road fork trucks
- Railway and mining equipment
- Road graders
- Cranes

AVAILABLE CONFIGURATIONS

- 5G Pail
- 55G Drum
- 330G Tote (S/O)





GEAR OILS

GEAR OILS





PRODUCT	CONVENTIONAL GEAR OILS	FULL SYNTHETIC GEAR OILS
	High-performance gear oils designed with superior Group II+ base oils and high-quality additives to provide performance under severe operating and high pressure conditions.	High-performance full synthetic gear oils formulated for all differentials including those equipped with slip or lock-up mechanisms using superior base oils and high-quality additives to provide performance under severe operating and extreme pressure conditions.
SERVICE CATEGORY SPECIFICATION	API GL-5/MT-1	API GL-5/MT-1
AVAILABLE GRADES	80W-90 85W-140	75W-90 75W-140
FEATURES & BENEFITS	• Excellent thermal stability and high-temperature oxidation to extend gear and bearing life • Formulated to minimize gear friction, reduce corrosion and prevent the formation of sludge • Effective low-temperature lubrication to reduce wear at cold temperature start-ups • Resists deposit formation to protect seals and prevent subsequent lubricant loss • Good resistance to foaming which maintains film strength for effective continuous lubrication	• High VI, low pour point provides low-temperature fluidity for year-round protection in all types of climates through a wide temperature range • Extended drain capabilities to reduce downtime • Excellent thermal and oxidation stability to ensure transmission cleanliness to extend life and performance under severe duty • Fuel economy is improved as a result of the low friction and drag provided by the formulation • Excellent corrosion control to protect against gear wear and corrosion of components containing copper
APPROVALS/ SPECIFICATIONS MET	Meets the performance levels of the following: • Suitable for gearboxes specifying US Steel 224 • Mack Truck GO-G, GO-H, GO-J approved (80W-90) • SAE J2360 approved (80W-90) • Arvin Meritor 076-A • Arvin Meritor 076-D • Ford WSP-M2C197-A	Meets the performance levels of the following: • MIL Spec. MIL-PRF-2105D and PRF 2105E • Mack Truck GO-G, GO-H, GO-J, GO-J Plus • Dana Corporation SHAE-256 Rev. C (75W-90) • Arvin Meritor - O-76E (75W-90) • Ford WSL-M2C192-A (75W-140)
APPLICATIONS	Suitable for the following applications where heavy duty GL-5 gear oils are recommended: • Construction equipment such as bulldozers, excavators and front end loaders • Various types of forestry and mining equipment • For use in automotive and truck manual transmissions differentials, final drives and gearboxes • Off-road construction and agricultural equipment	Suitable for the following applications where heavy duty GL-5 gear oils are recommended: • Off-road construction and agricultural equipment • Construction equipment such as bulldozers, excavators and front-end loaders • Applications where a limited slip gear oil is specified for synchromesh drive trains • Automotive and truck manual transmission differentials • Various types of forestry and mining equipment
AVAILABLE CONFIGURATIONS	• 5G Pail • 55G Drum • 330G Tote	• 5G Pail • 16G Keg • 330G Tote (S/O)

HYDRAULIC FLUIDS

HYDRAULIC FLUIDS





PRODUCT	ANTI-WEAR EXTENDED HYDRAULIC FLUIDS	ZINC FREE ANTI-WEAR HYDRAULIC FLUID
	Formulated to exceed the performance requirements for an expanded range of hydraulic components. These fluids are intended for industrial applications where anti-wear lubricants specifically designed for systems subjected to high-pressure, high-temperature operating environments are required. The Performance Plus AW EX Series includes premium fluids capable of over 5,500 hours of service and surpass the needs of various manufacturers.	Engineered using a zinc free formula, with premium base oil to provide excellent protection in mobile and stationary industrial applications. Containing ashless additives designed to protect against wear, provide exceptional water separability, oxidation stability, and prevent rust and corrosion. The fluids are recommended for use in severe, high-pressure applications.
AVAILABLE GRADES	AW EX 32 | AW EX 46 | AW EX 68	AW 46
FEATURES & BENEFITS	• Excellent oxidation and thermal stability to resist breakdown at high operating temperatures, improve cleanliness, and reduce deposits extending oil and filter life • Exceptional anti-wear and corrosion properties extending equipment life which reduces maintenance and mechanical failures • Addition of demulsifiers protects the system from water which may be present in the system • Excellent oxidation hours contribute to longer oil life extending the drain intervals while reducing the costs to change out the system	• Formulated with ashless chemistry for use where water course or aquifer sensitivity exists • Superior wear protection to deliver maximized equipment life and reduced maintenance costs • Excellent oxidation stability to extend the oil drain interval resulting in reduced disposal costs and improved efficiency • Good sludge and particulate control for improved filterability resulting in less downtime • Provides improved protection of critical components with tight tolerances such as servo-valves and pumps
APPROVALS/ SPECIFICATIONS MET	• Fives P-68, P-69, P-70 • Parker Hannifin HF-0, HF-1, HF-2 • Ford M6C32, Chrysler, General Motors LS2 • DIN 51524 Part 1 and 2 • ASTM D6158 • ISO 11158 • Eaton/Vickers 35VQ25A, M-2950-S, I-286-S	• Parker Hannifin HF-0, HF-1, HF-2 • DIN 51524-2 • Fives P-68, P-69, P-70 • ISO 11158 HM • ASTM D6158 • ISO 20763 vane pump test • Eaton/Vickers 35VQ25 pump test
APPLICATIONS	Suitable for use in high speed, high pressure vane, gear and piston pumps where the approvals above are recommended or required.	Suitable for use in industrial and mobile hydraulic systems where metal concentrations are a concern and where the approvals above are recommended.
AVAILABLE CONFIGURATIONS	• 5G Pail • 55G Drum • 330G Tote • Bulk	• 5G Pail • 55G Drum • 330G Tote (S/O) • Bulk (S/O)



PRODUCT	**UNIVERSAL TRACTOR FLUID** High-performance premium transmission/differential/ hydraulic fluid with superior anti-wear properties recommended for use in transmissions (powershift, hydrostatic or manual), differentials, final drives, wet brakes/clutches, power steering, PTO drives commonly used in farm and construction equipment, off-highway vehicles and industrial tractors.
AVAILABLE GRADES	Not Applicable
FEATURES & BENEFITS	• Superior protection against scuffing and wear on metal surfaces to extend equipment life • Reduces costs when used in systems that use a common oil reservoir to operate power-steering units, brakes and transmissions • Seal and o-ring compatibility to reduce oil leakage • Exceptional frictional characteristics to reduce brake chatter and transmission slippage which provides for smooth equipment operation and noise reduction • Protects against rust and corrosion during periods of high humidity as well as when the equipment is being stored
APPROVALS/ SPECIFICATIONS MET	• Power shift transmissions specifying Caterpillar TO-2 • Where Allison C-3 and C-4 oils are specified • John-Deere J20A and J20C • Kubota B6 (UDT) • Eaton/Vickers 35VQ25 • Ford/New Holland: M2C41B, M2C48B, M2C48C, M2C86C, M2C134D • For a full list of approvals and applications, refer to Product Data Sheet
APPLICATIONS	For use as a multi-functional hydraulic fluid in many types of tractors and other equipment where the approvals above are recommended.
AVAILABLE CONFIGURATIONS	• 5G Pail • 55G Drum • 330G Tote • Bulk



GREASES

GREASES





PRODUCT	ALL-PURPOSE LITHIUM GREASE	HI-TEMP LITHIUM GREASE
	All-Purpose Lithium is a premium grease ideal for use in light duty industrial and commercial applications due to its ability to provide water-resistant rust protection and its general lubrication benefits.	Hi-Temp Lithium Grease offers extreme pressure protection while meeting the industry standards for heavy duty lubrication of over-the-road trucks, light duty off-highway equipment and commercial applications. It is designed to protect equipment subject to shock loads and plenty of wear and tear as they log thousands of miles across the country.
GRADE & SPECIFICATION	NLGI 2 LB	NLGI 2 GC-LB
FEATURES & BENEFITS	• Excellent performance and pumpability in cold temperatures • Provides excellent rust and corrosion protection • Resists water washout and run out	• Engineered for high temp performance with a dropping point of 500˚F • Excellent performance and pumpability in cold temperatures • Superior surface adhesion resists water washout • Fortified with extreme pressure additives
APPLICATIONS	Ideal for use in applications calling for a lithium grease with good corrosion protection, water resistance, oxidative stability and wear protection: • Light Duty Automotive • Mining and quarries • Industrial applications	Ideal for use in heavy duty over-the-road equipment and light duty off-highway applications. • Heavy duty on- and off-road construction • Mining and Quarries • Heavy-duty chassis lubrication, ball joints, and universal joints, ball and roller bearings, disc and drum wheel bearings and fifth wheels • Steel Mills
AVAILABLE CONFIGURATIONS	• 10x14 oz Case • 35lb Pails • 120lb Kegs • 400lb Drums	• 10x14 oz Case • 35lb Pails • 120lb Kegs • 400lb Drums

GREASES





PRODUCT	MOLY SUPREME WITH 5% MOLY GREASE	CONSTRUCTION RED GREASE
	Moly Supreme with 5% Moly Grease meets or exceeds requirements for construction equipment requiring 5% moly. It provides extreme pressure protection as well as a tenacious lubricating film for moving parts and is ideal for use in a variety of construction, mining, quarries and severe duty industrial applications where film strength, operating temperatures, stability and lubricant life are important.	Construction Red Grease is engineered for extended use in many agricultural, construction, mining, quarries and industrial applications. It provides extreme pressure protection against spalling and wear, as well as excellent protection against rust and corrosion. It is ideal for heavy duty applications and meets the latest equipment requirements.
GRADE & SPECIFICATION	NLGI 2 LB	NLGI 2 GC-LB
FEATURES & BENEFITS	• Engineered for high temp performance with a dropping point of >500˚F • Superior tackiness keeps grease in application longer and resists run out/wash out • Extreme pressure additives withstand heavy and shock loading applications • Excellent protection against abrasive and adhesive wear, as well as rust and corrosion • Meets Caterpillar requirements for 5% Moly grease	• Engineered for high temp performance with a dropping point of >500˚F • Extreme pressure additives withstand heavy and shock-loading applications • Excellent protection against abrasive and adhesive wear, rust and corrosion • Superior tackiness keeps grease in application longer and resists run out/wash out
APPLICATIONS	Ideal for use in a variety of on- and off-road equipment across a wide variety of applications: • Heavy duty on- and off-road construction and trucking • Mining and quarries • Forestry and agriculture • Automotive ball and roller anti-friction bearings, wheel bearings, ball joints, universal joints, water pumps, fifth wheels and conventional sleeve bearings • Steel Mills	Ideal for use in a variety of on- and off-road equipment across a wide variety of applications: • Heavy duty on- and off-road construction • Mining and quarries • Forestry and agriculture • Automotive ball joints, universal joints, water pumps, fifth wheels, conventional sleeve bearings, ball and roller anti-friction bearings and wheel bearings • Steel Mills
AVAILABLE CONFIGURATIONS	• 10x14 oz Case • 35lb Pails • 120lb Kegs • 400lb Drums	• 10x14 oz Case • 35lb Pails • 120lb Kegs • 400lb Drums



PRODUCT

ULTRA CALCIUM SULFONATE WITH 5% MOLY GREASE

Ultra Calcium Sulfonate with 5% Moly Grease is engineered with calcium sulfonate thickener and fortified with 5% moly to provide premium protection to meet or exceed the latest OEM requirements for construction equipment. It is ideal for use in a variety of extended and extreme service applications. It provides: excellent anti-wear and extreme pressure properties; rust and corrosion protection; exceptional water washout resistance, as well as oxidation and shear stability for long life.

GRADE & SPECIFICATION

NLGI 2
LB

FEATURES & BENEFITS

- Superior extreme pressure performance exceeding 800 kg in the 4-Ball weld test
- Engineered for high-temperature performance with a dropping point of >580˚F
- Excellent performance in extremely hot, wet, and/or heavily loaded applications
- Superior protection against rust and corrosion

APPLICATIONS

Ideal for use in a variety of extreme duty on- and off-road equipment across a wide variety of applications:

- Heavy duty on- and off-road construction and trucking
- Mining and quarries
- Forestry and agriculture
- Automotive disc and drum brake bearings, chassis ball joints and universal joints
- Steel Mills
- Paper Mills
- Marine

AVAILABLE CONFIGURATIONS

- 10x14 oz Case
- 35lb Pails
- 120lb Kegs
- 400lb Drums



ANTIFREEZE/COOLANTS

ANTIFREEZE/COOLANTS





PRODUCT	LD/HD EXTENDED SERVICE INTERVAL HOAT High-performance 50/50 pre-diluted antifreeze/coolant for domestic and foreign cars, light duty trucks, and heavy duty diesel applications requiring a hybrid organic acid technology (HOAT) type antifreeze/coolant.	LD EXTENDED LIFE NAPS FREE OAT High-performance 50/50 pre-diluted antifreeze/coolant for cars and light duty trucks requiring an organic acid technology (OAT) type antifreeze/coolant.
COLOR & SPECIFICATIONS	Yellow ASTM D3306 | ASTM D6210 | TMC RP 329	Yellow ASTM D3306
FEATURES & BENEFITS	• Fully formulated for heavy duty diesel applications and does not require the addition of SCA at initial fill. Contains industry-recommended concentration of nitrite to protect cylinder liners from cavitation corrosion (liner pitting) • Prevents corrosion of aluminum, brass, cast iron, copper, solder and steel • Provides excellent high-temperature aluminum protection • Compatible with elastomers, gaskets, and other non-metallics • Low silicate, amine and phosphate free • Blended using de-ionized water • Compatible with other conventional/inorganic additive technology (IAT), hybrid organic acid technology (HOAT), and SCAs (liquid and/or filters) • Contains a bittering agent	• Universal top off and service coolant - Compatible with other conventional/inorganic additive technology (IAT), hybrid organic acid technology (HOAT), and organic acid technology (OAT) antifreeze/coolant • NAPS free (does not contain Nitrite, Amine, Phosphate and Silicate) nor does it contain 2-EH (2-ethylhexanoic acid) • Prevents corrosion of aluminum, brass, cast iron, copper, solder and steel • Compatible with controlled atmosphere brazed (CAB) aluminum radiators • Provides excellent high-temperature aluminum protection • Compatible with elastomers, gaskets, and other non-metallics • Blended using de-ionized water • Contains a bittering agent
APPLICATIONS & SERVICE INTERVALS	Recommended for cars/light duty trucks (3 years/60K miles) and heavy duty diesels (60K miles or 3 years/300K miles) with ongoing monitoring using nitrite test strips and Supplemental Coolant Additive (SCA).	Recommended for cars and light duty trucks - (5 years/150K miles).
AVAILABLE CONFIGURATIONS	• 55G Drums • Bulk	• 55G Drums • Bulk

ANTIFREEZE/COOLANTS





PRODUCT	HD EXTENDED LIFE NAPS FREE OAT	HD EXTENDED LIFE NMOAT
	High-performance 50/50 pre-diluted antifreeze/coolant for heavy duty diesel applications requiring a nitrite, amine, phosphate or silicate free (NAPS) free organic acid technology (OAT) type antifreeze/coolant.	High-performance 50/50 pre-diluted antifreeze/coolant for heavy duty diesel applications requiring a nitrite/ molybdate fortified organic acid technology (OAT) type antifreeze/coolant.
COLOR & SPECIFICATIONS	Red ASTM D6210	Red ASTM D6210 | TMC RP 329
FEATURES & BENEFITS	• Universal top-off and service coolant compatible with other conventional/inorganic additive technology (IAT), hybrid organic acid technology (HOAT), and organic acid technology (OAT) antifreeze/coolant • NAPS free (does not contain Nitrite, Amine, Phosphate and Silicate) nor does it contain 2-EH (2-ethylhexanoic acid) • Prevents corrosion of aluminum, brass, cast iron, copper, solder and steel • Compatible with controlled atmosphere brazed (CAB) aluminum radiators • Provides excellent high-temperature aluminum protection • Compatible with elastomers, gaskets, and other non-metallics • Blended using de-ionized water • Contains a bittering agent	• Formulated for heavy duty diesel applications and does not require the addition of SCA at initial fill. Contains industry recommended concentration of nitrite and molybdate to protect cylinder liners from cavitation corrosion • Prevents corrosion of aluminum, brass, cast iron, copper, solder and steel • Provides excellent high-temperature aluminum protection • NAPS free-Does not contain Nitrite, Amine, Phosphate and Silicate • Compatible with other similarly formulated heavy duty diesel OAT coolants • Compatible with elastomers, gaskets, and other non-metallics • Blended using de-ionized water • Contains a bittering agent
APPLICATIONS & SERVICE INTERVALS	Recommended for heavy duty diesel applications for 6 years/600K miles without the need for SCA or an extender.	Recommended for heavy duty diesel applications for 3 years/300K miles or 6 years/600K miles with the addition of an extender.
AVAILABLE CONFIGURATIONS	• 55G Drums • Bulk	• Available as special order (minimum order required) • 55G Drums • Bulk

ANTIFREEZE/COOLANTS





PRODUCT	LD EXTENDED LIFE 2-EH OAT	LD/HD CONVENTIONAL
	High-performance 50/50 pre-diluted antifreeze/coolant for newer cars and light duty trucks requiring a 2-ethylyhexonoic acid (2-EH) based organic acid technology (OAT) type antifreeze/coolant.	High-performance 50/50 pre-diluted antifreeze/coolant for older (pre-1995) domestic and foreign cars, light duty trucks and heavy duty diesel applications.
COLOR & SPECIFICATIONS	Orange ASTM D3306	Green ASTM D3306 | ASTM D6210 | CI-A-A-5264A | TMC RP 329
FEATURES & BENEFITS	• Compatible with other 2-EH based coolants • Prevents corrosion of aluminum, brass, cast iron, copper, solder and steel • NAPS Free: Does not contain Nitrite, Amine, Phosphate and Silicate • Compatible with controlled atmosphere brazed (CAB) aluminum radiators • Provides excellent high-temperature aluminum protection • Compatible with elastomers, gaskets, and other non-metallics • Blended using de-ionized water • Contains a bittering agent	• Fully formulated for heavy duty diesel applications and does not require the addition of SCA at initial fill. Contains industry recommended concentration of nitrite to protect cylinder liners from cavitation corrosion (liner pitting) • Prevents corrosion of aluminum, brass, cast iron, copper, solder and steel • Compatible with elastomers, gaskets, and other non-metallics • Low silicate, amine and phosphate free • Compatible with other conventional/inorganic additive technology (IAT) and SCAs (liquid and/or filters) • Blended using de-ionized water • Contains a bittering agent
APPLICATIONS & SERVICE INTERVALS	Recommended for cars and light duty trucks for 5 years/150K miles.	Recommended for cars/light duty trucks (2 years/40K miles) and heavy duty diesels (30K miles or 2 years/200K miles) with ongoing monitoring using nitrite test strips and Supplemental Coolant Additive (SCA).
AVAILABLE CONFIGURATIONS	• Available as special order (minimum order required) • 55G Drums • Bulk	• Available as special order (minimum order required) • 55G Drums • Bulk

PERFORMANCE PLUS® LUBRICANTS: PERFORMANCE UNDER THE MOST EXTREME CONDITIONS.

PERFORMANCE PLUS PCEO (PASSENGER CAR ENGINE OILS)	12X1 QT. CASES	4X5 QT. CASES	DRUMS	TOTES	BULK
PRODUCT DESCRIPTION	PART NO.	PART NO.	PART NO.	PART NO.	PART NO.
5W-20 Synthetic Blend SN/GF-5*	3101907	3101909	3101911	3102143	3101937
5W-30 Synthetic Blend SN/GF-5*	3101915	3101917	3101919	3102108	3101936
10W-30 Synthetic Blend SN/GF-5*	3101905	3101903	3101901	3102157	3101935
5W-30 Synthetic Blend High Mileage SN/GF-5*	3102177	3102317	3102289	N/A	N/A
10W-30 Synthetic Blend High Mileage SN /GF-5*	3102319	3102321	3102291	N/A	N/A
0W-20 Full Synthetic SN/GF-5*	3102336	3102337	3101462	3102329	3101163
5W-20 Full Synthetic SN/GF-5*	3101140	3101142	3101144	3102332	3101160
5W-30 Full Synthetic SN/GF-5*	3102055	3102053	3101463	3102335	3101161
5W-20 Synthetic Blend SN PLUS Resource Conserving/GF-5	3102842	3102844	3102761	3102763	3102807
5W-30 Synthetic Blend SN PLUS Resource Conserving/GF-5	3102848	3102850	3102767	3102769	3102811
10W-30 Synthetic Blend SN PLUS Resource Conserving/GF-5	3102838	3102840	3102759	3102760	3102801
5W-30 Synthetic Blend High Mileage SN PLUS Resource Conserving/GF-5	3102845	3102846	3102764	3102766	S/O
10W-30 Synthetic Blend High Mileage SN PLUS Resource Conserving/GF-5	3102835	3102836	3102756	3102758	S/O
0W-20 Full Synthetic SN PLUS Resource Conserving/GF-5	3102814	3102816	3102732	3102737	3102799
5W-20 Full Synthetic SN PLUS Resource Conserving/GF-5	3102822	3102824	3102744	3102746	3102805
5W-30 Full Synthetic SN PLUS Resource Conserving/GF-5	3102828	3102830	3102750	3102752	3102809
0W-20 Synthetic dexos1 Gen 2 SN PLUS/GF-5	3102295	3102297	3102304	3102305	3102294
5W-30 Synthetic dexos1 Gen 2 SN PLUS/GF-5	3102299	3102301	3102310	3102311	3102293

PERFORMANCE PLUS DRIVELINE FLUIDS	12X1 QT. CASES	4X5 QT. CASES	DRUMS	TOTES	BULK
PRODUCT DESCRIPTION	PART NO.	PART NO.	PART NO.	PART NO.	PART NO.
ATF Dexron III/Mercon	3101087	N/A	3101091	3101482	3100033
Full Synthetic Multi-Vehicle ATF	3101872	3101873	3101874	3102112	3101773

PERFORMANCE PLUS HDDEO (HEAVY DUTY DIESEL ENGINE OILS)	4X1 G CASES	PAILS	DRUMS	TOTES	BULK
PRODUCT DESCRIPTION	PART NO.	PART NO.	PART NO.	PART NO.	PART NO.
Heavy Duty 10W-30 CK-4**	3102239	3102252	3102253	3102254	3102135
Heavy Duty 15W-40 CK-4/SN**	3102238	3102255	3102256	3102257	3102134
Heavy Duty 10W-30 CK-4***	3103242	3103244	3103246	3103248	3103254
Heavy Duty 15W-40 CK-4/SN***	3103234	3103236	3103238	3103240	3103253
Heavy Duty Full Synthetic 5W-40 CK-4	3102435	3102399	3102401	3102404	3103039
15W-40 Natural Gas Engine Oil	N/A	N/A	3102267	3102269	S/O

PERFORMANCE PLUS HEAVY DUTY FLUIDS	4X1 G CASES	PAILS	KEGS	TOTES	DRUMS
PRODUCT DESCRIPTION	PART NO.	PART NO.	PART NO.	PART NO.	PART NO.
Full Synthetic Heavy Duty (TES-295 & TES-389) Transmission Fluid	3102437	3102411	N/A	S/O	3102413
Heavy Duty Full Synthetic 50W Transmission Fluid	N/A	3102406	3102383	S/O	S/O
Heavy Duty TO-4 10W	N/A	3102417	N/A	S/O	3102419
Heavy Duty TO-4 30W	N/A	3102423	N/A	S/O	3102425
Heavy Duty TO-4 50W	N/A	3102429	N/A	S/O	3102431

PERFORMANCE PLUS GEAR OILS	PAILS	KEGS	DRUMS	TOTES
PRODUCT DESCRIPTION	PART NO.	PART NO.	PART NO.	PART NO.
80W-90 Conventional	3101865	N/A	3102270	3102271
85W-140 Conventional	3101866	N/A	3101776	3102272
75W-90 Full Synthetic	3102387	3102379	N/A	S/O
75W-140 Full Synthetic	3102393	3102381	N/A	S/O

PERFORMANCE PLUS HYDRAULICS	PAILS	DRUMS	TOTES	BULK
PRODUCT DESCRIPTION	PART NO.	PART NO.	PART NO.	PART NO.
AW EX 32	3102145	3101479	3102107	3100030
AW EX 46	3100804	3101480	3102076	3100031
AW EX 68	3101986	3101481	3102102	3100032
AW 46 Zinc Free	3102324	3102148	S/O	S/O
Universal Tractor Fluid	3102162	3101483	3102089	3100051

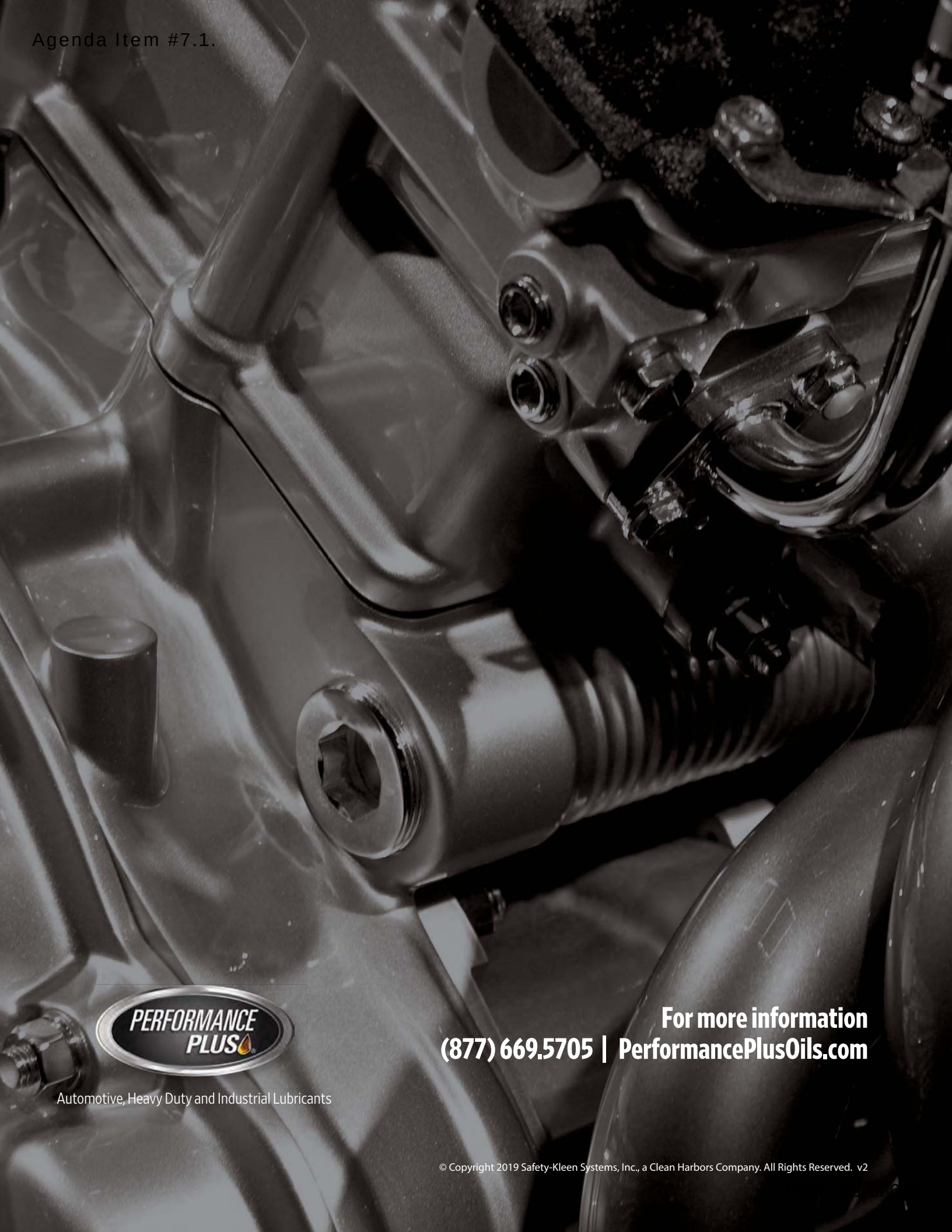
PERFORMANCE PLUS GREASES	10X14OZ CASES	PAILS	KEGS	DRUMS
PRODUCT DESCRIPTION	PART NO.	PART NO.	PART NO.	PART NO.
All Purpose Lithium 2	3102211	3102184	3102183	3102201
Hi Temp Lithium 2	3102212	3102186	3102185	3102202
Moly Supreme 2 with 5% Moly	3102214	3102190	3102189	3102204
Construction Red 2	3102213	3102188	3102187	3102203
Ultra Calcium Sulfonate 2 with 5% Moly	3102215	3102192	3102191	3102205

PERFORMANCE PLUS ANTIFREEZE/COOLANT	DRUMS	TOTES	BULK
PRODUCT DESCRIPTION	PART NO.	PART NO.	PART NO.
LD/HD Extended Service Interval HOAT	640053	S/O	6453
LD Extended Life NAPS Free OAT	640055	S/O	6455
HD Extended Life NAPS Free OAT	640057	S/O	6457
LD/HD Conventional	S/O	S/O	S/O
LD Extended Life 2-EH OAT	S/O	S/O	S/O
HD Extended Life NMOAT	S/O	S/O	S/O

* Available while supplies last ** Formula X ***Formula A

S/O: Special Order (minimum required)

(Bulk delivery available in most markets, please contact sales representative for details.)



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Part/Item Number	Item Description	MSRP/List Price	Discount %	Discounted Price
3103314	0W-20 Full Synthetic SP/GF-6-12 quart case	$53.60	7%	$ 49.85
3103329	0W-20 Full Synthetic SP/GF-6-4X5 quart case	$85.30	7%	$ 79.33
3103330	0W-20 Full Synthetic SP/GF-6-55 gallon drum	$835.97	7%	$ 777.45
3103331	0W-20 Full Synthetic SP/GF-6-330 gallon tote	$4,864.88	7%	$ 4,524.34
3103327	10W-30 Syn-Blend High Mileage/GF-6-12 quart case	$44.92	7%	$ 41.78
3103328	10W-30 Syn-Blend High Mileage/GF-6-55 gallon drum	$674.19	7%	$ 627.00
3103308	10W-30 Syn-Blend/GF-6-12 quart case	$43.56	7%	$ 40.51
3103310	10W-30 Syn-Blend/GF-6-4X5 quart case	$64.91	7%	$ 60.37
3103312	10W-30 Syn-Blend/GF-6-55 gallon drum	$641.85	7%	$ 596.92
3103313	10W-30 Syn-Blend/GF-6-330 gallon tote	$3,713.63	7%	$ 3,453.68
3103315	5W-20 Full Synthetic SP/GF-6-12 quart case	$55.89	7%	$ 51.98
3103317	5W-20 Full Synthetic SP/GF-6-4X5 quart case	$83.85	7%	$ 77.98
3103319	5W-20 Full Synthetic SP/GF-6-55 gallon drum	$840.69	7%	$ 781.84
3103320	5W-20 Full Synthetic SP/GF-6-330 gallon tote	$4,877.34	7%	$ 4,535.93
3103296	5W-20 Syn-Blend SP/GF-6-12 quart case	$43.54	7%	$ 40.49
3103298	5W-20 Syn-Blend SP/GF-6-4X5 quart case	$67.83	7%	$ 63.08
3103300	5W-20 Syn-Blend SP/GF-6-55 gallon drum	$638.40	7%	$ 593.71
3103325	5W-30 Syn-Blend High Mileage/GF-6-12 quart case	$46.18	7%	$ 42.95
3103326	5W-30 Syn-Blend High Mileage/GF-6-55 gallon drum	$667.37	7%	$ 620.65
3103321	5W-30 Full Synthetic SP/GF-6-12 quart case	$55.89	7%	$ 51.98
3103322	5W-30 Full Synthetic SP/GF-6-4X5 quart case	$83.85	7%	$ 77.98
3103323	5W-30 Full Synthetic SP/GF-6-55 gallon drum	$840.69	7%	$ 781.84
3103324	5W-30 Full Synthetic SP/GF-6-330 gallon tote	$4,877.34	7%	$ 4,535.93
3103302	5W-30 Syn-Blend/GF-6-12 quart case	$43.54	7%	$ 40.49
3103304	5W-30 Syn-Blend/GF-6-4X5 quart case	$67.83	7%	$ 63.08
3103306	5W-30 Syn-Blend/GF-6-55 gallon drum	$638.40	7%	$ 593.71
3103307	5W-30 Syn-Blend/GF-6-330 gallon tote	$3,679.31	7%	$ 3,421.76
3103398	0W-20 dexos1 Gen 3 Full Synthetic-12 quart case	$56.62	7%	$ 52.66
3103400	0W-20 dexos1 Gen 3 Full Synthetic-4X5 quart case	$88.16	7%	$ 81.99
3103401	0W-20 dexos1 Gen 3 Full Synthetic-55 gallon drum	$873.57	7%	$ 812.42
3103399	0W-20 dexos1 Gen 3 Full Synthetic-330 gallon tote	$5,107.84	7%	$ 4,750.29
3103407	5W-20 dexos1 Gen 3 Full Synthetic-12 quart case	$56.59	7%	$ 52.63
3103408	5W-20 dexos1 Gen 3 Full Synthetic-4X5 quart case	$85.51	7%	$ 79.52
3103402	5W-20 dexos1 Gen 3 Full Synthetic-55 gallon drum	$865.20	7%	$ 804.64
3103403	5W-30 dexos1 Gen 3 Full Synthetic-12 quart case	$56.59	7%	$ 52.63
3103405	5W-30 dexos1 Gen 3 Full Synthetic-4X5 quart case	$85.51	7%	$ 79.52
3103406	5W-30 dexos1 Gen 3 Full Synthetic-55 gallon drum	$865.20	7%	$ 804.64
3103404	5W-30 dexos1 Gen 3 Full Synthetic-330 gallon tote	$5,045.91	7%	$ 4,692.70
3102267	15W-40 Natural Gas-55 gallon drum	$798.43	7%	$ 742.54
3102269	15W-40 Natural Gas-330 gallon tote	$4,851.13	7%	$ 4,511.55
3102239	10W-30 CK-4/SN HDDEO-4X1 gallon case	$63.64	7%	$ 59.19
3102253	10W-30 CK-4/SN HDDEO-55 gallon drum	$755.16	7%	$ 702.30
3102252	10W-30 CK-4/SN HDDEO-5 gallon pail	$71.41	7%	$ 66.41
3102254	10W-30 CK-4/SN HDDEO-330 gallon tote	$4,377.24	7%	$ 4,070.83
3102238	15W-40 CK-4/SN HDDEO-4X1 gallon case	$63.56	7%	$ 59.11
3102256	15W-40 CK-4/SN HDDEO-55 gallon drum	$755.16	7%	$ 702.30
3102255	15W-40 CK-4/SN HDDEO-5 gallon pail	$71.41	7%	$ 66.41
3102257	15W-40 CK-4/SN HDDEO-330 gallon tote	$4,377.24	7%	$ 4,070.83
3101087	Dex/Merc ATF-12 quart case	$44.18	7%	$ 41.09
3101091	Dex/Merc ATF-55 gallon drum	$669.23	7%	$ 622.38
3101092	Dex/Merc ATF-5 gallon pail	$65.95	7%	$ 61.33
3101482	Dex/Merc ATF-330 gallon tote	$3,917.41	7%	$ 3,643.19
3101872	Multi-Vehicle ATF-12 quart case	$63.29	7%	$ 58.86
3102240	Multi-Vehicle ATF-4X1 gallon case	$84.32	7%	$ 78.42
3101873	Multi-Vehicle ATF-4X5 quart case	$96.96	7%	$ 90.17
3101874	Multi-Vehicle ATF-55 gallon drum	$1,018.21	7%	$ 946.94
3102112	Multi-Vehicle ATF-330 gallon tote	$5,984.39	7%	$ 5,565.48
3101483	Universal Tractor Fluid-55 gallon drum	$679.12	7%	$ 631.58
3102162	Universal Tractor Fluid-5 gallon pail	$63.63	7%	$ 59.18

3102089	Universal Tractor Fluid-330 gallon tote	$3,920.25	7%	$ 3,645.83
3102270	80W-90 Gear Oil-55 gallon drum	$999.04	7%	$ 929.11
3101865	80W-90 Gear Oil-5 gallon pail	$91.74	7%	$ 85.32
3102271	80W-90 Gear Oil-330 gallon tote	$5,673.22	7%	$ 5,276.09
3101776	85W-140 Gear Oil-55 gallon drum	$1,075.73	7%	$ 1,000.43
3101866	85W-140 Gear Oil-5 gallon pail	$96.35	7%	$ 89.61
3102272	85W-140 Gear Oil-330 gallon tote	$6,180.98	7%	$ 5,748.31
3101479	Anti-Wear 32 Hydraulic Oil-55 gallon drum	$578.21	7%	$ 537.74
3102145	Anti-Wear 32 Hydraulic Oil-5 gallon pail	$54.86	7%	$ 51.02
3102107	Anti-Wear 32 Hydraulic Oil-330 gallon tote	$3,321.45	7%	$ 3,088.95
3101480	Anti-Wear 46 Hydraulic Oil-55 gallon drum	$584.45	7%	$ 543.54
3100804	Anti-Wear 46 Hydraulic Oil-5 gallon pail	$55.66	7%	$ 51.76
3102076	Anti-Wear 46 Hydraulic Oil-330 gallon tote	$3,358.81	7%	$ 3,123.69
3101481	Anti-Wear 68 Hydraulic Oil-55 gallon drum	$626.32	7%	$ 582.48
3101986	Anti-Wear 68 Hydraulic Oil-5 gallon pail	$59.08	7%	$ 54.94
3102102	Anti-Wear 68 Hydraulic Oil-330 gallon tote	$3,583.72	7%	$ 3,332.86
13130-1-4	PAINT GUN CLEANER AND SERVICE COMS W/5G HD RECYCLE Term 1-4 WKS	$214.78	33%	$ 143.90
13130-6-8	PAINT GUN CLEANER AND SERVICE COMS W/5G HD RECYCLE Term 6-8 WKS	$214.78	33%	$ 143.90
13130-9-12	PAINT GUN CLEANER AND SERVICE COMS W/5G HD RECYCLE Term 9-12 WKS	$214.78	33%	$ 143.90
13130-16	PAINT GUN CLEANER AND SERVICE COMS W/5G HD RECYCLE Term 16 WKS	$214.78	33%	$ 143.90
70720-1-4	SEC 1077 W/HD RECYCLED Term 1-4 WKS	$255.70	33%	$ 171.32
70720-6-8	SEC 1077 W/HD RECYCLED Term 6-8 WKS	$277.28	33%	$ 185.78
70720-9-12	SEC 1077 W/HD RECYCLED Term 9-12 WKS	$301.40	33%	$ 201.94
70720-16	SEC 1077 W/HD RECYCLED Term 16 WKS	$323.04	33%	$ 216.44
87020-1-4	SEC 1055 W/HD RECYCLED Term 1-4 WKS	$284.59	33%	$ 190.68
87020-6-8	SEC 1055 W/HD RECYCLED Term 6-8 WKS	$308.71	33%	$ 206.84
87020-9-12	SEC 1055 W/HD RECYCLED Term 9-12 WKS	$335.22	33%	$ 224.60
87020-16	SEC 1055 W/HD RECYCLED Term 16 WKS	$358.09	33%	$ 239.92
14150-1-4	5G PARTS WASHER - SOLVENT AND SERVICE Term 1-4 WKS. INCLUDES RECYCLING.	$175.94	33%	$ 117.88
14150-6-8	5G PARTS WASHER - SOLVENT AND SERVICE Term 6-8 WKS. INCLUDES RECYCLING.	$190.06	33%	$ 127.34
14150-9-12	5G PARTS WASHER - SOLVENT AND SERVICE Term 9-12 WKS. INCLUDES RECYCLING.	$206.48	33%	$ 138.34
14150-16	5G PARTS WASHER - SOLVENT AND SERVICE Term 16 WKS. INCLUDES RECYCLING.	$221.14	33%	$ 148.16
16150-1-4	16G PARTS WASHER - SOLVENT AND SERVICE Term 1-4 WKS. INCLUDES RECYCLING.	$186.43	33%	$ 124.91
16150-6-8	16G PARTS WASHER - SOLVENT AND SERVICE Term 6-8 WKS. INCLUDES RECYCLING.	$202.34	33%	$ 135.57
16150-9-12	16G PARTS WASHER - SOLVENT AND SERVICE Term 9-12 WKS. INCLUDES RECYCLING.	$219.75	33%	$ 147.23
16150-16	16G PARTS WASHER - SOLVENT AND SERVICE Term 16 WKS. INCLUDES RECYCLING.	$235.21	33%	$ 157.59
30150-1-4	30G PARTS WASHER - SOLVENT AND SERVICE Term 1-4 WKS. INCLUDES RECYCLING.	$215.72	33%	$ 144.53
30150-6-8	30G PARTS WASHER - SOLVENT AND SERVICE Term 6-8 WKS. INCLUDES RECYCLING.	$233.08	33%	$ 156.16
30150-9-12	30G PARTS WASHER - SOLVENT AND SERVICE Term 9-12 WKS. INCLUDES RECYCLING.	$253.57	33%	$ 169.89
30150-16	30G PARTS WASHER - SOLVENT AND SERVICE Term 16 WKS. INCLUDES RECYCLING.	$270.92	33%	$ 181.52
34150-1-4	VAT PARTS WASHER - SOLVENT AND SERVICE Term 1-4 WKS. INCLUDES RECYCLING.	$333.57	33%	$ 223.49
34150-6-8	VAT PARTS WASHER - SOLVENT AND SERVICE Term 6-8 WKS. INCLUDES RECYCLING.	$360.83	33%	$ 241.76

34150-9-12	VAT PARTS WASHER - SOLVENT AND SERVICE Term 9-12 WKS. INCLUDES RECYCLING.	$391.85	33%	$ 262.54
34150-16	VAT PARTS WASHER - SOLVENT AND SERVICE Term 16 WKS. INCLUDES RECYCLING.	$419.36	33%	$ 280.97
44150-1-4	VAT PARTS WASHER (LG) - SOLVENT AND SERVICE Term 1-4 WKS. INCLUDES RECYCLING.	$417.18	33%	$ 279.51
44150-6-8	VAT PARTS WASHER (LG) - SOLVENT AND SERVICE Term 6-8 WKS. INCLUDES RECYCLING.	$450.94	33%	$ 302.13
44150-9-12	VAT PARTS WASHER (LG) - SOLVENT AND SERVICE Term 9-12 WKS. INCLUDES RECYCLING.	$490.27	33%	$ 328.48
44150-16	VAT PARTS WASHER (LG) - SOLVENT AND SERVICE Term 16 WKS. INCLUDES RECYCLING.	$525.09	33%	$ 351.81
51150-1-4	10G PARTS WASHER SERVICE - SOLVENT Term 1-4 WKS. INCLUDES RECYCLING.	$150.28	33%	$ 100.69
51150-6-8	10G PARTS WASHER SERVICE - SOLVENT Term 6-8 WKS. INCLUDES RECYCLING.	$150.28	33%	$ 100.69
51150-9-12	10G PARTS WASHER SERVICE - SOLVENT Term 9-12 WKS. INCLUDES RECYCLING.	$150.28	33%	$ 100.69
51150-16	10G PARTS WASHER SERVICE - SOLVENT Term 16 WKS. INCLUDES RECYCLING.	$150.28	33%	$ 100.69
52150-1-4	20G PARTS WASHER SERVICE - SOLVENT Term 1-4 WKS. INCLUDES RECYCLING.	$204.79	33%	$ 137.21
52150-6-8	20G PARTS WASHER SERVICE - SOLVENT Term 6-8 WKS. INCLUDES RECYCLING.	$204.79	33%	$ 137.21
52150-9-12	20G PARTS WASHER SERVICE - SOLVENT Term 9-12 WKS. INCLUDES RECYCLING.	$204.79	33%	$ 137.21
52150-16	20G PARTS WASHER SERVICE - SOLVENT Term 16 WKS. INCLUDES RECYCLING.	$204.79	33%	$ 137.21
53150-1-4	30G PARTS WASHER SERVICE - SOLVENT Term 1-4 WKS. INCLUDES RECYCLING.	$249.43	33%	$ 167.12
53150-6-8	30G PARTS WASHER SERVICE - SOLVENT Term 6-8 WKS. INCLUDES RECYCLING.	$249.43	33%	$ 167.12
53150-9-12	30G PARTS WASHER SERVICE - SOLVENT Term 9-12 WKS. INCLUDES RECYCLING.	$249.43	33%	$ 167.12
53150-16	30G PARTS WASHER SERVICE - SOLVENT Term 16 WKS. INCLUDES RECYCLING.	$249.43	33%	$ 167.12
54150-1-4	40G PARTS WASHER SERVICE - SOLVENT Term 1-4 WKS. INCLUDES RECYCLING.	$298.92	33%	$ 200.28
54150-6-8	40G PARTS WASHER SERVICE - SOLVENT Term 6-8 WKS. INCLUDES RECYCLING.	$298.92	33%	$ 200.28
54150-9-12	40G PARTS WASHER SERVICE - SOLVENT Term 9-12 WKS. INCLUDES RECYCLING.	$298.92	33%	$ 200.28
54150-16	40G PARTS WASHER SERVICE - SOLVENT Term 16 WKS. INCLUDES RECYCLING.	$298.92	33%	$ 200.28
81150-1-4	80G AGITATING PARTS WASHER AND SERVICE - SOLVENT Term 1-4 WKS. INCLUDES RECYCLING.	$757.76	33%	$ 507.70
81150-6-8	80G AGITATING PARTS WASHER AND SERVICE - SOLVENT Term 6-8 WKS. INCLUDES RECYCLING.	$820.47	33%	$ 549.71
81150-9-12	80G AGITATING PARTS WASHER AND SERVICE - SOLVENT Term 9-12 WKS. INCLUDES RECYCLING.	$891.68	33%	$ 597.43
81150-16	80G AGITATING PARTS WASHER AND SERVICE - SOLVENT Term 16 WKS. INCLUDES RECYCLING.	$954.33	33%	$ 639.40
250150-1-4	LG SELF-RECYCLING PARTS WASHER AND SERVICE Term 1-4 WKS. INCLUDES RECYCLING.	$293.79	33%	$ 196.84
250150-6-8	LG SELF-RECYCLING PARTS WASHER AND SERVICE Term 6-8 WKS. INCLUDES RECYCLING.	$317.87	33%	$ 212.97
250150-9-12	LG SELF-RECYCLING PARTS WASHER AND SERVICE Term 9-12 WKS. INCLUDES RECYCLING.	$345.87	33%	$ 231.73
250150-16	LG SELF-RECYCLING PARTS WASHER AND SERVICE Term 16 WKS. INCLUDES RECYCLING.	$369.99	33%	$ 247.89

14681-1-4	MODEL 14 W/PRF680II Term 1-4 WKS. INCLUDES RECYCLING.	$280.57	33%	$ 187.98
14681-6-8	MODEL 14 W/PRF680II Term 6-8 WKS. INCLUDES RECYCLING.	$303.79	33%	$ 203.54
14681-9-12	MODEL 14 W/PRF680II Term 9-12 WKS. INCLUDES RECYCLING.	$330.20	33%	$ 221.23
14681-16	MODEL 14 W/PRF680II Term 16 WKS. INCLUDES RECYCLING.	$353.31	33%	$ 236.72
16681-1-4	16G PARTS WASHER W/PRF680II Term 1-4 WKS. INCLUDES RECYCLING.	$298.92	33%	$ 200.28
16681-6-8	16G PARTS WASHER W/PRF680II Term 6-8 WKS. INCLUDES RECYCLING.	$323.43	33%	$ 216.70
16681-9-12	16G PARTS WASHER W/PRF680II Term 9-12 WKS. INCLUDES RECYCLING.	$351.63	33%	$ 235.59
16681-16	16G PARTS WASHER W/PRF680II Term 16 WKS. INCLUDES RECYCLING.	$376.25	33%	$ 252.09
30681-1-4	30G PARTS WASHER W/PRF680II Term 1-4 WKS. INCLUDES RECYCLING.	$344.42	33%	$ 230.76
30681-6-8	30G PARTS WASHER W/PRF680II Term 6-8 WKS. INCLUDES RECYCLING.	$373.36	33%	$ 250.15
30681-9-12	30G PARTS WASHER W/PRF680II Term 9-12 WKS. INCLUDES RECYCLING.	$405.29	33%	$ 271.54
30681-16	30G PARTS WASHER W/PRF680II Term 16 WKS. INCLUDES RECYCLING.	$433.66	33%	$ 290.55
34681-1-4	34G PARTS WASHER W/PRF680II Term 1-4 WKS. INCLUDES RECYCLING.	$533.13	33%	$ 357.20
34681-6-8	34G PARTS WASHER W/PRF680II Term 6-8 WKS. INCLUDES RECYCLING.	$576.94	33%	$ 386.55
34681-9-12	34G PARTS WASHER W/PRF680II Term 9-12 WKS. INCLUDES RECYCLING.	$627.12	33%	$ 420.17
34681-16	34G PARTS WASHER W/PRF680II Term 16 WKS. INCLUDES RECYCLING.	$670.93	33%	$ 449.52
44681-1-4	44G PARTS WASHER W/PRF680II Term 1-4 WKS. INCLUDES RECYCLING.	$666.91	33%	$ 446.83
44681-6-8	44G PARTS WASHER W/PRF680II Term 6-8 WKS. INCLUDES RECYCLING.	$721.45	33%	$ 483.37
44681-9-12	44G PARTS WASHER W/PRF680II Term 9-12 WKS. INCLUDES RECYCLING.	$784.27	33%	$ 525.46
44681-16	44G PARTS WASHER W/PRF680II Term 16 WKS. INCLUDES RECYCLING.	$839.71	33%	$ 562.61
51681-1-4	51G PARTS WASHER W/PRF680II Term 1-4 WKS. INCLUDES RECYCLING.	$240.29	33%	$ 160.99
51681-6-8	51G PARTS WASHER W/PRF680II Term 6-8 WKS. INCLUDES RECYCLING.	$240.29	33%	$ 160.99
51681-9-12	51G PARTS WASHER W/PRF680II Term 9-12 WKS. INCLUDES RECYCLING.	$240.29	33%	$ 160.99
51681-16	51G PARTS WASHER W/PRF680II Term 16 WKS. INCLUDES RECYCLING.	$240.29	33%	$ 160.99
52681-1-4	52G PARTS WASHER W/PRF680II Term 1-4 WKS. INCLUDES RECYCLING.	$327.66	33%	$ 219.53
52681-6-8	52G PARTS WASHER W/PRF680II Term 6-8 WKS. INCLUDES RECYCLING.	$327.66	33%	$ 219.53
52681-9-12	52G PARTS WASHER W/PRF680II Term 9-12 WKS. INCLUDES RECYCLING.	$327.66	33%	$ 219.53
52681-16	52G PARTS WASHER W/PRF680II Term 16 WKS. INCLUDES RECYCLING.	$327.66	33%	$ 219.53
53681-1-4	53G PARTS WASHER W/PRF680II Term 1-4 WKS. INCLUDES RECYCLING.	$398.82	33%	$ 267.21
53681-6-8	53G PARTS WASHER W/PRF680II Term 6-8 WKS. INCLUDES RECYCLING.	$398.82	33%	$ 267.21
53681-9-12	53G PARTS WASHER W/PRF680II Term 9-12 WKS. INCLUDES RECYCLING.	$398.82	33%	$ 267.21
53681-16	53G PARTS WASHER W/PRF680II Term 16 WKS. INCLUDES RECYCLING.	$398.82	33%	$ 267.21

54681-1-4	54G PARTS WASHER W/PRF680II Term 1-4 WKS. INCLUDES RECYCLING.	$477.94	33%	$ 320.22
54681-6-8	54G PARTS WASHER W/PRF680II Term 6-8 WKS. INCLUDES RECYCLING.	$477.94	33%	$ 320.22
54681-9-12	54G PARTS WASHER W/PRF680II Term 9-12 WKS. INCLUDES RECYCLING.	$477.94	33%	$ 320.22
54681-16	54G PARTS WASHER W/PRF680II Term 16 WKS. INCLUDES RECYCLING.	$477.94	33%	$ 320.22
81981-1-4	81G PARTS WASHER W/PRF680II Term 1-4 WKS. INCLUDES RECYCLING.	$1,212.43	33%	$ 812.33
81981-6-8	81G PARTS WASHER W/PRF680II Term 6-8 WKS. INCLUDES RECYCLING.	$1,312.33	33%	$ 879.26
81981-9-12	81G PARTS WASHER W/PRF680II Term 9-12 WKS. INCLUDES RECYCLING.	$1,426.21	33%	$ 955.56
81981-16	81G PARTS WASHER W/PRF680II Term 16 WKS. INCLUDES RECYCLING.	$1,526.26	33%	$ 1,022.59
250152-1-4	250G PARTS WASHER WITH PRF680II Term 1-4 WKS. INCLUDES RECYCLING.	$470.43	33%	$ 315.19
250152-6-8	250G PARTS WASHER WITH PRF680II Term 6-8 WKS. INCLUDES RECYCLING.	$508.48	33%	$ 340.68
250152-9-12	250G PARTS WASHER WITH PRF680II Term 9-12 WKS. INCLUDES RECYCLING.	$553.23	33%	$ 370.66
250152-16	250G PARTS WASHER WITH PRF680II Term 16 WKS. INCLUDES RECYCLING.	$592.07	33%	$ 396.69
26730-1-4	5G BRAKE CLEANER - AQUEOUS Term 1-4 WKS.	$202.48	33%	$ 135.66
26730-6-8	5G BRAKE CLEANER - AQUEOUS Term 6-8 WKS.	$219.15	33%	$ 146.83
26730-9-12	5G BRAKE CLEANER - AQUEOUS Term 9-12 WKS.	$238.76	33%	$ 159.97
26730-16	5G BRAKE CLEANER - AQUEOUS Term 16 WKS.	$255.43	33%	$ 171.14
90837-1-4	30G PARTS WASHER (LG) AND SERVICE - AQUEOUS Term 1-4 WKS.	$291.42	33%	$ 195.25
90837-6-8	30G PARTS WASHER (LG) AND SERVICE - AQUEOUS Term 6-8 WKS.	$314.99	33%	$ 211.04
90837-9-12	30G PARTS WASHER (LG) AND SERVICE - AQUEOUS Term 9-12 WKS.	$343.34	33%	$ 230.04
90837-16	30G PARTS WASHER (LG) AND SERVICE - AQUEOUS Term 16 WKS.	$368.86	33%	$ 247.14
91837-1-4	50G VAT PARTS WASHER AND SERVICE - AQUEOUS Term 1-4 WKS.	$516.65	33%	$ 346.16
91837-6-8	50G VAT PARTS WASHER - AQUEOUS Term 6-8 WKS.	$559.28	33%	$ 374.72
91837-9-12	50G VAT PARTS WASHER - AQUEOUS Term 9-12 WKS.	$607.93	33%	$ 407.31
91837-16	50G VAT PARTS WASHER - AQUEOUS Term 16 WKS.	$650.62	33%	$ 435.92
98800-1-4	AQ-1 AUTOMATIC PARTS WASHER AND SERVICE Term 1-4 WKS.	$368.32	33%	$ 246.77
98800-6-8	AQ-1 AUTOMATIC PARTS WASHER AND SERVICE Term 6-8 WKS.	$399.45	33%	$ 267.63
98800-9-12	AQ-1 AUTOMATIC PARTS WASHER AND SERVICE Term 9-12 WKS.	$433.72	33%	$ 290.59
98800-16	AQ-1 AUTOMATIC PARTS WASHER AND SERVICE Term 16 WKS.	$463.95	33%	$ 310.85
51131	10G PARTS WASHER SERVICE - QSOL NY Term 12 & 24 WKS	$291.00	33%	$ 194.97
52131	20G PARTS WASHER SERVICE - QSOL NY Term 12 & 24 WKS	$397.00	33%	$ 265.99
53131	30G PARTS WASHER SERVICE - QSOL NY Term 12 & 24 WKS	$483.00	33%	$ 323.61
54131	40G PARTS WASHER SERVICE - QSOL NY Term 12 & 24 WKS	$579.00	33%	$ 387.93
56131	60G PARTS WASHER SERVICE - QSOL NY Term 12 & 24 WKS	$768.00	33%	$ 514.56
657299	BugBuster Windsheild washer +32F Bulk-	$1.21	7%	$ 1.13
657200	Bugbuster Super Concentrate-1 Gallon Jug	$58.50	7%	$ 54.41
6570	Ice Breaker Winter -4F Bulk	$2.39	7%	$ 2.22
657055	Ice Breaker Winter -4F 55G Dr	$225.83	7%	$ 210.02
657330	Ice Breaker Winter -4F 330G TE	$1,354.95	7%	$ 1,260.10
6571	Ice Breaker Summer +20F Bulk	$1.77	7%	$ 1.65
32570	Ice Breaker Winter Concentrate 5 G Pail	$54.70	7%	$ 50.87
32571	Ice Breaker Winter Concentrate 55 G Dr	$359.92	7%	$ 334.73
6170	Ice Breaker Extreme Winter-20F Bulk	$2.49	7%	$ 2.32
617055	Ice Breaker Extreme Winter -20F 55G Dr	$232.55	7%	$ 216.27
6174	Ice Breaker Extreme All Season +0 Bulk	$2.09	7%	$ 1.94
6175	Ice Breaker Extreme Summer +20 Bulk	$1.59	7%	$ 1.48
32573	Ice Breaker Extreme Winter Concentrate 5 g Pail	$45.86	7%	$ 42.65
32574	Ice Breaker Extreme Winter Concentrate 16 g Dr	$146.74	7%	$ 136.47
32574	Ice Breaker Extreme Winter Concentrate 55 g Dr	$146.74	7%	$ 136.47

6455	LD Extended Life OAT-Bulk	$5.67	7%	$ 5.27
6460	LD Exttended Life OAT-Bulk	$5.91	7%	$ 5.50
6457	HD Extended life OAT-Bulk	$6.69	7%	$ 6.22
6462	HD Extended life NMOAT-Bulk	$5.95	7%	$ 5.53
6451	Fully Formulated Conventional-Bulk	$5.08	7%	$ 4.72
6057	Fully Formulated Conventional-Bulk	$5.12	7%	$ 4.76
640055	LD Extended Life OAT-Yellow 55 Ga Drum	$412.70	7%	$ 383.81
640060	LD Extended Life OAT-Orange 55 Ga Drum	$425.88	7%	$ 396.07
640057	HD Extended life OAT-Red 55 Ga Drum	$468.98	7%	$ 436.15
640062	HD Extended life NMOAT-Red 55 Ga Drum	$428.29	7%	$ 398.31
640051	Fully Formulated Conventional-Green 55 Ga Drum	$380.56	7%	$ 353.92
600057	Fully Formulated Conventional-Purple 55 Ga Drum	$382.68	7%	$ 355.89
640155	LD Extended Life OAT-Yellow 330 Ga TE	$1,873.93	7%	$ 1,742.75
640160	LD Extended Life OAT-Orange 330 Ga TE	$1,953.03	7%	$ 1,816.32
640157	HD Extended life OAT-Red 330 Ga TE	$2,211.64	7%	$ 2,056.83
640162	HD Extended life NMOAT-Red 330 Ga TE	$1,967.50	7%	$ 1,829.78
640151	Fully Formulated Conventional-Green 330 Ga TE	$1,681.11	7%	$ 1,563.43
600157	Fully Formulated Conventional-Purple 330 Ga TE	$1,693.83	7%	$ 1,575.26
640056	LD Extended Life OAT Concentrate 55 Ga Drum	$637.24	7%	$ 592.63
640061	LD Extended Life OAT Concentrate 55 Ga Drum	$654.86	7%	$ 609.02
640058	HD Extended life OAT Concentrate 55 Ga Drum	$732.37	7%	$ 681.10
640067	HD Extended life NMOAT Concentrate 55 Ga Drum	$676.74	7%	$ 629.37
640052	Fully Formulated Conventional Concentrate 55 Ga Drum	$580.82	7%	$ 540.16
600055	Fully Formulated Conventional Concentrate 55 Ga Drum	$582.93	7%	$ 542.12

Exhibit "K"

24-25-055
Fleet Parts
And Supplies

CITY OF LAS CRUCES

PRICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of May, 2025 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Siddons Martin Emergency Group, LLC, of 4214 2nd St. NW, Albuquerque, New Mexico, 87107, hereinafter called “CONTRACTOR”.

1. PRODUCT DESCRIPTION
Fleet parts and supplies

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall deliver PRODUCT as bid in response to the CITY’S Invitation to Bid No. 24-25-055 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

4. COMPENSATION
In consideration for CONTRACTOR’S satisfactory performance agreed to herein, the CITY shall compensate CONTRACTOR based upon pricing offered in CONTRACTOR’S response to the CITY’S Invitation to Bid No. 24-25-055. CONTRACTOR shall deliver product upon receipt of a purchase order from the CITY. The CITY cannot authorize costs to be incurred prior to such purchase order.

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

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

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2025 for a term of five (5) years through April 30, 2030. CONTRACTOR shall deliver PRODUCT in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR'S employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to

perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP
Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

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

17. INSURANCE
Insurance is not required under the terms of this Agreement.

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

19. APPLICABLE LAW

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

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

20. BREACH

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

21. DISPUTE RESOLUTION

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

22. NOTIFICATION

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Ruben Romero
With Copies to:	Purchasing Manager
TO CONTRACTOR:	Siddons Martin Emergency Group, LLC 4214 2nd St. NW Albuquerque, NM 87107 ATTENTION: Kathryn Williams

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

SIDDONS MARTIN EMERGENCY GROUP, LLC

BY: _____
Kathryn Williams
Vice President

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

04/10/2025
City Attorney

24-25-055
Fleet Parts
And Supplies

EXHIBIT A

CITY OF LAS CRUCES

INVITATION TO BID

TITLE	BID #	DUE DATE/TIME
FLEET PARTS AND SUPPLIES RE-SOLICITATION	**24-25-055**	**February 20, 2025 / 2:00 pm**

Bid Submitted by: Siddons Martin Emergency Group, LLC
(Company)

BIDDING CONDITIONS

Unless otherwise stated in the bid document, the following conditions apply.

1) Bidders are advised that all bids are subject to the legal requirements as provided for in the City of Las Cruces (City) Procurement Code, Chapter 24 Las Cruces Municipal Code (LCMC), 1998 available on the City's website: https://www.municode.com/library/nm/las_cruces/codes/code_of_ordinances?nodeId=PTIIMUCO_CH24PRCO

   a) Preference will be given to bidders residing within New Mexico and/or Las Cruces, NM, in accordance with §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, and Section 24-100, LCMC, 1998, of the City Procurement Code.
   b) Whenever bid specifications are for supplies or materials consisting of recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall receive a 5% preference pursuant to §13-1-21, NMSA, 1978.
   c) The application of multiple preferences shall be limited to ten percent (10%).
   d) Whenever federal funds that are subject to the U.S. OMB "Common Rule" and involved in the purchase of goods/services by the City, the preferences stated within this section are not applicable.

   e) DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF DURING THE BID PROCESS (from Public Notice through Award), OTHER THAN PURCHASING SECTION STAFF, WILL RENDER THE BID NON-COMPLIANT AND UNACCEPTABLE FOR AWARD.
   f) Bidder agrees to comply with all City, State and Federal rules and regulations.
   g) Bidder is responsible for complying with criminal laws prohibiting bribes, gratuities and kickbacks.

2) Bids must:
   a) be submitted typed or in ink on **UNALTERED City bid forms** for bid to be considered.
   b) be complete with required information.
   c) be signed by an authorized representative.
   d) be submitted separately and labeled as such when submitting more than one bid.
   e) state the manufacturer BRAND/MODEL NUMBER offered on all items along with brochures and specifications.
   f) include samples at no cost for evaluation purposes when required by the bid specifications or otherwise requested by the City.
   g) include a request for return of samples, by the supplier, otherwise samples shall become the property of the City after 60 days. (Bidders must arrange for and absorb the cost of any sample return.)
   h) be submitted in PDF format via e-mail to bidclerk@lascruces.gov with the bidder's company name, bid number and title, and due date/time in the subject line of the message.
   i) be received by the City Purchasing Section in the Bid Clerk e-mail inbox by the specified due date and time. Late bids shall not be accepted.

3) Pricing shall:
   a) state the UNIT PRICE and EXTENDED AMOUNT for each item or service offered. UNIT PRICES GOVERN ANY ERRORS IN THE EXTENSION and shall be stated F.O.B. - Destination; Prepaid Full Freight Allowed
   b) exclude any applicable taxes.
   c) be effective for 45 days.

4) Questions:
   a) MUST be submitted in writing and emailed to bidclerk@lascruces.gov referencing the bid number and title.
   b) will be accepted only up to one week prior to the bid due date/time.

5) Addenda:
   a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
   b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via email or mail.
   c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked REVISED.
   d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.

6) The City reserves the right to:
   a) determine responsible bidders and responsive bids.
   b) accept and award compliant bids based on the lowest:

i) Individual Unit Price, or
ii) Grouped Unit Price, or
iii) Lump Sum Unit Price; whichever is deemed most beneficial to the City.

c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought.
d) negotiate an extension of effective price dates.
e) change the quantity of bid items within their effective price date.
f) reject any or all bids partially or wholly.

7) It is the City's intent to award bids within 45 days of the bid due date.
a) Bidders may obtain bid results by contacting the Bid Clerk at bidclerk@lascruces.gov.
b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension.

Bid Form

Receipt of Addenda Nos. 0 is hereby acknowledged. (Where none received, place '0' in this space.)

Payment Terms: Net 30 Days Bidder guarantees delivery of items within _____days *dependent on parts availability

Pricing for this bid is effective through 2026 (price agreements are effective for one year from date of award)

NM Tax & Revenue Department Combined Reporting System (CRS) # 03-213658-00-7

Current NM Secretary of State Business ID # 4419222 (LLC) (corporations only)

Current CLC Business Registration # N/A (for businesses residing within Las Cruces city limits)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes _____No

NM Resident Veteran Certificate from NM Tax and Revenue Department enclosed _____ Yes X No

Federal Employer / Tax Identification # 27-4333590 (mandatory for all respondents)

In compliance with the Bid Specifications, Bidding Conditions, and Purchase Order Terms and Conditions, I, the undersigned, offer and agree to furnish any or all items upon which prices are offered at the price set opposite each item, to the City within the time specified.

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

COMPANY NAME & ADDRESS:

Siddons Martin Emergency Group, LLC
4214 2nd St NW
Albuquerque, NM 87107
505-344-9041
Phone
281-858-2378
Fax

Kathryn Williams, Vice President
Typed or Printed Name of Authorized Representative & Title

Signature 2/6/2025
Date

legal@siddons-martin.com
Email

Siddons Martin Emergency Group, LLC

Exceptions to 24-25-055: ITB – Fleet Parts and Supplies Re-Solicitation

Warranty

In reference to Section C on Page 11 within the Scope of Work:

> ~~1. The Vendor shall provide full factory warranty on all products furnished, against defects in materials and/or workmanship.~~ The warranty shall start on the date of delivery and acceptance by the City.

Exception: Siddons Martin Emergency Group offers a 90 day warranty on parts and labor. Any warranty offered by a part manufacturer that exceeds 90 days will be passed to the City.

Delivery

In reference to Section D on Pages 11-12 within the Scope of Work:

> 1. The Vendor shall deliver, or arrange for delivery, of all products procured by the City under this Agreement. Products shall be delivered F.O.B. destination; packaging, shipping, handling, fuel surcharges and delivery included, with inside delivery.
>
> 2. Delivery Locations
>
> a. 1501 E. Hadley Building B, Las Cruces NM 88001
>
> b. 680 Motel Boulevard, Las Cruces NM 88007
>
> c. 1501 E. Hadley Building A, Las Cruces NM 88001
>
> 3. Vendor shall deliver common inventory stock items within the City of Las Cruces limits ~~within one (1) hour, and within twenty-four (24) hours is outside city limits.~~ Deliveries shall not exceed a 24-hour period without notification of Fleet Services staff.
>
> ~~4. Vendor must not charge a restocking fee for products returned within a thirty (30) day period.~~

Exception: Siddons Martin Emergency Group will only be able to guarantee delivery of common inventory stock items within (24) hours if the City approves overnight delivery and the order is placed before 12 PM MDT. Deliveries requested outside these conditions may exceed the specified timeframe.

Additionally, Siddons martin Emergency Group reserves the right to charge a restocking fee for non-stock items returned within the thirty (30) day period, as these items are not commonly carried.

Siddons Martin Emergency Group, LLC

Catalog Requirement

Our manufacturers do not publish a catalog nor publish their list prices. Additionally, we do not have the option to show multiple prices on our invoices. Siddons Martin Emergency Group can provide the City with a quote that is valid for a specified period of time. For each item quoted, Siddons Martin will use a Cost x 1.67 method to determine the item price. If the quote is accepted, we will then begin processing your order.

Executive Summary

Who We Are

Siddons Martin Emergency Group, LLC is the licensed dealer for Pierce, Oshkosh, Road Rescue, Wheeled Coach, Frontline, Braun, Demers, and Skeeter Emergency Vehicles in the states of Texas, Louisiana, New Mexico, Utah, Nevada, Tennessee, Mississippi and Arkansas. Operating six divisions that encompass 30 locations and over 800 personnel, we are one of the largest emergency vehicle dealers and suppliers in the United States.

Our Mission Statement:

We provide quality Emergency Vehicle Products and Services to our customers and the communities they serve. We do this through our highly skilled, professional, and caring team and partners.

What We Sell

Siddons Martin Emergency Group supplies emergency vehicles of all types to emergency responders representing government, industry, and private companies throughout Texas, Louisiana, New Mexico, Utah, Nevada, Tennessee, Mississippi, and Arkansas.

Who We Sell To

We sell and service emergency vehicles operated by government, industry, or private companies engaged in protecting life and property throughout Texas, Louisiana, New Mexico, Utah, Nevada, Tennessee, Mississippi, and Arkansas.

Company Overview

Siddons Martin Emergency Group, LLC, is the largest and oldest emergency vehicle supplier in Texas, Louisiana, New Mexico, Utah, Nevada, Tennessee, Mississippi, and Arkansas. Established in 1974 as Martin Apparatus, Siddons Martin Emergency Group was formed on January 1, 2011, through the merger of Siddons Fire Apparatus and Martin Apparatus.

CITY OF LAS CRUCES
FLEET PARTS AND SUPPLIES RE-SOLICITATION

I. Introduction

The City of Las Cruces (City) seeks to contract with qualified vendors for the purchase and delivery of parts and supplies for, but not limited to, automotive, heavy equipment, trailers, gasoline engines, diesel engines, and shop tools and supplies on an annual as-needed basis. The City requires new highest quality or grade parts, for a broad variety of vehicles and equipment, and may decide to award to multiple vendors to ensure product quality and availability. Quantities of order may vary from order to order. No commitment to purchase is made via this solicitation.

Enclosed is a draft Agreement to be entered for the proposed parts and supplies. The Agreement's term shall be for five (5) years. This Agreement does not authorize the purchase of batteries, tires, and other products that are currently available through other active City of Las Cruces price agreements.

II. Bid Items

Table A: Aftermarket parts and shop supplies with percent (%) discounts. Catalog **MUST** be provided.

ITEM	DESCRIPTION	Discount %
1	General Automotive Parts	0
2	Transmission Parts	0
3	Gasoline Engine Parts	0
4	Diesel Engine Parts	0
5	General Shop Supplies	0
6	Restocking Fee NON STOCK PARTS	20%
7	Percentage Off Catalog	0

Table B: Light to Medium Manufacturer/Brand Names Offered with percent (%) discounts. Catalog **MUST** be provided.

Item	Product/Category	Manufacturer/Brand Names (add additional offered in blanks)	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
1	Alternators & Starters	AC Delco		0
		Beck/Armley		
		Motorcraft		0
		FORD OEM		0
		GM OEM		0
		Chrysler OEM		0
2	Bearings (Ball & Roller	BCA		
		Timkin		
		National		
3	Belts, Hoses & Clamps	Gates		0
		Goodyear		
		Ideal		
		Motorcraft		
		FORD OEM		0
		GM OEM		0
		Chrysler OEM		0
4	Brakes (Pads & Shoes)	Bendix		
		Eaton		0
		Meritor		0
		Raybestos		
		Performance Friction		0
		Motorcraft		0
		FORD OEM		0
		GM OEM		0
5	Brakes (Drums & Rotors)	Guinte		0
		Vipar		
		United		
		Meritor		
		Motorcraft		
		FORD OEM		0
		GM OEM		0
		NAPA		0

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provider Catalog
6	Brakes (Calipers)	Vipar		
		NAPA		0
		Break Best		
		Motorcraft		
		AC Delco		
		Ford OEM		0
		GM OEM		
				0
7	Caps & Thermostats	Stant		
		Murray		
		Motorcraft		
		Ford OEM		0
		GM OEM		0
		AC Delco		
8	Electrical & Ignition	AC Delco		0
		Motorcraft		0
		Autolite		0
		Champion		0
		Standard		
		Ford OEM		0
		GM OEM		0
9	Emissions & Exhaust	AC Delco		0
		Motorcraft		0
		Walker		
		Ford OEM		0
		GM OEM		0
10	Filters (Air, Fuel, Oil)	AC Delco		0
		Motorcraft		0
		Wix		0
		Fram		0
		MicroGuard		0

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
11	Gaskets & Seals	AC Delco		
		National		0
		C/R		0
		Motorcraft		
		Ford OEM		0
		GM OEM		0
12	Heating & Air Conditioning	AC Delco		
		Motorcraft		
		Murray		
		Ford OEM		0
		GM OEM		0
13	Lamps, Lighting & Mirrors	Federal Signal		
		Grote		0
		Retrac		
		Wagner		
		Trucklite		0
		Sylvania		
		Eiko		
14	Power Steering Pumps	A-1 Cardone		
		NAPA		0
		Motorcraft		
		AC Delco		
		Ford OEM		0
		GM OEM		0
15	Pumps (fuel & water)	AC Delco		0
		Motorcraft		0
		TRW		
		Airtex		
		Ford OEM		0
		GM OEM		0
16	Steering & Suspension	Moog		
		Monroe		
		Motorcraft		
		AC Delco		

Item	Product/Category	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
17	Universal Joints	Precision		
		Spicer		0
		Master Pro		
		NAPA		0
		AC Delco		
		Motorcraft		
18	Wipers	Anco		0
		Motorcraft		
		Trico		0
		Rain X		0
		Bosch		0
19	Wheel Accessories	Moog		
		Ford OEM		0
		GM OEM		0
		Chrysler OEM		0
20	Spark Plugs & Wires	AC Delco		0
		Champion		0
		Motorcraft		0
		Autolite		0
		Bosch		0

Table C: Heavy Duty Parts (Please add additional manufacturers offered in blanks)

Item	Manufacturer/Brand Name (add additional brands offered in blanks	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
1	Allison		0
2	Bendix		0
3	CE Nieoff		0
4	Chevrolet		0
5	Chicago Rawhide		0
6	Cole Hersee		0
7	Cummins		0
8	Delco		0
9	Detroit Diesel		0
10	Donaldson		0
11	Eaton		0
12	Firestone		
13	Fleetguard		0
14	Ford		0
15	Gates		0
16	Grote		0
17	Goodyear		
18	Meritor		0
19	Midland		0
20	Monroe		0
21	Motorcraft		0
22	National		0
23	Signal Stat		
24	Spicer		0
25	Stemco		0
26	Stewart Warner		
27	Sylvania		
28	Trucklite		0
29	Velvac		0
30	Wabco		0
31	Wagner		
32	Pierce		
33			
34			
35			
36			
37			
38			
39			
40			

III. Scope of Work

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **SIDDONS MARTIN EMERGENCY GROUP, LLC**

DBA: **SIDDONS MARTIN EMERGENCY GROUP**
1362 E RICHEY RD
HOUSTON, TX 77073-3505

Expires: **29-May-2027**

Certificate Number:

L1434886512

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

25-144

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

City Council Action and Executive Summary

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:		**Adopted:**	June 2, 2025
Drafter:	Perla Galindo	**Department:**	Financial Services
Program:	Grants Administration	**Line of Business:**	Fiscal Management

Title:	**A RESOLUTION AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY.**

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

PURPOSE(S) OF ACTION:

To authorize an application pre-requisite for the Local Government Planning Fund grant.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) is eligible to apply for the Local Government Planning Fund grant from the New Mexico Finance Authority (NMFA). The City is committed to the operation and maintenance of these projects through its complete life cycle.

NMFA provides funding opportunities for local governments to develop and implement vital public projects, including infrastructure, preliminary engineering reports, long-term master plans, water conservation plans, asset management plans, economic development plans, affordable housing plans, flood inundation maps, archeological clearances, or energy audits.

NMFA requests, as part of their application process, the adoption and submittal of a Resolution authorizing the submission of an application.

The City relies on grant funding for many of the critical programs provided each year for the residents of Las Cruces. As per the Grant Administration Policy approved by City Council on May 4, 2018, City Council approval is required when funders request a Resolution in order to apply regardless of the grant or match amount.

The City is seeking funding assistance towards designating a new MRA. A Metropolitan Redevelopment Area (MRA) is a designated district within a city identified as physically or economically blighted and in need of revitalization. Established under the New Mexico Metropolitan Redevelopment Code, MRAs allow municipalities to focus planning efforts and resources to stimulate economic growth, attract private investment, improve infrastructure, and enhance quality of life for residents. Once an area is officially designated as an MRA by the City Council, a redevelopment plan is created to guide improvements and outline key catalytic projects. These plans are developed with community input and often aim to support small businesses, encourage mixed-use development, and promote equitable, long-term growth.

Previously, the City Council has designated two (2) Metropolitan Redevelopment Areas (MRA) located on West Picacho Avenue and El Paseo Road. These MRA designations will allow the City to transform and revitalize these areas with infrastructure improvements, historic preservation, and public safety measures.

All projects must provide a local match in addition to the resolution requirement described above. The amount of the match will be determined by the type and scale of project awarded as well as the applicant's Median Household Income (MHI) relative to the State's MHI.

SUPPORT INFORMATION:
ATTACHMENT "A" - LGPF PORTAL APPLICATION

PLAN(S):
Elevate Las Cruces

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

Does this action amend the Capital Improvement Plan (CIP)?
☐ Yes
☒ No

Does this action align with Elevate Las Cruces?
☒ Yes
☐ No

OPTIONS / ALTERNATIVES:
1. Vote "Yes"; this will approve the City's application to NMFA.
2. Vote "No"; this will decline the City's application to NMFA.
3. Vote to "Amend"; this could delay the request for funding to designate a new MRA for the City.
4. Vote to "Table"; this could delay the request for funding to designate a new MRA for the City.

RESOLUTION 25-144

A RESOLUTION AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY.

The City Council is informed that:

WHEREAS, the City of Las Cruces (the "Governmental Unit") is a duly organized Local Government and is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"); and

WHEREAS, the New Mexico Finance Authority ("Finance Authority") is authorized pursuant to the Act, particularly Section 6-21-6.4 of the Act, to make grants from the local government planning fund (the “Fund”) to qualified entities to evaluate and estimate the costs of implementing feasible alternatives for meeting water and wastewater public project needs or to develop water conservation plans, long-term master plans or economic development plans; and

WHEREAS, pursuant to the Act the Finance Authority has developed an application procedure whereby the Governing Body may submit an application ("Application") to the Finance Authority for planning grant financial assistance from the Fund; and

WHEREAS, the City Council of the Governmental Unit (the "Governing Body") desires to submit an application for financial assistance from the Fund for a Planning Document, as defined in the Rules Governing the Local Government Planning Fund currently in effect and as specifically identified below, for the benefit of the Governmental Unit; and

WHEREAS, the Governing Body intends to submit the Planning Document to develop a Metropolitan Redevelopment Area ("Project") for the benefit of the Governmental Unit and its citizens; and

WHEREAS, the application prescribed by the Finance Authority to finance the Planning Document in part with financial assistance from the Fund has been completed, submitted to, and reviewed by the Governing Body, and this Resolution approving submission of the completed Application to the Finance Authority for its consideration and review is required as part of the Application.

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

(I)

THAT all lawful actions previously taken by the Governing Body and the Governmental Unit and their respective officers and employees in connection with the Application and the Project are hereby ratified, approved and confirmed.

(II)

THAT the completed Application submitted to the Governing Body is hereby approved and confirmed.

(III)

THAT the officers and employees of the Governmental Unit are hereby directed and requested to submit the completed Application to the Finance Authority, and are further authorized to take such other action as may be requested by the Finance Authority in connection with the Application and to proceed with arrangements for financing the Project.

(IV)

THAT all acts and resolutions in conflict with this Resolution are hereby rescinded, annulled and repealed.

(V)

THAT this Resolution shall take effect immediately upon its adoption.

(VI)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

ATTACHMENT "A"

General Information

Las Cruces, City of
P O Box 20000 Las Cruces, NM 88004
(575) 541-2000
City of Las Cruces Local Government Planning Fund

Local Government Planning Fund Application

SECTION I: GENERAL INFORMATION

A. GRANT REQUEST

1. Amount Requested	100,000.00
2. Planning Document Type:	Metropolitan Redevelopment Act Plan

B. APPLICANT INFORMATION

Full Legal Name of Applicant:	City of Las Cruces
Mailing Address:	700 N Main
Street Address:	
City:	Las Cruces
Zip Code:	88001
County:	Dona Ana
Phone:	5755412430
Applicant Legal Entity Type:	Municipality
Federal Employer Identification Number (EIN) as issued by the IRS:	85-6000147
Total population served by applicant:	111390

C. CONTACT INFORMATION

1. Primary Applicant Contact

Name:	Gabriela Prats
Title:	Grant Manager
Address:	700 N Main
City:	Las Cruces
State:	New Mexico

Zip Code:	88001
Phone:	5755412430
Email Address:	grants@lascruces.gov
2. Legal Counsel Contact for Grant Closing	City of Las Cruces City Attorney's Office
Firm:	
Contact Name:	Brad Douglas
Address:	700 N Main
City:	Las Cruces
State:	NM
Zip Code:	88001
Phone:	575-541-2014
Email Address:	eduron@lascruces.gov
3. Document Preparer	City of Las Cruces
Firm:	
Contact Name:	Brian Kraft
Address:	700 N Main
City:	Las Cruces
State:	NM
Zip Code:	88001
Phone:	5755412125
Email Address:	bkraft@lascruces.gov

4. Consultant

Firm:	
Contact Name:	
Address:	
City:	
State:	
Zip Code:	
Phone:	
Email Address:	

SECTION II: PROJECT INFORMATION

A. PROJECT DESCRIPTION

1. Please describe the purpose for the planning document, including the scope of the planning document and the need for the project.	The City of Las Cruces is seeking funding to declare a new Metropolitan Redevelopment Area. A Metropolitan Redevelopment Area (MRA) Plan represents a vital opportunity to revitalize Las Cruces into a vibrant, walkable, and inclusive community. The planning and development of these areas helps the City target neighborhoods in need of more resources.
2. Will the planning document study an issue that has been determined to be Urgent? (e.g., Administrative Compliance Order, Governor Emergency Declaration, etc.)	No
If yes, please describe the Urgent condition and provide the name of the agency that determined the project to be Urgent. Please upload any documentation substantiating the Urgent determination.	
Urgent determination documentation:	Current File: None
3. Will this document be used in support of a funding application?	No
If yes, please list below the names of the agencies/programs to which the Applicant intends to apply and the estimated dates of applications.	
4. Estimated completion date of the Planning Document:	06/30/2026
5. Has the Applicant selected a firm to complete the document?	No
If yes, provide the date the contract was entered into:	/ /
If no, provide the expected date of contract execution:	/ /

SECTION III: GENERAL INFORMATION

A. Applicant Service Area and Median Household Income

1. Communities in Applicant's Service Area:	City of Las Cruces
2. Counties in Applicant's Service Area:	Dona Ana County
3. Does Applicant's Service Area cover more than one community, municipality and/or county?	No
Attach below a Map of the Service Area if Applicant's Service Area covers more than one community, municipality and/or county:	Current File: None

the community, municipality and/or county:	
4. NM House District(s):	NM-02
5. NM Senate District(s):	36,38,31,37
6. Census Tract(s) of Applicant's Service Area or, if applicable, name(s) of Census Designated Place(s):	35013000206, 35013000402, 35013001210, 35013000600
7. The NMFA relies on a five-year average of US Census Data to determine an Applicant's Median Household Income (MHI). Has Applicant recently completed an MHI survey that Applicant believes to reflect more accurately the MHI of Applicant?	No
If yes, please describe below the methodology used and attach a copy of the survey results:	
Upload MHI Survey Results here:	Current File: None

B. Meeting Dates and Information

1. When does the governing body/association hold its regular meetings? Attach calendar if necessary.	Every 1st and 3rd Monday of the month
	Current File: None
2. Will the grant agreement need to be presented to any governing body/association committees prior to action by the governing body/association?	No
If yes, provide below the names of any committees, the dates of its meetings and the deadlines for providing final documents for action:	

SECTION IV: FINANCIAL INFORMATION

A. Project Costs

1. Total Estimated Cost of the Planning Document:	100,000.00
2. Please lists below any matching funds secured for the Planning Document, if applicable. Please specify the source of the funds and terms.	The City of Las Cruces will provide a match from the General Fund. This funding will be made available at the beginning of the Fiscal Year 2026 on July 1st, 2025.

B. Applicant Financial Profile

1. Does Applicant submit its budget to the	Yes

Department of Finance and Administration for approval?	
If yes, is Applicant current on its quarterly budget submission to the Department of Finance and Administration?	Yes
Please attach a copy of DFA's acceptance letter for current fiscal year budget, if applicable.	Current File: LGPF-BudgetAcceptanceLetter
2. Total budgeted expenditures for the current fiscal year. If project is for an Enterprise Fund, please provide the budgeted expenditures for the Enterprise Fund:	597,100,000.00
3. Total actual expenditures for the most recent fiscal year. If project is for an Enterprise Fund, please provide the actual expenditures for the Enterprise Fund:	454,645,277.85
4. Please upload current fiscal year budget:	Current File: None
5. Audited Financial Statements or Agreed Upon Procedures. Please upload most recently completed Audit or AUP if not already located on the State Auditor Office website:	Current File: None
6. Is there litigation pending that would have a bearing on this project or Applicant?	No
If yes, please provide a complete summary of all circumstances relating to such litigation:	

C. Water and/or Wastewater Utilities

1. Does Applicant provide water service?	Yes
If yes, what percentage of the system has operating meters?	0.000000
2. Does Applicant provide wastewater services?	Yes
If yes, what percentage of the system has operating meters?	0.000000
3. For Municipal or County owned systems, is the Enterprise Fund operated as a Joint Utility?	No
4. Provide the number of certified Operators employed by the Applicant?	0
5. Detail below the level of certification of	

the Operators employed by the Applicant:

D. Water and/or Wastewater Rates

1. Residential Water Service Number of Residential Water Connections	0
Residential Rate per 6,000 gallons, upload rate schedule if necessary:	0.00
	Current File: None
Date Water Rates were Last Adjusted:	/ /
2. Commercial Water Service Number of Commercial Water Connections:	0
Commercial Rate per 6,000 gallons, upload rate schedule if necessary:	0.00
	Current File: None
Date Commercial Water Rates were Last Adjusted:	/ /
3. Residential Wastewater Service Number of Residential Wastewater Connections:	0
Monthly Residential Wastewater Rates, upload rate schedule if necessary:	0.00
	Current File: None
Date Residential Wastewater Rates were Last Adjusted:	/ /
4. Commercial Wastewater Service Number of Commercial Wastewater Connections:	0
Monthly Commercial Rate, upload rate schedule if necessary:	0.00
	Current File: None
Date Commercial Wastewater Rates were Last Adjusted:	/ /

SECTION V: REQUIRED ATTACHMENTS

All Applicants:

Open Meetings Act Resolution:	Current File: None
Resolution approving the submission of the Local Government Planning Fund Application:	Current File: None

Application:

Any additional information:	Current File: None
Any additional information:	Current File: None
Any additional information:	Current File: None

Applicants Organized under the Sanitary Projects Act must also attach:

Articles of Incorporation:	Current File: None
Association By-Laws:	Current File: None
Board Rules and Regulations:	Current File: None

SECTION VI: CERTIFICATION

Please download the Applicant Certification document from above, sign and save it to your computer, then upload it here:	Current File: None

25-145

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

City Council Action and Executive Summary

District:	**☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ N/A**		
1st Reading:		**Adopted:**	June 2, 2025
Drafter:	Perla Galindo	**Department:**	Financial Services
Program:	Grants Administration	**Line of Business:**	Fiscal Management

Title:	**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A REAUTHORIZED GRANT AWARD FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT).**

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

PURPOSE(S) OF ACTION:
To accept a reauthorized grant award from the New Mexico Department of Transportation.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) requests funding on an annual basis from the New Mexico State Legislature to complete capital outlay projects throughout the City. The City was granted the following reauthorization from the New Mexico Department of Transportation (NMDOT) during the 2025 Legislative Session:

Appropriation 25-J4123 for the East Madrid Road Expansion project which is a reauthorization of 2021 Legislative Appropriation 21-F3003.

This appropriation has been reauthorized for $400,000 and to extend the time of expenditure with a reversion date of June 30, 2027.

The funding is to acquire rights of way and to plan, design and construct roads, including curb and gutter, utilities and flood control, on East Madrid Avenue in Las Cruces in Dona Ana County.

NMDOT requires a resolution of acceptance by the local governing body prior to the agreement being fully executed.

SUPPORT INFORMATION:
Attachment "A" - Intergovernmental Grant Agreement Control No C1213003 1st Amendment

PLAN(S):
Elevate Las Cruces

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution to accept reauthorized Appropriation 25-J4123.
2. Vote "No"; this will not approve the Resolution to accept reauthorized Appropriation 25-J4123 and will result in a loss of funds.
3. Vote to "Amend"; this will require further direction to staff.
4. Vote to "Table"; this will result in a loss of funds needed to complete City projects.

RESOLUTION 25-145

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A REAUTHORIZED GRANT AWARD FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT).

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) requests funding on an annual basis from the New Mexico State Legislature to complete capital outlay projects throughout the City; and

WHEREAS, a reauthorization of appropriation 21-F3003 was approved during the 2025 Legislative Session to extend the time of expenditure. Appropriation 25-J4123 reflects this change; and

WHEREAS, the New Mexico Department of Transportation (NMDOT) requires a resolution of acceptance by the City before the agreement is fully executed.

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

(I)

THAT The City Manager or successor is authorized to sign the agreement for this project.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

Contract Number: D19033/1
Vendor Number: 0000054342
Control Number: C1213003

STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FIRST AMENDMENT TO
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AMENDMENT is between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and City of Las Cruces, hereinafter called the "Grantee". This Amendment is effective as of the date of the last party to sign it on the signature page below.

RECITALS

WHEREAS, the Department and the Grantee entered into a Capital Appropriation Project Agreement, Control Number C1213003, Contract Number D19033 on October 4, 2021; and,

WHEREAS, in the Laws of 2021, Chapter 138, Section 33, Sub Section 44, the Legislature made an appropriation to the Department, funds from which the Department made available to the Grantee under Contract Number D19033; and,

WHEREAS, in the Laws of 2025, Chapter 158, SB425, Section 125, the Legislature reauthorized or re-appropriated funding, under Contract Number D19033 and extended the expenditure period; and,

WHEREAS, Article VII allows the parties to alter the Agreement by written consent of both parties; and,

WHEREAS, the Department and the Grantee want to amend the Agreement; and,

WHEREAS, pursuant to NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

1. Article I(A) is deleted and replaced with the following:

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID F3003, NMDOT Control Number C1213003, **$400,000**
APPROPRIATION REVERSION DATE: 6/30/2025
Laws of 2021, Chapter 138, HB285, Section 33, Sub Section 44, Four Hundred Thousand Dollars and No Cents (**$400,000**), to acquire rights of way and to plan, design and construct extensions, including utility and flood control infrastructure, on east Madrid avenue in Las Cruces in Dona Ana county.

The funding identified above was reauthorized or re-appropriated during the 2025 Legislative Session to extend the time of expenditure with the following new appropriation ID and reversion date.

DFA Appropriation ID J4123, NMDOT Control Number C1213003
APPROPRIATION REVERSION DATE: 6/30/2027
Laws of 2025, Chapter 158, SB425, Section 125.

The Grantee's total reimbursements shall not exceed the appropriation amount Four Hundred Thousand Dollars and No Cents, $400,000, (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, $0.00, which equals Four Hundred Thousand Dollars and No Cents, $400,000, (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

2. Article IV(A) is deleted and replaced with the following:

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2027 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this Amendment.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Signature of Official with Authority to Bind Grantee

By:_____
(Type or Print Name)

Its:_____
(Type or Print Title)

_____
Date

DEPARTMENT OF TRANSPORTATION

_____
Cabinet Secretary or Designee

_____
Date

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

_____
By: Aaron Frankland or Designee

_____
Date

25-146

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

City Council Action and Executive Summary

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ 6 ☐ N/A		
1st Reading:		**Adopted:**	June 2, 2025
Drafter:	Adam Ochoa	**Department:**	Community Development
Program:	Community Planning	**Line of Business:**	Community Planning

Title:	**A RESOLUTION APPROVING THE REQUEST FOR A GOVERNMENTAL LIQUOR LICENSE WITH ON PREMISES CONSUMPTION TO NEW MEXICO STATE UNIVERSITY, D/B/A DONA ANA COMMUNITY COLLEGE LOCATED AT 2800 N. SONOMA RANCH BOULEVARD, LAS CRUCES, NM. 88011.**

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

PURPOSE(S) OF ACTION:

Approval of a Governmental Liquor License with On Premises Consumption.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Pursuant to New Mexico Statutes, an application for approval of a Governmental Liquor License with On Premises Consumption, must be accompanied by a resolution of the City Council approving and consenting to the license after a public hearing.

New Mexico State University, d/b/a Dona Ana Community College, applied to the Alcoholic Beverage Control Division of the Regulation and Licensing Department of the State of New Mexico ("ABC"). The location for the license is at 2800 N. Sonoma Ranch Boulevard, Las Cruces, NM. 88011. ABC granted preliminary approval on April 11, 2025.

The City Council is required to hold a public hearing within 45 days after the date of receipt of the preliminary approval letter from ABC. A public hearing to review this issue is scheduled during the regular City Council meeting on Monday, June 2, 2025, beginning at 1:00 p.m., in the City Council Chambers, 700 North Main Street, City Hall. Notice of this public hearing was published in the Las Cruces Sun-News on May 4, 2025, and May 18, 2025.

The Council may approve or disapprove the request for the liquor license. However, Council's disapproval must be based on substantial evidence that the license would adversely affect the health, safety, or welfare of the City of Las Cruces citizens.

The Council may also fail to either approve or disapprove the license. If Council fails to approve or disapprove the license within 30 days after the public hearing, the Director of the Alcoholic Beverage Control Division may give final approval of the license.

SUPPORT INFORMATION:

Exhibit "A" - Alcohol and Gaming's letter and the application.

Attachment "A" - Notice of Intent to Approve published.
Attachment "B" - Traffic Impact Report from the Traffic Engineering Section.
Attachment "C" - Fire and Safety Compliance Report from the Las Cruces Fire Department.
Attachment "D" - Liquor License Impact Zoning Report from Community Development.
Attachment "E" - Criminal Activity Report from the Las Cruces Police Department.
Attachment "F" - Business Registration Report from Community Development Department.

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

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

☐ Yes
☒ No

Does this action align with Elevate Las Cruces?

☒ Yes
☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve of and consent to the approval of a Governmental Liquor License with On Premises Consumption and the Alcohol Beverage Control will continue with the application process.
2. Vote "No"; this will not approve the liquor license and must be based on substantial evidence that the liquor license would adversely affect the health, safety or welfare of the citizens of the City of Las Cruces.
3. Vote to "Amend"; this is not permitted by the Liquor Control Act, NMSA 1978, Section 60-6B-4.
4. Vote to "Table"; this is not permitted by the Liquor Control Act, NMSA 1978, Section 60-6B-4.

RESOLUTION 25-146

A RESOLUTION APPROVING THE REQUEST FOR A GOVERNMENTAL LIQUOR LICENSE WITH ON PREMISES CONSUMPTION TO NEW MEXICO STATE UNIVERSITY, D/B/A DONA ANA COMMUNITY COLLEGE LOCATED AT 2800 N. SONOMA RANCH BOULEVARD, LAS CRUCES, NM. 88011.

The City Council is informed that:

WHEREAS, New Mexico State University, d/b/a Dona Ana Community College, located at 2800 N. Sonoma Ranch Boulevard, Las Cruces, NM 88011, applied to the Alcoholic Beverage Control Division of the Regulation and Licensing Department of the State of New Mexico (“ABC") for a Governmental Liquor License with On Premises Consumption; and

WHEREAS, ABC granted preliminary approval for a Governmental Liquor License with On Premises Consumption by letter dated April 11, 2025; and

WHEREAS, pursuant to law, the application for a Governmental Liquor License with On Premises Consumption must be accompanied by a resolution of the Las Cruces City Council approving of and consenting to the license after a public hearing upon reasonable notice of such hearing; and

WHEREAS, the City Council did on this date hold a public hearing after reasonable notice setting forth the required information concerning the public hearing. The City Council has considered the liquor license, and it has determined that the approval of same is not detrimental to the public health, safety, or welfare of the City of Las Cruces.

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

(I)

THAT a Governmental Liquor License with On Premises Consumption to New Mexico State University, d/b/a Dona Ana Community College, located at 2800 N. Sonoma Ranch Boulevard, Las Cruces, NM 88011, as evidenced by ABC's letter and the application attached hereto as Exhibit “A”, is hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

Exhibit "A"

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip A. Sanchez, Interim Director

April 11, 2025

USPS Certified Mail No.: 9171 9690 0935 0079 1762 83

9171 9690 0935 0079 1762 83

City of Las Cruces
Christine Rivera, Acting City Clerk
PO Box 20000
Las Cruces, NM 88004

RECEIVED
APR 21 2025
CITY CLERK'S OFFICE

Name of Applicant:	New Mexico State University
Application No.:	BLA-5064
Doing Business As:	Dona Ana Community College
Proposed Location:	2800 Sonoma Ranch Blvd. Las Cruces, NM 88011

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted Preliminary Approval. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. The first notice must be published at least thirty (30) days before the hearing. **Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer," we recognize the potential for conflict between the requirement for publication of 30-day notice and the 45-day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and

regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

Applicant is seeking a Governmental Liquor License with on-premises consumption.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

*Tammy M. Sandoval*_____

Tammy M. Sandoval
Admin. Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4548 | Fax: (505) 476-4595
Email: Tammy.Sandoval@rld.nm.gov

Enclosures:

1. Original Application (*Application must be returned w/notices of publication. First Page of Application must be signed by a City Official*)
2. Copy of the Zoning Statement

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division
Governmental Intake Application
Application Number: BLA-0000005064

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Business Information

Business Information

Business Name: NEW MEXICO STATE UNIVERSITY
Type of Business: Alcohol
Business Structure: Governmental Entity
FEIN: XX-XXX0401
State Tax ID Number: XX-XXXXX8-00-4
Business Email: auxacct@nmsu.edu
Business Phone: 5756464212

Contact Person Information

Contact Person Name: Laura De La Cruz
Contact Person Phone: 5755287335
Contact Person Email: ldelacruz@dacc.nmsu.edu

Business Mailing Address

Mailing Street: P.O. Box 30003, MSC 3AUX
Mailing City: Las Cruces
Mailing State: NM
Mailing Zip Code: 88003
Mailing Country: US

Local Option District Use Only: Local Governing Body of _____ City, County,Village

Public Hearing held on _____ 20_____ Please check one: ☐ Approved ☐ Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐ Approved ☐ Disapproved _____

Signed by Director: _____ Date: _____

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Governmental Intake Application

Application Number: BLA-0000005064

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Premises Information

Premises DBA

Premises Doing Business As (DBA):Dona Ana Community College

Proposed Premises Physical Address

Physical Street: 2800 Sonoma Ranch Blvd.
Physical City: Las Cruces
Physical Zip Code: 88011
Physical State: New Mexico
Physical County: Dona Ana
Local Option District: Dona Ana County
"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Owned by Applicant
The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.

Zoning

Is the proposed premises location zoned? Yes
You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.
Specify the zone for proposed premises location (example C-1).: A2-Rural

Distance from nearest School

Name of School: Camino Real Middle School
School Street: N Roadrunner Parkway
School City: Las Cruces
School State: New Mexico
School Zip Code: 88011
School Country: United States
School Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: Morning Star United Methodist Church
Church Street: Morning Star Dr.
Church City: Las Cruces
Church State: New Mexico
Church Zip Code: 88011
Church Country: United States
Church Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Governmental Intake Application

Application Number: BLA-0000005064

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Payment

Fee Name	Fee Amount
Application Fee	200.00
Resident Agent Fee	50.00
Total Fee Amount:	**250.00**

Attestation/Oath

Under penalty of perjury, I hereby depose and state that I am the person identified in this application and the information given by me is true and complete to the best of my knowledge and belief. I understand that any information contained in this application may be investigated and any false or dishonest answer to any question in this application may be grounds for denial or revocation of my license.

Attestation Signature: Laura De La Cruz Date: 01/28/2025

CITY OF LAS CRUCES

STATEMENT OF ZONING

The property located at 2800 N. Sonoma Ranch Boulevard, and having a Map Code Number or Account ID Number of R0218735, in Las Cruces, New Mexico, is zoned as follows:

NH-2.S (Neighborhood-2.Suburban)

Comments: The NH-2 District includes a harmonious mix of well-integrated and compatible land uses that seamlessly blend together. Conveniently located neighborhood services support a vibrant living experience, with both vertical and horizontal mixed-use development. This district is designed to enable people to live, work, and play in a cohesive environment.

The Suburban Character Area describes areas of contemporary development where land uses are dispersed among distinct residential neighborhoods, retail centers, office parks, and industrial uses. While development intensities may vary, suburban places favor segmented land uses with transitions between development types over the blending of differing uses in a single site. This character area may also support urban development patterns. These areas balance the needs of drivers, pedestrians, bicyclists, and other multi-modal users.

A School (College or University)/Community Building is a permitted use in the NH-2.S zoning district. The sale and service of alcoholic beverages for on-premises consumption is permitted on the subject property.

The above-described property located in the City of Las Cruces, New Mexico, has been reviewed and found to be zoned as indicated above in accordance with the Las Cruces Zoning Atlas. Accordingly, I do hereby approve and issue this Statement of Zoning.

March 4, 2025
Date

Adam Ochoa, CZO
Senior Urban Planner

Please be advised that the information presented on this document is taken from the City of Las Cruces Zoning Atlas. Nothing shall prevent the City of Las Cruces from amending this information if review of the Zoning Ordinance shows the Atlas to be in error.

CITY OF LAS CRUCES

AD FORM

Las **C**ruces **S**un **N**ews **(LCSN)**	
Classified **L**egal **A**d	
Date **t**o **P**ublish: May 4, 2025, and May 18, 2025	
Account # 1361141 P.O. # 25201199	
City Contact & Phone #: **Adam Ochoa, Senior Urban Planner** **575-528-3204** aochoa@lascruces.gov	
Proof of Publication Required. Please initial Ad Form and email back indicating receipt.	

COPY TO PUBLISH:

NOTICE OF INTENT TO APPROVE THE FOLLOWING ITEMS:

Notice is hereby given that the Las Cruces City Council will hold a Public Hearing to discuss approval or disapproval of a Governmental Liquor License with On-Premises Consumption to New Mexico State University D/B/A Dona Ana Community College located at 2800 N. Sonoma Ranch Boulevard, Las Cruces, New Mexico, 88011.

Notice is hereby given that the Las Cruces City Council will hold a Public Hearing to discuss approval or disapproval of a Transfer of Ownership and Change of Location of Dispenser Liquor License No. DIS-000137 With Package Sales Only to BW Gas & Convenience Retail, LLC., d/b/a Allsup's #102489 located at 4202 Engler Road, Las Cruces, New Mexico, 88012.

The Public Hearing will be held as part of the regularly scheduled meeting of the City Council on Monday, June 2, 2025, beginning at 1:00 p.m., in the City Council Chambers, 700 North Main Street, City Hall. If passed, the Director of the Alcoholic Beverage Control Division of the State of New Mexico Regulation & Licensing Department may approve the issuance of the license.

Witness my hand and seal this on the 23rd of April 2025.

Christine Rivera, MS, CMC
City Clerk

LAS CRUCES SUN NEWS - Please publish in the Legal Section on **May 4, 2025, and May 18, 2025**, and furnish Proof of Publication at your earliest convenience.

CITY OF LAS CRUCES

MEMORANDUM

To: Adam Ochoa, Senior Urban Planner

From: Gary Skelton, P.E., Engineer **Initials:** GS

Date: April 22, 2025

Subject: Traffic Investigation Report – Governmental Liquor License with On-Premises Consumption Application
Location: 2800 Sonoma Ranch Boulevard, Las Cruces, NM 88011
Applicant: New Mexico State University DBA Dona Ana Community College

As requested, Traffic Engineering has completed a traffic investigation for a Governmental Liquor License with On-Premises Consumption application submitted by New Mexico State University DBA Dona Ana Community College that will be located at 2800 Sonoma Ranch Boulevard in Las Cruces, New Mexico. The following information is submitted for review:

- Dona Ana Community College is an educational institution with a campus located at the southeast corner of Sonoma Ranch Boulevard and Calle Jitas Boulevard. According to the Mesilla Valley MPO Interactive Traffic Flow Map, the most current traffic volume data for Sonoma Ranch Boulevard and Calle Jitas Boulevard near the subject property is 11,119 and 3,445 vehicles per day, respectively.

- The Mesilla Valley MPO classifies Sonoma Ranch Boulevard as a principal Arterial road, while Calle Jitas Boulevard is classified as a minor arterial road near the subject property. These streets serve primarily commercial and residential use near the subject property.

- The subject property has one full-access driveway on Sonoma Ranch Boulevard and two full-access driveways on Calle Jitas Boulevard. The property has on-site parking around the perimeter of the site. No operational problems are currently known at the driveways.

- The speed limit along Sonoma Ranch Boulevard is 35 MPH while Calle Jitas Boulevard is posted 25 MPH near the subject property. The speed limits for other nearby roads range from 25 to 40 MPH.

The approval of the Governmental Liquor License with On-Premises Consumption application at this location does not appear to adversely impact traffic operations along this roadway segment. Feel free to contact me at 575-541-2561 if additional information is needed.

From:	Michael Danner
To:	Adam Ochoa; Soogyu Lee; Gary Skelton; Daniel Balderrama; FD-Prevention; Elena Sanchez; Sean Mullen; Eric Urenda; Jeremy Story; Miguel Carlos; Jackie Baylon
Cc:	Chris Faivre; David Weir; Sara Gonzales
Subject:	RE: Governmental Liquor License.
Date:	Monday, April 21, 2025 1:59:11 PM
Attachments:	image002.png image003.png

Fire approves this request.

Michael Danner, F314
Fire Investigator/LEO/Prevention Bureau/Las Cruces Fire Department
Direct: (575) 528-4049 / TTY 711
Main: (575) 528-3473 / TTY 711
mdanner@lascruces.gov
CITY OF LAS CRUCES

From: Adam Ochoa <aochoa@lascruces.gov>
Sent: Monday, April 21, 2025 1:28 PM
To: Soogyu Lee <sglee@lascruces.gov>; Gary Skelton <gskelton@lascruces.gov>; Daniel Balderrama <dbalderrama@lascruces.gov>; FD-Prevention <FD-Prevention@las-cruces.org>; Elena Sanchez <esanchez@lascruces.gov>; Sean Mullen <smullen@lascruces.gov>; Eric Urenda <eurenda@lascruces.gov>; Jeremy Story <jstory@lascruces.gov>; Miguel Carlos <mcarlos@lascruces.gov>; Jackie Baylon <jbaylon@lascruces.gov>; Adam Ochoa <aochoa@lascruces.gov>
Cc: Chris Faivre <cfaivre@lascruces.gov>; David Weir <dweir@lascruces.gov>; Sara Gonzales <sgonzales@lascruces.gov>
Subject: Governmental Liquor License.

Good Afternoon,

New Mexico State University, has filed an application for a Governmental Liquor License with On Premises Consumption; Application Number BLA-5064. Please see the attached application. Please provide liquor license reports to me no later than Monday, April 28, 2025. Thank you.

Adam Ochoa, CZO
Senior Urban Planner/Community Planning/Community Development Department
Direct: 575-528-3204 / TTY 711
Main: 575-528-3043 / TTY 711
aochoa@lascruces.gov
CITY OF LAS CRUCES

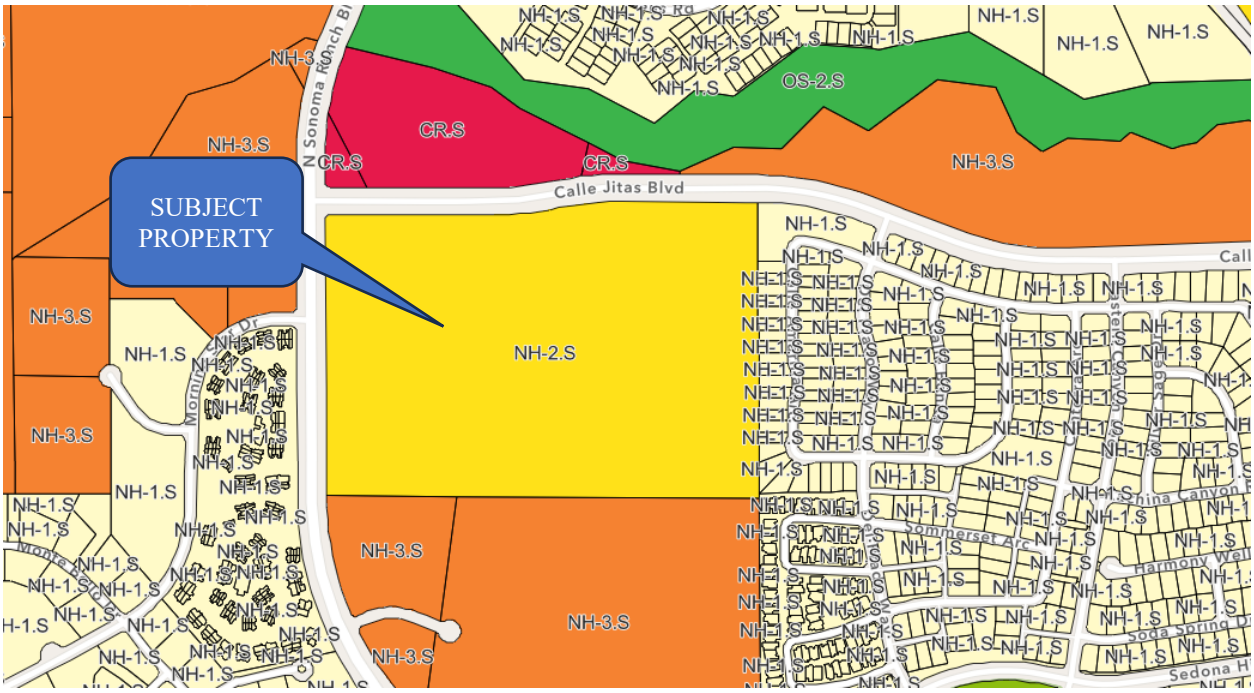
CITY OF LAS CRUCES

City of Las Cruces Community Development Department
Liquor License Impact Report
Governmental Liquor License with On-Premises Consumption
New Mexico State University
2800 N. Sonoma Ranch Boulevard, Las Cruces, NM. 88011

The purpose of this report is to review, analyze and determine any possible impacts of a liquor license relating to land use and other planning related issues.

PROPERTY INFORMATION:

Location:	2800 N. Sonoma Ranch Boulevard
Applicant:	New Mexico State University
Business Name:	Dona Ana Community College
Zoning:	NH.2-S (Neighborhood-2.Subdurban)



DISTANCE REQUIREMENTS:

Greater than 300 feet to a school:	NO
Greater than 300 feet to a church:	YES
Greater than 300 feet to a military installation:	YES

IMPACT ANALYSIS:

The applicant is requesting a Governmental Liquor License with On-Premises Consumption. The subject property is located in the Civic/Institutional Place Type, as designated by Elevate Las Cruces, which is an area designed to accommodate land uses such as the proposed institution with a liquor license. The subject property was zoned NH-2.S while Realize Las Cruces was in effect, which allows the institution with a liquor license, provided all requirements as prescribed

for liquor establishments by the State of New Mexico are met. In terms of a land use and Comprehensive Plan perspective, this seems an appropriate location and request.

There is a question, however, concerning the required distance between liquor establishments and military installations, churches, and schools. The proposed liquor license is located on the same property as a school, Dona Ana Community College, and will be utilized for the culinary program for classroom education and occasionally and event. According to New Mexico State Law, a local governing district may grant a waiver to allow such a use within 300 feet of a school. Thus, the local governing district may determine whether or not the location of the liquor license request is appropriate. The law does not set parameters to assist in determining applicability. Therefore, Planning Staff assumes the local government district may use traditional guidelines, such as, health, safety, and welfare to make this decision.

From: Sean Mullen
To: Adam Ochoa
Subject: RE: Governmental Liquor License.
Date: Monday, April 21, 2025 2:06:56 PM
Attachments: image001.png

Approved.

Thank you,

Sean Mullen
Deputy Chief of Administration/Las Cruces Police Department
Direct: 575-528-4101 Main: 575-528-4200, smullen@las-cruces.org
CITY OF LAS CRUCES

From: Adam Ochoa <aochoa@lascruces.gov>
Sent: Monday, April 21, 2025 1:28 PM
To: Soogyu Lee <sglee@lascruces.gov>; Gary Skelton <gskelton@lascruces.gov>; Daniel Balderrama <dbalderrama@lascruces.gov>; FD-Prevention <FD-Prevention@las-cruces.org>; Elena Sanchez <esanchez@lascruces.gov>; Sean Mullen <smullen@lascruces.gov>; Eric Urenda <eurenda@lascruces.gov>; Jeremy Story <jstory@lascruces.gov>; Miguel Carlos <mcarlos@lascruces.gov>; Jackie Baylon <jbaylon@lascruces.gov>; Adam Ochoa <aochoa@lascruces.gov>
Cc: Chris Faivre <cfaivre@lascruces.gov>; David Weir <dweir@lascruces.gov>; Sara Gonzales <sgonzales@lascruces.gov>
Subject: Governmental Liquor License.

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Adam Ochoa, CZO
Senior Urban Planner/Community Planning/Community Development Department
Direct: 575-528-3204 / TTY 711
Main: 575-528-3043 / TTY 711
aochoa@lascruces.gov
CITY OF LAS CRUCES

From: Jackie Baylon
To: Adam Ochoa
Subject: RE: Governmental Liquor License.
Date: Friday, April 25, 2025 3:42:17 PM
Attachments: image002.png
image003.png

Pending the liquor license application submittal.

Thank you,

Jackie Baylon
Interim Permits & Registration Supervisor/Commercial Development/Community Development Department
Direct: 575-528-3064 / TTY 711
Main: 575-528-3043 / TTY 711
jbaylon@lascruces.gov
CITY OF LAS CRUCES

From: Adam Ochoa <aochoa@lascruces.gov>
Sent: Monday, April 21, 2025 1:28 PM
To: Soogyu Lee <sglee@lascruces.gov>; Gary Skelton <gskelton@lascruces.gov>; Daniel Balderrama <dbalderrama@lascruces.gov>; FD-Prevention <FD-Prevention@las-cruces.org>; Elena Sanchez <esanchez@lascruces.gov>; Sean Mullen <smullen@lascruces.gov>; Eric Urenda <eurenda@lascruces.gov>; Jeremy Story <jstory@lascruces.gov>; Miguel Carlos <mcarlos@lascruces.gov>; Jackie Baylon <jbaylon@lascruces.gov>; Adam Ochoa <aochoa@lascruces.gov>
Cc: Chris Faivre <cfaivre@lascruces.gov>; David Weir <dweir@lascruces.gov>; Sara Gonzales <sgonzales@lascruces.gov>
Subject: Governmental Liquor License.

Good Afternoon,

New Mexico State University, has filed an application for a Governmental Liquor License with On Premises Consumption; Application Number BLA-5064. Please see the attached application. Please provide liquor license reports to me no later than Monday, April 28, 2025. Thank you.

Adam Ochoa, CZO
Senior Urban Planner/Community Planning/Community Development Department
Direct: 575-528-3204 / TTY 711
Main: 575-528-3043 / TTY 711
aochoa@lascruces.gov

CITY OF LAS CRUCES

25-107

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

City Council Action and Executive Summary

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☐ 6 ☐ N/A		
1st Reading:		**Adopted:**	June 2, 2025
Drafter:	Adam Ochoa	**Department:**	Community Development
Program:	Community Planning	**Line of Business:**	Community Planning

Title: **A RESOLUTION APPROVING THE REQUEST FOR A TRANSFER OF OWNERSHIP AND CHANGE OF LOCATION OF DISPENSER LIQUOR LICENSE NO. DIS-000137 WITH PACKAGE SALES ONLY TO BW GAS & CONVENIENCE RETAIL, LLC., D/B/A ALLSUP'S #102489 LOCATED AT 4202 ENGLER ROAD, LAS CRUCES, NM. 88012.**

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

PURPOSE(S) OF ACTION:

Approval of a Transfer of Ownership and Change of Location of Dispenser Liquor License No. DIS-000137 with Package Sales Only.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Pursuant to New Mexico Statutes, an application for approval of a Transfer of Ownership and Change of Location of Dispenser Liquor License No. DIS-000137 with Package Sales Only must be accompanied by a resolution of the City Council approving and consenting to the license after a public hearing.

BW Gas & Convenience Retail, LLC., d/b/a Allsup's #102489, applied to the Alcoholic Beverage Control Division of the Regulation and Licensing Department of the State of New Mexico ("ABC"). The location for the license is at 4202 Engler Road, Las Cruces, NM 88012. ABC granted preliminary approval on April 15, 2025.

The City Council is required to hold a public hearing within 45 days after the date of receipt of the preliminary approval letter from ABC. A public hearing to review this issue is scheduled during the regular City Council meeting on Monday June 2, 2025, beginning at 1:00 p.m., in the City Council Chambers, 700 North Main Street, City Hall. Notice of this public hearing was published in the Las Cruces Sun-News on May 4, 2025, and May 18, 2025.

The Council may approve or disapprove the request for the liquor license. However, Council's disapproval must be based on substantial evidence that the license would adversely affect the health, safety, or welfare of the City of Las Cruces citizens.

The Council may also fail to either approve or disapprove the license. If Council fails to approve or disapprove the license within 30 days after the public hearing, the Director of the Alcoholic Beverage Control Division may give final approval of the license.

SUPPORT INFORMATION:

Exhibit "A" - Alcohol and Gaming's letter and the application.
Attachment "A" - Notice of Intent to Approve published.
Attachment "B" - Traffic Impact Report from the Traffic Engineering Section.
Attachment "C" - Fire and Safety Compliance Report from the Las Cruces Fire Department.
Attachment "D" - Liquor License Impact Zoning Report from Community Development.
Attachment "E" - Criminal Activity Report from the Las Cruces Police Department.
Attachment "F" - Business Registration Report from Community Development Department.

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

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

☐ Yes
☒ No

Does this action align with Elevate Las Cruces?

☒ Yes
☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and consent to the approval of a Transfer of Ownership and Change of Location of Dispenser Liquor License No. DIS-000137 with Package Sales Only and the Alcohol Beverage Control Division will continue with the application process.
2. Vote "No"; this will not approve the Resolution and must be based on substantial evidence that the liquor license would adversely affect the health, safety or welfare of the citizens of the City of Las Cruces.
3. Vote to "Amend"; this is not permitted by the Liquor Control Act, NMSA 1978, Section 60-6B-4.
4. Vote to "Table"; this is not permitted by the Liquor Control Act, NMSA 1978, Section 60-6B-4.

RESOLUTION 25-107

A RESOLUTION APPROVING THE REQUEST FOR A TRANSFER OF OWNERSHIP AND CHANGE OF LOCATION OF DISPENSER LIQUOR LICENSE NO. DIS-000137 WITH PACKAGE SALES ONLY TO BW GAS & CONVENIENCE RETAIL, LLC., D/B/A ALLSUP'S #102489 LOCATED AT 4202 ENGLER ROAD, LAS CRUCES, NM. 88012.

The City Council is informed that:

WHEREAS, BW Gas & Convenience Retail, LLC., d/b/a Allsup's #102489, located at 4202 Engler Road, Las Cruces, NM 88012, applied to the Alcoholic Beverage Control Division of the Regulation and Licensing Department of the State of New Mexico ("ABC") for a Transfer of Ownership and Change of Location of Dispenser Liquor License No. DIS-000137 with Package Sales Only; and

WHEREAS, ABC granted preliminary approval for a Transfer of Ownership and Change of Location of Dispenser Liquor License No. DIS-000137 with Package Sales Only by letter dated April 15, 2025; and

WHEREAS, pursuant to law, the application for a Transfer of Ownership and Change of Location of Dispenser Liquor License No. DIS-000137 with Package Sales Only must be accompanied by a resolution of the Las Cruces City Council approving of and consenting to license after a public hearing upon reasonable notice of such hearing; and

WHEREAS, the City Council did on this date hold a public hearing after reasonable notice setting forth the required information concerning the public hearing. The City Council has considered the liquor license, and it has been determined that the approval is not detrimental to the public health, safety, or welfare of the City of Las Cruces.

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

(I)

THAT a Transfer of Ownership and Change of Location of Dispenser Liquor License No. DIS-000137 with Package Sales Only to BW Gas & Convenience Retail, LLC., d/b/a Allsup's #102489, located at 4202 Engler Road, Las Cruces, NM 88012, as evidenced by ABC's letter and the application attached hereto as Exhibit "A", is hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

Exhibit "A"

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip Sanchez, Director

April 15, 2025

Certified Mail No.: 7021 2720 0001 2205 1266

RECEIVED
APR 22 2025
CITY CLERK'S OFFICE

City of Las Cruces
Christine Rivera, CMC
PO Box 20000
Las Cruces, NM 88004

Lic. No. /Appl. No.: **License No. DIS-000137**
Name of Applicant: BW Gas & Convenience Retail, LLC
Doing Business As: Allsup's #102489
Proposed Location: 4202 Engler Road, Las Cruces, New Mexico 88012

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five **(45)** days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip Sanchez, Director

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP AND CHANGE OF LOCATION OF DISPENSER LIQUOR LICENSE NO. DIS-000137 WITH PACKAGE SALES ONLY.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Charmaine Martinez
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 795-4942 Fax: (505) 476-4595
Email: Charmaine.Martinez2@rld.nm.gov

Enclosures:

1. Page 1 – Business Information (*must be signed and returned w/notices of publication*)
2. Page 2 and 3 – Premises Information
3. Copy of the Zoning Statement
4. Copy of the Floor Plan

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000006290

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Business Information

Business Information

Business Name: BW GAS & CONVENIENCE RETAIL, LLC
Type of Business: Alcohol;Tobacco
Business Structure: Limited Liability Company
FEIN: XX-XXX2617
State Tax ID Number: XX-XXXXX0-00-8
Business Email: bwgas.permits@yesway.com
Business Phone: 6824282400

Contact Person Information

Contact Person Name: Gary Gaston
Contact Person Phone: 6824282351
Contact Person Email: gary.gaston@yesway.com

Business Mailing Address

Mailing Street: 2301 Eagle Parkway Suite 100
Mailing City: Fort Worth
Mailing State: TX
Mailing Zip Code: 76177
Mailing Country: US

Ownership Transfer Type

Specify the appropriate reason for filing this ownership transfer application?
☑ Applicant Business is buying/acquiring licenses from other business
☐ Applicant Business has a Change in Ownership
If there are new shareholders holding 10% or more ownership interest OR If stock is transferred among existing shareholders and there is a person/business who previously held less than 10% and is now holding 10% or more ownership interest, select "Applicant Business has a Change in Ownership."
Once you navigate to the next screen, you will not be able to change response of this question.

Local Option District Use Only: Local Governing Body of _____ City, County,Village

Public Hearing held on _____ 20_____ Please check one: ☐ Approved ☐ Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐ Approved ☐ Disapproved _____

Signed by Director: _____ Date: _____

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000006290

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Premises Information

License Information

Specify the type of transfer you are applying for?
☑ Transfer of Ownership and Location
☐ Transfer of Ownership

License Number: DIS-000137
License Type: Dispenser
License Expiration Date: 6/30/25
Current License Owner: Heritage Hotels & Resorts Inc
Current DBA Name: HOTEL ENCANTO DE LAS CRUCES
Current Lessee: HERITAGE HOTELS AND RESORTS, INC
Dispenser Type: Full Dispenser

Current Premises Address

Physical Street: 705 S. TELSHOR BLVD.
Physical City: Las Cruces
Physical State: NM
Physical Zip Code: 88001
Physical County: Dona Ana
Local Option District: Las Cruces

Proposed DBA Name

Do you want to change the license DBA Name? Yes
Requested DBA Name: Allsup's #102489

Proposed Premises Physical Address

Is the license moving out of current Local Option District (LOD)? No

Physical Street: 4202 Engler Road
Physical City: Las Cruces
Physical Zip Code: 88012
Physical State: New Mexico
Physical County: Dona Ana

Ownership

The land and building which is proposed to be the licensed premises is: Leased by Applicant
The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.
Specify Owner(s) of the land and building: Realty Income Properties 30, LLC
Specify Date and Terms of Lease/Operating Agreement: August 9, 2024; 20yr. initial term, two four (4) year options - total potential lease term - 28 years

Zoning

Is the proposed premises location zoned? Yes
You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.
Specify the zone for proposed premises location (example C-1).: PUD (Planned Unit Development) & U5a Mixed Use Center

NMRLD NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000006290

NMRLD NEW MEXICO REGULATION & LICENSING DEPARTMENT

Distance from nearest School

Name of School: Monte Vista Elementary School
School Street: 4915 Peachtree Hills Rd
School City: Las Cruces
School State: New Mexico
School Zip Code: 88012
School Country: United States
School Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: Emmanuel Lutheran Church
Church Street: 4675 Bataan Memorial West
Church City: Las Cruces
Church State: New Mexico
Church Zip Code: 88012
Church Country: United States
Church Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

Premises Information 2

Please specify the appropriate option for the premises that you have specified in the application?

☑ A license has never been issued to the location of the proposed premises.
☐ A license was once issued to the location of the proposed premises but is no longer being operated at the location.
☐ Alcohol operations are currently being performed at the proposed premises by the applicant business.
☐ Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	Yes

List of Active Business Licenses in Other States

No records to display.

List of Active Business Licenses in New Mexico

License Number: RET-000053	License Type: Retailer	Issuing State:New Mexico
License Number: RET-000037	License Type: Retailer	Issuing State:New Mexico
License Number: RET-000033	License Type: Retailer	Issuing State:New Mexico
License Number: RET-000031	License Type: Retailer	Issuing State:New Mexico
License Number: RET-000027	License Type: Retailer	Issuing State:New Mexico

NMRLD NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000006290

NMRLD NEW MEXICO REGULATION & LICENSING DEPARTMENT

License Number: RET-000007	License Type: Retailer	Issuing State:New Mexico
License Number: RET-000001	License Type: Retailer	Issuing State:New Mexico
License Number: DIS-000887	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000883	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000872	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000871	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000868	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000855	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000814	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000789	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000787	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000771	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000769	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000766	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000761	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000758	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000759	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000746	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000741	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000740	License Type: Dispenser	Issuing State:New Mexico

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000006290

NMRLD
NEW MEXICO
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LICENSING DEPARTMENT

License Number: DIS-000738	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000737	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000705	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000702	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000698	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000681	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000679	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000673	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000651	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000649	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000647	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000633	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000620	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000611	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000596	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000595	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000589	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000590	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000586	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000577	License Type: Dispenser	Issuing State:New Mexico

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000006290

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

License Number: DIS-000573	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000558	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000553	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000544	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000542	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000513	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000508	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000504	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000502	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000485	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000462	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000422	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000415	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000405	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000406	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000394	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000391	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000386	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000350	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000334	License Type: Dispenser	Issuing State:New Mexico

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000006290

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

License Number: DIS-000332	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000321	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000304	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000303	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000297	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000292	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000284	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000280	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000274	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000222	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000209	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000204	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000192	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000180	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000175	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000158	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000155	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000139	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000129	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000119	License Type: Dispenser	Issuing State:New Mexico

NMRLD
NEW MEXICO
REGULATION &
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Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000006290

NMRLD
NEW MEXICO
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License Number: DIS-000117	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000097	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000092	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000089	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000085	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000056	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000052	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000040	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000031	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000013	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000014	License Type: Dispenser	Issuing State:New Mexico

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000006290

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REGULATION &
LICENSING DEPARTMENT

Payment

Fee Name	Fee Amount
Transfer of Loc/Own	200.00
Resident Agent Fee	50.00
Total Fee Amount:	**250.00**

Attestation/Oath

Under penalty of perjury, I hereby depose and state that I am the person identified in this application and the information given by me is true and complete to the best of my knowledge and belief. I understand that any information contained in this application may be investigated and any false or dishonest answer to any question in this application may be grounds for denial or revocation of my license.

Attestation Signature: Gary Gaston

Date: 03/04/2025

CITY OF LAS CRUCES

STATEMENT OF ZONING

The property located at 4202 Engler Road and having a Parcel Account Number of R1907382, in Las Cruces, New Mexico, is zoned as follows:

PUD (Planned Unit Development) & U5a Mixed-Use Center

Comments: The property falls within the Metro Verde Planned Unit Development, approved in April of 2012 per Ordinance No. 2653. The PUD is a mixed-use development that provides for residential, commercial, office, and retail land uses. A gas station with liquor and beer sales is permissible provided all requirements as prescribed for liquor establishments by the State of New Mexico are met.

The above-described property located in the City of Las Cruces, New Mexico, has been reviewed and found to be zoned as indicated above in accordance with the Las Cruces Zoning Atlas. Accordingly, I do hereby approve and issue this Statement of Zoning.

September 10, 2024
Date

Jackie Baylon
Jackie Baylon
Planning Tech II

Please be advised that the information presented on this document is taken from the City of Las Cruces Zoning Atlas. Nothing shall prevent the City of Las Cruces from amending this information if review of the Zoning Ordinance shows the Atlas to be in error.

Allsup's Convenience Store #102489
4202 Engler Road, Las Cruces, Dona Ana County, New Mexico 880123
Totally Unrestricted 5,630 Square Feet
Nearest Cross Streets: Engler Road, Sonoma Ranch Road, and Thurmond Road





CITY OF LAS CRUCES

AD FORM

Las **C**ruces **S**un **N**ews **(LCSN)**	
Classified **L**egal **A**d	
Date **t**o **P**ublish: May 4, 2025, and May 18, 2025	
Account # 1361141 P.O. # 25201199	
City Contact & Phone #: **Adam Ochoa, Senior Urban Planner** **575-528-3204** aochoa@lascruces.gov	
Proof of Publication Required. Please initial Ad Form and email back indicating receipt.	

COPY TO PUBLISH:

NOTICE OF INTENT TO APPROVE THE FOLLOWING ITEMS:

Notice is hereby given that the Las Cruces City Council will hold a Public Hearing to discuss approval or disapproval of a Governmental Liquor License with On-Premises Consumption to New Mexico State University D/B/A Dona Ana Community College located at 2800 N. Sonoma Ranch Boulevard, Las Cruces, New Mexico, 88011.

Notice is hereby given that the Las Cruces City Council will hold a Public Hearing to discuss approval or disapproval of a Transfer of Ownership and Change of Location of Dispenser Liquor License No. DIS-000137 With Package Sales Only to BW Gas & Convenience Retail, LLC., d/b/a Allsup's #102489 located at 4202 Engler Road, Las Cruces, New Mexico, 88012.

The Public Hearing will be held as part of the regularly scheduled meeting of the City Council on Monday, June 2, 2025, beginning at 1:00 p.m., in the City Council Chambers, 700 North Main Street, City Hall. If passed, the Director of the Alcoholic Beverage Control Division of the State of New Mexico Regulation & Licensing Department may approve the issuance of the license.

Witness my hand and seal this on the 23rd of April 2025.

Christine Rivera, MS, CMC
City Clerk

LAS CRUCES SUN NEWS - Please publish in the Legal Section on **May 4, 2025, and May 18, 2025**, and furnish Proof of Publication at your earliest convenience.

CITY OF LAS CRUCES

MEMORANDUM

To: Adam Ochoa, Senior Urban Planner

From: Gary Skelton, P.E., Engineer **Initials:** GS

Date: April 25, 2025

Subject: Traffic Investigation Report – Transfer of Ownership and Change of Location of Dispenser liquor License No. DIS-000137 with Package Sales Only Application
Location: 4202 Engler Road, Las Cruces, NM 88012
Applicant: Allsup's #102489

As requested, Traffic Engineering has completed a traffic investigation for a Transfer of Ownership/Location liquor license application submitted by Allsup's #102489 that is be located at 4202 Engler Road in Las Cruces, New Mexico. The following information is submitted for review:

- Allup's is a convenience store and gas station located at the southeast corner of a roundabout at the intersection of Sonoma Ranch Boulevard and Engler Road. According to the Mesilla Valley MPO Interactive Traffic Flow Map, currently there is no traffic volume data for Sonoma Ranch Boulevard or Engler Road near the subject property.

- The Mesilla Valley MPO classifies both Sonoma Ranch Boulevard and Engler Road near the subject property as minor arterial roads. These streets serve primarily residential and commercial use near the subject property.

- The subject property has one full-access driveway on Engler Road and one full-access driveway on Thurmond Road. The property has on-site parking. No operational problems are currently known at the driveways.

- The speed limits along Sonoma Ranch Boulevard and Engler Road are both 35 MPH, however the speed limit for both road near the subject property reduces to 15 MPH due to the roundabout at the intersection. The speed limits for other nearby roads range from 25 to 35 MPH.

The approval of the Transfer of Ownership/Location liquor license application at this location does not appear to adversely impact traffic operations along this roadway segment. Feel free to contact me at 575-541-2561 if additional information is needed.

From:	Michael Danner
To:	Adam Ochoa; Soogyu Lee; Gary Skelton; Daniel Balderrama; FD-Prevention; Elena Sanchez; Sean Mullen; Eric Urenda; Jeremy Story; Miguel Carlos; Jackie Baylon
Cc:	Chris Faivre; David Weir; Sara Gonzales
Subject:	RE: Liquor License Report Allsups 4202 Engler Road
Date:	Wednesday, April 23, 2025 8:10:36 AM
Attachments:	image002.png image003.png

Fire approves this request.

Michael Danner, F314
Fire Investigator/LEO/Prevention Bureau/Las Cruces Fire Department
Direct: (575) 528-4049 / TTY 711
Main: (575) 528-3473 / TTY 711
mdanner@lascruces.gov
CITY OF LAS CRUCES

From: Adam Ochoa <aochoa@lascruces.gov>
Sent: Wednesday, April 23, 2025 7:55 AM
To: Soogyu Lee <sglee@lascruces.gov>; Gary Skelton <gskelton@lascruces.gov>; Daniel Balderrama <dbalderrama@lascruces.gov>; FD-Prevention <FD-Prevention@las-cruces.org>; Elena Sanchez <esanchez@lascruces.gov>; Sean Mullen <smullen@lascruces.gov>; Eric Urenda <eurenda@lascruces.gov>; Jeremy Story <jstory@lascruces.gov>; Miguel Carlos <mcarlos@lascruces.gov>; Jackie Baylon <jbaylon@lascruces.gov>; Adam Ochoa <aochoa@lascruces.gov>
Cc: Chris Faivre <cfaivre@lascruces.gov>; David Weir <dweir@lascruces.gov>; Sara Gonzales <sgonzales@lascruces.gov>
Subject: Liquor License Report Allsups 4202 Engler Road

Good Morning,

BW Gas & Convenience Retail, LLC., has filed an application for a Transfer of Ownership & Change of Location of Dispenser Liquor License No. DIS-000137 with Package Sales Only. Please see the attached application. Please provide liquor license reports to me no later than Wednesday April 30, 2025. Thank you.

Adam Ochoa, CZO
Senior Urban Planner/Community Planning/Community Development Department
Direct: 575-528-3204 / TTY 711
Main: 575-528-3043 / TTY 711
aochoa@lascruces.gov
CITY OF LAS CRUCES

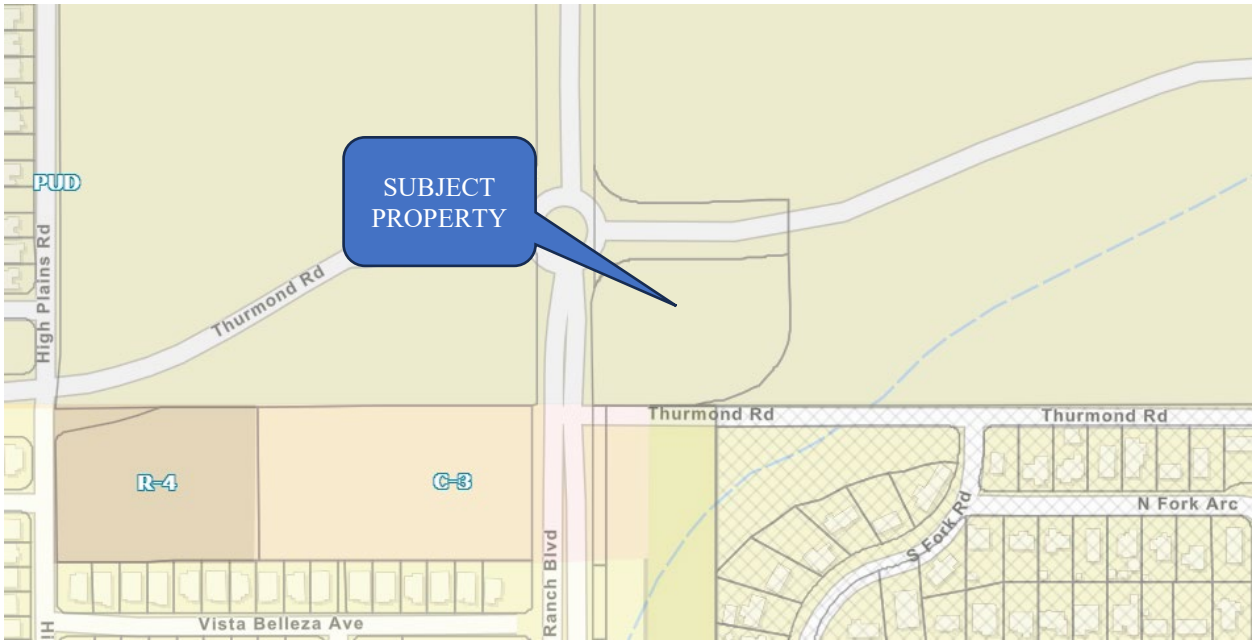
CITY OF LAS CRUCES

City of Las Cruces Community Development Department
Liquor License Impact Report
Transfer of Ownership and Change of Location of Dispenser Liquor License
No. DIS-000137 With Package Sales Only
BW Gas & Convenience Retail, LLC., d/b/a Allsup's #102489
4202 Engler Road, Las Cruces, New Mexico, 88012

The purpose of this report is to review, analyze and determine any possible impacts of a liquor license relating to land use and other planning related issues.

PROPERTY INFORMATION:

Location:	4202 Engler Road
Applicant:	BW Gas & Convenience Retail, LLC.
Business Name:	Allsup's #102489
Zoning:	PUD (Planned Unit Development)



DISTANCE REQUIREMENTS:

Greater than 300 feet to a school:	YES
Greater than 300 feet to a church:	YES
Greater than 300 feet to a military installation:	YES

IMPACT ANALYSIS:

The applicant is requesting a transfer of ownership and change of location of dispenser liquor license no. DIS-000137 with package sales only. The subject property is located in the Suburban Neighborhood Place Type, as designated by Elevate Las Cruces, which is an area designed to accommodate land uses such as the establishment with a dispenser liquor license. The subject property is zoned PUD and located within the Metro Verde Planned Unit Development, which

allows the establishment with a dispenser liquor license, provided all requirements as prescribed for liquor establishments by the State of New Mexico are met. In terms of a land use, and Comprehensive Plan perspective, this seems an appropriate location and request.

From: Sean Mullen
To: Adam Ochoa
Subject: RE: Liquor License Report Allsups 4202 Engler Road
Date: Friday, April 25, 2025 9:18:10 AM
Attachments: image001.png

Approved.

Thank you,

Sean Mullen
Deputy Chief of Administration/Las Cruces Police Department
Direct: 575-528-4101 Main: 575-528-4200, smullen@las-cruces.org
CITY OF LAS CRUCES

From: Adam Ochoa <aochoa@lascruces.gov>
Sent: Wednesday, April 23, 2025 7:55 AM
To: Soogyu Lee <sglee@lascruces.gov>; Gary Skelton <gskelton@lascruces.gov>; Daniel Balderrama <dbalderrama@lascruces.gov>; FD-Prevention <FD-Prevention@las-cruces.org>; Elena Sanchez <esanchez@lascruces.gov>; Sean Mullen <smullen@lascruces.gov>; Eric Urenda <eurenda@lascruces.gov>; Jeremy Story <jstory@lascruces.gov>; Miguel Carlos <mcarlos@lascruces.gov>; Jackie Baylon <jbaylon@lascruces.gov>; Adam Ochoa <aochoa@lascruces.gov>
Cc: Chris Faivre <cfaivre@lascruces.gov>; David Weir <dweir@lascruces.gov>; Sara Gonzales <sgonzales@lascruces.gov>
Subject: Liquor License Report Allsups 4202 Engler Road

Good Morning,

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Adam Ochoa, CZO
Senior Urban Planner/Community Planning/Community Development Department
Direct: 575-528-3204 / TTY 711
Main: 575-528-3043 / TTY 711
aochoa@lascruces.gov
CITY OF LAS CRUCES

From: Jackie Baylon
To: Adam Ochoa
Subject: RE: Liquor License Report Allsups 4202 Engler Road
Date: Friday, April 25, 2025 3:42:56 PM
Attachments: image002.png
image003.png

Allsup's, has obtained their business registration.

Pending the liquor license application submittal.

Thank you,

Jackie Baylon
Interim Permits & Registration Supervisor/Commercial Development/Community Development Department
Direct: 575-528-3064 / TTY 711
Main: 575-528-3043 / TTY 711
jbaylon@lascruces.gov
CITY OF LAS CRUCES

From: Adam Ochoa <aochoa@lascruces.gov>
Sent: Wednesday, April 23, 2025 7:55 AM
To: Soogyu Lee <sglee@lascruces.gov>; Gary Skelton <gskelton@lascruces.gov>; Daniel Balderrama <dbalderrama@lascruces.gov>; FD-Prevention <FD-Prevention@las-cruces.org>; Elena Sanchez <esanchez@lascruces.gov>; Sean Mullen <smullen@lascruces.gov>; Eric Urenda <eurenda@lascruces.gov>; Jeremy Story <jstory@lascruces.gov>; Miguel Carlos <mcarlos@lascruces.gov>; Jackie Baylon <jbaylon@lascruces.gov>; Adam Ochoa <aochoa@lascruces.gov>
Cc: Chris Faivre <cfaivre@lascruces.gov>; David Weir <dweir@lascruces.gov>; Sara Gonzales <sgonzales@lascruces.gov>
Subject: Liquor License Report Allsups 4202 Engler Road

Good Morning,

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Adam Ochoa, CZO
Senior Urban Planner/Community Planning/Community Development Department
Direct: 575-528-3204 / TTY 711
Main: 575-528-3043 / TTY 711
aochoa@lascruces.gov

CITY OF LAS CRUCES

25-148

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

City Council Action and Executive Summary

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:		**Adopted:**	June 2, 2025
Drafter:	Gaby Prats	**Department:**	Financial Services
Program:	Grants Administration	**Line of Business:**	Fiscal Management

Title:	**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2025 BUDGET.**

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

PURPOSE(S) OF ACTION:
To accept grant awards and amend the FY25 budget.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) relies on grant funding for many of the critical programs provided each year for the residents of Las Cruces. Grant funding awards are received throughout the fiscal year and are not budgeted during the normal fiscal year budgeting process. Funds are not budgeted until the City has received a grant award agreement due to the unpredictable nature of funding levels and timing.

Per the City's Grants Administration Program Policy, the City Manager, or his designee, may execute grant agreements with funding agencies. Upon receipt of the fully executed agreement from the funding agency, the Council may adjust the budget.

The request for City Council is to accept the budget adjustments to be used by the departments for the scope of work as defined by each grant agreement.

SUPPORT INFORMATION:
Exhibit "A" - Fund Summaries
Attachment "A" - Grant Listing
Attachment "B" - FY25 LERF Year 3 Fully Executed Agreement
Attachment "C" - SFY24 IGA 24-I4073 Agreement Executed
Attachment "D" - FFY2020 NMDOT RTP LC00410 Agreement Executed
Attachment "E" - FY25 R3 Bike Park Agreement Executed

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

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution to accept the grant awards as presented and amend the City's FY2025 Budget.
2. Vote "No"; this will not approve the Resolution to accept the grant awards as presented and amend the City's FY2025 Budget.
3. Vote to "Amend"; this could delay the Resolution and the process of spending the grant funds within the predetermined grant schedule and require direction to staff.
4. Vote to "Table"; this will delay the Resolution and will impact the implementation of the grant agreement and the City department's ability to utilize the funds and may cause the grant funds to be returned to the granting agency.

RESOLUTION 25-148

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2025 BUDGET.

The City Council is informed that:

WHEREAS, the City has received notice of grant awards for various City departments; and

WHEREAS, the grants will be used as designated in the scope of work and within the specified time period as shown in the grant agreements executed by the City Manager, or his designee; and

WHEREAS, the grant agreements that are the subject of this budget adjustment will be attached to the Resolution with a Summary, as Attachment "A"; and each agreement will be attached as subsequent attachments.

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

(I)

THAT the City hereby amends the FY2025 City Budget and accepts all grant awards as shown in the Fund Summary, Exhibit "A", attached hereto and made part of this Resolution, are hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES ***Exhibit "A"***

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

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

CITY OF LAS CRUCES ***Exhibit "A"***

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	2100 SPECIAL REVENUE REIMB GRANTS 2024-25			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 270,735	249,231	0	249,231
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	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	185,500	205,500	0	205,500
Federal Grants	15,245,266	18,312,500	0	18,312,500
State Grants	7,421,065	8,427,345	132,546	8,559,891
Local Grants	0	3,856	0	3,856
Debt Service	0	0	0	0
Total Revenues	**22,851,831**	**26,949,201**	**132,546**	**27,081,747**
TOTAL RESOURCES	**$ 23,122,566**	**27,198,432**	**132,546**	**27,330,978**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	9,300,103	11,160,103	0	11,160,103
Legal	0	0	0	0
Las Cruces Police Department	4,248,063	4,854,117	132,546	4,986,663
Las Cruces Fire Department	1,415,683	1,251,218	0	1,251,218
Utilities	378,926	385,367	0	385,367
Economic Development	5,800,889	4,309,028	0	4,309,028
Internal Audit	0	0	0	0
Assistant City Manager-400	148,183	305,337	0	305,337
Human Resources	0	0	0	0
Financial Services	366,296	298,255	0	298,255
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manager-500	150,000	860,190	0	860,190
Parks & Recreation	0	803,635	0	803,635
Community Development	277,223	277,223	0	277,223
Quality of Life	1,479,056	2,330,513	0	2,330,513
Public Works	230,196	51,638	0	51,638
MVRDA	0	0	0	0
Total Expenditures	**$ 23,794,618**	**26,886,624**	**132,546**	**27,019,170**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ (672,052)**	**311,808**	**0**	**311,808**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	4100 CAPITAL PROJECTS REIMB GRANTS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 0	0	0	0
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	3,719,299	5,558,776	1,412,104	6,970,880
State Grants	16,008,103	32,430,186	550,000	32,980,186
Local Grants	799,144	329,755	0	329,755
Debt Service	0	0	0	0
Total Revenues	**20,526,546**	**38,318,717**	**1,962,104**	**40,280,821**
TOTAL RESOURCES	**$ 20,526,546**	**38,318,717**	**1,962,104**	**40,280,821**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	7,415,250	0	7,415,250
Legal	0	0	0	0
Las Cruces Police Department	0	650,000	0	650,000
Las Cruces Fire Department	400,000	203,576	0	203,576
Utilities	0	0	0	0
Economic Development	2,103,908	3,434,374	0	3,434,374
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	370,000	0	0	0
Fleet	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	2,636,377	6,401,016	1,412,104	7,813,120
Community Development	0	0	0	0
Quality of Life	690,746	690,746	0	690,746
Public Works	14,325,515	19,153,755	550,000	19,703,755
MVRDA	0	0	0	0
Total Expenditures	**$ 20,526,546**	**37,948,717**	**1,962,104**	**39,910,821**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 0**	**370,000**	**0**	**370,000**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2024-25

	4106 PUBLIC PARK DEVELOPMENT 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 7,670,232	7,069,240	0	7,069,240
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	1,900,000	1,900,000	0	1,900,000
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	60,000	60,000	0	60,000
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**1,960,000**	**1,960,000**	**0**	**1,960,000**
TOTAL RESOURCES	**$ 9,630,232**	**9,029,240**	**0**	**9,029,240**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	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	4,917,581	9,029,238	0	9,029,238
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
MVRDA	0	0	0	0
Total Expenditures	**$ 4,917,581**	**9,029,238**	**0**	**9,029,238**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 4,712,651**	**2**	**0**	**2**

CITY OF LAS CRUCES

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

Today's Date: 04/26/2025
Grant Team Representative: Perla Galindo
Grant Award Amount: $ 132,545.92
Council Budget Adjustment Date: 06/02/2025
Grant Agreement #:
ALN/CFDA#:
Grant Effective Date: 03/20/2025
Grant Reversion Date: 07/12/2025
Funding Agency: New Mexico Department of Public Safety

PROJECT INFORMATION

Grant Project Title: Law Enforcement Retention Fund- Year 3
Type of Funding: State Operating
Type of Grant: Non-Competitive
Match Description: No Match Required-Provided
Match Amount: 0.00
Match Percent/Ratio: 0.00

City Fiscal Year: FY2025
Funder Fiscal Year: FY2025

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

Provide Law Enforcement Retention differential disbursements including FICA and Medicare to the Las Cruces Police Department for qualifying officers

DEPARTMENT INFORMATION

Implementation Dept: 320- Police
User Dept: SELECT

Line of Business: Police Dept
Program: Public Safety
Project Manager: Sean Mullen
Phone: 575-528-4101
Email: smullen@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)

REV:2100-20132001-599200-23485 - $132,545.92
EXP: 2100-20132001-600000-23485 - $123,126.74
EXP2100-20132001-601120-23485 - $9,419.18

Reimbursable Grant: ☑ **Revenue Collected in Advance:** ☐

Date to Accounting:
Project Number: 25485
Project Created By:
Set-Up Date:
Accounting Comments: string not needed- already strung

CITY OF LAS CRUCES

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

Today's Date: 05/01/2025
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 550,000.00
Council Budget Adjustment Date: 06/02/2025
Grant Agreement #: C1233321 (24-I4073)
ALN/CFDA#: N/A
Grant Effective Date: 04/30/2025
Grant Reversion Date: 06/30/2027
Funding Agency: State of New Mexico Department of Transportation (NMDOT)

PROJECT INFORMATION

Grant Project Title: Las Cruces East Mesa Area Roads Construction
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Match Description: No Match Required-Provided
Match Amount: $ 0.00
Match Percent/Ratio: 0

City Fiscal Year: FY2025
Funder Fiscal Year: FY2024

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

Acquire rights of way for and to plan, design, construct and improve roads in the east Mesa area, including pavement replacement, curb and gutter, sidewalks, accessibility and code compliance, drainage, lighting, signage, striping and related infrastructure and utilities, in Las Cruces in Dona Ana county.

DEPARTMENT INFORMATION

Implementation Dept: 550- Public Works
User Dept: SELECT

Line of Business: 0255- Public Infrastructure
Program: 0255A- Engineering & Surveying
Project Manager: Gladis Vallejos
Phone: 575-528-4553
Email: gvallejos@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 4100-40255004-599200-xxxxx
Expense 4100-40255004-802000-xxxxx

SEE ACCOUNTING COMMENTS FOR ORG
4100-40255084-599200|802000-24073

Reimbursable Grant: ☑ **Revenue Collected in Advance:** ☐

Date to Accounting:
Project Number: 24073
Project Created By: JOSIE TREVINO
Set-Up Date: 05/07/2025
Accounting Comments: 40255084 CREATED FOR STATE

CITY OF LAS CRUCES

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

Today's Date: 04/21/2025
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 412,103.56
Council Budget Adjustment Date: 06/02/2025
Grant Agreement #: LC00410
ALN/CFDA#: 20.205 - Highway Planning & Construction
Grant Effective Date: 04/10/2025
Grant Reversion Date: 03/31/2027
Funding Agency: New Mexico Department of Transportation (NMDOT)/Federal Highway Administration (FHWA)

PROJECT INFORMATION

Grant Project Title: FFY2020 Recreation Trails Program - Las Cruces Lateral Trail
Type of Funding: Federal Passthrough to State
Type of Grant: Competitive
Match Description: Local Cash Match
Match Amount: $ 176,385.61
Match Percent/Ratio: 14.56%

City Fiscal Year: FY2025
Funder Fiscal Year: FFY2020

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

Las Cruces Lateral Multi-Use trail. Preliminary engineering and construction of a multi-use trail from University Ave. to intersect with E. Idaho/S. Main.

DEPARTMENT INFORMATION

Implementation Dept: 450- Parks & Rec
User Dept: SELECT

Line of Business: 0245 - Construction, Main & Beautification
Program: 0245F - Community Forestry
Project Manager: Catherine Mathews
Phone: 575-541-2592
Email: cmathews@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)

Please see attached worksheet for account details.

Reimbursable Grant: ☑ **Revenue Collected in Advance:** ☐

Date to Accounting:
Project Number: 25915
Project Created By: JOSIE TREVINO
Set-Up Date: 04/30/25
Accounting Comments:

Revenue Account - 4100-40245094-599100 - $412,103.56
Expense Account - 4100-40245094-805000 - $412,103.56

Match Source - 1000-10245007-805000-23915- $68,056.83 (decrease)
Match Account - 1000-10245094-805000-25915 - $68,056.83 (increase)

Match Source - 4106-40145011-805000 - $13,328.78 (decrease)
Match Account - 4106-40145011-805000-25915 - $13,328.78 (increase)

Match Source – 4100-40245004-805000-23993* - $95,000.00

* Existing Capital Outlay appropriation 23-H2993 for $100,000

CITY OF LAS CRUCES

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

Today's Date: 04/21/2025
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 1,000,000.00
Council Budget Adjustment Date: 06/02/2025
Grant Agreement #: 41900-0000013250
ALN/CFDA#: 21.027
Grant Effective Date: 04/02/2025
Grant Reversion Date: 04/02/2027
Funding Agency: New Mexico Economic Development Department (NMEDD) - Outdoor Recreation Division (ORD)

PROJECT INFORMATION

Grant Project Title: Trail + Las Cruces Bike Park.
Type of Funding: Federal Passthrough to State
Type of Grant: Competitive
Match Description: Local Cash Match
Match Amount: $ 1,000,000.00
Match Percent/Ratio: 1:1

City Fiscal Year: FY2025
Funder Fiscal Year: FY2025

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

Multifaceted bike park that includes facilities for all biking interests and skill levels including but not limited to mountain bike course, skills park, and pump track spanning 80 acres in an urban setting. Six miles of trails ranging from 36"-48" wide, with gentle slopes, level pull-offs and clearance for larger adaptive bikes.

DEPARTMENT INFORMATION

Implementation Dept: 450- Parks & Rec
User Dept: SELECT

Line of Business: 0245 - Construction, Main. & Beautification
Program: 0245F - Community Forestry
Project Manager: Catherine Mathews
Phone: 575-541-2592
Email: cmathews@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 Account: 4100-40245096-599100-25250 - $1,000,000
Expense Account: 4100-40245096-805000-25250 - $1,000,000
Match Account: 4106-40245016-805000-25250 - $1,000,000 (increase)
Match Source: 4106-40145011-805000 - $1,000,000 (decrease)
Revenue Collected in Advance: 291000

Reimbursable Grant: ☐ **Revenue Collected in Advance:** ☑

Date to Accounting:
Project Number: 25250
Project Created By: JOSIE TREVINO
Set-Up Date: 04/30/2025
Accounting Comments: Changed revenue from 599200 to 599100 as this is a pass thru from the feds- pending Fed grantor or verification of ALN.

New Mexico
Department of Public Safety
Michelle Lujan Grisham
Governor

Jason R. Bowie
Cabinet Secretary

W. Troy Weisler
Chief / Deputy Secretary

Sylvia M. Serna
Deputy Secretary

March 19, 2025

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

Attn: Eric Enriquez and Jeremy Story

Re: Law Enforcement Retention Fund – Notice of Intent to Disburse

Dear Valued Law Enforcement Partner:

DPS is in receipt of the City of Las Cruces request for a disbursement of funds from the Law Enforcement Retention Fund ["LERF"] for the purpose of providing law enforcement retention differential disbursements to the Las Cruces Police Department officers listed on **Exhibit A** and paying the employer tax liability (consisting of payroll taxes outlined in the Federal Insurance Contribution Act for Social Security and Medicare but not any employer contribution for retirement or other benefit plans) related to each law enforcement retention differential disbursement to be paid.

DPS has reviewed the information the Las Cruces Police Department submitted to the DPS as required by NMSA 1978 Section 9-19-14 and the then extant permanent rule NMAC 10.2.4.9 in order to be an agency eligible to receive monies from the LERF. The information submitted appears to substantially comply with that required to be submitted by the statute and the rule.

Based on the information provided by the City of Las Cruces for each officer for whom a request was made, DPS has asked the Secretary of the Department of Finance and Administration ["DFA"] to issue a warrant to the City of Las Cruces in the amount of **$132,545.92.** Of the $132,545.92, $123,126.74 is attributable to the projected retention differential disbursement ["PRDD"] and $9,419.18 if applicable, is attributable to the employer tax liability for Federal Insurance Contribution Act ["FICA"] and/or Medicare.

Since the balance in the LERF is sufficient to pay all PRDDs requested by all eligible law enforcement agencies as well as the employer tax liability for FICA and/or Medicare, attributable to each PRDD requested, no pro rata deduction was applied to the amounts requested.

1. **Acknowledgement:** If you believe the amount that DPS (Department of Public Safety) is advising DFA (Department of Finance and Administration) will be disbursed to your agency for the purpose of paying retention differentials and employer tax liabilities is **correct**, you should:
    - Sign the acknowledgement form.
    - Return the signed form to the provided email address **DPS.LERF@dps.nm.gov** within **15 calendar days** from the date of the notice.

2. **Objections:** If you believe the disbursement amount is **incorrect**, your agency has **15 calendar days** from the date of receiving the notice to submit any objections. You would need to send these objections to the same email: **DPS.LERF@dps.nm.gov**

DPS will review your objections and respond as soon as possible.

Please be advised that disbursement of LERF funds to City of Las Cruces, obligates the City of Las Cruces to the following:

1) Any monies disbursed to for the purpose of paying PRDDs and related tax liability may not be paid to an eligible officer until the date the officer attains eligibility[20];
2) Once an officer attains eligibility, the PRDD should be paid to the officer no later than thirty (30) days following the date the officer attains eligibility. If an officer has attained eligibility, but departs from the agency prior to the disbursement of LERF funds to your agency, the officer shall remain eligible for payment;
3) Tax liability for FICA and Medicare related to the PRDD must be paid in accordance with applicable law;
4) Monies disbursed for the purpose of providing PRDDs to those officers who are projected to, but who have not yet attained eligibility therefore, should be placed in an interest-bearing account;
5) Monthly reporting to DPS on or before the tenth (10^{th}) day of the month following the disbursement of funds to an eligible officer or the non-disbursement of funds to an officer projected to be but ultimately found to be ineligible for a disbursement. The monthly reporting will include the name of the officer, the amount paid or not paid and, if not paid, the reason therefore;
6) Monies disbursed from the LERF which are not paid out as PRDD or taxes by your agency, shall be reported to DPS as not having been paid out, **no later than July 21, 2025.** DPS will provide a reporting template for your use. All funds shall be returned to DPS for redeposit into the LERF **no later than August 21, 2025.**

If you are a **state agency and** have not been contacted by DPS with respect to the detailed SHARE accounting information needed to disburse funds to your agency via operating transfer, please contact Christina Tyson, State Projects Staff Manager, at christina.tyson@dps.nm.gov or 505-629-8865. Disbursement will not occur until DPS has been provided with the detailed account information and financial point-of-contact required.

[20] The officer attains eligibility to receive the PRDD the day following the date on which the officer completes one year more than four, nine, fourteen, nineteen or twenty-plus years of eligible employment.

If you are **not a state agency**, a manual warrant will be issued for the monies to be disbursed to you from the LERF. If you have not already done so, please contact Christina Tyson, State Projects Staff Manager, at christina.tyson@dps.nm.gov or 505-629-8865 to advise her of:

1) The legal name of the entity entitled to receive the LERF funds, e.g., the City of _____, etc.; and
2) The name or job title and preferably, both, and the address of the individual to whose attention the warrant should be addressed for delivery by certified mail, return receipt requested.

Should you have any questions regarding this Notice of Intent to Disburse, please do not hesitate to contact Christina Tyson, State Projects Staff Manager at **DPS.LERF@dps.nm.gov**.

Very truly yours,

Jason R. Bowie
Cabinet Secretary

Cc: Sean Mullen
Leeann Demouche
Ikani Taumoepeau

ACKNOWLEDGEMENT

I hereby swear or affirm under penalty of perjury that I, IKANI TAUMOEPEAU. on behalf of the City of Las Cruces have received this Notice of Intent to Disburse to the City of Las Cruces from the LERF the sum of **$132,545.92.** I understand that of $132,545.92, disbursed, $123,126.74 is attributable to the PRDD and $9,419.18 is attributable to the employer tax liability for Federal Insurance Contribution Act ["FICA"] and/or Medicare. I further acknowledge the obligations placed on the City of Las Cruces as set forth in the Notice of Intent to Disburse with respect to the receipt, handling, further disbursement and return of the monies disbursed from the LERF.

Date: 3/20/25.

IKANI TAUMOEPEAU.
Printed name and job title of individual legally authorized to bind the agency

Signature of individual legally authorized to bind the agency

Contract Number: D20593
Vendor Number: 0000054342
Control Number: C1233321

STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and City of Las Cruces, hereinafter called the "Grantee". This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

WHEREAS, in the Laws of 2023, HB505, Chapter 199, Section 33, Subsection 55 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, in the Laws of 2024, SB246, Chapter 65, Section 75, the Legislature reauthorized or re-appropriated funding, and changed the purpose; and,

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID I4073 NMDOT Control Number C1233321 **$550,000**
APPROPRIATION REVERSION DATE: 6/30/2027
Laws of 2024, Chapter 65, Section 75, Subsection , Five Hundred Fifty Thousand Dollars and No Cents ($550,000), The unexpended balance of the appropriation to the department of transportation in Subsection 55 of Section 33 of Chapter 199 of Laws 2023 to acquire rights of way and to plan, design, construct and improve east Mesa avenue, including pavement replacement in Dona Ana county shall not be expended for the original purpose but is changed to acquire rights of way for and to plan, design, construct and improve roads in the east Mesa area, including pavement replacement, curb and gutter, sidewalks, accessibility and code compliance, drainage, lighting, signage, striping and related infrastructure and utilities, in Las Cruces in Dona Ana county.

The Grantee's total reimbursements shall not exceed Five Hundred Fifty Thousand Dollars and No Cents $550,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars and No Cents ($ 0.00), which equals Five Hundred Fifty Thousand Dollars and No Cents (**$550,000**) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

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[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or
b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Las Cruces
Name: Ikani Taumoepeau
Title: City Manager
Address: P.O. Box 20000, Las Cruces, New Mexico 88004
Email: grants@lascruces.gov
Telephone: 575-541-2078

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation District 1 Office
Name: Debra Hudson
Title: Capital Outlay District Coordinator
Address: 2912 East Pine Street, Deming, NM 88030
Email: DebraA.Hudson@dot.nm.gov
Telephone: 575-640-2779

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2027 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or
(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
(iii) Termination for violation of the terms of this Agreement; or
(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) Twenty (20) days from date of Early Termination; or

(iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded

from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well

as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Las Cruces may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Las Cruces's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Cruces or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Cruces or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Las Cruces may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Las Cruces only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the

SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

City of Las Cruces
Entity Name

By: Ikani Taumoepeau
(Type or Print Name)

Its: City Manager
(Type or Print Title)

4/29/2025
Date

DEPARTMENT OF TRANSPORTATION

Docusigned by:
Mallery Manzanares
83F307B82C81449...
By:

Its: Cabinet Secretary or Designee

04/30/25
Date

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

Docusigned by:
Sundeyet kaur
CBDDE719EE734A2...
By: Aaron Frankland or Designee

Its: Deputy General Counsel

04/30/25
Date

APPROVED AS TO FORM:

Ronald Douglas 4/24/25
City Attorney Date

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City State Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If *Applicable*): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my know ledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance w ith Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law , I hereby certify to the best of my know ledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance w ith Article IX, Sec. 14 of the New Mexico Constitution know n as the "anti donation" clause.

Grantee Fiscal Officer or **Fiscal Agent** (*if applicable*)	**Grantee Representative**
Printed Name	Printed Name
Date: _____	Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer	Date	Division Project Manager	Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____, _____]
FROM: Grantee: [_____]
Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: [_____]
Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]
The Amount of this Notice of Obligation: [_____]
The Total Amount of all Previously Issued Notices of Obligation: [_____]
The Total Amount of all Notices of Obligation to Date: [_____]
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]
Title: [_____]
Signature: [_____]
Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

NMDOT ATTACHMENT A

The City of Las Cruces shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Las Cruces shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

Attachment "C"

RESOLUTION 25-104

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A REAUTHORIZED GRANT AWARD FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT).

The City Council is informed that:

WHEREAS, the City has been offered a grant in the amount of $550,000.00 from the New Mexico Department of Transportation (NMDOT) for the Las Cruces Active Transportation Improvement project (Attachment "A"); and

WHEREAS, a reauthorization of appropriation 23-H3321 was submitted by the City and approved during the 2024 Legislative Session to change the project language from "East Mesa Avenue" to "East Mesa Area Roads"; and

WHEREAS, NMDOT requires a resolution of acceptance by the local governing body before an agreement can become fully executed.

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

(I)

THAT the City will accept the legislative grant award through NMDOT Agreement Control No. C1233321 for $550,000.00 with no match required.

(II)

THAT the City Manager is hereby authorized to execute all necessary contracts and amendments necessary in the accomplishment of the herein above.

(III)

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

DONE AND APPROVED this 17 day of March 2025

Attachment "C"

APPROVED

Mayor

ATTEST:

City Clerk

Moved by: Becki Graham

Seconded by: Becky Corran

AYES Yvonne Flores, Becki Graham, Becky Corran, Cassie McClure, William Mattiace, Eric Enriquez

NAYS

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

April 14, 2025

Ms. Catherine Burr Mathews
Landscape Architect
City of Las Cruces
700 N. Main Street
Las Cruces, New Mexico 88001

RE: Control Number: LC00410

Dear Ms. Burr Mathews:

Enclosed for your files is an original of the fully executed Cooperative Project Agreement for the project referenced above, along with the approved Fed Form and Purchase Order. These documents are your notice to move forward with the work as described in the attached agreement.

Please call Judith Gallardo at (575) 323-4242 for any questions regarding this project. Please refer to the Tribal/Local Public Agency Handbook for any information regarding project processes.

For Federal Reporting purposes please use the following Catalog of Federal Domestic Assistance (CFDA) code: 20.205- Highway Planning & Construction and also the following UEI# J3ZLWA2K1X47 for federal reporting.

If you have any questions concerning the agreement or if I can be of further assistance, please contact me at (505) 795-3663.

Sincerely,

Jacqulynn Hurtado

On behalf of
Kimberly Perry
Deputy Director
Project Oversight Division

Enclosures
CC: Aaron Chavarria, P.E. District 1 Engineer
Judith Gallardo, South Region T/LPA Coordinator

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Docusign Envelope ID: 9EC878E2-A744-4921-942B-CA534D8BD8D8
Docusign Envelope ID: 7B89AE35-7CD2-415B-B2B1-02E5ABD0907E

Contract No.:	D20586
Vendor No.:	**0000054342**
Control No.:	**LC00410**

COOPERATIVE PROJECT AGREEMENT – CONSTRUCTION

The **New Mexico Department of Transportation** (Department), and the City of Las Cruces (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: LC00410 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Construction Work is as follows:

1. **FFY 2022 Rec Trails Prog (RTP) Funds**
   Department's 85.44% share $412,103.56
   Las Cruces Lateral Multi-use trail. Preliminary Engineering and Construction of a multi-use trail. Las Cruces Lateral from University Ave to Int with E. Idaho/S. Main. (Description as per STIP database, this agreement only pertains to the Construction Work portion of Project Control No. LC00410.)
2. **City's matching 14.56% share** $70,227.61
   For the purpose stated above.
3. **FFY 2022 Local Contributions (LOCC) Funds** $106,158
4. **The Total Project Funding for Construction Work** $588,489.17

b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.
c. The Local Agency shall provide all the work, labor, materials and services necessary to perform the Project.
d. The Local Agency is responsible for all Project costs that exceed federal funding.
e. The Local Agency must repay certain federal funding to the Department if:
   1. The Project is cancelled.
   2. An audit determines an overpayment or federal funds were used for ineligible cost items.
   3. The construction of a road on a right-of-way acquisition is not undertaken within twenty (20) years after the fiscal year in which the funds are authorized.
   4. Acquisition of right-of-way or construction of the road for a preliminary engineering project is not undertaken within ten (10) years following the fiscal year in which the project is authorized.

   The Local Agency must repay or establish a repayment plan for the federal funds within forty-five (45) days of notice from the Department.

2. Payment – Reimbursement.
The Department will reimburse the Local Agency upon receipt of reimbursement requests with supporting documentation and certification that costs have been incurred. Reimbursement requests may be submitted monthly or, at a minimum, quarterly. Expenses that are documented and determined to be eligible under 2 CFR Part 200 will be reimbursed based on the Local Agency's required Match. The final Project payment request must be submitted within thirty (30) calendar days of completion of (a) the PS&E package or (b) final payment to the contractor for Construction or Project Work and (c) prior to termination of this Agreement. The Department will not reimburse the Local Agency for costs incurred (a) prior to obligation of federal funding and the effective date of this Agreement; (b) after expiration of this Agreement; or (c) in excess of the federal funding identified in Section 1.

3. Federal, State and Department Requirements.
By entering into this Agreement, the Local Agency certifies and agrees to comply with any applicable Federal and State laws and regulations, and terms and conditions as set forth in:

a. Title 23, U.S. Code Highways and its associated regulations
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Exhibit B.
c. 49 CFR Part 20, Lobbying Certification
d. 49 CFR Part 29, Governmentwide Debarment and Suspension (Non-procurement) and Governmentwide Debarment and Suspension (Grants) and Certification
e. The Department's policies and standards
f. The current Tribal/Local Government Handbook located at: https://www.dot.nm.gov/business-support/project-oversight-division/t-lpa-documents-and-information/
g. The Federal Funding Accountability and Transparency Act (FFATA) and certain contracting requirements in regard to Office of Inspector General Reviews as identified on Exhibit B.

4. Term.
This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page. This Agreement terminates on **3/31/2027**. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. The Region or District will then have two weeks to submit to Project Oversight Division to ensure timely processing of an Amendment.

5. Termination.
The Department may terminate this agreement and request repayment under Section 1e above for the following reasons:

a. Failure to timely contract: The Local Agency, under a Design Agreement, must enter into a written agreement with an engineering consultant within three (3) months from the effective date this Agreement.
b. Inactivity: If there is no Project expenditures for twelve (12) consecutive months.
c. Failure to comply: If the Local Agency fails to comply with any provision of this Agreement.
d. Local Agency's Request: The Local Agency may seek termination in writing to the Department, which will be fully considered.

6. Third Party Beneficiary.
This Agreement does not confirm any rights or remedies on anyone other than the Department and the Local Agency. The Department is not a party to any agreement between the Local Agency and a Project contractor at any tier.

Construction Liaison Engineer
Kimberley Fetherlin
T/LPA Construction Liaison Engineer
New Mexico Department of Transportation
750 N. Solano
Las Cruces, NM 88001
Office: (575) 635-9846
E-mail: Kimberley.Fetherlin@dot.nm.gov

Local Agency
Catherine Burr Mathews
Landscape Architect/Parks & Recreation/Park Planning & Construction
City of Las Cruces
700 N. Main Street
Las Cruces, New Mexico 88001
Office: 575-541-2592
E-mail: cmathews@lascruces.gov

Local Agency
Gabriela M. Prats
Grant Manager
City of Las Cruces
700 N. Main Street
Las Cruces, New Mexico 88001
Office: 575-541-2430
E-mail: gprats@lascruces.gov

12. Amendment.
The terms of this Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Ricky Serna 5910E8A6255842F... Date: 04/10/25
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: DocuSigned by: Sundeyet kaur CBDDF719FE734A2... Date: 01/29/25
Assistant General Counsel

CITY OF LAS CRUCES

By: Date: 3/10/25.
City Manager

ATTEST

By: Christine Rivera Date: 3/11/25
CITY OF LAS CRUCES Clerk

Approved as to form and legal sufficiency by the City's Attorney

By: For Brad Day Date: 3/6/25
CITY OF LAS CRUCES Attorney

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	**City of Las Cruces**
(ii) Public Entity's unique entity identifier (UEI);	**J3ZLWA2K1X47**
(iii) Federal Award Identification Number (FAIN);	**Please see approved Federal Highway form.**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**Please see date on approved Federal Highway form.**
(v) Cooperative Project Agreement (Construction) Period of Performance Start and End Date;	**Start date: Please see date on approved Federal Highway form thru End Date: 3/31/2027.**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$412,103.56**
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**Las Cruces Lateral Multi-use trail. Preliminary Engineering and Construction of a multi-use trail. Las Cruces Lateral from University Ave to Int with E. Idaho/S. Main.**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name;	**20.205- Highway Planning & Construction**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

EXHIBIT B

Uniform Administrative Requirements and Audit
2 CFR § 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, applies to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. 2 CFR § 200 is formally OMB Circular A-133. Any non-profit organization, institution of higher education, or local government spending more than $750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. The Department defines the 12-month period as July 1 to June 30.

Federal Funding Accountability and Transparency Act (FFATA).
The FFATA requires full disclosure to the public of all entities or organizations receiving federal funds. Central to this law is www.USASpending.gov, a publicly available website with searchable information on each federal grant and contract over $25,000. In addition, the Federal Subaward Reporting System (FSRS), www.FSRS.gov, was developed for reporting on executive compensation and first-tier subawards. The Local Agency is required to register with the US Contractor Registration (System for Award Management [SAM] System) and get a Unique Entity Identifier (UEI) number. The Local Agency is responsible for providing their executive compensation and subaward information to the Department for entry into FSRS.gov. The Department is responsible for providing award information to USASpending. The type of information reported includes:

- Name of Local Agency receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Local Agency, including the Congressional District
- Place of performance of the program or activity, including the Congressional District
- UEI number of the Local Agency and its parent organization if one exists
- Total compensation – If the Local Agency in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds $25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code, then the names of the top five executives of the Local Agency are also required to comply with the FFATA.
- The Department will extract as much information as possible from the Local Agency's grant application and standard reports.

Office of Inspector General Review
The Local Agency, when procuring services, shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally funded project:

1. **Inspector General Reviews**: Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the New Mexico Department of Transportation or the agency concerned.

2. **Access of Offices of Inspector General to Certain Records and Employees**: With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the Inspector General Act of 1978, 1,5 USC App. 3 and specifically § 8G, 5 USC App. 3 (2014) is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions. In addition, the Local Agency should do the following:
   a. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract
   b. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or Local Agency administering the contract, regarding such transactions

   Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General. The Department's Office of Inspector General (OIG) has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: OIG, 23 USC § 302 (1998) (the capability to carry out the duties required by law); 23 USC § 112(2) (2012) (contracting for engineering and design services); the review of Federal-aid construction contract.

docusign

Certificate Of Completion

Envelope Id: 73A9AE35-7CD2-415B-B2B1-02E5ABD0907E
Subject: LC00410_Construction Agreement
Source Envelope:
Document Pages: 9
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Signatures: 1
Initials: 0

Status: Completed

Envelope Originator:
Alexander Martinez
1120 Cerrillos Rd.
Santa Fe, NM 87505
Alexander.Martinez@dot.nm.gov
IP Address: 164.64.74.20

Record Tracking

Status: Original
1/27/2025 2:35:39 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Alexander Martinez
Alexander.Martinez@dot.nm.gov
Pool: StateLocal
Pool: Department of Transportation

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Sunderjeet Kaur Sunderjeet.Kaur@dot.nm.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Sunderjeet Kaur CBDDF719FE734A2...	Sent: 1/27/2025 2:38:27 PM Viewed: 1/29/2025 8:15:30 AM Signed: 1/29/2025 9:41:35 AM
	Signature Adoption: Pre-selected Style Using IP Address: 164.64.74.20	

Electronic Record and Signature Disclosure:
Accepted: 7/25/2024 7:55:24 AM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jacqulynn Hurtado Jacqulynn.Hurtado@dot.nm.gov Line Manager II NMDOT Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/27/2025 2:38:28 PM

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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/27/2025 2:38:28 PM
Certified Delivered	Security Checked	1/29/2025 8:15:30 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	1/29/2025 9:41:35 AM
Completed	Security Checked	1/29/2025 9:41:35 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, New Mexico Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact New Mexico Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: Daniel.Garcia@doit.nm.gov

To advise New Mexico Department of Transportation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at Daniel.Garcia@doit.nm.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from New Mexico Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to Daniel.Garcia@doit.nm.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with New Mexico Department of Transportation

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to Daniel.Garcia@doit.nm.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify New Mexico Department of Transportation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by New Mexico Department of Transportation during the course of your relationship with New Mexico Department of Transportation.

CITY OF LAS CRUCES

MEMORANDUM

To: Ikani Taumoepeau, City Manager

From: Catherine Burr Mathews, Landscape Architect **Initials:** CM

Date: November 14, 2024 **File #:** P-24-316

Subject: Agreement Request Form – CN LC00410

The purpose of this memo is to obtain signature for a new Recreation Trails Program (RTP) grant agreement. This new agreement will ensure successful implementation of this trail project including construction of the project and completion of the work through construction and closeout.

The project is delayed due to numerous attempts to receive a responsive bid for the construction project. The funder, the New Mexico Department of Transportation (NMDOT) is aware of the issues, the bid attempts, and the recommendations to re-bid. The expiration date for the original RTP grant agreement (LC00410 Las Cruces Lateral Trail) was 11/1/2024. While an extension to this agreement was requested by the City, the New Mexico Department of Transportation rejected the extension and recommended a new Agreement Request Form (ARF), attached for your consideration and signature.

This shovel-ready project is fully designed and is ready for bidding and construction. Upon completion of a successful bidding process, this project is estimated to take 18 months for construction and closeout.

The City Manager is the Tribal / Local Public Agency (T/LPA) Authorized Signature for the City of Las Cruces. With this memo, I request the City Manager signature on the ARF for a new agreement as the T/LPA Authorized Signature.

Attachment:

- Agreement Request Packet
  - Letter to NMDOT
  - Las Cruces Lateral Construction Timeline
  - Cost Estimates
  - ARF Packet
  - Agreement Request Form Procedures

cc: Katherine Harrison Rogers, P&C Administrator **Initials:** KHR
cc: Steven Bingham, Director **Initials:** SB
cc: J.C. Borrego, Assistant City Manager **Initials:** JCB

Docusign Envelope ID: 9EC878E2-A744-4921-942B-CA534D8BD8D8

Attachment "D"

November 12, 2024

City of Las Cruces

Judith Gallardo, PE
NMDOT South Region Design
750 N Solano Dr
Las Cruces, NM 88001

Subject: Agreement Request – CN LC00410

Dear Ms. Gallardo,

The above reference project site is in Las Cruces, New Mexico, NMDOT District One. The project is in the approved STIP for Fiscal Year 2022.

The project has been bid four (4) times without successfully identifying a responsive contractor. The City plans to readvertise the project for bidding, upon authorization of the agreement and review of construction documents, to select a responsive contractor and complete the construction and construction management by December 31, 2026. Closeout tasks are estimated to be complete by March 31, 2027. The attached timeline outlines the proposed schedule for the agreement process, document review tasks, bidding phase, construction/construction management phase, and closeout phase.

If you have any questions or comments, please do not hesitate to contact me at 575-541-2592 or at cmathews@lascruces.gov.

Sincerely,

Catherine Burr Mathews, PLA
City of Las Cruces, Parks & Recreation Department

cc: Steven Bingham, Director, Parks & Recreation Department
Katherine Harrison-Rogers, Planning & Construction Administrator, Parks & Recreation Department
Carl Vermillion, Bohannan Huston, Inc.

AN EQUAL OPPORTUNITY EMPLOYER

Las Cruces Lateral Trail - Construction Timeline

Task/Phase	Start	Finish
Agreement Application	12/2/2024	2/24/2025
Notification of Agreement (anticipated)	2/27/2025	
Agreement Acceptance by City Council	2/27/2025	4/21/2025
City Manager Signature on Agreement Document	4/21/2025	5/2/2025
NMDOT Signature on Agreement Document	5/5/2025	5/30/2025
Construction Document Review by CLC Purchasing and NMDOT	6/2/2025	6/27/2025
Bidding Phase	6/27/2025	8/14/2025
Bid Tabulation and Review	8/15/2025	9/12/2025
Construction Contract Signature	9/15/2025	10/10/2025
Construction Phase (165 + 125 Working Days)	10/14/2025	12/15/2026
Closeout Phase	12/16/2026	3/31/2027

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Form No. A-1343
Rev. 5/24
POD

New Mexico Department of Transportation
Agreement Request Form(ARF)

Control No.: LC00410

T/LPA Contact Information:

Procurement Vehicle: New Agreement

T/LPA Name: City of Las Cruces

Address: 700 N Main St
Las Cruces NM 88001

Unique Entity Identifier(UEI): J3ZLWA2K1X47.

Person in Responsible Charge: Catherine Burr Mathews

-Person in Responsible Charge- A full-time, public employee of the T/LPA qualified to ensure that the work delivered is complete, accurate, and consistent with the terms, conditions, and specifications of the Cooperative Agreement. The Person in Responsible Charge should be a high-level staff Person rather than an elected official.

Title: Landscape Architect

Phone: 575-541-2592

Email: cmathews@lascruces.gov

Signature Page Titles: 1 City Manager 2 _____ 3 _____

Project Data:

Phase/ Phases of Work: Construction | Construction Management | <Select Phase of Work>

Termination Date: 3/31/2027 Ex. 01/01/2024

-Termination Date is the period of time which the T/LPA is expected to complete all activities described in the ARF, by phase, and to expend all funds. The closeout process and associated tasks(invoicing and supporting docs) should be included in the timeline and be based off of the total time needed start to finish. To support your temination date above please include a graphical project timeline with the submittal of this ARF.

For POD use only:
Period of Performance Date: Start Date: 8/29/2022 End Date: _____

- Period of Performance Date means the time during which a recipient or sub recipient may incur new obligations to carry out the work authorized under an award or sub award, respectively.

Project Funding:

Attach your Current STIP Detail Page as verification of funding. Please make sure all funding needed for the project phase has been identified and that there are no funds that still need to be added.

Comments: _____

Approvals:

By signing this ARF, signee is validating that the funding, and period of performance dates are both Accurate and Feasible. Ensure that the period of performance + applicable close out time will be entered into Federal Highway Administration(FHWA)'s Financial System(FMIS) as mandated per 2 CFR 2100.309.

T/LPA Authorized Signature _____ Date 11/24/24

DocuSigned by:
Region T/LPA Authorized Signature _____ Date 12/06/24

DocuSigned by:
District T/LPA Authorized Signature _____ Date 12/06/24

DocuSigned by:
CLE T/LPA Authorized Signature Kimberley Fetherlin _____ Date 12/06/24
352F8DF1AAA94F3...

POD T/LPA Manager Signature Jacqulynn Hurtado Date 1/10/24

Project Overview | Funding History | Amendment History

Control #	LC00410	*Region/TIP*	MVM 22-10.1	*Local ID*	*Total Cost* $698,238
Lead Agency	City of Las Cruces	*Contact*	Judith Gallardo	*District* 1	*County* Dona Ana
Project Type	Bicycle and Pedestrian (28)	*Air Quality*		*TCM*	*Construction* 2022 Start
Title	Las Cruces Lateral Multi-use trail				
Limits	Las Cruces Lateral from University Ave to Int with E. Idaho/S. Main				
Description	T/LPA Preliminary Engineering and Construction of a multi-use trail				
Production Date		*Letting Date*			

Phase	Fund Source	Prior FFY	FFY2022	FFY2023	FFY2024	FFY2025	Future FFY	Total
PE	LOCAL GENERAL FUNDS (LGF)	$15,783	-	-	-	-	-	$15,783
PE	REC TRAILS PROG (RTP)	$92,617	-	-	-	-	-	$92,617
	Total Preliminary Engineering	$108,400	-	-	-	-	-	$108,400
CON	LOCAL CONTRIBUTIONS (LOCC)	-	$106,158	-	-	-	-	$106,158
CON	LOCAL GENERAL FUNDS (LGF)	-	$68,968	-	-	-	-	$68,968
CON	REC TRAILS PROG (RTP)	-	$404,712	-	-	-	-	$404,712
	Total Construction	-	$579,838	-	-	-	-	$579,838
ENG/CE	LOCAL GENERAL FUNDS (LGF)	-	$1,456	-	-	-	-	$1,456
ENG/CE	REC TRAILS PROG (RTP)	-	$8,544	-	-	-	-	$8,544
	Total ENG/CE	-	$10,000	-	-	-	-	$10,000
	Total Programmed	**$108,400**	**$589,838**	-	-	-	-	**$698,238**

Map Coming Soon

Office of the Governor

NMDOT Headquarters
1120 Cerrillos Road
Santa Fe, NM 87504-1149
Telephone: (505) 827-5100
Fax: (505) 827-5469

NEW MEXICO.GOV
THE LAND OF ENCHANTMENT
NewMexico.Gov

CN LC00410 - Base Bid

NUMBER	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
201000	CLEARING AND GRUBBING	LS	LS	$ 13,000.00	$ 13,000.00
203000	UNCLASSIFIED EXCAVATION	C.Y.	300	$ 8.69	$ 2,607.00
203211	UNSTABLE SUBGRADE STABILIZATION	S.Y.	165	$ 17.80	$ 2,937.33
207000	SUBGRADE PREPARATION	S.Y.	3150	$ 2.63	$ 8,290.80
303000	BASE COURSE	TON	590	$ 27.58	$ 16,272.79
408100	PRIME COAT	TON	5	$ 628.00	$ 3,140.00
417000	MISCELLANEOUS PAVING	S.Y.	2520	$ 18.40	$ 46,368.00
511000	STRUCTURAL CONCRETE, CLASS A	C.Y.	70	$ 1,397.10	$ 97,797.00
540060	REINFORCING BARS GRADE 60	LB	6500	$ 2.24	$ 14,534.00
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	LS	$ 4,400.00	$ 4,400.00
608004	CONCRETE SIDEWALK 4"	S.Y	50	$ 90.41	$ 4,520.25
608106	DRIVE PAD 6"	S.Y.	4	$ 121.36	$ 485.43
608404	CONC MED PVMT 4" (COLORD&PATN)	C.Y.	7	$ 130.90	$ 916.30
609424	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6" X 24	L.F.	180	$ 39.13	$ 7,043.94
618000	TRAFFIC CONTROL MANAGEMENT	LS	LS	$ 2,782.00	$ 2,782.00
621000	MOBILIZATION	LS	LS	$ 8,333.00	$ 8,333.00
701000	PANEL SIGNS	S.F.	45	$ 29.58	$ 1,330.97
701100	STEEL/BASE POST FOR ALUMINUM PANEL SIGNS	L.F.	165	$ 13.91	$ 2,295.48
702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	LS	$ 14,102.00	$ 14,102.00
704004	RETROREFLECTORIZED PAINTED MARKINGS 12"	L.F.	120	$ 4.47	$ 536.64
704005	RETROREFLECTORIZED PAINTED MARKINGS 24"	L.F.	1140	$ 7.09	$ 8,076.90
801000	CONSTRUCTION STAKING BY THE CONTRACTOR	LS	LS	$ 4,600.00	$ 4,600.00
802000	POST CONSTRUCTION PLANS	LS	LS	$ 2,773.52	$ 2,773.52
				SUB-TOTAL	$ 267,143.35
	Construction Management (35%)				$ 93,500.17
	QC & IA Testing (10%)				$ 26,714.33
				SUB-TOTAL	$ 387,357.85
				NMGRT 8.1875%	$ 31,714.92
				TOTAL	$ 419,072.78

CN LC00410 - Additive Alternate

NUMBER	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
201000	CLEARING AND GRUBBING	LS	LS	$ 4,400.00	$ 4,400.00
203000	UNCLASSIFIED EXCAVATION	C.Y.	240	$ 8.69	$ 2,085.60
203211	UNSTABLE SUBGRADE STABILIZATION	S.Y.	130	$ 17.80	$ 2,314.26
207000	SUBGRADE PREPARATION	S.Y.	3290	$ 2.63	$ 8,659.28
303000	BASE COURSE	TON	620	$ 27.58	$ 17,100.22
408100	PRIME COAT	TON	6	$ 628.00	$ 3,768.00
417000	MISCELLANEOUS PAVING	S.Y.	2640	$ 18.40	$ 48,576.00
607251	REMOVE AND RESET GATE	EACH	2	$ 593.00	$ 1,186.00
618000	TRAFFIC CONTROL MANAGEMENT	LS	LS	$ 886.13	$ 886.13
621000	MOBILIZATION	LS	LS	$ 1,772.27	$ 1,772.27
667500	BOLLARD	EACH	6	$ 320.00	$ 1,920.00
701000	PANEL SIGNS	S.F.	5	$ 29.58	$ 147.89
701100	STEEL/BASE POST FOR ALUMINUM PANEL SIGNS	L.F.	45	$ 13.91	$ 626.04
702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	LS	$ 2,220.00	$ 2,220.00
704004	RETROREFLECTORIZED PAINTED MARKINGS 12"	L.F.	120	$ 4.47	$ 536.64
704005	RETROREFLECTORIZED PAINTED MARKINGS 24"	L.F.	510	$ 7.09	$ 3,613.35
801000	CONSTRUCTION STAKING BY THE CONTRACTOR	LS	LS	$ 1,780.00	$ 1,780.00
802000	POST CONSTRUCTION PLANS	LS	LS	$ 890.00	$ 890.00
				SUB-TOTAL	$ 102,481.67
	Construction Management (35%)				$ 35,868.59
	QC & IA Testing (10%)				$ 10,248.17
				SUB-TOTAL	$ 148,598.43
				NMGRT 8.1875%	$ 12,166.50
				TOTAL	$ 160,764.92

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Form No. A-1343
Rev. 3/24
POD

Agreement Request Form Procedures:

Step 1: Control Number

Fill out the Control Number that you are requesting the agreement for.

Step 2: Procurement Vehicle

Select which procurement vehicle is being requested. * Please note: if agreement has expired, a new agreement will need to be selected and drafted. If amending please indicate what amendment # you need.

Step 3: T/LPA Contact Information:

The T/LPA will enter the name, address and also identify the UEI number that has been registered for the local entity. Person in Responsible Charge will also need to be identified for the project.

Step 4: Signature Page Titles:

In order to prepare for the T/LPAs signature process we have included up to 3 lines so you can add the titles of the signee(s) based on your internal signature process. For Ex. Mayor, City Clerk and City Attorney. **Supplemental pages no longer accepted**

Step 5: Phase of Work Selection

Select from drop down menu what phase of work 'you are currently requesting. **Please note:** Three phases can be selected at a time.

Step 6: Termination Date

Please fill in the date of when the work will be completed on the project Please also include close out time on the project which includes gathering and submitting all supporting documents as well as sending

Step 7: Project Funding

Please login to E-STIP which can be found on the following website: https://estip.dot.state.nm.us/ and print the most current STIP detail page. Please ensure that all funding has been programmed in E-STIP and that it matches(to include Capital Outlay, LGRF, Local bond funds, and any other funding allocated during a legislative session.

Please Note: in the comments section all local or state funding sources will need to be listed. Supporting agreements, allocations, and governing body resolutions will need to be submitted. If funding is not programmed correctly the ARF will be rejected until corrections can be made.

Step 8: Signature approvals

All signatures are needed from all parties for both new agreement requests and all amendments.

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Certificate Of Completion

Envelope Id: 9EC878E2-A744-4921-942B-CA534D8BD8D8
Status: Completed
Subject: Complete with Docusign: LC00410_Construction Agreement.pdf
Source Envelope:
Document Pages: 21
Signatures: 1
Certificate Pages: 1
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Alexis Perry-Vigil
1120 Cerrillos Rd.
Santa Fe, NM 87505
Alexis.Perry@dot.nm.gov
IP Address: 164.64.74.20

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Pool: Department of Transportation
Location: Docusign

Signer Events	Signature	Timestamp
Ricky Serna Ricky.Serna@dot.nm.gov Cabinet Secretary NMDOT Security Level: Email, Account Authentication (None)	DocuSigned by: Ricky Serna 5910E8A6255842F... Signature Adoption: Pre-selected Style Using IP Address: 216.147.126.81	Sent: 4/9/2025 11:03:22 AM Viewed: 4/10/2025 8:28:02 PM Signed: 4/10/2025 8:28:13 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/9/2025 11:03:22 AM
Certified Delivered	Security Checked	4/10/2025 8:28:02 PM
Signing Complete	Security Checked	4/10/2025 8:28:13 PM
Completed	Security Checked	4/10/2025 8:28:13 PM

Payment Events	Status	Timestamps

Outdoor Recreation Division
Outdoor Recreation Trails+ Grant

STATE OF NEW MEXICO
ECONOMIC DEVELOPMENT DEPARTMENT
GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into by and between the State of New Mexico **Economic Development Department**, hereinafter referred to as the DEPARTMENT, acting through its Cabinet Secretary or designee, hereinafter referred to as the SECRETARY, and **City of Las Cruces** hereinafter referred to as the GRANTEE.

WHEREAS, the New Mexico Economic Development Department has established the Outdoor Recreation Trails+ Grant to invest in projects that enhance and protect communities' outdoor recreation opportunities. The Outdoor Recreation Trails+ Grant will award grants of up to either $99,999 or $500,000 of $1,000,000, depending on the Tier of award, to nonprofits, tribal, local, and regional governments, and other eligible entities with the purpose of improving access to outdoor recreation within a community, while simultaneously bolstering the outdoor recreation economy in New Mexico.

WHEREAS, the Outdoor Recreation Trails+ Grant encourages and supports New Mexico nonprofits, tribal, local, and regional governments, and other eligible entities to create and/or expand outdoor recreation access and economies throughout the state.

WHEREAS, the assistance provided by this initiative will enhance and protect communities' outdoor recreation opportunities and grow the outdoor economy as a result. The DEPARTMENT has allocated **$1,000,000.00** to the GRANTEE.

NOW, THEREFORE:

ARTICLE I – SCOPE OF WORK

A. The GRANTEE agrees that it will implement, in all respects, the activities outlined in the Grantee's proposal, as outlined in the Submittable grant application, as approved and awarded by the DEPARTMENT, and noted in Attachment A. The GRANTEE shall provide all the necessary qualified personnel, materials, and facilities to implement the activities described herein, other than those acquired with funds from this grant.

B. The GRANTEE agrees to make no material change in the Project Description herein described without first submitting a written request to the DEPARTMENT and obtaining the DEPARTMENT'S written approval of the proposed change.

C. The GRANTEE agrees that funds distributed under this Agreement shall not be used for purposes other than those specified in the Submittable grant application. Any funds found to be expended for non-permitted purposes shall be repaid to the DEPARTMENT. Unauthorized use of

grant funds may also subject the Grantee to penalties as permitted by state or federal law.

ARTICLE II- LENGTH OF AGREEMENT

A. This Agreement shall not become effective until approved by the Department of Finance and Administration, and shall terminate on or before **24 months after signing of the grant agreement.**

B. In the event that, due to unforeseen circumstances, it becomes apparent that the work under this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II, the GRANTEE shall notify the DEPARTMENT in writing at least thirty (30) days prior to the termination date of this Agreement. GRANTEE and the DEPARTMENT shall review the work accomplished and shall determine whether to amend this Grant Agreement to provide additional time for completion.

ARTICLE III – PROJECT DELIVERABLES

A. **Due Date for GRANTEE to Sign/Return Grant Agreement Copies** – The GRANTEE will receive a copy of grant agreement electronically and shall be required to sign, and return electronically document to the DEPARTMENT by the date specified. Failure by the GRANTEE to sign and return the grant agreement copies by the required due date may result in forfeiture of the grant award.

B. **Due Date for GRANTEE to Submit Invoice for Payment to DEPARTMENT** The DEPARTMENT will notify the GRANTEE when the grant agreement has been fully executed which shall not be unreasonably delayed. The executed Grant Agreement will be sent to GRANTEE with an invitation to invoice for the full amount of the award. The invoice should be submitted to the DEPARTMENT by the date specified. The funds must be expended in accordance with the budget breakdown specified on the attached Exhibit A. Failure by the GRANTEE to submit the invoice by the required due date may result in forfeiture of the grant award.

C. **Status Updates**
The GRANTEE will provide the DEPARTMENT with a status update at the halfway point (Progress Report). The DEPARTMENT will provide a template for this report. These updates will include information about progress on deliverables, financial reporting and other information as requested.

The GRANTEE is expected to accommodate in-person site visits by the DEPARTMENT throughout the length of the grant.

D. **Final Report**

Upon completion of the Scope of Work, GRANTEE will submit a final report to the DEPARTMENT. Final reports must be received within 30 days of **24 months after signing of the grant agreement.** A template for this report and specifics about the information to be included will be sent to all grantees electronically. Failure to submit this report by the requested deadline may make the Grantee ineligible for future funding from this program. Final Report will include documentation to support the costs and outcomes identified in the scope of work.

ARTICLE IV – CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of the GRANTEE'S award, 100 percent the total awarded funds will be paid upon the start date of the grant. The DEPARTMENT shall pay to the GRANTEE a sum not to exceed **$1,000,000.00.** The funds are to be expended in accordance with the budget breakdown as specified in the Submittable grant application. It is understood and agreed that the GRANTEE'S expenditure of these monies shall not deviate materially from the line items of said budget without the prior written approval of the DEPARTMENT.

B. It is understood and agreed that should any portion of the funds approved and paid hereunder by the DEPARTMENT to the GRANTEE for the purpose designated herein that remain unexpended after all conditions of this Agreement have been satisfied shall revert to the DEPARTMENT for disposition.

ARTICLE V – SUSPENSION, TERMINATION AND MODIFICATION

A. The DEPARTMENT, by written notice to the GRANTEE, shall have the right to suspend or terminate this Grant Agreement at any time in the judgment of the DEPARTMENT, which judgment shall be final and shall be accepted by Grantee, if the terms of this Agreement have been materially violated or the activities described in the project description have not progressed satisfactorily in the Department's reasonable discretion. In this regard, the DEPARTMENT may demand repayment of all or part of the funds disbursed to the GRANTEE.

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

ARTICLE VI – CERTIFICATION

The GRANTEE hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of state funds. Also, the GRANTEE gives assurances and certifies with respect to this Grant Agreement that:

A. It will comply with the procedures, requirements and deadlines outlined in the Outdoor Recreation Division Outdoor Recreation Trails+ Grant for FY25, and it understands that failure to do so may result in forfeiture of the grant award and permanent disqualification from the Outdoor Recreation Trails+ Grant program.

B. It possesses legal authority to accept funds and execute this Grant Agreement;

C. Its chief executive officer or other officer of the GRANTEE is authorized to approve this Agreement and further consents on behalf of the GRANTEE that any disputes which arise hereunder are subject to the exclusive jurisdiction of New Mexico state district courts. Venue for any such dispute will lie in the First Judicial District court.

D. Grantee will give an authorized representative of the DEPARTMENT access to and the right to examine all records, books, papers, or documents of the Grantee related to this Grant Agreement. The DEPARTMENT agrees to keep and maintain all such information strictly confidential. All records connected with this Agreement will be maintained in a central location by the DEPARTMENT and will be maintained for a period of seven (7) years from the official date of close-out of this Agreement.

E. The GRANTEE certifies, to the best of its knowledge and belief, no State or any other funds have been paid or will be paid, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any State grant, contract, loan or cooperative agreement. The GRANTEE shall require certifying language prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that such subrecipients shall so certify and disclose accordingly.

F. It will comply with all other applicable Federal and State laws, regulations, requirements and policies.

G. It will finance its share (if any) of the costs of the project, including all project overruns.

ARTICLE VII – RETENTION OF RECORDS

The GRANTEE shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the DEPARTMENT shall prescribe. Such records shall be preserved for a period of not less than seven (7) years subsequent to the date of project close-out.

ARTICLE VIII – SPECIAL TERMS AND CONDITIONS

The GRANTEE and DEPARTMENT hereby designate the persons listed below as the official DEPARTMENT Representative responsible for overall supervision of the approved project.

Name: Carl Colonius
Entity: New Mexico Economic Development Department, Outdoor Recreation Division
Phone: 505.570.7846
Email: Carl.Colonius@edd.nm.gov

ARTICLE IX – OTHER SPECIAL TERMS AND CONDITIONS

A. GRANTEE is aware of all limitations on the use of this Grant and agrees to abide by those Grant restrictions without deviation therefrom.

B. If deliverables include the creation of jobs; GRANTEE shall provide the DEPARTMENT with a copy of all information reported to the New Mexico Department of Workforce Solutions which proves such job creation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

ACCEPTED AND AGREED:

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By: Karina Armijo
Department Cabinet Secretary / Designee

Date: 4/2/2025

ACCEPTED AND AGREED:

GRANTEE

By:
GRANTEE

Date: 3/31/25

APPROVED AS TO FORM:

For Brad Douglas
City Attorney

3/25/2025
Date

ATTACHMENT A

SCOPE OF WORK AND BUDGET FROM SUBMITTABLE

The City of Las Cruces is seeking to diversify its parks and recreation opportunities and provide southern New Mexico with a unique, exciting, and multifaceted bike park that includes facilities for all biking interests and skill levels including, but not limited to, mountain bike course, skills park, and pump track. Spanning 80 acres in an urban setting, the six miles of trails will range from 36 to 48 inches wide, with gentle slopes, level pull-offs for rest, and adequate clearance for larger adaptive bikes.

Description	Est. Qty.	Units	Total Cost	GRANT REQUEST	PIF / CLC*	Other Funding Sources**
CONSULTANTATION & FEASIBILITY SERVICES	1	LS	$292,320.00	$ 146,160	$ -	$ 146,160
MASTER PLAN SERVICES	1	LS	$292,320.00	$ 146,160	$ 50,000	$ 96,160
BUILD PLAN / ARCHITECT AND ENGINEER SERVICES	1	LS	$292,320.00	$ 146,160	$ 73,080	$ 73,080
CONSTRUCTION DOCUMENT SERVICES	1	LS	$292,320.00	$ 146,160	$ 73,080	$ 73,080
Design Subtotal			**$1,169,280.00**	**$ 584,640**	**$ 196,160**	**$ 388,480**
BIKE TRAILS		LS	$338,000.00	$ 169,000		$ 169,000
GRADING						
ARMORING						
REST AREAS (BENCHES, SHADE, SIGNAGE)			$115,000.00	$ 57,500		$ 57,500
FENCING, BOULDERS, ACCESS CONTROL						
SOIL STABILIZER						
BRIDGES AND JUMPS						
Bike Trails Subtotal			**$453,000.00**	**$ 226,500**	**$ -**	**$ 226,500**
PUMP TRACK		LS	$281,000.00	$ 114,250	$ -	$ 166,750
GRADING						
FEATURES						
REST AREAS (BENCHES, SHADE, SIGNAGE)			$115,000.00			$ 115,000
Pump Track Subtotal			**$396,000.00**	**$ 114,250**	**$ -**	**$ 281,750**
KID'S SKILLS TRACK		LS	$203,000.00	$ -	$ -	$ 203,000
GRADING						
FEATURES						
REST AREA (BENCHES, SHADE, SIGNAGE)			$115,000.00	$ -	$ -	$ 115,000
Skills Track Subtotal			**$318,000.00**	**$ -**	**$ -**	**$ 318,000**
INFRASTRUCTURE		LS				
RESTROOM (BIKE RACKS, SEATING, PATIO FOR WAITING, BOTTLE FILLER, SHADE STRUCTURE,			$866,000.00	$ -	$ -	$ 866,000
PARKING LOT			$944,000.00	$ -	$ -	$ 944,000
TRAILHEAD (ACCESSIBLE WALKWAYS, BOTTLE FILLER, LIGHTING, PICNIC SHELTERS WITH TABLES, BENCHES, TRASH RECEPTACLES, LANDSCAPE AND IRRIGATION IMPROVEMENTS, ACCESS CONTROL, SEAT WALLS)			$562,000.00	$ -	$ -	$ 562,000
WAYFINDING			$115,000.00	$ -	$ -	$ 115,000
Picnic Areas Subtotal			**$2,487,000.00**	**$ -**	**$ -**	**$ 2,487,000**
CONTINGENCY		LS	$730,800.00	$ -	$ 730,000	$ -
Project Total			**$5,554,080**	**$925,390**	**$926,160**	**$3,701,730**
NMGRT - 8.0625%			**$447,798**	**$74,610**	**$74,672**	**$298,452**
TOTAL PROJECT COST			**$6,001,878**	**$1,000,000**	**$1,000,832**	**$4,000,182**

25-149

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

City Council Action and Executive Summary

District:	**☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A**		
1st Reading:		**Adopted:**	June 2, 2025
Drafter:	Katherine Harrison-Rogers	**Department:**	Parks & Rec
Program:	Planning & Construction	**Line of Business:**	Office of the Director & Special Projects

Title:	**A RESOLUTION APPROVING UPDATES TO THE PARK DEVELOPMENT FEES, LAND USE ASSUMPTIONS, AND PARK CAPITAL IMPROVEMENTS PLAN AND REPEALING RESOLUTION 20-002.**

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

PURPOSE(S) OF ACTION:
To update Park Impact Fees, Land Use Assumptions, and Park Capital Improvement Plan

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The Las Cruces Municipal Code (LCMC) Chapter 33 outlines the establishment of and process by which to collect and spend development impact fees. The City has established development impact fees for Parks, Public Safety, and Utilities. Section 33-24 requires the periodic update of land use assumptions and the capital improvement plan every five years. Section 33-32 also requires that the City update development impact fees or determine that no update is needed at least every five years.

Development impact fee, also known as park impact fee (PIF), is a charge or assessment imposed by the city on new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. Land use assumptions (LUA) includes a description of the service area and projections of changes in land uses, densities, intensities and population in the service area over at least a five-year period. In the context of the Development Impact Fee Ordinance (LCMC Chapter 33), Capital Improvements Plan (CIP) means a plan that identifies capital improvements or facility expansion for which impact fees may be assessed. This is not the City's Budgeted CIP, rather this part of the study identifies the improvement types included in the fee calculation for which collected fees can be expended (i.e. outdoor aquatics), the existing level of service per 1,000 people related to these facility types, and a cost analysis of these facility types, among other factors.

The last analysis of the City's Park Impact Fees (PIF) and the LUA coincided with the Parks and Recreation Master Plan adopted July 1, 2019. During that time City Council Resolution 20-002 determined no updates to the LUA, PIF, or CIP were needed, retaining the $2600 per unit PIF. Further, an extension to these, not to exceed a date of June 30, 2025, was also adopted by City Council Resolution 25-037. The purpose of this extension was to remain in compliance with the municipal code's five-year review requirement. The delay in the five-year analysis was due to a parallel update to the City's land use codes, known as Realize Las Cruces, which was adopted on February 18, 2025. This update requires the inclusion of neighborhood parks as part of required infrastructure during the development of subdivisions.

The City of Las Cruces Parks and Recreation hired TischlerBise to develop an analysis and corresponding report of LUA, CIP, and PIF, attached as Exhibit "A", 'City of Las Cruces Parks and Recreation Impact Fee Study: Land Use Assumptions, Capital Improvements Plan, and Development Impact Fees.' The study represents the highest amount feasible for each type of applicable land use, or maximum allowable amounts, which represents new growth's fair share of the cost for the appropriate parks and recreation capital facilities. The City may adopt fees that are less than the amounts shown. However, a reduction in park impact fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in levels of service. Levels of service and cost factors for Neighborhood Parks are included in the Development Impact Fee report for documentation purposes but are not recommended to be adopted as part of the Parks Impact Fee update because of the recent changes in Realize Las Cruces. For details related to the LUA, CIP, and PIF recommendations please refer to Exhibit "A", 'City of Las Cruces Parks and Recreation Impact Fee Study: Land Use Assumptions, Capital Improvements Plan, and Development Impact Fees.'

Per LCMC Section 2-518, the Capital Improvement Advisory Committee (CIAC) serves in an advisory capacity to City Council and provides review and guidance on impact fees, LUA, and the CIP. The CIAC held a series of meetings to discuss the LUA, CIP, and PIF: October 24, 2025; January 23, 2025; February 27, 2025; and March 27, 2025, all attached to this report in Attachments "A", "B", "C", and "D". The January meeting resulted in a recommendation of the LUA and the last meeting in March resulted in approval of the study recommendations related to the LAU and CIP with a modified recommendation of the PIF. The recommended PIF was based on using an average park improvement cost or $306,109 per acre based on an independent assessment of developer costs to build parks with an increase to account for higher City construction costs. These costs were only for neighborhood parks, some of which were several years old. This calculation and recommended PIF are included in Attachment "E". Figure 29 of the Impact Fee Study (Exhibit "A") assessed these costs and determined the City cost to be $438,000 per acre. The costs in the study were derived from a variety of sources including City-built projects and developer-built projects.

Based on the study attached to the Resolution as Exhibit "A", the CIAC meetings detailed in Attachments "A" through "D", and discussion that occurred during the City Council Work Session on April 28, 2025, staff is recommending that the LUA, CIP, and PIF be updated to reflect the recommendations in the study. Specifically, that the PIF be updated using the Residential by Square Foot Method, in the maximum amount, less neighborhood parks, as outlined in Figure 34 of Exhibit "A".

SUPPORT INFORMATION:

EXIBIT "A", Park Impact Fee Study
ATTACHMENT "A", 10.24.24 Draft CIAC Minutes
ATTACHMENT "B", 01.23.25 CIAC Minutes
ATTACHMENT "C", 02.27.25 CIAC Minutes
ATTACHMENT "D", 03.27.25 CIAC Minutes
ATTACHMENT "E" CIAC Park Improvement Cost and PIF Recommendation

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

CIAC

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and update the Park Impact Fees, Land Use Assumptions, and Park Capital Improvement Plan.
2. Vote "No"; this will reject the Resolution, and no updates will be made, retaining the $2600 fee.
3. Vote to "Amend"; this will modify the Resolution and will require direction to staff to make the changes accordingly.
4. Vote to "Table"; this will result in no action on the Resolution.

RESOLUTION 25-149

A RESOLUTION APPROVING UPDATES TO THE PARK DEVELOPMENT FEES, LAND USE ASSUMPTIONS, AND PARK CAPITAL IMPROVEMENTS PLAN AND REPEALING RESOLUTION 20-002.

The City Council is informed that:

WHEREAS, the City previously enacted park Development Impact Fees, effective July 1, 1995, in Resolution No. 95-368, in compliance with the Las Cruces Development Impact Fee Ordinance; and

WHEREAS, Las Cruces Municipal Code (LCMC) Sections 33-24 requires the City update or determine that no update is needed for the Land Use Assumptions and the Park Capital Improvement Plan at least every five years; and

WHEREAS, LCMC Sections 33-32 requires the City update the Park Impact Fees or determine that no update is needed every five years; and

WHEREAS, Resolution 13-131 established Park Impact Fees of $2600 per residential unit; and

WHEREAS, Resolution 20-002 determined no updates to the current Land Use Assumptions, Capital Improvement Plan nor Development Impact Fees for Parks were needed; and

WHEREAS, Resolution 25-037 provided an extension of the five-year review, not to exceed a date of June 30, 2025; and

WHEREAS, a qualified professional, TischlerBise, prepared the 'City of Las Cruces Parks and Recreation Impact Fee Study: Land Use Assumptions, Capital Improvements Plan, and Development Impact Fees,' hereto attached to this Resolution as Exhibit "A"; and

WHEREAS, during a public hearing on March 27, 2025, the Capital Improvements Advisory Committee determined that updates to the current Land Use Assumptions, Capital Improvement Plan or Development Impact Fees for Parks were needed.

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

(I)

THAT updates to the Land Use Assumptions and Park Capital Improvement Plan are needed as outlined in Exhibit "A", 'City of Las Cruces Parks and Recreation Impact Fee Study: Land Use Assumptions, Capital Improvements Plan, and Development Impact Fees.'

(II)

THAT the Land Use Assumptions and Capital Improvements Plan are updated as outlined in Exhibit "A" and the Development Impact Fees for Parks are updated using the Residential by Square Foot Method, in the maximum amount, less neighborhood parks, as outlined in Figure 34 of Exhibit "A".

(III)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

City of Las Cruces
Parks and Recreation Impact Fee Study
Land Use Assumptions, Capital Improvements Plan, and Development Impact Fees

Prepared for:

City of Las Cruces, New Mexico

DRAFT

February 21, 2025

Prepared by:

TischlerBise
FISCAL | ECONOMIC | PLANNING

4701 Sangamore Road
Suite S240
Bethesda, Maryland 20816
800.424.4318
www.tischlerbise.com

New Mexico requires infrastructure and related development impact fees to be developed by qualified professionals using generally accepted engineering and planning practices. A qualified professional "means a professional engineer, surveyor, financial analyst or planner providing services within the scope of his license, education or experience." TischlerBise is a fiscal, economic, and planning consulting firm specializing in the cost of growth services. Our services include development fees, fiscal impact analysis, infrastructure financing analyses, user fee/cost of service studies, capital improvement plans, and fiscal software. TischlerBise has prepared over 1,000 development fee studies over the past 40 years for local governments across the United States. The primary author of this study, Julie Herlands, Vice President of TischlerBise, is a member of the American Institute of Certified Planners (AICP).

TischlerBise
4701 Sangamore Road
Suite S240
Bethesda, Maryland 20816
800.424.4318

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February, 2025

Parks and Recreation Impact Fee Study

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EXECUTIVE SUMMARY

Overview

TischlerBise was retained by the City of Las Cruces, New Mexico to prepare an update to the City's Parks and Recreation impact fee. The purpose of this study is to meet the requirements of the New Mexico Development Fees Act. The Act provides local government the authority to impose fees and controls the amount, timing, method of assessment, and use of the funds. This analysis is organized to address the requirements of the Development Fees Act, and in so doing, define an equitable and proportionate assessment that will help fund the requisite facilities, without undue burden on new or existing development.

Development fees (also referred to as impact fees) are one-time payments used to construct system improvements needed to accommodate new development. An impact fee represents new growth's fair share of capital facility needs. By law, impact fees can only be used for capital improvements, not operating or maintenance costs. Impact fees are subject to legal standards, which require fulfillment of three key elements: need, benefit, and proportionality.

- First, to justify a fee for public facilities, it must be demonstrated that new development will create a need for capital improvements.
- Second, new development must derive a benefit from the payment of the fees (i.e., in the form of public facilities constructed within a reasonable period).
- Third, the fee paid by a particular type of development should not exceed its proportional share of the capital cost for system improvements.

TischlerBise documented appropriate demand indicators by type of development for the parks & recreational facilities impact fees. Specific capital costs have been identified using local data and costs. This report includes summary tables indicating the specific factors used to derive the park impact fees. These factors are referred to as level of service standards.

Summary of Capital Improvements and Impact Fees

The impact fees calculated for the City of Las Cruces represent the highest amount feasible for each type of applicable land use, or maximum allowable amounts, which represents new growth's fair share of the cost for the appropriate parks and recreation capital facilities. The City may adopt fees that are less than the amounts shown. However, a reduction in park impact fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in levels of service.

Parks and Recreation impact fees are based on information provided by the City's Parks and Recreation Department and are based on actual levels of service for parks and recreation facilities. Components include both land and improvements, and the fee is only calculated for residential development. A summary of methodologies used in the analysis is provided below in Figure 1.

Figure 1. Summary of City of Las Cruces Parks and Recreation Impact Fee Methodologies

Exactions

Exactions come in many forms and are used to mitigate capital facility needs. Developers may be required to construct infrastructure or municipal buildings, make a cash payment (e.g., impact fees), and/or dedicate land for public use. Also, credits or agreements can be made in which fees are waived when the developer constructs facilities that would have been constructed by the municipality. Exactions are meant to offset growth-related capital costs and are not used for operating expenditures.

Credits and Geographic Area

A general requirement common to impact fee methodologies is the evaluation of *credits*. Two types of credits should be considered, **future revenue credits** and **site-specific credits**. Revenue credits may be necessary to avoid potential double payment situations arising from a one-time impact fee plus the payment of other revenues (e.g., property taxes) that may also fund growth-related capital improvements. Because new development may provide front-end funding of infrastructure, there is a potential for double payment of capital costs due to future payments on debt for public facilities. A debt service credit for existing principal payments is necessary for the City of Las Cruces' Parks and Recreation impact fees because there is outstanding debt for the infrastructure categories in the fee program after the current fiscal year.

The second type of credit is a **site-specific credit** for system improvements that have been included in the Parks and Recreation impact fee calculations. Policies and procedures related to site-specific credits for system improvements should be addressed in the ordinance that establishes the development fees. However, the general concept is that developers may be eligible for site-specific credits only if they provide system improvements that have been included in the impact fee calculations. Project improvements normally required as part of the development approval process are not eligible for credits against impact fees.

Maximum Allowable Parks and Recreation Impact Fee

Figure 2 provides a schedule of the updated maximum allowable Parks and Recreation impact fees for the City of Las Cruces (shaded in green). The fees represent the highest amount allowable for each type or size of housing unit,[1] which represents new growth's fair share of the cost for parks and recreation capital facilities. The City may adopt fees that are less than the amounts shown. However, **a reduction in impact fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in levels of service.** Also shown in the figure is a comparison with the current Parks and Recreation impact fee (shaded in gray) along with percentage change from the current fee to the maximum allowable amount.

Figure 2. Summary of Maximum Allowable Parks and Recreation Impact Fees [with Neighborhood Parks]

Per adoption of "Realize Las Cruces," the City's zoning code update, Neighborhood Parks will be provided as part of the development approval process. Levels of service and cost factors for Neighborhood Parks are included in the Development Impact Fee report for documentation purposes but are not recommended to be adopted as part of the Parks Impact Fee update. A fee schedule without Neighborhood Parks (land and improvements) is provided in Figure 3.

[1] Fee schedules are presented in two ways as an option for adoption: (a) by type of housing unit or (b) by size.

Figure 3. Summary of Maximum Allowable Parks and Recreation Impact Fees [without Neighborhood Parks]

Please note, calculations throughout this report are based on an analysis conducted using MS Excel software. Results are discussed in the memo using one- and two-digit places (in most cases). Figures are typically either truncated or rounded. In some instances, the analysis itself uses figures carried to their ultimate decimal places; therefore, the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown in the report (due to the rounding of figures shown, not in the analysis).

INTRODUCTION TO IMPACT FEES

Definition

Development fees, also known as impact fees or development impact fees, are one-time payments used to fund capital improvements necessitated by new growth. Impact fees have been utilized by local governments in various forms for at least fifty years. Impact fees do have limitations and should not be regarded as the total solution for infrastructure financing needs. Rather, they should be considered one component of a comprehensive portfolio to ensure adequate provision of public facilities with the goal of maintaining current levels of service in a community. Any community considering development impact fees should note the following limitations:

- Impact fees can only be used to finance capital infrastructure and cannot be used to finance ongoing operations and/or maintenance and rehabilitation costs;
- Impact fees cannot be deposited in the local government's General Fund. The funds must be accounted for separately in individual accounts and earmarked for the capital expenses for which they were collected; and
- Impact fees cannot be used to correct existing infrastructure deficiencies unless there is a funding plan in place to correct the deficiency for all current residents and businesses in the community.

Legal Framework

U.S. Constitution. Like all land use regulations, development exactions—including impact fees—are subject to the Fifth Amendment prohibition on taking private property for public use without just compensation. Both state and federal courts have recognized the imposition of impact fees on development as a legitimate form of land use regulation, provided the fees meet standards intended to protect against regulatory takings. To comply with the Fifth Amendment, development regulations must be shown to substantially advance a legitimate governmental interest. In the case of impact fees, that interest is in the protection of public health, safety, and welfare by ensuring that development is not detrimental to the quality of essential public services.

There is little federal case law specifically dealing with impact fees, although other rulings on other types of exactions (e.g., land dedication requirements) are relevant. In one of the most important exaction cases, the U. S. Supreme Court found that a government agency imposing exactions on development must demonstrate an "essential nexus" between the exaction and the interest being protected. (See *Nollan v. California Coastal Commission,* 1987.) In a more recent case (*Dolan v. City of Tigard, OR,* 1994), the Court ruled that an exaction also must be "roughly proportional" to the burden created by development. However, the *Dolan* decision appeared to set a higher standard of review for mandatory dedications of land than for monetary exactions such as development impact fees.

Required Findings

There are three reasonable relationship requirements for impact fees that are closely related to "rational nexus" or "reasonable relationship" requirements enunciated by a number of state courts. Although the term "dual rational nexus" is often used to characterize the standard by which courts evaluate the validity of development impact fees under the U.S. Constitution, we prefer a more rigorous formulation that recognizes three elements: "impact or need," "benefit," and "proportionality." The dual rational nexus test explicitly addresses only the first two, although proportionality is reasonably implied, and was specifically mentioned by the U.S. Supreme Court in the *Dolan* case. The reasonable relationship language of the statute is considered less strict than the rational nexus standard used by many courts. Individual elements of the nexus standard are discussed further in the following paragraphs.

Demonstrating an Impact. All new development in a community creates additional demands on some, or all, public facilities provided by local government. If the supply of facilities is not increased to satisfy that additional demand, the quality or availability of public services for the entire community will deteriorate. Impact fees may be used to recover the cost of development-related facilities, but only to the extent that the need for facilities is a consequence of development that is subject to the fees. The *Nollan* decision reinforced the principle that development exactions may be used only to mitigate conditions created by the developments upon which they are imposed. That principle clearly applies to impact fees. In this study, the impact of development on improvement needs is analyzed in terms of quantifiable relationships between various types of development and the demand for specific facilities, based on applicable level-of-service standards.

Demonstrating a Benefit. A sufficient benefit relationship requires that facility fee revenues be segregated from other funds and expended only on the facilities for which the fees were charged. Fees must be expended in a timely manner and the facilities funded by the fees must serve the development paying the fees. However, nothing in the U.S. Constitution or the State enabling Act requires that facilities funded with fee revenues be available *exclusively* to development paying the fees. In other words, existing development may benefit from these improvements as well.

Procedures for the earmarking and expenditure of fee revenues are typically mandated by the State enabling act, as are procedures to ensure that the fees are expended expeditiously or refunded. All of these requirements are intended to ensure that developments benefit from the fees they are required to pay. Thus, an adequate showing of benefit must address procedural as well as substantive issues.

Demonstrating Proportionality. The requirement that exactions be proportional to the impacts of development was clearly stated by the U.S. Supreme Court in the *Dolan* case (although the relevance of that decision to impact fees has been debated) and is logically necessary to establish a proper nexus. Proportionality is established through the procedures used to identify development-related facility costs, and in the methods used to calculate impact fees for various types of facilities and categories of development. The demand for facilities is measured in terms of relevant and measurable attributes of development. For example, the need for school improvements is measured by the number of public school-age children generated by development.

Unique Requirements of the New Mexico Impact Fee Act

Impact fees in New Mexico are governed by Article 8, Chapter 5 of New Mexico Statutes Annotated (NMSA) – the *Development Fees Act*. The Act imposes certain requirements for impact fee assessment in New Mexico, including[2]:

- Capital facility types that are eligible for impact fee assessment;
- Categories of allowed and prohibited expenses;
- Impact fee administrative procedures and capital facilities plan update requirements, including conditions under which fees must be refunded (impact fees must, for example, be spent within seven years of collection or refunded);
- Requirements guiding the City's definition of an impact fee service area (the area within which fees will be assessed);
- Impact fee analytical requirements that call for preparation of two reports to support the assessment – impact fee Land Use Assumptions, and this Impact Fee Capital Improvement Plan (the IFCIP), which documents the calculation methodology and includes a schedule of impact fees by property type.

The IFCIP includes the following:

- The definition of the impact fee service unit – a standard unit of measure for capital facilities demand planning;
- A demand equivalency table that shows the rate of service unit generation (capital facility capacity demand), by property type;
- The number of projected service units attributable to new development (which is a way to quantify the "impacts" of new development;
- The cost per service unit (cost to meet demand from a unit of new development);
- The net cost per service unit (total cost less impact fee reductions);
- An impact fee net cost schedule that shows the net payable impact fee amount, by property type.

The Development Fees Act includes three other noteworthy provisions:

1. Platted (and un-built) lots are guaranteed, for a period of four years, the impact fee rate in effect at the time of platting. This protection expires at the end of four years, after which the current fee rates apply. Lots platted prior to the adoption of the impact fees in this report have no such protection (because fees in this report have not been assessed in the past). Future impact fee updates will have effect only for lots platted after enactment of the new fees (along with lots platted more than four years before the update).

[2] See the Appendix for the full text of the New Mexico Development Fees Act.

2. Impact fee exemption is specifically disallowed for public entities.
3. The City may waive fee assessment for "qualified affordable housing." Qualified units are those affordable to households earning 80% or less of HUD area median income, and which have total monthly shelter costs of less than 30% of gross household income.

Methodologies and Credits

Any one of several legitimate methods may be used to calculate impact fees. The choice of a particular method depends primarily on the service characteristics and planning requirements for the facility type being addressed. Each method has advantages and disadvantages in a particular situation, and to some extent can be interchangeable, because each allocates facility costs in proportion to the needs created by development.

Reduced to its simplest terms, the process of calculating impact fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities. The following paragraphs discuss three basic methods for calculating development impact fees and how those methods can be applied.

Plan-Based Fee Calculation. The plan-based method allocates costs for a specified set of improvements to a specified amount of development. The improvements are identified by a facility plan and development is identified by a land use plan. In this method, the total cost of relevant facilities is divided by total demand to calculate a cost per unit of demand. Then, the cost per unit of demand is multiplied by the amount of demand per unit of development (e.g., housing units or square feet of building area) in each category to arrive at a cost per specific unit of development (e.g., single family detached unit).

Cost Recovery or Buy-In Fee Calculation. The rationale for the cost recovery approach is that new development is paying for its share of the useful life and remaining capacity of facilities already built or land already purchased from which new growth will benefit. This methodology is often used for systems that were oversized such as sewer and water facilities.

Incremental Expansion Fee Calculation. The incremental expansion method documents the current level of service (LOS) for each type of public facility in both quantitative and qualitative measures, based on an existing service standard (such as square feet per student). This approach ensures that there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. The level of service standards are determined in a manner similar to the current replacement cost approach used by property insurance companies. However, in contrast to insurance practices, the fee revenues would not be for renewal and/or replacement of existing facilities. Rather, revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments, with LOS standards based on current conditions in the community.

Credits. Regardless of the methodology, a consideration of "credits" is integral to the development of a legally valid impact fee methodology. There are two types of "credits" each with specific, distinct characteristics, but both of which should be addressed in the development of development impact fees. The first is a credit due to possible double payment situations. This could occur when contributions are made by the property owner toward the capital costs of the public facility covered by the impact fee. This type of credit is integrated into the impact fee calculation. The second is a credit toward the payment of a fee for dedication of public sites or improvements provided by the developer and for which the facility fee is imposed. This type of credit is addressed in the administration and implementation of a facility fee program.

Generic Impact Fee Calculation

In contrast to development exactions, which are typically referred to as project-level improvements, impact fees fund growth-related infrastructure that will benefit multiple development projects, or the entire jurisdiction (often referred to as "system-level" improvements). The basic steps in a generic impact fee formula are illustrated in Figure 4. The first step is to determine an appropriate demand indicator, or service unit, for the particular type of infrastructure. The demand/service indicator measures the number of demand or service units for each unit of development. For example, an appropriate indicator of the demand for parks is population growth and the increase in population can be estimated from the average number of persons per housing unit. The second step in the generic impact fee formula is shown in the middle. Infrastructure units per demand unit are typically called Level of Service (LOS) standards. In keeping with the park example, a common LOS standard is park acreage per thousand persons. The third step in the generic impact fee formula is the cost of various infrastructure units. To complete the park example, this part of the formula would establish the cost per acre for park development.

Figure 4. Generic Impact Fee Formula

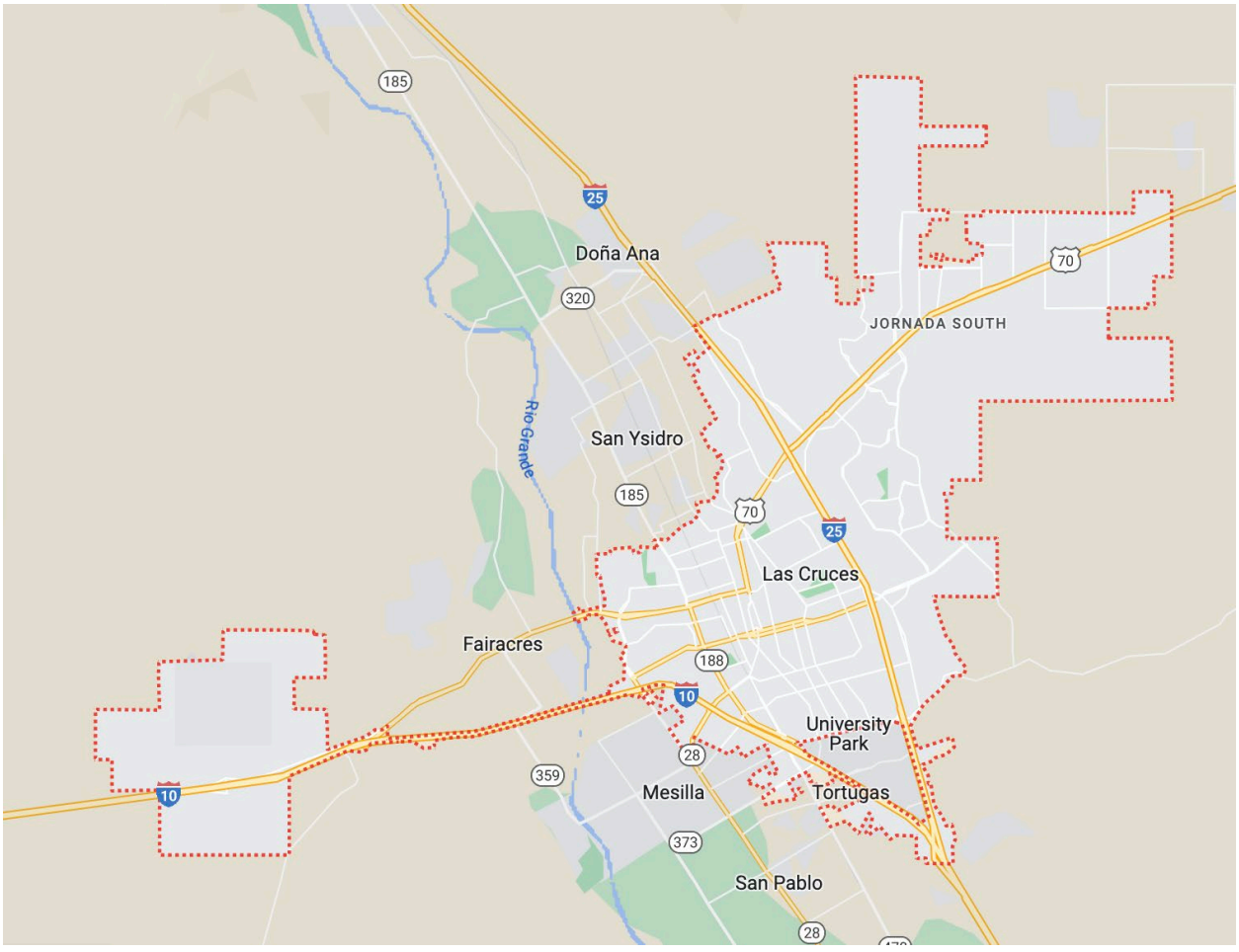
LAND USE ASSUMPTIONS

New Mexico's *Development Fees Act* states that land use assumptions should include a description of the service area and projections of changes in land uses, densities, intensities, and population in the service area over at least a five-year period (see Section 5-8-2.J).

Study Area

The study area for the City of Las Cruces Parks Development Fee Study is the City limits. The study area is used to define levels of service, capacity needs, and any subareas, if needed. The estimates discussed are citywide.

Figure 5 .City of Las Cruces Corporate Boundary: Study Area



Source: Google Maps

Population and Housing Characteristics

Impact fees use per capita standards and persons per housing unit or persons per household to derive proportionate share fee amounts and reflect densities and intensities from development, as referenced in the New Mexico Development Fees Act. Housing types have varying household sizes and, consequently, different demand for City infrastructure and services. Thus, it is important to differentiate between housing types and persons per unit.

When persons per housing unit (PPHU) is used in the development fee calculations, infrastructure standards are derived using year-round population. In contrast, when persons per household (PPHH) is used in the development fee calculations, the fee methodology assumes all housing units will be occupied, thus requiring seasonal or peak population to be used when deriving infrastructure standards. TischlerBise recommends that fees for residential development in Las Cruces be imposed according to year-round population, therefore use persons per housing unit.

Household size by type of unit from the U.S. Census, American Community Survey (2020) is shown in Figure 6. Persons per housing unit (PPHU) is an important demographic factor that helps account for variations in service demand by type of housing. Persons per housing unit will be held constant over the projection period since the development fee represents a "snapshot approach" of current levels of service and costs.

TischlerBise recommends using a minimum of two housing unit categories for the development fee study: (1) Single Family and (2) Multifamily. Figure 6 shows the U.S. Census American Community Survey 2020, 5-Year Estimates data for the city. Single family units have a household size of 2.44 persons and multifamily units have a household size of 1.58 persons.

Figure 6. Persons per Housing Unit

Type of Unit	Persons	Housing Units	Persons per Housing Unit	Housing Mix	Vacancy Rate
Single Family	81,888	33,524	**2.44**	73%	9%
Multifamily	19,590	12,365	**1.58**	27%	12%
Subtotal	**101,478**	45,889	**2.21**	100%	10%
Group Quarters	1,472				
Total	**102,950**				

Source: U.S. Census, 2020: ACS 5-Year Estimates Detailed Tables
Note: Single unit includes detached, attached, and mobile homes.

However, the City of Las Cruces Public Safety Impact Fee (Willdan, 2022) was adopted by size (in square feet) of dwelling units (replicated below in Figure 7).

Figure 7. Persons per Dwelling Unit by Size of Unit

Population Growth Trends

Development fees require an analysis of current levels of service. For residential development, current levels of service are determined using estimates of population and housing units. As shown in the following figure, over the 11-year period, the city grew by 14,438 residents.[3]

Figure 8. City of Las Cruces Historical Population Growth (2010 to 2021)

Year	City of Las Cruces Population
2010	98,284
2011	100,212
2012	101,045
2013	101,238
2014	101,192
2015	101,113
2016	101,313
2017	101,963
2018	102,812
2019	103,432
2020	111,385
2021	112,722
Net Increase (2010-2021)	14,438
Growth Rate (2010-2021)	1.25%

Population as of July 1 except 2020 and 2021, which is as of April 15

Source: U.S. Census; Willdan Financial Services

[3] It should be noted that persons and housing units shown in Figure 6 is from the U.S. Census American Community Survey (ACS), which is a continuous monthly mailing of surveys reflecting a sample of the population in Las Cruces, as opposed to the 2020 Census (reflecting a 100 percent count of population), shown in Figure 8. The ACS data is used to establish the relationship between the number of occupants in different types of housing units in the City, to reflect impact by type of housing unit.

Projected Population Growth

Figure 9 provides the City's current population estimate for 2023 and projected population growth through 2033. Projections are from the City of Las Cruces *Public Safety Impact Fee Update*[4] (Willdan Financial Services, 2022) and reflect a growth rate of 1.2 percent per year, resulting in a projected increase of 14,629 over 10 years.

Figure 9. City of Las Cruces Projected Population Growth

Year	City of Las Cruces Population (as of July 1)
2023	115,443
2024	116,828
2025	118,230
2026	119,649
2027	121,085
2028	122,538
2029	124,008
2030	125,497
2031	127,004
2032	128,529
2033	130,072
Net Increase (2023-2033)	**14,629**
Growth Rate (2023-2033)	**1.20%**

Sources: Willdan Financial Services through 2030; subsequent years projected based on average annual growth rate of 1.2% (from above projections).

[4] The City of Las Cruces currently updates its development fees on a rolling basis with Public Safety mostly updated in 2022. Additionally, TischlerBise has prepared the Las Cruces Utilities Development Fee update (latest draft as of September 29, 2023) utilizing consistent land use assumptions and sources from the Public Safety fees.

Housing Unit Estimate and Projections

The *Public Safety Impact Fee Update* established estimates of current housing units in the City and documented projected future growth, based on the assumptions in the City's comprehensive plan, *Elevate Las Cruces*. The number of housing units in the City as of 2023 was determined to be 47,460.

Projections of housing units are shown below. Residential projections are used to determine demand for parks and recreation facilities as well as to project revenues from development fees.

Figure 10. City of Las Cruces Housing Unit Estimate and Projections

Year	City of Las Cruces Population (as of July 1)	City of Las Cruces Housing Units (as of July 1)
2023	115,443	47,460
2024	116,828	48,030
2025	118,230	48,606
2026	119,649	49,190
2027	121,085	49,780
2028	122,538	50,377
2029	124,008	50,982
2030	125,497	51,593
2031	127,004	52,211
2032	128,529	52,837
2033	130,072	53,470
Net Increase (2023-2033)	**14,629**	**6,010**
Growth Rate (2023-2033)	**1.20%**	**1.20%**

Sources: Willdan Financial Services through 2030; subsequent years projected based on average annual growth rate of 1.2% (from above projections).

Housing Unit Projections by Type of Unit

It is anticipated that development fees will be assessed by type of housing unit (i.e., single family or multifamily) or by size (square feet) of a housing unit. Based on housing unit distribution from the U.S. Census 2020 ACS 5-Year Estimates, 73 percent of housing units are single family with the remaining 27 percent multifamily, which is applied to housing unit projections.

Figure 11. City of Las Cruces Housing Unit Projection by Type of Unit

		73%	*27%*
Year	City of Las Cruces Housing Units	Single Family Units	Multifamily Units
2022	46,898	34,261	12,637
2023	47,460	34,672	12,788
2024	48,030	35,088	12,942
2025	48,606	35,509	13,097
2026	49,190	35,936	13,254
2027	49,780	36,367	13,413
2028	50,377	36,803	13,574
2029	50,982	37,245	13,737
2030	51,593	37,691	13,902
2031	52,211	38,143	14,069
2032	52,837	38,600	14,237
2033	53,470	39,062	14,408
Net Increase (2022-2032)	**6,010**	**4,391**	**1,619**

Source: Willdan Financial Services; U.S. Census, 2020: ACS 5-Year Estimates Detailed Tables

Note: Single unit includes detached, attached, and mobile homes.

Nonresidential Development[5]

Current estimates and future projections of nonresidential development are detailed in this section including jobs and nonresidential floor area.

Base Year Employment and Nonresidential Square Footage Estimates

For some development fees, data on employment (number of jobs) and nonresidential square footage in Las Cruces is needed. TischlerBise uses the term "jobs" to refer to employment by place of work. TischlerBise received job estimates and projections from the City's *Public Safety Impact Fee Update*.

Using the job data, TischlerBise estimated nonresidential square footage in the City of Las Cruces for 2023 by using average square feet per job factors shown in Figure 12.

[5] Nonresidential development estimates and projections are included in the land use assumptions to be consistent with the Public Safety and Utilities Development Fee reports; it is not anticipated that the Parks and Recreation Development Fee will be assessed on nonresidential development and therefore will not utilize the nonresidential land use information.

Figure 12. Employee and Building Area Ratios (ITE)

Land Use	Demand Unit	Employees Per 1,000 Sq. Ft.	Sq. Ft. Per Emp
Industrial	1,000 Sq Ft	1.57	637
Office and Other Services	1,000 Sq Ft	3.26	307
Commercial/Retail	1,000 Sq Ft	2.12	472
Mini-Warehouse	1,000 Sq Ft	0.29	3,448
Warehouse	1,000 Sq Ft	0.34	2,941
Hotel/Motel	room	0.35	2,857
Institutional	1,000 Sq Ft	2.83	353

Source: ITE Trip Generation Manual, 11th Edition in Willdan Financial Services

Current job and nonresidential square footage estimates are shown below in Figure 13 by land use type. Nonresidential square footage is estimated by multiplying number of jobs by square feet per employee (e.g., retail jobs at 13,229 x 472 sq. ft. per job = 6,2,44,214 square feet).

Figure 13. Employment and Distribution by Industry Type (2022 Estimate)

	2023 Jobs	Sq Ft per Job	Sq. Ft.
Retail	13,229	472	6,244,214
Office & Other	27,072	307	8,311,135
Industrial	5,356	637	3,411,538
Total	**45,657**		**17,966,887**

Source: Willdan Financial Services; TischlerBise allocation by type based on OnTheMap Application; TischlerBise calculation of square footage.

Employment and Nonresidential Floor Area Projections

Projections for employment growth and nonresidential development in Las Cruces are from the City *Public Safety Impact Fee Update* and reflect 0.70 percent growth annually. Projections are shown for 10 years below in Figure 14, with growth of almost 1.3 million square feet and 3,299 jobs.

Figure 14. Nonresidential Development Projections (2023-2033)

Year	City of Las Cruces Nonres Sq. Ft.	City of Las Cruces Jobs
2023	18,092,655	45,657
2024	18,219,303	45,977
2025	18,346,839	46,299
2026	18,475,266	46,623
2027	18,604,593	46,949
2028	18,734,825	47,278
2029	18,865,969	47,609
2030	18,998,031	47,942
2031	19,131,017	48,278
2032	19,264,934	48,616
2033	19,399,789	48,956
Net Increase (2023-2033)	**1,307,134**	**3,299**
Growth Rate (2023-2033)	**0.70%**	**0.70%**

Sources: Willdan Financial Services; City of Las Cruces.

Summary of Residential Land Use Assumptions

A summary of cumulative residential land use projections to be used in the development fee study is provided below. Base year estimates for 2023 are anticipated to be used in the development fee calculations. Growth projections are used to project future capacity needs as well as cash flows resulting from revenues and expenditures associated with those demands.

Figure 15. Summary of Land Use Assumptions

			Multi Year Increments>>>						
		2023	2024	2025	2026	2027	2028	2033	10-Year
		Base	1	2	3	4	5	10	Change
Population									
Total Population		**115,443**	**116,828**	**118,230**	**119,649**	**121,085**	**122,538**	**130,072**	**14,629**
Net Increase Per Year		*1,369*	*1,385*	*1,402*	*1,419*	*1,436*	*1,453*	*1,543*	
Housing Units									
Single Family Units	*73%*	34,672	35,088	35,509	35,936	36,367	36,803	39,062	4,391
Multi-Family Units	*27%*	12,788	12,942	13,097	13,254	13,413	13,574	14,408	1,619
Total Housing Units		**47,460**	**48,030**	**48,606**	**49,190**	**49,780**	**50,377**	**53,470**	**6,010**
Single Family Net Increase Per Year		*411*	*416*	*421*	*427*	*431*	*436*	*463*	*4,391*
Multifamily Net Increase Per Year		*151*	*154*	*155*	*157*	*159*	*161*	*171*	*1,619*
Net Increase Per Year		*562*	*570*	*576*	*584*	*590*	*597*	*633*	*6,010*

Source: Willdan Financial Services; U.S. Census, 2020: ACS 5-Year Estimates Detailed Tables

PARKS AND RECREATION CAPITAL IMPROVEMENTS PLAN

Methodology

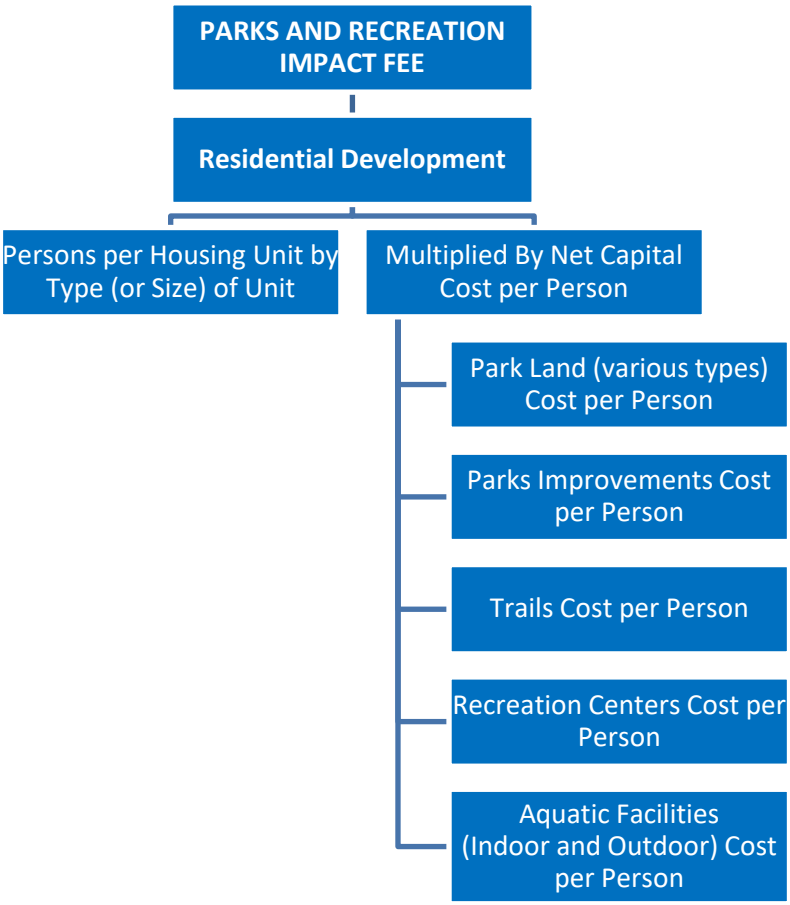
All components of the Parks and Recreation impact fee are based on an incremental expansion methodology, except for indoor aquatics which use a cost recovery methodology. Although the City has an adopted Parks and Recreation Master Plan, the impact fee methodology assumes the City may acquire additional park land and construct additional recreation improvements to serve future growth to maintain current levels of service incrementally over time. This is a conservative approach which limits the City's General Fund exposure. If a plan-based approach were utilized, reliance on long-range growth projections would be likely, which could risk General Fund dollars to implement the plan if growth does not occur as projected.

Parks and recreation capital improvements are allocated 100 percent to residential development. According to the *Development Fees Act*, a service unit for purposes of the parks and recreation impact fee is a person. Included in the fee calculation are:

- Park land acquisition
    - Community Parks
    - Community Parks – Athletic
    - Neighborhood Parks
    - Special Facilities
- Park improvements
- Trails
- Recreation centers
- Indoor Aquatics facilities
- Outdoor Aquatics facilities

Figure 16 diagrams the general methodology used to calculate the Parks and Recreation impact fee. It is intended to read like an outline, with lower levels providing a more detailed breakdown of the impact fee components. The Parks and Recreation impact fee is derived from the product of persons per housing unit (by type or size of unit) multiplied by the net capital cost per person. The boxes in the next level down indicate detail on the components included in the fee.

Figure 16. Parks and Recreation Impact Fee Methodology Chart



Service Area

The City of Las Cruces plans to provide a uniform level of service and equal access to parks and recreational facilities within the City limits therefore the development fee is calculated on a citywide basis.

Ratio of Service Units to Development Unit

Figure 17 displays the demand indicators for residential land uses. For residential development, the table displays the persons per housing unit by type and unit size.

Figure 17. Parks and Recreation Facilities Ratio of Service Unit to Development Unit

Parks & Recreation Levels of Service and Cost Factors

Park and Recreation impact fees are based on an inventory of existing citywide parks and current values of recreation improvements in the City's park system. The use of existing standards means there are no existing infrastructure deficiencies. New development is only paying its proportionate share for growth-related infrastructure. Costs and acreages have been provided by City staff.

Community Park Land

As shown in Figure 18, the City has a total of 149.03 active acres of community park land. Acreage for recreation centers on community park land has been removed to avoid double counting. When compared to the 2023 City population estimate of 115,443, this equates to a current level of service of 1.29 acres per 1,000 persons. This level of service is used to determine future needs and costs for park land purchases and development.

To determine the cost per service unit, TischlerBise utilized information provided by the City to determine an average cost per acre of community park land at $65,000. Based on the current level of service standard for community park land (1.29 acres per 1,000 persons) and the City's estimate of the cost per acre ($65,000) to purchase park land, the cost per person is $83.85 (1.29 acres per 1,000 persons x $65,000 per acre = $83.85 per person, rounded).

Figure 18. Community Park Level of Service and Cost Analysis

Site	Active Acres
Branigan Park	4.0
Burn Lake	7.00
Desert Trails Community Park	34.07
East Mesa Park	2.07
Frenger Park	9.9
Henry Benavidez Community Center	6.63
La Llorona Park	4.38
Las Cruces Lions Park	7.61
Mesilla Park	4.65
Metro Verde Splash Pad Park	2.93
Mike Apodaca Park	14.88
R.L. Young Park	21.80
Valley View Park	8.67
Veterans' Memorial Park	14.70
Meerscheidt Rec Center*	4.10
Unidad Park*	1.61
Total	**149.03**

Level of Service (LOS) Standards	
Las Cruces Population in 2023	115,443
LOS: Acres Per 1,000 Persons	1.29

**Located within the Hadley Avenue Recreation Complex*
Source: City of Las Cruces Parks and Recreation

Cost Analysis	
LOS: Acres Per 1,000 Persons	1.29
Land Cost per Acre	$65,000
Land Cost per Person	**$83.85**

Community Park – Athletic Land

As shown in Figure 19, the City has a total of 148.73 active acres of community park land dedicated solely to athletic facilities. When compared to the 2023 City population estimate of 115,443, this equates to a current level of service of 1.29 acres per 1,000 persons. This LOS is used to determine future needs and costs for park land purchases and development.

To determine the cost per service unit, TischlerBise utilized information provided by the City to determine an average cost per acre of community park land at $65,000. Based on the current level of service standard for community park land (1.29 acres per 1,000 persons) and the City's estimate of the cost per acre ($65,000) to purchase park land, the cost per person is $83.85 (1.29 acres per 1,000 persons x $65,000 per acre = $83.85 per person, rounded).

Figure 19. Community Park-Athletic Level of Service and Cost Analysis

Site	Active Acres
Apodaca Ball Fields	9.13
Burn Lake - Soccer Fields	5.56
High Noon Soccer Complex: Fields 1-2	7.22
High Noon Soccer Complex: Fields 3-5	10.76
Hadley Outdoor Excercise Site*	0.10
Jim Harty Field*	10.51
Maag Park*	13.14
Provencio/Van Dame Soccer Complex*	8.51
Raymond M. Paz Sports Complex*	18.20
Ronald D. Galla T-Ball Complex*	3.88
Soldados Multipurpose Complex*	8.73
East Mesa Public Recreation Complex	53.00
Total	**148.73**

Level of Service (LOS) Standards	
Las Cruces Population in 2023	115,443
LOS: Acres Per 1,000 Persons	1.29

**Located within the Hadley Avenue Recreation Complex*

Source: City of Las Cruces Parks and Recreation

Cost Analysis	
LOS: Acres Per 1,000 Persons	1.29
Land Cost per Acre	$65,000
Land Cost per Person	**$83.85**

Community Park Land Cost

Current estimated land cost per acre for similarly sized parks is derived from recent City purchases. The figure below provides further detail as well as the weighted cost per acre after removing high and low values.

Figure 20. City Land Purchases of 10-30 Acres

Neighborhood Park Land[6]

As shown in Figure 21, the City has a total of 100.56 active acres of neighborhood park land. When compared to the 2023 City population estimate of 115,443, this equates to a current level of service of 0.87 acres per 1,000 persons. The impact fee calculations utilize a conservative approach and are based on the actual (existing) level of service (LOS). This LOS is used to determine future needs and costs for park land purchases and development.

To determine the cost per service unit, TischlerBise utilized information provided by the City to determine an average cost per acre of neighborhood park land at $70,000 (see Figure 23). Based on the LOS standard for neighborhood park land (0.87 acres per 1,000 persons) and the City's estimate of the cost per acre ($70,000) to purchase park land, the cost per person is $60.90 (0.87 acres per 1,000 persons x $70,000 per acre = $60.90 per person, rounded).

[6] Per adoption of "Realize Las Cruces," the City's zoning code update, Neighborhood Parks will be provided as part of the development approval process. Levels of service and cost factors for Neighborhood Parks are included in the Development Impact Fee report for documentation purposes but are not recommended to be adopted as part of the Parks Impact Fee update. A fee schedule without Neighborhood Parks (land and improvements) is provided herein.

Figure 21. Neighborhood Park Level of Service and Cost Analysis

Special Use Parks Facility Land

As shown in Figure 22, the City has a total of 38.55 active acres of special use facility land. Based on the 2023 City population estimate of 115,443, this equates to a current level of service of 0.33 acres per 1,000 persons. The impact fee calculations utilize a conservative approach and are based on the actual (existing) level of service. This level of service is used to determine future needs and costs for park land purchases and development.

To determine the cost per service unit, TischlerBise utilized information provided by the City for an average cost per acre of special use facility land at $70,000 (see Figure 23). Based on the current level of service standard for special facility land (0.33 acres per 1,000 persons) and the City's estimate of the cost per acre ($70,000) to purchase special use facility land, the cost per person is $23.10 (0.33 acres per 1,000 persons x $70,000 per acre = $23.10 per person, rounded).

Figure 22. Special Facility Level of Service Standards and Cost Factors

Site	Active Acres
ASCMV Dog Park	1.09
Burn Lake Dog Park	2.04
RC Airplane Park	30.5
Las Cruces BMX Track*	2.6
Las Cruces Dog Park*	1.4
Las Cruces Skate Park*	1.0
Total	**38.55**

Level of Service (LOS) Standards	
Las Cruces Population in 2023	115,443
LOS: Acres Per 1,000 Persons	0.33

**Located within the Hadley Avenue Recreation Complex*

Source: City of Las Cruces Parks and Recreation

Cost Analysis	
LOS: Acres Per 1,000 Persons	0.33
Land Cost per Acre	$70,000
Land Cost per Person	**$23.10**

Neighborhood Park and Special Facility Land Cost

Current estimated land cost per acre for similarly sized parks is derived from recent City purchases. The figure below provides further detail as well as the weighted cost per acre after removing high and low values.

Figure 23. City Land Purchases of 1-3 Acres

Trails

As shown in Figure 24, the City has a total of 82.65 miles of trails. Based on the 2023 City population estimate of 115,443, this equates to a current level of service of 0.24 miles per 1,000 persons. This level of service is used to determine future needs and costs for park land purchases and development.

To determine the cost per service unit, TischlerBise utilized information provided by the City for average cost per mile, which was estimated at $260,000 (based on cost estimates for Las Cruces Lateral Trail (see Figure 25)). Based on the current level of service standard for trails (0.24 per 1,000 persons) and the City's estimate of the cost to construct a mile of trail ($260,000), the cost per person is $62.40 (0.24 miles per 1,000 persons x $260,000 per mile = $62.40 per person, rounded).

Figure 24. Trail Level of Service and Cost Analysis

Figure 25. Trail Improvement Cost Estimate

Recreation Centers

Figure 26 lists the City's current inventory of recreation centers. According to information provided by the City, there is 56,245 square feet of building space. When compared to the current City population estimate of 115,443, this equates to a current level of service of 0.49 square feet per person.

Based on the current level of service standard for recreation center space (0.49 square feet per person) and the estimated replacement cost per square foot ($725) provided by the City, recreation center space cost per person is $355.25 (.49 square feet per person x $725 per square foot = $355.25 per person, rounded).

Figure 26. Indoor Recreation Centers Level of Service and Cost Analysis

Site	Location	Square Feet
East Mesa Recreation Center	East Mesa Park	3,260
Frank O'Brien Papen Recreation Center	Mesilla Park	23,335
Meerscheidt Recreation Center	Hadley Recreation Complex	29,650
	Total	**56,245**

Source: City of Las Cruces Parks and Recreation

Level of Service (LOS) Standards	
Las Cruces Population in 2023	115,443
LOS: Sq. Ft. Per Person	0.49

Cost Analysis	
Total Existing Recreation Center Square Feet	56,245
Las Cruces Population in 2023	115,443
LOS: Sq. Ft. Per Person	0.49
Recreation Building Cost per Square Foot	$725
Recreation Building Cost per Person	**$355.25**

Indoor Aquatic Facilities

Level of service (LOS) and cost factors for Indoor Aquatic Facilities are calculated using a cost recovery methodology as City officials expect these facilities to provide sufficient capacity for the next 20 years. Figure 27 lists the current inventory of the City's two indoor aquatics facilities. According to information provided by the City, the cost for these facilities totals $32,041,250, of which $26,241,250 was paid for by the City through the issuance of bonds. To determine the cost per service unit, the net cost to the City ($26,241,250) is divided by the projected 2043 population (146,562[7]). This results in a cost per person of $179.05 ($26,241,250 / 146,562 persons = $179.05 per person, rounded).

Figure 27. Aquatic Facilities Level of Service Standards and Cost Factors

[7] Per assumptions in the Land Use Assumptions, population is projected to continue to grow by 1.2 percent per year reaching 146,562 by the year 2043.

Outdoor Aquatic Facilities

Level of service (LOS) and cost factors for outdoor aquatic facilities are calculated using an incremental expansion methodology. Figure 28 lists the City's current inventory of outdoor aquatics facilities. Indicated in the figure, the City has three outdoor splash pads, each of which has a construction cost of $1,000,000. To determine the cost per service unit, the net cost to the City ($3,000,000) is divided by the 2023 population (115,443). This results in a cost per person of $25.99 ($3,000,000 / 115,443 persons = $25.99 per person, rounded).

Figure 28. Outdoor Aquatic Facilities Level of Service Standards and Cost Factors

Facility	Current Construction Cost per Facility
Metro Verde Splash Park	$1,000,000
Plaza de Las Cruces Splash Pad	$1,000,000
Unidad Splash Pad	$1,000,000
Total	**$3,000,000**

Level of Service (LOS) and Cost Analysis	
Las Cruces Population in 2023	115,443
Outdoor Aquatics Cost per Person	**$25.99**

Source: City of Las Cruces Parks and Recreation

Park Improvements

City officials provided a data sample of two acres of typical park improvements in order to approximate the average cost per acre for park improvements. Indicated in Figure 29, the total average improvement cost for two acres of parkland is $876,217, or $438,109 per acre. To calculate the capital cost per person for park improvements, the total LOS of all park types (3.78 acres per 1,000 persons) is applied to the rounded improvement cost per acre ($438,000). This results in a cost per person of $1,655.64. (Without Neighborhood Parks, the cost per person is $1,274.58.)

Figure 29. Park Improvements Level of Service and Cost Factors

Growth-Related Need for Park Facilities

Figure 30 summarizes the growth-related needs and expenditures for Park facilities through 2033. To calculate the growth-related need for each component, the level of service (LOS) is multiplied by the annual population increase. The growth related expenditure is calculated by multiplying the 10-year increase by the cost factor for each component. For example, the projected 10-year need for community park land is 18.9 acres (14,629 persons x 1.29 acres per 1,000 persons = 18.9 acres (rounded)). Based on cost of $65,000 per acre, the cost of land acquisition for community parks is $1,228,500 (18.9 acres x $65,000 per acre = $1,228,500).For all components combined, the 10-year projected expenditure is approximately $37 million.

Figure 30. 10-Year Projected Growth-Related Need for Park Facilities [with Neighborhood Parks]

Credit Evaluation

To ensure fee-payers avoid potential double payment for annual debt service, TischlerBise included a credit in the development impact fee calculations. In this case, voter-approved general obligation bonds were issued by the City for a variety of capital improvements. Current outstanding principal on the bonds for all purposes is $31 million of which approximately $15 million was for parks, recreation, and trail improvements with an average interest (coupon) rate of 4.3%. The annual principal payment is divided by the annual demand unit (population) to yield a payment per person. To account for the time value of money, annual payments are discounted using a net present value formula based on the applicable discount (interest) rate. This results in a credit of $97.99 per person, rounded.

Figure 31. Principal Payment Credit for Outstanding GO Bonds

	2019 GO Bonds		2020 GO Bonds		2023 GO Bonds		TOTAL		CREDIT	
Year	*Principal*	*Capacity $ 43%*	*Principal*	*Capacity $ 67%*	*Principal*	*Capacity $ 39%*	*Principal*	*Capacity $*	*Proj. Demand Population*	*Credit per Person*
2024	$985,000	$423,550	$1,030,000	$690,100	$1,775,000	$692,250	**$3,790,000**	**$1,805,900**	116,828	$15.46
2025	$985,000	$423,550	$1,030,000	$690,100	$1,135,000	$442,650	**$3,150,000**	**$1,556,300**	118,230	$13.16
2026	$985,000	$423,550	$1,030,000	$690,100	$1,080,000	$421,200	**$3,095,000**	**$1,534,850**	119,649	$12.83
2027	$985,000	$423,550	$1,030,000	$690,100	$1,080,000	$421,200	**$3,095,000**	**$1,534,850**	121,085	$12.68
2028	$985,000	$423,550	$1,030,000	$690,100	$1,080,000	$421,200	**$3,095,000**	**$1,534,850**	122,538	$12.53
2029	$985,000	$423,550	$1,030,000	$690,100	$1,080,000	$421,200	**$3,095,000**	**$1,534,850**	124,008	$12.38
2030	$985,000	$423,550	$1,030,000	$690,100	$1,080,000	$421,200	**$3,095,000**	**$1,534,850**	125,497	$12.23
2031	$0	$0	$1,030,000	$690,100	$1,080,000	$421,200	**$2,110,000**	**$1,111,300**	127,004	$8.75
2032	$0	$0	$1,065,000	$713,550	$1,080,000	$421,200	**$2,145,000**	**$1,134,750**	128,529	$8.83
2033	$0	$0	$0	$0	$1,080,000	$421,200	**$1,080,000**	**$421,200**	130,072	$3.24
2034	$0	$0	$0	$0	$1,080,000	$421,200	**$1,080,000**	**$421,200**	131,634	$3.20
2035	$0	$0	$0	$0	$1,080,000	$421,200	**$1,080,000**	**$421,200**	133,215	$3.16
2036	$0	$0	$0	$0	$1,100,000	$429,000	**$1,100,000**	**$429,000**	134,814	$3.18
2037	$0	$0	$0	$0	$0	$0	**$0**	**$0**	136,433	$0.00
Total	**$6,895,000**	**$2,964,850**	**$9,305,000**	**$6,234,350**	**$14,810,000**	**$5,775,900**	**$31,010,000**	**$14,975,100**		**$121.62**

Source: City of Las Cruces.

Discount Rate	**4.3%**
Net Present Value	**$97.99**

Note: A credit is provided for principal payments only because interest costs are not included in the fee calculations.

PARKS AND RECREATION DEVELOPMENT IMPACT FEES

Infrastructure standards used to calculate Park and Recreation impact fees are shown in the top portion of Figure 32. For park impact fees, a "service unit" is a person. Figure 32 summarizes service units, conversion factors, and cost factors per service unit for parks and recreation impact fees for the City of Las Cruces as detailed above. As indicated elsewhere, the impact fees are based on the City's actual level of service for park land and improvements. The net capital cost per person ($2,432.04) is the sum of the individual cost factors ($2,530.03), less credits for principal debt payments ($97.99) (for all park components).

The Parks and Recreation impact fee is the product of persons per housing unit multiplied by the net capital cost per person. Fees are presented by type of housing unit. Each household size is multiplied by the net capital cost per person to derive the impact fee per unit. For example, the proposed fee for a single family housing unit is calculated by $2,432.04 cost per person x 2.44 persons per housing unit = $5,934 per unit (truncated). Also shown is a comparison with the City's current fees. The maximum supportable fee represents an increase to the City's current fees. The City may choose to adopt lower fees; however, doing so will result in lower revenues and a lower level of service without funding from other sources.

An alternative schedule is provided by housing unit size. This provides a progressive schedule where smaller units with fewer occupants would pay a proportionally lower fee. Both options are provided in this report for discussion purposes, however adoption and implementation will require a selection of one schedule.

In addition, a second impact fee schedule is provided that omits Neighborhood Parks (see Figure 34). As noted elsewhere, per adoption of "Realize Las Cruces," the City's zoning code update, Neighborhood Parks will be provided as part of the development approval process. Impact fees that include Neighborhood Parks are included in this section for documentation purposes but are not recommended to be adopted as part of the Parks Impact Fee update. A fee schedule without Neighborhood Parks (land and improvements) is provided in this section.

Figure 32. Parks and Recreation Input Variables and Maximum Allowable Development Impact Fee [with Neighborhood Parks]

To provide additional detail, Figure 33 breaks down the total fee for single family and multifamily units by individual component (including Neighborhood Parks). The largest component of the fees is Park Improvements, and the smallest component is Special Facilities Park Land.

Figure 33. Breakdown of the Housing Unit Impact Fees [with Neighborhood Parks]

Figure 34 provides the second impact fee schedule without Neighborhood Parks.

Figure 34. Parks and Recreation Input Variables and Maximum Allowable Development Impact Fee [without Neighborhood Parks]

PROJECTED REVENUE FROM PARKS & RECREATION IMPACT FEES

Revenue from the City's Parks and Recreation Impact Fee is estimated based on a projection of 6,010 new housing units in Las Cruces by 2033. Projected impact fee revenue is calculated by multiplying the housing growth by the maximum supportable fee by type of unit. Single family development is projected to generate approximately $26.1 million over 10 years (4,391 units x $5,934 per unit = $26,054,938). Multifamily development is projected to generate approximately $6.2 million in impact fee revenue (1,619 units x $3,842 per unit = $6,222,117). In total, projected revenue is $32.3 million if growth occurs at the projected pace. (Note: Figures include the Neighborhood Parks impact fee components.) A lower pace of growth will generate less revenue as well as generate a need for fewer infrastructure improvements. Revenue from impact fees is expected to cover just over 53% of total parks and recreation expenditures due to the cost recovery for the indoor aquatics facility and credits included in the fee calculation.

Parks and Recreation capital improvements are funded through parks impact fees, taxes, grants, and bonds (retired with taxes or impact fee revenues). Impact fees have been calculated based on local costs (accounting for non-local sources of revenues such as grants) and a credit has been included in the calculation to account for potential double payment from tax revenue paid by fee payer and potentially used to retire bonded debt. Impact fees calculated herein reflect growth's proportionate share of the cost for capacity improvements in each component included in the fee. Other non-impact fee sources of revenue will therefore be used to pay for operating costs as well as capital costs reflecting existing development's share (where applicable), repairs that do not expand capacity, and other expenditures that do not qualify for impact fee funding. Appendix B includes a projection of General Fund revenue.

Figure 35. Projected Revenue from Parks & Recreation Development Impact Fee [with Neighborhood Parks]

Figure 36 provides the impact fee revenue projection for the second impact fee schedule without Neighborhood Parks.

Figure 36. Projected Revenue from Parks & Recreation Development Impact Fee [without Neighborhood Parks]

APPENDIX A: NEW MEXICO DEVELOPMENT FEES ACT[8]

ARTICLE 8
Land Development Fees and Rights
5-8-1. Short title.
This act [5-8-1 to 5-8-42 NMSA 1978] may be cited as the "Development Fees Act".

History: Laws 1993, ch. 122, § 1.

ANNOTATIONS
Cross references. — For land use easements, see Chapter 47, Article 12 NMSA 1978.

Law reviews. — For article, "Water Supply and Urban Growth in New Mexico: Same Old, Same Old or a New Era," see 43 Nat. Resources J. 803 (2003).

5-8-2. Definitions.
As used in the Development Fees Act:

A. "affordable housing" means any housing development built to benefit those whose income is at or below eighty percent of the area median income; and who will pay no more than thirty percent of their gross monthly income towards such housing;

B. "approved land use assumptions" means land use assumptions adopted originally or as amended under the Development Fees Act;

C. "assessment" means a determination of the amount of an impact fee;

D. "capital improvement" means any of the following facilities that have a life expectancy of ten or more years and are owned and operated by or on behalf of a municipality or county:

(1) water supply, treatment and distribution facilities; wastewater collection and treatment facilities; and storm water, drainage and flood control facilities;

(2) roadway facilities located within the service area, including roads, bridges, bike and pedestrian trails, bus bays, rights of way, traffic signals, landscaping and any local components of state and federal highways;

(3) buildings for fire, police and rescue and essential equipment costing ten thousand dollars ($10,000) or more and having a life expectancy of ten years or more; and

(4) parks, recreational areas, open space trails and related areas and facilities;

[8] Source: Ch. 5, art. 8 NMSA 1978, <https://nmonesource.com/nmos/nmsa/en/item/4376/index.do#!b/a8>, retrieved on 08/22/2022. (Annotations from the source.)

E. "capital improvements plan" means a plan required by the Development Fees Act that identifies capital improvements or facility expansion for which impact fees may be assessed;

F. "county" means a county of any classification;

G. "facility expansion" means the expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new development. The term does not include the repair, maintenance, modernization or expansion of an existing facility to better serve existing development, including schools and related facilities;

H. "hook-up fee" means a reasonable fee for connection of a service line to an existing gas, water, sewer or municipal or county utility;

I. "impact fee" means a charge or assessment imposed by a municipality or county on new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. The term includes amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction, development fees and any other fee that functions as described by this definition. The term does not include hook-up fees, dedication of rights of way or easements or construction or dedication of on-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks or curbs if the dedication or construction is required by a previously adopted valid ordinance or regulation and is necessitated by and attributable to the new development;

J. "land use assumptions" includes a description of the service area and projections of changes in land uses, densities, intensities and population in the service area over at least a five-year period;

K. "municipality" means any incorporated city, town or village, whether incorporated under general act, special act or special charter, and H class counties, including any home rule municipality or H class county chartered under the provisions of Article 10, Section 6 of the constitution of New Mexico;

L. "new development" means the subdivision of land; reconstruction, redevelopment, conversion, structural alteration, relocation or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units;

M. "qualified professional" means a professional engineer, surveyor, financial analyst or planner providing services within the scope of his license, education or experience;

N. "roadway facilities" means arterial or collector streets or roads that have been designated on an officially adopted roadway plan of the municipality or county, including bridges, bike and pedestrian trails, bus bays, rights of way, traffic signals, landscaping and any local components of state or federal highways;

O. "service area" means the area within the corporate boundaries or extraterritorial jurisdiction of a municipality or the boundaries of a county to be served by the capital improvements or facility expansions specified in the capital improvements plan designated on the basis of sound planning and engineering standards; and

P. "service unit" means a standardized measure of consumption, use, generation or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvements or facility expansions.

History: Laws 1993, ch. 122, § 2.

ANNOTATIONS
Cross references. — For establishment of H class county, see 4-44-3 NMSA 1978.

5-8-3. Authorization of fee.
A. Unless otherwise specifically authorized by the Development Fees Act, no municipality or county may enact or impose an impact fee.

B. If it complies with the Development Fees Act, a municipality or county may enact or impose impact fees on land within its respective corporate boundaries.

C. A municipality and county may enter into a joint powers agreement to provide capital improvements within an area subject to both county and municipal platting and subdivision jurisdiction or extraterritorial jurisdiction and may charge an impact fee under the agreement, but if an impact fee is charged in that area, the municipality and county shall comply with the Development Fees Act.

D. A municipality or county may waive impact fee requirements for affordable housing projects.

History: Laws 1993, ch. 122, § 3; 2001, ch. 176, § 1.

ANNOTATIONS
The 2001 amendment, effective June 15, 2001, added Subsection D.

No vested development rights under impact fee ordinance. — Where the municipal impact fee ordinance exempted developers who possessed development rights that vested prior to the ordinance's date of enactment from paying the impact fee; prior to the date the ordinance was enacted, the municipal planning commission approved a site plan for subdivision of land owned by plaintiff; the approved plan established zoning, tract boundaries, vehicle access, bicycle and trail access, public transit access, internal circulation requirements, building heights, setbacks, and common landscape standards; none of the tracts were platted; and the regulations which were promulgated pursuant to the ordinance defined vested rights as development rights acquired and resulting from building permit approval, final plat approval, preliminary plat approval, or site plan for subdivision or site plan for building permit approval and defined site plan for subdivision as a plat that covers at least one lot and specifies access and building criteria, under the ordinance, a developer receives development rights at the time it receives approval of a reliable platting pattern, the developer's original site plan for subdivision did not confer the development rights necessary to establish vested rights under the ordinance, because it did not provide a reliable platting pattern, and the developer was not exempt from paying impact fees. Andalucia Dev. Corp., Inc. v. City of Albuquerque, 2010-NMCA-052, 148 N.M. 277, 234 P.3d 929.

No common law vested development rights. — Where the municipal impact fee ordinance exempted developers who possessed development rights that vested prior to the ordinance's date of enactment from paying the impact fee; prior to the date the ordinance was enacted, the municipal planning commission approved a site plan for subdivision of land owned by plaintiff; the approved plan established zoning, tract boundaries, vehicle access, bicycle and trail access, public transit access, internal circulation requirements, building heights, setbacks, and common landscape standards; none of the tracts were platted; and development of the property was subject to subsequent municipal approvals and the continuance of the project remained entirely within the municipality's discretion, the original site plan for subdivision did not confer a vested development right under common law and the developer was not exempt from paying impact fees. Andalucia Dev. Corp., Inc. v. City of Albuquerque, 2010-NMCA-052, 148 N.M. 277, 234 P.3d 929.

5-8-4. Items payable by fee.
A. An impact fee may be imposed only to pay the following specified costs of constructing capital improvements or facility expansions:

(1) estimated capital improvements plan cost;

(2) planning, surveying and engineering fees paid to an independent qualified professional who is not an employee of the municipality or county for services provided for and directly related to the construction of capital improvements or facility expansions;

(3) fees actually paid or contracted to be paid to an independent qualified professional, who is not an employee of the municipality or county, for the preparation or updating of a capital improvements plan; and

(4) up to three percent of total impact fees collected for administrative costs for municipal or county employees who are qualified professionals.

B. Projected debt service charges may be included in determining the amount of impact fees only if the impact fees are used for the payment of principal and interest on bonds, notes or other obligations issued to finance construction of capital improvements or facility expansions identified in the capital improvements plan.

History: Laws 1993, ch. 122, § 4.

5-8-5. Items not payable by fee.
Impact fees shall not be imposed or used to pay for:

A. construction, acquisition or expansion of public facilities or assets that are not capital improvements or facility expansions identified in the capital improvements plan;

B. repair, operation or maintenance of existing or new capital improvements or facility expansions;

C. upgrading, updating, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;

D. upgrading, updating, expanding or replacing existing capital improvements to provide better service to existing development;

E. administrative and operating costs of a municipality or county except as provided in Paragraph (4) of Subsection A of Section 4 [5-8-4 NMSA 1978] of the Development Fees Act;

F. principal payments or debt service charges on bonds or other indebtedness, except as allowed by Section 4 of the Development Fees Act; or

G. libraries, community centers, schools, projects for economic development and employment growth, affordable housing or apparatus and equipment of any kind, except capital improvements defined in Paragraph (3) of Subsection C [D] of Section 2 [5-8-2 NMSA 1978] of the Development Fees Act.

History: Laws 1993, ch. 122, § 5.

ANNOTATIONS
Bracketed material. — The bracketed material was inserted by the compiler and it is not part of the law.

The reference in Subsection G to Subsection C of 5-8-2 NMSA 1978, appears to actually refer to Subsection D of that section.

5-8-6. Capital improvements plan.
A. A municipality or county shall use qualified professionals to prepare the capital improvements plan and to calculate the impact fee. The capital improvements plan shall follow the infrastructure capital improvement planning guidelines established by the department of finance and administration and shall address the following:

(1) a description, as needed to reasonably support the proposed impact fee, which shall be prepared by a qualified professional, of the existing capital improvements within the service area and the costs to upgrade, update, improve, expand or replace the described capital improvements to adequately meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards;

(2) an analysis, which shall be prepared by a qualified professional, of the total capacity, the level of current usage and commitments for usage of capacity of the existing capital improvements;

(3) a description, which shall be prepared by a qualified professional, of all or the parts of the capital improvements or facility expansions and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions;

(4) a definitive table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of capital improvements or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial;

(5) the total number of projected service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;

(6) the projected demand for capital improvements or facility expansions required by new service units accepted over a reasonable period of time, not to exceed ten years; and

(7) anticipated sources of funding independent of impact fees.

B. The analysis required by Paragraph (2) of Subsection A of this section may be prepared on a system-wide basis within the service area for each major category of capital improvement or facility expansion for the designated service area.

C. The governing body of a municipality or county is responsible for supervising the implementation of the capital improvements plan in a timely manner.

History: Laws 1993, ch. 122, § 6.

5-8-7. Maximum fee per service unit.
The fee shall not exceed the cost to pay for a proportionate share of the cost of system improvements, based upon service units, needed to serve new development.

History: Laws 1993, ch. 122, § 7.

5-8-8. Time for assessment and collection of fee.
A. Assessments of an impact fee shall be made at the earliest possible time. Collection of the impact fee shall occur at the latest possible time.

B. For land that has been planted in accordance with the subdivision or platting procedures of a municipality or county before the effective date of the Development Fees Act or for land on which new development occurs or is proposed without platting, the municipality or county may assess the impact fees at the time of development approval or issuance of a building permit, whichever date is earlier. The assessment shall be valid for a period of not less than four years from the date of development approval or issuance of a building permit, whichever date is earlier.

C. For land that is platted after the effective date of the Development Fees Act, the municipality or county shall assess the fees at the time of recording of the subdivision plat and this assessment shall be valid for a period of not less than four years from the date of recording of the plat.

D. Collection of impact fees shall occur no earlier than the date of issuance of a building permit.

E. For new development that is platted in accordance with the subdivision or platting procedures of a municipality or county before the adoption of an impact fee, an impact fee shall not be collected on any service unit for which a valid building permit has been issued.

F. After the expiration of the four-year period described in Subsections B and C of this section, a municipality or county may adjust the assessed impact fee to the level of current impact fees as provided in the Development Fees Act.

History: Laws 1993, ch. 122, § 8.

ANNOTATIONS
Compiler's notes. — The phrase "effective date of the Development Fees Act", in Subsections B and C, refers to the effective date of Laws 1993, ch. 122, which was July 1, 1993.

5-8-9. Additional fee prohibited; exception.
Except as provided in Subsection F of Section 8 [5-8-8 NMSA 1978] of the Development Fees Act, after assessment of the impact fees attributable to the new development or execution of an agreement for payment of impact fees, additional impact fees or increases in fees may not be assessed for any reason unless the number of service units to be developed increases. In the event of an increase in the number of service units, the impact fees to be imposed are limited to the amount attributable to the additional service units.

History: Laws 1993, ch. 122, § 9.

5-8-10. Agreement with owner regarding payment.
A municipality or county is authorized to enter into an agreement with the owner of a tract of land for which a plat has been recorded providing for a method of payment of the impact fees over an extended period of time otherwise in compliance with the Development Fees Act.

History: Laws 1993, ch. 122, § 10.

5-8-11. Collection of fees if services not available.
Impact fees may be assessed but shall not be collected unless the:

A. collection is made to pay for a capital improvement or facility expansion that has been identified in the capital improvements plan and the municipality or county commits to complete construction within seven years and to have the service available within a reasonable period of time after completion of construction considering the type of capital improvement or facility expansion to be constructed but in no event longer than seven years;

B. municipality or county agrees that the owner of a new development may construct to adopted municipal or county standards or finance the capital improvements or facility expansions and agrees that the costs incurred or funds advanced will be credited against the impact fees otherwise due from the new development or agrees to reimburse the owner for such costs from impact fees paid from other new developments that will use such capital improvements or facility expansions, which fees shall be collected and reimbursed to the property owner of record at the time the plat of the other new development is recorded; or

C. time period set forth in Subsection A of this section can be extended, provided the municipality or county obtains a performance bond or similar surety securing performance of the obligation to construct the capital improvements or facility expansions but in no event longer than seven years from commencement of construction of the capital improvements or facility expansion for which fees have been collected. The municipality or county shall establish written procedures to ensure that the owner of a new development shall not lose the value of the credits. Any refund for fees shall be made as provided in Section 17 [5-8-17 NMSA 1978] of the Development Fees Act.

History: Laws 1993, ch. 122, § 11.

5-8-12. Entitlement to services.
Any new development for which an impact fee has been paid is entitled to the permanent use and benefit of the services for which the fee was exacted and is entitled to receive prompt service from any existing facilities with actual capacity to serve the new service units.

History: Laws 1993, ch. 122, § 12.

5-8-13. Authority of municipality or county to spend funds or enter into agreements to reduce fees.
Municipalities or counties may spend funds from any lawful source or pay for all or a part of the capital improvements or facility expansions to reduce the amount of impact fees. A developer and a municipality or county may agree to offset or reduce part or all of the impact fee assessed on that new development, provided that the public policy which supports the reduction is contained in the appropriate planning documents of the municipality or county and provided that the development's new proportionate share of the system improvement is funded with revenues other than impact fees from other new developments.

History: Laws 1993, ch. 122, § 13.

5-8-14. Requirement for governmental entities to pay fees.
Governmental entities shall pay all impact fees imposed under the Development Fees Act.

History: Laws 1993, ch. 122, § 14.

5-8-15. Credits against facilities fees.
Any construction of, contributions to or dedications of on-site or off-site facilities, improvements, or real or personal property with off-site benefits not required to serve the new development, in excess of minimum municipal and county standards established by a previously adopted and valid ordinance or regulation and required by a municipality or county as a condition of development approval shall be credited against impact fees otherwise due from the development. The credit shall include the value of:

A. dedication of land for parks, recreational areas, open space trails and related areas and facilities or payments in lieu of that dedication; and

B. dedication of rights of way or easements or construction or dedication of on-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks or curbs.

History: Laws 1993, ch. 122, § 15.

5-8-16. Accounting for fees and interest.
A. The order, ordinance or resolution imposing an impact fee shall provide that all money collected through the adoption of an impact fee shall be maintained in separate interest-bearing accounts clearly identifying the payor and the category of capital improvements or facility expansions within the service area for which the fee was adopted.

B. Interest earned on impact fees shall become part of the account on which it is earned and shall be subject to all restrictions placed on the use of impact fees under the Development Fees Act.

C. Money from impact fees may be spent only for the purposes for which the impact fee was imposed as shown by the capital improvements plan and as authorized by the Development Fees Act.

D. The records of the accounts into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours of the municipality or county.

E. As part of its annual audit process, a municipality or county shall prepare an annual report describing the amount of any impact fees collected, encumbered and used during the preceding year by category of capital improvement and service area identified as provided in Subsection A of this section.

History: Laws 1993, ch. 122, § 16.

5-8-17. Refunds.
A. Upon the request of an owner of the property on which an impact fee has been paid, the municipality or county shall refund the impact fee if existing facilities are available and service is not provided or the municipality or county has, after collecting the fee when service was not available, failed to complete construction within the time allowed under Section 11 [5-8-11 NMSA 1978] of the Development Fees Act or service is not available within a reasonable period of time after completion of construction considering the type of capital improvement or facility expansion to be constructed, but in no event later than seven years from the date of payment under Subsection A of Section 11 of the Development Fees Act.

B. Upon completion of the capital improvements or facility expansions identified in the capital improvements plan, the municipality or county shall recalculate the impact fee using the actual costs of the capital improvements or facility expansion. If the impact fee calculated based on actual costs is less than the impact fee paid, including any sources of funding not anticipated in the capital improvements plan, the municipality or county shall refund the difference if the difference exceeds the impact fee paid by more than ten percent, based upon actual costs.

C. The municipality or county shall refund any impact fee or part of it that is not spent as authorized by the Development Fees Act within seven years after the date of payment.

D. A refund shall bear interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Section 56-8-3 NMSA 1978.

E. All refunds shall be made to the record owner of the property at the time the refund is paid. However, if the impact fees were paid by a governmental entity, payment shall be made to the governmental entity.

F. The owner of the property on which an impact fee has been paid or a governmental entity that has paid the impact fee has standing to sue for a refund under this section.

History: Laws 1993, ch. 122, § 17.

5-8-18. Compliance with procedures required.
Except as otherwise provided by the Development Fees Act, a municipality or county shall comply with that act to levy an impact fee.

History: Laws 1993, ch. 122, § 18.

5-8-19. Hearing on land use assumptions.
To impose an impact fee, a municipality or county shall schedule and publish notice of a public hearing to consider land use assumptions within the designated service area that will be used to develop the capital improvements plan.

History: Laws 1993, ch. 122, § 19.

5-8-20. Information about assumptions available to public.
On or before the date of the first publication of the notice of the hearing on land use assumptions, the municipality or county shall make available to the public its land use assumptions, the time period of the projections and a description of the general nature of the capital improvement facilities that may be proposed.

History: Laws 1993, ch. 122, § 20.

5-8-21. Notice of hearing on land use assumptions.
A. The municipality or county shall publish notice of the hearing conforming to locally adopted regulations governing change-of-zone requests, except as otherwise provided in this section.

B. The notice shall contain:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON LAND
USE ASSUMPTIONS RELATING
TO POSSIBLE ADOPTION OF
IMPACT FEES";

(2) the time, date and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the land use assumptions that will be used to develop a capital improvements plan under which an impact fee may be imposed;

(4) an easily understandable map of the service area to which the land use assumptions apply; and

(5) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the land use assumptions.

C. The municipality or county, within thirty days after the date of the public hearing, shall approve or disapprove the land use assumptions.

D. An ordinance, order or resolution approving land use assumptions shall not be adopted as an emergency measure and its adoption must comply with the procedural requirements of the Development Fees Act.

History: Laws 1993, ch. 122, § 21.

5-8-22. System-wide land use assumptions.
A. A municipality or county may adopt system-wide land use assumptions for water supply and treatment facilities in lieu of adopting land use assumptions for each service area for such facilities.

B. Prior to adopting system-wide land use assumptions, a municipality or county shall follow the public notice, hearing and other requirements for adopting land use assumptions.

C. After adoption of system-wide land use assumptions, a municipality or county is not required to adopt additional land use assumptions for a service area for water supply, treatment and distribution facilities or wastewater collection and treatment facilities as a prerequisite to the adoption of a capital improvements plan or impact fee, provided the capital improvements plan and impact fee are consistent with the system-wide land use assumptions.

History: Laws 1993, ch. 122, § 22.

5-8-23. Capital improvements plan required after approval of land use assumptions.
If the governing body adopts an ordinance, order or resolution approving the land use assumptions, the municipality or county shall provide for a capital improvements plan to be developed by qualified professionals using generally accepted engineering and planning practices in accordance with Section 6 [5-8-6 NMSA 1978] of the Development Fees Act.

History: Laws 1993, ch. 122, § 23.

5-8-24. Hearing on capital improvements plan and impact fee.
Upon completion of the capital improvements plan, the governing body shall schedule and publish notice of a public hearing to discuss the adoption of the capital improvements plan and imposition of the impact fee. The public hearing must be held by the governing body of the municipality or county to discuss the proposed ordinance, order or resolution adopting a capital improvements plan and imposing an impact fee.

History: Laws 1993, ch. 122, § 24.

5-8-25. Information about plan available to public.
On or before the date of the first publication of the notice of the hearing on the capital improvements plan and impact fee, the plan shall be made available to the public.

History: Laws 1993, ch. 122, § 25.

5-8-26. Notice of hearing on capital improvements plan and impact fee.
A. The municipality or county shall publish notice of the hearing conforming to locally adopted regulations governing change-of-zone requests, except as otherwise provided in this section.

B. The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON CAPITAL IMPROVEMENTS PLAN AND ADOPTION OF IMPACT FEES";

(2) the time, date and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the proposed capital improvements plan and the adoption of an impact fee;

(4) an easily understandable map of the service area in which the proposed fee will be imposed;

(5) the amount of the proposed impact fee per service unit; and

(6) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the plan and proposed fee.

History: Laws 1993, ch. 122, § 26.

5-8-27. Advisory committee comments on capital improvements plan and impact fees.
The advisory committee created under Section 37 [5-8-37 NMSA 1978] of the Development Fees Act shall file its written comments on the proposed capital improvements plan and impact fees before the fifth business day before the date of the public hearing on the plan and fees.

History: Laws 1993, ch. 122, § 27.

5-8-28. Approval of capital improvements plan and impact fee required.
A. The municipality or county, within thirty days after the date of the public hearing on the capital improvements plan and impact fee, shall approve, disapprove or modify the adoption of the capital improvements plan and imposition of an impact fee.

B. An ordinance, order or resolution approving the capital improvements plan and imposition of an impact fee shall not be adopted as an emergency measure and its adoption must comply with the procedural requirements of the Development Fees Act.

History: Laws 1993, ch. 122, § 28.

5-8-29. Consolidation of land use assumptions and capital improvements plan.
A. In lieu of separately adopting the land use assumptions and capital improvements plan for a service area containing not greater than three hundred units, a municipality or county may consolidate the land use assumptions and the capital improvements plan, and adopt the assumptions, the plan and the impact fee simultaneously.

B. If a municipality or county elects to consolidate the land use assumptions and capital improvements plan as authorized by Subsection A of this section, the municipality or county shall first comply with

Section 20 [5-8-20 NMSA 1978] of the Development Fees Act and follow the public notice and hearing requirements for adopting a capital improvements plan and impact fee as provided in Section 21 [5-8-21 NMSA 1978] of that act, except:

(1) the headline for the notice by publication shall read as follows:

"NOTICE OF PUBLIC HEARING ON ADOPTION OF LAND USE ASSUMPTIONS AND IMPACT FEES";

(2) the notice shall state that the municipality or county intends to adopt land use assumptions, a capital improvements plan and impact fees at the hearing and does not intend to hold separate hearings to adopt the land use assumptions, capital improvements plan and impact fees;

(3) the notice shall specify a date, not earlier than sixty days after publication of the first notice, and must state that if a person, by not later than the date specified, makes a written request for separate hearings, the governing body shall hold separate hearings to adopt the land use assumptions and capital improvements plan; and

(4) the notice shall provide the name and mailing address of the official of the municipality or county to whom a request for separate hearings shall be sent.

C. In addition to the requirements of Subsection B of this section, the municipality or county shall comply with all other requirements for adopting land use assumptions, a capital improvements plan and an impact fee.

History: Laws 1993, ch. 122, § 29.

5-8-30. Periodic update of land use assumptions and capital improvements plan required.
A. A municipality or county imposing an impact fee shall update the land use assumptions and capital improvements plan at least every five years. The initial five-year period begins on the day the capital improvements plan is adopted.

B. The municipality or county shall review and evaluate its current land use assumptions and shall cause an update of the capital improvements plan to be prepared in accordance with the Development Fees Act.

History: Laws 1993, ch. 122, § 30.

5-8-31. Hearing on updated land use assumptions and capital improvements plan.
The governing body of the municipality or county shall, within sixty days after the date it receives the update of the land use assumptions and the capital improvements plan, schedule and publish notice of a public hearing to discuss and review the update and shall determine whether to amend the plan.

History: Laws 1993, ch. 122, § 31.

5-8-32. Hearing on amendments to land use assumptions, capital improvements plan or impact fee.
A public hearing shall be held by the governing body of the municipality or county to discuss the proposed ordinance, order or resolution amending land use assumptions, the capital improvements plan

or the impact fee. On or before the date of the first publication of the notice of the hearing on the amendments, the land use assumptions and the capital improvements plan, including the amount of any proposed amended impact fee per service unit, shall be made available to the public.

History: Laws 1993, ch. 122, § 32.

5-8-33. Notice of hearing on amendments to land use assumptions, capital improvements plan or impact fee.
A. The municipality or county shall publish notice of the hearing conforming to locally adopted regulations governing change-of-zone requests, except as otherwise provided in this section.

B. The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON AMENDMENTS TO LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN OR IMPACT FEES";

(2) the time, date and location of the hearing;

(3) a statement that the purpose of the hearing is to consider amendments to land use assumptions, capital improvements plan or impact fees;

(4) an easily understandable description and map of the service area on which the update is being prepared; and

(5) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the update.

History: Laws 1993, ch. 122, § 33.

5-8-34. Advisory committee comments on amendments.
The advisory committee created under Section 37 [5-8-37 NMSA 1978] of the Development Fees Act shall file its written comments with the applicable municipality or county on the proposed amendments to the land use assumptions, capital improvements plan or impact fees before the fifth business day before the date of the public hearing on the amendments.

History: Laws 1993, ch. 122, § 34.

5-8-35. Approval of amendments required.
A. The municipality or county, within thirty days after the date of the public hearing on the amendments, shall approve, disapprove, revise or modify the amendments to the land use assumptions, the capital improvements plan or impact fees.

B. An ordinance, order or resolution approving the amendments to the land use assumptions, the capital improvements plan or impact fees shall not be adopted as an emergency measure and such adoption must comply with the procedural requirements of the Development Fees Act.

History: Laws 1993, ch. 122, § 35.

5-8-36. Determination that no update of land use assumptions, capital improvements plan or impact fee is needed.
A. If at the time an update under Section 30 [5-8-30 NMSA 1978] of the Development Fees Act is required, the governing body determines that no changes to the land use assumptions, capital improvements plan or impact fees are needed, it may, as an alternative to the updating requirements of Sections 30 through 35 [5-8-30 to 5-8-35 NMSA 1978] of the Development Fees Act, publish notice of its determination conforming to locally adopted regulations governing change-of-zone requests, except as otherwise provided in this section.

B. The notice shall contain the following:

(1) a headline to read as follows:

"NOTICE OF DETERMINATION NOT TO
UPDATE LAND USE ASSUMPTIONS,
CAPITAL IMPROVEMENTS PLAN OR
IMPACT FEES";

(2) a statement that the governing body of the municipality or county has determined that no change to the land use assumptions, capital improvements plan or impact fees are necessary;

(3) an easily understandable description and a map of the service area in which the updating has been determined to be unnecessary;

(4) a statement that if, within a specified date, which date shall be at least sixty days after publication of the notice, a person makes a written request to the designated official of the municipality or county requesting that the land use assumptions, capital improvements plan or impact fees be updated, the governing body may accept or reject such request by following the requirements of Sections 30 through 35 of the Development Fees Act; and

(5) a statement identifying the name and mailing address of the official of the municipality or county to whom a request for an update should be sent.

C. The advisory committee shall file its written comments on the need for updating the land use assumptions, capital improvements plan and impact fees before the fifth business day before the earliest notice of the governing body's decision that no update is necessary is mailed or published.

D. If by the date specified in Paragraph (4) of Subsection B of this section, a person requests in writing that the land use assumptions, capital improvements plan or impact fees be updated, the governing body shall cause, accept or reject an update of the land use assumptions and capital improvements plan to be prepared in accordance with Sections 30 through 35 of the Development Fees Act.

E. An ordinance, order or resolution determining the need for updating land use assumptions, capital improvements plan or impact fees shall not be adopted as an emergency measure and its adoption must comply with the procedural requirements of the Development Fees Act.

History: Laws 1993, ch. 122, § 36.

5-8-37. Advisory committee.
A. On or before the date on which the order, ordinance or resolution is adopted under Section 19 [5-8-19 NMSA 1978] of the Development Fees Act, the governing body of a municipality or county shall appoint a capital improvements advisory committee.

B. The advisory committee shall be composed of not less than five members who shall be appointed by a majority vote of the governing body. Not less than forty percent of the membership of the advisory committee must be representative of the real estate, development or building industries. No members shall be employees or officials of a municipality or county or other governmental entity.

C. The advisory committee serves in an advisory capacity and shall:

(1) advise and assist the municipality or county in adopting land use assumptions;

(2) review the capital improvements plan and file written comments;

(3) monitor and evaluate implementation of the capital improvements plan;

(4) file annual reports with respect to the progress of the capital improvements plan and report to the municipality or county any perceived inequities in implementing the plan or imposing the impact fee; and

(5) advise the municipality or county of the need to update or revise the land use assumptions, capital improvements plan and impact fee.

D. The municipality or county shall make available to the advisory committee any professional reports with respect to developing and implementing the capital improvements plan.

E. The governing body of the municipality or county shall adopt procedural rules for the advisory committee to follow in carrying out its duties.

History: Laws 1993, ch. 122, § 37.

5-8-38. Duties to be performed within time limits.
If the governing body of the municipality or county does not perform a duty imposed under the Development Fees Act within the prescribed period, a person who has paid an impact fee or an owner of land on which an impact fee has been paid has the right to present a written request to the governing body of the municipality or county stating the nature of the unperformed duty and requesting that it be performed within sixty days after the date of the request. If the governing body of the municipality or county finds that the duty is required under the Development Fees Act and is late in being performed, it

shall cause the duty to commence within sixty days after the date of the request and continue until completion.

History: Laws 1993, ch. 122, § 38.

5-8-39. Records of hearings.
A record shall be made of any public hearing provided for by the Development Fees Act. The record shall be maintained and be made available for public inspection by the municipality or county for at least ten years after the date of the public hearing.

History: Laws 1993, ch. 122, § 39.

5-8-40. Prior impact fees replaced by fees under Development Fees Act.
An impact fee that is in place on the effective date of the Development Fees Act shall be replaced by an impact fee imposed under that act by July 1, 1995. Any municipality or county having an impact fee that has not been replaced under that act by July 1, 1995 shall be liable to any party who, after the effective date of that act, pays an impact fee that exceeds the maximum permitted under that act by more than ten percent for an amount equal to two times the difference between the maximum impact fee allowed and the actual impact fee imposed, plus reasonable attorneys' fees and court costs.

History: Laws 1993, ch. 122, § 40.

5-8-41. No effect on taxes or other charges.
The Development Fees Act does not prohibit, affect or regulate any tax, fee, charge or assessment specifically authorized by state law.

History: Laws 1993, ch. 122, § 41.

5-8-42. Moratorium on development prohibited.
A moratorium shall not be placed on new development for the sole purpose of awaiting the completion of all or any part of the process necessary to develop, adopt or update impact fees.

History: Laws 1993, ch. 122, § 42.

5-8-43. Purpose; transfer of development rights.
A. The purpose of this section is to:

(1) clarify an application of existing authority;

(2) provide guidelines for counties and municipalities to regulate transfers of development rights consistent with comprehensive plans;

(3) encourage the conservation of ecological, agricultural and historical land; and

(4) require public notification of transfers of development rights.

B. A municipality or county may, by ordinance, provide for voluntary transfer of all or partial development rights from one parcel of land to another parcel of land.

C. The ordinance shall identify on a zoning map areas from which development rights may be transferred and areas to which development rights may be transferred.

D. The ordinance shall provide for:

(1) the voluntary transfer of a development right from one parcel of land to increase the intensity of development of another parcel of land;

(2) joint powers agreements, if applicable, for administration of transfers of development rights across jurisdictional boundaries;

(3) the method of transfer of development rights, including methods of determining the accounting for the rights transferred;

(4) the reasonable rules to effect and control transfers and ensure compliance with the provisions of the ordinance; and

(5) public notification to the areas to which development rights may be transferred.

E. Transference of a development right shall be in writing and executed by the owner of the parcel from which the development right is being transferred and acknowledged by the transferor. A development right shall not be subject to condemnation.

F. As used in this section, "development right" means the rights permitted to a lot, parcel or area of land under a zoning ordinance or local law respecting permissible use, area, density or height of improvements executed thereon, and development rights may be calculated and allocated in accordance with density or height limitations or any criteria that will effectively quantify a development right in a reasonable and uniform manner.

G. Nothing in this section shall be construed to authorize a municipality or a county to impair existing property rights.

History: Laws 2003, ch. 229, § 1.

ANNOTATIONS
Cross references. — For property law in general, see Chapter 47 NMSA 1978

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CAPITAL IMPROVEMENT ADVISORY COMMITTEE MINUTES

Committee Chair
Doug Butler

Vice Chair
Steve Newby

Committee Members
Don Curnutt
Troy Mitchell

Thursday, October 24, 2024, at 1:30pm

Las Cruces Utilities
680 N. Motel Blvd.
Board Room 218

CITY OF LAS CRUCES

Meeting Audio can be found here.

PRESENT: Chairman Doug Butler, Vice-Chair Steve Newby, Troy Mitchell, Don Curnutt
ABSENT: None

1. CONFLICT OF INTEREST
There was none.

2. PUBLIC PARTICIPATION
There was none.

3. ACCEPTANCE OF AGENDA & MINUTES
Agenda accepted. Add motion votes, acceptance
The minutes were tabled until next meeting.

4. CITY STAFF AND/OR CONSULTANT FOLLOWUP

4.1. **FY25 - Q1 Public Safety Projects Update**
Fire Chief Jason Smith presented the quarterly update report.

Curnutt asked for a copy of the schedule discussed in the presentation of projects so he can overlay that with his program schedule.

4.2. **FY25 - Q1 Parks & Recreation Projects Update**

DRAFT

Parks and Recreation Planning & Construction Administrator Katherine Harrison Rogers presented the quarterly update.
Chairman Butler asked how the $314,000 in impact fees will be used.

Rogers indicated the multi-use trail and the aquatic playground.

Curnutt asked if contractors bid separately for different line items, identifying the funding sources, so you can see what the cost of the development impact fee part of the project is.

Rogers said generally no, we do not break it down that way, with the exception of the East Mesa Recreation Complex.

Director of Parks and Recreation Steven Bingham explained how certain larger projects are broken down into subsections and that is how bids are given. Then staff goes through the subsections and determines where they are paid out of.

Rogers clarified that all project presented here today have all been earmarked as PIF projects.

4.3. **FY25 Q1 Public Safety & Parks and Recreation Financials Update**
Accountant Roberta Marquez presented the Public Safety financials update.

Newby asked for more information on the first three months of the year.

Marquez and Assistant City Manager Sonya Delgado both indicated that they would research the question and get the information back to him.

Marquez then presented the Parks and Recreation financials update.

Butler asked what is the anticipated fund balance for end of the year?

Bingham stated that they are adding three million to the East Mesa Community Park that should be spent by the end of the year.

4.4. **FY25 Q1 Utilities Projects & Financials Update**
Assistant Utilities Director Domonique Rodriguez presented the update.

Rodriguez also clarified that Table 1 is incorrect on the report and will be updated and sent to the committee immediately following the meeting. She also gave an update of Water and Wastewater plans and when they will be going to City Council.

DRAFT

Curnutt asked a clarifying question about Utilities having spent one million dollars, so where is the other four million going?

Rodriguez stated they are reviewing to possibly add an additional Wastewater treatment facility needed on the East Mesa. We do not know what the cost is, once we get an appraisal then they will have to amend the CIP.

Curnutt asked if the Fairway sewer project is funded by impact fees.

Rodriguez stated yes, this is the only project we have funded this year and it's ongoing.

Curnutt asked her to explain the $656,000 in FY25.

Rodriguez stated that the remainder of the money is for the beginning phases to determine land appraisal for the new treatment facility on the East Mesa. Once we have a contract and a PO then I will add it to the report.

Butler stated that the committee interprets the code as requiring more specific details when talking about use of funds. The committee has concerns when generic and/or broad terms are used.

Assistant City Manager Sonya Delgado stated that in some instances, the impact fee if based on what we think we might be seeing down the road. We still have to do the study, we know East Mesa is still growing. We knew it would trigger Utilities and we weren't sure to what degree.

Curnutt asked about the last two words in the description for Fairway, existing customers, because impact fees should be used for new development.

Rodriguez stated that we are not upgrading them. They are existing customers for gas and water only. They are not connected to our sewer system at the moment. Once the meter is installed, they will pay a wastewater impact fee for the newly constructed sewer line. They have never been assessed a wastewater impact fee. We are installing a line right in front of them, to provide a new service, so when they come in to connect to us we will assess the wastewater impact fee at that time.

Curnutt asked Nann Winter (LCU Legal Counsel) I thought they couldn't do that? Can they do that?

Winter stated yes, it is a new service. They are adding capacity.

DRAFT

Mitchell clarified to the committee, you're developing new sewer lines for that area so for sewer specifically it would be a new development. To get connected you would have to pay an impact fee.

4.5. **CY24 Q3 Community Development Activity Report**
Director of Community Development Larry Nicholas presented.

4.6. **Ranking Of New Committee Member**
Chair Butler discussed with the committee. It was decided that the ranking sheets would be collected at the end of the meeting.

5. ACTION ITEMS

H 5.1. **Parks & Recreation: Land Use Assumption for Parks and Recreation**

Rogers introduced the TischlerBise Consultant Julie Herlands. Herlands presented a Land Use Assumption report and current Level of Service report to the committee. She also answered several clarifying questions during the presentation.

Butler asked for clarification on what the action item was, and what the committee was being asked to approve.

Rogers stated that due to the Land Use Assumptions being reviewed and adopted every five years, today we are asking the committee to recommend to City Council whether or not to use the assumptions that TischlerBise outlined in the presentation.

Rogers and Bingham answered several questions regarding the current land use assumption versus the previous land use assumption.

Delgado also provided information about the previous land use assumption and what the sticking points were from the public.

Herlands explained the reasoning behind looking at the Parks system as a whole instead of breaking it out into sections and how NMSU parks do not factor into the current assumptions since they are not City maintained.

Butler clarified what was being requested of the committee, recommending to City Council that the items mentioned in the TishlerBise report be used as we move forward in the Parks and Recreation Impact Fee Study.

DRAFT

Bingham recommended tabling the vote to the January meeting to allow for the committee members and the public to review the information before voting to make a recommendation to City Counsel.

Mitchell - moved
Newby - second
Unanimous vote to table until the January meeting.

6. BOARD COMMENTS

6.1. November and December Meeting

The committee decided that meetings in November and December were not necessary.

6.2. Impact Fee Studies Checklist

The committee discussed how their checklist will be used to assist in the review of information and reports that are presented to them. The revised schedule will also bring the committee into better alignment with the City's schedule.

The committee and Delgado reviewed outstanding tasks to be completed.

7. ADJOURNMENT:

Mitchell - moved
Newby – second
Unanimous vote to adjourn.

DRAFT

Capital Improvements Advisory Committee
Minutes for the Meeting on
January 23, 2025
1:30 p.m.
Utilities Center
Board Room 218

Committee Members Present:
Doug Butler, Chairman
Don Curnutt, Committee Member
Joe Dearing, Committee Member

Committee Members Absent:
Troy Mitchell, Committee Member
Steve Newby, Vice-Chairman

Chair Butler called the regular meeting to order at approximately 1:30 p.m.

1. Conflict of Interest:

Chair Butler stated first of all, is there anyone on the committee or the staff who has a conflict with any item on the agenda today?

There were none.

2. Public Participation:

Chair Butler asked is there anybody who'd like to address the committee?

There were none.

3. Acceptance of Agenda and Minutes:

3.1. September and October Approved Minutes Attached:
3.2. October 24, 2024 Regular Meeting Minutes:

Chair Butler stated I would entertain a motion to accept the agenda and the minutes from the work session on September 26th, the regular session on the 26th of September, and the regular meeting of October 24th.

CURNETT: MOVED
DEARING: SECOND
MOTION PASSES UNANIMOUSLY.

The Minutes were Approved Unanimously 3-0.

4. City Staff and/or Consultant Follow-Ups:

4.1. Introduction of New Committee Member:

Chair Butler introduced new member Joe Dearing and gave him the floor to introduce himself to the committee and attendees.

Committee member Joe Dearing introduced himself and gave a brief summary of his resume, past committee/board experience and what he hoped to accomplish by being on the CIAC committee.

4.2. Open Meetings Act (OMA) Training:

City Clerk Christine Rivera gave a presentation on the basics of OMA, Robert's Rules of Order, the code of ethics, and general meeting expectations.

4.3. Community Development 2024-Q4 Update:

Community Development Deputy Director Tim Pitts presented the Quarterly Report for Quarter 4 of calendar year 2024.

Dearing asked for the name of the large development south of Onate.

Pitts stated that it's the Sierra Norte project, done by the same company that did Metro Verde.

Dearing asked if this a complete total of impact fees for 2024 or is there a part of December still?

Pitts stated that this is the complete report, generated January 1 and the last slide shows the total number for the year.

5. Action Items:

5.1. Parks and Recreation - Land Use and Level of Service Assumptions:

Parks & Recreation Parks Plan & Construction Administrator Katherine Harrison-Rogers presented a short review of the tabled action item from October. This included a partial presentation from Carson Bise of TischlerBise Consulting, who formulated the Land Use and Level of Service Assumptions for Parks & Recreation.

Harrison-Rogers asked if the committee would like a full presentation like they did in October, or if they had questions to ask.

Curnutt stated that he has had plenty of time with the information and doesn't feel that he needs the complete presentation again.

Dearing stated I have some issues concerning the neighborhood parks and level of service and that the decrease from 1.2 to 0.85 acres is almost a 30% decrease. And I don't know if Parks is having financial problems or if, why we're having such a negative trend there. The parks that I live around you see sometimes 30,40, kids in Sage Crest Park, for example. Anyway I was looking at the figures in here and you have 98.3 acres now, and in 2019 you're working backwards the population was 103,432. If you divide that by 1000 you have 103.4.

And 103.4 4 times 1.2 is, which you would have had 124.1 acres in neighborhood parks in 2019.

But it seems that somehow we lost 25.8 acres of neighborhood parks in five years. I don't know if some of them got. maybe did get moved to another status or what happened. Were there the same amount of parks in, neighborhood parks in 2019 as there were Now? We probably should have had more. I don't know which ones. And this is just kind of stick out to me. But it looks like you have an error in the calculation, something there, either what's before or what it is now. And I know you didn't do it. It's the consultant of the City did it. And that was really my only comment. It's just, I have a concern about that decrease.

Consultant Bise stated I just pulled up the 2019 study, and there were 108.9 acres of neighborhood parks. Off the top of my head, and in the level of service in that draft was 1.06 acres per 1,000. I don't know off the top of my head why the number is slightly different, although it does change over time sometimes because what happens is you know like for instance we're doing you know an impact fee for parks in Grand Junction, Colorado, and as part of that process you know there's better data. Like for instance we were, you know we could have been told in 2019 that one park was 3.5 acres, and it's really 4.1 acres, right. So some of the park numbers may have changed. Sometimes things get taken out of the level of service calculation. Like for instance I'm just looking at slide 15 which is a neighborhood park level of service, and one thing that sticks out to me is there was, I mean it's only a tenth of an acre, but there were *(inaudible)* right-of-way pavilion in the 2019 study. It's not part of this study. Now, if I had five minutes to answer the question, I could go through here quickly and see if there's parks that are missing. So that answers, I mean I think that partially answers why there were more acres in the 2019 study versus the current study. And the other part of that question maybe because some park may have gotten reclassified and is now part of the community parks inventory or something else.

The other reason why levels of service sometimes decrease was addressed earlier in the previous presentation, which is you know if a jurisdiction hasn't updated or adopted increased impact fees over a five or six or seven year period, a lot of times the level of service does decrease because you don't have as much money as you should have available in order to expand your existing base. And so by definition the levels of service tend to decrease over time in situations like that.

Dearing asked is that because you don't have enough money to maintain the parks?

Harrison-Rogers stated park maintenance is not something that we use Park Impact Fees for, per se. That's sort of a separate issue altogether. But we can replace or add value to parks and to continue level of service that maybe that had been decreasing because of population growth. So, for example, adding pickleball courts that didn't otherwise exist at a park because that maybe maintains that level of service rather than decreasing the level of service over time. I'm not quite sure if that answered your question or not.

Consultant Carson Bise stated it also sometimes to the previous point is that one reason why jurisdictions choose not to increase impact fees is because of the operating cost commitment, right. Like for instance, I remember during the Great Recession many of our client's sort of backed off when they were redoing impact fees on a land component because of the operating

cost. And so what the focus of the fees became, well let's just improve the undeveloped portion of existing parks because we can't afford to maintain additional acres. So sometimes that is a consideration in terms of letting your level of service decline because of the operating commitment that it takes to maintain, you know, buying additional park land at a certain rate.

Butler stated in our October meeting when we were discussing this, it's related to Joe's comment, but aside from the actual calculations of the number, we had a concern, and I still have a concern about the decline you know in level of service. As you point out it's 30% or more in neighborhood parks. And I think as we talked about it there were several things that appeared to us to be causes of that. One is that the last time the City increased impact fees was in 2013. That limits your ability to build projects. The second is that in 2013 the fees that the City Council adopted were less than had been justified in the study and less than was needed to maintain service level. And then finally, and I got a note from Troy who wasn't able to be here today, and his concern was that we have collected a lot of impact fees, reserves have been building. We haven't been spending at the rate we've collected and that the problem with that is then all three of those factors tend to degrade the level of service. You are not building the projects that you then study to determine what the current level of service is. So from my vantage point at least, you can't fix that with impact fees. You can't spend more money than level of service is indicated, but you can stop degrading it further. And so as we look at this, that's one of the things I would like to see is a strong statement to the effect that, okay we've seen this decline let's not let it decline any further before we really get in worse shape. It has a lot to do with the quality of life in the City and with vitality and attractiveness of the area. So I guess that came out as a sermon more than a question. But other questions?

Curnutt asked when we're using the persons per housing unit at 2.44 is what you use through the rest of your analysis. Why don't we use the 2.68 which is, you know what I, the way I read this chart it says that we have something like 30,542 households. We have 33,000 family housing units. So that tells me you've got 3,000 family housing units that are vacant. So why do you crank that in? Why isn't it that again the 2.68 which is the persons per household that you really, the reality instead of the 2.44?

Bise stated yes, good question. That's a fairly common question. Because if we use persons per household, we would have to factor in a vacancy rate in the projections. And it's better to use persons per housing unit because each building permit that is pulled is going to pay an impact fee. And if you use the 0.2 or the 2.68 as the factor for every building permit, you're going to overstate the impact fee because you're always going to have a certain number of units that are vacant. Now the person per household is typically used in communities that have a very strong seasonal population, like you know we do a lot of work now on the coast of South Carolina, you know, like Horry County where Myrtle Beach is. And so you use person per household and you assume 100% occupancy rate in order to calculate you know the peak or seasonal population. But in a community like Las Cruces it's you know best practices to use person for housing unit, because otherwise you'd have to factor in a vacancy rate.

Curnutt stated well I guess I hear what you're saying, but it looks like reality tells you you've got 2.68 people per household. So that's how many in the occupied housings that you've got

that that's what your numbers would be. But you know I don't know if that means anything else to anybody else, but it just doesn't make sense to me. But okay. Thank you.

Butler stated I don't, you know other than the concerns I just expressed, I didn't have any serious issues with the study or how it was put together. I would like to make a suggestion of a motion and see if anybody else buys into my point of view. Basically, let me just read this. The CIAC recommends updating the parks land use and levels of service assumptions as outlined in the TischlerBise draft report dated September 30, 2024, while expressing our concern about the dramatic and continuing degradation parks level of service. The proposed levels of service are artificially low because the City has not updated fees since 2013. The fees that were adopted in 2013 were significantly less than recommended and justified at the time. The fees have been collected, that have been collected have not been spent in a timely manner. As a result, the projects needed to support new development have not been completed and therefore cannot be reflected in the current levels of service. The statutes do not provide a means to remedy these past shortcomings using development fees, but all actions needed should be taken to avoid them going forward to eliminate further degradation

Curnutt stated well that sounds like a positive things for Park and Rec. And so I think that's a valid point, and I would, I so move to make that a motion. And anyway.

Dearing seconded the motion and requested continuing updates on the issues brought up during the discussion.

Butler stated I think one thing that was mentioned in the last meeting is we're adopting at this point to give guidance on moving forward with the full study. If we, if there's additional supplemental information or points of view by the time the final impact fee study comes in, we could go back and address those at that time. Is that accurate?

Harrison-Rogers stated that's correct. Chair Butler and members of the committee. We anticipate on bringing at least a draft analysis of these impact fees in the latter part of February, possibly March at the latest, just so that you have an opportunity to look at those if a decision is made today. And we can address some of those concerns on top of that.

CURNUTT: MOVED
DEARING: SECOND
MOTION PASSES UNANIMOUSLY.

6. Committee Discussion:

Curnutt stated I have a couple of items if I could. I regret the fact that our other committee members aren't here. Last January, we as a committee submitted our draft, no, not our draft, we submitted our annual report to the City Manager via the Assistant City Manager. And in February the City Manager came and had discussions with us concerning that report. And in that meeting I asked if we could get a copy of the endorsement that the City Manager put on it to send to the City Council and Mayor. We were never able to get that. There's no record showing that the City Manager ever, ever discussed it with the City Council. And so I'm assuming that it was not submitted to the City Council. So my question to the committee is, is should we go through the process of resubmitting that same report again up the chain of

command as directed under City ordinance and state law, to make sure that the City Manager takes that report and gives it to the City Council as per the ordinance, as per the state law. That's my question I have for the for the committee.

Butler stated for my part, I think that makes sense. The new City Manager intends to come to the February meeting is my understanding. I think, for us to in essence resubmit our annual report, have ot officially on board, him an opportunity to comment or us to ask questions would make sense.

Curnutt stated I guess my question would be, is, do we put a new cover letter on the report? And indicate that we're resubmitting this and based on why we're resubmitting it? Or do we just, there has to be a record of it. I think we had some discussions. Was it submitted in association with our minutes? I don't remember in January or February. I know it indicates that we submitted it or turned it in, but I don't remember that there was ever a full copy in the minutes. I don't remember seeing that when I went back through the February.

Butler stated as I recall there was a, the final draft that we approved was attached to the minutes and the motion was made and approved to adopt it.

Curnutt stated okay. So again would the format be as we take that and resubmit it to the City Clerk? Do we resubmit it to Sonya? Do we resubmit it? What's the proper chain to resubmit?

Assistant City Manager Sonya Delgado stated Mr. Chair, members of the board. Sonya Delgado, Assistant City Manager. You can put a cover letter. That's entirely up to this committee. You can submit it the way you submit the very first time. Or you can put a cover letter stating you want to resubmit it. Last time it was handed to me and I personally took it to the City Manager. We can do the same. You can vote on how that process is going to happen. And I can ensure you I will, assure you that I will get that to the City Manager. Now whether the City Manager shares it and how he shares it with Mayor and Council, that's up to him. I can't.

Curnutt stated well then you know if it's totally up to the City Manager, you know he's breaking the process in that the letter isn't to him, it's via him so that he can put it in his *(inaudible)*. But it's not addressed to him. So should the process be that if we can't trust that approach, do we submit one direct to the Mayor and one to the City Manager and let them see if they'll come together and do it? There's got to be a process. If the law tells us to submit it via ordinance and law tells us to submit it through the City Manager to get to the commission or Council and the Mayor, if that process we can't trust how do we ensure that that process works?

Delgado stated understood. I'm just letting you know that I don't know how he shares that. That part I don't know. I don't know if it was shared. I cannot answer that question. All I can tell you was my part up until that point.

Curnutt stated yes, I understand that. But somebody in the City ought to be able to tell us how we can submit it that we know that it'll get, that the law will be followed to get it to where it's supposed to go. Are we supposed to just walk into a City Council meeting and lay

it down right in front of the Mayor? Is that the only way we know we can trust it? If I put it in a, if we put it in an envelope and mail it and it goes to the City Manager's office, I don't know if it goes into file 13 or whether it goes to him. I don't know that it's logged in and tracked through the system. You know I have no idea how it works. And I see our City Clerk is not here to maybe answer some of those questions. But you know from my perspective it just seems like there ought to be a guaranteed way, if we address it as a committee in accordance with the ordinance, City ordinance that it would, should arrive at its destination. And so maybe we try a *(inaudible)* this dark hole again and seeing if it shows up. But anyway, my question is, is do we resubmit? I'm asking that to the committee.

Butler stated and I agree as well. I think we should resubmit. We can use the same method we did last time and in the February meeting, the City Manager can be asked directly.

Curnutt stated okay. Thank you, Mr. Chairman. And I've got one more item if I may proceed. Mr. Chairman, I'd like to, effective following this meeting, I'd like to turn in my resignation. Hand deliver you a copy and hand over a copy of that, an original to Sonya. And I express my gratitude for the opportunity to work with this committee over the last three plus years. So thank you very much for tolerating me and my questions. Thank you, Mr. Chair.

Butler stated and I am making a similar announcement. I am resigning as well. I have appreciated the trust and support from the committee members, and I think we've made significant progress in clarifying what the requirements are for impact fees, streamlining the process, highlighting places where we think it needs further consideration and discussion. And I think we've greatly improved that transparency and accountability with our checklists and with the annual report, etc. And I will, I don't know maybe, could you pass that on for me?

Dearing stated well I just have a couple of comments that I'm sure that's in that notebook. I have a lot of questions about impact fees. You know, I didn't realize building permits were part of the impact fees. I guess they are.

Butler stated they are not. They were listed on that chart, but they are separate.

Dearing stated terminology, abbreviations, those kind of things I'm sure I might have some questions. I really don't understand the process. Who determines a developer needs to pay impact fees? Is it one person? Is it several entities? Is there a contract? This, you know we did impact fees in Hobbs quite a bit, but we just had a flat sum if they oversized to the water line. Usually the City was paying developers for whatever construction was needed to match up, and there were nothing they had to pay billing fees and stuff like that, but they had to put in everything else. But is there an engineer that approves the plans when you do these impact fees? These kind of things which you know, anyway I'll learn that, but I'm going to be back for the next meeting.

Delgado stated Well, Mr. Chair, members of the board, Board Member Dearing. We can certainly set up a meeting, and we can walk you through how those impact fees are assessed and when they get applied.

Dearing stated I think I can probably just send an e-mail. And there's some questions, because I kind of hard to, if you don't know what you're, if you don't know what you don't know, it's hard to know how to ask to learn what you don't know.

7. Next Regular Meeting:

7.1 February 27, 2025:

Chair Butler stated the next meeting is February 27.

8. Adjournment:

CURNUTT: MOVED
DEARING: SECOND
MOTION PASSES UNANIMOUSLY.

Chairperson

ATTACHMENT "C"

Capital Improvements Advisory Committee
Minutes for the Meeting on
February 27, 2025
1:30 p.m.
Utilities Center
Board Room 218

Committee Members Present:
Steve Newby, Committee Member
Joe Dearing, Committee Member
Troy Mitchell, Committee Member

Committee Members Absent:

Vice-Chair Newby called the regular meeting to order at approximately 1:30 p.m.

Vice-Chair Newby: For those of you who don't know, my name is Steve Newby. I'm the Vice-Chair. And I'll be running this meeting. I've been on this, gosh, Sonya, five years. Seems like 20. You know, last man out, so we'll see. Greetings to Ikani. I've heard lots of good things about you. And greetings to the attorneys. I won't say anything you know personal about them.

A couple of things I think I want to talk about before we get into the agenda is we've lost two great guys. Don and Doug served well. Both of them were probably too smart for some of us. And I tell you what they made a lot of good decisions and put this committee I think on a road that will serve us all well as we go forward. All of that said, I don't need to tell you all of that also they had a way of, looking for nice words, had a way for pressing their issues without assuming that there might be other voices. And I know some of that rubbed off on staff in a way that wasn't good for anyone. Needless to say, I was very surprised that they both stepped aside. But I just want to congratulate them for bringing this committee the importance that I think it deserves. It's certainly a different committee today than it was when I joined five years ago. So enough said about that.

1. Conflict of Interest:

Vice-Chair Newby: Is there anyone who has a Conflict of Interest with anything that's on the agenda? Seeing none.

There were none.

2. Public Participation:

Vice-Chair Newby: Do we have anybody in the public that would like to address the committee? Yes, sir. Just go to the podium and state your name.

Garcia: My name is Juan Garcia. and I'm speaking for one of my colleagues that was unable to be here today, named Sarah Smith. And I start, everyone agrees

that Las Cruces needs more affordable housing options, yet the proposal for increased Park Impact Fees will only make our situation worse. Park Impact Fees directly impact the cost of the buyer of a property, thereby affecting the overall affordability of each home or apartment. If you want to decrease housing costs for low-income families, the Park Impact Fees for smaller homes should be greatly reduced. However, there should not be an increase of the Park Impact Fees for larger homes. Currently, Las Cruces's Park Impact Fees are much higher than other cities in New Mexico to include Albuquerque, Santa Fe, and Rio Rancho.

The recently passed Realize Las Cruces is going to further increase costs because it will require the developer to cover the entire cost of the parks they build in developmental areas. Whereas prior to Realize, the developer only covered the park land cost, but the City reimbursed the developers for the cost of the actual park development. Therefore, it makes the most sense to reduce the Park Impact Fees for smaller homes, but not increase the fees for larger homes. And in closing, one other area that needs to be addressed is the Park Impact Fees for apartment complexes. Las Cruces should do like other cities and greatly reduce that per unit Park Impact Fees for apartments in order to make them more affordable for the families of Las Cruces. Thank you.

Vice-Chair Newby: Thank you very much. Anyone else? Seeing none.

3. Acceptance of Agenda and Minutes:

3.1. January 23, 2025 Regular Meeting Minutes:

Vice-Chair Newby: Can I get a motion to accept the agenda and the minutes?

Dearing: I'll second the motion.

Mitchell: I'll move. Yes.

Vice-Chair Newby: Okay, moved and second. How do you vote?

MOTION PASSES UNANIMOUSLY.

Vice-Chair Newby: Okay, looks like those are both approved.

The Minutes were Approved Unanimously 5-0.

4. Action Items:

4.1. Review and Recommendation of the City of Las Cruces Parks and Recreation Impact Fee Study: Land Use Assumptions, Capital Improvements Plan and Development Impact Fees.:

Vice-Chair Newby: Next item or Action Items is the Review and Recommendation of the City of Las Cruces Parks and Recreation Impact Fee Study, Land Use Assumptions, Capital Improvement Plan, and Development Impact Fees. Consultant report.

Harrison-Rogers: Good afternoon, gentlemen. My name is Catherine Harrison-Rogers with Parks and Rec staff. Today we're introducing the Park Impact Fee Study. I know that you've seen portions of this, in particular the land use assumptions, as well as levels of service, which was recommended for approval during your last meeting in January. The report before you that was provided in advance of this meeting represents the highest amount feasible of new growth's fair share of the cost to maintain existing levels of service. What we're going to do today is have our consultant with TischlerBise, Julie Herlands, go over the report that was prepared by them with those results. And as you look at the materials, I want to recommend that some of the things you should pay particularly close attention to are the housing types being utilized or recommended, the unit sizes or other alternatives in terms of how the fee schedule methodology has been comprised, and we've presented two different options for you today, as well as the capital improvement facility types. These include community parks, community park athletics, neighborhood parks, special facilities, and park improvements of all facilities. We would like to point out that neighborhood parks were included as part of the required improvements, part of subdivisions moving forward with Realize Las Cruces, the land development code, that was recommended for adoption by City Council in February, February 18th, to be exact. And so as you look at this information we encourage you to perhaps think about removing neighborhood parks from the equation.

And so we also have a couple of other facility types that includes trails, recreation centers, indoor aquatics, outdoor aquatics, and then other eligible facility types. So as we move forward, again keep these in the back of your mind. And what I will do is I will go ahead and introduce Julie Herlands with TischlerBise and go ahead and open her PowerPoint so that she can walk you through that evaluation. Julie, are you with us?

Herlands: Yes, I am. Can everyone hear me?

Harrison-Rogers: Yes, we can. We have the presentation up for you. Would it be easier for her to share or would it be easier for us to get this? Would you rather share your screen, Julie, or would you rather us put the presentation on the screen to walk through?

Herlands: I can share from here, that's fine. Okay. I think that's going to be easier, perhaps. Okay, can everyone see my screen then? Or I can, if it's easier for you all to access it from there, that's fine, too.

Harrison-Rogers: Right now we're not seeing any shared screen on your end.

Herlands: Okay, well why don't you just, you can pull it up there since I saw it before and that's fine.

Harrison-Rogers: Okay.

Herlands: It's fine for me. Perfect. Okay. Great, thank you. Well, good afternoon. It's good to be with you all again virtually. Thank you for accommodating being virtual. Again, my name is Julie Herlands. I'm Vice President with TischlerBise. And I have a brief set of slides. And as we go through if there are questions at the end, we have further detail in the slide deck to refer to if necessary, as well as the report itself which I understand you have seen. So next slide, please.

Just by way of introduction and overview in terms of impact fees, you currently have Parks Impact Fees in place, Public Safety Impact Fees in place. They are one-time payments at the time of building permit. So this is paid by new development not existing residents or businesses unless there is an expansion or a change in use that changes the impact of the land use of the site. The fee revenue then pays for capital improvements that provide additional capacity in the infrastructure that the funds cannot be used for operations, maintenance or repairs. Impact fees are a land use regulation. They're not a tax. While it does generate revenue. And again, a regulation, and that's why there's a need for a study that you contract out to conduct with us. And there are requirements that need to be met which are these three items. There's a need for additional infrastructure. That is generated from growth. That's required or does it need, that is brought about by new growth. That new growth pays its fair share of the costs so these fees need to be proportional, again the need for the study and what's also in the study. And then that growth ultimately receives a benefit, the payer ultimately receives a benefit from the infrastructure that's built with the fees that were paid by new growth. Again, land use assumptions, levels of service, and the report are necessary to satisfy these three requirements. Next slide, please.

And then today I'm going to just present a brief refresher of the levels of service and those growth-related needs in each of those, the park and recreation infrastructure components. Carson Bise presented the last time in terms of the review of the level of service, I believe that was last month. So hopefully it's relatively fresh. And again we can go through any specific questions you all have on any of that detail. And then we're going to provide, as Katherine mentioned, the calculated impact fees. And so what this represents is just that the calculated maximum supportable of all, of the supportable fees with all of the components that we're going to talk about, including both with neighborhood parks and without neighborhood parks. Now given that the Realize Las Cruces was just adopted with the requirement or the neighborhood park provision as part of subdivision approval, the, our strong recommendation and what we would advocate for is taking the neighborhood park component out of the impact fee since that will be met through this other avenue. So again so we're presenting the total fee schedule with all of these components both with neighborhood parks and without neighborhood parks. Now, if there is further decision and determination to take

out other components, that would obviously affect the overall schedule as well. But right now just to two permutations of the fee schedule. And then again some more detail in this presentation that echoes what's in the written report. So next slide please.

And then you could probably go right on. So we're going to talk about a summary of the level of the service and growth related needs. So next slide. So this is kind of a snapshot, high level snapshot of all of the components and the levels of service and the cost factors for each of the infrastructure components, elements, a combination of things that are included in the impact fee study. So Katherine mentioned particular attention on the community parks, both community parks and community parks athletic facilities. And what you're looking at here is the summary and overview of the levels of service for both land and then improvement costs. So we have community parks land, a level of service of 1.29 acres per thousand. And the current cost factor of $65,000 per acre. So this is land acquisition. This is not for improvements. This is land acquisition. The same cost component for community parks athletic land. And it happens to be the same level of service. It is a different inventory. I think that was probably covered in the last time, and also again in the report and in this slide deck here, I have some further information. Just so happens to be the same number, but it is a different set of facilities and facility types. Again, we have the neighborhood park land that's included in here. And just one note that we did identify one small park, a two-acre park that had been omitted from the initial level of service summary, so we were at a 0.85 previously, and now at a 0.87 acres per thousand persons. So that had to increase it slightly. But again the recommendation here would be to not include this ultimately in the fee adoption if we go forward. The cost for land acquisition for both neighborhood park and special facilities park land is at $70,000 per acre. And again there's some supporting detail in the report and this presentation where those are reflective of the current acquisitions by size of park. So this is one to three acre parks, or one to three acre land, and then community parks are slightly larger, 10 to 30 acres. The special facilities park level of service is 0.33 acres per thousand. And then that park improvements line item here that you'll see in the parentheses there, it says all park types. So the current level of service essentially, and this is for improvements, so the stuff that's built within the park. The current level of service is the sum of all of those items, all of those types of parks above 3.78 at an improvement cost of $438,000 per acre. So if we were to take out the neighborhood park component, that 3.78 would be a lower, we would subtract out that 0.87 and have a lower level of service for the improvement component. And then the cost would remain the same, cost per acre would remain the same, but the ultimate cost per person would decrease when we reduce that.

Going on these are now sort of separate areas of park improvements or park type parks and recreation type improvements. So we have trails, and this is in miles, so 0.24 miles per thousand, and an improvement cost of $260,000 per mile. Recreation centers at almost 0.5 square feet per person, so 0.49 square feet per person at $725 per square feet. Indoor aquatic facilities at $179 per

person, and outdoor aquatic facilities at $26 per person. Again, this is reflective of the level of service analysis that that we presented the last time. And that's also reflected in the report. I should note too on the indoor aquatic facility that is calculated based on the current system having excess capacity where the assumption is that this is a buy-in or a cost recovery methodology with the assumption that new growth will benefit from the current facilities that are in place today. And the City would not be planning within the next 10 years at least to be, or 20 years I believe we set it out, to building another indoor aquatic facility. So that is a little bit of a different methodology than the other elements.

And then what you're seeing at the bottom here is our projection of population for the City. And if that projection were to come to fruition, how much of each of these elements would the City need to either acquire or build to continue to provide that same level of service that is in place today. And so, you'll see here an annual, the years one through five, and then that five-year increment out at year 10. And the annual impact, the need, the growth-related need of each of those types of facilities. And then the 10-year increase to the right-hand side here. Taking that 10-year increase, applying the costs, what does that look like in terms of total impact from a cost perspective from new growth? Again, the methodology we use for indoor aquatics is different than the others. The other methodology is what we've talked about previously and is called the incremental basis or consumption-based. And essentially saying that as the City grows there's a need to continue to provide, or what is the impact and the cost to continue to provide that level of service. If the City were to grow and to grow slower or more slowly or more quickly, the needs, those acres that we're showing here would either decrease or increase commensurately and the costs would increase or decrease commensurately. And at the same time as fee revenue is being collected, fee revenue would move in lockstep with those impacts. Okay, next slide please.

And so with that we're going to present the fee schedule. And again, two different ways including neighborhood parks and then without neighborhood parks. So this first snapshot here is including neighborhood parks. And so the full impact fee amount, again maximum allowable given all of those components. So we have a few different combinations of things we're presenting. So this first is again with neighborhood parks. And two different options for implementation of a fee schedule. So you'll see on top the way that the fee, well the fee is currently one amount regardless of the type of a residential unit. So at a minimum we would recommend a single-family, multifamily distinction, and that again gets at the proportionality factor that a housing unit is paying for its impact based on people that live in that unit, the persons per housing unit. So the top portion single-family and multifamily schedule, you'll see there the calculated fee in the green shaded column. And then the alternative is to adopt a fee that's based on the size, the square footage, the size of the housing unit. And this is what is being done or has been done in the impact fee study currently. And so this does get to a more, a fee schedule that is more sensitive to or more progressive, progressive in

terms of the, tying it back to the size of a unit, so a smaller housing unit potentially, you know a starter or a lower cost unit would pay less given the amount of demand that's coming off of that unit. So you'll see there, the low end here is $2,480 with the high-end in terms of this range of sizes at $6,900. And so that low-end would be a reduction from the current fee. Again, this is with neighborhood parks. And our recommendation again is would be to adopt a fee schedule at a minimum without neighborhood parks. And so next slide, please.

Given these fee amounts, again with neighborhood parks, comparing the cost for the growth related needs and this maximum supportable fee amount, what kind of, we've projected out what kind of revenue potentially would be generated, again given those land use projections. And if they were slower, if it was slower, then there would be less costs and less revenue. If it were faster, it would be more costs and more revenue. So a fee projection over 10 years, again a full complement of fees of about $32 billion compared to total costs of $60 million. And the difference there, the big difference there is generally, is the majority from that aquatic, the indoor aquatic component that we're doing a cost recovery so there's some amount of costs that is not recovered by existing, by new growth because it's serving existing development as well.

And so then the next two slides are a parallel. We'll go to the next slide and it's sort of a parallel, a set of two slides. The first being the fees without neighborhood parks. So again, given that that's included in Realize Las Cruces and the code revisions, the recommendation there would be to you know, to not include those. So without the neighborhood park component, both on the land and the improvement piece the maximum calculated rates with all of those components, except for neighborhood parks, would be as shown here. So again, in two, with two options, or yes two options here, single-family and multifamily rates and then, or an implementation by size of housing unit. So again, that low end is lower than the current fee that's in place today of that $2,600.

And then the next slide is again that kind of, this just the kind of rounding it out, that parallel same projection. But with fees reduced with the lower fee rates omitting neighborhood parks. And then again on the cost side of it omitting neighborhood park land costs and the improvement piece of it as well. And so the costs are reduced and the fee revenue commensurately reduced as well. So a projected fee revenue from, over the next 10 years, again given these population projections of about 26, a little under $27 million, $26 million with a cost for growth related needs of about $54 million. And so with that I'm happy to take questions, drill into more detail if there are questions about any of the specifics and have further discussion.

Mitchell: Yes, I've got a couple of questions. So some of my questions are more of data input, I guess on the data provided side. But I do have a quick question on the summary without neighborhood parks. So we excluded neighborhood park

land improvements, or sorry just the neighborhood park land, the cost per capita as well as the land, correct.

Herlands: Land and improvements for neighborhood parks. Correct.

Mitchell: Okay. So it's because it came from a different funding type, correct. It would be donated.

Herlands: Neighborhood park land and improvements, yes would the expectation or the assumption given the code revisions is that it would be provided through the development approval process. But I will let other, but I apologize, I can't see facial expressions so I will let Katherine chime in. She has some comments.

Harrison-Rogers: Yes. That is correct. Again, Katherine Harrison-Rogers for staff. The assumption is we can't ask for impact fees on something that would be provided elsewhere. And so you are correct through Realize Las Cruces in theory we will be receiving those as part of the development process and therefore as part of impact fees they would be excluded.

Mitchell: So my question would be facilities that used bonds to build. Why would those not be excluded as well? Because they didn't use impact fees.

Harrison-Rogers: So that's a great question. So we use bonding to cover those gaps, as you can see in some of the projections that she had and in some of the other, if we ever want to increase level of service, for example, we can't use Park Impact Fees to do that. So if our level of service let's say is one acre per person, Park Impact Fees as we grow are supposed to maintain that one acre per person. But bonds, we can increase that level of service. We can build facilities that may increase that to one and a half acres per person, for example. And so they're utilized for different things. Bonds oftentimes will also cover gaps that we have in the cost of things that we're trying to build. Impact fees, we probably would never be able to collect enough impact fees to build the total sum of a large facility like an aquatic center, but we could use monies towards it, and then we would fill in the gaps with those bonds or capital outlay or other funding sources.

Herlands: Also, if I may too. We do account for outstanding bonds in the fee calculation and include a credit that's included in there. And so if you look at the more detailed fee schedule, and I can give you the page and the figure of the report, perhaps as I'm looking at the same time, but we include a credit in the calculation that's embedded in the calculation to account for outstanding general obligation debt payments. And so we account for potential double payment situation where a new growth is paying revenues into a fund that will be retiring, that will go toward retiring that debt. And so to be conservative, we include that credit in the calculation.

Mitchell: Got you. So I, you know back to that, so capital costs per person should be, cause we're referring to the impact fee study specifically, so we should only

include the capital that, from the Park Impact Fees that got put towards that facility, correct. Because the rest is bond. Because we're assessing a Park Impact Fee based off of a bond valuation.

Herlands: No, no, no, no, not necessarily. No, no. Go ahead Steven, do you want to respond?

Bingham: Steven Bingham, Parks and Recreation. The impact fee law in its nature is inefficient. And so the impact fee maximum, if adopted at a hundred dollars, by time you spend it has already lost some of its value. Okay. And so you're always going to end up supplementing from other sources, but the whole premise of impact fee is that new growth pays for the current level of service. And so Meerscheidt Rec Center is a level of service that has existed and it's been paid off you know decades ago. But that level of service was paid for by the people who lived here prior. And so to exclude that is to exclude a portion of the level of service. And so that may have been paid by a bond, but it was still paid by the individuals who's lived here. And the expectation is, is the impact fee is to maintain the level of service regardless of the type of recreational amenities.

Mitchell: Yes. So my, you know we've, I've brought it up a couple of times the Park Impact Fee fund, right, the amount that's in there. So the last time I wasn't a part of this the last time that you guys did the level, or the land use assumption study. I would, is the level of service comparable then verse now? Do we know?

Harrison-Rogers: So the level of service from the last time we went through this process has actually dropped a little bit.

Mitchell: Okay.

Harrison-Rogers: And I believe that for, and you can correct me if I'm wrong Julie, if I recall for community parks has remained approximately about the same, but for neighborhood parks has decreased slightly over time. And that's because we haven't been able either through developers or the collection of Park Impact Fees, we've not been able to have enough money to maintain that level of service. We've never had enough money to maintain that level of service.

Mitchell: Right. Right. So if you know, if we're not expending the money that's coming in and we have an existing level of service five years ago and we don't spend the money and the funds accrue, then your level of service is now based off of like the bond for the East Mesa, right. So the East Mesa Complex is including that bond not the Park Impact Fees that haven't been expended. And so my concern with this is we're, yes, we're looking at the level of service of parks as a whole, but we're not looking at the level of service from impact fee expenditures, which is what it should be.

Bingham: May I just repeat what I believe I'm hearing you're saying is, is you're saying the impact fee should not include the full level of service because it wasn't obtained ...

Mitchell: With the impact.

Bingham: With impact fees. And so a decision by City Council 20 years ago to not charge the full impact fee should also tie the new Council to a lower level of expectation because it got funded by bonds back then instead of impact fees.

Mitchell: I'm saying if we evaluate our current level of service with facilities that we've used bond funds to procure, we're not effectively doing a study on the impact fee. We're doing a study on all money that we've accumulated.

Herlands: If I may. So the starting point is the City's level of service, regardless of where that originated from. So the Parks and Rec system operates as a system. It's providing amenities, infrastructure, a level, a set of assets, a set of inventory of land for the citizens of the City of Las Cruces. And that is the current level of service regardless of how you got there. And it's a point in time. And to your point, yes, if you, you know five years ago it was a different level of service. You know next year it's going to be likely a different level of service because things aren't going to move linearly in terms of population and acquisition and construction of parks. It just doesn't, you know it's a lumpier kind of a phenomenon. So in any case it is the system. It is however, a policy decision, which it was at the last time that the board or that the Council changed the fees to adopt a fee level that you know, to others points here, that was a lower level of service at the time. It was a lower fee and a lower level of service. So that established a policy that the impact fees were going to pay for a lower level of service. And lo and behold, fast forward however many years and you've seen a lower level of service that has occurred. So again it is a policy decision and is discretionary. What we're showing is the maximum amount that's you know legally acceptable to charge given the requirements, the parameters of impact fees, both the state law and precedent for elsewhere nationally that you know that is allowable. Beyond that it is a policy decision on the, for the elected officials to make a decision about where they want to go with that.

Mitchell: Right. My biggest misunderstanding is if we're allowing the Park Impact Fee fund to grow and those funds aren't being spent on level of service or to keep your level of service consistent, it should show a dramatic reduction, right, because we haven't spent that in the last five years.

Harrison-Rogers: So if I may. Again, I think Julia had pointed out that, I mean I think at least since 2013, it may have even preceded that, the City from a policy standpoint has actually never implemented the maximum amount of Park Impact Fees that would be required to maintain level of service. I would also like to point out that we have been actually spending Park Impact Fees. We have to gather some right, build a piggy bank if you will, to be able to spend them. But I think

as of what, last month, I think it was the end of January we were down, the balance was about $4,799,000. We've spent all of the monies collected through 2021 and almost all of that from 2022. And the majority, well, all of the money that's remaining is actually obligated for projects that are on our books right now.

Mitchell: So when we're evaluating the Park Impact Fee study, I agree wholeheartedly with the full level of service of the City, right. But I do believe that the level of service that has been accumulated or exists because of the impact fees needs to be used on the impact fee study. Because you can increase level of service with bonds, yes, and so my concern as I was going through this is maybe we're using some of the level of service that has been procured with bond money as opposed to impact fee money.

Herlands: So the other element too that we need to be mindful of from the impact fee standpoint is an equity provision that sort of no one is paying for a higher or lower level of service than anyone else or is sort of a distinction. So thinking that through or getting to kind of taking that you know in terms of a technical approach, what you're talking about is kind of a level of service that bifurcates the City in terms of existing and new growth. And there would be sort of a point in time in terms of new growth and a level of service that's ascribed to new growth, again at some point in time when impact fees were collected. So it just in terms of, again, from an impact fee technical standpoint and the requirements, you know requirements for those, for this type of analysis, there is you know there is an equity component and sort of everyone sort of you know, again given it's a regulation and that payers are sort of treated again, there's a distinction on the proportionality part of it, but that they are, there's not a treated differently. So any case, that's just sort of my thinking in talking about making that kind of analysis. Understand your question and your point of view. And that to me again speaks to a policy decision, a policy direction about lowering, you know lowering a fee that's accounting for you know a lower level of service that new growth is paid for. But again that is a continuation or a by-product of the fact that the fees weren't ever adopted at the full amount prior. So it's just sort of a continuation of past policies and past practices.

Mitchell: I agree. And that's where my concern is. Are we putting the, you know the shortcomings of past policies onto new development?

Herlands: Well, not in that in the sense that they're paying for a higher level of service than what exists today. So again there is a, and I don't think there has been, I mean, I know there has been general obligation spending, but again that has, the City has essentially kept the same level of service over time with the exception of neighborhood parks, which has actually decreased regardless of the spending, you know general dollar spending discretion, you know general obligation you know tax dollar spending. So that plus the reduced impact fee collection has served to tread water, you know continue to maintain a level, and again I don't have that at the ready in terms of what it was the last time

or what it's been over time but just to Katherine's point that some elements have decreased and some have sort of, some of the park components, that level of service element. But again, that's a you know a City's you know elected leaders, elected official discretion of where those dollars get spent and what the choices are about spending scarce, you know scarce resources and where that goes. And that includes issuing bonds and retiring those bonds with general dollars. So, you know, it is, again it comes back to policy and decisions and where those choices are in terms of spending dollars.

Mitchell: So just doing my research, you know, coming into this obviously reviewing this study you know, if you look at other City organizations around the state to compare, I don't know how they're maintaining the level of service they are with Park Impact Fees that are almost a third of what we have here. And so that's my concern with using the full land use assumption, or the full level of service numbers and not really equating that to level of service for impact fees since we're evaluating the impact fees.

Herlands: I should just say, and then aside in terms of if you're looking at Albuquerque, I know somebody mentioned Albuquerque, they are in the middle of the study as well that we're working on with them. Their rates have not been updated in 15 years or more, by a long time.

Mitchell: Yes.

Herlands: But as I said.

Mitchell: No. Yes. That's great. And I think ...

Herlands: Understand.

Mitchell: Albuquerque's five times the size. I mean, they're a bigger City. But Rio Rancho is the most comparable. They updated it last year and they're at $855 and $735, single-family, multifamily.

Herlands: Right.

Mitchell: So those are my concerns with the statistics on the level of service given. One other thing that I did want to bring up was the cost of park improvements, right. So given data, this comes from parks expenditures that you guys have on specific parks, which I fully understand. My question is would that number, because I've got, you know I've got references that put park costs, park improvement costs per acre dramatically less than this, right, but my thought is if we're not expending that money on park improvements or we haven't in, you know other than land, right. I get that. But on park improvements specifically, are we pulling from a data set that's really, really consolidated and not a data set that we should be pulling from, from the funds expended? Because would that, you know, the more line items you have the more accurate your data would be.

Harrison-Rogers: Julie, did you want to speak to that or?

Herlands: Yes, I'm sure I can. I'm sorry. Can you, I'm not sure I'm following in terms of the question. I mean.

Mitchell: So the data ...

Herlands: Can you repeat that?

Mitchell: Yes. So the data given is from expenditures, right, as recent as we can be. Is that correct? For the park improvements specifically.

Bingham: Park improvements.

Herlands: Assessment.

Mitchell: So if we're not spending our PIF fund or fees, do we, are we not really pulling from a data set that is reasonable?

Harrison-Rogers: So the ...

Herlands: So, yes I ...

Mitchell: So if we build one park ...

Herlands: I just, yes, I want to take exception to the fact that they're not spending, you know and I'll let Katherine answer that. But not spending PIF funds. I don't know if that's, how accurate that is, but I'll let Katherine address that.

Harrison-Rogers: Yes. So we have been spending PIF funds, the majority I would say 90 some odd percent of PIF that we've spent over the last several years has actually been for park reimbursements. This year alone, again we've spent about almost $4 million on various projects and we have several others that are obligated. But the actual cost per acre that we used, at least some of the data came from actual reimbursements that we're getting from John Moscato based on real numbers of the last several years of how much it is to cost him to do those improvements.

Mitchell: So some of these.

Harrison-Rogers: Yes.

Mitchell: Okay. Got you.

Vice-Chair Newby: You have anything else?

Mitchell: No. Go for it.

Dearing: I had a couple of questions if I could. I'm assuming that this study was prepared using the population projections that we have looking in 10 years. That the data from the police study was used to figure out how many people per housing unit and how many people use park facilities and where they live and the construction costs for the improvements where I guess from today's cost estimates and the amount you know of service that you had going forward. And as I was looking at page four of the study, if we could put that up. I think that one of the things that I'm talking about were the building blocks of the study and one of them it seems to have data that I can't, I have a hard time understanding how they came to some of the facts on this report and how they developed the cost of the fees. But the multifamily under 1,300 or all housing units under 1,300, they suggest that the fee would go down, single-family and duplex, I guess, 1,300 to 2,100 would go up about 40%, I believe. And larger houses would go up more than a hundred percent. And that is based on the use of the park. It's hard for me to understand how persons in multifamily would use parks a lot less than people in single-family housing units. It just doesn't seem to be, it would seem that they would use at least the same amount or maybe even more if they did not have, and I don't know if the local park department has data on who is using the parks and where they live, but it seems like, I know this is one of the key parts of the first of your study and if these are all, you'd probably have to recalculate this stuff because ...

Harrison-Rogers: So if ...

Dearing: Excuse me, let me continue.

Harrison-Rogers: Yes, absolutely.

Dearing: And as far as when you have these varying difficulties with a low ratio here and a high ratio here, it carries all the way through to where you get the park fees that are substantially different. That's how you getting them at the end is because of the park use, that the police study from 2023 came up with. I don't know how they came up with it. I don't know those people. I've never heard of them. I haven't seen the report. But that seems to be an error and I'm not trying to knock the whole thing. But I had some other questions about how you came up with a whole amount. But that seems to be a critical factor of how the ratio of multifamily versus larger houses. And that's the primary concern I had.

Harrison-Rogers: So I'm going to take a crack at answering the question and then let Julie fill in the blanks because of course she's the expert on a lot of this information. So it sounded like you concerned specifically about the residential per square foot methodology, that that fee schedule. And if you notice the pricing is different, this is based on the number of people that are assumed to live in a unit of that size. So it's proportional to the average number of people per unit and a unit of that size.

Dearing: And I might add that I don't think that that's probably accurate either.

Harrison-Rogers: Okay.

Dearing: Because you carry these out, if you had a 10,000 square foot house, you'd have 25 people in it. That's just the direct line going up. Okay. That's the way it looks like.

Harrison-Rogers: Julie, could you *(inaudible)*.

Herlands: Katherine. Yes. Yes. Thank you. Yes. Yes. So first, so since again this is an impact fee it is tied to the land use. And so we need to establish a relationship between the land use and the demand from that land use. And how you do that for parks is with population. The data that's the best data that is robust and not based on you know on conjecture or anecdotal information is census data. And so the first cut is again between single-family and multifamily, and that is house people, estimated persons per housing unit. That's based on surveys and real data for the City of Las Cruces. So that is specific to the City and specific to those types of units. The same thing with the size of housing units, and is also from census data and essentially we're piggybacking onto the police report, Police Impact Fee study which did the same type of analysis and went through the same process with the same approval that this one will need to go through. So this has already been vetted and approved and gone through the process. And so those household sizes, the people per housing units by size, again has already been approved. To your point about the 10,000 square foot units, the reason why it's cut off at that 2,100 or more, that's essentially saying that at some point it plateaus out. It does not continue on the linearly up you know, onto you know, 10 people per household. So there is an analysis done looking at where that sort of plateau may occur. And so in this case, in that study they identified that 2,100 and one as the top sort of that and above is where that top household size, that largest household size would occur. And so therefore the maximum fee on those largest units, that would be the maximum fee. It wouldn't be proportionally increased as you got to more, to higher, to larger square footage. So the, and then again the way, you know in terms of the single-family, multifamily distinction that if you're talking about a multifamily building each unit is likely to have fewer people per unit, given again reflective of the type of housing, or type of unit that's being built. But in total the building itself would have multiple, many units. So say a hundred unit building would be paying a hundred, you know, there would be a hundred units of those 1.6 persons. So in total, there's an impact there. And the impact then on the parks would be commensurate with that building in and of itself. But per unit, the amount of people in Las Cruces is on average, and these are averages, is lower across the board than a single-family unit.

Dearing: If I could ask, you're working with Grand Junction and other cities, do you find that these ratios are quite a bit different in Las Cruces versus other communities of similar size?

Herlands: The household size.

Dearing: Well, possibly like Grand Junction, for example. Of course that's not as big as Las Cruces, but it.

Herlands: Right. I'm sorry, but I just want to know if you're talking about the household sizes or the fee calculate, the fee rates.

Dearing: The population density per housing unit.

Herlands: Yes. I can certainly look at that pretty quickly. But they generally, I think honestly these are a little bit lower than some that we've seen, but they're either in the ballpark of what we've seen in other places, what we see in other places.

Dearing: Okay.

Vice-Chair Newby: Anything else? Okay. A couple of questions on my end. I've probably said this more times than you all want to hear, but inflation is a real number. And I was just wondering in all of your calculations you do not ever show the degradation of the fees based on what year they are spent. There are comments in your work that talk about the insidious nature of inflation, but it never seems to be, since this is a 10-year funding, there never seems to be any information on if you don't spend this particular money until like the seventh year that the buying power of that based on your calculations would be X.

Herlands: Right. So you're correct. The fee calculations are in current dollars, the fee amount and the projections, we're not inflating on either side. The recommendation, and I'm not sure if this is done currently on the police fees, but the recommendation would be, and is typically from our end, is to annually inflate the fee schedule with an index of some sort. And typically we recommend engineering news record to ensure that, or to you that construction based index or inflationary factor. And just like you, you know the City Council re-evaluates and adopts a fee schedule each year to do the same thing with impact fees and have an inflationary adjustment on those impact fees annually. That is our recommendation. Typically it can be codified in ordinance. Sometimes it's not. But if you don't do that, then yes, then your buying power degrades over time and your dollars are worth less as prices are increasing and the revenues do not keep up.

Vice-Chair Newby: In the last three or four years when inflation has been insidious, I did some calculations on projects that to this day are still not built and they've lost over 70% of the money because they could not get things built in a timely basis. So I know one of you all said this is all fixed, you're really kicking it. I want to know how you fixed it. How are you getting projects done on a timely basis? Because I've sat here for five years and I've looked at projects that are nine years old and still not built.

Bingham: Steve Bingham, Parks and Recreation. Part of the concern is, is there's projects that are projected for the future, but the funding has yet to be obtained to actually start those projects. But we have accelerated the expenditures in the Park Impact Fee and it's because we've hired a tremendous staff like Katherine here, and upsized our team a little bit. And so we've had three in the past, now we're at four, and we are able to get more of these projects done. We're also having great success with being able to you know bring on a couple, two or three neighborhood parks that have been finished also. So that's how we have significantly decreased it. And Katherine can refer to the amount of lead time we have right now. It's getting spent and it's been fixed due to the tremendous work of this individual here.

Vice-Chair Newby: In your current request, do you have an idea of all the projects that you've gone through, which year that you expect those to be built? And if so, have you included extra money for inflation? Let's say you are going to do a new park, it's going to be five years from now. They have come up with numbers. Does that include a five-year delay in getting those built? And then what happens then because I hear this all the time, well we used to have the money. We don't have enough money now. So we still can't do that project. It just seems to be a recurring problem. And inflation is not your fault. But what we plan for today, in other words when I do a project and I know when I'm going to start it, and I know when my architectural plan is going to be done and when it's going to be bid, 100% of the time you include inflation in that. So when it's bid you know you're going to have enough money. That seems like a foreign concept here to you guys.

Harrison-Rogers: Committee Member Newby. Again, Katherine, for the record. We, as part of our cost estimates when we're doing sort of the more long-term planning as part of the CIP additions, we do include cost escalation as part of that. I think as you're well aware in your line of business, cost escalations are not what they used to be. I mean, they have been sort of unanticipated in every way, shape, and form. So you can't always predict. Nobody could have predicted what's happened recently in the last couple of years. But we do try to include those cost escalations. And then as we get closer into projects and go through the initial planning phases, we refine those cost estimates, again, with cost escalation included so that we can then secure all funding sources. So we try to do our best, but it's usually a long process. And as you know, it takes several years from planning to implementation to get that done. But they are included. I would argue as of late because of things that were added on CIP and then ultimately what happened in the last couple of years, yes, those tend to be a little lower than we had anticipated.

Vice-Chair Newby: And in your planning, do you have a schedule on which projects are going to be in the first tranche, the second tranche, down at the bottom, etc.?

Harrison-Rogers: Committee Member Newby, Members of the Committee. Yes. I mean the capital improvements plan has, you know shows everything throughout the

years in terms of year one through year six. Of course, all of those that were defined to have funded and get constructed, those are this current fiscal year. We have some that are coming up for the next fiscal year. And then we have a priority level internally on what we have to accomplish with those. Because sometimes we have projects where we, I mean receive money unsolicited or we do receive it solicited, but it has expiration dates. So generally the ones with the expiration dates tend to rise to the top. Oftentimes there's a combination of funding sources, both PIF as well as capital or grants or what have you. But again, usually those that rise to the top are the ones that are time-sensitive, if you will. But we do have that internally, yes.

Vice-Chair Newby: Okay. I guess I'm just asking that you seriously consider, and this is true for TischlerBise also because in TischlerBise's calculations they include nothing on anything for the funds they say that you need and that we have to approve. It's not mentioned anywhere. And I just find that disingenuous with inflation killing everybody for the last five or six years, and I sure don't see it changing a lot either, but it's real. It's like we have blinders on and then we're surprised five years later when your money is half of what you had and we just kind of keep on doing that. And I'm not saying it's easy. But it sounds like you're trying at least, which is a big improvement over your predecessors. And one last question. I can't remember her name. Julie.

Harrison-Rogers: Julie.

Vice-Chair Newby: Julie. In you all's, sorry I'm from Texas, in you all's calculations, why do you not include numbers for inflation or something in big red letters saying, unless you start building these tomorrow, forget the numbers that we think you know are reasonable. It just seems like you start the problem by not incorporating or at least giving information that you have now. And I know it changes almost you know weekly, but it's an insidious beast for all of us.

Herlands: Right. Right. Yes, and to Katherine's point I was going to mention this before, just the level that we've seen in the last few years has been you know unprecedented in terms of the percentage increases in costs you know across the board for these improvement projects you know and all types of infrastructure. So part of our you know guidelines and you know operating you know procedures is that the data needs to be you know defensible and based in the current and best available data. And to hypothesize and to set you know a fee based on anticipation of you know inflationary, you know inflation would be, we would be opening the City up to challenge and to us as well, so we wouldn't recommend that. To your point about you know highlighting that part of the reality, you know part of the set of assumptions is, yes, well taken, point well taken in terms of you know kind of a statement to that effect. And again, the recommendation, and the strong recommendation again given what's happened over the last few years, is for localities to try to incorporate an annual update, kind of you know again codified and make it as you know kind of an administrative update to keep up with inflation, but at the same time you know obviously there's pressures in terms of continuing to build housing and

housing that's affordable to folks, and so that you know occasionally will work you know at odds with each other. So obviously there's a balance that everyone is trying to work toward and to not have cost prohibitive fees that then you know really affect the larger economy. So you know so there are those you know just tradeoffs with any kind of fee policy decision and capital planning, but in terms of incorporating an inflationary factor in our calculations, we would you know not be justified in doing that on the front end, not because we wouldn't know where that number is going to go, where that percentage is going to go.

Vice-Chair Newby: Well, thank you. Thank you for that.

Dearing: I have a question.

Vice-Chair Newby: Go ahead.

Dearing: Going back to table, pages 3 and 4, we have I understand the new zoning code just adopted. It eliminates neighborhood parks from consideration under impact fees. Is that correct?

Harrison-Rogers: So Committee Member Dearing, Members of the Committee. So as part of the new Realize Las Cruces development code, neighborhood parks were never required to be constructed, ever. And the new code, Realize Las Cruces, is requiring that they be installed as part of infrastructure during the subdivision phase, not unlike building streets or putting in sidewalks or putting in street lighting. So we are considering it similar to that. So it will be added as part of infrastructure at the subdivision phase.

Dearing: So what if a developer is going to build, let's say a 50-unit project where it's not required to build a whole neighborhood park on their own, how do they put this money into a neighborhood park? Has that been decided in administrative procedures?

Harrison-Rogers: So the code does discuss some methodology and some alternatives to construction of a neighborhood park, which includes a number of items including a fee in lieu or other alternatives. And so that is something that is part of the code as well.

Dearing: And as I understand the fees in page 4, what we'd be talking about is the maximum required for the City. Is that correct?

Harrison-Rogers: So the fees that have been outlined by TischlerBise in this report are the maximum Park Impact Fees allowable by law. And so basically their report has collected all this data and has done an analysis and has presented it to you, and then of course we're here to discuss the merits of that and whether or not you agree or disagree with the way the fee schedule is outlined by single-family, multifamily, or by square foot, those are some of the choices you have,

of course as you look at this, as well as the facility types that are being included or excluded as part of the calculation.

Dearing: So if those are the maximum, it could be a policy decision of the City to subsidize that level you know if they wanted to try to encourage housing more or something like that. Is that, of course it would be something that the City Council would have to consider and approve, I assume.

Harrison-Rogers: Committee Member Dearing. You're absolutely correct. It's a policy decision. This is the recommending body. City Council, of course, makes the determination. Historically, the recommended fees have never been adopted to the maximum, at least going back until 2013. They've always been less than what was recommended.

Vice-Chair Newby: And in that regard, if you remember where the deduction's done just we don't like this we'd rather have this, or 20% off because it's on sale. In other words, historically is there a pattern that you see?

Harrison-Rogers: Committee Member Newby. I actually can't speak to that. I did not read through all of the minutes per se related to all of those meetings. And I apologize for that. There may be some members here that participated in some of those discussions and may be able to pull you in a little bit more on that. I'm uncertain. I apologize.

Vice-Chair Newby: Okay, thank you. Anybody else? Okay.

Delgado: Mr. Chair, Members of the Board. Sonya Delgado, Assistant City Manager. I've been a part of some of those, and there was never a discernible pattern. Yes, there wasn't one.

Vice-Chair Newby: So nothing scientific.

Mitchell: So on the by square footage fee breakdown, that would be square footage of units of multifamily as well?

Harrison-Rogers: That is correct. It would include its multifamily and single-family. And as you can see, just to point out to the committee, that if you do eliminate any facility type it does modify ultimately what these numbers result in. As you can see this, of course, is with neighborhood parks, and then you go to without neighborhood parks, and it reduces them. So again, that's something to consider.

Mitchell: What percentage of your trails are built in neighborhood parks?

Harrison-Rogers: What percentage of trails are built in neighborhood parks?

Mitchell: Yes. So what percentage of trails are built during the subdivision process?

Harrison-Rogers: That's a great question. I don't have a percentage per se. The most recent trail acquisitions that we received were in the Metro Verde neighborhood. I want to say there's approximately two miles built of trail, maybe just one mile at this point, but they're extending that as we go along. No, two miles would be more accurate. And so that's happened at the subdivision phase. But again, it's not within a neighborhood park, it's a standalone feature that's outside of those.

Mitchell: So in Realize is that to be dedicated as well, improvements?

Harrison-Rogers: In Realize Las Cruces one of the alternatives as we look in terms of the total acreage, trail construction can be considered as part of that, whether or not it's in a neighborhood park or whether or not it's a trail that is adjacent to or elsewhere within that.

Mitchell: Did that get included in your without neighborhood parks cost per capita?

Harrison-Rogers: Julie.

Herlands: Yes, I'll answer that question. Yes. Yes. Yes. Yes, so trails was not, a trail component was not extracted from the neighborhood. It was a straight neighborhood park acreage on the land acquisition and improvements. I should note too that as part of the development approval process or the subdivision approval process, that would be part of the negotiation. So developers, applicants would not be required to pay for the same thing. So if there was a trail being dedicated, improved, etc., and trails would continue to be part of the impact fee that's adopted, there would be a credit at that point in time or a reduction in the fee to be paid given what the you know developer would be providing. So impact fees cannot be collected for the same thing twice. So that would be after the fact. However, as we go forward in this approval process, if there are things that we need to further net out in a calculated fee schedule, we can take a look at that as well.

Vice-Chair Newby: Anything else?

Mitchell: I think that's it.

Vice-Chair Newby: He's doing math.

Mitchell: Sorry.

Vice-Chair Newby: It's okay. Take your time. It's only money.

Mitchell: I just, I'm concerned for the constituents, the fact that the, you know the way that Realize has been written adds direct costs to the house. And if we increase impact fees, especially to this rate, you know I mean it adds even more costs directly to the house, in conjunction with the gross receipts tax increase. And so, like I mentioned I'm concerned. I'm not concerned on the total level of service for the City because that's an accurate number, right. I'm concerned

that we're evaluating things that were built with bond money to evaluate the impact fee analysis or involve that in the impact fee analysis.

Dearing: I have one other question. This is more for the board or the staff. But is it possible at some time that these reports before they come to us are reviewed by staff? And has the board ever received staff comments before we have to go through a 64-page report and accept it or try to comment on it?

Mitchell: The way that I see it is staff provides the data and TischlerBise runs the numbers. And so, am I wrong? I mean so if you guys provided that you do your quick check to make sure that they implemented all of your data, right.

Harrison-Rogers: So, Committee Member Mitchell. We do provide some of the data. Of course, some of the data is open-source data, like the census data, for example.

Mitchell: Yes. Yes. The census. You're right.

Harrison-Rogers: But, yes, I mean, there's a collaborative effort. We do rely heavily on them because they are the experts in terms, I couldn't have produced this report, right, that's not my expertise. It's their expertise. But we do work closely and collaborate with them to come up with the numbers. And, again, this is sort of your – I understand that this is your first blush, you all received this several days ago, but we haven't had a robust discussion. So, that being said, if there was interest in terms of absorbing the information and requesting additional information or alternatives, we could do that for a subsequent meeting. But I'm going to of course leave that up to the committee.

Vice-Chair Newby: I was about ready to suggest that. It's a lot of data. And we have constituents out there that expect us to know what we're doing, if possible. So it's always best if we do. And I would certainly entertain a motion to – I'm sorry, is this all of the work before us today? Or is there anything else on the agenda? Do I have a motion to postpone a decision until such time that staff has the ability to go through it? Then we'll get that information. You can clean that up.

Wedstbrook: If you're going to make a motion can you please just table it and then state which date, which meeting date.

Mitchell: Yes, there you go. Yes, no, my only thing is you know I've had plenty of time to read through it obviously and digest it. But for me it's a matter of, is there any other data that we want to request? Or do we want them to you know run numbers in conjunction similar to how they did with or without parks? And so my only thought is to let's pull – as I mentioned before, let's pull the actual level of service that we've spent with impact fees and see where the level of service is per impact fee for the impact fee analysis.

Vice-Chair Newby: And they also said they need to – they haven't had much of a chance to look at this either.

Mitchell: Right.

Vice-Chair Newby: I think it would help all of us.

Bingham: Steve Bingham, Parks and Recreation Director. I'm going to defer partially to Julie on this because she does a lot of them. But in my experience, I know of no location who has ever done an impact study and excluded, and did it by dividing out, parsing out the way they got to the level of service. Julie, do you have any other information on that?

Herlands: Right. Thank you, Steven. Yes, as I mentioned before, it's just – it's not something that we would recommend doing or do given the requirements for impact fees. You know, that said, yes, it's – to Steven's point there's – I can't recall a study where we have done that. What you can – what you've seen and receive is funds that have been collected and projects funded you know in terms of the capital improvement plan as Katherine mentioned in terms of funding sources and sort of the funding stack for those improvements. But typically, I think both Katherine and Steven have mentioned that you know no one project is ever going to be funded wholly with impact fees. That's not – that's just, it doesn't happen really anywhere because if that were the case the fees would be exorbitant. And so no pretty, you know jurisdictions tend to, again they're balancing you know fee levels with affordability in the larger economies. So typically you're not depending on the jurisdiction adopting you know at those high levels. Again, depending on the jurisdiction and jurisdiction specific, and infrastructure specific as well because in some places schools that have school impact fees are you know quite sizable. Any case, I mean the way to get at that typically is what you're talking about is sort of the funding program for specific projects and those percentages that are spent on those things. But in any case, I can't, I'd have to think that through a little bit more, but again in terms of setting an impact fee based on collections of impact fees and what was built, it doesn't satisfy the requirements for an impact fee study. So I wouldn't recommend going in that direction.

Bingham: I would kind of throw out some context here. That would be for example reducing the level of service because we're getting rid of Pioneer Park built in the 1800s, Apodaca Park built in 1953, getting rid of Young Park. And so you have a significant portion of the City's park system that was built prior to the implementation of impact fee laws, which, yes, is 1995. And so every park built before 1995, you're now saying, well the new residents should no longer be responsible for the level of service that was acquired prior to the impact fee creation. You also would be then also saying, well every City Council for the last five councils that did do an impact fee we chose to not implement the highest level of impact fee. You're saying that their position back then needs to carry forward. So those are some of the contexts of why when you do an impact fee study you look at the current level of service. And what the impact fee study is trying to do is say the new residents, the next 1,000 people who move into Las Cruces ought to be responsible to build the level of service at the level of service the first 115,000 people built at. And that's why you have

like aquatics where there is a surplus, a credit actually being given for the retirement of those bonds. And so that's the premise of impact fees.

The other thing I think is important as you look at this you know the headline in the news could be you know cities increasing impact fees by 118%. But what you have to look at in context is, it was almost 11 years ago since the impact fee was increased. What's the increase of inflation in that? And so those things I hopefully are helping put in context about why the impact fee study is done the way it is, the importance of it being done the way it is. And I think it's also, one more thing is that we brought multiple ways instead of having a single impact fee, because prior it was $2,600 for multifamily and single-family, everything combined. We've broken it out into single-family and multifamily, but we've gone a step further and broken it out by square footage of a home so that we can create an impact fee that is more related and tied to the actual number of people living in those type of units. And as you look at that and look at those dollar amounts, those dollar amounts are going to, you know percentage of the overall cost of the home is going to be very similar; versus the old method where a 1,300-square-foot home, $2,600 fee versus a 10,000-square-foot home, $2,600-square-foot fee. And so I think we've been responsible in bringing forth a proposal that tries to take into consideration the number of people actually in those units that will impact the system, but also one that is cognizant of the need for affordable housing, too.

Vice-Chair Newby: Thank you.

Mitchell: So do you have... One more question. I'm sorry. Do you have a specific recommendation for the fee?

Bingham: I have a specific recommendation of the method, which is this square footage one. I will leave it to the policymakers to make a determination as far as the fee itself. But my recommendation is that we use this method here by square footage. And my recommendation would be that whatever level they set the fee at we plan to have a process that over time the service level doesn't deteriorate. But I'm going to leave that to the policymakers to get into that.

Vice-Chair Newby: Do you have a number at which the level of service does not decrease?

Bingham: That would depend on what other types of funding sources that they would want to add in. And realizing if they adopt this maximum amount here, that still will require additional funding.

Vice-Chair Newby: Go for it.

Dearing: If I could add. I looked up the CPI for all goods for the United States looked up from January 2013 to January 2025, and it increased about 37.9%. And that probably doesn't have anything to do with the construction costs in Las Cruces, but that's at least one thing to look at.

Mitchell: One more question. So of your park budget, do you guys use your budget in conjunction with PIF to construct parks?

Bingham: We use multiple sources, capital outlay, bonds, grants, federal grants.

Mitchell: Right.

Vice-Chair Newby: Anything else?

Mitchell: I think that's it.

Herlands: And just for clarification, in terms of the Capital Improvement Program, those projects include renovation, replacement of amenities, of assets. It's not necessarily strictly all capacity-related improvements. So it's maintenance, heavy maintenance, which would not, these are types of improvements that would not be covered under the impact fee revenue, you know impact fee revenues paying for those types of improvements.

Vice-Chair Newby: Is there any deadline to get our... Do you have some other deadlines in front of us once we make a recommendation?

Harrison-Rogers: Any deadlines related? So if you might recall back in October there was a recommendation to, sort of a status quo, stay as is for PIF, land use assumptions, local service, until no later than June 30, 2025. We are already sort of behind the curve. This is supposed to be looked at and adopted every five years. And so the reason that we asked you and City Council frankly to maintain that is so that we were meeting those deadlines. But that particular resolution was only until the end of June.

Vice-Chair Newby: This year.

Harrison-Rogers: This year.

Vice-Chair Newby: Okay. So I wouldn't want to put you all up against an impossible deadline if we were to look at this more.

Dearing: So the City budget is being formulated, or has already come out with a draft I'm assuming, and this information is probably needed when, now or in a month or?

Bingham: Steve Bingham. What we did with the land use assumption, I feel like met the desire of this group, and we brought it in. My recommendation was that you tabled it for one month certain, then we would come back. The timeline that we have on this was the same thing. We built in a month for you guys to be able to look at and review it, and we would hope that it would not be tabled beyond one month.

Vice-Chair Newby: Thank you. You're getting smarter, as you know. Things can happen. Especially with this nefarious group. Anything else? Other questions?

Mitchell: No, I'm good.

Vice-Chair Newby: Okay. So do I have a motion to table for one month.

Mitchell: Yes. I move to table it till March committee meeting.

Vice-Chair Newby: Motion on the table to have our final decision at the next committee meeting. All in favor?

MOTION PASSES UNANIMOUSLY.

Vice-Chair Newby: Sounds unanimous. And thank you guys for all your work. I know this is a huge amount of work that you do. All right.

5. City Staff and/or Consultant Follow-Ups:

5.1. Vacancy Update:

Vice-Chair Newby: All right, there's City staff regarding Vacancy Update.

Westbrook: So I just wanted to update everyone for the record that we put out the vacancy announcement in several newspapers and it ran for two weeks. The deadline for collecting applications was Sunday, this past Sunday at midnight. We received several new applications along with a few that we still have from the pool, the remaining pool of applicants from previous vacancies. So we have sent those over to legal counsel so that they can be vetted and make that matrix for you just to make sure that there's still interest, that they meet the qualifications of not being involved in the land development, banking, real estate, but the requirements that you guys, some of you have that can't have these members on them. And so once we get that matrix back vetted, we will send it to you and then we would probably expect to vote at March's meeting also.

Vice-Chair Newby: Okay.

Westbrook: And then you can remain as Vice-Chair. We can leave chair open for now. And then you can reassemble as you would like ...

Vice-Chair Newby: Yes.

Westbrook: Once you are back to full staff. Okay.

Vice-Chair Newby: Okay. Thank you.

Westbrook: Any questions?

Vice-Chair Newby: No, thank you very much.

Westbrook: Cool. Thank you.

5.2. City Manager:

Vice-Chair Newby: Mr. City Manager. Sorry to make you wait until last.

Taumoepeau: Good afternoon, everyone. I really do appreciate Julie. I don't know if she's still online, but she's been doing PIF with us for a while and other impact fees. I do appreciate staff, so kudos and a huge appreciation to Katherine, to Steven, and thank you to those who have helped. And to Chairman Newby and Joe, and Troy, thank you for the remaining members of what I like to call CIAC. I do appreciate your time, especially Troy, you jumped on at a vital time for Park Impact Fees.

I wrote down a few notes here, and honestly I really want to, I do appreciate staff because I wanted to defer to them because they are the subject matter experts, but I was writing notes as you're asking questions. I do want to be able to share my thoughts. And as you know I work closely with Council, and if there are any recommendations that you have by next meeting, please have those recommendations and give it to staff. And as this board you can write a recommendation and give that to Council for you. But I wanted to keep this very informal. As City Manager here, I'm Ikani Taumoepeau, I've been in this seat for, in March it'll be about a year in this seat, but I've been in City management for a few years in various capacities. And Park Impact Fees is something that all cities deal with and there's always a very passionate group from all sides. And so I do want to share some thoughts, and I'll share one of the first thoughts. And I do appreciate the community members being here. We have developers in the room as well. I do appreciate Juan Garcia sharing and being here on behalf of his group and sharing some words from Sara Smith. And I'll just share some thoughts from various points, and then we can go from there.

In the point where I think it's valuable to hear from the community in sharing the belief of keeping Park Impact Fees the same. So in 2013, and again if there's anyone in the room, I wasn't here in 2013, but it was set at $2,600 in 2013. And so before I jump into Juan Garcia's thought, I think it's very valuable, again I try my best to do the research so from my understanding PIF started in this community in 1995. And in 2013 Julie or someone from TischlerBise was actually the company from TischlerBise made a recommendation similar to the recommendation that was made today, a different amount. I believe the amount was actually $7,000. I believe that was the full amount in looking at the minutes. I could be wrong, but I think that was the amount. And so I just wanted to share a picture, as Katherine mentioned, that typically when it gets to the Council level you'll be presented with a number here. May not make sense to you all. You make a

recommendation. And then it's taken to the powers that be, the policymakers, and then it's ultimately decided. So in 2013, I believe $7,000 was brought to this board. It was approved at the lower amount that you see today, which is $2,600, and that's what stayed in 2013, is what I believe. Sonya, do you, does that sound about right? Can you remember? I'm just going off minutes.

Delgado: It was $1,390, and it got doubled at the Council.

Taumoepeau: It got doubled. Okay, so it went from $7,000 down to $1,300. Okay.

Delgado: And then it got doubled at the Council.

Taumoepeau: Perfect. Perfect.

Vice-Chair Newby: Back to $2,600. Yes.

Taumoepeau: So there you have it, right. Politics at its best. It goes from this number, and I could be wrong at $7,000, but I thought that's what the minutes said. Went from $7,000, I think I'm right Sonya?

Delgado: Yes, I think so. It was pretty high.

Taumoepeau: Can you please tell that to my wife, right? I'm never right. But it went from this number, that was higher. Again, I believe it was $7,000, whatever it was, and it went to Council at a number that was lower. So perhaps it was approved here at $1,300, is what you're saying, Sonya? And then somehow the discussions went to $2,600. So I just wanted to share, Troy, as you're bringing up things, there is this dance that happens, right. So as you're coming with considerations, we understand that this wasn't, you're being fed water through a fire hose, fire hydrant right, there's a lot coming down to you. You've been studying this a lot, I'm sure, all you have. And so you have, hopefully we can get a recommendation to you next month. But what I would share is, the reason why I went to 2013, because every five years we take a reset. We come back to the community, we come back to this board and we say, the level of service is where we do not want, we typically never want to decrease level of service, right. The fair thing is you take a snapshot and the level of service in five years, we want to keep that same for everyone, so that the burden is not on the residents who've been living in the community, but that the new residents coming on don't impact the level of service that's been happening by moving into the community, right. I think we're all on the same page there. Well, in 2019, as we know, it remained at $2,600. And I was reviewing the minutes, but I don't want to, I don't think I can speak to that, but essentially, it went from $2,600, it stayed at $2,600 in 2019. And then here we are 13 years later and we see this number that is the number and I hope there are no surprises, but this is what happens when we don't raise them to where we are. It's a number where there could be differences, but what I would say that keeping it the same, again it would be a disservice to this community, it would be a disservice by keeping it the same. So that's all I just wanted to share

there. What that number is, that's for you to make a recommendation, that's for us staff to see. Ideally, we'd love to see eye-to-eye with this board. And the Council would love to see, would love to work with the community on this. And I think that's what I do want to share there, but I just wanted to stay high-level on that. I definitely think what, because what Juan is bringing up in a point is very important, that I think if we could keep level, if we could keep the fee the same, honestly, we would, but what happens is, and it comes to this, it comes to this fundamental belief, if we do not raise Park Impact Fees as the cost of living increases and as inflation increases and the demand and the need increases, and as you know, there are three prongs and principles for Park Impact Fees, explained by Julie, you have proportionality, you have benefit, and you have a need. Those are the three justifications and principles that Park Impact Fee relies on. We have that nexus.

And so what I'll, my second point that I would share is, whatever we do that we keep it on the three prongs, and there has to be nexus to a number. So what we can't do is, well let's just cut it by 25%. Let's just cut it by 50% because it just makes sense. It should be based on the Excel, the calculations, right. So if we're looking at something, we look at the calculations, so when you're taking this month to consider what it is, I think that's where you're going is, well let's look at these numbers. It's not just based on, let's just add a number out of nowhere. There has to be nexus because we, the City, we have to, we have to defend this if it is taken in court, and if you're taken by a developer we have to be able to provide nexus. I'll tell you, we can, I can confidently say we'll defend this nexus. But once we go off of the nexus, off of the numbers, and just say can we just you know, can we just make it this number, whether high or low? What I would rather, what I prefer, and hopefully the preference is from CIAC board members is that it is, if it's a reduced number, then it's something from the report that we're reducing. We're looking at something that just doesn't make sense, right. So we can stick to a number. And at the end of the day if there's a consideration, we can say, yes, well let's look at that.

So one of the things that you brought up was the bond, right, we have Park Impact Fees versus bond. And let me just, before I go into that, let me just step back because, do we Katherine, are you here?

Harrison-Rogers: I am.

Taumoepeau: Did take off. All right.

Vice-Chair Newby: She's hiding.

Taumoepeau: Do we have, can you bring up the screen that shares the, with neighborhood parks, community parks, trails, how a Park Impact Fee is actually, the breakdown itemized for the Park Impact Fee? So what I wanted to share, she's bringing this up, is ...

Harrison-Rogers: I'm having a technical difficulty. I can't get this to work as a slideshow.

Vice-Chair Newby: No pressure.

Harrison-Rogers: There it goes. Okay. There it goes.

Taumoepeau: Okay, so here's the next thing, and this is, to break this down for the board and members of the public here. When we say Park Impact Fees, and this is really important, especially as we're trying our best to work with developers here on this. Because I know the harsh reality that we're trying to just charge this tariff that doesn't make sense, but I just want to help it hopefully make a bit of sense. When we say Park Impact Fees this isn't just a neighborhood park in front of the development. And to all the developers in the room understand this, but I just want to make sure to the public what this actually breaks down to. So a Park Impact Fee actually includes all of these things. We have neighborhood parks, which is the park in front of the homes that are getting built, and then we have regional parks where they're going to go play baseball. These neighborhood parks in front of their homes may not be enough for them to play soccer games, baseball games, softball games, so then we have to have regional parks. And so we have regional parks here. We have trails, as Troy mentioned. And then what Troy's talking about, he's bringing up some of the recreation centers, indoor aquatics, outdoor aquatics, right, that were mentioned by bonds. So when he's talking about the bond concerns, he's essentially saying, why not just eliminate these 355, 159, and 25 from the equation centers, essentially, right. So I just wanted to help that make sense because all of the amenities that we're asking for in Park Impact Fees, then it's drilled down to this number, $2,400 in this case. And so this is what leads to the scenarios being shared. But I wanted to share this to Joe, to Chairman Newby, and to Troy, and to the public, that when we're talking about Park Impact Fees it's not solely the neighborhood park. And so what we're essentially taking out is we're saying, neighborhood park, well what we currently do right now is we have an agreement with developers, and we essentially say, you built a park, we're going to reimburse you. And so we say, back in 2013 we're going to reimburse you, and it shouldn't be all of the $2,600, which is the current Park Impact Fees. It should just be a partial reimbursement. But because of inflation, because things cost more over time, what happens is that $2,600, as it moves from 2013, 2014, 2015, we start paying less and less into regional parks, and more and more of it goes into neighborhood parks. And so that's why we have to bond. And so we start bonding for more things because we don't have the capacity, because everything starts going into neighborhood parks. I know a recent park, and I don't want to name this by name specifically, but it's not enough for us with the current Park Impact Fees to reimburse for the two acres what these developers are putting in, because the cost is too much. So all the money we can give 100% goes into a neighborhood park, and then we leave regional park, we leave the trails, and then we have no funds for rec centers. So then the question comes, of course we have to bond, because we just don't have enough Park Impact Fees. So I just wanted to build that picture because to do

nothing means the burden remains on residents that have been living here. And so it really comes down to the principle of Park Impact Fees is for the burden to remain on new development, and to not have the burden remain on those who have been living here.

And I wanted to share what this is all about when Troy was sharing that. And so I would say, Troy, I hear you, and if I'm in this position in this capacity of City Manager, we'll look into this consideration. We'll look into this consideration. I just wanted to share that there's a trade-off. At the end of the day this is a consideration because as you know there is a trade-off, and I wanted to share that, right. But if this is something where we can come together, we do want to see if that's what you're, if that is part of what your ask is, we'll look into that, we'll look into that, and we'll see. But I just want to remind everyone, and that's what I remind myself every time, is that if I'm in this position, we're trying to make the best recommendation for the whole community, right. So as I'm here, we're looking at the whole picture. We're not trying to just give it to a developer because that's what we think is deserved, because it's not. Developers do a great job. And so I just wanted to share that, and then I'll go back to you.

Vice-Chair Newby: One question.

Taumoepeau: Yes, Chair.

Vice-Chair Newby: So with all of that, what number are you lobbying?

Taumoepeau: I can't give you the answers, Chairman. You know that.

Vice-Chair Newby: Round numbers.

Taumoepeau: I can't give you the answers. But what I will answer to that question is when we're asking for the new Park Impact Fees, because developers hopefully, and so what happens here, backing out, if the developers put it, if you put it in the parks, you can do it more affordably than the City can. You can do it the way you want to do it. There's still going to be this negotiation with the City because amenities, we want to make sure it's done to our code, but we believe we've worked well together and we'll figure that out. But what is going to happen is all of the new Park Impact Fees will then go to the regional aspects. It will go to our regional parks. What I do believe, I firmly believe, and I think we all believe in this room, is that these parks, these amenities, that if you're building a home in an area that we should have, these new residents should be able to access them quicker and easier, and it shouldn't be so far away. And that's something that we're working on. We've talked with our Parks team, and as we're budgeting new requests, this is budget time, we have a rec master plan that we're looking so that we can fill the gaps. I definitely think Metro Verde and north of 70, that's one of the popular areas where it's trending. We want to make sure that parks are accessible. But again, our focus on, because of what Realize essentially did, was say developers you build neighborhood parks,

City will focus on regional parks. That's what we're taking on. And so I just wanted to share that just to make sure everyone is on the same page of what Realize is doing. And to the question, because you brought this up Troy, and it's a good fair question, that Realize increased the cost to the developers. And it's true, we did. It was the recommendation, because if it's not on new development, then it remains on the burden of those already living there. right. That's essentially what it is. So the numbers proposed here today, and that's what I'm saying is, we'll share what we feel we can in court defend, because by our right we could charge that, but we always know that there's always a discussion and a dance that happens, and so we're expecting to get there. So I just wanted to share that with you.

And then to one also mentioned multi-family decrease. The option that we shared offers the decrease if we do it by square footage, right. So hopefully, that's something that satisfies the community as we're looking for a decrease for multi-family. It is something that was much needed, and so we agree as staff on that, and that's something we're not arguing.

Talked about PIF versus bond. Rio Rancho. It's really easy. I appreciate Troy bringing this up, because it's something even we do as cities. We think what are the best practices where cities are doing it better, but something about looking at other communities is we have to ask what the level of services are. So level of services are different. I imagine if Rio Rancho is only paying $800, I mean, that tells me either they're super political and it's very hard to get things done and it's a very pro-developer community, or they just don't have the level of service that we have to maintain. I don't know if they have as much parks, probably not as old as we are, and they're probably getting there. But I just wanted to share its stuff, and as Albuquerque hasn't updated theirs in 15 years, I mean, we haven't updated ours in 13 years. I mean there's a huge gap going there. But it is something that, again, Troy and Chairman Newby we do expect us to have a conversation between the next meeting, talking with staff, and seeing where we can get to. What we would like to do is if you have a recommendation that's in line on where we, well, and I think it's tough right now. I think you just have to make the recommendation that you think is right. What I'm sharing is it's always great if we can make a recommendation together.

Inflationary dollars, you had mentioned inflationary, I think Chairman Newby. As you know it's challenging to consider inflation because this is a time, this is the numbers that we take right now, the 10-year forecast, those numbers actually don't deal with the number that we have in Park Impact Fees. So that 10 years is just a forecast. So I think, and I didn't want to interrupt Julie, but I think she would share as well, when it comes to the actual Park Impact Fees, we don't look at the forecast. We don't consider inflation. We look at the current costs, the current data that we look at, looking at true costs, which we expended to reimbursed developers. That's what we look at. And so because level of service has to be looked at every five years, we can't anticipate year six, year seven, and year eight, and put numbers because as I mentioned we

just can't defend that in court. We don't know if we do inflation at 3%, inflation at 6%, 26. If it comes in year 26 or 27, if inflation was less, you can take us to court and say, you should have charged us less. So I just wanted to share that.

And then, and I think that sums it up. Again, from staff's perspective, I can't speak for all the staff, but I know for me it would be great if we could come up with a solution that works, that's palatable, that works for this board and for developers. So if you do have a solution that you think makes sense, that you think can help move us forward in our park needs, obviously we're not looking for the Taj Mahal of parks, but we're just trying to keep the level of service the same. And I think it's an important note to think about, we decreased in level of service on neighborhood parks. I think there's many reasons why one could assume why we decreased on level of service. I think part of it is we have to understand if our population increased and we didn't get enough park land to keep that level of service the same, then you're going to have a decrease in that. Well, one of the thoughts that were mentioned is, were we not spending enough in the first place? I think the other thought as well is happening, did we not get enough Park Impact Fees to help us get those parks as well because we didn't increase the cost. So I just wanted to share that. There is a dance. There is this partnership that we would love to have. At times we may not be able to agree, but this is a Park Impact Fee where I believe let's not keep it the same, there has to be some type of increase. The question is how high and where, and if we can agree on that, we'd love to bring that forward together to Council. If we can't, I'll still bring the recommendation to Council and then we can continue to discuss from there. Just wanted to see if you had any questions, if not, I'll take my seat.

Vice-Chair Newby: Ikani. I think you're the first City Manager that's ever come. Even if there were others, they had no clue what we did. I really appreciate your comments. You understand exactly what we all have to go through. We would love to give you, you know $20,000, but we have constituents that have to make a living. But having a City Manager that really understands the importance of this, along with the few other things that you have to deal with really, really appreciate you.

Taumoepeau: Yes, to Katherine and Steve, thank you guys, seriously. You know we're here comprised of different facets of life, and we're here to kind of bring our viewpoint and everything into that. You know at the end of the day; we have the best interest of the City in mind. And I know you guys do as well from a different perspective. And I think it's important that we keep that in mind when we're digging through it and everything like that. We can come to an agreement and find something that's palatable for everyone, that still gives us you know the level of service that exists, or hopefully, you know in the future we're higher, right. I mean that's the goal. And so I mean I have a little one, I know we have to travel quite a ways sometimes to go play soccer practice or t-ball practice, whatever it is. And so I understand that 100%. And you know whenever I sit in this seat I have to take a different perspective and kind of

try to view the data as it comes in. And like you said, it's not cut and dry. If it was, it'd be super easy. We wouldn't even have a meeting about it, right. I mean, if it was just super easy and logical it would make sense. But there's a lot of things that go into it and a lot of components that we have to identify. And so, I think just going through every component and trying our best to understand it, I think that there's a common ground somewhere, you know/ Thank you. Appreciate it.

6. Committee Discussion:

Vice-Chair Newby: Well, any other business to come before this august body?

7. Next Regular Meeting:

7.1 March 27, 2025:

8. Adjournment:

Vice-Chair Newby: Do I have a motion to adjourn?

Mitchell: I move to adjourn.

Dearing: I second the motion.

Vice-Chair Newby: Have a great day. Thank you, guys.

Chairperson

ATTACHMENT "D"

CAPITAL IMPROVEMENT ADVISORY COMMITTEE
Minutes for the Meeting on
Thursday, March 27, 2025
1:30 pm
Utilities Center
Board Room 218

Committee Members' Present:
Steve Newby, Vice Chair
Troy Mitchell, Committee Member
Joe Dearing, Committee Member

Vice-Chair Newby called the regular meeting to order at approximately 1:30 p.m.

1. CONFLICT OF INTEREST – There were none.

2. PUBLIC PARTICIPATION -

Vice Chair Newby: Do we have anybody in the public that would like to address the committee? I see yes, sir come up to the podium and state your name.

John Moscato Sierra Norte Development: Stated some of the parks he has been involved with developing since his name was mentioned at last month's meeting as source of average cost of reimbursement by the city for Metro Verde parks. There have been at least (15) parks built in Metro Verde such as the sport park, toddler park, desert park, youth park, red hawk, peach tree, splash pad park, ninja park, trails.

How did we figure out the average cost of construction?

Gave his opinion of Realistic and ideal scenario's.

How do we fill the gap? A question to the consultants what is the plan? Budget and source of funding?

Basic misunderstandings happen over how the development, buying, and homebuilding world operate.

3. ACCEPTANCE OF AGENDA & MINUTES

3.1 February 27, 2025, Regular Meeting Minutes

Motion: Troy Mitchell
Second: Joe Dearing
Ayes: Unanimous

The Agenda & minutes were approved unanimously 3-0

4. ACTION ITEM

Katherine Harrison Rogers:

Role of CIAC:

LCMC 33-32

- Update to or determination of no update to PIF every 5 years
- Recommending body to City Council
- City Council final authority

Considerations:

- The fee is to cover fair share of cost to maintain Level of service for new growth
- Fee must be legally defensible
- PIF study shows the highest amount feasible, funding shortfall still exists
- Shortfalls will increase or capital projects will decrease if PIF lowered from recommendation
- Facility types inclusion/exclusion
- Methodology (housing type vs square footage)

To clarify Mr. Moscato statement over the reimbursement fees spoken about at the last meeting. The example given was beyond just the fees from Mr. Moscato.

Mitchell: Stated by the consultant's chart on page 9. Asked if these are average cost to continue these types of amenities in a proto-type park? Of this point forward. Not what has been done...etc.

The data he provided is cost by average acreage.

On the data input side short sided by assuming, general line items

I don't want to assume, by providing actual numbers as opposed to those that go into a 2-acre park.

Bingham-The need is to be put into context, Amount was reimbursed not expenditures. Those where the cost was not put in to take a conservative approach.

Rio Rancho and Albuquerque. Costs that consultant has done to compare costs per acre.

Herland: Stated are currently working with Albuquerque who have not updated their fees for quite some time. And they are at $500,000 cost per acreage for improvements.

Rio Rancho was unable to get fees due to the are not posted publicly and they are not a client of theirs. But she did find that they adopted their fee as of 2024 Square footage parks fee $168. But the calculated rate was $3,555.00.

Troy: Asked Current budget of new parks, what is that?

Rogers: Does not have right off hand.

Troy: GRT increase is there a percentage that is allocated to Parks?

Delgado: The allocation process has not been started.

Stated you can recommend anything to the council, and they can ask for justifications of why you chose what you chose.

Newby: Asked to Julie Herlands, did all that data come from parks or other sources?

Herlands: sources are Land Use came from census bureau, and city of Las Cruces.

Newby: Asked what is the current thinking of not getting further and further behind on projects?

Bingham: We had $8.4 million balance. But it was budgeted for projects, we have spent $3 million in this Fiscal year, we have encumbered funds. That brings us down to $1.4 in Impact fees.

Newby: Inflation is never considered, is that because it's too hard to predict?

Rogers: That is the reason why they bring this up every 5 years to account for Inflation.

Herlands: The building index inflation and there are clients of ours that use those.

Dearing: I only see that there are staff here to advocate for parks. No one from housing is here is there as an advocate?

Mitchell: Asked if we had Comparisons to Santa Fe, Albuquerque and Arizona.

Rogers: What you have to consider is the facility types do change the overall fee.

Mitchell: Stated, he would like to make a motion to recommend based off the tiered system provided on page 38 of the consultant's study.

Residential Housing units by Square Footage:

1,300 sq ft or less $1,455.74
1,301 - 2,100sq ft $2,693.12
2,101 and up $4,148.86

Point of clarification heated sq footage.

Rogers: Asked Mitchell, the numbers are slightly different, can you explain how you got those numbers since they are below the allowable max.

Troy: In the development community the cost to construct the parks as Realize is written now, costs will be passed on to home buyers. Concerning that we didn't have, what he used is cost per acre from data he was provided. X 1.45 = Cost per person.

Motion: Troy Mitchell
Second: Joe Dearing
Ayes: Unanimous

The Agenda & minutes were approved unanimously 3-0

5.1. **New Committee Members Ranking**
Castañeda: handed committee ranking sheets and applicant matrix for reference. Ranking sheets collected and sent to City Clerk to present to the mayor for final recommendation.

6. **COMMITTEE DISCUSSION**
There was none.

7. **NEXT MEETING DATE**
APRIL 24, 2025

8. **ADJOURNMENT**

Vice Chair Newby: I will make a motion to adjourn.

Motion: Vice Chair Steve Newby
Second: Joe Dearing
Ayes: Unanimous

The Agenda & minutes were approved unanimously 3-0

Steve Newby
Chairperson

4/24/2025
Date

CIAC Independent Assessment of Park Improvement Costs

	ACREAGE	TOTAL COST	COST/ACRE
Metro Evolution	3.182	$ 959,449.00	$ 301,523.88
Metro Arcadia	1.945	$ 525,000.00	$ 269,922.88
Trails at Metro	6.084	$ 771,713.00	$ 126,843.03
Metro Central Phase 2	1.856	$ 345,359.00	$ 186,077.05
Red Hawk Estates Phase 1	0.802	$ 89,148.00	$ 111,157.11
Metro Verde South Phase 2D	1.994	$ 353,182.00	$ 177,122.37
Metro Park Village Phases 4-5	1.345	$ 365,658.00	$ 271,864.68
Metro Central Phase 1	2.655	$ 582,051.00	$ 219,228.25
Rincon Hills Park	3.7	$ 836,121.00	$ 225,978.65
TOTAL	23.563	$ 4,827,681.00	$ 204,883.97
		49.406% INCREASE for Public Work	$ 306,109
		LOS/1000 Persons for Park Improv	$ 890.78

CIAC Recommended Park Impact Fees

Residential by Square Feet	Person per Housing Unit	Recommended Fee	Current Fee	Increase/ Decrease	% Change
1300 or less	1.02	$1456	$2600	($1144)	-44%
1301-2100	1.85	$2693	$2600	$93	4%
2101 or more	2.85	$4149	$2600	$1549	60%

3092

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

City Council Action and Executive Summary

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ 6 ☐ N/A		
1st Reading:	June 2, 2025	**Adopted:**	June 16, 2025
Drafter:	Sara Gonzales	**Department:**	Community Development
Program:	Community Planning	**Line of Business:**	Community Planning

Title: **AN ORDINANCE APPROVING VARIOUS ZONE CHANGES TO CORRESPOND TO THE SONOMA RANCH NORTH MASTER PLAN AMENDMENT #4. THE MASTER PLANNED AREA AFFECTED BY THE PROPOSED ZONE CHANGE ENCOMPASSES APPROXIMATELY 5.75 ACRES AND IS LOCATED ON THE EAST SIDE OF SONOMA RANCH BOULEVARD AND SOUTH OF ITS INTERSECTION WITH NORTHRISE DRIVE. SUBMITTED BY SOUDER MILLER AND ASSOCIATES, ON BEHALF OF SIERRA NORTE DEVELOPMENT INC., PROPERTY OWNER (CASE 24ZO0500089).**

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

PURPOSE(S) OF ACTION:

Zone Change.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City Council is required to review and take final action on zone changes per Section 385-10 B.2.b and 38-13 A. of the 2001 Zoning Code. A zoning district is a specifically delineated area where land use regulations uniformly govern the use, placement, spacing, density, bulk, height, and size of buildings and/or land.

The applicant has requested multiple zone changes to correspond with the recently approved fourth major amendment to the Sonoma Ranch North Master Plan. While zone changes require final action by City Council, Master Plans are reviewed as part of the subdivision of land process and approved by the Planning and Zoning Commission (P&Z) and do not require approval by the City Council per Section 37- 45 (C) of the Subdivision Code.

The total acreage of the original master plan is 275 acres and was approved in 1997. The remaining undeveloped area encompasses approximately 25.09 acres and is currently zoned as open space, flood control, and single-family residential. The proposed zone changes affect a total of 5.75 acres out of the remaining 25.09 acres. The current zoning is OS-R (Open Space - Recreation) / FC (Flood Control). The 5.75 acres will be separated out as follows:

- Parcel 6: 0.99 acres for R-1a (Single-Family Medium Density) / R-1b (Single-Family High Density)
- Parcel 10: 2 acres for FC (Flood Control) / OS-R (Open Space-Recreation)
- Parcel 17: 2.76 acres for C-2 (Commercial Medium Intensity) / O-2 (Office Professional – Limited Retail Service) / R-3 (Multi-Dwelling Medium Density)

The property is located within an area designated as a Suburban Neighborhood Place Type as shown on the Future Development Map in the Elevate Las Cruces Comprehensive Plan. Suburban Neighborhood areas provide for low-to-moderate density residential land uses intermixed with areas of commercial development. Some of the development strategies within a Suburban Neighborhood include locating land uses that generate higher traffic volumes along major thoroughfares, allowing commercial nodes compatible with the surrounding area, and the use of arroyos and other open spaces to help with land use transitions. The proposal creates an area where residents have access to commercial services, a recreational area, and housing opportunities while using all modes of transportation. The recently approved and amended master plan and proposed corresponding zone changes are supported by several goals and policies as outlined within the "Elevate Las Cruces Comprehensive Plan."

On April 22, 2025, the P&Z, per Section 38-10 B.2.b. of the 2001 Zoning Code, recommended approval of the proposed zone change request by a vote of 4-1-0 (one Commissioner absent and one Commissioner Vacancy) based upon the findings reflected in Exhibit “B”.

The case was publicly noticed in accordance with the City's notification provisions; staff received one call regarding the allowance of parking on local streets. No additional public input was received during the meeting regarding the proposed zone change request. For further information regarding the meeting, see Attachment “C”.

The City Council will consider the recommendation of the P&Z and will decide whether the requested zoning districts are appropriate at these locations. If deemed suitable, based upon evidence presented, the City Council will make a final determination on the request. It is possible for the City Council to modify the recommendation by removing or adding conditions. Furthermore, City Council can reject the recommendation; however, new evidence and facts must be articulated if the City Council reverses the P&Z recommendation.

SUPPORT INFORMATION:

Exhibit "A" - Zoning Map
Exhibit "B" - Findings
Attachment "A" - Approved Sonoma Ranch North Master Plan Amendment #4
Attachment "B" - P&Z Staff Report
Attachment "C" - Minutes from the April 22, 2025, P&Z meeting

PLAN(S):

City Council Strategic Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

P&Z

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

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

☐ Yes
☒ No

Does this action align with Elevate Las Cruces?

☒ Yes
☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Ordinance and affirm the P&Z recommendation for approval.
2. Vote "No"; this will deny the Ordinance and will reject the recommendation made by the P&Z.
3. Vote to "Amend"; this could allow City Council to modify the Ordinance by adding conditions as determined appropriate.
4. Vote to "Table"; this will allow City Council to table/postpone the Ordinance and direct staff accordingly.

REFERENCE INFORMATION:

O1610 – Original Master Plan approved March 3, 1997
O2312 - Master Plan Amendment #1 approved June 26, 2006
O2542 – Master Plan Amendment #2 approved October 26, 2009
O2854 – Master Plan Amendment #3 approved May 21, 2018

ORDINANCE 3092

AN ORDINANCE APPROVING VARIOUS ZONE CHANGES TO CORRESPOND TO THE SONOMA RANCH NORTH MASTER PLAN AMENDMENT #4. THE MASTER PLANNED AREA AFFECTED BY THE PROPOSED ZONE CHANGE ENCOMPASSES APPROXIMATELY 5.75 ACRES AND IS LOCATED ON THE EAST SIDE OF SONOMA RANCH BOULEVARD AND SOUTH OF ITS INTERSECTION WITH NORTHRISE DRIVE. SUBMITTED BY SOUDER MILLER AND ASSOCIATES, ON BEHALF OF SIERRA NORTE DEVELOPMENT INC., PROPERTY OWNER (CASE 24ZO0500089).

The City Council is informed that:

WHEREAS, Souder Miller and Associates, on behalf of Sierra Norte Development Inc., property owner, submitted a request for multiple zone changes to correspond with the Sonoma Ranch North Master Plan Amendment #4, as reflected in Attachment "A"; and

WHEREAS, the modifications to the zoning in the Sonoma Ranch North Master Plan are intended to provide a buffer and transition between land uses along a major thoroughfare; and

WHEREAS, the Planning and Zoning Commission, after conducting a public hearing on April 22, 2025, recommended that the Sonoma Ranch North Master Plan Amendment #4 and corresponding zone change request be approved by a vote of 4-1-0 (one Commissioner absent, one Commissioner vacancy).

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

(I)

THAT the land as reflected in Exhibit "A", attached hereto and made part of this Ordinance, is hereby zoned as reflected in Exhibit "A".

(II)

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

(III)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

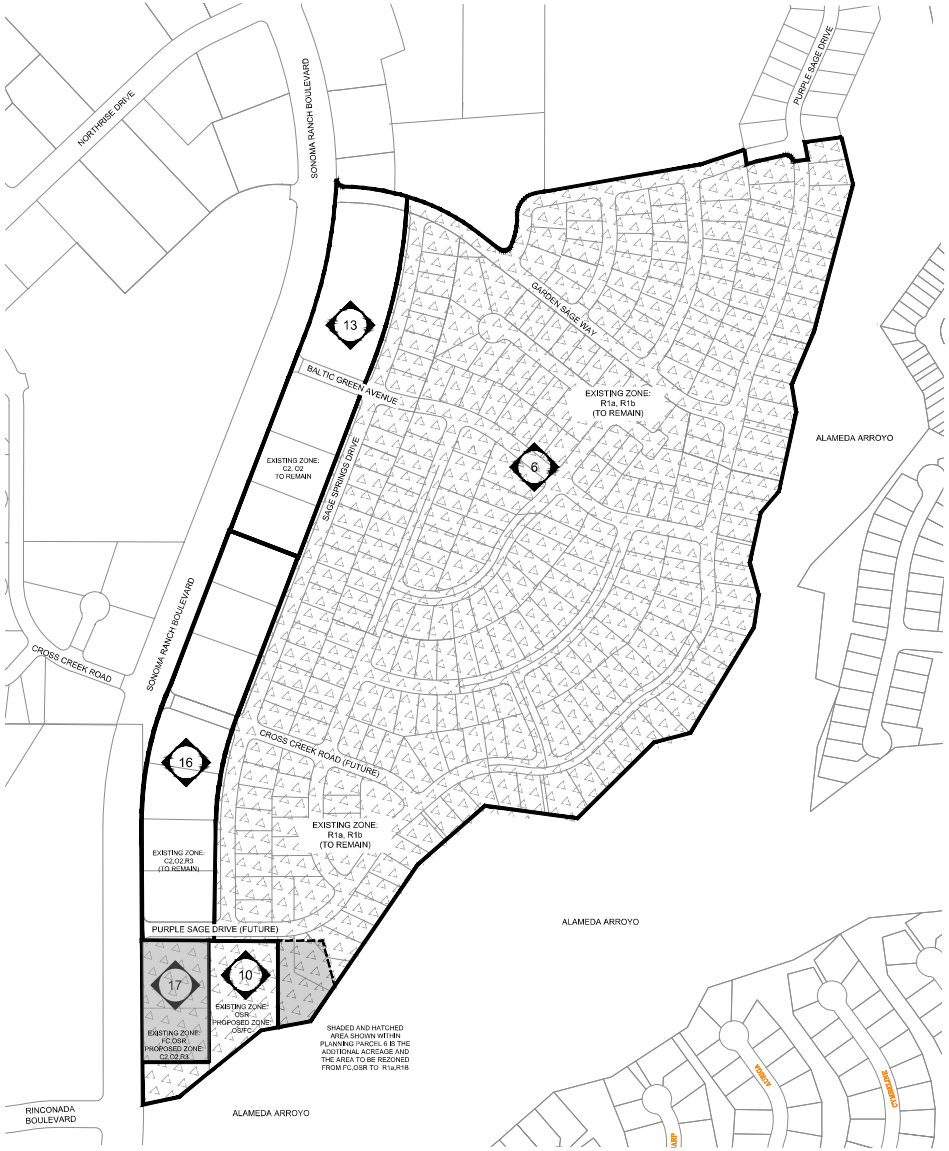
Moved by:

Seconded by:

AYES

NAYS

EXHIBIT "A"



INFORMATION TABLE

PARCEL NUMBER	PREVIOUS AREA (AC)	PROPOSED AREA (AC)	AREA CHANGE (AC)
6	88.36	89.35	0.99 (INCREASE)
10	5.74	2.0	3.75 (DECREASE)
13	7.07	7.07	NO CHANGE
16	7.71	7.71	NO CHANGE
17	0.0	2.76	2.76 (INCREASE)

LEGEND

- PROPERTY LINE
- PLANNING PARCEL BOUNDARY
- PARCELS WITH PROPOSED LAND USE CHANGES
- PARCELS WITH CHANGES TO EXISTING AREAS



Rev #	Date	Description	By	Chk'd
3	2-Oct-25	ISSUED FOR REVIEW #3	TB	PJP

SOUDER, MILLER & ASSOCIATES
3500 Sedona Hills Parkway
Las Cruces, NM 88011
SMA Engineering Environmental Surveying

SONOMA RANCH NORTH
MASTER PLAN - ZONE CHANGE MAP

SIERRA NORTE DEVELOPMENT INC.
LAS CRUCES, NEW MEXICO

PAUL J. BRUCE NEW MEXICO 23781 PROFESSIONAL ENGINEER
02-Oct-2025

THIS DRAWING IS INCOMPLETE AND NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS STAMPED, SIGNED AND DATED

Designed	Drawn	PJP
TB	TB	

Date: JULY 2024
Scale: As Shown
Project No: 9330315
Sheet: SHEET 1 OF 1

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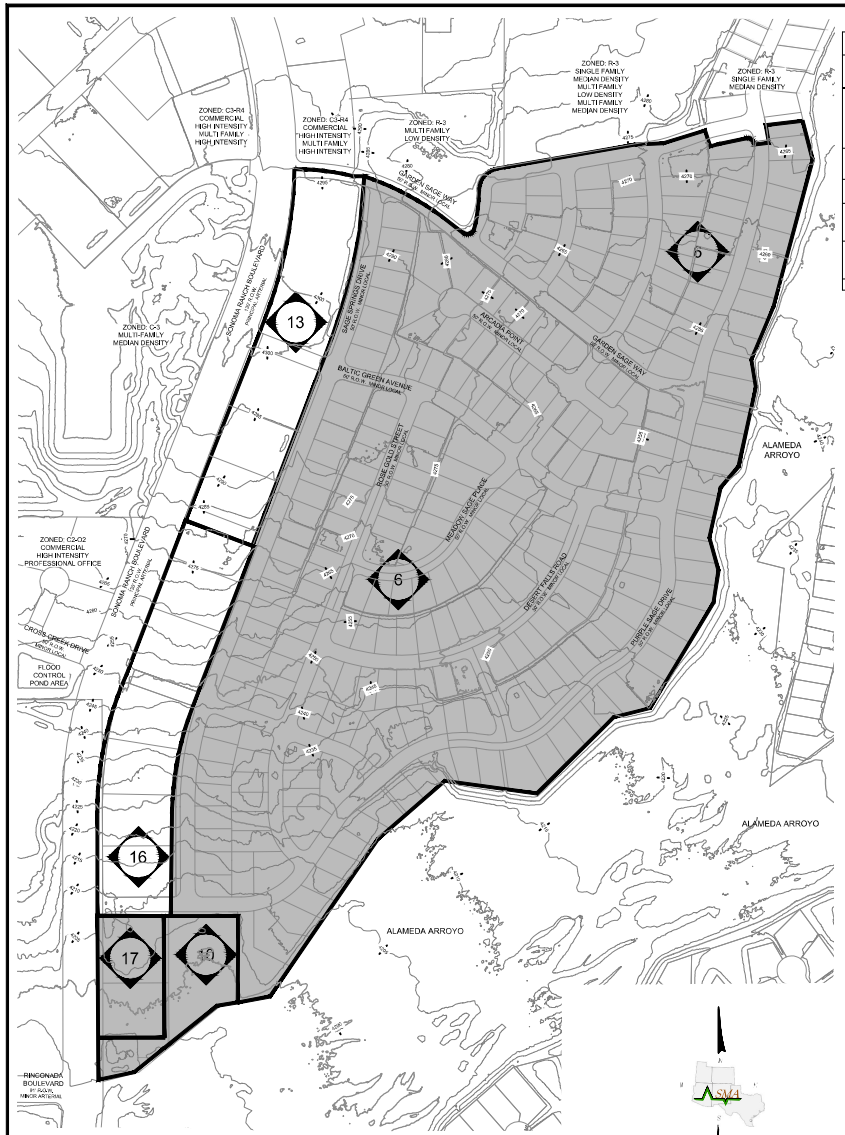
P:\9-SNS Sonoma Ranch North Ph 6 (9330315)\CAD\Civil\Amendment No. 4 Preliminary Plat\SRN Phase 6 Zone Change Map.dwg, 3/31/2025 3:01:16 PM TWB

EXHIBIT "B"

Findings

1. The proposed Master Plan Amendments and Rezoning are consistent with submittal requirements outlined in Section 38-2 of the 2001 Zoning Code and Article II of the Subdivision Code.
2. Based upon staff's analysis, the proposal meets the intent of the Comprehensive Plan; meets the purpose and intent outlined in Section 38-2 of the 2001 Zoning Code, as amended; and fulfills the purpose of the Las Cruces Municipal Code Section 2-382.
3. The proposed Master Plan Amendment and Rezoning is harmonious with and not out of character with the uses and existing zoning districts of the surrounding area and provides a mix of uses and residential options consistent with City policy.

ATTACHMENT "A"



MASTER PLAN
SCALE: 1" = 200'



GENERAL LAND USE TABLE

PROPOSED PLANNING PARCEL PER PROPOSED MASTER PLAN DESIGNED 01-2025	PROPOSED ACREAGE	EXISTING PLANNING PARCEL APPROVED MASTER PLAN JANUARY 2016	LAND USE CHANGE	PROPOSED LAND USE (ZONING) JUNE 26, 2024		EXISTING LAND USE (ZONING) FEBRUARY 04 2009		DENSITY PER ACRE (MIN. TO MAX.)	DWELLING UNITS PER PARCEL (MIN. TO MAX.)
1	83.26	6 PORTION OF 10	YES	SINGLE-FAMILY MEDIUM DENSITY MULTI-FAMILY MEDIUM DENSITY	R1a, R1b	SINGLE-FAMILY MEDIUM DENSITY MULTI-FAMILY MEDIUM DENSITY FLOOD CONTROL/ PONDING AREA OPEN SPACE RECREATIONAL	R1a	4 TO 20	333 TO 1,767
10	2.0	PORTION OF 10	YES	FLOOD CONTROL OPEN SPACE RECREATIONAL	OS/FC	FLOOD CONTROL/ PONDING AREA OPEN SPACE RECREATIONAL	R1a, FC	-	-
13	7.07	13	NO	COMMERCIAL HIGH INTENSITY PROFESSIONAL OFFICE	C3, O2	COMMERCIAL HIGH INTENSITY PROFESSIONAL OFFICE	R1a	-	-
16	10.03	16	NO	COMMERCIAL MEDIUM INTENSITY NEIGHBORHOOD OFFICE MULTI-FAMILY MEDIUM DENSITY	C2-O2,R3	COMMERCIAL LOW INTENSITY NEIGHBORHOOD OFFICE MULTI-FAMILY MEDIUM DENSITY	R1a	4 TO 20	30 TO 149
17	2.76	PORTION OF 10	YES	COMMERCIAL MEDIUM INTENSITY NEIGHBORHOOD OFFICE MULTI-FAMILY MEDIUM DENSITY	C2-O2,R3	FLOOD CONTROL/ PONDING AREA OPEN SPACE RECREATIONAL	FC/OS-R		
TOTAL	106.01	-	-	-	-	-	-	-	780 TO 3,464

CONCEPTUAL DRAINAGE PLAN

A FINAL DRAINAGE REPORT SHALL BE PREPARED FOR EACH PLANNING PARCEL BY THE OWNER AT THE TIME OF PROPOSED DEVELOPMENT OF SAID PLANNING PARCEL.

1. PURSUANT TO FINAL APPROVAL BY THE CITY OF LAS CRUCES PUBLIC WORKS DEPARTMENT, ALL PRE AND POST DEVELOPMENT FLOW FROM PARCELS 4,6,10, 12B, 16 AND 17 WILL BE ALLOWED TO DISCHARGE INTO THE ALAMEDA ARROYO.
2. ANY DRAINAGE ABOVE AND BEYOND THE HISTORIC DRAINAGE FLOW FROM PARCELS 1A,1B, 1C, 1D, 2A, 2B, 3, 3A, 7A, 7B, 9, 12A AND 13 MUST BE CONTAINED WITHIN THE PARCEL AND MEET CITY OF LAS CRUCES DESIGN STANDARDS.
3. ADDITIONALLY, ANY DRAINAGE ABOVE AND BEYOND THE HISTORIC DRAINAGE FLOW FROM PARCELS 5, 8, AND 14 MUST BE CONTAINED WITHIN TRACT 15, TRACT 15 MAY BE USED TO DETAIN RESIDENTIAL AND COMMERCIAL POST DEVELOPMENT RUNOFF. PARCEL 15 WILL MEET CITY OF LAS CRUCES DESIGN STANDARDS AT THE TIME OF CONSTRUCTION FOR FACILITIES AND PUBLIC WORKS REQUIREMENTS.

GENERAL NOTES

1. APPROXIMATE POPULATION TO BE GENERATED = 2.7 PERSONS PER DWELLING UNIT. MINIMUM POPULATION = 1839 PERSONS; MAXIMUM POPULATION = 6440 PERSONS.
2. APPROXIMATE TRAFFIC TO BE GENERATED = 10 TRIPS PER DAY PER DWELLING UNIT.(T.P.D.) MINIMUM TRAFFIC = 6810 T.P.D.; MAXIMUM TRAFFIC = 23,850 T.P.D. (ORIGINAL M.P. 6479.50 ; 25,126.30)
3. PLANNING PARCELS 1A, 1B, 1C, 2A, 2B, 3, AND 3A TO BE FURTHER SUBDIVIDED USING THE ALTERNATE SUMMARY SUBDIVISION PROCESS.
4. TRACTS 4, AND 8 (10.8 AC TOTAL) WILL BE A TRUE MULTI-FAMILY PARCELS TO PROVIDE A BUFFER BETWEEN THE COMMERCIAL AND SINGLE FAMILY RESIDENTIAL. THE BOUNDARY OF THE THESE TWO PARCELS MAY BE RELOCATED TO ACCOMMODATE BUILDING LAYOUTS USING THE PUD PROCESS BUT THE ACREAGE WILL REMAIN THE SAME.
5. EXISTING CURB OPENINGS ON NORTHRISE / SONOMA RANCH BLVD DRIVE MAY BE RE-LOCATED TO ACCOMMODATE COMMERCIAL BUILDING LAYOUT. ALL ACCESS POINTS AND MEDIAN OPENINGS WILL COMPLY WITH CURRENT CLC DESIGN STANDARDS
6. PLANNING PARCELS MAY BE SUBDIVIDED INTO PHASES. EACH PHASE MAY BE FURTHER SUBDIVIDED OR COMBINED FOR CONSTRUCTION PURPOSES. PHASES WILL BE SHOWN ON THE PRELIMINARY PLATS UNLESS THE ALTERNATE SUMMARY PROCESS IS USED.
7. FINAL ACCEPTANCE OF PARCEL 10 IS DEPENDENT ON FINAL DESIGN APPROVAL FROM PARKS AND RECREATION DEPARTMENT.

MAJOR AMENDMENT 4 SONOMA RANCH NORTH, MASTER PLAN

LOCATED IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 2 EAST
N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DOÑA ANA COUNTY, NEW MEXICO
FEBURARY 2025
106.01 AC. ±



VICINITY MAP
NOT TO SCALE

THIS PLAT HAS BEEN APPROVED BY THE SUBDIVISION ADMINISTRATOR OF THE CITY OF LAS CRUCES, AND ALL THE REQUIREMENTS FOR APPROVAL IN THE ABOVE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY FOR APPROVAL OF THIS PLAT.

SUBDIVISION ADMINISTRATOR _____ DATE _____

Rev.#	Date	Description	By	Ck'd
2	02/10/25	ISSUED FOR REVIEW #3	By	Ck'd

SOUDER, MILLER & ASSOCIATES
3500 Sedona Hills Parkway
Las Cruces, NM 88011
Phone (575) 647-0799 Toll Free (800) 647-0799
Engineering Environmental Surveying

SONOMA RANCH NORTH
MASTER PLAN

SIERRA NORTE DEVELOPMENT INC.
LAS CRUCES, NEW MEXICO

PHILLIP J. PORTER
NEW MEXICO
15019
PROFESSIONAL ENGINEER
03-2025

THIS DRAWING IS INCOMPLETE AND NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS STAMPED, SIGNED AND DATED

Designed	Drawn	Checked
TB	TB	PJP

Date: AUG 2024
Scale: As Shown
Project No: 9330315
Sheet: SHEET 1 OF 1

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ATTACHMENT "B"

Type of Action:
Planning & Zoning
Staff Report

Planning & Zoning Commission Staff Report

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ 6 ☐ N/A		
Adopted:	April 22, 2025		
Drafter:	Sara Gonzales	**Department:**	Community Development
Program:	Community Planning	**Line of Business:**	Community Planning

Title:	**A REQUEST FOR FINAL APPROVAL TO AMEND THE SONOMA RANCH MASTER PLAN, KNOWN AS SONOMA RANCH MASTER PLAN AMENDMENT #4, AND PROVIDE A RECOMMENDATION FOR THE CORRESPONDING ZONE CHANGES. THE PROPERTY IS LOCATED ON THE EAST SIDE OF SONOMA RANCH BOULEVARD AND SOUTH OF ITS INTERSECTION WITH NORTHRISE DRIVE. SUBMITTED BY SOUDER MILLER AND ASSOCIATES ON BEHALF OF SIERRA NORTE DEVELOPMENT INC., PROPERTY OWNER. (CASE 24CS0500088 AND 24ZO0500089)**

PURPOSE(S) OF ACTION:

To approve a master plan amendment and provide a recommendation for corresponding zone changes.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The purpose of the master planning process is to advance the goals and objectives of the City's comprehensive plan and to address a variety of environmental and social issues in an area being proposed for future development. A master plan is considered part of the planning process in which the proposal is viewed as a conceptual tool reflecting the ideas and thoughts for future development. The Planning and Zoning Commission shall review each request in relation to the goals, objectives, and policies of the comprehensive plan, plan elements, other applicable plans, and the purpose and intent of this Code, Section 38-2 and 36-1 of the Sign Code, when appropriate, and determine whether the request is consistent or inconsistent with stated criteria.

The applicant has also requested multiple zone changes to correspond with the fourth major amendment to the Sonoma Ranch North Master Plan. While zone changes require recommendation by the Planning and Zoning Commission (P&Z), Master Plans are reviewed and approved by the P&Z and do not require approval by the City Council per Section 37- 45 (C) of the Subdivision Code.

The applicant is proposing the fourth major amendment to the existing Sonoma Ranch North Master Plan in conjunction with rezoning several areas to correspond to these changes. The master plan area currently consists of 275± acres with 22 planning parcels. The amendment will modify the remaining 25.09 acres, will create 1 additional planning parcel, and will modify the location of various land uses and zoning designations. Several of these adjacent parcels are developed and will not be affected by these amendments.

The master plan area currently contains open space, flood control, and single-family land uses. The amendment proposes the same mix of uses with the addition of some medium intensity office and commercial along the Sonoma Ranch Blvd. corridor. The proposed medium intensity office and commercial uses are located along a major thoroughfare where these types of uses are encouraged. The proposed location of

these uses is being modified to provide transitional buffers between medium intensity uses, open space / flood control, and the medium density residential uses on the eastern side of the remaining master plan area. The corresponding zone changes affects a total of 5.75 acres of Planning Parcel 10. The current zoning is OS-R (Open Space - Recreation) / FC (Flood Control). The 5.75 acres will be distributed as follows; Parcel 6: 0.99 acres for R-1a (Single-Family Medium Density) / R-1b (Single-Family High Density); Parcel 10: 2 acres for FC (Flood Control) / OS-R (Open Space-Recreation); Parcel 17: 2.76 acres for C-2 (Commercial Medium Intensity) / O-2 (Office Professional – Limited Retail Service) / R-3 (Multi-Dwelling Medium Density).

The property is located within an area designated as a Suburban Neighborhood Place Type as shown on the Future Development Map in the Elevate Las Cruces Comprehensive Plan. Suburban Neighborhood areas provide for low-to-moderate density residential land uses intermixed with areas of commercial development. Some of the development strategies within a Suburban Neighborhood include locating land uses that generate higher traffic volumes along major thoroughfares, allowing commercial nodes compatible with the surrounding area, and the use of arroyos and other open spaces to help with transition. The proposal creates an area where residents have access to commercial services, a recreational area, and housing opportunities while using all modes of transportation. The proposed master plan and corresponding zone changes are supported by several goals and policies as outlined within the Elevate Las Cruces Comprehensive Plan, see Attachment "D".

On April 2, 2025, the Development Review Committee (DRC) reviewed the proposed Master Plan Amendment. Zone changes do not require review by the DRC and were not discussed. The DRC reviews master plans from an infrastructure, utilities and improvement standpoint. After some discussion, the DRC voted to recommend APPROVAL for the proposed master plan amendment. Please refer to Attachment "E" for minutes of the DRC meeting.

In accordance with the Subdivision Code, Notice of Public Hearing was mailed to all property owners within 500 feet of the subject property. All comments and concerns will be discussed during the presentation for the proposed Master Plan Amendment and corresponding Zone Change request.

References:
O1610 – Original Master Plan approved March 3, 1997
O2312 – Master Plan Amendment #1 approved June 26, 2006
O2542 – Master Plan Amendment #2 approved October 26, 2009
O2854 – Master Plan Amendment #3 approved May 21, 2018

SUPPORT INFORMATION:
Attachment "A" - Zoning Map
Attachment "B" - Aerial Map
Attachment "C" - Proposed Master Plan Amendment and Zone Change Map
Attachment "D" - Elevate Las Cruces Comprehensive Plan Goals, Policies, and Actions
Attachment "E" - DRC Minutes 04.02.2025
Attachment "F" - Findings

PLAN(S):
Elevate Las Cruces

COMMITTEE/BOARD REVIEW:
P&Z, DRC

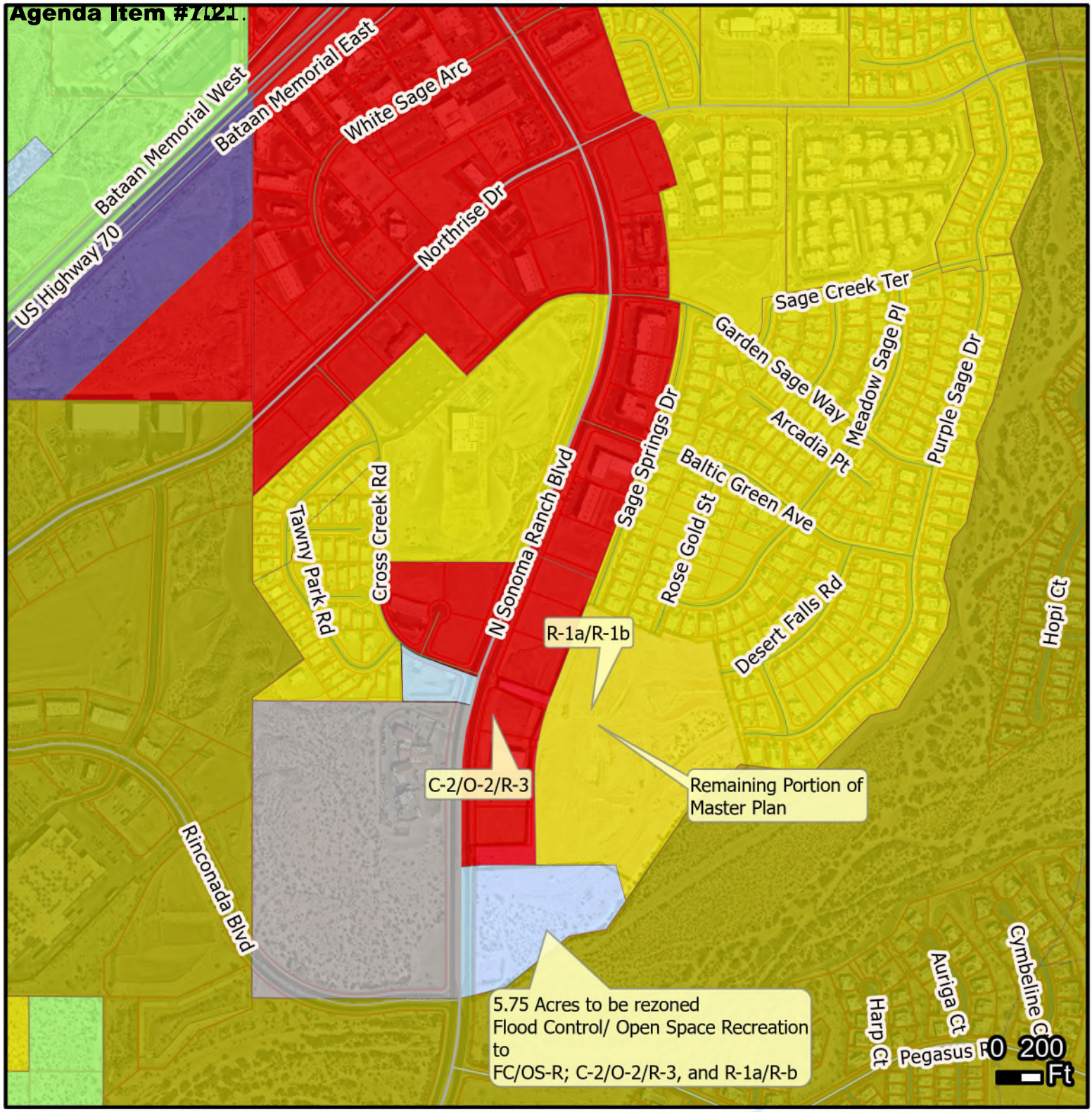
OPTIONS / ALTERNATIVES:
Master Plan Voting Options:

1. Vote "Yes"; this will approve the proposed master plan amendment known as Sonoma Ranch Master Plan Amendment #4 as recommended by staff.

2. Vote "No"; this will deny the proposed master plan amendment.
3. Vote to "Amend"; this could modify approval of the proposed master plan amendment by adding conditions as the Planning and Zoning Commission deems appropriate.
4. Vote to "Table"; this will postpone consideration of the proposed master plan amendment pursuant to further direction from the Commission.

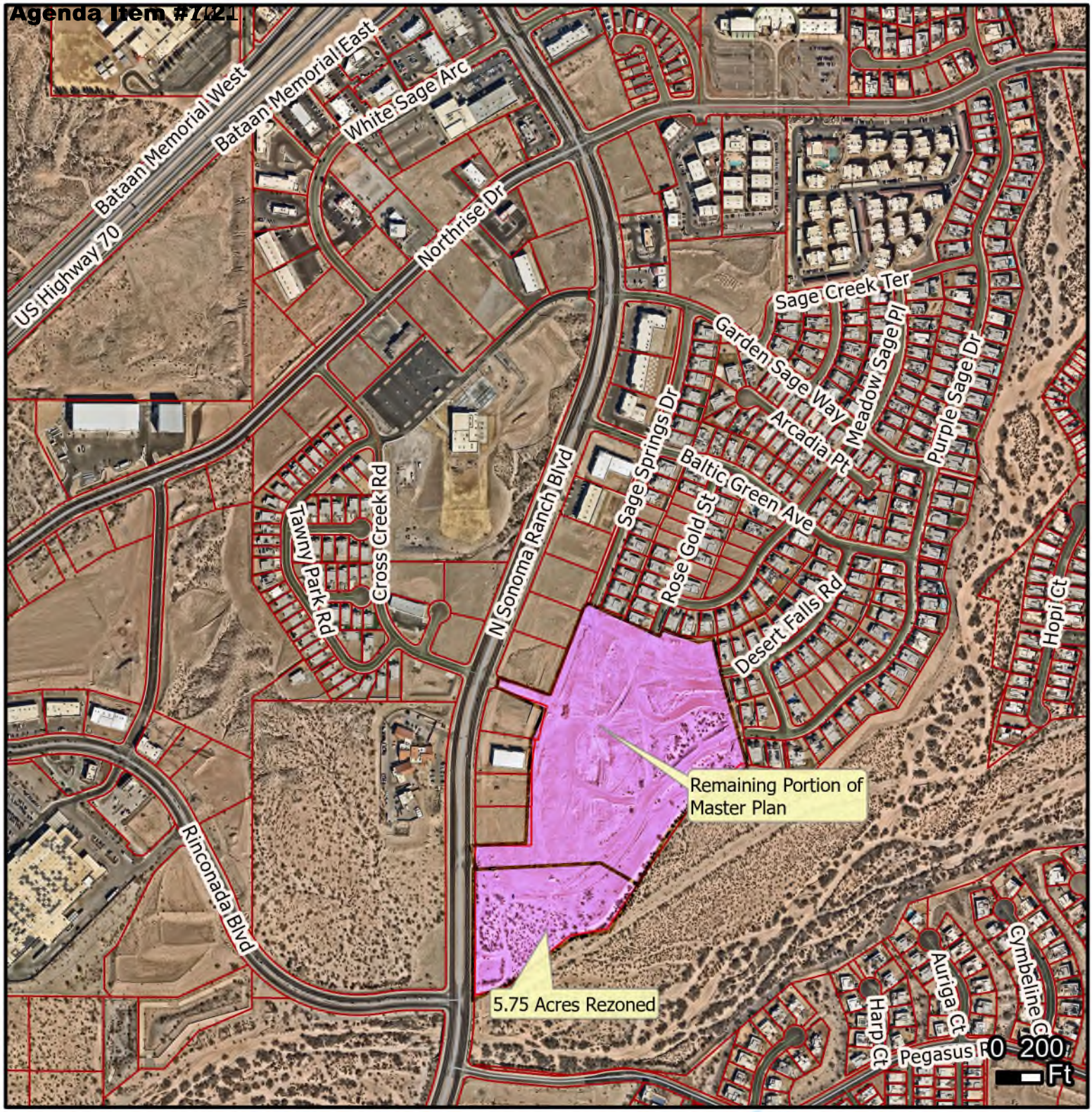
Zone Change Voting Options:

1. Vote "Yes"; this will recommend approval for the proposed zone changes that correspond with the master plan amendment known as Sonoma Ranch Master Plan Amendment #4 as recommended by staff.
2. Vote "No"; this will recommend denial for the proposed zone changes.
3. Vote to "Amend"; this could modify the recommendation of approval of the proposed zone changes by adding conditions as the Planning and Zoning Commission deems appropriate.
4. Vote to "Table"; this will postpone consideration of the proposed zone changes pursuant to further direction from the Commission.





ATTACHMENT "A"



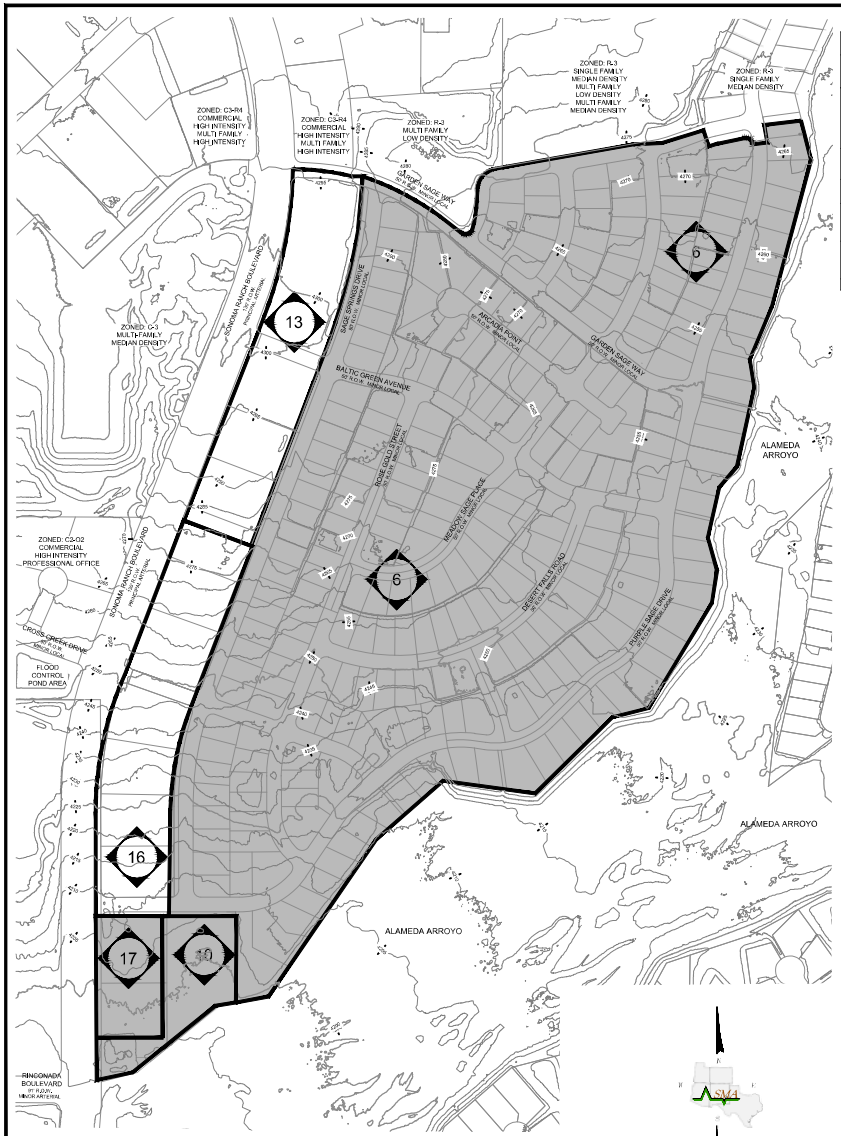


ATTACHMENT "B"

ATTACHMENT "C"

MAJOR AMENDMENT 4 SONOMA RANCH NORTH, MASTER PLAN

LOCATED IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 2 EAST
N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DOÑA ANA COUNTY, NEW MEXICO
FEBURARY 2025
106.01 AC. ±



MASTER PLAN
SCALE: 1" = 200'

SCALE: 1" = 200'

GENERAL LAND USE TABLE

PROPOSED PLANNING PARCEL PROPOSED MASTER PLAN DECEMBER 23, 2019	PROPOSED ACREAGE	EXISTING PLANNING PARCEL APPROVED MASTER PLAN JANUARY 2018	LAND USE CHANGE	PROPOSED LAND USE ZONING JUNE 26, 2024		EXISTING LAND USE ZONING FEBRUARY 04,2009		DENSITY PER ACRE (MIN. TO MAX.)	DWELLING UNITS PER PARCEL (MIN. TO MAX.)
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6	2.0	PORTION OF 16	YES	FLOOD CONTROL OPEN SPACE RECREATIONAL	OS/FC	FLOOD CONTROL/ PONDING AREA OPEN SPACE RECREATIONAL	R1a, FC	-	-
5	7.07	13	NO	COMMERCIAL HIGH INTENSITY PROFESSIONAL OFFICE	C3, O2	COMMERCIAL HIGH INTENSITY PROFESSIONAL OFFICE	R1a	-	-
4	10.53	16	NO	COMMERCIAL MEDIUM INTENSITY NEIGHBORHOOD OFFICE MULTI-FAMILY MEDIUM DENSITY	C2,O2,R3	COMMERCIAL LOW INTENSITY NEIGHBORHOOD OFFICE MULTI-FAMILY MEDIUM DENSITY	R1a	4 TO 20	30 TO 149
10	2.76	PORTION OF 16	YES	COMMERCIAL MEDIUM INTENSITY NEIGHBORHOOD OFFICE MULTI-FAMILY MEDIUM DENSITY	C2,O2,R3	FLOOD CONTROL/ PONDING AREA OPEN SPACE RECREATIONAL	FC/OS/R		
TOTAL:	106.01	-	-	-	-	-	-	-	790 TO 3,464

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7. FINAL ACCEPTANCE OF PARCEL 10 IS DEPENDENT ON FINAL DESIGN APPROVAL FROM PARKS AND RECREATION DEPARTMENT.



VICINITY MAP
NOT TO SCALE

THIS PLAT HAS BEEN APPROVED BY THE SUBDIVISION ADMINISTRATOR OF THE CITY OF LAS CRUCES, AND ALL THE REQUIREMENTS FOR APPROVAL IN THE ABOVE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY FOR APPROVAL OF THIS PLAT.

SUBDIVISION ADMINISTRATOR _____ DATE _____

Rev #	Date	Description	By	Ck'd
2	02/10/25	ISSUED FOR REVIEW #3	By	Ck'd

SOUDER, MILLER & ASSOCIATES
3500 Sedona Hills Parkway
Las Cruces, NM 88011
Phone (575) 647-0799 Toll Free (800) 647-0799
Engineering Environmental Surveying

SONOMA RANCH NORTH MASTER PLAN

SIERRA NORTE DEVELOPMENT INC. LAS CRUCES, NEW MEXICO

PHILLIP J. PORTER NEW MEXICO 23782 PROFESSIONAL ENGINEER
03-__-2025

THIS DRAWING IS INCOMPLETE AND NOT TO BE USED FOR CONSTRUCTION UNLESS SIGNED, STAMPED, SEALED AND DATED

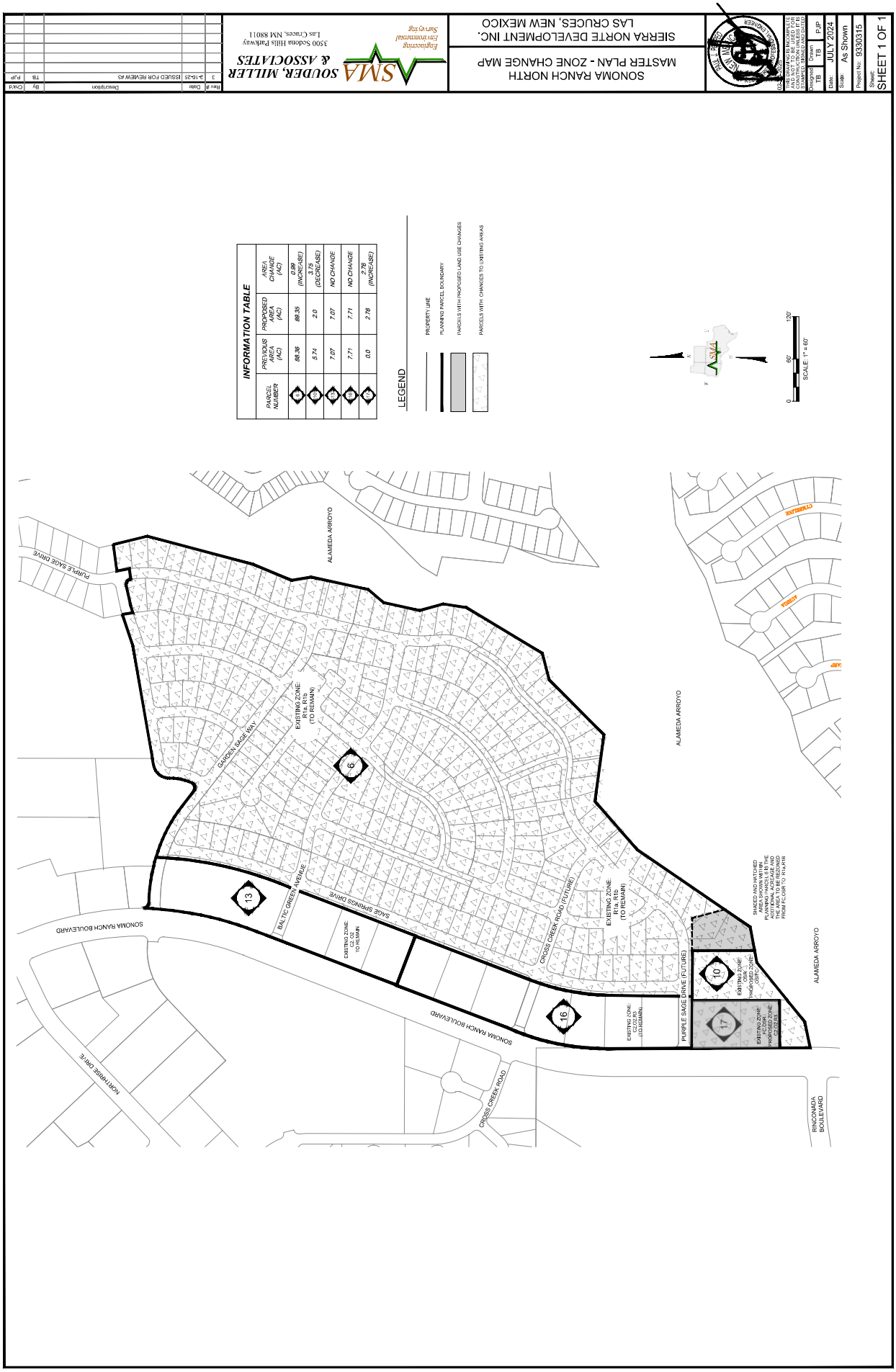
Designed	Drawn	Checked
TB	TB	PJP

Date: AUG 2024
Scale: As Shown
Project No: 9330315
Sheet: SHEET 1 OF 1

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P:\9-SNS Sonoma Ranch North Ph 6 (9330315)\CAD\Civil\Amendment No. 4 Preliminary Plat\SRN Phase 6 Master Plan.dwg, 4/1/2025 8:34:55 AM TWB

Agenda Item #10.1.



Elevate Las Cruces Comprehensive Plan:

Representative Land Uses for Suburban Place Types:

- Single-family residential (detached and attached)
- Multi-family residential
- Commercial services

Development Strategies:

- Locate uses that generate high traffic volumes along major thoroughfares.
- Allow commercial development nodes of varying scale depending on thoroughfare classification, level of street interconnectivity, and compatibility with the scale of surrounding land uses.
- Use arroyos and other open spaces to assist in transitions between developments of differing land uses and scale.

Smart Growth Principals:

- Mix land uses
- Take advantage of compact building design
- Create a range of housing opportunities and choices
- Create walkable neighborhoods
- Foster distinctive, attractive communities with a strong sense of place
- Preserve open space, farmland, natural beauty, and critical environmental areas

Goals and Actions:

- Goal CE-1: Balanced Growth: Encourage efficient land use development patterns that accommodate projected growth in a sustainable manner
    - Action CE-1.2.2: Work with property owners of potential redevelopment tracts to create master plans that generate pedestrian-friendly mixed-use (residential and non-residential) development sites and neighborhoods.
- Goal CE-4: Complete Neighborhoods: Develop mixed-use neighborhoods that incorporate a wide range of recreation.
    - Action CE-4.1.3: Encourage single-family attached and multi-family housing options in transitional areas between single-family detached housing and neighborhood centers, corner commercial sites, and civic spaces.

CITY OF LAS CRUCES

DEVELOPMENT REVIEW COMMITTEE (DRC)

Following are the minutes from the City of Las Cruces Development Review Committee Meeting held Wednesday, April 2, 2025, at 9:00 a.m. in Room 1158.

DRC PRESENT: Tony Trevino, Deputy Director, Public Works
Mike Kinney, Plan Review Engineer, Com. Dev.
Kyle Metzgar, MPO
Michael Danner, Fire Investigator LCFD
Domonique Rodriguez, Assistant Director, Utilities
Jorge Avitia, Associate Engineer, Com. Dev
David Sedillo, Director Public Works.
Sandra Tiede, Engineer, Utilities

STAFF PRESENT: Adam Ochoa, Senior Planner
Sara Gonzales, Sr. Urban Planner, Com. Dev.

OTHER PRESENT: Justin Comer
John Moscato, Sierra Norte Development
Paul Pompeo, Souder Miller

1. CALL TO ORDER (9:00 a.m.)

Ochoa: I'll go ahead and call this meeting of the April 2, 2025 DRC meeting to order. It is 9:01.

2. APPROVAL OF MINUTES -

2.1 March 19, 2025

Ochoa: First item we have is approval of the minutes of the March 19th DRC meeting. Do we have any changes? Seeing none. Can I have a motion to approve, please?

Metzgar: So motion.

Ochoa: Can I have a second?

Gonzales: Second.

Ochoa: All in favor signify by saying "aye."

MOTION PASSES UNANIMOUSLY.

Ochoa: All opposed. It's passed.

3. NEW BUSINESS

3.1 Case No. 24CS0500088: Sonoma Ranch North Master Plan Amendment No. 4

- A request for approval of a major amendment known as Sonoma Ranch North Master Plan No. 4.
- The proposed amendment modifies the master plan's planning parcel boundaries and uses for the remaining vacant acreage from the original 275 ± acre property which is located on the east side of Sonoma Ranch Boulevard, south of its intersection with Northrise Drive.
- Submitted by Souder Miller and Associates, representatives on behalf of the developer, Sierra Norte Development Inc.

Ochoa: Next item we have here is Case 24CS0500088. It is the Sonoma Ranch North Master Plan Amendment No. 4. Sara can you give us a rundown on that one please.

Gonzales: So before you is going to be a master plan amendment No. 4 for Sonoma Ranch North. Basically there are 25 acres that is remaining that is undeveloped within the original master plan that was designed and created in early 2000's out of 275 acres. Out of that 25 acres there is only a proposal to adjust the zoning for 5.75 acres. The 5.75 acres will be distributed from where it used to be flood control and open space, to now designated as an additional acre will be added to the single-family residential area which is known as parcel number 6 to be R-1a/R-1b. There is going to be maintenance or maintaining of two acres that will be open space and flood control which is going to be labeled as parcel 10. And then you have parcel 17 which is being created by this master plan amendment that is going to now be converted to C-2 which is our commercial low intensity, O-2 office, and then R-3 which is our multifamily density. The reasoning behind the master plan amendment is to essentially align with Sonoma Ranch currently; by putting the commercial or multifamily designation located along Sonoma Ranch you create those buffers that in turn will protect essentially that park area and then lead into the single-family residential. So that is the request before us.

Plans did go out for review. I do not see Parks here and so I will basically provide Parks did say as long as the developer works with them through the design then they are approving the plans. So that way that is noted and on the record. So the decrease in acreage was not a concern for Parks essentially for this area.

Ochoa: And I believe all planning and zoning issues were resolved.

Gonzales: Correct.

Ochoa: All righty. I'll go around the table. MPO.

Metzgar: MPO, no comments.

Ochoa: Thank you. Engineering, Public Works.

Trevino: No comments.

Ochoa: Thank you. Fire.

Danner: No, sir.

Ochoa: No comments from Fire. Thank you. Utilities.

Tiede: Water mainlines need to be tapped to the other zone. Hopefully, it will be at rest in the next review submittal for the PUD.

Gonzales: And by that I think you're referring to preliminary plat number 6 that had already come in. And so, yes, anytime that the next preliminary plat comes in or anytime the alternate summary process is utilized then Utilities will come in with that development.

Tiede: Yes. And no comments for this.

Ochoa: All right. Thank you so much. All righty, anything else folks?. Seeing nobody jumping out of their seat for this. I guess I'll entertain a motion to approve.

Kinney: I make a motion to approve with contingencies that were applying to the approval in Excella that we're expecting some revisions to be, reports ready to report and the variance application. With Mr. Moscato's and Mr. Pompeo and also with Public Works.

Ochoa: Okay, so I have a motion to approve with the conditions I guess with future changes to the drainage report and variance, engineering variance.

Kinney: And approval of the variance application.

Ochoa: Thank you very much. Yes.

Pompeo: Question, Adam. Understanding there were comments and conditions placed by Mr. Kinney for this dealing with the drainage report and the variance application. I want to confirm with you though if those submittals

take place and that those two documents receive approval from Mike and Public Works, that when it goes to Planning and Zoning Commission we will be, it won't have to be conditioned.

Ochoa: In other words not having an actual condition to go to P&Z.

Pompeo: If the condition is - sometimes Planning and Zoning Commission has, wants to make sure that things aren't conditioned because that's been topics in the past. My goal is to get to Planning and Zoning with the conditions being removed so if I meet those requirements I want to - my question is can it be shown to the Planning and Zoning Commission as there are no outstanding comments, so it's not conditioned.

Ochoa: Yes, we can definitely do that. If that gets resolved prior to the Planning and Zoning Commission those conditions can essentially be resolved at the P&Z that way they could just let them know that there were conditions on there that were met and no longer conditions on the actual plat or the zone changes themselves as well.

Pompeo: Okay. Because that is our intent. I wanted it resolved before we get there, because I don't want to talk about conditions at the meeting.

Ochoa: Understood. Understood.

Kinney: Mr. Chair. That's preferable.

Ochoa: Very good. Okay. So we have a motion to approve with those conditions. Can I have a second please?

Trevino: Second.

Ochoa: Thank you. All in favor signify by saying "aye."

MOTION PASSES UNANIMOUSLY.

Staff Recommendation and Findings

Staff recommends **APPROVAL** for the proposed master plan amendment and zone changes based on the following findings:

1. The proposed Master Plan Amendments and Rezoning are consistent with submittal requirements outlined in Section 38-2 of the 2001 Zoning Code and Article II of the Subdivision Code.
2. Based upon staff's analysis, the proposal meets the intent of the Comprehensive Plan; meets the purpose and intent outlined in Section 38-2 of the 2001 Zoning Code, as amended; and fulfills the purpose of the Las Cruces Municipal Code Section 2-382.
3. The proposed Master Plan Amendment and Rezoning is harmonious with and not out of character with the uses and existing zoning districts of the surrounding area and provides a mix of uses and residential options consistent with City policy.

Kaiser: Yes, based on the staff recommendation and consistency with Elevate Las Cruces.

Faivre: And the chair had a conflict. Thank you.

Kaiser: All right. If we can get our chair returned to the dais. Paging Chair Thurston.

7.2 Case 24CS0500088 and 24ZO0500089: A request for final approval to amend the Sonoma Ranch Master Plan, Known as Sonoma Ranch Master Plan Amendment #4, and provide a recommendation for the corresponding zone changes. The property is located on the east side of Sonoma Ranch Boulevard and south of its intersection with Northrise Drive. Submitted by Souder Miller and Associates on behalf of Sierra Norte Development Inc., property owner.

Kaiser: Welcome back. We'll turn it back over to you.

Thurston: Thank you. All right, so now we, if I understand this right now we need a motion to hear 7.2. Can we get a motion to hear?

Murray: I make a motion to hear 7.2.

Kaiser: Second.

Smith: I second.

Gonzales: So, the proposal before you is for Sonoma Ranch North Master Plan Amendment #4 and the corresponding zone changes. Currently, the property is located on the east side of Sonoma Ranch Boulevard, south of Northrise Drive. The total master plan when it was approved in 1997 encompassed 275 acres. What's remaining is 106 acres that is essentially as part of the master plan, but it's not being modified. And so there's 25 acres that's undeveloped. Five and a half acres or so, 5.75 acres is what's being requested to be master planned and rezoned, which is currently zoned flood control and open space recreation.

This is currently the vacant portion that is about 25 acres or so plus or minus as far as acreage. The rest of the master plan would consume all of the single-family residential, the commercial office, multifamily, that is located along Sonoma Ranch. And so essentially, these parcels here are not affected by the requested master plan amendment or zone change. The only portion that we are here to discuss would be the smaller portion located at the very bottom of the master plan of these 25 acres. This area right here is our flood control and open space. It's 5.75 acres that is still vacant and undeveloped across from essentially the state police office if you've driven down Sonoma Ranch.

So the master plan amendment is to modify the planning parcels six and 10. Essentially, 10 was the original planning parcel that encompassed the 5.75 acres. That is going to be modified, and then they're also creating planning parcel 17. What they're doing is basically modifying some of the land uses within those designated acreage. It's an increase in residential uses, reducing flood control because flood control is actually being used through the arroyos that are currently there by the natural flow, maintaining the open space and recreation, and then creating office, commercial, and multifamily zoning along Sonoma Ranch Boulevard.

So essentially the zone change that goes with a master plan, because you have to do both processes together, you'll see that zone change for parcel six, the 0.99 acres is being added to the R-1a and R-1b zoning designation. Then you have parcel 10 which is remaining, that will stay the two acres of flood control and open space. Then parcel 17 is created with 2.76 acres that can be either used for C-2 which is our commercial medium intensity, O-2 which is office professional, limited retail, or R-3 which is our multi-dwelling medium density.

This will give you a better idea of what the map is changing from and what the existing zonings are and what was being proposed. So this is the modified area at the bottom of the actual zoning map. And you can see in blue that it's flood control and open space. North of that has been rezoned in a previous master plan that was done in 2018 where it shows commercial, office, and multifamily. These are all zoned single-family residential. This area is not being modified. So what you can see is the one acre is being added to the R-1a and R-1b to increase the residential district. Flood control and open space is going to maintain the two acres so that way we see the park coming in for development. And then this portion right here is the commercial, office, and residential multifamily.

When staff did their analysis, what we look at is there's always going to be goals and actions that will follow through, but there's also some of the development strategies that we're looking at whenever you propose something. When you're looking at a suburban neighborhood type, it is saying to intermix basically your residential, your commercials, have nodes that are going to actually impact the neighborhood. Along all of these areas you can see where those commercial services have become very useful to the neighborhood because it took a lot of residents to get those developments to actually take place. Now you can see a lot of those commercials, as you were stating earlier, there's some of them that actually do have walkable spaces from the roads behind the commercial buildings. So people have pedestrian activity. They're not relying on vehicles. They can go to random services. Not everything has become necessarily drive-through restaurants or something else. You have Edward Jones, you have different office services provided now. So when we looked at this by allowing the commercial to go along that frontage on Sonoma Ranch, you're also creating a buffer. You're putting the higher traffic along the higher

roadways, which is your major arterials, that buffer is now providing you know leeway to the park so they're not directly on Sonoma Ranch, that could create an impact as far as traffic moving through. And then you're creating the next buffer that goes over into a residential. So you create a transition.

We did take this to the DRC on April 2nd. They do review master plans; however, they are not a reviewer of zone changes as they move forward. So when DRC looks at master plans they're looking for infrastructures, access, any of the improvements that would be required for a commercial development or a residential development coming forward. There was very little discussion as far as any impacts that would be negatively impacting the neighborhood based on the proposed zone change and modification of the master plan. So with that, DRC did recommend approval. Once again zone changes do not require recommendation by DRC. We did send out notice as part of the subdivision code because that is what the master plan does follow, to the 500 feet within the surrounding neighborhood. We did receive; I did receive one call yesterday. Some of the concern was more that are people allowed to park on the streets next to the commercial development or behind the commercial development. The way the roadway network has been created is those are local streets, so it does provide additional access in order to basically access those commercial developments. So if you don't want to be along Sonoma, you would have an easier access point. With that, staff's findings are that the master plan and the rezoning do match and are consistent with the sections outlined in 38-2 in the 2001 Zoning Code. It also does meet the intent that Elevate has provided showing that you do have a mix and a variety of land uses going throughout the development in a suburban neighborhood. It is harmonious with the character areas. It is not out of context with what is currently there and existing and being developed. So with that, your options are to vote "yes" and approve, vote "no" to deny, vote to amend, or vote to table. I stand for any questions. And the applicant's representative is here as well.

Thurston: Thank you. I'm going to open it up to questions by the commissioners. Do you guys have any questions?

Smith: I just have one question. Of that 5.75 acres to be rezoned, do you have any idea how much of that is going to be open space and recreation?

Gonzales: Mr. Chair and Commissioner Smith. That's going to be two acres that are going to remain. Because a lot of it was designated for the flood control, not necessarily the open space recreation. The flood control is now being handled through those arroyos that are along the property boundary, and so this will be for that park area. There's usually some kind of flood zone or flood components that are always associated with parks, but that'll be generally where the park and open space are maintained.

Smith: Thank you.

Thurston: Kaiser.

Kaiser: I have a couple, Chair. Kind of following along on what Commissioner Smith just asked. Can you explain when this was originally master planned out in 1997, what was the plan for the open space recreation? What was the rationale for that five and change acre parcel?

Gonzales: Mr. Chair, Commissioner Kaiser. I do not know what the rationale was to have that five acres. I don't necessarily know that it was approved as five acres in 1997. There were a lot of modifications. The primary modifications took place in 2018, so a lot of the parcels were rezoned. When we took it in 2018, 22 parcels were modified and we ended up creating more, and that's when that five acre parcel was essentially more established as to what it could actually be developed as. From the original master plan I would not answer that of knowing what those things were. But when we changed in 2018 a lot of those modifications took place.

Kaiser: Okay. Fair enough. So in 2018, what was the plan?

Gonzales: That was a designated open space at the time in 2018. It was open space and flood control because a lot of the water was moving to that area. As we've noticed and going through that, the applicant can also explain how the arroyo has affected where the drainage is no longer necessary for that parcel, and that's why it's being reduced. If it was to be maintained, a lot of it was going to be probably a giant pond that was going to maintain any of the water coming off sites, but because that's no longer in use, this is going to become essentially the park area. We list them as flood control because there's always flood control components whenever you're building those parks.

Kaiser: Okay. But the open space element of it, it was open space, flood control, and I think you said recreation, so were they planning to build a park? What was?

Gonzales: Mr. Chair and Commissioner Kaiser. Yes. It's always going to, that essentially was always going to be the designated park area for the master plan itself. In that park area though there was an increased acreage to accommodate flood control. Now that that's not needed, the park is remaining. The park is not changing. That's going to be essentially the park for the neighborhood that was originally planned.

Kaiser: Okay, so the, so in 2018 a five acre parcel was identified for flood control and a park. and now we're saying the flood control is apparently no longer necessary, even though we have a lot more impervious surface out there, and so therefore we're reducing the park component by X percent. I'm trying to figure out how did we decide that we're, the park isn't changing, we're just stripping out the flood control. How do we distinguish between those two?

Gonzales: Mr. Chair and Commissioner Kaiser. I'll go ahead and have the applicant's representative explain, one, how the water is being separated. If flood control is being separated from the process, why that's available now. As far as the park remaining, the two acres would always be the park that was already established that would still remain as the park. The flood control and park, the way that it's zoned and designated is always to show that we have that component to go associated with the park whenever we build the ponds that are going to suffice the park. And so we don't just label them as open space because they're going to have some type of drainage component with them. But it'll still be within those two acres that the park is developed. We're not stripping away the two acres of the park that was originally planned.

Kaiser: So the flood control was always specifically for the park.

Gonzales: The flood control was always specifically for five acres and a portion for that park, yes. Now we're just reducing the amount that's needed for flood control.

Kaiser: Okay. I'd like to hear from the applicant to better understand how we no longer need flood control when we did in 2018.

Pompeo: Good evening, Commissioners. Paul Pompeo with Souder Miller Associates on behalf of the applicant.

Thurston: I've got to swear you in here. Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Pompeo: Yes, I do.

Thurston: Thank you.

Pompeo: Thank you, Mr. Chairman, Commissioners. Basically, this rezoning to remove the flood control component comes from a variance request that the developer has submitted to the City of Las Cruces, whereas we are going to store the runoff from this development, all of Sonoma Ranch North, will be contained behind the Las Cruces flood control dam. So as such, we do not need that volumetric storage within the development, and thereby it's been removed. After that theory was put forward to the City, we had numerous discussions with Parks and Recreation. What Parks and Recreation wanted was a two-acre developed park. They were not interested in any other property outside of that. So that's what reduced it down toward that two-acre threshold.

Kaiser: Thank you.

Thurston: Anybody have any more questions?

Kaiser: I have a couple more.

Thurston: Keep going.

Kaiser: This is back to staff. How many units, residential units, are planned for the extra little piece that's going to be rezoned to residential?

Pompeo: Mr. Chairman. I can answer that question.

Kaiser: Go ahead.

Pompeo: Okay, so due to the lot configuration along this edge of the arroyo and the property lines, we're getting two additional residential lots by the rezoning of this area right here being rezoned from open space recreation with flood control to R-1a and R-1b.

Kaiser: Okay. Thank you. I think those are all my questions.

Thurston: I had a couple of questions here. In the, is this a DRC report? It says that basically Parks and Rec was not there at the time. And so it says, "I do not see Parks here. And so I will basically provide Parks did say as long as the developer works with them through the design then they're approving the plans." So from the applicant's testimony there, he says we only have to provide a two acre park. Is that correct?

Gonzales: Mr. Chair and Commission. That is correct.

Thurston: Okay, and then is, so the flood control, open space recreational, there's enough two acre park there?

Gonzales: Mr. Chair, Commission. That's correct, yes.

Thurston: And none of that has to be used for a pond or anything such as that?

Gonzales: Mr. Chair. That is also correct. Because all of that is going through the actual dam.

Thurston: Okay. I just know in the past there's, ponds and, parks and ponds don't like to mingle together for some reason, and so I just wanted to clarify that on there. Is this going to be going under the Realize, is this under the Realize, or is this under the old code?

Gonzales: Mr. Chair. This is currently under our old code because as everyone knows right now we're unable to use our new code. And so based on the development that's why you see the zoning designations that are placed before you, being from the 2001 Zoning Code.

Thurston: Okay. And my only other one was the open space, but I think you answered all the questions. I don't have anything else. Anything else for the commissioners? All right, we will now, let me see, I got to find my notes here. There it is. Do we have any public comments? Is there anyone in the public who'd wish to make any comments at this point? Okay, seeing none, we will move on to, I guess, a motion. Is it, hold on, oh, just a vote. Sorry, a vote.

Gonzales: Mr. Chair. May I interject? We do need to take two votes, just so there is an understanding that we have two cases that are being presented. P&Z is the final action on the master plan, and then P&Z is a recommending body to City Council. And so I would appreciate the votes to be separated out, so that way they are very clear moving forward to City Council.

Thurston: Okay, so this, we only have on here is the 7.2, so how do you want me to break that out?

Gonzales: Mr. Chair. I would just recommend approval, or recommend approval of the master plan first, and then go through the recommending approval of the zone change presented.

Je. Acosta: Mr. Chair. I make a motion to approve the master plan as presented.

Thurston: Do we have a second?

Kaiser: Can I get a point of clarification? So the master plan would be the new lots? That's what the master plan would be?

Gonzales: Mr. Chair. That is correct. That is saying that the boundaries are being modified to reflect those areas as far as being residential, commercial, and open space.

Thurston: Okay, but does the motion have to have the case number on it, then? Because you got two case numbers on the bottom. Okay. All right, so we need a second for the motion of a, oh no.

Murray: I have a question for staff real quick. Which case number is associated with which item, Sara?

Gonzales: Mr. Chair and Commission. Case numbers that begin with CS is going to be your master plan. The case referring after that has ZO is going to be for zoning ordinances.

Murray: Thank you.

Faivre: Okay, so this is on the vote for the master plan, case number 24CS0500088. Commissioner Smith.

Smith: Yes.

Faivre: Commissioner Murray.

Murray: Yes.

Faivre: Commissioner Acosta.

Je. Acosta: Yes.

Faivre: Commissioner Kaiser.

Kaiser: No.

Faivre: And Chair.

Thurston: Yes.

Faivre: Thank you. And this one will be on the vote for the zone change, case number 24ZO0500089. Commissioner Smith.

Smith: Yes.

Faivre: Commissioner Murray.

Murray: Yes.

Faivre: Commissioner Acosta.

Je. Acosta: Yes.

Faivre: Commissioner Kaiser.

Kaiser: No.

Faivre: And Chair.

Thurston: Yes.

Faivre: Thank you.

8. DISCUSSION

Thurston: Okay, now we're moving on to discussion items. Is there any, you got a hand in the audience, no? Do we have any other discussion items for commissioners?