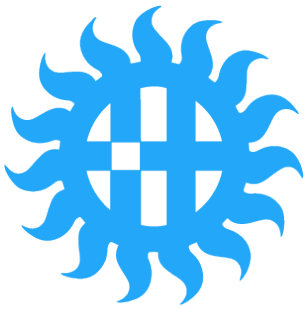
CITY COUNCIL
AGENDA

Tuesday, January 20, 2026 at 1:00 PM
Council Chambers

Mayor
Eric Enriquez

Mayor Pro Tem
John Munoz

Councilors
Cassie McClure
William Mattiace
Michael Harris
Johana Bencomo
Becky Corran



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CONSENT AGENDA

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

Page

1. OPENING CEREMONIES

1.1. Pledge of Allegiance - Mayor Enriquez.

1.2. Presentation of Certificates of Appreciation/Proclamations - Mayor Enriquez.

1.3. Jobs of the Week.

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 January 20, 2026 Closed Meeting Statement into the record.

5. ACCEPTANCE OF AGENDA

6. CITY COUNCIL MINUTES

6.1. Regular City Council Meeting of December 15, 2025. 5 - 32
City Council - Dec 15 2025 - Minutes - Pdf

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

7.1.	RESOLUTION NO. 26-088: A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR AFTERMARKET VEHICLE PARTS AND SUPPLIES WITH A5 AUTO SUPPLY, INC. DBA NAPA OF SILVER CITY, NEW MEXICO, VIA SOURCEWELL CONTRACT NO. 100124 FOR A POSSIBLE TERM THROUGH JANUARY 10, 2032, IN AN AMOUNT NOT TO EXCEED $275,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-048). Resolution No. 26-088 - Pdf	33 - 75
7.2.	RESOLUTION NO. 26-089: A RESOLUTION TO ENTER INTO AN EXISTING CONTRACT PURCHASE AGREEMENT FOR MEDICAL SUPPLIES FOR EMERGENCY MANAGEMENT SERVICES WITH BOUND TREE MEDICAL, LLC OF DUBLIN, OHIO IN AN ANNUAL NOT-TO-EXCEED TOTAL OF $300,000, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-069). Resolution No. 26-089 - Pdf	76 - 97
7.3.	RESOLUTION NO. 26-090: A RESOLUTION TO AWARD PROFESSIONAL SERVICE AGREEMENTS FOR ARCHITECTURAL & ENGINEERING SERVICES ON AN AS-NEEDED BASIS TO AKS ARCHITECTURE, P.C.; ARCHIPELI, PLLC; ARCHIS ARCHITECTS; ARIA STUDIO CONSULTANTS; ASA ARCHITECTS, P.C.; COUNTRYMAN & CO. ARCHITECTURE; DEKKER, LTD; DWL ARCHITECTS & PLANNERS, INC.; HARTMAN + MAJEWSKI DESIGN GROUP; HUITT-ZOLLARS, INC.; IN*SITU ARCHITECTURE; MODULUS ARCHITECTS & LAND USE PLANNING; MOLZEN-CORBIN & ASSOCIATES, PA; NINE DEGREES ARCHITECTURE + DESIGN, INC.; NV5 CONSULTANTS, INC.; PARKHILL, SMITH & COOPER, INC.; STANTEC ARCHITECTURE, INC.; STUBBS ENGINEERING, INC.; STUDIO SOUTHWEST ARCHITECTS; VIGIL & ASSOCIATES ARCHITECTURAL GROUP; AND WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS, IN AN ANNUAL NOT-TO-EXCEED AMOUNT OF $999,999, PLUS APPLICABLE TAXES, PER VENDOR, FOR A PERIOD OF FIVE (5) YEARS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-004). Resolution No. 26-090 - Pdf	98 - 1048
7.4.	RESOLUTION NO. 26-091: A RESOLUTION TO ENTER INTO AN EXISTING CONTRACT PURCHASE AGREEMENT FOR CUSTODIAL AND JANITORIAL EQUIPMENT AND SUPPLIES WITH SPECTRUM PAPER CO., INC. OF EL PASO, TEXAS IN AN ANNUAL NOT-TO-EXCEED TOTAL OF $400,000, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-068). Resolution No. 26-091 - Pdf	1049 - 1064
7.5.	RESOLUTION NO. 26-092: A RESOLUTION AUTHORIZING AN ANNUAL NOT-TO-EXCEED TOTAL OF $300,000 FOR PUBLIC	1065 - 1098

SAFETY MEDICAL SUPPLIES, EQUIPMENT, AND MONITORS WITH LIFE-ASSIST, INC. OF RANCHO CORDOVA, CALIFORNIA, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-070).

Resolution No. 26-092 - Pdf

7.6. RESOLUTION NO. 26-093: A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT FOR PORTABLE TOILET RENTAL AND SERVICES WITH FUSIONSITE TEXAS, LLC D/B/A POTTY TIME 2 OF NASHVILLE, TENNESSEE, TO AN AMOUNT NOT TO EXCEED $165,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-096). 1099 - 1103

Resolution No. 26-093 - Pdf

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

8.1. **PUBLIC HEARING REQUIRED**. RESOLUTION NO. 26-094: A RESOLUTION APPROVING THE REQUEST FOR A CRAFT DISTILLER THIRD LOCATION LIQUOR LICENSE, NO. BLA-0000013785, WITH ON PREMISES CONSUMPTION AND PACKAGE SALES TO ICEBOX BREWING, LC, D/B/A FARMESILLA LOCATED AT 1840 AVENIDA DE MESILLA, LAS CRUCES, NM. 88005. 1104 - 1130

Resolution No. 26-094 - Pdf

8.2. RESOLUTION NO. 26-095: A RESOLUTION TO ACCEPT THE CITY OF LAS CRUCES ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2025. 1131 - 1463

Resolution No. 26-095 - Pdf

8.3. RESOLUTION NO. 26-096: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FISCAL YEAR (FY) 2025-26 BUDGET. 1464 - 1508

Resolution No. 26-096 - Pdf

8.4. RESOLUTION NO. 26-097: A RESOLUTION AMENDING THE FY2026 - 2031 CAPITAL IMPROVEMENTS PROGRAM. 1509 - 1540

Resolution No. 26-097 - Pdf

8.5. RESOLUTION NO. 26-098: A RESOLUTION APPROVING A PRECOMMITMENT OF CITY FUNDING FOR A FEDERAL LOW-INCOME HOUSING TAX CREDIT MULTI-FAMILY DEVELOPMENT SUBJECT TO AWARD TO SAID TAX CREDITS BY HOUSING NM. 1541 - 1544

Resolution No. 26-098 - 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. 26-014; ORDINANCE NO. 3106: AN ORDINANCE 1545 -

AMENDING CHAPTER 23, SECTION 23-36. POLICE SERVICE AIDES OF THE LAS CRUCES MUNICIPAL CODE. 1552

Ordinance No. 3106 - Pdf

10.2. COUNCIL BILL NO. 26-015; ORDINANCE NO. 3107: AN ORDINANCE TERMINATING THE PROJECT PARTICIPATION AGREEMENT (PPA) WITH 828 PRODUCTIONS, LLC, RELIEVING THE CITY OF AN OBLIGATION IN THE AMOUNT OF APPROXIMATELY $1,858,015.22, CONDITIONALLY AUTHORIZING THE FULL TERMINATION OF THE PPA AND ORDINANCES 3028, 3054, AND 3067, AUTHORIZING CLAWBACKS OF FUNDING EXPENDED UNDER THE PPA, AND AUTHORIZING REPAYMENT TO THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT. 1553 - 1908

Ordinance No. 3107 - Pdf

11. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

12. CITY MANAGER REPORT

13. ADJOURNMENT

MINUTES
City Council
Monday, December 15, 2025 @ 1:00 PM
City Council Chambers, City Hall

PRESENT: Mayor Eric Enriquez, City Councilor - District 1 Cassie McClure, City Councilor - District 2 William Mattiace, Councilor Becki Graham, City Councilor - District 4 Johana Bencomo, City Councilor - District 5 Becky Corran, and Councilor Yvonne Flores

ABSENT:

1. OPENING CEREMONIES

1.1 PLEDGE OF ALLEGIANCE - COUNCILOR CORRAN.

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

None.

1.3 RECOGNITION OF OUTGOING CITY COUNCIL MEMBERS.

Mayor Enriquez recognized Councilor Yvonne Flores for her term on city council.

Mayor Enriquez recognized Councilor Becki Graham for her term on city council.

1.4 JOBS OF THE WEEK.

Sarah Raney, Americas Job Centers of New Mexico presented Jobs of the Week.

1.5 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 Mattiace said I will have to recuse myself, I believe it is item 7.5, my daughter is employed, Dr. Lauren Mattiace with the Amador Clinics.

3. PUBLIC PARTICIPATION

3.1

Lynn Moorer, Member of the Public said in the spirit of doing our civic duty and helping protect public health we citizens have raised issues about the city's compliance with the Lead and Copper Rule, pointed out deficiencies, always citing EPA guidance or other authority and ask questions. Only one deficiency has been properly corrected that we know of. The inventory map now uses the appropriate symbol when at least one service line is unknown. However no other deficiency or issue has been properly addressed that we are aware of and none of our questions have been answered. Nor has the Utilities Director explained how she thinks we are mistaken on any point. We have asked that answers to our questions be posted on the City's website. However, not one has been answered either on the website or by any other method. Las Cruces Utilities says it only looks in the meter box to determine the type of piping and uses no other techniques to investigate. By contrast EPA recognizes that some piping may be lead lined, lining which is not evident by just looking at the exterior of the pipe in the meter box. For example, EPA requires that a lead lined galvanized service line be defined as a lead service line which must be replaced, see Handout 1. How can the city comply with this requirement if it doesn't use any technique capable of determining whether the piping has lining and if so, what it is made of. The six licensed plumbers I have consulted say that there could be lead lined piping that the city is overlooking in its inspection because the only technique they are using is looking at the outside of the piping. It appears that the city's exclusive use of this inadequate pipe inspection technique is itself noncompliant with the rule and it appears that it is leaving the city to noncompliance with other aspects of EPA's requirements. These noncompliance's could mean that lead that is unsafe at any level is being left to lurk throughout the city's piping and to harm the health of all of us especially our children, our unborn children and our seniors. This is unacceptable. Utilities staffers troubling pattern to failing to get the numbers right that I outlined for you on October 6th and on December 1st, then failing to acknowledge their mistakes honestly appears to follow the City Manager's example. His use of numerous euphemisms at the last meeting when explaining the City's failure to get the General Fund numbers right came across as rather mendacious. "We had an overstatement in numbers." "There was a misalignment that affected our budget reserve." We are not expecting anyone to wear a hairshirt in penance, but we deserve straight forward honesty that mistakes were made and to hear specifically how they will be corrected. Evasive statements like the City Managers do not denote honesty. Nor do they engender trust.

Liz Rodriguez-Johnson, Member of the Public said we citizens have asked numerous questions of the city regarding our water piping city wide and how the city is implementing the Lead and Copper Rule. We have asked that answers to our questions be posted on the city's Lead and Copper website. That hasn't happened. As I mentioned at a previous meeting EPA does in fact expect water systems to engage meaningfully with the public and provide information about all aspects of their activities, particularly with respect to the rule. I have more questions today that Las

Cruces Utilities has a responsibility to answer. To help the Utilities Department get going we have prepared a list of questions we posed previously that need to be answered. Handout A also includes the new ones outlined today. We have also included on this list the five request that we have made over the past year that are likely to improve the Utilities Department's customer service and its compliance with the rule. We again request that the department step up to its responsibilities and provide factual complete answers to each of these questions and post them on the website. If the department doesn't know an answer to a question it should just say so or research to find the answer. How far back do city records go in documenting the material used for water lines, both city owned water pipes and customer owned pipes? To what extent are Las Cruces Utilities' records for water pipes throughout the city digitized? Roughly what percentage of Las Cruces Utilities water pipes records provide no information or unclear information regarding pipe material including connectors? Roughly what percentage of Las Cruces Utilities water pipe records provide no information or unclear information regarding installation date? Roughly how much will replacement of a service line that is lead or galvanized piping at a single family residence cost? What is a reasonable price range? When and how often does Las Cruces Utilities sample drinking water and properties to check for lead and/or copper? Where are these results published? What happens if the action level of ten parts per billion for lead or thirteen hundred parts per billion for copper is exceeded for any sample? Who gets notified and how soon? What actions are taken in response?

Dolores Lucero, Member of the Public said as the calendar year is wrapping up I wanted to come and thank Councilor Graham and Councilor Flores for your service to the city of Las Cruces. As one who knows how difficult it is first of all, to put your name on a ballot and then fill your term at this dais it is not at all what it looks like from this side of the room. It takes a lot out of you in and disrupts whatever your normal life is. So, I thank you from me to you as I know how you will feel come January. I was not always the most supportive of all of your projects, but I can honestly say that 9 out of 10 were satisfactory to me of your decisions but I think putting differences aside today I should publicly thank you. On a second note, I would to give praise and support to Chief Story for the outstanding job he and his department are doing to work through the processes and lack of process that has affected our city. I know that there was a disagreement about the presentation that was made by the Chief at the Farm and Ranch and what I saw was a leader wanting the best for the majority and safety of everyone. All of the council was invited, and I heard the Mayor himself give full support of the presentation. Let me ask, have you ever thought of what it must be like to walk into contentious situations several times a week where there are victims of domestic violence, vandalism, rape, stabbing, and who knows what else? I know that these officers arrive at these scenes have to take it home with them and live it in their own lives as if it was happening to them. Just last week I was able to visit with a victim after being stabbed almost to death while minding his own business and now is afraid to be out at all but he told me of the officers who arrived and have cared about him rendering aid and still continued to reach out every day. Remember every incident there will be always family and friends that will be included in their situation. On a third note, as this budget is now six months old and is just now the City Manager announces a "math error" to the tune of millions without a word to the public before hand until the media reported the situation is not acceptable Mr. Manager. Although

you have capable staff you are the one who is responsible to know what is happening all around and your obligation to be transparent to the public. The buck literally stops with you. Today I ask the city of Las Cruces residents to join me in a vote of no confidence in your ability to safely and physically lead our city into the future.

Juan Garcia, Member of the Public said first of all I would like to thank Councilor Graham and Flores for their service to our community and I wish them the best in their whatever comes next. At the last council meeting the MPT, Mayor Pro Tem was clearly irritated that Chief Story, dared to “share his priorities” with the community. So, borrowing her own words, let’s hash this out in the open. Since that is what we should do. I appreciate the Chief’s willingness to show up. Whether it is this morning’s presentation to the Legislative Taskforce or his regular appearances at CCIA meetings and other public forums. He is just not visible, he is transparent. Giving the community straight answers about the crime problems we are up against. Now it is up to the legislators who have failed in the past to actually respond. Recent headlines in the local news, “Las Cruces sees drop in juvenile arrests rising violent crime severity, however he, DA Macias noted that the legal process is more complex due to the offenders ages requiring a Judge’s determination that are not amendable to juvenile treatment”. Does this really make sense? The reality is that our political and judicial system along with the breakup of the traditional family has failed the community. The real divide isn’t between the council and LCPD, it is between the council, the community and the victims. The victims that are frustrated by the lack of pursuit of real deterrence and consequences. I am glad the issue of juvenile crime and repeat offenders is now considered in the city’s legislative priorities and I continue. Given that this is a public matter, we should discuss. Albuquerque Journal editorial takes issue with trial lawyers lobbying group. “The ABJ editorial raised concerns about a trial lawyers lobbying organization to clarify, there aren’t any allegations of wrongdoing. Still similar articles should call attention to the fact that a current councilor and Mayor Pro Tem Johana Bencomo is serving as the Executive Director of NMSOP”. The piece states, “this being the group that is funded primarily by plaintiff attorneys speaks forcefully against reforming the states medical malpractice laws”. It is not good optics. The distinction between a public official and the head of a lobbying group actively resisting malpractice reform which is a major crisis in New Mexico is extremely gory and frankly concerning. The Mayor Pro Tem should consider resigning from her position as a councilor.

Leticia Sanchez-Freeman, Member of the Public said I like many other citizens of this community were very concerned with comments made by Mayor Pro Tem and Councilor Bencomo at the end of last week’s city council meeting. Councilor Bencomo you stated “it felt really concerning that Chief Story had a meeting with citizens groups specifically about his own legislative priorities” and “there appears to be a rift between council and LCPD”, but yet you also go on to say “we need to have these public conversations”. So, what you are saying is that it is okay to have these public conversations in City Council Chambers, but it is not okay for the Chief to speak to a group of concerned business owners and citizens? Last year the Neighborhood Watch Captains Group asked him, the Chief, to address us before Special Legislative Session that occurred in July. He educated us so that we in turn could write or call our legislative representatives and demand change. Obviously, based on your rationale Councilor Bencomo you would seem to have a problem with this. Why would you

have a problem with concerned citizens being educated in writing to their legislators and demanding change to address the crime in this community? This makes absolutely no sense other than maybe you want to be the one to control things, to control the conversation. Next thing you know, you won't allow him to have town halls without you. Which actually isn't a bad idea given that I have seen other councilors at his town halls but not you. Maybe you should attend and have those public conversation with concerned citizens. After the Neighborhood Watch Captains meeting in April, I sent each member of the council, including the City Manager the briefings by each of the captains about the crime in their area. Did you bother to acknowledge, much less respond and have a conversation with us about our concerns? No, you didn't. If there is a rift between LCPD and city council, it certainly isn't because of Chief Story. He has sat through countless council meetings listening to the anti-police group call him out for doing his job and calling him and LCPD murderers on top of that. Chief Story has gone above and beyond to do something positive to address the crime and bring attention to this problem that is destroying this community. You should be grateful instead of calling him out for it.

Lonnie Montgomery, Member of the Public said I am a follower of Jesus Christ. I want you to know that God loves and I love you too. And if we hadn't done away with prayer in here I would like to have one please. Most gracious heavenly Father, we thank you for the council. We ask that you send blessings down on them with wisdom and discernment that they can do their jobs to their best of their ability and to the best for the citizens of Las Cruces, Amen. But today I have a report in the riff raff and it is on US History. The history of the United States did not begin 1619 because that is when some slaves were brought to America. Slavery had been in America long before 1619. The Native Americans fought each other and enslaved each other long before Europeans came in and discovered America and explored it and they came in and they brought religion to the people here from Spain and other areas and intermarried with the Native Americans producing the Chicanos, the students that I taught in Zia in the 1980s and the 1990s. These explores attributed greatly to the history of America, but they did not create the country. The US was established in the eastern part of America on the latter part of the eighteenth century. They did this by writing the Declaration of Independence. Separating the 13 colonies from England and with the help of God getting through the revolution and writing the constitution by which we govern our government. They set up a republic by writing it and the constitution gave us certain rights and today happens to be the anniversary of the addition of the Bill of Rights to the Constitution, December 15, 1791, they gave them these amendments. The number one amendment, Congress, shall not make a law respecting establishments of religion or prohibiting the free exercise of religion or freedom of speech or the press or the right of the people peacefully to assemble and to petition the government for a redress of grievance. So that gives us a free speech and gets us to we can speak to anyone we want and that includes our Police Chief. He doesn't have to go before the council and get permission to speak to his constituents about what he wants and needs to help the people here in Las Cruces and I want to thank him for doing that and I want to thank the councilors that have been here and have contributed to the city of Las Cruces and may you have a happy life after that. Thank you, God Bless you, and God bless us, and God bless America.

Mark V, Member of the Public said to continue on what he brought up about slavery.

We became a nation in 1776. For our independence in 1800, every nation in the world had slavery. So, we didn't invent it. I am here because I watched a video of a guy that was criticizing Chief Story for doing his job. I don't know what kind of fool would criticize a government employee for doing his job. If he brought criticism, it should have been that there is a lack of justice being done in this city and a lack of support for Chief Story. Chief Story is a Marine, they are taught to win, they are taught to improvise, adapt and overcome and he has done that. Well played Chief.

Lucas Herndon, Member of the Public said I am that fool. I am a resident of District 2, and I am here once again to complain about Chief Story continuing to act in a partisan manner under which by his job as an employee of the City of Las Cruces he is not allowed to. Last time I brought it up under the State Ethics and I will continue to bring it up because I do believe it violates that but I did a little bit more digging and specifically under the City of Las Cruces Employee Work Rules Procedure Section 600, Sub section 603, line 24, "employees shall not engage in unapproved soliciting or any partisan political activity while on the job". This morning Chief Story testified in front of a partisan panel of Republicans from the New Mexico House Republican Party and New Mexico Senate Republican Party. That is important to know. This was not an official legislative act. The New Mexico Legislature did not convene this meeting. This was a meeting convened by the Republican Party of New Mexico for their house and senate members of their own volition and if you don't believe me listen to what they saidover and over and over again, I can't tell you how many times I heard it this morning but they said this might be a partisan panel but gun violence is not a partisan issue. And you know what? I happen to agree with them. I agree with them on that point, on both of those points. It was a partisan panel, and the Chief was there speaking on behalf of our city. So, these people can believe whatever they want. They can think that he is advocating for them. He is not advocating for me or my friends or my family who believe being a Marine and militarizing the police and posting things on Veteran's Day with all of the military that have taken over our police force is actually something pretty fucking terrifying.

Councilor Mattiace said I object to that vulgarity.

Mayor Enriquez said it is noted at the beginning on our headlines all the time.

Lucas Herdon said noted. The fact of the vulgarity of a word potentially harms certain people's ears more than the sense of violence enacted by the police towards the citizens of this city that he is supposedly supposed to represent. As I have brought up time and time again that this state is the most violent state for citizens when it comes to police violence being murdered by the police. That's statistics. You don't have to agree with me, you can't disagree with the numbers. If you are a citizen in the state, you are more likely to be killed by the police than if you lived in any other state. That is a fact. It is also a fact that you have as a city rules on the books prohibiting employees from participating in partisan politics while on the job. That happened today. I don't know what you want to do about it. Do something.

Lisa Parrott, Member of the Public said I am a resident of District 6. Thank you, Councilor Flores, for representing our district. I came to talk about the two meetings

that were referred to in the Work Session last week. I attended both of those meetings and Chief Story did nothing but present the criminal statistics of this city and areas that he felt could be improved by the state legislature, including competency. I attended this morning part of the Juvenile Justice Reform Taskforce that was so objectional supposedly and I just thought it was interesting that the Governor had her own cabinet secretary, Honorable Jason Bowie who was the cabinet secretary for the New Mexico Department of Public Safety. She allowed him to attend that meeting today so it must not have been too partisan. So, I think you Chief Story for what you and your department are doing.

Craig Churnoff, Member of the Public said I want to talk on two issues. One has to do with your rezoning meeting and the change of the ordinances and the decision to increase density. It has more or less taxed the infrastructure of this city to a degree where it's falling apart. Look at our streets. Look at Sonora, look at Roadrunner, look at Lohman, look at Sonoma. There is traffic that is being exercised from Metro Verde where the increase in density is most impactful is destroying things. The East Mesa is deteriorating. That is one of your highest areas of tax and one of the wealthiest other than Picacho, which may be out of the city limits. The second issue, Chief Story. He is the best thing to happen to this city in 15 years. Hands down the man if he had the budget he could have the resources. The police would have raises, we would be a destination for police officers. It would be an improvement. We are the second largest city in New Mexico and yet we act like we are number 300. The poverty level, the interest, give the man what he needs so that he can operate efficiently. He is doing the best that he can with what you give him. Budget wise you have hamstrung him. Support him, don't fight him. The last Police Chief retired inadvertently. This guy takes an interest. He takes a genuine interest in what is happening, where it is going. He has no control over what our state legislature mandates as far as punishments. The legal system is broken in this state. They slap hands. The penalties are not severe enough to make an impression that sticks with people, that makes them think about it. Crime is down, immense crime is up. The youth of this county is out of control. All we seem to be interested in is new dispensaries, tax money, and irrelevant facts that the citizens really don't care about. Help us improve this city. Don't drag it down, improve upon it. Support that man. Give him what he wants. Give him what he needs.

Diane Starbuck, Member of the Public said I would like to address two items today. The first one is a thank you to Councilor Graham and Flores for your service. Especially with your support for the revised animal ordinance. We appreciate that. The second item is there has been a lot criticism of the police, usually by the left. I would like to say not everyone on the left is against the police. Every encounter that I have had with the police has been polite, professional, considerate even when I have been protesting. I encourage anyone to sign up for Citizens Police Academy, which I heard there is some advertisement that there is starting a new one where you will learn many things including the many situations that the officers have to deal with and the many changes that Chief Story has made to improve the department. Thank you, Chief Story, for your continued leadership. I beseech the community to tone down the rhetoric at a time when we really need to be working together.

George Pearson, Member of the Public said the United States Department of Transportation has announced a notice of funding opportunity for Build Grants with a

total of $1.5 billion available. These grants are intended for large projects with awards of up to $25 million for a project. I hope the city will take advantage of this opportunity. An ideal application would look at reconstructing El Paseo. We have already spent over a million dollars in planning efforts in the El Paseo corridor. The MRA process identifies the need for safety improvements for bicyclists and pedestrians. This looks like we are some place where the city can take some action and move towards Vision Zero to make Las Cruces a safer community. The deadline for applying for the Build Grant is February 24th. So, it is something that the city will have to move on quickly. Even if we may not have a successful application going through the process can result in feedback that can make a future grant application successful. Let's not miss this opportunity like we have missed other opportunities such as the TAP, RTP, TPF.

Donald Wilson, Member of the Public said I am the current President of VeloCruces, we are bicycling and pedestrian advocacy organization that was founded ten years ago in Las Cruces. Two years ago in October of 2023, we sent a letter to the former Mayor asking that the City of Las Cruces adopt a Vision Zero Target of the year 2035 and join the Vision Zero network. November that year we made this request official during the public comments' session similar to this one today. Since then, we have approached the city council during public comment sessions and renewed this request on at least four occasions. I am here today once again to request that the City of Las Cruces join countless other government entities in adopting a Vision Zero Target and join in the Vision Zero network. The City of Las Cruces owns most of the roads within the city limits. These roads should be safe for all road users. Those in vehicles, those on foot, those on bicycles, and also for the many public employees that work on the roads. This is an equity issue for the residents of Las Cruces and communities like ours it is not unlikely, it is likely that 30% of the population does not own or operate a motor vehicle. In order for these residents to get around the community they need access to safe roadways for walking and cycling and expanded public transportation. A Vision Zero Target becomes the framework for driving and improvement in road safety. At VeloCruces we think the goal for the city should be zero road user deaths. The State of New Mexico adopted a Vision Zero Target through their Target Zero initiative for all the roads owned by the State of New Mexico. Please add this to the agenda of a future Work Session and then go on record to roads of Las Cruces should be safe to all users. Thank you for listening and your continued service to the residents of Las Cruces.

Jim Hoerst, Member of the Public said this city had a tradition of a National Day of Prayer ceremony here on the City Hall grounds. As far as I have been able to determine there were no permits pulled, there was no procedure, it was simply something we did. I think it was informally sponsored by the city. In any case I have a group, and I meet with a group and last year we had a Day of Reason ceremony on this City Hall grounds. There is no standard procedure for reserving these grounds. As a secular group we should have no more restrictions for getting permission to use these grounds as the religious group did. Unless you want to acknowledge that the tradition of a religious ceremony on these grounds was unconstitutional. If you want to say that their meetings were unconstitutional then you can impose a new order on other groups that want to meet here but unless you want to say that the traditions were unconstitutional then you cannot institute new rules that place more burdens on secular groups for using these grounds. The second issue, Chief Story is a Police

Chief, he is a city employee. He is not a Sheriff. He has no political office, and he should have no political influence. He is not elected. If you want to elect a Police Chief, then we have a different situation but as of right now he is not elected. He has no more authority politically than I do. He is simply another citizen, and he is even more restricted because he is an employee. Issue number three, our President has made the word fuck part of our political parlance You may not like it but he has , we have freedom of speech when we come here. We can use common political parlance, it is protected.

Dan Romero, Member of the Public said I am a resident of Las Cruces. My concerns are the dialogue that Mayor Pro Tem Bencomo stated during the December 8, 2025, meeting at 2:37 p.m. The statement that Mayor Pro Tem discussed was slanderous to Chief Story. She should be censored for the comments she made about a public employee that she has no governance over. Mayor Pro Tem attempted to call out the actions of Police Chief Story's meeting with the citizens group. I attended that meeting that was discussed by the Mayor Pro Tem. Chief Story gave out statistics about crime in Las Cruces, spoke of the increase of crime by teenagers 18 years and younger. He never advocated for any policies. He only gave numbers about crime and spoke of the Police Departments working in the community and neighborhoods where burglaries have occurred. When a burglary has occurred within 48 hours, they come back, didn't know that. Mayor Pro Tem Bencomo has put the city in a possible hostile work environment by her comments. From my understanding not only was the Police Chief Story invited but all council members invited to the event, only the Police Chief attended, and his comments were well received. As a prior elected official there are comments that are not allowed by any council member, especially pro tems and mayors that violate the rules. They should never publicly comment about a public employee. That employee works for the City Manager. All the public employees don't work for the council. There is only one person in charge of the employees, that is the City Manager of this city. Mayor Pro Tem Bencomo should have sensitivity training due to her comments towards Police Chief Story, and she should make a public apology to Chief Story and the residents of Las Cruces. Your position as council members and the Mayor are non-partisan positions. You didn't get elected for your national politics. You got elected because you serve the community. Please check your national politics at the front door when you come in this facility, you represent all residents. You should be talking about the budget instead of talking about Chief Story.

Daniel B, Member of the Public said as a resident of our city I just wanted to state publicly my support for Chief Story for the great job he is doing. Thank you.

4. ACCEPTANCE OF AGENDA

City Councilor - District 5 Becky Corran moved, seconded by City Councilor - District 2 William Mattiace, to accept the agenda as presented.

RESULT:	**Carried**
MOVER:	City Councilor - District 5 Becky Corran
SECONDER:	City Councilor - District 2 William Mattiace
AYES:	Mayor Eric Enriquez, City Councilor - District 1 Cassie McClure, City Councilor - District 2 William Mattiace, Councilor Becki Graham, City Councilor - District 4 Johana Bencomo, City Councilor - District 5 Becky Corran, and Councilor Yvonne Flores

5. CITY COUNCIL MINUTES

5.1 WORK SESSION OF NOVEMBER 10, 2025.

5.2 REGULAR CITY COUNCIL MEETING OF NOVEMBER 17, 2025.

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

6.1 RESOLUTION NO. 26-076: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2026 BUDGET.

6.2 RESOLUTION NO. 26-077: A RESOLUTION APPROVING RECOMMENDED POLICY ITEMS FOR THE 2026 NEW MEXICO LEGISLATIVE SESSION.

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

7.1 RESOLUTION NO. 26-078: A RESOLUTION AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND LITTLE TUMBLEWEED RENTALS, LLC FOR THE SALE OF APPROXIMATELY 6,478 SQUARE FEET OF MUNICIPALLY-OWNED LAND FOR THE PURCHASE PRICE OF $23,000.00, IN ACCORDANCE WITH LCMC 1997, SECTION 2-1312.

Bill Hamm, Real Estate Administrator gave the overhead presentation.

Councilor Flores asked would you please explain the relationship between the Little Tumble Weed Rental and the current or potential purchaser?

Bill Hamm said Little Tumble Weeds Rentals, LLC is where title is held to the facility, the daycare facility, that is just what is on their deed and that is their LLC that is the actual owner of the property but it is the operator of the daycare.

Councilor Flores asked there is a daycare center there?

Bill Hamm said yes.

Councilor Flores asked what is the potential use of that land if sold?

Bill Hamm said my understanding is they are looking at expanding parking and putting ponding, onsite ponding.

Councilor Flores asked so it is not to expand the daycare center? Just to expand the parking for the daycare center?

Bill Hamm said that is my understanding.

Councilor Flores asked when someone buys a parcel of land are they held to the

representation of what the purpose is of land use?

Bill Hamm said once the buyer obtains the property they are allowed to do whatever with it that complies with the zoning laws.

Councilor Flores said as long as it falls into the parameters of that zoning.

Councilor Corran said I love us selling off every empty lot that we have to people who will use it so I generally always want to say to be thinking about ways that we can do that. But the specific question is when we purchase a property, we have to have two appraisals but when we sell it, we only have to have one? And I am curious if you can talk a little bit about what the difference is or why that exists? I am not questioning this transaction specifically I guess I am just questioning I think it might be useful for us to always have a secondary appraisal from my perspective when we sell properties or if you can talk about why that is?

Bill Hamm said the Municipal Code I believe it is Section 2-1313 calls for, it has tiers of priority values of what our appraisals are required. Anything that we obtain or sell in excess of $150,000 requires the two appraisals. Less than $150,000 you are looking at the one and actually I think, I am certain below $10,000 no formal appraisal is required.

Councilor Becki Graham moved, seconded by City Councilor - District 5 Becky Corran, to Approve Resolution No. 26-078.

RESULT:	**Carried**
MOVER:	Councilor Becki Graham
SECONDER:	City Councilor - District 5 Becky Corran
AYES:	Mayor Eric Enriquez, City Councilor - District 1 Cassie McClure, City Councilor - District 2 William Mattiace, Councilor Becki Graham, City Councilor - District 4 Johana Bencomo, City Councilor - District 5 Becky Corran, and Councilor Yvonne Flores

7.2 RESOLUTION NO. 26-079: A RESOLUTION DEDICATING CITY-OWNED PROPERTY LOCATED AT 1701 E. NEVADA AVENUE TO THE AFFORDABLE HOUSING LAND BANK FOR THE DEVELOPMENT OF AFFORDABLE HOUSING.

Kevin Wilson, Neighborhood and Housing Development Specialist gave the overhead presentation.

Councilor Flores asked what is the feasibility? Is there a tentative plan for the development of affordable housing?

Kevin Wilson said at this time we have researched a number of different options. We just know that it would be housing related. We would like to put single family residences there if approved. We don’t have any specific designs or plans at this time.

Councilor Flores said with Ms. Natalie sitting here I would venture to say that there are probably some possibilities.

Kevin Wilson said we do have possibilities, yes.

Natalie Green, Neighborhood and Housing Revitalization Administrator said we are working with Community Development on a potential conceptual plan for this property. Our goal is to do a pilot project of entry level housing where it is small style or small format homes. Not quite tiny homes but still sort of meeting that threshold where families can purchase it, build equity, build wealth and thentransition or add onto the house. We are using Strong Towns model. It is a planning concept firm that does best practices in housing development and community development.

Councilor Flores asked what surrounds that piece of land?

Natalie Green said it is surrounded on all sides by single family residential housing.

Councilor McClure asked was there any community engagement for this process right here?

Natalie Green said for the specific transfer of the property to the Land Bank there was no community engagement. Very similar to the action that the council took before with the utility land tank. It doesn't require community engagement.

Councilor McClure said I am disappointed by this process. I am curious of any residents made it out to this meeting because I am sure a lot of them made it out to the Planning & Zoning where this just did not pass. This was actually brought up and I am a big fan of housing, but I am a better fan of sticking to what we promised residents to do which was in that resolution which you voted on Councilor Flores. I think it was one of your first meetings and it was reaching out to the community and asked them what they wanted to see there and they had came and brought that up. And we didn't do that and that is why Planning and Zoning agreed and knocked it down. The idea that we are bringing this up without having any community engagement. I think there are plenty of different ideas that we can do, and I would very much like to see community engagement on this one specifically.

Natalie Green said I did reach out to some of the staff that worked on this when the initial acquisition took place and so there was some community engagement around that time. I was told that there was even a winter block party, but I wasn't able to find documentation of that. My understanding from the former staff that worked on this and some of the community members that worked on this was that the Nevada Cool Corridor Project in its entirety was contentious and so they started the community engagement process and decided to not do anything with the property.

Councilor McClure said I think there was some engagement with Dona Ana Communities United. I went back and looked at the minutes for that day and we had some really outspoken members. There was a quote from one of our artist, Meg Freyermuth who said an empty lot does not really ensure pride in our neighborhood, how does that actually work? There was no engagement, so we are trying to do this, and I am just a little irritated that it is being sold to us as an idea to do something with it that the community had a plan for and past council had a plan for and we are just

disregarding that.

Councilor Bencomo asked I am wondering if you can speak a little bit more to, I generally had questions about the Land Bank and Trust Fund, can you tell us the status on both of those?

Natalie Green said the Land Bank has been in existence since 2009. Don't quote me on this but I think there is 6 or 7 parcels in that Land Bank. Some of the more notable ones would be Sierra Summary Property next to Sierra Middle School that we transferred to Tierra Del Sol for development. We also took the property that was originally intended for centralized kitchen for Senior Programs and turned that into Paseos Verdes and then there is some NAT properties that we acquired when the Neighborhood Action liened and demoed and foreclosed on those liens those came into the Land Bank and then there was one that was part of next door to Angel Care that became the driveway for the Sister's Apartment Complex. So that was actually used not directly for the housing on that property, it helped facilitate the development for the housing.

Councilor Bencomo asked the Trust Fund does have some funds in it?

Natalie Green said the fund is currently sitting at $730,000 in unrestricted funding and there is about 4.7 left over from the General Obligation Bond but that has already been committed to projects.

Councilor Bencomo asked I know that there is some immediately single family but there are like in this general area has some mixed? Like there is some apartment complexes and things like that in the surrounding area?

Kevin Wilson said there are. I am familiar with the area. While the direct adjacent property and streets are all single-family housing there is some multi-family housing and rental housing specifically rental housing adjacent to the park and as we get closer to Solano Drive but within actual neighborhood there I am not aware of any.

Councilor Flores asked Councilor McClure, what exactly is your objection to this?

Councilor McClure said that it was specifically given a resolution and a council mandate to have community benefit for this and we can do a couple of different options. We can do through the AARP, you know how we have those exercise stations. Those options weren't discussed with the community, but it was told to us to do this as a resolution. You voted on that.

Councilor Flores asked when did I vote on that?

Councilor McClure said it was on January 22, 2019.

Councilor Flores said wow, I can't remember what I had for breakfast.

Councilor McClure said it is in the minutes.

Councilor Flores said it sounds to me that there is something that would impede any action based on what Councilor McClure has said. It seems like it would preclude us from moving forward on this.

Natalie Green said the resolution only called for the property to be purchased. There are this language, the background language in the whereas', it called for some temporary tactical urbanism projects or small scaled temporary community spaces as part of the Nevada Cool Corridor. Like I mentioned they had some sort of Winter Block Party and they were holding neighborhood meetings all as part of the Nevada Cool Corridor and so there was initial discussions about what the potential uses would be and similarly staff also reviewed the minutes and there was discussion about trees and barbeque grills, former Mayor said no basketball courts because the balls make noise. We did reach out to our parks team to do an assessment on this site and they are also in the audience. They determined that this site was not a viable candidate for inclusion.

Councilor Flores asked it is not a candidate for what?

Natalie Green said inclusion in their park inventory. Based on their current master plans it doesn't meet their minimum park sizes, so the recommended park size is at least three acres. This is three quarters of an acre. That is fairly small and there is already a neighborhood park nearby, but I am happy to bring parks up if that will help.

Councilor Flores asked maybe Legal can address the concern that Councilor McClure has brought up?

Councilor McClure said let me add one more thing. In this it says once purchased City staff will develop a one-year contract facilitated planning services to engage residents in a series of small-scale projects to create temporary community spaces to allow residents to ideas for various uses and refine plans. So, if we continue doing this as it is they are not going to have that and we promised them that. That is how you erode trust.

Natalie Green said my understanding is that staff did do some of that work. I had trouble contacting that staff. Lisa is very much enjoying her retirement, so I was not able to get a hold of her. I was able to get a hold of the former Director of Dona Ana Community United and got some historical perspective from her. Again the sentiment or what she shared with me was the project as a whole, all of Nevada Cool Corridor became too contentious and the staff at that time decided to proceed no further with development and to remind the rest of the council at that time Sustainability lived within Economic Development and that was two or three directors ago and two or three City Managers ago. So, we had trouble piecing together all of this information because our retention schedule is well past. We identified this project in September in our conversations with Mr. Remelly and Gary Uwing who is also in the audience today. They had initially designed some town home concepts for another property but that property is already being used for Paseos Verdes and so we started looking at

city owned land for potential development, and I identified this one. So, we asked our land management to reach out to the various departments to see if there was a use or intended use for this parcel and those departments responded that it wasn't within any of their development plans and they weren't interested in moving forward with any development so we identified it as a potential.

Councilor Flores asked all the steps you have taken are consistent with meeting the mandate or conditions that Councilor McClure has raised or identified?

Natalie Green said staff believes so.

Councilor McClure asked do community members, do they believe that? At Planning & Zoning it didn't seem so.

Councilor Flores said given that there appears to be a conflict in so far as the steps that have to be taken before there is any further action on that property, perhaps Legal can visit this and then we can bring it back.

Brad Douglas, City Attorney said in looking at the prior resolution just real briefly I don't see this parcel as being encumbered or restricted at this time based on the language of the prior resolution.

Councilor Flores asked what exactly is your opinion on this?

Councilor McClure said my vote is going to be no, I guess that is my opinion. My opinion is I wish we would in reading the minutes that was an engagement process that we wanted to do, we being the council in the past. So, following the spirit of the idea that we wanted to work with the community residents.

Councilor Flores said this is not a due process issue. I am really conflicted because I think that if it wasn't brought forward as Councilor McClure has pointed out, we would at least need a legal opinion to move forward to say that it was okay or not okay to do so and you just said that it wasn't.

Councilor Becki Graham moved, seconded by City Councilor - District 5 Becky Corran, to Approve Resolution No. 26-079.

RESULT:	**Carried**
MOVER:	Councilor Becki Graham
SECONDER:	City Councilor - District 5 Becky Corran
AYES:	Mayor Eric Enriquez, Councilor Becki Graham, City Councilor - District 4 Johana Bencomo, City Councilor - District 5 Becky Corran, and Councilor Yvonne Flores
NAYS:	City Councilor - District 1 Cassie McClure and City Councilor - District 2 William Mattiace

7.3 COUNCIL BILL NO. 26-011; ORDINANCE NO. 3103: AN ORDINANCE ADDING CHAPTER 16, ARTICLE XII - SHORT TERM RENTALS TO THE LAS CRUCES MUNICIPAL CODE.

Chris Faivre, Community Development Director gave the overhead presentation.

Councilor Corran said I have to be honest when I was campaigning the first time around when I ran for city council people were asking for this particular ordinance so thank you for getting it done. I do have a question or sort of request. I think the biggest thing is I think people just want their Airbnb's to be good neighbors and this like fundamentally systematizing that in a meaningful way but we kind of tried to do this before, right? Sort of in a version of trying to get people to register and that didn't seem to work. We kind of heard about some logistical challenges and I think last time when we talk about this at the Work Session, I guess what I am hoping is one, that we have made this as easy as we possibly can for folks to get on the right side of this, right? Kind of like a lot of the folks who are currently getting permits for their carports after Realize. So I hope we can enable folks as much as possible to get on the right side of this and do a quick inventory at some point in the next six months I am hoping and I don't know who all is going to be involved in this work but to see is this working or not, right? That is about 400 folks that need kind of intense probably connection to get them on the registration side. I am hoping that we can just follow back up and look and see where are we in that process to make sure that we are on track because I don't want it to be a matter of people hear information from different channels and I am sure Airbnb host get tons of random request and demands and all of those things so I just want to make sure that we communicating effectively and really just are giving people the opportunity to comply in the best way possible so I am hoping we can have a little check in and if it doesn't seem like it is going that we can postpone the enforcement component if required because we might be struggling through that communication part I guess would be my kind of gentle ask not an amendment.

Chris Faivre said we can certainly do that. We can schedule sort of a Work Session check-in in maybe June. We will work closely with Visit Las Cruces to pull the data for the current properties. Do that outreach similar way we do for other business registrations here in town. We have a staff that works directly with them to get everybody registered. They will register through Visit Las Cruces on their process which looks like it hasn't been working from the numbers but registering with that process the staff is there to help them with that. I think that is just more of an advocacy and letting people know what is required and that will be on staff and working with the Communications Department to get that messaging out and make sure that we keep it out there over a period of time so that it is just not out there when this ordinance passes and people kind of just forget about it. It will be up to staff to keep that at the top of mind.

Councilor Flores said this is something we discussed in one of our Work Sessions some time ago, so I am happy to see that there is some resolution, not a resolution but that we have come to this point. My concern has always been enforcement, and I think that there are some property owners who fly under the radar, and I was just wondering if there is any way of identifying all property owners that do use their homes, their property for short stays?

Chris Faivre said yes we can pull that data through the systems that Visit Las Cruces has access to get that address information, get that owner information, reach out directly to them about the new requirements and that will sort of be the starting point and I think there were over 483 that have registered or used the system so we do

have quite a number of property owners to start working with and then from that point forward it will just be continually monitoring those to make sure that they are staying in compliance and continuing communication and outreach and anybody new interested in a short term rental will know that there is process that they have to adhere to if they want to sign up.

Councilor Flores said I think that in my district there were complaints of wild parties going on and the neighbors finding out that it wasn't the owners it was the tenants, and I don't think there was any registration that it was a business. So, I think that is my concern insofar as really identifying who is doing what. But you think all of that is covered?

Chris Faivre said I do think that having the requirement for the business registration will allow us to identify those problematic owners if there are such and the requirements for having that contact information on staff will make it easier for us to reach out to them or PD if it is in the middle of the night or codes if it is some other issue. So, this process I think will make it easier for staff to communicate with those property owners about any issues that we are seeing.

Councilor Flores asked so that when you have neighbors complaining and the city goes in to talk to the complainant, they will ascertain at that point whether they are registered or not because I am sure a lot of them fly under the radar?

Chris Faivre said that is correct. I mean someone could file a complaint and put us on to a property we didn't know and then at that point in time we would work with that property owner to get them in compliance so yes it could help for both those who are registered and for identifying potentially some that aren't in compliance.

Councilor Bencomo said the last time we had a Work Session about this there was some concerns raised with some Airbnb managers I guess about the system, and it was difficult for them to navigate it and I know that staff sort of stayed back and had that discussion with those folks. I just felt like what they were saying was very real and valid and I am just curious if you all have addressed some of those and what was the miscommunication, I am just curious?

Chris Faivre said I believe some of that actually was issues with compliance with the third party specifically you know working with Airbnb to pay some of those taxes and we were trying to work through ways that if you are say a property management company and you are trying to pay taxes for multiple properties is there a way to do that through those systems all in one time. It is not the city system again, it is working with some of those third-party vendors and I know that the staff at Visit Las Cruces was trying to work through some of those issues with them. I am sure it is not the first time those things have come up so I know there is a couple or at least one property management company that we were discussing some of these issues with again because it is not our system I don't know if all those issues were resolved or not with those third party vendors but we do try to open up those conversations and see if we can resolve them.

Councilor Bencomo said I think that is just really important to continue to have that open communication with folks who have that kind of feedback.

George Pearson, Member of the Public said as President of the Alameda Depot Neighborhood Association we have heard of issues where properties are being converted to short term rentals and especially in the historic neighborhood it is an issue of density so it would be good to collect once this data is collected to revisit this and six month or a year as was discussed and look at what the density issues are and if we're getting too many Airbnb's too close together and then maybe we need to distinguish between owner occupied places that have casitas that they are renting out because if they are still owner occupied that gives a different flavor to the neighborhood then if it is just completely a rental. So, I am looking forward to this being implemented.

Councilor Becki Graham moved, seconded by City Councilor - District 5 Becky Corran, to Approve Ordinance No. 3103.

RESULT:	**Carried**
MOVER:	Councilor Becki Graham
SECONDER:	City Councilor - District 5 Becky Corran
AYES:	Mayor Eric Enriquez, City Councilor - District 1 Cassie McClure, Councilor Becki Graham, City Councilor - District 4 Johana Bencomo, City Councilor - District 5 Becky Corran, and Councilor Yvonne Flores
ABSENT:	City Councilor - District 2 William Mattiace

7.4 COUNCIL BILL NO. 26-012; ORDINANCE NO. 3104: AN ORDINANCE AMENDING CHAPTER 16, ARTICLE XI OF THE LAS CRUCES MUNICIPAL CODE-LIMITING THE USE OF PLASTIC SINGLE-USE CARRYOUT BAGS IN CERTAIN RETAIL OPERATIONS.

Jenny Hernandez, Sustainability Officer gave the overhead presentation.

Councilor Flores said I grew up with no plastic bags. If you bought some celery, you just threw it into a paper bag or just put it to your shopping cart and then it got thrown into paper bag that you carried out. It seems to me that we really don't need any kind of plastic bag. You go to the store, and you are going to buy something that you are going to the market, I am talking about produce and some of that produce like cilantro and parsley, some of that just gets chopped and put into a glass and then it is okay. So I think maybe there can be some education as to how we really don't need plastic bags because you get home with your little paper bag and you take your celery and whatever and put it in the refrigerator, wrap it in a paper towel to keep it from getting other stuff wet y se acabo. I think some education on how to avoid using plastic bags. I think that one area too is that the hefty bags for garbage. Again, I grew up with paper bags serving as the trash can and I don't know unless there was some studies that showed that was detrimental, but it seems to me that it would be good like some of those banana peelings and all that sort of stuff could actually be good for soil.

City Councilor - District 4 Johana Bencomo moved, seconded by City Councilor - District 5 Becky Corran, to Approve Ordinance No. 3104.

RESULT:	**Carried**

MOVER:	City Councilor - District 4 Johana Bencomo
SECONDER:	City Councilor - District 5 Becky Corran
AYES:	Mayor Eric Enriquez, City Councilor - District 1 Cassie McClure, Councilor Becki Graham, City Councilor - District 4 Johana Bencomo, City Councilor - District 5 Becky Corran, and Councilor Yvonne Flores
ABSENT:	City Councilor - District 2 William Mattiace

7.5 COUNCIL BILL NO. 26-013; ORDINANCE NO. 3105: AN ORDINANCE APPROVING A FIVE-YEAR LEASE AGREEMENT (WITH OPTIONS TO RENEW FOR UP TO FOUR ADDITIONAL FIVE-YEAR TERMS) BETWEEN THE CITY OF LAS CRUCES (CITY) AND THE MESILLA VALLEY COMMUNITY OF HOPE (MVCH) FOR THE OPERATION AND MANAGEMENT OF THE CITY-OWNED COMMUNITY OF HOPE CAMPUS LOCATED AT 999 WEST AMADOR AVENUE.

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

Councilor Graham said I am encouraged to see that hopefully pending this vote obviously but we will continue to support you to do this vital work in the future, and I won't miss this part of it but we will see each other under better circumstances.

Councilor Flores said I too want to thank you Natalie and I see some people in the audience who head up some of the providers for the wonderful work you provide for people in our community. I think the work that a lot of people focus on at Community of Hope is destigmatizing people who are without a roof over their head and not making it okay not to and not objectifying people under those conditions but I do want to thank you for your work and I hope that you continue to be, well we as a city continue to be successful in that endeavor.

Councilor Bencomo said I know that there has been lots of internal conversations about maintenance and upkeep of the assets if you will. I really think it is important that we come to a place that works for everybody for, the non-profits on the campus for the city and I know that has been sort of an issue so I know that we now have that one FTE that is assigned to the campus but I am curious if you can just speak to this particular issue Natalie and/or City Manager and if we feel like it has come to a good agreement for everybody?

Natalie Green said that was quite the negotiating point both with city staff and with the agencies and so we were able to come to a good place, I think. I will let the agencies speak for themselves but definitely the FTE helps mitigate. Again, like I mentioned, it is 56,000 square feet made up of five different buildings, and it is very heavily used and that the campus sees over 1,000 people a day and so all of the facilities get heavily used whether it is bathrooms, showers, laundry facility, food in the soup kitchen. The city a couple of years ago did master plan for that growth so that also was solidified within the lease and so that will help outline some of the issues and then the agencies themselves have been really proactive about going after capital outlay or other funding sources. Community of Hope just assisted the city in putting in a grant for a reroof of their facility, so they take an active role in helping ensure that the campus is maintained and improved over the years. And then of course we have

seen the news things like the food pantry, which was a very significant investment that this council made to help serve the public. And then as part of the legislative priorities you also adopted the Kitchens, which will be a new soup kitchen but all the facilities again the earliest one was built in 1995, some of them were built in 2000 so they are all 20 plus years old.

Councilor Bencomo said I say this because I want the city to be good landlords if you will. I want us to be good caretakers of this asset that is the city's ultimately and just want us to be good partners in that way. Just my general statements. I am obviously glad we are doing this and recommitting to being in partnership with these organizations that provide an incredible service and a necessary service to the community. I think now more than ever, unfortunately, I think it is important that we are good partners and that we remain in good partnership in support of partnership. The current national administration is about to make some pretty serious damaging changes to housing policy and it is going to impact a lot of people. It is going to impact a lot of funding and so I think now more than ever honestly Councilor Graham spoke to this in the beginning how important it is for local government to step up and support in areas where it is going to be a lot more difficult. I just wanted to reiterate that and hopefully everyone on this dais and on our side can recommit to that partnership and that support.

City Councilor - District 5 Becky Corran moved, seconded by Councilor Becki Graham, to Approve Ordinance No. 3105.

RESULT:	**Carried**
MOVER:	City Councilor - District 5 Becky Corran
SECONDER:	Councilor Becki Graham
AYES:	Mayor Eric Enriquez, City Councilor - District 1 Cassie McClure, Councilor Becki Graham, City Councilor - District 4 Johana Bencomo, City Councilor - District 5 Becky Corran, and Councilor Yvonne Flores
ABSENT:	City Councilor - District 2 William Mattiace

8. BOARD APPOINTMENTS

8.1 COUNCILOR MCCLURE APPOINTED DR. STEPHANIE HOFACKET TO SERVE ON THE PARKS & REC ADVISORY BOARD.

8.2 DENIECE SANCHEZ

Councilor Yvonne Flores moved, seconded by City Councilor - District 4 Johana Bencomo, to appoint Deniece Sanchez to the Capital Improvement Advisory Committee.

RESULT:	**Carried**
MOVER:	Councilor Yvonne Flores
SECONDER:	City Councilor - District 4 Johana Bencomo
AYES:	Mayor Eric Enriquez, City Councilor - District 1 Cassie McClure, Councilor Becki Graham, City Councilor - District 4 Johana Bencomo, City Councilor - District 5 Becky Corran, and Councilor Yvonne Flores
ABSENT:	City Councilor - District 2 William Mattiace

8.3 LARRY GOODWIN

City Councilor - District 5 Becky Corran moved, seconded by City Councilor - District 4 Johana Bencomo, to appoint Larry Goodwin to the Lodger's Tax Advisory Board.

RESULT:	**Carried**
MOVER:	City Councilor - District 5 Becky Corran
SECONDER:	City Councilor - District 4 Johana Bencomo
AYES:	Mayor Eric Enriquez, City Councilor - District 1 Cassie McClure, Councilor Becki Graham, City Councilor - District 4 Johana Bencomo, City Councilor - District 5 Becky Corran, and Councilor Yvonne Flores
ABSENT:	City Councilor - District 2 William Mattiace

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 have a couple of things to talk about, one being if you are interested in me being a contrarian. Check out the MPO from last week. I was a little bit having a hard time with one of the more routine things that we do where it was to have to say that we have, target goal is to just have 445 deaths across the state this year. That is a hard one to say yes to. That is the target that we are going for. I agree that we have not done much on Vision Zero and I would like to change that specifically because the roads should be safe for all users. We do want to work with the state. This was a state request or target. They actually came to ask if we wanted to do a Vision Zero initiative and they had a whole plan for us. We would get a rut from transportation from Public Works, a rut from Economic Development, a rut for Health and Human Services, from Community Main Street, from law enforcement, from emergency response, from schools and an elected official to champion the work and I can arm wrestle the Mayor for that if he wants but we also agreed on the MPO that we wanted to see that change and so I am hoping that we can work forward on that in the new year and what that would look like. I will send that email out again to staff to actually push that forward.

The next thing I wanted to talk a little bit about was the budget and I think it is valuable that we talk about it in a little bit more transparent way. I am hoping that we talk about it more in the budget retreat which is open to the public. Usually, it is the media there kind of skirting on the side lines and drinking bad coffee with us. You all can come too, and I think you should. I have had Friends of the Library reach out to me and say what about the book mobile we are worried about it? Valid but then I could say that we have encumbered that money, that already means it is fixed. Yeah, they were understandably worried so let’s talk about it a little bit more. I would also like to think that we as council should be asked a little bit more about what our priorities were. Mayor Pro Tem at one point had said our budget reflects our values. For example, we are still missing an Active Transportation Planner. I don’t want that to get swept up by

a hiring freeze. So, I would like to see what that would look like too.

I have known Becki Graham for a long time. She was my Philosophy 101 teaching assistant. She has continued to teach me in many ways. She taught me to ride horses, strangely enough. More importantly you taught me to lead and not to be swallowed by the fear and you taught me to draw on our inner strength because this job is incredibly hard and I am going to miss you. Thank you for being here for me specifically.

10.2 COUNCILOR GRAHAM

Luckily, I got to say it all at the start. I do want to point out this was the F-bomb heaviest meeting I have ever attended. F-bombs were up 6,000% over previous meetings and I am glad I got to be here for that in person. A lot of you are going to be hearing from me by thank you card and stuff. I just can't do this here now but thank you.

10.3 COUNCILOR CORRAN

Thank you to Becki Graham who really led the Animal Services Center Executive Director search which has been lengthy and thank you to all the folks who stepped up and had been covering there at the Animal Services Center but as of this morning the candidate Stephanie Lewis agreed to take on the position and I think that I give that example both because I am happy and we are really excited to have someone come in and also to speak directly to Councilor Graham's specific strengths that I have so appreciated and been so lucky to work with. What we do up here is a tiny fraction, one tenth of all of the things we can do as city councilors, and I will tell you that the other 90% is a logistical nightmare of getting people together, talking to people, hearing feedback, giving people answers they don't want to hear. Making things happen as much as you possibly can and then quietly or loudly advocating but in both cases you see our outside advocacy but you don't necessarily see our other advocacy and other avenues and then Councilor Graham has done this with consistency and aplomb and really made sure that we are all thinking extremely critically about what we are all doing and she always come with a reference sheet but also the extraordinary heart that it takes to make things happen. Like the boxing gym which was closed when we started or not city funded when we started on council and now is a thriving extraordinary place that is serving community needs in ways that are accreditable to you. And also welcome to our new ED at the ASCMV again. Graham shepherded this process which has been lengthy and complicated and as she does was wildly successful at it.

Councilor Flores, thank you for shepherding me onto council like you did. I think you were one of the first councilors who met with me and onboarded me and helped me feel confident here and also for your advocacy for people in your district. You were affected by their experiences, and you brought that all the time to council and I think that is really meaningful and important in what we all hope for in our public leaders so thank you for that. I am a little nervous because you kept me from being the worst driver on council and now you are leaving so I am worried. Thank you for your leadership and for showing us how to do this.

10.4 COUNCILOR FLORES

This is a place that everybody should experience. It is easy to be out there and say what is this councilor talking about or who do these councilors think they are? We are faced every day with decisions that we are well aware of that will impact people's lives. That is what we do. I have been really impressed and honored to serve on this board with every single person, even the one who is always absent, whatever his name is. Cassie, I have known for a few years and I met the two Becky's, Becki-I and Becky-Y here on council and I have known Johana for at least a decade, I think. Mayor Enriquez will always have a very special place in my heart. When my mother passed away on January 19th, one of my dear friends Shannon Reynolds and his wife who has since deceased, Maggie, we drove back from Santa Fe after spending a day in Santa Fe lobbying our representatives for our needs and low and behold when I arrived at home I found that my mother had died and it was probably the most traumatic experience that I had ever had in my life. The most difficult event I have ever had to live with. My friend Shannon is a good friend of our Mayors and called Chief Eric at the time and he stood in front of the house from about 9 p.m. to about 2 a.m. or maybe 3 a.m. to keep people from coming into the house and that included relatives that wanted to come in. Mayor Enriquez stayed there the whole time, and it is something that I will always be grateful for as did Shannon and Maggie, may she rest in peace, they stayed there too.

I grew up in Los Angeles pretty much and then lived in the city of LA. It's busy and you hardly know your neighbors but Las Cruces just has such a feel for community and everybody I have met I have been blessed to see that he, she, they really care about the city and that extends to everyone here who works at the city, the people in our community such as our audience who comes in and may say things that might hurt us but it is like water off my back. You go through life for several decades and teenage boys that grow into men and all that sort of stuff, but I feel that it is a community and people who do come and complain maybe not very nicely sometimes do point out where we can improve. There are just so many other things that I can say but I feel an infinity and a closeness to each and every one of you. The staff here, the directors of the departments, are beyond words, quite talented, quite skilled. It has been a pleasure and an honor to have served with my fellow elected officials up here and I have to say that Ikani our City Manager, and by the way we are his boss so if you need to complain about anything don't call me anymore. We have been blessed with our City Attorney, our City Clerk who is number one in the nation and in New Mexico and then our Attorney is number one in our hearts. Each and every one of you, I am going to miss George especially and I will be in Las Cruces for maybe another six months, and I will be moving on to Europe where my sons live. But it has been definitely an honor to have served on the city council with my colleagues and for the city and for you, thank you.

10.5 COUNCILOR BENCOMO

I went to the staff luncheon last week and I was really impressed by your cooking skills. The food was delicious, the City Manager, Assistant City Managers behind the grill, they just looked like there were in the zone and everyone in the City Manager's Office from our Executive Assistants that were helping and it was just really beautiful so I know that things aren't always perfect and difficult and that was just a nice little glimpse and I was very, very surprised by your cooking skills.

I also wanted to address some of the feedback that was received here today. Last week when I said what I said I debated saying it because I knew this would happen. I said it anyway because it felt important to me to voice the very real concerns that I have. It is not just me that has them. I know that sometimes that when we are here this very much is an echo chamber and so you hear it here and it must be the truth all over the city and that's not necessarily true. Like I have conversations outside of this, this isn't really a conversation, right? I have conversations outside of this chamber all the time and I have to tell you that a lot of people have voiced these concerns to me as well and I think particularly the concerns that were voiced to me by many folks after the video of our Chief with the US Attorney that a lot of people felt really concerned about and I think it is important that we talk about those things and that I voiced those concerns and I know that what I am about to say will create even more ripples of controversy but again it is important because that was a big topic of conversation today. Chief Story I think he has been chosen to act in a very public role and kind of a political role and with that does come feedback, criticism. Like we experience it and I think it is okay for people to voice it. I understand it is uncomfortable. I understand the tension is uncomfortable. I will continue to build and cultivate a relationship with all of our staff, with City Manager, especially when there is tension and concern. My biggest fear is that these kinds of things continue to feed this story of misinformation that says this council in particular me is not supportive of the Police Department when you can go back six years and look at my track record of voting and you can say very much no, that is not true and if you look at our budget as a whole the majority of our revenue coming to the city a giant majority of those go to the Police Department. I think that we can all agree here that the Police Department is well funded and when we continue to have these kinds of like they have priorities and these priorities are different it feeds into that narrative that frankly isn't true. Also, I just want to say that somebody here said that you feel safe with the police. There are people in our community who don't. There are young people who look more like me that protested over the summer at an immigrant rights rally protest where they saw what felt like snipers on a roof. They don't feel safe and it is okay to acknowledge that, it is important to acknowledge those stories too. Just today I had an elderly woman who wanted to share with me some concerns that she is having in her neighborhood in a very unsafe interaction she had with a neighbor, and she said as an older woman I don't feel comfortable calling police. Those things exist in our community. I understand that we don't want to acknowledge them, and I understand it is uncomfortable when I do but it is important to have those conversations.

I just wanted to say to Councilor Flores that I am just so grateful to know you. I have known you since I was a little baby community organizer when I was on this other side. Maybe it is some karmic retribution but I have known you much longer when I was back there and working with you to actually build the very first welcoming city resolution back in 2017 and people like you and Olga Pedroza may she rest in peace, I think are trailblazers in our community and I just want you to know that I hold you in that kind of esteem as well. Councilor Graham and I have known each other for a very long time. We were on a very terrible soccer team many years ago together and we had a lot of fun but honestly there is a lot of parallels because we had a 1/11 record. We won one game, but we had so much fun and it kind of felt like that the last four years where our record was losing all the time. I just felt like there was no winning, but

I want to reframe that for you today before you leave because there was a lot of winning in the last four years and you have made a very big impact. You have been part of historic all women city council, you helped make historic investments in housing, you helped create Realize and I hope that one of your proudest achievements is helping the entire council understand the importance of PAL and I want you to know that will continue to be something that at I least champion and I know other people on this council will champion because you showed us the power that it has and why it should be preserved and protected. Thank you both very much. Councilor Corran welcome back.

10.6 MAYOR ENRIQUEZ

Again, to Councilor Graham and Councilor Flores, thank you for all that you have done. Truly going to be missed. I will miss you both. Thank you for all of your work and your support.

There is a few things that I want to mention. When I look back, we had our tree lighting on December 6th, and I just want to thank Parks and Rec and all of the city staff that were out there and put it together. There was over 5,000 people there. It was a great event. It was a great turnout. A great way to gather and start the holiday celebration. Yesterday there was a Hanukah celebration as well it was well, attended. With things going on throughout the world they felt like this a place where you can be safe and celebrate your faith and beliefs and so that was a good event as well.

On Friday I was invited to the awards ceremony for the 4H Club and they have over 360 students that are participants in the 4H Club. I know that we are always looking and thinking and being creative with our Parks and Rec and how to do things to better our community and get our youth involved and do those types of things. The 4H stands for the head, the heart, the hands, and health and they do so many different activities and I know from farm animals to leathering, to sewing to artwork to crafts but keeping these kids involved and helping them learn leadership and critical thinking is of such value in our community. So, I mention this because I want our Parks and Rec to take note that when we are looking at activities, we don’t have to reinvent the wheel. There is already a process, there is already a system and there is so many volunteers in our community that are willing to give back and share with the community. So, I look forward to doing things like that for our community.

Last week we had our first strategic coalition meeting. We had two meetings. One was internal and one external with stakeholders. This is the grant money that the Governor gave us for the coalition to build on homelessness, mental health and substance abuse. So, it was very productive. We had about 30 individuals show up to that meeting, and we will continue to move forward. I think the next step is NMSU is going to put three of their departments together and see which one can help with the survey. We will go out in the streets and come back and start putting a strategic plan on how we are going to combat this. That is something that I look at and something that I advocated for with our Governor to get this kind of funding and grants so that we can really address the situation that is hindering our community. I disagree somewhat with Mayor Pro Tem when we talk about public safety, I was a firefighter, I took an oath, I went through a police academy, I took an oath to protect and to serve and I

know that Chief Story and his department feel the same way. When Chief Story gets criticized for what I believe is doing his job I have to take a stance as well and say thank you for protecting and serving our community and if it is an issue of being an employee or an elected official I will say it right now for the record, I will be that elected official what will speak on behalf of public safety.

11. CITY MANAGER REPORT

11.1 IKANI TAUMEOPEAU

I just wanted to share a quick update on Velo. I appreciate Velo coming in to show their support for Target Vision Zero. For those who may not be following what that is, it is essentially a commitment and a plan for municipalities to buy into which is eliminating any traffic fatalities or serious injuries and I just want to share from staff perspective and from council it is a very important goal to have where we are as staff is we have asked and we are talking with council and asking them what we don't want to do is have an unfunded mandate because what this means to a lot to eliminate zero fatality although it is our desire and our goals to have it always. There is infrastructure that needs to happen, and we need to make sure the infrastructure needs are there first which we are making steps to get there, and we will present that to council before we do. We appreciate staff, there was a goal of setting out towards a grant which was funded about half a million for a Safe Streets for All Plan. This is the first step for us before we come to council to see your appetite for Vision Zero. We just went to RFP that was concluded just a few weeks ago and now we are looking to wrap that up so that we can complete the safe streets for all. So first we will do the Safe Streets for All grant which we will.

Update for Utilities, congratulations to our Utilities Department as the awards committee of the New Mexico Water and Wastewater Association has selected the East Mesa Water Reclamation Facility to receive a distinguishing award. The Good Housekeeping Award for Activated Sludge Wastewater Treatment Plant for 20 years and under. This has been the award for them so there will be a banquet at Hotel Encanto, Wednesday, January 28th at 7 p.m.

Parks and Rec, registration is currently on going for the City's Winter Break Camp open to students K through 5th grade. Scheduled to coincide with the upcoming school break, the camp will run from December 22nd thought January 2nd, operating 7 a.m. to 5 p.m. Program sites include Jornada Elementary and East Mesa Rec Center. Participants will enjoy a variety of activities and social events with breakfast and lunch provided and this only cost $20. So, if you are interested please jump on our website or call our Meerscheidt Rec Center and we can get you all that information. So, thank you to our Parks and Rec team for running that.

The city is also excited to announce that the start of public input process for the future of the bike park to be located at the East Mesa Recreation Complex is upcoming. This new facility is currently slated to feature a skills course, pump track, and mountain biking course, among other elements to kick off this process city representatives will be present at the Farmer's Market on Saturday, December 20th. We invite all residents to attend and provide valued feedback in providing the design and utilization

of this exciting project. All recreation facilities will close at 5 p.m. on Christmas Eve and New Year's Eve and remain closed on Christmas Day and New Year's Day and will reopen on Friday, December 26th and will resume operating hours at the Regional Aquatic Center and Natatorium and Meerscheidt. We encourage all residents to check the website and social media.

Economic Development, Safety Improvement Program kicked off in the beginning of November as the first pilot program created specifically for the Metropolitan MRA area. This program allows for a grant of up to $5,000 for security upgrades and is focused on El Paseo/Solano MRA. In just over a month we have received 14 eligible applications which will approximately be about 70% of the fund set aside for the fiscal year.

In Communications one of the priorities, exciting news has been to include our Spanish speakers so we are happy to announce that residents can now watch city council meetings with live Spanish closed captioning as an option. The Communications team tested some software earlier this year and have now installed this feature permanently. Residents can turn on live Spanish closed captioning on Comcast or watch Spanish captions on YouTube after a meeting has ended. A quick how-to video was released on social media at the end of last week to share with residents how to turn this feature on.

Last, I would like to turn my attention to Councilor Graham and Councilor Flores. As the audience and the public and elected officials can understand it is very difficult to have seven bosses and you Councilor Graham and Councilor Flores have made it very easy and so I am going to miss your guidance and your relentless zeal to represent your districts and to all those who live in their districts I can attest that they were always doing everything they could to support residents throughout the city and also in the districts and I can confirm that through emails and phone calls and texts that they have reached out to me. We are going to miss your support from the dais, and I am going to personally miss your support as well. I will continue to be here in town if you need us and if you move abroad internationally stay in touch as well. Thank you so much.

12. ADJOURNMENT

12.1

Councilor Becki Graham moved, seconded by Councilor Yvonne Flores, to adjourn at 3:54 p.m.

RESULT:	**Carried**
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Yvonne Flores
AYES:	Mayor Eric Enriquez, City Councilor - District 1 Cassie McClure, Councilor Becki Graham, City Councilor - District 4 Johana Bencomo, City Councilor - District 5 Becky Corran, and Councilor Yvonne Flores
ABSENT:	City Councilor - District 2 William Mattiace

Mayor

City Clerk

26-088

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:**	January 20, 2026
Drafter:	Enedelia Vitolas	**Department:**	Financial Services

Title: **A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR AFTERMARKET VEHICLE PARTS AND SUPPLIES WITH A5 AUTO SUPPLY, INC. DBA NAPA OF SILVER CITY, NEW MEXICO, VIA SOURCEWELL CONTRACT NO. 100124 FOR A POSSIBLE TERM THROUGH JANUARY 10, 2032, IN AN AMOUNT NOT TO EXCEED $275,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-048).**

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

PURPOSE(S) OF ACTION:

To authorize an existing contract purchase agreement.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) Fleet Services program (Fleet) is responsible for the maintenance and repair of City-owned vehicles, trailers, and equipment. Fleet currently purchases aftermarket vehicle parts and supplies for these units from A5 Auto Supply, Inc. dba NAPA of Silver City, New Mexico.

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

A5 Auto Supply, Inc. dba NAPA provides reduced pricing based on Sourcewell contract no. 100124 for a possible term through January 10, 2032. Fleet's annual expenditure estimates exceed the $100,000 threshold which requires City Council approval. Fleet is requesting authorization to contract with NAPA in an amount not to exceed $275,000 annually, subject to annual renewals and approved budget appropriations.

SUPPORT INFORMATION:

25-26-048_Exhibit "A" Automotive_Parts_And_Labor

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:
Parts are to be purchased on an as-needed basis. Yearly spending may vary, but is not anticipated to exceed $275,000.

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution authorizing an existing contract purchase agreement for the purchase of aftermarket vehicle parts and supplies with A5 Auto Supply, Inc. dba NAPA of Silver City, New Mexico in an amount not to exceed of $275,000 annually, subject to annual renewals and approved budget appropriations.
2. Vote "No"; this will deny the Resolution, which could negatively impact City operations.
3. Vote to "Amend"; this could modify the Resolution, and Council will need to provide direction to staff.
4. Vote to "Table"; this could delay the purchase of aftermarket vehicle parts and supplies, which could negatively impact City operations.

RESOLUTION 26-088

A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR AFTERMARKET VEHICLE PARTS AND SUPPLIES WITH A5 AUTO SUPPLY, INC. DBA NAPA OF SILVER CITY, NEW MEXICO, VIA SOURCEWELL CONTRACT NO. 100124 FOR A POSSIBLE TERM THROUGH JANUARY 10, 2032, IN AN AMOUNT NOT TO EXCEED $275,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-048).

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) Fleet Services Section (Fleet) is responsible for the maintenance and repair of City vehicles, trailers and equipment; and

WHEREAS, Fleet currently purchases aftermarket vehicle parts and supplies for these units from A5 Auto Supply, Inc. dba NAPA of Silver City, New Mexico; and

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

WHEREAS, A5 Auto Supply, Inc. dba NAPA provides reduced pricing based on Sourcewell contract no. 100124; and

WHEREAS, Fleet is requesting authorization to enter into an existing contract purchase agreement utilizing Sourcewell contract no. 100124 for a possible term through January 10, 2032.

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

(I)

THAT the Resolution authorizing an existing contract purchase agreement for aftermarket vehicles parts and supplies with A5 Auto Supply, Inc. dba NAPA of Silver City, New Mexico for a possible term through January 10, 2032, in an amount not to exceed $275,000 annually, subject to annual renewals an approved budget appropriations as shown in Exhibit "A", attached hereto and made part of this Resolution, is hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES

EXISTING CONTRACT PURCHASE AGREEMENT

SOURCEWELL
CONTRACT NO. 100124

AFTERMARKET VEHICLES PARTS AND SUPPLIES

Pursuant to terms and conditions of Sourcewell Contract No. 100124, RFP No. 100124 dated January 9, 2025, between Sourcewell and Genuine Parts Company dba NAPA Auto Parts (SUPPLIER), as amended and incorporated herein by reference, the City of Las Cruces (CITY) and A5 AUTO SUPPLY INC dba NAPA (CONTRACTOR) hereby agree on this _____ day of _____, 2025, as follows:

1. This Purchase Agreement is intended to be an Existing Contract Purchase Agreement in accordance with LCMC Chapter 24, Article I, Sec. 24-4 (25).

2. In a satisfactory and proper manner, the CONTRACTOR shall deliver products / perform services pursuant to Sourcewell Contract No. 100124, RFP No. 100124, as set forth in Attachment A, attached hereto and made a part of this Agreement.

3. The effective period of this Agreement shall coexist with to Sourcewell Contract No. 100124.

4. In consideration for the satisfactory delivery of products / services, the CONTRACTOR shall be compensated pursuant to the cost terms of Sourcewell Contract No. 100124. Cost of delivered product / services shall be paid by CITY within 30 days upon receipt of undisputed invoice.

5. This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico. Contractor shall abide and be governed by all applicable state law, City of Las Cruces ordinances, and laws regarding the Contractor's services or any work done pursuant to this Agreement.

6. The Contractor shall defend, indemnify, and hold harmless the City, its officers, and employees from and against any and all losses suffered by the City, its officers, and employees, and any special claims, liabilities or penalties asserted against the City, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor, subcontractor, subgrantee, or other agent of the Contractor. This covenant shall survive the termination of this Agreement.

7. That in the event any of the provisions of this Contract are violated by the Contractor or by any of his Subcontractors, the City may serve written notice upon the Contractor and, if a surety exists, upon the surety of its intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract; and, unless within ten (10) days after and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten (10) days,

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

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

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

10. Contractor represents and warrants the following:
    a. No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
    b. Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the City in writing of such conflict.
    c. Termination for Material Conflict. If, in the reasonable judgement of the City, such conflict poses a conflict to and with the performance of Contractor's obligations under this Agreement, or is otherwise a violation of the City's current policy or ordinances, then the City may terminate the Agreement immediately upon written notice to Contractor; such termination of the agreement shall be effective upon the receipt of such notice by Contractor.

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

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

A5 AUTO SUPPLY INC DBA NAPA

BY: _____
Henry Armstrong
President

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

for 10/29/2025
City Attorney

Attachment A

Docusign Envelope ID: 6309ADD6-3F2F-4A55-A01B-A82FE5C5B0BF

MASTER AGREEMENT #100124
CATEGORY: Aftermarket Vehicle Parts and Supplies
SUPPLIER: Genuine Parts Company dba NAPA Auto Parts

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Genuine Parts Company dba NAPA Auto Parts, 2999 Wildwood Parkway, Atlanta, GA 30339 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 10, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #100124) to Participating Entities. In Scope solutions include:

   a) Aftermarket repair, replacement, and maintenance parts, supplies, and services for gasoline, diesel, compressed natural gas (CNG), propane, hybrid, and electric automobiles, sport utility vehicles (SUV), light duty trucks, medium duty trucks, heavy duty and vocational trucks, buses, and motorcycles.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

   i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and security interests, and are subject to the terms of written warranties of the manufacturer of the applicable product within the Included Solutions, and Supplier shall use reasonable commercial efforts to assist the Participating Entity in processing all warranty claims that the Participating Entity may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Participating Entity in connection with any claims concerning the Included Solutions supplied hereunder. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Participating Entity upon request. Supplier will pass through all available warranty benefits from the applicable manufacturer to the Participating Entity to the extent permitted by contract or law.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when (i) a Participating Entity accesses Supplier's Included Solutions with United States federal funds and (ii) Supplier has provided its prior written consent.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing

regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient

must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell, arising out of any negligent act or omission or intentional misconduct in the

performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by such negligence or intentional misconduct. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

    a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
        - $1,500,000 each occurrence Bodily Injury and Property Damage
        - $1,500,000 Personal and Advertising Injury
        - $2,000,000 aggregate for products liability-completed operations
        - $2,000,000 general aggregate

    b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

    c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier to the extent of Supplier's indemnity obligations herein. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds but only to the extent of Supplier's indemnity obligations herein.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Genuine Parts Company dba NAPA Auto Parts
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Bret Robyck A34FEA2A641D422...
By: _____	By: _____
Jeremy Schwartz	Bret Robyck
Title: Chief Procurement Officer	Title: Sr. Vice President
Date: 1/9/2025 | 5:34 AM CST	Date: 1/8/2025 | 3:33 PM CST

RFP 100124 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name:	Genuine Parts Company dba NAPA auto Parts
Does your company conduct business under any other name? If yes, please state:	NAPA Auto Parts
Address:	2999 Wildwood Parkway Atlanta, Georgia 30339
Contact:	Don Lachance
Email:	don_lachance@genpt.com
Phone:	404-386-4157
Fax:	404-386-4157
HST#:	580254510

Submission Details

Created On:	Tuesday August 13, 2024 07:35:16
Submitted On:	Friday September 27, 2024 14:12:03
Submitted By:	Don Lachance
Email:	don_lachance@genpt.com
Transaction #:	7c568b36-caba-405c-ad6c-adc50f0b6edb
Submitter's IP Address:	136.228.217.83

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Genuine Parts Company dba NAPA Auto Parts 2999 Wildwood Parkway Atlanta Georgia 30339	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	NAPA Auto Parts locations Nationwide. All 6000 NAPA Auto Parts Stores will delivery solutions for this contract. Genuine Parts Company dba NAPA Auto Parts Headquarters will facilitate the management of the administrative fees, reports and legal documents needed for the contract.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	DZ8RD2EBBMK5	*
5	Provide your NAICS code applicable to Solutions proposed.	423120	
6	Proposer Physical Address:	Genuine Parts Company 2999 Wildwood Parkway Atlanta Ga. 30339	*
7	Proposer website address (or addresses):	www.genpt.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Bret Robyck Sr. Vice President 2999 Wildwood Parkway Atlanta Ga. 30339 Bret_Robyck@genpt.com 678-934-5166	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Don Lachance National Sales manager Government Fleet 2999 Wildwood Parkway Atlanta Ga. 30339 Don_lachance@genpt.com 404-386-4157	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Genuine Parts Company, founded in 1928, is a Fortune 200 (NYSE: GPC) service organization engaged in the distribution of automotive replacement parts, industrial replacement parts and electrical/electronic materials. In 1928, Carlyle Fraser founded GPC with the purchase of Motor Parts Depot in Atlanta, Georgia for $40,000. He then renamed the parts store Genuine Parts Company. The original GPC store had annual sales of $75,000 and had only six employees. Over the last 96 years, GPC, in relationship with NAPA, has grown rapidly as the number of independent car repair garage shops has increased. From the beginning, GPC stressed swift, reliable service to outflank the competition. GPC has continued to grow through the acquisition of other companies in the automotive and industrial industries. Today, the Company serves tens of thousands of customers from more than 3,600 operations in the United States, Canada, Mexico, Australia, New Zealand, Indonesia, Singapore, France, the U.K., Germany, Poland, the Netherlands, Belgium, and China and has approximately 50,000 employees and annual revenues exceeding $21 billion. With more than 96 years of distribution expertise, GPC's commitment, and reputation for just-in-time service position us as a critical partner in our customers' success.	*
12	What are your company's expectations in the event of an award?	Our expectations are to engage our 6,000+ company owned and independent NAPA stores and 52 distribution centers across the US to train their sales team on the benefits of our Sourcewell contract and how to reach out to current and potential members regarding their aftermarket parts needs. Additionally, we plan to service Sourcewell members with national coverage (U.S.) in the category by providing them new equipment to meet their shop equipment needs. NAPA Canada is under the GPC umbrella, but operates as a separate entity. We feel that Canadian Sourcewell Members can utilize this response. Pricing will be different in terms of the currency and other variables. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada. Between NAPA US and NAPA Canada, we attend dozens of industry events each year that allow us to promote our solutions and our contracting options through Sourcewell. The Sourcewell partnership will be a large part of our marketing and promotional focus over the life of the contract.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	GPC has had 96 years of profitable growth and 65 years straight of increased dividends to our Stock Holders. Our company results are made public and are posted under the Investor page at www.genpt.com. We have also included our 2023 Annual Report in the attached documents for this RFP.	*
14	What is your US market share for the Solutions that you are proposing?	NAPA Auto parts has a 9% market share of the overall Automotive parts sales in the US.	*
15	What is your Canadian market share for the Solutions that you are proposing?	NAPA Auto parts has approximately 6% of the Canadian Automotive parts market.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None, There have been no Bankruptcy proceedings for Genuine Parts Company dba NAPA Auto Parts	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Our company is both a distributor/dealer/reseller and a service provider with respect to this contract and is authorized to act as such for the products and services proposed in this RFP. a) Distributor/Dealer/Reseller: GPC/NAPA has an internal supply chain of NAPA branded aftermarket parts and supplies that we distribute through our 52 distribution centers and 6,000+ retail stores in the US and eight distribution centers and 600+ retail locations in Canada. These stores are a mix of company-owned and independent locations that exclusively are authorized to distribute aftermarket NAPA branded parts. The NAPA catalog of parts contains more than 565,000 SKUs of automotive parts, supplies, tools and equipment. Our network of 52 distribution centers and 6,000 retail stores (4100 independent and 1,900 company) are the only authorized distributor and reseller of the parts that we propose in this RFP. Our 4,100 independent stores will all be bound by this agreement and will be authorized to sell per our Sourcewell contract, should we be awarded. b) Not only is NAPA a distributor of parts, but we leverage our distribution chain that gives nightly access to inventory at all distribution centers, parts delivery services, and our relationships with vendors that allow Sourcewell customers to order directly when needed to support their fleets.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	GPC has all the licenses necessary to purchase, warehouse, transport and distribute for the commerce contemplated in this RFP. We hold these licenses and certifications in Canada, all 50 States in the US, Guam, Mexico, Australia, and Europe for the products we distribute and services we provide throughout these countries.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	GPC has not been suspended or disbarred from the delivery of parts or services outlined in this RFP.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In 2021 NAPA Auto Parts automotive division and our Integration business operations combined to win the 2021 Legacy award with Sourcewell. In 2019, Jett Kuntz, Vice President of NAPA IBS, was awarded the Sourcewell Pioneer award at Sourcewell's H20 conference for his vision, commitment and drive to grow our current contracts with Sourcewell. In the last five years, our contracts have grown exponentially through Jett's and the NAPA Fleet team's commitment to cooperative purchasing. In their press release announcing the award, Sourcewell stated: "Jett has supported Sourcewell's mission beyond cooperative purchasing. He shows great respect for other people in a manner that is rarely as authentic and genuine. He is committed to the cause, confident in supporting what they commit to, and willing to go where others cannot see a way. And like the other Sourcewell Pioneers, he has always been willing to share information and ideas with fellow vendors to help them grow their contracts. He was part of our 1st Vendor Advisory Committee and remains an active committee member helping guide our growth and represent the vendor voice as we plan for Sourcewell's future." Our parts supply business is also awarded with the successes of our customers. Over the past decades our NAPA customers have received hundreds of local and national awards. In Government Fleet Magazine's 2019 Leading Fleet Awards, dozens of fleet organizations received awards of operational excellence and have attributed part of their success to NAPA. These awards are given to the best fleets for their use of industry best practices, forward-thinking initiatives and in many cases revolutionary contracting solutions. This is one of the highest honors in government fleet business.	*
21	What percentage of your sales are to the governmental sector in the past three years?	In the past three years, we have exceeded 15% percent of our Automotive Fleet Parts Group sales in the government sector.	*
22	What percentage of your sales are to the education sector in the past three years?	Of our government business, approximately 12 percent of our sales are in the education market (K-12, Higher Education).	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Sourcewell-Aftermarket Parts and IBS $160,000,000 NASPO ValuePoint -Aftermarket Parts, Tools & Equipment $56,000,000 E&I Educational Cooperative $1,000,000 Texas BuyBoard - Aftermarket Parts Oils & Lubricants $1,000,000 Axia $1,000,000 ST of GA $15,000,000 St of TN $6,000,000 ST of WA $10,500,000 ST of NJ $6,800,000 ST of MA $6,500,000 ST of VA $4,500,000 ST of LA $4,600,000 ST of CA $5,800,000 ST of WV $4,000,000 ST of CT $3,000,000	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GPC/NAPA holds no GSA schedules at this time.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of California	Yolanda Tutt Department of General Services Procurement Division	279-946-8401	*
State of Georgia	Mary Zirock Chief Procurement Officer	404-631-1218 mzirock@dot.ga.gov	*
City of Sacramento, CA	Mark Stevens Fleet Manager	916-808-5869 mstevens@cityofsacramento.org	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Total Estimated U.S. & Canada GPC Employees = 51,000 We have a national Sourcewell sales initiative managed through Don Lachance, NAPA's government fleet sales manager. Our 52 distribution centers also have dedicated Territory Sales Managers, Commercial Sales Managers and Wholesale Managers, comprising 400+ sellers directly in the market. Finally, our 6,000+ NAPA stores have their own direct sales teams to help promote Sourcewell opportunities. All in, NAPA has more than 7,000 people who have a responsibility to promote and sell the Sourcewell contract in the U.S. and Canada.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	GPC in 2024 owns and operates 52 distribution centers located throughout the United States that have return privileges with most of their suppliers, which protects GPC from inventory obsolescence. These distribution centers are located in 40 states and service approximately 1,900 domestic company-owned NAPA AUTO PARTS stores located in 45 states and approximately 4,100 independently owned NAPA AUTO PARTS stores located in all 50 states. NAPA stores, in turn, sell to a wide variety of customers in the automotive aftermarket. Collectively, these independent automotive parts stores account for approximately 55% of the total U.S. APG sales and 20% of GPC's overall total sales. When a Sourcewell member customer orders a part, directly or online, the first resource to fulfill that request will be the nearest NAPA servicing store. If the part is in stock, it will be delivered to the customer within an agreed upon time frame, and maybe included in a daily/nightly shuttle delivery. If the part is not in stock at the nearest store, secondary and tertiary NAPA stores will be sourced from and the part will be included in a one-off or scheduled delivery. In situations where the part is not available at any nearby NAPA stores, our Distribution Centers carry millions of dollars of inventory that can be used to fulfill the request. As a final resort, we can always contact the part manufacturer directly to explore direct sourcing options. In all situations, there is a local team of sourcing experts who are dedicated to fulfilling all requests by Sourcewell members	*
28	Service force.	As mentioned in our response to Question #26, we have more than 51,000 people dedicated to ensuring the parts Sourcewell customers need are available and delivered on time across the US and Canada. From a product availability standpoint, having 52 DCs enables NAPA to provide product as close to the customer as possible in most states including Alaska, Hawaii, and most US Territories. This is facilitated through the DC delivery process of deliveries to all 6000 stores a minimum of 5 times per week. NAPA uses a process of vehicle registration and product data to stock our DCs and stores by ZIP code. This ensures that we have a market specific product mix in each of our stores. NAPA 's DCs have on average $6 -$ IOM in inventory. Store sizes vary in size and scope, but with 6,000 in the US alone, we have one of the best store footprints in the automotive aftermarket. NAPA has 6000 thousand stores with between 2 and 6 delivery vehicles per store servicing the Sourcewell members and hundreds of tractor trailers delivering to the stores each night. Our personnel in each distribution center provide a comprehensive mixture of sales and product specialists that are available to service Sourcewell members. The list below illustrates the positions and the individuals focused on the sales and services contemplated in this RFP: • Sales Manager • District Manager • Wholesale Manager • Business development Managers • Major Account Government Sales Manager • Territory Sales Managers 3 to 5 • Business Development managers (Outside Sales Representative) one per GPC owned store, 2 to 25, depending on the number of company-owned stores • Store Sales Counter people • Independent NAPA store owners, outside sales, and counter people In total, there are nearly 10,000 people involved in the distribution of parts to, and customer satisfaction of, all of our Sourcewell member partners. The following is a look at the overall process flow for selling and managing Sourcewell contracts, along with which teams are involved at each stage: 1. NAPA HQ team sets standard operating procedures. 2. Sales force promotes the contract to customers. 3. Service force executes contracts and opens and manages sites. 4. Marketing team conducts regular business reviews to promote contract retention. 5. HQ team ensures compliance, reporting and overall growth	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders will go through the local servicing NAPA stores. Via Electronic ordering, phone, fax or a walk in visit to our NAPA store. Orders and returns will follow the same process through the servicing NAPA store.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service program begins when the customer places an order and stays involved throughout the lifecycle of each order and the overall contract. When customers place an order directly with their servicing NAPA store, online via NAPA ProLink, or through a punch-out in their enterprise system, customer service functionality is built into the process to address questions and issues as they arise. When it comes to delivery times, NAPA's standard metrics are as follows: • In-Stock Parts Ordered Delivered within 60 minutes or less • Non-Stocked Parts Ordered Delivered the next day • Rare or Special Parts Ordered Delivered within 2 days NAPA has a special delivery feature that other providers do not offer. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal. For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS. NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. Finally, our customer service program continues after the purchase to support warranty claims on qualified products, as well as core credit and return processing. In the case of such types of return transactions, NAPA's local team is there to facilitate the process with the local NAPA DC or directly with product manufacturers to get each Sourcewell member the parts they need and the credits they are owed.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	GPC/NAPA is a current Sourcewell contract holder and is able and willing to provide all parts and services expressed in this RFP. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here. We have outlined our service and distribution network in several questions so far, so we would like to discuss our ability to promote this contract, if awarded. We have learned that educating our dealer locations on the specifics of the Sourcewell contract and their responsibilities to seek out lists of target Sourcewell contracting agencies is the first line of success for NAPA and Sourcewell. We also have a headquarters support network that helps us stay on track with our commitments to Sourcewell and its members by monitoring contract activity and promoting the cooperative purchasing message across our entire enterprise. The ability to provide these products and services starts and ends with effective communication and execution of the program to our 6,000 stores that deliver the value to Sourcewell members daily.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	NAPA Auto Parts (UAP Inc.) has a wealth of resources, both in the field and in the office across Canada to implement large agreements such as requested by Sourcewell. We have resources at our head office in Montreal as well as in each region including the Pacific/West, Ontario, Quebec and the Atlantic. NAPA will allocate the necessary resources to ensure Sourcewell's needs are met. Across Canada, we have over 4,800 full-time direct employees servicing our stores, distribution centers and offices. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here. The NAPA Auto Parts Division is a network made up of automotive parts and accessories stores and paint and body product stores. We have nearly 600 NAPA Auto Parts stores across Canada and over 50 NAPA CMAX Paint and Body Shop Supply Stores. It also includes 8 distribution centers across Canada including the Atlantic, Quebec, Ontario, West and Pacific regions. Including 1 logistic center in Long Sault, Ontario. Napa will be supporting the Sourcewell contract amongst 4 regions across Canada: Atlantic, Quebec, Ontario and the Western region. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	NAPA has a strong presence in every region and is fully capable of serving the entire US and Canadian geographical locations described in this RFP of current and future members and represented associations. NAPA has a national presence from coast to coast across both the US and Canada. Thanks to our 6,000-store US and 600-store Canadian network and our strategic distribution center locations, we can meet all members' needs in a short amount of time, wherever they are operating	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	NAPA stores will cover all 50 states and all areas in those states with same to next day service. NAPA also services all 10 provinces in Canada through this contract with 600 NAPA Canada/UAP stores that can offer the same services at the Canadian pricing provided in this RFP	*

35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no general contract restrictions that apply to any location in the US that NAPA services, including Hawaii, Alaska and US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Depending on the entity and there qualifications as a non-profit we can extend terms to non-profits but many Master agreements do not offer contract abilities and pricing to non-profits as Sourcewell does. We rely on Sourcewell for most of our Non-profit Master agreements.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	NAPA's general marketing program strategy to promote the contract nationally will be to provide a full array of marketing flyers, sales sheets, and announcements through announcement bulletin utilization for both the new award and updates during the contract period. The implementation of those aspects will bring visibility to the Sourcewell member in our stores through the mobilization of our field sales force. Specific training videos have already been put in place in support of the contract we currently have to train sales management, store owners, outside salespeople, and store employees. This training will directly increase the marketability of the contract throughout our sales organization. Co-branding of our logos will be incorporated on these pieces to inform the recipients of our "regular" marketing collateral to inform that NAPA is a Sourcewell contract holder. If awarded, Sourcewell contract details will be communicated through our national bulletin process. This program bulletin communicates to all 6,000 stores, Field Sales Management, and all direct sales teams the specifics of the new contract, the contract pricing, and the intent of the program through the contract award. Once published, the bulletin will be available through our internal website entitled NAPA Connect. This site is where all stores and field management go to see and understand all the national account programs that NAPA provides to its stores. If awarded, Sourcewell will continue to be classified in our national account programs. NAPA has a great deal of system or legacy knowledge built into our culture based on the number of years that we have enjoyed the contractual relationship, but our communication will not take that for granted. NAPA has a national team dedicated to marketing and growing our most important contracts, including everything Sourcewell. In addition to training this team on selling the value of our Sourcewell contract, we have headquarters-driven digital and print marketing efforts as well. Below are several examples of our available marketing materials and efforts and samples will be provided as attached documents. • Salesforce.com – customer relationship management software that has been customized to track communications, lead progress, contract status, success metrics and more for Sourcewell prospects and existing customers. This allows our sales team to sell the program more efficiently. • Print Materials – marketing materials available to our sales team and customers include Sourcewell customer case studies, Sourcewell benefits and process flyers, customer information packet content and more. • Presentation Materials – our team has access to a predeveloped suite of digital content and presentation materials (PowerPoint slides) that promote the benefits of implementing Sourcewell contracts. • Video Content – we are in the process of developing specific video content that discusses Sourcewell opportunities with existing IBS customers using the contract. These videos will be available for use in presentations, on our website, on social media and more. • Fleet Industry Events – NAPA sales and marketing experts attend more than 50 industry events across the US and Canada each year and we make specific efforts to promote the Sourcewell contract at each one where it applies. Some of the most significant industry events we attend on a regular basis include: National Events o NAFA I&E www.NAFA.org o Government Fleet Expo (GFX) www.governmentfleetexpo.com o Fleet-Con presented by Fleet Pros www.Fleet Pros.org Regional Events o Florida Association of Government Fleet Administrators (FLAGFA) www.FLAGFA.org o Georgia Association of Pupil Transportation (GAPT) www.GAPTonline.org	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	NAPA Marketing employs a team of experts dedicated to effectively driving web traffic to various NAPA websites that promote our products and contract opportunities. The team uses search engine optimization strategies, including site metadata, to reach the widest possible audience of qualified decision makers for Sourcewell entity prospects and current members. Social media, such as LinkedIn, is an avenue we use to both network with fleet decision makers who we can educate about Sourcewell and promote events that we will be participating in. We further participate on event websites, in digital newsletters and email blasts and mobile apps. We also promote customer and vendor awards that tie into our Sourcewell offering to grow awareness and interest in the contract. All social media efforts are tracked so we can optimize our performance with respect to driving interest in this contract.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We feel it is our job to educate our sales team on Sourcewell and make it an integral part of the way they sell our aftermarket solutions to governments. The materials and tools we provide to our team have been developed specifically to this end and every applicable customer we meet with is presented the Sourcewell contract option. While we will continue to drive the success of this partnership, there are clearly defined ways in which Sourcewell can help the marketing effort: • Marketing Materials – Sourcewell can provide materials that help train our specialists and educate our customers on the benefits and procurement process of using Sourcewell contracts. • Continuing Education – provide our team with access to Sourcewell knowledge through online training, live and digital seminars, trade show involvement and personal consulting via phone calls with your team. • Government Contacts – supply direct access to government fleet and procurement decisionmakers who have expressed interest to you in the Sourcewell contract. • Legislation – continue to drive legislative approval across the US and Canada for the ability to adopt Sourcewell contracts	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, our products are available through e-procurement and other digital platforms and we have a large number of government customers using these ordering vehicles today. The following are a few of the most common digital methods used to order from us: • NAPA Online: Our primary online ordering portal, www.NAPAOnline.com offers a catalog of more than 560,000 parts and supplies that are available to Sourcewell members today. Ordering online allows stock and hot-shot orders to be placed by an agency and fulfilled through the local servicing NAPA store or distribution center in the most timey way possible. • NAPA ProLink: NAPA ProLink is another exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or distribution centers. It gives the customer direct digital access to our catalog of more than 560,000 SKUs, all available on this contract. • Enterprise E-Procurement: NAPA has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Product training on all diagnostics available through NAPA AutoTech program and available online at www.NAPATraining.com. This is a fee-based training comprehensive program for classroom and web. Training / maintenance offered by most NAPA suppliers, much at no cost. No training is standard as expertise will vary from one employee to another, all training is to be scheduled and discussed. All NAPA Tools & Equipment suppliers offer suggested maintenance procedures for products sold. This would include proper installations, safety procedures and contacts for on-site installations. NAPA provides training on many levels. Technician Training: a. Designed for the professional technician. b. Provided by professional certified trainers c. Shop Management Training d. Designed for the professional technician, shop managers e. Provided by professional certified trainers	*

42	Describe any technological advances that your proposed Solutions offer.	NAPA's proposal covers multiple technological advances in the following: • Electronic Ordering • Product Information • Diagnostic Repair • eProcurement • Audit process • Mechanical Shop and Body Shop Estimators • System integration, Shop management integration, ordering - NAPA currently integrates with dozens of shop management programs • ProLink is one of the industry's best electronic ordering interfaces. It provides catalog lookups, part images, and job "kits", recalls last and common orders, and loads specific vehicles (which are perfect with fleets with the same type vehicles) and more. • ProLink shows parts price and availability at the local NAPA store, as well as the store's supplying DC ProLink can be used to compare contract price with that of list so that price verification can be utilized at the time of ordering eliminates the need for calling and faxing; ordering is done online. NAPA can work with government agencies to provide special pricing on Mitchell On Demand: • This is a web and PC based program that aids Sourcewell members to estimate repairs for authorization. • Provide OE repair procedures and diagnostic aids. • Track labor and supplies to a specific asset. • Color wiring diagrams • Technical specifications that include optional Medium and Heavy Duty applications • Flow Charts • Technical Service Bulletins • Maintenance Schedule	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Our full Corporate Sustainability Plan will be provided as an attachment to this proposal. It is also available on our Sustainability page on www.genpt.com. Environmental stewardship is an integral part of who we are and how we do business. Our commitment to protect and preserve the environment focuses on high-impact areas where we can make a measurable difference for our teammates, suppliers, customers, communities and investors. RCI-Safe Solutions -Our Sustainability partner - has officially launched GPC's sustainability awareness efforts. Look for GPC's new GROW program to highlight specific environmental efforts made by employees. The GROW program focuses on targeted campaigns that emphasize personal responsibility and spotlights GPC's environmental heroes. GROW promotes a renewed approach of how to Reduce, Reuse and Recycle. GPC has the following priorities in place in terms of our Green Program • Reduce Air Emissions/Efficient Delivery Routing • Identify Pollution Prevention Opportunities • Communicate the Message • Practice Water Conservation • Reduce Fuel Consumption • Minimize Operational Waste • Implement Energy Conservation • Provide Green Products and Services NAPA Markets and Sells Many Green Initiative Products • Smart Washers • Challenger Water In-Ground Lifts • 3M lead free wheel weight system • Schumacher solar battery charger/maintainers • Energy Logic - waste oil burners • Vortex waterborne auto paint - no solvents • Valvoline Next Gen oil - made with recycled oil • Recycled Batteries, remanufactured electrical and steering components NAPA also has a detailed sustainability plan that is monitored and reported on annually. One of the three pillars of this plan is environmental sustainability and some of the results we have achieved are as follow: NAPA Fleet Management • Recycles more than 20 tons of tires annually • Recycles more than 3,500 gallons of oil annually General Recycling • More than 7,800 lbs. of cardboard annually • More than 6,400 lbs. of other waste annually Energy Efficiency • More than 750 lighting retrofits completed that reduced more than 52 million lbs. of CO_2	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please see our complete Sustainability guide attached to this RFP response. At this time, our sustainability reporting is aligned to SASB and TCFD frameworks. We continue monitoring the regulatory landscape in the U.S. and internationally, including the recent proposed rule from the U.S. Securities and Exchange Commission (SEC) to mandate standardized ESG disclosures for public companies, as well as the Corporate Sustainability Reporting Directive (CSRD) rules in Europe. We will update our approaches and reporting to comply with regulatory changes as they occur.ustainability page at www.genpt.com.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	GPC has the capability to offer the following custom and unique value adds. • Integrated Business Solutions: existing Sourcewell Contract • Motion Industries ~4,800,000 SKUs of MRO and Industrial components and supplies to 150,000 MRO and OEM Customers through 10 distribution centers, through ~470 branches and 53 Service Centers, www.motionindustries.com o NAPA Filters - www.napafilters.com, o NAPA Heavy Duty - www.napaonline.com o NAPA Undercar, www.napaonline.com o NAPA Electrical Sales and Under hood, www.napaonline.com o Martin Senour~ Paint, www.martinsenour.com o Balkamp, www.balkamp.com o NAPA Tools and Equipment, www.napaonline.com o NAPA Brakes, www.napabrakes.com o NAPA Heating and Cooling, www.napabeltshose.com • NAPA TRACS- Total Repair Automotive Computer System – powerful estimating, technical information and shop management solutions – www.napatracs.com • IBIZ – described above www.napaibiz.com • NAPA AutoCare Centers, www.napaautocare.com Largest network of independently owned automotive technicians in the US. ~15,000 automobile, truck, and collision centers MIC- Market Place Inventory Classification This is the process that uses RL Polk data and additional registrations of fleet and leased vehicles in all NAPA markets to determine proper stocking levels in stores and DCs. This means less downtime at the Sourcewell Member's repair facility due to NAPA having more and more of the right parts on the shelves. Mitchell 1, and Mitchell On Demand - Described above – www.mitchell1.com As mentioned, one of the most unique features of our service is the ability to integrate a customer's fleet software/work order management system into our inventory platform. This kind of integration seamlessly shares data between the two interfaces and allows work order, parts order, vehicle status, billing, reporting and other data to pass automatically between the two. This increases technician productivity and data accuracy by letting the customer know exactly where their parts are and attaching every part ordered to a specific unit and work order. Some of our integrations even perform automated invoice reconciliation, extending the benefits beyond the shop and into customer administrative and accounting departments. Some examples of our most successful integrations with third-party software systems available today include AssetWorks (FA, M5), Faster, RTA, Dossier, Chevin and many more.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Genuine Parts Company is a publicly traded corporation. Thus, we are not a WMBE or SBE. However, expanding opportunities for small and women and minority owned businesses is important at NAPA. A strength of the NAPA capabilities for this RFP is that we are not all corporate stores centered around a large corporate office, but we are a collection of thousands of small businesses that can support the Sourcewell contract and its members' purchasing goals. Our main distribution and sales channel to Sourcewell members and prospective members will be through our 6,000 retail outlets, 4,500 of which are independently owned and operated NAPA Automotive and Truck Parts stores. Based on the size and geography of these locations, many may be qualified as SBEs, WBEs, DBEs and some in HUB Zones. As a corporation overall, we still maintain strict guidelines on diversity and inclusion in our operations. Our commitment to—and appreciation for—diversity and inclusion at Genuine Parts Company is a part of everything we do. You can see it every time we interact with customers, collaborate with colleagues and partner with members of the community. Across our Company, we value diversity and benefit from the exceptional insights, talents and experiences of our workforce. We believe that by embracing the differences and similarities of each individual, the work environment improves for our employees and enhances our overall business performance
47		Minority Business Enterprise (MBE)	○ Yes ◉ No	
48		Women Business Enterprise (WBE)	○ Yes ◉ No	
49		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	
50		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	
51		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	
52		Small Business Enterprise (SBE)	○ Yes ◉ No	
53		Small Disadvantaged Business (SDB)	○ Yes ◉ No	
54		Women-Owned Small Business (WOSB)	○ Yes ◉ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Payment Terms are net 30 days, Payment methods are Check, ACH, or credit card	*

56	Describe any leasing or financing options available for use by educational or governmental entities.	NA	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	A copy of our Invoice document that is used on all transactions has been uploaded to the Documents section of this RFP. Standard documents or forms for ordering are also offered on our Prolink site for electronic ordering, and are included in the Prolink site that the customer will use and have a secure login and password specific to each user. NAPA can adapt and customize the process per the request of the entity.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAPA accepts P-card payment with no additional charge to the end user.	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	NAPA's pricing model is a product category discount off list price. As NAPA has with previous contracts, we will continue to offer a competitive nationwide ceiling price for Sourcewell members. NAPA's list prices on individual products shall increase and decrease throughout the term of the contract. The pricing profile/methodology category Discount percentage shall, however, remain firm. NAPA passes on both price increases and decreases it receives from its suppliers on to the Members. NAPA cannot provide written notice to Sourcewell every time an individual product increases in price. The attached Sourcewell 9074 Price Profile will be implemented at the store level to all members that choose to utilize the Sourcewell contract. This pricing will be available at all company-owned and independent NAPA stores across the US. The pricing provided by NAPA Canada differs from that provided by NAPA US but is based off of a similar model and will apply across Canada as the US pricing does across the US. A copy of the List less Discount sheet attached.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As a list less discount percentage for parts by category for over 560,000 parts the discount range is 46% to 72% off list price depending on the item category.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Special volume discounts and/or rebates may be offered on an individual basis, depending on the individual circumstances and the potential volume of the Sourcewell member. NAPA may offer special one-off pricing for volume or stocking orders if requested by the Sourcewell member. These prices will be handled on an individual basis and they will not exceed the contract price.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	NAPA agrees to deliver from time-to-time sourced goods and services to be sourced and shall include all actual net costs including our actual cost and inbound shipping, plus a maximum 25 percent additional margin. This cost plus will be calculated and agreed upon between the Sourcewell member and the local NAPA store on a case-by-case basis	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Generally, parts and equipment are provided at the cost specified in our pricing list. NAPA does not charge Sourcewell members freight costs for standard stocking parts. Additional costs may be incurred for items outside of hard parts, such as special order shipping, training, equipment installation, etc. but these are typically nonstandard line items.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	As stated in Question 63, freight is not charged on NAPA parts, barring special requests or orders. However, if a part needs to be expedited for an emergency situation, the process is very simple. The agency lets us know the timeframe of the need, NAPA reaches out to our freight partners to estimate the cost, NAPA informs the agency of the charge and, with approval from the customer, we will agree to ship the part. In this case, the freight charge will be added to the invoice for that part as a separate line item for complete transparency.	*

65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As we have a local presence in Alaska and Hawaii, there are no different terms or programs for these regions than in the continental US. Customer delivery distance from the servicing store will affect freight charges, but not differently in those regions. Exchange and returns are the same. In Canada, deliveries of products will be made free of charge. Freight charges may apply to garage equipment and emergency orders of automotive parts and accessories in which case Sourcewell members will have first agreed to the additional freight charges. Additional shipping costs are determined on case-by-case basis and are dependant on the items being shipped. It typically affects larger items (i.e. hoists) where costs are determined at the time of sale. NAPA works with our supplier network to provide a delivery method to “Drop Ship”. In certain circumstances, such as large quantities or large products, it is a method we can offer to Sourcewell members. Offshore shipping will be established as “as needed” and agreed to by the NAPA store and the Sourcewell Member	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NAPA has a special delivery feature that is exclusive to NAPA stores. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal. For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter’s manufacturer and have the part shipped directly to them, even next day, via UPS. NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. The huge advantage of this program for Sourcewell members is that it harnesses access to inventories not only at local NAPA stores and distribution networks across the entire country, but through our manufacturers as well, all with one click or call	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	NAPA self-audits both our contract pricing to Sourcewell members and our sales reporting and administrative fee paid to Sourcewell each quarter. Contract Price Compliance Self Audit: NAPA has developed programming that will at the end of every quarter take the sales by Sourcewell members and compare them to the profile price. This new programming will enable for exception reporting to be accomplished so that NAPA will ensure that each equipment order is in contract compliance. Quarterly Sales Reporting and Administrative Fee Self Audit: To ensure that NAPA reports all sales under the contract each quarter and that NAPA remits the proper administrative fee to Sourcewell, a quarterly process has been instigated to ensure that all entities under contract have been flagged and reported appropriately	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Currently and if awarded NAPA uses a special system called TAMS within all 6000 NAPA stores that is turned on for each Sourcewell entity that utilizes this contract.they are given an accout# and registered in our RAM system to track all daily sales transactions that are placed. All sales are measured month to date and year to date over previous time periods to track success and growth.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	U.S. Operations: NAPA will pay Sourcewell 2% of net qualified purchases for the entire contract period (if awarded). NAPA shall issue contract fees to Sourcewell on a quarterly basis based on total qualified net sales of all registered Sourcewell members that NAPA US operations sell to for that period. The 2% administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter. Canadian Operations: On any direct Sourcewell contracts in Canada, not involving any other associations or cooperative contracts, NAPA Canada will pay Sourcewell the same 2 percent administrative fee on all qualified NAPA parts purchases. The administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Yes, The pricing offered in this proposal is as good or better than than pricing typically offered through existing cooperative contracts.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	NAPA distributes replacement parts (other than body parts) for substantially all motor vehicle makes and models in service in the United States, including imported vehicles, trucks, SUVs, buses, motorcycles, recreational vehicles and farm vehicles. In addition, GPC distributes replacement parts for small engines, farm equipment and heavy-duty equipment. Our inventories also include accessory items for such vehicles and equipment, and supply items used by a wide variety of government customers in the automotive aftermarket, such as cities, counties, states, K-12 districts and higher education institutions. We offer light-, medium- and heavy-duty parts for municipal departments like police, fire, sanitation and public works as well as people transportation parts used in universities and public transit agencies. No matter the part, we are able to provide the supply chain to get Sourcewell members the products they need when they need them. Please see our NAPA product line card included as a supplemental upload titled: Marketing Materials. NAPA has 52 distribution centers that service 6,000+ retail stores nationwide. They contain more than $1 billion of fleet parts and other replenishment inventory for our network nationally. NAPA stocks more than 560,000 aftermarket parts and items with same day and next day delivery. We can provide inventory, distribution, and local support in any area of the US and our network is available 365 days each year to get Sourcewell members parts efficiently. Our network starts with the 4,100 local, small business NAPA stores that support your members in the areas where they operate. This helps us place a strong emphasis on supporting local businesses. In addition, we have the strength of our 1,500-store corporate-owned distribution network backing up the NAPA program across the country. These stores have the financial support of NAPA headquarters and are key hubs in providing reliable staffing and distribution to Sourcewell members. All our stores, regardless of ownership, can source and stock the products that your agencies need. Within these stores are tens of thousands of fully trained employees who are familiar with the processes of servicing large cooperative and other major accounts. They provide full support to government agencies ordering from them today and are ready to take on the increased business that this contract would bring. When it comes to ordering, parts orders may be placed via phone, email, walk-in or electronically depending on the individual agencies' preferences and capabilities. Advance orders may either be held for will-call pickups or delivered via an agreed upon supply schedule. Our program is designed to allow each Sourcewell member the ability to do business in the ways that suit them best. Sales receipts for all orders include all the information that would be provided on an invoice, including account number, item descriptions, quantities, price, PO# if requested by the individual member and date and time of order NAPA offers custom orders and can source almost any OEM or Aftermarket part worldwide. Our store create custom hoses and hydraulics for an array of vehicles. Some NAPA stores still offer machine services to refurbish some parts.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	NAPA is able to provide all product categories listed in Table 14B, including: • Air conditioning, heating, cooling, and climate control • Alternators, starters, batteries, electrical, and ignition systems • Bearings - ball and roller • Belts, hoses, gaskets, and seals • Brakes • Bumpers, body, cab, and chassis parts • Emission and exhaust • Engine and drive train • Filters - oil, fuel, air, and transmission • Oils and lubricants - regular and synthetic • Pumps - fuel and water • Safety and security systems • Interior and exterior parts and accessories • Lamps, lighting, mirrors, and wiring • Pumps - fuel and water • Suspension, shocks, struts, and steering • Wipers and washers • Heating and cooling (engine) • Vehicle paint and primer • Tools and equipment • Heavy Duty parts

Table 8B: Depth and Breadth of Offered Solutions

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Category or Type	Offered *	Comments	
73	Air conditioning, heating, and other climate control	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide	*
74	Electrical (alternators, starters, batteries, ignition systems, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide. Including New and Remanufactured products.	*
75	Automotive bearings (wheel, roller ball, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide	*
76	Automotive belts, hoses, gaskets, and seals	(•) Yes ( ) No	NAPA stocks high quality Gates Brand Belts and Belts in all stores and all Distribution centers.	*
77	System components (brakes, rotors, calipers, lines, ABS, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds and levels of Brakes, Pads and Rotors in this category at all 6000 NAPA Auto Parts Store Nationwide and offeres good better and best options for the user as well as Heavy duty truck parts.	*
78	Body and crash (parts, bumpers, cab, chassis, door, panels, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide	
79	Exhaust systems and emission parts	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
80	Engine and drive train (Internal Combustion Engine)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
81	Engine and drive train (Hybrid, EV, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
82	Engine heating and cooling	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
83	Filters (oil, fuel, air, transmission, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.NAPA also offers Good better and best items in this category and recommends using Fleet focused products for best durability.	
84	Oils and lubricants (regular, synthetic, blend)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide as well as NAPA branded oils and lubricants.	
85	Pumps (fuel, fluids, water, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.New and Remanufactured pumps are available.	

- Pricing - NAPA Pricing Category Description 9074-Sourcewell.docx - Tuesday September 17, 2024 12:22:53
- Financial Strength and Stability - GPC 2023 Annual Report (1).pdf - Tuesday September 17, 2024 12:00:57
- Marketing Plan/Samples - Sourcewell Announcement Government Agencies (2).pdf - Tuesday September 17, 2024 12:07:27
- WMBE/MBE/SBE or Related Certificates - 2023 GPC Sustainability Report_FINAL.pdf - Tuesday September 17, 2024 12:02:24
- Standard Transaction Document Samples - Order invoice Sample-NAPA.pdf - Friday September 27, 2024 14:04:20
- Requested Exceptions - RFP_100124_Master_Agreement_Aftermarket_Vehicle_Parts__Supplies (1).docx - Wednesday August 21, 2024 10:42:12
- Upload Additional Document - 2023 GPC Sustainability Report_FINAL.pdf - Tuesday September 17, 2024 11:53:34

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Bret Robyck, Sr. Vice President, Genuine Parts Company dba NAPA Auto Parts

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Aftermarket Vehicle Parts and Supplies_RFP100124_DRAFT Wed September 18 2024 09:27 AM	☑	1
Addendum_5_Aftermarket Vehicle Parts and Supplies_RFP100124_DRAFT Mon September 9 2024 04:03 PM	☑	2
Addendum_4_Aftermarket Vehicle Parts and Supplies_RFP100124 Wed September 4 2024 01:26 PM	☑	1
Addendum_3_Aftermarket Vehicle Parts and Supplies_RFP100124 Mon August 19 2024 07:25 AM	☑	2
Addendum_2_Aftermarket Vehicle Parts and Supplies_RFP100124 Fri August 16 2024 07:54 AM	☑	1
Addendum_1_Aftermarket Vehicle Parts and Supplies_RFP100124 Wed August 14 2024 08:43 AM	☑	2

86	Safety and security systems	Yes No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
87	Vehicle interior/exterior parts and accessories	Yes No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
88	Electrical systems (lamps, lighting, mirrors, wiring, etc.)	Yes No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
89	Stabilization system components (suspension, shocks, struts, leaf, camber, swing arm, ball/UV joints, etc.)	Yes No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
90	Control systems components (transmission, differential, traction, etc.)	Yes No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
91	Windshield (wipers and windshield washer components)	Yes No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
92	Vehicle paint and primer	Yes No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
93	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools, and supplies as described in RFP	Yes No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

26-089

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:**	January 20, 2026
Drafter:	Virginia Barela	**Department:**	Financial Services

Title: **A RESOLUTION TO ENTER INTO AN EXISTING CONTRACT PURCHASE AGREEMENT FOR MEDICAL SUPPLIES FOR EMERGENCY MANAGEMENT SERVICES WITH BOUND TREE MEDICAL, LLC OF DUBLIN, OHIO IN AN ANNUAL NOT-TO-EXCEED TOTAL OF $300,000, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-069).**

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

PURPOSE(S) OF ACTION:

Execute an existing contract purchase agreement for public safety medical supplies, equipment, and monitors.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces Fire Department (LCFD) provides both Basic Life Support (BLS) and Advanced Life Support (ALS) to the Las Cruces community. In 2021, LCFD was awarded a New Mexico Public Regulation Commission Certificate of Convenience and Necessity to begin providing ambulance transport. LCFD requires the purchase of medical supplies to provide these emergency management services.

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

Bound Tree Medical, LLC of Dublin, Ohio provides reduced pricing based off Martin County Board of County Commissioners, contract RFB2023-3476 for a term through April 18, 2026, with two (2) one-year options to renew. Increases in population and emergency services provided to Las Cruces and surrounding communities have resulted in an increase in needed medical supplies. The City wishes to utilize this contract to purchase medical supplies for emergency management services with Bound Tree Medical, LLC in an annual not-to-exceed total of $300,000, subject to approved budget appropriations.

SUPPORT INFORMATION:

Exhibit "A" 25-26-069_ECPS_BoundTree

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will this will approve the Resolution to enter into an existing contract purchase agreement with Bound Tree Medical, LLC of Dublin, Ohio in an annual not-to-exceed total of $300,000, subject to approved budget appropriations.
2. Vote "No"; this will deny the authorization to purchase public safety medical supplies, equipment, and monitors in an annual not-to-exceed total of $300,000.
3. Vote to "Amend"; this will modify the Resolution and advise staff of necessary adjustments as deemed appropriate.
4. Vote to "Table"; this could delay the procurement of public safety medical supplies, equipment, and monitors and may negatively impact emergency medical services for the City of Las Cruces.

RESOLUTION 26-089

A RESOLUTION TO ENTER INTO AN EXISTING CONTRACT PURCHASE AGREEMENT FOR MEDICAL SUPPLIES FOR EMERGENCY MANAGEMENT SERVICES WITH BOUND TREE MEDICAL, LLC OF DUBLIN, OHIO IN AN ANNUAL NOT-TO-EXCEED TOTAL OF $300,000, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-069).

The City Council is informed that:

WHEREAS, the Las Cruces Fire Department (LCFD) provides both Basic Life Support and Advanced Life Support to the Las Cruces Community; and

WHEREAS, LCFD was awarded a New Mexico Public Regulation Commission Certificate of Convenience and Necessity to begin providing ambulance transport; and

WHEREAS, LCFD requires the purchase of medical supplies for emergency management services; and

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

WHEREAS, Bound Tree Medical, LLC, provides reduced pricing based off Martin County Board of Commissioners contract RFB2023-3476, for a term though April 18, 2026, with two (2) one-year options to renew.

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

(I)

THAT the Resolution authorizing the City to enter into an existing contract purchase agreement to purchase medical supplies for emergency management services with Bound Tree Medical, LLC , of Dublin, Ohio in an annual not-to-exceed total of $300,000, subject to approved budget appropriations, as shown in Exhibit "A", attached hereto and made part of this Resolution is approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

EXHIBIT "A"

CITY OF LAS CRUCES

EXISTING CONTRACT PURCHASE AGREEMENT

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS (MARTIN COUNTY) CONTRACT NO RFB2023-3476

MEDICAL SUPPLIES FOR EMERGENCY MANAGEMENT SERVICES (EMS)

Pursuant to terms and conditions of Martin County Contract No. RFB2023-3476, dated April 18, 2023, between the Martin County and Bound Tree Medical, LLC (CONTRACTOR), as amended and incorporated herein by reference, the City of Las Cruces (CITY) and CONTRACTOR hereby agree on this _____ day of _____, 2026, as follows:

1. This Purchase Agreement is intended to be an Existing Contract Purchase Agreement in accordance with LCMC Chapter 24, Article I, Sec. 24-4 (24).

2. In a satisfactory and proper manner, the CONTRACTOR shall deliver products pursuant to Martin County Contract No. RFB2023-3476, as set forth in Attachment A, attached hereto and made a part of this Agreement.

3. The effective period of this Agreement shall coexist with Martin County Contract No. RFB2023-3476.

4. In consideration for the satisfactory delivery of products, the CONTRACTOR shall be compensated pursuant to the cost terms of Martin County Contract No. RFB2023-3476. Cost of delivered services shall be paid by CITY within 30 days upon receipt of undisputed invoice.

5. This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico. Contractor shall abide and be governed by all applicable state law, City of Las Cruces ordinances, and laws regarding the Contractor's services or any work done pursuant to this Agreement.

6. The Contractor shall defend, indemnify, and hold harmless the City, its officers, and employees from and against any and all losses suffered by the City, its officers, and employees, and any special claims, liabilities or penalties asserted against the City, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor, subcontractor, subgrantee, or other agent of the Contractor. This covenant shall survive the termination of this Agreement.

7. That in the event any of the provisions of this Contract are violated by the Contractor or by any of his Subcontractors, the City may serve written notice upon the Contractor and, if a surety exists, upon the surety of its intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract; and, unless within ten (10) days after and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. On the event of any such termination, if a surety exists, the City

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

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

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

10. Contractor represents and warrants the following:
    a. No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
    b. Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the City in writing of such conflict.
    c. Termination for Material Conflict. If, in the reasonable judgement of the City, such conflict poses a conflict to and with the performance of Contractor's obligations under this Agreement, or is otherwise a violation of the City's current policy or ordinances, then the City may terminate the Agreement immediately upon written notice to Contractor; such termination of the agreement shall be effective upon the receipt of such notice by Contractor.

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

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

BOUND TREE MEDICAL, LLC

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

for BB 12/11/2025
City Attorney

Attachment A

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR GOODS AND SERVICES

THIS AGREEMENT, effective this 18th day of April in the year, 2023, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR: (hereinafter CONTRACTOR)	Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd. Dublin, OH 43016
Contract Name:	Medical Supplies for Emergency Management Services (EMS)
Contract Number:	RFB2023-3476
Contract Term:	Three (3) years plus two (2) 1-year renewal options (Not to exceed 5 years)
Not to Exceed Amount:	$1,500,000.00 (to all vendors combined over a maximum of 5 years)

WHEREAS, COUNTY has previously determined that it has a need for goods and/or services more specifically outlined in the Request for Bids (RFB) and the Scope of Services; and

WHEREAS, COUNTY solicited competitive bids for such services pursuant to the Martin County bid number referenced on Page 1 of this Agreement; and

WHEREAS, COUNTY awarded the Bid to CONTRACTOR; and

WHEREAS, CONTRACTOR has represented that it is able to satisfactorily provide the services and or materials according to the terms and conditions of the RFB, which is incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The CONTRACTOR hereby agrees to provide the COUNTY with goods and services, as requested and more specifically outlined in the Scope of Services attached hereto and made a part hereof as Exhibit A, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement, including any additional contract terms contained herein.

2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Bid or as set forth herein.

3. Term of Agreement/Option of Renewal. This Agreement shall be in effect from the date of execution and for the term and agreed upon renewal options indicated on Page 1 of this Agreement. This Agreement may be extended subject to execution of a written agreement between the COUNTY and CONTRACTOR for up to 90 additional days beyond the term and agreed upon renewal options. This option shall be exercised only if all prices, terms and conditions remain the same, or decrease.

4. Amendment of the Agreement. This Agreement may be amended only by mutual written agreement signed by the parties. No statement, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or is binding upon any of them. The parties acknowledge that this agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

5. Assignment/Subcontracting. The CONTRACTOR shall perform all services and provide all goods and equipment required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the COUNTY. In the event of a corporate acquisition and/or merger, the CONTRACTOR shall provide written notice to the COUNTY within thirty (30) business days of CONTRACTOR'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the COUNTY awarding a bid to a bidder,

which has disclosed its intent to assign or subcontract in its response to the RFB, without exception shall constitute approval for purpose of this Agreement.

6. Termination.

6.1 COUNTY shall notify CONTRACTOR of any failure to comply with any requirement in the Scope of Work and shall notify CONTRACTOR in writing of such failure/default. CONTRACTOR shall correct such failure/default within five (5) working days. COUNTY shall have the right to terminate this Agreement if such correction is not made within the time specified above.

6.2 Failure of the CONTRACTOR to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the COUNTY.

6.3 COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONTRACTOR of the intention to terminate.

7. Compensation. COUNTY shall pay CONTRACTOR upon CONTRACTOR's completion of, and COUNTY's acceptance of, the services required herein, in the amounts specified in the Price Schedule attached hereto and made a part hereof as Exhibit B. Price escalations will be considered at the end of each year and must be documented with written verifications of industry price increases.

7.1 The County may in its sole discretion make an equitable adjustment in the pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace that is by circumstances that satisfy all of the following:

a. The volatility is due to causes wholly beyond the successful bidder's control.

b. The volatility affects the marketplace or industry, not just the particular successful bidder source of supply.

c. The effect on pricing or availability of supply is substantial.

d. The volatility so affects the successful bidder that continued performance of the contract would result in a substantial loss.

7.2 Any adjustment would require irrefutable evidence and written approval by the Purchasing Manager.

7.3 If an adjustment to pricing is granted, beginning quarterly on dates agreed to between the County and the awardee, the awardee shall provide the Purchasing Manager with written justification to continue the pricing adjustment. If awardee does not provide the quarterly update, pricing shall revert back to the original pricing submitted by the awardee.

7.4 COUNTY shall pay invoices in accordance with the Local Government Prompt Payment Act.

8. Permit/ Licenses. CONTRACTOR must secure and maintain any and all permits and licenses required to complete this Agreement.

9. Public Records.

9.1 CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

9.1.1 Keep and maintain public records required by the County to perform the Agreement.

9.1.2 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

9.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.

9.1.4 Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

9.1.5 All blueprints, schematics and design drawings received by the CONTRACTOR from the COUNTY shall not be re-copied or forwarded to another party unless documented permission has been received by COUNTY. Documents shall be documented as retained, returned, or destroyed by CONTRACTOR accepting said documents. In accordance with the Florida Public Records Act, these documents are exempt from Public Disclosure as described in 119.071, Fla. Stat., general exemptions from inspection or copying of public records.

9.2 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.

9.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

10. Minimum Insurance Requirement. The CONTRACTOR must maintain insurance in at least the amounts required throughout the term of this Agreement or any renewals or extensions. The CONTRACTOR must provide a Certificate of Insurance in accordance with the Insurance Requirements and as set forth herein naming the COUNTY as an additional named insured evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

a. Loss Deductible Clause: The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

b. Worker's Compensation Insurance: The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the COUNTY for the protection of its employees not otherwise protected. Coverage to include Employers Liability $100,000 each accident, $100,000 each Disease/Employee and $500,000 each Disease/Maximum.

c. Commercial Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Comprehensive Automobile Liability Insurance for "**Any Auto**" (owned, hired and non-owned) for a minimum of $1,000,000 Combined Single Limit.

d. Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Commercial General Liability Insurance including coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such operations are alone or by anyone directly or indirectly employed by it. The policy should include Contractual Liability to cover the hold harmless and indemnity provision as set forth in this agreement. A **per project** limit of liability is required. The amounts of such insurance shall be the minimum limit as follows:

Each Occurrence -	$1,000,000
Personal/Advertising Injury -	$1,000,000
Products/Completed Operations Aggregate -	$2,000,000
General Aggregate -	$2,000,000
Fire Damage -	$100,000 and 1 fire

Medical Expense - $10,000 any 1 person

e. Commercial Automobile and General Liability Insurance: The Contractor shall require each of its subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in its policy, as specified above.

f. Waiver of Subrogation. The CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

11. Indemnification. CONTRACTOR shall indemnify and hold harmless the COUNTY and Federal government from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, person or property by or from the said CONTRACTOR; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any act or omission, neglect or misconduct of the said CONTRACTOR; or by, or on account of, any claim or amounts recovered under the "Workers Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. The first ten dollars ($10.00) of compensation received by the CONTRACTOR represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The CONTRACTOR is and shall remain an independent contractor and is neither agent, employee, partner nor joint venture of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control act of 1986 located at 8 U.S.C. 1324, et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of COUNTY.

14. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance.

15. Conflict of Interest. CONTRACTOR represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONTRACTOR further represents that no person having any interest shall be employed for said performance. CONTRACTOR shall notify COUNTY in writing by certified mail of all potential conflicts of

interest for any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR may undertake and request an opinion from COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONTRACTOR, COUNTY shall so state in the notification and CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to COUNTY by CONTRACTOR under the terms of this Agreement.

16. Documents Comprising Agreement. The Agreement documents shall include this Agreement as well as the following documents, which are incorporated herein by reference.

a. Martin County's Request for Bid and all of its addenda and attachments which are part of the RFB set forth above.
b. Contractor's Certificate of Insurance required in the Request for Bid;
c. Contractor's response to the RFB or soliciting document.

17. Dispute Resolution.

17.1 As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator.

17.2 **Attorney's Fees.** The parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

17.3 **Venue.** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida.

17.4 **Non-jury trial.** The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

17.5 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

18. Confidential Information.

18.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software, and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or to such other Party's employees, contractors, or agents (a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be

deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Proprietary". Such information may be disclosed to those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, COUNTY shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, including but not limited to Section 119, Fla. Stat. Existence and terms of this Agreement shall constitute a public record and shall be subject to Section 119, Fla. Stat. CONTRACTOR agrees to comply with the requirements of Sec. 119.0701, Fla. Stat.

18.2 If COUNTY receives a public records request for public records received from CONTRACTOR, including any public records request for Proprietary Information or for records that may be or may contain Proprietary Information, COUNTY shall promptly notify CONTRACTOR. The notice shall inform CONTRACTOR that it must promptly inform COUNTY, in writing, whether or not CONTRACTOR claims an exemption to the release of part or all of the requested public record. If CONTRACTOR claims that part or all of a public record is exempt from inspection and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute. If CONTRACTOR claims that an exemption applies to part of a requested public record, CONTRACTOR shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of that public record shall be produced for inspection and copying. If CONTRACTOR promptly notifies COUNTY of a claim of exemption, COUNTY shall review the exemption claimed and decide whether to release the public records. If CONTRACTOR fails to promptly notify COUNTY that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and COUNTY shall release the record as requested.

18.3 CONTRACTOR will indemnify, defend, and hold COUNTY, COUNTY's elected officials, employees, agents, and attorneys and their successors (each an "Indemnitee") harmless of and from any claim brought or threatened against any Indemnitee by any person or entity on account of or related to any public records request for public records, as that term is defined in Section 119.011, Fla. Stat., that are or may be or may contain Proprietary Information, each of which may be defended, settled or pursued by COUNTY with counsel of COUNTY's choice but at the expense of CONTRACTOR, including reasonable attorneys' fees and costs, including attorneys' fees and costs in litigation and on appeal incurred by or awarded against any Indemnitee or agreed upon by any Indemnitee as part of any settlement of any claim for attorney's fees and costs for failure to produce requested public records disclosed to an Indemnitee by CONTRACTOR.

18.4 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement, subject to Chapter 119 and other public records retention requirements set forth in Florida law**.**

19. Requirement to E-Verify. As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Contractor and its

subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

A. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

B. The COUNTY, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat., or the provisions of this section shall terminate the contract with the person or entity.

C. The COUNTY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the COUNTY for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section.

E. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

REVIEWED BY

Chad Cianciulli
Fire Rescue Chief

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Don G. Donaldson, P.E.
County Administrator

BOUND TREE MEDICAL, LLC

Corey Case
SR Vice President of Marketing

APPROVED AS TO FORM & LEGAL SUFFICIENCY

Sarah W. Woods
County Attorney

EXHIBIT A

SCOPE OF SERVICES

Continuing services contract to provide medical supplies on an as-needed basis to be delivered to Martin County Fire Rescue (951 SE Ruhnke Street, Stuart, Florida).

The Vendor shall not charge additional delivery fees.

The goods and/or services listed in this bid are for the purposes of price comparison and are not intended to be all inclusive. The County may add goods and/or services at any time during the term of this Agreement at a cost to be agreed upon by the Vendor and the County.

Martin County will not be held to any minimum/maximum quantities or dollars during the term of the Contract.

EXHIBIT B

RFB2023-3476
MEDICAL SUPPLIES FOR EMERGENCY MEDICAL SERVICES (EMS)

This form shall be typewritten. Handwritten forms will not be accepted.

ITEM NO.	ITEM NAME	DESCRIPTION / SIZE	UNIT	PRICE
1	Gloves Small - Frontline 12" Nitrile	Frontline 12" Exam Gloves, Blue	BOX	$ 6.09
2	Gloves Medium - Frontline - 12" Nitrile	Frontline 12" Exam Gloves, Blue	BOX	$ 6.09
3	Gloves Large - Frontline - 12" Nitrile	Frontline 12" Exam Gloves, Blue	BOX	$ 6.09
4	Gloves extra Large - Frontline - 12" Nitrile	Frontline 12" Exam Gloves, Blue	BOX	$ 6.09
5	Gloves XX Large - Frontline - 12" Nitrile	Frontline 12" Exam Gloves, Blue	BOX	$ 9.21
6	Extrication Device	Curaplex Extrication Device with Case, Green	EA	$ 67.08
7	Pediatric Immobilizer	Curaplex Pedi Board with Case, 47.5in x 9.75in x 0.5in	EA	$ 75.03
8	Sagar Splint	Sager S-304 Form III Bilateral Emergency Traction Splint with Soft Case, Adult/Child	EA	$ 724.13
9	Sager Splint Cravat Kit	2 short/2 long for model S-304	EA	$ 86.22
10	Sager Ankle Harness Set	1 left/1 right model S-304	EA	$ 84.88
11	Wrist/Forearm Splint	Prosplint Wrist/Forearm Splint, Pediatric, 7.5in L x 6.5in W	EA	$ 5.66
12	Full (Small) Arm Splint	Prosplint Full Arm Splint, Adult, 24in L x 13in W	EA	$ 15.31
13	Large Arm Splint	Prosplint Arm Splint, Large, 27in L x 13in W	EA	$ 15.91
14	Combination Splint	Prosplint Combo Elbow/Ankle Hinged Splint, Adult, 25in L x 11in W	EA	$ 23.33
15	Small Leg Splint	Prosplint Full Leg Splint, Small, 37in L x 19in W	EA	$ 28.06
16	Large Leg Splint	Prosplint Full Leg Splint, Large, 43.5in L x 19.5in W	EA	$ 33.11
17	Backboard	LSP XTRA™ Backboard Without Pins, 71in L x 15.75in W x 1.85in D, Yellow	EA	$ 117.90
18	Backboard Straps	2-piece Economy Polypropylene Cot Strap with Plastic Side Release Buckle and Loop Ends, 5ft L x 2in W, Orange	EA	$ 1.85
19	Soft Stretcher	Soft Stretcher, Durable Vinyl, REG	EA	$ 12.27
20	Adult C-Collar	Stifneck Select Extrication Collar, Adult	EA	$ 5.41
21	Head Bed	Sta-Blok Adjustable Head Immobilizer with Strap, Yellow	EA	$ 3.31
22	Pedi C-Collar	Stifneck Pedi-Select Extrication Collar, Pediatric	EA	$ 5.41
23	Infant C-Collar	Stifneck Baby Collar, No-Neck	EA	$ 5.67
24	Biohazard Bag - Large	Biohazardous Waste Bag, Red with Black, 30gal, 30.5in x 41in, 1.2mil Gauge	ROLL	$ 0.18
25	Biohazard Bag - Medium	Biohazardous Waste Bag, Red with Black, 5 to 6gal, 16in x 24in, 1.25mil Gauge	ROLL	$ 18.82
26	Biohazard Bag - Small	Biohazardous Waste Bag, Red with Black, 1 to 3gal, 11in x 14in, 1.5mil Gauge	BOX	$ 4.44
27	PPE Kits	Kit Includes 1 each Isolation Gown, Mask, Gloves, Skin Wipe, Biohazard Bag	EA	$ 4.79
28	PPE Arm Sleeve	Polyethylene Coated Sleeve Gauntlet, White, 18in L	EA	$ 0.10
29	Property Bags	SmartSafe Property Bag, Large, 26in x 27.5in x 5in	EA	$ 21.97
30	Property Bags	SmartSafe Property Bag, Small, 315mm L x 275mm W	EA	$ 29.11
31	Sharps Shuttle - Red	SharpSafety Transportable Sharp Container, 1qt, Red	EA	$ 1.44
32	IV Nitro Tubing	Infusomat Space Pump Set with Caresite Needleless IV System	EA	Not bididng
33	IV Start Kit	Contains 1 each IV Flush Syringe, Ext Set, IV Guard Catheter Dressing, Tourniquet, 2x2 Gauze Sponge, Clear Tape, Adhesive Bandage, and 2 Alcohol Prep Pads	EA	$ 3.06
34	EKG Electrodes	Ambu Blue Sensor SP 10/pk 2000/cs	PACK	$ 2.12
35	Ice Pack	Curaplex Cold Pack, Large, 7in x 7.5in	EA	$ 0.37
36	Hot Packs	Curaplex Hot Pack, Large, 6.69in x 7.5in	EA	$ 0.38
37	OB Kit	Obstetrical Kit with Umbilical Clamps and Scalpel	EA	$ 7.31
38	Emergency Yellow Blanket	Yellow Blanket 62 x 84"	EA	$ 1.81
39	Narcotic Plastic Lock Seals	Snap-Loks Tamper Evident Seals	BOX	$30.52/100ct Bx
40	Burn Sheet	Curaplex Burn Sheet, 60in x 90in	EA	$ 2.48
41	Occlusive Dressing	Vaseline Petrolatum Gauze Strip, 3in x 9in	EA	$ 8.84
42	Ace Bandages	3"x 4.5 yds	EA	$ 4.63
43	Kling Wrap	Conforming Non-sterile Stretch Gauze Bandages, 3in x 4.1yd	EA	$ 1.19
44	Triangle Bandages	Triangular Bandages, 36in x 36in x 51in	EA	$ 0.37
45	Multi-Trauma Dressings	Multi-purpose Trauma Dressing, 12in x 30in	EA	$ 0.97
46	5x9 Dressings	Combine Abdominal Pad, 5in x 9in	EA	$ 3.76
47	4x4 Dressings Sterile	Gauze Sponge 4in x 4in, 12-ply	EA	$ 1.41
48	Unsterile 4x4	Gauze Sponges, 4in x 4in	EA	$ 5.38
49	Vent Circuit Set - Single Use	CAREvent Disposable Transport Ventilator Circuit, 16.5 to 40in	EA	$ 14.33
50	Nasal MAD Device	MAD Nasal Intranasal Mucosal Atomization Device with 3mL Syringe	EA	$ 3.13

RFB2023-3476
MEDICAL SUPPLIES FOR EMERGENCY MEDICAL SERVICES (EMS)

This form shall be typewritten. Handwritten forms will not be accepted.

ITEM NO.	ITEM NAME	DESCRIPTION / SIZE	UNIT	PRICE
51	Yankaur Catheter	Yankauer Suction Tip, with Control Vent, Open Tip	EA	$ 0.41
52	Suction Tubing	Connecting Suction Tubing, Sterile, 1/4 ID x 72in	EA	$ 0.97
53	Suction Canister - 1200	Hi-Flow Suction Canister with Aerostat Filter, 1200cc, Green	EA	$ 3.29
54	Suction Canister - 800	Hi-Flow Suction Canister with Aerostat Filter and Float Valve Shutoff, 800cc	EA	$ 3.41
55	Ballard Suction 14fr	Closed Suction Catheter, T-Piece, 14 French, Adult	EA	$ 0.22
56	Ballard Suction 10fr	Trach Care T-Piece with Cone Adapter, Clear	EA	$ 0.22
57	CPAP Unit	O2- Max CPAP System w/ Integrated Nebulization	EA	$ 45.43
58	CPAP - Large Mask Only	Bitrac ED Masks and Head Strap	EA	$ 21.37
59	Adult Non-Rebreather	Airlife O2 mask, 7ft tubing, adult	EA	$ 0.70
60	Adult Nasal Cannula	Airlife Disposable Nasal Cannula, Non-flared prongs	EA	$ 0.26
61	Mask Nebulizer	Curaplex Select Nebulizer, Small-Volume, Hand-Held, 7ft Tubing, Adult Aerosol Mask	EA	$ 0.80
62	Pipe Nebulizer	Micro Mist Small Volume Nebulizer Kit, 6mL, With Tee Mouthpiece Standard Connector	EA	$ 0.95
63	Pedi Face Mask	AirLife Oxygen Mask 7ft Tubing, Pediatric	EA	$ 0.70
64	Pedi Nasal Cannula	Hudson RCI Elastic Head Strap Cannula, Pediatric, Transparent	EA	$ 2.94
65	Infant Face Mask	Oxygen Mask, Infant (0 to 2 Years), Elongated	EA	$ 0.99
66	Supply Tubing	Oxygen Supply Tubing, 7ft, Standard Connector	EA	$ 0.63
67	Adult SPUR II BVM Bag	Ambu SPUR II Resuscitator with Bag Reservoir, Adult, Medium Mask, Individually Bagged	EA	$ 8.67
68	Pedi Ambu w/ Mask	Ambu SPUR II Pediatric Resuscitators W/Bag Reservoir, Toddler Mask	EA	$ 9.27
69	Infant Ambu w/ Mask	Ambu SPUR II Resuscitators BVM, Infant	EA	$ 9.27
70	D-Tank Regulator	Oxygen Regulator, Brass Core, Black, 0 to 25 LPM, Barb Outlet, 2 PTO	EA	$ 27.08
71	Infant BP Cuff	Prosphyg 775 Pocket Aneroid Sphygmomanometer, Size 9 Child, 13 to 19.5cm	EA	$ 7.23
72	Pedi BP Cuff	Prosphyg 775 Pocket Aneroid Sphygmomanometer, Size 10 Small Adult, 19 to 27cm	EA	$ 7.23
73	Adult BP Cuff	Prosphyg 775 Pocket Aneroid Sphygmomanometer, Size 11 Adult, 23 to 40cm	EA	$ 7.23
74	Large Adult BP Cuff	Prosphyg 775 Pocket Aneroid Sphygmomanometer, Size 12 Large Adult, 34 to 50cm	EA	$ 7.23
75	Adult Stethoscope	Adscope 641 Sprague Stethoscope, 30in L, Black	EA	$ 4.08
76	Pedi Stethoscope	Proscope 675 Dual Head Pediatric Stethoscope, 31.5in L, Light Blue	EA	$ 4.71
77	Clipper Blades Refill	3M Single-use Pivoting Blade Assembly, Purple	EA	$ 3.92
78	Surgical Clipper	3M Surgical Clipper w/ Pivot Head	EA	$ 56.61
79	Surgical Clipper Charger Base	Surgical Clipper Charger Base	EA	$ 52.86
80	Box Thermometer Probe Covers - Ear	Disposable Probe Covers, For ThermoScan PRO 4000 Ear Thermometer	BOX	$13.43/200bx
81	Emesis Bags	Curaplex Emesis Bags Cardboard Rim, 1000cc, White	EA	$ 10.13
82	Trauma Tourniquet	SOF Tactical Tourniquet, Wide, Rescue Orange	EA	$ 20.63
83	IV Catheter 14ga	Introcan Safety FEP Polymer IV Catheter, 14ga x 1-1/4in L, Orange	EA	$ 1.76
84	IV Catheter 16ga	Introcan Safety FEP Polymer IV Catheter, 16ga x 1-1/4in L, Gray	EA	$ 1.76
85	IV Catheter 18ga	Introcan Safety FEP Polymer IV Catheter, 18ga x 1-1/4in L, Green	EA	$ 1.76
86	IV Catheter 20ga	Introcan Safety FEP Polymer IV Catheter, 20ga x 1-1/4in L, Pink	EA	$ 1.76
87	IV Catheter 22 ga	Introcan Safety FEP Polymer IV Catheter, 22ga x 1in L, Blue	EA	$ 1.76
88	IV Catheter 24ga	Introcan Safety FEP Polymer IV Catheter, 24ga x 3/4in L, Yellow	EA	$ 1.76
89	ET Tube 2.0	uncuffed with stylette 10/bx	EA	$ 0.45
90	ET Tube 2.5	uncuffed with stylette 10/bx	EA	$ 1.23
91	ET Tube 3.0	uncuffed with stylette 10/bx	EA	$ 1.23
92	ET Tube 3.5	uncuffed with stylette 10/bx	EA	$ 1.23
93	ET Tube 4.0	Tube cuffed with stylette 10/bx	EA	$ 1.43
94	ET Tube 4.5	Tube cuffed with stylette 10/bx	EA	$ 1.43
95	ET Tube 5.0	Tube cuffed with stylette 10/bx	EA	$ 1.43
96	ET Tube 5.5	Tube cuffed with stylette 10/bx	EA	$ 1.43

RFB2023-3476
MEDICAL SUPPLIES FOR EMERGENCY MEDICAL SERVICES (EMS)

This form shall be typewritten. Handwritten forms will not be accepted.

ITEM NO.	ITEM NAME	DESCRIPTION / SIZE	UNIT	PRICE
97	ET Tube 6.0	Tube cuffed with stylette 10/bx	EA	$ 1.43
98	ET Tube 6.5	Tube cuffed with stylette 10/bx	EA	$ 1.43
99	ET Tube 7.0	Tube cuffed with stylette 10/bx	EA	$ 1.43
100	ET Tube 7.5	Tube cuffed with stylette 10/bx	EA	$ 1.43
101	ET Tube 8.0	Tube cuffed with stylette 10/bx	EA	$ 1.43
102	ET Tube 8.5	Tube cuffed with stylette 10/bx	EA	$ 1.43
103	ET Tube 9.0	Tube cuffed with stylette 10/bx	EA	$ 1.43
104	ET Tube 10.0	Tube cuffed with stylette 10/bx	EA	$ 1.43
105	BGL Test Strips	Precision Xtra Test Strips, Capillary 50/Box	BOX	$ 20.03
106	BGL Control Solution (Hi-Lo)	Medisense Blood Glucose and Ketone Control Solution, High/Low Level, 2mL	EA	$ 8.54
107	Glucometer Kit - Typically Free	Precision Xtra Blood Glucose Meter, 0.6µL Sample Volume	EA	$ 0.01
108	Morgan Lens	Morgan Lens Disposable Eye Therapeutic	EA	$ 37.09
109	Morgan Lens Delivery Set	Morgan Lens Delivery Set, Eye Therapeutic	EA	$ 65.33
110	NPA # 12 French	Rusch Fixed Nasopharyngeal Airway	EA	$ 1.91
111	NPA # 14 French	Rusch Fixed Nasopharyngeal Airway	EA	$ 1.55
112	NPA # 16 French	Rusch Fixed Nasopharyngeal Airway	EA	$ 1.55
113	NPA # 18 French	Rusch Fixed Nasopharyngeal Airway	EA	$ 1.55
114	NPA # 20 French	Rusch Fixed Nasopharyngeal Airway	EA	$ 1.55
115	NPA # 22 French	Rusch Fixed Nasopharyngeal Airway	EA	$ 1.55
116	NPA # 24 French	Rusch Fixed Nasopharyngeal Airway	EA	$ 1.55
117	NPA # 26 French	Rusch Fixed Nasopharyngeal Airway	EA	$ 1.55
118	NPA # 28 French	Rusch Fixed Nasopharyngeal Airway	EA	$ 1.55
119	NPA # 30 French	Rusch Fixed Nasopharyngeal Airway	EA	$ 1.55
120	NPA # 32 French	Rusch Fixed Nasopharyngeal Airway	EA	$ 1.55
121	NPA # 34 French	Rusch Fixed Nasopharyngeal Airway	EA	$ 1.55
122	Suction Unit with soft case	S-SCORT III Suction Unit with Vinyl Case, Red	EA	$ 617.11
123	Battery for suction unit	Battery for S-SCORT III	EA	$ 57.66
124	Charger for suction unit - AC	AC Charger for S-SCORT III	EA	$ 90.66
125	Charger for suction unit - DC	DC Charger for S-SCORT III	EA	
126	Ventilator	AutoVent Automatic 3000 Transport Ventilator, 2-Second Version	EA	$ 3,051.66
127	Fiber Optic Laryngoscope Kit	Includes Handle, Size 2, 3 and 4 Macintosh Blades, Size 0, 1, 2 and 3 Miller Blades w/ Pouch	EA	$ 311.02
128	#1 MacIntosh Laryngoscope Blade	Fiber Optic	EA	$ 3.06
129	#2 MacIntosh Laryngoscope Blade	Fiber Optic	EA	$ 3.06
130	#3 MacIntosh Laryngoscope Blade	Fiber Optic	EA	$ 3.06
131	#4 MacIntosh Laryngoscope Blade	Fiber Optic	EA	$ 3.06
132	#0 Miller Laryngoscope Blade	Fiber Optic	EA	$ 3.06
133	#1 Miller Laryngoscope Blade	Fiber Optic	EA	$ 3.06
134	#2 Miller Laryngoscope Blade	Fiber Optic	EA	$ 3.06
135	#3 Miller Laryngoscope Blade	Fiber Optic	EA	$ 3.06
136	Russell PneumoFix Decompression Needle	Plural Decompression Needle	EA	$ 8.77
137	Adult Defib Pads	PadPro Multi-Function Defib Radiotranslucent Electrode Pad with Zoll Connector, 6in x 4.25in, Adult/Child, Pre-Connect Packaging	EA	$20.06/pair
138	Ped Defib Pads	PadPro Multi-function Defib Radiotranslucent Electrode Pad with Zoll Philips Connector, 4.25in x 2.87in, Infant	EA	$20.06/pair
139	Mega Mover	MegaMover 1500, White	EA	$ 14.66
140	All Other Items Not Listed	All Other Items Not Listed (% Discount)	%	28.00%

CHECK TOTALS! The County is not responsible for mathematical errors.

Please see Bound Tree Price sheet attached

INSTRUCTIONS

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

This form must be returned with bid. Bids on any other form will not be accepted.

Bound Tree Medical, LLC	Corey Case
Company Name	Name of Authorized Representative (Print)
5000 Tuttle Crossing Blvd	Senior Vice President of Marketing
Street Address	Title

26-090

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:**	January 20, 2026
Drafter:	Virginia Barela	**Department:**	Financial Services

Title: **A RESOLUTION TO AWARD PROFESSIONAL SERVICE AGREEMENTS FOR ARCHITECTURAL & ENGINEERING SERVICES ON AN AS-NEEDED BASIS TO AKS ARCHITECTURE, P.C.; ARCHIPELI, PLLC; ARCHIS ARCHITECTS; ARIA STUDIO CONSULTANTS; ASA ARCHITECTS, P.C.; COUNTRYMAN & CO. ARCHITECTURE; DEKKER, LTD; DWL ARCHITECTS & PLANNERS, INC.; HARTMAN + MAJEWSKI DESIGN GROUP; HUITT-ZOLLARS, INC.; IN*SITU ARCHITECTURE; MODULUS ARCHITECTS & LAND USE PLANNING; MOLZEN-CORBIN & ASSOCIATES, PA; NINE DEGREES ARCHITECTURE + DESIGN, INC.; NV5 CONSULTANTS, INC.; PARKHILL, SMITH & COOPER, INC.; STANTEC ARCHITECTURE, INC.; STUBBS ENGINEERING, INC.; STUDIO SOUTHWEST ARCHITECTS; VIGIL & ASSOCIATES ARCHITECTURAL GROUP; AND WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS, IN AN ANNUAL NOT-TO-EXCEED AMOUNT OF $999,999, PLUS APPLICABLE TAXES, PER VENDOR, FOR A PERIOD OF FIVE (5) YEARS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-004).**

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

PURPOSE(S) OF ACTION:

To award professional service agreements for architectural & engineering services.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) requires architectural and engineering services for city-wide projects. These services are required to perform design and construction contract administration for building projects with varying scopes of work. These services may include, but are not limited to pre-design services (cost estimating, programming, building code reviews, master planning, feasibility studies, etc.); preliminary and schematic design services; design development services; construction document services; design services may include architectural, civil, structural, mechanical, electrical, engineering, plumbing, and landscape architectural services; construction contract procurement (bidding or negotiation) service; construction contract administration services; contact authorities having jurisdiction; and other services of a nature consistent with the outlined scope of work, i.e. gathering public input, public meetings, Council meetings, etc.

The current on-call professional service agreements for architectural services are scheduled to expire in May 2025. On August 8, 2025, the City advertised Request for Proposals for Procurement No. 25-26-004, for the purpose of pre-qualifying firms that can provide these specialized architectural and engineering services and entering into agreements with recommended firms. These proposed agreements will be used on an as-needed basis for a period of five (5) years, subject to approved budget appropriations.

The Purchasing program received 21 proposals that were evaluated and scored by the Selection Advisory Committee (SAC) on November 19, 2025. The SAC is recommending award to all 21 firms as follows:

1. AKS Architecture, P.C. - Las Cruces, New Mexico
2. Archipeli, PLLC - El Paso, Texas
3. Archis Architects - Albuquerque, New Mexico
4. Aria Studio Consultants, Inc. - Albuquerque, New Mexico
5. ASA Architects, P.C. - Las Cruces, New Mexico
6. Countryman & Co. Architecture - El Paso, Texas
7. Dekker, LTD - Albuquerque, New Mexico
8. DWL Architects & Planners, Inc. of New Mexico - Albuquerque, New Mexico
9. Hartman + Majewski Design Group - Albuquerque, New Mexico
10. Huitt-Zollars, Inc. - Albuquerque, New Mexico
11. In*Situ Architecture - El Paso, Texas
12. Modulus Architects & Land Use Planning - Albuquerque, New Mexico
13. Molzen-Corbin &Associates, PA - Albuquerque, New Mexico
14. Nine Degrees Architecture + Design, Inc. - Sundland Park, New Mexico
15. NV5 Consultants Inc. - Albuquerque, New Mexico
16. Parkhill, Smith & Cooper, Inc. - Lubbock, Texas
17. Stantec Architecture Inc. - Chandler Arizona
18. Stubbs Engineering, Inc. - Las Cruces, New Mexico
19. Studio Southwest Architects - Albuquerque, New Mexico
20. Vigil & Associates Architectural Group - Las Cruces, New Mexico
21. Wilson & Company, Inc., Engineers & Architects - Las Cruces, New Mexico

It is advantageous for the City to have a pre-qualified list of architect and engineering firms from which to select to get budgeted projects completed. All City departments will be able to enter into Project Assignment Agreements with these firms on an as-needed basis. The City has numerous projects budgeted throughout the upcoming fiscal years that may require the use of an architect and engineering firm. These projects range in frequency and complexity. Additionally, special funding (e.g. Legislative appropriations, New Mexico Department of Transportation, etc.) may be made available to the City for specific projects. This funding often gives strict timeframes within which projects must be designed and constructed to secure the funding. By having a pre-qualified list of firms, it will not be necessary to go through individual Request for Proposals to contract the necessary work for each individual project. These agreements will allow Public Works as the primary user department, and other departments within the City needing these services, to contract with any one of the 21 pre-qualified firms. As a result, valuable time is saved in the design of each project and staff time can be used on other projects and in other capacities.

The Public Works Department is requesting authorization to enter into professional service agreements with all 21 firms for architectural and engineering services in an annual amount not to exceed $999,999 plus applicable taxes, per firm, for a term of five (5) years, subject to approved budget appropriations.

SUPPORT INFORMATION:

Exhibit "A" 25-26-004_PSA_AKS
Exhibit "B" 25-26-004_PSA_Archipeli
Exhibit "C" 25-26-004_PSA_Archis
Exhibit "D" 25-26-004_PSA_Aria
Exhibit "E" 25-26-004_PSA_ASA
Exhibit "F" 25-26-004_PSA_Countryman
Exhibit "G" 25-26-004_PSA_Dekker
Exhibit "H" 25-26-004_PSA_DWL
Exhibit "I" 25-26-004_PSA_H+MDG
Exhibit "J" 25-26-004_PSA_Huitt-Zollars
Exhibit "K" 25-26-004_PSA_InSitu
Exhibit "L" 25-26-004_PSA_Modulus

Exhibit "M" 25-26-004_PSA_Molzen-Corbin
Exhibit "N" 25-26-004_PSA_NineDegrees
Exhibit "O" 25-26-004_PSA_NV5
Exhibit "P" 25-26-004_PSA_Parkhill
Exhibit "Q" 25-26-004_PSA_Stantec
Exhibit "R" 25-26-004_PSA_Stubbs
Exhibit "S" 25-26-004_PSA_StudioSW
Exhibit "T" 25-26-004_PSA_Vigil
Exhibit "U" 25-26-004_PSA_WilsonCo

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

Does this action amend the Capital Improvement Plan (CIP)?
☐ Yes
☒ No

OPTIONS / ALTERNATIVES:
1. Vote "Yes"; this will approve the Resolution and award contract in an amount not to exceed $999,999 plus applicable taxes, to each of the 21 selected pre-qualified firms to provide architectural and engineering services for the City on an as-needed basis, for a term of five (5) years, subject to approved budget appropriations.
2. Vote "No"; this will not approve the Resolution, and City Council may need to provide staff with alternative direction.
3. Vote to "Amend"; this will modify the Resolution based on City Council direction to staff.
4. Vote to "Table"; this will delay awarding professional service agreements for architectural and engineering services and prevent completion of budgeted projects.

RESOLUTION 26-090

A RESOLUTION TO AWARD PROFESSIONAL SERVICE AGREEMENTS FOR ARCHITECTURAL & ENGINEERING SERVICES ON AN AS-NEEDED BASIS TO AKS ARCHITECTURE, P.C.; ARCHIPELI, PLLC; ARCHIS ARCHITECTS; ARIA STUDIO CONSULTANTS; ASA ARCHITECTS, P.C.; COUNTRYMAN & CO. ARCHITECTURE; DEKKER, LTD; DWL ARCHITECTS & PLANNERS, INC.; HARTMAN + MAJEWSKI DESIGN GROUP; HUITT-ZOLLARS, INC.; IN*SITU ARCHITECTURE; MODULUS ARCHITECTS & LAND USE PLANNING; MOLZEN-CORBIN & ASSOCIATES, PA; NINE DEGREES ARCHITECTURE + DESIGN, INC.; NV5 CONSULTANTS, INC.; PARKHILL, SMITH & COOPER, INC.; STANTEC ARCHITECTURE, INC.; STUBBS ENGINEERING, INC.; STUDIO SOUTHWEST ARCHITECTS; VIGIL & ASSOCIATES ARCHITECTURAL GROUP; AND WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS, IN AN ANNUAL NOT-TO-EXCEED AMOUNT OF $999,999, PLUS APPLICABLE TAXES, PER VENDOR, FOR A PERIOD OF FIVE (5) YEARS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-004).

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) requires architectural and engineering services for city-wide projects; and

WHEREAS, these services are required to perform design and construction contract administration for building projects with varying scopes of work; and

WHEREAS, it is advantageous for the City to have a pre-qualified list of architect and engineering firms from which to select, to get budgeted projects completed; and

WHEREAS, the City advertised for Requests for Proposals for Procurement No. 25-26-004 on August 8, 2025; and

WHEREAS, 21 proposals were received, reviewed, and evaluated by the Selection Advisory Committee (SAC); and

WHEREAS, the SAC found that all proposals demonstrated their abilities to meet the City's needs for architectural and engineering services; and

WHEREAS, the Public Works Department is requesting authorization to enter into professional service agreements with 21 firms for architectural and engineering services in an annual amount not to exceed $999,999 plus applicable taxes, per firm, for a term of five (5) years, subject to approved budget appropriations.

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

(I)

THAT the professional service agreements for architectural and engineering services are hereby awarded to AKS Architecture, P.C.; Archipeli, PLLC; Archis Architects; Aria Studio Consultants Inc; ASA Architects, P.C.; Countryman & Co. Architecture; Dekker, LTD; DWL Architects & Planners, Inc. of New Mexico; Hartman + Majewski Design Group; Huitt-Zollars, Inc.; In*Situ Architecture; Modulus Architects & Land Use Planning; Molzen-Corbin & Associates, PA; Nine Degrees Architecture + Design, Inc.; NV5 Consultants Inc.; Parkhill, Smith & Copper, Inc.; Stantec Architecture Inc.; Stubbs Engineering, Inc.; Studio Southwest Architects; Vigil & Associates Architectural Group; and Wilson & Company, Inc., Engineers & Architects, as

shown in Exhibits "A" through "U", respectively, attached hereto and made part of this Resolution, in an amount not to exceed $999,999 plus applicable taxes annually, per firm, for a term of five (5) years, subject to approved budget appropriations.

(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"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of February 2026 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and AKS Architecture, P.C., of 1691 Hickory Loop, Suite A, Las Cruces, New Mexico, 88005, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
On-call Architectural and Engineering services on an as-needed basis via Project Order (Attachment A) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 25-26-004, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

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

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as outlined in Exhibit A, at an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project(s) that are required by the CITY and it will serve the CITY diligently and

faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2026 for a term of five years through April 30, 2031, for a term of five (5) years.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY, and as agreed to for each project assigned under the terms of this Agreement.

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

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

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

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

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

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

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

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

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

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

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

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

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

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

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

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Sreedevi Bhathala Mohanraj
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	AKS Architecture, P.C. 1691 Hickory Loop, Suite A Las Cruces, New Mexico 88005 ATTENTION: Myles Kraenzel

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.

AKS ARCHITECTURE, P.C.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

for 12/11/2025

City Attorney

EXHIBIT A

A. Project assignment is initiated by the City providing the CONTRACTOR a detailed project description, including scope of work and any other special instructions needed by the CONTRACTOR to provide complete services necessary for carrying out the work presented by the City. The CONTRACTOR shall provide services that may include, but not be limited to, the following:

    1. Pre-Design Services including but not limited to cost estimating, programming, building code reviews, master planning, and feasibility studies
    2. Preliminary and Schematic Design Services
    3. Design Development Services
    4. Construction Documents Services
    5. Design Services may include architectural, civil, structural, mechanical, electrical engineering, plumbing, and landscape architectural services
    6. Construction Contract Procurement (Bidding or Negotiation) Services
    7. Construction Contract Administration Services
    8. Other types of professional services of a nature consistent with the intent of the RFP, i.e. gathering public input, public meetings, Council meetings
    9. Contact authorities having jurisdiction

B. Documents required to be prepared by the CONTRACTOR will vary depending on the scope of work of the individual Project Order; generally, may consist of the following but not limited to:

    1. Pre-Design Services shall consist of a written program, diagrams and drawings containing design objectives, space requirements, space relationships, flexibility and expandability, site and landscaping requirements, and construction cost estimates.
    2. Preliminary and Schematic Design documentation shall consist of conceptual site and building plans, study models, perspective sketches, electronic modeling, or combinations of these media; and construction cost estimates.
    3. Design Development and Construction Documents Services consist of specifications, drawings, and bid documents.
    4. Construction Contract Administration documentation shall consist of copies of field reports, shop drawings, progress photographs, and drawings of record.
    5. Documents prepared by the CONTRACTOR for use by the City shall be delivered in electronic format in an application acceptable to the City; typically, MSWord, Excel, Building Information Modeling (BIM), and Autocad (latest version). Documents specifically for use in bidding the

work of a Project Order shall be delivered to the City in an acceptable Americans with Disabilities Act (ADA) format.

C. The CONTRACTOR shall also be able to provide the services of specific sub-consultants, including but not limited to the following:

1. Landscape Architect
2. Interior Designer
3. Professional Engineers (Civil, Structural, Electrical, Mechanical)
4. Specialized Consultants (e.g. Architectural Programming, Acoustics, Environmental Assessments, LEED certification, Historic Building Preservation / State Historic Preservation Office [SHPO])

City of Las Cruces
Procurement
-, -
700 N. Main Street, Las Cruces, NM 88001

[AKS ARCHITECTURE, P.C.] RESPONSE DOCUMENT REPORT

RFP No. 25-26-004

Architectural & Engineering Services

RESPONSE DEADLINE: September 9, 2025 at 4:00 pm

Report Generated: Thursday, November 20, 2025

AKS Architecture, P.C. Response

CONTACT INFORMATION

Company:
AKS Architecture, P.C.

Email:
mkraenzel@aksarchitecture.com

Contact:
Myles Kraenzel

Address:
1691 HICKORY LOOP STE A
LAS CRUCES, NM 88005

Phone:
(575) 523-1310

Website:
www.aksarchitecture.com

Submission Date:
Sep 9, 2025 9:11 AM (Mountain Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Sep 5, 2025 1:57 PM by Myles Kraenzel

Addendum #2
Confirmed Sep 5, 2025 1:57 PM by Myles Kraenzel

Addendum #3
Confirmed Sep 6, 2025 7:31 PM by Myles Kraenzel

QUESTIONNAIRE

1. RFP Compliance Declaration*

In compliance with the requirements of this RFP, I offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

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

Confirmed

2. NM Tax & Revenue Dept. CRS

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

03-207483-00-2

3. Current NM Secretary of State Business ID

Corporations Only

4388393

4. Current CLC Business Registration

Respondents located in Las Cruces only

7834-24

5. Federal I.D. Number *

37-1616848

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

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

The AKS team strives to provide a detailed and comprehensive design and construction administration process. This process is critical to working as a team towards the ultimate goal of a successful project for all stakeholders. The basis for this process is how we communicate not only with City of Las Cruces and other team members, but also how we communicate the project goals, solutions, and other requirements clearly to all stakeholders through the development of the contract documents. Our design team will be in continuous communication with all team members throughout the project. Some of the tools we use to help facilitate this communication are:

- A design process that allows stakeholders at all levels to be fully involved and constantly informed.
- Timely responses to the City of Las Cruces during design and construction.
- Utilizing virtual meeting software as preferred by the City to facilitate online meetings for large groups or for individuals in separate or remote locations. We have used this software to facilitate many design reviews as it allows us to share documents with all participants.
- Coordinating and facilitating programming, design, and construction administration goals and requirements to the design team.
- Quality Work - which means not only innovative design solutions, but also detailed field work to assess existing structures and site conditions to help ensure project requirements are clearly defined.

Producing quality design and construction documents is what we do and it is what we love about being design professionals. Not only is the content important, but also how it is presented. Organized and efficient documentation is vital to communicating a great amount of information to all parties involved in the project. We use the following tools and strategies to support our production of quality design and documents.

Existing Conditions Assessment (ECA):

As described in the design process, this important first step sets the ground work for the further development of the contract documents and includes our production staff. Key elements in our ECA process include:

- Field observation and research
- 360 degree photo documentation
- Code analysis
- Existing document research of Owner archives and our office archives
- Development of base CADD or BIM files for use as the basis of design and production
- Assist Owner with detailed survey requests
- Utility research and coordination with providers

Design and Document Reviews:

Both in-house and team reviews are completed throughout the project. These reviews will often include our consultants as well as our production/technical staff in order to provide the entire team with a solid understanding of the basis for certain decisions and to help monitor and reinforce the goals for this project. Detailed meeting minutes will be produced after each meeting to serve as a checklists as the project progresses. Our in-house reviews also include a “fresh pair of eyes” review which requires another project manager who is not directly involved with this project or our construction administrator to complete a document review.

Design Phase Checklists:

AKS has been developing internal checklists to enhance our quality review process and improve coordination between design disciplines.

Document and Production Standards:

Our detailed CADD standards are constantly being reviewed and updated. These standards are used to help create consistent documents with multiple staff members working on them. Depending on the project type and size, we also utilize Building Information Modeling to help improve coordination.

Accountability:

Although we strive to be proactive to prevent errors, omissions, and change orders, and we take this responsibility very seriously; we also understand that minor discrepancies in our documents do occur given the extent and complexity of the information included in any project. If a specific issue adds additional cost to the project, but it is determined to add value and would have been paid for if included originally, this would typically be a legitimate added project cost. We will also work with the City and Contractor to determine possible solutions that may offset this cost. However, we do accept responsibility for work that must be reinstalled or revised in order to comply with project requirements. We will always work in partnership with the Owner to professionally resolve these types of issues in a fair and reasonable manner.

MAJOR TASKS TO BE ACCOMPLISHED*
Our team is committed to helping the City of Las Cruces facilitate a design and construction administration process in collaboration with its stakeholders and we are committed to providing the required services and deliverables as outlined in the Scope of Work of this RFP. To demonstrate our understanding of each design and construction phase and how they relate specifically to this project we have highlighted some key areas that we propose to focus on.

Design and Construction Administration Process:

The following is an outline of the critical steps in our process.

Project Start-up:

The critical first step in the design process will be the project kick-off meetings with key City personnel to establish the overall strategy for the design process that will be used for this project. As a starting point, we are proposing the project kick-off meeting be used to define the following:

- Project Steering Committee: We recommend this group be comprised of members that represent the City and community, as selected by the Owner. This will be the main decision making and approval team that will help guide and determine the final design solution and provide their recommendations to the City Council for approval.
- Stakeholder groups: Define other key groups that will be involved in design process such as CLC departments, department leaders, and community groups if required.
- Project Goals: Review and update project goals established by the Owners for this project.
- Project Budget: Review and align team members understanding of project budget requirements.
- Project Schedule: Establish a detailed project schedule that defines critical project milestones and aligns with on-going school operations.

Existing Conditions Assessment (ECA):

The AKS team understands the importance of establishing a solid understanding of the existing conditions for any project and we are not afraid to get our hands dirty to ensure we are collecting and assessing as much information as possible for each project. Our staff is required to follow Owner and current health requirements for all site visits.

Pre-Design Services:

The initial goal of pre-design services is to thoroughly research and make key decisions that define the project's scope of work. This essential first phase allows us to understand and clearly document the City's goals, needs, and the intended functions of the project. By taking into account the City's requirements, site conditions, budget, and other constraints, we are able to identify both the quantitative and qualitative characteristics of the project. This comprehensive understanding provides a strong foundation, ensuring a successful transition to the next stage of design.

Schematic Design:

The primary goal of the Schematic Design phase is to define the project's scope by developing design concepts that support the goals established by the City, as well as insights from our ECA and Pre-Design Services. In close collaboration with the City, this phase is used to review design requirements and evaluate solutions in direct relation to the City's objectives. The key outcome of this step is the Preliminary Project Description (PPD), which will serve as a guiding document throughout the project. This phase also marks a critical

milestone, as our team will work to secure approval from the City of Las Cruces and the City Council for the proposed design solutions before moving forward to Design Development.

Design Development and Construction Documents:

Once schematic design is approved, these phases are used by the design team to develop a clear, coordinated description of all aspects of the design including coordination of architectural, civil, structural, mechanical, electrical, plumbing, and technology systems. Detailed review meetings with the Owners will be held at 30%, 60% and 90% completion of the final construction documents in order to ensure all goals and requirements of the project are being met and are well defined. This coordination effort is critical in helping all stakeholders understand the scope of the project and it also gives multiple opportunities to ensure critical elements have been incorporated into the final design and construction of the facility

Bidding and Negotiations:

Our team will assist you in the development of the bid requirements for this project. We are experienced in multiple procurement methods including traditional design-bid-build, qualification based request for proposals (RFP), and construction manager at risk (CMAR). Our extensive experience with contractors throughout Southern New Mexico will be an asset during the bid process.

Construction Administration and Post-Construction:

Although the design portion of the project consists of nearly 75% of our architectural services, the construction process is just as vital to a successful project. Timely responses, and thorough document reviews are the foundation of our services during construction and are critical to helping the contractor maintain their schedule. Our main goals during construction of any project type are to:

- Provide thorough submittal reviews and timely responses to RFI's to ensure compliance with the requirements of the contract documents.
- Work with the construction team to resolve issues that arise, before they become problems, and keep City representatives informed of progress so prompt and informed decisions can be made.
- Detailed evaluation of Modification Change Requests to validate proposed costs from the Contractor and to help provide the best value to the City.
- Provide consistent and detailed field reports that help to track progress and inform stakeholders.

- Assist the Owner with project close-out and tracking and resolving contractor warranty issues after construction completion.

A DETAILED STATEMENT OF SERVICES TO BE PROVIDED UNDER EACH TASK*
The key services under each task are defined below. These services are based on the requirements of the City of Las Cruces and as required by NMAC 1.5.18.

A. Pre-Design Services – Programming, Master Planning, Existing Conditions Assessment:

1. Project administration;
2. Owner-supplied data and design standard coordination;
3. Establishment of program goals and needs;
4. Determination of space area requirements;
5. Establishment of space relationships;
6. Site analysis for building location;
7. Site utility studies and reports;
8. Obtaining licensing agencies' or other regulatory entities' consultation/review;
9. Review of owner's project budget;
10. Presentation(s) to owner;
11. Obtaining approval of programming documents from owner.

B. Schematic Design Phase Services:

1. Project administration including project design schedule,
2. Concept design for all applicable disciplines, including but not limited to:
   - architectural; civil; landscaping; structural; mechanical; electrical; other (as determined by the scope of work).
3. Interim design presentation(s) to owner;

4. Preliminary alternative materials and systems recommendations, including:
   - life cycle maintenance briefing of key systems;
   - feasibility of utilizing alternative energy sources.
5. Statement of probable construction cost;
6. Submittal and presentation of schematic design documents to owner;
7. Obtaining approval of schematic design documents from owner
8. Other (as determined by the scope of work).

C. Design Development Phase Services:

1. Project administration;
2. Finalization of design and selection of materials and systems for all applicable disciplines including but not limited to:
   - architectural; civil; landscaping; structural; mechanical; electrical; other (as determined by the scope of work).
3. Review of project design schedule;
4. Statement of probable construction cost;
5. Outline of specifications;
6. Coordinating the licensing agencies' or other regulatory entity's review;
7. Submittal and presentation(s) of design development documents to owner;
8. Obtaining approval of design development documents from owner
9. Other (as determined by the scope of work)

D. Construction Document Phase Services:

1. Project administration;
2. Preparation of final bidding and construction documents for all applicable disciplines, including but not limited to:

- architectural; civil; landscaping; structural; mechanical; electrical; other (as determined by the scope of work).

3. Detailed cost estimates;
4. Obtaining licensing agencies' and other regulatory entities' reviews and approvals;
5. Presentation(s) of bidding and construction documents to owner;
6. Obtaining approval of bidding and construction documents from owner.

E. Bidding Phase Services:

1. Project administration;
2. Bidding documents distribution;
3. Bidding inquiries review and disposition;
4. Proposed substitution, pre-approval, or prequalification review and disposition;
5. Issuance of addenda;
6. Representation and assistance to owner at bid opening;
7. Analysis of bids and recommendation on award of contract;
8. Assistance to owner in preparation and execution of construction agreement.

F. Construction Administration Phase Services:

1. Project administration;
2. Administration of preconstruction conference;
3. Periodic construction field observations;
4. Administration of progress meetings;
5. Review and disposition of: submittals; change orders; contractor pay requests; other (as determined by the scope of work).
6. Interpretation of documents;

7. Monitoring of construction schedule;

8. Coordination of applicable regulatory agency review and approvals;

9. Determination of substantial and final completion;

10. Project closeout, including: monitoring of maintenance, operation, and start-up; recording of construction and warranty documents.

G. Post-construction Services:

1. Monitoring of maintenance and operational troubleshooting;

2. Eleven-month warranty review.

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

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

AKS ARCHITECTURE, P.C., is a led by Myles Kraenzel, Principal Architect, with support from Karla Padilla, Project Manager, our production staff, and our consultants. This unique combination of experience, education, and training within our team creates:

- A team structure that allows us to provide design services for multiple projects types and sizes.
- Diversified project experience which supports the development of best value solutions.
- Dedicated service from the leadership of each firm throughout the project.

Myles and Karla will serve as your main points of contact for the design team. This layered management approach ensures that we can respond immediately to any concerns that may arise during design and construction. Our proposed design team has a strong working relationship as we have worked on many projects together. We also offer the advantage of the majority of our team being based in Las Cruces which allows us to provide the level of service that is required for this RFP.

MYLES KRAENZEL, ARCHITECT, PRINCIPAL-IN-CHARGE

Education:

- Masters in Architecture, Texas Tech University, 1998

Registration:

- Architect, NM #4922, NCARB #70,266

Experience: 27 years

- Now President and Principal Architect for AKS Architecture, P.C., Myles strives to continue the long tradition of quality design and planning that he helped to establish as a key member of Alley Associates, a firm with over 50 years of experience in public facilities.

Areas of Competence:

- Myles is dedicated to ensuring a successful project for the client and has specialized in public facility design for over 25 years. Key strengths include planning and design for complex projects, listening and communicating with key personnel and stakeholders, and contract administration.

Project Role:

- As Principal Architect Myles Kraenzel will oversee your project's development from start to finish and will lead programming and design efforts.

KARLA PADILLA, PROJECT MANAGER

Education:

- Master in Architecture, Texas A&M University, 2022
- Bachelor of Science in Architecture, Texas Tech - El Paso 2020
- Texas Tech University - Design Research Fellow

Experience: 4 years

- Karla has proven to be a critical member of our team since joining AKS in 2022. She has a strong background in architectural research and is highly skilled in the use of 3D modeling software.

Areas of Competence:

- Bringing our projects to life through 3D modeling and construction document production are key assets Karla provides to our team. Her background in architectural research also provides a unique perspective to our design process.

Project Role:

- Responsible along side the Principal Architect for the coordination of the entire project including
- communication with the design team. Will also assist with the coordination and production of construction documents.

JASON MILLER, CONSTRUCTION ADMINISTRATOR

Education:

- Journeyman - Sheet Metal #08198
- Backflow Prevention Technician #349

Experience: 23 years

- Jason has been the Lead Construction Administrator for Alley/AKS since 2003. Jason has a strong background in construction having been a mechanical journeyman for over 10 years prior to joining our team. His field experience includes commercial mechanical, electrical, roofing, and cabinetry projects.

Areas of Competence:

- Our team relies on Jason for detailed project tracking and his practical knowledge of construction enables accurate change order and pay application reviews as well as superior field observation.

Project Role:

- Jason directly supports all construction administration services for our projects and his diverse background in construction is critical to ensuring compliance with contract documents, tracking of project funds, and quality control through the submittal review process.

MARTIN HERNANDEZ, SR. PROJECT TECHNICIAN

Education:

- Associates in Computer-Aided Drafting, DACC, 1993
- Associates in Architectural Drafting, DACC, 1994

Experience: 30 years

- Martin has been with Alley/AKS for 30 years and has been the leader in construction document development and product on for our office. He has lead the development of our detailed CAD standards and has extensive knowledge in multiple construction types.

Areas of Competence:

- With his diverse background in the production of contract documents for many project types, Martin is critical to our production of quality documents. His ability to problem solve, develop details for multiple construction types, and communicate with team members is a key element in many of our successful projects.

Project Role:

- Responsible for the development and coordination of project drawings, including coordination with our consultants. Martin will also serve as additional quality control throughout the project.

Project Team Members Involvement:

PRINCIPAL ARCHITECT is involved through the whole process of the project from ECA to 11 Month walkthrough.

PROJECT MANAGER is involved from the beginning of the project to the 11 Month walkthrough. This allows for the manager to maintain project cohesiveness through out the process.

PRODUCTION TEAM is brought in during the Existing Conditions Assessment and is highly involved during our design process by having them attend owner review meetings. This ensures that all the problems and solutions associated with the project are fully understood and successfully communicated in the final drawings.

CONSTRUCTION ADMINISTRATOR is brought in at 50% of the CD stage of the process to provide an additional review of the set prior to completion, as well as getting familiar with the project's solutions to ensure implementation of these solutions are achieved during construction.

CONSULTANTS are heavily involved in the projects initial Existing Conditions Assessment and remain involved through the completion of the project schedule.

PRINCIPAL MEMBER/OFFICER OF THE FIRM RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT*
Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.

Firm Responsible for Administration of the Contract:

AKS ARCHITECTURE, P.C.

Myles Kraenzel, President/Principal Architect

1691 Hickory Loop

Las Cruces, NM 88005

List of subcontractors, including addresses, qualifications and areas of responsibility.

CIVIL DESIGN:

BOHANNAN HUSTON, INC.

425 S Telshor Blvd

Las Cruces, NM 88011

Tyler Hopkins PE, NM #20677; Vice President , 25 years experience

Eric Hamilton, PE, CFM Senior Project Manager, 20 years experience

Background:

Bohannan Huston, Inc. has been designing the future of New Mexico since 1959. Bohannan Huston, Inc. (BHI) is a nationally recognized service provider for both private and public sectors in the area of Engineering, Spatial Data, and Advanced Technologies. BHI has provided engineering design and survey services for public and civic institutions for decades. BHI has the local team members backed by the depth of New Mexico resources to lead engineering-focused projects and to provide engineering support on architectural projects. We provide Engineering services in the areas of grading and drainage, traffic and transportation, water supply, wastewater collection and treatment, and mechanical and electrical systems. We also offer a full-service Spatial Data department that can provide boundary surveys, topographic mapping, and full color planning/presentation mapping based on digital photography. Our

Advanced Technologies services, led through BHI's EnvisionIT Solutions division, can provide in-depth services for the design and implementation of computer networks, software development, computer system maintenance and support, and high-end graphic art services that can help present plans and information to the public in stunning visual format.

LANDSCAPE DESIGN:

PLAND COLLABORATIVE

600 1ST ST. NW, STE 100

Albuquerque, NM 87102

Aaron Zahm, PLA, ASLA, LEED AP, NM #LA448; Principal, 20 years experience

John Pope, PLA, ASLA, NM #LA470; Associate, 24 years experience

Background:

Pland Collaborative (formerly MRWM Landscape Architects) creates spaces that capture the imagination and stimulate the senses, include people of all ages, abilities and interests, and provide opportunities for users to connect with nature. We measure the success of our built environment by its ability to solve the physical and environmental challenges of a site with simple and compelling solutions. Founded in 1973, Pland is the largest landscape architecture and planning firm in New Mexico with offices in Albuquerque and Lubbock. We work primarily for government and institutional clients including federal, state, county and city agencies. Our project types include athletic facilities, parks, plazas, schools, play environments, streetscapes, campuses, medical facilities, cemeteries, and historic landscapes. We are a full service firm, offering a variety of comprehensive landscape architectural and planning services including site and master planning, complete design and construction documents, irrigation design, and construction administration. We consider environmental improvement to be a basic tenet of landscape architecture and planning and an imperative in our work. Through a highly collaborative process we work with clients to enhance each unique environment, making them elegant expressions of the cultures and ecosystems that compose them.

STRUCTURAL ENGINEERING:

STUBBS ENGINEERING

227 E. Amador Ave., Ste 200

Las Cruces, NM 88001

Michael Stubbs, PE, President, 28 years experience

Background:

As the president and principal engineer for Stubbs Engineering, Inc., Michael Stubbs oversees the design and construction of all projects for Stubbs Engineering, Inc. His experience with complicated structures and project management on the design and construction sides of projects, gives him a unique approach to problem solving. Michael approaches each project looking for ways to obtain the client's functional and aesthetic needs while maintaining the most economical solutions. Mr. Stubbs graduated from NMSU and immediately went to work for a New Mexico owned Structural and Civil Engineering fi rm. After three years with that firm, he decided to broaden his horizons and moved to Dallas. He was also the President of a joint venture between a Engineering firm and a Steel Fabricator, in which he provided both design and construction services. After nine years in Dallas, Mr. Stubbs returned home and founded Stubbs Engineering, Inc.

JTA ENGINEERING

311 Montana Ave, Suite 101

EL Paso, TX 79902

Sergio Jaramillo, PE, Managing Partner, 25 years experience

Background:

Sergio Jaramillo and Joe Tonneson are the managing members of JTA Engineering, LLC. JTA is a structural engineering consulting firm who serve architects, builders, and local jurisdictions. JTA has built a solid reputation for providing superior structural engineering through efficient designs. We provide solutions and investigate new ideas while utilizing state of the art proven concepts. JTA is registered in 35 states. We go above and beyond to provide our clients more that what is expected. Our involvement early in the project design provides true opportunities to recommend and improve structural engineering design efficiency through structural systems and other cost saving measurements. JTA believes the most important activity a consultant does in performing the job is listening. Listen to the client's needs and then advise on the appropriate course of action.

MECHANICAL, ELECTRICAL, PLUMBING, & TECHNOLOGY:

RBM ENGINEERING

1014 S Main St.

Las Cruces, NM 88005

Robert H. Beasley, PE; Principal/Mechanical Engineer, 39 years experience

Bryan R. Morris, P.E. Principal/Electrical Engineer, 38 years experience

Background:

RBM Engineering, Inc. is a consulting Mechanical, Electrical and Plumbing engineering firm with decades of experience in the Southwest. RBM Engineering has worked in partnership with just about every public and private entity and architectural firm, in this region. The completion of hundreds of projects with different variations, structures and challenges enable us to provide prominent high quality designs. RBM Engineering, Inc. prepares preliminary investigations, studies, cost estimates, and reports, preparation of construction contract plans, schedules, specifications, assistance during construction bidding and advice regarding contract awards, review of shop drawings, site visits, construction observations and testing to assure conformance with plans and specifications, troubleshooting or investigations of existing systems and recommendations on repair, replacement or modifications. RBM Engineering, Inc. also provides plans for updating or remodeling existing electrical, lighting, sound, plumbing, heating and air conditioned systems, engineered maintenance programs with recommendations and scheduling if required, energy conservation services ranging from preliminary audits and reports to complete engineering design and life-cycle reports for retrofit of remodeling projects, to include the studies required for LEED projects, technical reports, studies, and construction administration services.

LOCATION(S) OF OFFICE(S) *
Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

100% of our work will be performed at:

1691 Hickory Loop

Las Cruces, NM 88005

PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK *
Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.

Myles Kraenzel, Architect Registration #4922

1691 Hickory Loop

Las Cruces, NM 88005

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

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

RFP_25-26-004_Eval_Criteria_3_Past_Record_-_AKS.pdf

PRICE TABLES

COST MATRIX ONE

Delivered Services

Line Item	Description	Fee	Percentage
1	Services up to and including the completion of Design Development; including the delivery of Design Development documents.	Not to exceed % of the estimated cost of construction	5.6%
2	Services from the completion of Design Development up to and including the completion of construction documents; including the delivery of specifications, drawings and bid documents.	Not to exceed % of the estimated cost of construction	3.1%

Line Item	Description	Fee	Percentage
3	Services from the delivery of construction and bid documents up to and including the completion of construction contract administration; including the delivery of contract closeout documents.	Not to exceed % of the estimated cost of construction	3.8%

COST MATRIX TWO

Project Assignment

Line Item	Description	Unit of Measure	Unit Cost
1	Principal-In-Charge	Hourly Rate	$175.00
2	Project Architect / Project Engineer	Hourly Rate	$150.00
3	Architect	Hourly Rate	$150.00
4	Engineer (Structural, Mechanical, Electrical, Civil)	Hourly Rate	$270.00
5	Landscape Architect	Hourly Rate	$175.00
6	Interior Designer	Hourly Rate	$175.00
7	Cost Estimator	Hourly Rate	$140.00
8	Drafter	Hourly Rate	$75.00
9	Specification Writer	Hourly Rate	$120.00
10	Administration / Clerical	Hourly Rate	$50.00

COST MATRIX TWO CONT.

Project Assignment - Please list the position title and hourly rate for any other staff positions that are not included in the previous table.

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
1	Other (List)	Hourly Rate	Construction Administrator	$75.00
2	Other (List)	Hourly Rate	Civil - Technical Manager	$270.00
3	Other (List)	Hourly Rate	Civil - Designer	$210.00
4	Other (List)	Hourly Rate	Landscape Designer	$95.00
5	Other (List)	Hourly Rate	Landscape Architect Intern	$65.00
6	Other (List)	Hourly Rate	Structural - Staff Engineer	$150.00
7	Other (List)	Hourly Rate	Structural - Drafter	$105.00
8	Other (List)	Hourly Rate	MEPT - Registered Engineer	$160.00
9	Other (List)	Hourly Rate	MEPT - Senior Designer	$115.00
10	Other (List)	Hourly Rate	MEPT - Sr. CAD Operator	$75.00

PAST RECORD OF PERFORMANCE

The historical and successful track record of the AKS design team illustrates our ability to meet the most demanding scheduling and technical needs for the City of Las Cruces. The following projects provide specific information about our past performance in regards to scheduling and budgets on similar projects. As Owners, you are authorized to contact the listed projects' Owner/Representative in order to obtain an independent evaluation of the AKS team and our performance.

CLIENT REFERENCES AND TESTIMONIALS

Gloria Martinez, Director of Construction
Las Cruces Public Schools
Ph: (575) 527-6052 - Email: glomartinez@lcps.net

"Professionally, AKS is always looking for opportunities to grow and collaborate with other professionals, offering their expertise alongside some of the best in the industry. I have complete comfort working together with AKS, knowing that they will protect the interest of the Las Cruces Public School District. The projects we collaborate on are inspiring and creative, not only meeting the program and budget, but creating a sense of place and belonging within the community."

Nancy Vela, Director of Energy Management and Construction
Gadsden Independent School District
Ph: (575) 882-6921 - Email: nevela@gisd.k12.nm.us

"GISD has found the AKS Team to be conscientious, thorough and forthright. They have been excellent to work with and many times go beyond the call of duty to respond to our needs and schedules. We have a strong working relationship with AKS and feel we are able to communicate easily with them.

GISD has found AKS's work to be of high quality, backed up by capable and qualified staff and leadership, with good in-house support. They are quick to respond to any situation or issue and they take care of any problem in a professional responsive manner."

Jorge Au, III, Director of Facilities and Construction Management
Deming Public Schools
Ph: (575) 546-8841 - Email: jorge.au@demingps.org

"AKS takes great pride in providing quality Architectural Services and Design documents, and always makes themselves available to the project team and Owner. As an Owner's Representative I have worked side by side with AKS on several projects with a collective dollar amount of over $100 million dollars. Their ability to customize their service to an Owner, their Leadership Style, Availability, and Customer Service is second to none."

LAS CRUCES HIGH SCHOOL PHASE 1 AND 2

CLIENT:
Las Cruces Public Schools
Gloria Martinez, Director of Construction

AKS TEAM:
Rem Alley, Jr. - Principal Architect
Myles Kraenzel - Project Architect
Martin Hernandez - Sr Project Technician
Jason Miller - Construction Admin
Stubbs Engineering - Structural
Bohannan Huston - Civil

CONTRACTOR:
Wooten-Sundt, Joint Venture

SCHEDULE - DESIGN:

ESTIMATED:	ACTUAL:
Phase 1 - August 2013	September 2013
Phase 2 - October 2015	October 2015

CONSTRUCTION:

ESTIMATED:	ACTUAL:
Phase 1 - December 2015	August 2015
Phase 2 - April 2018	February 2019*

*Schedule was extended for added scope and major unforeseen roof deck replacement.

CONSTRUCTION BUDGET (MACC - including NMGRT):

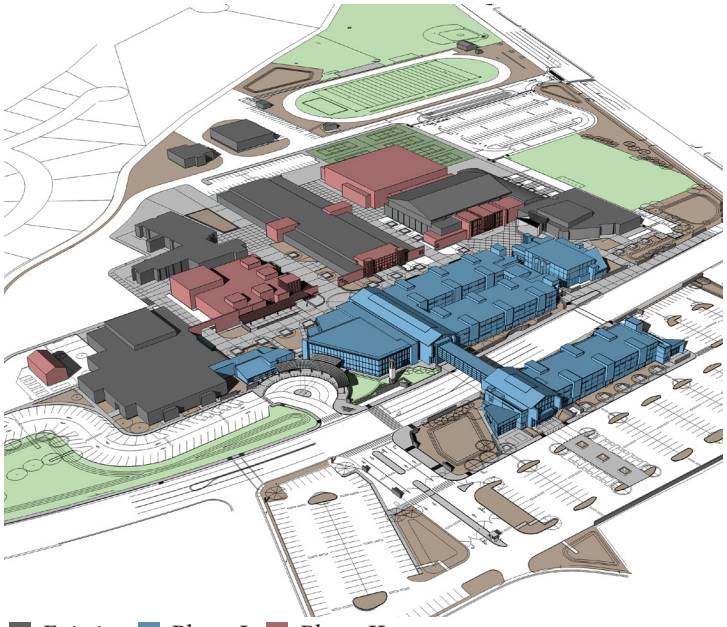
ESTIMATE:	BID AWARD:	FINAL:
$76,314,883	$76,521,074	$80,135,703

CHANGE ORDERS (as % of Bid Award):

DESIGN:	OWNER:	UNFORESEEN:
0.9%	1.7%	2.1%

RELEVANCE TO PROPOSED PROJECT:

- Provided multiple design options to the Owner during programming and schematic design.
- Designed to save owner on operational costs by incorporating standard district equipment, energy-saving features, and maintenance-friendly durable materials.
- Maintained educational environment for over 1,800 students through phasing strategies and by reducing construction time to minimize disruption.
- Project consisted of new construction, remodeling, building demolition, site and building utilities, building systems upgrades, re-roofing, landscaping, pedestrian and vehicular circulation, playfields, safety and security systems, camera systems and communications systems.



GADSDEN HIGH SCHOOL - ALL PHASES

CLIENT:
Gadsden Independent School District
Nancy Vela, Director for Energy Management and Construction

AKS TEAM:
Myles Kraenzel - Project Architect
Martin Hernandez - Senior Project Technician
Jason Miller - Construction Admin
Stubbs Engineering - Structural
Bohannan Huston - Civil
RBM Engineering - Mechanical, Electrical, Plumbing

CONTRACTOR:
GenCon General Contractors - Garry Keyes

SCHEDULE - DESIGN:

ESTIMATED:	ACTUAL:

Project design and construction was completed over multiple phases from 2006 through 2016.

CONSTRUCTION:

ESTIMATED:	ACTUAL:

Project design and construction was completed over multiple phases from 2006 through 2016.

CONSTRUCTION BUDGET (MACC - including NMGRT):

ESTIMATE:	FINAL:
$ 58,732,754*	$ 56,274,362*

* - Estimated budget for Phase 1, 2, and Campus Master Plan which outlined Phase 3, Parts 1-3. Final budget amount based on final change order from each phase.

RELEVANCE TO PROPOSED PROJECT:

- Site and building accessibility (ADA) upgrades.
- Re-roofing of all existing buildings.
- Parking lot and circulation improvements.
- Mechanical, electrical, and special systems upgrades to all buildings and including site utility infrastructure.
- Coordination of design and construction schedules with the District in order to keep campus operational during construction.
- Renovation of historical 1928 classroom building in coordination with the New Mexico Historic Preservation Division.

Gymnasium

Media Center

1928 Classroom Building

Restored 1928 Gymnasium

NEW DEMING HIGH SCHOOL - PHASES 1 - 2.3

CLIENT:
Deming Public Schools
Jorge Au, Director of Construction

AKS TEAM:
Myles Kraenzel - Project Architect
Martin Hernandez - Senior Project Technician
Jason Miller - Construction Admin
Bohannan Huston Civil Engineers
* - AKS was a Consulting Architect to Greer-Stafford Architecture. AKS was responsible for phase 1 site design, CTE wing design and construction admin., all design and construction admin for phases 2.0 - 2.3 which consisted of the Hofacket Building remodel, auxiliary gym remodel, and new baseball and soccer fields.

CONTRACTOR:
Phase 1 - Bradbury Stamm Construction - Dan Lyons, PM
Phase 2.0 - 2.2 - GenCon Corporation, Garry Keyes, PM
Phase 2.3 - ESA Construction, Marco Hamilton, PM

SCHEDULE - DESIGN (Phase 2.0-2.3):

ESTIMATED:	ACTUAL:
January 2019	January 2019

CONSTRUCTION (Phase 2.0-2.3):

ESTIMATED:	ACTUAL:
January 2020	April 2020*

* - Schedule extended due to Owner added scope

PROJECT BUDGET
(Phase 2.0-2.3 including NMGRT):

ESTIMATE:	BID AWARD:	FINAL:
$16,167,214	$15,826,042	$16,503,067*

*Owner added 2 tennis courts, asphalt paving, and fencing. Major unforeseen structural issues addressed at Hofacket

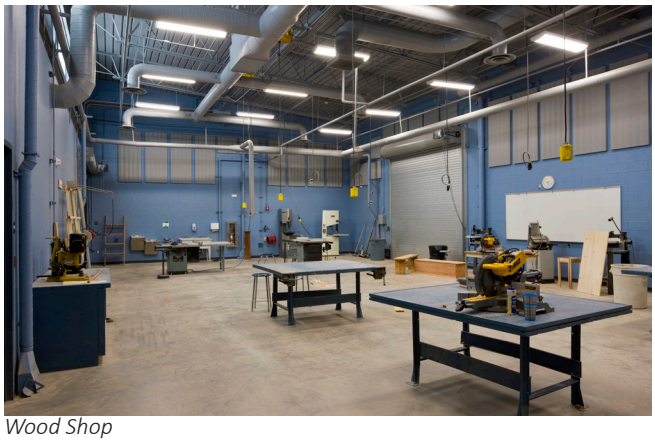
CHANGE ORDERS (as % of Bid Award):

DESIGN:	OWNER:	UNFORESEEN:
1.2%	1.9%	1.2%

RELEVANCE TO PROPOSED PROJECT:

- Scope of work included multiple project types such as new construction, remodeling, systems upgrades, site work, and building demolition.
- Implemented phasing strategies to keep existing buildings in operation.
- Designed to utilize durable and maintainable materials.
- Completed a campus masterplan to ensure the best use of the site and to accommodated future growth.

CTE Secure Exterior Work Area


Wood Shop

Main Entry

New Playfield

To further illustrate our past experience in public facility projects we have included a list of similar projects below. This is only a small sample of our relevant project experience as our team has been a part of over 200 public projects since 2001.

List of relevant projects:

New Construction, Additions, and Remodeling Projects:

- City of Las Cruces Fire Station #1 Mechanical Assessment Report
- City of Las Cruces JHWWTF ECA and Programming Report
- City of Las Cruces Solid Waste Building Improvements (in progress)
- City of Las Cruces Animal Shelter Addition-Remodel - 2001
- City of Las Cruces - City Hall Stair Repair*
- City of Las Cruces - Museum Bldg Exterior Repair*
- Las Cruces HS Phase 1 and 2
- Mayfield HS Kitchen Addition and Remodel
- Loma Heights ES Addition and Remodel
- SpinLaunch Test Facility Building - Spaceport America
- SWNM Fairground Barn Addition and Restroom Remodel
- Deming Workforce Solutions Addition and Remodel
- Silver City Workforce Development Center Remodel
- Alamogordo Workforce Development Center Remodel
- NMSU-DACC Site Selection Study and Design for Chaparral Center
- NMSU-DACC Gadsden Campus Addition - LEED Gold

Site Improvement Projects:

- Onate HS Playfield Improvements
- Mayfield HS Parking Improvements
- Mayfield HS Playfield Improvements
- Chaparral ES Parking Improvements
- Bell ES Parking Improvements
- Drainage Improvements at Three Schools
- Parking and Site Improvements - DACC Gadsden Center

Site and Building Systems Upgrade Projects:

- Lynn MS Mechanical Upgrade
- San Miguel Facility Upgrades
- Chaparral Area ES Wastewater System
- Geothermal Systems at Two ES
- Structural Repairs at Three ES
- Vado Elementary School Irrigation Well
- Multiple Re-roofing projects
- Deming Public Schools 2020 Security Projects

Accessibility Projects:

- Accessibility Upgrades - Five Schools
- Gadsden Schools 504 Transition Plan Projects
- Multi-family Affordable Housing Rehabs

* - Consultant to Stubbs Engineering

SpinLaunch Test Facility, Spaceport America

State of New Mexico Workforce Solutions - Deming

THE AKS TEAM ADVANTAGE

Experience: Our past work with the City of Las Cruces and our other clients on similar projects gives us a strong understanding of your standards and allows us to get to work right away developing solutions for any project. Our team has the experience to help develop multiple solutions in order to help ensure the Owners and the community are receiving the best combination of design and value. This experience allows us to analyze existing conditions efficiently and will help to support the early development of design solutions while maintaining the proposed project schedule.

Service: As stated by our clients, AKS takes great pride in the personalized and dedicated service we are able to provide to our clients. Our firm size allows our leadership structure to remain involved throughout the project and provides for consistent service to your team.

Accountability: Although we strive to be proactive to prevent errors, omissions, and change orders, a responsibility AKS takes very seriously; we also understand that minor discrepancies in our documents do occur given the extent and complexity of the information included in any project. We will work with your team and the Contractor to determine possible solutions and will work in partnership with the City of Las Cruces to professionally resolve these types of issues in a fair and reasonable manner.

Community: As members of our community, we are dedicated to the success of any project for our City. Providing a strong local design team with the knowledge and expertise to meet project challenges and assist the City through the design process will be instrumental in the success of your projects. The AKS team has successfully met similar challenges on recent projects, working side by side with you to turn those challenges into opportunities to develop sustainable design solutions that will support our community well into the future.

Las Cruces High School Rendering

ATTACHMENT A

CITY OF LAS CRUCES

Term Contract for Architectural and Engineering Services
Contract Number 25-26-004

Project Order	Number (#)	**Architect/Engineer:**	
Fee Proposal		**A/E's project manager:**	
Date Requested:			*(to be completed by A/E)*
Notice to Proceed:		**Project Manager e-mail:**	
Date Issued:			*(to be completed by A/E)*

Project Order Title:
Insert title here
Physical address / location here, if applicable

This Project Order, Number (Enter Number), is issued pursuant to the Agreement Between Owner and Architect, dated (Contract Date), between the City of Las Cruces and AKS Architecture, P.C., incorporated herein by reference.

Scope of Work:
The scope of work for which Architect's Services are to be performed under this Project Order is generally described as:

-

A/E personnel and sub-consultants:
The A/E staffs the project orders as generally identified by function and/or discipline in the proposal and as specifically listed herein to work on this Project Order. *(to be completed by A/E)*

Schedule:
Number of calendar days required to provide Architect's Basic Services through the completion of construction documents: _____
(to be completed by A/E)

Compensation:
The A/E shall perform all architectural and engineering services required for the completion of this Project Order's scope of work for the basic compensation computed as follows:

For the services as described in the (Scope of Work above, attached document, etc.) _____ ($ _____)
(to be completed by A/E)

For services from the delivery of construction and bid documents to the completion of construction contract administration, a lump sum of _____ ($ _____)
(to be completed by A/E)

or, based on the hourly rates listed in the fee proposal,

a fixed not-to-exceed amount of _____ ($ _____)
(to be completed by A/E)

The basic compensation proposed above shall be subject to negotiation and revision. Any such revision made by the Owner shall be agreed to by the A/E prior to this Proposal Request becoming a Notice to Proceed.

Fee proposal revisions:

Proposed Fee ($)	Revised Fee ($)	Revised by Owner *(date)*	Accepted by A/E *(date)*

Project Order Proposal Submitted By:

Architect/Engineer

By: _____
(signature) *(date)*

Name: _____

Title: _____

Project Order Proposal Accepted By:

Owner

By: _____
(signature) *(date)*

Name: _____

Title: _____

Attachments:

1.
2.
3.

EXHIBIT "B"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of February 2026 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Archipeli, PLLC, of 2617 Montana Avenue, El Paso, Texas, 79903, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
On-call Architectural and Engineering services on an as-needed basis via Project Order (Attachment A) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 25-26-004, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

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

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as outlined in Exhibit A, at an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project(s) that are required by the CITY and it will serve the CITY diligently and

faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2026 for a term of five years through April 30, 2031, for a term of five (5) years.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY, and as agreed to for each project assigned under the terms of this Agreement.

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

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

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

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

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

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

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

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

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

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

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

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

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

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

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

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Sreedevi Bhathala Mohanraj
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Archipeli, PLLC 2617 Montana Avenue El Paso, Texas 79903 ATTENTION: Federico Perez

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.

ARCHIPELI, PLLC

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

for 12/11/2025
City Attorney

EXHIBIT A

A. Project assignment is initiated by the City providing the CONTRACTOR a detailed project description, including scope of work and any other special instructions needed by the CONTRACTOR to provide complete services necessary for carrying out the work presented by the City. The CONTRACTOR shall provide services that may include, but not be limited to, the following:

    1. Pre-Design Services including but not limited to cost estimating, programming, building code reviews, master planning, and feasibility studies
    2. Preliminary and Schematic Design Services
    3. Design Development Services
    4. Construction Documents Services
    5. Design Services may include architectural, civil, structural, mechanical, electrical engineering, plumbing, and landscape architectural services
    6. Construction Contract Procurement (Bidding or Negotiation) Services
    7. Construction Contract Administration Services
    8. Other types of professional services of a nature consistent with the intent of the RFP, i.e. gathering public input, public meetings, Council meetings
    9. Contact authorities having jurisdiction

B. Documents required to be prepared by the CONTRACTOR will vary depending on the scope of work of the individual Project Order; generally, may consist of the following but not limited to:

    1. Pre-Design Services shall consist of a written program, diagrams and drawings containing design objectives, space requirements, space relationships, flexibility and expandability, site and landscaping requirements, and construction cost estimates.
    2. Preliminary and Schematic Design documentation shall consist of conceptual site and building plans, study models, perspective sketches, electronic modeling, or combinations of these media; and construction cost estimates.
    3. Design Development and Construction Documents Services consist of specifications, drawings, and bid documents.
    4. Construction Contract Administration documentation shall consist of copies of field reports, shop drawings, progress photographs, and drawings of record.
    5. Documents prepared by the CONTRACTOR for use by the City shall be delivered in electronic format in an application acceptable to the City; typically, MSWord, Excel, Building Information Modeling (BIM), and Autocad (latest version). Documents specifically for use in bidding the

work of a Project Order shall be delivered to the City in an acceptable Americans with Disabilities Act (ADA) format.

C. The CONTRACTOR shall also be able to provide the services of specific sub-consultants, including but not limited to the following:

1. Landscape Architect
2. Interior Designer
3. Professional Engineers (Civil, Structural, Electrical, Mechanical)
4. Specialized Consultants (e.g. Architectural Programming, Acoustics, Environmental Assessments, LEED certification, Historic Building Preservation / State Historic Preservation Office [SHPO])

City of Las Cruces

Procurement

-, -

700 N. Main Street, Las Cruces, NM 88001

[ARCHIPELI, PLLC] RESPONSE DOCUMENT REPORT

RFP No. 25-26-004

Architectural & Engineering Services

RESPONSE DEADLINE: September 9, 2025 at 4:00 pm

Report Generated: Thursday, November 20, 2025

ARCHIPELI, PLLC Response

CONTACT INFORMATION

Company:
ARCHIPELI, PLLC

Email:
yvetteapril19@yahoo.com

Contact:
Federico Perez

Address:
2617 MONTANA AVENUE
El Paso, TX 79903

Phone:
N/A

Website:
www.archipeli.com

Submission Date:
Sep 8, 2025 2:17 PM (Mountain Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 13, 2025 12:08 AM by Federico Perez

Addendum #2
Confirmed Aug 22, 2025 3:45 PM by Federico Perez

Addendum #3
Confirmed Sep 5, 2025 9:57 PM by Federico Perez

QUESTIONNAIRE

1. RFP Compliance Declaration*

In compliance with the requirements of this RFP, I offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

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

Confirmed

2. NM Tax & Revenue Dept. CRS

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

N/A

3. Current NM Secretary of State Business ID

Corporations Only

N/A

4. Current CLC Business Registration

Respondents located in Las Cruces only

N/A

5. Federal I.D. Number *

823098228

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

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

It is our understanding the Scope is for Architectural Services for as-needed miscellaneous assignments. Our firm will work in conjunction with the City of Las Cruces and will comply with each Scope of Work as required.

Furthermore, we also understand that the services may include, but are not limited to: FULL ARCHITECTURAL DESIGN SERVICES: Preliminary Study, Schematic Design, Design Development, Construction Documents, Bidding and Award, Construction Administration-Monitoring, Post Completion and Warranty. We also understand that there may be products required within our scope of services such as: Investigations, Evaluations, Analysis, Reports, Programming, Soils Investigation, Planning, Drawings, Specifications, Cost Estimates, Building Permits, Field Inspections, As-Built plans and any other City requirements.

ArchiPELI's experience is wide and varied after twenty-five years of being one of the top architectural firms in El Paso. We bring exceptional experience on small $50K projects to over $40 Million dollar projects. We are familiar with Turnkey Capital Design Development, Coordination and Oversight, Utility Coordination, Charettes, Public Presentation, Architectural modeling and Rendering, Urban and Contextual Analysis, Code Analysis, Bid Support Services, and Construction Administration. Other clients such as local Governments, School Districts, Utilities, Health Institutions and Institutions of Higher Education have afforded us experience in overseeing and managing field investigations such geotechnical investigations, land surveys, developing schedules and budgets, proactively and aggressively recommending cost effective measures to make the project a reality. Perform feasibility studies, structural analysis, and other studies as required to inform the owner of significant items needed for a successful project. Review shop drawings through in person and/or virtual attendance and participation in project meetings. Therefore, we will equally and successfully achieve all these tasks for the City of Las Cruces.

We understand the complexity of project coordination and meeting deadlines as a design team. The implementation of our Quality Assurance & Quality Control (QAQC) assures a well coordinated delivery method for the project(s). All efforts are closely monitored by our firm's Project Manager to provide all disciplines with a clear and regular line of communication. Each phase is initiated with coordination of goals, constraints, timeframes and targeted design submittals. Our Quality Assurance plan involves continued evaluation and coordination of each phase with city, county, state and federal laws and regulations. Weekly meetings are held to assure the project goals and objectives have been met. The implementation of our Quality Control plan involves in-house coordination amongst all trades to meet the City's scope of work and requirements.

archiPELI's Quality Assurance policy requires that the procedures for incorporating design changes into the construction plans be well developed and fully utilized. The earlier that design changes are recognized and implemented the lower the cost for the owner and the higher quality drawings are provided for cost estimating and construction. These represent the quality issues that will need to be monitored during the Quality Assurance effort and final review acceptance of the Lead Architect. Another area of activity of Quality Assurance in our office, which is continuously monitored, is the development of plans and specifications. Architectural and engineering plans and specifications often change during the construction phase of a complex project.

In order to minimize construction cost increases while meeting all of the specifications in the plans and design, our lead Architect requires that the advertising for bids and awarding of contracts be closely monitored by them and the Project Manager. The qualifications of the contractors and sub-contractors to perform the services advertised and meet the quality requirements are examined carefully during the construction phase of the project. This is an element in the program for Quality Assurance in construction.

Our firm's Technical approach to projects is to the proposed As-Needed Architectural Services is to have the Architect involved at all times. This minimizes communication breakdowns between the client, the architect and other involved parties of the project. Also, this allows clear direction as to the program at the onset of the project; we will be able to make quality decisions and be ready to address specific issues on the design of the "assigned project(s)". We recommend to proceed with a project in sequence from schematic design to design development to construction documents to construction administration, because our experience has shown that skipping a phase is actually false economy.

Schematic Phase:

CoLC - participate in planning; provide program, schedule and budget requirements; sign off on schematic plan.

Architect - address program's issues at this phase; obtain code requirements; commence code research; coordinate with all disciplines; visit site; develop schedule; review and develop budget.

Consultants - coordinate with architect; survey site; meet with city officials; review code requirements; formulate a plan for tying in utilities.

Design Development:

CoLC - provide any additional information pertinent to design; sign off on Design Development plan.

Architect - refine schematic plan; complete code research; coordinate with disciplines; coordinate schedule.

Consultants - coordinate with architect; provide options for utility services; research Code requirements; observation of building and site.

Construction Documents:

CoLC - approve Construction Document Plans; pay for permits and plan submittals, unless agreed otherwise; handle advertising of project to bidders; coordinate with architect a pre-bid meeting; receive bids from contractors and evaluate bids with the architect's assistance.

Architect - complete drawings and specifications of project; seal and sign drawings; submit for permit review; complete IECC report for building envelope; send drawings to print; handle bidding process.

Consultants - complete drawings and specifications; seal and sign drawings; complete IECC reports for envelope, energy, lighting and mechanical.

Construction Administration:

CoLC - handle payment applications; Approve change orders; attend meetings.

Architect - review Contractor's schedule and Schedule of Values; coordinate correspondence from owner, engineer and contractor; review and approve shop drawings; respond to RFI's; attend weekly project site inspections of contractor's work and progress and submit written inspection report to owner; attend meetings; generate punchlists; review and approve close-out items; address payment application; transmit to owner all manuals, operating instructions, as-built plans, warranties, guarantees and other documents submitted by contractor; review and prepare as-built drawings.

Consultants - handle pertinent shop drawings; respond to RFI's; attend meetings; generate Punch-lists; make site observations.

General Contractor - issue shop drawings; provide payment applications; give progress reports; coordinate all construction disciplines; provide construction schedule with due dates and duration of phases.

THESE ARE SIMPLE HIGHLIGHTS OF A LONG LIST OF ITEMS THAT GO INTO COMPLETING A SUCCESSFUL PROJECT.

MAJOR TASKS TO BE ACCOMPLISHED*
Each task is unique and will be evaluated on a case-by-case basis. Some of the major Items that need to be addressed, regardless of the scope are as follow:
Review project budget and establish targets congruent with CSI format.

-Understand User Department needs.
-Conduct multi-agency Code Research.
-Establish project team needed for each task.
-Establish project team leaders and point of contact for each task.
-Understand and evaluate timeline for each task.

A DETAILED STATEMENT OF SERVICES TO BE PROVIDED UNDER EACH TASK*
ArchiPELI will address proposed tasks in the scope of work by systematically analyzing the Scope of each task and correlating with the budget. Each task will be dissected using the thirty three (33) divisions of the CSI specification standards. All tasks will have Division One included in the scope, however not all may have Division 31 and 32 - Exterior Improvements, or Division Seven—Roofing. Therefore, as stated above, each task will be divided and each will be assigned a CSI division list; the budget will be matched with each division and a cost will be assigned to it. Drawing from our vast years of experience, this allows us the foresight to estimate

what each Division cost should be – and we are therefore able to understand if the budget is feasible. Each task will also be analyzed in terms of which of our consultant's best fits the scope and if they have the key personnel resources to achieve the task. Our MAIN prerogative is to ensure the projects are on time and are within budget.

All of our consultants have not only worked on Public and Private projects with us, but specifically have worked on Governmental and related-type projects. Each one of our consultants has worked with our firm on one or several projects designed for Public City clients. ArchiPELI will proceed with the "assigned project(s)" in a methodical and organized approach: from Schematic Design, Design Development, Construction Documents, to Bidding & Negotiation to Construction Administration. We will remain attentive to the schedule and most importantly to the requests and recommendations of the City and respective user Departments.

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

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

Federico (Fred) Perez - Architect-100%, Steve Franco-Senior Project Architect-50%, Martin Jaime-Project Manager-80-100%, Steve Calderazzo-Architect Liason-50%, Jose Escobedo-Architectural Intern/Drafting-50%, Ricardo Estrada-Architectural Intern/Drafting-30%, Tomas Gallegos-Architectural Intern/Drafting-30% or as needed per scope of work.

NOTE: This section had already been completed and formatted in detail as a PDF per original instruction and was ready to attach. Due to such short notice of the addendum no. 3 before the due date, PDF of this section is also included under section 8 as part of the attachment for detailed information requested for your reference.

PRINCIPAL MEMBER/OFFICER OF THE FIRM RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT*
Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.

ARCHTIECT: ArchiPELI, PLLC - Federico (Fred) Perez, AIA -Registered Architect, 2617 Montana Avenue, El Paso, TX 79903 915.533.0052

CIVIL: Brock & Bustillos, Inc. -Sergio Adame, P.E. Civil Engineer, 417 Executive El Paso, TX 79902 (915) 542-4900

MEP: BATH Engineering, Inc. -Javier Garcia, P.E., QCxP, LEED AP, Senior Electrical Engineer / Fernando Luna, P.E. Senior Mechanical Engineer, 4110 Rio Bravo, Ste. 102, El Paso, Texas 79902 (915) 313-7200 and 5345 Wyoming Blvd. NE, Ste. 201, Albuquerque, NM 87109 (505) 828-9080.

STRUCTURAL: HARDER Structural Engineering, LLC -Isaac Harder, P.E. President., 108 South Stanton Street El Paso, TX 79901, (915) 787-0622.

LANDSCAPE ARCHITECT: SITES SOUTHWEST, LLC -Robert (Bob) M. Oberdorfer, RLA,PLA –Senior Landscape Architect, 1700 Central SW, Ste. B, Albuquerque, NM 87104 (505) 822-8200.

OTHER SERVICES
(If required per project requirements)

Environmental Assessments / Historic Building Preservation:
Zia Engineering & Environmental Consultants, LLC, Las Cruces, NM
Mr. Edward Martinez, P.E. (575) 532-1526

Other / Alternate Consultants and Engineers:
To be determined, as needed per each specific project

NOTE: This section had already been completed and formatted in detail as a PDF per original instruction and was ready to attach. Due to such short notice of the addendum no. 3 before the due date, PDF of this section is also included under section 8 as part of the attachment for detailed information requested for your reference.

LOCATION(S) OF OFFICE(S) *
Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

2617 Montana Avenue
El Paso, TX 79903
(915) 533-0052

Our firm office is located in El Paso, TX In addition, our architect's Liaison, Mr. Steve Calderazzo, resides and has an office in Las Cruces, NM. He will be available for immediate in-person contact should it be deemed necessary if the architect is unable to arrive of an hour notice.

NOTE: This section had already been completed and formatted in detail as a PDF per original instruction and was ready to attach. Due to such short notice of the addendum no. 3 before the due date, PDF of this section is also included under section 8 as part of the attachment for detailed information requested.

PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK *
Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.

Federico (Fred) Perez, AIA, Principal/President New Mexico License No. 003403

2617 Montana Avenue, El Paso, Texas 79903 Office (915) 533-0052 Cel. (915) 494-8153

NOTE: This section had already been completed and formatted in detail as a PDF per original instruction and was ready to attach. Due to such short notice of the addendum no. 3 before the due date, PDF of this section is also included under section 8 as part of the attachment for detailed information requested for your reference.

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

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

7.1_Key_Personnel.pdf
7.2_Principal_in_charge_of_Contract_Admin._&_Subconsultants_list.pdf
7.3_Office_Location.pdf
7.4_Professional_in_direct_charge_sheet.pdf
8.1_PROJECT_SHEETS_(with_Transmittal_Letter).pdf

PRICE TABLES

COST MATRIX ONE

Delivered Services

Line Item	Description	Fee	Percentage
1	Services up to and including the completion of Design Development; including the delivery of Design Development documents.	Not to exceed % of the estimated cost of construction	1.25%
2	Services from the completion of Design Development up to and including the completion of construction documents; including the delivery of specifications, drawings and bid documents.	Not to exceed % of the estimated cost of construction	2.25%
3	Services from the delivery of construction and bid documents up to and including the completion of construction contract administration; including the delivery of contract closeout documents.	Not to exceed % of the estimated cost of construction	7%

COST MATRIX TWO

Project Assignment

Line Item	Description	Unit of Measure	Unit Cost
1	Principal-In-Charge	Hourly Rate	$275.00
2	Project Architect / Project Engineer	Hourly Rate	$275.00
3	Architect	Hourly Rate	$250.00

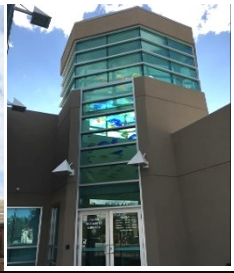
Line Item	Description	Unit of Measure	Unit Cost
4	Engineer (Structural, Mechanical, Electrical, Civil)	Hourly Rate	$275.00
5	Landscape Architect	Hourly Rate	$200.00
6	Interior Designer	Hourly Rate	$180.00
7	Cost Estimator	Hourly Rate	$150.00
8	Drafter	Hourly Rate	$125.00
9	Specification Writer	Hourly Rate	$95.00
10	Administration / Clerical	Hourly Rate	$75.00

COST MATRIX TWO CONT.

Project Assignment - Please list the position title and hourly rate for any other staff positions that are not included in the previous table.

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
1	Other (List)	Hourly Rate	Architectural Programming	$125.00
2	Other (List)	Hourly Rate	Environmental Assessment	$180.00
3	Other (List)	Hourly Rate	LEED	$180.00
4	Other (List)	Hourly Rate	SHPO	$180.00

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
5	Other (List)	Hourly Rate	Other- cost to be determined as needed per project scope	$0.00
6	Other (List)	Hourly Rate	Other- cost to be determined as needed per project scope	$0.00
7	Other (List)	Hourly Rate	Other-cost to be determined as needed per project scope	$0.00
8	Other (List)	Hourly Rate	Other-cost to be determined as needed per project scope	$0.00
9	Other (List)	Hourly Rate	Other-cost to be determined as needed per project scope	$0.00
10	Other (List)	Hourly Rate	Other-cost to be determined as needed per project scope	$0.00



Federico (Fred) Perez, AIA, NCARB Registered Architect

FIRM PRINCIPAL

Years with Firm: 27
Years Experience: +35
City of Residence: **El Paso, Texas**

Education:
Bachelor of Architecture
University of Texas at Austin 1988

Professional Registration:

New Mexico	003403
Texas	14760
NCARB	68321

Professional Affiliations:
American Institute of Architects
(Past El Paso Chapter President)
Texas Society of Architects
(Past Board Member El Paso)
Building & Standards Commission

STATE OF NEW MEXICO
Board of Examiners for Architects
License No. 003403 Expires: December 31, 2025
Federico Perez
Executive Director
is a registered architect in good standing in the State of New Mexico.

PROFESSIONAL EXPERIENCE:
Mr. Fred Perez has in excess of ***35*** years experience in the architectural profession, including 19 years as former co-founder of **ARTchitecture** I, L.P and 8 years now as **ARCHIPELI, PLLC**. He brings extensive experience in a large range of governmental, municipalities, civic, commercial, educational, private and medical projects. Mr. Perez has served as Project Architect in various capacities on projects for The City of El Paso; Sun Metro; EPIA, EP Electric Co. & EP Water Co.; Ft. Bliss, TX; HACEP; Maverick County; local Public School Districts; Tropicana Properties, to name a few. Fred's knowledge of leadership in Energy and Environmental Design, allows him to produce sustainable project designs if required. He will be the ***Project Architect*** and ***Point of*** Contact. **Fred will devote his time and energy in the design, planning, direction, control, coordination, inspection and observation of the work as required.**

PROJECT EXPERIENCE:

CITY OF EL PASO
Total of ***30+*** Projects ranging from ***New Construction/ Design-Build/ Improvements / Renovations/ Remodel /Additions*** throughout El Paso. Current Projects include: -Fire Station No. 16 Renovation; -EPIA NASA One & GSE Workshop Roof replacement; -EPIA NASA Hangar T-38 Roof replacement; Other projects include: Clint Landfill Breakroom Addition; 4 Splash Spray Parks; AB Fall Mansion Remodel; Irving Schwartz Library & Memorial Park Branch Library.

EL PASO WATER UTILITIES / EL PASO ELECTRIC COMPANY
-EPW IKARD Lift Station Replacement (Fabens Water District)
-EPW Fred Hervey Water Reclamation Plant Generators Building Improvements
-EPW Haskell Street Wastewater Treatment Plant Generators Bldg. Improvements
-EPW 3 Surface Injection Facilities Improvements
-EPW Joe Caro Pump Station Upgrade
-EPW Heath De Leon Booster Station
-EPE Hawkins Service Center Renovation
-EPE Dallas-San Antonio St. Building Renovation; Caliente Pole Yard Improvements
-EPE Esmeralda Park Improvements; Network Workshop Building Facility

FT. BLISS
Several Miscellaneous Project Renovations/ Improvements/ Upgrades Such as: Renovation of HQ 12 Buildings; OMA-S Renovation of 3 Historical Buildings; Several Barracks Renovations; Warehouse for U.S. Border Patrol Tactical Unit (BORTAC); Office Expansion for U.S. Border Patrol, Ysleta Station.

MAVERICK COUNTY (EAGLE PASS, TX)
-County Law Enforcement Training Facility
-County Emergency Operation Center

SOCORRO, YSLETA, CLINT, & EL PASO INDEPENDENT SCHOOL DISTRICTS
*(*Over ***40+*** projects-includes Several **New** Building and Classroom/Facility **Renovations, Additions, Improvements, Remodels** throughout The Districts).

OTHER PROJECTS
-Vescovo Toyota new Car Dealership, Las Cruces, NM
-Ysleta Del Sur Pueblo-Fire Department and Property Management Renovations
-Ysleta del Sur Pueblo-New Police Headquarters and Maintenance Facility
-Tropicana Properties, Inc. - ***25+*** New Apartment Complexes throughout El Paso

Steve A. Franco, Senior Project Manager

Years of Experience: 50
City of Residence: **El Paso, Texas**

Office:
1221 Lonewood Dr.
El Paso, TX 79925
915.873.3223
franco_steve@yahoo.com

Professional Registration:
Interior Design
Texas Registration #3876

PROFESSIONAL EXPERIENCE:

Mr. Franco has in excess of 50 years of architectural experience which includes project management, bidding, and construction administration. He started in the field of architecture with the firm of Foster, Henry, and Thorpe in 1973 to 1976. He then continued his work experience with Carson Consultants from 1977 to 1984 at which time he soon became a managing partner. In 1986 Mr. Franco took over the firm as Owner/President and formed Carson Franco (CFA) until 2010 when he merged his firm with Carl Daniel Architects as an Owner/ Managing partner. In 2023, Mr. Franco left CFA and started his current firm Franco A. Franco LLC. (SAF). He is currently providing independent design services and Project Management for various local business entities.

RELATED PROJECT EXPERIENCE (Senior Project Manager while working with CFA)
CITY OF EL PASO: Mr. Franco brings experience with over 40+ Projects ranging from New Construction/ Design-Build/ Improvements / Renovations/ Remodel /Additions throughout El Paso and completing them with much success. Some of his recent completed projects include:

-El Paso Fire Department, Main Headquarters
-El Paso Fire Department, Fire Station #27, 29 & 30
-El Paso Fire Department, Fire Station #31 & 33
-El Paso County Sheriff's HQ
-El Paso Central Appraisal District Re-roofing Project
-El Paso County Archives Building
-Re-roofing of Pavo Real & Nations Tobin Recreation Centers
-Humane Society of El Paso, Main Headquarters

-Texas International Gas & Oil

OTHER PROJECTS:
-RAIZ Federal Credit Unions throughout the city
-Teachers Federal Credit Union Executive Headquarters
-Teachers Federal Credit Union Northwest Branch
-Teachers Federal Credit Union Yandell Branch
-El Paso Employees Federal Credit Union – Mission Valley Branch
-El Paso Employees Federal Credit Union – Saul Kleinfeld Branch
-El Paso Employees Federal CU-Administration Headquarters and Loan Center
-numerous other clients in the private sector

SCHOOL PROJECT EXPERIENCE: (EPCC, Socorro ISD, El Paso ISD, and Ysleta ISD:
projects include several New Building and Classroom/Facility Renovations, Additions, Improvements, Remodels throughout The Districts).

Steve Calderazzo, Architectural Support– Architect Liaison

Steve brings over ***20*** years of Architectural experience. He is a Bachelor's and Master's Graduate in Architecture from Texas Tech University. He will serve on the team as our local architect's Liaison. Part of his experience comes from his currently owned business, CCG, LLC in Las Cruces, NM. formed in 2017. His duties consist of managing the day-to-day operations of the company. Other duties include design / build for commercial and residential construction projects based on owner programming requirements. Beginning with site assessment and inventory, schematic design development, design development, and construction documentation. Secure all necessary permits and contracts. Provide and develop project budgets to include estimating material and labor costs using various software products to manage and track project costs. Estimating design and construction timelines. Sub-contract and communicate with different trades throughout the course of the project to ensure completion of work. Ensure a safe working environment per OSHA guidelines and standards. Forecast and respond to problems and concerns and quickly develop solutions throughout the project. Consult and meet regularly with stakeholders from design inception to construction completion. City of Residence: Las Cruces, NM. Percentage Time: 50% or as needed.

Martin Jaime, Project Manager

Martin is a graduate from Golden West College, Huntington Beach, California. He has been with our firm for over ***19*** years and brings over ***25*** years of architectural experience. Prior to joining our firm, Martin was project manager/ drafter for an architectural firm in California. For our firm, he has worked on a wide range of project types such as ***civic, governmental, municipal,*** industrial, educational, medical, religious, residential, private sector clients, among others. He has excellent AutoCADD, REVIT, 3D Rendering skills, Graphic Design, IT, BIM, among other software programs and can successfully manage projects from the preliminary design stages to construction phase process. Martin will serve on the production team as Senior Project Manager for this project. City of Residence: El Paso TX. Percentage Time: 80-100% or as needed.

Jose Escobedo, Architectural Intern/Drafting Support

Jose recently re-joined our team this year and brings over ***20*** years of architectural experience. He was a previous employee with our firm, *ARTchitecture* in 2005. Jose has continued a working relationship with our firm since then for over ***19*** years, providing services for various projects as-needed. Jose brings extensive experience on a wide range of project types such as ***civic, governmental, municipal,*** educational, retail, industrial, residential, private sector clients, among others. He brings the experience with AutoCADD, REVIT, 3D Rendering skills, Graphic Design, IT, BIM, among other software programs, and can successfully manage projects from the preliminary design stages to construction phase process. Jose will serve as drafting support as required under contract basis. City of Residence: El Paso TX. Percentage Time: 30% or as needed.

Ricardo Estrada, Architectural Intern/Drafting (Reg. Civil Engineer – Mexico)

Ricardo is a graduate from the University of Cd. Juarez, Chih. with a Bachelors in Civil Engineering and will serve as architectural intern drafting support under contract basis for this project. When required, he also oversees construction document production and makes sure projects are being constructed on the field as per specifications. Ricardo has over ***30*** years of Architectural Experience and brings the experience required for this project. He has worked on a wide range of ***multiple civic and governmental projects,*** as well as projects for commercial, educational, religious, medical, residential and private sector clients. He has excellent AutoCADD, REVIT, 3D Rendering skills, Graphic Design, among other programs, and can successfully manage projects from the design stages to construction phase process. City of Residence: El Paso TX. Percentage Time: 30% or as needed.

Tomas Gallegos, Intern Architect/Drafting Support

Tomas is a graduate from the University of Cd. Juárez, Chih. with a Bachelors in Architecture and has over ***30*** years of Architectural Experience. He has worked on a wide range of project types for ***civic, governmental, municipal,*** commercial, educational, medical, residential and private sector clients. Tomas has excellent experience in AutoCADD, REVIT, Graphic Design, IT, BIM, among other software programs, and is able to complete projects from the design through the construction phase process. He will serve on the production team as architectural intern drafting support as required under contract basis. City of Residence: El Paso TX. Percentage Time: 30% or as needed.

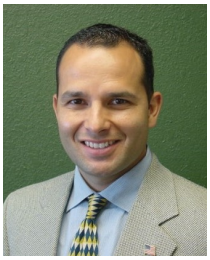
OUR TEAM will provide all necessary staffing availability and be committed to the project from beginning to end to meet the project schedule.

7.2 Principal responsible for administration of the contract.

Architect/Architectural Programming/Interior Designer -ArchiPELI, PLLC
Mr. Federico (Fred) Perez, AIA Principal/President will be the Principal member responsible for the entire project(s). The following are some duties Mr. Fred Perez will perform as part of his administration of the contract: — Meet with the client, present proposals to prospective clients, attend project meetings, negotiate project fees, assemble project engineers, negotiate project fees with engineers, prepare schedules. — Program client needs, prepare Schematic Design plans, prepare Design Development Plans, prepare Construction Documents Plans. — Coordinate correspondence from owner, engineers and contractor during construction; review shop drawings; respond to RFI's; make site observations; attend meetings; generate punch-lists; review and approve close-out items; address payment application. These are some generalized duties to be performed, along with any other requirements to reach a successful project. Mr. Fred Perez is a Registered Architect in New Mexico, License No. 003403 and has successfully performed various projects in Las Cruces, NM and surrounding areas. Mr. Steve Franco, Senior Project Manager, will also collaborate with our team as Licensed Interior Designer, if required by the scope of work. **ArchiPELI** will provide Architectural Design Services per project requirements. The firm's address is 2617 Montana Avenue, El Paso, TX 79903 (915) 533-0052.

Federico Perez, AIA, NCARB
Registered Architect

Civil Engineering/Surveying – BROCK & BUSTILLOS, Inc.
Sergio Adame, P.E., Vice-President/Project Manager. Brock & Bustillos Inc. provides professional engineering, surveying, design, and construction services for public and private clients in West-Texas, Southern New Mexico and Arizona. "We have built our engineering and surveying practice upon hard work, fairness and quality. Using the latest cutting edge technology, we have created a civil design and surveying firm that will give our clients the productivity and design standards they desire. From design to planning and management, we are committed to accurate, prompt, courteous and professional service." B & B specializes in Planning and Design of Public Works; Residential Master Planning; Commercial/Industrial Master Planning; Master Grading; Traffic Engineering; Water and Wastewater; Storm Management; Construction Management; Land Planning and Development. Sergio Adame brings over 30 years of experience required and will provide civil professional services. He is registered in New Mexico, License No. 16553 The firm's address is 417 Executive El Paso, TX 79902 (915) 542-4900.


Sergio Adame, P.E.
Civil Engineer

Electrical, Mechanical/Plumbing Engineering / LEED - BATH Engineering Group
Javier Garcia, P.E./Fernando Luna, P.E. – Principals. ***BATH Group*** provides professional mechanical, electrical, and instrumentation engineering services to government entities and multinational corporations. Bath provides services to a wide range of clients including municipal, state and federal government; educational; healthcare; military; commercial and industrial. Bath's engineers are *LEED Accredited Professionals.* Bath Engineering provides the following consulting engineering and construction management services: Process and instrumentation engineering; Piping design and pipe stress analysis; Airfield lighting; Asset security; Fueling/Alternate fueling facilities; Area classification and Hazardous analysis; Clean room design; Equipment and facility relocations; Pressure vessel design; Process equipment selection and specification; Electrical design and power system analysis; Distributive and digital control systems design; Energy monitoring and control system design; PLC programming; Telemetry and SCADA system design; Instrumentation logic development; Communication, networks, and fiber optic systems; Heating, ventilation, and air conditioning design (HVAC); Plumbing design; Fire protection design (sprinkler systems); Lighting design; Electrical high voltage substation design; Cathodic protection design; Natural gas pipeline transmission design; Lightning and grounding protection design; Procurement, expediting, and in-plant inspection; Critical path scheduling; Energy Modeling and LEED Design. Javier Garcia is registered in New Mexico, License No. 14969 and USGBC - LEED Accredited Professional Commissioning Professional. Fernando Luna is also registered in New Mexico, License No. 21694. BATH Group has successfully performed various projects in New Mexico and will provide MEP professional services per project requirements. The firm's address is 4110 Rio Bravo, Ste. 102, El Paso, Texas 79902 (915) 313-7200 as well as another location at 5345 Wyoming Blvd. NE, Ste. 201, Albuquerque, NM 87109 (505) 828-9080.

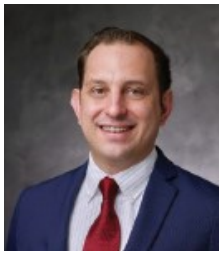
Javier Garcia, P.E., QCxP,
LEED AP, Electrical Engineer

Fernando Luna, P.E.
Senior Mechanical Engineer

Structural Engineering - HARDER Structural Engineering, LLC.

Isaac Harder, P.E. President. Since ***Harder Structural Engineering's*** inception, we have established creative solutions to numerous projects with varying degrees of complexity for private and public owners. We provide clients solutions to achieve their goals by combining our experience and innovation with our endless pursuit of total customer satisfaction. Our experience with materials and techniques used in today's industry allows us to design structures that are not only better engineered, but also better built, with higher performance and longer durability, resulting in a better investment for owners. Mr. Harder has worked on a wide range of project types for civic, governmental, commercial, educational, medical, residential and private sector clients. Projects include new design, remodels, improvements, additions, historic preservation, warehouses, multistory gymnasiums, schools, parking garages, medical offices, fire departments, convention centers, apartment complexes, utility control houses, retail buildings, custom homes, among others. Mr. Isaac Harder is a Registered Structural Engineer in New Mexico, License No. 26613 and has successfully performed various projects in Las Cruces, NM and surrounding areas. He is a graduate from New Mexico State University with a Bachelors and Masters degree. HARDER will provide Structural related type services per project requirements. The firm's address is 108 South Stanton Street El Paso, TX 79901, (915) 787-0622.

HARDER STRUCTURAL ENGINEERING



Isaac Harder, P.E.
Structural Engineer

Landscape Architect - SITES SOUTHWEST, LLC

Robert (Bob) M. Oberdorfer, RLA,PLA –Senior Landscape Architect. ***SITES Southwest*** was founded in 1997 as a firm dedicated to melding the skills of urban planners with the special talents of landscape architects. Since that time, Sites Southwest has grown in size and professionally. It now offers Landscape Architecture, Planning/Community Design and Environmental Services. Its Mission is to be the most exceptional provider of these services to both the public and private sectors. The Core Philosophy of the company is to create great places that are well planned, designed and sustainably oriented by merging environmental concepts with economics and culture that will improve the quality of life in the communities in which we work. Robert (Bob) has been creating green solutions for over 30 years. He focuses strongly on ecologically responsible design practices and enjoys the challenge of finding inventive, yet practical solutions to vexing design problems. Specializing in creating and enhancing recreational corridors, Bob has developed a regional expertise in the planning and design of multi-use trails and bikeways, as well as arroyo stabilization and stream restoration – often in combination. He promotes Low-Impact Development (LID) techniques and regionally appropriate planting design in all his projects. Bob is a Registered Landscape Architect in New Mexico, License No. 167 with a Master's Degree in Community and Regional Planning from the University of New Mexico and a Bachelor's in Landscape Architecture from Michigan State University. Sites Southwest will provide related type Landscape design services per project requirements. The firm's address is 1700 Central SW, Ste. B, Albuquerque, NM 87104 (505) 822-8200.

SITES SOUTHWEST

Robert M. Oberdorfer, ASLA, PLA
Senior Landscape Architect

OTHER SERVICES

(If required per project requirements)

- **Environmental Assessments / Historic Building Preservation**

Zia Engineering & Environmental Consultants, LLC, Las Cruces, NM
Mr. Edward Martinez, P.E. (575) 532-1526

zia engineering & environmental consultants, llc

755 S Telshor Blvd. Ste. Q-201
Las Cruces, NM 88011

- **Other / Alternate Consultants and Engineers**

To be determined, as needed per each specific project

Other Engineers and Consulting members of the team will play significant roles in their own field and will make up the sum of the parts. Together we will provide the City of Las Cruces successful projects that all members will be proud of.

7.3

Firm Name: archiPELI, PLLC

Office Location:

2617 Montana Avenue

El Paso, TX 79903

(915) 533-0052

Our firm office is located in El Paso, TX In addition, our architect's Liaison, Mr. Steve Calderazzo, resides and has an office in Las Cruces, NM. He will be available for immediate in-person contact should it be deemed necessary if the architect is unable to arrive of an hour notice.

Our firm provides a complete staff of key personnel to meet all project requirements.

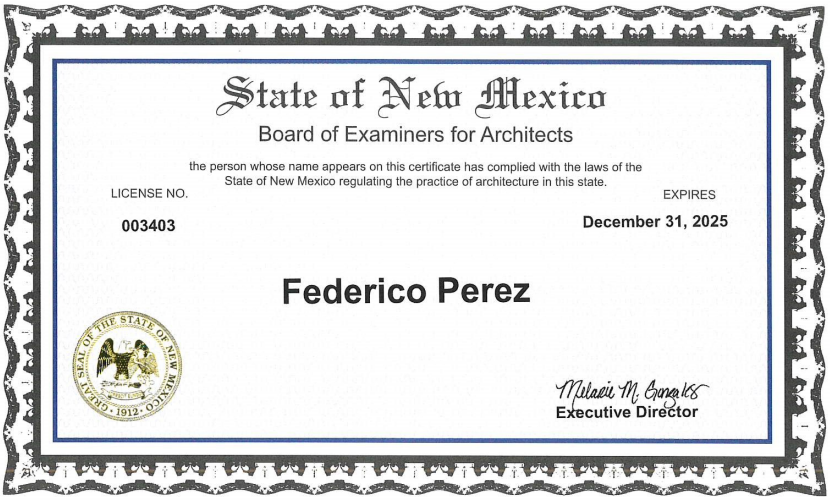
Our Mission: *No other form of* ***ART*** *has such a lasting and constant effect on the human spirit as architecture. From the time a human being is born, elements such as colors, forms and textures begin to be a part of a daily experience. With this belief, archiPELI realizes the importance and responsibility we have as architects to be able to recognize and utilize the necessary elements to create a beautiful and comfortable experience. Time and budgetary constraints become essential ingredients for every successful project and the number of satisfied clients is the best way to measure the success of our mission. The firm has been performing architectural services since 1998 (as ARTchitecture), and originated a new company on October 2017 as* ***ARCHIPELI, PLLC*** *dba* ***archiPELI.***

7.4 Professional responsible for and in direct charge of the work

Federico (Fred) Perez, AIA, Principal/President

Office Address: 2617 Montana Avenue
El Paso, Texas 79903
Office (915) 533-0052
Cel. (915) 494-8153

Mr. Perez will be the Professional responsible to head the team and will work directly with the ***City of Las Cruces*** through all phases and for the duration of the project. He will act as the conduit for all participating parties and will manage and coordinate with our team of design Consultants and Project Manager, Martin Jaime. Our architect and project manager will work hand-in-hand with our staff and team of consultants and direct the production team. The respective principals/owners of the other disciplines of the team will handle the execution of the programs accordingly and in unison with ArchiPELI.



State of New Mexico
Board of Examiners for Architects

the person whose name appears on this certificate has complied with the laws of the State of New Mexico regulating the practice of architecture in this state.

LICENSE NO. 003403

EXPIRES December 31, 2025

Federico Perez

Executive Director

Detach here

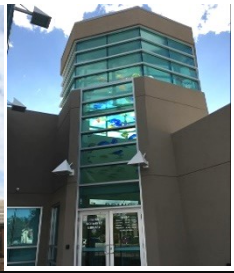
STATE OF NEW MEXICO
Board of Examiners for Architects

License No. 003403 Expires December 31, 2025

Federico Perez

Executive Director

is a registered architect in good standing in the State of New Mexico.



Federico (Fred) Perez, AIA, NCARB Registered Architect

FIRM PRINCIPAL

Years with Firm: 27
Years Experience: +35
City of Residence: **El Paso, Texas**

Education:
Bachelor of Architecture
University of Texas at Austin 1988

Professional Registration:
New Mexico 003403
Texas 14760
NCARB 68321

Professional Affiliations:
American Institute of Architects
(Past El Paso Chapter President)
Texas Society of Architects
(Past Board Member El Paso)
Building & Standards Commission

STATE OF NEW MEXICO
Board of Examiners for Architects
License No. 003403 Expires: December 31, 2025
Federico Perez
Melanie M. Gonzales
Executive Director
is a registered architect in good standing in the State of New Mexico.

PROFESSIONAL EXPERIENCE:
Mr. Fred Perez has in excess of ***35*** years experience in the architectural profession, including 19 years as former co-founder of **ARTchitecture** I, L.P and 8 years now as **ARCHIPELI, PLLC**. He brings extensive experience in a large range of governmental, municipalities, civic, commercial, educational, private and medical projects. Mr. Perez has served as Project Architect in various capacities on projects for The City of El Paso; Sun Metro; EPIA, EP Electric Co. & EP Water Co.; Ft. Bliss, TX; HACEP; Maverick County; local Public School Districts; Tropicana Properties, to name a few. Fred's knowledge of leadership in Energy and Environmental Design, allows him to produce sustainable project designs if required. He will be the ***Project Architect*** and ***Point of*** Contact. **Fred will devote 100% his time and energy in the design, planning, direction, control, coordination, inspection and observation of the work as required.**

PROJECT EXPERIENCE:

CITY OF EL PASO
Total of ***30+*** Projects ranging from ***New Construction/ Design-Build/ Improvements / Renovations/ Remodel /Additions*** throughout El Paso. Current Projects include: -Fire Station No. 16 Renovation; -EPIA NASA One & GSE Workshop Roof replacement; -EPIA NASA Hangar T-38 Roof replacement; Other projects include: Clint Landfill Breakroom Addition; 4 Splash Spray Parks; AB Fall Mansion Remodel; Irving Schwartz Library & Memorial Park Branch Library.

EL PASO WATER UTILITIES / EL PASO ELECTRIC COMPANY
-EPW IKARD Lift Station Replacement (Fabens Water District)
-EPW Fred Hervey Water Reclamation Plant Generators Building Improvements
-EPW Haskell Street Wastewater Treatment Plant Generators Bldg. Improvements
-EPW 3 Surface Injection Facilities Improvements
-EPW Joe Caro Pump Station Upgrade
-EPW Heath De Leon Booster Station
-EPE Hawkins Service Center Renovation
-EPE Dallas-San Antonio St. Building Renovation; Caliente Pole Yard Improvements
-EPE Esmeralda Park Improvements; Network Workshop Building Facility

FT. BLISS
Several Miscellaneous Project Renovations/ Improvements/ Upgrades Such as: Renovation of HQ 12 Buildings; OMA-S Renovation of 3 Historical Buildings; Several Barracks Renovations; Warehouse for U.S. Border Patrol Tactical Unit (BORTAC); Office Expansion for U.S. Border Patrol, Ysleta Station.

MAVERICK COUNTY (EAGLE PASS, TX)
-County Law Enforcement Training Facility
-County Emergency Operation Center

SOCORRO, YSLETA, CLINT, & EL PASO INDEPENDENT SCHOOL DISTRICTS
*(*Over ***40+*** projects-includes Several **New** Building and Classroom/Facility **Renovations, Additions, Improvements, Remodels** throughout The Districts).

OTHER PROJECTS
-Vescovo Toyota new Car Dealership, Las Cruces, NM
-Ysleta Del Sur Pueblo-Fire Department and Property Management Renovations
-Ysleta del Sur Pueblo-New Police Headquarters and Maintenance Facility
-Tropicana Properties, Inc. - ***25+*** New Apartment Complexes throughout El Paso

Steve A. Franco, Senior Project Manager

Years of Experience: 50
City of Residence: **El Paso, Texas**

Office:
1221 Lonewood Dr.
El Paso, TX 79925
915.873.3223
franco_steve@yahoo.com

Professional Registration:
Interior Design
Texas Registration #3876

PROFESSIONAL EXPERIENCE:

Mr. Franco has in excess of 50 years of architectural experience which includes project management, bidding, and construction administration. He started in the field of architecture with the firm of Foster, Henry, and Thorpe in 1973 to 1976. He then continued his work experience with Carson Consultants from 1977 to 1984 at which time he soon became a managing partner. In 1986 Mr. Franco took over the firm as Owner/President and formed Carson Franco (CFA) until 2010 when he merged his firm with Carl Daniel Architects as an Owner/ Managing partner. In 2023, Mr. Franco left CFA and started his current firm Franco A. Franco LLC. (SAF). He is currently providing independent design services and Project Management for various local business entities. He will dedicate 50% time to project or as needed per scope of work.

RELATED PROJECT EXPERIENCE (Senior Project Manager while working with CFA)
CITY OF EL PASO: Mr. Franco brings experience with over 40+ Projects ranging from New Construction/ Design-Build/ Improvements / Renovations/ Remodel /Additions throughout El Paso and completing them with much success. Some of his recent completed projects include:

-El Paso Fire Department, Main Headquarters
-El Paso Fire Department, Fire Station #27, 29 & 30
-El Paso Fire Department, Fire Station #31 & 33
-El Paso County Sheriff's HQ
-El Paso Central Appraisal District Re-roofing Project
-El Paso County Archives Building
-Re-roofing of Pavo Real & Nations Tobin Recreation Centers
-Humane Society of El Paso, Main Headquarters

-Texas International Gas & Oil

OTHER PROJECTS:
-RAIZ Federal Credit Unions throughout the city
-Teachers Federal Credit Union Executive Headquarters
-Teachers Federal Credit Union Northwest Branch
-Teachers Federal Credit Union Yandell Branch
-El Paso Employees Federal Credit Union – Mission Valley Branch
-El Paso Employees Federal Credit Union – Saul Kleinfeld Branch
-El Paso Employees Federal CU-Administration Headquarters and Loan Center
-numerous other clients in the private sector

SCHOOL PROJECT EXPERIENCE: (EPCC, Socorro ISD, El Paso ISD, and Ysleta ISD:
projects include several New Building and Classroom/Facility Renovations, Additions, Improvements, Remodels throughout The Districts).

Martin Jaime, Project Manager

Martin is a graduate from Golden West College, Huntington Beach, California. He has been with our firm for over ***19*** years and brings over ***25*** years of architectural experience. Prior to joining our firm, Martin was project manager/ drafter for an architectural firm in California. For our firm, he has worked on a wide range of project types such as ***civic, governmental, municipal,*** industrial, educational, medical, religious, residential, private sector clients, among others. He has excellent AutoCADD, REVIT, 3D Rendering skills, Graphic Design, IT, BIM, among other software programs and can successfully manage projects from the preliminary design stages to construction phase process. Martin will serve on the production team as Senior Project Manager for this project. City of Residence: El Paso TX. Percentage Time: 80-100% or as needed.

Steve Calderazzo, Architectural Support– Architect Liaison

Steve brings over ***20*** years of Architectural experience. He is a Bachelor's and Master's Graduate in Architecture from Texas Tech University. He will serve on the team as our local architect's Liaison. Part of his experience comes from his currently owned business, CCG, LLC in Las Cruces, NM. formed in 2017. His duties consist of managing the day-to-day operations of the company. Other duties include design / build for commercial and residential construction projects based on owner programming requirements. Beginning with site assessment and inventory, schematic design development, design development, and construction documentation. Secure all necessary permits and contracts. Provide and develop project budgets to include estimating material and labor costs using various software products to manage and track project costs. Estimating design and construction timelines. Sub-contract and communicate with different trades throughout the course of the project to ensure completion of work. Ensure a safe working environment per OSHA guidelines and standards. Forecast and respond to problems and concerns and quickly develop solutions throughout the project. Consult and meet regularly with stakeholders from design inception to construction completion. City of Residence: Las Cruces, NM. Percentage Time: 50% or as needed.

Jose Escobedo, Architectural Intern/Drafting Support

Jose recently re-joined our team this year and brings over ***20*** years of architectural experience. He was a previous employee with our firm, *ARTchitecture* in 2005. Jose has continued a working relationship with our firm since then for over ***19*** years, providing services for various projects as-needed. Jose brings extensive experience on a wide range of project types such as ***civic, governmental, municipal,*** educational, retail, industrial, residential, private sector clients, among others. He brings the experience with AutoCADD, REVIT, 3D Rendering skills, Graphic Design, IT, BIM, among other software programs, and can successfully manage projects from the preliminary design stages to construction phase process. Jose will serve as drafting support as required under contract basis. City of Residence: El Paso TX. Percentage Time: 50% or as needed.

Ricardo Estrada, Architectural Intern/Drafting (Reg. Civil Engineer – Mexico)

Ricardo is a graduate from the University of Cd. Juarez, Chih. with a Bachelors in Civil Engineering and will serve as architectural intern drafting support under contract basis for this project. When required, he also oversees construction document production and makes sure projects are being constructed on the field as per specifications. Ricardo has over ***30*** years of Architectural Experience and brings the experience required for this project. He has worked on a wide range of ***multiple civic and governmental projects,*** as well as projects for commercial, educational, religious, medical, residential and private sector clients. He has excellent AutoCADD, REVIT, 3D Rendering skills, Graphic Design, among other programs, and can successfully manage projects from the design stages to construction phase process. City of Residence: El Paso TX. Percentage Time: 30% or as needed.

Tomas Gallegos, Intern Architect/Drafting Support

Tomas is a graduate from the University of Cd. Juárez, Chih. with a Bachelors in Architecture and has over ***30*** years of Architectural Experience. He has worked on a wide range of project types for ***civic, governmental, municipal,*** commercial, educational, medical, residential and private sector clients. Tomas has excellent experience in AutoCADD, REVIT, Graphic Design, IT, BIM, among other software programs, and is able to complete projects from the design through the construction phase process. He will serve on the production team as architectural intern drafting support as required under contract basis. City of Residence: El Paso TX. Percentage Time: 30% or as needed.

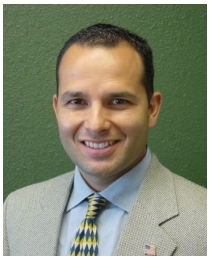
OUR TEAM will provide all necessary staffing availability and be committed to the project from beginning to end to meet the project schedule.

7.2 Principal responsible for administration of the contract.

Architect/Architectural Programming/Interior Designer -ArchiPELI, PLLC
Mr. Federico (Fred) Perez, AIA Principal/President will be the Principal member responsible for the entire project(s). The following are some duties Mr. Fred Perez will perform as part of his administration of the contract: — Meet with the client, present proposals to prospective clients, attend project meetings, negotiate project fees, assemble project engineers, negotiate project fees with engineers, prepare schedules. — Program client needs, prepare Schematic Design plans, prepare Design Development Plans, prepare Construction Documents Plans. — Coordinate correspondence from owner, engineers and contractor during construction; review shop drawings; respond to RFI's; make site observations; attend meetings; generate punch-lists; review and approve close-out items; address payment application. These are some generalized duties to be performed, along with any other requirements to reach a successful project. Mr. Fred Perez is a Registered Architect in New Mexico, License No. 003403 and has successfully performed various projects in Las Cruces, NM and surrounding areas. Mr. Steve Franco, Senior Project Manager, will also collaborate with our team as Licensed Interior Designer, if required by the scope of work. **ArchiPELI** will provide Architectural Design Services per project requirements. The firm's address is 2617 Montana Avenue, El Paso, TX 79903 (915) 533-0052.

Federico Perez, AIA, NCARB
Registered Architect

Civil Engineering/Surveying – BROCK & BUSTILLOS, Inc.
Sergio Adame, P.E., Vice-President/Project Manager. Brock & Bustillos Inc. provides professional engineering, surveying, design, and construction services for public and private clients in West-Texas, Southern New Mexico and Arizona. "We have built our engineering and surveying practice upon hard work, fairness and quality. Using the latest cutting edge technology, we have created a civil design and surveying firm that will give our clients the productivity and design standards they desire. From design to planning and management, we are committed to accurate, prompt, courteous and professional service." B & B specializes in Planning and Design of Public Works; Residential Master Planning; Commercial/Industrial Master Planning; Master Grading; Traffic Engineering; Water and Wastewater; Storm Management; Construction Management; Land Planning and Development. Sergio Adame brings over 30 years of experience required and will provide civil professional services. He is registered in New Mexico, License No. 16553 The firm's address is 417 Executive El Paso, TX 79902 (915) 542-4900.


Sergio Adame, P.E.
Civil Engineer

Electrical, Mechanical/Plumbing Engineering / LEED - BATH Engineering Group
Javier Garcia, P.E./Fernando Luna, P.E. – Principals. ***BATH Group*** provides professional mechanical, electrical, and instrumentation engineering services to government entities and multinational corporations. Bath provides services to a wide range of clients including municipal, state and federal government; educational; healthcare; military; commercial and industrial. Bath's engineers are *LEED Accredited Professionals.* Bath Engineering provides the following consulting engineering and construction management services: Process and instrumentation engineering; Piping design and pipe stress analysis; Airfield lighting; Asset security; Fueling/Alternate fueling facilities; Area classification and Hazardous analysis; Clean room design; Equipment and facility relocations; Pressure vessel design; Process equipment selection and specification; Electrical design and power system analysis; Distributive and digital control systems design; Energy monitoring and control system design; PLC programming; Telemetry and SCADA system design; Instrumentation logic development; Communication, networks, and fiber optic systems; Heating, ventilation, and air conditioning design (HVAC); Plumbing design; Fire protection design (sprinkler systems); Lighting design; Electrical high voltage substation design; Cathodic protection design; Natural gas pipeline transmission design; Lightning and grounding protection design; Procurement, expediting, and in-plant inspection; Critical path scheduling; Energy Modeling and LEED Design. Javier Garcia is registered in New Mexico, License No. 14969 and USGBC - LEED Accredited Professional Commissioning Professional. Fernando Luna is also registered in New Mexico, License No. 21694. BATH Group has successfully performed various projects in New Mexico and will provide MEP professional services per project requirements. The firm's address is 4110 Rio Bravo, Ste. 102, El Paso, Texas 79902 (915) 313-7200 as well as another location at 5345 Wyoming Blvd. NE, Ste. 201, Albuquerque, NM 87109 (505) 828-9080.

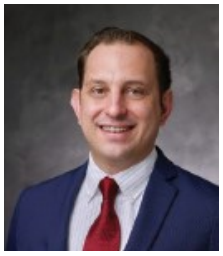
Javier Garcia, P.E., QCxP,
LEED AP, Electrical Engineer

Fernando Luna, P.E.
Senior Mechanical Engineer

Structural Engineering - HARDER Structural Engineering, LLC.

Isaac Harder, P.E. President. Since ***Harder Structural Engineering's*** inception, we have established creative solutions to numerous projects with varying degrees of complexity for private and public owners. We provide clients solutions to achieve their goals by combining our experience and innovation with our endless pursuit of total customer satisfaction. Our experience with materials and techniques used in today's industry allows us to design structures that are not only better engineered, but also better built, with higher performance and longer durability, resulting in a better investment for owners. Mr. Harder has worked on a wide range of project types for civic, governmental, commercial, educational, medical, residential and private sector clients. Projects include new design, remodels, improvements, additions, historic preservation, warehouses, multistory gymnasiums, schools, parking garages, medical offices, fire departments, convention centers, apartment complexes, utility control houses, retail buildings, custom homes, among others. Mr. Isaac Harder is a Registered Structural Engineer in New Mexico, License No. 26613 and has successfully performed various projects in Las Cruces, NM and surrounding areas. He is a graduate from New Mexico State University with a Bachelors and Masters degree. HARDER will provide Structural related type services per project requirements. The firm's address is 108 South Stanton Street El Paso, TX 79901, (915) 787-0622.

HARDER STRUCTURAL ENGINEERING



Isaac Harder, P.E.
Structural Engineer

Landscape Architect - SITES SOUTHWEST, LLC

Robert (Bob) M. Oberdorfer, RLA,PLA –Senior Landscape Architect. ***SITES Southwest*** was founded in 1997 as a firm dedicated to melding the skills of urban planners with the special talents of landscape architects. Since that time, Sites Southwest has grown in size and professionally. It now offers Landscape Architecture, Planning/Community Design and Environmental Services. Its Mission is to be the most exceptional provider of these services to both the public and private sectors. The Core Philosophy of the company is to create great places that are well planned, designed and sustainably oriented by merging environmental concepts with economics and culture that will improve the quality of life in the communities in which we work. Robert (Bob) has been creating green solutions for over 30 years. He focuses strongly on ecologically responsible design practices and enjoys the challenge of finding inventive, yet practical solutions to vexing design problems. Specializing in creating and enhancing recreational corridors, Bob has developed a regional expertise in the planning and design of multi-use trails and bikeways, as well as arroyo stabilization and stream restoration – often in combination. He promotes Low-Impact Development (LID) techniques and regionally appropriate planting design in all his projects. Bob is a Registered Landscape Architect in New Mexico, License No. 167 with a Master's Degree in Community and Regional Planning from the University of New Mexico and a Bachelor's in Landscape Architecture from Michigan State University. Sites Southwest will provide related type Landscape design services per project requirements. The firm's address is 1700 Central SW, Ste. B, Albuquerque, NM 87104 (505) 822-8200.

SITES SOUTHWEST

Robert M. Oberdorfer, ASLA, PLA
Senior Landscape Architect

OTHER SERVICES

(If required per project requirements)

- **Environmental Assessments / Historic Building Preservation**

Zia Engineering & Environmental Consultants, LLC, Las Cruces, NM
Mr. Edward Martinez, P.E. (575) 532-1526

zia engineering & environmental consultants, llc

755 S Telshor Blvd. Ste. Q-201
Las Cruces, NM 88011

- **Other / Alternate Consultants and Engineers**

To be determined, as needed per each specific project

Other Engineers and Consulting members of the team will play significant roles in their own field and will make up the sum of the parts. Together we will provide the City of Las Cruces successful projects that all members will be proud of.

7.3

Firm Name: archiPELI, PLLC

Office Location:

2617 Montana Avenue

El Paso, TX 79903

(915) 533-0052

Our firm office is located in El Paso, TX In addition, our architect's Liaison, Mr. Steve Calderazzo, resides and has an office in Las Cruces, NM. He will be available for immediate in-person contact should it be deemed necessary if the architect is unable to arrive of an hour notice.

Our firm provides a complete staff of key personnel to meet all project requirements.

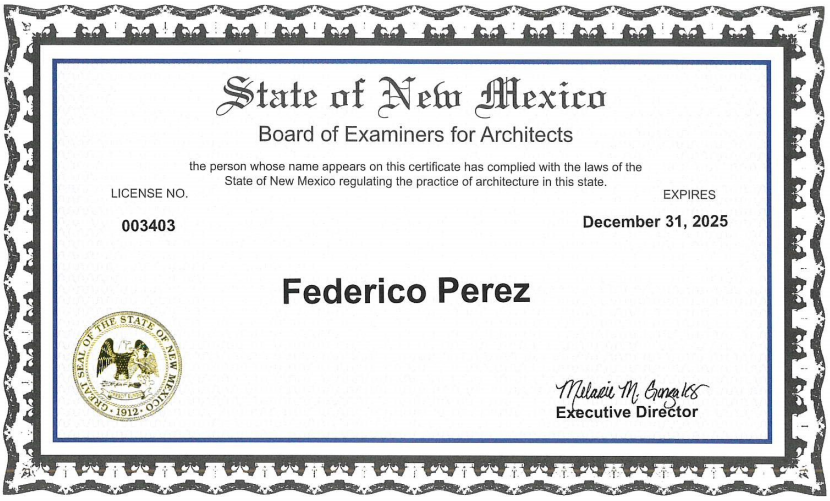
Our Mission: *No other form of* ***ART*** *has such a lasting and constant effect on the human spirit as architecture. From the time a human being is born, elements such as colors, forms and textures begin to be a part of a daily experience. With this belief, archiPELI realizes the importance and responsibility we have as architects to be able to recognize and utilize the necessary elements to create a beautiful and comfortable experience. Time and budgetary constraints become essential ingredients for every successful project and the number of satisfied clients is the best way to measure the success of our mission. The firm has been performing architectural services since 1998 (as ARTchitecture), and originated a new company on October 2017 as* ***ARCHIPELI, PLLC*** *dba* ***archiPELI.***

7.4 Professional responsible for and in direct charge of the work

Federico (Fred) Perez, AIA, Principal/President

Office Address: 2617 Montana Avenue
El Paso, Texas 79903
Office (915) 533-0052
Cel. (915) 494-8153

Mr. Perez will be the Professional responsible to head the team and will work directly with the ***City of Las Cruces*** through all phases and for the duration of the project. He will act as the conduit for all participating parties and will manage and coordinate with our team of design Consultants and Project Manager, Martin Jaime. Our architect and project manager will work hand-in-hand with our staff and team of consultants and direct the production team. The respective principals/owners of the other disciplines of the team will handle the execution of the programs accordingly and in unison with ArchiPELI.



State of New Mexico
Board of Examiners for Architects

the person whose name appears on this certificate has complied with the laws of the State of New Mexico regulating the practice of architecture in this state.

LICENSE NO. 003403

EXPIRES December 31, 2025

Federico Perez

Executive Director

Detach here

STATE OF NEW MEXICO
Board of Examiners for Architects

License No. 003403 Expires December 31, 2025

Federico Perez

Executive Director

is a registered architect in good standing in the State of New Mexico.

September 9, 2025

City of Las Cruces
700 N. Main Street
Las Cruces, NM 88001

RE: Architectural and Engineering Services
RFP No. 25-26-004

We are pleased to introduce our Architectural firm along with our Design team and would consider it a great honor to be selected as part of your professional Architectural project team. **The *time-honored* practice of Architecture is based on the combination of the fundamental principles of sound Design married with Construction knowledge. This union is critical for any successful Architectural project and essential for client satisfaction.** Our team ***will*** extend these principles directly into its Architectural Design. We take pride in providing such Design that works distinctly with the client's needs of good design, constructability, and budget awareness. We are committed to providing excellent architectural design solutions that implement innovative ideas, energy conservation and solar passive methods which will ensure **state-of-the-art** facilities.

ArchiPELI is an architectural firm located in El Paso. **ArchiPELI** *(formerly ARTchitecture, 1998),* originated on October 2017 and currently performs Architectural services under our main principal and owner, **Mr. Federico (Fred) Perez,** a licensed architect in New Mexico. With over ***35*** years of experience in the architecture profession, he brings extensive experience in a large range of governmental, municipal, civic, commercial, educational, industrial, medical, and private projects. Our team also brings the design consulting services of our Senior Project Manager, **Mr. Steve A. Franco,** with over ***40*** years of architectural experience. The dynamic leadership of Fred and Steve, have a high sense of community pride and share a strong commitment to the positive growth and success of this unique community.

Our team recognizes that a successful project requires strong project management and with this Motto, we bring a team of dedicated Professional Engineers and Consultants who are capable of completing any task to the highest standards. Our design team will work cooperatively with the ***City of Las Cruces*** to ensure project goals and objectives are successfully reached.

Our team brings a considerate amount of experience with handling timelines, controlling cost and meeting the client's standards and requirements. It is for this reason we have had the honor of being awarded over *30* projects from the City of El Paso. Indicative of our experience are our other repeat clients, such as: El Paso Electric Co., El Paso Water Co., Sun Metro, Ft. Bliss, UTEP, EPCC, over *40* projects for El Paso/Clint/Socorro/ Ysleta Independent School Districts. Clients in the private sector, which have also consisted of several completed projects in ***Las Cruces, NM,*** include; Sonoma Pointe Apartment Complex Phase I with 56 units and Phase II with 48 units, Vescovo Toyota Car Dealership (now Viva Toyota), Retail Strip on Picacho Ave., Subway Restaurant on Picaho Ave. and Wing Daddy's Restaurant on Telshor Blvd.

Our work has included, new construction/ re-construction/ remodel/ additions/ renovations/ tenant improvements/ upgrades/ parks & recreation/ life, safety and ADA accessibility/ Historical renovations/ site planning/ roofing, among others. The strong Architectural team that led the way on numerous past and current projects for these clients, will provide this same leadership and success for the ***City of Las Cruces***.

Team archiPELI shares a commitment on every project it has undertaken;

Commitment to the Client – *Experienced professionals committed to working with the client.*
Commitment to the Schedule – *Experienced team members committed to meeting the scheduled timelines.*
Commitment to the Budget – *Learned professionals committed to keeping the project at or under budget.*

Our team brings **the experience and qualifications** for **Projects,** some of which include:

- Experience and knowledge of **governmental and related-type projects**.
- Experience and knowledge on **Construction timelines and activities**.
- Experience and knowledge on **Construction sequencing and scheduling**.
- Experience designing facilities for ***LEED*** certification and knowledge in **Smart Code/Smart Growth Principles**.
- Our team brings strong knowledge of **Local, State and Federal Codes; City requirements /Estimating abilities related to Construction materials and methods / Ordinances / Design and Construction Standards / Zoning / Land-Use requirements**.
- Experience in providing **Public Outreach Programs and Presentations**.
- Exceptional knowledge of **Regional Climate Conditions** and dealing with **Rural Communities**.
- Experience in current **Design technology tools such as- AutoCADD LT, Autodesk REVIT, BIM, Sketchup, Lumion, Adobe Suite, Power Point, Microsoft Office 365, etc.**
- Experience and knowledge on Construction Management Software **such as Procore, Project mates, Owner-Insite, Trimble (e-Builder).**

Team **archiPELI** provides the following in-house professional services:

- Full Architectural Services (as required per project scope)
- Facility Master Planning
- Interior Design
- Space Planning
- Site Analysis
- Environmentally Responsible Design
- Specifications
- Construction Administration
- Facility Programming
- Other (as required)

Team **archiPELI** sub-consults the following professional services:

- Full Professional Engineering Services (as required per project scope)
- Civil Engineer
- Mechanical/Plumbing Engineer
- Electrical Engineer
- Structural Engineer
- Landscape Architect
- Geotechnical/Environmental Engineer/Surveyor
- ADA Consultant
- Other Professional Engineer and Consulting Services as needed.

We express our sincere commitment to work on your projects as we look forward to provide any additional information on our approach by expanding upon our unique qualifications with an interview if requested. We look forward to the opportunity of collaborating to the success of these projects.

Sincerely,

ArchiPELI, PLLC

Federico (Fred) Perez, AIA, President

Team ArchiPELI's *commitment* is been proven by our vast portfolio of *successfully completed RELATED* projects. The following projects are just a few relevant examples of projects our firm has performed:

City of El Paso

- Renovation of Fire Station #16
- El Paso International Airport NASA Aircraft Hangar One Improvements and GSE Workshop Roof Replacement
- El Paso International Airport NASA Aircraft T38 Hangar Roof Replacement
- Misc. Upgrades at Clint Landfill building
- Irvin Schwartz Library Remodel and Addition
- AB Fall Mansion Remodel (*AIA Design Award Recipient)*
- Memorial Park Library Remodel and Addition
- **Sun Metro Bert Williams Downtown Santa Fe Transfer Center**
- **Sun Metro Nestor A. Valencia Transfer & Visitor's Center (*LEED Silver Certified)***
- R.A. Smith Fire Training Academy
- **20+** *other various completed projects throughout the city*

Texas Facilities Commission

- Miscellaneous upgrades at El Paso's State Building (IDIQ Professional Services)

Maverick County, Eagle Pass, Texas

- Emergency Operations Center
- Enforcement Law Training Facility

El Paso Electric / El Paso Water

- Hawkins Warehouse Renovation (EP Electric)
- Pole Yard Improvements (EP Electric)
- Network (Training) Facility at Dallas & San Antonio St. Renovation (EP Electric)
- IKARD-Fabens Lift Station Replacement (EP Water)
- 3 Surface Injection Facility Improvements (EP Water)
- Haskell Generators Electrical Building (EP Water)
- Fred Hervey Generators Electrical Building (EP Water)
- Joe Caro Pump Station Upgrade (EP Water)
- Heath De-Leon Booster Station (EP Water)

HOME (Housing Authority of the City of El Paso)

- Community Center-Julia Hudson Center
- Housing Units– George W. Baines
- 36 Affordable Housing Homes for Alamito Downtown Site and
- Montwood Heights (Joint-Venture with Saratoga Homes, Inc.)
- Jackie Robinson Memorial Apartments Modernization

US ARMY Corps of Engineers -Ft. Bliss

- Remodel of Generator Shop Building-White Sands Missile Range
- Simulator Facility Building at Holloman Air Force Base
- F-16 Egress Maintenance Facility Renovation, Holloman Air Force Base (Komada)
- OMA Flagship-Interior/Exterior Miscellaneous Renovations of Several Buildings
- ARRA-8 Non-Historic Building Repair & Renovation (KIC Corp.)
- ARRA-Renovation of 3 Historical Buildings (KIC Corp.)
- OMA Flagship– Renovation of Buildings 1025 and 1026 (KIC Corp.)
- Renovations at Barracks 2419, 2420, 2419, 2444, 2445 (MCC Construction)
- Design/Build Warehouse for U.S. Border Patrol Tactical Unit (BORTAC)
- Design/Build Office Expansion for U.S. Border Patrol, Ysleta Station.

ArchiPELI's ***AREA OF EXPERTISE*** consists of a wide range of various-type projects which have been successfully completed. The following is a brief example list:

HISTORICAL RENOVATIONS – City of El Paso, Ft. Bliss, and Private Sector
(AB Fall Mansion, Lowenstein Building at Mission Valley Transfer Center, 3 Historical Building Renovations-Ft. Bliss, Historical office building renovations along Montana Ave. in El Paso -Private)

FACILITY ASSESSMENTS – Socorro ISD & El Paso Academy Campuses

PROGRAMING – El Paso Electric Company

PRELIMINARY COST ESTIMATING– Sul Ross State University & El Paso Electric Co.

WATER PUMP STATIONS– CDM Smith & Bath Engineering/Paso Water (New Facilities/Upgrades)

FIRE STATIONS- City of El Paso Fire Station #16 (Interior Renovation)

PARKS & RECREATION– City of El Paso (*20+* Projects including; 4 separate Spray Parks; Esmeralda, Grandview, Memorial, Eastwood & Marty Robbins Centers New Facilities**)**

K-12 NEW EDUCATIONAL DESIGN – El Paso ISD (General Colin Powell Elementary School / Logan Elementary School / Western Hills Elementary Schools)

LAW ENFORCEMENT - Maverick County Law Enforcement Training Facility, Maverick County Emergency Operations Center in Eagle Pass, TX, Mission Del Paso Law Enforcement Training Center

EDUCATIONAL ADDITIONS/REMODEL/IMPROVEMENTS/GYMS/AUDITORIUMS-
Socorro ISD, Clint ISD, Ysleta ISD, El Paso ISD (school campuses throughout the Districts)

PHYSICIANS CLINICS – Dr. Ellman Southwest Eye Institute, UMC, Dr. Akin [Northeast Pediatric Clinic], Several Clinics & Urgent Care Centers for Dr. Villalobos, York Allergy Clinic, Dr. Maddox, Dr. De La Rosa Foot Institute, Dr. Mendoza (New Facilities/Remodel/Addition/Tenant & Interior Improvements)

CANCER TREATMENT FACILITIES – Dr. Gomez-Center for Integrative Cancer Medicine (New Facility)

INDUSTRIAL FACILITIES – Delphi Automotive, Delphi Technical Center, Scientific-Atlanta, Inc., Valeo Automotive Plant, Valeo Technical Center, 3M Manufacturing Facility, Phillips Jumbo Tube Plant

MASS TRANSIT– COEP-N. Valencia Mission Valley & Bert Williams Downtown-Transfer Centers (New Facilities)

HIGHER EDUCATION DESIGN – UTEP, EPCC, Sul Ross State University (New Facilities/Remodel/Addition/Renovation)

RETAIL / RESTAURANTS / BANKS— Private Sector Clients in El Paso and Las Cruces area (various Tenant Improvements, Remodel, Upgrades, New Construction)

FITNESS FACILITIES – Five (5) Planet Fitness Centers (New/Remodel/Addition)

STORAGE FACILITIES – El Paso Electric Co., UTEP Don Haskins Court Facility

TENANT IMPROVEMENTS – Numerous Public & Private clients throughout El Paso & Las Cruces

AUTOMOTIVE – Hyundai of El Paso, Vescovo Toyota in Las Cruces, NM (New/Remodel/Addition)

APARTMENT COMPLEXES – Tropicana Properties, Inc. (*25+* new complexes throughout El Paso), Sonoma Pointe Apartment Complex (104 unit total) in Las Cruces, NM.

RE-ROOFING – EPIA NASA T38 Hangar & NASA One, Socorro, El Paso & Clint Independent School Districts

YSLETA DEL SUR PUEBLO TRIBAL COUNCIL PROJECTS: - Interior Improvements to Property Management & Fire Department, Single Family Housing (20 complexes), Retail, Running Bear Convenience Stores 5 & 8

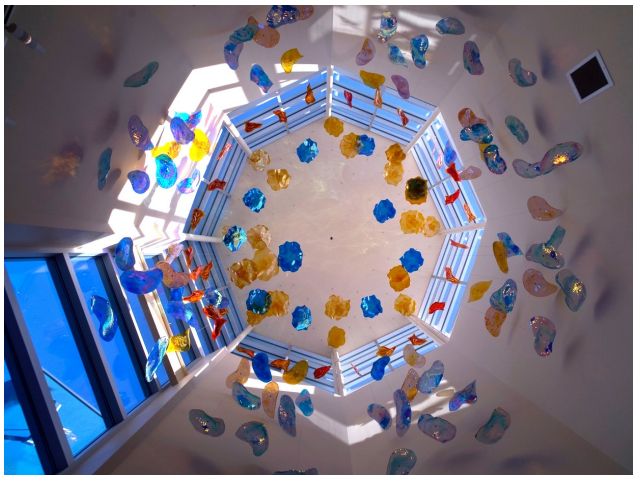
Client: CITY OF EL PASO ***(Open-End Contract)***

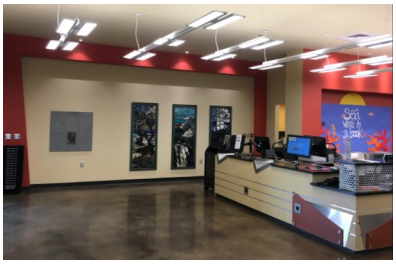
Project Location:
1865 Dean Martin, El Paso Texas 79936

Client Project Contact:
Mr. Gilbert Guerrero, Capital Improvements Manager
(915) 212-1803 guerrerogx@elpasotexas.gov

Project Description:

Irving Schwartz Library consisted of a **10,000 SF** remodel to the existing facility and a **5,000 SF** addition. The library is located at a very busy two-way traffic thoroughfare that inspired the new shape of the building. The dynamic forces of the two-way traffic are expressed on the façade by the integration of angled shaped walls that brake the rigidity of the original orthogonal plan. The new design takes advantage of the Northern natural light illuminating the new reading area that opens up to exterior views. The new library included a computer and technology equipped room with WiFi system to support library space and other designated functions, a new children's reading and play area, new private study rooms, expanded book capacity and new teen and adult reading areas. The design included the introduction of an artist sculpture to be exhibited inside the new entry tower which will be lit at night, becoming a beacon for people to visualize from a distance. Public Outreach presentation was held to inform the community of scheduled design and closures. Construction Cost: $1.6 Million.





Fire Station #16 Interior Renovation
City of El Paso

Client:

CITY OF EL PASO ***(OPEN-END CONTRACT)***

Project Location:

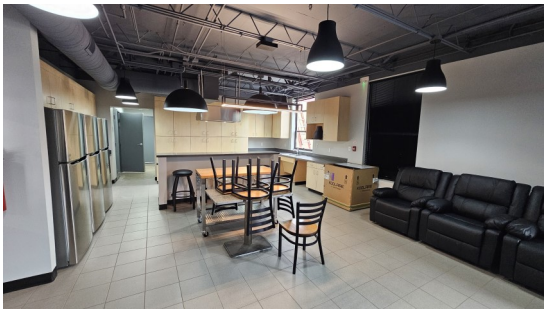
3828 Hercules Ave., El Paso Texas 79904

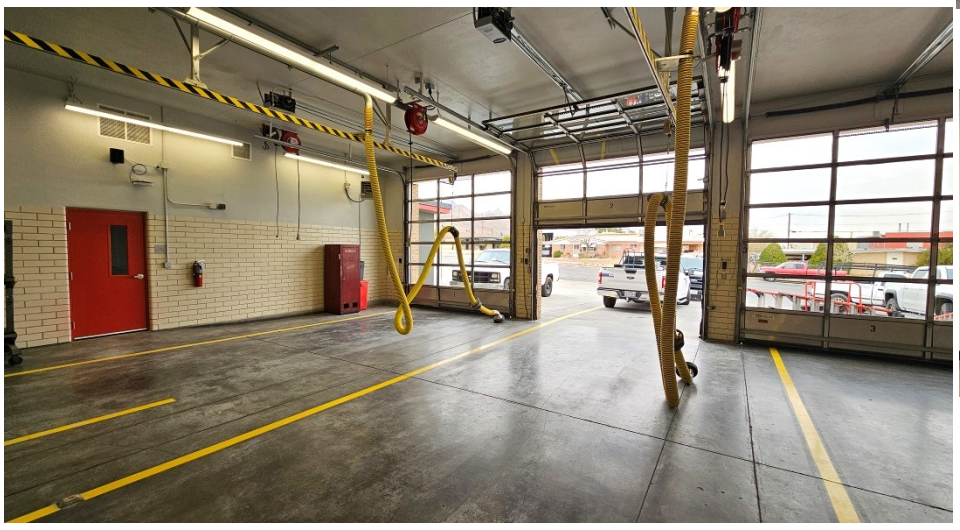
Client Project Contact:

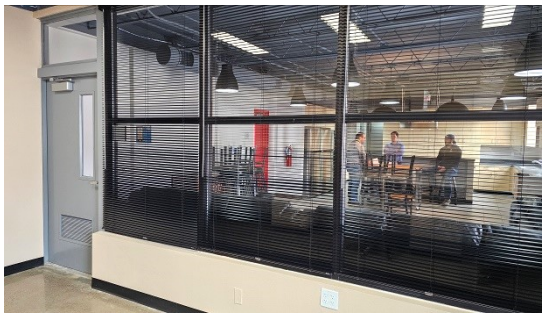
Mr. Gilbert Guerrero, Capital Improvements Manager
(915) 212-1803 guerrerogx@elpasotexas.gov

Project Description:

ArchiPELI was awarded this project to make this facility meet stringent and current fire department regulations. The facility was constructed circa 1969 and is currently 5,641 square feet with an addition of 241 square feet. The scope of work called for a total renovation of the facility to include improvements to the dormitory, kitchen, recreation area, restroom/showers, equipment storage and most importantly, significant improvements for a Decontamination room, Personal Protective Equipment storage, laundry room and a new Command center. The facility is a single story and serves a dual purpose as a voting precinct. Construction Cost: $1.2 Million.







The University of Texas at El Paso Don Haskins Court Storage Facility

Client:

The University of Texas at El Paso ***(IDIQ CONTRACT)***

Project Location:

151 Glory Road, El Paso, TX 79902

Client Project Contact:

Mr. Tony Wong, PM (915) 727-5073
jewong@utep.edu

Project Description:

The project consisted of a single story 1,600 SF CMU structure for the Don Haskins staff to store the basketball wood floor court during miscellaneous events. The work included site demolition, site grading, concrete slab for vehicle parking, electrical & fire suppression connections inside existing building. Some exterior work included concrete slab with minimal grading and drainage. Access to the storage building is through the existing Court ramp, south onto Glory road and into the facility.

Construction Cost: 1.0 Million

City of Las Cruces Cost Proposal "Not to Exceed"	
Construction Cost	**Percentage (not to exceed)**
$50,000 - $250,000	15%
$251,000 - $500,000	12%
$501,000 - $1,000,000	10%
$1,001,000 - $5,000,000	7%

25-26-004
Architectural & Engineering Services

ATTACHMENT A

CITY OF LAS CRUCES

Term Contract for Architectural and Engineering Services
Contract Number 25-26-004

Project Order	Number (#)	**Architect/Engineer:**	
Fee Proposal		**A/E's project manager:**	
Date Requested:			*(to be completed by A/E)*
Notice to Proceed:		**Project Manager e-mail:**	
Date Issued:			*(to be completed by A/E)*

Project Order Title:
Insert title here
Physical address / location here, if applicable

This Project Order, Number (Enter Number), is issued pursuant to the Agreement Between Owner and Architect, dated (Contract Date), between the City of Las Cruces and Archipeli, PLLC, incorporated herein by reference.

Scope of Work:
The scope of work for which Architect's Services are to be performed under this Project Order is generally described as:

-

A/E personnel and sub-consultants:
The A/E staffs the project orders as generally identified by function and/or discipline in the proposal and as specifically listed herein to work on this Project Order. *(to be completed by A/E)*

Schedule:
Number of calendar days required to provide Architect's Basic Services through the completion of construction documents: _____
(to be completed by A/E)

Compensation:
The A/E shall perform all architectural and engineering services required for the completion of this Project Order's scope of work for the basic compensation computed as follows:

For the services as described in the (Scope of Work above, attached document, etc.) _____ ($)
(to be completed by A/E)

For services from the delivery of construction and bid documents to the completion of construction contract administration, a lump sum of _____ ($)
(to be completed by A/E)

or, based on the hourly rates listed in the fee proposal,

a fixed not-to-exceed amount of _____ ($)
(to be completed by A/E)

The basic compensation proposed above shall be subject to negotiation and revision. Any such revision made by the Owner shall be agreed to by the A/E prior to this Proposal Request becoming a Notice to Proceed.

Fee proposal revisions:

Proposed Fee ($)	Revised Fee ($)	Revised by Owner *(date)*	Accepted by A/E *(date)*

Project Order Proposal Submitted By:

Architect/Engineer

By: _____
(signature) *(date)*

Name: _____

Title: _____

Project Order Proposal Accepted By:

Owner

By: _____
(signature) *(date)*

Name: _____

Title: _____

Attachments:
1.
2.
3.

EXHIBIT "C"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of February 2026 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Archis Architects, of 4700 Lincoln Raod NE, Suite 101B, Albuquerque, New Mexico, 87109, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
On-call Architectural and Engineering services on an as-needed basis via Project Order (Attachment A) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 25-26-004, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

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

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as outlined in Exhibit A, at an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project(s) that are required by the CITY and it will serve the CITY diligently and

faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2026 for a term of five years through April 30, 2031, for a term of five (5) years.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY, and as agreed to for each project assigned under the terms of this Agreement.

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

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

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

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

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

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

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

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

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

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

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

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

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

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

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

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Sreedevi Bhathala Mohanraj
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Archis Architects 4700 Lincoln Raod NE, Suite 101B Albuquerque, New Mexico 87109 ATTENTION: Ashley Hartshorn

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.

ARCHIS ARCHITECTS

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

for 12/11/2025
City Attorney

EXHIBIT A

A. Project assignment is initiated by the City providing the CONTRACTOR a detailed project description, including scope of work and any other special instructions needed by the CONTRACTOR to provide complete services necessary for carrying out the work presented by the City. The CONTRACTOR shall provide services that may include, but not be limited to, the following:

    1. Pre-Design Services including but not limited to cost estimating, programming, building code reviews, master planning, and feasibility studies
    2. Preliminary and Schematic Design Services
    3. Design Development Services
    4. Construction Documents Services
    5. Design Services may include architectural, civil, structural, mechanical, electrical engineering, plumbing, and landscape architectural services
    6. Construction Contract Procurement (Bidding or Negotiation) Services
    7. Construction Contract Administration Services
    8. Other types of professional services of a nature consistent with the intent of the RFP, i.e. gathering public input, public meetings, Council meetings
    9. Contact authorities having jurisdiction

B. Documents required to be prepared by the CONTRACTOR will vary depending on the scope of work of the individual Project Order; generally, may consist of the following but not limited to:

    1. Pre-Design Services shall consist of a written program, diagrams and drawings containing design objectives, space requirements, space relationships, flexibility and expandability, site and landscaping requirements, and construction cost estimates.
    2. Preliminary and Schematic Design documentation shall consist of conceptual site and building plans, study models, perspective sketches, electronic modeling, or combinations of these media; and construction cost estimates.
    3. Design Development and Construction Documents Services consist of specifications, drawings, and bid documents.
    4. Construction Contract Administration documentation shall consist of copies of field reports, shop drawings, progress photographs, and drawings of record.
    5. Documents prepared by the CONTRACTOR for use by the City shall be delivered in electronic format in an application acceptable to the City; typically, MSWord, Excel, Building Information Modeling (BIM), and Autocad (latest version). Documents specifically for use in bidding the

work of a Project Order shall be delivered to the City in an acceptable Americans with Disabilities Act (ADA) format.

C. The CONTRACTOR shall also be able to provide the services of specific sub-consultants, including but not limited to the following:

1. Landscape Architect
2. Interior Designer
3. Professional Engineers (Civil, Structural, Electrical, Mechanical)
4. Specialized Consultants (e.g. Architectural Programming, Acoustics, Environmental Assessments, LEED certification, Historic Building Preservation / State Historic Preservation Office [SHPO])

City of Las Cruces
Procurement
-, -
700 N. Main Street, Las Cruces, NM 88001

[ARCHIS ARCHITECTS] RESPONSE DOCUMENT REPORT

RFP No. 25-26-004

Architectural & Engineering Services

RESPONSE DEADLINE: September 9, 2025 at 4:00 pm

Report Generated: Thursday, November 20, 2025

Archis Architects Response

CONTACT INFORMATION

Company:
Archis Architects

Email:
ashley@archisarchitects.com

Contact:
Ashley Hartshorn

Address:
4700 Lincoln Rd NE
Suite 101B
ALBUQUERQUE, NM 87109

Phone:
(505) 998-7717

Website:
www.archisarchitects.com

Submission Date:
Sep 9, 2025 2:25 PM (Mountain Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Sep 2, 2025 5:46 PM by Ashley Hartshorn

Addendum #2
Confirmed Sep 2, 2025 5:46 PM by Ashley Hartshorn

Addendum #3
Confirmed Sep 5, 2025 10:20 PM by Ashley Hartshorn

QUESTIONNAIRE

1. RFP Compliance Declaration*

In compliance with the requirements of this RFP, I offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

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

Confirmed

2. NM Tax & Revenue Dept. CRS

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

03-209118-00-4

3. Current NM Secretary of State Business ID

Corporations Only

4392783

4. Current CLC Business Registration

Respondents located in Las Cruces only

N/A

5. Federal I.D. Number *

27-4687567

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

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

Who We Are

Founded in 2011, ΛRCHIS Architects (Archis) is a locally owned and operated New Mexico Resident Business in Albuquerque with a satellite office in Oklahoma City. We specialize in relevant and sustainable architectural solutions for public school districts, municipal and county governments, private sector developers, restaurants, corporate franchises, religious organizations, service industry entities, residential, and healthcare clients. We are a highly motivated organization that pursues relevant design solutions for each project's scope of work. Driven by client communication and comprehensive team interaction, our focus is always on the importance of creative and attainable solutions.

Our Philosophy

Archis believes that an interactive and collaborative approach to planning and design of facilities yields results that are essential in today's complex and fast-paced world. All clients and projects are unique, and Cliff Schools has opportunities that our team is familiar with and excited to take on. Clients commonly contact us after determining "why", "when", and "where". We listen, understand, advise, and make recommendations during the planning/programming phases to assist owners in defining "what" and "how". We are planners, designers, artists, inventors, problem solvers, and most of all collaborators with YOU, or CLIENT.

This process of collaboration results in clarity and understanding forming the foundation for each project, and results in solutions directly addressing your specific project goals and budget. Effective planning of the design, schedule, and cost are important elements of a building program, and we work to make this a seamless and enjoyable process for everyone on the team.

Technical Approach & Services

Archis Architects and our team members have participated in several projects that have had lasting effects on the communities in which they were built. The attention to detail and comprehensive design approach that our team brings to our projects allows us to team with our clients to create beautiful, comforting, welcoming and essential spaces that leave a lasting impact on their end users.

Technical Design: Our team has led a variety of project types from new construction to renovations, and stays up-to-date on current trends and new products that make our built environment inherently better. We utilize Revit, AutoCAD, and Lumion in document production, as well as coordinate project timelines and team collaboration with Autodesk Construction Cloud, Monograph, Slack, and Zoom.

Facility Programming and Facility Assessments: The pre-planning is the most critical step in the design process. If it isn't done or is done poorly, the entire project and outcomes can suffer immensely. Pre-planning is completed before any fieldwork, data collection, analysis, or programming is done. It's here where the right communication, expertise, leadership, and collaboration adds immense value to each project and the future strategic decisions for each facility.

Our project team can lead strategic discussions with stakeholders in a collaborative process that ensures that the data collected, database, integrations, and reports are the tools that are needed to be able to make informed and confident decisions regarding specific facility projects and priorities prior to the next step in the design process.

- *Facility Assessments* - A facility assessment is the first step to understanding your facilities. A set of assessments identify where the facility(s) is fit for its purpose, where there might be a risk of failure, where there might be substandard performance, and where investments are warranted, help you identify and prioritize facility improvements and projects based on funding available.
- *Space Utilization & Programming* - Know what you have and how you use it. The spaces in your buildings are critical. People work in them; they take resources to build, heat, cool, power, and maintain. When you have a lot of them, it's easy to see why making sure you are using them efficiently is important.

Whether the City is ready to build a new facility, renovate or add to an existing facility because they are out of space, having an objective space inventory will help clients make more informed decisions to manage their spaces efficiently and ensure all space allocation is supporting their vision for the future.

Site Planning: Archis collaborates with our Civil and Landscape consultants on every project they are involved in, creating sites that promote safe pedestrian and vehicular circulation, provide adequate drainage areas, and incorporate micro-climate appropriate and maintenance-friendly plantings and landscaping strategies. We also work closely with AHJ's to comply with requirements for emergency and service-oriented circulation and any additional local zoning requirements.

Permitting: Our team has been involved in the permitting stage for multiple jurisdictions, including municipalities throughout New Mexico. Archis works with AHJ's as early as possible to review compliance and get input to better the project outcome. As needed, we also work closely with the Owner and other consultants on Traffic Impact Studies, Energy Compliance forms, and have successfully led zoning variances.

Construction & Phasing on Occupied Facilties: Construction on an occupied facility creates a set of challenges not faced by every project, and not experienced by every architect. Dealing with building location, vehicular circulation, site improvements, or temporary relocation of services, can be challenging enough on a green site. But building on a site full of personnel, or within a building that must continue daily operations, and now construction activities and related vehicular activity requires very special attention to the design, scheduling, and most of all the safety and security of all involved. Not only does our team bring a variety of facility and project type expertise, but we have a vast working experience on additions, renovations, and replacement projects.

Meeting Time Schedules: Adhering to our client's schedule is critical to the success of every project. Archis undertakes a rigorous process of reviewing and coordinating the anticipated timelines for project phases (including those outside the scope of our work) so that all work progresses according to schedule.

Our Project Team develops a project schedule for all tasks, from review of existing information as required, through Design, Construction, Occupancy, and the Post-Construction Warranty Period, based on the overall scope of work. Primary elements to be included on the detailed project schedule are A/E Tasks and Milestones, Quality Control Programs, Reviews and Approval Dates, Value Analysis sessions, Regulatory Submittal and Reviews, and Cost Estimate Reviews. We utilize Monograph to lay out high-level project scheduling goals and fees related to each phase, tracking the coordination of key milestone tasks and allocating team members time to meet the project needs as we move through the design phases.

The schedule will be reviewed at project meetings for constant monitoring of all activities and comparison of planned versus actual progress. **We have a proven track record in meeting or exceeding project schedules and working within project budget and cost requirements.** We also do our best to tackle schedule-extending items such as scope or leadership changes, budget shortfalls, extended bid periods or rebidding, and delays in issuing purchase orders or negotiating GC contracts. We work with unavoidable changes as much as possible to adapt them into the overall project as required in hopes of avoiding extended delays.

Accommodating Budget Considerations: Archis Architects is committed to providing relevant planning and design solutions that adhere to each project's initial and long-term budgetary needs. At the earliest or conceptual stage of a project, the Project Manager works closely with our consultants to define each of the major project elements based on costs and long-term maintenance goals. These targeted systems serve as an integral part of value analysis if the cost of construction outpaces the client's budget. Project components are evaluated by a third-party Cost Estimator in terms of each component's percentage of total cost, total building square footage, and total costs, so as to cross check and validate the fluidity in the construction market and to keep the project on budget. This allows for course correction at proper times. Escalation of labor and material costs will also be taken into if phased construction is determined to be needed or additive alternates are to be considered.

Our expertise in planning, design, and project management has led to cost effective, quality results for all project types. We are confident that our team's expertise and combined knowledge will lead to a concise cost breakdowns for any project that arises.

Overall Success of Projects: Controlling cost and staying on schedule while providing quality outcomes for prescribed scopes of work are baseline elements that are critical to a project's overall success. Those items must all be carefully balanced to lead to stakeholder satisfaction, sustainable outcomes, and ultimately buy-in and support from the community and end-user for each project. Archis Architects is proud of our history of successful project outcomes, providing spaces and elements that not only adhere to project requirements but also support sustainability and growth for our communities at large - in Las Cruces and beyond.

Sustainable Design Strategies for Lower Cost & Better Outcomes

As an inherent service to our clients, Archis Architects places significant importance on the environmental impact of facilities and we strive to lead in implementing sustainable design strategies and methodologies. We understand that while the heart of any sustainable-minded project is minimizing its impact on the natural environment, these projects also offer the end-user healthy places for learning, productivity, and community gathering that cost less to operate and maintain over time. Before choosing a sustainable design direction, Archis places specific emphasis on assessing the project's overall goals including balancing increased first-costs of

certain systems with other project elements to achieve greater sustainability over time. Providing you, the Client, with options to be able to best understand the life cycle cost consequences of how the facility will be operated and maintained is essential in determining the most effective sustainable solution for each project. Our Project Team takes certain measures into consideration as part of each project in order to help owners improve the energy efficiency of their facilities, including:

- Environmental site planning;
- Safeguarding water and water efficiency;
- Energy efficiency and renewable energy;
- Conservation of materials and resources;
- Indoor environmental quality
- Benefits of sustainable, high-performance buildings
- Environmental: reduce impacts of natural resource consumption;
- Health and safety: enhance occupant comfort and health

Our aim is to bring a level of detail and approach to every project that forges a strong link between design intent and execution during construction. Through diligent collaboration and hard work, we aim for our final product to align with the as many of the client's time, budget, and requirements as possible within the budget and scope of work, all while facilitating a smooth construction process.

Working Collaboratively with Teams & Agencies

Archis' philosophy is based on a collaborative approach throughout the programming, design, and construction processes. Each project has a set of budgetary needs that can be supported by local collaborators, and we meet with representatives early on and also recommend getting a contractor on board as early as possible. The sooner our team starts coordinating with local manufacturer representatives and identifies methods and products that are readily available and maximize cost efficiency, the better our design decisions and cost estimates will be. This could apply to new or reuse products, which would not only save cost, but also be better for our environmental footprint.

We understand that local availability, construction climate, and workforce training requirements are an ever-evolving landscape. Our close collaboration throughout the entire project development process keeps us on top of current and upcoming trends and we have learned to adapt as needed as we progress through a project. In our spaces, we plan for flexibility upfront to further the lifespan of a functional space. This flexibility and collaborative process has proven successful on past projects.

As evidenced throughout this proposal response, our variety of project experience lends us to be a great fit for the City of Las Cruces' On-Call Contract, as our experience and ability to work with a number of consultant types will make us a great choice for many potential projects that may arise. We look forward to working with you!

Project Administration

Archis has been fortunate to acquire talented, seasoned, and dedicated in-house team members, and have had the opportunity to work alongside skillful consultants and engineers; which are the required ingredients necessary to be able to provide the best service and quality solutions for our clients while remaining within budget. We strive to have a comprehensive deliverable at the end of each project by thorough planning at the onset, helping guide the Quality Assurance of the project throughout its various phases. Along the way, we are responsive and proactive to any comments, input, or changes that may arise. We focus on up-front research and thorough design options to provide the best solutions for the longevity of the Owner's investment.

Initial steps in each project are critical, and the extra effort and research saves additional efforts further in the process knowing that options were properly vetted and we can continue moving forward as seamlessly as possible with subsequent phases of design. Throughout the duration of any project, we coordinate and engage with project consultants and stakeholders, facilitate meetings as needed for input, and will incorporate Owner comments so the goals of the project are met. With this in mind, the City of Las Cruces will benefit from our highest level of interdisciplinary coordination, quality control and quick response times, leading to smooth design processes and ultimately a quality environments and construction documents for future projects.

MAJOR TASKS TO BE ACCOMPLISHED*

Professional Competence

- The foundation of ΛRCHIS Architects (Archis) is built on our proactive leadership and approach to architecture and planning. We prioritize listening to our clients' needs and doing everything within our capability to meet those needs. Archis seeks out

employees with a strong sense of leadership so that they may adequately liaise between all parties and coordinate projects from start to finish. Although leadership may not come easily to everyone, all employees within our firm are armed with the tools and resources needed to lead should the situation require. We challenge every employee to approach their role with a positive mindset that anticipates nothing short of success while creating opportunities for team collaboration and strategic problem solving.

- We strive to deliver quality that exceeds our competitors through responsiveness, project reviews, coordination meetings, and strong enforcement of company standards. Such tactics toward project management have resulted in excellent feedback from our clients regarding our responsiveness, diligence, and dedication to quality.
- Client Service is our priority. Every situation is unique, with its own goals, philosophies, and challenges to overcome. This approach has resulted in our success where the client realizes ownership of the project, participates fully in all aspects of decision making, and ultimately realizes the benefits of being a part of the design process. Our team is recognized for the quality of our work across New Mexico. If selected, we will utilize our resources in a way that supports future County projects, are cost effective, and responsive to the needs of our community.
- In today's business environment, Archis places a high premium on developing and projecting its resources efficiently across our team by utilizing our in-house staff and highly knowledgeable consultants where they fit best and through assigning the most qualified people to manage each project. This method allows us to formulate cohesive partnerships with our clients and transforms ideas into high-functioning, quality, efficient projects that are delivered on time and on budget. Your Archis team can take any project from initial assessments and planning to a schematic design level, with the knowledge and expertise of how that will continue to develop into a detailed and thorough set of construction documents.
- For each project we have the privilege to be a part of, we are committed to seeing it all the way through. It is exciting when the entire team gets to see a project come to life, and we believe in a hands-on, collaborative, and responsive approach until the end. Our mantra is that if the project is worth hiring us for, then it is worth our best effort, regardless of size or complexity.

Project Delivery

Archis Architects will work with the project staff and consultants to establish and provide project delivery options and anticipated schedules for specific bid packages based for each specific project's needs. Primary elements included on the project schedule are A/E

Tasks and Milestones, Quality Control Programs, Reviews and Approval Dates, Value Analysis sessions, Regulatory Submittal and Reviews, and Cost Estimate Reviews. The schedule will be reviewed at the team's weekly project meetings for constant monitoring of all activities. Schedule updates will be provided to the CES Member comparing planned vs. actual progress. Archis Architects has a proven track record in meeting or exceeding project schedules and project budget/cost requirements.

Archis has a unique background in that we also conduct facility assessments for municipal buildings and schools on an annual basis and we have assessed hundreds of different buildings over the last 14 years, including the recent district-wide assessments for Las Cruces Public Schools, in collaboration with Visions In Planning, Inc. Our assessments include documentation of existing conditions, analysis of buildings systems, observations of deficiencies and successes related to building systems, architectural detailing, MEP systems and site design; knowledge we bring to all of our projects. We take that knowledge and our decades of design experience to bring a level of detail and approach to every project that forges a strong link between design intent and execution during construction. Through diligent collaboration and hard work, we aim for our final product to align with the as many of the client's requirements as possible within the budget and scope of work, all while facilitating a smooth construction process. As evidenced in our team's project experience and resumes outlined in this document, we bring decades of experience in technical design, site planning, permitting, and all aspects that lead to successful project outcomes.

Major Tasks / Typical Work Plan

PRE-DESIGN/PROGRAMMING | Discover + Ideate

The goals of this phase will vary depending on the exact project scope. For many larger projects, we provide a variety of creative activities during design workshops with the building committee, the community, and key stakeholders, we answer key questions together that help shape the vision and the conceptual design of the building and spaces. Our team is well-versed in both municipal and educational facility programming, assessment, and design of many types of environments. We will explore ideas and concepts with your team to inform the right solution for each project. Our team's design workshop process is an engaging, flexible, and efficient process that invites the client onto the creative team to develop a conceptual design in real time based on a shared vision. Our collaborator Visions in Planning, Inc. will be key players in this phase.

PRELIMINARY/SCHEMATIC DESIGN | Define + Align

During the Schematic Design phase we continue to engage stakeholders to review and fully understand the scope and begin to prioritize and refine it. The stakeholders may participate in physical or virtual facility tours or review imagery to obtain ideas about what the project should look and feel like. The budget may not cover all proposed items desired, so prioritizing needs during Schematic Design is crucial for an accurate cost estimate. Programming meetings with staff continue to further refine the project.

If design workshops are a part of the project, they can also include activities to set sustainable goals for the project. There are a number of elements that we can bring to building design that both increase the sustainable nature of the building and environment as well as bring value to the overall budget and maintenance issues. We locate the building on the site, discuss building systems, heating/cooling methods, ventilation strategies, daylighting, energy use targets and utilities, and other factors that help shape the building. It is critical that the operations and maintenance staff are engaged.

Our team will work with staff and consultants to further refine the desired systems based on cost, schedule (lead times and labor for construction), and long-term maintenance. This early work is important to help avoid potentially disruptive “value engineering” later in the project. We also discuss and confirm expectations and communications with the Owner.

DESIGN DEVELOPMENT | Develop + Refine

The purpose of Design Development is to solidify the Schematic Design Concepts by focusing on quality and detail. During this phase, we further develop the design, refining interior and exterior materials and coordinating systems. Deliverables at this stage include refined site and floor plans, interior finish and furnishing plans, reflected ceiling plans, building sections, and exterior building elevations.

CONSTRUCTION DOCUMENTS | Document + Execute

After acceptance of final Design Development drawings, we prepare Construction Documents including specifications to identify detailed requirements for systems, materials, finishes, and required warranties. The services of this phase require close attention to detail and are mostly technical in nature. Construction Documents may consist of multiple permit and/or bidding packages, as required for each project for phasing of procurement or construction. Close attention to constructability and coordination of phasing and sequencing is critical in this stage.

CONSTRUCTION CONTRACT PROCUREMENT | Recruit + Embark

During the Solicitation phase, we will assist the Owner, as needed, in recruiting the final member of our project team - the General Contractor. Advertisement for the project and selection of the GC is crucial in successfully executing projects to provide the City and greater community with the quality it deserves and within the budget it requires.

CONSTRUCTION ADMINISTRATION | Construct + Monitor

During construction, we assist the Contractor by responding to questions, reviewing submittals and shop drawings, and documenting site observations. Similar to our design approach, we know that successful projects have a collaborative construction process too. The Owner/Architect/Contractor team works together to address issues as a team when they arise and discuss alternative solutions and potential substitutions to find the right solution to any unforeseen challenges. Our team will conduct on-site and in-person construction site visits, as well as leverage virtual visits and contractor documentation to maintain consistent involvement throughout the progress of the project. Additionally, we can lead tours for staff and community members during construction, cultivating community support for projects.

POST CONSTRUCTION | Evaluate + Analyze

In post-construction, we evaluate systems for their efficiency, maintenance needs, and success for the building. We will work closely with the Owner, General Contractor, and our consultants as needed to make sure the facility is performing as intended for all users.

A DETAILED STATEMENT OF SERVICES TO BE PROVIDED UNDER EACH TASK*
During PRE-DESIGN we:

- Collect and compile relevant data
- Review any current master plans or existing documentation and translate projections and needs with City input and guidelines
- Hold on-site meetings and workshops
- Develop building program of space needs
- Develop concept drawings
- Perform preliminary cost estimating
- Issue a Programming/Concept Report

During PRELIMINARY AND SCHEMATIC DESIGN we:

- Develop Schematic Design Documents
- Provide Level I cost estimate to evaluate against budget
- Engage engineering and structural input to identify and coordinate sustainability strategies and preliminary systems
- Initiate conversations with regulatory agencies, including phasing and code review/discussion and meetings with Planning Departments
- Present and review Schematic Design Documents

Typical DESIGN DEVELOPMENT deliverables/activities include:

- Provide Design Development Documents for review and approval;
- Further investigate and solidify applicable code and compliance reviews;
- Assess energy conservation and accessibility measures developed during Schematic Design;
- Finalize site design and all building systems, layout interior elevations and coordinate MEP system requirements and equipment locations;
- Using City standards as required, select major exterior and interior finishes and colors for review;
- Provide Level II cost estimate and incorporate budget and schedule alignment strategies;
- Identify alternates if desired.
- At the end of this phase we present the package for Owner input, cost estimating review, and approval. Additional presentations to the stakeholders, community and/or leadership may be desired to keep everyone informed and excited about the progress.

Typical CONSTRUCTION DOCUMENT deliverables/activities include:

- Provide Owner-approved Construction Documents for bidding/solicitation and construction
- Provide documents and Level III cost estimate to track compliance with project budget

- Refine and finalize schedule alignment strategies
- Regulatory agency review and assist AHJ with permit/code approval
- Assist Owner in initial preparation of Request for Proposal (RFP) for construction

Typical CONSTRUCTION CONTRACT PROCUREMENT services include:

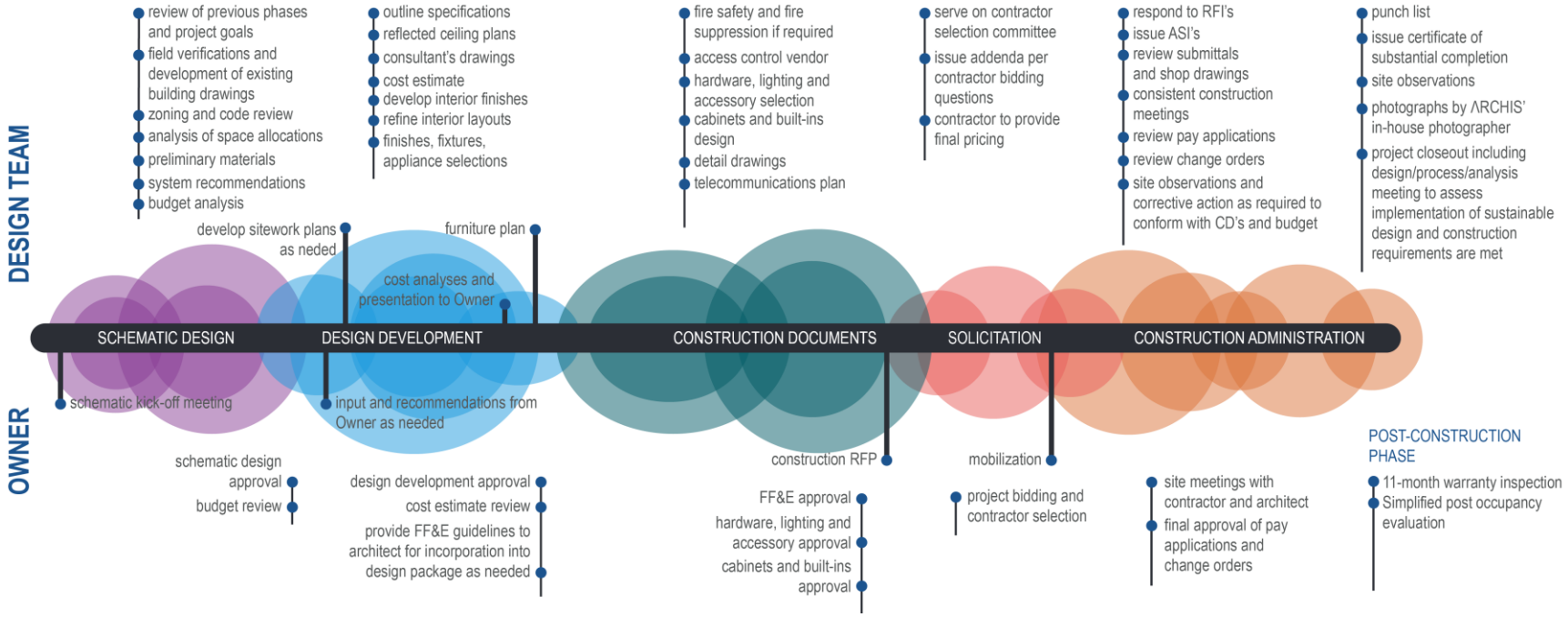
- Submittal of project for review and approval and submission for permit
- General project administration
- Request for Proposal (RFP) distribution
- RFP inquiries review and disposition
- Proposed substitution, pre-approval, or pre-qualification review and recommendation
- Issuance of addenda
- Representation and assistance to Owner at RFP opening
- Analysis of proposals and recommendation on award of contract
- Assistance to Owner in preparation and execution of construction agreement

We see CONSTRUCTION ADMINISTRATION as a partnership, and some of the main activities during this phase include:

- Coordinate with contractors and provide direction
- Visit the site at regular intervals to confirm construction meets the design intent
- Review on site mock-ups of exterior wall systems and finishes to facilitate quality control
- Review pay applications and communications throughout the duration of the project
- Review submittals, issue ASI's, provide punch walks
- Approve substantial completion and project close-out

Typical **POST CONSTRUCTION** services include:

- 11-month warranty review
- Post-occupancy evaluation to see how building systems and components are performing; to review program spaces and project overall is functioning as intended; gain critical feedback to aid in the success of future projects



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

KEY PERSONNEL*

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

Key Personnel

Jeremy Ortiz, AIA, NCARB | Principal

- 25 Years of Experience | Licensed Architect NM #5695, also licensed in OK, AZ, CA, GA, CO, TX
- Education: BA in Architecture, University of New Mexico
- Jeremy Ortiz is directly responsible for projects. He has built Archis Architects upon his vast experience in the government, commercial, and residential sectors of architecture, design, and construction. His expertise ranges from preparing programming and design concepts to developing construction documents, specifications preparation, scheduling, communications, client interactions, discipline coordination, entitlements, 3D visualization for numerous project types, and Construction Administration/Observation.

Jeremy's experience includes the design of educational facilities, office buildings, libraries, multi-use commercial, medical offices, tenant improvements, and various levels of renovation and additions. He remains committed to delivering nothing short of quality work and tending to the needs of clients and his team, and is determined to define how his work affects the communities surrounding his projects. His ability to quickly define goals and understand functional needs allows him to successfully design and oversee projects. Jeremy's projects have been recognized for their response to site, budget, timing, and community; for resourcefully turning constraints into creative opportunities, and for developing designs that embody innovative, low-cost design options. These philosophies and strategies carry into each project Archis undertakes, leading to successful projects for the City and the people each project serves.

- Select Experience:

- Las Cruces Public Schools District-Wide Facility Assessments – 2025
- Grants Medical Offices Renovation – Grants, NM – 2023
- Pinos Altos Volunteer Fire Rescue Station – Silver City, NM – 2023-24
- Eddy County Fire Services & Training Complex Facility Assessment with Visions In Planning, Inc.
- Pagosa Springs City Hall Planning & Renovation
- Turquoise Tail Building Addition – Santa Fe, NM – 2023
- Eddy County Courthouse Renovations Phase 1 – Carlsbad, NM – 2021
- Sierra Vista Elementary Parking Lot Upgrades & New Greenhouse, Las Vegas City Schools, Las Vegas, NM – 2017-18
- Las Vegas City Schools District-Wide Facility Assessments with Visions In Planning, Inc.
- Central New Mexico Community College (CNM), Interior Renovations Student Services Center – Abq, NM – 2020
- City of Roswell Multi-Facility Assessments with Visions In Planning, Inc.
- Dyess AFB Dormitory and Administration Renovations – Abilene, TX – 2020-22 Comanche Office Building Renovation – Abq, NM – 2019
- Quemado Independent Schools HVAC Replacement – Quemado, NM – 2021

- Percentage of Time Assigned to Project (Average): 25%

Ashley Hartshorn, AIA, CDT | Architect + Project Manager

- 14 Years of Experience | Licensed Architect NM #5832
- Education: Master of Architecture, Northeastern University; BS in Architecture & Minor in Economics, Northeastern University
- Ashley brings a wealth of knowledge from new and renovation projects, historic preservation and rehabilitation, site planning, and construction administration. She has a strong commitment to project organization and design and a passion for integrating her knowledge with the unique requirements of each project type and location. She manages the development of various project types and takes the lead in coordination with in-house drafters and interns, outside consultants, contractors, and the Owner to produce design documents. This leads to smooth permitting and construction processes.

Ashley plays a key role in document development management. She will become intimately familiar with consultant items and Owner goals throughout that process, and her transition to coordination during the Construction period plays a key part in successful project outcomes in allocated timelines.

- Select Experience:
  - Multiple Security Vestibule Upgrades for Los Lunas and Belen Public Schools
  - Mark Armijo Academy Charter School New High School and Gym Buildings & Renovation of Existing Building – Abq, NM – 2023-Current, on hold for funding
  - La Pasada Halfway House Feasibility Study – Abq, NM – 2025
  - Fulwiler Lofts Historic Warehouse Renovation – Abilene, TX – 2020-22
  - Coronado Family Dental Tenant Improvement – Abq, NM – 2020-21
  - Beyond Health New Medical Office Building – Abq, NM – 2019-21
  - Horizon Glass New Headquarters and Installation Shop – Abq, NM – 2020-21
- Percentage of Time Assigned to Project (Average): 90% - Depending on project workloads and detailed scope at the time a future project may arise, either Ashley Hartshorn or Evan Berger will be assigned as Architect/Project Manager and Point of Contact for a project.

Evan Berger, AIA, NCARB | Architect + Project Manager

- 7 Years of Experience | Licensed Architect NM #6409
- Education: Master of Architecture, University of New Mexico; BA in Architecture, University of New Mexico
- Over the past several years with ΛRCHIS Architects, Evan has gained knowledge of building systems, project deliveries, project coordination, and collaboration. He is responsible for the coordination and development of various projects including coordination with clients, authority having jurisdictions, and consultants. Evan can jump into any team to fill in gaps where necessary. He is involved with the local, state, and national efforts and organizations for the AEC industries. He represents the board as the New Mexico Architects Licensing Advisor, a program set up through the National Council of Architecture Registration Boards (NCARB) and appointed by AIA NM.

He excels at completing assigned tasks and going above and beyond to ensure the best solution is selected and coordinated throughout the architectural drawings. His knowledge of zoning and code review helps eliminate any surprises in permitting the final drawing set.

- Select Experience:
  - Region 9 Headstart Renovation & Addition – Ruidoso, NM – 2025-Current
  - Las Cruces Public Schools District-Wide Facility Assessments – 2025
  - Black Leadership Council Office Renovation – Abq, NM – 2023
  - Magdalena Locker Room Renovations – Magdalena, NM – 2024-25
  - Three Sisters Kitchen Renovation – Abq, NM – 2024
  - Joy Learning Center with CYFD and CID – Abq, NM – 2022, 2025

- Percentage of Time Assigned to Project (Average): 90% - Depending on project workloads and detailed scope at the time a future project may arise, either Ashley Hartshorn or Evan Berger will be assigned as Architect/Project Manager and Point of Contact for a project.

Donavan Boone | Intern Architect III

- 12 Years of Experience
- Education: Master of Architecture, University of New Mexico
- Donavan brings a strong foundation in design thinking, sustainability, and technical documentation to our team, contributing to thoughtful and functional built environments. He is passionate about architecture's role in shaping communities and is continually expanding his skills through hands-on experience and collaboration. Donavan's experience ranges from hands-on technical expertise to design/build, fabrication, and educational instruction, in addition to schools, religious facilities, and national lab projects. Donavan was also an instructor at the University of New Mexico. He was the assistant director of ecoMOD, a design/build design studio that brought together multi-discipline of graduate students to design and build a prefabricated home. He also ran the fabrication lab at the school of architecture and planning. Donavan is familiar with digital and analog fabrication methods.
- Percentage of Time Assigned to Project: 50%

Erika Hammer | BIM Manager

- 12 Years of Experience
- Education: Bachelor of Architecture, University of Oklahoma
- Erika has gained invaluable experience in high end residential architecture and construction management. Erika's passion and knowledge of construction and design continues to grow and drive her professional career forward. Since 2018 she has shared her knowledge and experience as a BIM Manager, helping guide professional standards and build team knowledge and skills in the ever-growing world of building information modeling.
- Percentage of Time Assigned to Project: 25%

Team Approach

Our design team makes it a priority to approach each project by, first, listening to and learning from our clients. This helps us understand the history, what needs to be completed per the project scope, and the client's wishes. **Listening and implementing client needs helps to provide the most relevant design solutions for the project budget and schedule, positively impacts ongoing maintenance costs and time required for upkeep by staff, and culminates in an overall better user experience.** We take time to understand the true extent of the scope of work and what the client needs.

When preliminary assessments are conducted, we do more than observe. We take a thorough approach, carry client information with us to bolster our visual observations, and ultimately more clearly understand the task that must be properly designed and detailed. We work alongside our consultants to partner with our clients, user groups, administration and maintenance representatives, to tailor

our solutions for each specific project. We listen and we assess. We use common and proven solutions first, then brainstorm and implement new strategies as needed.

Our team consists of professionals who bring a wealth of knowledge, wisdom, and experience to every project, and we partner with consultants who only make our team – and each project – better. The importance of a solid team, all working together from the start, cannot be emphasized enough as they are the foundation of a successful project – they communicate clearly through all phases, solve problems efficiently as a team, and are committed to delivering the best projects to serve our Owners and communities we have the opportunity to work alongside.

Upon selection of the General Contractor, the necessity of a true team player becomes even more important. We work very hard to maintain good relationships and work through open-minded strategies and solutions to unexpected issues that may arise. We believe that each member of our team has a voice, and the input of each of those knowledgeable people of varying experiences, technical competence, and authority lead to the most applicable solutions. Our varied experience, backgrounds, interests, and relationships with a variety of great consultants, will lead to successful projects with the City of Las Cruces.

PRINCIPAL MEMBER/OFFICER OF THE FIRM RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT*
Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.

Principal Member/Officer of the Firm Responsible for Administration of the Contract:

- Name: Jeremy Ortiz
- Physical Address: 4700 Lincoln Rd NE, Suite 101B, Albuquerque, NM 87109
- Telephone Number: 505-998-7717

List of Subcontractos:

- Raxis Engineering: 505 South Main Street, Las Cruces, NM 88001
    - City Hall PIO and Cashier, 700 N. Main Street

- Fire Station #5 Renovations, 6900 Moongate Road
- DAC Office of Emergency, Geothermal Drive
- Raxis Engineering is a dedicated professional consulting engineering firm with experience that enables them to provide and offer clients a range of practical and innovative engineering solutions and services to meet specific needs. Raxis has the ability and resources to work on projects with tight schedules and lean budgets, and strive to minimize operational costs when projects are complete. *Raxis has worked on a variety of educational, civic, and private projects throughout New Mexico and Texas and is excited to continue their services in Las Cruces.*
- Areas of responsibility: Mechanical/Plumbing and Electrical Engineering
- Select recent Las Cruces projects completed by Raxis:

- CobbFendley: 3820 Academy Parkway North NE, Albuquerque, NM 87109
  - South Fork Arroyo Improvements, City of Las Cruces
  - Drainage Detention Basin, City of Alamogordo
  - Striping Project, City of Alamogordo
  - Various Subsurface Utility Explorations for the City of Las Cruces including Browns Farm, University Drive, Veterans Park, Cortez Drive
  - Cobb, Fendley & Associates, Inc. (CobbFendley), established on April 1, 1980, has successfully completed civil engineering projects for over 45 years, including numerous projects for cities and similar municipalities charged with providing safe and reliable transportation, drainage, utility, and vertical infrastructure. In 2010, CobbFendley committed to improving communities in New Mexico when we opened our Albuquerque office. From this location, CobbFendley offers full, in-house civil engineering design capabilities, from the planning phases through plan production to project construction. Firm capabilities include the core areas of general civil engineering, land surveying, hydrologic analysis and hydraulic design, roadway design, and additional support services such as surveying and subsurface utility exploration, among others. As a full-service civil engineering firm, CobbFendley brings the technical skills, experience, relationships and problem-solving ability to address the City's needs.

- Select project experience:
- **Areas of responsibility:** Civil Engineering (grading, drainage, utility design, permitting); Land Surveying and Subsurface Utility Exploration (if needed)

- **Visions In Planning Inc.**: 4700 Lincoln Rd NE, Suite 101B, Albuquerque, NM 87109
  - **Visions In Planning, Inc. (VIP)** has provided expertise to a wide range of educational and governmental agencies throughout New Mexico and the southwest. Colleen's comprehensive experience spans facility master planning, space analysis, construction methods, demographic studies, economic development, facility audits, adaptive reuse, school consolidation, attendance zone realignment, GIS land use planning, condition assessments, feasibility studies, and capital improvement planning. *Having completed over 800+ facility condition assessments, Colleen will assist in the adoption of a holistic approach to translating your needs into effective programming efforts.*
  - VIP recently led the efforts for district-wide facility assessments for Las Cruces Public Schools as part of their master planning efforts.
  - **Areas of responsibility:** Facility Assessments, Master Planning, Programming

- **Accurate Estimating Services LLC**: 100 Sun Avenue NE Suite 650, Albuquerque, New Mexico 87109
  - **Accurate Estimating Services** provides multi-disciplinary estimating services for both horizontal and vertical construction for public school, municipalities, owners, and architects at various stages of design. Their services go from project budget estimates, through design phases and value engineering, as well as preconstruction GMP contract negotiations. *Accurate Estimating Services has provided costs for an innumerable amount of municipal and educational projects and will bring their proven expertise to our team.*
  - **Areas of responsibility:** Cost Estimating

- **Sustainable Engineering LLC**: 760 Frank Maes Avenue, Las Cruces, NM 88005

- Sustainable Engineering LLC provides vertically integrated energy management services that we call Energy Infrastructure as a Service (EiaaS) to businesses and organizations desiring to become more sustainable. We have worked on renewable energy and energy efficiency projects in the agricultural, industrial, commercial, and residential sectors. We are proud to offer EIaaS for our clients including conducting energy audits, managing projects, engineering, and even grant writing services. Our goal is to help our clients to reduce their energy use; thus, reducing their utility cost, which fits into our overall mission to promote sustainability, reduce greenhouse gas emissions, and foster clean energy sector growth. Sustainable Engineering LLC is a New Mexico registered business located in Las Cruces, NM and is working its 5th year in business (created in April 2021). Randy Rankin and Adam Dirth are partners in the business.
- Sustainable Engineering has had multiple contracts with the City of Las Cruces which have involved energy audits, energy system design, along with program development and implementation for residential and commercial facilities. A sample of projects and work with the City of Las Cruces are:
  - Plugged in for Good Residential Energy Efficiency Program
  - Community of Hope – Office Space and Community Living
- Areas of responsibility: Energy efficiency audits/assessments, feasibility studies for renewable energy storage technologies, consultation on energy program development and implementation

- PLAND Collaborative (Landscape Architect): 600 1st St NW, Suite 100, Albuquerque, NM 87102
  - Apodaca Park Aquatic Playground & Recreational Trail Design
  - Branigan, Frenger, Gomez Parks Master Plans
  - Las Cruces Parks & Trails Wayfinding System Plan
  - Young Park Inclusive Playground
  - Burn Lake Phase 2
  - Pland Collaborative creates spaces that capture the imagination and stimulate the senses, include people of all ages, abilities and interests, and provide opportunities for users to connect with nature. They measure the success of our built

environment by its ability to solve the physical and environmental challenges of a site with simple and compelling solutions. Pland considers environmental improvement to be a basic tenet of landscape architecture and planning and imperative in their work. *Through a highly collaborative process, Pland will work with the City and the design team to enhance your specific environment, culminating in an elegant expression of your community and ecosystem.*

- PLAND has completed several projects in Las Cruces for NMSU, NMDOT, and the City of Las Cruces including, but not limited to:
- **Areas of responsibility:** Facility Assessments, Master Planning, Programming

Team Approach to Accomplish Potential Future Projects

Our extensive exposure to different types of projects over the years has broadened our ability to work on nearly any project type, making our team even more well-rounded and experienced, and we are excited to bring that ability to Las Cruces projects. Our design team has a steady stream of public, private sector, commercial, and residential work that makes its way through our office, and we work hard to balance our larger projects with our smaller projects so that our staff does not become overwhelmed with work or stuck on one type of project. Internally, we are efficient and strategic so as to make sure that whatever projects we take on work well with the project load we currently have and will have in the near future. **We have worked hard to balance projects that allow us the level of flexibility to incorporate new projects into current work loads at any time.**

Archis and our consultants suited for each project will work diligently with the City to complete projects within allocated time-frames, with thorough coordination and implementation of comments, and to ultimately accomplish an end-result that will prioritize budgets and available funding and provide alternatives and phasing strategies as they are needed based on the construction climate and overall project goals. We are excited for the opportunity to bolster our relationship with the City of Las Cruces, and with our consultants suited for each project.

We have had the pleasure of working with a variety of consultants on past projects, and as each potential project arises we are committed to curating the best team for the task at hand. Based on project scope, budget, and specialty expertise, we can curate the ideal team for the City of Las Cruces to continue existing relationships or forge new ones as needed for the success of each project. Outside of the specific subconsultants listed, there are a variety of additional firms we can tap depending on project size, capacity at the time, or specialized requirements per project scope.

Additional Potential Consultants: We have great relationships with a variety of consultants, and are always looking for projects to continue those relationships and forge new ones. Select consultants that we could include on our team as required by specific future projects are:

- Luchini Trujillo Structural Engineers (Structural)
- Chavez-Grieves Consulting Engineers (Structural)
- Martin/Martin (Structural + Civil)
- Miller Engineering Consultants (Civil)
- Bridgers & Paxton (MEP)
- RTM Engineering Consultants (MEP)
- Mitchell & Associates (Landscape)
- Verdacity (Sustainability Planning + Certification)

Insurance Requirements

Archis Architects has, and will maintain, insurance during the life of the Agreement, and will require any Subcontractors maintain insurance during the life of their subcontract, as outlined in the RFP Section 4, Insurance Requirements.

LOCATION(S) OF OFFICE(S) *
Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

100% of the work will be performed in the following primary New Mexico offices:

- **Archis Architects:** 4700 Lincoln Rd NE, Suite 101B, Albuquerque, NM 87109
- **Raxis Engineering** (MEP Engineering): 505 South Main Street, Las Cruces, NM 88001

  - Raxis Engineering also has an Albuquerque office, for closer in-person coordination with other Albuquerque team members as the need arises (average 10% time)
- CobbFendley (Civil/Structural Engineering): 3820 Academy Parkway North NE, Albuquerque, NM 87109
  - CobbFendley also has an El Paso office, for closer proximity to Las Cruces when required (average 15% time)
- Visions In Planning Inc. (Planning/Facility Assessments): 4700 Lincoln Rd NE, Suite 101B, Albuquerque, NM 87109
- Accurate Estimating Services LLC (Cost Estimating): 100 Sun Avenue NE Suite 650, Albuquerque, New Mexico 87109
- Sustainable Engineering LLC: 760 Frank Maes Avenue, Las Cruces, NM 88005
- PLAND Collaborative (Landscape Architect): 600 1st St NW, Suite 100, Albuquerque, NM 87102

As noted in Section 7.2, our team is flexible to approach each potential project as needed. We have worked with a variety of other subconsultants and can tailor our team to project scope, size, and availability as projects arise. We take pride in keeping our team New Mexico-based.

PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK *
Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.

Name: Jeremy Ortiz

Physical Address: 4700 Lincoln Rd NE, Suite 101B, Albuquerque, NM 87109

Mailing Address: PO Box 90218, Albuquerque, NM 87199

New Mexico Registration: Licensed Architect #5695

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

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

Las_Cruces_OnCall_RFP_Section_8-Archis.pdf

PRICE TABLES

COST MATRIX ONE

Delivered Services

Line Item	Description	Fee	Percentage
1	Services up to and including the completion of Design Development; including the delivery of Design Development documents.	Not to exceed % of the estimated cost of construction	4%
2	Services from the completion of Design Development up to and including the completion of construction documents; including the delivery of specifications, drawings and bid documents.	Not to exceed % of the estimated cost of construction	3%
3	Services from the delivery of construction and bid documents up to and including the completion of construction contract administration; including the delivery of contract closeout documents.	Not to exceed % of the estimated cost of construction	1.75%

COST MATRIX TWO

Project Assignment

Line Item	Description	Unit of Measure	Unit Cost
1	Principal-In-Charge	Hourly Rate	$250.00
2	Project Architect / Project Engineer	Hourly Rate	$190.00

Line Item	Description	Unit of Measure	Unit Cost
3	Architect	Hourly Rate	$165.00
4	Engineer (Structural, Mechanical, Electrical, Civil)	Hourly Rate	$160.00
5	Landscape Architect	Hourly Rate	$175.00
6	Interior Designer	Hourly Rate	$200.00
7	Cost Estimator	Hourly Rate	$154.00
8	Drafter	Hourly Rate	$125.00
9	Specification Writer	Hourly Rate	$150.00
10	Administration / Clerical	Hourly Rate	$95.00

COST MATRIX TWO CONT.

Project Assignment - Please list the position title and hourly rate for any other staff positions that are not included in the previous table.

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
1	Other (List)	Hourly Rate	Senior Planner (Visions In Planning)	$168.00
2	Other (List)	Hourly Rate	Planner II (Visions In Planning)	$151.00

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
3	Other (List)	Hourly Rate	Planner I (Visions In Planning)	$122.00
4	Other (List)	Hourly Rate	Facility Assessor (Visions In Planning)	$165.00
5	Other (List)	Hourly Rate	Principal (Raxis Engineering)	$225.00
6	Other (List)	Hourly Rate	Energy Audit of Existing Facility (Sustianable)	$82.00
7	Other (List)	Hourly Rate	Design Analysis for Energy Systems (Sustainable)	$150.00
8	Other (List)	Hourly Rate	Senior Engineer (CobbFendley)	$300.00
9	Other (List)	Hourly Rate	Intern Architect III (Archis)	$135.00
10	Other (List)	Hourly Rate	Landsape Designer (PLAND)	$95.00

CITY OF LAS CRUCES

REQUEST FOR PROPOSAL # 25-26-004

Architectural & Engineering Services

Beyond Health Medical Office, Albuquerque

Archis Architects believes that the communities we serve are valuable and worth investing in. Every project, no matter how small, effects our communities in some way - from the healthy function of a building occupied by employees, to planning for future growth and better spaces, and giving and maintaining access to those who need it. Our variety of experiences make us adept to take on nearly any project, and while they may not all be glamorous, every project is essential.

ARCHIS™
ARCHITECTS

PREPARED BY:

ARCHIS ARCHITECTS

4700 LINCOLN RD NE, SUITE 101B

ALBUQUERQUE, NM 87109

www.archisarchitects.com

Archis is founded on the principle that high quality architecture can be achieved irrespective of the project's budget, size, and complexity. We maintain that each project is distinctive and thus warrants a relevant design solution. It should be managed with careful consideration and purpose, while also addressing the client's specific needs.

Our aim is to bring a level of detail and approach to every project that forges a strong link between design intent and execution during construction. Through diligent collaboration and hard work, we aim for our final product to align with the as many of the client's time, budget, and requirements as possible within the budget and scope of work, all while facilitating a smooth construction process.

Our team has a successful track record with a variety of clients including city and county agencies and school districts with many project types throughout New Mexico. We always approach each project, large or small, with the same philosophy of delivering a high level of client service. Our attitude has earned us the reputation of being client friendly, responsive, creative, accurate, and accountable to our professional planning, design, and engineering services. **Any project that we may undertake will be held in high regard as an investment for our local community, served by a well-rounded and dedicated team who shares your vision and values.**

Our experience, combined with the breadth of other project types ΛRCHIS undertakes, lend to our ability to perform as your team for any needs that may arise with the City of Las Cruces. ΛRCHIS provides:

- A full service Design Team whose focus will be **committed to the needs of Las Cruces.** We are ready to engage with stakeholders tackle any project that comes our way;
- **A team who has proven to be highly successful** in facility evaluations, mitigation and renovation solutions, new facility environments, and all aspects of design and construction for a variety of facility types, including those for municipalities;
- An approach to architectural and engineering services that emphasizes a team approach, strong communication practices, and **respect for your vision;**
- The **dedication to provide quality end products** that are easy to maintain, durable, and make sense for you, your end-users, and maintenance teams.

3200 COORS FACADE IMPROVEMENTS

MARK ARMIJO ACADEMY

JOY LEARNING CENTER

4700 LINCOLN EXECUTIVE SUITES

SCHOOL-BASED HEALTH CENTER, ROBERTSON HS

01. Magdalena Schools

Locker Room Renovation

Owner: Magdalena Municipal Schools

Our team recently completed the renovation of the locker rooms at the Magdalena School District, a project that involved full interior demolition and rebuilding to improve accessibility, functionality, and overall facility quality of both the men's and the women's locker rooms. The scope included reconfiguring all showers to accommodate new accessible layouts and providing four full shower setups in each locker room. We also installed new accessible toilets, replaced all lockers, and upgraded flooring throughout the space to meet durability and performance standards as required by the school.

Throughout the project, we navigated several scope and cost adjustments that impacted the original budget. These included the addition of water hammer arrestors as required by code after site verifications revealed missing components, modifications to shower pans for compliance and drainage, and flooring revisions based on field conditions and school district preferences. Timeline shifts due to coordination with school operations also required responsive planning and flexibility from the project team. Despite these changes, we delivered the project successfully while maintaining alignment with the client's priorities.

Executing this project in a small, rural community like Magdalena required a thoughtful and collaborative approach. We prioritized communication with district staff and contractors to ensure the work reflected the community's needs and constraints while keeping the cost of site visits as low as possible. *This experience has strengthened our capacity to deliver high-quality outcomes in rural settings where resources may be limited, but the impact of well-executed public projects is deeply felt.*

VALUES THAT TRANSLATE TO POSITIVE CLIENT RELATIONSHIPS AND SUCCESSFUL PROJECTS:

Inspiration: We hold a firm belief in not only inspiring others but also drawing inspiration from the boundless possibilities architecture offers for all facility types.

Excellence: We strive for excellence in every aspect of our work, aiming to exceed expectations and deliver extraordinary results.

Integrity: We conduct ourselves with honesty, transparency, and ethical practices, cultivating trust with our clients and partners.

Collaboration: We value collaboration as the foundation for creative problem-solving and successful outcomes.

Continuous Improvement: We embrace continuous learning and improvement to stay at the forefront of the industry.

REFERENCE:

Magdalena Schools

Michaela Zamora, Business Manager
Magdalena Municipal Schools
E: michaela.zamora@magschools.us
P: 575-838-7335

MAGDALENA SCHOOLS

"Archis Architects are quick to answer questions, always available, and **have the district's interest in mind. Evan is always on top of things and is in communication constantly** with the district as well as our contractors."

- Michaela Zamora, Magdalena Municipal Schools

BELEN SECURITY VESTIBULE UPGRADES

SIERRA VISTA GREENHOUSE

02. Pagosa Springs Town Hall

Master Plan & Renovation

Owner: Town of Pagosa Springs

In 2021, Archis Architects teamed up with Visions In Planning, Inc. for a master plan for the Pagosa Springs Town Hall. The scope of services was to come up with three options of varying scopes for a renovation of the building to be evaluated based on cost and long-term benefit. The program's intent was to consolidate, relocate, and expand the various departments as needed to be up to date on actual department sizes and needs, while also addressing issues related to building circulation, safety and access by the public. *Our team came up with four scenarios of varying costs that made great efforts to solve the various needs of the many building users.* The final document was presented to the Owner who used it to select an option.

In 2024, the Town of Pagosa Springs, CO contacted us again after a directive was made to use Option B, but to investigate additional options related to it for cost and scope. So over the course of the summer we contracted with the Town of Pagosa Springs to put together three more options of varying scope and cost to see what would be the best fit. In late fall they voted on a single option and we took that option through construction documents. The project just got through bidding and is in final stages of purchase order to begin construction. *The process was seamless and well-supported by David Hilborn and the rest of the key players assigned to the project.* We thoroughly enjoyed working with him and the team and feel that we were able to deliver a quality project, on time and within budget.

Our team **will remain available and responsive through project completion and beyond.** Core project team members make themselves readily accessible to clients via mobile and email. We can also make full use of Zoom Meetings software to conduct virtual meetings and collaborate remotely, in addition to in-person meetings and project site visits. Our design team prefers in-person meetings, and that is the level of service we intend to provide as much as possible. We are flexible and adaptive to whatever the project requires. During construction, being able to respond to construction issues becomes even more critical. We will provide careful oversight of construction by conducting regular on-site construction visits and being available to quickly respond to unexpected issues that may arise.

REFERENCE:

Pagosa Springs Town Hall

David Hilborn, Project Manager
E: dhilborn@pagosasprings.co.gov
P: 757-286-9296

PAGOSA SPRINGS TOWN HALL

"Jeremy provided **exceptional overall service**... was able to focus on the stated objectives, and prioritize every task necessary to accomplish the desired result."

- Neal Pitch, Manzano Day School

MANZANO DAY SCHOOL

LOS NINOS ELEMENTARY SCHOOL

03. Tuolumne Me-Wuk Indian Medical Group

Physical Therapy Renovation

Owner: Tuolumne Me-Wuk Indian Health Center

The Me-Wuk Indian Tribe in Sonora, California, hired Archis Architects to relocate the Tuolumne Me-Wuk Indian Medical Group's Physical Therapy Department into a vacated early-2000s building originally constructed for the local Red Cross blood bank. *As the only medical group in the tri-county area accepting Medicaid, the demand for services has been steadily growing.* The former Red Cross facility offered the department the space needed to meet current demands, while also providing the potential for anticipated future expansion.

The project presented several structural challenges. The new program required larger offices than those previously housed in the building, which initially called for partial demolition of a primary exterior load-bearing wall. *To avoid significant budget increases, the design team developed an alternative solution: relocating one office to a different portion of the building. This approach maintained functional adjacencies to the main therapy room, reception, and nurses' station, while still enlarging the remaining office suite to meet program requirements.*

Additional improvements included reconfiguring the reception area to support greater privacy for individual conversations and providing new storage solutions for administrative staff. A new employee breakroom was also introduced, reshaping the lobby into a more intimate and engaging space. Other upgrades encompassed a complete overhaul of IT infrastructure, HVAC and electrical system reconfigurations, new interior design choices on portions of finishes that were removed, and accessibility enhancements throughout the facility.

In large part due to our responsiveness, quality of work, and control of costs and schedule, the Tuolumne Me-Wuk Indian Medical Group has hired Archis again to renovate a two-story office building into a full service Primary Care, Women's Health, and Pharmacy facilities. Those projects are currently underway, working with their quick scheduling goals and phasing requirements.

OUR PROJECT TEAM WORKS TOGETHER TO MEET PROJECT GOALS, TIMELINES, AND BUDGETS. In addition to overall project milestones, we collaborate internally with charrettes, team meetings, and strategic planning sessions to understand how we can best work together to achieve success. We are continually improving our processes and templates while meeting regularly with product experts to stay on top of the utmost quality, providing our clients with a continuously evolving, growing, and knowledgeable team.

REFERENCE:

Me-Wuk Physical Therapy

Jaime Blott
Construction Project Director
E: jaime.blott@tmwihc.org
P: 209-459-2739

ME-WUK PHYSICAL THERAPY

"Originally it was a $1M project, but the budget was drastically reduced to one-third of its original funding... [Archis] **went the extra mile to make sure that needs were met and we stayed within our [reduced] budget**."

- Marie Shaver Holloway, CNM

CNM RENOVATION

HORIZON AUTO GLASS

ATTACHMENT A

CITY OF LAS CRUCES

Term Contract for Architectural and Engineering Services
Contract Number 25-26-004

Project Order	Number (#)	**Architect/Engineer:**	
Fee Proposal		**A/E's project manager:**	
Date Requested:			*(to be completed by A/E)*
Notice to Proceed:		**Project Manager e-mail:**	
Date Issued:			*(to be completed by A/E)*

Project Order Title:
Insert title here
Physical address / location here, if applicable

This Project Order, Number (Enter Number), is issued pursuant to the Agreement Between Owner and Architect, dated (Contract Date), between the City of Las Cruces and Archis Architects, incorporated herein by reference.

Scope of Work:
The scope of work for which Architect's Services are to be performed under this Project Order is generally described as:

-

A/E personnel and sub-consultants:
The A/E staffs the project orders as generally identified by function and/or discipline in the proposal and as specifically listed herein to work on this Project Order. *(to be completed by A/E)*

Schedule:
Number of calendar days required to provide Architect's Basic Services through the completion of construction documents: _____
(to be completed by A/E)

Compensation:
The A/E shall perform all architectural and engineering services required for the completion of this Project Order's scope of work for the basic compensation computed as follows:

For the services as described in the (Scope of Work above, attached document, etc.) _____ ($)
(to be completed by A/E)

For services from the delivery of construction and bid documents to the completion of construction contract administration, a lump sum of _____ ($)
(to be completed by A/E)

or, based on the hourly rates listed in the fee proposal,

a fixed not-to-exceed amount of _____ ($)
(to be completed by A/E)

The basic compensation proposed above shall be subject to negotiation and revision. Any such revision made by the Owner shall be agreed to by the A/E prior to this Proposal Request becoming a Notice to Proceed.

Fee proposal revisions:

Proposed Fee ($)	Revised Fee ($)	Revised by Owner *(date)*	Accepted by A/E *(date)*

Project Order Proposal Submitted By:

Architect/Engineer

By: _____
(signature) *(date)*

Name: _____

Title: _____

Project Order Proposal Accepted By:

Owner

By: _____
(signature) *(date)*

Name: _____

Title: _____

Attachments:
1.
2.
3.

EXHIBIT "D"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of February 2026 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Aria Studio Consultants Inc, of 1801 Lomas Boulevard NW, Albuquerque, New Mexico, 87104-1205, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
On-call Architectural and Engineering services on an as-needed basis via Project Order (Attachment A) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 25-26-004, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

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

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as outlined in Exhibit A, at an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project(s) that are required by the CITY and it will serve the CITY diligently and

faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2026 for a term of five years through April 30, 2031, for a term of five (5) years.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY, and as agreed to for each project assigned under the terms of this Agreement.

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

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

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

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

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

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

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

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

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

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

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

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

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

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

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

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Sreedevi Bhathala Mohanraj
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Aria Studio Consultants Inc 1801 Lomas Boulevard NW Albuquerque, New Mexico 87104-1205 ATTENTION: Lisa Puzak

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.

ARIA STUDIO CONSULTANTS INC

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM
for 12/11/25
City Attorney

EXHIBIT A

A. Project assignment is initiated by the City providing the CONTRACTOR a detailed project description, including scope of work and any other special instructions needed by the CONTRACTOR to provide complete services necessary for carrying out the work presented by the City. The CONTRACTOR shall provide services that may include, but not be limited to, the following:

    1. Pre-Design Services including but not limited to cost estimating, programming, building code reviews, master planning, and feasibility studies
    2. Preliminary and Schematic Design Services
    3. Design Development Services
    4. Construction Documents Services
    5. Design Services may include architectural, civil, structural, mechanical, electrical engineering, plumbing, and landscape architectural services
    6. Construction Contract Procurement (Bidding or Negotiation) Services
    7. Construction Contract Administration Services
    8. Other types of professional services of a nature consistent with the intent of the RFP, i.e. gathering public input, public meetings, Council meetings
    9. Contact authorities having jurisdiction

B. Documents required to be prepared by the CONTRACTOR will vary depending on the scope of work of the individual Project Order; generally, may consist of the following but not limited to:

    1. Pre-Design Services shall consist of a written program, diagrams and drawings containing design objectives, space requirements, space relationships, flexibility and expandability, site and landscaping requirements, and construction cost estimates.
    2. Preliminary and Schematic Design documentation shall consist of conceptual site and building plans, study models, perspective sketches, electronic modeling, or combinations of these media; and construction cost estimates.
    3. Design Development and Construction Documents Services consist of specifications, drawings, and bid documents.
    4. Construction Contract Administration documentation shall consist of copies of field reports, shop drawings, progress photographs, and drawings of record.
    5. Documents prepared by the CONTRACTOR for use by the City shall be delivered in electronic format in an application acceptable to the City; typically, MSWord, Excel, Building Information Modeling (BIM), and Autocad (latest version). Documents specifically for use in bidding the

work of a Project Order shall be delivered to the City in an acceptable Americans with Disabilities Act (ADA) format.

C. The CONTRACTOR shall also be able to provide the services of specific sub-consultants, including but not limited to the following:

1. Landscape Architect
2. Interior Designer
3. Professional Engineers (Civil, Structural, Electrical, Mechanical)
4. Specialized Consultants (e.g. Architectural Programming, Acoustics, Environmental Assessments, LEED certification, Historic Building Preservation / State Historic Preservation Office [SHPO])

City of Las Cruces

Procurement

-, -

700 N. Main Street, Las Cruces, NM 88001

[ARIA STUDIO CONSULTANTS INC] RESPONSE DOCUMENT REPORT

RFP No. 25-26-004

Architectural & Engineering Services

RESPONSE DEADLINE: September 9, 2025 at 4:00 pm

Report Generated: Thursday, November 20, 2025

Aria Studio Consultants Inc Response

CONTACT INFORMATION

Company:
Aria Studio Consultants Inc

Email:
lisa@ariascinc.com

Contact:
Lisa Puzak

Address:
1801 Lomas Blvd NW
ALBUQUERQUE, NM 87104-1205

Phone:
N/A

Website:
www.ariaarchitecture.com

Submission Date:
Sep 9, 2025 2:03 PM (Mountain Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Sep 3, 2025 7:54 PM by Lisa Puzak

Addendum #2
Confirmed Sep 3, 2025 7:54 PM by Lisa Puzak

Addendum #3
Confirmed Sep 9, 2025 5:30 PM by Lisa Puzak

QUESTIONNAIRE

1. RFP Compliance Declaration*

In compliance with the requirements of this RFP, I offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

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

Confirmed

2. NM Tax & Revenue Dept. CRS

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

03272536001-GRT

3. Current NM Secretary of State Business ID

Corporations Only

4790405

4. Current CLC Business Registration #

Respondents located in Las Cruces only

N/A

5. Federal I.D. Number *

463192830

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

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

6.1. Description of Technical Approach

Aria Studio Consultants, Inc. approaches each project with a **disciplined, structured process** that begins with a clearly defined scope and is carried through with a **strategic delivery method** focused on quality, accountability, and responsiveness.

Every assignment starts with a **kick-off meeting** to align the City's project goals, budget, and schedule with our team's deliverables. During this stage, we confirm the scope of work, gather stakeholder input, and perform walkthroughs of existing facilities to fully understand field conditions. This proactive engagement ensures that all team members — including subconsultants — are coordinated from the outset.

Our **technical approach integrates:**

- **Defined Scope:** We establish project objectives, program requirements, and measurable deliverables at project initiation, preventing scope creep and ensuring accountability.
- **Strategic Delivery:** We apply a proven project management framework that emphasizes schedule control, budget alignment, and QA/QC reviews at every phase.
- **Technology-Driven Processes:** Aria employs BIM (Revit) and AutoCAD for precision documentation, Procore for construction administration and communication, and cost estimating tools for budget verification.

- Seamless Multidisciplinary Coordination: Approximately 70% of services are performed in-house, including programming, design, documentation, coordination, and construction administration. The remaining ±30% is performed by trusted subconsultants in structural, civil, MEP, sustainability, lighting, technology, landscape architecture, and photography — all of whom have long-standing relationships with Aria.
- Quality Control Plan (QCP): Our formal QA/QC process includes independent reviews at each project milestone, code compliance verification, and constructability reviews. This plan is implemented from the earliest phases to reduce risk, prevent rework, and deliver accurate, biddable documents.
- Public-Sector Experience: Aria brings extensive on-call experience with municipalities, aviation authorities, and educational institutions. We understand how to mobilize quickly, coordinate with City staff and authorities having jurisdiction, and maintain compliance with procurement and documentation standards.

Through this approach, Aria ensures that every project is delivered with technical accuracy, cost efficiency, and responsive service — from early studies through construction completion.

MAJOR TASKS TO BE ACCOMPLISHED*

6.2. Major Tasks to Be Accomplished

Aria's on-call services will include the following major tasks, tailored to each individual Project Order issued by the City:

1. Project Initiation & Scope Confirmation
   - Kick-off meeting with City representatives and stakeholders.
   - Review of project description, goals, budget, and schedule.
   - Site walkthroughs and assessment of existing conditions.
2. Pre-Design Services
   - Programming and space planning.
   - Feasibility studies and code reviews.
   - Master planning and site/landscape requirements.

- Preliminary cost estimating.

3. Preliminary & Schematic Design
   - Development of conceptual site and building plans.
   - 3D modeling, diagrams, sketches, and study layouts.
   - Early integration of sustainability strategies.
   - Updated schematic-level cost estimates.
4. Design Development
   - Refine and coordinate architectural, structural, MEP, civil, plumbing, and landscape systems.
   - Conduct interdisciplinary coordination meetings.
   - Provide detailed cost estimates and schedule updates.
5. Construction Documents
   - Preparation of complete permit-ready drawings and technical specifications.
   - Incorporation of code compliance, ADA requirements, and constructability reviews.
   - QA/QC checks and independent document reviews.
6. Bidding & Negotiation
   - Assist City staff with bid advertisements.
   - Respond to contractor RFIs during bidding.
   - Prepare and issue addenda as required.
   - Support bid analysis and recommendations.
7. Construction Contract Administration
   - Participate in OAC meetings with the Owner and Contractor.

- Review RFIs, shop drawings, and submittals.
- Conduct site visits and provide field observation reports.
- Track progress, budgets, and schedules.
- Provide record drawings, punchlists, and closeout documentation.

8. Additional Services (as Needed)
   - Public input sessions, community meetings, and Council presentations.
   - Engagement with authorities having jurisdiction to expedite reviews.
   - Specialized services such as sustainability certifications (LEED/WELL), technology and AV/ICT design, life cycle cost analysis, and 3D scanning/photography.

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

6.3. Detailed Statement of Services Under Each Task

Task 1: Project Initiation & Scope Confirmation

- Conduct project kick-off meeting to align scope, schedule, and budget.
- Perform site walkthroughs to assess existing conditions and gather data.
- Document stakeholder input to ensure all priorities are incorporated.

Task 2: Pre-Design Services

- Deliver written program, space requirements, and relationships.
- Conduct feasibility and code compliance studies.
- Prepare site and landscape assessments, including sustainability options.
- Provide preliminary construction cost estimates.

Task 3: Preliminary & Schematic Design

- Create conceptual site and building plans, diagrams, sketches, and 3D models.
- Present alternatives for review and decision-making.
- Incorporate early cost estimating and sustainability strategies.

Task 4: Design Development

- Advance selected schematic design into detailed architectural, structural, civil, MEP, and landscape documents.
- Update cost estimates and schedules.
- Conduct QA/QC reviews and interdisciplinary coordination sessions.

Task 5: Construction Documents

- Prepare coordinated permit-ready drawings and specifications.
- Ensure ADA compliance, code adherence, and constructability.
- Deliver bid-ready packages to the City in BIM, AutoCAD, and ADA-accessible formats.

Task 6: Bidding & Negotiation

- Support the City during contractor selection.
- Issue addenda, clarifications, and respond to bidder questions.
- Participate in bid evaluations as requested.

Task 7: Construction Contract Administration

- Provide site observations, field reports, and progress documentation.
- Attend OAC meetings with the City and contractor.
- Review RFIs, submittals, and shop drawings.
- Track budget and schedule performance.

- Deliver closeout materials including record drawings, warranties, and punchlist resolution.

Task 8: Quality Assurance & Risk Management

- Apply Aria's Quality Control Plan (QCP) from project initiation through closeout.
- Conduct independent milestone reviews of drawings and specifications.
- Verify code compliance, ADA requirements, and constructability.
- Minimize risk of rework, delays, and cost overruns.

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

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

7.1 Key Personnel

Aria Studio Consultants, Inc. serves as the lead, with our team managing approximately 70% of the overall project scope. This work includes programming, design, documentation, coordination, and construction administration. The remaining 30% is carried out by our trusted subconsultants—Structural, Civil, MEP, Technology, Lighting Design, Sustainability, Landscape Architecture, and Architectural Photography. Together, our consultants bring specialized expertise to deliver a seamless, fully integrated design solution.

Architect/Project Manager
Daniel Puzak, AIA
Project Administration
Lisa Martinez Puzak
Anaiise Puzak

Construction Documents
Daniel Puzak, AIA
Debra West, BIM, CAD
Romeo Medina, BIM, CAD
Construction Administration
Daniel Puzak, AIA
Debra West, BIM, CAD

Aria Studio leads with 70% of the work performed in-house and 30% by trusted subconsultants, providing 100% dedicated coordination and seamless delivery on projects for the City of Las Cruces.

Daniel Puzak, AIA // President // Principal Architect // Project Manager

Education: Master of Architecture (M. Arch), with Distinction, University of New Mexico

Bachelor of Arts in Architecture, University of New Mexico

Registrations & Professional Affiliations:

NM Architect License #5317

(NCARB) #87237, (AIA) #38353046

Description of Experience: Daniel Puzak is an accomplished architect with over 23 years of experience specializing in municipal projects, on-call contracts, educational facilities, commercial developments, and office buildings. His expertise spans conceptual design to construction coordination, ensuring regulatory compliance and seamless execution. As Principal Architect, Daniel has managed complex municipal projects requiring deep knowledge of public-sector processes, stringent code compliance, and coordination with government agencies, contractors, and community representatives. His leadership ensures functional, visually compelling, and efficiently designed civic spaces.

Areas of Competence: Proficient in AutoCAD, Revit, and BIM modeling, Daniel enhances design precision and construction coordination. His expertise in on-call contracts allows him to provide responsive solutions tailored to client needs. Whether working

on a civic landmark or a commercial development, his strategic approach and commitment to excellence make him a trusted leader in the architectural field.

Lisa Martinez Puzak // Principal // Project Administration

Description of Experience: 15+ years in architectural administration, project coordination, and client engagement. Lisa oversees daily operations, team workflows, and stakeholder engagement for efficient project delivery.

Areas of Competence: Project administration, FF&E; selection, client communications, workflow optimization, operations management.

Debra West // Senior Architectural Designer // Project Manager

Description of Experience: 35 years of experience in architectural design and management across schools, municipal, and commercial projects. Skilled in technical detailing and interdisciplinary coordination.

Areas of Competence: AutoCAD, BIM, Revit, GIS, project management

Romeo Medina // Senior Architectural Designer // Project Manager

Description of Experience: Skilled in producing precise construction documents, detailed technical drawings, and integrated 3D models to support accurate design communication and interdisciplinary coordination.

Areas of Competence: AutoCAD, BIM, and Revit expertise, and project management

Anaiise Puzak // Project Administration

Description of Experience: Focused on project finance and development across municipal, educational, and commercial projects. Skilled in budget oversight, cost control, and multidisciplinary coordination, ensuring projects remain on track and within budget.

Areas of Competence: Project cost control, project budgeting, project scheduling.

Consultant Team

Structural Engineering // Walla Engineering Ltd.

Mike Walla, PE // Structural Engineer

Description of Experience: 30+ years of structural and civil engineering experience across educational, laboratory, commercial, sports, and municipal projects. Skilled in designing and project management for concrete, steel, wood, and masonry systems.

Areas of Competence: Structural design, grading and drainage planning, lateral load analysis, site and structural inspections, code compliance.

Larry Kennedy // Structural Designer/ Project Manager

Description of Experience: 42+ years in structural design, drafting, and project management for educational, healthcare, commercial, and industrial projects.

Areas of Competence: Concrete, steel, wood, and masonry structural systems; project oversight and coordination.

MEP/Speciality Consultants // RTM Engineering

Duane Despain, PE, LEED AP // Electrical Engineer

Description of Experience: Senior electrical engineer specializing in electrical and lighting system design. Applies advanced technical expertise and code knowledge to deliver effective, client-focused solutions across diverse project types.

Areas of Competence: Electrical Engineering, lighting systems, LEED design integration, code compliance, collaborative design delivery.

Morgan Royce, LEED AP // Electrical Engineer

Description of Experience: 22 years of mechanical engineering experience, leading complex system designs with a focus on clarity and efficiency. Recognized for attention to detail and ability to simplify technical concepts for clients.

Areas of Competence: Mechanical engineering, HVAC systems, sustainable design, project leadership, and client relations.

Anna-Lisa Conners, CLD, LC, CLEP, // Lighting Designer

Description of Experience: Lighting designer with broad experience in architectural and electrical systems. Skilled at aligning project goals with design solutions through collaboration and careful project workflow management.

Areas of Competence: Architectural Lighting Design, lighting efficiency, sustainability, task/workflow management, quality control, LEED Green Associate.

Jeremy Brandt, RCDD, CTS-D, CCNT // Senior Technology Designer

Description of Experience: 25 years of experience designing audiovisual, telecommunications, and security systems. Completed projects across 20+ states, three protectorates, and 16 countries. Experienced in mentoring and managing multidisciplinary technology design teams.

Areas of Competence: Audiovisual, telecommunications, surveillance, security, data center/IT systems; communications distribution; convergent network technologies.

Civil Engineering // Community Design Solutions

Hugh Floyd, PE // Principal Civil Engineer

Description of Experience: 25+ years in hydrology, roadway, drainage, and utility infrastructure projects.

Areas of Competence: Civil site design, hydrology/drainage, roadway systems, water and sewer utilities.

John Stapleton // Project Manager

Description of Experience: Experienced project manager specializing in land development and site engineering (PE Pending).

Areas of Competence: Civil project coordination, site layout, and infrastructure planning.

Sheldon Greer, PE // Civil Engineer

Description of Experience: Experienced in roadway, water, sewer, and storm drainage design for municipal and private developments.

Areas of Competence: Civil engineering design, utility systems, grading, and drainage solutions.

Cassy L. Scarlott- McClintock // Project Manager

Description of Experience: Cassy has extensive expertise in hydrologic and hydraulic analysis, watershed modeling, and drainage design for public infrastructure. She ensures compliance with FEMA, DOT, and municipal requirements from planning through construction.

Areas of Competence: Skilled in stormwater system design, flow evaluation, and hydraulic structure analysis. Proficient in HEC-HMS, HEC-RAS, and GIS, with strong capabilities in construction oversight and quality assurance.

LANDSCAPE ARCHITECT // MITCHELL & ASSOCIATES

Danny Mitchell // Landscape Architect

Description of Experience: 20+ years of experience in municipal and public space landscape architecture projects.

Areas of Competence: Landscape architecture, urban design, park and recreation planning, irrigation planning, and design.

SUSTAINABILITY // VERDACITY

Kris Callori // Sustainability / LEED Consultant

Description of Experience: 25+ years in sustainable building design. Founder of Verdacity, delivered 80+ LEED-certified projects, including Las Cruces Fire Station 3 and East Mesa Public Safety Complex.

Areas of Competence: Sustainability consulting, LEED, WELL, Green Globes, Fitwel, energy/daylight modeling, climate resiliency.

PHOTOGRAPHY // Matt-O-photo

Matt Oberer // Architectural Photography & 3D Scanning

Description of Experience: 20+ years in architectural photography and documentation. NM Architect #5700, AIA, FAA Part 107 Drone Pilot

Areas of Competence: Photography, drone imaging, LiDAR scanning, and 3D project documentation.

Organization Profiles Consulting Engineers // Specialized Consultants

Civil Engineer: Community Design Solutions' team is composed of professional engineers who provide comprehensive civil engineering services. Their team leads commercial, residential, and industrial projects, as well as public works in hydrology, flood control, water, and wastewater.

Structural Engineer: Walla Engineering's structural engineering experience includes design and project management on steel, concrete, wood, and masonry structural systems for a vast array of facilities, as well as site and structural inspections to verify the engineering soundness of existing construction.

MEP Engineering // AV/IT/Data Systems: In 2024, BG Buildingworks joined RTM Engineering Consultants, becoming a nationwide firm, which has strengthened its presence in the Rockies & Southwest. RTM offers a range of engineering design services, including mechanical, electrical, plumbing, technology, lighting, security, and energy. RTM also provides insight into building system integration through commissioning, testing, and balancing services.

RTM provides customized technology solutions through a thoughtful design process that keeps the client aware of the available systems and enhances the user experience. This includes telecommunications, audio-visual, automated controls, and security.

LEED & Sustainability Consultant: Verdacity, LLC, a woman-owned sustainability consulting firm, offers services in project conceptualization, site assessment, water budgeting, LEED certification, ENERGY STAR consulting, energy performance design, envelope assessment, materials life cycle analysis, daylight design, and sustainable building incentives. Their construction services ensure efficient LEED certification through pre-construction, construction, and closeout coordination.

Verdacity is comprised of industry leaders who believe buildings can positively contribute to human and environmental health. We help bring high-performance green buildings to life through innovative approaches to energy, water, and resource use.

Landscape Architect: Mitchell & Associates is a landscape architectural design company whose portfolio includes landscape, irrigation, and construction detailing for schools, hotels, multi-family apartment complexes, and private sector developments.

Architectural Photographer/LiDar: Matt-O-Photo offers drone imagery/photogrammetry, 3D scanning capabilities, virtual walk-through, digital twin creation, and construction progress media creation.

PRINCIPAL MEMBER/OFFICER OF THE FIRM RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT*
Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.

Principal Registered Architect
Daniel Puzak, AIA

Education
Master of Architecture (M. Arch), with Distinction, University of New Mexico

Bachelor of Arts in Architecture, University of New Mexico

Registrations & Professional Affiliations

NM Architect License #5317

(NCARB) #87237, (AIA) #38353046

Location of services
1801 Lomas Blvd. NW
Albuquerque, NM 87104

Contact
505.506.2314
Daniel@ariascinc.com

LOCATION(S) OF OFFICE(S) *
Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

Seamless Delivery Through Collaboration

70% in-house leadership, 30% expert partners—delivering 100% design excellence through seamless architectural and consultant coordination.

70% Projected Project Work

ARIA STUDIO CONSULTANTS
1801 Lomas Blvd. NW
Albuquerque, NM, 87104

30% Projected Project Work

Walla Engineering
500 Marquette NW, Suite 1500
Albuquerque, NM, 87102

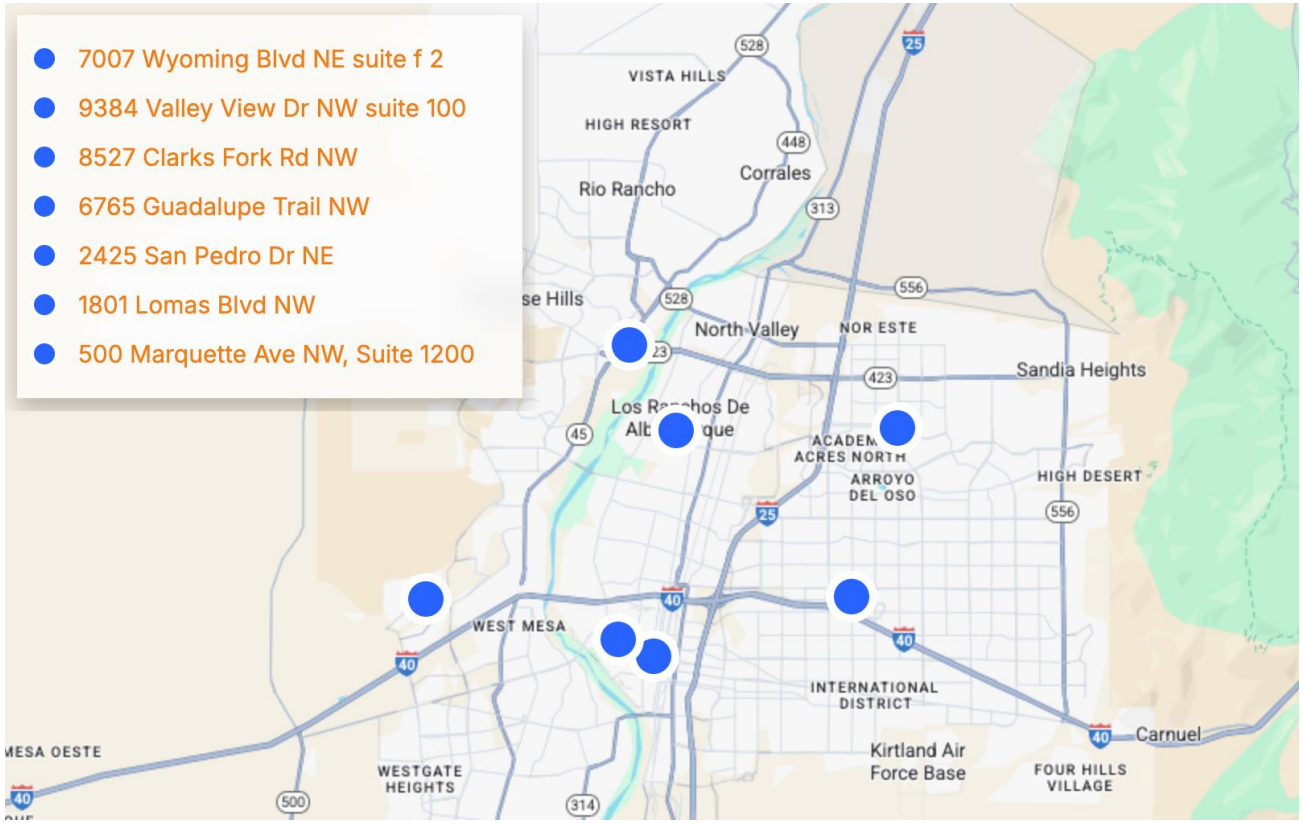
Mitchell & Associates
2425 San Pedro Drive NE
Albuquerque, NM, 87710

Verdacity
6765 Guadalupe Trail NW,
Los Ranchos, NM, 87107

Matt-O-Photo
8527 Clarks Fork Road NW
Albuquerque, NM, 87120

Community Design Solutions
9384 Valley View Drive NW, Suite 100
Albuquerque, NM, 87114

RTM Engineering
7007 Wyoming BLVD. NE, Suite F-2
Albuquerque, NM, 87109



PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK *
Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.

Professional Responsible For and in Direct Charge of Work
Daniel Puzak, AIA

Location of services
1801 Lomas Blvd. NW

Albuquerque, NM 87104

Registrations & Professional Affiliations

NM Architect License #5317

(NCARB) #87237, (AIA) #38353046

Contact

505.506.2314
Daniel@ariascinc.com

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

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

Section_8.1_Previous_Work_Experience.pdf

PRICE TABLES

COST MATRIX ONE

Delivered Services

Line Item	Description	Fee	Percentage
1	Services up to and including the completion of Design Development; including the delivery of Design Development documents.	Not to exceed % of the estimated cost of construction	9%

Line Item	Description	Fee	Percentage
2	Services from the completion of Design Development up to and including the completion of construction documents; including the delivery of specifications, drawings and bid documents.	Not to exceed % of the estimated cost of construction	9%
3	Services from the delivery of construction and bid documents up to and including the completion of construction contract administration; including the delivery of contract closeout documents.	Not to exceed % of the estimated cost of construction	9%

COST MATRIX TWO

Project Assignment

Line Item	Description	Unit of Measure	Unit Cost
1	Principal-In-Charge	Hourly Rate	$200.00
2	Project Architect / Project Engineer	Hourly Rate	$150.00
3	Architect	Hourly Rate	$150.00
4	Engineer (Structural, Mechanical, Electrical, Civil)	Hourly Rate	$254.00
5	Landscape Architect	Hourly Rate	$150.00
6	Interior Designer	Hourly Rate	$150.00
7	Cost Estimator	Hourly Rate	$200.00
8	Drafter	Hourly Rate	$100.00
9	Specification Writer	Hourly Rate	$150.00

Line Item	Description	Unit of Measure	Unit Cost
10	Administration / Clerical	Hourly Rate	$55.00

COST MATRIX TWO CONT.

Project Assignment - Please list the position title and hourly rate for any other staff positions that are not included in the previous table.

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
1	Other (List)	Hourly Rate	LEED/Sustainability Principal	$236.00
2	Other (List)	Hourly Rate	Energy Engineer	$226.00
3	Other (List)	Hourly Rate	Architectural Photography	$250.00
4	Other (List)	Hourly Rate	N/A	$0.00
5	Other (List)	Hourly Rate	N/A	$0.00
6	Other (List)	Hourly Rate	N/A	$0.00
7	Other (List)	Hourly Rate	N/A	$0.00
8	Other (List)	Hourly Rate	N/A	$0.00
9	Other (List)	Hourly Rate	N/A	$0.00
10	Other (List)	Hourly Rate	N/A	$0.00

TRUSTED DESIGNS // RESPONSIVE SERVICE.

UNITED AIRLINES // ON-CALL CONTRACT THROUGHOUT THE UNITED STATES

Client Name: United Airlines
Contact: Leonard Bachand

Email: (Leonard is retired, but is reachable by phone) **Phone:** (773) 875-3341
Project Size: Over 1 Million Square Feet of Tenant Improvement, and Facility Assessments

Aria Studio Consultants, Inc. provided on-call architectural and engineering services for United Airlines at nine airport locations accross the United States. Our role encompasses facility assessments, space planning, architectural and engineering design services, and construction administration to support United's operational efficiency and passenger experience. Our team has delivered comprehensive design solutions for tenant improvements, infrastructure upgrades, and interior renovations within key areas such as ticketing, baggage handling, customer service, TSA checkpoints, and administrative offices. We ensured compliance with FAA, TSA, and local building codes while aligning with United Airlines' brand standards.

With a deep understanding of airport operations, we specialize in fast-track design and phased construction to minimize disruptions in active terminals. Our expertise in BIM modeling and coordination allows us to develop highly detailed construction documents, ensuring seamless execution from concept to completion. Through our on-call contract, we provided responsive design solutions, addressing evolving needs such as reconfiguring leased spaces, enhancing passenger flow, and integrating advanced security measures. Our work has contributed to cost savings by optimizing facility layouts and improving operational efficiencies. By leveraging our extensive airport experience and commitment to excellence, we continue to support United Airlines in delivering a world-class travel experience across multiple locations.

"As was the case on previous projects we completed with Aria Studio Consultants, Inc., this project was a testament to the firm's professionalism, responsiveness and commitment to quality. This project consisted of many moving pieces, varying space requirements, all of which were satisfied successfully by our joint efforts."

Leonard Bachand Sr. Project Manager - Planning and Development O'Hare United Airlines Corporate Real Estate

Courtesy of: Visit Las Cruces

ARCOSA WIND TOWERS // BUILDING THE FUTURE OF RENEWABLE ENERGY

Client Name: Klinger Constructors
Contact: Adam Leyba
Email: adaml@klingerllc.com
Phone: (505)-856-8208
Project Size: 175,000 square feet
Services: Design-Build

ARIA delivered this 175,000-square-foot project as a design-build collaboration with Klinger Constructors, creating a cutting-edge manufacturing facility for Arcosa Wind Towers in Belen, New Mexico. This plant is dedicated to producing structural wind towers, a crucial component of wind turbines that drive renewable energy initiatives.

The facility features a robust structural steel framework with high-bay manufacturing spaces, overhead crane systems, and specialized production areas designed for large-scale tower fabrication. Our team provided comprehensive construction documents, ensuring precise coordination with the New Mexico Department of Transportation (NM DOT) and state agencies to facilitate efficient infrastructure access, including oversized transport routes for wind tower components.

This project showcases our ability to deliver detailed drawings and seamless coordination across multiple disciplines, ensuring compliance with state regulations while meeting the client's operational needs. The plant is expected to create approximately 250 well-paying jobs, reinforcing Belen's economic growth. This project highlights our expertise in industrial design, large-scale coordination, and infrastructure planning, all contributing to a future built on clean energy and innovation.

CAUWELS INVESTMENTS GROUND UP & TENANT IMPROVEMENT // ON-CALL CONTRACT

Client Name: Cauwels Investments
Contact: Paul Cauwels
Email: pc@cauwelsinvestments.com
Phone: (505) 379-7454
Project Size: On-Call Contract for Ground-Up & Tenant Improvement Projects

For nearly a decade, Aria Studio Consultants, Inc. has been providing on-call architectural and engineering services for Cauwels Investments, delivering customized design solutions for both tenant improvements and new construction projects. Our work spans industrial, office, warehouse, healthcare, and retail developments, ensuring that each space is thoughtfully designed to meet the client's specific operational and aesthetic goals.

With expertise in concept development, space planning, structural and civil engineering, MEP design, and construction documentation, our team takes a comprehensive approach to every project. We work closely with Cauwels Investments to refine layouts, integrate efficient building systems, and create environments that enhance functionality and long-term value.

Our team excels in coordinated project execution, managing every phase from initial concept through completion. We navigate permitting processes, oversee technical coordination, and ensure all designs align with local regulations and industry standards. Our ability to adapt to fast-paced project timelines allows us to deliver high-quality results without compromising efficiency.

ATTACHMENT A

CITY OF LAS CRUCES

Term Contract for Architectural and Engineering Services
Contract Number 25-26-004

Project Order	Number (#)	**Architect/Engineer:**	
Fee Proposal		**A/E's project manager:**	
Date Requested:			*(to be completed by A/E)*
Notice to Proceed:		**Project Manager e-mail:**	
Date Issued:			*(to be completed by A/E)*

Project Order Title:
Insert title here
Physical address / location here, if applicable

This Project Order, Number (Enter Number), is issued pursuant to the Agreement Between Owner and Architect, dated (Contract Date), between the City of Las Cruces and Aria Studio Consultants Inc, incorporated herein by reference.

Scope of Work:
The scope of work for which Architect's Services are to be performed under this Project Order is generally described as:

-

A/E personnel and sub-consultants:
The A/E staffs the project orders as generally identified by function and/or discipline in the proposal and as specifically listed herein to work on this Project Order. *(to be completed by A/E)*

Schedule:
Number of calendar days required to provide Architect's Basic Services through the completion of construction documents: _____
(to be completed by A/E)

Compensation:
The A/E shall perform all architectural and engineering services required for the completion of this Project Order's scope of work for the basic compensation computed as follows:

For the services as described in the (Scope of Work above, attached document, etc.) _____ ($ _____)
(to be completed by A/E)

For services from the delivery of construction and bid documents to the completion of construction contract administration, a lump sum of _____ ($ _____)
(to be completed by A/E)

or, based on the hourly rates listed in the fee proposal,

a fixed not-to-exceed amount of _____ ($ _____)
(to be completed by A/E)

The basic compensation proposed above shall be subject to negotiation and revision. Any such revision made by the Owner shall be agreed to by the A/E prior to this Proposal Request becoming a Notice to Proceed.

Fee proposal revisions:

Proposed Fee ($)	Revised Fee ($)	Revised by Owner *(date)*	Accepted by A/E *(date)*

Project Order Proposal Submitted By:

Architect/Engineer

By: _____
(signature) *(date)*

Name: _____

Title: _____

Project Order Proposal Accepted By:

Owner

By: _____
(signature) *(date)*

Name: _____

Title: _____

Attachments:

1.
2.
3.

EXHIBIT "E"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of February 2026 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and ASA Architects, P.C., of 201 N Alameda Boulevard, Las Cruces, New Mexico, 88005, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
On-call Architectural and Engineering services on an as-needed basis via Project Order (Attachment A) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 25-26-004, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

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

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as outlined in Exhibit A, at an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project(s) that are required by the CITY and it will serve the CITY diligently and

faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2026 for a term of five years through April 30, 2031, for a term of five (5) years.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY, and as agreed to for each project assigned under the terms of this Agreement.

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

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

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

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

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

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

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

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

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

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

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

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

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

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

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

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Sreedevi Bhathala Mohanraj
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	ASA Architects, P.C. 201 N Alameda Boulevard Las Cruces, New Mexico 88005 ATTENTION: Rob Price

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.

ASA ARCHITECTS, P.C.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

for 12/11/2025

City Attorney

EXHIBIT A

A. Project assignment is initiated by the City providing the CONTRACTOR a detailed project description, including scope of work and any other special instructions needed by the CONTRACTOR to provide complete services necessary for carrying out the work presented by the City. The CONTRACTOR shall provide services that may include, but not be limited to, the following:

    1. Pre-Design Services including but not limited to cost estimating, programming, building code reviews, master planning, and feasibility studies
    2. Preliminary and Schematic Design Services
    3. Design Development Services
    4. Construction Documents Services
    5. Design Services may include architectural, civil, structural, mechanical, electrical engineering, plumbing, and landscape architectural services
    6. Construction Contract Procurement (Bidding or Negotiation) Services
    7. Construction Contract Administration Services
    8. Other types of professional services of a nature consistent with the intent of the RFP, i.e. gathering public input, public meetings, Council meetings
    9. Contact authorities having jurisdiction

B. Documents required to be prepared by the CONTRACTOR will vary depending on the scope of work of the individual Project Order; generally, may consist of the following but not limited to:

    1. Pre-Design Services shall consist of a written program, diagrams and drawings containing design objectives, space requirements, space relationships, flexibility and expandability, site and landscaping requirements, and construction cost estimates.
    2. Preliminary and Schematic Design documentation shall consist of conceptual site and building plans, study models, perspective sketches, electronic modeling, or combinations of these media; and construction cost estimates.
    3. Design Development and Construction Documents Services consist of specifications, drawings, and bid documents.
    4. Construction Contract Administration documentation shall consist of copies of field reports, shop drawings, progress photographs, and drawings of record.
    5. Documents prepared by the CONTRACTOR for use by the City shall be delivered in electronic format in an application acceptable to the City; typically, MSWord, Excel, Building Information Modeling (BIM), and Autocad (latest version). Documents specifically for use in bidding the

work of a Project Order shall be delivered to the City in an acceptable Americans with Disabilities Act (ADA) format.

C. The CONTRACTOR shall also be able to provide the services of specific sub-consultants, including but not limited to the following:

1. Landscape Architect
2. Interior Designer
3. Professional Engineers (Civil, Structural, Electrical, Mechanical)
4. Specialized Consultants (e.g. Architectural Programming, Acoustics, Environmental Assessments, LEED certification, Historic Building Preservation / State Historic Preservation Office [SHPO])

City of Las Cruces

Procurement

-, -

700 N. Main Street, Las Cruces, NM 88001

[ASA ARCHITECTS, P.C.] RESPONSE DOCUMENT REPORT

RFP No. 25-26-004

Architectural & Engineering Services

RESPONSE DEADLINE: September 9, 2025 at 4:00 pm

Report Generated: Thursday, November 20, 2025

ASA Architects, P.C. Response

CONTACT INFORMATION

Company:
ASA Architects, P.C.

Email:
jennifer@asa-architects.com

Contact:
Jennifer Rogers

Address:
201 N Alameda
Las Cruces, NM 88005

Phone:
(575) 526-3111

Website:
www.asa-architects.com

Submission Date:
Sep 9, 2025 2:16 PM (Mountain Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 28, 2025 3:45 PM by Jennifer Rogers

Addendum #2
Confirmed Aug 28, 2025 3:45 PM by Jennifer Rogers

Addendum #3
Confirmed Sep 9, 2025 1:30 AM by Jennifer Rogers

QUESTIONNAIRE

1. RFP Compliance Declaration*

In compliance with the requirements of this RFP, I offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

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

Confirmed

2. NM Tax & Revenue Dept. CRS

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

CRS #: 02-1113880-00-2

3. Current NM Secretary of State Business ID

Corporations Only

ID #: 141617 (Certificate # 0034335)

4. Current CLC Business Registration

Respondents located in Las Cruces only

#: 1432-24

5. Federal I.D. Number *

85-0370862

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

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

6.1_Description of Technical Approach

ASA's success is built on a responsive, collaborative approach–working with every member of the design team, the construction team, and most importantly, the client. The assigned Project Architect and Project Manager begin the process with careful analysis and assessment of each on-call project and its context. This is followed by development of a design that explores available prospects, blends with the surroundings, and adheres to all regulatory requirements while meeting the client's scope, time, and cost limits. We ensure a thorough understanding of the project, focusing on communication and bringing together various interrelated components to achieve a balance with significant design decisions.

Our work requires open and impartial communication. We recognize the importance of the architect's ability to communicate with the client. We listen carefully to needs and concerns and provide straightforward and factual advice and resourceful ideas. As specialists in public projects, ASA pays particular attention to project timelines and budget limitations to make sure that deadlines are met with no cost overruns. Vigorous exploration of project goals is coupled with a detailed examination of functional needs. This understanding is transformed into programming concepts that inspire daily life within the building. Physical patterns of the building are carefully studied. Budgets are established to ensure a project that best meets the requirements set forth by the client. Logistical concerns and client goals are ASA's prime considerations.

Technical competence

ASA offerers expertise in navigating complex building codes, zoning regulations, and permitting processes—insuring that all designs are compliant, constructible, and optimized for safety, accessibility, and performance.

Public Procurement & Compliance

Skilled in managing public project requirements, including procurement procedures, documentation standards, and transparency in bidding and construction phases.

Multi Agency Coordination

Experienced in coordinating with multiple agencies, departments, and community groups to ensure the design aligns with civic goals, long-term planning, and public feedback.

Accessibility & Universal Design

Proficient in applying ADA and universal design principles to ensure all public spaces are inclusive, safe, and welcoming for diverse users.

Resilient and Sustainable Design

Technical capacity to design public buildings that are energy-efficient, low-maintenance, and resilient—addressing long-term operational costs and environmental goals.

ASA's Comprehensive Architectural Services

- Master planning
- Feasibility studies
- Programming and schematic design
- Site identification and analysis
- Concept and design development
- Construction documents
- Bidding/negotiation

- Construction administration
- Quality control and cost control
- Community and governmental relations
- Warranty inspections

Integration of Municipal Standards

ASA's team will integrate municipal standards into the design process through a combination of research, coordination, and compliance checks, including the following:

Early Research & Planning:

Our team reviews local zoning codes, building codes, land use regulations, and design guidelines specific to the municipality at the start of the project.

Pre-Design Consultations:

Our team will meet often with City planners, building officials, and code reviewers to clarify applicable standards and identify any site-specific requirements.

Code-Compliant Design:

Our designs are shaped to meet setbacks, height limits, parking requirements, accessibility codes, and other regulations.

Ongoing Reviews:

Our team conducts regular internal code checks and third-party reviews to ensure that all drawings and documents remain compliant throughout the design process.

Permit Coordination:

Our team prepares and submits permit documents, responding to any municipal review comments and making necessary revisions.

Construction Oversight:

Our team verifies that the building is being constructed in accordance with approved documents and any municipal conditions of approval.

Ability to Provide Professional Competence & Perform Services

Planning, research and communication provide the foundation for ASA's competence and approach to service. Our success is built on a responsive, collaborative approach—cooperating with every member of the design team, the construction team, and the client to move our projects towards completion. Working with all client representatives, our assigned project architect, Rob Price, and Project Manager, Manuel Alvidrez, will begin the design process with a transparent analysis and assessment of the client's project goals and context.

Throughout the design process, the ASA team will confer frequently with client representatives to keep all users involved and updated. We will listen carefully to needs and concerns and provide straightforward and factual advice and resourceful ideas. By diligently working to consistently consult with and inform all members of the project team, we ensure that the final project contains no surprises.

MAJOR TASKS TO BE ACCOMPLISHED*

6.2_Major Tasks to be Accomplished

Tasks may vary depending on the scope of the project.

Task 1: Pre Design/Cost Estimating/Programming & Analysis

This pre-design/analysis stage will define the goals and objectives for each City on call project—analyzing space needs, the site, the budget, and each client's needs and desires. This establishes site characteristics, space features, technical issues, design standards, budget, and sustainability goals/LEED certification goals.

Task 2: Schematic Design

During schematic design, ASA will develop and deliver conceptual designs for the City to consider. We may use two-dimensional drawings, renderings, computer models, and three-dimensional study models to probe a project's possibilities, selecting one of the conceptual designs for additional development. ASA uses Building Information Modeling (BIM), allowing us to change the design throughout this process. This expedites the design process and increases accuracy of drawings. Upon selection of acceptable options, a schematic design will be prepared, encompassing the active involvement of all consultants involved. A schematic design report will

be submitted with illustrations, narrative of design decisions, area analysis and a cost analysis. Next, we will present the final design concepts, confirm equipment needs and review all building systemswith cost estimate alternatives.

Task 3: Design Development/Construction Drawings

ASA's production staff will prepare construction drawings and specifications, ensuring that documents are sufficiently detailed to form the basis of the contract with the city. A design development package that includes drawings, preliminary specifications, and engineering calculations will then be reviewed.

Task 4: Construction Documents

Upon approval of the design development documents, we will proceed with documentation to provide bidders with drawings and specifications (CDs) for the project, which will be issued for bid and construction. With use of Revit, changes can be coordinated through all project documents, allowing greater understanding and integration of structural, mechanical, electrical, and plumbing systems throughout each project. At this stage, bidding and negotiations will begin.

Task 5: Construction Contract Procurement & Contract Administration

During this stage, our goal will be to qualify bids prior to approving the contract to minimize the interruption of construction. If the City requests, we will review bonds insurance and other contract documents. With a contractor selected, the project will begin construction administration. ASA will oversee the work, according to CDs, to assure that the project is on time and within budget. Responsibilities will include:

•Establishing procedures at the pre-construction conference.

•Observing construction for conformance to drawings and specifications.

•Handling contractors' shop drawings, materials, and

product submittals.

•Reviewing results of construction tests and inspections.

•Processing requests for design changes during construction.

•Managing start-up, completion, and close-out.

•Administering the eleven-month warranty.

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

6.3_Detailed Statement of Services

ASA shall provide the services as specified in the City's RFP.

1. Pre-design—including but not limited to—cost estimating, programming, building code reviews, master planning, and feasibility studies

2. Preliminary and schematic design

3. Design development

4. Construction documents

5. Design services may also include architectural, civil, structural, mechanical, electrical engineering, plumbing, and landscape architectural services

6. Construction contract procurement (bidding or negotiation)

7. Construction contract administration

8. Other types of professional services of a nature consistent with the intent of the RFP—i.e., gathering public input, public meetings, and City Council meetings

9. Contact with authorities having jurisdiction

Documents required to be prepared by the architect/engineer will vary depending on the scope of work of the individual project owner. Generally, these may consist of the following:

1. Pre-design services shall consist of a written program, diagrams and drawings containing design objectives, space requirements, space relationships, flexibility and expandability, site and landscaping requirements, and construction cost estimates.

2. Preliminary and schematic design documentation shall consist of conceptual site and building plans, study models, perspective sketches, electronic modeling, or combinations of these media; and construction cost estimates.

3. Design development and construction documents services consist of specifications, drawings, and bid documents.

4. Construction contract administration documentation shall consist of copies of field reports, shop drawings, progress photographs, and drawings of record.

5. Documents prepared by the A/E team for use by the City shall be delivered in electronic format in an application acceptable to the City—typically in MSWord, Excel, Building Information Modeling (BIM), and Autocad (latest version). Documents specifically for use in bidding the work of a project owner shall be delivered to the City in an acceptable ADA format.

Work Plan & Project phases

Pre-design/Programming:

- Discuss space & expectations from meetings and site analysis
- Define project goals & objectives via client and community input
- Establish budget & timelines
- Determine sustainable & other project requirements
- Prepare illustrations for the design objectives, space requirements, space relationships, flexibility, & expandability

Schematic Design:

- Prepare the schematic design drawings for conformance with the approved site plan & program elements
- Develop sketches to communicate ideas to the City of Las Cruces and its stakeholders
- Provide cost estimates to ensure that the project is proceeding within the specified budget

Design Documents:

- Prepare design development drawings for conformance with the project elements

• Coordinate among the various disciplines utilized on the project

Construction Documents:

• Prepare detailed construction drawings and specification documents that will form the basis for the contract between the hospital and general contractor

• Incorporate electrical, mechanical, & structural requirements into the project development

• Provide the final construction documents to the team

Bidding & negotiations:

• Aid in the process to solicit competitive bids to hire a contractor

• Act as the City's advisor during bidding

• Ensure clarity and fairness in the bidding process

• Support negotiation and contract execution

Construction Administration:

• Establish procedures at the pre-construction conference

• Observe work for conformance to drawings and specifications

• Process contractors' shop drawings, materials, and product submittals

• Review results of construction tests and inspections

• Evaluate contractors' requests for payment

• Handle requests for design changes during construction

• Oversee project start-up, closeout, and the 11-month warranty inspection

11-month Warranty:

• Complete the project Punch List

• Conduct a walkthrough which begins the 11-month warranty period

WORK PLAN & PROJECT PHASES

PRE-DESIGN/PROGRAMMING:

- Discuss space & expectations from meetings and site analysis
- Define project goals & objectives via client and community input
- Establish budget & timelines
- Determine sustainable & other project requirements
- Prepare illustrations for the design objectives, space requirements, space relationships, flexibility, & expandability

SCHEMATIC DESIGN:

- Prepare the schematic design drawings for conformance with the approved site plan & program elements
- Develop sketches to communicate ideas to the City of Las Cruces and its stakeholders
- Provide cost estimates to ensure that the project is proceeding within the specified budget

DESIGN DOCUMENTS:

- Prepare design development drawings for conformance with the project elements
- Coordinate among the various disciplines utilized on the project

CONSTRUCTION DOCUMENTS:

- Prepare detailed construction drawings and specification documents that will form the basis for the contract between the hospital and general contractor
- Incorporate electrical, mechanical, & structural requirements into the project development
- Provide the final construction documents to the team

BIDDING & NEGOTIATIONS:

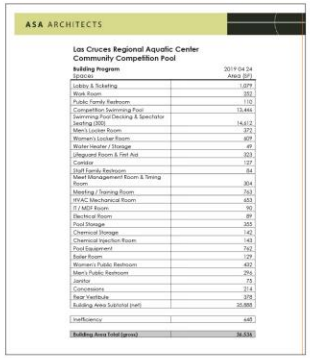
- Aid in the process to solicit competitive bids to hire a contractor
- Act as the City's advisor during bidding
- Ensure clarity and fairness in the bidding process
- Support negotiation and contract execution

CONSTRUCTION ADMINISTRATION:

- Establish procedures at the pre-construction conference
- Observe work for conformance to drawings and specifications
- Process contractors' shop drawings, materials, and product submittals
- Review results of construction tests and inspections
- Evaluate contractors' requests for payment
- Handle requests for design changes during construction
- Oversee project start-up, closeout, and the 11-month warranty inspection

11-MONTH WARRANTY:

- Complete the project Punch List
- Conduct a walkthrough which begins the 11-month warranty period


ASA ARCHITECTS

Las Cruces Regional Aquatic Center
Community Competition Pool

Building Program

SPACES	2019-04-24 ANSI (SF)
Lobby & Ticketing	1,079
Work Room	222
Public Family Restroom	110
Competition Swimming Pool	13,446
Swimming Pool Decking & Spectator Seating (200)	14,612
Men's Locker Room	372
Women's Locker Room	408
Water Heater / Storage	49
Lifeguard Room & First Aid	323
Corridor	137
Staff Family Restroom	84
Meet Management Room & Timing Room	304
Meeting / Training Room	763
HVAC Mechanical Room	653
IT / MDF Room	90
Electrical Room	89
Pool Storage	355
Chemical Storage	142
Chemical Injection Room	143
Pool Equipment	742
Boiler Room	129
Women's Public Restroom	432
Men's Public Restroom	296
Janitor	73
Concessions	214
Rear Vestibule	378
Building Area Subtotal (net)	35,885
Inefficiency	448
Building Area Total (gross)	36,334

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

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

7.1_Key Personnel

Robert Price, AIA, NCARB

President/Principal Architect

Estimated Percentage of Time Assigned to Projects: 25% which includes project management, production management, bidding/negotiations and construction administration oversight.

Education

· B.S. Architecture – University of Memphis

· B.S. Construction – University of Memphis

Registrations

Licensed Architect:

NM # 005017 & TN # 101718

As a president and principal officer managing the Las Cruces office, Rob has more than 30 years of experience in directing projects through all design phases. Rob provides a broad spectrum of knowledge and expertise, working with clients to provide creative and cost-effective solutions. He is experienced in all phases of architecture—including management, cost estimating, code research, specifications, engineering coordination and document production—and works closely with the A/E team to manage all phases of our projects.

Relevant Projects:

· City of Las Cruces, Transportation Facility with DWL Architects

· City of Las Cruces, Animal Services Center of the Mesilla Valley

· City of Las Cruces, Regional Aquatic Center, Natatorium

· City of Las Cruces, Fire Station #7

· City of Las Cruces Museum of Nature and Science

· City of Las Cruces, Amador Health Debtal Clinic

· City of Las Cruces, Community of Hope Renovation

· Chaves County Public Health Office, Roswell, NM

Manuel M. Alvidrez, Assoc. AIA

Senior Project Manager

Estimated Percentage of Time Assigned to Projects: 25% which includes project management, production management, bidding/negotiations and construction administration oversight.

Education

· B.A., Architecture – University of New Mexico

· Architectural Drafting and Design Certificate– Phoenix Institute of Technology

Manuel Alvidrez has more than 25 years of experience in architecture and production with special expertise in design criteria compliance, construction administration and documentation, and team management and coordination. Manny has particular knowledge of Building Information Modeling software and supervises ASA's production and training in Revit. His experience encompasses education facilities and public and private sector projects.

Relevant Projects:

· Animal Services Center of the Mesilla Valley, City of Las Cruces

· Doña Ana County, Office of Emergency Management (Ongoing)

· Doña Ana County -Radium Springs Fire Station Renovation

· Doña Ana County -Fire Station Remodel and Addition

· Otero County, CHINS Roof Replacement & Renovation Phase III

Miguel Romero

Project & BIM Manager

Estimated Percentage of Time Assigned to Projects: 25% which includes project management, production management, bidding/negotiations and construction administration oversight.

Education:

· Undergraduate Course Work, Mechanical Engineering/Computer Science – New Mexico State University

· Pre-Engineering/Computer Science – Santa Fe Community College

Miguel Romero has extensive experience in AutoCAD and AutoDesk Revit Building Modeling and is a project manager, BIM manager, and is involved in project production and construction administration. Miguel is also ASA's go-to person for all things related to computers in all of our offices, providing computer technical support as well as in-house AutoCAD and all software support for staff. His responsibilities include CADD management duties, such as inventory and supply, hardware maintenance and system archives, and cataloging ASA's drawings archives.

Relevant Projects:

· City of Las Cruces, Community of Hope Renovation & Additional Services,

· City of Las Cruces, Sage Café Community Center Addition

· City of Las Cruces, Mesilla Valley Comm. Of Hope – Jardin de Los Ninos Reroof

· Otero County District Court, Alamogordo

· Sisbarro Volkswagen Renovation, Las Cruces

Jorge Becerra

Construction Administrator

Estimated Percentage of Time Assigned to Projects: 20% which includes construction administration.

Education

· Architecture degree – UACJ-IADA, Mexico

· IT Technician degree – CBTIS 114, Mexico

Jorge is a qualified architect with experience in the field of construction and design. Jorge is proficient in AutoCAD, Sketchup, and V-ray Render. He also has experience as a construction superintendent and field supervisor. Jorge is a Registered Architect in Mexico.

Relevant Projects:

· Chaves County Public Health Office, Roswell, NM

· Hatch Valley Schools, Animal Science Building Renovation

· Hatch Valley Schools, Field House

· Valley View Elementary School Reroof & HVAC Replacement

· NM School for the Blind & Visually Impaired, Tapia Building Renovation

Sebastian Garcia

Intern Architect

Estimated Percentage of Time Assigned to Projects: 75% which includes production for schematic design, design development, and construction documents.

Education

· Associates of Science, Architecture – El Paso Community College

· Bachelor of Science, Architecture – Texas Tech University, College of Architecture

Sebastian has extensive experience in AutoCAD, Revit, Rhinoceros 3D, and Grasshopper, Adobe software. As an Intern Architect, he is developing into a project manager, with responsibilities including preparing fee proposals, participating in client and consultant meetings, and producing schematic design, design development, and construction document sets. He also contributes to construction administration.

Relevant Projects:

· Sierra Blanca ISD 2019 Bond Projects

· Nursing Program Expansion — ENMU Roswell

· New Mexico Readiness Center Phase 1 Restorations — NM Army National Guard

· Roswell Readiness Center Renovation — NM Dept. of Military Affairs

Emmanuel Urena

Intern Architect/Production

Estimated Percentage of Time Assigned to Projects: 75% which includes production for schematic design, design development, and construction documents.

Education

Associate of Science, Architecture – El Paso Community College

· Associate of Science, Civil Engineering – El Paso Community College

· Bachelor of Science, Architecture – Texas Tech University

New to ASA Architects in 2024, Emmanuel is a recent graduate and is bilingual. His skills and abilities are varied, and he excels in teamwork and collaboration. He is experienced in AutoCAD and Revitt and has a certificate in industrial equipment. Other experience and skills are in drafting, site visits, and logistics and inventory.

Relevant Projects:

· Otero County District Court, Alamogordo

· New Animal Shelter, City of Clovis

· Zia Middle School Floor and Wall Replacement, Las Cruces Public Schools

PRINCIPAL MEMBER/OFFICER OF THE FIRM RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT*
Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.

7.2_Person Responsible for Administration of Contract

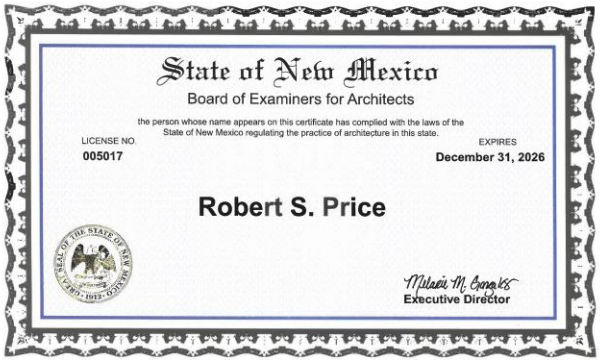
Rob Price AIA – President/Principal Architect

201 North Alameda Blvd.

Las Cruces, NM 88005

575-526-3111

robprice@asa-architects.com



State of New Mexico

Board of Examiners for Architects

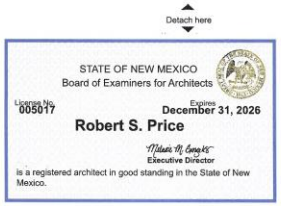
the person whose name appears on this certificate has complied with the laws of the State of New Mexico regulating the practice of architecture in this state.

LICENSE NO.
005017

EXPIRES
December 31, 2026

Robert S. Price

Executive Director



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STATE OF NEW MEXICO
Board of Examiners for Architects

License No.
005017

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December 31, 2026

Robert S. Price

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is a registered architect in good standing in the State of New Mexico.

THIS LICENSE MUST BE CONSPICOUSLY DISPLAYED AT ALL TIMES IN YOUR OFFICE OR PLACE OF BUSINESS IN ACCORDANCE WITH THE LAW.

Selection of Key Sub-consultants

After our Project Architect determines each project scope and the necessary services to be provided, the next step is the selection of the consulting team—and assembling the best team possible is essential to success. With a 57-year history in the region, and a specialization in public facility designs, ASA Architects has substantial relationships with specialized consultants on various public facility and educational projects. We use qualified consultants for engineering and other specialized services that are critical to the successful delivery of our projects.

We select the services of individuals who have a proven record of working with us on similar projects and have demonstrated their competency, ability, and efficiency as integral members of our design team. We also ensure that each consultant has the necessary resources available to maintain the project

Mechanical, Plumbing & Electrical Engineering

-Tesdudo Engineering Inc.

7007 Wyoming Blvd NE, C2, Albuquerque, NM, 87109

Wayne A. Yevoli, PE, LEED AP

Principal/President

Mechanical Engineer

Education/Registrations:

· Bachelor of Arts in Economics—University of New Mexico with Undergraduate study in Mechanical Engineering

· Mechanical PE in NM, CO, AZ, CA

Mr. Yevoli has 42 years of engineering design and project management experience in the MEP field. He works hard to foresee potential issues within a project's scope of work so that the problem can be avoided or at the least the design team knows what to look out for in order to provide the best solution and end result. Specific areas of expertise include heating and cooling systems, ventilation, specialized exhaust systems, domestic plumbing, steam, fire protection and site utilities.

William Kitsos, PE

Tesdudo Engineering Inc.

Electrical Engineer

Education/Registrations:

· Electrical PE in NM, AZ

· Bachelor of Science Architectural Engineering University of Colorado

Mr. William "Bill" Kitsos strives to see the big picture first in his forty-three years of electrical engineering experience. Bill is a licensed general contractor as well and is able to provide a valuable viewpoint from the contractor's point of view. Along with this he held a designation as a Project Management Professional for 13 years giving him a sound approach to a project no matter the size, timeframe, cost, or constraints.

Mechanical, Plumbing & Electrical Engineering

RBM ENGINEERING INC.

1065 S Main St Ste A Las Cruces, NM, 88005

ROBERT H. BEASLEY, P.E.

VICE PRESIDENT

Mechanical/Plumbing Engineer

EDUCATION/REGISTRATIONS:

· B.S., Mechanical Engineering – Texas A&M University

· Registration: New Mexico No. 10531; Texas

Robert Beasley has designed and produced plans and specifications for a wide variety of plumbing and heating, ventilation and air-conditioning systems. His work has included all aspects of project management, engineering studies and construction documents for public and private sector projects including educational, medical, business, municipal and industrial facilities.

RBM ENGINEERING INC.

BRYAN R. MORRIS, P.E.

PRESIDENT

Mechanical/Plumbing Engineer

EDUCATION/REGISTRATIONS:

· B.S.E.E. – University of Texas at El Paso

· P.E. Registration: New Mexico No. 20195

· P.E. Registration: Texas No. 60714

Robert Beasley has designed and produced plans and specifications for a wide variety of plumbing and heating, ventilation and air-conditioning systems. His work has included all aspects of project management, engineering studies and construction documents for public and private sector projects including educational, medical, business, municipal and industrial facilities.

Mechanical, Plumbing & Electrical Engineering

RAXIS ENGINEERING

505 S. Main St., Las Cruces, NM, 88001

JOSE MORALES, P.E.

PRINCIPAL/CO-FOUNDER

Mechanical/Plumbing Engineer

EDUCATION/REGISTRATIONS:

· B.S., Mechanical Engineering – University of Texas at El Paso

· M.S., Engineering Management – University of Houston at Clear Lake Joint Certificate for Project Management and Six Sigma Geen Belt – University of Houston at Clear Lake

· Licensed P.E. in Texas No. 111590 – Texas Board of Professional Engineers and Surveyors

· Licensed P.E. in New Mexico No. 22154 – State Board of Licensure for Professional Engineers and Professional Surveyors

· Certified Energy Manager Certificate No. 17957 – Association of Energy Engineers

· Six Sigma Core Geen Belt Certification – Honeywell International

Jose Morales has over twelve years of experience in mechanical and plumbing systems design. As company principal, he coordinates and oversees the design for MEP projects, including plans, specifications, cost estimates, and reports. He provides significant design expertise in mechanical and plumbing systems for commercial, institutional, and industrial facilities as well as coordination for utilities installations. As a Certified Energy Manager, Mr. Morales provides Energy Consulting Services, such as design of Energy Conservation Measures, Building Energy Audits, and Third-Party Energy Savings Evaluations among other energy related services.

Structural Engineering

STUBBS ENGINEERING, INC.

277 E. Amador Ave. Suite 200, Las Cruces, NM, 88001

MICHAEL A. STUBBS, P. E.

PRESIDENT

Civil Engineer

EDUCATION/REGISTRATIONS:

· B. S. Civil Engineering – New Mexico State University

· Registered Professional Engineer: New Mexico No. 16814; Texas No. 92018

Michael Stubbs formed Stubbs Engineering to provide creative and economical structural designs for clients in New Mexico and west Texas. His experience in design and construction methods enables him to provide a superior level of service.

Civil Engineering

SMA - SOUDER MILLER ASSOCIATES

3500 Sedona Hills Pkwy, Las Cruces, NM, 88011

MICHAEL JOHNSON, P.E.

ENV-SP/SENIOR ENGINEER

Civil Engineer

EDUCATION/REGISTRATIONS:

· M.B.A., Business Administration; B.S.,Civi Engineering

· Professional Engineer: New Mexico No. 0751

Michael Johnson was a former Public Works Director, Facilities Director, and City Traffic Engineer for the City of Las Cruces and has more than 30 years of public works operational, engineering design, and managerial experience.

LEED & Sustainability Consultant

VERDACITY

219 Central Ave NW, Suite 210, Albuquerque, NM, 87102

KRIS CALLORI, LEED FELLOW, LEED AP BD+C, LEED AP ID+C, LEED AP O+M, WELL AP

FOUNDER, PRINCIPAL

LEED & Sustainability Consultant

EDUCATION/REGISTRATIONS:

· Bachelor of Architecture, The Catholic

· University of America, 1994

· Master of Biomimicry, Arizona State University, 2017

· Building Enclosure Commissioning Process Provider,

University of Wisconsin 2019

Architect – New Mexico 3470, Texas 25387, Colorado 306006

LEED Fellow 30274, LEED AP BD+C, LEED AP ID+C, LEED AP EB+OM

WELL AP 0000000089

Fitwel Ambassador

As a member of the first class of LEED Fellows, Kris has been recognized to convey established leadership, mentorship, advocacy and technical expertise in the green building industry. Her WELL and Fitwel credentials signify advanced knowledge in human health and wellness in the built

environment. As a Guiding Principles Compliance Professional (GPCP), Kris effectively implements the adoption of sustainability initiatives among federal agencies. In 2017, Kris was appointed to the Health Leadership Network established by the Urban Land Institute where she participated in the development of framework that links human health outcomes with the design of the built environment. In 2018, Kris was honored as a Women of Influence by Albuquerque Business First.

Landscape Architect

THE DRY LAND

110 Montecillo, Suite 1C, El Paso, TX, 79912

JONATHAN MATTHEWS RLA, SITES AP, LI, LEED GREEN ASSOCIATE

Landscape Architect

EDUCATION/REGISTRATIONS:

· Texas A&M University

· College Station, Texas

· Bachelor of Arts in Landscape Architecture

· Registered Landscape Architect:

  · Texas Reg # 3196

  · New Mexico # 589

  · Arizona # 73305

  · Colorado # 1641

  · Utah # 14041047-5301

· Licensed Irrigator in Texas License # 21419

· LEED Green Associate

Jonathan's past work includes landscape design of highways, streets, parks, splash pads, trails, medical buildings, government facilities, entertainment hubs, shopping centers, private residences and community gardens for a variety of clients ranging from local, county, state and federal government, to institutions, developers and non-profit organizations.

*******Additional Specialty Consultants – Used as Needed********

Geotechnical

COZ ENGINEERING INC.
2032 Villa Napoli Loop East, Las Cruces, NM, 88011

Interiors

ASA ARCHITECTS

Surveying

SOUDER MILLER

3500 Sedona Hills Pkwy, Las Cruces, NM, 88011

Environmental

TERACON

4450 Bataan Mememorial W., Las Cruces, NM, 88011

Historic Building Preservation

LIMBACHER & GODFREY ARCHITECTS

2124 East 6th Street Suite 102, Austin, TX, 78702

Detention

HDR

8750 N. Central Expressway, Suite 100, Dallas, TX 75231

BRINKLEY SARGENT WIGINTON ARCHITECTS

4851 LBJ Freeway, Suite 800, Dallas, TX, 75244

Courts

FENTRESS INCORPORATED

945 Sunset Valley Drive, Sykesville, MD. 21784

Aquatic

COUNCILMAN HUNSAKER

12400 Coit Road, Suite 565, Dallas, TX, 75251

Animal Services

CONNOLLY ARCHITECTS & CONSULTANTS

2414 Exposition Blvd., Ste. A2, Austin, TX, 78703

LOCATION(S) OF OFFICE(S) *
Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

7.3. Location of offices

One-hundred percent (100%) of the architectural work for the City of Las Cruces will be performed from our Las Cruces location.

ASA OFFICES:

ASA ARCHITECTS – LAS CRUCES

100% of work for the City of Las Cruces

201 N. Alameda

Las Cruces, NM 88005

575-526-3111

ASA ARCHITECTS – ROSWELL

0% of work for the City of Las Cruces

2600 N. Main

Roswell, NM 88201

575-622-9858

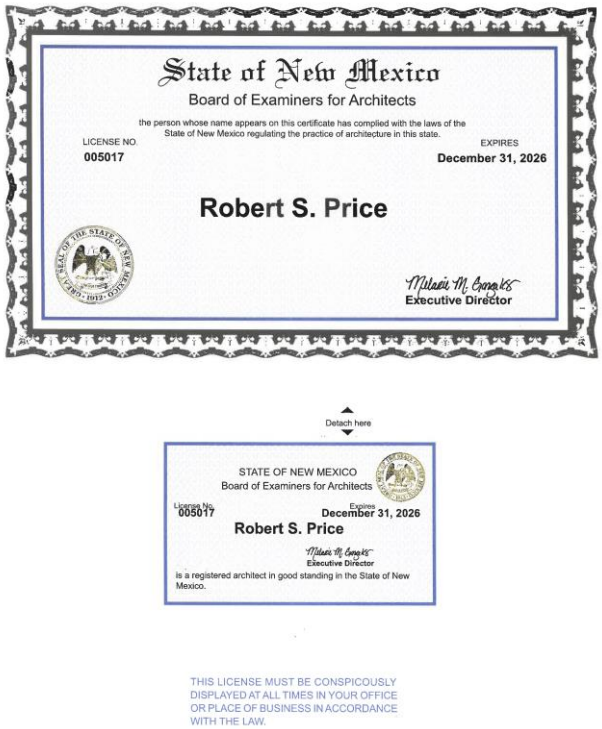
ASA ARCHITECTS – EL PASO

0% of work for the City of Las Cruces

519 E. Rio Grande

El Paso, TX 79902

PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK *
Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.



State of New Mexico
Board of Examiners for Architects

the person whose name appears on this certificate has complied with the laws of the State of New Mexico regulating the practice of architecture in this state.

LICENSE NO. 005017

EXPIRES December 31, 2026

Robert S. Price

Executive Director

Detach here

STATE OF NEW MEXICO
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THIS LICENSE MUST BE CONSPICOUSLY DISPLAYED AT ALL TIMES IN YOUR OFFICE OR PLACE OF BUSINESS IN ACCORDANCE WITH THE LAW.

7.4_Professional responsible for and in direct charge of the work

Rob Price AIA – President/Principal Architect

201 North Alameda Blvd.

Las Cruces, NM 88005

575-526-3111

robprice@asa-architects.com

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

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

Section_8_Criteria_3-_Performance_of_the_Firm_.pdf
Cost_Matrix_One_–_ASA_Architects.pdf

PRICE TABLES

COST MATRIX ONE

Delivered Services

Line Item	Description	Fee	Percentage
1	Services up to and including the completion of Design Development; including the delivery of Design Development documents.	Not to exceed % of the estimated cost of construction	40%
2	Services from the completion of Design Development up to and including the completion of construction documents; including the delivery of specifications, drawings and bid documents.	Not to exceed % of the estimated cost of construction	35%
3	Services from the delivery of construction and bid documents up to and including the completion of construction contract administration; including the delivery of contract closeout documents.	Not to exceed % of the estimated cost of construction	25%

COST MATRIX TWO

Project Assignment

Line Item	Description	Unit of Measure	Unit Cost
1	Principal-In-Charge	Hourly Rate	$225.00
2	Project Architect / Project Engineer	Hourly Rate	$150.00
3	Architect	Hourly Rate	$125.00
4	Engineer (Structural, Mechanical, Electrical, Civil)	Hourly Rate	$200.00
5	Landscape Architect	Hourly Rate	$125.00
6	Interior Designer	Hourly Rate	$100.00
7	Cost Estimator	Hourly Rate	$125.00
8	Drafter	Hourly Rate	$90.00
9	Specification Writer	Hourly Rate	$125.00
10	Administration / Clerical	Hourly Rate	$75.00

COST MATRIX TWO CONT.

Project Assignment - Please list the position title and hourly rate for any other staff positions that are not included in the previous table.

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
1	Other (List)	Hourly Rate		$0.00
2	Other (List)	Hourly Rate		$0.00
3	Other (List)	Hourly Rate		$0.00
4	Other (List)	Hourly Rate		$0.00
5	Other (List)	Hourly Rate		$0.00
6	Other (List)	Hourly Rate		$0.00
7	Other (List)	Hourly Rate		$0.00
8	Other (List)	Hourly Rate		$0.00
9	Other (List)	Hourly Rate		$0.00
10	Other (List)	Hourly Rate		$0.00

SECTION 8_CRITERIA 3: PERFORMANCE OF THE FIRM

ASA is recognized for quality service and placing the highest priority on client relations, believing that by cultivating long-term relationships with clients and associates, we provide better design and greater satisfaction. With every on-call City project—regardless of size or scope—our goal will be to develop design concepts that match needs, resources, and aspirations while providing practical recommendations and solutions.

ASA Architects is experienced with providing services for as-needed architectural contracts. We have served counties and municipalities schools and universities in this capacity—including serving the City of Las Cruces in this role currently. ASA has also provided on-call architectural services to higher education institutions and school districts.

AS-NEEDED / ON-CALL CLIENTS:

City of Las Cruces
Doña Ana County
Las Cruces Public Schools
State of New Mexico
New Mexico State University
Dona Ana Community College
City of Sunland Park, NM
City of El Paso
El Paso County
El Paso Independent Schools
Ysleta Independent Schools
Grant County
Western New Mexico University
Village of Hatch
Hatch Valley Public Schools
Otero County
Alamogordo Public Schools

Dona Ana County Operation of Emergency Management Building – Las Cruces, NM

THREE PAST PROJECT WITH REFERENCES

1. Doña Ana Fire Station #1 Remodel and Addition

Doña Ana County – Las Cruces, NM

The scope of work for this project included remodeling an addition to the existing station with structural, architectural, mechanical, plumbing and electrical assemblies. Architectural spaces included equipment rooms, offices, a day room, restrooms, and an IT room.

OWNER:
Doña Ana County

FINAL COST:
$887,146

SUBSTANTIAL COMPLETION DATE:
August 2021

PROJECT REFERENCE:
David Orneals,
Facilities & Parks Construction Project Coordinator
Doña Ana County
575-525-6184
davodo@donaanacounty.org

2. Organ Mountain High School Partial HVAC Replacement
Las Cruces Public Schools – Las Cruces, NM

The scope of work for Organ Mountain High School included HVAC upgrades and removal of existing equipment and/or curbs, associated minor structural, mechanical, plumbing, and electrical work.

OWNER:
Las Cruces Public Schools

FINAL COST:
$2,587,873

SUBSTANTIAL COMPLETION DATE:
January 2025

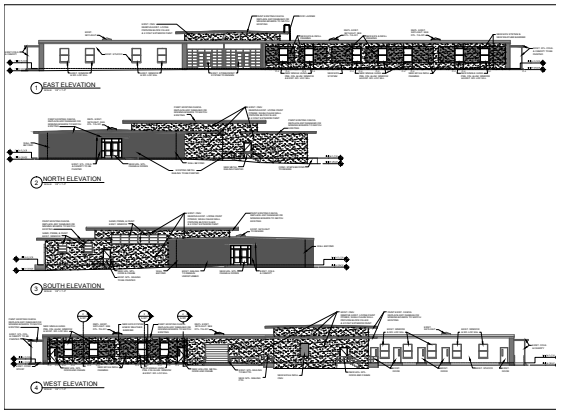
PROJECT REFERENCE:
Robert Williams, Construction Project Manager
Las Cruces Public Schools
575-527-6067
rwilliams3@lcps.net

3. CHINS (Child Deveopment Center) Renovation Phase II
Otero County – Alamogordo, NM

The project included the following renovations:
- Asbestos abatement
- Demolition of deteriorated equipment, windows, and MEP systems
- Site improvements, including concrete pads at new exits
- Installation of ADA-compliant railings and hardware

Exterior improvements included the following:
- Exterior lighting at all exits
- Installation of an exterior insulated finish system (EIFS)
- New windows and doors (including new exit doors)
- Painting and repair of existing exterior fascia
- Replacement of metal doors and windows
- Repair of existing soffits
- Replacement of existing skylights

Interior improvements included renovations to the restrooms, north administration office area, classrooms, kitchen, corridor, and multi-purpose room; these improvements consisted of the following:
- New HVAC, plumbing, and electrical systems
- New casework, including renovation of cabinets and countertops
- Replacement or repair of doors, frames, windows, and hardware
- Installation of new glazing, metal framing, wall finishes, floor finishes, and ceilings
- New toilet partitions and accessories
- Additional components and assemblies as indicated in the drawings and specifications



OWNER:
Otero County

FINAL COST:
$753,064

SUBSTANTIAL COMPLETION DATE:
May 2020

PROJECT REFERENCE:
Pamela Heltner, Otero County Manager
575-437-7427
pheltner@co.otero.nm.us

Cost Matrix One – ASA Architects

Line Item 1:

Services up to and including the completion of Design Development; including the delivery of Design Development documents.

40% of the total fee amount where the fee percentage varies from 12.30% for a construction cost of $100,000 to 8.00% for a construction cost of $2,000,000 and over for new construction projects. And where the fee percentage varies from 13.35% for a construction cost of $100,000 to 9.25% for a construction cost of $2,000,000 and over for renovation projects. Fee percentages are based on basic architectural services which include architectural, and structural, and MPE engineering, surveying, geo-tech reports, other reports, civil engineering, landscape, and other special consultants are adds to these fee percentages depending on the project type and services needed.

Line Item 2:

Services from the completion of Design Development up to and including the completion of construction documents; including the delivery of specifications, drawings and bid documents.

35% of the total fee amount where the fee percentage varies from 12.30% for a construction cost of $100,000 to 8.00% for a construction cost of $2,000,000 and over for new construction projects. And where the fee percentage varies from 13.35% for a construction cost of $100,000 to 9.25% for a construction cost of $2,000,000 and over for renovation projects. Fee percentages are based on basic architectural services which include architectural, and structural, and MPE engineering, surveying, geo-tech reports, other reports, civil engineering, landscape, and other special consultants are adds to these fee percentages depending on the project type and services needed.

Line Item 3:

Services from the delivery of construction and bid documents up to and including the completion of construction contract administration, including the delivery of contract closeout documents.

25% of the total fee amount where the fee percentage varies from 12.30% for a construction cost of $100,000 to 8.00% for a construction cost of $2,000,000 and over for new construction projects. And where the fee percentage varies from 13.35% for a construction cost of $100,000 to 9.25% for a construction cost of $2,000,000 and over for renovation projects. Fee percentages are based on basic architectural services which include architectural, and structural, and MPE engineering, surveying, geo-tech reports, other reports, civil engineering, landscape, and other special consultants are adds to these fee percentages depending on the project type and services needed.

ATTACHMENT A

CITY OF LAS CRUCES

Term Contract for Architectural and Engineering Services
Contract Number 25-26-004

Project Order	Number (#)	**Architect/Engineer:**	
Fee Proposal		**A/E's project manager:**	
Date Requested:			*(to be completed by A/E)*
Notice to Proceed:		**Project Manager e-mail:**	
Date Issued:			*(to be completed by A/E)*

Project Order Title:
Insert title here
Physical address / location here, if applicable

This Project Order, Number (Enter Number), is issued pursuant to the Agreement Between Owner and Architect, dated (Contract Date), between the City of Las Cruces and ASA Architects, P.C., incorporated herein by reference.

Scope of Work:
The scope of work for which Architect's Services are to be performed under this Project Order is generally described as:

-

A/E personnel and sub-consultants:
The A/E staffs the project orders as generally identified by function and/or discipline in the proposal and as specifically listed herein to work on this Project Order. *(to be completed by A/E)*

Schedule:
Number of calendar days required to provide Architect's Basic Services through the completion of construction documents: _____
(to be completed by A/E)

Compensation:
The A/E shall perform all architectural and engineering services required for the completion of this Project Order's scope of work for the basic compensation computed as follows:

For the services as described in the (Scope of Work above, attached document, etc.) _____ ($ _____)
(to be completed by A/E)

For services from the delivery of construction and bid documents to the completion of construction contract administration, a lump sum of _____ ($ _____)
(to be completed by A/E)

or, based on the hourly rates listed in the fee proposal,

a fixed not-to-exceed amount of _____ ($ _____)
(to be completed by A/E)

The basic compensation proposed above shall be subject to negotiation and revision. Any such revision made by the Owner shall be agreed to by the A/E prior to this Proposal Request becoming a Notice to Proceed.

Fee proposal revisions:

Proposed Fee ($)	Revised Fee ($)	Revised by Owner *(date)*	Accepted by A/E *(date)*

Project Order Proposal Submitted By:

Architect/Engineer

By: _____
(signature) *(date)*

Name: _____

Title: _____

Project Order Proposal Accepted By:

Owner

By: _____
(signature) *(date)*

Name: _____

Title: _____

Attachments:

1.
2.
3.

EXHIBIT "F"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of February 2026 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Countryman & Co. Architecture, of 108 S. Stanton Street, Third Floor, El Paso, Texas, 79901, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
On-call Architectural and Engineering services on an as-needed basis via Project Order (Attachment A) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 25-26-004, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

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

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as outlined in Exhibit A, at an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project(s) that are required by the CITY and it will serve the CITY diligently and

faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2026 for a term of five years through April 30, 2031, for a term of five (5) years.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY, and as agreed to for each project assigned under the terms of this Agreement.

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

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

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

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

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

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

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

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

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

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

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

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

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

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

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

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Sreedevi Bhathala Mohanraj
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Countryman & Co. Architecture 108 S. Stanton Street, Third Floor El Paso, Texas 79901 ATTENTION: Jennifer Countryman

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.

COUNTRYMAN & CO.
ARCHITECTURE

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

12/11/2025
City Attorney

EXHIBIT A

A. Project assignment is initiated by the City providing the CONTRACTOR a detailed project description, including scope of work and any other special instructions needed by the CONTRACTOR to provide complete services necessary for carrying out the work presented by the City. The CONTRACTOR shall provide services that may include, but not be limited to, the following:

    1. Pre-Design Services including but not limited to cost estimating, programming, building code reviews, master planning, and feasibility studies
    2. Preliminary and Schematic Design Services
    3. Design Development Services
    4. Construction Documents Services
    5. Design Services may include architectural, civil, structural, mechanical, electrical engineering, plumbing, and landscape architectural services
    6. Construction Contract Procurement (Bidding or Negotiation) Services
    7. Construction Contract Administration Services
    8. Other types of professional services of a nature consistent with the intent of the RFP, i.e. gathering public input, public meetings, Council meetings
    9. Contact authorities having jurisdiction

B. Documents required to be prepared by the CONTRACTOR will vary depending on the scope of work of the individual Project Order; generally, may consist of the following but not limited to:

    1. Pre-Design Services shall consist of a written program, diagrams and drawings containing design objectives, space requirements, space relationships, flexibility and expandability, site and landscaping requirements, and construction cost estimates.
    2. Preliminary and Schematic Design documentation shall consist of conceptual site and building plans, study models, perspective sketches, electronic modeling, or combinations of these media; and construction cost estimates.
    3. Design Development and Construction Documents Services consist of specifications, drawings, and bid documents.
    4. Construction Contract Administration documentation shall consist of copies of field reports, shop drawings, progress photographs, and drawings of record.
    5. Documents prepared by the CONTRACTOR for use by the City shall be delivered in electronic format in an application acceptable to the City; typically, MSWord, Excel, Building Information Modeling (BIM), and Autocad (latest version). Documents specifically for use in bidding the

work of a Project Order shall be delivered to the City in an acceptable Americans with Disabilities Act (ADA) format.

C. The CONTRACTOR shall also be able to provide the services of specific sub-consultants, including but not limited to the following:

1. Landscape Architect
2. Interior Designer
3. Professional Engineers (Civil, Structural, Electrical, Mechanical)
4. Specialized Consultants (e.g. Architectural Programming, Acoustics, Environmental Assessments, LEED certification, Historic Building Preservation / State Historic Preservation Office [SHPO])

City of Las Cruces

Procurement

-, -

700 N. Main Street, Las Cruces, NM 88001

[COUNTRYMAN & CO. ARCHITECTURE] RESPONSE DOCUMENT REPORT

RFP No. 25-26-004

Architectural & Engineering Services

RESPONSE DEADLINE: September 9, 2025 at 4:00 pm

Report Generated: Thursday, November 20, 2025

Countryman & Co. Architecture Response

CONTACT INFORMATION

Company:
Countryman & Co. Architecture

Email:
jennifer@countrymanandcoarchitecture.com

Contact:
Jennifer Countryman

Address:
108 S. Stanton
Third Floor
El Paso, TX 79901

Phone:
(915) 929-1827

Website:
www.countrymanandcoarchitecture.com

Submission Date:
Sep 8, 2025 12:55 PM (Mountain Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 18, 2025 6:15 PM by JHC Jennifer Heidi Countryman

Addendum #2
Confirmed Aug 25, 2025 6:34 PM by JHC Jennifer Heidi Countryman

Addendum #3
Confirmed Sep 8, 2025 6:06 PM by JHC Jennifer Heidi Countryman

QUESTIONNAIRE

1. RFP Compliance Declaration*

In compliance with the requirements of this RFP, I offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

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

Confirmed

2. NM Tax & Revenue Dept. CRS

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

NA

3. Current NM Secretary of State Business ID

Corporations Only

Limited Liability Company # 3097507 : Business ID # 0008045356

4. Current CLC Business Registration #

Respondents located in Las Cruces only

NA

5. Federal I.D. Number *

861193282

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

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

From a broad perspective, we'd describe our approach a:

TECHNICALLY SAVVY DESIGN PRODUCTION

partnered with

FACE-TO-FACE COMMUNICATIONS

That said, we APPROACH every project from these 10 perspectives:

1. Communication Strategy . We provide you with a single point of contact, the Principal-In-Charge, who will be responsible for daily communications. While frequently through email, we are string believers in the value of conversations – by phone, and in person.

2. Staffing Plan & Schedule Expectations . A high Architect : Intern Ratio sets Countryman & Co. apart. 50% of our staff is composed of Licensed Architects, which you'll easily appreciate in the accuracy and detail of our drawings. Please contact our references for our strong track record of delivering projects of any size, on time. In lieu of having many projects in production at the same time, our staffing plan flexes people into projects to finish them one at a time, enabling most projects to be finished ahead of their contractual schedule.

3. **Design Drivers** . Design can add significant value. Our timeless designs and material selections are beyond trends. We pride ourselves in designing facilities that are maintenance friendly (more isolation valves, easier to reach filters), easier to clean (no tile) and longer lasting (higher grade surface protection where it matters). Aside from practical, our firm has won AIA awards for the aesthetics that we partner our facility management-friendly work.

4. **Design Process | QA - QC** . There are two aspects to the quality of a project's deliverables:

a. Does it qualitatively describe the project you, as the client, requested - in every detail? To ensure this, our firm starts every project by using a Project Requirements Checklist, that originates in the scope of work included in the fee proposal, and is updated during design meetings. We use this document to backcheck our drawings, to ensure everything you ask for, in every detail, has been included.

b. Is it feasible and practical? From the development of the conceptual design – simultaneously – we are developing the building and site code reviews, as well as assessing existing utility locations – to ensure that from the get go, our design is a feasible, practical, response to existing conditions and infrastructure.

c. In reviewing a design for a project to those parameters, do all the documents coordinate, i.e., fit, work, function and gracefully work together? Our consultant coordination is strong; our in-house personal review of each engineer's work is meticulous. All drawings, whether produced by a consultant, or in-house, undergo multiple rounds of redlines. Each drawing that a client received has been reviewed by multiple in-house personnel before it reaches your hands.

5. **Technological Approach** . From 3-D scanning existing buildings, to life-like renderings, and video fly-throughs, our firm can generate whatever your team is looking for. We also create exceptional presentation materials for community, end-user and city council meetings. All of our construction documents are produced in REVIT, a 3-Dimensionsal BIM software.

6. **Budget Management** . We build flexibility into the bid documents, so that even as we're checking to make sure that we are on budget at every design milestone, we still have options to easily add, subtract, or partition of portions of the work quickly at bidding, so as not to delay contract award. This has worked wonderfully for many of our clients, who also use our documents at times as phasing plans, as funding becomes available. Countryman & Co. also works proactively with engineers and estimators during the

design, make decisions based on actual cost information, in lieu of waiting until estimates are ready, so as not to delay delivery, or have to double-back and re-design – informed decisions and string collaboration allow us to move every project steadily forward.

7. Local Construction Phase Support . Our architects and engineers are responsive – via phone, email, or on site, in person. We provide timely field observation reports, and responses to RFIs. We collaborate with contractors to find implementable solutions to found conditions. We work with you to find equivalent substitutions when unexpected delays occur. Countryman & Co. helps you expertly manage construction, as your firm and friendly right hand.

8. Customer Service . We understand the commitment. We understand On-Call Services. Countryman & Co. holds multiple active on-call contracts for A|E services. (Ysleta del Sur Pueblo, The Texas Health And Human Services Commission, Region XIX, Region XVIII, County of El Paso, City of El Paso) Our ability to respond quickly, to projects of a wide variety and scale sets us apart, and is one of the main reasons public entities repeated rely on us. Our firm's staff includes a former facilities director, and we understand that sometimes small projects, are the most critical – and we give equal importance to every job, no matter the size.

9. Amicability . We see ourselves as your strongest ally and advocate during the project delivery process. Our advice and opinions are objective, experienced, and practical. More than that, we pride ourselves in being easy to work with. We're solutions-oriented team players at our core, be that in conversations with you, or your contractor. We know that choosing an architect firm to deliver a project with, is choosing a relationship – the staff at Countryman & Co. are responsive professionals you'll enjoy working with.

Our TECHNICAL APPROACH TO RENOVATIONS, which is often a large share of on-call contract work, is different:

Our renovation design process is unique. Before work begins, or a single design decision is made, First, we thoroughly scan the existing conditions with a 3-D camera, and investigate infrastructure locations. Accurately inputting the current construction - including things like wall tyes - is very important to reducing costs and change orders. Second, together we'll discuss functions that will remain in operation, and analyze logical breaks in the construction to begin placing a the framwork behind a construction phasing plan into the background of the design. Third, together we'll review a list of categorized design requirements that is updated, sometimes as often as weekly, each time a design requirement is added or modified. The range of items included can be large to small scale; from the need to include a helipad, to what brand of faucets are preferred. Fourth, we begin the design process, with firm footing of exactly what the existing conditions of the building provide, and a detail list of what it needs to become.

CODENINJAS
Kids have fun,
Parents see results

MAJOR TASKS TO BE ACCOMPLISHED*

During Design

- Thorough Understanding of Scope of Work

  Functional & Space Programming Goals

  Operations to Remain Functional During Construction

  Priorities

  Budgetary Goals

  Review Process

  Stakeholder & Community Engagement Understanding

- Field Verification – Renovations

  3-D Scanning of Existing Buildings and Sites

  Investigation of Structural Conditions | Opening of Ceilings – Scanning of Walls

  As-Built Review

  Documentation of Existing Conditions and Presumed Wall Types in Construction Documents

OR

- Site Investigation – New Construction

  Surveys

  Easements | Setbacks | Zoning | Parking Requirements

  Utility Location Verifications

- Conceptual Design
- Cost Estimate - 1

- Owner | Architect Meeting – Design Review Comments & Scope | Cost Reconciliation
- Schematic Design Drawings
- Cost Estimate - 2
- Owner | Architect Meeting – Design Review Comments & Scope | Cost Reconciliation

Design Approval | Release to Engineering

- Community Engagement | Public Presentation - 1
- Design Development Drawings & Specification
- Interior Design
- Furniture Fixture & Equipment Selection
- Consultant Coordination Set Production
- Consultant Coordination
- Cost Estimate - 3
- Owner | Architect Meeting – Design Review Comments & Scope | Cost Reconciliation

Approval of Finishes | Review and Comment by City of Las Cruces Maintenance & Operations

- Construction Document Production
- Consultant Coordination Set Production
- Consultant Coordination
- Quality Assurance | Quality Control
- Submission of 100% Construction Documents for Permitting & Bidding
- Cost Estimate - 4
- Community Engagement | Public Presentation - 2

Below: *Mutt's Canine Cantina,* new construction and site improvements by Countryman & Co.

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

Countryman & Co. holds multiple open-ended contracts. Each time we receive a Task Order, the services we provide vary, depending on the scope of the project. For example, some of Task Orders have been for 500 SF Tenant Improvements, others have been for 50,000 SF HVAC and re-roofing project at an airport.

That said, our architectural services can consist of any combination of the following, depending on the scope of work of the Task Order: 3-D Building Scanning & As-Built Drawing, for building and site exteriors as well as building interiors. • Space Utilization Studies • Architectural Space Programming • Conceptual Designs with Code Reviews • Feasibility Studies • Construction Document Production in

REVIT (BIM) • Interior Design • Furniture, Fixture and Equipment Selection and Specification • Virtual Models • Renderings • Videos • Presentations • Community Outreach Presentations • City Council Meeting Presentations • Coordination with the Authorities Having Jurisdiction • Permit Processing • Assistance During Bidding (Pre-Proposal Meetings, Answering Questions, Providing Opinions on Bids) • Construction Administration (OAC Meeting Participation or Leadership, Submittal Reviews, Shop Drawing Reviews, RFI Responses, Publishing of ASIs, Field Visits, Field Observation Reports with Photos, Field Observation Reports by Our Consultant Team, Punchlists, Punchlist Backchecks, Record Drawings if Requested, Pay Application Reviews, Close Out Document Reviews)

Our core consultant team usually consist of | from the following: Civil | Structural Engineering and Surveying by *Burak Consulting* • Geotechnical Studies Consultant *by LOI* • Mechanical-Plumbing Engineer *by Fluid Systems* • Electrical Engineer *by Dagger Engineering* • Landscape Architect *by The Dry Land* • Cost Estimator *by Cummings Group*

Depending on the project, we also include any specialty consultants that it may require, such as: Aquatic *by Westcon Pools* • Acoustic *by BAi* • Cultural Resource and Environmental Assessments *by Hammerstone Environment* • Foodservice, if requested, *by Webb Foodservice Design*. (We do most FS planning in-house.) • LEED Certification, by our in-house LEED AP. • Historic Preservation, by our in-house Registered Architect who has won an AIA Award for Historic Preservation – Adaptive Re-Use.

Below: *Ysleta Del Sur Pueblo Fire Division HQ Renovation* by Countryman & Co.

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

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

JENNIFER COUNTRYMAN AIA, NCARB, LEED AP, MA Sociology, PMI PMP

PRINCIPAL-IN-CHARGE

Principal-In-Charge ____ New Mexico Architecture License No. 005305

Texas Architecture License No. 21140

Experience ____

- The McGuffey Vistas Apartment Complex, City of Las Cruces
- Telshor Tower - Fire Restoration Project, City of Las Cruces
- Ysleta del Sur Pueblo - **VIA ON CALL CONTRACT**

. Administrative Building Expansion
. Emergency Operations Center
. Fire Division Headquarters Renovation
. Building Scanning for use by Emergency Management

- University Medical Center of El Paso
  . Fluoroscopy Unit Replacement
  . Annex Building First Floor Renovation
  . Legent Hospital (UMC Surgical Center East) CT Scan Suite
  . Main Campus CT Scan Suite
  . Thomason Tower 8th Floor Security Improvements
  . Thomason Tower 8th Floor Bed Unit Code Review
- Tornillo Independent School District
  . Gym Conversion to Kitchen-Cafeteria
  . Tornillo Elementary Parking Lot Expansion
- Hunt Communities
  . Emerald Estates - Neighborhood Recreation Center
  . The Veranda at Verdancia - Neighborhood Recreation Center
  . The Club at Mission Ridge - Neighborhood Recreation Center
- 108 S. Stanton Office Architect of Record AIA Award Winner
- El Paso Community College Transmountain Campus Addition Architect of Record AIA Award Winner
- El Paso International Airport - VIA ON CALL CONTRACT
  . Terminal Roof Repairs
  . West Parking Lot expansion
  . Visit El Paso Renovation
    . Business One Stop Shop Renovation
- County of El Paso - VIA ON CALL CONTRACT

. San Felipe OHV Park
. Gallegos Regional Park Improvements & Trails

- City of El Paso - VIA ON CALL CONTRACT
  . Modesto Gomez Park Flat Fields - Over Landfill
  . El Paso Fire Department
    Fire Station 07 - Addition, Renovation & Site Improvements
    Fire Station 24 - Renovations & Site Improvements
    Fire Station 17 - Addition & Site Improvements
  . CoEP MCAD Office Renovation
  . El Paso Police Department Owner's Rep Contract for HQ

Areas of Competence ____

1. Leadership
2. Building Consensus
3. Delivering Practical Projects - On Schedule
4. Timeless Design Solutions - On Budget
5. Public Presentations and Community Meetings

Percent of Time Assigned to the Project ____ 70%

EDUARDO ALVARADO AIA, NCARB

Project Architect ____ Texas Architecture License No. 32195

Experience ____

- El Paso International Airport - **VIA ON CALL CONTRACT**
  . Visit El Paso Renovation
    . Business One Stop Shop Renovation
- City of El Paso - **VIA ON CALL CONTRACT**
  . El Paso Fire Department Fire Station 7
- Hunt Communities
  . The Veranda at Verdancia - Neighborhood Recreation Center
  . Emerald Estates - Neighborhood Recreation Center
- Nissan Las Cruces Re-Image
- Caprock Office Warehouse Office Storage Building
- The Wiley Building 1125 Texas
- Ysleta Independent School District Districtwide Secure Vestibules

- Pali Event Center
- Medical Office for Dr.Sanjay Chabra
- Magoffin Veterans Transitional Living Center
- School of Science and Technology - Houston and San Antonio
- Villas at Westside Crossings Master Plan
- Albuquerque School of Excellence
- Austin High School Performing Arts Center
- Sacred Heart Church Facilities Assessment
- Tropical Smoothie Cafe - Multiple
- 2211 Missouri – 3rd Floor Alterations
- 403 Executive Center Blvd - AHBA Plaza
- Jack in the Box - Nuevo Huck - Socorro, TX
- Ysleta Middle School - Renovation and New Construction
- Metro 31 Senior Community
- Sun Plaza Apartments Renovation

Areas of Competence ____

1. Project management.

2. Consultant coordination.

3. Construction detail production.

Percent of Time Assigned to the Project ____ 100%

PAULINA JAIME Associate AIA

Production Lead & Production Technician

Experience ____

- El Paso International Airport - VIA ON CALL CONTRACT
  . Terminal Roof Repairs
  . West Parking Lot expansion
  . Visit El Paso Renovation
  . Business One Stop Shop Renovation
- City of El Paso - VIA ON CALL CONTRACT
  . El Paso Fire Department Fire Station 7, 17 and 24
  . MCAD Office Renovation
- Ysleta del Sur Pueblo - VIA ON CALL CONTRACT
  . Emergency Operations Center
  . Fire Division Headquarters Renovation

. Admin Building Addition
- Hunt Communities
  . The Veranda at Verdancia - Neighborhood Recreation Center
  . The Club at Mission Ridge - Neighborhood Recreation Center
- University Medical Center of El Paso
  . Fluoroscopy Unit Replacement
  . Annex Building First Floor Renovation
  . UMC Surgical Center East CT Scan Suite
  . Main Campus CT Scan Suite
  . Thomason Tower 8th Flr Security Improvements
- Tornillo ISD
  . Gym Conversion to Kitchen-Cafeteria
  . Tornillo Elementary Parking Lot Expansion

Areas of Competence ____

1 - Architectural renderings & video fly-through production.

2 - Architectural drawing production software.

3 - Drawing coordination.

Percent of Time Assigned to the Project ____ 100%

MARISSA AGUALLO Architectural Intern

Production Technician

Experience ____

- Telshor Tower Tenant Improvements
- Aguachiles Restaurant of El Paso Fire Station 07 Improvements
- International Airport
  . Visit El Paso Renovation
  . Business One Stop Shop Renovation
- El Guayabo
- City
- VEMAC Warehouse
- El Paso

Areas of Competence ____

1 - Well organized.

2 - Proactive.

3 - Detail oriented.

4 - 3-D Building scanning.

5 - BIM | 3D Building modeling software.

Percent of Time Assigned to the Project ____ 100%

PRINCIPAL MEMBER/OFFICER OF THE FIRM RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT*
Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.

ARCHITECTURAL SERVICES

Countryman & Co. Architecture

Jennifer Countryman, Principal-In-Charge

108 S. Stanton Str. | Third Floor

El Paso, TX 79901

915.929.1827

Qualifications ____ Over 20 years experience leading teams and delivering architectural projects:

- AIA
- NCARB
- LEED AP
- MA Sociology
- PMI PMP

- New Mexico Architecture License No. 005305
- Texas Architecture License No. 21140

Select Experience ____

- The McGuffey Vistas Apartment Complex, City of Las Cruces
- Telshor Tower - Fire Restoration Project, City of Las Cruces
- Ysleta del Sur Pueblo - VIA ON CALL CONTRACT
  . Administrative Building Expansion
  . Emergency Operations Center
  . Fire Division Headquarters Renovation
  . Building Scanning for use by Emergency Management
- University Medical Center of El Paso
  . Fluoroscopy Unit Replacement
  . Annex Building First Floor Renovation
  . Legent Hospital (UMC Surgical Center East) CT Scan Suite
  . Main Campus CT Scan Suite
  . Thomason Tower 8th Floor Security Improvements
  . Thomason Tower 8th Floor Bed Unit Code

Review

- Tornillo Independent School

District

  . Gym Conversion to Kitchen-Cafeteria
  . Tornillo Elementary Parking Lot Expansion
- Hunt Communities
  . Emerald Estates - Neighborhood Recreation Center
  . The Veranda at Verdancia - Neighborhood Recreation Center
  . The Club at Mission Ridge - Neighborhood Recreation Center
- 108 S. Stanton Office Architect of Record AIA Award Winner
- El Paso Community College Transmountain Campus Addition Architect of Record AIA Award

Winner

VIA ON CALL CONTRACT

- . Terminal Roof Repairs
- . West Parking Lot expansion
- . Visit El Paso Renovation
  - . Business One Stop Shop Renovation

- County of El Paso - VIA ON CALL CONTRACT
  - . San Felipe OHV Park
  - . Gallegos Regional Park Improvements & Trails
- City of El Paso - VIA ON CALL CONTRACT
  - . Modesto Gomez Park Flat Fields - Over Landfill
  - . El Paso Fire Department
    - Fire Station 07 - Addition, Renovation & Site Improvements
    - Fire Station 24 - Renovations & Site Improvements
    - Fire Station 17 - Addition & Site Improvements
  - . CoEP MCAD Office Renovation
  - . El Paso Police Department Owner's Rep Contract for HQ
- El Paso International Airport -

Sub-Contractor | Area of Responsibility ____ SURVEYING, CIVIL & STRUCTURAL ENGINEEERING

Burak Consulting

Mark Burak, PE - Lead Engineer, Civil Engineer of Record

Isaac Harder, PE - Supporting Engineer, Structural Engineer of Record

1512 Sagebrush Trail SE

Albuquerque, NM 87123

505.296.0461

Qualifications ____ (Mark Burak, PE - Lead Engineer, Civil Engineer of Record) Private consultant with over thirty years experience specializing in technical issues concerning flood control including hydrologic and hydraulic computer modeling; roadway and utility design; network collection and distribution system; property development; and software development for a variety of clients throughout the southwestern United States. His professional career began in Las Vegas, Nevada with Black & Veatch and GC Wallace, Inc. Mark relocated to Albuquerque in 1989 with HDR. He's been a private consultant in Albuquerque for the last 24 years.

- NMSU, BS Geological Engineering, 1981
- NMSU, MS Civil Engineering, 1987
- Registered Professional Engineer, Nevada
- Registered Professional Engineer, New Mexico

Specialized Capabilities

- Familiar with City of Albuquerque, Bernalillo County, AMAFCA, and NMDOT review processes.
- Competent with AutoDesk AutoCad and Inventor 3D design software packages.
- Related experience based on extensive training and knowledge of hydrologic and hydraulic computer modeling applications such as HEC-1, HEC-HMS, TR-20, AHYMO, SWMM, HEC-2, HEC-RAS, WSPRO, FESWMS-2DH, and most recently Flo-2D.
- Developed concurrent to thesis and currently marketing engineering hydraulics computer software “HYDRAPAK” and “DRAINPAK” worldwide.

Select Experience ____ (Mark Burak, PE - Lead Engineer, Civil Engineer of Record)

- Nambe Pueblo Sewer Design / Vista de Nambe Subdivision • Residential/Industrial development – 410 lots, 380 acres – located in Santa Fe County, NM. Site adjacent to Cuyamungue Arroyo. Watershed consisted of 140 square miles and generated about 21,000 cfs. Detailed HEC-RAS water surface profile for scour depth estimation for pipe crossings.
- Diamond Rock Estates • Residential development – 275 lots, 275 acres – located in Bernalillo County, NM. Site adjacent to Tijeras Arroyo. Watershed consisted of 140 square miles and generated about 14,000 cfs. Detailed water surface profile models for bridge crossing.
- Chino West Stockpile Remediation – Freeport/McMoRan Mining Co. • Conceptual report for the remediation of 22,000 lf of 600-foot high stockpile embankement. Concept used focused on utilizing large interlocking concrete blocks as retaining walls to create terraces to eliminate mining and hauling the material from a 2:1 slope to 4:1. The block design utilized recyclable materials from the mine and fly ash from a coal fire power plant to increase strength and help mitigate acidic reaction to the concrete. Also utilized waste slag material for the gravel buffer between the stockpile material and block. Concept illustrated a potential $400M in savings versus traditional remediation methods for this one project.
- El Camino Arroyo Analysis • Residential development – 13 lots, 10 acres – located in Bernalillo County, NM. Arroyo generated about 3,300 cfs. Detailed Flo-2D water surface profile model for approximately one mile highlighted problematic capacity limitations over alluvial fan topography and current structures along floodway. FEMA LOMR submitted for adjusted water surface.
- Para Sol Subdivision • Residential development – 116 lots, 270 acres – located in Sierra County, NM. Site adjacent to Percha Creek. Watershed consisted of 120 square miles and generated about 18,000 cfs. Detailed water surface profile illustrated problems with existing FEMA limits across site. HEC-RAS model approximately two miles at 200-foot intervals.
- Progress Park Industrial Development • Industrial development located in Albuquerque south valley – 19 lots, 40 acres. Existing McCatharn Dairy site to be re-evaluated as a new industrial site with 1.5-acre parcels and central roadway.
- Angel Fire Resort Development • Residential development for the Ute Valley Subdivision – 265 lots, 2,200 acres • Residential development for the Baca Grande - Chalets Unit 2 95 lots, 85 acres • Developed gravity sewer system for Country Club Cabinshares

- Paradise Boulevard Storm Drain Analysis and Design • Hydrologic and hydraulic analysis of 1.2 miles of 60-inch storm drain • Preliminary design • Letter of Map Revision (LOMR) from FEMA
- Colorado's Timber Ridge Ranch, Pagosa Springs, Colorado • Residential development for Joe Machok, - 80 lots, 350 acres, grinder pump sewer system
- Nambe Pueblo Estates, Nambe Pueblo, New Mexico • Residential manufactured housing development for the Nambe Pueblo - 410 lots, 185 acres
- Paradise Vista Subdivision, Albuquerque, New Mexico • Residential development for the private developer - 75 lots, 13 acres
- Ponderosa, New Mexico Water System • Infiltration gallery to intercept spring at source • Extend existing water tanks to increase capacity • Assess and design distribution system, fire hydrants, prv's.
- Taos Master Drainage Plan • A hydrologic analyses of the watershed impacting the Town of Taos, New Mexico. This project included the assessment of over 300 square miles of watershed area. The primary concern included the development of flood zone maps and sizing of required flood control facilities for the southeast portion of the town and the conservation of the existing historical asequea irrigation system.
- La Union Drainage Master Plan and Dam Rehabilitation • A drainage analyses of the watershed impacting the Village of La Union, New Mexico. This project included the assessment of two earth dams for their flood control capacity, stability, and possible replacement locations. Outfall included hydraulic analysis of nine miles of drainage channel; improved siphon capacities; and a lift station for discharge to the Rio Grande.
- Skyline Landfill Expansion Permitting • The Skyline Landfill is located south of Dallas Texas and is owned by Waste Management, Inc. The value of the expansion was estimated at close to $2 Billion over the next thirty years. The proposed expansion permitting of the landfill took over three years for final approval with an engineering cost over $1.2 Million. Conducted analysis for permitting including the MODFLOW groundwater assessment; the adjacent floodplain analysis using HEC-2; drainage analysis using HEC-1. The significant obstacles to the permitting included environmental impact, economic impact on the neighboring communities and the proximity to the local airport.

- San Juan Pueblo - HUD Housing Project • Development of 32 homes located on the San Juan Pueblo for the All Indian Pueblo Housing Authority (AIPHA). Project included the grading, drainage, and utility plans for the 32 home sites. Water and sewer capacity and availability were modeled and assessed using the KY-Pipe model and the existing available utility mapping.
- ATSF & UPRR Railroad Bridge Rehabilitation • A hydrologic and hydraulic investigation of twenty railroad bridges located in New Mexico, Louisiana and Texas. The investigations are primarily for the purpose of assessing and recommending possible rehabilitation replacement structures. The existing hydraulic capacity of each structure was assessed using HEC-2 modeling. The 100-year design storm runoff associated with each tributary was estimated using USGS regression equations or the HEC-1 SCS Unit Hydrograph Methods. DONA ANA COUNTY EAST
- Mesa Drainage Master Plan • Served as project manager and lead engineer for an area east of the City of Las Cruces, New Mexico impacted by a 54 square mile drainage area encompassing the "Jornada Watershed". Part of the proposed system included five interconnected detention basins and over 23 miles of collector and outfall channelization and storm drain. Since costs were a primary concern, the basins had to be established in areas to effect the most economical use of terrain on the mesa and implement minimal material import. Phased over a twenty year period, the proposed system will lend itself to future development and upgrades.

Qualifications ____ (Isaac Harder, PE - Supporting Engineer, Structural Engineer of Record

Isaac has been in the construction industry for more than a decade; he started as a general construction worker in college and has worked his way up to a structural engineer licensed in several states. He has designed and evaluated some of the most interesting projects to take place in in the region including a two-story high school gym, a five-story post tensioned concrete parking garage with steel framed convention center on top and a 300,000 square foot tilt up concrete school. Isaac also has a passion for historic buildings and residences; he is fascinated by the composition and creativity it took to build and design the structures without the modern conveniences of today.

- Bachelor of Science and Master of Science in Civil Engineering,
  New Mexico State University
- Professional Engineer in TX, NM, AZ, CO and MD
- WINGARD Blast Loading Certification
- American Society of Civil Engineers (ASCE), Member
- Structural Engineering Association of Texas (SEAOT), Chapter President

Select Experience ____ (Isaac Harder, PE - Supporting Engineer, Structural Engineer of Record)

- Camino Real Regional Water Utility Authority – New Office Building, Sunland Park, NM
- City of Sunland Park – New Municipal Services Office Shell
- Casas De Peregrinos – New Food Bank Facility in Sunland Park, NM
  - Warehouse
  - Cold Storage
  - Drive-Up Canopy
  - Office Space
- Casas De Peregrinos – New Food Bank Facility in Chaparral, NM (same program as Sunland Park location)
- La Fe Dental Office – New Dental Office in Chaparral, NM

- Mesilla Valley Housing Authority – New 5-Story Apartment Building
- Mesilla Valley Housing Authority – New 2-Story Veteran Apartment Building
- City of Las Cruces – Evaluation of City-Owned Properties
  - 643 E. Picacho Ave.
  - 414 E. May Ave. – Structural evaluation of private residence for demolition feasibility and impact to adjacent property
- Organ Mountain High School – HVAC Upgrades and Roof Reinforcement
- Evolve Federal Credit Union – New Branch, Sonoma Ranch Area, Las Cruces, NM
- The Fort Apartments – New 2-Story Apartment Building

Sub-Contractor | Area of Responsibility ____ MECHANICAL & PLUMBING ENGINEERING

Fluid Systems

Jose Bernal, PE

12244 Rathmore Dr.

El Paso, TX 79928

915.856.9420

Qualifications ____

As the president of Fluid Systems, Jose will coordinate closely with design team and the owner on all aspects of air conditioning, ventilation, plumbing, and fire protections systems to insure the mechanical and plumbing systems are meeting all requirements and applicable codes. Jose will oversee all aspects of mechanical and plumbing designs, calculations, and coordinate utility connection points with the appropriate authorities.

Fluid Systems, Inc. is a consulting mechanical engineering corporation established in 1977 in the state of Texas. The firm develops mechanical plans and specifications and performs building energy and system studies relating to heating, ventilating and air conditioning. There are currently two technicians, three mechanical designers, and two administrative workers with Fluid Systems. The firm delivers every project in REVIT, calculating cooling and heating loads, performing energy analysis, building energy modeling, and producing specifications. In the past we have performed mechanical engineering work in the areas of industry for both sides of the US/Mexico border, at Fort Bliss for the Corps of Engineers, the City of El Paso, all of the school districts in the area, the University of Texas at El Paso, New Mexico State University, El Paso Community College, and various private developers.

- Bachelor of Science in Mechanical Engineering, University of Texas at El Paso
- NM PE License No. 20526
- TX PE License No. 90861
- American Society of Heating Refrigerating and Air Conditioning Engineers
- National Society of Professional Engineers

Select Experience ____

- Las Cruces Lohman Medical Office Building w/ Hyperbaric Therapy
- Mesa Hills Medical Office Building
- Sonoma Health Care Medical Office Bldg.
- New Mexico Primary Care Medical Office Bldg.
- Mesilla Valley Medical Center MRI Upgrade
- Mountain View Medical Cardiology TI

- MOB Medical Air Building & Oxygen Yard - Lohman
- KidsKare Family Dental Clinic Roswell
- NMSU Fume Hood Relocation
- Alethea Lab NMSU
- Guthrie Bathrooms TI NMSU
- Fire Station HVAC NMSU
- Genesis Laboratories NMSU
- Foster Hall Lab NMSU

Sub-Contractor | Area of Responsibility ____ ELECTRICAL ENGINEERING

Dagger Engineering

Dorothy Glover, PE

2013 Rose Lane

Las Cruces, NM 88005

505.718.8134

Qualifications ____

Since 2019, Dorothy Glover has been providing stamped electrical design drawings and documentation required for building permits across New Mexico, meeting the rigorous standards of city, state, and the New Mexico Construction Industries Division. Her engineering work spans a wide spectrum of projects—from lift stations and park gazebos to apartment complexes, medical offices, commercial greenhouses, manufacturing facilities, and wastewater treatment plants.

Dorothy holds a Master's degree in Electrical Engineering from New Mexico State University and is a licensed Professional Engineer in the state of New Mexico. Her designs prioritize safety, reliability, and compliance, making her a trusted partner for developers, architects, and contractors throughout the region.

- Master of Science in Electric Power Engineering (M.S.E.E.)
- Bachelor of Science in Engineering Technology: Electronics and Computers (B.S.E.T.)
- Knowledgeable in NFPA 70, NFPA 70E, NFPA 820, IBC, IEBC, IECC, City of Las Cruces Outdoor Lighting Ordinance, electrical contracting, fault analysis, arc flash analysis, electrical system design, renewable energy technologies, distribution systems, transformers, and motors.
- Excellent leadership, team working, technical writing and oral communication skills.
- Registered Professional Engineer (P.E.) in the State of New Mexico
- 2024 Honored Listee by Marquis Who's Who

Select Experience ____

- Sandia National Laboratories
  - Electrical Engineering support for project teams, craftsmen, operations, and management.
  - Energy audits on campus buildings.
  - Arc flash hazard analysis, short circuit studies, and coordination studies using SKM Power Tools and Easy Power.
  - Reviewed design drawings and managed electrical and multi-craft outages.
  - Wrote complex outage procedures for safe shutdown

and re-energization of low and medium voltage equipment.

- New Mexico State University
  - Provided technical support for computer systems, software, peripherals, and networks.
  - Supported installation and modification efforts across the College of Engineering.
- CLEAResult Consulting
  - Engineering support for El Paso Electric and New Mexico Gas energy efficiency programs.
  - Conducted commercial and industrial energy audits.
  - Authored technical reports with recommendations, savings calculations, and financial analysis.
  - Calculated energy savings and rebates for lighting systems, roofs, boilers, computer networks, HVAC, and building controls.
- Lanphere's Electric, Las Vegas
  - Designed installation of electrical wiring, equipment, appliances, and fixtures.
  - Ensured operability, efficiency, and safety per NEC standards.

Sub-Contractor | Area of Responsibility ____ LANDSCAPE ARCHITECTURE

The Dry Land

110 Montecillo Blvd. | Suite 1C

El Paso, TX 79912

915.887.7893

Qualifications ____

Registered Landscape Architect in Texas Registration # 3196

Registered Landscape Architect in New Mexico Registration # 589

Registered Landscape Architect in Arizona Registration # 73305

Registered Landscape Architect in Colorado Registration # 1641

Registered Landscape Architect in Utah Registration # 14041047-5301

Licensed Irrigator in Texas License # 21419

SITES Accredited Professional

LEED Green Associate

Select Experience ____

- Columbus Splash Pad - Landscape design in association with a new splash pad for the Village of Columbus
- Burn Lake Dog Park - Design of a new dog park for the City of Las Cruces
- inconada Dog Park - Design of a dog park associated with an animal services center for the City of Las Cruces
- Pioneer Park - Irrigation improvements for a city park in Las Cruces
- Kiely Park - Design of a new municipal park in Vinton, New Mexico
- Alta Mesa Park - Design of a new park for Dona Ana County
- Indian Service Route 4 - Aesthetics & landscape design for highway reconstruction adjacent to Inn of the Mountain Gods
- Sonoma Ranch Median - Landscape design for a median in Las Cruces
- Ron Galla T-Ball Fields - Irrigation design for a Las Cruces city park which contains four T-ball fields
- NMSU UDA - Irrigation design for a new soccer field on the campus of New Mexico State
- Las Cruces Regional Aquatic Center - Landscape design for a new competition pool facility for the City of Las Cruces
- Sunland Park Trail - Feasibility study for a trail system running through Sunland Park, New Mexico
- ASCMV - Landscape design for a facility expansion of the Animal Services Center of the Mesilla Valley in Las Cruces
- Chamberino - Urban and landscape design for a new recreational facility in Chamberino, New Mexico
- NMSU Driving Range - Landscape design for a golf driving range on the New Mexico State University campus
- NMSU Watts - Design of irrigation improvements on the campus of New Mexico State 1
- Booker T. Washington Elementary - Landscape design of various improvements to an existing Las Cruces Public School

- Sonoma Elementary - Landscape design of various improvements to an existing Las Cruces Public School
- Valley View Elementary - Design of landscape improvements to an existing Las Cruces Public Schools campus
- Cesar Chavez Elementary - Landscape design for improvements to an existing LCPS campus
- Organ Mountain High School - Design of landscape improvements for an LCPS campus
- Ysleta Elementary - Landscape design for an existing YISD campus
- Hermosa Heights - Landscape and urban design for an existing Las Cruces Public School facility
- Mesilla Park Elementary - Landscape design of various improvements to an existing Las Cruces Public School
- Jornada Elementary - Landscape design for an existing Las Cruces Public Schools campus
- Lynn Middle - Design of landscape improvements to an existing Las Cruces Public School Campus
- Vista Middle School - Design of landscape improvements to a Las Cruces Public School campus
- Sierra Middle School - Design of landscape improvements to an existing Las Cruces Public Schools campus
- Booker T. Washington Elementary Playground - Urban design for a playground area for an existing LCPS campus
- Las Cruces Public Schools Operations Facility - Landscape design for a new 12-acre operations facility in Las Cruces
- Explore Academy - Landscape design for a school facility in Las Cruces
- Boys & Girls Club - Landscape design for a community center in Las Cruces
- Hope - Landscape design for a new supportive housing complex in Las Cruces
- Dona Ana County Transitional Housing - Design for supportive housing in Las Cruces
- Mobile Integrated Health - Landscape design for a healthcare facility in Las Cruces
- Fort Stanton Cemetery - Design of landscape improvements for a State cemetery in Fort Stanton, New Mexico
- ACTF - Landscape design for an Army facility in Las Cruces

- Brannigan - Landscape design for renovations to a City of Las Cruces library

Sub-Contractor | Area of Responsibility ____ ESTIMATING

Cumming Group

Lucas Stover, Cost Director

88 Inverness Cir E | Building G | Suite 101

Denver, CO 80112

720.593.7292

Qualifications ____

Cumming Management Group, Inc. (Cumming Group) is a privately held corporation founded in 1996. Cumming is a leader in providing project consulting services to the A/E/C industry, including cost and project management, planning and scheduling, and

construction dispute resolution. Cumming has more than 2,500 team members within 60+ office locations, which provide services to clients around the world. Throughout its history, the company has remained focused on one goal: to assist its clients in managing the critical issues of time and cost from conception through closeout. With an understanding of program goals and expectations, a suite of solution-oriented services is provided to meet the project needs.

Our strength and capabilities in providing project management services is evidenced by our ranking among the nation's top project and construction management firms. For the past 10 years, Cumming Group has consistently ranked in the top 50 on *Engineering News-Record's* listing of the Top 100 CM-for-Fee Firms in the country.

Additionally, Cumming Group's cost group is one of the largest providers of cost estimating and management services in the U.S., including a skilled team of in-house MEP cost specialists. Cumming works on more than 400 estimates each month, delivering unparalleled experience in this discipline. Core cost management services include budgeting, milestone cost estimating, value analysis, cost validation, peer review, and change order evaluation.

Select Experience ____

Cumming Group provided cost management services for the following New Mexico Projects:

- City of Santa Fe Civic Center
- New Mexico State University Student Housing
- Eddy County New Courthouse and Detention Center
- New Mexico Behavioral Health Institute Forensic Building Design

Sub-Contractor | Area of Responsibility ____ ENVIRONMENTAL SERVICES

NV5

4374 Alexander Blvd. NE | Suite K

Albuquerque, NM 87107

505.898.8848

Qualifications and Select Experience ____

Phase I ESA Process

NV5 adapts the Phase I ESA process to best serve our clients' needs. We follow the American Society of Testing and Materials (ASTM) Standard E 1527-13: *Standard Practice for Environmental Site Assessments: Phase I ESA Process.* This practice constitutes *all appropriate inquiry* into the previous ownership and uses of the property consistent with good commercial or customary practices as defined in 42 USC §9601(35)(B).

Phase II ESA Process

Phase II ESAs are conducted to determine the type and extent of contamination on a property. NV5 has assessed sites ranging from a small 1-acre vacant lot to a 3,200-acre automotive testing facility. We have experience assessing a wide range of contaminants including petroleum products, chlorinated hydrocarbons, heavy metals, pesticides, herbicides, and munitions. Phase II ESAs investigations are tailored to address existing property characteristics and future plans.

LOCATION(S) OF OFFICE(S) *
Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

ARCHITECTURAL SERVICES

Countryman & Co. Architecture ____ 35%
108 S. Stanton Str. | Third Floor
El Paso, TX 79901
915.929.1827

SURVEYING, CIVIL & STRUCTURAL ENGINEEERING

Burak Consulting ____ 20%
1512 Sagebrush Trail SE
Albuquerque, NM 87123
505.296.0461

MECHANICAL & PLUMBING ENGINEERING

Fluid Systems ____ 15%
12244 Rathmore Dr.
El Paso, TX 79928
915.856.9420

ELECTRICAL ENGINEERING

Dagger Engineering ____ 15%
2013 Rose Lane
Las Cruces, NM 88005
505.718.8134

LANDSCAPE ARCHITECTURE

The Dry Land ____ 10%
110 Montecillo Blvd. | Suite 1C
El Paso, TX 79912
915.887.7893

ESTIMATING

Cumming Group ____ 05%
88 Inverness Cir E | Building G | Suite 101
Denver, CO 80112
720.593.7292

ENVIRONMENTAL SERVICES

D&H Petroleum and Environmental Services ____ As Needed
4400 Anaheim Ave NE
Albuquerque, NM 87113
505.342.2024

PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK *
Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.

Jennifer Countryman
AIA, RA, NCARB, LEED AP, MA Sociology, PMI PMP

108 S. Stanton
Third Floor
El Paso, TX 79901

915.929.1827
jennifer@countrymanandcoarchitecture.com

NM License No. 5305
Since 2014.
In Good Standing.

Texas License No. 21140.
Since 2009.
In Good Standing

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

PREVIOUS WORK/REFERENCES*

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

8.1_Previous_Work_-_References.pdf

PRICE TABLES

COST MATRIX ONE

Delivered Services

Line Item	Description	Fee	Percentage
1	Services up to and including the completion of Design Development; including the delivery of Design Development documents.	Not to exceed % of the estimated cost of construction	40%
2	Services from the completion of Design Development up to and including the completion of construction documents; including the delivery of specifications, drawings and bid documents.	Not to exceed % of the estimated cost of construction	45%
3	Services from the delivery of construction and bid documents up to and including the completion of construction contract administration; including the delivery of contract closeout documents.	Not to exceed % of the estimated cost of construction	15%

COST MATRIX TWO

Project Assignment

Line Item	Description	Unit of Measure	Unit Cost
1	Principal-In-Charge	Hourly Rate	$262.00
2	Project Architect / Project Engineer	Hourly Rate	$188.00
3	Architect	Hourly Rate	$188.00
4	Engineer (Structural, Mechanical, Electrical, Civil)	Hourly Rate	$225.00
5	Landscape Architect	Hourly Rate	$180.00
6	Interior Designer	Hourly Rate	$188.00
7	Cost Estimator	Hourly Rate	$280.00
8	Drafter	Hourly Rate	$125.00
9	Specification Writer	Hourly Rate	$188.00
10	Administration / Clerical	Hourly Rate	$96.00

COST MATRIX TWO CONT.

Project Assignment - Please list the position title and hourly rate for any other staff positions that are not included in the previous table.

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
1	Other (List)	Hourly Rate	Civil Engineer	$225.00
2	Other (List)	Hourly Rate	Structural Engineer	$225.00

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
3	Other (List)	Hourly Rate	Mech-Plumb Engineer	$180.00
4	Other (List)	Hourly Rate	Electrical Engineer	$180.00
5	Other (List)	Hourly Rate	Landscape Architect	$180.00
6	Other (List)	Hourly Rate	Cost Estimator	$260.00
7	Other (List)	Hourly Rate	Additional Consultants as Needed	$0.00
8	Other (List)	Hourly Rate		$0.00
9	Other (List)	Hourly Rate		$0.00
10	Other (List)	Hourly Rate		$0.00

Countryman & Co.
Architecture

YSLETA DEL SUR PUEBLO

Evaristo A. Cruz, Community Development Director
332 Alton Griffin St.
Ysleta Del Sur Pueblo, TX 79907
C 915.873.4006
O 915.859.9196
ecruz@ydsp-nsn.governess

SERVICES

- Construction Document Production
- Equipment Selection & Coordination
- Interior Design
- Quality Assurance | Coordination
- Construction Administration
- On-Site Representation

FIRE DIVISION HEADQUARTERS

The Ysleta del Sur Pueblo Fire Division is located in a former recreation center that held an olympic pool. As such, the bays had ample height and room, but the supporting areas lacked the ability to properly house the fire division and its functions. Our project included the design of a new public entrance, office space, training rooms, conference space, dormitory improvements, and a new kitchen and dining area.

Due to the varying bidding conditions, the scope of work was delivered as a set of base bids that provided flexibility at the time of bidding - which is very useful. On this particular project, they used the base bids to phase the project and funds came in, and are in essence, building the project one base bid at a time.

Delivered through an on-call contract.

Countryman & Co.
Architecture

REFERENCE TWO

UNIVERSITY MEDICAL CENTER OF EL PASO

Elisa Marie Martinez, Project Manager
Planning, Design & Construction
4815 Alameda
El Paso, TX 79905
C 915.246.4136
O 915.549.7644
Elisa.Martinez@umcelpaso.org

SERVICES

- Documentation of Existing Conditions
- Construction Documents
- Interior Design
- Adherence to Hospital Design Guidelines
- Phasing
- Quality Assurance | Coordination
- Construction Administration

ANNEX BUILDING CONFERENCE CENTER

Countryman & Co. converted an old abandoned section of the Finance Department on the first floor of the Annex Building on the hospital's main campus into a new conference center for the county hospital district. The new space has the goal of hosting new employee training, continuing education, and in general, expanding hi-tech meeting space. The design also included way-finding strategies, break-out areas, and a staff only Express Cafe. Our firm also added a new exterior entrance, creating a direct connection into the conference center, which serves as many employee's first impression when starting a new job at University Medical Center. The interior design, was a positive, upbeat incorporation of the hospital's in-house design guidelines, which were updated to incorporate some of the new materials we proposed.

Countryman & Co.
Architecture

REFERENCE THREE

TORNILLO INDEPENDENT SCHOOL DISTRICT

Rene Estrada,
Maintenance and Transportation Director
19200 Cobb Ave.
Tornillo, TX 79853
C 915.497.4203
O 915.765.3060
EstradaRe@tisd.us

SERVICES

- Documentation of Existing Conditions
- Construction Document Production
- Kitchen Equipment Planning
- Equipment Selection & Coordination
- Interior Design
- Quality Assurance | Coordination

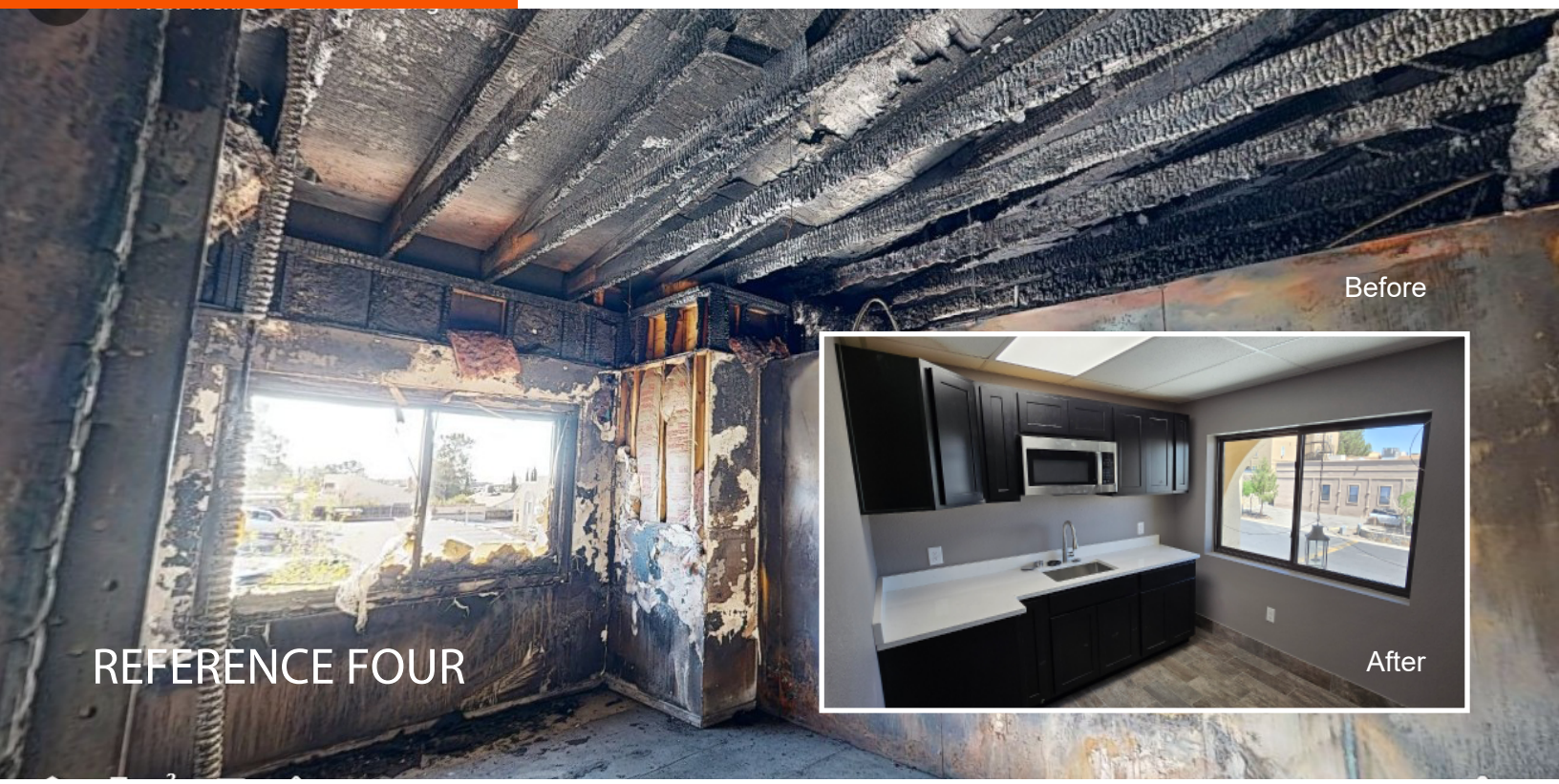
JUNIOR HIGH KITCHEN-CAFETERIA

This project was an intense renovation that converted a gymnasium into a Kitchen-Cafeteria. It used the gym space as the dining space, and converted the locker room area into a full scale commercial kitchen with 3 serving lines.

Countryman & Co. provided all the kitchen equipment planning, and integrated their existing kitchen into the design where applicable. This required heavy utility planning and coordination. It also required a stringent code review, and significant structural work. Large openings between the dining area and kitchen where the serving lines were had to be created. As many structural modifications in the locker room area to open up the space into a kitchen.

Our firm also designed a fire access road, that doubled as a service | delivery access for this project, and added locations for dumpsters.

Countryman & Co.
Architecture



TESHOR TOWER ASSOCIATION

Javier Guzman, President of the Association
755 S. Teshor Blvd.
Las Cruces, NM 88011
C 505.202.2678
O 575.639.3406
javi@mrphonedoctor.com

SERVICES

- Construction Document Production
- Equipment Selection & Coordination
- Interior Design
- Quality Assurance | Coordination
- Construction Administration
- On-Site Representation

TELSHOR TOWER OFFICE BUILDING

Countryman & Co. together with our structural engineer assessed Building E (10,388 SF) shortly after the fire on the second floor took place. This resulted in a design that replaced about 1/3 of the roof joists, and a total roof deck and roofing replacement. Significant damage was done to the interior, which resulted in a total gut and remodel - replacing all electrical and mechanical infrastructure, while leaving the architectural floor plan largely the same, with the exception of changes that needed to be made for accessibility and fire code compliance.

As a result of having designed the improvements for the core and shell, Countryman & Co. was also retained by 3 of the 4 tenants to design the Tenant Improvements.

Countryman & Co.
Architecture

THE FORT CONSTRUCTION

Aaron Kelly Fort, Co-Owner
5600 McGuffey St.
Las Cruces, NM 88012
C 575.640.3607
thefortconstruction@gmail.com

SERVICES

- Site Planning | Master Planning
- Utility Planning
- Construction Document Production
- Landscape Design
- Renderings
- Quality Assurance | Coordination
- Permitting Assistance

McGUFFEY VISTAS APARTMENTS

Master planning of the entire 2.6 acre lot, for development of an apartment complex in 2 phases, each with two, two-story buildings, with 20 living units each. Units on the ground floor are adaptable for accessibility accommodations, as the need arises. The building at the main entrance included a leasing office. 22,693 SF of new construction for both buildings.

What makes this site plan unique is its orientation that takes advantage of all the views of the Organ Mountains, and creates a concept that provides private outdoor living rooms that face the main vistas. Being elevated several feet of the ground add separation and privacy to those outdoor living rooms on the ground floor.

This was also a strong exercise in utility planning, with all utilities being planned for both Phases 1 and 2 of the project. Phase 1 is currently open for leasing.

25-26-004
Architectural & Engineering Services

ATTACHMENT A

CITY OF LAS CRUCES

Term Contract for Architectural and Engineering Services
Contract Number 25-26-004

Project Order	Number (#)	**Architect/Engineer:**	
Fee Proposal		**A/E's project manager:**	
Date Requested:			*(to be completed by A/E)*
Notice to Proceed:		**Project Manager e-mail:**	
Date Issued:			*(to be completed by A/E)*

Project Order Title:
Insert title here
Physical address / location here, if applicable

This Project Order, Number (Enter Number), is issued pursuant to the Agreement Between Owner and Architect, dated (Contract Date), between the City of Las Cruces and Countryman & Co. Architecture, incorporated herein by reference.

Scope of Work:
The scope of work for which Architect's Services are to be performed under this Project Order is generally described as:

-

A/E personnel and sub-consultants:
The A/E staffs the project orders as generally identified by function and/or discipline in the proposal and as specifically listed herein to work on this Project Order. *(to be completed by A/E)*

Schedule:
Number of calendar days required to provide Architect's Basic Services through the completion of construction documents: _____
(to be completed by A/E)

Compensation:
The A/E shall perform all architectural and engineering services required for the completion of this Project Order's scope of work for the basic compensation computed as follows:

For the services as described in the (Scope of Work above, attached document, etc.) _____ ($ _____)
(to be completed by A/E)

For services from the delivery of construction and bid documents to the completion of construction contract administration, a lump sum of _____ ($ _____)
(to be completed by A/E)

or, based on the hourly rates listed in the fee proposal,

a fixed not-to-exceed amount of _____ ($ _____)
(to be completed by A/E)

The basic compensation proposed above shall be subject to negotiation and revision. Any such revision made by the Owner shall be agreed to by the A/E prior to this Proposal Request becoming a Notice to Proceed.

Fee proposal revisions:

Proposed Fee ($)	Revised Fee ($)	Revised by Owner *(date)*	Accepted by A/E *(date)*

Project Order Proposal Submitted By:

Architect/Engineer

By: _____
(signature) *(date)*

Name: _____

Title: _____

Project Order Proposal Accepted By:

Owner

By: _____
(signature) *(date)*

Name: _____

Title: _____

Attachments:

1.
2.
3.

EXHIBIT "G"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of February 2026 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Dekker LTD, of 7601 Jefferson Avenue NE, Suite 100, Albuquerque, New Mexico, 87109, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
On-call Architectural and Engineering services on an as-needed basis via Project Order (Attachment A) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 25-26-004, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

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

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as outlined in Exhibit A, at an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project(s) that are required by the CITY and it will serve the CITY diligently and

faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2026 for a term of five years through April 30, 2031, for a term of five (5) years.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY, and as agreed to for each project assigned under the terms of this Agreement.

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

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

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

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

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

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

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

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

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

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

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

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

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

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

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

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Sreedevi Bhathala Mohanraj
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Dekker LTD 7601 Jefferson Avenue NE, Suite 100 Albuquerque, New Mexico 87109 ATTENTION: Mike McDuffie

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.

DEKKER LTD

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

for 12/11/2025

City Attorney

EXHIBIT A

A. Project assignment is initiated by the City providing the CONTRACTOR a detailed project description, including scope of work and any other special instructions needed by the CONTRACTOR to provide complete services necessary for carrying out the work presented by the City. The CONTRACTOR shall provide services that may include, but not be limited to, the following:

    1. Pre-Design Services including but not limited to cost estimating, programming, building code reviews, master planning, and feasibility studies
    2. Preliminary and Schematic Design Services
    3. Design Development Services
    4. Construction Documents Services
    5. Design Services may include architectural, civil, structural, mechanical, electrical engineering, plumbing, and landscape architectural services
    6. Construction Contract Procurement (Bidding or Negotiation) Services
    7. Construction Contract Administration Services
    8. Other types of professional services of a nature consistent with the intent of the RFP, i.e. gathering public input, public meetings, Council meetings
    9. Contact authorities having jurisdiction

B. Documents required to be prepared by the CONTRACTOR will vary depending on the scope of work of the individual Project Order; generally, may consist of the following but not limited to:

    1. Pre-Design Services shall consist of a written program, diagrams and drawings containing design objectives, space requirements, space relationships, flexibility and expandability, site and landscaping requirements, and construction cost estimates.
    2. Preliminary and Schematic Design documentation shall consist of conceptual site and building plans, study models, perspective sketches, electronic modeling, or combinations of these media; and construction cost estimates.
    3. Design Development and Construction Documents Services consist of specifications, drawings, and bid documents.
    4. Construction Contract Administration documentation shall consist of copies of field reports, shop drawings, progress photographs, and drawings of record.
    5. Documents prepared by the CONTRACTOR for use by the City shall be delivered in electronic format in an application acceptable to the City; typically, MSWord, Excel, Building Information Modeling (BIM), and Autocad (latest version). Documents specifically for use in bidding the

work of a Project Order shall be delivered to the City in an acceptable Americans with Disabilities Act (ADA) format.

C. The CONTRACTOR shall also be able to provide the services of specific sub-consultants, including but not limited to the following:

1. Landscape Architect
2. Interior Designer
3. Professional Engineers (Civil, Structural, Electrical, Mechanical)
4. Specialized Consultants (e.g. Architectural Programming, Acoustics, Environmental Assessments, LEED certification, Historic Building Preservation / State Historic Preservation Office [SHPO])

City of Las Cruces

Procurement

-, -

700 N. Main Street, Las Cruces, NM 88001

[DEKKER LTD] RESPONSE DOCUMENT REPORT

RFP No. 25-26-004

Architectural & Engineering Services

RESPONSE DEADLINE: September 9, 2025 at 4:00 pm

Report Generated: Thursday, November 20, 2025

Dekker LTD Response

CONTACT INFORMATION

Company:
Dekker LTD

Email:
mikem@dpsdesign.org

Contact:
Mike McDuffie

Address:
7601 Jefferson NE, Suite 100
Albuquerque, NM 87109

Phone:
N/A

Website:
www.dekkerdesign.org

Submission Date:
Sep 9, 2025 12:45 PM (Mountain Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 25, 2025 5:01 PM by Mike McDuffie

Addendum #2
Confirmed Aug 25, 2025 5:01 PM by Mike McDuffie

Addendum #3
Confirmed Sep 5, 2025 7:54 PM by Mike McDuffie

QUESTIONNAIRE

1. RFP Compliance Declaration*

In compliance with the requirements of this RFP, I offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

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

Confirmed

2. NM Tax & Revenue Dept. CRS

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

02-109211.007

3. Current NM Secretary of State Business ID

Corporations Only

1402866

4. Current CLC Business Registration

Respondents located in Las Cruces only

N/A

5. Federal I.D. Number *

02-109211-00-7

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

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

PROJECT APPROACH

We understand that the On-call Architectural & Engineering Services contract requires a team capable of delivering a wide range of services for projects of varying scales. We are committed to addressing design, construction, budget, and operational uses with critical thinking, creativity, and exceptional customer service. Our experience and capabilities, as detailed in this proposal, demonstrate our ability to provide effective project management, thorough assessments, thoughtful studies, and integrated, responsive, and innovative designs that meet owner goals for functionality, durability, and efficiency.

Our approach to addressing the tasks listed in the scope of work is rooted in three core principles: selecting the right team, adhering to a consistent review process, and maintaining clear and open communication with the City of Las Cruces.

TEAM SELECTION

The cornerstone of a successful on-call task is assembling the right team. Our firm places great emphasis on matching the specific skills and expertise of our staff to the unique requirements of each task. We ensure continuity by keeping the same skilled team members throughout the project's duration, allowing for a seamless and efficient workflow.

CLEAR COMMUNICATION

On-call projects often operate under tight deadlines and require rapid mobilization. Clear communication of desired outcomes is crucial. From the outset, we work diligently to define all project constraints and goals. This proactive approach helps us avoid potential

issues and ensures that the project objectives guide every decision. Setting clear project goals at the beginning provides a consistent reference point for evaluating progress and making informed decisions throughout the project lifecycle.

CONSISTENT REVIEW PROCESS

Dekker employs a comprehensive Quality Management System (QMS) focusing on continuous improvement across all project stages, ensuring high-quality in our work. This system is underpinned by a well-defined cycle of Quality Planning, Assurance, Control, and Improvement, overseen by our Director of Quality Management, who is responsible for system enhancement and staff training.

- Quality Planning: We evaluate our suitability for projects pre-engagement, considering our capability to meet client expectations with available resources.
- Quality Assurance: Managed by Project Managers, our approach involves adherence to a Project Management Responsibility Checklist, detailing team member responsibilities from project initiation through design and construction phases.
- Quality Control: Led by the Director of Quality Management, our "QC Crew" of experienced professionals ensures consistent, high-quality documentation. Our QC process involves multiple review layers, including internal reviews and, when necessary, external consultations to ensure compliance with all project requirements. Utilizing Bluebeam Studio Session and BIM tools like Autodesk Revit, we ensure coordinated and efficient project documentation, minimizing change orders during construction.
- Quality Improvement: Our Quality Management Team, comprising senior architects and the Director of Quality Management, is dedicated to refining our QMS, guiding quality improvement practices to uphold and exceed quality standards consistently.

Dekker's policy is not just documented but actively lived out through our commitment to quality at every project phase, ensuring we deliver to our clients' highest standards.

FIRM QUALIFICATIONS

Our Firm has a strong track record in managing municipal projects with an emphasis on efficient use of capital funds, recognizing the importance of responsible spending and adherence to budget and scheduling constraints. We approach every project, big or small, with a commitment to quality, durability, and flexibility for future adjustments, ensuring public buildings are not only functional but also user-friendly and aesthetically pleasing. The following are resources and experience our Firm will offer to the City of Las Cruces:

ARCHITECTURAL DESIGN

Dekker's roots are as a New Mexico based architectural design firm. We have been serving public sector clients in the southwest for more than 65 years and have a deep understanding of the people and culture that is critical for effective design. After all, we are not just designing buildings, we are designing space for people to work, play, and live. The spaces must reflect and respond to those who use it. Since our founding, we have continued to grow to become the largest New Mexico based design firm and have developed into a multi-disciplinary firm who thinks and designs with a holistic approach.

STRUCTURAL ENGINEERING

Our in-house Structural Engineers, of course, design the structures for our new facilities and additions. They also have extensive experience in the evaluation of existing building conditions including forensic investigations of historic and ongoing structural issues. We can evaluate general structural conditions and/or specific areas of concern, including evaluating the effectiveness of previously performed repair work.

INTERIOR DESIGN

We have a dedicated Interior Design studio staffed with specialists focused not only on how a space will look, but with a deep understanding of how occupants will experience the space and how it can increase focus and productivity in a work environment or their joy in a recreational space. Our interiors team goes beyond just the look and feel of the space to be experts in the alignment of the proper materials for the proper space which allows for durability and ease of maintenance. The best-looking spaces are those that can be maintained easily with materials that last.

LANDSCAPE ARCHITECTURE

Our in-house landscape architects, designers, irrigation, and code experts have extensive experience in the evaluation of existing site conditions in preparation for renovations and new construction. We evaluate site systems for accessibility, code compliance, security, safety, and to gain a thorough understanding of significant natural and man-made features and systems to be protected and

mitigation measures that may be needed to preserve existing improvements. We also focus on sustainability and resilience opportunities.

CONSTRUCTION / PROJECT MANAGEMENT

Dekker assists our clients during bidding and construction on almost all our projects. We promote the project to Contractors, facilitate a pre-bid conference, answer questions during bidding, and evaluate bids. During construction, our in-house construction administrators perform field observations to assess work progress and compliance with construction documents and oversee construction-related paperwork. Our services also include review of Application for Payments, review of any Change Orders, consultant coordination, review of Substantial and Final Completion and punch list status, and assistance with final close-out and one-year warranty inspection. Throughout this process, we will be focused on serving the needs of the City of Las Cruces to close projects out efficiently.

SUSTAINABILITY + WELLBEING

We understand that while there may be no sustainability goals associated with projects arising from this on-call contract, being environmentally conscientious and focusing on human health and well-being is very important to the City. We have completed Las Cruces Fire Station 3 previously as a LEED Silver certified project and Fire Station 9 is designed to achieve LEED Silver certification as well. Our team includes 24 LEED APs led by Principal-in-Charge Kurt Morton, who focuses on implementing practical sustainability measures and environments that enhance occupant well-being for all projects.

FURNITURE, FIXTURES, + EQUIPMENT (FF&E)

Dekker has an in-house interior design team with multiple designers who specialize in the coordination, selection, and specification of FF&E integrated into a holistic and coordinated interior design approach. We work with clients to develop FF&E budgets and produce packages for competitively bidding FF&E and coordinating installation in projects.

PROFESSIONAL SERVICES

Our firm has both in-house expertise and a network of talented subconsultants to provide the following professional services:

- Turn-key Capital Project Design Development
- Coordination and oversight of Sub-Consultants, Service Providers, and Contractors.
- Utility Coordination
- Programming and Space Planning
- Design Analysis and Briefs/Basis of Design Awards
- Charrettes, Public Presentations, Graphic Design, Mapping, and Information Graphics.
- Virtual/On-line Project Team Meetings and Community Engagement
- Architectural Modeling and Rendering
- Building/Facility Conditions Assessments
- Feasibility Assessments
- Urban and Contextual Analysis, Site Master Planning
- Tactical Urban Design
- Cost Estimating and Budget Verification
- Code Analysis
- Sustainability Consulting
- Bid Support Services
- Construction Administration
- Accessibility Design
- As-Builts, BIM Models, and Digital Project Records
- Advanced Technology, Innovative AI

SCHEDULE MANAGEMENT

Dekker has a long track record of successfully managing project schedules on public projects. This success is due to our proactive project management, comprehensive construction documents, and understanding of construction and market conditions. We will work closely with the City of Las Cruces team during each design phase to present design progress, receive input, and make needed revisions. Throughout the design phases, we will manage revisions to the design and schedule to protect the interests of the City. Due to our extensive experience, the strength of our project management team, and our depth of qualified staff, we are confident we can maintain the design production and construction administration schedules for any project from this on-call contract. Below are some key areas of focus as we manage our delivery schedules:

- Timeline Development: We start each project by working with our clients to create a realistic timeline that achieves their goals with clearly defined milestones for each phase of the project. This includes setting deadlines for design submissions, client approvals, contractor procurement, and construction completion.
- Stakeholder Engagement: We emphasize early in the project the importance of all stakeholders' active engagement throughout the project. We encourage open communication and feedback to identify potential issues early and adjust as needed.
- Regular Meetings: We schedule regular meetings with the client and other stakeholders to review progress, collect all necessary Owner requirements, and adjust the project plan as needed. These meetings help keep everyone on the same page.
- Resource Allocation: We have a depth of resources available to us which allow us to provide all necessary staffing to accomplish multiple projects simultaneously and on tight schedules. This also allows us to tap into specialized expertise and quickly resolve complex challenges on nearly any project type.
- Design Reviews: We conduct regular design reviews to ensure that the project is progressing in line with the client's requirements and that any changes are documented and approved by the client. This helps in avoiding costly redesigns or corrections later in the project.

BUDGET MANAGEMENT

We understand that on public projects, we must be stewards for the taxpayers who ultimately fund the projects, and we make design decisions with that understanding in mind. We understand the outlook for public funding is always uncertain and projects must stay on schedule and prove to be functional, efficient, well managed, and budget conscious.

We manage project schedule and cost constraints from early planning to project completion with a focus on achieving optimum functionality for the facility to meet the set project goals. We work with a trusted cost estimator who has provided us with complete and accurate cost information for more than 100 past projects. Our cost estimator incorporates a geographic adjustment factor based on industry standards, our experience with the local market, and recent bid data on local projects. Dekker will develop cost estimates at each milestone design phase and work closely with the City of Las Cruces team to refine pricing as needed.

VALUE ENGINEERING

As construction prices continue to escalate, the value engineering process has become an everyday necessity. Dekker ensures that on every project we pay special attention to project budgets and schedules. Project-specific issues such as local subcontractor availability, labor shortages, or special requirements for construction staging and sequencing will be factored into our cost projections. We will promptly notify the City when cost projections indicate that the project may exceed the budget and propose options for value engineering reductions and potential alternates to control cost. For projects with potential hidden conditions that cannot be fully verified during design, we will consider using a combination of unit prices and allowances to control costs and limit change orders.

BIDDING + CONSTRUCTION

Dekker assists our clients during bidding and construction phase services on almost all our projects. We promote the project to contractors, facilitate a pre-bid conference, answer questions during bidding, and evaluate bids. During construction, our in-house construction administrators perform field observations to assess work progress and compliance with construction documents and oversee construction-related paperwork. Our services also include review of Application for Payments, review of any Change Orders, consultant coordination, inspections for Substantial and Final Completion and punch list status, and assistance with final close-out and one-year warranty inspection.

ARCHITECTURAL AND ENGINEERING DESIGN FEE PROPOSAL

We have included in "Cost Matrix One" our services for work described above for each of the phase breakdowns, as requested. At this point, with unknown project specifics such as scope, scale, and complexity, it is not possible to provide an exact fee quote for the potential work that would both cover all potential projects and be most fair and advantageous to the City. The fee percentages we have included in "Cost Matrix One" are based on initial assumptions of the potential projects that may come from this on-call contract. Final fee may require adjustment upon full project definition as it is available.

In "Cost Matrix Two", we included our current (2025) hourly fee rates. As this is a potential five-year on-call contract, we anticipate in future years the hourly fee rates will change and require adjustment for the actual fees established for the work. We have established for each work category an average hourly rate across multiple positions. Actual hourly rates will be dependent on scope of work and staff requirements determined at the award of each project.

MAJOR TASKS TO BE ACCOMPLISHED*

PROGRAMMING

Our programming approach focuses on aligning building systems with project goals while anticipating potential challenges early. By engaging stakeholders from the outset and maintaining consistent communication, we ensure all perspectives are being considered, leading to solutions that address both current needs and future opportunities. Our design methodology incorporates iterative reviews and value engineering to adapt to changing circumstances, ensuring that we effectively meet the City's objectives.

DESIGN PHASE

As the design progresses, we continuously update cost projections and integrate value engineering to ensure that the project remains within budget and on schedule. Our collaborative approach involves regular cost, schedule, and design reviews to identify and implement alternatives that enhance project value.

CONSTRUCTION PHASE

During construction, Dekker and our Consultants work closely with the City and the selected contractor to bring the project to fruition. Our strong working relationships and proactive problem-solving ensure smooth project execution and successful completion.

POST-CONSTRUCTION

Our commitment extends beyond construction completion. We continue to support the City of Las Cruces during the post-construction phase and beyond, ensuring the building operates as designed. This ongoing relationship helps address any performance issues during and after the warranty period, providing long-term value and satisfaction.

EXISTING BUILDING RENOVATIONS

Dekker utilizes Matterport scanning software to create highly detailed 3D models of existing facilities quickly and accurately. These models capture every architectural feature and condition that is crucial for effective planning, design, and include features that allow us to accurately take measurements of existing elements saving time in necessary field verifications. The tool enhances collaboration and communication among project team members when working in building renovation projects.

Click here to see Pebble Hills Regional Command Center Matterport

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

WORK PLAN

There are many types of potential projects that could result from this On-call, and specific overall goals and project objectives may vary. At Dekker, we initiate a work plan focused on maintaining safe and secure operations at the existing facilities. Throughout the design and construction phases, we will collaborate with the City to prioritize stakeholder satisfaction and address operational issues.

Our process for thorough facility assessments and design is calculated to make the work efficient and develop the project goals and key deadlines quickly. We examine multiple options and ideas and cull them quickly to arrive at a consensus for further study. This efficiency is gained through transparent, interactive programming and design sessions that make decisions clear and inclusive.

SCOPE

- Development and distribution of questionnaires for the owner team to fill out before the initial programming/scope session.
- Programming on-site directly with users and stakeholders to quickly determine the goals and requirements of the project.
- Input of that information into a database that records the requirements for each space and creates room data sheets that outline all requirements in each room.

DESIGN

- Quick documentation of existing conditions during the programming phase, which can include interior Matterport scanning and exterior modeling using drones.
- Design charrettes on-site to determine big picture options that are immediately evaluated by the owner team.
- Conceptual design development based on the charrette to quickly arrive at a single option that meets the established goals.

BUDGET

- Early cost estimates developed during programming.
- Continual updates during the process.
- Estimates that include the entire project budget, not just the construction costs.
- Graphic representation of budget options to help illustrate what's in the numbers.

These activities are further broken down by project phase as shown below:

Discovery (Pre-Programming): Listen

- Information Gathering
- Project Research
- Site Analysis
- Opportunities + Challenges
- City's Vision + Goals
- Community Collaboration

Programming: Define Scope

- Program of Spaces
- Adjacencies + Space Requirements

- Identify Multi-use Spaces
- Site Analysis (continued)
- Budget + Schedule initial alignment
- Community Meetings (if necessary)

Schematic Design: Brainstorm + Explore

- Translate City's Vision + Goals into a Design Concept
- Evaluate Design Options
- Floor Plans + 3D Massing Models
- Site Design for Functional Circulation of Pedestrians and Vehicles
- Community Meetings (if necessary)

Design Development: Design Refinement

- Define + Finalize Systems
- Interior Finishes + Exterior Building Envelopment
- Project Manual
- Budget + Schedule Monitoring
- Walk-Through Animations Material + Color Palette
- Cost Estimate
- Community Meetings (if necessary)

Construction Documents: Comprehensive Coordination and Detailing

- Thorough Documentation
- Constructability + QA / QC Reviews
- Owner Page Turner Reviews
- Budget + Schedule Monitoring
- Cost Estimate
- Cost / Value Management
- Additive Alternatives / Project Bid
- Project Manual

Bidding + CA: Proactive Approach

- Ensure Bid Competition
- Generate Project Interest
- Avoid Proposal Date Conflicts
- Field Observations
- Thorough + Well Documented CA Process
- Quality Control
- Pay Applications
- Project Closeout

POST OCCUPANCY EVALUATION: DOES IT WORK?

- Part of 11-Month Warranty Process
- How Does Facility Support City Operations
- Qualitative + Quantitative Analysis

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

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

Kurt Morton, AIA, LEED BD+C, CCCA
Principal-In-Charge

Experience

Kurt is a Texas licensed architect with 20 years of experience and leads Dekker's El Paso office. He has diverse experience working with public sector clients and directs and coordinates work produced at Dekker's El Paso Office. As Principal-In-Charge, Kurt will be responsible for the overall success of the project. He will ensure the proper resources are committed for each project, and oversee project quality and operational, budgetary and scheduling goals to meet City of Las Cruces's expectations. He focuses on providing exceptional service and a high-level of client satisfaction on all projects he leads.

Areas of competence

- Architectural Space Programming
- Organizational Management & Resource Allocation
- Client Service and Satisfaction
- Architectural Planning & Design
- Quality Control

Percent of time assigned to the project*

25%

**For the time listed, time committed will vary based on City of Las Cruces on-call projects demand. Dekker commits to dedicating the time needed to get the work done. We will add additional people to the team, as needed, if schedules require it.*

Paola Muniz-Garcia

Project Manager

Experience

Paola is an architectural designer and project manager with over 10 years of relevant project experience. She brings a pragmatic, team-oriented approach to project delivery, with strengths in managing budgets, schedules, and internal coordination. Her experience

spans a range of commercial and public sector work, with a focus on public safety facilities. Paola is a clear communicator and effective team leader, known for her diligence and commitment to delivering practical, client-focused solutions.

Areas of competence

- Client Interface & Communication
- Design Team Management
- Project & Schedule Management
- Budget Oversight
- Project Delivery Management

Percent of time assigned to the project

50%

Mark Paz, AIA, NCARB
Project Architect

Experience

Mark is a Senior Architect with Dekker, based in Las Cruces. He has deep experience in public safety and civic design, including workplace tenant improvements, fire stations, training academies, recreation facilities, and other municipal facilities. His recent work includes Fire Stations 3 and 9 for the City of Las Cruces. Mark combines strong technical knowledge with a thoughtful design

approach, emphasizing functionality, sustainability, and long-term performance. His broader portfolio includes large-scale commercial, cultural, and master planning projects, with contributions to several LEED-certified projects.

Areas of competence

- Architectural Space Programming
- Conceptual Design
- Technical Architectural Detailing
- Design for Sustainability
- Construction Administration

Percent of time assigned to the project

85%

Ken Wooten, CCCA, GB98, GF05
Senior Construction Administrator

Experience

Ken is a Senior Construction Administrator based in Las Cruces, with over 30 years of experience in the construction industry. His background spans roles from laborer to general contractor and business owner, giving him a comprehensive understanding of

construction delivery. Ken's project experience includes schools, universities, laboratories, recreation facilities, and public safety buildings. He holds a Certified Construction Contract Administrator (CCCA) credential and New Mexico Qualifying Party Certificates. A member of the Construction Management Association of America (CMAA), Ken has been with Dekker for six years, supporting successful project execution through field expertise and contract knowledge.

Areas of competence

- Contractor Engagement & Communication
- Construction Documentation Review
- Site Observation
- Project Delivery Management
- Expert in Construction Field Resolutions

Percent of time assigned to the project

50%

Becca Dominguez, NCIDQ
Interior Designer, FF&E

Experience

Becca Dominguez is a Registered Interior Designer with nearly 10 years of experience in commercial furniture and interior design. Her

work includes public safety and recreation facilities, such as the Silver City Recreation Center and interior design for Fire Station 9 in Las Cruces. Becca is known for her calm, collaborative approach and attention to detail, making her a trusted partner to both clients and project teams. She designs with a focus on functionality, durability, and client-specific needs, consistently delivering spaces that support long-term use and day-to-day performance.

Areas of competence

- Interior Space Programming
- Interior Design Detailing
- Furniture Design & Selection
- Architectural Coordination

Percent of time assigned to the project

50%

Courtney McKelvey, ASLA
Landscape Architect

Experience

Courtney is a licensed Landscape Architect who has collaborated with Dekker on a wide range of project types since 2006. With a passion for integrating user-friendly, low-maintenance, native and drought-tolerant planting designs into each project, she is best

known for her expertise in site planning, including circulation, wayfinding, hardscape and landscape detailing, and community-focused outdoor spaces. Courtney works closely with civil, electrical, and other site consultants to deliver cohesive, functional environments. Her design approach emphasizes inclusivity, wellness, and meaningful connections to nature. As a skilled project coordinator for all aspects of the site, Courtney brings clarity, creativity, and collaboration to every project.

Areas of competence

- Conceptual Landscape Design
- Irrigation Integration
- Native Plant Selection
- Architectural & Civil Coordination

Percent of time assigned to the project

40%

Brian Barnes, PE
Structural Engineer

Experience

Brian is a Principal and Professional Engineer with more than 24 years of experience in structural engineering, project management,

and team leadership. He has extensive expertise with reinforced concrete, steel, masonry, and timber structures, including both shallow and deep foundation systems. His work includes seismic design in accordance with the latest IBC codes, as well as cost-effective solutions that balance safety, performance, and constructability. Brian is also highly proficient with engineering and project management software, supporting efficient and accurate project delivery across a wide range of building types.

Areas of competence

- Foundation Systems Design
- Cost-Effective Structural Design
- Design Integration with Architecture
- Quality Assurance

Percent of time assigned to the project

30%

PRINCIPAL MEMBER/OFFICER OF THE FIRM RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT*
Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.

PRINCIPAL-IN-CHARGE:

Kurt Morton, AIA, LEED BD+C, CCCA
Firm: *Dekker*

Address: 108 S Stanton St, 1st Floor, El Paso, TX 79901
Telephone: 915.613.0650

Statement of Interest

Dekker has a history of working closely with the City of Las Cruces and delivering crucial community projects including Fire Station 3, Fire Station 9, and Unidad Park Renovations. Our relationship with the City of Las Cruces is very important to me, and I truly appreciate the collaborative nature in which we have worked with the City of Las Cruces over the years. Our team of professionals

has experience on a wide variety of project types, a broad portfolio of renovation and new construction projects, strong project management skills, expertise in sustainable and resilient design, and a commitment to creating great inclusive places and spaces that connect people to each other, local culture and the natural environment. I sincerely appreciate the opportunity to present our team to the City of Las Cruces in consideration for this On-call and continuing Dekker's ability to help make a meaningful impact for the City of Las Cruces and its residents.

SUBCONTRACTORS:

Civil Engineer:
Eric Hamilton, PE
Firm: *Bohannan Huston, Inc.*

Firm Address: 425 South Telshor Blvd., Ste. C-103, Las Cruces, NM 88011

Qualifications:

- **Professional Engineer:** NM #25647
- **Certified Floodplain Manager:** NM #19-00440

Years of Experience:
11 Total | 1 with BHI

Education:

- Bachelor of Science, Civil Engineering Technology,
  New Mexico State University

Areas of responsibility:

- Civil engineering design, project management, and construction administration for all aspects of a project, from conception to completion, including planning, design, project bidding and letting, and construction management
- Leading cross-functioning project teams to produce constructable, cost-effective designs and contract documents
- Flood control design, roadway reconstruction (urban and rural), traffic, drainage, and utility engineering
- Leveraging engineering to improve community quality of life through the development and enhancement of infrastructure

Electrical Engineer:
Robert H. Beasley, PE
Firm: *RBM Engineering, Inc.*

Firm Address: 150 N. Festival Dr., El Paso, TX 79912

Qualifications:

- **Professional Engineer:** NM #10531

Years of Experience:
42 Total | 32 with RBM Engineering

Education:

- Bachelor of Science, Mechanical Engineering,
  Texas A&M University

Areas of responsibility:

- Engineering Analysis – Conducts engineering studies to evaluate system performance and inform design solutions.
- Design & Documentation – Develops plans, specifications, and construction documents for plumbing and HVAC systems across diverse facility types.
- Project Management – Oversees all phases of projects, ensuring schedules, budgets, and deliverables are met.
- Coordination & Collaboration – Works closely with architects, engineers, and utility providers to integrate building systems effectively.

Electrical Engineer:
Bryan Morris, PE
Firm: *RBM Engineering, Inc.*

Firm Address: 150 N. Festival Dr., El Paso, TX 79912

Qualifications:

- **Professional Engineer:** TX #60714

Years of Experience:
43 Total | 32 with RBM Engineering

Education:

- Bachelor of Science, Electrical Engineering,
  University of Texas, El Paso

Areas of responsibility:

- Municipal Infrastructure – Provides electrical engineering design and field work for public works projects.
- Project Leadership – Assists in managing projects, coordinating with owner representatives, utilities, and multidisciplinary design teams.
- Technical Studies & Reporting – Performs facility studies, surveys, and reports to evaluate electrical distribution systems for municipal facilities.
- Public Sector Expertise – Experienced in delivering projects for municipal clients to ensure compliance with public standards and local requirements.

LOCATION(S) OF OFFICE(S) *
Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

Dekker
Albuquerque, NM
Headquarters

7601 Jefferson NE, Suite 100
Albuquerque, NM 87109

Dekker
El Paso, TX
108 S Stanton St, 1st Floor
El Paso, TX 79901

Bohannan Huston Inc.
Las Cruces Office
425 S Telshor Blvd C103
Las Cruces, NM 88011

RBM Engineering
Las Cruces Office
1065 S. Main, Bldg. D, Suite A
Las Cruces, NM 88005

Percent of work to be performed at each office

JOB RESPONSIBILITY	LAS CRUCES	ALBUQUERQUE	EL PASO
Structural Engineer		100%	
Mechanical Engineer	100%		
Electrical Engineer	100%		
Civil Engineer	100%		
Architectural/ Interiors		10%	90%
Specification Writer			100%
Administration / Clerical		25%	75%

PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK *
Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.

Kurt Morton, AIA, LEED BD+C, CCCA
Principal-In-Charge

El Paso Office: 108 S Stanton St, 1st Floor
El Paso, TX 79901

Licensed Architect: NM #5524

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

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

Dekker_Performance_of_the_Firm_Evaluation_Criteria_3.pdf

PRICE TABLES

COST MATRIX ONE

Delivered Services

Line Item	Description	Fee	Percentage
1	Services up to and including the completion of Design Development; including the delivery of Design Development documents.	Not to exceed % of the estimated cost of construction	3.375%
2	Services from the completion of Design Development up to and including the completion of construction documents; including the delivery of specifications, drawings and bid documents.	Not to exceed % of the estimated cost of construction	2.25%
3	Services from the delivery of construction and bid documents up to and including the completion of construction contract administration; including the delivery of contract closeout documents.	Not to exceed % of the estimated cost of construction	1.875%

COST MATRIX TWO

Project Assignment

Line Item	Description	Unit of Measure	Unit Cost
1	Principal-In-Charge	Hourly Rate	$240.00
2	Project Architect / Project Engineer	Hourly Rate	$190.00
3	Architect	Hourly Rate	$165.00
4	Engineer (Structural, Mechanical, Electrical, Civil)	Hourly Rate	$185.00
5	Landscape Architect	Hourly Rate	$155.00
6	Interior Designer	Hourly Rate	$130.00

Line Item	Description	Unit of Measure	Unit Cost
7	Cost Estimator	Hourly Rate	$175.00
8	Drafter	Hourly Rate	$85.00
9	Specification Writer	Hourly Rate	$175.00
10	Administration / Clerical	Hourly Rate	$75.00

COST MATRIX TWO CONT.

Project Assignment - Please list the position title and hourly rate for any other staff positions that are not included in the previous table.

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
1	Other (List)	Hourly Rate		$0.00
2	Other (List)	Hourly Rate		$0.00
3	Other (List)	Hourly Rate		$0.00
4	Other (List)	Hourly Rate		$0.00
5	Other (List)	Hourly Rate		$0.00
6	Other (List)	Hourly Rate		$0.00
7	Other (List)	Hourly Rate		$0.00
8	Other (List)	Hourly Rate		$0.00
9	Other (List)	Hourly Rate		$0.00

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
10	Other (List)	Hourly Rate		$0.00

EVALUATION CRITERIA NO. 3 - PERFORMANCE OF THE FIRM

8.1. PREVIOUS WORK/REFERENCES

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

LAS CRUCES FIRE STATION 3 Las Cruces, New Mexico

The new City of Las Cruces Fire Station 3 replaces the existing station on an adjacent lot on North Valley Drive. The 12,250sf station is designed with three apparatus bays and a capacity of up to 10 firefighters per shift. The station design responds to the latest studies and best practices for firefighter health and safety, with a carefully planned decontamination sequence for firefighter returning from structure fires. The station separates the hot zone of the apparatus bays from residential quarters, fitness room, and offices. With features such as native landscaping, an energy efficient VRF mechanical systems, and a carport mounted solar photovoltaic system, Fire Station 3 is designed to achieve LEED certification.

COST
$5,100,000

SIZE
12,250sf

COMPLETION DATE
May 2022

CONTACT INFORMATION
Sreedevi Mohanraj 575.541.2538

PROPOSED STAFF ROLES
Kurt Morton, Project Manager
Mark Paz, Project Architect
Paola Muniz-Garcia, Job Captain

EVALUATION CRITERIA NO. 3 - PERFORMANCE OF THE FIRM

8.1. PREVIOUS WORK/REFERENCES

SILVER CITY RECREATION CENTER Silver City, New Mexico

The new Silver City Recreation Center (SCRC) provides enhanced athletic and recreation opportunities for the citizens of Silver City and Grant County. The center is designed to provide three multi-use athletic courts including basketball, volleyball, and pickleball configurations as the anchor space. The SCRC was designed to be a community center for all ages from early childhood through senior citizens in multi-purpose spaces which encourage activities to strengthen social connections across diverse age ranges. Game space is provided for billiards, table tennis, air hockey, and eSports. The SCRC also includes smaller activity space for group activities such as dance, aerobics, and resistance training. Dekker designed this center in partnership with BRS architects who assisted the Town of Silver City in initial programming and schematic design to ensure all required functions were incorporated and optimized for the Town's operations.

COST
$14,504,360

SIZE
27,426sf

EXPECTED COMPLETION
August 2025

CONTACT INFORMATION
Alex Brown 575.534.6358

PROPOSED STAFF ROLES
Kurt Morton, Principal-in-Charge
Franco Reyes, Project Manager
Mark Paz, Project Architect
Becca Dominquez, Interiors

"While I've been the City Manager for 23 years, I've been involved with many infrastructure projects and worked with many different engineering firms designing them. Building our new Recreation Center was my first experience with new large-scale construction. While I was a little nervous with this new experience, Dekker and their staff made the process an enjoyable one. They were all very knowledgeable, experienced and made sure that we got what we were looking for in the new Rec Center. I would recommend Dekker to anyone looking at any new construction."

- **Alex Brown,** City Manager, Town of Silver City

8.1. PREVIOUS WORK/REFERENCES

EL PASO ELECTRIC COMPANY OPERATIONS + SAFETY TRAINING CENTER El Paso, Texas

The El Paso Electric Company Operations and Safety Training Center (OSTC) establishes a consolidated location for EPEC's company-wide training programs into a state-of-the-art facility that is needed to provide safe and reliable electricity to their customers. Three new training classrooms provide opportunities for large group trainings and multiple smaller training conference rooms allow for break-out sessions or for smaller groups. The OSTC facility is designed for both classroom style presentations and hands-on learning with a large demonstration bay in which equipment can be brought into the facility for training. The facility is also home to the company's Safety Department who is responsible for organizing and delivering a large amount of the trainings required to be provided to EPEC employees.

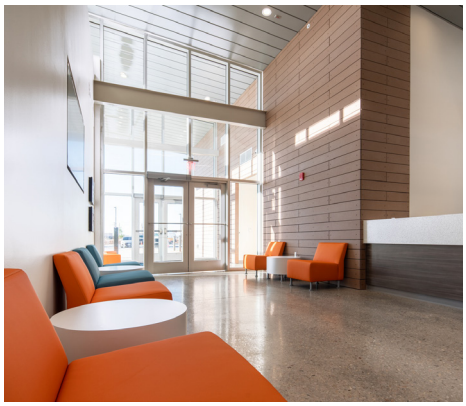
COST
$9,243,277

SIZE
13,550sf

COMPLETION DATE
February, 2023

CONTACT INFORMATION
Mark Hoffmann 915.521.4651

PROPOSED STAFF ROLES
Kurt Morton, Project Manager
Mark Paz, Project Architect
Becca Dominquez, Interiors
Ken Wooten, Construction Administrator



ATTACHMENT A

CITY OF LAS CRUCES

Term Contract for Architectural and Engineering Services
Contract Number 25-26-004

Project Order	Number (#)	**Architect/Engineer:**	
Fee Proposal		**A/E's project manager:**	
Date Requested:			*(to be completed by A/E)*
Notice to Proceed:		**Project Manager e-mail:**	
Date Issued:			*(to be completed by A/E)*

Project Order Title:
Insert title here
Physical address / location here, if applicable

This Project Order, Number (Enter Number), is issued pursuant to the Agreement Between Owner and Architect, dated (Contract Date), between the City of Las Cruces and Dekker LTD, incorporated herein by reference.

Scope of Work:
The scope of work for which Architect's Services are to be performed under this Project Order is generally described as:

-

A/E personnel and sub-consultants:
The A/E staffs the project orders as generally identified by function and/or discipline in the proposal and as specifically listed herein to work on this Project Order. *(to be completed by A/E)*

Schedule:
Number of calendar days required to provide Architect's Basic Services through the completion of construction documents: _____
(to be completed by A/E)

Compensation:
The A/E shall perform all architectural and engineering services required for the completion of this Project Order's scope of work for the basic compensation computed as follows:

For the services as described in the (Scope of Work above, attached document, etc.) _____ ($)
(to be completed by A/E)

For services from the delivery of construction and bid documents to the completion of construction contract administration, a lump sum of _____ ($)
(to be completed by A/E)

or, based on the hourly rates listed in the fee proposal,

a fixed not-to-exceed amount of _____ ($)
(to be completed by A/E)

The basic compensation proposed above shall be subject to negotiation and revision. Any such revision made by the Owner shall be agreed to by the A/E prior to this Proposal Request becoming a Notice to Proceed.

Fee proposal revisions:

Proposed Fee ($)	Revised Fee ($)	Revised by Owner *(date)*	Accepted by A/E *(date)*

Project Order Proposal Submitted By:

Architect/Engineer

By: _____
(signature) *(date)*

Name: _____

Title: _____

Project Order Proposal Accepted By:

Owner

By: _____
(signature) *(date)*

Name: _____

Title: _____

Attachments:
1.
2.
3.

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of February 2026 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and DWL Architects & Planners, Inc. of New Mexico, of 202 Central Avenue SE, Albuquerque, New Mexico, 87102, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
On-call Architectural and Engineering services on an as-needed basis via Project Order (Attachment A) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 25-26-004, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

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

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as outlined in Exhibit A, at an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project(s) that are required by the CITY and it will serve the CITY diligently and

faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2026 for a term of five years through April 30, 2031, for a term of five (5) years.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY, and as agreed to for each project assigned under the terms of this Agreement.

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

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

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

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

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

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

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

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

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

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

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

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

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

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

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

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Sreedevi Bhathala Mohanraj
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	DWL Architects & Planners, Inc. of New Mexico 202 Central Avenue SE Albuquerque, New Mexico 87102 ATTENTION: Willard Eastman

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.

DWL ARCHITECTS & PLANNERS, INC. OF NEW MEXICO

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

for BD 12/11/2025

City Attorney

EXHIBIT A

A. Project assignment is initiated by the City providing the CONTRACTOR a detailed project description, including scope of work and any other special instructions needed by the CONTRACTOR to provide complete services necessary for carrying out the work presented by the City. The CONTRACTOR shall provide services that may include, but not be limited to, the following:

    1. Pre-Design Services including but not limited to cost estimating, programming, building code reviews, master planning, and feasibility studies
    2. Preliminary and Schematic Design Services
    3. Design Development Services
    4. Construction Documents Services
    5. Design Services may include architectural, civil, structural, mechanical, electrical engineering, plumbing, and landscape architectural services
    6. Construction Contract Procurement (Bidding or Negotiation) Services
    7. Construction Contract Administration Services
    8. Other types of professional services of a nature consistent with the intent of the RFP, i.e. gathering public input, public meetings, Council meetings
    9. Contact authorities having jurisdiction

B. Documents required to be prepared by the CONTRACTOR will vary depending on the scope of work of the individual Project Order; generally, may consist of the following but not limited to:

    1. Pre-Design Services shall consist of a written program, diagrams and drawings containing design objectives, space requirements, space relationships, flexibility and expandability, site and landscaping requirements, and construction cost estimates.
    2. Preliminary and Schematic Design documentation shall consist of conceptual site and building plans, study models, perspective sketches, electronic modeling, or combinations of these media; and construction cost estimates.
    3. Design Development and Construction Documents Services consist of specifications, drawings, and bid documents.
    4. Construction Contract Administration documentation shall consist of copies of field reports, shop drawings, progress photographs, and drawings of record.
    5. Documents prepared by the CONTRACTOR for use by the City shall be delivered in electronic format in an application acceptable to the City; typically, MSWord, Excel, Building Information Modeling (BIM), and Autocad (latest version). Documents specifically for use in bidding the

work of a Project Order shall be delivered to the City in an acceptable Americans with Disabilities Act (ADA) format.

C. The CONTRACTOR shall also be able to provide the services of specific sub-consultants, including but not limited to the following:

1. Landscape Architect
2. Interior Designer
3. Professional Engineers (Civil, Structural, Electrical, Mechanical)
4. Specialized Consultants (e.g. Architectural Programming, Acoustics, Environmental Assessments, LEED certification, Historic Building Preservation / State Historic Preservation Office [SHPO])

City of Las Cruces

Procurement

-, -

700 N. Main Street, Las Cruces, NM 88001

[DWL ARCHITECTS & PLANNERS, INC. OF NEW MEXICO] RESPONSE DOCUMENT REPORT

RFP No. 25-26-004

Architectural & Engineering Services

RESPONSE DEADLINE: September 9, 2025 at 4:00 pm

Report Generated: Thursday, November 20, 2025

DWL Architects & Planners, Inc. of New Mexico Response

CONTACT INFORMATION

Company:
DWL Architects & Planners, Inc. of New Mexico

Email:
w.eastman@dwlnm.com

Contact:
Willard Eastman

Address:
202 Central Ave SE
Albuquerque, NM 87102

Phone:
(505) 242-6202

Website:
dwlnm.com

Submission Date:
Sep 9, 2025 10:53 AM (Mountain Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 25, 2025 9:37 PM by Willard Eastman

Addendum #2
Confirmed Aug 25, 2025 9:37 PM by Willard Eastman

Addendum #3
Confirmed Sep 8, 2025 3:17 PM by Willard Eastman

QUESTIONNAIRE

1. RFP Compliance Declaration*

In compliance with the requirements of this RFP, I offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

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

Confirmed

2. NM Tax & Revenue Dept. CRS

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

02-221340-006

3. Current NM Secretary of State Business ID

Corporations Only

1587492

4. Current CLC Business Registration #

Respondents located in Las Cruces only

No response submitted

5. Federal I.D. Number *

850408244

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

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

6.1 Proposed Technical Approach

Our technical approach emphasizes **responsiveness, collaboration, and quality control** in delivering architectural and engineering services to the City of Las Cruces. Because this contract is on-call and task-order based, our process is designed to be both **flexible and scalable**, allowing us to meet the needs of projects ranging from minor renovations to large-scale facilities.

- **Integrated Team Delivery** – We have assembled a multidisciplinary team of architects, engineers (civil, structural, plumbing, mechanical, electrical), and specialty consultants (landscape, interior design, historic preservation, LEED, cost estimating) who will be engaged as needed depending on the task order. Each assignment begins with confirming scope, schedule, and budget to ensure the right team members are engaged at the right time.

- **Collaborative Engagement** – Early coordination with City staff, end users, and authorities having jurisdiction ensures that program requirements, regulatory standards, and community expectations are incorporated from the outset.

- Phased Design Process – We follow a structured progression of services—pre-design/programming, schematic design, design development, construction documents, bidding/procurement, and construction administration—tailored to the specific needs of each project.

- Quality Assurance/Quality Control (QA/QC) – Our QA/QC process includes interdisciplinary reviews, constructability assessments, and cost checks at every milestone. This reduces RFIs and change orders during construction, saving both time and resources.

- Technology and Documentation –
  We employ advanced digital platforms to deliver accurate, coordinated, and efficient documentation:

  - Revit (BIM) serves as the central coordination platform, integrating all disciplines into one model that improves constructability and reduces conflicts.
  - Autodesk Forma and Revit's generative design tools allow us to evaluate multiple design options quickly against criteria such as daylighting, energy performance, and site orientation, supporting sustainable, data-driven decision-making.
  - Sustainability analyses—including energy modeling, life-cycle cost assessments, and carbon impact studies—are integrated into design, aligning projects with resiliency and environmental responsibility goals.
  - Bluebeam Revu streamlines document reviews, markups, and real-time collaboration during design and construction administration, expediting reviews and enhancing communication with City staff and contractors.
  - Deliverables will be provided in City-accepted formats (Revit/BIM, AutoCAD, Word, Excel, and ADA-compliant PDFs for bidding).

This combination of team integration, structured process, rigorous quality control, and cutting-edge technology ensures that the City receives design solutions that are innovative, sustainable, efficient, and responsive to project goals.

MAJOR TASKS TO BE ACCOMPLISHED*

6.2 Major Tasks to Be Accomplished

Under this term contract, our team anticipates accomplishing the following major tasks, tailored to each assignment issued by the City:

A. **Project Scoping & Kickoff** – Confirm objectives, budget, schedule, and communication protocols with City staff.

B. **Pre-Design Services** – Programming, feasibility studies, code analysis, and cost estimating.

C. **Preliminary & Schematic Design** – Conceptual site and building layouts, diagrams, models, and cost projections.

D. **Design Development** – Refinement of the preferred option, systems coordination, and updated estimates of probably construction cost.

E. **Construction Documents** – Fully coordinated drawings, specifications, and bid packages.

F. **Construction Procurement Support** – Bid document preparation, addenda, contractor questions, and evaluation support.

G. **Construction Administration** – Submittal reviews, RFIs, site visits, pay application certifications, and change order evaluation.

H. **Closeout & Post-Occupancy** – Final inspections, punch lists, as-built documentation, and post-occupancy evaluations.

I. Special Services – Community engagement, Council presentations, sustainability certification support, and coordination with SHPO for historic projects.

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

6.3 Detailed Statement of Services to Be Provided Under Tasks

Task 1: Project Scoping & Kickoff

- Facilitate kickoff meetings with City staff and stakeholders.
- Confirm scope, objectives, deliverables, and schedule.
- Establish communication protocols and project management tools.

Task 2: Pre-Design Services

- Conduct programming workshops and space needs assessments.
- Perform site investigations and code/zoning analyses.
- Coordinate with survey, geotechnical, and environmental subconsultants as needed.
- Deliver feasibility studies, diagrams, and order-of-magnitude cost estimates.

Task 3: Preliminary & Schematic Design

- Develop conceptual plans, sketches, models, and diagrams.
- Provide multiple design options with cost and schedule implications.
- Incorporate input from engineering disciplines and City stakeholders.
- Facilitate public or Council meetings if requested.

Task 4: Design Development

- Advance selected design into architectural, structural, civil, MEP, and landscape systems.

- Develop outline specifications and select materials/systems.
- Conduct interdisciplinary coordination and QA/QC reviews.
- Provide updated cost estimates and phasing strategies.

Task 5: Construction Documents

- Produce code-compliant, fully coordinated drawings and specifications.
- Integrate consultant documentation into a single Revit-based BIM model.
- Perform clash detection, constructability, and internal QA/QC checks.
- Deliver bid-ready packages in City-accepted formats (BIM, AutoCAD, Word, Excel, ADA-compliant PDFs).

Task 6: Construction Procurement Support

- Assist in issuing bid documents and responding to contractor questions.
- Prepare and distribute addenda and clarifications.
- Assist in reviewing bids and recommending contract award.

Task 7: Construction Administration & Observation

- Conduct regular site observations, document progress, and issue field reports.
- Review and approve submittals, shop drawings, and product data.
- Respond to RFIs promptly and evaluate change order requests.
- Attend progress meetings and monitor schedule compliance.
- Review pay applications.

Task 8: Closeout & Post-Occupancy

- Conduct final inspections and prepare punch lists.

- Review warranties, O&M manuals, and ensure delivery of as-built documentation.
- Facilitate post-occupancy evaluations to inform future projects.

Task 9: Special/Optional Services

- Facilitate community outreach sessions and Council presentations.
- Provide LEED certification support and sustainability consulting.
- Coordinate with SHPO for historic building preservation.
- Engage specialized consultants (acoustics, environmental, accessibility) as needed.

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

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

Willard L. Eastman, RA, AIA, CSI, CDT
President & Principal, DWL Architects & Planners, Inc.

Willard Eastman is the President and Principal of DWL Architects & Planners, Inc. and a licensed architect (NM RA #2181) with over 40 years of professional experience. He has directed planning, programming, design, contract documentation, and construction administration services for a wide range of city, state, municipal, federal, and educational clients. Relevant project experience includes the NM Museum of Natural History & Science STEM Education Wing, renovations and additions at the Museum of International Folk Art, the re-roof project at the NM Museum of Space History, and the Architect-of-Record for the Roadrunner Transit Operations and Maintenance project.

As the firm's principal, Mr. Eastman provides leadership and oversight across all projects, ensuring quality, responsiveness, and client satisfaction. He also serves the community as a board member of the Wheels Museum in Albuquerque.

Areas of Competence: Firm leadership, planning and programming, museum and educational facilities, public-sector project delivery.
Percent of Time on Project: 10–15%

Dillon K. Romero, RA, AIA, NCARB, NOMA
Project Architect, DWL Architects & Planners, Inc.

Dillon Romero is a licensed architect (NM RA #6614) with over 10 years of design and construction expertise. He has managed projects through all phases of delivery, from programming and schematic design to construction administration and post-occupancy evaluation. Relevant project experience includes the APS Westside and Main Bus Depots, City of Las Cruces Roadrunner Transit Facility, Albuquerque Cerro Colorado Vehicle Maintenance Center, Ft. Sumner Fire Station improvements, and on-call/task-order awards with APS (2020, 2024) and the New Mexico Department of Cultural Affairs (2023).

In addition to practice, Dillon serves on the boards of AIA Albuquerque and AIA New Mexico, is a founding member of NOMA New Mexico, and contributes nationally as an NCARB ARE Item Author and Subject Matter Expert.

Areas of Competence: Project management, transportation and civic facilities, public-sector task-order contracts, construction administration.
Percent of Time on Project: 20-25%

Daniel Gonzales, RA, AIA, NCARB
Project Architect, DWL Architects & Planners, Inc.

Daniel Gonzales is a licensed architect (NM RA #6078) with over 20 years of experience in project management, planning, design, and construction administration. His portfolio includes the City of Las Cruces Roadrunner Transit O&M Facilities, multiple Albuquerque Public Schools renovation projects, the Bloomfield High School Athletic Training Facility Remodel, the Bernalillo County South Valley Aquatics Center, and the Las Cruces HS Additions & Renovations.

Areas of Competence: Architectural project management, public-sector facilities, educational and athletic facilities, construction administration.
Percent of Time on Project: 20-25%

Sabriana Salazar, AIA Associate, CSI, CDT
Interior Designer / Design Professional, DWL Architects & Planners, Inc.

Sabriana Salazar is an experienced design professional with specialized expertise in Revit-based construction documentation and interior design. As DWL's in-house interior designer, she has contributed to projects including the Grants Cibola County Schools IT

Building, APS Main Bus Depot, City of Las Cruces Roadrunner Transit Facility, and the National Hispanic Cultural Center Annex Utilization Study.

Areas of Competence: Interior design, Revit construction documentation, educational and cultural facilities, transit facilities.
Percent of Time on Project: 30-50%

Louise Hollesen
Designer / Lead Draftsperson, DWL Architects & Planners, Inc.

Louise Hollesen is a designer and lead draftsperson with over 20 years of experience in AutoCAD-based design and construction document preparation. Her project experience includes the U.S. NNSA JAG Door Upgrades, Ft. Sumner Senior Center Addition, and the New Mexico Military Institute Bates Dining Hall Addition.

Areas of Competence: AutoCAD design, construction documentation, drafting leadership, civic and institutional facilities.
Percent of Time on Project: 30-50%

Kayla Baca
Intern Architect, DWL Architects & Planners, Inc.

Kayla Baca is an intern architect and design production professional with experience in AutoCAD and Revit-based documentation. Her project work includes APS Atrisco Elementary Re-Roof, Santa Fe Public Schools Chaparral Elementary Re-Roof, Warehouse 505 Youth Program Tenant Improvements, and APS Bel-Air Elementary Portable Building Renovations.

Areas of Competence: AutoCAD and Revit documentation, design production, educational and community facilities.
Percent of Time on Project: 30–45%

Jose A. Morales, P.E., CEM
Principal Mechanical Engineer, Raxis Engineering

Jose Morales is a licensed mechanical engineer (NM PE #22154) with over 12 years of experience in mechanical and plumbing systems design. As a principal of Raxis Engineering, he coordinates and oversees MEP projects from design through documentation, including plans, specifications, cost estimates, and technical reports. His expertise covers commercial, institutional, and industrial facilities, with a focus on mechanical and plumbing system design and utility coordination.

As a Certified Energy Manager, Mr. Morales also provides energy consulting services including design of energy conservation measures, building energy audits, and third-party energy savings evaluations.

Areas of Competence: Mechanical and plumbing system design, MEP project coordination, energy efficiency consulting, building energy audits.
Percent of Time on Project: 10–20%

Carlos Robles
Operations Director, Raxis Engineering

Carlos Robles is Operations Director at Raxis Engineering, where he oversees engineering design staff and coordinates project workloads to ensure timely delivery. He provides design guidance and quality review of completed projects prior to submission, while also working directly with clients to gather project-specific information and manage field visits. His responsibilities extend through construction administration, supporting smooth project execution and adherence to schedules.

In addition, Mr. Robles manages the coordination and implementation of company-wide design and drafting standards, ensuring consistency and quality across all projects.

Areas of Competence: Project coordination, design review and supervision, construction administration, drafting standards management.
Percent of Time on Project: 5–10%

Verlyn A. Miller, P.E.
President & Principal Civil Engineer, MEC

Verlyn Miller is the President and Principal Engineer of MEC and a licensed civil engineer (NM PE #14507) with over 30 years of experience in civil and water resource engineering. His expertise includes project management, planning, and design for highway drainage, arterial and rural roadway design, traffic control, alignment studies, flood control, utility design, and site grading and drainage.

Mr. Miller has managed a wide range of projects, from small municipal infrastructure improvements to large-scale highway projects, with a combined value exceeding $300 million. His experience includes both technical design and oversight, ensuring quality, cost control, and project delivery for public-sector clients across New Mexico.

Areas of Competence: Civil and water resource engineering, roadway and utility design, flood control, site grading and drainage, project management.
Percent of Time on Project: 10–15%

Michael A. Stubbs, P.E., S.E., DBIA
President & Principal Structural Engineer, Stubbs Engineering, Inc.

Michael Stubbs is the founder and President of Stubbs Engineering, Inc., based in Las Cruces, and a licensed engineer in New Mexico (PE #16814). He brings over 20 years of experience in structural and civil engineering, with a career spanning design, construction, and leadership roles. After beginning his career with a New Mexico structural and civil firm, he served nine years in Dallas as President of a joint venture between an engineering practice and a steel fabricator, gaining valuable design-build and construction expertise.

Since establishing Stubbs Engineering in New Mexico more than 15 years ago, Mr. Stubbs has directed the firm's delivery of comprehensive engineering services across the region. His areas of expertise include structural and civil engineering, design-build services, project and construction management, cost estimating, risk assessment, and client relations.

Areas of Competence: Structural and civil engineering, design-build delivery, project and construction management, cost estimating, risk assessment.
Percent of Time on Project: 10–15%

Andrew Bernard, RLA
Principal Landscape Architect, Place Integrated LLC

Andrew Bernard is a licensed Landscape Architect (NM RLA #565) with over a decade of experience in public- and private-sector projects. He has led efforts ranging from neighborhood dog parks to the 281-acre Grant's Farm master plan in St. Louis, MO. His expertise includes sustainable site planning, green stormwater infrastructure, and integrated landscape design.

He has served as a project manager and owner's representative for the City of Albuquerque BioPark and Central New Mexico Community College, and nationally with a zoo and cultural services architect. Andrew is co-founder of the Arid LID Coalition, a former Sustainability Project Manager at CNM, and a Fulbright Scholar for sustainable urban planning research in Argentina. His work has earned multiple design awards.

Areas of Competence: Sustainable landscape design, green stormwater infrastructure, large-scale master planning, project management, stakeholder coordination.
Percent of Time on Project: 10–15%

Jon Balis, MBA, PMP
Principal, Balis & Company

Jon Balis is the Principal of Balis & Company, New Mexico's premier construction cost consulting firm, which he founded in 1982. With 49 years in the construction industry and 43 years as an independent consultant, he is a recognized specialist in cost estimating, life cycle cost analysis, and schedule/risk control for agencies such as the U.S. Department of Energy, GSA, and DOD.

Recent projects include the Union Square Housing Study in Albuquerque ($91.5M, 2025), CNM/RRPS Applied Technology Programs in Rio Rancho ($38.3M, 2024), and the New Mexico Media Academy + CNM Film project ($36.9M, 2023). In Las Cruces, his work includes the Amador Hotel Rehabilitation ($16.5M, 2024–25), NMSU Food Science Facility ($11.3M, 2023), Milton Hall Renovation Study ($28.6M, 2021), and Roadrunner Transit Facilities ($19.9M, 2019).

Mr. Balis holds an MBA in Finance and Cost Accounting from the University of New Mexico and a BA in Architecture. He is a certified Project Management Professional (PMP), a member of AACE, and maintains an active DOE "Q" clearance.

Areas of Competence: Construction cost estimating, life cycle cost analysis, schedule and risk analysis, value engineering, independent project review.
Percent of Time on Project: 5–10%

Kris Callori, AIA, LEED Fellow, WELL AP, GPC Fellow
Founder & Principal, Verdacity, LLC

Kris Callori is the Founder and Principal of Verdacity, LLC, and a licensed architect in New Mexico (RA #3470) and Colorado. She is recognized as a LEED Fellow and Guiding Principles Compliance Fellow, as well as a WELL AP, Fitwel Ambassador, and Certified Biomimicry Specialist. Her expertise spans sustainable design, human health in the built environment, and green rating systems, including LEED, WELL, and Fitwel.

Kris has provided leadership on projects nationwide, linking building performance with environmental and occupant health outcomes. She was appointed to the Urban Land Institute's Health Leadership Network, honored as a Women of Influence (2018), and received the One Albuquerque Award (2024).

Areas of Competence: Sustainable architecture, green rating system certification, health and wellness in the built environment, biomimicry strategies, design leadership.
Percent of Time on Project: 5-10%

Huang Banh, RA, LEED AP BD+C
Principal, Verdacity, LLC

Huang Banh is a licensed architect (NM RA #6861) and Principal at Verdacity, LLC. His expertise includes green building project management, rating system compliance, and strategies for achieving high-performance benchmarks. He has supported clients in meeting sustainability goals through LEED, Guiding Principles, and Green Globes certifications.

Huang earned his Master of Architecture from the University of New Mexico and currently serves as Co-chair for the AIA Christopher Kelly Leadership Development Program and AIA Committee on the Environment. In 2025, he was recognized as a *40 Under 40* honoree by Albuquerque Business First.

Areas of Competence: Sustainable project management, rating system compliance (LEED, Green Globes), high-performance design strategies, stakeholder leadership.
Percent of Time on Project: 5-10%

PRINCIPAL MEMBER/OFFICER OF THE FIRM RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT*
Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.

Principal Administrator of the Contract:

Willard L. Eastman, RA, AIA, CSI, CDT

President, DWL Architects & Planners, Inc. of New Mexico

(505) 242-6202 W.eastman@dwlnm.com

List of Consultants:

A. ARCHITECT (PRIME)
    1. DWL Architects & Planners, Inc. of New Mexico
        a. 202 Central Ave SE Albuquerque, New Mexico
B. CIVIL ENGINEER
    1. Miller Engineering Consultants
        a. 3500 Comanche Rd NE, Albuquerque, New Mexico
C. STRUCTURAL ENGINEER
    1. Stubbs Engineering, Inc.
        a. 227 E Amador Ave Suite 200, Las Cruces, New Mexico
D. LANDSCAPE ARCHITECT
    1. Place Integrated
        a. 1208 Rosemont Ave NW, Albuquerque, New Mexico
E. MEP ENGINEER
    1. Raxis Engineering
        a. 505 South Main Street, Las Cruces, New Mexico
F. COST ESTIMATOR
    1. Balis & Company
        a. 4600 Montgomery Blvd NE, Albuquerque, New Mexico
G. LEED CONSULTANT
    1. Verdacity
        a. 219 Central Ave NW, Albuquerque, New Mexico

PLEASE SEE 7.1 KEY PERSONNEL FOR QUALIFICATIONS AND DETAILED CONSULTANT INFORMATION

LOCATION(S) OF OFFICE(S) *
Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

LOCATIONS OF OFFICES & PERCENTAGES OF WORK TO BE PERFORMED PER PROJECT:

A. ARCHITECT (PRIME) 50%
    1. DWL Architects & Planners, Inc. of New Mexico
        a. 202 Central Ave SE Albuquerque, New Mexico
B. CIVIL ENGINEER 10%
    1. Miller Engineering Consultants
        a. 3500 Comanche Rd NE, Albuquerque, New Mexico
C. STRUCTURAL ENGINEER 10%
    1. Stubbs Engineering, Inc.
        a. 227 E Amador Ave Suite 200, Las Cruces, New Mexico
D. LANDSCAPE ARCHITECT 5%
    1. Place Integrated
        a. 1208 Rosemont Ave NW, Albuquerque, New Mexico
E. MEP ENGINEER 15%
    1. Raxis Engineering
        a. 505 South Main Street, Las Cruces, New Mexico
F. COST ESTIMATOR 5%
    1. Balis & Company

a. 4600 Montgomery Blvd NE, Albuquerque, New Mexico

G. LEED CONSULTANT **5%**

1. Verdacity

a. 219 Central Ave NW, Albuquerque, New Mexico

PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK *
Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.

ARCHITECT IN DIRECT CHARGE:

Dillon K. Romero, RA, AIA, NCARB, NOMA

NMRA# 6614

NCARB# 108834

AIA# 40713703

O: (505) 242-6202

C:(505) 550-9206

d.romero@dwlnm.com

202 Central Ave SE, Albuquerque, New Mexico 87102

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

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

DWL_25-26-004_8.1_References.pdf

PRICE TABLES

COST MATRIX ONE

Delivered Services

Line Item	Description	Fee	Percentage
1	Services up to and including the completion of Design Development; including the delivery of Design Development documents.	Not to exceed % of the estimated cost of construction	35%
2	Services from the completion of Design Development up to and including the completion of construction documents; including the delivery of specifications, drawings and bid documents.	Not to exceed % of the estimated cost of construction	45%
3	Services from the delivery of construction and bid documents up to and including the completion of construction contract administration; including the delivery of contract closeout documents.	Not to exceed % of the estimated cost of construction	20%

COST MATRIX TWO

Project Assignment

Line Item	Description	Unit of Measure	Unit Cost
1	Principal-In-Charge	Hourly Rate	$216.00
2	Project Architect / Project Engineer	Hourly Rate	$170.00
3	Architect	Hourly Rate	$140.00

Line Item	Description	Unit of Measure	Unit Cost
4	Engineer (Structural, Mechanical, Electrical, Civil)	Hourly Rate	$175.00
5	Landscape Architect	Hourly Rate	$115.00
6	Interior Designer	Hourly Rate	$100.00
7	Cost Estimator	Hourly Rate	$129.00
8	Drafter	Hourly Rate	$90.00
9	Specification Writer	Hourly Rate	$130.00
10	Administration / Clerical	Hourly Rate	$140.00

COST MATRIX TWO CONT.

Project Assignment - Please list the position title and hourly rate for any other staff positions that are not included in the previous table.

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
1	Other (List)	Hourly Rate	Principal Estimator	$169.00
2	Other (List)	Hourly Rate	Senior Estimator	$159.00
3	Other (List)	Hourly Rate	Principal Structural Engineer	$330.00

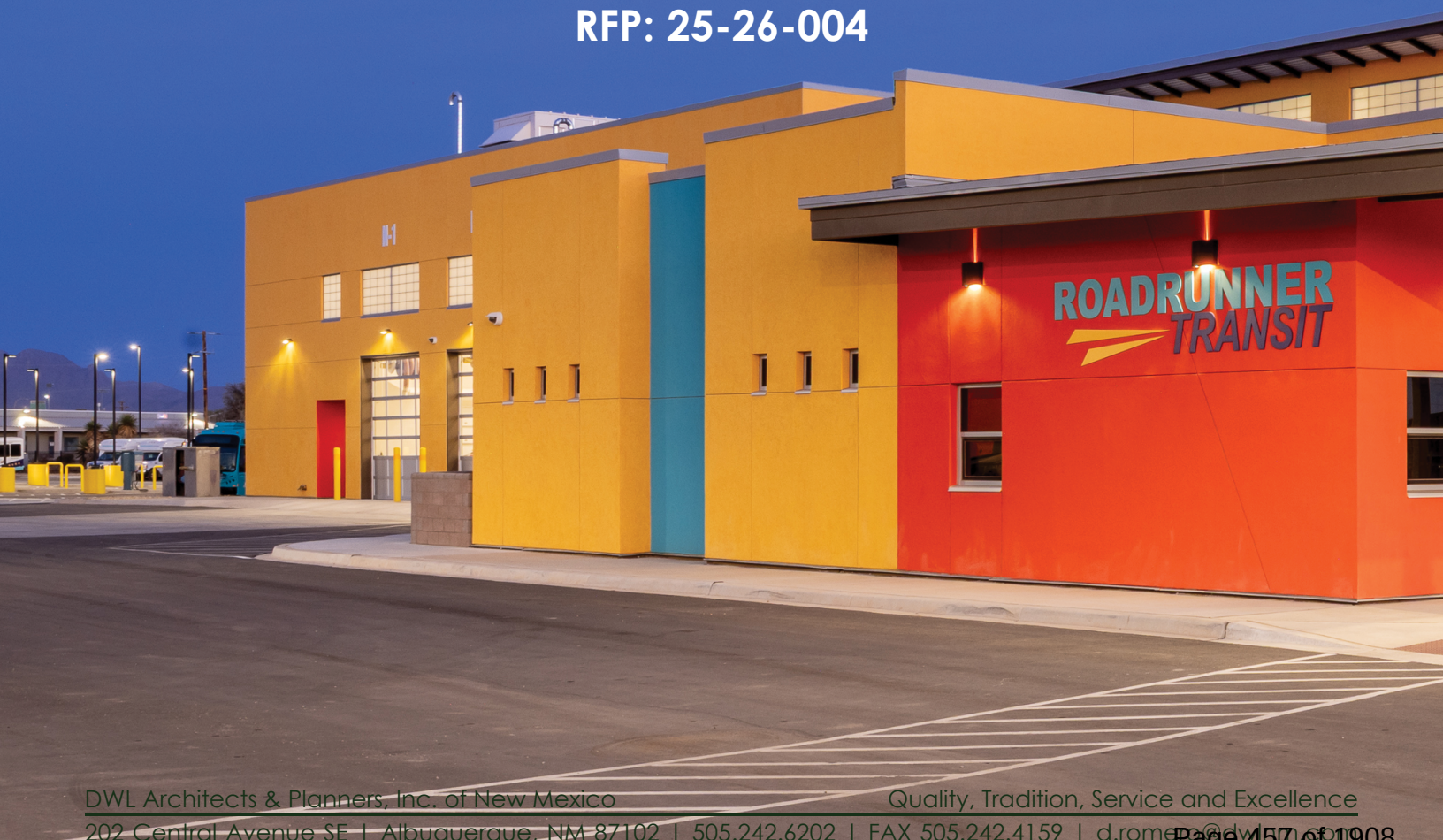
Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
4	Other (List)	Hourly Rate	Senior Structural Engineer	$190.00
5	Other (List)	Hourly Rate	MEP Principal Engineer	$225.00
6	Other (List)	Hourly Rate	MEP Project Manager	$160.00
7	Other (List)	Hourly Rate	Civil Principal Engineer	$165.00
8	Other (List)	Hourly Rate	Civil Engineer	$125.00
9	Other (List)	Hourly Rate	LEED Principal Architect	$250.00
10	Other (List)	Hourly Rate	LEED PM Level 1	$150.00

DWL Architects | Planners Inc. of New Mexico

September 9, 2025

City of Las Cruces

Architectural & Engineering Services
RFP: 25-26-004



NM Museum of Natural History & Science Education Wing School Bus Group Entrance, Albuquerque | DWL Architects & Planners

Education Wing Addition – NM Museum of Natural History & Science
Albuquerque, New Mexico

Client: NM Department of Cultural Affairs
Project Contact: Brian Grace, Registrar | (505) 841-2857

DWL•NM designed and provided construction administration for a phased renovation and addition to create a new Community Education Center. The first phase ($1.24M) included demolition, environmental abatement, and focused renovations to deliver operational classrooms, family restrooms, occupancy change, required exiting, and updated loading dock expansion with dock leveler. This project also included HVAC upgrades for the museum.

Project complexities included coordinating with the relocation of the Bio-Science Collection and working within reduced appropriated funding. Construction documents for the final $1M phase are complete and pending funding approval.

Services / Outcomes

- Programming, design, and phased construction documents
- Environmental abatement coordination and bidding
- Construction administration for first-phase completion

The project was delivered on schedule and within budget, earning Certificate of Occupancy for the first phase while preparing for final build-out. Separately, DWL•NM is currently serving under an on-call contract with the Department of Cultural Affairs (2024–present), demonstrating our continued trusted partnership with the agency.

NM Museum of Natural History & Science Education Wing Secure Lockers & Student Group Storage, Albuquerque | DWL Architects & Planners

NM Museum of Natural History & Science Education Wing Multi-Purpose & Lecture Hall Space, Albuquerque | DWL Architects & Planners

NM Museum of Natural History & Science Education Wing Dock Expansion & Upgrades, Albuquerque | DWL Architects & Planners

APS Ruben Hendrickson Transportation Center, Albuquerque | DWL Architects & Planners

APS On-Call Architectural Services (2016–Present)
Albuquerque, New Mexico

Client: Albuquerque Public Schools
Project Contact: Jordan Fitzgerald, Staff Architect | (505) 848-8810

DWL•NM has held consecutive on-call architectural services contracts with APS since 2016, covering projects ranging from secure entry upgrades, kitchen replacements, and restroom renovations to portable building upgrades, re-roofs, master plans, and classroom renovations. This work required responsiveness, careful coordination, and consistent delivery across multiple campuses.

Representative projects include: 11 Secure Vestibule upgrades (2016), Grant MS Restroom and Kitchen Renovations, Atrisco ES Gym & Library Re-Roof (2020), Del Norte HS Restroom Renovation (2020), Bel Air ES Portable Renovations (2020 & 2024), RFK Master Plan, Atrisco ES Special Needs Classroom Upgrades, and Kennedy MS Re-Roof (2024, in progress).

Services / Outcomes
- Programming, design, and construction documents
- Construction administration for small/mid-scale projects
- Cost estimating and schedule control across concurrent assignments

APS has repeatedly renewed DWL's contract due to proven cost control, responsiveness, and reliable project delivery.

APS Dr. J Patrick Garcia Transportation & Education Center, Albuquerque | DWL Architects & Planners

APS Dr. J Patrick Garcia Transportation & Education Center, Albuquerque | DWL Architects & Planners

CABQ Daytona Transit Facility, Albuquerque | DWL Architects & Planners

City of Albuquerque – Daytona Transit Facility
Albuquerque, New Mexico

Client: City of Albuquerque Transit Department
Project Contact: Mark Eshelman, Senior Project Coordinator | (505) 724-3148

DWL•NM, the original architect for the Daytona Transit Facility, was commissioned to redesign bus maintenance pits in Bays 6–8 to accommodate new 75,000 lb. parallelogram lifts. The $240k project required careful planning in an active facility. DWL completed design and CA of the original facility in 2005.

Challenges included reconfiguring pit dimensions, relocating pit drains, adjusting cleanouts, and redesigning lift controls, all while protecting existing radiant tube heating and utilities under the concrete slab. Ground Penetration Radar (GPR) was used to map radiant tubing before cutting and tying new systems into existing construction.

Services / Outcomes

- Renovation design and construction documents
- Utility coordination and GPR investigation
- Construction administration in occupied facility

The phased approach allowed full transit operations to continue during construction while upgrading maintenance capacity.

CABQ Daytona Transit Facility, Albuquerque | DWL Architects & Planners

CABQ Daytona Transit Facility, Albuquerque | DWL Architects & Planners

ATTACHMENT A

CITY OF LAS CRUCES

Term Contract for Architectural and Engineering Services
Contract Number 25-26-004

Project Order	Number (#)	**Architect/Engineer:**	
Fee Proposal		**A/E's project manager:**	
Date Requested:			*(to be completed by A/E)*
Notice to Proceed:		**Project Manager e-mail:**	
Date Issued:			*(to be completed by A/E)*

Project Order Title:
Insert title here
Physical address / location here, if applicable

This Project Order, Number (Enter Number), is issued pursuant to the Agreement Between Owner and Architect, dated (Contract Date), between the City of Las Cruces and DWL Architects & Planners, Inc. of New Mexico, incorporated herein by reference.

Scope of Work:
The scope of work for which Architect's Services are to be performed under this Project Order is generally described as:

-

A/E personnel and sub-consultants:
The A/E staffs the project orders as generally identified by function and/or discipline in the proposal and as specifically listed herein to work on this Project Order. *(to be completed by A/E)*

Schedule:
Number of calendar days required to provide Architect's Basic Services through the completion of construction documents: _____
(to be completed by A/E)

Compensation:
The A/E shall perform all architectural and engineering services required for the completion of this Project Order's scope of work for the basic compensation computed as follows:

For the services as described in the (Scope of Work above, attached document, etc.) _____ ($ _____)
(to be completed by A/E)

For services from the delivery of construction and bid documents to the completion of construction contract administration, a lump sum of _____ ($ _____)
(to be completed by A/E)

or, based on the hourly rates listed in the fee proposal,

a fixed not-to-exceed amount of _____ ($ _____)
(to be completed by A/E)

The basic compensation proposed above shall be subject to negotiation and revision. Any such revision made by the Owner shall be agreed to by the A/E prior to this Proposal Request becoming a Notice to Proceed.

Fee proposal revisions:

Proposed Fee ($)	Revised Fee ($)	Revised by Owner *(date)*	Accepted by A/E *(date)*

Project Order Proposal Submitted By:

Architect/Engineer

By: _____
(signature) *(date)*

Name: _____

Title: _____

Project Order Proposal Accepted By:

Owner

By: _____
(signature) *(date)*

Name: _____

Title: _____

Attachments:

1.
2.
3.

EXHIBIT "I"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of February 2026 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Hartman + Majewski Design Group, of 120 Vassar Drive SE, Albuquerque, New Mexico, 87106, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
On-call Architectural and Engineering services on an as-needed basis via Project Order (Attachment A) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 25-26-004, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

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

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as outlined in Exhibit A, at an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project(s) that are required by the CITY and it will serve the CITY diligently and

faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2026 for a term of five years through April 30, 2031, for a term of five (5) years.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY, and as agreed to for each project assigned under the terms of this Agreement.

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

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

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

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

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

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

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

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

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

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

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

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

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

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

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

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Sreedevi Bhathala Mohanraj
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Hartman + Majewski Design Group 120 Vassar Drive SE Albuquerque, New Mexico 87106 ATTENTION: Vanessa Whitehorse

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.

HARTMAN + MAJEWSKI DESIGN GROUP

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

12/11/2025
City Attorney

EXHIBIT A

A. Project assignment is initiated by the City providing the CONTRACTOR a detailed project description, including scope of work and any other special instructions needed by the CONTRACTOR to provide complete services necessary for carrying out the work presented by the City. The CONTRACTOR shall provide services that may include, but not be limited to, the following:

    1. Pre-Design Services including but not limited to cost estimating, programming, building code reviews, master planning, and feasibility studies
    2. Preliminary and Schematic Design Services
    3. Design Development Services
    4. Construction Documents Services
    5. Design Services may include architectural, civil, structural, mechanical, electrical engineering, plumbing, and landscape architectural services
    6. Construction Contract Procurement (Bidding or Negotiation) Services
    7. Construction Contract Administration Services
    8. Other types of professional services of a nature consistent with the intent of the RFP, i.e. gathering public input, public meetings, Council meetings
    9. Contact authorities having jurisdiction

B. Documents required to be prepared by the CONTRACTOR will vary depending on the scope of work of the individual Project Order; generally, may consist of the following but not limited to:

    1. Pre-Design Services shall consist of a written program, diagrams and drawings containing design objectives, space requirements, space relationships, flexibility and expandability, site and landscaping requirements, and construction cost estimates.
    2. Preliminary and Schematic Design documentation shall consist of conceptual site and building plans, study models, perspective sketches, electronic modeling, or combinations of these media; and construction cost estimates.
    3. Design Development and Construction Documents Services consist of specifications, drawings, and bid documents.
    4. Construction Contract Administration documentation shall consist of copies of field reports, shop drawings, progress photographs, and drawings of record.
    5. Documents prepared by the CONTRACTOR for use by the City shall be delivered in electronic format in an application acceptable to the City; typically, MSWord, Excel, Building Information Modeling (BIM), and Autocad (latest version). Documents specifically for use in bidding the

work of a Project Order shall be delivered to the City in an acceptable Americans with Disabilities Act (ADA) format.

C. The CONTRACTOR shall also be able to provide the services of specific sub-consultants, including but not limited to the following:

1. Landscape Architect
2. Interior Designer
3. Professional Engineers (Civil, Structural, Electrical, Mechanical)
4. Specialized Consultants (e.g. Architectural Programming, Acoustics, Environmental Assessments, LEED certification, Historic Building Preservation / State Historic Preservation Office [SHPO])

City of Las Cruces

Procurement

-, -

700 N. Main Street, Las Cruces, NM 88001

[HARTMAN + MAJEWSKI DESIGN GROUP] RESPONSE DOCUMENT REPORT

RFP No. 25-26-004

Architectural & Engineering Services

RESPONSE DEADLINE: September 9, 2025 at 4:00 pm

Report Generated: Thursday, November 20, 2025

Hartman + Majewski Design Group Response

CONTACT INFORMATION

Company:
Hartman + Majewski Design Group

Email:
vwhitehorse@designgroupnm.com

Contact:
Vanessa Whitehorse

Address:
120 Vassar Drive SE
Albuquerque, NM 87106

Phone:
(505) 998-6437

Website:
www.designgroupnm.com

Submission Date:
Sep 9, 2025 1:36 PM (Mountain Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Sep 8, 2025 5:20 PM by Vanessa Whitehorse

Addendum #2
Confirmed Sep 8, 2025 5:20 PM by Vanessa Whitehorse

Addendum #3
Confirmed Sep 8, 2025 5:20 PM by Vanessa Whitehorse

QUESTIONNAIRE

1. RFP Compliance Declaration*

In compliance with the requirements of this RFP, I offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

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

Confirmed

2. NM Tax & Revenue Dept. CRS

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

02-505348-00-5

3. Current NM Secretary of State Business ID

Corporations Only

2287498

4. Current CLC Business Registration

Respondents located in Las Cruces only

No response submitted

5. Federal I.D. Number *

371444341

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

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

H+Mdg offers a proven, adaptable approach to managing a wide range of project types for the City of Las Cruces, based on our extensive experience with local, state, and federal agencies. We recognize the importance of flexibility and responsiveness in on-call contracts and have designed our internal processes to scale effectively with project size, complexity, and schedule. For this contract, Jeff Zellner will serve as the single point of contact and Principal in Charge, responsible for coordinating all aspects of the contract from initial scope development through project closeout. Project teams will be assembled based on required expertise and availability, ensuring each task order receives the appropriate resources from the start.

Our approach emphasizes clear communication, early scope definition, and ongoing stakeholder coordination to minimize delays and cost overruns. We utilize collaboration tools such as MS Teams, BlueBeam, Autodesk Construction Cloud, Procore, and Zoom to maintain transparency and streamline decision-making. Cost control and long-term value are central to our process. We incorporate life-cycle cost analysis and value engineering during design to help our client make informed decisions that reduce upfront costs while improving long-term performance. Where possible, we reuse existing infrastructure and systems, assessing operational and maintenance implications as part of the design process.

Our team is dedicated to providing the City of Las Cruces with seamless and effective design services. We'll manage the A&E On-Call contract with a strong focus on responsiveness, communication, and quality, ensuring you never have to worry about the efficiency of our work.

We bring extensive experience from successfully delivering both a statewide New Mexico on-call contract and a GSA region-wide on-call contract. These contracts have sharpened our ability to respond quickly and efficiently to diverse assignments. Our staff are already in Las Cruces regularly, managing several projects with NMSU, GSA, and NM FMD. This consistent presence ensures we're not only familiar with the community but also readily available for in-person meetings when needed.

For this contract, we have assigned Jeff Zellner, a dedicated Principal architect to manage all task orders and coordinate directly with your staff. Jeff will be supported by Serge Kalajdzic, a Project Manager and Senior Architect and our trusted local subconsultants, who bring invaluable regional knowledge and immediate availability. By combining our proven quality assurance and quality control procedures with clear communication, we guarantee the City of Las Cruces will receive reliable, accurate, and cost-effective solutions for every assignment.https://designgroupnm-my.sharepoint.com/:b:/p/vwhitehorse/EUM13NZnqQFBnwDBIrxAuQ4BAS-zg5sowYws1ZWBOPdniA?e=vmhOaG

MAJOR TASKS TO BE ACCOMPLISHED*

Our major tasks begin with scope definition, confirming services with the City at project initiation and asking the right questions early to reduce surprises later. Establishing and maintaining an accurate budget is a priority, with regular updates provided throughout each project. We develop schedules that reflect project priorities and adjust proactively to keep assignments on track. Design and documentation include thorough assessments of users, staff functions, operations, and space requirements while integrating code, safety, sustainability and health standards into each project. Our team applies consistent quality assurance and quality control at each milestone to ensure compliance and accuracy, while maintaining ongoing coordination with City staff and stakeholders to streamline approvals and minimize rework. When projects require phased delivery, we plan carefully to manage schedule, budget, and logistical challenges, reducing disruption and maintaining efficiency.

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

Services required for each task will be identified or clarified prior to the start of work. Services may include site assessments, conditions assessments, programming and conceptual design, schematic design, design development, construction documents, bidding and negotiation support, construction administration services, and close out management services. Additionally, for budget management, we provide regular updates on all costs, including site work, utilities, and construction, to ensure fiscal accountability. If required, we can assist with phased design or construction delivery strategies to align tasks / projects with City funding cycles and operational needs. Our design services balance functionality, safety, and aesthetics while meeting operational goals and budget

constraints. We prepare accurate construction documents and provide oversight during construction to ensure adherence to design intent and budget. Life-cycle cost analysis and value engineering are integrated into design decisions to reduce both upfront and long-term costs. Throughout each project, our dedicated point of contact and technical team maintain clear coordination and communication to ensure timely responses and alignment with City expectations. Finally, we provide thorough closeout and documentation, delivering final project records to support the City's long-term facility management and operational planning.

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

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

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See link for Key Personnel Resumes.

PRINCIPAL MEMBER/OFFICER OF THE FIRM RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT*
Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.

https://designgroupnm-my.sharepoint.com/:b:/p/vwhitehorse/EUn6ZO-yn1lAjq-QTlEav8MBDMFt57z3KGM8TLVuqV-WdQ?e=jphke2

See link for Principal Member/Office of the firm responsible for administration of the contract.

LOCATION(S) OF OFFICE(S) *
Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

https://designgroupnm-my.sharepoint.com/:b:/p/vwhitehorse/EWwwoEIKRNBMiXG_8j6jzXABBStXdKwO6zMY3lzYCgF29A?e=ZXlunx

See link for location of offices.

PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK *
Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.

https://designgroupnm-my.sharepoint.com/:b:/p/vwhitehorse/EVcaEf4-18BLqy_cVCLOzL0BmaSirF4uBNlOhn1p0_rhxw?e=iqnyaY

See link for professional responsible for and in direct charge of work.

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

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

8.1_Previous_Work_&_References_COL_On-Call_H+Mdg.pdf

PRICE TABLES

COST MATRIX ONE

Delivered Services

Line Item	Description	Fee	Percentage
1	Services up to and including the completion of Design Development; including the delivery of Design Development documents.	Not to exceed % of the estimated cost of construction	30%
2	Services from the completion of Design Development up to and including the completion of construction documents; including the delivery of specifications, drawings and bid documents.	Not to exceed % of the estimated cost of construction	50%

Line Item	Description	Fee	Percentage
3	Services from the delivery of construction and bid documents up to and including the completion of construction contract administration; including the delivery of contract closeout documents.	Not to exceed % of the estimated cost of construction	20%

COST MATRIX TWO

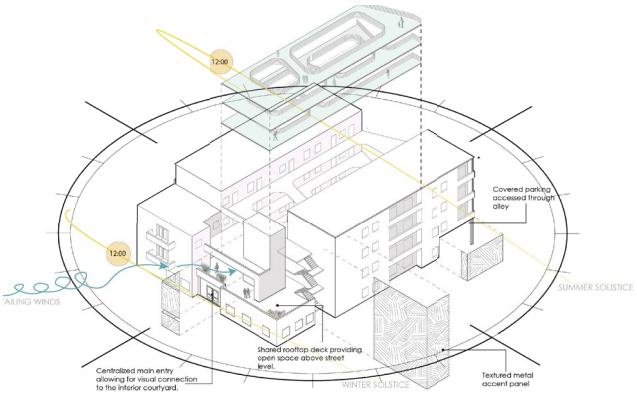
Project Assignment

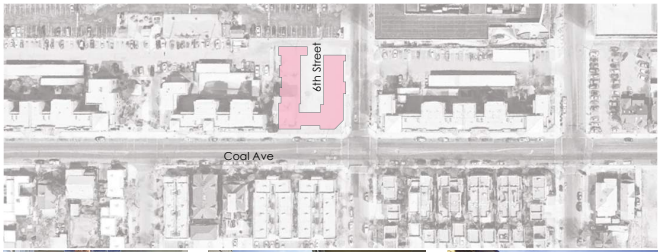
Line Item	Description	Unit of Measure	Unit Cost
1	Principal-In-Charge	Hourly Rate	$222.00
2	Project Architect / Project Engineer	Hourly Rate	$181.00
3	Architect	Hourly Rate	$164.00
4	Engineer (Structural, Mechanical, Electrical, Civil)	Hourly Rate	$200.00
5	Landscape Architect	Hourly Rate	$130.00
6	Interior Designer	Hourly Rate	$138.00
7	Cost Estimator	Hourly Rate	$195.00
8	Drafter	Hourly Rate	$121.00
9	Specification Writer	Hourly Rate	$169.00
10	Administration / Clerical	Hourly Rate	$87.00

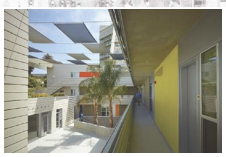
COST MATRIX TWO CONT.

Project Assignment - Please list the position title and hourly rate for any other staff positions that are not included in the previous table.

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
1	Other (List)	Hourly Rate	Landscape Designer	$95.00
2	Other (List)	Hourly Rate	Sr. Cost Manager	$230.00
3	Other (List)	Hourly Rate	Sr. Civil Engineer	$290.00
4	Other (List)	Hourly Rate	Sr. Structural Engineer	$190.00
5	Other (List)	Hourly Rate	Assoc. Structural Engineer	$170.00
6	Other (List)	Hourly Rate	BIM Manager	$142.00
7	Other (List)	Hourly Rate	Principal ME Engineer	$220.00
8	Other (List)	Hourly Rate	Sr. ME Engineer	$195.00
9	Other (List)	Hourly Rate	ME Engineer II	$150.00
10	Other (List)	Hourly Rate	Commissioning Engineer	$175.00







BERNALILLO ON-CALL ARCHITECTURAL SERVICES

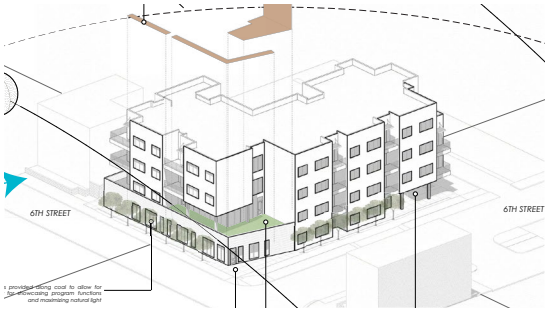
Albuquerque, NM

Since 2021, H+Mdg has held an on-call contract for architectural services with Bernalillo County where we have completed a needs assessment for an animal care facility expansion, schematic design for a multi-family housing project, a facility assessment and programming for the voter machine warehouse, and design for the renovation of a county fire station. We have extensive experience and expertise in handling multiple and concurrent projects which have allowed us to quickly access the needs of the client agency, understand the challenges, and develop efficient and effective solutions. Our commitment to customer service and project success through our on-call contracts is evidenced through many repeat clients and exceptional feedback.

Client Contact:
Shiree McKenzie
Bernalillo County Facilities Design + Construction Manager
505.377.0880

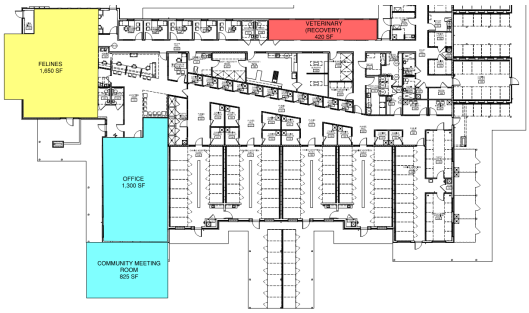
Year:
2021- 2025

Construction Cost:
Multiple Projects



6TH & COAL - SINGLE-SITE HOUSING

H+Mdg was contracted by BernCo to provide complete design and construction administration services for a 45-unit multifamily unit facility that was to provide 3 different room types divided over 3 floors as well as housing support services, laundry, mailboxes, and courtyard access to qualified adults. The site was identified as the vacant lot at 6th and Coal. Our team met with agency directors and developed preliminary design concepts that achieved agency and county goals. Further design development was completed and presented to stakeholders.



ANIMAL CARE & RESOURCE CENTER - NEEDS ASSESSMENT

H+Mdg was hired by BernCo to assess the existing Animal Care & Resource Center in south Albuquerque, built in 2018/19 with a 2,500-animal capacity—half the needed 5,000. The facility also faced HVAC and plumbing issues. We conducted interviews, surveys, and document reviews to evaluate renovation or expansion options. A preliminary program assessment and cost estimate were provided to guide future funding decisions.

VOTER MACHINE WAREHOUSE

H+Mdg was contracted by BernCo to assess programming and renovation needs for an 80,000 sq. ft. warehouse at 3900 Vassar Drive NE to support voter machine storage and counting. We met with County Clerks and BernCo to define requirements and conducted site surveys. A preliminary cost estimate was prepared and later updated to reflect changes in funding, occupancy, and program needs.

Los Volcanes Senior Center

BioPark Butterfly Pavilion

CITY OF ALBUQUERQUE ON-CALL SERVICES

Albuquerque, NM

H+Mdg works with the City of Albuquerque to provide On-Call Architectural Services for a variety of projects for City agencies and departments. Working with the City's project managers, our firm's scope of work includes feasibility studies, accessibility upgrades, building remodels, infrastructure improvements, facility repairs, and code compliance revisions. Costs, schedules, and functional requirements are compiled and analyzed on each project to help the City determine the best use of available funding to achieve the goals of the individual City departments and the City as a whole. Our team has completed over 25 renovation, remodel, additional, tenant improvement, and new construction projects. Below are some example projects completed under this on-call contract.

Client Contact:
Stacy Herrera, Project Manager, City of Albuquerque
stacyherrera@cabq.gov
505.328.7471

Year:
2015 - Present

Construction Cost:
Multiple Projects

PHIL CHACON MEMORIAL SUBSTATION - SOUTHEAST AREA COMMAND ALBUQUERQUE POLICE DEPARTMENT

The Southeast Area Command is one of the busiest substations in the City of Albuquerque and the existing 9,375 SF facility was operating beyond its capacity. The City of Albuquerque invited H+Mdg to provide a feasibility report of the existing facility. Based on the site and building analysis it was determined that the planned program for the Command required an approximate 21,000 SF facility. Design and construction has been completed of the new facility.

ABQ COMMUNITY SAFETY BUILDING

As the newest part of the City's public safety response system, Albuquerque Community Safety (ACS) is proud to be a national model for effective alternative emergency response. In collaboration with the Albuquerque Police and Fire Departments, ACS responds to 911 calls for mental health, substance abuse and homelessness issues. Their goal is to deliver the right response at the right time and to improve access to the broad range of social services from government and community-based organizations.

SPACE VALLEY CENTER

The Space Valley Center features a free-standing 93,013 Gross Square Feet facility of three stories which will house office, education, business incubator, exhibit and auditorium spaces along with associated support functions. The facility is designed to promote development of private sector Space Industry initiatives for the Space Valley Coalition in an enriching, flexible environment which allows collaboration and innovation to emerge and thrive. The projected cost of the Center is $46,000,000.

ON-CALL PROJECTS

STATE OF NM ON-CALL

H+Mdg has continuously held an on-call contract with the State of New Mexico for AE services since 2013 and has completed many projects including the Youth Diagnostic and Detention Center, State Police District 1 Headquarters replacement facility, Department of Workforce Solutions feasibility study and 4 story renovation project, CYFD Safe House renovation, NMVH historic Turtle Fountain restoration, and DPS Headquarters renovations. Services include multiple design deliverables from Feasibility Studies, Programming through Construction Administration, Estimating, and Warranty Walk-Through.

CLIENT CONTACT:
Anna Silva, Director,
Facilities Management Division,
505.827.2141

YEAR:
2013-Present

CONSTRUCTION COST:
Multiple Projects

GENERAL SERVICES ADMINISTRATION IDIQ

Currently, H+Mdg holds multiple on-call contracts with the General Services Administration out of Fort Worth, TX for the New Mexico and West Texas regions. With over 14 years of continuous work with the GSA and over 100 projects across the southwest, we feel confident in our ability to successfully execute on-call projects of all different scales, types, and complexities. Under this contract we have completed large Land Port of Entry feasibility studies, building security enhancements, new courtroom designs, forensic laboratories, office renovations, building facade and roof renovations, and much more. Through this contract we have learned to understand and execute designs for multiple agency requirements and standards while achieving GSA energy, space, and cost saving goals.

Previous Contract #s: 47PH0818D0001 & 47PH0819D0051
Current Contract #s: 47PH0823D0001 & 47PH0823D0002

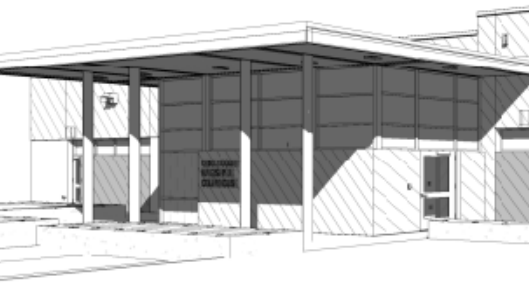
CLIENT CONTACT:
Marsha Howard, GSA Program Branch Chief, 817.505.8543,
marsha.howard@gsa.gov

YEAR:
2018-Present

CONSTRUCTION COST:
Multiple Projects

NM ADMINISTRATIVE OFFICE OF THE COURTS

The New Mexico Administrative Office of the Courts (AOC) contracted with H+Mdg for on-call services for the purposes of designing new or renovations of magistrate courthouses and other judicial facilities throughout the State of New Mexico. Through this contract, H+Mdg has provided designs for the Cibola Magistrate Courthouse, Anthony Magistrate Courthouse, and Clayton Magistrate Courthouse with other projects in various stages of development. H+Mdg provides complete civil, landscape, structural, architectural, interior design, MEP, and construction cost estimating disciplines to provide a complete solution for our clients.



CLIENT CONTACT:
Jacob "Jake" Gutierrez
Statewide Facilities Manager
Administrative Office of the Courts
505.487.6322

YEAR:
2023- Present

CONSTRUCTION COST:
Multiple Projects

NEW MEXICO STATE UNIVERSITY

H+Mdg has contributed to numerous projects on the NMSU campus, including the HEST Nursing Skills Renovation, O'Donnell Hall, Health & Social Services, and the Gerald Thomas Cooking Classroom. Several of our consultants have also supported other campus buildings, and we've had the honor of renovating Martinez Hall and the Library at the Grants campus.

Selected NMSU Projects:
Nursing Expansion, Health & Education Renovations, Health & Social Services Addition , Gerald Thomas Cooking Classroom, Jornada Experimental Range Headquarters

CLIENT CONTACT:
Ashley Burkholder, Project Manager, Project Development & Engineering, 575.646.1927, jasper7@nmsu.edu

YEAR:
2023-2024

CONSTRUCTION COST:
Multiple Projects

GSA RUNNELS FEDERAL BUILDING TENANT IMPROVEMENTS

The Harold Runnels Federal Building project, commissioned by the U.S. General Services Administration, includes feasibility studies, energy modeling, space programming, design development, construction documents, and management services. Following the 2010 relocation of U.S. Courts, the project renovated the building to house DHS-ICE, U.S. Probation, U.S. District Courts, U.S. Marshals, and U.S. Bankruptcy Courts. Tenant improvements across three floors include offices, open and modular workspaces, conference and meeting rooms, fitness and locker facilities, interview and specialized rooms, and upgraded infrastructure such as HVAC, lighting, and windows. These renovations transform an underutilized facility into energy-efficient, modern office spaces for multiple federal agencies, with the ICE build-out underway and remaining floors in progress, ensuring the building effectively serves the downtown Las Cruces community.

CLIENT CONTACT:
Marsha Howard, GSA Program Branch Chief, 817.505.8543, marsha.howard@gsa.gov

YEAR:
2012-2013

CONSTRUCTION COST:
$6,500,000

LAS CRUCES DOWNTOWN MASTER PLAN

Not long ago, the City of Las Cruces was reinventing itself through a revitalization of downtown. H+Mdg served as the lead architectural team to create a Master Plan including a new government center, redesigned central plaza, and new retail, commercial and residential areas of activity. Community design charrettes identified catalytic projects to encourage private development, including parking structures with mixed-use liner buildings, a multi-plex movie theater, and new condominiums and apartments. The plan spans 50 city blocks and connects two historic neighborhoods with new pedestrian walkways.

H+Mdg worked to design and execute portions of the master plan including shade portals at the Plaza Del Las Cruces along N Main Street that would be used by vendors during Farmers Market events.

MIXED USE PROJECTS

PLAZA CIUDAÑA

Providing a desirable and vibrant urban living experience within Albuquerque's second oldest community, Plaza Cuidaña is a Low-Income Housing Tax Credit (LIHTC) development, 3 acre, 68-unit residential development. It is the first phase of a 12 acre revitalization strategy in the Martineztown neighborhood, 1.5 miles north of Downtown Albuquerque. Using positive social urban design concepts, porches and stoops celebrate the front entrance along the perimeter and internal streets. Stucco exteriors with metal accent panels pay homage to both the adjacent industrial area and the indigenous metal roofs of Martineztown. A network of brightly colored, sarape-like accent walls, metal balconies and eyebrow sun shades amplify the existing inherent accent colors of the Martineztown neighborhood.

CLIENT CONTACT:
Felipe Rael, Executive Director
Sol Housing Partnership, 505.244.1614

YEAR:
2014

CONSTRUCTION COST:
$8,855,963

ALBUQUERQUE HOUSING AUTHORITY BROADWAY/MCKNIGHT

Broadway/McKnight is a HUD housing development located in the historic Santa Barbara-Martineztown neighborhood. The project scope included the demolition of 30 existing, non-code compliant units on site and the design and construction of 54 new units and a community building on the site. The vision of this project was to create a resilient community of healthy, dignified homes for the residents of the Santa Barbara-Martineztown neighborhood. The new community enhances the historic neighborhood while standing out as its own unique place. It draws inspiration from the surrounding homes by reflecting their context through roof shapes, materials, and the overall scaling of the buildings. The new community embraces the neighborhood by facing outward toward the neighboring homes. This further enhances the urban fabric of the community.

CLIENT CONTACT:
Daniel Foster, Housing Development Director, Albuquerque Housing Authority
505.764.3925

YEAR:
2023

CONSTRUCTION COST:
$14,100,000

DE ANZA MOTOR LODGE

The De Anza Motor Lodge is an iconic hotel along historic Route 66. Granted Landmark status by the City of Albuquerque, the De Anza required a transformation to again act as a gateway to Nob Hill and a beacon along Central Avenue. The design maintained the motor court concept, but the buildings changed from hotel rooms opening inward to the motor court to modern apartments opening outward and activating the surrounding neighborhood. The apartments are energy efficient, have high ceilings, large windows and offer views of the mountains, City, and historic Route 66. The massing, scale, color, tones and textures of the project reflect the historic De Anza Motel.

CLIENT CONTACT:
David Peters
New Vision Real Estate Group,
505.880.8100

YEAR:
2020

CONSTRUCTION COST:
$6,518,400

PUBLIC SAFETY PROJECTS

NEW MEXICO STATE POLICE DISTRICT 7 HEADQUARTERS GLEN HUBER BUILDING

District 7 Headquarters in Espanola, NM is a new State Police facility that replaced an aged and obsolete facility that did not meet the agency's current demands and needs to effectively serve the community. The New Mexico State Police outgrew their previous facility due to an increase of calls and cases in the area served. Also, the former facility did not meet current code or accessibility requirements and it would have been cost prohibitive to update and expand the facility.

The new building provides basic agency support facilities and operates 24 hours a day, 7 days a week on a continuous basis. H+Mdg validated and updated an outdated program to accommodate the needs of the agency in response to a growing and rapidly changing community. The new facility includes administration areas, locker rooms, staff lounge, interview rooms, investigation areas, sally port, booking and holding areas, fitness room and secured parking. Taking cues from the Northern New Mexico culture and aesthetic, the building is comprised of regional materials such as stucco and masonry. The building is situated to take every advantage of solar exposure with high South facing clerestory windows for abundant natural light throughout the facility. Strategic use of natural light and a thoughtful layout provides a secure and collaborative working environment for staff, while simultaneously welcoming the community. The design exemplifies the mission of its occupants which is to serve and protect the community.

CLIENT CONTACT:
Troy Giangola, General Services Director, New Mexico Department Public Safety, 505.469.0391

YEAR:
2020

CONSTRUCTION COST:
$3,117,525

NEW MEXICO STATE POLICE, DISTRICT 1 HEADQUARTERS + FINGERPRINTING

Based on the success of the recently completed D7 Headquarters in Espanola, H+Mdg was given the opportunity to provide a feasibility report to relocate and replace an existing D1 Headquarters on the main campus in Santa Fe, NM. The feasibility report included building location on the current campus, updating an outdated program, the Schematic Design of the building, and the estimated construction cost of the proposed building. The design team provided several studies and helped the users finalize site selection based on criteria such as pedestrian/vehicular traffic flow, security and building orientation. The team utilized BIM (Building Information Modelling) software that provided energy analysis and energy consumption information for each location based on sun and wind orientation. With VR (Virtual Reality) technology, the users were able to engage and provide better feedback throughout the design process. The new building will house functions for District 1 Headquarters and the Fingerprinting Department under a single roof.

CLIENT CONTACT:
Troy Giangola, General Services Director, New Mexico Department of Public Safety, 505.469.0391

YEAR:
2023

CONSTRUCTION COST:
$9,800,000

The design takes advantage of the existing steep site topography allowing functions at two levels to maximize views, privacy and separate access to each level. The retaining elements are also carefully integrated into the building form. The new facility includes administration areas, locker rooms, staff lounge, interview rooms, investigation suite, squad room, sally port, booking and holding areas, as well as secured parking. The comfort, security and safety of the uniformed staff is the key design criteria which is addressed through strategic positioning of the glazing and use of high clerestory windows to bring indirect light and thus provide abundant natural light throughout the building. The streamlined circulation and flexible open layout creates a collaborative environment for the uniformed staff. With careful massing and articulation, the building facade complements the existing campus and provide increased security while simultaneously presenting a visually inviting appearance to the community.

ATTACHMENT A

CITY OF LAS CRUCES

Term Contract for Architectural and Engineering Services
Contract Number 25-26-004

Project Order	Number (#)	**Architect/Engineer:**	
Fee Proposal		**A/E's project manager:**	
Date Requested:			*(to be completed by A/E)*
Notice to Proceed:		**Project Manager e-mail:**	
Date Issued:			*(to be completed by A/E)*

Project Order Title:
Insert title here
Physical address / location here, if applicable

This Project Order, Number (Enter Number), is issued pursuant to the Agreement Between Owner and Architect, dated (Contract Date), between the City of Las Cruces and Hartman + Majewski Design Group, incorporated herein by reference.

Scope of Work:
The scope of work for which Architect's Services are to be performed under this Project Order is generally described as:

-

A/E personnel and sub-consultants:
The A/E staffs the project orders as generally identified by function and/or discipline in the proposal and as specifically listed herein to work on this Project Order. *(to be completed by A/E)*

Schedule:
Number of calendar days required to provide Architect's Basic Services through the completion of construction documents: _____
(to be completed by A/E)

Compensation:
The A/E shall perform all architectural and engineering services required for the completion of this Project Order's scope of work for the basic compensation computed as follows:

For the services as described in the (Scope of Work above, attached document, etc.) _____ ($ _____)
(to be completed by A/E)

For services from the delivery of construction and bid documents to the completion of construction contract administration, a lump sum of _____ ($ _____)
(to be completed by A/E)

or, based on the hourly rates listed in the fee proposal,

a fixed not-to-exceed amount of _____ ($ _____)
(to be completed by A/E)

The basic compensation proposed above shall be subject to negotiation and revision. Any such revision made by the Owner shall be agreed to by the A/E prior to this Proposal Request becoming a Notice to Proceed.

Fee proposal revisions:

Proposed Fee ($)	Revised Fee ($)	Revised by Owner *(date)*	Accepted by A/E *(date)*

Project Order Proposal Submitted By:

Architect/Engineer

By: _____
(signature) *(date)*

Name: _____

Title: _____

Project Order Proposal Accepted By:

Owner

By: _____
(signature) *(date)*

Name: _____

Title: _____

Attachments:

1.
2.
3.

EXHIBIT "J"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of February 2026 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Huitt-Zollars, Inc., of 6501 Americas Parkway NE, Suite 830, Albuquerque, New Mexico, 87110, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
On-call Architectural and Engineering services on an as-needed basis via Project Order (Attachment A) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 25-26-004, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

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

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as outlined in Exhibit A, at an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project(s) that are required by the CITY and it will serve the CITY diligently and

faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2026 for a term of five years through April 30, 2031, for a term of five (5) years.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY, and as agreed to for each project assigned under the terms of this Agreement.

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

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

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

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

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

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

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

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

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

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

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

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

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

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

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

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Sreedevi Bhathala Mohanraj
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Huitt-Zollars, Inc. 6501 Americas Parkway NE, Suite 830 Albuquerque, New Mexico 87110 ATTENTION: Anita Spacagna

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.

HUITT-ZOLLARS, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

for 12/11/2025
City Attorney

EXHIBIT A

A. Project assignment is initiated by the City providing the CONTRACTOR a detailed project description, including scope of work and any other special instructions needed by the CONTRACTOR to provide complete services necessary for carrying out the work presented by the City. The CONTRACTOR shall provide services that may include, but not be limited to, the following:

    1. Pre-Design Services including but not limited to cost estimating, programming, building code reviews, master planning, and feasibility studies
    2. Preliminary and Schematic Design Services
    3. Design Development Services
    4. Construction Documents Services
    5. Design Services may include architectural, civil, structural, mechanical, electrical engineering, plumbing, and landscape architectural services
    6. Construction Contract Procurement (Bidding or Negotiation) Services
    7. Construction Contract Administration Services
    8. Other types of professional services of a nature consistent with the intent of the RFP, i.e. gathering public input, public meetings, Council meetings
    9. Contact authorities having jurisdiction

B. Documents required to be prepared by the CONTRACTOR will vary depending on the scope of work of the individual Project Order; generally, may consist of the following but not limited to:

    1. Pre-Design Services shall consist of a written program, diagrams and drawings containing design objectives, space requirements, space relationships, flexibility and expandability, site and landscaping requirements, and construction cost estimates.
    2. Preliminary and Schematic Design documentation shall consist of conceptual site and building plans, study models, perspective sketches, electronic modeling, or combinations of these media; and construction cost estimates.
    3. Design Development and Construction Documents Services consist of specifications, drawings, and bid documents.
    4. Construction Contract Administration documentation shall consist of copies of field reports, shop drawings, progress photographs, and drawings of record.
    5. Documents prepared by the CONTRACTOR for use by the City shall be delivered in electronic format in an application acceptable to the City; typically, MSWord, Excel, Building Information Modeling (BIM), and Autocad (latest version). Documents specifically for use in bidding the

work of a Project Order shall be delivered to the City in an acceptable Americans with Disabilities Act (ADA) format.

C. The CONTRACTOR shall also be able to provide the services of specific sub-consultants, including but not limited to the following:

1. Landscape Architect
2. Interior Designer
3. Professional Engineers (Civil, Structural, Electrical, Mechanical)
4. Specialized Consultants (e.g. Architectural Programming, Acoustics, Environmental Assessments, LEED certification, Historic Building Preservation / State Historic Preservation Office [SHPO])

City of Las Cruces

Procurement

-, -

700 N. Main Street, Las Cruces, NM 88001

[HUITT-ZOLLARS, INC.] RESPONSE DOCUMENT REPORT

RFP No. 25-26-004

Architectural & Engineering Services

RESPONSE DEADLINE: September 9, 2025 at 4:00 pm

Report Generated: Thursday, November 20, 2025

Huitt-Zollars, Inc. Response

CONTACT INFORMATION

Company:
Huitt-Zollars, Inc.

Email:
aspacagna@huitt-zollars.com

Contact:
Anita Spacagna

Address:
6501 Americas Parkway NE
Suite 830
Albuquerque, NM 87110

Phone:
(505) 883-8114 Ext: 11010

Website:
www.huitt-zollars.com

Submission Date:
Sep 8, 2025 9:03 AM (Mountain Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 22, 2025 5:43 PM by Anita Spacagna

Addendum #2
Confirmed Aug 22, 2025 5:44 PM by Anita Spacagna

Addendum #3
Confirmed Sep 8, 2025 2:02 PM by Anita Spacagna

QUESTIONNAIRE

1. RFP Compliance Declaration*

In compliance with the requirements of this RFP, I offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

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

Confirmed

2. NM Tax & Revenue Dept. CRS

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

02-279106-000

3. Current NM Secretary of State Business ID

Corporations Only

1856301

4. Current CLC Business Registration #

Respondents located in Las Cruces only

N/A

5. Federal I.D. Number *

75-1500178

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

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

TECHNICAL APPROACH

Huitt-Zollars, Inc. has provided design services on numerous on-call contracts over the past ten years. From our experience with on call contracts we have developed a unique approach and understanding of these project types. Typical projects include facility renovations and additions, programming/planning studies and construction phase services. The following outlines our process and technical approach specific to the City's RFP No. 25-26-004:

STUDIES (PROGRAMMING AND PLANNING)

FACILITY PROGRAMS

Programming documents will be developed that addresses the City's space needs, budget constraints and functional requirements. Program documents will be clear and concise to assist the design firm in executing the project design.

CODE REVIEWS

Code analysis will be prepared which address exiting, occupancy requirements, construction types, energy conservation and accessibility design requirements.

PLANNING STUDIES

Planning documents will be prepared to address transportation and utility requirements, zoning and environmental regulations, neighborhood concerns, budget considerations, sector plans and other existing planning documents.

DESIGN ANALYSES/APPROACH

FIELD VERIFICATION OF EXISTING CONDITIONS

Accurate and complete information of existing conditions is critical in developing a successful project design.

COMPATIBILITY WITH BUILDING SYSTEMS

New additions or renovations will be designed to be compatible with existing materials, systems and architectural design.

CO-OCCUPANCY REQUIREMENTS

Renovation/addition projects will be planned and phased to accommodate the ongoing operations and functions.

BUDGET CONSTRAINTS

As most on-call contracts have smaller construction budgets, designs must be simple and cost-effective design solutions. Long-term life cycle costs will also be analyzed as appropriate.

BUILDING STANDARDS

All designs will comply with the City facility standards and design requirements, such as type of finishes, mechanical and electrical equipment system design and manufacturer and compatibility with existing special systems, such as fire alarm, data, etc.

MAJOR TASKS TO BE ACCOMPLISHED*

MAJOR TASKS TO BE PROVIDED

Huitt-Zollars proposes a comprehensive approach to project delivery that encompasses all phases from initial planning through final construction. This includes early stakeholder engagement, detailed programming, phased design development, preparation of construction documents, and oversight during bidding and construction. The objective is to ensure that each project reflects the City's strategic goals, operational requirements, and community priorities while maintaining cost efficiency, regulatory compliance, and design excellence. Through close collaboration with City staff and stakeholders, the Huitt-Zollars Team will tailor each phase to meet the unique needs of the task order, ensuring a transparent, inclusive, and results-driven process.

1. PREDESIGN SCOPING MEETING

Each task order begins with a collaborative scoping meeting involving the City, the Huitt-Zollars Team, and relevant stakeholders. This meeting defines project objectives, identifies potential challenges, and refines the scope to ensure cost-effective development and alignment with City needs.

2. PROGRAMMING PHASE

Huitt-Zollars will partner closely with the City to develop a tailored program that supports both immediate and long-term goals. This phase includes data collection (e.g., surveys, geotechnical data, existing plans), facility programming, and integration of user requirements and community concerns.

3. DESIGN PHASE

- *Schematic Design*: Preliminary design documents are created, including site plans, building layouts, system proposals, and initial cost estimates. Alternative solutions and presentations to stakeholders may be conducted.
- *Design Development*: Refined design documents are prepared, detailing mechanical and electrical systems, specifications, and updated cost estimates. Quality assurance and committee reviews are performed.
- *Construction Documents*: Final design documents are completed, including detailed drawings, specifications, and cost breakdowns. Documents are submitted for City approval and permitting, with support provided for regulatory compliance.

4. CONSTRUCTION PHASE

- *Bidding*: Huitt-Zollars will assist in bid clarification, bid opening, and tabulation.
- *Construction Oversight*: Periodic inspections are conducted to ensure adherence to design and schedule. Support is provided during commissioning, including a training video for system operations and maintenance.

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

PREDESIGN SCOPING MEETING

For each task order, we propose to organize and conduct a scoping meeting with the City, the Huitt-Zollars Team, and other appropriate stakeholders as each project will dictate. The purpose of the scoping meeting is to bring together all parties, present the

proposed project, and discuss the issues and opportunities. Up-front discussion of the project allows collaboration of issues so that the most cost-effective means of project development can be achieved. It also allows participation in the process by City staff, supervisors and others who may be aware of problem areas in the project that could affect its successful outcome. The product of the scoping meeting is an updated project scope that reflects the needs of the City, with as many issues and opportunities identified as is possible. With the scope well-defined, a realistic proposal and schedule can be submitted to achieve the project goals.

PROGRAMMING

We work extremely close with our clients during the programming process in order to develop a program that will fulfill both immediate and long-term strategic goals. Throughout the programming process we work to organize ourselves around our clients, partnering with them and aligning our work with their values. We recognize how much our clients know about their needs and operations. It is important to point out that we do not deliver pre-determined solutions, but rather, tailor our methods and tools in a partnership with the City in order to customize the planning and programming process.

- Information/Data Gathering
- As Built Conditions
- Survey Information
- Geotechnical Data
- Existing Master Plans / Planning Documents
- Develop Facility Program
- User Requirements (staff and participants)
- City of Albuquerque Building Standards
- Issues and Concerns from the Community

DESIGN PHASE

SCHEMATIC DESIGN

Huitt-Zollars will prepare the preliminary design documents for the specific task order based on the information and research done in the programming phase. The drawings will include plans, details and notes that will describe the proposed construction and systems to be installed. A preliminary layout of building, site plan, and proposed building systems will also be included. A preliminary cost estimate of the project will also be prepared.

- Develop and Test Alternative Design Solutions
- Design Options
- Design Presentation to City Council or Neighborhood Associations (if required)
- Develop Preliminary Construction Cost Estimate

DESIGN DEVELOPMENT

Huitt-Zollars will prepare the preliminary design development documents for the project based on the approved design of the schematic design phase. The drawings will include plans, details and notes that will describe the proposed construction and systems to be installed. A preliminary layout of the mechanical and electrical system will also be included. Outline specifications of all components of the project will also be prepared.

- Refinement of Design Solutions
- Establish Site and Building Systems
- Refine Three Dimensional Studies
- Finalize Site Plan and Floor Plans
- Public/Neighborhood Presentation (as required)
- Conduct Value Engineering Study (as required)
- Refine Construction Cost Estimate
- Quality Assurance Review

Huitt-Zollars' quality assurance review will be conducted to ensure all required information and details are included in the documents

- Committee Review
- Huitt-Zollars will submit the design documents to the building committee for approval

CONSTRUCTION DOCUMENT PHASE

Huitt-Zollars will prepare the final design documents for the project based on the approved design development documents. The drawings will describe in detail the proposed construction and building systems to be completed. A detailed layout of all building systems will be included. Specifications of all components of the project will also be prepared. Huitt-Zollars will prepare a detailed estimate with detailed breakdown of all material, labor and equipment needed for the project. Alternate bid items, if required, will be included. Huitt-Zollars will resubmit final design documents to the City for final approval. Additionally, the plans will be submitted to the appropriate permitting agency for a building permit. Our team will be available to answer all code and regulatory issues that may arise from the permit review.

- Bid Documents
- Construction Drawings
- Specifications
- Detailed Cost Estimate
- QA / Constructability Review
- Submit Bid Documents to City for Review
- Building Permit per City of Las Cruces requirements
- City Legal Department (if required)
- Refine Final Construction Cost Estimate

CONSTRUCTION PHASE

BIDDING

Huitt-Zollars will provide clarification to bidders and will assist the City in obtaining bids, conducting the bid opening and preparing a bid tabulation.

CONSTRUCTION

Huitt-Zollars will perform periodic inspection of the project to ensure the City that the construction is progressing on schedule and in accordance with the design documents. We will provide design assistance during the commissioning phase to ensure that all systems are performing properly. An instructional video of the system operations will be provided to the City to assist in future maintenance and system operation training.

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

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

Joseph Gallegos, *AIA, LEED AP BD+C* | Principal-in-Charge & Quality Manager | 5%

Joe is experienced in managing similar On-Call contracts for numerous municipalities across the state. Joe's commitment to client service and client partnership are evident in the way he listens and responds to clients' needs, guides clients in building capacity, collaboratively works to overcome challenges, and ultimately makes the client's architectural dreams a reality.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS

- 25 years of architectural and planning experience
- 2000/MA Architecture – The University of New Mexico
- 1987/BA in Architecture – The University of New Mexico
- Registered Architect: New Mexico #3977

RELEVANT PROJECTS

- NMSU Corbett Center Dining Renovations | Las Cruces, NM
- Desert Hills ES (LCPS) | Las Cruces, NM
- UNM Art Museum Expansion | Albuquerque, NM

- On-Call: UNM Parish Library Workstations | Albuquerque, NM
- Ft. Stanton Museum (Historical Restoration) | Fort Stanton, NM
- Indian Village - NM State Fair (Historical Restoration) | Albuquerque, NM
- On-Call: City of Gallup Public Safety Building | Gallup, NM
- On-Call: City of Gallup Public Library | Gallup, NM
- On-Call: Clovis Municipal School District | Clovis, NM
- State of NM General On-Call A&E Services | Santa Fe, NM

John Jarrard, *AIA, LEED AP* | Project Manager | 40%

The Huitt-Zollars team will be organized to support the leading efforts of our Project Manager, John Jarrard, *AIA, LEED AP*, who is Vice President of our Albuquerque Office. He will be the focal point for correspondence and will disseminate information to all team members. He will manage and delegate for all task orders accordingly. John has over 40 years of experience in facility design and project management. He is experienced in several management softwares and utilizes this knowledge in directing and coordinating project resources, project personnel, submittals, and schedules. John is especially familiar with the City's processes and protocols having managed or assisted in the design of several recent City of Las Cruces projects.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS

- 43 years of architectural experience
- 1974/BA, Architecture – The University of New Mexico
- Registered Architect: New Mexico #1658

RELEVANT PROJECTS

- City of Las Cruces, Children's Museum Design | Las Cruces, NM
- City of Las Cruces, Peregrinos Food Bank Project | Las Cruces, NM

- City of Las Cruces, El Caldito Kitchen & Training Facility for Mesilla Valley Community of Hope | Las Cruces, NM
- City of Las Cruces, Mesilla Valley Community of Hope Master Plan & Management | Las Cruces, NM
- On-Call: City of Las Cruces Downtown Parking Garage & Municipal Courthouse | Las Cruces, NM
- On-Call: City of Las Cruces Data Center | Las Cruces, NM
- On-Call: State of NM Artesia Oil Conservation Office Building | Artesia, NM
- Mesilla Valley Transit Center | Las Cruces, NM
- Utilities Board Room | Las Cruces, NM
- Fleet Maintenance Complex Master Plan | Las Cruces, NM
- EPISD Administration Building Downtown | El Paso, TX
- NMSU Corbett Center Dining Services Renovations | Las Cruces, NM
- NMSU On-Call for A&E Services 2016-2020 | Las Cruces, NM
- NMSU Dan Williams Hall Renovation | Las Cruces, NM
- NMSU On-Call Fume Hoods - Chemistry & Gerald Thomas Halls | Las Cruces, NM
- NMSU Space Utilization Study | Las Cruces, NM

Larry McDonald, *AIA, NCARB, LEED AP BD+C* | Project Architect | 30%

Larry brings valuable insight and project experience for both renovation and new institutional facilities. Clients benefit from his strong project team coordination and communication skills. His project goal is creating functional spaces that enlighten and empower the user. He strives to reach that goal by keeping a careful eye on aligning project quality, schedule, and cost relationships to project needs.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS

- 24 Years of architectural and planning experience
- 2000/Master of Arts, Architecture – University of New Mexico
- 1994/BA of Arts – University of New Mexico
- Registered Architect: New Mexico #4238

RELEVANT PROJECTS

- Desert Hills ES (LCPS) | Las Cruces, NM
- UNM Zimmerman Library Partition Wall | Albuquerque, NM
- UNM New Hospital Program Mgmt. | Albuquerque, NM
- On-Call: Las Cruces Downtown Parking Garage | Las Cruces, NM
- On-Call: City of Gallup Public Safety Building | Gallup, NM
- On-Call: Clovis Municipal School District | Clovis, NM
- On-Call: UNM Popejoy Dressing Room | Albuquerque, NM
- On-Call: State of NM Oil Conservation Office Bldg | Artesia, NM

José Zelaya, *AIA, NCARB* | Planning/Programming | 30%

José is particularly skilled at the design of public buildings with an emphasis in education and civic uses, as catalysts for urban transformation and economic vitality. He understands that urban design and the architecture of buildings have the potential to impact campuses for generations. José is a professor of Architecture at the University of New Mexico and the co-author of The Plazas of New Mexico.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS

- 24 years of architectural and urban planning experience

- 2002/MA, Architecture – The University of New Mexico
- 1996/Post Grad. Urban Env. Planning – IHS, The Netherlands
- 1992/MA Architecture – National University of Honduras
- Registered Architect: New Mexico #4370

RELEVANT PROJECTS

- On-Call: Las Cruces Downtown Parking Garage | Las Cruces, NM
- On-Call: UNM KNME Elevator | Albuquerque, NM
- On-Call: UNM Popejoy Dressing Room | Albuquerque, NM
- UNM Gallup - Calvin Hall Walkway | Gallup, NM
- On-Call: UNM Parish Library Workstations | Albuquerque, NM
- UNM Zimmerman Library Partition Wall | Albuquerque, NM
- UNM Radiology/Oncology Lab Exp. Project | Albuquerque, NM
- On-Call: City of Gallup Public Safety Building | Gallup, NM
- On-Call: City of Gallup Public Library | Gallup, NM
- City of Artesia Aquatic Center | Artesia, NM

Diego Santistevan | CADD Production | 30%

Diego has more than 30 years of professional experience in all aspects of architectural practice including as-built measurement and documentation, conceptual and schematic design, design development, detail design space planning, product research, construction documents, specifications, and construction observation and administration.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS

- 30 years of architectural practice experience
- 1988/Architectural Drafting – The University of New Mexico

RELEVANT PROJECTS

- COA: Central & Unser Transit Exp. | Albuquerque, NM
- COA: Fueling Facility - Pino Yards & Eastside | Albuquerque, NM
- On-Call: City of Las Cruces Data Center | Las Cruces, NM
- On-Call: Las Cruces Food Warehouse | Las Cruces, NM
- On-Call: Santa Fe Southside Transit Center | Santa Fe, NM
- On-Call: Artesia Oil Conservation Office Bldg. | Artesia, NM
- Ft. Stanton Museum (Historical Restoration) | Fort Stanton, NM
- Indian Village - NM State Fair (Historical Restoration) | Albuquerque, NM

Nicole Shadoan, *RID, NCIDQ, NOMA* | 15%

Nicole is a Registered Interior Designer in the state of New Mexico and a recent addition to the Huitt-Zollars team based in our Albuquerque office. Her knowledge of interior design in the AEC industry encompasses 9 years. As an integral part of our Institutional group she has already perfromed work on a few different facilities in the state of New Mexico.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS

- 9 Years of interior design experience
- 2017/BS, Interior Design – Sanford-Brown College
- Registered Interior Designer: Texas #10641

RELEVANT PROJECTS

- CMS Sunset Elementary School| Carlsbad, NM
- Sandia Pueblo Health Center Design | Bernalillo, NM
- Taos Pueblo Senior Day Care Facility | Taos, NM

Jarret Pearl, *NCARB, LEED AP BD+C* | 15%

Drawing from an education in both architecture and biology, Jerret focuses on human health and ecological services in the built environment. His substantial professional experience supports successful evaluation of project requirements and organizational policies that support compliance with green code and third party rating systems. His services help project teams evaluate costs and benefits as well as synergies to accurately communicate the value of sustainable design solution.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS

- 25 Years of LEED and sustainability experience
- 1994/BA, Architecture – Catholic University of America
- 2017/MA, Biomimicry – Arizona State University
- 2018/Building Enclosure Commissioning Process – University of Wisconsin

RELEVANT PROJECTS

- Las Cruces Water Quality Lab | Las Cruces, NM
- Animal Services Center of the Mesilla Valley | Las Cruces, NM
- El Paso County Youth Services Center | El Paso, TX
- El Paso County 911 Facility | El Paso, TX
- Sun Metro Far East Transfer Station | El Paso, TX
- CABQ LEED for Cities Certification | Albuquerque, NM

- Bernalillo County Gov. Sustainability Program | Albuquerque, NM
- ABCWUA Pino Yards Facility | Albuquerque, NM

George Radnovich, *RLA, ASLA* | 15%

George founded Sites Southwest on the precept that a firm with combined planning, landscape architecture and environmental services can provide more integrated strategies that in turn offer greater project understandings. George's portfolio of skills with public agency projects offers clients a broad spectrum of expertise for planning and design. He has assisted museums, educational institutions, and other public and private clients with a keen understanding of client needs and an intuitive sense of what works.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS

- 44 Years of landscape architecture experience
- 1975/BA, Architecture – University of New Mexico
- Registered Landscape Architect: New Mexico #92

RELEVANT PROJECTS

- City On-Call Landscape Architectural | Las Cruces, NM
- East Mesa Sports Complex | Las Cruces, NM
- Highland Community Park | Las Cruces, NM
- Klein Park (Historical Restoration) | Las Cruces, NM
- Pioneer Women's Park (Historical Restoration) | Las Cruces, NM
- Las Cruces Federal Courthouse | Las Cruces, NM
- East Lohman Development Plan | Las Cruces, NM
- NMSU On-Call AE | Las Cruces, NM

- Las Cruces Downtown Revitalization | Las Cruces, NM
- Burn Lake | Las Cruces, NM
- City Hall | Las Cruces, NM

Patrick Sedillo, *PE, FPE* | Mechanical Engineer | 15%

Patrick is a Registered Mechanical Engineer in multiple states as well as a Project Manager with 55 years of consulting Engineering experience. Systems he has designed include HVAC and Plumbing design, energy conservation and management, facility management support, and mechanical facility analysis. Areas of expertise include HVAC system equipment selection, central cooling and heating plant design, laboratory ventilation design, large commercial kitchen HVAC design, energy management systems, facility planning, facility management, indoor air quality, and more.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS

- 38 Years of mechanical engineering experience
- 1983/BS, Mechanical Engineering – Texas A&M University
- Professional Engineer: New Mexico #6378

RELEVANT PROJECTS

- Energy Management Systems; Madison Middle School, Polk Middle School, Washington Middle School, Marie Hughs Elementary School, and Lincoln Middle School | Albuquerque, NM
- Energy Management System, Siemens Manufacturing Plant, Albuquerque, New Mexico Energy Audit, Santa Fe Indian School | Santa Fe, NM
- Energy Audit, Rehoboth Christian School | Rehoboth, NM
- Facility Evaluation, Santa Fe Indian School | Santa Fe, NM
- Facility Evaluation, Albuquerque Technical-Vocational Institute | Albuquerque, NM

- Planning Facility Management Programming, Albuquerque Technical-Vocational Institute | Albuquerque, NM

Fred Telck, *PE* | Electrical Engineer | 15%

Fred has been involved in the design of a wide variety of projects, including projects for educational facilities, government agencies, commercial, institutional, and work in the private sector. These projects have involved the design of power distribution, renovation/rehabilitation, lighting, and special systems such as UPS, fire and intrusion alarm systems. He has invaluable experience in designing electrical systems and other related special systems including tele-communications, computer power distribution systems, and specialty systems.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS

- 48 Years of electrical engineering experience
- 1971/BS, Electrical Engineering – University of New Mexico
- Professional Engineer – New Mexico #6297

RELEVANT PROJECTS

- NMSU Open-End Contract | Las Cruces, NM
- COA, Open-End Contract | Albuquerque, NM
- APS Open-End Contract | Albuquerque, NM
- Sandia National Labs Open-End Contract | Albuquerque, NM
- Century Link Open-End Contract | Statewide, NM
- UNM Open-End Contract | Albuquerque, NM
- NMHU Open-End Contract | Las Vegas, NM
- Luna County Courthouse Renovation | Deming, NM

Scott Eddings, *PE* | Civil Engineer | 15%

Scott has 35 years of design and management experience on a wide range of transportation and public works projects. He has been responsible for projects involving land development, water facilities, roadways, intersections, highways, and utility systems while offering a strong background in project entitlements. His in-depth knowledge of the planning process makes it possible for him to effectively communicate clearly with Owners, planners, engineers, and designers throughout the project life.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS

- 35 Years of civil engineering experience
- 1994/MS in Civil Engineering – University of New Mexico
- 1990/BS in Civil Engineering – University of New Mexico
- Professional Engineer: New Mexico #12856

RELEVANT PROJECTS

- NMDOT Patrol Yard | Las Vegas NM
- NMDOT Port of Entry | Raton, NM
- City of Albuquerque Unser Blvd Expansion, Central to I-40 (NMDOT Funded) | Albuquerque, NM
- City of Albuquerque Unser Transit Center | Albuquerque, NM
- NM 585 Widening | Taos, NM
- Monterrey Elementary School (RISD) | Roswell, NM
- Parkview Early Literacy Center (RISD) | Roswell, NM
- Zuni Wellness Center Phase II | Zuni, NM
- Fort Stanton Veterans Cemetery | Fort Stanton, NM
- 7 Bar Park & Ride, City of Albuquerque Transit Department | Albuquerque, NM

- New Mexico State Police District Six Headquarters | Gallup, NM

James Harris, *PLS* | Survey | 15%

James is a licensed Professional Land Surveyor with over eight years of experience in the surveying industry. He has played a key role in a variety of projects throughout New Mexico, including work in Rio Rancho, Albuquerque, Zuni, Gallup, and Sandoval County. His expertise spans boundary surveys, topographic mapping, and construction staking, contributing to the successful delivery of infrastructure and development initiatives across the region.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS

- 8 Years of survey experience
- 2022/BS in Surveying & Mapping – East Tennessee State University
- Professional Land Surveyor: New Mexico #30537

RELEVANT PROJECTS

- Pueblo of Sandia Water Storage Tank | Pueblo of Sandia, NM
- Sandoval County Road 11 Bridge Replacements | Cuba, NM
- Lift Station 22 Sewer Force Main Expansion | Rio Rancho, NM
- City of Gallup Regional Animal Shelter | Gallup, NM
- Bosque Cohousing Development | Albuquerque, NM
- Southern Blvd Phase 2 Survey and Drainage | Rio Rancho, NM
- Mesa Del Sol, Bobby Foster Road Improvements | Albuquerque, NM
- Unser Boulevard Widening | Rio Rancho, NM
- Ladera Dam 5 Diversion | Albuquerque, NM

- Paseo Del Vulcan Expansion | Rio Rancho, NM

Heather Parmeter | Environmental | 15%

Heather has nearly 25 years of experience providing environmental services and project management in New Mexico and the southwestern U.S. She manages CWA, NEPA, and ESA compliance processes for projects involving municipal improvement, stormwater and water infrastructure, energy/renewables, utilities, development, and transportation.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS

- 25 Years of environmental experience
- 2004/MS, Biology – University of New Mexico
- 1999/BS, Biology – University of New Mexico

RELEVANT PROJECTS

- Village of Los Lunas; biological evaluations and CWA permitting | NM
- City of Albuquerque; roadway improvement assistance | Albuquerque, NM
- Pueblo of Zia; NEPA assistance | Pueblo of Zia, NM
- City of Albuquerque; environmental compliance assistance and scoping | Albuquerque, NM
- City of Belen; environmental assistance | City of Belen, NM
- SunShare Solar, LLC; deliverables management | Multiple Locations, NM
- Public Service Company of New Mexico (PNM); powerline renewals | San Felipe and Santa Ana NM
- New Mexico Gas Company; pipeline permitting assistance | Bernalillo and Santa Fe Counties, NM

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

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

Joseph Gallegos is responsible for, and in charge of the Administration of the Contract for the firm.

Joseph Gallegos, *AIA, LEED AP BD+C* | Principal-in-Charge & Quality Manager

- Registered Architect: New Mexico #3977
- Address: 6501 Americas Parkway NE, Suite 830, Albuquerque, NM 87110
- Phone Number: 505.883.8114 Ext. 11017

LIST OF SUBCONTRACTORS, INCLUDING ADDRESSES, QUALIFICATIONS & AREAS OF RESPONSIBILITY

- Huitt-Zollars, Inc: 6501 Americas Parkway NE, Suite 830, Albuquerque, NM, 87110 | Prime
- AC Engineering Enterprises, LLC: 120 Aliso Drive, SE, Albuquerque, NM 87108 | Electrical Engineering
- Arsed Engineering Group, LLC: 4700 Lincoln Road NE, Albuquerque, NM 87109 | Mechanical Engineering
- Barr Engineering Co: 320 Osuna Road NE, Suite C-1, Albuquerque, NM 87107 | Environmental
- JD Pearl, LLC: 2711 Santa Clara Avenue SE, Albuquerque, NM 87106 | LEED & Sustainability
- Sites Southwest: 1700 Central SW, Suite B, Albuquerque, NM 87104 | Landscape Architecture

LOCATION(S) OF OFFICE(S) *
Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

With all of our consultants being local, 100% of the design work for this contract will be produced in New Mexico by New Mexico businesses, and 100% of each firms' work will be done in the following office locations.

- Huitt-Zollars, Inc: 6501 Americas Parkway NE, Suite 830, Albuquerque, NM, 87110 | Prime
- AC Engineering Enterprises, LLC: 120 Aliso Drive, SE, Albuquerque, NM 87108 | Electrical Engineering
- Arsed Engineering Group, LLC: 4700 Lincoln Road NE, Albuquerque, NM 87109 | Mechanical Engineering

- **Barr Engineering Co:** 320 Osuna Road NE, Suite C-1, Albuquerque, NM 87107 | Environmental
- **JD Pearl, LLC:** 2711 Santa Clara Avenue SE, Albuquerque, NM 87106 | LEED & Sustainability
- **Sites Southwest:** 1700 Central SW, Suite B, Albuquerque, NM 87104 | Landscape Architecture

PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK *
Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.

The Huitt-Zollars team will be organized to support the leading efforts of our Project Manager, John Jarrard, *AIA, LEED AP*, who is Vice President of our Albuquerque Office. He will be the focal point for correspondence and will disseminate information to all team members. He will manage and delegate for all task orders accordingly.

John Jarrard, *AIA, LEED AP* | Project Manager

- **Registered Architect:** New Mexico #1658
- **Address:** 6501 Americas Parkway NE, Suite 830, Albuquerque, NM 87110
- **Phone Number:** 505.883.8114 Ext. 11004

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

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

8.1_Performance_of_the_Firm_Huitt-Zollars_City_of_Las_Cruces_RFP_#25-26-004.pdf
Full_SOQ_Huitt-Zollars_City_of_Las_Cruces_RFP_#25-26-004.pdf

PRICE TABLES

COST MATRIX ONE

Delivered Services

Line Item	Description	Fee	Percentage
1	Services up to and including the completion of Design Development; including the delivery of Design Development documents.	Not to exceed % of the estimated cost of construction	30%
2	Services from the completion of Design Development up to and including the completion of construction documents; including the delivery of specifications, drawings and bid documents.	Not to exceed % of the estimated cost of construction	50%
3	Services from the delivery of construction and bid documents up to and including the completion of construction contract administration; including the delivery of contract closeout documents.	Not to exceed % of the estimated cost of construction	20%

COST MATRIX TWO

Project Assignment

Line Item	Description	Unit of Measure	Unit Cost
1	Principal-In-Charge	Hourly Rate	$295.00
2	Project Architect / Project Engineer	Hourly Rate	$280.00
3	Architect	Hourly Rate	$200.00
4	Engineer (Structural, Mechanical, Electrical, Civil)	Hourly Rate	$250.00
5	Landscape Architect	Hourly Rate	$125.00

Line Item	Description	Unit of Measure	Unit Cost
6	Interior Designer	Hourly Rate	$150.00
7	Cost Estimator	Hourly Rate	$0.00
8	Drafter	Hourly Rate	$150.00
9	Specification Writer	Hourly Rate	$135.00
10	Administration / Clerical	Hourly Rate	$125.00

COST MATRIX TWO CONT.

Project Assignment - Please list the position title and hourly rate for any other staff positions that are not included in the previous table.

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
1	Other (List)	Hourly Rate	N/A	$0.00
2	Other (List)	Hourly Rate	N/A	$0.00
3	Other (List)	Hourly Rate	N/A	$0.00
4	Other (List)	Hourly Rate	N/A	$0.00
5	Other (List)	Hourly Rate	N/A	$0.00
6	Other (List)	Hourly Rate	N/A	$0.00
7	Other (List)	Hourly Rate	N/A	$0.00
8	Other (List)	Hourly Rate	N/A	$0.00

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
9	Other (List)	Hourly Rate	N/A	$0.00
10	Other (List)	Hourly Rate	N/A	$0.00

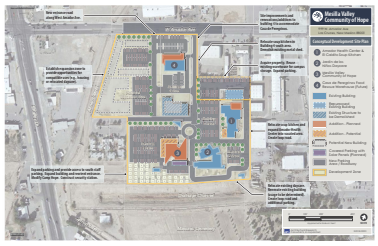
III. PERFORMANCE OF THE FIRM

CHILDREN'S MUSEUM – *Las Cruces, NM*

Huitt-Zollars recently completed the schematic design for the City of Las Cruces Children's' Museum. The design services included the programming and schematic design services for this new 29,000 SF Children's Museum. This included informational gathering, functional requirements, and descriptions of each space, including exhibit areas, exhibit shop, classrooms, museum, administrative/office areas and other related support spaces. Based on the approved program requirements, the schematic design documents were prepared including site plan, floor plan and elevations. A preliminary cost estimate was included in the deliverables.

CONTACT:
City of Las Cruces | Sreedevi B. Mohanraj, Project Manager | 575.541.2538

MESILLA VALLEY COMMUNITY OF HOPE MASTER PLAN – *Las Cruces, NM*



Huitt-Zollars provided master planning services for the long-range development plan for the Mesilla Valley Community of Hope campus. The MVCOH is a highly successful nonprofit development to provide support services for the homeless or near homeless population in Las Cruces, including medical, nutritional, and counseling services. Due to the increased demand for the services, an expansion of the campus is necessary. Phase One development will include the CDP Food Resue Facility and a community kitchen. Other planned developments include low-income housing and expansion of the medical services. Future planned development may include a new child care facility, food services expansion, additional parking areas and temporary housing.

CONTACT:
City of Las Cruces | Sreedevi B. Mohanraj, Project Manager | 575.541.2000

MESILLA VALLEY EL CALDITO KITCHEN & TRAINING FACILITY – *Las Cruces, NM*

Huitt-Zollars is providing architectural and engineering design services for the El Caldito Soup Kitchen and the MVCOH Community Kitchen. The scope of services includes preliminary design, design development, construction documents and construction phase services for the new 18,000 SF facility. The two kitchens will be located south of the new Casa de Peregrinos Food Rescue facility on the site of an abandoned warehouse building to be demolished under this project. This new facility will include food preparation areas, serving areas, and food service training areas to serve the Mesilla Valley Community of Hope patrons.

CONTACT:
City of Las Cruces | Sreedevi B. Mohanraj, Project Manager | 575.541.2000

PEREGRINO'S FOOD BANK – *Las Cruces, NM*

Huitt-Zollars with the design of the new Peregrino's food warehouse, which will help the program alleviate hunger in the Doña Ana Community through the acquisition and distribution of nutritious food. The new building will feature a larger lobby with room for double the seating, and a demonstration kitchen. It also includes new reception, offices, mezzanine, conference rooms, staff restrooms, and public restrooms. The building will also have ample functional areas dedicated to cleaning, dry storage, repacking, and is complete with stainless steel work surfaces, sinks, and several refrigerators and freezers. Importance was given to the design on inclusion of access/dock receiving capabilities with easy access and exit areas for large truck deliveries.

CONTACT:
City of Las Cruces | Sreedevi B. Mohanraj, Project Manager | 575.541.2000

INTERMODAL TRANSIT FACILITY – *Las Cruces, NM*

Huitt-Zollars provided the architectural and engineering design services for the Las Cruces Intermodal Facility located in downtown Las Cruces. The project provides transfer and ticketing operations for the Road Runner Transit Service, Greyhound Bus Service, and NMDOT Park and Ride service. The project included a terminal facility with passenger lobby, ticket counters, and support spaces, including restrooms and waiting room. The Las Cruces Transit Department is locating their operational function in the terminal building as well, including offices, driver's break room, training rooms, and related support areas. The 1.6-acre site includes long term and short term parking, 12 saw-tooth bus berths for transit buses, and intercity buses.

CONTACT:
City of Las Cruces | Sreedevi B. Mohanraj, Project Manager | 575.541.2000

DOWNTOWN GARAGE & PARKING – *Las Cruces, NM*

The City of Las Cruces recently commissioned Huitt-Zollars to provide the design documents for a new Downtown Parking Garage and Municipal Courthouse under their existing On-Call Agreement. Huitt-Zollars developed several conceptual designs for a 400-space parking structure, including ground floor retail. Ramp and floor design options were provided to assess the optimal design solution. The Municipal Courthouse will be designed to be integrated with the parking garage and will replace the 100-year existing Municipal Courthouse (the old former Federal Courthouse). The project will include secure public lobby, two courtrooms, Judges Chambers and other related administration and support areas. The final report was completed by the end of year 2020.

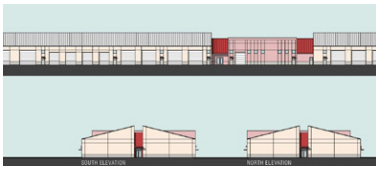
CONTACT:
City of Las Cruces | Sreedevi B. Mohanraj, Project Manager | 575.541.2000

DATA CENTER RENOVATION – *Las Cruces, NM*

Huitt-Zollars completed upgrades to the City of Las Cruces Data Center (DC). The project provided essential mechanical and electrical upgrades to maintain 24/7 operations for this critical facility. Upgrades included four new CRAC units to achieve N+1 redundancy, new reverse osmosis chilled water, and new chemical agent fire protection system. The DC was designed to allow continuous operation of the facility during construction. Additionally, the DC is located within the City's IT Department in City Hall requiring the work had to be phased to allow demolition and new construction during off hours and weekends. The project was constructed with no change orders and within the budget established for the project.

CONTACT:
City of Las Cruces | Tom Reynolds | 575.528.3229

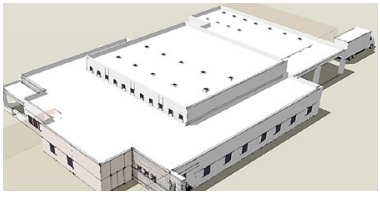
FLEET MAINTENANCE FACILITY – *Las Cruces, NM*



Huitt-Zollars provided design services for the construction of a 10,000 SF pre-engineered metal building to house the maintenance crew and operations for the solid waste vehicles and equipment. The building contains: crew/break area for employees; parts room; men and women toilet/shower/locker area; 4 maintenance bays with 20-ft eave height. There is also vehicle parking for refuse and support vehicles.

CONTACT:
N/A

MEALS ON WHEELS CENTRAL KITCHEN – *Las Cruces, NM*



The City of Las Cruces Senior Programs Department administers the Meals on Wheels Program for the senior citizens of Las Cruces. The project anticipated the growth of the City's Baby Boomer generation and influx of retirees. The central facility provides over 1,000 meals per week for the city of Las Cruces Senior Programs Department. The two phase project included staff offices, a central kitchen, a commons area, kitchen storage expansion, senior programs administration, and in-home staff offices.

CONTACT:
City of Las Cruces | David Dollahon | 575.541.2000

UTILITIES BOARD ROOM ADDITION – *Las Cruces, NM*

Huitt-Zollars provided the design and construction phase services for the 3,800 SF Board Room Addition to the Utilities Building for the City of Las Cruces. The project included state-of-the-art audio visual capabilities, acoustical treatment to ensure quality of the presentations within the room, a small conference room, a large training room, and a common lobby which doubles as display and overflow space for public meetings. The addition was designed to complement the existing building, yet is distinguished from the existing architecture to reflect the functions of the new areas.

CONTACT:
City of Las Cruces | Sreedevi B. Mohanraj, Project Manager | 575.541.2000

NMSU ON-CALL PROJECTS – *Las Cruces, NM*

Huitt-Zollars has provided design services to the New Mexico State University (NMSU) under On-Call contracts for the past two decades. The projects have limited scope which include facility master plans, building renovations, additions, building assessments, site improvements and other similar project types. Specific projects include: Williams Hall vestibule design/renovations, Fume Hoods for Gerald Thomas and Chemistry Halls, and a campus wide Space Utilization Study for the University's main campus. This study also compared data for peer Universities to further establish a benchmark for the campus.

CLIENT CONTACT:
N/A Various

OIL CONSERVATION DIVISION FIELD OFFICE

– Las Cruces, NM

The new 12,000 SF Oil Conservation Division Field Office (OCD) will provide office and support space for the OCD operations in Artesia, NM. The building will include both private and open office space, conference rooms, and support space. The design of the building reflects the architecture of the area and the owner's request for a simple and maintainable facility that will provide for both current needs as well as allow for future expansion as the needs change. The design provides abundant natural light, in all areas to help reduce the lighting demands. The sloped roof design provides positive drainage as well as open and dynamic office areas in the facility. Site improvements include secured government parking, electrical charging stations, and xeriscape plantings. The project's estimated completion of construction is in Spring of 2021.

CONTACT:
State of New Mexico | Deniz Berdine, Facility Management Division | 505.570.7249

CITY OF GALLUP A&E ON-CALL – *Las Cruces, NM*

In 2016, Huitt-Zollars was selected for On-Call services for the City of Gallup. Since then, we have completed, or are in the process of completing close to 20 task order projects for the City of Gallup under this contract. Projects include services for: Oliva Park, Customer Service Center, Hasler Valley Road SW Facility, Red Rocks Park, Fitness Center, El Morrow Theater, New Regional Recreation Center, Regional Animal Shelter, Gallup Public Library, Regional Senior Center, Public Safety & Municipal Building, City Hall HVAC Replacement, and a Vehicle Shop Exhaust System.

CONTACT:
City of Gallup | C.B. Strain, Planning & Development Director | 505.863.1244 ext. 11244

SERVICES

The chart shown here summarizes the Services HZ has provided for the projects listed in this section of the proposal.

	Project Requirements				Design Requirements					Owner Requirments				
	City of LC On Call Contrct	Cost Estimating	Renovation / Addition	Co Occupancy Requirements	Master Planning / programming	Schematic Design	Design Development	Constrcution Documents	Construction Administration	Public Presentations	City of Las Cruces Proejct	Sustainablity Design	Design Review Meetings	Owner's Buidling Standards / Criteria
Las Cruces Childrens Museum	■	■			■	■				■	■	■	■	■
CDP Food Resue Facility	■	■			■	■	■	■	■	■	■	■	■	■
MVCOH Master Plan	■	■			■	■				■	■	■	■	■
MVCOH Kitchens	■	■			■	■	■	■	■	■	■		■	■
LC Parking Garage & Courthouse	■	■		■	■					■	■		■	■
LC Data Center Renovation	■	■	■	■		■	■	■	■		■		■	■
LC Fleet Maintenance Facility	■	■	■		■	■				■	■			■
LC Meals On Wheels Central Kitchen	■	■	■	■	■	■				■	■		■	■
LC Utilities Board Room Renovations	■	■	■	■	■	■	■	■	■	■	■		■	■
NMSU On-Call Projects		■	■	■		■	■	■	■				■	■
Artesia Oil Conservation Field Office		■				■	■	■		■		■	■	■
City of Gallup On-Call Projects		■	■	■	■	■	■	■	■	■		■	■	■

CITY OF LAS CRUCES

Request for Proposals
Architectural & Engineering Services

RFP # 25-26-004

SEPTEMBER 09, 2025

HUITT ZOLLARS

HUITT HZ ZOLLARS
CELEBRATING OUR 50TH ANNIVERSARY

Point of Contact:
John Jarrard, *AIA, LEED AP*
(505) 883-8114 Ext. 11004
jjarrard@huitt-zollars.com

September 09, 2025

City of Las Cruces
Attn: Bid Clerk
700 N. Main
Las Cruces, NM 88001

RE: City of Las Cruces Architectural & Engineering Services RFP No.: 25-26-004

Dear Selection Committee Members:
Huitt-Zollars (HZ) has the wide-ranging experience with these types of on-call tasks and is eager to demonstrate our commitment and design capability to the City of Las Cruces, NM. Our qualifications are presented in the following sections of this proposal and summarized below:

On-Call Design Experience

We have provided numerous design services under on-call contracts for over 10 years for the City of Las Cruces. Huitt-Zollars is very knowledgeable with the unique requirements of these types of contracts. Our renovation experience includes design of over 400 renovation projects within the past 20 years and we understand the design issues related to on-call contracts.

Local Knowledge / Experience

Huitt-Zollars has truly appreciated it's opportunities to provide design services for several recent projects in the Las Cruces area, and we understand the uniqueness of the environment and the economics of this area. Huitt-Zollars is most familiar with the City's Comprehensive Plan "Elevate Las Cruces" and understands the goal to guide design and development of projects for the City to create a more livable, sustainable and vibrant community.

Sustainability

Huitt-Zollars is aware of the importance of sustainable design to improve the quality of environment through sensitivity of regional materials, indoor air quality and energy efficient systems. Huitt-Zollars has over 40 LEED accredited professionals in all disciplines.

Huitt-Zollars has the ability to provide the services requested and will comply with the contract terms and conditions set forth in this RFP. I, Joseph Gallegos, am authorized to contractually obligate our firm. Huitt-Zollars appreciates your time in reviewing our proposal and looks forward to continuing working with the City on this most important contract. If you have any questions or need any additional information please call me, or John Jarrard at 505-883-8114, or email us at jjarrard@huitt-zollars.com.

Sincerely,
Huitt-Zollars, Inc.

John Jarrard, *AIA, LEED AP*
Project Manager | Vice President

Joseph Gallegos, *AIA, LEED AP BD+C*
Principal-in-Charge | Vice President

CITY OF LAS CRUCES

SUBMITTAL LETTER

I. TECHNICAL APPROACH ——— 1

II. QUALIFICATIONS / COMPETENCE ——— 6

III. PERFORMANCE OF FIRM ——— 12

I. TECHNICAL APPROACH

A. TECHNICAL APPROACH

Huitt-Zollars, Inc. has provided design services on numerous on-call contracts over the past ten years as illustrated in Section 3. From our experience with on call contracts we have developed a unique approach and understanding of these project types. Typical projects include facility renovations and additions, programming/planning studies and construction phase services. The following outlines our process and technical approach specific to the City's RFP No. 25-26-004:

STUDIES (PROGRAMMING AND PLANNING)

FACILITY PROGRAMS

Programming documents will be developed that addresses the City's space needs, budget constraints and functional requirements. Program documents will be clear and concise to assist the design firm in executing the project design.

CODE REVIEWS

Code analysis will be prepared which address exiting, occupancy requirements, construction types, energy conservation and accessibility design requirements.

PLANNING STUDIES

Planning documents will be prepared to address transportation and utility requirements, zoning and environmental regulations, neighborhood concerns, budget considerations, sector plans and other existing planning documents.

DESIGN ANALYSES/APPROACH

FIELD VERIFICATION OF EXISTING CONDITIONS

Accurate and complete information of existing conditions is critical in developing a successful project design.

COMPATIBILITY WITH BUILDING SYSTEMS

New additions or renovations will be designed to be compatible with existing materials, systems and architectural design.

CO-OCCUPANCY REQUIREMENTS

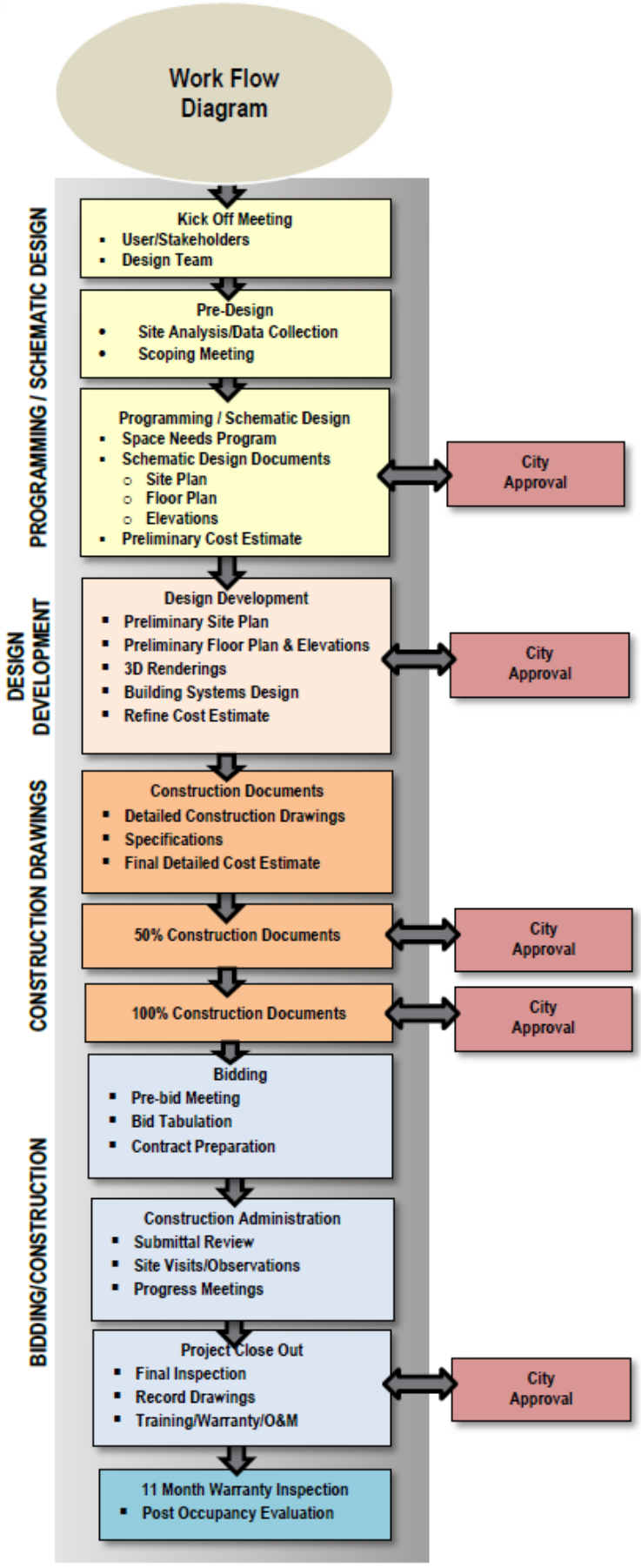
Renovation/addition projects will be planned and phased to accommodate the ongoing operations and functions.

BUDGET CONSTRAINTS

As most on-call contracts have smaller construction budgets, designs must be simple and cost-effective design solutions. Long-term life cycle costs will also be analyzed as appropriate.

BUILDING STANDARDS

All designs will comply with the City facility standards and design requirements, such as type of finishes, mechanical and electrical equipment system design and manufacturer and compatibility with existing special systems, such as fire alarm, data, etc.



B. MAJOR TASKS TO BE PROVIDED

PREDESIGN SCOPING MEETING

For each task order, we propose to organize and conduct a scoping meeting with the City, the Huitt-Zollars Team, and other appropriate stakeholders as each project will dictate. The purpose of the scoping meeting is to bring together all parties, present the proposed project, and discuss the issues and opportunities. Up-front discussion of the project allows collaboration of issues so that the most cost effective means of project development can be achieved. It also allows participation in the process by City staff, supervisors and others who may be aware of problem areas in the project that could affect its successful outcome. The product of the scoping meeting is an updated project scope that reflects the needs of the City, with as many issues and opportunities identified as is possible. With the scope well-defined, a realistic proposal and schedule can be submitted to achieve the project goals.

PROGRAMMING

We work extremely close with our clients during the programming process in order to develop a program that will fulfill both immediate and long-term strategic goals. Throughout the programming process we work to organize ourselves around our clients, partnering with them and aligning our work with their values. We recognize how much our clients know about their needs and operations. It is important to point out that we do not deliver pre-determined solutions, but rather, tailor our methods and tools in a partnership with the City in order to customize the planning and programming process.

- Information/Data Gathering
  - › As Built Conditions
  - › Survey Information
  - › Geotechnical Data
  - › Existing Master Plans / Planning Documents
- Develop Facility Program
  - › User Requirements (staff and participants)
  - › City of Albuquerque Building Standards
  - › Issues and Concerns From the Community

DESIGN PHASE

SCHEMATIC DESIGN

Huitt-Zollars will prepare the preliminary design documents for the specific task order based on the information and research done in the programming phase. The drawings will include plans, details and notes that will describe the proposed construction and systems to be installed. A preliminary layout of building, site plan, and proposed building systems will also be included. A preliminary cost estimate of the project will also be prepared.

- Develop and Test Alternative Design Solutions
  - › Design Options
- Design Presentation to City Council or Neighborhood Associations (if required)
- Develop Preliminary Construction Cost Estimate

DESIGN DEVELOPMENT

Huitt-Zollars will prepare the preliminary design development documents for the project based on the approved design of the schematic design phase. The drawings will include plans, details and notes that will describe the proposed construction and systems to be installed. A preliminary layout of the mechanical and electrical system will also be included. Outline specifications of all components of the project will also be prepared.

- Refinement of Design Solutions
- Establish Site and Building Systems
- Refine Three Dimensional Studies
- Finalize Site Plan and Floor Plans
- Public/Neighborhood Presentation (as required)
- Conduct Value Engineering Study (as required)
- Refine Construction Cost Estimate
- Quality Assurance Review
  - › Huitt-Zollars' quality assurance review will be conducted to ensure all required information and details are included in the documents
- Committee Review
- Huitt-Zollars will submit the design documents to the building committee for approval

CONSTRUCTION DOCUMENT PHASE

Huitt-Zollars will prepare the final design documents for the project based on the approved design development documents. The drawings will describe in detail the proposed construction and building systems to be completed. A detailed layout of all building systems will be included. Specifications of all components of the project will also be prepared. Huitt-Zollars will prepare a detailed estimate with detailed breakdown of all material, labor and equipment needed for the project. Alternate bid items, if required, will be included. Huitt-Zollars will resubmit final design documents to the City for final approval. Additionally, the plans will be submitted to the appropriate permitting agency for a building permit. Our team will be available to answer all code and regulatory issues that may arise from the permit review.

- Bid Documents
  - › Construction Drawings
  - › Specifications
- Detailed Cost Estimate
- QA / Constructability Review
- Submit Bid Documents to City for Review
  - › Building Permit per City of Las Cruces requirements
  - › City Legal Department (if required)
  - › Refine Final Construction Cost Estimate

CONSTRUCTION PHASE

BIDDING

Huitt-Zollars will provide clarification to bidders and will assist the City in obtaining bids, conducting the bid opening and preparing a bid tabulation.

CONSTRUCTION

Huitt-Zollars will perform periodic inspection of the project to ensure the City that the construction is progressing on schedule and in accordance with the design documents. We will provide design assistance during the commissioning phase to ensure that all systems are performing properly. An instructional video of the system operations will be provided to the City to assist in future maintenance and system operation training.

C. STATEMENT OF SERVICES

Our management philosophy stems from our fundamental mission to serve the needs of our clients in the built environment with the highest quality services delivered in an efficient manner to enhance existing relationships and to develop new opportunities. We believe our clients are knowledgeable, discriminating professionals who expect a business-like association and a return on their investment in professional services. They are cost-conscious, yet value creativity in a quality project delivered on time and within budget. Our success is based on several concepts:

- Recognizing the client as a design team member
- Investing, understanding, and defining the client's requirements
- Excelling in quality service
- Maintaining a full-service practice, staffed by professionals in all required disciplines
- Investing in personnel and their retention
- Exploiting new technology
- Exceeding our client's expectations

The following is a detailed description of the design services our team will bring to all projects for the City of Las Cruces under this On-Call Contract.

DESIGN TEAM

We begin with the assignment of an experienced Project Manager and qualified design team, including in-house members and specialty consultants as required for the project.

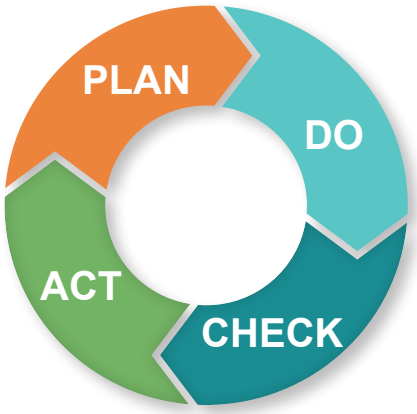
PROJECT WORK PLAN

Our Project Manager prepares a Project Specific Work Plan which is reviewed and approved by the Principal-in-Charge. A Project Work Plan describes the scope of work and manpower required to perform that work. They provide information to the entire design team regarding the City's design criteria, inputs and constraints for the project. They also provide a description of the intended methods and steps to conduct the design analysis. Finally, the Project Work Plan describes the necessary interactions between the City, our design disciplines, consultants and also includes the schedule for milestones, reviews and submittals.

QUALITY MANAGEMENT PLAN

Our Project Manager will also prepare a Project Specific Quality Management Plan. This plan will serve as the "roadmap" for our quality process throughout the life of a given project.

Our Project Specific Quality Plan helps us answer several basic questions:



- *Which documents should be reviewed?*
- *Who should review them?*
- *When should they be reviewed?*
- *What kind of errors are we looking for?*
- *What budget is allowed for the review?*
- *What schedule and budget has been allotted for making corrections?*

Our Project Manager will work directly with the City to establish the framework for our Quality Management Plan, ensuring that we capture your expectations for quality prior to issuing the plan to our team.

PROJECT SCHEDULE

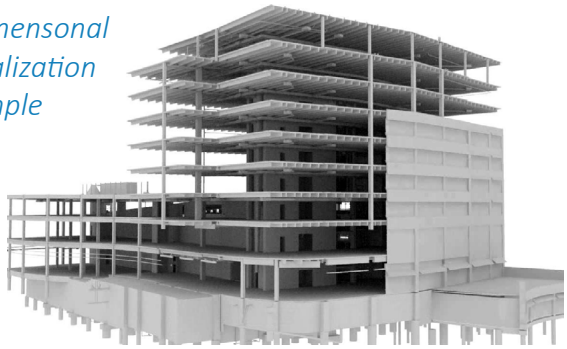
The schedule is one of the most important tools for successful project delivery. Our schedules are manpower and cost loaded so that the Project Manager can plan staffing and interfaces. Key items in the schedule include but are not limited to the following:

- Deadline for milestone and final submittals
- Permit requirements including submittal deadlines for required approvals
- Agency and utility coordination milestone
- Detailed plan for each discipline to achieve overall schedule
- Critical interfaces and critical path
- Quality review periods and deadlines
- Internal team coordination schedules
- Logical work sequence

Microsoft Project will be used to set up and monitor the progress of each task order. Schedules and critical path items will be established during scoping of the task. A project baseline schedule will be prepared to compare the actual progress with the planned progress. Monthly updates will be provided to the city as the project progresses to track the status of critical path items as they relate to the proposed completion date.

If activities lag behind schedule or lose momentum, John Jarrard will work with team members to develop an action plan to restore schedule performance. Monthly progress reports will include an issue resolution matrix, defining issues that need clarification, their status, and the responsible party.

3 Dimensonal Visualization Example



DESIGN DOCUMENTATION

Many projects now benefit from the use of three-dimensional visualization to allow owners, users and design team members to share an understanding of the final constructed project. The use of Building Information Modeling (BIM) is becoming a common process to assist in this process. BIM also allows the construction contractor to integrate with the design for estimating and quantity take-off, submittal review and constructability.

Huitt-Zollars has strategically positioned itself in the world of Building Information Modeling (BIM) within the last several years. BIM has facilitated engineers within the firm with a reliable process which commences in the early schematic stages of design through the production of construction documents of a project. BIM allows the user to generate schedules, construction drawings (2D view), and perspectives (3D views) from a single file (that becomes the shared model). Huitt-Zollars professionals have found that working in BIM has provided a more efficient process than traditional CAD provides, mainly because BIM automatically coordinates changes across all facets as the project develops and evolves. This results in significant cost savings as well.

A critical part of document control is proper design planning, checking, and coordination. Huitt-Zollars has in place quality assurance procedures and standards to develop all design documents, including construction drawings and specifications. The project will be prepared utilizing the U.S. National CAD Standards for layering, plotting and organization of the documents. Standard symbols and notation will be developed using these standards for both Huitt-Zollars drawings as well as all of our design consultants to provide easier and accurate cross coordination. In addition to weekly interdisciplinary coordination meetings, Huitt-Zollars will set up a project specific file transfer protocol (FTP) site from which all drawings are to be saved and downloaded. The password protected FTP site provides the ability for all consultants and the City to view the most current drawings or documents on the project.

If a conflict in the design is found, all parties can discuss the issue via the FTP site or email and view the corrected document without delays. Lastly, the consultants that we are proposing for the project have all worked with Huitt-Zollars staff and in addition are very familiar with procedures, review schedules and building standards to further ensure the highest quality of documents.

Our design documents go through a very thorough review at each phase of a project. Teamwork is the single most critical ingredient in the process for delivering quality services. Quality documentation is a reflection of how we do our work and it is imperative that we strive to provide “The Best” for our clients. We utilize a customer-driven, process-oriented management philosophy for providing the right services and design solutions correctly the first time. There are several things that we will do that achieve this goal:

COMMUNICATION

Good communication is key to the success of any project. Huitt-Zollars believes that it is extremely important to keep all lines of communication open, and to document and distribute information to all appropriate parties as soon as it becomes available. We have in place a state-of-the-art communication system to receive and transmit faxes, e-mails, digital photographs, and electronic documents during both design and construction phases. We have the ability to place design and construction documents on our web page to provide up-to-date, easily accessible design documentation to all members of the project team.

Regular team meetings are scheduled for the purpose of freely discussing all issues. Team meetings are focused toward a specific agenda that is linked with the work plan. Decisions and areas requiring additional investigations are documented. Distribution of meeting notes to all team members confirms the direction and outcome of each meeting and maintains the involvement of each member of the project team.

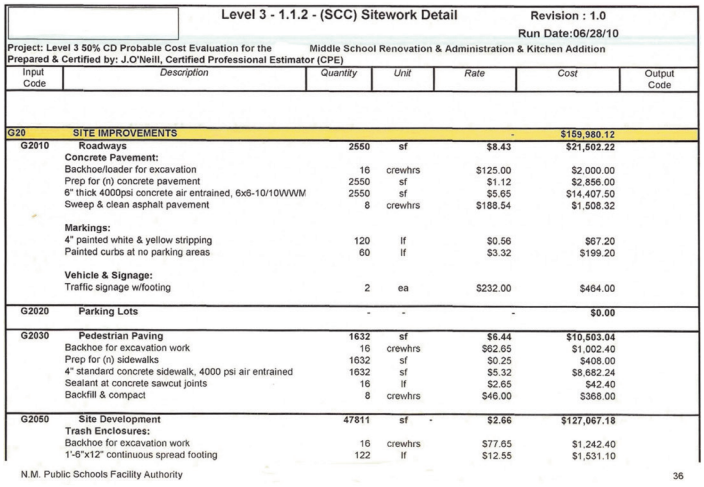
SUSTAINABILITY

The team will evaluate the existing building’s core and shell renovation and recommend sustainable components that could influence or assist in achieving potential LEED items during the future tenant improvements project. Ultimately, our role is in supporting and managing achievement of the goals for sustainability identified by the owner and/or project team. By using systems such as LEED as tools and lenses to look at practices, HZ projects will be able to show clear measures of performance while also continuing to stress the goals of the project.

Huitt-Zollars will develop guidelines, calculators, and compliance forms as needed to ensure that projects have the full range of necessary materials. In the role of managing the sustainability aspects of projects, we will educate and support project team members ranging from stakeholders, design team members, and contractors to ensure that all Key Performance Indicators are clearly communicated along with their intents and methods for achievement.

BUDGET CONTROL

Huitt-Zollars has found that the most effective way to achieve cost control in the design process is to develop a detailed work plan and schedule upon initiation of the project, then monitor progress against budget and work plan milestones on a weekly basis. This work plan defines key work activities, discusses technical means and methods that will be employed, assigns responsibilities, defines deliverables, and establishes man-hour requirements for each activity. The work plan also defines quantities and quality of end products (i.e., displays, engineering reports, and concept drawings). Our Project Manager then develops a project schedule using Microsoft Project where key activities can be networked and loaded with personnel resources. Resources are scheduled with other projects in mind, and budgets are established by task or activity. As the project progresses, some tasks will require more effort than originally anticipated while others will require less. Working with City staff, we can readjust the task budgets while maintaining the bottom line. If at any time the project becomes out of scope or budget growth is anticipated, the City will be informed immediately and solutions will be developed to maintain the project within budget. This process works!



Level 3 - 1.1.2 - (SCC) Sitework Detail — Revision : 1.0 — Run Date:06/28/10

Project: Level 3 50% CD Probable Cost Evaluation for the Middle School Renovation & Administration & Kitchen Addition
Prepared & Certified by: J.O'Neill, Certified Professional Estimator (CPE)

Input Code	Description	Quantity	Unit	Rate	Cost	Output Code
G20	SITE IMPROVEMENTS			-	$159,980.12	
G2010	Roadways	2550	sf	$8.43	$21,502.22	
	Concrete Pavement:					
	Backhoe/loader for excavation	16	crewhrs	$125.00	$2,000.00	
	Prep for (n) concrete pavement	2550	sf	$1.12	$2,856.00	
	6" thick 4000psi concrete air entrained, 6x6-10/10WWM	2550	sf	$5.65	$14,407.50	
	Sweep & clean asphalt pavement	8	crewhrs	$188.54	$1,508.32	
	Markings:					
	4" painted white & yellow stripping	120	lf	$0.56	$67.20	
	Painted curbs at no parking areas	60	lf	$3.32	$199.20	
	Vehicle & Signage:					
	Traffic signage w/footing	2	ea	$232.00	$464.00	
G2020	Parking Lots	-	-	-	$0.00	
G2030	Pedestrian Paving	1632	sf	$6.44	$10,503.04	
	Backhoe for excavation work	16	crewhrs	$62.65	$1,002.40	
	Prep for (n) sidewalks	1632	sf	$0.25	$408.00	
	4" standard concrete sidewalk, 4000 psi air entrained	1632	sf	$5.32	$8,682.24	
	Sealant at concrete sawcut joints	16	lf	$2.65	$42.40	
	Backfill & compact	8	crewhrs	$46.00	$368.00	
G2050	Site Development	47811	sf	$2.66	$127,067.18	
	Trash Enclosures:					
	Backhoe for excavation work	16	crewhrs	$77.65	$1,242.40	
	1'-6"x12" continuous spread footing	122	lf	$12.55	$1,531.10	

N.M. Public Schools Facility Authority 36

Cost control is an integral part of our design process. We consider design options, material choices, and structural selections in the context of the budget beginning in the preliminary design phase and inform our client if we believe the project could exceed its budget. During the design development phase, we prepare our initial cost estimate. We make adjustments in the scope and complexity of the design at that point, if required, rather than after completion of construction documents. When construction documents are complete, we update the estimate and again, if needed, make appropriate changes in the scope of the project.

Our key personnel have years of professional and dependable service providing conceptual parameter estimates, detail estimates, buying lists, life cycle costs, scheduling, change order evaluation, claims negotiations, disbursements supervision, tender analysis and inspection.

Casa de Peregrinos - Las Cruces, NM

II. QUALIFICATIONS / COMPETENCE

KEY PERSONNEL, EXPERIENCE, AREAS OF COMPETENCE & PERCENT OF TIME ASSIGNED TO THE PROJECT

The Huitt-Zollars team has the personnel and experience to provide the City with a quality project that is on schedule and within budget. We have provided design services for numerous public agencies that require compliance with owner standards, master plans, and building committees. The Design Team will be organized around our Project Manager, John Jarrard, *AIA, LEED AP*, Vice President, who will be supported by in-house architecture, and civil engineering. John will serve as the focal point for all correspondence and will disseminate information to all team members. Supplementing our staff will be consultants for mechanical, electrical, landscape architecture, environmental, and LEED/sustainability. Detailed resumes for key roles are included in the following pages.

Note: The percentage of time shown for each team member is based on current workload and project schedules. This is an average of our workload at present, however, the City can be assured, that our team will devote whatever amount of time is required to complete the required tasks under this on call contract, regardless of current commitments.

CITY OF LAS CRUCES

HUITT ZOLLARS

Project Management

Principal-in-Charge & Quality Manager
JOSEPH GALLEGOS, *AIA, LEED AP BD+C*
5% time assigned to projects

Project Manager
JOHN JARRARD, *AIA, LEED AP*
40% time assigned to projects

Architecture

Project Architect
LARRY MCDONALD, *AIA, NCARB, LEED AP BD+C*
Huitt-Zollars
30% time assigned to projects

Planning/Programming
JOSÉ ZELAYA, *AIA, NCARB*
Huitt-Zollars
30% time assigned to projects

CADD Production
DIEGO SANTISTEVAN
Huitt-Zollars
30% time assigned to projects

Interior Design
NICOLE SHADOAN, *RID, NCIDQ, NOMA*
Huitt-Zollars
15% time assigned to projects

LEED & Sustainability
JARRET PEARL, *NCARB, LEED AP BD+C*
JD Pearl
15% time assigned to projects

Landscape Architecture
GEORGE RADNOVICH, *RLA, ASLA*
Sites Southwest
15% time assigned to projects

Engineering

Mechanical Engineer
PATRICK SEDILLO, *PE, FPE*
Arsed Engineering Group
15% time assigned to projects

Electrical Engineer
FRED TELCK, *PE*
AC Engineering
15% time assigned to projects

Civil Engineer
SCOTT EDDINGS, *PE*
Huitt-Zollars
15% time assigned to projects

Survey
JAMES HARRIS, *PLS*
Huitt-Zollars
15% time assigned to projects

Environmental
HEATHER PARMETER
Barr Engineering
15% time assigned to projects

OFFICE(S) WHERE THE WORK WILL BE PERFORMED, AND PERCENT OF WORK TO BE PERFORMED AT EACH

With all of our consultants being local, 100% of the design work for this contract will be produced in New Mexico by New Mexico businesses, and 100% of each firms' work will be done in the following office locations.

- **Huitt-Zollars:** 6501 Americas Parkway NE, Suite 830, Albuquerque, NM, 87110
- **AC Engineering Enterprises, LLC:** 120 Aliso Drive, SE, Albuquerque, NM 87108
- **Arsed Engineering Group, LLC:** 4700 Lincoln Road NE, Albuquerque, NM 87109
- **Barr Engineering Co:** 320 Osuna Road NE, Suite C-1, Albuquerque, NM 87107
- **JD Pearl, LLC:** 2711 Santa Clara Avenue SE, Albuquerque, NM 87106
- **Sites Southwest:** 1700 Central SW, Suite B, Albuquerque, NM 87104

PROJECT TEAM

JOHN IS RESPONSIBLE FOR, AND IN CHARGE OF THE PROJECT TEAM & SCOPE OF WORK

John Jarrard, *AIA, LEED AP*
Registered Architect: NM #1658
6501 Americas Parkway NE, Suite 830, Albuquerque, NM 87110
505.883.8114

JOHN JARRARD, *AIA, LEED AP*

PROJECT MANAGER (Huitt-Zollars)

The Huitt-Zollars team will be organized to support the leading efforts of our Project Manager, John Jarrard, *AIA, LEED AP*, who is Vice President of our Albuquerque Office. He will be the focal point for correspondence and will disseminate information to all team members. He will manage and delegate for all task orders accordingly.

WORK EXPERIENCE

John has over 40 years of experience in facility design and project management. He is experienced in several management softwares and utilizes this knowledge in directing and coordinating project resources, project personnel, submittals, and schedules. John is especially familiar with the City's processes and protocols having managed or assisted in the design of several recent City of Las Cruces projects.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS

43 years of architectural experience
1974/BA, Architecture – The University of New Mexico

RELEVANT PROJECTS

- City of Las Cruces, Children's Museum Design | Las Cruces, NM
- City of Las Cruces, Peregrinos Food Bank Project | Las Cruces, NM
- City of Las Cruces, El Caldito Kitchen & Training Facility for Mesilla Valley Community of Hope | Las Cruces, NM
- City of Las Cruces, Mesilla Valley Community of Hope Master Plan & Management | Las Cruces, NM
- On-Call: City of Las Cruces Downtown Parking Garage & Municipal Courthouse | Las Cruces, NM
- On-Call: City of Las Cruces Data Center | Las Cruces, NM
- On-Call: State of NM Artesia Oil Conservation Office Building | Artesia, NM
- Mesilla Valley Transit Center | Las Cruces, NM
- Utilities Board Room | Las Cruces, NM
- Fleet Maintenance Complex Master Plan | Las Cruces, NM
- EPISD Administration Building Downtown | El Paso, TX
- NMSU Corbett Center Dining Services Renovations | Las Cruces, NM
- NMSU On-Call for A&E Services 2016-2020 | Las Cruces, NM
- NMSU Dan Williams Hall Renovation | Las Cruces, NM
- NMSU On-Call Fume Hoods - Chemistry & Gerald Thomas Halls | Las Cruces, NM
- NMSU Space Utilization Study | Las Cruces, NM

JOSEPH GALLEGOS, *AIA, LEED AP BD+C*

PRINCIPAL-IN-CHARGE & QUALITY MANAGER (Huitt-Zollars)

Joe is experienced in managing similar On-Call contracts for numerous municipalities across the state. Joe's commitment to client service and client partnership are evident in the way he listens and responds to clients' needs, guides clients in building capacity, collaboratively works to overcome challenges, and ultimately makes the client's architectural dreams a reality.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS

25 years of architectural and planning experience
2000/MA Architecture – The University of New Mexico
1987/BA in Architecture – The University of New Mexico
Registered Architect: New Mexico #3977

RELEVANT PROJECTS

- NMSU Corbett Center Dining Renovations | Las Cruces, NM
- Desert Hills ES (LCPS) | Las Cruces, NM
- UNM Art Museum Expansion | Albuquerque, NM
- On-Call: UNM Parish Library Workstations | Albuquerque, NM
- Ft. Stanton Museum (Historical Restoration) | Fort Stanton, NM
- Indian Village - NM State Fair (Historical Restoration) | Albuquerque, NM
- On-Call: City of Gallup Public Safety Building | Gallup, NM
- On-Call: City of Gallup Public Library | Gallup, NM
- On-Call: Clovis Municipal School District | Clovis, NM
- State of NM General On Call A&E Services | Santa Fe, NM

LARRY MCDONALD, *AIA, NCARB, LEED AP BD+C*

PROJECT ARCHITECT (Huitt-Zollars)

Larry brings valuable insight and project experience for both renovation and new institutional facilities. Clients benefit from his strong project team coordination and communication skills. His project goal is creating functional spaces that enlighten and empower the user. He strives to reach that goal by keeping a careful eye on aligning project quality, schedule, and cost relationships to project needs.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS

24 Years of architectural and planning experience
2000/Master of Arts, Architecture – University of New Mexico
1994/BA of Arts – University of New Mexico
Registered Architect: New Mexico #4238

RELEVANT PROJECTS

- Desert Hills ES (LCPS) | Las Cruces, NM
- UNM Zimmerman Library Partition Wall | Albuquerque, NM
- UNM New Hospital Program Mgmt. | Albuquerque, NM
- On-Call: Las Cruces Downtown Parking Garage | Las Cruces, NM
- On-Call: City of Gallup Public Safety Building | Gallup, NM
- On-Call: Clovis Municipal School District | Clovis, NM
- On-Call: UNM Popejoy Dressing Room | Albuquerque, NM
- On-Call: State of NM Oil Conservation Office Bldg | Artesia, NM

JOSÉ ZELAYA, *AIA, NCARB*

PLANNING / PROGRAMMING (Huitt-Zollars)

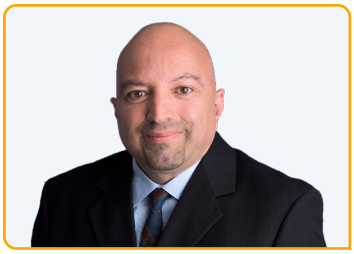
José is particularly skilled at the design of public buildings with an emphasis in education and civic uses, as catalysts for urban transformation and economic vitality. He understands that urban design and the architecture of buildings have the potential to impact campuses for generations. José is a professor of Architecture at the University of New Mexico and the co-author of The Plazas of New Mexico.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS

24 years of architectural and urban planning experience
2002/MA, Architecture – The University of New Mexico
1996/Post Grad. Urban Env. Planning – IHS, The Netherlands
1992/MA Architecture – National University of Honduras
Registered Architect: New Mexico #4370

RELEVANT PROJECTS

- On-Call: Las Cruces Downtown Parking Garage | Las Cruces, NM
- On-Call: UNM KNME Elevator | Albuquerque, NM
- On-Call: UNM Popejoy Dressing Room | Albuquerque, NM
- UNM Gallup - Calvin Hall Walkway | Gallup, NM
- On-Call: UNM Parish Library Workstations | Albuquerque, NM
- UNM Zimmerman Library Partition Wall | Albuquerque, NM
- UNM Radiology/Oncology Lab Exp. Project | Albuquerque, NM
- On-Call: City of Gallup Public Safety Building | Gallup, NM
- On-Call: City of Gallup Public Library | Gallup, NM
- City of Artesia Aquatic Center | Artesia, NM



DIEGO SANTISTEVAN
CADD DESIGN (Huitt-Zollars)

Diego has more than 30 years of professional experience in all aspects of architectural practice including as-built measurement and documentation, conceptual and schematic design, design development, detail design space planning, product research, construction documents, specifications, and construction observation and administration.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS
30 years of architectural practice experience
1988/Architectural Drafting – The University of New Mexico

RELEVANT PROJECTS
- COA: Central & Unser Transit Exp. | Albuquerque, NM
- COA: Fueling Facility - Pino Yards & Eastside | Albuquerque, NM
- On-Call: City of Las Cruces Data Center | Las Cruces, NM
- On-Call: Las Cruces Food Warehouse | Las Cruces, NM
- On-Call: Santa Fe Southside Transit Center | Santa Fe, NM
- On-Call: Artesia Oil Conservation Office Bldg. | Artesia, NM
- Ft. Stanton Museum (Historical Restoration) | Fort Stanton, NM
- Indian Village - NM State Fair (Historical Restoration) | Albuquerque, NM

SCOTT EDDINGS, *PE*
CIVIL ENGINEERING (Huitt-Zollars)

Scott has 35 years of design and management experience on a wide range of transportation and public works projects. He has been responsible for projects involving land development, water facilities, roadways, intersections, highways, and utility systems while offering a strong background in project entitlements. His in-depth knowledge of the planning process makes it possible for him to effectively communicate clearly with Owners, planners, engineers, and designers throughout the project life.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS
35 Years of civil engineering experience
1994/MS in Civil Engineering – University of New Mexico
1990/BS in Civil Engineering – University of New Mexico
Professional Engineer: New Mexico #12856

RELEVANT PROJECTS
- NMDOT Patrol Yard | Las Vegas NM
- NMDOT Port of Entry | Raton, NM
- City of Albuquerque Unser Blvd Expansion, Central to I-40 (NMDOT Funded) | Albuquerque, NM
- City of Albuquerque Unser Transit Center | Albuquerque, NM
- NM 585 Widening | Taos, NM
- Monterrey Elementary School (RISD) | Roswell, NM
- Parkview Early Literacy Center (RISD) | Roswell, NM
- Zuni Wellness Center Phase II | Zuni, NM
- Fort Stanton Veterans Cemetery | Fort Stanton, NM
- 7 Bar Park & Ride, City of Albuquerque Transit Department | Albuquerque, NM
- New Mexico State Police District Six Headquarters | Gallup, NM

NICOLE SHADOAN, *RID, NCIDQ, NOMA*
INTERIOR DESIGN (Huitt-Zollars)

Nicole is a Registered Interior Designer in the state of New Mexico and a recent addition to the Huitt-Zollars team based in our Albuquerque office. Her knowledge of interior design in the AEC industry encompasses 9 years. As an integral part of our Institutional group she has already perfromed work on a few different facilities in the state of New Mexico.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS
9 Years of interior design experience
2017/BS, Interior Design – Sanford-Brown College
Registered Interior Designer: Texas #10641

RELEVANT PROJECTS
- CMS Sunset Elementary School| Carlsbad, NM
- Sandia Pueblo Health Center Design | Bernalillo, NM
- Taos Pueblo Senior Day Care Facility | Taos, NM

JAMES HARRIS, *PLS*

SURVEYOR (Huitt-Zollars)

James is a licensed Professional Land Surveyor with over eight years of experience in the surveying industry. He has played a key role in a variety of projects throughout New Mexico, including work in Rio Rancho, Albuquerque, Zuni, Gallup, and Sandoval County. His expertise spans boundary surveys, topographic mapping, and construction staking, contributing to the successful delivery of infrastructure and development initiatives across the region.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS

8 Years of survey experience
2022/BS in Surveying & Mapping – East Tennessee State University
Professional Land Surveyor: New Mexico #30537

RELEVANT PROJECTS

- Pueblo of Sandia Water Storage Tank | Pueblo of Sandia, NM
- Sandoval County Road 11 Bridge Replacements | Cuba, NM
- Lift Station 22 Sewer Force Main Expansion | Rio Rancho, NM
- City of Gallup Regional Animal Shelter | Gallup, NM
- Bosque Cohousing Development | Albuquerque, NM
- Southern Blvd Phase 2 Survey and Drainage | Rio Rancho, NM
- Mesa Del Sol, Bobby Foster Road Improvements | Albuquerque, NM
- Unser Boulevard Widening | Rio Rancho, NM
- Ladera Dam 5 Diversion | Albuquerque, NM
- Paseo Del Vulcan Expansion | Rio Rancho, NM

PATRICK SEDILLO, *PE, FPE*

ARSED ENGINEERING GROUP, LLC.)

Patrick is a Registered Mechanical Engineer in multiple states as well as a Project Manager with 55 years of consulting Engineering experience. Systems he has designed include HVAC and Plumbing design, energy conservation and management, facility management support, and mechanical facility analysis. Areas of expertise include HVAC system equipment selection, central cooling and heating plant design, laboratory ventilation design, large commercial kitchen HVAC design, energy management systems, facility planning, facility management, indoor air quality, and more.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS

38 Years of mechanical engineering experience
1983/BS, Mechanical Engineering – Texas A&M University
Professional Engineer: New Mexico #6378

RELEVANT PROJECTS

- Energy Management Systems; Madison Middle School, Polk Middle School, Washington Middle School, Marie Hughs Elementary School, and Lincoln Middle School | Albuquerque, NM
- Energy Management System, Siemens Manufacturing Plant, Albuquerque, New Mexico Energy Audit, Santa Fe Indian School | Santa Fe, NM
- Energy Audit, Rehoboth Christian School | Rehoboth, NM
- Facility Evaluation, Santa Fe Indian School | Santa Fe, NM
- Facility Evaluation, Albuquerque Technical-Vocational Institute | Albuquerque, NM
- Planning Facility Management Programming, Albuquerque Technical-Vocational Institute | Albuquerque, NM

FRED TELCK, *PE*

ELECTRICAL ENGINEER (AC Engineering)

Fred has been involved in the design of a wide variety of projects, including projects for educational facilities, government agencies, commercial, institutional, and work in the private sector. These projects have involved the design of power distribution, renovation/ rehabilitation, lighting, and special systems such as UPS, fire and intrusion alarm systems. He has invaluable experience in designing electrical systems and other related special systems including tele-communications, computer power distribution systems, and specialty systems.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS

48 Years of electrical engineering experience
1971/BS, Electrical Engineering – University of New Mexico
Professional Engineer – New Mexico #6297

RELEVANT PROJECTS

- NMSU Open-End Contract | Las Cruces, NM
- COA, Open-End Contract | Albuquerque, NM
- APS Open-End Contract | Albuquerque, NM
- Sandia National Labs Open-End Contract | Albuquerque, NM
- Century Link Open-End Contract | Statewide, NM
- UNM Open-End Contract | Albuquerque, NM
- NMHU Open-End Contract | Las Vegas, NM
- Luna County Courthouse Renovation | Deming, NM

HEATHER PARMETER
ENVIRONMENTAL SPECIALIST (Barr Engineering Co.)

Heather has nearly 25 years of experience providing environmental services and project management in New Mexico and the southwestern U.S. She manages CWA, NEPA, and ESA compliance processes for projects involving municipal improvement, stormwater and water infrastructure, energy/renewables, utilities, development, and transportation.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS
25 Years of environmental experience
2004/MS, Biology – University of New Mexico
1999/BS, Biology – University of New Mexico

RELEVANT PROJECTS
- Village of Los Lunas; biological evaluations and CWA permitting | NM
- City of Albuquerque; roadway improvement assistance | Albuquerque, NM
- Pueblo of Zia; NEPA assistance | Pueblo of Zia, NM
- City of Albuquerque; environmental compliance assistance and scoping | Albuquerque, NM
- City of Belen; environmental assistance | City of Belen, NM
- SunShare Solar, LLC; deliverables management | Multiple Locations, NM
- Public Service Company of New Mexico (PNM); powerline renewals | San Felipe and Santa Ana NM
- New Mexico Gas Company; pipeline permitting assistance | Bernalillo and Santa Fe Counties, NM

JARRET PEARL, *NCARB, LEED AP BD+C*
LEED & SUSTAINABILITY (JD Pearl, LLC)

Drawing from an education in both architecture and biology, Jerret focuses on human health and ecological services in the built environment. His substantial professional experience supports successful evaluation of project requirements and organizational policies that support compliance with green code and third party rating systems. His services help project teams evaluate costs and benefits as well as synergies to accurately communicate the value of sustainable design solution.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS
25 Years of LEED and sustainability experience
1994/BA, Architecture – Catholic University of America
2017/MA, Biomimicry – Arizona State University
2018/Building Enclosure Commissioning Process – University of Wisconsin

RELEVANT PROJECTS
- Las Cruces Water Quality Lab | Las Cruces, NM
- Animal Services Center of the Mesilla Valley | Las Cruces, NM
- El Paso County Youth Services Center | El Paso, TX
- El Paso County 911 Facility | El Paso, TX
- Sun Metro Far East Transfer Station | El Paso, TX
- CABQ LEED for Cities Certification | Albuquerque, NM
- Bernalillo County Gov. Sustainability Program | Albuquerque, NM
- ABCWUA Pino Yards Facility | Albuquerque, NM

GEORGE RADNOVICH, *RLA, ASLA*
LANDSCAPE ARCHITECT (Sites Southwest)

George founded Sites Southwest on the precept that a firm with combined planning, landscape architecture and environmental services can provide more integrated strategies that in turn offer greater project understandings. George's portfolio of skills with public agency projects offers clients a broad spectrum of expertise for planning and design. He has assisted museums, educational institutions, and other public and private clients with a keen understanding of client needs and an intuitive sense of what works.

EXPERIENCE, EDUCATION, AND CERTIFICATIONS
44 Years of landscape architecture experience
1975/BA, Architecture – University of New Mexico
Registered Landscape Architect: New Mexico #92

RELEVANT PROJECTS
- City On-Call Landscape Architectural | Las Cruces, NM
- East Mesa Sports Complex | Las Cruces, NM
- Highland Community Park | Las Cruces, NM
- Klein Park (Historical Restoration) | Las Cruces, NM
- Pioneer Women's Park (Historical Restoration) | Las Cruces, NM
- Las Cruces Federal Courthouse | Las Cruces, NM
- East Lohman Development Plan | Las Cruces, NM
- NMSU On-Call AE | Las Cruces, NM
- Las Cruces Downtown Revitalization | Las Cruces, NM
- Burn Lake | Las Cruces, NM
- City Hall | Las Cruces, NM

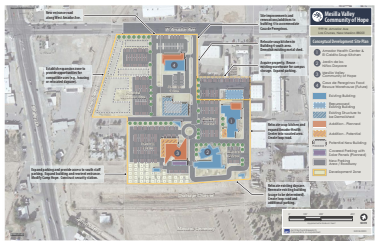
III. PERFORMANCE OF THE FIRM

CHILDREN'S MUSEUM – *Las Cruces, NM*

Huitt-Zollars recently completed the schematic design for the City of Las Cruces Children's' Museum. The design services included the programming and schematic design services for this new 29,000 SF Children's Museum. This included informational gathering, functional requirements, and descriptions of each space, including exhibit areas, exhibit shop, classrooms, museum, administrative/office areas and other related support spaces. Based on the approved program requirements, the schematic design documents were prepared including site plan, floor plan and elevations. A preliminary cost estimate was included in the deliverables.

CONTACT:
City of Las Cruces | Sreedevi B. Mohanraj, Project Manager | 575.541.2538

MESILLA VALLEY COMMUNITY OF HOPE MASTER PLAN – *Las Cruces, NM*



Huitt-Zollars provided master planning services for the long-range development plan for the Mesilla Valley Community of Hope campus. The MVCOH is a highly successful nonprofit development to provide support services for the homeless or near homeless population in Las Cruces, including medical, nutritional, and counseling services. Due to the increased demand for the services, an expansion of the campus is necessary. Phase One development will include the CDP Food Resue Facility and a community kitchen. Other planned developments include low-income housing and expansion of the medical services. Future planned development may include a new child care facility, food services expansion, additional parking areas and temporary housing.

CONTACT:
City of Las Cruces | Sreedevi B. Mohanraj, Project Manager | 575.541.2000

MESILLA VALLEY EL CALDITO KITCHEN & TRAINING FACILITY – *Las Cruces, NM*

Huitt-Zollars is providing architectural and engineering design services for the El Caldito Soup Kitchen and the MVCOH Community Kitchen. The scope of services includes preliminary design, design development, construction documents and construction phase services for the new 18,000 SF facility. The two kitchens will be located south of the new Casa de Peregrinos Food Rescue facility on the site of an abandoned warehouse building to be demolished under this project. This new facility will include food preparation areas, serving areas, and food service training areas to serve the Mesilla Valley Community of Hope patrons.

CONTACT:
City of Las Cruces | Sreedevi B. Mohanraj, Project Manager | 575.541.2000

PEREGRINO'S FOOD BANK – *Las Cruces, NM*

Huitt-Zollars with the design of the new Peregrino's food warehouse, which will help the program alleviate hunger in the Doña Ana Community through the acquisition and distribution of nutritious food. The new building will feature a larger lobby with room for double the seating, and a demonstration kitchen. It also includes new reception, offices, mezzanine, conference rooms, staff restrooms, and public restrooms. The building will also have ample functional areas dedicated to cleaning, dry storage, repacking, and is complete with stainless steel work surfaces, sinks, and several refrigerators and freezers. Importance was given to the design on inclusion of access/dock receiving capabilities with easy access and exit areas for large truck deliveries.

CONTACT:
City of Las Cruces | Sreedevi B. Mohanraj, Project Manager | 575.541.2000

INTERMODAL TRANSIT FACILITY – *Las Cruces, NM*

Huitt-Zollars provided the architectural and engineering design services for the Las Cruces Intermodal Facility located in downtown Las Cruces. The project provides transfer and ticketing operations for the Road Runner Transit Service, Greyhound Bus Service, and NMDOT Park and Ride service. The project included a terminal facility with passenger lobby, ticket counters, and support spaces, including restrooms and waiting room. The Las Cruces Transit Department is locating their operational function in the terminal building as well, including offices, driver's break room, training rooms, and related support areas. The 1.6-acre site includes long term and short term parking, 12 saw-tooth bus berths for transit buses, and intercity buses.

CONTACT:
City of Las Cruces | Sreedevi B. Mohanraj, Project Manager | 575.541.2000

DOWNTOWN GARAGE & PARKING – *Las Cruces, NM*

The City of Las Cruces recently commissioned Huitt-Zollars to provide the design documents for a new Downtown Parking Garage and Municipal Courthouse under their existing On-Call Agreement. Huitt-Zollars developed several conceptual designs for a 400-space parking structure, including ground floor retail. Ramp and floor design options were provided to assess the optimal design solution. The Municipal Courthouse will be designed to be integrated with the parking garage and will replace the 100-year existing Municipal Courthouse (the old former Federal Courthouse). The project will include secure public lobby, two courtrooms, Judges Chambers and other related administration and support areas. The final report was completed by the end of year 2020.

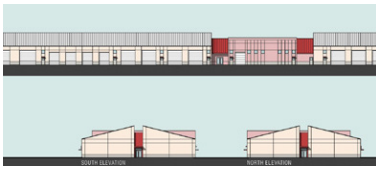
CONTACT:
City of Las Cruces | Sreedevi B. Mohanraj, Project Manager | 575.541.2000

DATA CENTER RENOVATION – *Las Cruces, NM*

Huitt-Zollars completed upgrades to the City of Las Cruces Data Center (DC). The project provided essential mechanical and electrical upgrades to maintain 24/7 operations for this critical facility. Upgrades included four new CRAC units to achieve N+1 redundancy, new reverse osmosis chilled water, and new chemical agent fire protection system. The DC was designed to allow continuous operation of the facility during construction. Additionally, the DC is located within the City's IT Department in City Hall requiring the work had to be phased to allow demolition and new construction during off hours and weekends. The project was constructed with no change orders and within the budget established for the project.

CONTACT:
City of Las Cruces | Tom Reynolds | 575.528.3229

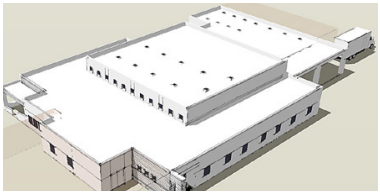
FLEET MAINTENANCE FACILITY – *Las Cruces, NM*



Huitt-Zollars provided design services for the construction of a 10,000 SF pre-engineered metal building to house the maintenance crew and operations for the solid waste vehicles and equipment. The building contains: crew/break area for employees; parts room; men and women toilet/shower/locker area; 4 maintenance bays with 20-ft eave height. There is also vehicle parking for refuse and support vehicles.

CONTACT:
N/A

MEALS ON WHEELS CENTRAL KITCHEN – *Las Cruces, NM*



The City of Las Cruces Senior Programs Department administers the Meals on Wheels Program for the senior citizens of Las Cruces. The project anticipated the growth of the City's Baby Boomer generation and influx of retirees. The central facility provides over 1,000 meals per week for the city of Las Cruces Senior Programs Department. The two phase project included staff offices, a central kitchen, a commons area, kitchen storage expansion, senior programs administration, and in-home staff offices.

CONTACT:
City of Las Cruces | David Dollahon | 575.541.2000

UTILITIES BOARD ROOM ADDITION – *Las Cruces, NM*

Huitt-Zollars provided the design and construction phase services for the 3,800 SF Board Room Addition to the Utilities Building for the City of Las Cruces. The project included state-of-the-art audio visual capabilities, acoustical treatment to ensure quality of the presentations within the room, a small conference room, a large training room, and a common lobby which doubles as display and overflow space for public meetings. The addition was designed to complement the existing building, yet is distinguished from the existing architecture to reflect the functions of the new areas.

CONTACT:
City of Las Cruces | Sreedevi B. Mohanraj, Project Manager | 575.541.2000

NMSU ON-CALL PROJECTS – *Las Cruces, NM*

Huitt-Zollars has provided design services to the New Mexico State University (NMSU) under On-Call contracts for the past two decades. The projects have limited scope which include facility master plans, building renovations, additions, building assessments, site improvements and other similar project types. Specific projects include: Williams Hall vestibule design/renovations, Fume Hoods for Gerald Thomas and Chemistry Halls, and a campus wide Space Utilization Study for the University's main campus. This study also compared data for peer Universities to further establish a benchmark for the campus.

CLIENT CONTACT:
N/A Various

OIL CONSERVATION DIVISION FIELD OFFICE

– Las Cruces, NM

The new 12,000 SF Oil Conservation Division Field Office (OCD) will provide office and support space for the OCD operations in Artesia, NM. The building will include both private and open office space, conference rooms, and support space. The design of the building reflects the architecture of the area and the owner's request for a simple and maintainable facility that will provide for both current needs as well as allow for future expansion as the needs change. The design provides abundant natural light, in all areas to help reduce the lighting demands. The sloped roof design provides positive drainage as well as open and dynamic office areas in the facility. Site improvements include secured government parking, electrical charging stations, and xeriscape plantings. The project's estimated completion of construction is in Spring of 2021.

CONTACT:
State of New Mexico | Deniz Berdine, Facility Management Division | 505.570.7249

CITY OF GALLUP A&E ON-CALL – *Las Cruces, NM*

In 2016, Huitt-Zollars was selected for On-Call services for the City of Gallup. Since then, we have completed, or are in the process of completing close to 20 task order projects for the City of Gallup under this contract. Projects include services for: Oliva Park, Customer Service Center, Hasler Valley Road SW Facility, Red Rocks Park, Fitness Center, El Morrow Theater, New Regional Recreation Center, Regional Animal Shelter, Gallup Public Library, Regional Senior Center, Public Safety & Municipal Building, City Hall HVAC Replacement, and a Vehicle Shop Exhaust System.

CONTACT:
City of Gallup | C.B. Strain, Planning & Development Director | 505.863.1244 ext. 11244

SERVICES

The chart shown here summarizes the Services HZ has provided for the projects listed in this section of the proposal.

	Project Requirements				Design Requirements					Owner Requirments				
	City of LC On Call Contrct	Cost Estimating	Renovation / Addition	Co Occupancy Requirements	Master Planning / programming	Schematic Design	Design Development	Constrcution Documents	Construction Administration	Public Presentations	City of Las Cruces Proejct	Sustainablity Design	Design Review Meetings	Owner's Buidling Standards / Criteria
Las Cruces Childrens Museum	■	■			■	■				■	■	■	■	■
CDP Food Resue Facility	■	■			■	■	■	■	■	■	■	■	■	■
MVCOH Master Plan	■	■			■	■				■	■	■	■	■
MVCOH Kitchens	■	■			■	■	■	■	■	■	■		■	■
LC Parking Garage & Courthouse	■	■		■	■					■	■		■	■
LC Data Center Renovation	■	■	■	■		■	■	■	■		■		■	■
LC Fleet Maintenance Facility	■	■	■		■	■				■	■			■
LC Meals On Wheels Central Kitchen	■	■	■	■	■	■				■	■		■	■
LC Utilities Board Room Renovations	■	■	■	■	■	■	■	■	■	■	■		■	■
NMSU On-Call Projects		■	■	■		■	■	■	■				■	■
Artesia Oil Conservation Field Office		■				■	■	■		■		■	■	■
City of Gallup On-Call Projects		■	■	■	■	■	■	■	■	■		■	■	■

ATTACHMENT A

CITY OF LAS CRUCES

Term Contract for Architectural and Engineering Services
Contract Number 25-26-004

Project Order	Number (#)	**Architect/Engineer:**	
Fee Proposal		**A/E's project manager:**	
Date Requested:			*(to be completed by A/E)*
Notice to Proceed:		**Project Manager e-mail:**	
Date Issued:			*(to be completed by A/E)*

Project Order Title:
Insert title here
Physical address / location here, if applicable

This Project Order, Number (Enter Number), is issued pursuant to the Agreement Between Owner and Architect, dated (Contract Date), between the City of Las Cruces and Huitt-Zollars, Inc., incorporated herein by reference.

Scope of Work:
The scope of work for which Architect's Services are to be performed under this Project Order is generally described as:

-

A/E personnel and sub-consultants:
The A/E staffs the project orders as generally identified by function and/or discipline in the proposal and as specifically listed herein to work on this Project Order. *(to be completed by A/E)*

Schedule:
Number of calendar days required to provide Architect's Basic Services through the completion of construction documents: _____
(to be completed by A/E)

Compensation:
The A/E shall perform all architectural and engineering services required for the completion of this Project Order's scope of work for the basic compensation computed as follows:

For the services as described in the (Scope of Work above, attached document, etc.) _____ ($)
(to be completed by A/E)

For services from the delivery of construction and bid documents to the completion of construction contract administration, a lump sum of _____ ($)
(to be completed by A/E)

or, based on the hourly rates listed in the fee proposal,

a fixed not-to-exceed amount of _____ ($)
(to be completed by A/E)

The basic compensation proposed above shall be subject to negotiation and revision. Any such revision made by the Owner shall be agreed to by the A/E prior to this Proposal Request becoming a Notice to Proceed.

Fee proposal revisions:

Proposed Fee ($)	Revised Fee ($)	Revised by Owner *(date)*	Accepted by A/E *(date)*

Project Order Proposal Submitted By:

Architect/Engineer

By: _____
(signature) *(date)*

Name: _____

Title: _____

Project Order Proposal Accepted By:

Owner

By: _____
(signature) *(date)*

Name: _____

Title: _____

Attachments:
1.
2.
3.

EXHIBIT "K"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of February 2026 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and In*Situ Architecture, of 112 Texas Avenue, El Paso, Texas, 79901, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
On-call Architectural and Engineering services on an as-needed basis via Project Order (Attachment A) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 25-26-004, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

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

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as outlined in Exhibit A, at an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project(s) that are required by the CITY and it will serve the CITY diligently and

faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2026 for a term of five years through April 30, 2031, for a term of five (5) years.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY, and as agreed to for each project assigned under the terms of this Agreement.

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

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

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

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

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

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

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

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

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

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

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

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

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

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

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

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Sreedevi Bhathala Mohanraj
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	In*Situ Architecture 112 Texas Avenue El Paso, Texas 79901 ATTENTION: Ramina Deroee

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.

IN*SITU ARCHITECTURE

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

for 12/11/2025
City Attorney

EXHIBIT A

A. Project assignment is initiated by the City providing the CONTRACTOR a detailed project description, including scope of work and any other special instructions needed by the CONTRACTOR to provide complete services necessary for carrying out the work presented by the City. The CONTRACTOR shall provide services that may include, but not be limited to, the following:

    1. Pre-Design Services including but not limited to cost estimating, programming, building code reviews, master planning, and feasibility studies
    2. Preliminary and Schematic Design Services
    3. Design Development Services
    4. Construction Documents Services
    5. Design Services may include architectural, civil, structural, mechanical, electrical engineering, plumbing, and landscape architectural services
    6. Construction Contract Procurement (Bidding or Negotiation) Services
    7. Construction Contract Administration Services
    8. Other types of professional services of a nature consistent with the intent of the RFP, i.e. gathering public input, public meetings, Council meetings
    9. Contact authorities having jurisdiction

B. Documents required to be prepared by the CONTRACTOR will vary depending on the scope of work of the individual Project Order; generally, may consist of the following but not limited to:

    1. Pre-Design Services shall consist of a written program, diagrams and drawings containing design objectives, space requirements, space relationships, flexibility and expandability, site and landscaping requirements, and construction cost estimates.
    2. Preliminary and Schematic Design documentation shall consist of conceptual site and building plans, study models, perspective sketches, electronic modeling, or combinations of these media; and construction cost estimates.
    3. Design Development and Construction Documents Services consist of specifications, drawings, and bid documents.
    4. Construction Contract Administration documentation shall consist of copies of field reports, shop drawings, progress photographs, and drawings of record.
    5. Documents prepared by the CONTRACTOR for use by the City shall be delivered in electronic format in an application acceptable to the City; typically, MSWord, Excel, Building Information Modeling (BIM), and Autocad (latest version). Documents specifically for use in bidding the

work of a Project Order shall be delivered to the City in an acceptable Americans with Disabilities Act (ADA) format.

C. The CONTRACTOR shall also be able to provide the services of specific sub-consultants, including but not limited to the following:

1. Landscape Architect
2. Interior Designer
3. Professional Engineers (Civil, Structural, Electrical, Mechanical)
4. Specialized Consultants (e.g. Architectural Programming, Acoustics, Environmental Assessments, LEED certification, Historic Building Preservation / State Historic Preservation Office [SHPO])

City of Las Cruces

Procurement

-, -

700 N. Main Street, Las Cruces, NM 88001

[IN*SITU ARCHITECTURE] RESPONSE DOCUMENT REPORT

RFP No. 25-26-004

Architectural & Engineering Services

RESPONSE DEADLINE: September 9, 2025 at 4:00 pm

Report Generated: Thursday, November 20, 2025

In*Situ Architecture Response

CONTACT INFORMATION

Company:
In*Situ Architecture

Email:
raminafd@insituarc.com

Contact:
Ramina Deroee

Address:
112 Texas Avenue
El Paso, TX 79901

Phone:
(915) 533-7488

Website:
www.insituarc.com

Submission Date:
Sep 9, 2025 2:38 PM (Mountain Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 14, 2025 10:26 PM by ramina Deroee

Addendum #2
Confirmed Sep 2, 2025 10:13 PM by ramina Deroee

Addendum #3
Confirmed Sep 5, 2025 5:51 PM by ramina Deroee

QUESTIONNAIRE

1. RFP Compliance Declaration*

In compliance with the requirements of this RFP, I offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

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

Confirmed

2. NM Tax & Revenue Dept. CRS

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

03333656003

3. Current NM Secretary of State Business ID

Corporations Only

NA

4. Current CLC Business Registration

Respondents located in Las Cruces only

NA

5. Federal I.D. Number *

45-2649635

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

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

6.1. Technical Approach

6.1.A. Approach to Architecture

In*Situ Architecture brings a unique approach to the practice of architecture, shaped by the leadership and diverse experience of our principals. One of our greatest strengths is the ability to strategically dissect and analyze building programs during pre-development and master planning.

We specialize in this program analysis to help clients identify the highest and best use of property, ensuring long-term success and return on investment. By engaging deeply with clients and seeing through their perspective, we challenge assumptions and expand possibilities—reframing space, function, and budget constraints into opportunities. This forward-looking process allows us to “see the forest through the trees” and design spaces that serve today’s users while remaining adaptable for the future.

One example is an ongoing project in Alamogordo that began as a simple rehab of a small railroad museum. Through critical analysis with the client group, we helped reveal the real mission—achieving long-term financial sustainability. By uniting partner organizations in a shared space, the project grew into a grand vision for the city: a destination for visitors and a business incubator.

> “ IN*SITU’S INSIGHT AND OBJECTIVITY COMPLETELY CHANGED THE DIRECTION OF OUR PROJECT. WE ARE NOW WORKING ON A PROJECT WITH THE CHAMBER OF COMMERCE, THAT WE BELIEVE WILL HELP BRING ALAMOGORDO INTO THE FUTURE.” — Michael Shyne, Trustee, Sheldon Trust, Alamogordo

Our specialized experience lies in taking on the most complicated, multi-phased, and budget-challenged projects—often in the core of the city on tight sites. We welcome these design challenges and build teams of trusted engineers and partners, with relationships spanning many years of regional collaboration.

The In*Situ team is always thinking about a building's future—what new lifespan it can be given and how it can remain adaptable for other uses. The Mulligan Building (City 2) is an early example, where we repurposed a 100-year-old structure into flexible office space. By organizing the core for meeting rooms and leaving the perimeter adaptable, then fast-tracking construction with a shell phase followed by tenant improvements, we delivered the project quickly, within budget, and ready to evolve as needs changed.

This approach is why we call ourselves In Situ—"in place." Every project begins with understanding its context, whether peeling back the layers of a historic structure or studying the physical and environmental elements of a new site. We respond in ways that are both sensitive and sustainable, ensuring the design is rooted in place and purpose.

We have found that the architecture that flows from this process is embraced by the community and, in turn, becomes timeless through that adoption. A clear example from our new construction portfolio is the Westside Natatorium, developed for the Parks Department at the City of El Paso. During predevelopment, we studied ten possible park sites for this 40,000 SF facility. Galatzan Park rose to the top as the ideal location—allowing us to co-locate with an existing pool and orient the building to maximize views of the Franklin Mountains. Its northeast orientation minimized solar exposure and brought in indirect daylight, creating both optimum energy efficiency and an uplifting interior environment.

The swimming community expected a large, prefabricated metal box over their new pool, but through intensive design efforts we delivered something more enduring—a cathedral to swim in. The joy on the faces of swimmers and coaches during the opening-day competition told us all we needed to know. Since then, the community has fully embraced the Natatorium as the home of competitive swimming in El Paso. This is success to us as architects and the essence of In Situ—to create places that elevate community life through critical thinking and design.

6.1.B. Approach to Architecture

The City of Las Cruce's RFQ aligns perfectly with our current project timeline. With the majority of our ongoing projects either in the Construction Documents (CDs) phase, out for bid, or under construction, we have the availability, resources, and financial stability to commence work immediately upon selection. Our team is well-equipped to manage multiple projects concurrently, ensuring high-

quality outcomes delivered on time and within budget. With a dedicated architectural staff of eight, In*Situ Architecture is fully capable of handling large-scale, complex, and multiphase projects.

o Integrated Project Delivery

o Master Planning

o Programming

o Facility Assessment

o Feasibility Studies

o Cost Estimating

o Conceptual Design Sustainable

o Design and Certifications

o Historic Preservation Consulting

o Space Analytics

o Traffic Analytics

o Construction Documentation

- Bidding and Construction Administration
- Job site meetings, construction observation, field reports, punch lists
- Processing and delivery of RFI's and ASI's
- Review and approval of Contractor's Applications for Payment
- Review of shop drawings and construction materials
- Punch-list at close-out for quality control and accuracy

- Review and approval of project close-out documents
- Analysis of final construction cost and report to owner

We work collaboratively with owners, contractors, and consultants to deliver high-quality projects on time and within budget. Our team approach draws on the expertise of all partners, ensuring complete construction documents and practical designs that balance quality with cost. Many of our referrals come from repeat clients who value this collaborative and realistic process.

6.1.C. Project Delivery & Methodology

o Service Philosophy & Design Methodology:

At In*Situ Architecture, our service philosophy centers on excellence, client satisfaction, and transformative architectural solutions. We prioritize open communication, active listening, and understanding our clients' needs. By fostering trust and collaboration, we deliver customized designs that meet client expectations. At In*Situ, we take ownership of our projects.

Our design methodology is about seeking ideas and answers, not adhering to a predetermined aesthetic or rigid style. Each project begins with a rigorous inquiry into location and program specifics, acknowledging and addressing the pre-existing context. We're sensitive to the nuances of place, responsive to content, materials, and the cultural, historical, and physical environment. While respecting precedent, we prioritize creativity and strive to craft unique, transformative designs that go beyond imitation, resulting in true art.

o Assessment, Scoping and Programming Phases:

Through our extensive experience, we have identified that one of the primary challenges to project success from the outset is the potential misalignment between scope, project criteria, and construction budget. To address this, we recommend thorough assessments of scoping and estimating before formal design, especially if the budget is tight. This ensures better alignment and a successful project foundation.

Once formally assigned a project, In*Situ will assemble the team of consultants based on the project requirements, each consultant's experience, and their availability. We review the scope with them to prepare fee proposals, clarifying responsibilities and fostering cooperation and coordination among team members.

o Owner Engagement & Input Tracking:

In the early design phases for tasked projects, the In*Situ team will meet with the City of Las Cruces representatives and stakeholders to refine the specifics of the program and determine how well it aligns with the project budget. As the project progresses through final design, we will meet periodically with stakeholders and our consultant team to ensure the goals and objectives for the tasked projects are achieved on time and within budget. Owner input is tracked through checklists reviewed by project managers and managing principals, with comments incorporated into design reviews at each major phase. Regular team meetings ensure all comments are addressed and input is not lost.

- Quality Assurance & Quality Control:

At In*Situ Architecture, we pride ourselves on delivering high-quality designs on time and within budget. Contractors praise our detailed plans and effective Quality Control shown in tight bid spreads and few Change Orders. This success is from a robust quality assurance program with key elements.

* Quality Control Reviews: In*Situ employs an internal QA/QC Architect who oversees and monitors the project documentation process, ensuring deliverables meet standards and client expectations. Jeff Hillmeyer, RA, In*Situ's Project Architect for the Construction Phase and lead Specifier, leads this effort. Regular reviews by him and the principal architects with design teams are conducted at each milestone to cross-reference design intent with the project manual, ensuring compliance with performance, technical, and regulatory requirements.

* Building Information Modeling (BIM): BIM plays a pivotal role in our quality control process. We utilize BIM as the primary tool for coordinating all design documents throughout the project's lifecycle, from concept to completion. By leveraging BIM, we streamline communication and collaboration among team members, refine the production workflow, reduce delays, change orders, and overall project time, ensuring that our designs meet the desired quality standards.

* Cost Estimating as Quality Check: Accurate cost estimating is essential for quality control. At each design phase, our team conducts independent cost estimates, meticulously reviewing the scope of work. This thorough analysis ensures all requirements are met, the project stays within budget, and potential cost reductions are identified. We also incorporate flexibility in the bidding phase with allowances, alternates, and unit prices to manage costs effectively.

- During the construction Phase:

In*Situ's Project Architect for Construction Phase, Jeff Hillmeyer, along with our Project Managers, will provide on-site support to assist with technical inquiries, respond to RFIs, review submittals and shop drawings, and conduct regular site observations to ensure

adherence to the design intent. The architectural team will oversee construction through inspections to ensure it aligns with the Construction Documents.

- Project Management plan:

Our project management approach emphasizes efficiency, transparency, and accountability. Using Monograph software, a project management platform designed for architects, we create detailed schedules, Gantt charts, and progress dashboards. Monograph enables us to track time, budgets, and milestones in real time—preventing errors from mismanagement or understaffing and ensuring resources are allocated efficiently. Regular reports generated through Monograph support proactive risk management, keep owners informed, and provide measurable accountability throughout the project lifecycle.

- Sustainable Design:

In*Situ is committed to sustainable, high-performance design. We integrate strategies to minimize environmental impact, maximize energy efficiency, and extend building lifespans. Our experience includes two of El Paso's first LEED Gold projects, as well as the LEED Silver–certified Eastside Regional Recreation Center and the Sun Metro Upper Eastside Transit Center, which earned Two Green Globes. We view sustainability as inseparable from good design, ensuring projects benefit communities long into the future.

12781
summetro

in*situ
ARCHITECTURE

September 9, 2025

Dear Members of the City of Las Cruces Selection Committee,

On behalf of our entire In*Situ Architecture team, it is an honor to submit our qualifications for Architectural and Engineering Serviceswith varying scopes of work for the City of Las Cruces . We share the City's vision of an inclusive community recognized for its cultural diversity, natural amenities, and vibrant quality of life, and its mission to deliver customer-focused services that strengthen "quality of place." Our team is prepared to support the City's 2021–2026 Strategic Plan and the Elevate Las Cruces Comprehensive Plan—advancing community prosperity and attainable housing, environmental sustainability and climate action, capital improvements and multimodal infrastructure, transparent engagement, and public safety—through practical, fiscally responsible design that benefits current and future Las Crucens.

In*Situ is an El Paso–based multidisciplinary firm known for award-winning designs tailored to the Chihuahuan Desert region. We bring extensive experience in new construction, historic preservation, and renovation for public and private clients across the Southwest. Our work delivers thoughtful, region-responsive solutions grounded in quality, accountability, and trust—advancing the organizations and communities we serve across the region.

We take great pride in our history of serving a diverse array of governmental entities, including the City of El Paso (CoEP). Over the past 13 years, In*Situ has served CoEP and assisted the Capital Improvement Department in successfully completing multiple projects of varied scale from the small to very large and complex multi-phased delivery projects that were awarded through standalone RFQ selections as well as through our prior On-Call contracts. Notable projects include the Mulligan Building (City 2), providing over 73,000 square feet of Class A office space; the Westside Natatorium, El Paso's first 50-meter competition facility; the internationally recognized Eastside Regional Recreation Center; and the Sun Metro Upper

6.1. TECHNICAL APPROACH

6.1.A. APPROACH TO ARCHITECTURE

In*Situ Architecture brings a unique approach to the practice of architecture, shaped by the leadership and diverse experience of our principals. One of our greatest strengths is the ability to strategically dissect and analyze building programs during pre-development and master planning.

We specialize in this program analysis to help clients identify the highest and best use of property, ensuring long-term success and return on investment. By engaging deeply with clients and seeing

through their perspective, we challenge assumptions and expand possibilities—reframing space, function, and budget constraints into opportunities. This forward-looking process allows us to "see the forest through the trees" and design spaces that serve today's users while remaining adaptable for the future.

" IN*SITU'S INSIGHT AND OBJECTIVITY COMPLETELY CHANGED THE DIRECTION OF OUR PROJECT. WE ARE NOW WORKING ON A PROJECT WITH THE CHAMBER OF COMMERCE, THAT WE BELIEVE WILL HELP BRING ALAMOGORDO INTO THE FUTURE."

— Michael Shyne, Trustee, Sheldon Trust, Alamogordo

Our specialized experience lies in taking on the most complicated, multi-phased, and budget-challenged projects—often in the core of the city on tight sites. We welcome these design challenges and build teams of trusted engineers and partners, with relationships spanning many years of regional collaboration.

The In*Situ team is always thinking about a building's future—what new lifespan it can be given and how it can remain adaptable for other uses. The Mulligan Building (City 2) is an early example, where we repurposed a 100-year-old structure into flexible office space. By organizing the core for meeting rooms and leaving the perimeter adaptable, then fast-tracking construction with a shell phase followed by tenant improvements, we delivered the project quickly, within budget, and ready to evolve as needs changed.

This approach is why we call ourselves In Situ—"in place." Every project begins with understanding its context, whether peeling back the layers of a historic structure or studying the physical and environmental elements of a new site. We respond in ways that are both sensitive and sustainable, ensuring the design is rooted in place and purpose.

We have found that the architecture that flows from this process is embraced by the community and, in turn, becomes timeless through that adoption. A clear example from our new construction portfolio is the Westside Natatorium, developed

6.1.B. APPROACH TO ARCHITECTURE

The City of Las Cruce's RFQ aligns perfectly with our current project timeline. With the majority of our ongoing projects either in the Construction Documents (CDs) phase, out for bid, or under construction, we have the availability, resources, and financial stability to commence work immediately upon selection. Our team is well-equipped to manage multiple projects concurrently, ensuring high-quality outcomes delivered on time and within budget. With a dedicated architectural staff of eight, In*Situ Architecture is fully capable of handling large-scale, complex, and multiphase projects.

- Integrated Project Delivery
- Master Planning
- Programming
- Facility Assessment
- Feasibility Studies
- Cost Estimating
- Conceptual Design Sustainable
- Design and Certifications
- Historic Preservation Consulting
- Space Analytics
- Traffic Analytics
- Construction Documentation
    - Bidding and Construction Administration
    - Job site meetings, construction observation, field reports, punch lists
    - Processing and delivery of RFI's and ASI's
    - Review and approval of Contractor's Applications for Payment
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6.1.C. PROJECT DELIVERY & METHODOLOGY

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o Assessment, Scoping and Programming Phases:

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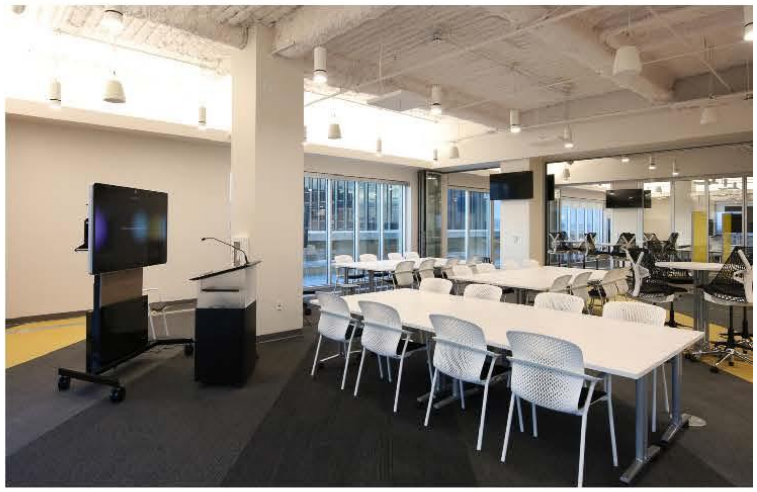

Topt: City of El Paso's Community Development, Blue Flame Building, 2020
Bottom: Blue Flame Historic Adaptive Reuse, 2020

o Quality Assurance & Quality Control:

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MAJOR TASKS TO BE ACCOMPLISHED*

In*Situ Architecture and our consultant team will provide comprehensive professional services to deliver the City of Las Cruces project from programming through post-construction. Major tasks include:

- Project Management & Coordination – Establish clear communication protocols, bi-weekly meetings, and documentation to ensure scope, schedule, budget, and quality are maintained.
- Assessment, Scoping, and Programming – Conduct facility assessments, program confirmation, and early budget reconciliation to align project goals with available resources.
- Site Selection & Analysis (as applicable) – Evaluate potential sites with attention to circulation, adjacencies, orientation, servicing, and integration with surrounding context.

- Schematic Design (SD) – Develop conceptual layouts, massing studies, and preliminary system strategies with cost estimates and stakeholder workshops.
- Design Development (DD) – Refine building systems, materials, finishes, and performance requirements; update cost models to confirm alignment with budget.
- Construction Documents (CD) – Produce coordinated drawings and specifications using BIM for clash detection and integration across disciplines.
- Bidding & Procurement – Assist with contractor solicitation, provide clarifications, and issue addenda.
- Construction Administration (CA) – Conduct site observations, review RFIs and submittals, prepare field reports, and monitor schedule, cost, and quality.
- Project Close-Out & Post-Occupancy – Coordinate punchlists, review warranties and O&M manuals, prepare record drawings, and conduct post-occupancy evaluation.

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

- Project Management & Coordination – In*Situ will establish a clear communication framework with the City that includes bi-weekly meetings, progress reports, and decision logs. Using Monograph software, we will track schedules, deliverables, budgets, and risk items in real time, providing transparency and accountability. Meeting minutes will be issued to confirm decisions and maintain alignment. We will coordinate closely with our consultants to confirm responsibilities, balance

workloads, and ensure all disciplines remain synchronized. Our team is equally skilled in managing Design–Bid–Build, CMAR, and Design–Build delivery processes, and we will apply the right tools and strategies to fit the City's chosen method.

- Assessment, Scoping & Programming – We will begin each project with thorough assessments of existing conditions and program needs, working directly with the City and stakeholders to define priorities and goals. Early cost models and independent estimates will be prepared to reconcile scope and budget, reducing risk of misalignment. Our principals and project managers will lead programming workshops to capture owner engagement at this critical stage. The consultant team will be assembled based on project requirements and availability, with responsibilities clearly defined to establish accountability.

- Schematic Design (SD) – During schematic design, In*Situ will develop conceptual layouts, massing studies, and design alternatives. We will initiate sustainability strategies such as energy modeling and daylighting analysis while also conducting preliminary code, life-safety, and accessibility reviews. Preliminary cost estimates will be prepared in collaboration with cost consultants, and designs will be refined with direct owner engagement through milestone presentations and documented approvals before moving forward.

- Design Development (DD) – We will refine the schematic design into coordinated architectural, structural, MEP, and civil systems. Materials, finishes, and performance standards will be defined in collaboration with stakeholders. Updated cost estimates and value-engineering workshops will confirm scope-to-budget alignment. Our team will continue sustainability integration and perform updated life-safety and ADA reviews. Owner engagement will remain central, with milestone reviews conducted under the Continual Approvals Process (CAP) to ensure accountability and maintain schedule.

- Construction Documents (CD) – In this phase, we will produce complete and coordinated drawings and specifications using BIM for clash detection and consultant integration. Deliverables will be phased (50%, 75%, 90%, 100%) to allow for timely cost checks and reviews. Our internal QA/QC Architect will conduct milestone reviews to ensure technical accuracy and compliance

with performance, regulatory, and code requirements. Owner engagement will be maintained through milestone presentations and review sessions.

- Bidding & Procurement – We will support the City throughout bidding by responding promptly to contractor questions, issuing addenda, and clarifying design intent. Where required, we will assist the City in evaluating contractor proposals and alternates to ensure alignment with project budget and program goals.

- Construction Administration (CA) – During construction, In*Situ will provide timely responses to RFIs, submittals, and shop drawings, supported by consultant coordination. Our team will conduct regular site visits and issue digital field reports with photo documentation to monitor progress and compliance. We will review pay applications, proposed change orders, and schedules to protect the City's interests. Owner engagement will continue through regular construction meetings and progress reviews, with all issues tracked in Monograph for accountability.

- Project Close-Out & Post-Occupancy – At close-out, In*Situ will prepare punchlists and verify completion of corrective work. We will review and approve warranties, O&M manuals, and record drawings to ensure completeness. Training sessions will be provided for City staff on building systems, and an 11-month warranty walk-through will be conducted. A post-occupancy evaluation will be performed in collaboration with the City to confirm project performance and capture lessons learned for future initiatives.

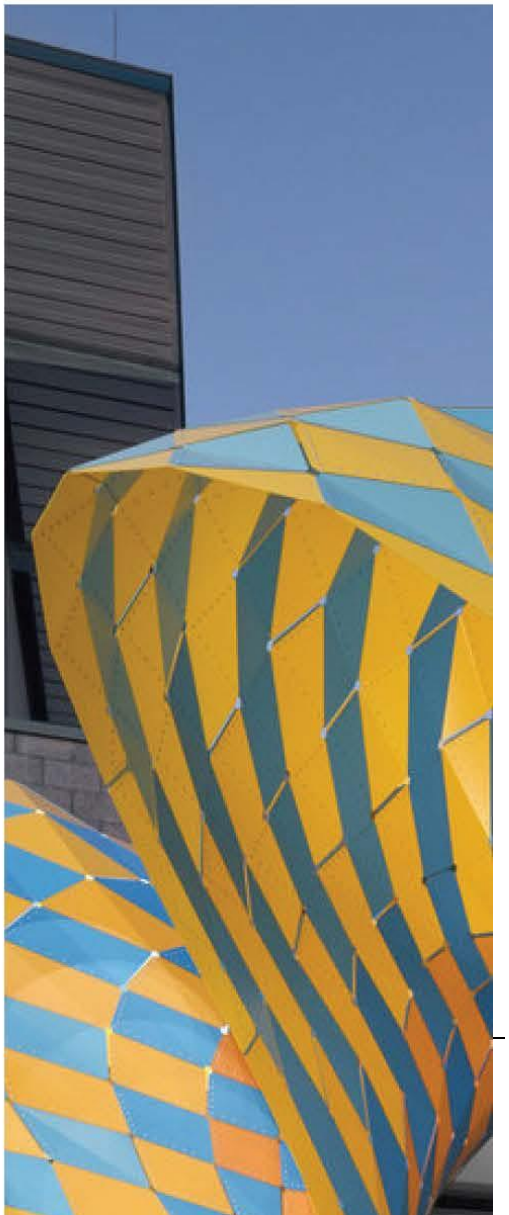
7. Technical Proposal Content - Evaluation Criteria No. 2 - Qualifications/Competence

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

TEAM CONTACT INFORMATION AND ORGANIZATION

In*Situ Architecture, PLLC
112 Texas Avenue
El Paso, TX 79901
T 915.533.7488
www.insituarc.com

Primary Point of Contact
William C. Helm AIA, NCARB, CNU-A
Principal in Charge
E wchelm@insituarc.com
M 915.227.2040



CITY OF LAS CRUCES
On Call Professional Services

PRIME FIRM, LEAD DESIGNER

in*situ ARCHITECTURE

William Helm, AIA, CNU-A
Principal in Charge — Point of Contact

Edgar Lopez AIA, CNU-A
Principal Architect — Lead Designer

Mario Silva, AAIA, CNU-A, MArch
Project Manager

PRIMARY CONSULTANTS

STRUCTURAL ENGINEER
Michael Stubbs, PE, Stubbs Engineering

CIVIL ENGINEER
Robert Gonzales, Quantum Engineering

MECHANICAL, ELECTRICAL, PLUMBING ENGINEERS
Jose A Morales, PE, Raxis Engineering
Javier Garciar, PE ,Bath Group & Commissioning

LANDSCAPE DESIGN

WILLIAM C. HELM, AIA, NCARB, CNU-A

Principal Architect | In*Situ Architecture

Role: Principal in Charge and Primary Point of Contact for the design team.

With a deep understanding of local needs, Bill has established himself as a leader in downtown redevelopment, historic restoration, and adaptive reuse projects. His founding of In*Situ in 2011 set new design and service standards, proven by prestigious AIA awards, his detail-oriented leadership, and collaborative innovation. Bill's calm leadership and attention to detail ensure quality control, fostering innovation and exceptional outcomes. His dedication to preserving cultural heritage and revitalizing urban spaces reflects a commitment to sustainability and impactful design, setting high standards for In*Situ's projects that consistently exceed expectations. John is a knowledgeable energy executive with a strong financial background, and over 44 years of industry experience.

EDUCATION

Master of Architecture,
University of SUNY

Bachelor of Fine Arts,
Ball State University

NM REGISTRATION

005073

AVAILABILITY

45%

YEARS OF EXPERIENCE

22

RELEVANT PROJECTS

CoEP – Sun Metro Far East Terminal
CoEP – Historic Rehabilitation of the Mulligan Building - City 2
CoEP – Fire Station# 19, 20, 22 & 24 Renovation and Addition
CoEP – Pioneer Plaza + Mills Promenade Master Planning
Blue Flame Building Rehabilitation & Adaptive Reuse
WestStar Tower
FMM – Kress Building Historic Rehabilitation, El Paso, TX (ongoing)

EDGAR LOPEZ, AIA, CNU-A

Principal Architect | In*Situ Architecture

Role: Design Principal & Design Leader

CESAR GONZALEZ, AAIA

Project Manager | In*Situ Architecture

Role: Project Manager, BIM Manager & Design coordinator

Cesar Gonzalez first joined In*Situ in 2012. Since then, he has contributed to the design and handling of construction documents on multiple public developments, commercial, civic, and urban projects. He has worked on a number of important award-winning renovation and new construction of In*Situ projects.

Cesar offers high-level design outcomes while mitigating challenging budgets and schedules. He brings a unique ability to create synergistic designs that are more user-friendly and more efficient to build and operate. Through careful listening and through knowledge of planning, accessibility, sustainability and technology concepts and standards, he exceeds client expectations.

EDUCATION

Master of Architecture, Texas Tech University

Bachelor of Science in Architecture, Texas Tech University

NM REGISTRATION

In Progress

AVAILABILITY

70%

YEARS OF EXPERIENCE

14

RELEVANT PROJECTS

CoEP – Sun Metro – Far East Terminal
CoEP – Mulligan Building – City 2
CoEP – Westside Natatorium
CoEP – Eastside Regional Park and Recreation Center Phase I
CoEP – Eastside Regional Park Phase II (Ongoing)
CoEP – Fire Station# 5 - Assessment & Improvements
CoEP – Pavo Real Recreation Center - Assessment & Improvements
CoEP – Chelsea pocket Park
CoEP – Paseo de Las Luces, El Paso Street Improvements

PETER MARTINEZ, AAIA

Project Manager | In*Situ Architecture

Role: Project Manager, BIM Manager & Design coordinator

MARIO SILVA, AAIA

Project Manager | In*Situ Architecture

Role: Project Manager, BIM Manager & Design coordinator

Mario Silva, a Project Manager at In*Situ since 2012, is instrumental in their award-winning projects. His expertise encompasses design, construction documents, and a wide array of project types. Mario's fusion of architectural skill and dedication to historic preservation fuels innovative problem-solving and sustainable design practices. He excels at grasping client priorities swiftly, demonstrating quick thinking, exceptional organizational skills, and a steadfast commitment to excellence. These qualities guarantee that every project led by Mario is executed with precision, meeting the highest standards of design and functionality.

EDUCATION

Master of Architecture, Texas Tech University

Bachelor of Science in Architecture, Texas Tech University

NM REGISTRATION

In Progress

AVAILABILITY

65%

YEARS OF EXPERIENCE

13

RELEVANT PROJECTS

CoEP – Historic Rehabilitation of the Mulligan Building - City 2
CoEP – Westside Natatorium
CoEP – Fire Station# 20 Bay Addition
CoEP – Fire Station# 21 Addition
CoEP – Pioneer Plaza + Mills Promenade Master Planning
Ysleta Del Sur Pueblo - Tigua Warehouse
Plaza Hotel Historic Rehabilitation, El Paso, TX
Blue Flame Building Historic Rehabilitation & Adaptive Reuse, El Paso, TX
Various Office Tenant Improvements

JEFFREY HILLMEYER, RA

CA/CQ Architect & Specwriter | In*Situ Architecture

Role: Lead Specifier, CA/CQ Architect, Project Architect during construction phase

DUE TO SPACE LIMITATIONS AND THE PAGE CAP, THE REMAINING RESUMES ARE SUMMARIZED BELOW. FULL RESUMES CAN BE PROVIDED UPON REQUEST

7.1. KEY PERSONNEL

7.1. A. INSITU STAFF

OUR TEAM CONSISTS OF SENIOR LEVEL DESIGN PROFESSIONAL COMMITTED TO YOU!

In*Situ Architecture, founded by William Helm, AIA, and Edgar Lopez, AIA, is ready to begin projects for City of Las cruces. With over 53 years of combined sustainable design expertise, they offer personal service for complex, large scale, multiphase projects. The two principal architects are directly involved in all projects. Working directly with a partner/owner ensures your project is led by a senior architect with extensive design experience and fiscal authority for quick decision-making and issue resolution.

The diversity of our team, each member bringing deep expertise across a range of disciplines, is the foundation of In*Situ's design philosophy. This approach enables us to create inventive, multi-dimensional team structures that mirror the complexity of today's clients and projects, resulting in thoughtful and impactful design solutions. We take pride in the qualifications of our staff—every individual contributing to your design documents is either a licensed professional or actively pursuing licensure. This ensures our clients benefit from architectural professionals with a comprehensive understanding of building systems and details. We believe this model delivers the highest level of service across the Southwest region.

* In*Situ's Project Managers

Mario Silva, AAIA, CNU-A: 13 years of experience; 13 years with In*Situ

Cesar Gonzalez, AAIA: 13 years of experience; 12 years with In*Situ

Fernando Trejo, AAAIA: 11 years of experience; 9 years with In*Situ

Ramina Deroee, AAIA: 14 years of experience; 5 years with In*Situ

Peter Martinez, AAIA: 8 years of experience; 3 years with In*Situ

* CA/CQ Architect / Senior Specwriter

Jeff Hillmeyer, RA: 45 years of experience; 9 years with In*Situ

* In*Situ's Architectural Designer-Drafter

Luciano Contreras: 2 years of experience; 2 years with In*Situ

7.1. B. CONSULTANTS

At In*Situ Architecture, we prioritize working with highly qualified consultants. Our consultant team has a proven track record, having successfully collaborated on numerous projects throughout the southwest region. Each project team is thoughtfully assembled based on the project requirements, taking into account the experience and availability of each consultant to ensure timely project completion. Additionally, the ability to work with Building Information Modeling (BIM) is a key criterion in our consultant selection process as it enables effective coordination among team members with diverse areas of expertise.

STUBBS ENGINEERING I Structural Engineering

Michael A. Stubbs, PE, SE, DBIA – President (40% Project Involvement)

Mr. Stubbs, a graduate of New Mexico State University, has 25+ years of structural and civil engineering experience. As founder and principal of Stubbs Engineering, he combines design and construction expertise to deliver cost-effective, functional, and aesthetic solutions.

Key projects include the Anthony Water & Sanitation District Farmers' Market/Youth Recreation Center, Conlee Elementary Kitchen Addition (Las Cruces), and Hermosa Heights Elementary Multipurpose Room (Las Cruces).

Education: B.S. Civil Engineering, New Mexico State University, 1998

QUANTUM ENGINEERING I Civil Engineering

Robert Gonzales, PE – President (40% Project Involvement)

Mr. Gonzales has over 40 years of experience managing and designing civil engineering projects in El Paso and southern New Mexico. His expertise includes land development, master planning, roadway and drainage infrastructure, traffic circulation, stormwater design, park improvements, and utility infrastructure. He has led major assignments such as Piedras Street Reconstruction, Coronado Road Drainage Improvements, and a Wastewater Line Replacement and Lift Station project in Dell City, NM.

Education: B.S. Civil Engineering, University of Texas at El Paso, 1985

BATH GROUP I MEP Engineering

Javier Garcia, PE – Principal in Charge Electrical Engineer (40% Project Involvement)

Mr. Garcia brings 32 years of experience, including 25 years with Bath Group, designing and commissioning mechanical and electrical systems for municipal, healthcare, education, military, commercial, and industrial clients across the U.S. and Mexico. His expertise includes lighting, controls, power distribution, emergency generators, UPS systems, and low-voltage/special systems, with broad knowledge of mechanical design.

He is a Registered Professional Engineer in Texas (No. 84655) and New Mexico (No. 14969). Representative work includes Domenici Hall at NMSU, Snell Middle School, Sonoma Ranch Elementary, Hatch Elementary, the Tech Center at NMSU–Alamogordo (LEED Gold), El Paso Health Department Laboratory, El Paso City Hall Chiller Replacement, and Valle Verde AST Building at EPCC.

Education: B.S. Electrical Engineering, University of Texas at El Paso, 1991

Fernando Luna, PE – Mechanical Engineer (45% Project Involvement)

Mr. Luna has 18 years of experience in HVAC, mechanical, and plumbing design for education, healthcare, municipal, commercial, and federal facilities. His expertise includes central plants, labs, and critical spaces, with strong skills in project management and construction administration. Clients include El Paso Water, City of El Paso, UMC, Fort Bliss, and Gadsden ISD.

Licensed PE in Texas (No. 120684) and New Mexico (No. 21694). Key projects: Loma Linda Elementary (VRF upgrade), El Paso City Hall Chiller Replacement, Fire Station #37 (LEED Silver), International Water Quality Lab Assessment, UTEP Boiler Replacement, and UMC Bi-Plane Cath Lab Renovation.

Education: B.S. Mechanical Engineering, UTEP, 2006; M.S. Mechanical Engineering, UTEP, 2011

RAXIS ENGINEERING I MEP Engineering

Jose A. Morales, PE, CEM – Principal (40% Project Involvement)

Mr. Morales, a licensed mechanical engineer since 2012, has 12+ years of experience in mechanical, electrical, and plumbing (MEP) design. He provides expertise in mechanical and plumbing systems for commercial, institutional, and industrial facilities, while also offering energy consulting services as a Certified Energy Manager. Representative projects include Hondo Senior Center (NM), Rio Grande Medical Group (Las Cruces, NM), Caverns Theatre (Carlsbad, NM), and Montecillo Aquatic Park (El Paso, TX).

Education: M.S. Mechanical Engineering, University of Houston, 2011; B.S. Mechanical Engineering, University of Texas at El Paso, 2005

SURROUNDINGS STUDIO I Landscape Design

Kenneth Francis, PLA, ASLA – Principal (45% Project Involvement)

Mr. Francis, a New Mexico–licensed landscape architect (LA590), has 27 years of combined architecture and landscape experience with a focus on sustainable water practices and green infrastructure. He has presented nationally on stormwater design and was profiled in *Smithsonian Magazine* for El Parque del Rio in Santa Fe.

Representative projects include Valle de Oro Wildlife Refuge Trails (Albuquerque), Cielo Grande Recreational Fields (Roswell), Arroyo Seco Recreational Park Master Plan, Santa Clara Skate Park, Salvador Perez Park, and El Parque del Rio (Santa Fe).

Education: M.L.A., Harvard GSD; B.Arch., The Cooper Union

TERRACON CONSULTANTS I Material testing & Environmental

R. Wade Watkins, CHMM, CAPM – Project Manager (25% Project Involvement)

Mr. Watkins has over 17 years of experience as an environmental consultant, specializing in site investigations, remediation, and hydrogeological supply issues. He has managed projects addressing soil and groundwater contamination from solvents, petroleum hydrocarbons, and metals, along with sensitive receptor surveys, groundwater characterization, and risk-based assessments. He has successfully investigated, overseen, and closed numerous TCEQ VCP, IOP, LPST, CA, and DCRP sites.

In addition, Mr. Watkins provides NEPA Land Use Compliance services for telecom projects, including FCC notifications, endangered species reviews, and SHPO evaluations.

Education: B.S. Forestry, Stephen F. Austin State University
Licenses/Certifications: Certified Hazardous Materials Manager (CHMM #14690); TCEQ Licensed LPST Project Manager (#PM0000375)

VERDACITY I Sustainability

Kris Callori, RA, LEED Fellow – Principal (35% Project Involvement)
Ms. Callori, a registered architect and LEED Fellow, has 25+ years of experience in sustainable design and high-performance buildings. As founder of Verdacity, she has guided numerous New Mexico projects to LEED certification, including the Sandoval County Flood Control Authority (LEED Platinum), Navajo Tribal Utility Authority Crownpoint (LEED Platinum), and NMSU Health & Social Services (LEED Gold).

Education: M.S. Biomimicry, Arizona State University; B.Arch., The Catholic University of America

Balis & Company I Cost Estimating

Jon Balis – Principal (30% Project Involvement)
Mr. Balis is the founder and principal of Balis & Company with over 30 years of cost estimating experience for public and private sector projects. His expertise includes K–12 schools, higher education, municipal facilities, healthcare, and large civic developments across New Mexico. He has provided independent cost estimates at all phases of design, helping owners maintain scope, schedule, and budget alignment.

Representative New Mexico work includes Fairview Elementary (Española), Kearny Elementary (Santa Fe), Valley View and Military Heights Elementary (Roswell), Joe Harris Elementary (Rio Rancho), and Longfellow Elementary (Raton).

PAT TAYLOR, Inc. I Adobe Preservation Consulting

Albert Patrick Taylor – Principal (45% Project Involvement) Mr. Taylor is a recognized adobe preservation specialist with over 40 years of experience in New Mexico, the Southwest, and Latin America. Through Pat Taylor Inc., he has led adobe restoration and conservation projects for historic landmarks, including the San Miguel Chapel in Santa Fe, San Albino Parish Office in Mesilla, and

multiple adobe structures in Las Cruces and Doña Ana County. His expertise includes adobe stabilization, lime plaster, earthen architecture, and training programs for at-risk youth in traditional construction techniques.

DICKENSHEETS DESIGN ASSOCIATE I Acoustic Consultant (If Needed)

Kenneth R. Dickensheets – Principal Consultant/CTO (45% Project Involvement)
Mr. Dickensheets has over 60 years of experience in acoustics, noise control, and audio-visual/IT systems design, including 37 years as Principal Consultant of Dickensheets Design Associates. Personally involved in every project, he has directed more than 6,000 assignments worldwide, including over 500 large-scale technology projects.

Representative projects include the Austin Central Library, The Alamo, The Tabernacle and Salt Lake Temple Restoration, San Antonio Emergency Operations Center, University of Texas Main Conference Center, Pearl Brewery Mixed-Use Redevelopment (San Antonio), and Austin City Limits Studios.

Education: Electro-Acoustics and Audio Technology, Brigham Young University; Radio/TV/Film Production, University of Wyoming

PRINCIPAL MEMBER/OFFICER OF THE FIRM RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT*
Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.

7.2 GENERAL INFORMATION OF POINT OF CONTACT AND CONSULTANTS

7.2. A. PRIME FIRM:

In*Situ Architecture, PLLC

112 Texas Avenue, El Paso, TX 79901

Primary Point of Contact: William C. Helm AIA, NCARB, CNU-A

Principal in Charge

E wchelm@insituarc.com

M 915.227.2040

O 915.533.7488

7.2.B. CONSULTANTS INFORMATION:

STUBBS ENGINEERING I Structural Engineering

227 E. Amador, Ste 200, Las Cruces, NM 88001

Founded by Michael A. Stubbs in 2010, Stubbs Engineering is a structural engineering firm with offices in Fort Worth, El Paso, and Las Cruces. Their team has experience ranging from small remodels to high-rise buildings, working with materials such as steel, concrete, wood, masonry, and aluminum. Dedicated to creative and cost-effective solutions, they collaborate closely with project teams to deliver designs that align with client needs and vision.

QUANTUM ENGINEERING I Civil Engineering

345 N Water Street, Suite 17, Las Crurces, NM 88001

QEC, founded in 2002, is a full-service engineering and sustainability consulting firm specializing in transportation, drainage, parks, water, wastewater, and land development. With over 100 years of combined experience, the firm delivers cost-effective, compliance-driven solutions for municipalities, TxDOT, and private clients. Recent projects include the Hawthorne Street Pedestrian-Bike Enhancement Project, where QEC served as prime consultant for civil design, drainage, stormwater, traffic control, and NEPA compliance.

RAXIS ENGINEERING I MEP Engineering

505 S. Main, Las Cruces, NM 88005

Raxis Engineering is a MEP engineering consulting firm founded in 1999 in El Paso, Texas. They have since expanded to an additional office in Las Cruces, New Mexico. They specialize in electrical and mechanical design, energy management, and energy auditing services for various types of buildings. Raxis Engineering is known for their technical expertise and commitment to client satisfaction.

BATH GROUP I MEP Engineering

5345 Wyoming Blvd. NE, Suite 201, Albuquerque, NM 87109

Bath Group has over 65 years of experience providing mechanical, electrical, instrumentation and controls, commissioning, and process safety management services. The firm delivers MEP design for new construction, renovations, and additions—covering electrical distribution, fire alarm, HVAC, plumbing, fire protection, central plant studies, commissioning, and system upgrades.

SURROUNDINGS STUDIO I Landscape Architect

1611 Paseo de Peralta, Santa Fe, NM 87501

Surroundings Studio provides landscape architecture, urban design, and planning with a focus on resilient, sustainable solutions. The firm has delivered award-winning projects across New Mexico and Texas, partnering with city governments and institutions for decades.

TERRACON CONSULTANTS I Material testing & Environmental

4450 Battaan Memorial East, Las Cruces, NM 88011

Terracon provides geotechnical engineering, construction materials testing, and environmental consulting services. With decades of experience across New Mexico and the Southwest, the firm supports public and private clients with site investigations, materials testing, and regulatory compliance to ensure safe, cost-effective, and sustainable projects.

VERDACITY I Sustainability

219 Central Ave NW, Suite 210, Albuquerque, NM 87102

Verdacity, LLC is a sustainability consulting firm specializing in resource-efficient, healthy built environments that harmonize with community and climate. Their team of professionals brings over 20 years of sustainable design and project management experience and is recognized as a B Corporation™, committed to ethical and transparent operations.

DICKENSHEETS I Acoustic Consultant

10919 Conchos Trail, Suite 100, Austin, TX 78726

Dickensheets Design Associates specializes in room acoustics, noise/vibration control, and AV system design. With decades of experience, the firm serves diverse clients including churches, schools, public buildings, and performing arts venues. Notably, they've completed high-profile acoustical redesigns like Texas Stadium, enhancing both speech clarity and sound quality for large-scale environments.

BALIS & COMPANY I Cost Estimating

4600 Montgomery Blvd, Albuquerque, NM 87109

Founded in 1981, Balis & Company is an independent construction cost consulting firm offering comprehensive services from programming through bid analysis, project scheduling, life cycle costing, and value engineering presentation.

PAT TAYLOR, Inc. I Adobe Preservation Consulting

P.O. Box 156, Mesilla, NM 88046

Albert Patrick "Pat" Taylor is a leading adobe conservation specialist based in Mesilla, New Mexico. With more than three decades of experience, he focuses on historic adobe preservation, including stabilization, restoration, mud and lime plaster application, facility assessments, and training. He is also co-author of Adobe Conservation: A Preservation Handbook and frequently leads workshops across the Southwest, Mexico, and South America.

*In*Situ* Architecture has collaborated with theser trusted consultants across the Southwest for many years, building strong working relationships that ensure seamless coordination and efficient delivery on complex, multi-phased projects.

LOCATION(S) OF OFFICE(S) *
Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

In*Situ Architecture

112 Texas Avenue, El Paso, TX 79901
– Approximately 65-70% of design work, including project management, programming, architectural design, BIM modeling, historic preservation, interior design, QA/QC, and construction administration.

Consultants – State of New Mexico

Various consultant offices across New Mexico

– Approximately 35% of project work, including structural, civil, MEP, sustainability, and cost estimating services. All core consultants are based in New Mexico to ensure local accessibility and responsiveness.

Acoustic Specialist – Austin, Texas (Services will be engaged only if required by the project)
– Specialized acoustic services will be provided from Austin, Texas, by a consultant licensed in New Mexico. This scope will be limited to specialty needs and fully coordinated through In*Situ Architecture.

PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK *
Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.

William C. Helm II, AIA, Principal in Charge

112 Texas Avenue, El Paso, TX 79901

NM License# 005073

State of New Mexico

Board of Examiners for Architects

the person whose name appears on this certificate has complied with the laws of the State of New Mexico regulating the practice of architecture in this state.

LICENSE NO.
005073

EXPIRES
December 31, 2026

William C. Helm II

GREAT SEAL OF THE STATE OF NEW MEXICO · 1912 ·

Melanie M. Gonzales
Executive Director

Detach here

STATE OF NEW MEXICO

Client#: 762268 INSITUAR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/29/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Hartford Service Center	
USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	PHONE (A/C, No, Ext): 713 490-4600	FAX (A/C, No): 713-490-4700
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company Ltd.	11000
INSURER B : XL Specialty Insurance Company	37885
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
In*Situ Architecture
112 Texas
P.O. Box 1952, El Paso, TX 79950
El Paso, TX 79901

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 INSR	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:			61SBAPB7081	07/05/2024	07/05/2025	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 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			61SBAPB7081	07/05/2024	07/05/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $10000			61SBAPB7081	07/05/2024	07/05/2025	EACH OCCURRENCE AGGREGATE 	$3,000,000 $3,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] PER STATUTE [ ] OTH-ER	

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

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

Insitu-Projects_.pdf

PRICE TABLES

COST MATRIX ONE

Delivered Services

Line Item	Description	Fee	Percentage
1	Services up to and including the completion of Design Development; including the delivery of Design Development documents.	Not to exceed % of the estimated cost of construction	50%
2	Services from the completion of Design Development up to and including the completion of construction documents; including the delivery of specifications, drawings and bid documents.	Not to exceed % of the estimated cost of construction	30%

Line Item	Description	Fee	Percentage
3	Services from the delivery of construction and bid documents up to and including the completion of construction contract administration; including the delivery of contract closeout documents.	Not to exceed % of the estimated cost of construction	20%

COST MATRIX TWO

Project Assignment

Line Item	Description	Unit of Measure	Unit Cost
1	Principal-In-Charge	Hourly Rate	$250.00
2	Project Architect / Project Engineer	Hourly Rate	$225.00
3	Architect	Hourly Rate	$175.00
4	Engineer (Structural, Mechanical, Electrical, Civil)	Hourly Rate	$185.00
5	Landscape Architect	Hourly Rate	$175.00
6	Interior Designer	Hourly Rate	$125.00
7	Cost Estimator	Hourly Rate	$100.00
8	Drafter	Hourly Rate	$75.00
9	Specification Writer	Hourly Rate	$125.00
10	Administration / Clerical	Hourly Rate	$75.00

COST MATRIX TWO CONT.

Project Assignment - Please list the position title and hourly rate for any other staff positions that are not included in the previous table.

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
1	Other (List)	Hourly Rate	Principal Architect	$225.00
2	Other (List)	Hourly Rate	Architect - Construction Administration CA/CQ	$150.00
3	Other (List)	Hourly Rate	Project Manager-Architect	$125.00
4	Other (List)	Hourly Rate	Arch-Staff-Level 3	$150.00
5	Other (List)	Hourly Rate	Arch-Staff-Level 2	$125.00
6	Other (List)	Hourly Rate	Arch-Staff-Level 1	$100.00
7	Other (List)	Hourly Rate	Arch Intern	$75.00
8	Other (List)	Hourly Rate	Architect - Design	$175.00
9	Other (List)	Hourly Rate	Architect - Design	$175.00

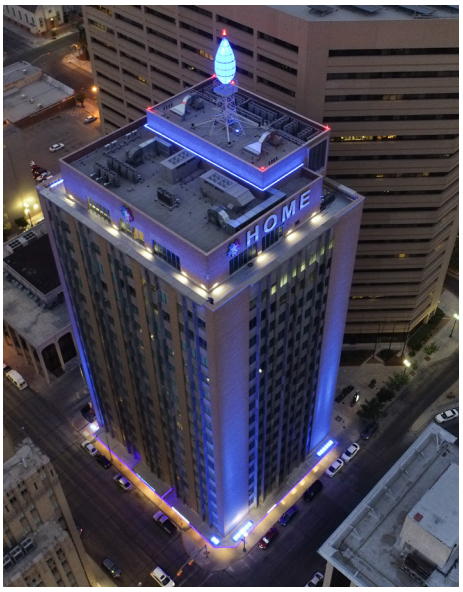
Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
10	Other (List)	Hourly Rate	Architect - Design	$175.00

TAB 8
PREVIOUS WORK/REFERENCES

EASTSIDE REGIONAL RECREATION CENTER, EL PASO, TX, 2020

FEATURE WORKS

In*Situ Architecture provides comprehensive architectural services across diverse project types. Our work is shaped by place and context, unified by a commitment to craft, beauty, and enduring design. We have successfully delivered complex, large-scale, multi-phase projects in both public and private sectors—consistently on time, within budget, and to the highest standards of quality. Each commission is an opportunity to test ideas, expand our thinking, and create buildings and spaces that elevate individuals and communities.



HISTORIC PRESERVATION

* Mulligan Building (City 2), Rehabilitation & Restoration, 2014

Kress Building Historic Adaptive Reuse, Ongoing

Presidio County Courthouse (Marfa), Historic Building Assessment, 2022

* Plaza Hotel Pioneer Park Building Historic Rehabilitation, 2019

* Blue Flame Building Historic Rehabilitation & Adaptive Reuse, 2021

** Award-winning Design Project*

TRANSIT CENTER & PUBLIC SAFETY

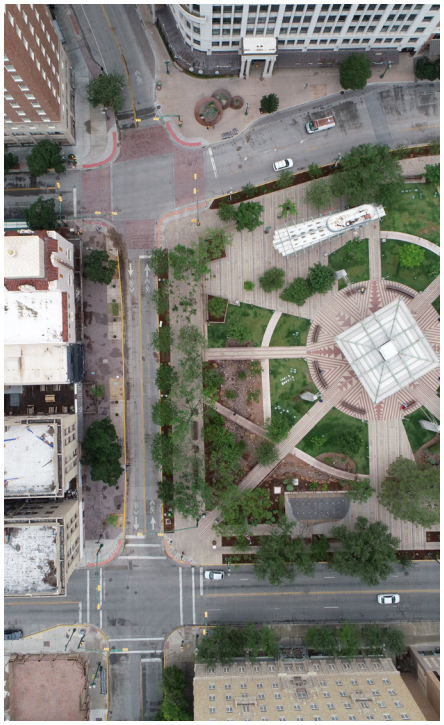
* Sun Metro Upper Eastside Transit, 2022

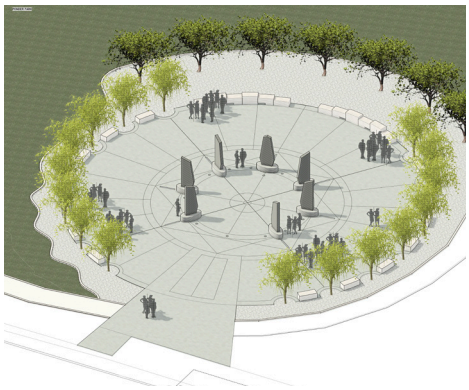
Fire Staion 5 Assesment & Improvements

RECREATION CENTER & SPORT

* Westside Natatorium, 2018

* Eastside Regional Recreation Center, 2022 (last 2 photos on right)





STREETSCAPE, PUBLIC SPACE & ECONOMIC DEVELOPMENT

* Pioneer Plaza + Mills Avenue Promenade Master Planning, 2021

Star Ceiling – El Paso Museum of Arts Foundation, 2024

Canyon at Cimarron, 2019

* Paseo de las Luces – El Paso Street Revitalization, 2016

August 3rd Memorial, 2024

The Watershed – Chelsea Pocket Park, 2024

** Award-winning Design Project*

Since our founding over 13 years ago, In*Situ has expanded its experience with the City of El Paso (CoEP) through a mix of RFQ selections and earlier On-Call contracts.

Moreover, we are deeply honored to have established lasting relationships as a trusted partner, providing ongoing on-call architectural services for the University of Texas at El Paso, Texas Tech University, El Paso Water, El Paso County. These collaborations underscore the value we bring to every project, and our commitment extends far beyond the initial engagement.

Below is a selection of completed and ongoing projects In*Situ Architecture has delivered for the City of El Paso through On-Call contracts:

- o Fire Station 2 Renovations, Ongoing
- o Fire Station 22 Renovations, Ongoing
- o Eastside Regional Park (Phase II), Ongoing
- o TAX Office Security Improvements, 2024
- o Leo Cancellare Pool - Assessment & Improvements,, 2024
- o Chelsea Pocket Park, 2024
- o Fire Station 20 Bay Addition, 2023
- o Fire Station 20 Bay Addition, 2023
- o Fire Station 19 Renovation & Addition, 2023
- o Fire Station 5 Improvements, 2023
- o El Paso Airport, Convair Master plan, 2022
- o Multiple Fire Station Assessments (1, 5, 9, 19, 20, 21, 37), 2020
- o Paseo de las Luces – Street Revitalization, 2018
- o Pioneer Plaza + Mills Promende Master planning, 2021
- o Memorial Library Addition and Improvements, 2020
- o San Jacinto Visitor Center & Public Restrooms, 2019

EL PASO FIRE STATION 20 – RENOVATION & ADDITION

El Paso, Texas

Project Square Footage
1,000 SF (Addition)
5,045 SF (Renovation)

Construction Cost
$370,675 (Phase 1)
$826,660 (Phase 2)

Completion:
February 2023 (Phase 1)
May 2025 (Phase 2)

Scope of Service
Complete Architectural Services including Construction Administration

Delivery Method
Design-Bid-Build

Project team Members
In*Situ Architecture:
William C. Helm, Project Architect
Edgar Lopez, AIA, Project Designer
Cesar Gonzalez, AAIA, Project Manager
Jeff Hillmeyer, RA, QA/QC

Client
City of El Paso

Reference:
Gilbert Guerrero, PE
Capital Improvement Department
915.212.1803
guerrerogx@elpasotexas.gov

Fire Station 20 in El Paso underwent a successful improvement and expansion project led by In*Situ Architecture through the City of El Paso's on-call contract, funded by the 2019 Public Safety Bond. The first phase focused on crucial infrastructure upgrades, making room for new fire apparatuses by reconfiguring the space and adding a new bay.

The project began with the complete removal of the covered porch to create space for the new bay. Design priorities included integrating the addition seamlessly while preserving the original aesthetics. Carefully chosen materials were used to blend tradition and modernity, with notable additions such as a Plymovent system for all three bays, a new mechanical system, and data/communication infrastructure. Close collaboration with the fire department ensured minimal disruptions and effective communication to maintain station functionality during construction.

Moving into the second phase, the project aims to further enhance Fire Station 20, focusing on improving firefighters' living conditions, upgrading facilities and equipment, and enhancing public safety performance. The renovation plan includes asphalt paving, roof repair, exterior painting, window and door replacements, interior renovations, accessibility updates, LED lighting installation, and updates to the mechanical system.

This project demonstrates a commitment to functionality and aesthetic continuity at Fire Station 20, reflecting dedicated efforts to meet contemporary standards for safety, efficiency, and the well-being of the firefighters who call it home.

PASEO DE LA LUCES + PIONEER PLAZA

El Paso, Texas

Construction Cost
$4,598,734 (Phase 1)
$2,647,983 (Phase 2)

Completion
January 2019 (Phase One)
January 2021 (Phase Two)

Delivery method
Design Build Bid (Phase I)
Negotiated contract (Phase II)

Scope of Service
Urban planning and design, street improvements, accessibility enhancements, public outreach, construction administration, traffic analysis

Award

AIA El Paso Design Award – Mayor's Recognition, 2019

Project team Members

In*Situ Architecture:
Edgar Lopez, Project Architect & Designer
Cesar Gonzalez, AAIA, Project Manager
Jeff Hillmeyer, RA, QA/QC

Client
City of El Paso

Reference:
Gilbert Guerrero, PE
Capital Improvement Department
915.212.1803
guerrerogx@elpasotexas.gov

The Paseo De Las Luces – Pioneer Plaza project is an urban revitalization effort for the City of El Paso, creating a continuous pedestrian corridor linking Ciudad Juárez, Mexico, with San Jacinto Plaza along the city's historic first street. Delivered through the City's on-call contract, the project serves as an economic catalyst while incorporating strong urban design principles.

The initial phase, Paseo De Las Luces (Walk of the Lights), transformed South El Paso Street from San Antonio Street to the international pedestrian bridge. Archways were installed at each end, reflecting the 20th-century Art Deco style of nearby buildings, with spires marking the Paisano Drive intersection. This design was mirrored in Ciudad Juárez, creating a complementary central plaza. Project amenities included movable parklets for shaded seating, food truck slips with integrated shore power, landscaping, and flexible seating areas that activated the corridor while reducing reliance on generators.

The second phase extended from San Antonio Street past the historic Paso Del Norte Hotel, along Mills Avenue to San Jacinto Plaza. Pioneer Plaza was redesigned to connect with the Plaza Theatre, incorporating traffic-calming measures—street narrowing, a traffic circle, and a raised traffic table—guided by a comprehensive traffic study.

FARMERS' MARKET/ YOUTH RECREATION CENTER

Anthony, New Mexico

Project Square Footage (Phase II)
7,557 SF

Construction Cost (Phase II):
Bid: $2.8 M
Final: 2,053,562.00 (In budget through Bid Alternates)

Substantial Completion
September 2025 (Phase II)
March 2017 (Phase I)

Scope of Service
Complete Architectural Services including Construction Administration

Project Team Members
William C. Helm, AIA, Project Architect
Edgar Lopez, AIA, Project Designer
Peter Martinez, AAIA, Project Manager
Jeff Hillmeyer, RA, QA/QC

Consultants
Landscape Designer - Surroundings
MEP Engineer - Raxis Engineering
Structure Engineer - Stubbs

Client
Anthony Water & Sanitation District

Reference:
Jose E. Terrones
915.630.5291
jterrones@awsd.us

In*Situ Architecture led the multi-phase Anthony Youth Farm project, designed to drive economic development through small business growth in the agricultural sector. The initiative supports cultivation and direct sale of agricultural products while expanding opportunities in retail, commercial nursery operations, value-added processing, and culinary arts/food service.

The project unfolded across three phases, introducing facilities such as a farmer's market, classrooms, offices, social hall, commercial kitchen, café, workshop, gift shop, and greenhouse. Phase 1, completed in 2017, included master planning and building plans for the Farmer's Market and youth facilities.

Phase 2, now completed, delivered a market and packaging facility within a custom pre-engineered metal structure that reflects the charm of a traditional barn. Key features include stack wall assemblies with metal cladding and concrete masonry, high-pitched roofs, deep overhangs, and custom barn doors—all enhancing the architectural quality of the facility.

The facility also prioritizes sustainability, integrating a geothermal system for efficient climate control and a green roof that strengthens environmental performance while blending the building into its setting. Together, these strategies create a facility that not only meets functional requirements but also stands as a beacon of sustainability and community-centered design.

ATTACHMENT A

CITY OF LAS CRUCES

Term Contract for Architectural and Engineering Services
Contract Number 25-26-004

Project Order	Number (#)	**Architect/Engineer:**	
Fee Proposal		**A/E's project manager:**	
Date Requested:			*(to be completed by A/E)*
Notice to Proceed:		**Project Manager e-mail:**	
Date Issued:			*(to be completed by A/E)*

Project Order Title:
Insert title here
Physical address / location here, if applicable

This Project Order, Number (Enter Number), is issued pursuant to the Agreement Between Owner and Architect, dated (Contract Date), between the City of Las Cruces and In*Situ Architecture, incorporated herein by reference.

Scope of Work:
The scope of work for which Architect's Services are to be performed under this Project Order is generally described as:

-

A/E personnel and sub-consultants:
The A/E staffs the project orders as generally identified by function and/or discipline in the proposal and as specifically listed herein to work on this Project Order. *(to be completed by A/E)*

Schedule:
Number of calendar days required to provide Architect's Basic Services through the completion of construction documents: _____
(to be completed by A/E)

Compensation:
The A/E shall perform all architectural and engineering services required for the completion of this Project Order's scope of work for the basic compensation computed as follows:

For the services as described in the (Scope of Work above, attached document, etc.) _____ ($ _____)
(to be completed by A/E)

For services from the delivery of construction and bid documents to the completion of construction contract administration, a lump sum of _____ ($ _____)
(to be completed by A/E)

or, based on the hourly rates listed in the fee proposal,

a fixed not-to-exceed amount of _____ ($ _____)
(to be completed by A/E)

The basic compensation proposed above shall be subject to negotiation and revision. Any such revision made by the Owner shall be agreed to by the A/E prior to this Proposal Request becoming a Notice to Proceed.

Fee proposal revisions:

Proposed Fee ($)	Revised Fee ($)	Revised by Owner *(date)*	Accepted by A/E *(date)*

Project Order Proposal Submitted By:

Architect/Engineer

By: _____
(signature) *(date)*

Name: _____

Title: _____

Project Order Proposal Accepted By:

Owner

By: _____
(signature) *(date)*

Name: _____

Title: _____

Attachments:

1.
2.
3.

EXHIBIT "L"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of February 2026 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Modulus Architects & Land Use Planning, of 8220 San Pedro Drive NE, Suite 520, Albuquerque, New Mexico, 87113, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
On-call Architectural and Engineering services on an as-needed basis via Project Order (Attachment A) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 25-26-004, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

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

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as outlined in Exhibit A, at an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project(s) that are required by the CITY and it will serve the CITY diligently and

faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2026 for a term of five years through April 30, 2031, for a term of five (5) years.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY, and as agreed to for each project assigned under the terms of this Agreement.

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

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

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

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

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

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

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

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

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

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

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

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

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

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

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

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Sreedevi Bhathala Mohanraj
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Modulus Architects & Land Use Planning 8220 San Pedro Drive NE, Suite 520 Albuquerque, New Mexico 87113 ATTENTION: Angela Piarowski

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.

MODULUS ARCHITECTS & LAND USE PLANNING

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

for BD 12/11/2025
City Attorney

EXHIBIT A

A. Project assignment is initiated by the City providing the CONTRACTOR a detailed project description, including scope of work and any other special instructions needed by the CONTRACTOR to provide complete services necessary for carrying out the work presented by the City. The CONTRACTOR shall provide services that may include, but not be limited to, the following:

    1. Pre-Design Services including but not limited to cost estimating, programming, building code reviews, master planning, and feasibility studies
    2. Preliminary and Schematic Design Services
    3. Design Development Services
    4. Construction Documents Services
    5. Design Services may include architectural, civil, structural, mechanical, electrical engineering, plumbing, and landscape architectural services
    6. Construction Contract Procurement (Bidding or Negotiation) Services
    7. Construction Contract Administration Services
    8. Other types of professional services of a nature consistent with the intent of the RFP, i.e. gathering public input, public meetings, Council meetings
    9. Contact authorities having jurisdiction

B. Documents required to be prepared by the CONTRACTOR will vary depending on the scope of work of the individual Project Order; generally, may consist of the following but not limited to:

    1. Pre-Design Services shall consist of a written program, diagrams and drawings containing design objectives, space requirements, space relationships, flexibility and expandability, site and landscaping requirements, and construction cost estimates.
    2. Preliminary and Schematic Design documentation shall consist of conceptual site and building plans, study models, perspective sketches, electronic modeling, or combinations of these media; and construction cost estimates.
    3. Design Development and Construction Documents Services consist of specifications, drawings, and bid documents.
    4. Construction Contract Administration documentation shall consist of copies of field reports, shop drawings, progress photographs, and drawings of record.
    5. Documents prepared by the CONTRACTOR for use by the City shall be delivered in electronic format in an application acceptable to the City; typically, MSWord, Excel, Building Information Modeling (BIM), and Autocad (latest version). Documents specifically for use in bidding the

work of a Project Order shall be delivered to the City in an acceptable Americans with Disabilities Act (ADA) format.

C. The CONTRACTOR shall also be able to provide the services of specific sub-consultants, including but not limited to the following:

1. Landscape Architect
2. Interior Designer
3. Professional Engineers (Civil, Structural, Electrical, Mechanical)
4. Specialized Consultants (e.g. Architectural Programming, Acoustics, Environmental Assessments, LEED certification, Historic Building Preservation / State Historic Preservation Office [SHPO])

City of Las Cruces

Procurement

-, -

700 N. Main Street, Las Cruces, NM 88001

[MODULUS ARCHITECTS & LAND USE PLANNING] RESPONSE DOCUMENT REPORT

RFP No. 25-26-004

Architectural & Engineering Services

RESPONSE DEADLINE: September 9, 2025 at 4:00 pm

Report Generated: Thursday, November 20, 2025

Modulus Architects & Land Use Planning Response

CONTACT INFORMATION

Company:
Modulus Architects & Land Use Planning

Email:
angela@modulusarchitects.com

Contact:
Angela Piarowski

Address:
8220 San Pedro Drive NE
Suite 520
albuquerque, NM 87113

Phone:
(505) 338-1499

Website:
www.modulusarchitects.com

Submission Date:
Sep 9, 2025 1:31 PM (Mountain Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Sep 9, 2025 5:24 PM by Angela Piarowski

Addendum #2
Confirmed Sep 9, 2025 5:24 PM by Angela Piarowski

Addendum #3
Confirmed Sep 9, 2025 5:25 PM by Angela Piarowski

QUESTIONNAIRE

1. RFP Compliance Declaration*

In compliance with the requirements of this RFP, I offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

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

Confirmed

2. NM Tax & Revenue Dept. CRS

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

03139036006

3. Current NM Secretary of State Business ID

Corporations Only

L2003867760

4. Current CLC Business Registration

Respondents located in Las Cruces only

N/A

5. Federal I.D. Number *

26-2119395

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

PROVIDE DESCRIPTION OF THE PROPOSED TECHNICAL APPROACH OF ALL PROFESSIONAL, TECHNICAL AND CUSTOMARY SERVICES PROVIDED*
https://acrobat.adobe.com/id/urn:aaid:sc:US:863232b6-4412-49ca-ab6d-d9270e353bcd

MAJOR TASKS TO BE ACCOMPLISHED*
https://acrobat.adobe.com/id/urn:aaid:sc:US:44e0af7c-bc82-45a4-a4a8-a7316aacac7c

A DETAILED STATEMENT OF SERVICES TO BE PROVIDED UNDER EACH TASK*
https://acrobat.adobe.com/id/urn:aaid:sc:US:b3dbb6da-7a11-412d-a9ef-920df12e859e

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

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

https://acrobat.adobe.com/id/urn:aaid:sc:US:28197dc0-ad86-4bb4-8487-c1108d5abe35

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

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

https://acrobat.adobe.com/id/urn:aaid:sc:US:28197dc0-ad86-4bb4-8487-c1108d5abe35

LOCATION(S) OF OFFICE(S) *
Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

A. Modulus Architects & Land Use Planning - 8220 San Pedro Drive NE, Suite 520 - Albuquerque, NM - 100% of the Architectural & Planning work to be performed in this office
B. Kimley Horn Albuquerque Office - 6565 Americas Parkway, Suite 200 - Albuquerque, NM - 100 % of the Civil, Structural, Mechanical, Electrical, plumbing work to be performed in this office
C. Mitchell & Associates - Landscape Architects - 2425 San Pedro Drive NE, Suite F Albuquerque, NM - 100% of the Landscape Design to be performed in this office
D. Terracon Engineering - 6805 Academy Parkway Suite W - Albuquerque, NM - 100% of the Geotechnical Engineering/Environmental to be performed in this office
E. Cartesian Surveying - 661 Quantum, Rio Rancho, NM - 50% of the surveying to be performed in this office (the remaining 50% is onsite in Las Cruces per project)

PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK *
Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.

Stephen Dunbar, AIA - Principal in Charge

New Mexico License No. 4218

Modulus Architects & land Use Planning, Inc.

8220 San Pedro Drive, Suite 520https://acrobat.adobe.com/id/urn:aaid:sc:US:40c7465d-d1b5-47a8-a0cf-277bad3ebe3c

Albuquerque, New Mexico 87113

(Phone) 505.338-1499

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

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

Performance_5.1.C.1.pdf

PRICE TABLES

COST MATRIX ONE

Delivered Services

Line Item	Description	Fee	Percentage
1	Services up to and including the completion of Design Development; including the delivery of Design Development documents.	Not to exceed % of the estimated cost of construction	25%
2	Services from the completion of Design Development up to and including the completion of construction documents; including the delivery of specifications, drawings and bid documents.	Not to exceed % of the estimated cost of construction	60%
3	Services from the delivery of construction and bid documents up to and including the completion of construction contract administration; including the delivery of contract closeout documents.	Not to exceed % of the estimated cost of construction	15%

COST MATRIX TWO

Project Assignment

Line Item	Description	Unit of Measure	Unit Cost
1	Principal-In-Charge	Hourly Rate	$200.00
2	Project Architect / Project Engineer	Hourly Rate	$185.00
3	Architect	Hourly Rate	$150.00
4	Engineer (Structural, Mechanical, Electrical, Civil)	Hourly Rate	$265.00
5	Landscape Architect	Hourly Rate	$150.00
6	Interior Designer	Hourly Rate	$125.00
7	Cost Estimator	Hourly Rate	$125.00
8	Drafter	Hourly Rate	$85.00
9	Specification Writer	Hourly Rate	$85.00
10	Administration / Clerical	Hourly Rate	$55.00

COST MATRIX TWO CONT.

Project Assignment - Please list the position title and hourly rate for any other staff positions that are not included in the previous table.

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
1	Other (List)	Hourly Rate	Engineering Technician	$140.00
2	Other (List)	Hourly Rate	Technical Support	$160.00
3	Other (List)	Hourly Rate	Planning	$125.00
4	Other (List)	Hourly Rate	Renderings	$85.00
5	Other (List)	Hourly Rate	Land Use Policy	$150.00
6	Other (List)	Hourly Rate	BIM Modeling	$180.00
7	Other (List)	Hourly Rate		$0.00
8	Other (List)	Hourly Rate		$0.00
9	Other (List)	Hourly Rate		$0.00
10	Other (List)	Hourly Rate		$0.00

Town Center Park & Amphitheater — Public/Private Partnership

1. HIGHLIGHTS

Project Name	Winrock Town Center Park & Amphitheater Center (Park Building 1)
Location	Uptown Albuquerque, NM — Winrock Town Center redevelopment district
Delivery Model	Collaborative design build with integrated water/ landscape engineering
Current Status	Phase 1 park infrastructure complete; Building 1 under construction (shell dried in Q3 2025, exhibits fit out Q1 2026)
Construction Value	$28 M (park infrastructure, water feature systems, building shell, exhibit core & shell)
Partners	Goodman Realty Group (master developer & landowner) • City of Albuquerque Parks & Recreation • ABCWUA (technical & funding partner for water reuse systems) • Modulus Architects & Land Use Planning (master planning / architecture) • Engineers (civil, water process, MEP)
Client Reference	**Darin Sand, Senior Vice President Goodman Realty Group Phone: 505-441-2307 goodmanrealty.com Email: sand@goodmanrealty.com 2100 Louisiana Blvd. NE - Suite 480 Albuquerque, NM 87110**

2. VISION & OBJECTIVES

1. Reimagine Mobility & Access by replacing obsolete surface parking and failing mall circulation roads with a modern, multi-level underground garage and a new internal street grid that prioritizes pedestrians, bikes, and multimodal access.
2. Deliver Next-Generation Infrastructure through TIDD-funded upgrades, including a state-of-the-art water treatment facility, new underground water and sewer systems, and integrated stormwater management to support long-term urban density and resilience.

FEATURE	DESCRIPTION	DIFFERENTIATORS
Reclaimed Water Pond	1 acre lined basin fed 100 % by on site advanced membrane bioreactor (MBR) reclaiming roof runoff & HVAC condensate.	• Eliminates potable consumption for water feature. • Demonstrates Class A+ reuse quality meeting NM Environment Dept. standards.
On Site Water Treatment Facility	1,200 SF below grade plant with glass viewing gallery in Education Center.	• Real time data dashboards; visitors watch UV disinfection & MBR processes. • Supplies irrigation & pond make up.
Immersive Education Center (Park Building 1)	9,800 GSF mass timber / Corten steel pavilion hugging pond edge.	• Net zero energy ready; roof mounted PV + battery. • Operable hangar doors blur indoor/outdoor learning. • Flexible exhibit hall, two classrooms, rooftop terrace lab.
Walking Paths & Demonstration Gardens	0.8 mile ADA loop with micro bioswales, permeable paving, native plant signage.	• QR code "water budget" game; visitors allocate drops to different plants.
Outdoor Amphitheater	Terraced lawn for 750 people, oriented to Sandia Mountain views and pond backdrop.	• Integrated conduit raceways + reclaimed water misting columns for summer events.
Smart Park Infrastructure	Fiber backbone, soil moisture sensors, and IoT metering tied to ABCWUA data portal.	• Enables research partnerships with UNM & local schools.

A public private partnership between Goodman Realty Group, the City of Albuquerque and the Albuquerque Bernalillo County Water Utility Authority (ABCWUA)

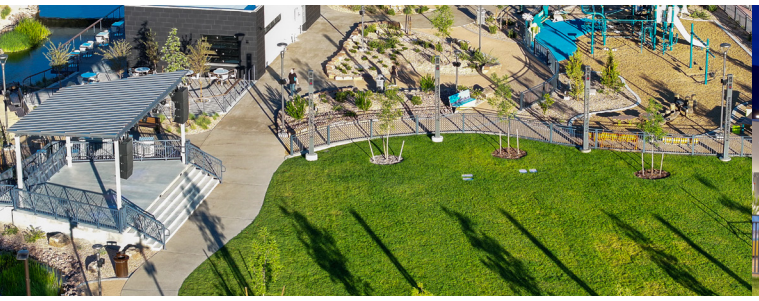
The Winrock Town Center Park and Immersive Education Center represents an innovative collaboration between Goodman Realty Group, the City of Albuquerque, and the Albuquerque Bernalillo County Water Utility Authority (ABCWUA). Situated prominently within Albuquerque's Uptown district, this groundbreaking project redefines urban public space by transforming approximately 6.5 acres of former asphalt parking areas into a vibrant regional park and educational hub.

At its heart, the park features a unique one-acre reclaimed-water pond, entirely sustained by an advanced on-site membrane bioreactor (MBR) system. This system captures and treats roof runoff and HVAC condensate, eliminating the need for potable water and showcasing New Mexico's commitment to sustainable water management. A 1,200-square-foot underground treatment facility is integrated into the Immersive Education Center, offering visitors an interactive view of water reclamation processes through real-time data dashboards and visible treatment operations, significantly enhancing public understanding of water reuse.

The architectural centerpiece, Park Building 1, is currently under construction and promises a striking blend of form, function, and sustainability. Designed by Modulus Architects and Land Use Planning, this 9,800-square-foot pavilion employs cross-laminated timber and weathered steel, reflecting both regional aesthetics and low-carbon construction principles. Flexible indoor-outdoor classrooms equipped with operable bifolding hangar doors seamlessly connect interior learning spaces to the surrounding landscape, embodying modern educational innovation.

Visitors will engage with extensive educational programming tailored to diverse audiences—from K-12 students participating in hands-on watershed simulations, virtual reality aquifer explorations, and interactive water-quality testing, to public audiences enjoying self-guided augmented reality tours of xeriscaped gardens or evening talks at the outdoor amphitheater. For professional and academic communities, the facility will offer continuing education seminars and real-time environmental data for advanced studies.

Carefully designed walking paths, demonstration gardens, and a terraced amphitheater further enrich the visitor experience, highlighting



sustainable landscape strategies like micro-bioswales, permeable paving, native planting, and smart irrigation systems linked directly to ABCWUA data portals. The amphitheater provides capacity for 750 guests and is thoughtfully oriented towards the scenic Sandia Mountains, enhancing community events with amenities such as reclaimed-water misting columns for comfort during summer gatherings.

Engineering innovations distinguish this project, particularly through its aggressive water conservation strategies, achieving a projected annual potable water savings of approximately 3.7 million gallons. The park serves as the state's first municipal example of a packaged MBR system deployed in a public recreational context, providing valuable insights and replicable strategies for future projects.

Anticipated outcomes for the Winrock Town Center Park and Immersive Education Center are transformative. Visitor attendance is expected to reach 180,000 annually, significantly boosting local retail and economic activity, fostering community engagement, and promoting widespread awareness of water-saving practices. Modulus Architects and Land Use Planning has played a critical role throughout the project's development—from master planning and securing necessary entitlements to architectural design and stakeholder coordination, ensuring the successful integration of educational components and environmental sustainability.

Ultimately, this visionary project not only serves as a community hub and economic catalyst but also establishes a replicable model for water-conscious urban development across New Mexico and beyond.

The Park at Winrock is being realized through a groundbreaking public-private partnership with the City of Albuquerque, creating a central green space that serves as both a community amenity and a catalyst for continued redevelopment in Uptown. Leveraging TIDD funding and collaborative investment, the project transforms underutilized urban land into a vibrant public park that integrates walking trails, gathering spaces, and event areas with the surrounding retail and mixed-use environment. This innovative partnership demonstrates how private development and public commitment can work hand-in-hand to deliver lasting community value, enhance quality of life, and reinforce Uptown

4. ENGINEERING & ARCHITECTURAL INNOVATION

- Aggressive Water Engineering
  - Closed loop system reduces annual potable demand by 3.7 million gal.
  - First municipal application of packaged MBR at a public park in NM.
- Resilient Architecture
  - Cross laminated timber (CLT) roof diaphragms paired with exposed weathering steel frames for low carbon structure and Southwest aesthetic.
  - Dynamic façade fins modeled to cut solar gain 45 % while preserving pond vistas.
- High Performance Landscape
  - Achieves <10 gal/ft^2/yr irrigation budget—70 % below City baseline.
  - Integrated cisterns under boardwalk store first flush storm water for later use.

5. TIDD PUBLIC FINANCING • INNOVATIVE FUNDING MECHANISM

Tax Increment Development District (TIDD) financing leverages future gross receipts tax to fund public infrastructure without burdening the City's general fund.

First-of-its-kind use of TIDD proceeds in Albuquerque for a signature public park amenity.

• Catalyst for Public Investment

TIDD structure enabled $15M in public park improvements integrated with surrounding private redevelopment.

Aligns with City and State economic development goals by anchoring Uptown with a major civic space.

• Accountability & Oversight

Joint management through TIDD Board ensures transparent tracking of funds, compliance with statutory requirements, and reinvestment in community-serving infrastructure.

Public reporting and milestone-based disbursements safeguard long-term financial sustainability.

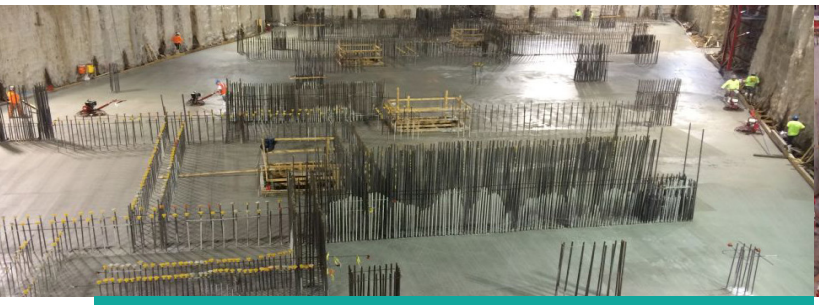
• Replicable Model

Demonstrates how TIDD financing can be applied statewide to deliver transformative public amenities in partnership with private redevelopment.

Positions The Park at Winrock as a precedent-setting case study for innovative financing of urban green space.

PROJECT 2

Uptown Revitalization Infrastructure Project - TIDD Funded Transformation



1. HIGHLIGHTS

Project Name	Urban Center 950 Space Underground Parking Structure, New Street Grid, New Understround Utilities
Location	Uptown Albuquerque, NM — 83 Acres Urban redevelopment district
Delivery Model	Collaborative design build public/private partnership
Current Status	Completed
Construction Value	$43 Million
Partners	Goodman Realty Group (master developer & landowner) • City of Albuquerque Parks & Recreation • NMDOT • Modulus Architects & Land Use Planning (master planning / architecture) • XYZ Engineers (civil, water process, MEP)
Client Reference	**Alan Varela, Planning Director** **City of Albuquerque** **Phone: 505-967-6178** **Email: avarela@cabq.gov**

2. VISION & OBJECTIVES

1. Reimagine Mobility & Access by replacing obsolete surface parking and failing mall circulation roads with a modern, multi-level underground garage and a new internal street grid that prioritizes pedestrians, bikes, and multimodal access.
2. Deliver Next-Generation Infrastructure through TIDD-funded upgrades, including a state-of-the-art water treatment facility, new underground water and sewer systems, and integrated stormwater management to support long-term urban density and resilience.
4. Catalyze Private Redevelopment by providing the essential public infrastructure needed to reposition a defunct regional mall into a thriving, mixed-use urban destination that attracts hundreds of millions in private investment.

FEATURE	DESCRIPTION	DIFFERENTIATORS
Underground Parking Structure	Multi-level garage providing thousands of stalls below grade, directly integrated with retail and entertainment anchors.	• Maximizes surface land for active uses and green space. • Advanced lighting, wayfinding, and security systems for guest safety. • Integrated stormwater management within structure footprint.
New Roadway Network	Complete internal street grid replacing obsolete mall ring road with multimodal corridors.	• Adds sidewalks, bike lanes, and pedestrian lighting for a walkable Uptown. • Traffic-calmed intersections designed for safety and connectivity. • Creates seamless integration with surrounding Uptown district.
Utility Upgrades	New underground water and sewer systems installed to meet mixed-use density needs.	Increases system reliability and long-term capacity. • Benefits both Winrock and surrounding Uptown development.
On-Site Water Treatment Plant	Modern facility providing treatment and distribution for the development.	Reduces reliance on aging municipal systems. • Ensures compliance with modern sustainability standards.

The transformation of this Urban Center from a defunct regional shopping mall into a vibrant, mixed-use destination represents one of Albuquerque's most ambitious and successful examples of urban revitalization. Central to this repositioning effort is the innovative use of **Tax Increment Development District (TIDD) financing**, a public-private partnership model that has enabled tens of millions of dollars in new infrastructure investments that would otherwise have been unattainable.

At the heart of these improvements is the state-of-the-art underground parking structure, a multi-level facility designed to accommodate thousands of vehicles while maximizing the site's buildable area and creating a pedestrian-friendly environment above. Unlike traditional surface parking that consumes valuable urban land, the underground garage at Winrock consolidates parking below grade, allowing the development team to introduce active uses at the street level, expand green space, and frame a true urban village atmosphere. The structure incorporates advanced wayfinding, LED lighting, fire/life safety systems, and integrated stormwater management features to ensure long-term functionality, user safety, and environmental stewardship.

Beyond the parking facility itself, the Winrock TIDD has funded a sweeping package of infrastructure improvements that re-established the site as a viable platform for large-scale urban development. These include:

New Roadways and Access Corridors: Construction of an entirely new internal street grid—complete with pedestrian walkways, bike paths, and traffic-calmed intersections—designed to reconnect the formerly isolated mall site with the larger Uptown district. Improved access points off I-40 and Louisiana Boulevard provide seamless connectivity for regional visitors while supporting traffic circulation within the site.

Water Treatment and Utility Upgrades: Installation of a modern water treatment plant and expansion of underground water and sewer lines to meet the demands of a dense mixed-use environment. These upgrades not only serve Winrock but also strengthen utility capacity for surrounding development, reducing long-term burdens on City infrastructure.

Stormwater and Environmental Systems: Subsurface drainage systems, detention basins, and water quality treatment facilities were integrated into the redevelopment plan to address decades of deferred maintenance and comply with contemporary environmental standards. These systems mitigate flood risk, improve water quality, and ensure resilience against extreme weather events.

Public Realm Enhancements: Sidewalks, landscaping, and lighting improvements were incorporated into the TIDD-funded scope, helping to redefine Winrock as a safe, accessible, and attractive gathering place for the community.

The scale and ambition of these infrastructure improvements demonstrate the unique strength of the TIDD financing model. By reinvesting a portion of future gross receipts tax generated by the project into upfront infrastructure, the Winrock TIDD has created a replicable framework for leveraging private investment to achieve public good. The underground parking garage and supporting utilities would not have been feasible without this financing mechanism, yet they are essential to supporting the dense, mixed-use development program that has replaced the failing mall.

Today, Winrock Town Center is widely recognized as one of Albuquerque's shining examples of **urban revitalization**—a once-abandoned retail property reimagined into a dynamic district of retail, dining, entertainment, office, hospitality, and public open space. The TIDD partnership between the City of Albuquerque and the private development team not only delivered critical infrastructure but also catalyzed hundreds of millions of dollars in private investment. The underground parking structure, along with the new roadways, utilities, and water systems, laid the foundation for a modern urban district that will continue to serve as a model for how innovative financing, thoughtful planning, and strong public-private collaboration can reshape Albuquerque's future.

4. ENGINEERING & ARCHITECTURAL INNOVATION

Underground Parking Efficiency

- Multi-level below-grade structure consolidates thousands of stalls, freeing 10+ acres of surface land for active uses and green space.
- Integrated stormwater capture and treatment designed within garage footprint.

Complete Street Network

- New internal grid designed with multimodal corridors, ADA-compliant sidewalks, and bike lanes.
- Traffic-calmed intersections and pedestrian lighting create a safe, walkable Uptown district.

Advanced Utility & Water Systems

- On-site water treatment plant paired with expanded underground water/sewer lines, increasing system capacity for future density.
- Subsurface detention basins and drainage networks mitigate flooding and improve water quality.

Public Realm Design

- Streetscapes enhanced with landscaping, lighting, and public amenities that elevate Uptown's image.
- Integration of plazas and sidewalks establishes a connected urban environment.

5. MODULUS ARCHITECTS' ROLE

- Master plan refinement & entitlement strategy (City DRB, IDO amendments, ABCWUA coordination).
- Full architectural design of Park Building 1 and site structures.
- Stakeholder facilitation workshops aligning municipal, utility, and private objectives.
- Exhibit design liaison ensuring architecture supports interactive storytelling.
- Construction phase support with focus on water feature integration and CLT detailing.

6. TIDD PUBLIC FINANCING • INNOVATIVE FUNDING MECHANISM

Tax Increment Development District (TIDD) financing leverages future gross receipts tax to fund public infrastructure without burdening the City's general fund. First-of-its-kind use of TIDD proceeds in Albuquerque for a signature public park amenity.

• Catalyst for Public Investment

IDD structure enabled $15M in public park improvements integrated with surrounding private redevelopment.Aligns with City and State economic development goals by anchoring Uptown with a major civic space.

• Accountability & Oversight

Joint management through TIDD Board ensures transparent tracking of funds, compliance with statutory requirements, and reinvestment in community-serving infrastructure.

Public reporting and milestone-based disbursements safeguard long-term financial sustainability.

Uptown Mixed Use Revitalization Project Transformation of Old Mall

1. HIGHLIGHTS

Project Name	Winrock Town Center Mixed Use Revitalization 1.1 Million square feet
Location	Uptown Albuquerque, NM — Winrock Town Center redevelopment district
Delivery Model	Collaborative design build
Current Status	Winrock Town Center is now an active, vibrant mixed-use development. The property features approximately 740,000 square feet of retail, medical, wellness, entertainment, and office space—anchored by hospitality, entertainment venues like Regal IMAX & RPX, and a 150-room Marriott adjacent to the site. It remains under active development, with hospitality, office, and residential expansions planned for future phase
Construction Value	$137 M
Partners	Goodman Realty Group (master developer & landowner) • City of Albuquerque
Client Reference	**Bruce Nolen** Senior Vice President, Asset Manager 505-441-2316 goodmanrealty.com Email: nolen@goodmanrealty.com

State-Level Support - In Fiscal Year 2022, state-supported gross receipts tax (GRT) revenues were allocated to several TIDDs, including Winrock Town Center. Approximately 47% of those state-supported funds went to Winrock. Winrock Town Center has completed significant infrastructure improvements—roads, utilities, underground parking, public realm enhancements—

FEATURE	DESCRIPTION	DIFFERENTIATORS
Mixed-Use Redevelopment	Transformation of the former Winrock Mall into over 1.1 million SF of retail, dining, entertainment, office, hospitality, residential, and civic spaces.	• Largest mixed-use redevelopment in New Mexico. • Repurposes a failing mall into a regional economic engine and community destination.
Entertainment Anchors	Regal IMAX & RPX 16-screen cinema, luxury retrofits, dine-in concepts, and immersive leisure venues.	• First 12-story IMAX screen in the state. • Destination-scale entertainment driving foot traffic and extended dwell time.
Retail & Dining	National, regional, and local tenants in new ground-up buildings and adaptive reuse spaces.	• Flexible pad designs support evolving retail formats. • Mix of national anchors with curated local tenants to reinforce community identity.
Office & Workplace	Class A office buildings integrated into the master plan, supporting Uptown's role as a business hub.	Expands daytime population to support restaurants and services. • High-performance, flexible office environments attract corporate tenants.
Public Realm & Park	Central community park, plazas, walkable streetscapes, and programmed open space.	First TIDD-funded urban park in Albuquerque. • Designed as both a neighborhood anchor and regional draw for events and recreation.
TIDD Public Financing Model	Innovative use of Tax Increment Development Districts to fund ~$42M in public infrastructure.	• First large-scale TIDD urban redevelopment in Albuquerque. • Replicable model for future revitalization projects statewide.

Winrock Town Center – A 1.1 Million Square Foot Mixed-Use Urban Transformation

The redevelopment of Winrock Town Center is one of the most ambitious and successful urban revitalization projects in New Mexico's history. Once a failing regional shopping mall, Winrock has been reimagined through a bold public-private partnership into a 1.1 million square foot mixed-use destination that anchors Uptown Albuquerque and serves as a catalyst for broader regional growth.

At its core, the project represents the conversion of a dead mall into a thriving urban district, replacing acres of obsolete retail space and surface parking with a vibrant blend of retail, dining, entertainment, office, hospitality, residential, and public open space. The redevelopment strategy leverages both private capital and Tax Increment Development District (TIDD) financing, making Winrock a state and city precedent for how innovative financing can unlock large-scale transformation.

Key Project Components

Mixed-Use Program (1.1 Million SF+)
Winrock now integrates national and local retailers, fine and casual dining, state-of-the-art entertainment venues, office space, multifamily housing, and hospitality uses, all connected by a walkable street grid and activated public spaces.

Entertainment Anchors

The project has introduced some of the region's most advanced entertainment venues, including a 16-auditorium Regal IMAX & RPX theater, luxury cinema retrofits, and immersive dining-entertainment concepts that redefine Albuquerque's leisure market.

Office & Hospitality

Class A office space and hotel developments are designed to bring daytime population and business travelers into Uptown, reinforcing Winrock as a true live-work-play destination.
Residential Integration
Planned and ongoing multifamily housing developments introduce a built-in resident base, supporting long-term sustainability, walkability, and round-the-clock activity within the district.

Public Realm & Placemaking
Central to the redevelopment is a new public park and green space, funded through TIDD and developed in partnership with the City of Albuquerque. Walking trails, plazas, outdoor gathering areas, and programmed events establish Winrock as both a neighborhood anchor and a regional draw.

The Winrock TIDD represents one of the most groundbreaking public-private partnerships in Albuquerque. By leveraging future gross receipts tax through TIDD bonds, the project delivered over $42 million in public infrastructure improvements without impacting the City's general fund. This investment not only repositioned Winrock but also unlocked hundreds of millions of dollars in private development, making it a replicable financing model for other redevelopment sites statewide.

Community & Economic Impact

- Economic Growth: The redevelopment has generated thousands of jobs, expanded Albuquerque's tax base, and positioned Uptown as a competitive hub for investment.
- Urban Revitalization: A once-abandoned retail property has been reborn as one of Albuquerque's shining examples of sustainable redevelopment.
- Community Destination: With more than 1.1 million square feet of active program space, Winrock serves as a destination for residents, visitors, and businesses alike, offering cultural events, shopping, dining, and recreation in a walkable, connected environment.
- Replicable Model: Winrock demonstrates how innovative financing, visionary planning, and collaborative leadership can deliver transformative results for cities across New Mexico.

A Shining Example for the Future
The transformation of Winrock Town Center is more than a redevelopment—it is a city-building effort that reclaimed a failing suburban mall and repositioned it as a 21st-century urban district. By blending 1.1 million square feet of mixed-use development with forward-thinking infrastructure and public amenities, Winrock has become one of Albuquerque's premier destinations and a model of how public-private partnerships can drive lasting community impact.
A Shining Example for the Future

4.MASTER PLANNING & ARCHITECTURAL INNOVATION

Since the inception of the Winrock Town Center redevelopment, Modulus Architects & Land Use Planning, Inc. has been at the center of its transformation—guiding vision, navigating entitlements, and delivering architectural excellence for more than a decade. Serving as both master planner and architect of record, Modulus has played an indispensable role in repositioning a dead mall into a thriving mixed-use district encompassing over 1.1 million square feet of built environment.

Master Planning Leadership

Modulus has led the evolution of the Winrock master plan through multiple phases of development. The firm worked hand-in-hand with Goodman Realty Group, the City of Albuquerque, and a wide range of stakeholders to shape the long-term framework for the district. This included:

- Establishing the site's overall land use framework, balancing retail, office, residential, hospitality, and entertainment programs.
- Developing a phased master plan that allowed incremental redevelopmewhile maintaining market momentum.
- Coordinating the integration of major public amenities, including The Park at Winrock, open spaces, and pedestrian connections.
- Aligning the redevelopment strategy with regional mobility goals, ensuring seamless access from I-40 and Louisiana Boulevard.

Entitlements and Land Use Strategy
A project of this scale required navigating some of the most complex entitlement processes in Albuquerque. Modulus provided strategic leadership in:
- Securing zoning changes, site plan approvals, variances, and IDO amendments across multiple phases.
- Coordinating with the Development Review Board, Environmental Planning Commission, and Albuquerque City Council for long-term approvals.
- Aligning entitlement documents with Tax Increment Development District (TIDD) requirements, ensuring financing was tied to shovel-ready infrastructure improvements.
- Guiing public-private partnership negotiations to balance developer goals with City priorities.

This expertise in land use planning not only delivered approvals but also created a regulatory pathway that allowed the project to evolve over more than a decade while staying aligned with market conditions and municipal vision.

Architectural Design & Delivery

As architect of record, Modulus has designed and delivered over 1 million square feet of new construction, adaptive reuse, and tenant improvements at Winrock. This includes:

Regal Winrock IMAX & RPX Cinema – A 16-auditorium entertainment anchor featuring a 12-story IMAX screen, luxury recliner retrofits, and advanced audiovisual systems.

Premiere Retail and Dining Pads – Ground-up buildings for national and local tenants, designed with flexibility for evolving retail and restaurant concepts.

Office and Commercial Space – Class A environments tailored to corporate tenants, supporting Uptown's role as a major employment hub.

FLIX
BREWHOUSE
FLIX

WINROCK

03 CLIENT REFERENCES

REFERENCES

PROJECT--1

Town Center Park & Amphitheater — Public/ Private Partnership

Darin Sand
Senior Vice President of Development
Winrock Development Corporation
Phone: 505-441-2307
goodmanrealty.com
Email: sand@goodmanrealty.com
2100 Louisiana Blvd. NE - Suite 480
Albuquerque, NM 87110

PROJECT--2

Winrock Revitalization Infrastructure Project TIDD Public Funded Project

Alan Varela, Planning Director
City of Albuquerque
Phone: 505-967-6178
Email: avarela@cabq.gov

PROJECT--3

Uptown Mixed Use Transformation

Public/Private Partnership

Bruce Nolen
Senior Vice President, Asset Manager
505-441-2316
goodmanrealty.com
Email: nolen@goodmanrealty.com
2100 Louisiana Blvd. NE - Suite 480
Albuquerque, NM 87110

07 CONCLUSION

The City of Las Cruces deserves a partner with both the vision to imagine transformative possibilities and the experience to deliver them with certainty. The combined strength of Modulus Architects & Land Use Planning, Inc. and Kimley-Horn represents exactly that: a team with unmatched depth and breadth across planning, entitlement, architecture, and engineering.

Modulus brings decades of leadership in master planning, land use entitlements, and complex public-private partnerships, having secured approvals and delivered more than 1 million square feet of mixed-use, commercial, entertainment, and civic projects across New Mexico. Our experience navigating zoning, policy, and multi-stakeholder processes ensures that projects advance smoothly through regulatory review and community dialogue.

Kimley-Horn complements this expertise with nationally recognized engineering and infrastructure capabilities—including transportation planning, roadway design, traffic impact analysis, water and sewer utility systems, stormwater management, and landscape architecture. Their proven ability to deliver comprehensive technical solutions ensures that the vision established through planning is fully supported by resilient, buildable infrastructure.

Together, our team offers the most qualified, fully integrated partnership for this project—capable of guiding Las Cruces through every stage of development: from entitlement and community engagement, to infrastructure design and construction delivery. Our track record demonstrates that we not only know how to design and entitle complex projects, but also how to build consensus, reduce risk, and unlock long-term value for communities.

> ***"The Modulus + Kimley-Horn team brings unparalleled expertise, proven results, and a collaborative approach—making us the most qualified partner to help Las Cruces achieve its vision for growth, revitalization, and community impact."***

ATTACHMENT A

CITY OF LAS CRUCES

Term Contract for Architectural and Engineering Services
Contract Number 25-26-004

Project Order	Number (#)	**Architect/Engineer:**	
Fee Proposal		**A/E's project manager:**	
Date Requested:			*(to be completed by A/E)*
Notice to Proceed:		**Project Manager e-mail:**	
Date Issued:			*(to be completed by A/E)*

Project Order Title:
Insert title here
Physical address / location here, if applicable

This Project Order, Number (Enter Number), is issued pursuant to the Agreement Between Owner and Architect, dated (Contract Date), between the City of Las Cruces and Modulus Architects & Land Use Planning, incorporated herein by reference.

Scope of Work:
The scope of work for which Architect's Services are to be performed under this Project Order is generally described as:

-

A/E personnel and sub-consultants:
The A/E staffs the project orders as generally identified by function and/or discipline in the proposal and as specifically listed herein to work on this Project Order. *(to be completed by A/E)*

Schedule:
Number of calendar days required to provide Architect's Basic Services through the completion of construction documents: _____
(to be completed by A/E)

Compensation:
The A/E shall perform all architectural and engineering services required for the completion of this Project Order's scope of work for the basic compensation computed as follows:

For the services as described in the (Scope of Work above, attached document, etc.) _____ ($ _____)
(to be completed by A/E)

For services from the delivery of construction and bid documents to the completion of construction contract administration, a lump sum of _____ ($ _____)
(to be completed by A/E)

or, based on the hourly rates listed in the fee proposal,

a fixed not-to-exceed amount of _____ ($ _____)
(to be completed by A/E)

The basic compensation proposed above shall be subject to negotiation and revision. Any such revision made by the Owner shall be agreed to by the A/E prior to this Proposal Request becoming a Notice to Proceed.

Fee proposal revisions:

Proposed Fee ($)	Revised Fee ($)	Revised by Owner *(date)*	Accepted by A/E *(date)*

Project Order Proposal Submitted By:

Architect/Engineer

By: _____
(signature) *(date)*

Name: _____

Title: _____

Project Order Proposal Accepted By:

Owner

By: _____
(signature) *(date)*

Name: _____

Title: _____

Attachments:

1.
2.
3.

EXHIBIT "M"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of February 2026 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Molzen-Corbin & Associates, PA, of 2701 Miles Road, SE, Albuquerque, New Mexico, 87106, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
On-call Architectural and Engineering services on an as-needed basis via Project Order (Attachment A) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 25-26-004, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

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

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as outlined in Exhibit A, at an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project(s) that are required by the CITY and it will serve the CITY diligently and

faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2026 for a term of five years through April 30, 2031, for a term of five (5) years.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY, and as agreed to for each project assigned under the terms of this Agreement.

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

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

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

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

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

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

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

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

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

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

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

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

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

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

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

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Sreedevi Bhathala Mohanraj
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Molzen-Corbin & Associates, PA 2701 Miles Road, SE Albuquerque, New Mexico 87106 ATTENTION: M Gonzales

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.

MOLZEN-CORBIN & ASSOCIATES, PA

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

for BD 12/11/2025
City Attorney

EXHIBIT A

A. Project assignment is initiated by the City providing the CONTRACTOR a detailed project description, including scope of work and any other special instructions needed by the CONTRACTOR to provide complete services necessary for carrying out the work presented by the City. The CONTRACTOR shall provide services that may include, but not be limited to, the following:

    1. Pre-Design Services including but not limited to cost estimating, programming, building code reviews, master planning, and feasibility studies
    2. Preliminary and Schematic Design Services
    3. Design Development Services
    4. Construction Documents Services
    5. Design Services may include architectural, civil, structural, mechanical, electrical engineering, plumbing, and landscape architectural services
    6. Construction Contract Procurement (Bidding or Negotiation) Services
    7. Construction Contract Administration Services
    8. Other types of professional services of a nature consistent with the intent of the RFP, i.e. gathering public input, public meetings, Council meetings
    9. Contact authorities having jurisdiction

B. Documents required to be prepared by the CONTRACTOR will vary depending on the scope of work of the individual Project Order; generally, may consist of the following but not limited to:

    1. Pre-Design Services shall consist of a written program, diagrams and drawings containing design objectives, space requirements, space relationships, flexibility and expandability, site and landscaping requirements, and construction cost estimates.
    2. Preliminary and Schematic Design documentation shall consist of conceptual site and building plans, study models, perspective sketches, electronic modeling, or combinations of these media; and construction cost estimates.
    3. Design Development and Construction Documents Services consist of specifications, drawings, and bid documents.
    4. Construction Contract Administration documentation shall consist of copies of field reports, shop drawings, progress photographs, and drawings of record.
    5. Documents prepared by the CONTRACTOR for use by the City shall be delivered in electronic format in an application acceptable to the City; typically, MSWord, Excel, Building Information Modeling (BIM), and Autocad (latest version). Documents specifically for use in bidding the

work of a Project Order shall be delivered to the City in an acceptable Americans with Disabilities Act (ADA) format.

C. The CONTRACTOR shall also be able to provide the services of specific sub-consultants, including but not limited to the following:

1. Landscape Architect
2. Interior Designer
3. Professional Engineers (Civil, Structural, Electrical, Mechanical)
4. Specialized Consultants (e.g. Architectural Programming, Acoustics, Environmental Assessments, LEED certification, Historic Building Preservation / State Historic Preservation Office [SHPO])

City of Las Cruces

Procurement

-, -

700 N. Main Street, Las Cruces, NM 88001

[MOLZEN-CORBIN & ASSOCIATES, PA] RESPONSE DOCUMENT REPORT

RFP No. 25-26-004

Architectural & Engineering Services

RESPONSE DEADLINE: September 9, 2025 at 4:00 pm

Report Generated: Thursday, November 20, 2025

MOLZEN-CORBIN & ASSOCIATES, PA Response

CONTACT INFORMATION

Company:
MOLZEN-CORBIN & ASSOCIATES, PA

Email:
marketing@molzencorbin.com

Contact:
M Gonzales

Address:
2701 Miles Road, SE
Albuquerque, NM 87106

Phone:
N/A

Website:
www.molzencorbin.com

Submission Date:
Sep 9, 2025 11:04 AM (Mountain Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Sep 8, 2025 9:01 PM by M Gonzales

Addendum #2
Confirmed Sep 8, 2025 9:01 PM by M Gonzales

Addendum #3
Confirmed Sep 8, 2025 9:01 PM by M Gonzales

QUESTIONNAIRE

1. RFP Compliance Declaration*

In compliance with the requirements of this RFP, I offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

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

Confirmed

2. NM Tax & Revenue Dept. CRS

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

01305771005

3. Current NM Secretary of State Business ID

Corporations Only

0493510

4. Current CLC Business Registration

Respondents located in Las Cruces only

4347-25

5. Federal I.D. Number *

850166212

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

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

6.1. Technical Approach

Our specific technical approach for each task will vary according to the needs of the project, but the overall management of the task will contain the reliability that the City has come to expect from Molzen Corbin. Below we summarize our general work plan.

Pre-Design Services

In this initial phase, we determine the facility's character, develop programs for all anticipated uses, develop a finite scope of work, review the budget in light of programming requirements, and develop parametric cost estimates.

We organize the planning and design process into a series of tasks that allow for open communication among all team members, build consensus for preferred direction, focus on smart early decision-making, and ultimately lay the foundation for a great design and construction process to follow. These tasks include:

- Hold project orientation/planning meeting
- Confirm program and space requirements
- Hold potential additional planning workshops with City-defined community stakeholders (residents, landowners, Doña Ana County, etc.)
- Create initial cost projections

- Create and present final conceptual plan and program

Conceptual Design and Alignment Studies—So that our design team fully understands the unique needs for a given project, we use a communication technique known as “two-way programming,” working closely with the City in an open exchange of ideas. Using your input, we synthesize a facility program that includes both broad and specific design concepts to fully reflect your needs.

We work closely with the City and end users to analyze projects in light of the available budget. If the project exceeds the available budget, we investigate other solutions. Options may include reducing the proposed project scope, prioritizing project elements for strategic phasing, or planning to obtain additional funding.

Los Lunas Fire Station #2: Molzen Corbin worked with the Village to take this cutting-edge, new fire station from concept to reality.

Schematic Design Services

The schematic design process begins with the design team translating the program and conceptual design concepts into schematic building drawings. The team develops initial layouts and base sheets of areas of work, prepares diagrams to indicate required spaces and their relationship to one another, reviews code requirements, prepares cost estimates, and investigates cost-effective alternatives. We also add necessary detail to the conceptual plans, and outline material and system specifications. We include conceptual engineering for civil, structural, mechanical, and electrical. This phase also includes:

- Site analysis and site planning
- Development of the preferred site concept
- Concept development of alternatives
- Additional development of the preferred plan option
- Development of exterior concepts through sketches and computer modeling

Deliverables from this phase include:

- Preliminary code review
- Construction and project cost evaluation
- Exterior elevations and renderings to communicate the proposed design
- Conceptual landscape plan
- Conceptual civil engineering design showing rough utility, drainage, and topography concepts
- Descriptive outline specifications
- Rendered floor plans, site plan, building sections, and elevations
- Rendered exterior illustrations
- Schematic structural, electrical, and mechanical design narratives

Design Development Services

During this phase, the team continues with detailed development of the design. Based on comments received from the schematic design phase, the Molzen Corbin team revises the design to meet the stakeholder participants' needs. The team continues to refine all drawings produced during the schematic design phase (including plans, sections, and exterior elevations) with definition of details, materials, and systems (including structural, mechanical, electrical, plumbing, and information technology).

We continually develop drawings to include interior and exterior design and construction system details. At this point in the design we develop drawings to a level detailed enough to fully define the scope of the project, the systems, and the materials for accurate pricing, and to coordinate engineering for the construction documents phase. This phase also includes:

- A revised cost study to ensure that the project still responds to identified needs within the budget
- A final code study, and meeting with City plan review staff for preliminary check of assumptions
- Beginning detailed design studies of each space (including mechanical, electrical, and lighting equipment and products)
- An interior design charrette to begin selecting interior materials and finishes, and analysis of materials' appropriateness for the intended uses, durability, and maintenance
- Establishing an equipment schedule for the entire building
- A final design submittal for review and approval by the City and the project team
- Preparing presentation drawings to share with community stakeholders

Clovis Municipal Airport New Terminal Building (Architectural Renderings)

Construction Documents Services

As the design process evolves and information is added to the drawings, our team focuses on the details, coordination, and quality control of the drawings for construction. We incorporate stakeholder participants' comments from the design development drawings into the current construction document progress drawings. We issue review sets at 50% and a final check set at 95% before we issue bidding documents. We develop all required construction documents to the 100% complete level to be used for bidding and issuing the permit for construction.

Construction documents tasks include:

- Continually developing drawings with final detailing and specifications

- Finalizing architectural and engineering coordination
- Finalizing site design and details
- Providing internal quality control by architects, engineers, and construction teams
- Coordinating mechanical and electrical design with the City's maintenance staff
- Issuing final construction documents, specifications, and bid forms for building department review, construction permit issuance, and construction bidding
- Technical specifications

Design Services (Civil, Mechanical, and Electrical Engineering; Surveying; and Landscape Architecture Services)

Molzen Corbin is experienced in every aspect of civil engineering/site design. We maximize natural resources (including slope and view) to minimize costs. Services include the design of grading, drainage (storm drains, inlets, culverts), trails (walking, bicycle, equestrian), sidewalks, and parking lots. We are experts in Americans with Disabilities Act (ADA) compliance, and work with neighborhood groups and citizens for feedback on the type and location of improvements.

Our in-house electrical engineering department has extensive experience in interior and exterior lighting for buildings, recreational facilities, streets, airports, and utilities. Services also include designing, analyzing, and troubleshooting communication systems, alarm systems/security, solar power generation, telemetry and control instrumentation, and power distribution (primary and secondary).

Molzen Corbin's in-house surveyors are highly experienced in performing Global Positioning System (GPS) surveys using the Trimble 5700 Total Station GPS. We provide precise project surveying, mapping, and database services.

Our in-house landscape architects produce landscape designs and site plans for buildings, public spaces, roadways, parks, and recreational areas and facilities. Our park designs include gymnasiums, athletic fields, courts (for tennis, basketball, volleyball, and horseshoes), skate parks, picnic areas, parking areas, trails, aquatic facilities, landscaping (native, exotic, and specialized), irrigation, stormwater features (ponds and arroyos), and bridges.

To provide the City with a one-stop solution, we have added the following trusted subconsultants to our team:

- Structural Engineering – Heatly Engineering

- Mechanical and Plumbing – Testudo Engineering
- Environmental Engineering – Epsilon Systems
- Leadership in Energy & Environmental Design (LEED) Consultant – Design Balance

Construction Contract Procurement (Bidding or Negotiation) Services

Once Molzen Corbin has received approvals, we advertise the project for bids. As part of our basic services, we provide assistance in advertising for bids, distributing plans and documents for bidding, and receiving and tabulating the bids. We conduct a pre-bid conference at the site during the advertisement period to clearly define the administrative and control requirements necessary for construction, and to provide an opportunity for contractors to view the scope of work firsthand. Here we discuss the contract provisions and any necessary access/security restrictions. After we have received and opened the bids, we evaluate the bid documents, make a recommendation for award, check bond and insurance forms, and issue the notice to proceed on construction.

Molzen Corbin uses bid alternates to ensure that the project we design can be constructed with available funding. We design the basic facility, then design additional items that can be included in the final construction (if funding allows). These combinations of the basic facility with additional items enable us to bid the project up to the maximum amount allocated, while maximizing available funding and ensuring that the project can be built within budget.

Construction Contract Administration Services

During the course of construction, Molzen Corbin conducts construction administration services, remains involved with the project, and observes construction to verify conformance with the documents and specifications. We anticipate owner, contractor, and architect meetings through the course of construction—at a frequency determined by the team, in conjunction with the City, to be the most beneficial based on the final complexity of each project order.

We cannot overstate the benefit of careful observation by an experienced, certified construction observer. An experienced field inspector can detect unforeseen problems inherent in construction much earlier. We offer highly trained personnel who ensure that the project is constructed in complete compliance with the construction documents.

Molzen Corbin considers this step to be so important that we have developed a copyrighted *Construction Observers' Standard Procedures and Guidance Manual* to ensure the fulfillment of the contract documents with uniform architectural and engineering standards. Construction administration tasks include:

- Attending regular on-site owner/architect/contractor meetings throughout construction
- Conducting regular site visits and issuing field reports on the construction progress
- Coordinating and processing all material and systems submittals
- Answering RFIs in a timely manner
- Issuing bulletins (when required) to modify the intent, scope, or specification of particular design elements
- Conducting interim and final punch lists to verify that construction is consistent with the design intent and the level of quality expected

Other Professional Services

- Project Acceptance and Closeout—Upon contractor notification, we perform a final walk-through, prepare a punch list to be completed before final payment, and execute a certificate of substantial completion (when applicable).
- Project Warranty—Eleven months after substantial completion, we conduct a post-occupancy review and generate a list of warranty items that need attention.
- Public Input and Involvement—We work with stakeholders to develop a comprehensive analysis of a project's critical issues; plan presentations to disseminate information and encourage/document public input; and develop a realistic plan to address all important issues.
- Contacting Authorities Having Jurisdiction (AHJ)—Our team has extensive experience coordinating with AHJs at the local, state, and federal levels to ensure timely reviews and approvals. We maintain proactive communication with permitting agencies, fire marshals, building officials, and utility providers to streamline project delivery. This experience allows us to anticipate requirements, address concerns early, and keep projects on schedule and in compliance.

MAJOR TASKS TO BE ACCOMPLISHED*

6.2. Major Tasks to Be Accomplished

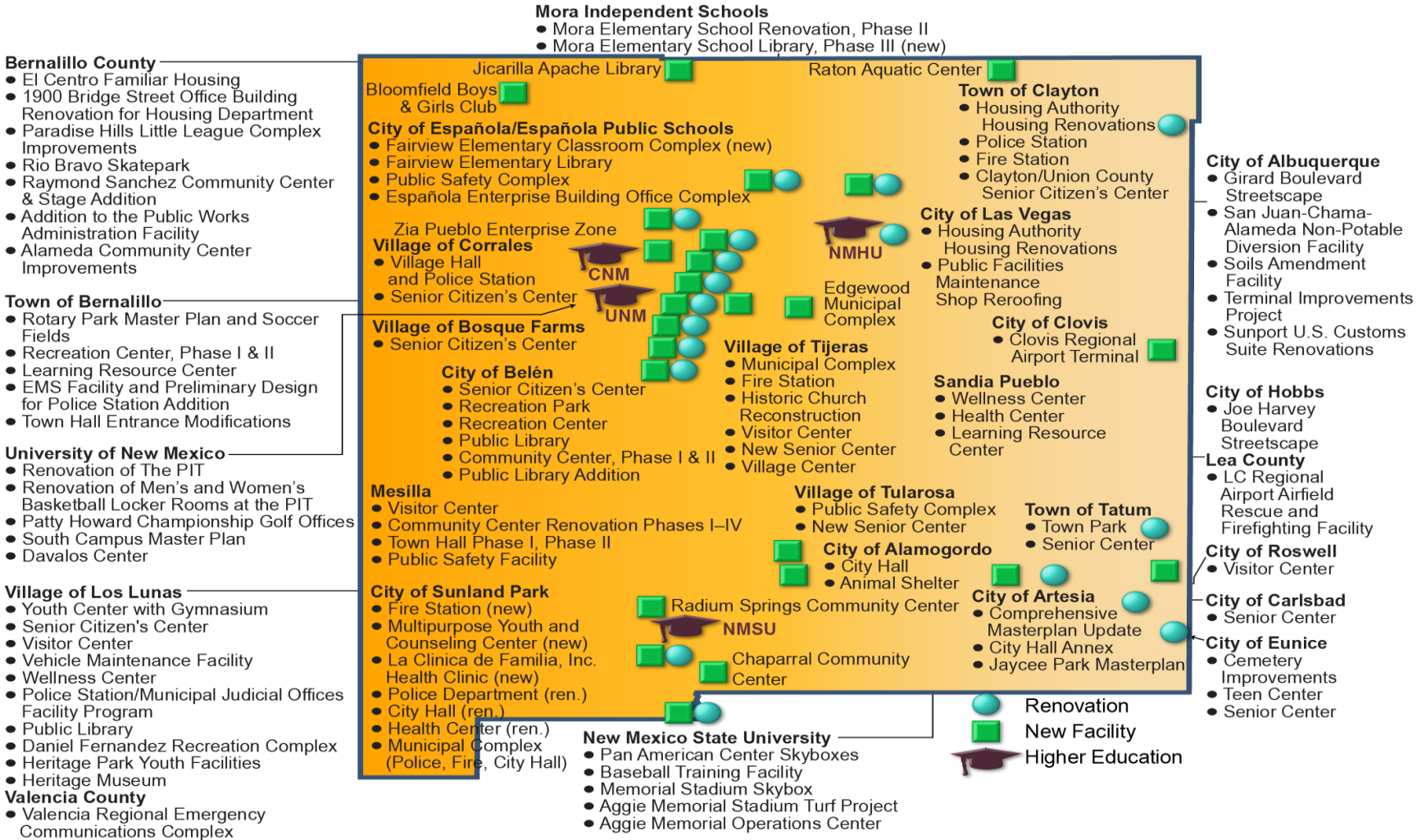
For each assignment, we develop a detailed work plan that outlines the tasks, key considerations, and anticipated level of effort (man-hours) required for successful completion. This information allows a clear understanding of the resources needed to deliver the

project. Because this is an on-call contract, specific tasks, schedules, and estimated effort cannot be defined in advance. Instead, our proposed technical approach (see Section 6.1) provides a framework of general tasks and services that will be tailored to the requirements of each project. The following highlights our technical capabilities and demonstrates the range of tasks and services we are prepared to provide for the City.

Architecture at Molzen Corbin

For more than 65 years, Molzen Corbin has built a strong reputation for delivering high-quality architectural and engineering services to public entities across New Mexico, including municipalities, counties, universities, and state agencies. Our Architectural Division specializes in functional, community-focused design that balances aesthetics, practicality, and budget. We provide a full range of services (from planning and site development to architectural design and construction-phase support), along with grant funding assistance, lifecycle cost estimating, and phased implementation strategies that align with limited municipal budgets. At Molzen Corbin, we pride ourselves not only as engineers and architects, but as partners in shaping stronger communities. We have proudly served Southern New Mexico from our successful Las Cruces Branch Office for over 40 years.

Our portfolio includes both new facility construction and the renovation or upgrading of existing buildings, with a focus on public service facilities such as city halls, public safety buildings, airport terminals, offices, parks, recreational centers, and aquatic facilities. Our experience also extends to landscape architecture and community and regional planning. This breadth of expertise enables us to take a holistic approach to each project, ensuring thoughtful integration into the surrounding environment and responsiveness to local needs. The figure below provides a snapshot of our architectural work throughout the state, highlighting recent projects for public institutions.



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

6.3 Services to Be Provided

Molzen Corbin pioneered the use of on-call engineering and architectural agreements in the 1980s, and today, on-call clients remain central to our practice. We currently serve 57 municipalities and counties under active on-call contracts, including the City of Las Cruces. Our team is specifically organized and staffed to meet both the day-to-day and long-term needs of public entities, providing rapid response, personalized service, and efficient project delivery. Leveraging extensive regional and local knowledge, we are able to design projects quickly, effectively, and with an eye toward cost efficiency. Each assigned task will follow a structured process, as outlined below.

Scoping Meeting

Upon notification by the City, Molzen Corbin will assemble a scoping team of City staff, Molzen Corbin personnel, and subconsultants. The scoping meeting will establish project parameters, address questions, and collaboratively resolve challenges. We will carefully consider input from the City's user group to define elements influencing scope, schedule, and budget. To maximize value, we will also evaluate funding sources and identify opportunities to streamline the scope by eliminating unnecessary tasks. A project schedule with milestone dates will be developed to guide both the architectural and engineering agreement and subsequent execution of the task order.

Milestone Meetings

At the conclusion of each task, our lead architect and key project team members will meet with the City to present updates, review technical information, answer questions, and gather feedback. These meetings ensure that the project remains on track, responsive to the City's needs, and aligned with established goals and deadlines.

Final Design Review

Design review and final design review meetings will be conducted with the City to finalize bid-ready plans and address minor adjustments. Because design elements will already have been reviewed during milestone meetings, the final design set will reflect consensus and thorough coordination.

Quality Control

To ensure the highest level of quality, Molzen Corbin will implement a peer review quality control process led by Mr. John Quinn Pate, RA, RLA. Both our team and our subconsultants will conduct cross-reviews of each other's work, assessing completeness, accuracy,

and alignment with project objectives. This peer review process will be fully integrated into scheduled project team meetings, allowing issues to be identified and resolved early, when they can be addressed most cost-effectively.

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

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

7.1 Key Personnel

Molzen Corbin has a solid track record for meeting project schedules, including condensed schedules. Our project experience, depth of staff, and technical expertise enable us to quickly mobilize our resources to align them with concurrent activities on complex projects.

As a multi-disciplinary firm, Molzen Corbin has the technical expertise and in-house staff to successfully complete the diverse range of tasks and services anticipated under this contract. Based on our extensive architectural and engineering experience, along with our depth of our staff, and our familiarity with the City, we can unequivocally state that we will be able to accommodate the City's project needs, including any and all specialized services, to meet any necessary time limitations.

We have assembled a highly experienced project team to effectively execute this contract for the City of Las Cruces. An organizational chart illustrating our team members and their roles and responsibilities appears below (Figure 1). On the following pages, we provide résumés of our key project team members, including their experience, area of competence, and percent of time assigned to project.

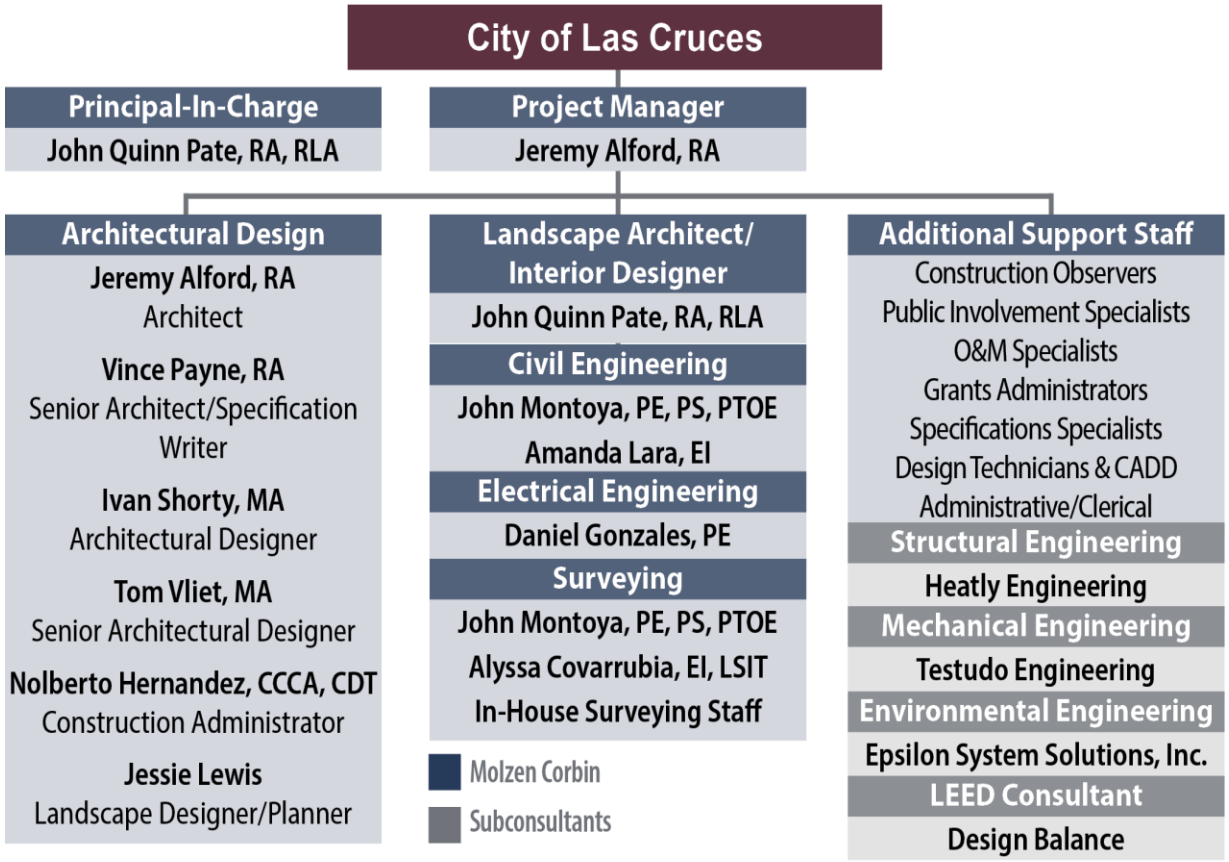


Figure 1. Molzen Corbin's project team has collaborated on multiple successful architectural projects.

John Quinn Pate, RA, RLA: Principle-In-Charge/Architecture/Landscape Architecture

NM RA #1784; NM RLA #87; TX RA #25506 | B.A., Architecture, University of New Mexico (UNM) | Years of Experience: 49 | Time Assigned: 20%

Mr. Pate is a Molzen Corbin vice president, a registered architect, and a registered landscape architect with 49 years of experience in master planning and designing architectural and landscape projects. As a project manager, Mr. Pate's experience with diverse construction methods and materials enables him to provide meaningful direction to multi-disciplined teams. His approach to design balances function and aesthetics with a focus on cost savings, laborsaving building techniques, and the efficient use of materials. Due to his decades of experience working with municipal, State, and Federal clients, Mr. Pate has a strong sensitivity for producing projects within inflexible budget and time constraints. As a landscape architect, Mr. Pate has worked extensively in all facets of site, neighborhood, and park development and landscape design.

Relevant Experience: Valley Drive Landscape, City of Las Cruces; Town Hall, Town of Mesilla; Municipal Complex, City of Sunland Park; Public Safety Facility, Town of Mesilla; Community Center (Phases I–III), Town of Mesilla; Senior Center, Village of Tijeras; Daniel Fernandez Park, Village of Los Lunas; Multi-Purpose Recreational Park, Anthony Water & Sanitation District (AWSD); Pan American Center Skyboxes, New Mexico State University (NMSU); Aggie Memorial Stadium Turf Project, NMSU; Baseball Training Facility, NMSU; Memorial Stadium Presidential Skybox, NMSU; I-25/University Landscape, NMDOT; Parking Lot Beautification (NM 28), Town of Mesilla; and Plaza Kiosko, Town of Mesilla.

Areas of Competence: Architecture, Landscape Architecture, Interior Design, Parks and Trails, Master Planning, and Project Management

Jeremy Alford, MA, RA: Project Manager/Architect

NM RA #5519 | M.A., Architecture, UNM; B.A., Environmental Design, University of Colorado | Years of Experience: 20 | Time Assigned: 20%

Mr. Alford is a highly accomplished architect with over 20 years of experience and a Master of Architecture degree. His extensive expertise spans a wide range of architectural services, including programming, master planning, schematic design, product research, design development, construction documents, project management, cost estimating, landscape design, 3-D rendering, 3-D fly-thrus, legislative requests, and construction administration. Proficient in AutoDesk AutoCAD, AutoDesk Revit, Enscape, SketchUp, and Adobe Photoshop, Mr. Alford excels in creating designs that are both functional and aesthetically pleasing. His substantial experience in designing diverse public service buildings ensures that his projects are built to last and can withstand the demands of public use.

Relevant Experience: Aggie Memorial Stadium Operations Center, NMSU; Pan American Center Skyboxes, NMSU; Baseball Training Facility, NMSU; Memorial Stadium Skybox, NMSU; Airfield Rescue and Fire Fighting (ARFF) Station, Lea County Regional Airport (Hobbs); La Puebla Fire Station, Santa Fe County; Fire Station #2, Village of Los Lunas; Senior Center, Village of Tijeras; Multipurpose Community Center, City of Belen; and Village Hall Master Planning, City of Los Lunas.

Areas of Competence: Architecture, Sports/Recreational Facilities, Master Planning, Parks, Construction Management, and Project Management

Vince Payne, RA: Senior Architect/Specification Writer

NM RA #5008 | M.A. and B.A., Architecture, UNM | Years of Experience: 38 | Time Assigned: 20%

Mr. Payne has over 38 years of experience in the construction, construction management, and architecture industry. He brings his vast knowledge of structural systems, construction materials, and construction methods to architectural designs to assure quality and constructability. His extensive knowledge of civil, structural, mechanical, electrical, and plumbing systems ensures that construction documents have been orchestrated into meaningful construction documents that solidifies the design intent. Most recently, he served as the architect and project manager for the new 22,000 SF Clovis Municipal Airport Terminal Building.

Relevant Experience: Youth Center Gymnasium Addition at Daniel Fernandez Park, Village of Los Lunas; Police Suite and Fitness Center, Albuquerque International Sunport; Laguna Village Community Center, Pueblo of Laguna; Encinal Community Center, Pueblo of Laguna; Rattlesnake Rest Area Renovation, NMDOT; Terminal Improvements, Lea County Regional Airport; and Volcano Vista High School, Albuquerque Public Schools.

Areas of Competence: Architecture, Specification Writer, Community Centers, Airport Facilities, Master Planning, and Construction Management

Additional Staff Members

Ivan Shorty, MA: Architectural Designer

M.A., Architecture, UNM; B.A., Architecture, UNM | Years of Experience: 20 | Time Assigned: 20%

Mr. Shorty is an accomplished intern architect with over 20 years of experience designing projects throughout New Mexico and the Navajo Nation. He has developed expertise in all phases of design, including programming, schematic design, design development, construction documents, construction administration, facility assessments, Capital Improvements Plans, and cost estimating. Proficient in AutoCAD, Revit, SketchUp, Photoshop, and InDesign.

Relevant Experience: Fire Station Expansion, La Puebla; Chimayo Fire Station Expansion, Town of Chimayo; Encinal Community Center, Pueblo of Laguna; Village Hall Alterations and Improvements, Village of Los Lunas; and City Hall Building, City of Ruidoso Downs.

Areas of Competence: Programming and Design, Schematic and Construction Document Development, and AutoCAD.

Tom Vliet, MA: Architectural Designer

M.A., Architecture, UNM; B.A., Architecture, UNM | Years of Experience: 42 | Time Assigned: 20%

Mr. Vliet is a distinguished senior architectural designer with 42 years of experience in the architecture profession. His areas of expertise encompass project delivery methodologies, quality assurance, communication and coordination, environmentally responsible and sustainable design (LEED), and security analysis. He possesses expert-level proficiency in Autodesk Revit Architecture and Autodesk AutoCAD.

Relevant Experience: Memorial Stadium Operations Center, NMSU; Fort Marcy Pickleball Courts, City of Santa Fe; Student Success Center, UNM; and Museum and Library Reroof, City of Carlsbad.

Areas of Competence: Programming and Design, Schematic and Construction Document Development, Facility Assessments, and AutoCAD.

Nolberto Hernandez, CCA, CDT: Construction Administrator

A.A.S., Construction Management Technology, CNM; A.A.S., Architectural/Engineering Technology, CNM | Years of Experience: 25 | Time Assigned: 20%

Mr. Hernandez offers over 25 years of experience in architectural design, construction documentation, specification review, and construction administration. His diverse portfolio includes office buildings, municipal and public safety facilities, schools, public

housing, recreation centers, and water/wastewater process buildings. A certified Construction Document Technologist and Construction Contract Administrator, he has deep expertise in AIA documents and construction processes. Mr. Hernandez is also proficient in AutoCAD and Means CostWorks.

Relevant Experience: Raymond G. Sanchez Community Center Stage Expansion, Bernalillo County; Senior Center Kitchen Remodel, City of Belen; and Intermodal Transportation Center, Village of Los Lunas.

Areas of Competence: Construction Administration, Construction Observation, Warranty Compliance, and Project Walk-Through Verification.

Jessie Lewis: Landscape Designer/Planner

B.A., Environmental Planning and Landscape Design, UNM | Years of Experience: 18 | Time Assigned: 20%

Ms. Lewis has 18 years of experience in multi-use site planning, recreational park design, streetscape design, site landscape design, and landscape restoration. Her project experience includes AutoCAD drafting (drawings, details, and construction sets), developing and reviewing construction documents, and conducting construction-phase inspections. She is knowledgeable in the U.S. Green Building Council's LEED project requirements.

Relevant Experience: Valley Drive Median Landscape/Streetscape, City of Las Cruces and NMDOT; Sonoma Ranch Blvd Medians, Dona Ana Community College; I-25/University Interchange Landscape, NMDOT; and Girard Boulevard Park and Streetscape, City of Albuquerque.

Areas of Competence: Landscape Architecture, Sports and Recreational Facilities, Parks and Trails, and Master Planning.

John Montoya, PE, PS, PTOE: Civil Engineering/Surveying

NM PE #12423, NM PS #13057, PTOE #3426 | B.S. in Civil Engineering Technology, NMSU | Years of Experience: 39 | Time Assigned: 20%

Mr. Montoya is a Molzen Corbin Vice President whose 39 years of experience encompasses assignments as a design engineer, project manager, client manager, and company surveyor on public works projects across southern New Mexico. These projects have included

traffic engineering, roadway design, major arterial design, multi-modal transportation planning and design, site development, water and wastewater system design, drainage and grading design, and stormwater detention basin design. Mr. Montoya also has considerable experience in the field of surveying and is a registered professional surveyor.

Relevant Experience: Harrelson Drive, City of Las Cruces; Reynolds Drive, City of Las Cruces; West Hadley Avenue Reconstruction, City of Las Cruces; CD-9 and CD-12 Street Improvements, City of Las Cruces; and Calle de Norte Multi-Use Path, Town of Mesilla.

Areas of Competence: Trails and Roadways, Open Space, Site/Civil Development, Water and Wastewater Design, Surveying, and Project Management.

Amanda Lara, Engineering Graduate: Civil Engineering

B.S., Civil Engineering, NMSU | Years of Experience: 5 | Time Assigned: 20%

Ms. Lara is an engineering intern with 5 years of professional experience with Molzen Corbin. Since joining Molzen Corbin, she has assisted in the design of numerous roadway, water, and wastewater projects. While pursuing her Civil Engineering degree at NMSU, she worked as an Engineering Coop for the City of Las Cruces Utilities Department. She assisted the Utilities Department with project management documentation, reports, and correspondence. She is proficient in AutoCAD and Civil 3D.

Relevant Experience: Bowman Street Reconstruction and Water Line Improvements, City of Las Cruces; Crawford Road, City of Sunland Park; I-25/University Interchange Improvements, NMDOT; Calle de Norte Multi-Use Path, Town of Mesilla; La Llorona Trail System, Town of Mesilla; and Calle de Parian Reconstruction Project, Town of Mesilla.

Areas of Competence: Trails and Roadways, Site/Civil Development, Construction Management, and Utility Design/Coordination.

Daniel Gonzales, PE: Electrical Engineering

NM PE #19969 | B.S., Electrical Engineering Technology, NMSU | Years of Experience: 19 | Time Assigned: 20%

Mr. Gonzales is Vice President and Electrical Department Leader at Molzen Corbin, with over 19 years of experience in power, instrumentation and controls (I&C), renewable energy, and construction coordination. He leads and mentors engineering teams, ensuring high-quality project delivery. His work spans building automation, water and wastewater treatment, pump stations,

photovoltaic systems, lighting, and power distribution. He has extensive experience designing power, I&C, and SCADA systems for water and wastewater facilities across New Mexico.

Relevant Experience: Jacobs Hands Wastewater Treatment Facility Cogeneration Facility, City of Las Cruces; Solar Photovoltaic Feasibility Study at the East Mesa Water Reclamation Facility, City of Las Cruces; Kiosko Renovation and Plaza Lighting, Town of Mesilla; Public Works Building Renovation, Town of Mesilla; and Border Office Building Renovations, City of Sunland Park.

Areas of Competence: Lighting, Facility Power Design, Photovoltaic Systems, and I&C and SCADA Systems.

Alyssa Covarrubia, EI, LSIT: Surveying

NM EI #7815 | B.S., Civil Engineering Technology, NMSU; B.S., Geomatics, NMSU | Years of Experience: 5 | Time Assigned: 20%

Ms. Covarrubia has more than 5 years of experience in civil engineering and surveying science. She holds dual Bachelor of Science degrees: one in Civil Engineering Technology and another in Geomatics. At Molzen Corbin, she applies her expertise by conducting hydraulic analysis of structures using HEC-HMS, as well as performing topographic surveys using UAS and DJI Terra. In addition, she has designed numerous roadway, grading, and drainage projects.

Relevant Experience: Los Lunas Corridor, Village of Los Lunas (Roadway); US 70 Wildlife Study, Bent, NM (Survey); Dona Ana County Tortugas Improvements, Tortugas, NM (Survey); and Gold Street Phase 1, City of Deming (Survey).

Areas of Competence: Surveying and Site/Civil Development

PRINCIPAL MEMBER/OFFICER OF THE FIRM RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT*
Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.

7.2 Principal Officer and Subconsultants

Principal Officer in Charge of Contract Administration

John Quinn Pate, RA, RLA, Vice President of Architecture, is the principal member/officer of the firm responsible for administration of the contract.

Mr. Pate's contact information is as follows:

2701 Miles Road SE

Albuquerque, New Mexico 87106

(505) 242-5700/FAX (505) 242-0673

jpate@molzencorbin.com

Subconsultants

Our full list of proposed subconsultants is provided below.

Epsilon Systems: Environmental

205 W. Boutz Road, Bldg 4, Suite 3, Las Cruces, NM 88005, (575) 528-8197 | Contact: Brad Beacham | Typical Percent of Time: 5%

Epsilon Systems Solutions, Inc. (Epsilon Systems) is a certified resident New Mexico business. Epsilon Systems' professionals offer comprehensive regulatory support, guiding clients through environmental processes in both simple and complex situations. Epsilon Systems' strategic approach is based on a thorough understanding of environmental issues, the governing statutes, and the technical basis upon which the regulations were written.

Testudo Engineering: Mechanical Engineering

7007 Wyoming Blvd NE, Suite E-1, Albuquerque, NM 87109, (505) 554-1282 | Contact: Wayne A. Yevoli, PE, LEED, AP | Typical Percent of Time: 5%

Testudo Engineering is a New Mexico-based engineering firm specializing in quality, long-lasting mechanical and electrical engineering services. Mr. Yevoli is principal and president of Testudo Engineering. He has more than 41 years of engineering design and project management experience in the mechanical, electrical, and plumbing (MEP) engineering field. His specific areas of expertise include heating and cooling systems, ventilation, specialized exhaust systems, domestic plumbing, steam, fire protection, and site utilities..

Heatly Engineering: Structural Engineering

120 Vassar Drive SE, Suite 200 Albuquerque, NM 87106, 505.705.1355 | Contact: Scott Heatly, PE | Typical Percent of Time: 5%

Scott Heatly brings over 35 years of structural design and construction experience, specializing in design-build fast-track projects across the Southwest. His expertise spans the full project lifecycle, from estimation and design to procurement, detailing, and construction, and includes a wide range of project types from education facilities and athletic complexes to government buildings and bridges. His relevant project experience with Bernalillo County includes the County Courthouse, as well as the District Attorney Building.

Design Balance LLC: Sustainable Design & LEED Consulting

11412 Freeway Pl NE, Albuquerque, NM 87123, (505) 298-6910 | Contact: Kelly A. Karmel, AIA, LEED AP BD+C | Typical Percent of Time: 5%

Design Balance LLC will serve as the LEED consultant for our team, bringing nationally recognized expertise in sustainable design and high-performance building consulting. With more than 30 years of experience, their practice focuses on helping building owners and project teams leverage sustainable strategies to enhance financial performance, improve occupant comfort, and support environmental stewardship. As a LEED Proven Provider for the Building Design and Construction rating system, Design Balance has demonstrated consistent excellence in guiding projects through the LEED certification process.

LOCATION(S) OF OFFICE(S) *
Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

7.3 Work Location

Molzen Corbin's office locations are provided below. The locations of our subconsultants' offices are listed in **Section 7.2, Principal Officer and Subconsultants**.

Because this is an on-call contract with tasks yet to be defined, the exact work locations cannot be fully determined at this time. In general, however, Molzen Corbin proposes the following structure, depending on the nature of the assignment:

- **Majority of Work is Architecture**
  Office Location: 2701 Miles Road SE
  Albuquerque, New Mexico 87106
- **Majority of Work is Engineering**
  Office Location: 1155 Commerce Drive, Suite F, Las Cruces, New Mexico 88011

Based on our experience with similar on-call contracts, we anticipate that approximately 50% of the work for the City under this contract will be completed in our Las Cruces office, with the remaining 50% completed in our Albuquerque office.

PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK *
Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.

7.4 Professional Responsible for Work

Because this is an on-call contract with tasks not yet defined, a specific professional in direct responsible charge cannot be named at this time. Molzen Corbin, however, proposes the structure outlined in the table below, with architectural tasks led by a registered architect and engineering tasks led by a licensed professional engineer.

	Majority of Work is Architecture	Majority of Work is Engineering
Responsible Charge Design Professional	Jeremy Alford, RA	John Montoya, PE, PS, PTOE
Office Location	2701 Miles Road SE Albuquerque, New Mexico 87106	1155 Commerce Drive, Suite F, Las Cruces, New Mexico 88011
Registration	NM RA #5519	NM PE #12423, NM PS #13057, PTOE #3426

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

PREVIOUS WORK/REFERENCES*

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

8-1_Previous_Work_and_References.pdf

PRICE TABLES

COST MATRIX ONE

Delivered Services

Line Item	Description	Fee	Percentage
1	Services up to and including the completion of Design Development; including the delivery of Design Development documents.	Not to exceed % of the estimated cost of construction	4.5%
2	Services from the completion of Design Development up to and including the completion of construction documents; including the delivery of specifications, drawings and bid documents.	Not to exceed % of the estimated cost of construction	5.3%
3	Services from the delivery of construction and bid documents up to and including the completion of construction contract administration; including the delivery of contract closeout documents.	Not to exceed % of the estimated cost of construction	0.2%

COST MATRIX TWO

Project Assignment

Line Item	Description	Unit of Measure	Unit Cost
1	Principal-In-Charge	Hourly Rate	$295.00
2	Project Architect / Project Engineer	Hourly Rate	$220.00
3	Architect	Hourly Rate	$175.00
4	Engineer (Structural, Mechanical, Electrical, Civil)	Hourly Rate	$190.00
5	Landscape Architect	Hourly Rate	$175.00
6	Interior Designer	Hourly Rate	$220.00
7	Cost Estimator	Hourly Rate	$165.00
8	Drafter	Hourly Rate	$145.00
9	Specification Writer	Hourly Rate	$165.00
10	Administration / Clerical	Hourly Rate	$120.00

COST MATRIX TWO CONT.

Project Assignment - Please list the position title and hourly rate for any other staff positions that are not included in the previous table.

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
1	Other (List)	Hourly Rate	Principal Architect	$260.00
2	Other (List)	Hourly Rate	Senior Architect	$220.00

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
3	Other (List)	Hourly Rate	Construction Contract Administrator	$145.00
4	Other (List)	Hourly Rate	Project Manager	$140.00
5	Other (List)	Hourly Rate	Intern Architect 2	$125.00
6	Other (List)	Hourly Rate	Intern Architect 1	$110.00
7	Other (List)	Hourly Rate	Architectural Designer	$130.00
8	Other (List)	Hourly Rate	Planner	$110.00
9	Other (List)	Hourly Rate	Landscape/Irrigation Designer	$110.00
10	Other (List)	Hourly Rate	Senior Engineer	$235.00

8.1 Previous Work and References

Los Lunas Fire Station #2, Village of Los Lunas

Molzen Corbin integrated the needs of the community with a site owned by the Village, providing a state-of-the-art facility that allows for the maneuverability of large vehicles and a training yard with a training tower. This facility is approximately 16,000 square-feet and includes five drive-through apparatus bays for fire fighting and emergency response vehicles, along with apparatus bay support areas. To support continuous operations, the facility also includes administrative, training, and residential areas (including 6 dorms, dayroom, kitchen, dining, exercise room, outdoor porch and activity area, and several bathrooms). The result is a highly functional, superior quality, and elegantly designed, cutting-edge public amenity.

Contact: John Gabaldon, Fire Chief, (505) 991-2343, jgabaldon@loslunasnm.gov

Aircraft Rescue and Fire Fighting Building, Hobbs Airport, Lea County

This new facility replaced an existing airport-only facility housed in a make-shift garage. It now serves both the Airport and the County at large. It is approximately 8,000 square-feet with a watch tower. The facility, completed in July of 2017, includes two double length apparatus bays for fire fighting and emergency-response vehicles, apparatus bay support areas where the vehicles and fire fighting equipment will be cleaned and stored, administrative areas, and residential areas (including 4 dorms, dayroom, kitchen, dining/training, exercise room, outdoor porch and activity area, and bathrooms). The layout is both compact to fit the budget and to align with the pending expansion of the terminal. The facility functions efficiently in a durable, comfortable, and healthy environment.

Contact: Corey Needham, County Manager, (575) 396-8601, (575) 605-3497, cneedham@leacounty.net

Los Lunas Fire Station #2

Lea County Aircraft Rescue and Fire Fighting Building

Pan American Center Skyboxes, NMSU

NMSU contracted Molzen Corbin to design new mezzanine level skyboxes in the Pan American Center, home of the NMSU basketball teams. This project was conducted under an accelerated schedule because construction had to be completed by the time the NMSU basketball teams started their conference schedule in January 2023. In addition, construction had to accommodate the teams (and fans) using the facility for preseason and pre-conference games in November and December 2022. The skyboxes included eight new suites, a luxury lounge area, premium bar, and associated access and support spaces. The project was completed by December 21, 2022.

Contact: Braun Cartwright, Deputy Athletics Director/Chief Operating Officer, (575) 646-5713, (575) 644-5194, braunc@nmsu.edu

Pan American Center Skyboxes

ATTACHMENT A

CITY OF LAS CRUCES

Term Contract for Architectural and Engineering Services
Contract Number 25-26-004

Project Order	Number (#)	**Architect/Engineer:**	
Fee Proposal		**A/E's project manager:**	
Date Requested:			*(to be completed by A/E)*
Notice to Proceed:		**Project Manager e-mail:**	
Date Issued:			*(to be completed by A/E)*

Project Order Title:
Insert title here
Physical address / location here, if applicable

This Project Order, Number (Enter Number), is issued pursuant to the Agreement Between Owner and Architect, dated (Contract Date), between the City of Las Cruces and Molzen-Corbin & Associates, PA, incorporated herein by reference.

Scope of Work:
The scope of work for which Architect's Services are to be performed under this Project Order is generally described as:

-

A/E personnel and sub-consultants:
The A/E staffs the project orders as generally identified by function and/or discipline in the proposal and as specifically listed herein to work on this Project Order. *(to be completed by A/E)*

Schedule:
Number of calendar days required to provide Architect's Basic Services through the completion of construction documents: _____
(to be completed by A/E)

Compensation:
The A/E shall perform all architectural and engineering services required for the completion of this Project Order's scope of work for the basic compensation computed as follows:

For the services as described in the (Scope of Work above, attached document, etc.) _____ ($ _____)
(to be completed by A/E)

For services from the delivery of construction and bid documents to the completion of construction contract administration, a lump sum of _____ ($ _____)
(to be completed by A/E)

or, based on the hourly rates listed in the fee proposal,

a fixed not-to-exceed amount of _____ ($ _____)
(to be completed by A/E)

The basic compensation proposed above shall be subject to negotiation and revision. Any such revision made by the Owner shall be agreed to by the A/E prior to this Proposal Request becoming a Notice to Proceed.

Fee proposal revisions:

Proposed Fee ($)	Revised Fee ($)	Revised by Owner *(date)*	Accepted by A/E *(date)*

Project Order Proposal Submitted By:

Architect/Engineer

By: _____
(signature) *(date)*

Name: _____

Title: _____

Project Order Proposal Accepted By:

Owner

By: _____
(signature) *(date)*

Name: _____

Title: _____

Attachments:

1.
2.
3.

EXHIBIT "N"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of February 2026 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Nine Degrees Architecture + Design, Inc., of 101 Maguey Court, Suite 2, Sunland Park, New Mexico, 88063, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
On-call Architectural and Engineering services on an as-needed basis via Project Order (Attachment A) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 25-26-004, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

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

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as outlined in Exhibit A, at an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project(s) that are required by the CITY and it will serve the CITY diligently and

faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2026 for a term of five years through April 30, 2031, for a term of five (5) years.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY, and as agreed to for each project assigned under the terms of this Agreement.

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

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

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

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

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

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

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

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

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

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

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

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

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

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

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

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Sreedevi Bhathala Mohanraj
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Nine Degrees Architecture + Design, Inc. 101 Maguey Court, Suite 2 Sunland Park, New Mexico 88063 ATTENTION: Cesar Molina

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.

NINE DEGREES ARCHITECTURE + DESIGN, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

12/11/2025
City Attorney

EXHIBIT A

A. Project assignment is initiated by the City providing the CONTRACTOR a detailed project description, including scope of work and any other special instructions needed by the CONTRACTOR to provide complete services necessary for carrying out the work presented by the City. The CONTRACTOR shall provide services that may include, but not be limited to, the following:

    1. Pre-Design Services including but not limited to cost estimating, programming, building code reviews, master planning, and feasibility studies
    2. Preliminary and Schematic Design Services
    3. Design Development Services
    4. Construction Documents Services
    5. Design Services may include architectural, civil, structural, mechanical, electrical engineering, plumbing, and landscape architectural services
    6. Construction Contract Procurement (Bidding or Negotiation) Services
    7. Construction Contract Administration Services
    8. Other types of professional services of a nature consistent with the intent of the RFP, i.e. gathering public input, public meetings, Council meetings
    9. Contact authorities having jurisdiction

B. Documents required to be prepared by the CONTRACTOR will vary depending on the scope of work of the individual Project Order; generally, may consist of the following but not limited to:

    1. Pre-Design Services shall consist of a written program, diagrams and drawings containing design objectives, space requirements, space relationships, flexibility and expandability, site and landscaping requirements, and construction cost estimates.
    2. Preliminary and Schematic Design documentation shall consist of conceptual site and building plans, study models, perspective sketches, electronic modeling, or combinations of these media; and construction cost estimates.
    3. Design Development and Construction Documents Services consist of specifications, drawings, and bid documents.
    4. Construction Contract Administration documentation shall consist of copies of field reports, shop drawings, progress photographs, and drawings of record.
    5. Documents prepared by the CONTRACTOR for use by the City shall be delivered in electronic format in an application acceptable to the City; typically, MSWord, Excel, Building Information Modeling (BIM), and Autocad (latest version). Documents specifically for use in bidding the

work of a Project Order shall be delivered to the City in an acceptable Americans with Disabilities Act (ADA) format.

C. The CONTRACTOR shall also be able to provide the services of specific sub-consultants, including but not limited to the following:

1. Landscape Architect
2. Interior Designer
3. Professional Engineers (Civil, Structural, Electrical, Mechanical)
4. Specialized Consultants (e.g. Architectural Programming, Acoustics, Environmental Assessments, LEED certification, Historic Building Preservation / State Historic Preservation Office [SHPO])

City of Las Cruces

Procurement

-, -

700 N. Main Street, Las Cruces, NM 88001

[NINE DEGREES ARCHITECTURE + DESIGN, INC.] RESPONSE DOCUMENT REPORT

RFP No. 25-26-004

Architectural & Engineering Services

RESPONSE DEADLINE: September 9, 2025 at 4:00 pm

Report Generated: Thursday, November 20, 2025

Nine Degrees Architecture + Design, Inc. Response

CONTACT INFORMATION

Company:
Nine Degrees Architecture + Design, Inc.

Email:
cesarm@nine-degrees.com

Contact:
Cesar Molina

Address:
101 Maguey Ct.
Ste 2
Sunland Park, NM 88063

Phone:
(915) 526-8739

Website:
www.nine-degrees.com

Submission Date:
Sep 9, 2025 11:52 AM (Mountain Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 18, 2025 3:29 PM by Cesar Molina

Addendum #2
Confirmed Aug 26, 2025 2:57 PM by Cesar Molina

Addendum #3
Confirmed Sep 8, 2025 8:27 PM by Cesar Molina

QUESTIONNAIRE

1. RFP Compliance Declaration*

In compliance with the requirements of this RFP, I offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

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

Confirmed

2. NM Tax & Revenue Dept. CRS

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

03-071485-00-0

3. Current NM Secretary of State Business ID

Corporations Only

03-071485-00-0

4. Current CLC Business Registration

Respondents located in Las Cruces only

No response submitted

5. Federal I.D. Number *

26-0658002

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

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

Firm Vision, Mission and Business Philosophy

Nine Degrees Architecture + Design, Inc., is a visionary firm with a strong work ethic and an unrivaled commitment to:

- Client service
- Project cost control
- Design excellence
- User satisfaction and quality

In today's demanding market environments, architects must provide their clients with new approaches, methods, and solutions that lead to innovation and better design execution. We see our firm as problem solvers, and we understand our client's needs and expectations and translate them into physical solutions.

We characterize our methodology by developing a synergistic relationship with our client to develop a deeper understanding and insight of the project. The result of this relationship, is a project that meets the needs of the client, satisfies the requirements of the user, and is responsible to its budget constraints.

Finally, our business philosophy concerns client service and satisfaction. We take pride in our innovative solutions and the personalized service and attention we bring to every project and every client.

Approach to Project

Our team employs many business practices to manage projects efficiently and ensure their successful completion. These include strict adherence to project deadlines, using internal checks and balances, employing qualified individuals who uphold the project's best interest, and internal checklists for construction documents such as 'redi-check'. However, our most important practice is our unwavering commitment to understanding and meeting our client's needs from start to finish. Throughout the project process, we hold internal weekly meetings to provide updates and discuss challenges and milestones. We also use this time to review our master project list that includes all active projects, their statuses, timelines, and assigned team members. These meetings allow open communication and collaboration, ensuring that everyone is aligned on priorities and aware of any changes in project scopes. Once we are committed to a given project, our team is committed to doing whatever is feasible and possible to ensure that the project is completed on time and schedule within reasonable demands. We have built our firm as a client-oriented practice and the foundation of our future.

As Needed Services:

- Architectural Planning, Programming, and Design.
- Construction Administration Services.
- Master Planning, Conceptual Site Studies, and Preliminary Building Concepts.
- Interior Design and Space Planning.
- Existing Building Assessments and Roofing Consulting.
- Accessibility and ADA Design, Review and Assessment.
- Building Conditions Assessment and Commissioning of Building Systems.
- Fixtures, Furniture, and Equipment Design

Project Types:

Our firm prides itself on its versatility and commitment to undertaking projects of any nature. Our staff collectively brings over 80 years of experience across diverse project types., including:

- Governmental
- Institutional
- Educational
- Medical
- Laboratories
- Correctional Facilities
- Residential

Other specialty work:

- Historical Restoration
- Life Cycle Costing
- LEED Sustainable Design
- System Design
- Mechanical Upgrades and Replacement

Innovative Methodologies

Staying current with innovative technologies is crucial to our practice, and we achieve this by continuously engaging with the latest architectural trends, materials, and technologies. We regularly attend organized conferences and workshops to keep our staff updated on evolving design practices, methodologies and innovations. Additionally, we regularly conduct research and analysis of architectural projects to understand emerging design principles and techniques.

- Matterport (3D Scanning)- Our team employs Matterport for 3D capture to ensure precise spatial documentation on all our recent projects. This technology allows us to accurately verify existing conditions and capture overall dimensions, providing detailed and reliable data that supports our design and planning processes. By using Matterport consistently, we enhance our

ability to document spaces with precision, ensuring that every project starts with a comprehensive understanding of the site and its characteristics.

- Drone Imaging- Additionally, we utilize drone imaging technology to capture accurate as-built surveys, implement sophisticated design tools, oversee construction, and ensure efficient construction administration.
- BIM Coordination- We integrate virtual design and BIM processes from the start of the project to the construction documents through construction administration. This method provides a seamless coordination between teams, and simplifies the development of as-builts, as the model evolves throughout the project.
    - Investigation: 3D pointcloud scanning is used to establish existing conditions. Based on this information we'll adjust the model to the new work and resolve conflicts between systems.
    - Owner Collaboration: 3D models will help the owner visualize the final product. By these visuals, we can have a better understanding of the changes requested by the owner.
    - Circulation: Studies show spatial values and flow throughout the building.
    - Daylighting Studies- These studies help convey effects of lighting and energy composition.
    - MEP Engineering: The MEP BIM coordination model will allow the architect and engineers to eliminate all design and construction conflicts among systems.
    - Structural: The Structural Engineering is integrated in the modeling to have better knowledge of how the structural system works and how it integrates with the other building systems.

Techniques and Processes to Ensure Milestones are Met

Schedules, milestones, and budgets are the three legs of a balanced project. The process is dependent on two things, for the team to have a clear understanding of the project scope and the client's expectations. Two, for the client to have a strong understanding of their expectations, vision, scope, and funding. First, at the onset of the project, our team will hold a meeting or work session to define the scope, the schedule, and the institution's expectations.

A. Our team develops a work plan based on the approved schedule and scope. By communicating at all times, we can ensure that the process will be kept on track.

B. Our second effort is based on managing the decision process, an area where projects tend to get derailed.

C. The next strategy we use to maintain schedules is to manage scope changes and scope creep. We understand that there will be changes in the life of any project, due to multiple reasons and unforeseen conditions, but we tend to respond to these changes with the same enthusiasm we have for the project as a whole.

D. Our last strategy is based on the assumption that the scope and expectations are more complicated than expected and require more time to respond completely; then we will sit down with the clients and work out these issues.

Designing within Budget

As projects are assigned to the Nine Degrees team, Cesar Molina, in his role as Principal-in-Charge, will be responsible for communicating with the owner and stakeholders. Our firm will work with the most experienced cost professionals familiar with the environment specific to the project's area. We encourage our estimating consultants to participate in the initial project stage to assist the client in aligning their project goal with the project's budget. Our team is highly experienced in working on large and complex projects and small or large design teams. Since the beginning of his practice, Cesar has been highly aware of the importance of the project budget and how client's funding requirements work. Our firm prioritizes designing within project budgets to ensure the project's success. Our methodology for budget management emphasizes early and frequent estimation with our consultant as well as in-house to align with client budget expectations.

Approach to Sustainability

Our firm designs and builds all its projects incorporating LEED standards. Adding sustainable strategies in today's design environment is not as uncommon and challenging as a decade ago. The current state of affairs in building codes, energy requirements, and materials has incorporated many sustainable requirements, including goals for improving performance and manufacturing. Our firm employs LEED AP BD+C Certified architects on our staff, with extensive experience managing and designing sustainable projects. In addition, NINE DEGREES has begun integrating the WELL Building Rating System, which has taken sustainability in a greater direction by promoting health and wellness into our designs. WELL buildings should respond to the environment and interact with inhabitants to benefit users' well-being through cleaner indoor air quality, ample natural lighting, and entities that encourage users to be more physically active.

Approach to Document Quality

Our quality assessment program is founded on the premise that quality is our client's most desired goal. Our team is composed of professionals who share the same value; to do our work with quality and accuracy. Over the years, our team has developed a quality management system that serves as the foundation for continuous performance improvement in all aspects of our work. Our Quality Management Program is based upon a simple four-step concept of PLAN- DO- CHECK- ACT / LEARN.

A. At the PLAN stage, our team will be selected, we will meet with our clients to gain a thorough understanding of the project, and as a team, we will define what constitutes quality.

B. At the DO stage, the team begins to identify schedules, resources, milestones, and deliverables of the project. At this stage, the team focuses on designing a project that meets the client's expectations per their expected schedule and within their budget.

C. At the CHECK stage of the process, we continue to monitor the quality and that all of our consultants are progressing according to our work plan and meeting the project expectations.

D. At the ACT-LEARN stage of the process, we have an opportunity for the team to fulfill its commitment to the client, review the project and ensure we met our goal.

Approach to Cover Project Deficiencies

Our firm has many years of experience in the industry from which we have learned lessons from various projects. From previous projects, we have listed these issues and we review this list before the project is initiated. This list includes items such as accessibility clearances, looking into existing conditions not visible, project field visits, reviewing existing documents, speaking with faculty, staff, and custodians for their observation and looking at historical background information. As these items arise, our team addresses them quickly and efficiently by coordinating and communicating directly with all affected parties typically the client, when they are involved the contractor, and affected subcontractors. This allows for clarity and trust-building between all participants.

A. Our team and consulting team will develop a precise and concise report/presentation on how to resolve the issue for the client.

B. Our team and consulting team look for solutions and not ways to blame other parties. The best results come when the team works together in order to find a solution.

C. At this point we will reissue a schedule accompanied with additional information to the team. If the issue required a drastic change in scope, budget or schedule, we will sit down with the client to discuss the issues and develop a new plan of action.

MAJOR TASKS TO BE ACCOMPLISHED*

Tasks to be Completed

- Programming Phase
- Schematic Design + Design Development
- Construction Documents
- Contract Procurement
- Cost Estimating
- Interior Design
- Construction Administration

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

Description of Tasks

Programming Phase- During this phase, we will develop a document that outlines and incorporates the user's expectations and vision for the project, and our team will review and validate the conceptual program. We intend for these meetings to be both comprehensive and inclusive. We will set specific criteria to determine what information your program needs to include. We will then present options tailored to your needs. Finally, we will address critical questions to help articulate and document the problem you are trying to solve.

Schematic Design + Design Development- Our team will work alongside our team's consultants to further develop the project's design concepts, incorporating all the engineering fields such as the building's mechanical, electrical, and structural systems. It will also begin to illustrate the materials and finishes for the project and the cost implications of the design direction that is being pursued.

Construction Documents- Our team and its consultants understand the ultimate value of creating a comprehensive, high-quality set of construction documents. In keeping with this philosophy, we possess the capabilities to provide our clients with a quality set of coordinated construction documents. Utilizing Cesar's experience as a General Contractor allows our team to develop concise and more focused construction documents for the contractor to build the project. In our experience, this will enable us to expedite the project's construction due to our documents' self-explanatory, self-sustaining nature. This approach has proven to provide our client with an on-time and on-budget approach to completing the project.

Contract Procurement- Our team will provide support during the procurement phase to ensure clients receive competitive and fair proposals. We prepare and issue bidding documents, manage addenda, and respond to contractor questions. We assist in conducting per-bid meeting, evaluating contractor qualifications if needed, and provide recommendations to the Owner for award.

Cost Estimating- Our team understands the basics of cost estimating, and we are capable of developing conceptual probable cost budgets that guide out until we design solutions for the project. Once we reach the agreed stages, we will issue a probable cost report as defined with the client at the onset of the project. When a detailed cost estimate is incorporated as a basic contract requirement, our firm has professional estimating consultants available to meet this requirement. Designing within a budget is a challenge we look for since it allows us to demonstrate that good design is not too expensive but produces ways to provide the best value solution.

Interior Design- Our firm is more than capable of providing interior design services for our clients and our projects. Our team has a great understanding of furniture systems, finishes, and materials in order to provide a well crafted solution that integrates itself to the design of the building. In addition, we are one of the few firms in Sunland Park providing both professional services due to the fact that our principal Nestor Infanzon, FAIA, RID, has extensive interior design experience and is a Texas Registered and Licensed Interior Designer.

Construction Administration- We will define the contractor's responsibilities while working within/around an occupied area to eliminate unnecessary conflicts. Firm Principals, Project Managers, and Client Managers will remain involved throughout construction. We will provide quality control measures throughout construction to ensure that the awarded contractor adheres to the construction documents. Our oversight and coordination efforts will ensure that accurate documents are created and followed to limit and potentially eliminate the number of change orders in the field.

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

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

Cesar Molina, AIA, LEED AP BD+C, NCARB | Principal In-Charge, Project Architect | 80% involvement in project

Licensed Architect: NM, TX
LEED Accredited Professional BD+C
NCARB Certificate Holder
New Mexico Contractors License

Bio: Cesar Molina formed Nine Degrees in 2007. His primary vision for the firm was to create a practice fully committed to ensuring complete client satisfaction through design excellence, but equally as important client service. He brings over 25 years of experience in working with academic, institutional and commercial projects in the New Mexico region. Cesar brings a unique blend of design care coupled with a distinctive concern for the constructability of the design solutions. He is involved in the day to day management of every project including site and construction management. He believes that our firm interest lies, in ensuring that the client's vision and expectations conform with the general requirements set forth by the construction documents. As a registered and licensed contractor in New Mexico, Cesar uses his knowledge of building construction for the benefit of the clients and our projects.

Relevant Experience:
Fort Bayard Medical Center Lounge Area, Santa Clara, NM
SENMC Trades X Technologies Building, Carlsbad, NM
SENMC Main Building Addition, Carlsbad, NM
COSP- Guitar Building MVD Tenant Improvements
COSP- Animal Facilities Upgrades, Sunland Park, NM
CLC City Hall PIO and Cashier's Remodel, Las Cruces, NM
CLC Highnoon Soccer Complex Concessions Remodel, Las Cruces, NM
City of Anthony- Adams Park Concession Stand
Latrine and Shower Renovations/Remodel, Las Cruces, NM
LCPS Mesa Middle School Wood Shop, Las Cruces, NM

GISD La Mesa Pre-k Shingle Roof Replacement
GISD Administration Building ADA Restroom Upgrades
GISD Anthony and Berino ES. HVAC
Socorro ISD Socorro High School Reconstruction, El Paso, TX
Socorro ISD-Cactus Trails Elementary School, El Paso, TX
Socorro ISD- Sgt. Jose Carrasco Elementary School, El Paso, TX
YISD Ysleta Elementary School Life Safety Upgrades, El Paso, TX

Nestor Infanzon, FAIA, LEED AP BD+C, NCARB | Principal In-Charge, Project Architect | 80% involvement in project

Licensed Architect Texas and Missouri
Interior Design: Texas
LEED Accredited Professional BD+C
NCARB Certificate Holder
EDAC Certificate Holder

Bio: Nestor Infazon brings a wealth of experience in the academic, healthcare, and commercial design market. With over four decades of experience and a portfolio with extensive projects ranging in size, scope, budget, and locale. Nestor brings an understanding of the clients needs and their impact to the facilities. As a project Manager and Project Architect, Nestor has an understanding of management resources, knowledge, and passion to craft projects while never losing sight of the budget, schedule, and efforts required to deliver the projects. His project insights are bolstered by his belief that architecture has a great opportunity and power to create spaces that directly transform the users. Much of the success of Nestor's designs are attributable to his personal philosophy for involving the client and all stakeholders from the onset of a given project, in a truly collaborative partnership. With passion for creative problem-solving and collaborative teaming , he has focused his efforts on projects that have a big impact on their community and the users.

Relevant Experience:
Cedar Valley College Dallas County Community College District, Lancaster, TX
UTEP Science and Engineering Core Lab Renovation, El Paso, TX
San Jacinto College Cosmetology Building and San Jacinto Cosmetology and Culinary Building, Houston, TX

Discovery Park, University of North Texas, Denton, TX
Lamar University Science Building Renovation, Beaumont, TX

Michael Bluth, AIA, NCARB | Architect, Design Management, Project Manager | 100% involvement in project

Licensed Architect: NM, TX
Member American Institute of Architects
NCARB Certificate Holder

Bio: Michael is our Associate in charge of overseeing the day to day operations of all team members in our studio. He is responsible for design quality on all drawings, prior to permit submittal, as well as managing projects from start to finish. Michael has a Master of Architecture degree from Lawrence Technological University in Southfield, MI., and has practiced as a Project Manager for over 10 years. Prior to architecture, Michael spent 8 years in the construction field, gaining vast knowledge in building construction, knowing and understanding architectural plans, and how assemblies actually work, rather than how they look on paper. In professional architectural practice, Michael has worked on several notable projects as Lead Designer and/or Project Manager, with all major school districts, such as Ysleta ISD, Socorro ISD, El Paso ISD, Fabens ISD, Gadsden ISD, and Las Cruces Public Schools. UTEP, Texas Tech, EPCC, NMSU, and Southeast New Mexico College add to the wealth of experience in multiple complex project types. Michael brings yet another resource to the team in terms of constructability. His extensive experience assists with the production of quality drawings that leave very little room for questions once complete.

Relevant Experience:
Fort Bayard Medical Center Lounge Area, Santa Clara, NM
SENMC Trades X Technologies Building, Carlsbad, NM
SENMC Main Building Addition, Carlsbad, NM
SENMC Library Family Study Room, Carlsbad, NM
COSP- Guitar Building MVD Tenant Improvements, Sunland Park, NM
COSP- Casa de Peregrinos Food Pantry, Sunland Park, NM
CLC City Hall PIO and Cashier's Remodel, Las Cruces, NM
CMDWA Administration Building, Chamberino, NM
Latrine and Shower Renovations/Remodel, Las Cruces, NM

Appaloosa Office complex- Sunland Park, NM
LCPS Mesa Middle School Wood Shop, Las Cruces, NM
LCPS Organ Mountain High School Trades Shop, Las Cruces, NM
Doña Ana Community College DAAR Technology Classroom Upgrades
DACC Building 341, Sanchez Hall, NMSU, Las Cruces, NM
YISD Pasodale Elementary School Life Safety Upgrades, El Paso, TX
YISD Ysleta Elementary School Life Safety Upgrades, El Paso, TX
YISD Parkland Elementary School, El Paso, TX

Vianey Laredo, AAIA | Assit. Project Manager, Technical Support | 80% involvement in project

Bio: Vianey joined Nine Degrees in February 2022. She plays a key role in our team by shaping the design of spaces from concept through construction. She brings a strong eye for interior design and finish selections, helping clients visualize their projects through detailed renderings and thoughtful space planning. Beyond design, Vianey ensures that every idea is carried through with precision by preparing construction documents and actively supporting construction administration. She regularly visits job sites, reviews progress, and coordinates with contractors to help ensure the design intent is carried out and the final result meets our standards. In addition to her project work, Vianey collaborates closely with team members across disciplines and takes a leadership role in guiding and mentoring interns. With a blend of creativity, technical skill, and leadership, she supports the team in bringing projects to life from vision to completion.

Relevant Experience:
Fort Bayard Medical Center Lounge Area, Santa Clara, NM
SENMC Trades X Technologies Building, Carlsbad, NM
SENMC Main Building Addition, Carlsbad, NM
COSP- Guitar Building MVD Tenant Improvements, Sunland Park, NM
CLC City Hall PIO and Cashier's Remodel, Las Cruces, NM
CMDWA Administration Building, Chamberino, NM
YISD Pasodale Elementary School Life Safety Upgrades, El Paso, TX
YISD Ysleta Elementary School Life Safety Upgrades, El Paso, TX
YISD Parkland Elementary School, El Paso, TX

Raul Sanchez | Project Manager | Technical Support | 80% involvement in project

Bio: Raul is the newest addition to Nine Degrees. He brings 5 years of experience producing architectural drawings for previous architectural firms and home developers. Raul has a Master off Science in Architecture from Boston Architectural College. After graduating, he worked as an Architectural Designer/ Estimator for Padilla Homes Inc., creating construction documents and estimating job costs. He also worked as an architectural associate at Emc2 Architects on residential and commercial projects. As project manager at Nine Degrees, Raul will coordinate multidisciplinary teams, manage client relationships, ensure project deadlines and budgets are met, and lead projects through all phases. He will also provide technical support in the production of construction documents, contributing to the accuracy and quality of our project deliverables.

Relevant Experience:
SENMC Main Building Entry Additions, Carlsbad, NM
COSP Administrative Building- CRRUA Shell + TI, Sunland Park, NM
CoEP 220 S. Stanton St. Renovation - Phase 1, El Paso, TX
CMDWA Administration Building, Chamberino, NM
Jerash Business Center, El Paso, TX
AUR Society Tenant Improvements, Fort Worth, TX

Aney Lara, AAIA | Architect Intern, Technical Support | 40% involvement in project

Bio: Aney joined Nine Degrees in October 2022, as an intern architect. She helps the team with technical support in design and construction documents for our projects. She completed her Bachelor of Science in Architecture from Texas Tech University. Aney serves as Technical Staff/ Intern. She will be involved in all processes from schematic design to construction documents.

Relevant Experience:
SENMC Trades X Technologies Building, Carlsbad, NM
SENMC Main Building Addition, Carlsbad, NM
SENMC Library Family Study Room, Carlsbad, NM
CLC Highnoon Soccer Complex Concessions Remodel, Las Cruces, NM

COSP- Casa de Peregrinos Food Pantry, Sunland Park, NM
CMDWA Administration Building, Chamberino, NM
City of Anthony- Adams Park Concession Stand
LCPS Mesa Middle School Wood Shop, Las Cruces, NM
YISD Pasodale Elementary, El Paso, TX
YISD Ysleta Elementary School, El Paso, TX

Andrea Silva, AAIA | Architect Intern, Technical Support | 40% involvement in project

Bio: Andrea serves as a staff marketing and intern architect for our firm. Andrea joined Nine Degrees in September 2022. Andrea helps the firm with technical support in design and construction documents for our projects. She recently completed her Bachelor of Science in Architecture from Texas Tech University. Andrea serves as Technical Staff / Intern and Marketing. She will be involved in all processes from schematic design to construction documents.

Relevant Experience:
SENMC Trades X Technologies Building, Carlsbad, NM
COSP Administrative Building- CRRUA Shell + TI, Sunland Park, NM
CMDWA Administration Building, Chamberino, NM
CoEP Airport Concourse Entries, El Paso, TX
KASCO Structures Ascenscion- El Paso, TX
NMSU AG Centers Facilities Master Plan
YISD, Pasodale Elementary School, El Paso, TX
YISD, Ysleta Elementary School, El Paso, TX
GISD, La Union Elementary School, Las Cruces, NM
GISD, San Miguel Special Services, Las Cruces, NM
GISD, Student Nutrition Program, Las Cruces, NM
GISD, La Mesa Pre-k, Las Cruces, NM

Steve Gallardo | BIM Specialist, Technical Support | 40% involvement in project

Bio: Steve joined Nine Degrees in April 2021, he brings extensive experience as he has more than 30 years of drafting experience. His pursuit of knowledge has pushed him to receive the latest training for Revit. Steve will also be involved in quality control of construction documents. He was worked in notable projects around the area including The El Paso's Children Hospital, Mexican/ American Cultural Center, and the Chamizal Recreation Center.

Relevant Experience:
COSP- Animal Facilities Upgrades, Sunland Park, NM
LCPS Mesa Middle School Trade shop, Las Cruces, NM
SISD Hurshel Antwine Elementary School, El Paso, TX
YISD Constance Hilbert Elementary School, El Paso, TX
Parkland High School Fine Arts Building, El Paso, TX
EPCC Mission del Paso Campus Addition, El Paso, TX
UTEP Cotton Memorial Building Remodeling, El Paso, TX
NMSU AG Centers Facilities Master Plan
NMSU AG Centers Facilities Repairs
Raul Yzagurrie School for Success, Houston, TX
City of El Paso, El Paso Children Museum, El Paso, TX
City of El Paso, Mexican American Cultural Center, El Paso, TX

PRINCIPAL MEMBER/OFFICER OF THE FIRM RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT*
Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.

Principal member/officer of the firm responsible for administration of the contract:

Cesar Molina, AIA, LEED AP BD+C, NCARB

101 Maguey Ct, Suite 2, Sunland Park, NM

915-526-8739

List of Subcontractors:

Civil Engineer: Souder, Miller & Associates | Michael Johnson, P.E. | Regional Civil Technical Sector Manager

3500 Sedona Hills Parkway, Las Cruces, NM 88011

Souder, Miller & Associates, is dedicated to project success by delivering quality engineering, environmental, and geometrics services through collaboration an innovative solutions. Since 1985, they have designed roads, installed fiber-optic systems, remediated contaminated sites, planned developments, and secured safe water access. Guided by core values of diversity, ethics, sustainability, integrity, growth, and respect for nature, SMA builds trusted partnerships and invests in lasting community resilience.

Structural Engineer: Bohannan Huston | Matthew Bean, PE | Vice President

425 S Telshor Blvd C103, Las Cruces, NM 88011

Bohannan Huston, Inc. provides world-class civil and structural engineering, traffic and transportation engineering, water resources, land surveying, GIS, photogrammetry, and advanced technologies services that transform customer's vision into reality. Their technical expertise enables clients to visualize projects, optimize resources, and realize exceptional solutions. BHI has an outstanding record of continuing expansion of disciplines and providing top-quality services to our customers.

MEP: Raxis Engineering | Jose A. Morales, P.E., | CEM Principal

505 South Main Street, Las Cruces, NM 88001

Raxis Engineering expertise consists of proving Medium to Heavy Commercial electrical, mechanical, plumbing and control system for the build environment that are reliable, efficient, and tailored to the project's criteria and to the client's future needs. Effectively develops cost-effective solutions with the use of new technologies and customized engineering tools that meets the client's needs and budget. We offer the highest quality excellence in the design and delivery of our engineering service for superior construction and client satisfaction.

Landscape Architect: Consensus Planning | Ken Romig, PLA, ASLA | Sites AP – Associate

505 South Main Street, Las Cruces, NM 88001

Consensus Planning have extensive experience in landscape design, site planning, parks and recreation planning, educational and municipal campuses, commercial and retail developments, residential communities, streetscape design, and project theming. Their goals is to create landscapes that meet the physical, social, and emotional needs of the community, while balancing issues of environmental sustainability and resiliency.

Specialized Consultants

Acoustical, Environmental, LEED, and Historic Preservation subconsultants will be hired on a project basis.

LOCATION(S) OF OFFICE(S) *
Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

Our office is located :

101 Maguey Ct, Suite 2, Sunland Park, NM 88063

Our team will be performing 100% of the design work from this office.

PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK *
Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.

Name; Cesar Molina, AIA, LEED AP BD+C, NCARB

Address: 101 Maguey Ct, Suite 2, Sunland Park, NM

License #: 004224

Phone #: 915-526-8739

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

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

8.1._Previous_Work-References.pdf

PRICE TABLES

COST MATRIX ONE

Delivered Services

Line Item	Description	Fee	Percentage
1	Services up to and including the completion of Design Development; including the delivery of Design Development documents.	Not to exceed % of the estimated cost of construction	3.5%
2	Services from the completion of Design Development up to and including the completion of construction documents; including the delivery of specifications, drawings and bid documents.	Not to exceed % of the estimated cost of construction	6.5%
3	Services from the delivery of construction and bid documents up to and including the completion of construction contract administration; including the delivery of contract closeout documents.	Not to exceed % of the estimated cost of construction	2.5%

COST MATRIX TWO

Project Assignment

Line Item	Description	Unit of Measure	Unit Cost
1	Principal-In-Charge	Hourly Rate	$195.00
2	Project Architect / Project Engineer	Hourly Rate	$185.00
3	Architect	Hourly Rate	$170.00
4	Engineer (Structural, Mechanical, Electrical, Civil)	Hourly Rate	$225.00
5	Landscape Architect	Hourly Rate	$160.00
6	Interior Designer	Hourly Rate	$165.00
7	Cost Estimator	Hourly Rate	$160.00
8	Drafter	Hourly Rate	$125.00
9	Specification Writer	Hourly Rate	$140.00
10	Administration / Clerical	Hourly Rate	$100.00

COST MATRIX TWO CONT.

Project Assignment - Please list the position title and hourly rate for any other staff positions that are not included in the previous table.

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
1	Other (List)	Hourly Rate		$0.00
2	Other (List)	Hourly Rate		$0.00

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
3	Other (List)	Hourly Rate		$0.00
4	Other (List)	Hourly Rate		$0.00
5	Other (List)	Hourly Rate		$0.00
6	Other (List)	Hourly Rate		$0.00
7	Other (List)	Hourly Rate		$0.00
8	Other (List)	Hourly Rate		$0.00
9	Other (List)	Hourly Rate		$0.00
10	Other (List)	Hourly Rate		$0.00

Years with Firm: 18
Total Years of Experience: 25+

CESAR MOLINA

AIA, LEED AP BD+C, NCARB
Principal In-Charge | Project Architect

EDUCATION

Master of Architecture University of New Mexico School of Architecture & Planing

Bachelor of Arts in Architecture
University of New Mexico

REGISTRATIONS / CERTIFICATION

Licensed Architect: NM, TX
LEED Accredited Professional BD+C
NCARB Certificate Holder
New Mexico Contractors License

AWARDS AND RECOGNITIONS

Honor Award, AIA El Paso GECU Headquarters

Special Recognition, AIA New Mexico United in Light Project,

Honor Award, AIA El Paso International Quality Water Laboratory

Design Award, AIA El Paso
Marcos B. Armijo Library Addition

Mayors Award for Design Excellence Marcos B. Armijo Aquatic Center,

Texas Architect, July/August Issue United Light Project,

Cesar Molina formed **NINE DEGREES** in 2007. His primary vision for the firm was to create a practice fully committed to ensuring complete client satisfaction through design excellence, but equally as important client service. He brings over 25 years of experience in working with academic, institutional and commercial projects in the New Mexico region. Cesar brings a unique blend of design care coupled with a distinctive concern for the constructibility of the design solutions.

He is involved in the day to day management of every project including site and construction management. He believes that our firm interest lies, in ensuring that the client's vision and expectations conform with the general requirements set forth by the construction documents. As a registered and licensed contractor in New Mexico, Cesar uses his knowledge of building construction for the benefit of the clients and our projects.

His passion for quality construction is a key component of how Cesar approaches every project.

RELEVANT EXPERIENCE:

Fort Bayard Medical Center Lounge Area, Santa Clara, NM
SENMC Trades X Technologies Building, Carlsbad, NM
SENMC Main Building Addition, Carlsbad, NM
COSP- Guitar Building MVD Tenant Improvements
COSP- Animal Facilities Upgrades, Sunland Park, NM
CLC City Hall PIO and Cashier's Remodel, Las Cruces, NM
CLC Highnoon Soccer Complex Concessions Remodel, Las Cruces, NM
City of Anthony- Adams Park Concession Stand
Latrine and Shower Renovations/Remodel, Las Cruces, NM
LCPS Mesa Middle School Wood Shop, Las Cruces, NM
GISD La Mesa Pre-k Shingle Roof Replacement
GISD Administration Building ADA Restroom Upgrades
GISD Anthony and Berino ES. HVAC
Socorro ISD Socorro High School Reconstruction, El Paso, TX
Socorro ISD-Cactus Trails Elementary School, El Paso, TX
Socorro ISD- Sgt. Jose Carrasco Elementary School, El Paso, TX
YISD Ysleta Elementary School Life Safety Upgrades, El Paso, TX

AVAILABILITY/ COMMITMENT

Cesar Molina would be fully invested and involved in this project from start to finish. His availability on this project would be from attending meetings, telephone access at the ready, electronic communication and provide his experience and knowledge of educational design as needed.

Years with Firm: 11
Total Years of Experience: 40+

NESTOR INFANZON

FAIA, LEED AP BD+C, NCARB
Quality Assurance | Planning

EDUCATION

Master of Architecture Building Design

Bachelor of Environmental Design Honors
Texas A&M University- CAED

REGISTRATIONS

Licensed Architect Texas and Missouri
Interior Design: Texas
LEED Accredited Professional BD+C
NCARB Certificate Holder
EDAC Certificate Holder
CNU-A Certificate Holder

Nestor Infazon brings a wealth of experience in the academic, healthcare, and commercial design market. With over four decades of experience and a portfolio with extensive projects ranging in size, scope, budget, and locale. Nestor brings an understanding of the clients needs and their impact to the facilities. As a project Manager and Project Architect, Nestor has an understanding of management resources, knowledge, and passion to craft projects while never losing sight of the budget, schedule, and efforts required to deliver the projects. His project insights are bolstered by his belief that architecture has a great opportunity and power to create spaces that directly transform the users. Much of the success of Nestor's designs are attributable to his personal philosophy for involving the client and all stakeholders from the onset of a given project, in a truly collaborative partnership. With passion for creative problem-solving and collaborative teaming , he has focused his efforts on projects that have a big impact on their community and the users.

RELEVANT PROJECT EXPERIENCE:

Cedar Valley College Dallas County Community College District, Lancaster, TX
UTEP Science and Engineering Core Lab Renovation, El Paso, TX
San Jacinto College Cosmetology Building and San Jacinto Cosmetology and Culinary Building, Houston, TX
Discovery Park, University of North Texas, Denton, TX
Lamar University Science Building Renovation, Beaumont, TX

Years with Firm: 7
Total Years of Experience: 18

MICHAEL BLUTH

AIA, NCARB
Architect | Design Management | Project Manager

Michael is our Associate in charge of overseeing the day to day operations of all team members in our studio. He is responsible for design quality on all drawings, prior to permit submittal, as well as managing projects from start to finish. Michael has a Master of Architecture degree from Lawrence Technological University in Southfield, MI., and has practiced as a Project Manager for over 10 years. Prior to architecture, Michael spent 8 years in the construction field, gaining vast knowledge in building construction, knowing and understanding architectural plans, and how assemblies actually work, rather than how they look on paper. In professional architectural practice, Michael has worked on several notable projects as Lead Designer and/or Project Manager, with all major school districts, such as Ysleta ISD, Socorro ISD, El Paso ISD, Fabens ISD, Gadsden ISD, and Las Cruces Public Schools. UTEP, Texas Tech, EPCC, NMSU, and Southeast New Mexico College add to the wealth of experience in multiple complex project types. Michael brings yet another resource to the team in terms of constructibility. His extensive experience assists with the production of quality drawings that leave very little room for questions once complete.

EDUCATION

Master of Architecture with Honors, Lawrence Technology University

Bachelor of Science in Architecture, CUM LAUDE, Texas Tech University, College of Architecture

REGISTRATIONS

Licensed Architect: TX, NM

Member American Institute of Architects

NCARB Certificate Holder

RELEVANT PROJECT EXPERIENCE:

Fort Bayard Medical Center Lounge Area, Santa Clara, NM
SENMC Trades X Technologies Building, Carlsbad, NM
SENMC Main Building Addition, Carlsbad, NM
SENMC Library Family Study Room, Carlsbad, NM
COSP- Guitar Building MVD Tenant Improvements, Sunland Park, NM
COSP- Casa de Peregrinos Food Pantry, Sunland Park, NM
CLC City Hall PIO and Cashier's Remodel, Las Cruces, NM
CMDWA Administration Building, Chamberino, NM
Latrine and Shower Renovations/Remodel, Las Cruces, NM
Appaloosa Office complex- Sunland Park, NM
LCPS Mesa Middle School Wood Shop, Las Cruces, NM
LCPS Organ Mountain High School Trades Shop, Las Cruces, NM
Doña Ana Community College DAAR Technology Classroom Upgrades
DACC Building 341, Sanchez Hall, NMSU, Las Cruces, NM
YISD Pasodale Elementary School Life Safety Upgrades, El Paso, TX
YISD Ysleta Elementary School Life Safety Upgrades, El Paso, TX
YISD Parkland Elementary School, El Paso, TX

AVAILABILITY/ COMMITMENT

Michael will serve as Design and Project Management oversight on this project, to assist with facilitating the design, documentation and construction of the project to completion.

VIANEY LAREDO, AAIA

Assit. Project Manager | Technical Support

EDUCATION

Bachelor of Science in Architecture Texas Tech University College of Architecture

Associate of Applied Science Degree in Interior Design Technology

Years with Firm: 3
Total Years of Experience: 3

Vianey joined **NINE DEGREES** in February 2022. She plays a key role in our team by shaping the design of spaces from concept through construction. She brings a strong eye for interior design and finish selections, helping clients visualize their projects through detailed renderings and thoughtful space planning. Beyond design, Vianey ensures that every idea is carried through with precision by preparing construction documents and actively supporting construction administration. She regularly visits job sites, reviews progress, and coordinates with contractors to help ensure the design intent is carried out and the final result meets our standards. In addition to her project work, Vianey collaborates closely with team members across disciplines and takes a leadership role in guiding and mentoring interns. With a blend of creativity, technical skill, and leadership, she supports the team in bringing projects to life from vision to completion.

RELEVANT PROJECT EXPERIENCE:

SENMC Trades X Technologies Building, Carlsbad, NM
SENMC Main Building Addition, Carlsbad, NM
Fort Bayard Medical Center Lounge Areas, Santa Clara, NM
COSP- Guitar Building MVD Tenant Improvements, Sunland Park, NM
CLC City Hall PIO and Cashier's Remodel, Las Cruces, NM
CMDWA Administration Building, Chamberino, NM
YISD Ysleta Elementary School, El Paso, TX
YISD Pasodale Elementary School, El Paso, TX
YISD Parkland Elementary School, El Paso, TX

RAUL SANCHEZ

Project Manager | Technical Support

EDUCATION

Master of Science in Architecture, Boston Architectural College

Bachelor of Science in Architecture Texas Tech University College of Architecture

Years with Firm: 7 months
Total Years of Experience: 5

Raul is the newest addition to **NINE DEGREES**. He brings 5 years of experience producing architectural drawings for previous architectural firms and home developers. Raul has a Master off Science in Architecture from Boston Architectural College. After graduating, he worked as an Architectural Designer/ Estimator for Padilla Homes Inc., creating construction documents and estimating job costs. He also worked as an architectural associate at Emc2 Architects on residential and commercial projects.

As project manager at Nine Degrees, Raul will coordinate multidisciplinary teams, manage client relationships, ensure project deadlines and budgets are met, and lead projects through all phases. He will also provide technical support in the production of construction documents, contributing to the accuracy and quality of our project deliverables.

RELEVANT PROJECT EXPERIENCE:

SENMC Main Building Entry Additions, Carlsbad, NM
COSP Administrative Building- CRRUA Shell + TI, Sunland Park, NM
CoEP 220 S. Stanton St. Renovation - Phase 1, El Paso, TX
CMDWA Administration Building, Chamberino, NM
Jerash Business Center, El Paso, TX
AUR Society Tenant Improvements, Fort Worth, TX

ANEY LARA, AAIA

Architect Intern I | Technical Support

EDUCATION

Bachelor of Science in Architecture Texas Tech University College of Architecture

Years with Firm: 2.5
Total Years of Experience: 3

Aney joined **NINE DEGREES** in October 2022, as an intern architect. She helps the team with technical support in design and construction documents for our projects. She completed her Bachelor of Science in Architecture from Texas Tech University.

Aney serves as Technical Staff/ Intern. She will be involved in all processes from schematic design to construction documents.

RELEVANT PROJECT EXPERIENCE:

SENMC Trades X Technologies Building, Carlsbad, NM
SENMC Main Building Addition, Carlsbad, NM
SENMC Library Family Study Room, Carlsbad, NM
CLC Highnoon Soccer Complex Concessions Remodel, Las Cruces, NM
COSP- Casa de Peregrinos Food Pantry, Sunland Park, NM
CMDWA Administration Building, Chamberino, NM
City of Anthony- Adams Park Concession Stand
LCPS Mesa Middle School Wood Shop, Las Cruces, NM
TTU HSC East End Eatery, El Paso, TX
TTU HSC Radiology Department Remodel, El Paso, TX
TISD Tornillo High School Renovation, Tornillo, TX

ANDREA SILVA, AAIA

Architect Intern I | Technical Support

EDUCATION

Bachelor of Science in Architecture Texas Tech University College of Architecture

Years with Firm: 2.5
Total Years of Experience: 2.5

Andrea serves as a staff marketing and intern architect for our firm. Andrea joined **NINE DEGREES** in September 2022. Andrea helps the firm with technical support in design and construction documents for our projects. She recently completed her Bachelor of Science in Architecture from Texas Tech University.

Andrea serves as Technical Staff / Intern and Marketing. She will be involved in all processes from schematic design to construction documents.

RELEVANT PROJECT EXPERIENCE:

SENMC Trades X Technologies Building, Carlsbad, NM
COSP Administrative Building- CRRUA Shell + TI, Sunland Park, NM
CMDWA Administration Building, Chamberino, NM
CoEP Airport Concourse Entries, El Paso, TX
KASCO Structures Ascenscion- El Paso, TX
NMSU AG Centers Facilities Master Plan
YISD, Pasodale Elementary School, El Paso, TX
YISD, Ysleta Elementary School, El Paso, TX
GISD, La Union Elementary School, Las Cruces, NM
GISD, San Miguel Special Services, Las Cruces, NM
GISD, Student Nutrition Program, Las Cruces, NM

STEVE GALLARDO

BIM Specialist | Technical Support

EDUCATION

Associate Degree in Drafting & Design Technology El Paso Community College

Revit Architecture Training Doña Ana Community College

Years with Firm: 2.5
Total Years of Experience: 30+

Steve joined **NINE DEGREES** in April 2021, he brings extensive experience as he has more than 30 years of drafting experience. His pursuit of knowledge has pushed him to receive the latest training for Revit. Steve will also be involved in quality control of construction documents. He was worked in notable projects around the area including The El Paso's Children Hospital, Mexican/ American Cultural Center, and the Chamizal Recreation Center.

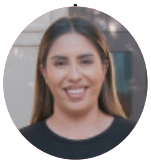
RELEVANT PROJECT EXPERIENCE:

COSP- Animal Facilities Upgrades, Sunland Park, NM
LCPS Mesa Middle School Trade shop, Las Cruces, NM
SISD Hurshel Antwine Elementary School, El Paso, TX
YISD Constance Hilbert Elementary School, El Paso, TX
Parkland High School Fine Arts Building, El Paso, TX
EPCC Mission del Paso Campus Addition, El Paso, TX
UTEP Cotton Memorial Building Remodeling, El Paso, TX
NMSU AG Centers Facilities Master Plan
NMSU AG Centers Facilities Repairs
Raul Yzagurrie School for Success, Houston, TX
City of El Paso, El Paso Children Museum, El Paso, TX

CESAR MOLINA
AIA, LEED, AP, CNU-A
President + Principal

NESTOR INFAZON
FAIA
QA/Planning

MICHAEL BLUTH
AIA, NCARB
Architect/ Project Manager



VIANEY LAREDO
Assit. Project Manager
Technical Staff

RAUL SANCHEZ
Project Manager
Technical Staff

ANEY LARA
Architecture I
Technical Staff

ANDREA SILVA
Architecture I
Technical Staff

STEVE GALLARDO
BIM Specialist
Technical Staff

Consultants

- Civil Engineering **Souder, Miller & Associates**
- Structural Engineering **Bohannan Huston, Inc.**
- MEP **Raxis Engineering**
- Landscape Architecture **Consensus Planning**

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

NAME Cesar Molina, AIA, LEED, AP, CNU-A

ADDRESS 101 Maguey Ct, Suite 2, Sunland Park, NM

PHONE # 915-526-8739

SUBCONSULTANT
INFORMATION

CIVIL ENGINEER

SOUDER, MILLER & ASSOCIATES
MICHAEL JOHNSON, P.E.
Regional Civil Technical Sector Manager

EDUCATION

Master of Business Administration
New Mexico State University

B.S.-Civil Engineering
New Mexico State University

REGISTRATIONS

Professional Engineer, New Mexico (#10751)
Envision Sustainability Professional, ENV-SP

ADDRESS

3500 Sedona Hills Parkway
Las Cruces, NM 88011

Mr. Johnson has over 35 years of engineering design, and managerial experience. He also has comprehensive knowledge in compliance with local, state, and federal regulations. Mr. Johnson also has experience in working with federal, state, local governments, and school districts to complete projects of joint interest. He has worked as a senior engineer and construction observer for numerous public and private civil engineering projects. He conducts engineering design, commercial design, field observations of projects, communicates with contractors to address issue/conflicts, delays and corrections to materials or methods. He reviews construction applications for payments, schedules and attends field meetings, review plans, and project plans and specifications.

RELEVANT PROJECT EXPERIENCE:

- Nevada Avenue Cool Corridor / Green Infrastructure Project, Las Cruces, NM
- Doña Ana County Phase I and II Sidewalk and Lighting Improvements, Doña Ana, NM
- Doña Ana County Tres Caballos Road Improvement Project, Mesquite, NM
- Doña Ana County Fire Administration Parking Lot Improvement Project, Las Cruces, NM
- Ed Brabson Balloon Park Expansion and Upgrade, Alamogordo, NM
- Maverik Fuel Station Commercial Developments, Multiple Locations, NM

Souder, Miller & Associates, is dedicated to project success by delivering quality engineering, environmental, and geometrics services through collaboration an innovative solutions. Since 1985, they have designed roads, installed fiber-optic systems, remediated contaminated sites, planned developments, and secured safe water access. Guided by core values of diversity, ethics, sustainability, integrity, growth, and respect for nature, SMA builds trusted partnerships and invests in lasting community resilience.

STRUCTURAL ENGINEER

BOHANNAN HUSTON
MATTHEW BEAN, PE
Vice President

EDUCATION
MS Structural Engineering

BS Civil Engineering

REGISTRATIONS
Professional Engineer: NM #23120

ADDRESS
425 S Telshor Blvd C103
Las Cruces, NM 88011

Matthew Bean is a Vice President, structural engineer, and project manager in BHI's Structural Engineering group. Mr. Bean has extensive experience working directly with architectural lead teams to design new or renovate existing hospitals, schools, commercial, and multi-family residential structures. An experienced structural engineer, he works efficiently with design teams composed of architects, engineers, technicians, and other professionals. He communicates and coordinates project requirements and designs to produce an effective structure that meets the needs of the client and remains in budget and on schedule. Mr. Bean is knowledgeable of modern building and design codes (IBC, ASCE7, AISC, ACI, AISI, NDS) and excels in Revit, AutoCAD, and other design and production programs. He is a team player and works closely with other team disciplines to produce a quality product. His attention to detail is a benefit to any team he works on, along with his great attitude.

RELEVANT PROJECT EXPERIENCE:
- Southeast New Mexico College (SENMC) Energy Trades Building and Main Building Lobby Addition, Carlsbad, NM
- PNM Power Operations System Center Building Addition, Albuquerque, NM
- Las Cruces Public Schools Field of Dreams Scoreboard Replacement, Las Cruces, NM

Bohannan Huston, Inc. provides world-class civil and structural engineering, traffic and transportation engineering, water resources, land surveying, GIS, photogrammetry, and advanced technologies services that transform customer's vision into reality. Their technical expertise enables clients to visualize projects, optimize resources, and realize exceptional solutions. BHI has an outstanding record of continuing expansion of disciplines and providing top-quality services to our customers.

MEP

RAXIS ENGINEERING
JOSE A. MORALES, P.E., CEM
Principal

EDUCATION
M.S. in Engineering Management from University of Clear Lake

B.S. in Mechanical Engineering from University of Texas at El Paso

REGISTRATIONS
Licensed P.E. in New Mexico: #22154
Licensed P.E. Texas: #111590
Certified Energy Manager: #17957

ADDRESS
505 South Main Street,
Las Cruces, NM 88001

Mr. Morales, a licensed mechanical engineer since 2012, has a 12+ of experience in mechanical and plumbing system designs. As company principal, Mr. Morales coordinated and oversees the design for MEP projects including plans, specifications, cost estimates and reports. He provides significant design expertise in mechanical and plumbing systems for commercial, institutional, and industrial facilities as well as coordination for utilities installations. In addition, as a Certified Energy Manager.

RELEVANT PROJECT EXPERIENCE:
- Anthony Fire Station Mobile, Anthony, NM
- DAC Anthony Fire Station, Anthony, NM
- Santa Teresa Emergency Station, Anthony, NM
- Dona Ana Fire Station, Dona Ana, NM
- East Mesa Fire Station, Las Cruces, NM
- Fire Station #5 Dormitory add, Las Cruces, NM
- Dona Ana Fire Station # 12, Las Cruces, NM
- Radium Spring Fire Station, Las Cruces, NM
- Rincon Fire Department Ph I, Las Cruces, NM

Raxis Engineering expertise consists of proving Medium to Heavy Commercial electrical, mechanical, plumbing and control system for the build environment that are reliable, efficient, and tailored to the project's criteria and to the client's future needs. Effectively develops cost-effective solutions with the use of new technologies and customized engineering tools that meets the client's needs and budget. We offer the highest quality excellence in the design and delivery of our engineering service for superior construction and client satisfaction.

LANDSCAPE ARCHITECT

CONSENSUS PLANNING
KEN ROMIG, PLA, ASLA,
Sites AP – Associate

EDUCATION

Master of Community and Regional Planning, University of New Mexico

BA in Philosophy and Studio Art from Beloit College

REGISTRATIONS

Landscape Architect in New Mexico (#337), Texas (#3213), and Arizona (#75521), and Utah (#5301)

ADDRESS

505 South Main Street,
Las Cruces, NM 88001

Ken Romig is an accomplished Landscape Architect with over 25 years of experience envisioning and designing great outdoor spaces that are responsive to place, human wellness, and vernacular traditions. He has been involved in the overall site and landscape design process for schools, parks, institutional campuses, national laboratories, health care environments, streetscapes, and multi-family housing projects. He employs his design skills to create environments that respect the desert southwest, satisfy the human need for quiet or fun, and meet clients' budget requirements.

RELEVANT PROJECT EXPERIENCE:

Alameda Drain Trail Master Plan and Phases I-III Implementation; Bernalillo County Regional Recreation Complex; and school facility projects for the Gallup/McKinley School District - Chief Manuelito and Gallup Middle Schools, Ramah Elementary School and Teacherages, and Miyamura and Thoreau High Schools; New Mexico State University - Undergraduate Learning Center, New Mexico Department of Agriculture Laboratory, and Montezuma-Cortez High School.

Consensus Planning have extensive experience in landscape design, site planning, parks and recreation planning, educational and municipal campuses, commercial and retail developments, residential communities, streetscape design, and project theming. Their goals is to create landscapes that meet the physical, social, and emotional needs of the community, while balancing issues of environmental sustainability and resiliency.

Specialized Consultants
Acoustical, Environmental, LEED, and Historic Preservation subconsultants will be hired on a project basis.

LOCATION OF **OFFICE**

Our office is located :

101 Maguey Ct, Suite 2
Sunland Park, NM 88063

Our team will be performing 100% of the design work from this office.

PROFESSIONAL RESPONSIBLE FOR **AND IN DIRECT CHARGE OF THE WORK**

NINE DEGREES Architecture + Design, Inc., will be the PRIME architect for this project. The professional responsible for and in direct charge of the work will be as follows:

NAME	Cesar Molina, AIA, LEED, AP, CNU-A
ADDRESS	101 Maguey Ct, Suite 2, Sunland Park, NM
PHONE #	915-526-8739
LICENSE #	004224

PREVIOUS WORK
REFERENCES

SENMC- Library Family Study Room
Carlsbad, NM

Owner
Southeast New Mexico College

Reference/Owner Representative
Gary Martinez,
Project Manager
gmartinez1@senmc.edu

Project Type
Renovation

Final Cost
Probable cost- $241,375.31
$219,432.10

Project Size
578 sq. ft.

Key Staff Members
Cesar Molina, AIA, LEED AP BD+C
Michael Bluth, AIA, NCARB
Aney Lara

Design Start Date
November 2023

Design Completion Date
February 2024

Construction Start Date
June 2024

Construction End Date
February 2025

Services Provided
Full Architectural Services

The Family Room Library Renovation is a contemporary redesign project to transform a 400-square-foot space into a vibrant gathering area for children and parents. The interior renovation focuses on creating a modern, functional space equipped with updated amenities to allow parents to study and supervise their children. A lactation room will be added to give mothers the privacy to feed their babies. Additionally, upgrades will be made to the existing restroom. This project focuses on enhancing functionality and aesthetics by integrating modern features with a focus on family engagement.

COSP Guitar Building- MVD Tenant Improvements

Sunland Park, NM

Owner
City of Sunland Park

Reference/Owner Representative
Mario Juarez-Infante,
City Manager
575-589-7565
mario.juarez-infante@sunlandpark-nm.gov

Project Type
Renovation

Final Cost
$693,364.59

Project Size
3,225 sq. ft.

Key Staff Members
Cesar Molina, AIA, LEED AP BD+C
Michael Bluth, AIA, NCARB
Vianey Laredo
Aney Lara
Andrea Silva

Design Start Date
February 2024

Design Completion Date
July 2024

Construction Start Date
July 2024

Construction End Date
July 2025

Services Provided
Full Architectural Services

NINE DEGREES Architecture + Design, Inc., was responsible for the modifications to the existing Guitar Building located along McNutt Road. The renovations involved the addition of seven new workstations, a designated testing area, a welcoming lobby, a reception area, three single-occupant restrooms, a spacious breakroom, and a dedicated staff restroom. The improvements aimed to enhance the functionality and comfort of the building for both employees and visitors.

Fort Bayard Medical Center Lounge areas

Santa Clara, NM

Owner
New Mexico Facilities Management Division

Reference/Owner Representative
JoeAdam Gallegos
Project Manager
(505) 690-47444
JoeAdam.Gallegos@gsd.nm.gov

Project Type
Renovation

Final Cost
$702,473.89

Project Size
560 sq. ft.

Key Staff Members
Cesar Molina, AIA, LEED AP BD+C
Michael Bluth, AIA, NCARB
Vianey Laredo

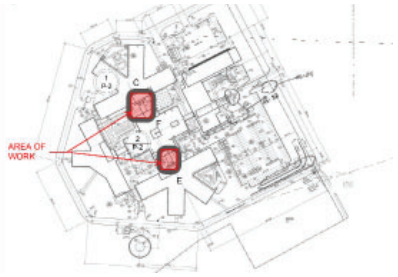
Design Start Date
October 2022

Design Completion Date
April 2023

Construction Start Date
February 2024

Construction End Date
October 2024

Services Provided
Full Architectural Services



A lounge space of approximately 560 square feet was seamlessly integrated into the east end of the building's central corridor to increase the patient space and maintain the hallway clear for pedestrian traffic.

A new wall and door was introduced to the corridor linking Building F and Building C to provide behavioral health patients with a space to walk in natural light while maintaining essential security measures from other buildings. The new wall, positioned at the south end of the corridor, incorporates card readers on both sides of the door, ensuring the preservation of all current security and egress components in an active state.

ATTACHMENT A

CITY OF LAS CRUCES

Term Contract for Architectural and Engineering Services
Contract Number 25-26-004

Project Order	Number (#)	**Architect/Engineer:**	
Fee Proposal		**A/E's project manager:**	
Date Requested:			*(to be completed by A/E)*
Notice to Proceed:		**Project Manager e-mail:**	
Date Issued:			*(to be completed by A/E)*

Project Order Title:
Insert title here
Physical address / location here, if applicable

This Project Order, Number (Enter Number), is issued pursuant to the Agreement Between Owner and Architect, dated (Contract Date), between the City of Las Cruces and Nine Degrees Architecture + Design, Inc., incorporated herein by reference.

Scope of Work:
The scope of work for which Architect's Services are to be performed under this Project Order is generally described as:

-

A/E personnel and sub-consultants:
The A/E staffs the project orders as generally identified by function and/or discipline in the proposal and as specifically listed herein to work on this Project Order. *(to be completed by A/E)*

Schedule:
Number of calendar days required to provide Architect's Basic Services through the completion of construction documents: _____
(to be completed by A/E)

Compensation:
The A/E shall perform all architectural and engineering services required for the completion of this Project Order's scope of work for the basic compensation computed as follows:

For the services as described in the (Scope of Work above, attached document, etc.) _____ ($ _____)
(to be completed by A/E)

For services from the delivery of construction and bid documents to the completion of construction contract administration, a lump sum of _____ ($ _____)
(to be completed by A/E)

or, based on the hourly rates listed in the fee proposal,

a fixed not-to-exceed amount of _____ ($ _____)
(to be completed by A/E)

The basic compensation proposed above shall be subject to negotiation and revision. Any such revision made by the Owner shall be agreed to by the A/E prior to this Proposal Request becoming a Notice to Proceed.

Fee proposal revisions:

Proposed Fee ($)	Revised Fee ($)	Revised by Owner *(date)*	Accepted by A/E *(date)*

Project Order Proposal Submitted By:

Architect/Engineer

By: _____
(signature) *(date)*

Name: _____

Title: _____

Project Order Proposal Accepted By:

Owner

By: _____
(signature) *(date)*

Name: _____

Title: _____

Attachments:

1.
2.
3.

EXHIBIT "O"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of February 2026 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and NV5 Consultants Inc., of 6501 Americas Parkway NE, Suite 400, Albuquerque, New Mexico, 87110, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
On-call Architectural and Engineering services on an as-needed basis via Project Order (Attachment A) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 25-26-004, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

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

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as outlined in Exhibit A, at an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project(s) that are required by the CITY and it will serve the CITY diligently and

faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2026 for a term of five years through April 30, 2031, for a term of five (5) years.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY, and as agreed to for each project assigned under the terms of this Agreement.

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

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

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

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

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

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

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

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

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

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

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

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

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

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

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

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Sreedevi Bhathala Mohanraj
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	NV5 Consultants Inc. 6501 Americas Parkway NE, Suite 400 Albuquerque, New Mexico 87110 ATTENTION: Kirsten Mallet

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.

NV5 CONSULTANTS INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

for BD 12/11/2025
City Attorney

EXHIBIT A

A. Project assignment is initiated by the City providing the CONTRACTOR a detailed project description, including scope of work and any other special instructions needed by the CONTRACTOR to provide complete services necessary for carrying out the work presented by the City. The CONTRACTOR shall provide services that may include, but not be limited to, the following:

    1. Pre-Design Services including but not limited to cost estimating, programming, building code reviews, master planning, and feasibility studies
    2. Preliminary and Schematic Design Services
    3. Design Development Services
    4. Construction Documents Services
    5. Design Services may include architectural, civil, structural, mechanical, electrical engineering, plumbing, and landscape architectural services
    6. Construction Contract Procurement (Bidding or Negotiation) Services
    7. Construction Contract Administration Services
    8. Other types of professional services of a nature consistent with the intent of the RFP, i.e. gathering public input, public meetings, Council meetings
    9. Contact authorities having jurisdiction

B. Documents required to be prepared by the CONTRACTOR will vary depending on the scope of work of the individual Project Order; generally, may consist of the following but not limited to:

    1. Pre-Design Services shall consist of a written program, diagrams and drawings containing design objectives, space requirements, space relationships, flexibility and expandability, site and landscaping requirements, and construction cost estimates.
    2. Preliminary and Schematic Design documentation shall consist of conceptual site and building plans, study models, perspective sketches, electronic modeling, or combinations of these media; and construction cost estimates.
    3. Design Development and Construction Documents Services consist of specifications, drawings, and bid documents.
    4. Construction Contract Administration documentation shall consist of copies of field reports, shop drawings, progress photographs, and drawings of record.
    5. Documents prepared by the CONTRACTOR for use by the City shall be delivered in electronic format in an application acceptable to the City; typically, MSWord, Excel, Building Information Modeling (BIM), and Autocad (latest version). Documents specifically for use in bidding the

work of a Project Order shall be delivered to the City in an acceptable Americans with Disabilities Act (ADA) format.

C. The CONTRACTOR shall also be able to provide the services of specific sub-consultants, including but not limited to the following:

1. Landscape Architect
2. Interior Designer
3. Professional Engineers (Civil, Structural, Electrical, Mechanical)
4. Specialized Consultants (e.g. Architectural Programming, Acoustics, Environmental Assessments, LEED certification, Historic Building Preservation / State Historic Preservation Office [SHPO])

City of Las Cruces
Procurement
-, -
700 N. Main Street, Las Cruces, NM 88001

[NV5 CONSULTANTS INC.] RESPONSE DOCUMENT REPORT

RFP No. 25-26-004

Architectural & Engineering Services

RESPONSE DEADLINE: September 9, 2025 at 4:00 pm

Report Generated: Thursday, November 20, 2025

NV5 Consultants Inc. Response

CONTACT INFORMATION

Company:
NV5 Consultants Inc.

Email:
kirsten.mallet@nv5.com

Contact:
Kirsten Mallet

Address:
6501 Americas Parkway, Ste 400
Albuquerque, NM 87110

Phone:
N/A

Website:
www.nv5.com

Submission Date:
Sep 9, 2025 3:22 PM (Mountain Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 21, 2025 11:25 PM by Kirsten Mallet

Addendum #2
Confirmed Aug 21, 2025 11:25 PM by Kirsten Mallet

Addendum #3
Confirmed Sep 5, 2025 6:10 PM by Kirsten Mallet

QUESTIONNAIRE

1. RFP Compliance Declaration*

In compliance with the requirements of this RFP, I offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

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

Confirmed

2. NM Tax & Revenue Dept. CRS

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

03-32665400-9

3. Current NM Secretary of State Business ID

Corporations Only

5078660

4. Current CLC Business Registration

Respondents located in Las Cruces only

License 27586-25

5. Federal I.D. Number *

41-1787792

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

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

Proposed Technical Approach, Major Task and Detailed Statement of Services

NV5's approach to project execution is comprehensive and focused on creating the best workflow to accomplish the work. Each project will be completed to meet the Owner's programmatic needs and scheduling requirements. Our goal is reliable delivery of the scope within the agreed budget and schedule. Although the list of deliverables in the following charts may be extensive for each of the task order milestones, we have only listed key, common deliverables.

Pre-Design Phase and Programming:

Key meetings with stakeholders are scheduled and site information is gathered. NV5 and its team documents site-specific information about existing conditions and desired adjacencies, constraints, expectations, and goals for the project. Spatial requirements, hierarchy, and adjacencies are defined including overall square footage resulting in a preliminary construction cost estimate. Specialized mechanical and electrical needs are identified and documented along with security and audio-visual equipment requirements. Life cycle costs and building systems are analyzed to more effectively implement an efficient building design. The design team's work is broken down into manageable packages for individual disciplines, and project expectations are communicated through a kick-off meeting.

Key Deliverables

Owner's project requirements
Establish communications pathways
Work breakdown structure

Schedule
Programming documents
Order of magnitude construction cost estimate

Process
Review/negotiate scope of work
Obtain notice to proceed
Define scope of work and design schedule
Kick off meeting
Programming meetings with Stakeholders
Geotechnical reports

Preliminary and Schematic Design Phase:
Site analysis drives the initial technical approach, and integration of site specific characteristics with components of the building program most often poses the greatest difficulty in early design. Soil conditions, storm drainage, topographical conditions, utility locations, building orientation, site access and traffic all provide critical information for concept design. Alternative design solutions may be required at this phase in order for the schematic design to conform to the Owner's budgetary needs. NV5 uses a look-ahead schedule to ensure that team members are performing their action items at the right time and in the right sequence adding value and reducing wasted effort.

Key Deliverables
Schematic floor plan
Schematic site plan
Cost estimate
Rendering

Process
Develop floor plan and site plan
Collaborative Design Process session
Verify code requirements
Preliminary equipment selections

Clarify site challenges and opportunities
Develop look-ahead schedule

Design Development Phase:

Architectural floor plans are finalized for use by engineering disciplines. Calculations are performed to select equipment. Weekly team meetings are held to coordinate building system integration between disciplines. Additional options or alternative design solutions are revisited and compared with available funding so that the project remains within budget. If necessary, alternates are identified for bidding.

Key Deliverables

Floor plan from all disciplines
Site and drainage plans
Preliminary specifications
Cost estimate

Process

Perform calculations
Equipment layout
Develop building sections
Final back-check of all owner goals
Drainage analysis and design
QA/QC

Construction Documents Phase:

During this stage, the design development documents are further detailed, continuing with the project goals in mind. All elements of the design are finalized as the team prepares the construction documents for bidding/procurement.

Key Deliverables

Final floor plan
Final site and drainage plans
Final specifications

Cost estimate
Procurement documents

Process

Plan procurement strategy
Finalize calculations
Final equipment selections
Prepare for permitting
Meetings
QA/QC

Construction Contract Procurement, Bidding and Construction Administration Support: (if contracted)

The following tasks are typically part of this stage: bid support, submittal review, RFI review, pay application review, and project record drawings. Most importantly, safeguarding the owner's needs through construction is the highest responsibility of the NV5 design team especially as construction moves toward substantial completion.

Key Deliverables

Recommendation of Award
Notice to Proceed
Substantial Completion Certificate
Final completion certificate
Record drawings

Process

Execute procurement strategy
Submittal review
RFI responses
Supplemental Instructions
Inspections

Record Drawings and Closeout:

NV5 typically completes the project Record Drawings during this phase, performs an 11-Month Warranty walk-through, and closes out

the project. If any systems are not performing to project specifications due to inherent flaws of manufacture or installation they will be repaired or replaced by the Contractor.

MAJOR TASKS TO BE ACCOMPLISHED*
Included in technical approach

A DETAILED STATEMENT OF SERVICES TO BE PROVIDED UNDER EACH TASK*
Included in technical approach

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

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

Key Personnel

NV5 has assembled a highly qualified team of professionals specifically selected to meet the needs outlined in this RFP. Each team member brings relevant experience and technical expertise aligned with the scope of anticipated services. Selection was based on their proven success in similar projects, local presence, availability to the City, and familiarity with local conditions and requirements.

Time Assigned to Project Per Person

NV5 will assign proper personnel for each task order and the necessary time commitment to complete the defined scope in timely manner.

Matt Humphrey

Cost Estimating
A seasoned professional in the construction industry, Matt excels in project cost estimating and scheduling across diverse sectors. As a former Construction Manager, he brings invaluable skills and insights to support project teams and clients. In his current role, Matt plays a pivotal role in project development, emphasizing constructability, and his expertise shines as he identifies and mitigates potential issues, preventing costly changes and delays in construction. Matt’s strengths include development of accurate and

thorough estimates, organization of cost information for expedient analysis and decision making, and maintenance of project cost certainty throughout projects.

Projects

Perkins Township Fire Department New Fire Station
Colorado Air & Space Port Hangar Office Renovation
Geauga County Courthouse
Geauga County Office Building

Paul W. Browne, AIA, MBA, PMP

Project Manager/Senior Architect

Paul's 30 years of experience includes project management, program management, contracts, planning, programming, design, multidisciplinary and multiphased project coordination, feasibility studies, construction documents, estimating, bidding and procurement, contract negotiation, client contact, facility assessments, tenant improvements, space planning, code review, regulatory compliance, quality assurance, risk management, and client satisfaction. He has worked directly with municipal and federal government clients including the US Army Corps of Engineers, US Postal Service, US Air Force, and the Federal Aviation Administration. Paul's experience includes educational, administrative, commercial, institutional, recreational, and airport facilities throughout the southwest and beyond.

Projects

Bernalillo County Courthouse First Floor Renovation
Pueblo of San Felipe Public Safety and Judicial Complex
Santa Ana Judicial Complex
San Felipe Pueblo Community Building
City of Albuquerque Aviation Department On-Call

Jennifer Cramer, RA, NCARB

Project Architect

Jennifer's architectural design experience includes management of project data and coordination with various disciplines. She excels at detail-oriented development of project programming, planning, construction documents, and construction administration.

Projects

Santa Ana Pueblo Judicial Center

San Felipe Pueblo Recreation Center
San Felipe Pueblo Community Building
State of New Mexico Department of Game & Fish W.S. Huey Wildlife Management Area

Jon Pena, PE | Kimley - horn

Civil Engineer

Jon has 24 years of design experience specializing in roadway, utility, grading, and drainage for municipal, educational, commercial, recreation, and residential developments. Jon has served as a site civil designer for recreational facilities at military bases throughout the country; school sites within New Mexico and Arizona; federal courthouses in New Mexico and Texas; private commercial developments in New Mexico; and hotels and casino resorts in New Mexico and Arizona. He has also successfully provided project management services for vertical building projects. He maintains extensive experience with alternative delivery projects including DB, Construction Manager at Risk (CMAR), Construction Manager/General Contractor (CMGC), and Progressive DB throughout the Southwest.

Projects

Las Cruces Federal Courthouse Planning
Dona Ana County Customs and Border Patrol Building, Las Cruces Airport
Santa Ana Judicial Complex
Pueblo of Laguna, Paraje Fire Station

Jacky Lin, PE | Kimley - horn

Civil Engineer

Jacky brings 19 years of dedicated experience designing roadway, utility, and grading and drainage for site development projects, residential and recreational facilities, school sites, fire stations, and multipurpose buildings. His extensive experience serving projects across the Southwest and US includes alternative delivery projects and residential and recreational infrastructure design for military bases. Jacky has successfully delivered many site development and military base infrastructure upgrades, as well as privatization of military housing projects across New Mexico, California, Mississippi, and Louisiana.

Projects

State of New Mexico Dept of Game and Fish Ladd S. Gordon Water Fowl Building
Santa Ana Judicial Complex

Pueblo of Laguna, Paraje Fire Station
El Camino Real Museum Building Assessment New Mexico Department of Cultural Affairs

Chris Keelor, PE, SE

Structural Engineer
Chris is the Building Structures Group Leader, overseeing concrete and steel building projects. With 24 years of experience, he has worked on hundreds of projects throughout the country. Chris frequently serves as a peer reviewer for complex structural projects and is a published author of professional journal articles. Chris writes questions for the Civil Engineering Examination as a member of the Structural Subcommittee for the National Council of Examiners for Engineering and Surveying (NCEES) and has served as a subject matter expert for various materials.

Projects

NC State University, Scott Hall Sterilization Core Renovation
NC State University, Center for Technology and Innovation
NC State University Keystone Centennial Science Center

Pamela Salazar-Lentini, PE, CBCP

Mechanical Engineer (Principal Member/Officer)
Pam is a senior project engineer/project manager and a Certified Building Commissioning Professional. She has experience designing plumbing, piping, fire protection systems, and heat, ventilation, and air conditioning systems for new and remodeled buildings. Pam prepares computer modeling to estimate annual energy consumption and evaluates energy conservation measures. She performs facility evaluations and programs and site utility design, including central plants, steam distribution systems, and chilled water systems.

Projects

City of Albuquerque Building HVAC Energy Assessment
Pueblo of San Felipe Public Safety and Judicial Complex
San Felipe Pueblo Community Building
Bernalillo County Courthouse (BCCH) Renovation

Phillip Sitges, PE, LEED AP BD+C

Electrical Engineer
Phillip has 18 years of experience in building construction and design of electrical, power generation, and transmission systems. His

facility experience includes a variety of healthcare, industrial, residential, commercial, educational, and military projects.

Projects

San Felipe Pueblo Community Building
San Felipe Pueblo New Library
Bernalillo County Courthouse (BCCH) Renovation
State of New Mexico Dept of Game and Fish Ladd S. Gordon Water Fowl Building

Mike Smyth, RLA, ASLA

Senior Landscape Architect

Mike has decades of experience working on a diverse mix of public and private projects throughout the western United States. Mike manages NV5's Landscape Architecture Studio which functions as a service center for the company's western offices. His public experience includes parks and recreation facilities of all sizes, transportation infrastructure, utility infrastructure projects, and development services. Mike is very experienced at building strong client relationships, managing project teams, working with regulatory agencies and stakeholders, and collaborating with allied disciplines.

Projects

Logan Park and Recreation Complex
Akela Flats Truck Stop and Dog Park
Henry Lynch Road and Roundabout Improvements
Phoenix Sky Harbor Airport 24th Street And 44th Street Parking Lot Solar Canopies

Jon Champlin, RLA, ASLA

Landscape Architect

Jon has fifteen years of experience in landscape architecture and project management. He has worked on a variety of public parks and trails, commercial and mixed-use developments, destination resort/hospitality, urban design projects, stormwater design, and transportation projects. His excellent client relation skills, strong ability to effectively manage deadlines, experience working in all phases of the design process, and consistent delivery of quality work have made him a reliable, go-to person for key projects. Jon's collaborative approach to complex problems regularly leads to creative design solutions, enriching the user experience for the client once the project is complete.

Projects

Logan Park and Recreation Complex

Black Mesa View Sports Park and Library
Henry Lynch Road and Roundabout Improvements
Phoenix Sky Harbor Airport 24th Street And 44th Street Parking Lot Solar Canopies

Specialized Services

NV5 understands that each task order will have different requirements and perhaps have a need for the following services. The following, and more, can be provided by NV5 personnel, with no sub-consultant needed.

Dave Ray

Sustainability

David Ray is a seasoned sustainability professional with over 15 years of experience driving environmental, social, and governance (ESG) initiatives across diverse sectors. As a trusted advisor and strategist, he specializes in developing and implementing ESG programs, conducting sustainability audits, and guiding organizations through green building certifications. Dave has led successful consulting practices, including GRNVision, where he delivered high-performance sustainability solutions and secured over $5 million in client incentives. His leadership has supported major projects such as LEED and Green Globes certifications for large-scale facilities, including convention centers and airports.

Projects

City of Henderson LEED for Cities GAP Analysis Study
Mesquite Branch Library LEED Certification
Las Vegas Municipal Courthouse LEED Certification
Las Vegas Convention & Visitors Authority Sustainability Inventory and Framework Plan

Kevin Hall

Environmental - Senior Project Scientist

Mr. Hall has over 21 years of regional experience in the environmental industry in Southern California and New Mexico. He manages environmental projects that include project scoping, field planning, operations, and client communications, while collaborating with project managers and subcontractors. Mr. Hall has extensive experience in scoping and coordinating initial asbestos surveys.

Projects

Eastern New Mexico, Drinking Water Well Field Investigation
Northern New Mexico Airport Limited Phase II Investigation

Former Plating Facility, Phase II ESA with PFAS and Metals
Mammoth Yosemite Airport Limited Phase II

Byron Schneid, RG

Environmental - Senior Reviewer

Mr. Schneid has 33 years of environmental experience including management of projects for Federal, State, County, Municipal and Native American agencies; and industrial, commercial and private clients since 1994. He also has over 30 years of field experience performing geologic and geotechnical surveys; soil, groundwater, and soil vapor sampling; in-situ chemical oxidation; UST system excavations; and the installation, operation and maintenance, and decommissioning of remediation equipment.

Projects

Yuma County Sheriff's Office LUST Site Characterization and Remediation
Former Forked Lightning Skeet Shooting Range Preliminary Assessment/Site Investigation (PA/SI)
WAPA Mesa Substation Remediation of VRP Facility

Matthew McDaniel

Historic Preservation

Matt has extensive nationwide experience planning for the consideration of historic properties within the context of major transportation, civil engineering, and public works projects. Over the course of his 20-year career, Matt has evaluated thousands of historic resources for National Register of Historic Places eligibility, including various residential, commercial, and industrial buildings, bridges, railroads, roadways, cemeteries, military sites, industrial complexes, institutional campuses, and public works plants. He is a recognized expert on the application of Section 106 of the National Historic Preservation Act to major highway, transit, and public works projects, and routinely coordinates cultural resources issues with project planners and within the framework of the National Environmental Policy Act (NEPA). He has also routinely conducted in-depth historical and archival research and provided grant writing and community outreach services.

Projects

US Custom Houses National Historic Landmarks Studies and Nominations
NCDOT, Historic Architectural and Landscape Analysis LSA
GDOT, Statewide Historic Rail Resources Context Study

James Cottrell, INCE BD. CERT.

Senior Acoustical Consultant

James is an acoustics expert in speech intelligibility for learning and communicating. His Master's thesis in Classroom Acoustics, Comparing Performance of Classrooms with Similar Reverberance Times, was foundational to subsequently applying his craft to corporate, academic research, and sports & recreation facilities. Combining academic research and applied principles with his remarkable set of ears, James deftly blends art and science to transform auditoria, atria and classrooms into pleasing acoustical environments.

Projects

Bernalillo County Paradise Hills Community Center
City of Eloy New City Hall
City of Celina Government Center and Library
City of Cedar Hill Public Library

Other Services

NV5 can provide the following additional services if needed:
Audiovisual Systems Design
Bridge & Structures
Central Utilities
Clean Energy
Code Consulting
Commissioning
Fire Protection
Geospatial
Intelligent Buildings Systems Consulting
IT/Information & Communication Technology Systems Design
Lighting Design
Owner's Representation
Security & Surveillance Systems Design
Surveying
Scan-to-BIM
Water Resources

PRINCIPAL MEMBER/OFFICER OF THE FIRM RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT*
Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.

Principal Member/Officer

Pamela Salazar-Lentini, PE
Director of Facilities / Sr. Mechanical Engineer
Direct: 505.830.8752 |Email: Pam.Lentini@NV5.com

Address

6501 Americas Parkway, Suite 400
Albuquerque, NM 87110

Subcontractors

Kimley-Horn
Kimley-Horn is one of the nation's premier planning and design consulting firms. With 9,000+ staff members in more than 140 offices across the U.S., we offer full services in a wide range of disciplines. Clients know us for the creativity of our solutions and the sense of urgency we bring to each and every project. We take a clients'-eye view of our work, planning and designing to accomplish the client's goals in the most effective manner.

Address

6565 Americas Parkway, Suite 200
Albuquerque, NM 87110

Area of Responsibility

Civil Engineering

Relevant Experience

Standard Specifications Update for Road Construction
Las Cruces Dam EAP Evaluation
Las Cruces ADA Transition Plan Phase 1
University Avenue (I-10 to I-25) Cross-Section Reallocation

Lohman Street Signal Retiming Phase 1 and Phase 2
Safe Streets and Roads for All (SS4A) Grant Application
Fiber Support for Network Architecture
Third-Party Traffic Impact Analysis Review
High-Mast Lighting
Missouri Street and Triviz Street Retiming
North Main Street Retiming / University Avenue Retiming

LOCATION(S) OF OFFICE(S) *
Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

Location of Offices

Our Albuquerque office will lead the delivery of the proposed services, with strategic support from our Las Cruces office. By leveraging the proximity and capabilities of our Las Cruces team, we can promptly address any on-site requirements, ensuring responsive and efficient service. All work will be managed and completed within New Mexico by NV5's local offices. As part of NV5, we also have access to a nationwide network of over 5,000 architectural and engineering professionals, allowing us to scale resources as needed to meet the City's project requirements.

Albuquerque Address
6501 Americas Parkway, Suite 400
Albuquerque, NM 87110

Las Cruces Address
277 East Amador
Las Cruces, NM 88001

PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK *
Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.

Paul Browne, AIA, will serve as the Project Manager and Lead Architect for this contract. As the primary point of contact, Paul will oversee project progress, manage the budget, and ensure that key milestones are achieved. In his role as Lead Architect, he will guide the project team and work collaboratively with the City to develop programmatic requirements for all projects covered under this agreement. Paul is based in NV5's Albuquerque office, located at: 6501 Americas Parkway, Suite 400 Albuquerque, NM 87110. He is a registered architect in the State of New Mexico (License No. 004260).

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

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

Evaluation_Criteria_No._3.pdf

PRICE TABLES

COST MATRIX ONE

Delivered Services

Line Item	Description	Fee	Percentage
1	Services up to and including the completion of Design Development; including the delivery of Design Development documents.	Not to exceed % of the estimated cost of construction	2.5%
2	Services from the completion of Design Development up to and including the completion of construction documents; including the delivery of specifications, drawings and bid documents.	Not to exceed % of the estimated cost of construction	7%

Line Item	Description	Fee	Percentage
3	Services from the delivery of construction and bid documents up to and including the completion of construction contract administration; including the delivery of contract closeout documents.	Not to exceed % of the estimated cost of construction	2.5%

COST MATRIX TWO

Project Assignment

Line Item	Description	Unit of Measure	Unit Cost
1	Principal-In-Charge	Hourly Rate	$240.00
2	Project Architect / Project Engineer	Hourly Rate	$168.00
3	Architect	Hourly Rate	$152.00
4	Engineer (Structural, Mechanical, Electrical, Civil)	Hourly Rate	$182.00
5	Landscape Architect	Hourly Rate	$171.00
6	Interior Designer	Hourly Rate	$152.00
7	Cost Estimator	Hourly Rate	$170.00
8	Drafter	Hourly Rate	$110.00
9	Specification Writer	Hourly Rate	$98.00
10	Administration / Clerical	Hourly Rate	$80.00

COST MATRIX TWO CONT.

Project Assignment - Please list the position title and hourly rate for any other staff positions that are not included in the previous table.

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
1	Other (List)	Hourly Rate	Sustainablility / LEED Manager	$215.00
2	Other (List)	Hourly Rate	Environmental	$117.00
3	Other (List)	Hourly Rate	Historic Preservation	$78.00
4	Other (List)	Hourly Rate	Acoustical Designer	$190.00
5	Other (List)	Hourly Rate		$0.00
6	Other (List)	Hourly Rate		$0.00
7	Other (List)	Hourly Rate		$0.00
8	Other (List)	Hourly Rate		$0.00
9	Other (List)	Hourly Rate		$0.00
10	Other (List)	Hourly Rate		$0.00

Evaluation Criteria No. 3 (Performance of Firm)

SIMILAR CONTRACTS

NV5 has a long-standing history of successfully delivering on-call contracts throughout New Mexico. The examples provided below highlight projects with scopes similar to those outlined in this RFP, demonstrating our team's ability to meet diverse municipal needs with efficiency and expertise.

City of Albuquerque On-Call

NV5 provided engineering and consulting services for a series of facility improvement projects across multiple City of Albuquerque buildings. The scope of work included energy assessments, structural analysis, lighting upgrades, and boiler system improvements. On-Call projects included:

- City/County Building HVAC Energy Assessment
- Albuquerque Records Center
- Plaza del Sol Lighting Upgrade
- City/County Boiler Study and Replacement

Reference: Stacy Hererra, Project Manager, 505.768.2768

Bernalillo County On-Call

NV5 provided architectural and engineering services for multiple Bernalillo County facilities, focusing on space planning, infrastructure assessments, and renovation design. The projects included:

- Bernalillo County Courthouse Renovation
- Bernalillo County 2nd Floor Courthouse Renovation
- Fire Station 30 Utility Assessment Plan

Reference: Lisa Manwill, Facilities Construction Program Manager, 505.848.1512

Kirtland Air Force Base IDIQ (On-Call), Albuquerque, NM

NV5 provided architectural and engineering services under an Indefinite Delivery/Indefinite Quantity (IDIQ) contract for various renovation, infrastructure, and assessment projects at Kirtland Air Force Base. The scope included programming, design, and studies to improve functionality, compliance, and efficiency across multiple facilities. On-call projects included:

- Design/Renovate Building 20220
- Design Repair Pad 2, Pad 3
- Design Renovate Island A, Hangar 1002
- Repair HVAC PMEL Building 325
- Repair HVAC Manzano Plant One, Building 37000
- Study 58 SOW Facility Infrastructure and Space Utilization

Reference: Jason Underwood, KAFB Staff Civil Engineer, 505.846.7867

OTHER ON-CALL CONTRACTS

- City of Albuquerque, Aviation Department - Architectural and Engineering Services
- Albuquerque Public Schools
- State of New Mexico - Commissioning Services
- CES

ATTACHMENT A

CITY OF LAS CRUCES

Term Contract for Architectural and Engineering Services
Contract Number 25-26-004

Project Order	Number (#)	**Architect/Engineer:**	
Fee Proposal		**A/E's project manager:**	
Date Requested:			*(to be completed by A/E)*
Notice to Proceed:		**Project Manager e-mail:**	
Date Issued:			*(to be completed by A/E)*

Project Order Title:
Insert title here
Physical address / location here, if applicable

This Project Order, Number (Enter Number), is issued pursuant to the Agreement Between Owner and Architect, dated (Contract Date), between the City of Las Cruces and NV5 Consultants Inc., incorporated herein by reference.

Scope of Work:
The scope of work for which Architect's Services are to be performed under this Project Order is generally described as:

-

A/E personnel and sub-consultants:
The A/E staffs the project orders as generally identified by function and/or discipline in the proposal and as specifically listed herein to work on this Project Order. *(to be completed by A/E)*

Schedule:
Number of calendar days required to provide Architect's Basic Services through the completion of construction documents: _____
(to be completed by A/E)

Compensation:
The A/E shall perform all architectural and engineering services required for the completion of this Project Order's scope of work for the basic compensation computed as follows:

For the services as described in the (Scope of Work above, attached document, etc.) _____ ($ _____)
(to be completed by A/E)

For services from the delivery of construction and bid documents to the completion of construction contract administration, a lump sum of _____ ($ _____)
(to be completed by A/E)

or, based on the hourly rates listed in the fee proposal,

a fixed not-to-exceed amount of _____ ($ _____)
(to be completed by A/E)

The basic compensation proposed above shall be subject to negotiation and revision. Any such revision made by the Owner shall be agreed to by the A/E prior to this Proposal Request becoming a Notice to Proceed.

Fee proposal revisions:

Proposed Fee ($)	Revised Fee ($)	Revised by Owner *(date)*	Accepted by A/E *(date)*

Project Order Proposal Submitted By:

Architect/Engineer

By: _____
(signature) *(date)*

Name: _____

Title: _____

Project Order Proposal Accepted By:

Owner

By: _____
(signature) *(date)*

Name: _____

Title: _____

Attachments:

1.
2.
3.

EXHIBIT "P"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of February 2026 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Parkhill, Smith, & Cooper, Inc., of 4222 85th Street, Lubbock, Texas, 79423, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION

On-call Architectural and Engineering services on an as-needed basis via Project Order (Attachment A) during the term of this AGREEMENT.

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 25-26-004, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

3. APPROPRIATIONS

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

4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as outlined in Exhibit A, at an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

5. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of project(s) that are required by the CITY and it will serve the CITY diligently and

faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2026 for a term of five years through April 30, 2031, for a term of five (5) years.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY, and as agreed to for each project assigned under the terms of this Agreement.

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

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

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

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

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

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

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

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

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

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

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

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

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

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

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

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Sreedevi Bhathala Mohanraj
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Parkhill, Smith, & Cooper Inc. 4222 85th Street Lubbock, Texas 79423 ATTENTION: Jessica McBain

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.

PARKHILL, SMITH, & COOPER INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

for BB 12/11/2025
City Attorney

EXHIBIT A

A. Project assignment is initiated by the City providing the CONTRACTOR a detailed project description, including scope of work and any other special instructions needed by the CONTRACTOR to provide complete services necessary for carrying out the work presented by the City. The CONTRACTOR shall provide services that may include, but not be limited to, the following:

    1. Pre-Design Services including but not limited to cost estimating, programming, building code reviews, master planning, and feasibility studies
    2. Preliminary and Schematic Design Services
    3. Design Development Services
    4. Construction Documents Services
    5. Design Services may include architectural, civil, structural, mechanical, electrical engineering, plumbing, and landscape architectural services
    6. Construction Contract Procurement (Bidding or Negotiation) Services
    7. Construction Contract Administration Services
    8. Other types of professional services of a nature consistent with the intent of the RFP, i.e. gathering public input, public meetings, Council meetings
    9. Contact authorities having jurisdiction

B. Documents required to be prepared by the CONTRACTOR will vary depending on the scope of work of the individual Project Order; generally, may consist of the following but not limited to:

    1. Pre-Design Services shall consist of a written program, diagrams and drawings containing design objectives, space requirements, space relationships, flexibility and expandability, site and landscaping requirements, and construction cost estimates.
    2. Preliminary and Schematic Design documentation shall consist of conceptual site and building plans, study models, perspective sketches, electronic modeling, or combinations of these media; and construction cost estimates.
    3. Design Development and Construction Documents Services consist of specifications, drawings, and bid documents.
    4. Construction Contract Administration documentation shall consist of copies of field reports, shop drawings, progress photographs, and drawings of record.
    5. Documents prepared by the CONTRACTOR for use by the City shall be delivered in electronic format in an application acceptable to the City; typically, MSWord, Excel, Building Information Modeling (BIM), and Autocad (latest version). Documents specifically for use in bidding the

work of a Project Order shall be delivered to the City in an acceptable Americans with Disabilities Act (ADA) format.

C. The CONTRACTOR shall also be able to provide the services of specific sub-consultants, including but not limited to the following:

1. Landscape Architect
2. Interior Designer
3. Professional Engineers (Civil, Structural, Electrical, Mechanical)
4. Specialized Consultants (e.g. Architectural Programming, Acoustics, Environmental Assessments, LEED certification, Historic Building Preservation / State Historic Preservation Office [SHPO])

City of Las Cruces

Procurement

-, -

700 N. Main Street, Las Cruces, NM 88001

[PARKHILL] RESPONSE DOCUMENT REPORT

RFP No. 25-26-004

Architectural & Engineering Services

RESPONSE DEADLINE: September 9, 2025 at 4:00 pm

Report Generated: Thursday, November 20, 2025

Parkhill Response

CONTACT INFORMATION

Company:
Parkhill

Email:
mkt@parkhill.com

Contact:
Jessica McBain

Address:
4222 85th Street
Lubbock, TX 79423

Phone:
(915) 342-0323

Website:
parkhill.com

Submission Date:
Sep 9, 2025 11:45 AM (Mountain Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Sep 8, 2025 5:00 PM by Alissa Holloway

Addendum #2
Confirmed Sep 8, 2025 5:00 PM by Alissa Holloway

Addendum #3
Confirmed Sep 8, 2025 5:01 PM by Alissa Holloway

QUESTIONNAIRE

1. RFP Compliance Declaration*

In compliance with the requirements of this RFP, I offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

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

Confirmed

2. NM Tax & Revenue Dept. CRS

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

02-000076-00-6

3. Current NM Secretary of State Business ID

Corporations Only

4232450

4. Current CLC Business Registration #

Respondents located in Las Cruces only

N/A

5. Federal I.D. Number *

75-1156936

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

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

At Parkhill, we believe every project begins with a deep understanding of its purpose and context. When it comes to modern municipal facilities, our approach integrates functional design with an emphasis on environmental stewardship and operational efficiency. Extensive research into operational principles provides the foundation for creating facilities that are as practical as they are forward-thinking.

Our methodology transforms ideas into actionable solutions, tested and refined through a proven process. This framework—**Discover, Define, Design, and Deliver**—ensures every step aligns with your vision while creating a facility that serves both today's needs and tomorrow's possibilities.

A. DISCOVER: ESTABLISHING THE VISION AND PRIORITIES.

Today's municipal facilities require multi-functional designs that emphasize operational efficiency and environmental compliance. By leveraging industry research and best practices, we will identify the unique operational needs of your City staff and integrate them with sustainable design strategies.

Our discovery process includes evaluating how the facility can improve processes, accommodate future needs, and serve as a model for sustainable operations. This ensures the new space supports operational goals while promoting environmental stewardship.

The Discover phase lays the groundwork by defining your vision and identifying opportunities to address through the facility design. Modern municipal facilities must prioritize safety, adaptability, and sustainability to ensure long-term success.

B. DEFINE: ESTABLISHING FACILITY AND FUTURE NEEDS.

Our designs aim to foster a culture of efficiency, regulatory compliance, and environmental awareness by addressing both qualitative and quantitative program needs. This phase ensures that your facility supports current operations while addressing programmatic, spatial, and operational needs to effectively accommodate future growth and evolving practices.

AREAS OF FOCUS

- **Operational Efficiency:** Design spaces that streamline processes, optimize workflow, and enhance safety for staff and visitors.
- **Environmental Compliance:** Incorporate systems and spaces to ensure adherence to local, state, and federal regulations.
- **Sustainability:** Emphasize energy-efficient design, renewable materials, and seamless indoor-outdoor integration to highlight nature and sustainability.

Building on these principles, the Define phase evaluates your facility's current state and identifies future needs based on its physical condition, functional adequacy, and capacity. This step also considers projected growth and community development to ensure the design aligns with long-term goals.

C. DESIGN: DEVELOPING STRATEGIES AND RECOMMENDATIONS.

The Design phase translates insights and evaluations into actionable strategies. This step focuses on creating spaces that align with your operational goals while fostering environmental responsibility and regulatory compliance.

IMPORTANT DESIGN FACTORS FOR MUNICIPAL FACILITIES:

- **Safety and Accessibility:** Emphasizing safe designs, we will create spaces that prioritize operational safety and easy access for staff, contractors, and visitors.

- Architectural Character and Aesthetics: New facility designs will align with the character of existing buildings and the City's vision, creating a cohesive look that complements the community's identity.
- Staff Support Spaces: Plan workspaces, break areas, and administrative offices that foster staff productivity and satisfaction.
- Technology Integration: Incorporate advanced technologies, such as energy management systems, access controls, and building automation.
- Operational Efficiency: Input from staff will shape designs to ensure functionality and long-term usability. Centralized storage, flexible workspaces, and advanced technology infrastructure will optimize operations and adaptability.

Building on these foundational factors, the Design phase synthesizes findings from the Discover and Define phases to develop tailored strategies and facility recommendations.

D. DELIVER: BRINGING THE DESIGN TO LIFE.

The final phase is where vision becomes reality. From detailed construction documentation to on-site coordination, we oversee every aspect of the building process. Regular quality checks, contractor collaboration, and proactive problem-solving ensure the project stays true to its design intent.

From groundbreaking to ribbon cutting, Parkhill is dedicated to delivering a facility that enhances your operations and reflects your values. Together, we'll create a space that is efficient, sustainable, and a vital part of your community's infrastructure.

MAJOR TASKS TO BE ACCOMPLISHED*

A. DISCOVER

- Kickoff Meeting: Establish communication strategies, review the workplan, and define design goals.
- Data Collection: Gather comprehensive base data, including staffing levels, operational workflows, and regulatory requirements.
- Facility Tours: Tour existing facilities with staff to assess current conditions and functionality.
- Ongoing Coordination: Host monthly meetings with staff to review progress and inform decision-making.

- Visioning Workshop: Facilitate sessions with leadership and advisory committees to refine aspirations and priorities.

This structured phase ensures that your vision is not only captured but also integrated into every aspect of the planning process. By combining operational insights with sustainable principles, we lay a strong foundation for the next steps, ensuring a design that serves both immediate needs and long-term aspirations.

B. DEFINE

- Staffing Projections: Develop a 10-year staffing forecast using historical data, peer benchmarks, and leadership insights.
- Space Utilization: Review and document current usage patterns, visualizing them with detailed overlays.
- Capacity and Functionality: Assess workspaces and operational areas to ensure they meet current and future requirements for size, location, and adjacencies.
- Department Interviews: Conduct detailed interviews with departmental representatives to refine space and functionality needs.
- Standards and Forecasts: Develop or update space standards, project future demand, and evaluate site access and traffic needs.

By integrating both programmatic goals and operational realities, this comprehensive evaluation ensures the design is forward-thinking,flexible, and deeply aligned with your organization’s vision for the future.

C. DESIGN

- Space Programming: Quantify spatial requirements, establish adjacency relationships, and identify special needs such as structural, mechanical, and technological features.
- Site Planning: Assess existing site constraints and opportunities, including access, circulation, and topography, to inform design decisions.

- Master Planning: Develop a comprehensive Site Master Plan, illustrating build-out phases and the integration of buildings, drainage, and access roads.
- Conceptual Design: Provide floor plans, renderings, and cost opinions to visualize and refine the proposed facility's layout and functionality.

This collaborative design process ensures your facility is thoughtfully planned, environmentally conscious, and operationally effective. By incorporating sustainable elements and prioritizing safety and efficiency, the design will resonate with both staff and the community, creating a space that serves its purpose effectively.

D. DELIVER

- Construction Documentation: Prepare and issue detailed drawings and specifications to guide the building process.
- Bidding Support: Facilitate contractor bidding and selection in collaboration with the City.
- Construction Administration: Oversee on-site activities, conduct regular site visits, and hold progress meetings to track schedule and quality.
- Quality Assurance: Perform reviews to ensure compliance with design intent, codes, and specifications.
- Contractor Coordination: Address challenges proactively and maintain alignment with project goals.
- Project Closeout: Manage punch lists, final inspections, and warranty documentation to ensure a smooth transition into occupancy.

This final phase transforms vision into reality, ensuring the completed facility reflects the City's values while enhancing operations, sustainability, and community benefit.

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

PHASE 1: DISCOVER
Project Initiation

- Kick-off meeting to define goals, budget, timeline, priorities, and scope (furniture, technology, specialty needs).
- Establish communication framework, confirm project schedule, and clarify roles and responsibilities.
- Deliverables: Meeting summary, project brief, milestone schedule.

PHASE 2: DEFINE
Existing Conditions and Space Planning

- Conduct site survey and field verification of building systems; update digital base plans.
- Document reusable furniture and equipment; develop conceptual space plan aligned with program and adjacencies.
- Review operational workflows and ensure alignment with functional requirements and future growth needs.
- Deliverables: Verified as-built base plans, conceptual space plan, planning review and approval.

PHASE 3: DESIGN
Schematic Design and Design Development

- Translate approved space plan into schematic-level design, including preliminary finishes, furnishings, and lighting concepts.
- Prepare schematic documentation for up to three review iterations.
- Deliverables (Schematic Design): Schematic floor plan with furniture, concept images, material samples, client review set.
- Refine design intent and detailing, including millwork, lighting, and furniture selections.
- Coordinate with MEP, AV/IT, and specialty consultants to integrate technical scope.
- Deliverables (Design Development): Design Development drawing set, finish/fixture boards, furniture matrix, review presentations.

PHASE 4: DELIVER
Construction Documents, Permitting, and Construction Phase Support

- Prepare complete bid/permit documentation, including demolition, construction, power/data, finishes, reflected ceiling plans, annotated elevations, and details.
- Coordinate with MEP, AV/IT, and specialty consultants to ensure scope alignment.
- Deliverables (Construction Documents): Construction Documents set, finish/material schedules, elevations/details, coordination drawings.
- Prepare permit submittal; coordinate with accessibility reviewers (ADA) and provide Green Building documentation as required.
- Deliverables (Permitting): Permit-ready set, accessibility coordination documentation.
- Provide construction administration support: attend up to six site meetings, respond to RFIs, review submittals and shop drawings.
- Conduct punch list inspections, monitor corrections, and compile as-built documentation from contractor markups.
- Deliverables (Construction Phase Support): Field reports, submittal/RFI log, punch list, as-built CAD files (if in scope).

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

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

Kreg Robertson, AIA | Partner-in-Charge and Architect of Record | 15% devoted to Las Cruces

Kreg is a Partner and Leader in Parkhill's Community Sector. Kreg collaborates with clients to realize their visions for growth and designs to their community's specific needs. He has been instrumental in the designs of public works facilities, religious facilities, and government facilities throughout his career at Parkhill. Kreg will be the principal officer from Parkhill who is responsible for administration of the contract.

EXPERIENCE

- Eddy County Administration Building

- Lea County Public Safety Training Center
- Artesia Airport Hanger
- Borger City Hall - Roof Replacement and Interior Renovations
- Brownfield Public Safety Building
- Ector County New Central Library
- Texas Tech University Jerry S. Rawls College of Business Administration
- Sandoval County Public Works Yard

AREAS OF COMPETENCE

- Municipal Planning
- Site Design
- Public Engagement
- Entitlement and Permitting

Mary Stills, AIA, CNU-A | Project Manager | 35% devoted to Las Cruces

As an award-winning architect Mary brings extensive experience across diverse project types. As Project Manager, she will partner with the City of Las Cruces to ensure each project is delivered on schedule, within budget, and to the highest standards of quality. A recognized leader in the profession, she has served as AIA El Paso President, sits on the Texas Society of Architects EDI Committee, mentors through ACE, and was honored as the 2023 Woman of the Year in AEC.

EXPERIENCE

- Eddy County Administration Building
- ENMU Student Academic Services Building

- Las Cruces Downtown Street Revitalization
- NMSU New Juniper Residence Hall
- NMSU Advising Center at Breland Hall
- NMSU Agricultural Education Facilities Master Plan

AREAS OF COMPETENCE

- Municipal Planning
- Site Design
- Public Engagement
- Entitlement and Permitting
- Project Management
- Architectural Design

Kyle LaFerney | Civic Practice Leader | 25% devoted to Las Cruces

Kyle has over 19 years of experience partnering with public clients and assisting in the management of their capital programs. His background in municipal planning, landscape architecture, and site design gives him unique insight into the entitlement and permitting process and bolsters his skills in collaborating with public entities, designers, and contractors to provide seamless project delivery. His past experience allows him to connect with clients differently than most designers because he has been on their side as an owner and a client.

EXPERIENCE

- Eddy County Administration Building
- McKinney Municipal Complex
- Arlington Active Adult Center

- Ector County Courthouse Owner's Rep
- Ector County Coliseum Owner's Rep
- Parker County East Courthouse

AREAS OF COMPETENCE

- Municipal Planning and Operations
- Site Design
- Landscape Architecture
- Public Engagement
- Entitlement and Permitting

Kim Hooker, AIA, LEED AP, CDT, RAS, APAC-BE | Project Architect | 30% devoted to Las Cruces

Kim's experience includes facility and accessibility assessment, historic renovation, master planning, and design. Kim excels in managing complex projects that modify existing facilities. Kim has facilitated public design workshops to listen to community needs and build project engagement. Kim participates with Accessibility Professionals Association on the Technical Standards Committee and holds the APA/ADA Specialist designation, and she has taught CDT exam prep class for her local Construction Specifications Institute (CSI) chapter.

EXPERIENCE

- ENMU Student Academic Service Building
- NMSU New Juniper Residence Hall
- Hobbs Municipal Schools 2023 New Middle School
- ENMU Facility Assessment and Master Planning Services

AREAS OF COMPETENCE

- Facility Assessment
- Accessibility Assessment
- Historic Renovations
- Master Planning
- Design

Bryan Smith | Public Safety Design Lead | 35% devoted to Las Cruces

Bryan brings extensive experience in residential construction and architectural design. With a proven background in exterior systems and detailing, Bryan excels in construction administration and creative problem-solving. With previous firms, he designed numerous civic projects across Texas, including multiple fire stations, public libraries, and healthcare facilities. His diverse portfolio also includes commercial work for major airport concessions and historic preservation residential renovations. Bryan's leadership abilities enhance his approach to project management.

EXPERIENCE

- Aubrey City Hall, Police, and Fire Administration Complex
- Kearney Fire Station
- Anna Police Facility Feasibility Study
- Buda Public Works and Parks Expansion
- Denton County DCCB Expansion and Master Plan

AREAS OF COMPETENCE

- Architectural Design
- Construction Administration
- Project Management

- Public Safety Facilities

Jason Bennett, AIA | Administration and City Hall Design Lead | 35% devoted to Las Cruces

Jason Bennett, AIA, is an Associate and Project Architect with broad experience in multi-family, commercial, institutional, and recreational projects. His background makes him skilled in building code review, zoning analysis, and construction methods. Jason's passion for architecture and learning also led him into education, where he taught for five years, inspired students to pursue architecture and engineering. His blend of professional practice and teaching experience helps guide clients to designs that fit their needs.

EXPERIENCE

- McKinney Municipal Complex
- Mansfield City Hall
- Arlington Active Adult Center
- Denton County Court Entry Door Replacement
- Denton County DCCB Expansion and Master Plan
- Denton County Morse Street Courtroom

AREAS OF COMPETENCE

- Municipal Planning
- Build Code Review
- Zoning Analysis
- Construction Management
- Architectural Design

Kyle Bodine, AIA | Recreation Center Design Lead | 35% devoted to Las Cruces

An award-winning artist and designer, Kyle brings creativity and innovation to every project. He's passionate about helping clients create spaces that connect with their communities. With a strong background in developing large-scale facilities across the country, Kyle guides organizations through the entire process—from early design concepts to construction documentation and administration. He's always exploring new ideas and fresh approaches to design.

EXPERIENCE

- Arlington Active Adult Center
- Abilene Recreation Centers
- Carrollton Oak Creek Tennis Center Addition
- Frisco Commons Park Master Plan and Active Adult Center
- McKinney Gabe Nesbitt Indoor Tennis Facility
- Reeves County Waterpark

AREAS OF COMPETENCE

- Large-scale Facility Planning
- Construction Administration
- Architectural Design
- Recreation Centers
- Public Engagement

Tyler Zack, PE | Client Liaison | 15% devoted to Las Cruces

Tyler will serve as client liaison for the City of Las Cruces. He has contributed to the design and construction of more than 85 acres of Subtitle D landfills and over 20 transfer stations and collection centers across New Mexico. At Parkhill, his work includes multiple 20-

year Master and asset management plans totaling over $75 million in improvements. Tyler also has extensive experience with environmental compliance, facility monitoring, and stormwater pollution prevention plans for more than 15 sites.

EXPERIENCE

- Las Cruces East Mesa Transfer Station
- Deming Butterfield Trail Landfill Monitoring
- Deming Butterfield Trail Regional Landfill Cells ID and 2A
- Corralitos Regional Landfill Cells 4 and 5
- Truth or Consequences BLM Well
- Replacement Reconfiguration

AREAS OF COMPETENCE

- Design Oversight
- Construction Oversight
- Stormwater Pollution Prevention Plan
- Permitting

Ty Sisco, RLA | Landscape Architect | 15% devoted to Las Cruces

Ty's experience includes extensive work in the planning of athletic facilities, parks, and low-water-use landscapes. Ty is dedicated to the profession of landscape architecture, has held the positions of president and treasurer for the West Texas American Society of Landscape Architects (ASLA) chapter, and formerly serves on the City of Midland Parks and Recreation Commission. As a registered landscape architect and licensed irrigator, Ty has been involved in over 25 athletic field projects and 30 facility projects throughout Texas.

EXPERIENCE

- Las Cruces Downtown Callesitas Improvements
- Las Cruces Downtown Revitalization Street Improvements - Two Way Conversion
- Dona Ana Fleet Maintenance Facility
- Midland Utilities Center
- Brownfield Public Safety Building
- Ector County ISD New West Elementary School
- Eddy Federal Credit Union New South Branch

AREAS OF COMPETENCE

- Municipal Planning
- Parks
- Athletic Facilities
- Low-Water-Use Landscapes
- Street Revitalization

Shaun Tidwell, PE | Electrical Engineer | 15% devoted to Las Cruces

Shaun will serve as Electrical Engineer for the City of Las Cruces. He has extensive experience designing power systems for water pump stations, sewage lift stations, and water/wastewater treatment plants, including back-up generator systems. Shaun has also led numerous lighting projects such as street, highway, high mast, parking lot, and city park illumination. He brings deep knowledge of lighting standards from the Illuminating Engineering Society of North America.

EXPERIENCE

- Las Cruces Street Lighting Plan Review
- Las Cruces Branigan Community Center Electrical Assessment

- Las Cruces Downtown Callesitas Improvements Part 1 and II
- Las Cruces Downtown Street Revitalization

AREAS OF COMPETENCE

- Illumination
- Power Systems
- Back-up Generator Systems

Isaac Aguilar, PE | Electrical Engineer | 15% devoted to Las Cruces

Isaac's experience includes lighting, power, communications, and fire alarm designs for various project types, including municipalities, educational, healthcare, and institutional facilities. Isaac has designed emergency backup generators for healthcare facilities, data centers, airports, booster stations, and chiller plants. He designs electrical airfield lighting, including runway lighting, wind cones, and rotating beacons. Isaac provides facility assessments on electrical systems to determine the current condition and provides recommendations.

EXPERIENCE

- Las Cruces Animal Services Center of the Mesilla Valley HVAC
- Beck's Coffee Main St. Las Cruces
- Lea County Public Safety Training Facility
- Abilene Recreation Centers
- Denton ARFF Fire Station No. 9

AREAS OF COMPETENCE

- Electrical Lighting
- Airfield Lighting

- Booster Stations
- Chiller Plants
- Fire Alarm Designs

Rachel Carroll IIDA | Interior Designer | 15% devoted to Las Cruces

Rachel Carroll, IIDA, is an Interior Designer with project experience in religious, municipal, corporate, and education markets. Rachel's strengths in 3D modeling and design conceptualization help clients visualize their projects. As a BIM Lead for Interiors and our Frisco office, Rachel collaborates with Parkhill's Design Technology Sector to improve the efficiency, cohesiveness, and accuracy of our processes and procedures. Rachel works with clients to find solutions that meet the needs of the design aesthetic while maintaining project budgets and schedules.

EXPERIENCE

- McKinney Municipal Complex
- Arlington Active Adult Center
- Irving Central Fire Station
- Eddy County Administration Building
- NMSU Multi-Building Residence Hall Renovations and Improvements
- First Baptist Church Artesia Sanctuary Renovations
- Hobbs Municipal Schools Del Norte Middle School

AREAS OF COMPETENCE

- 3D Modeling
- Design Conceptualization
- Administrative Facilities

- Public Safety Facilities
- Furniture, Fixtures, and Equipment

PRINCIPAL MEMBER/OFFICER OF THE FIRM RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT*
Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.

Kreg Robertson, AIA | Partner-in-Charge and Architect of Record

4222 85th Street, Lubbock, Texas 79423

KRobertson@Parkhill.com

Office: 806.473.3516 | Mobile: 806.470.6925

LOCATION(S) OF OFFICE(S) *
Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

Albuquerque Office | 8% of work to be performed
333 Rio Rancho Boulevard NE, Suite 400, Rio Rancho, New Mexico, 87124

El Paso Office | 20% of work to be performed
501 West San Antonio, El Paso, Texas, 79901

Lubbock Office | 16% of work to be performed
4222 85th Street, Lubbock, Texas, 79423

Frisco Office | 40% of work to be performed
3000 Internet Boulevard, Suite 550, Frisco, Texas, 75034

Amarillo Office | 8% of work to be performed
800 S. Polk Street, Suite 200, Amarillo, Texas, 79101

Abilene Office | 8% of work to be performed
340 Beech Street, Abilene, Texas, 79601

PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK *
Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.

Kreg Robertson, AIA | Partner-in-Charge and Architect of Record
Registered Architect - NM No. 4900
4222 85th Street, Lubbock, Texas 79423

Mary Stills, AIA, CNU-A | Project Manager
501 West San Antonio, El Paso, Texas, 79901

Kyle LaFerney | Civic Practice Leader
3000 Internet Boulevard, Suite 550, Frisco, Texas, 75034

Kim Hooker, AIA, LEED AP, CDT, RAS, APAC-BE | Project Architect
Registered Architect - NM No. 2828
800 S. Polk Street, Suite 200, Amarillo, Texas, 79101

Bryan Smith | Public Safety Design Lead
3000 Internet Boulevard, Suite 550, Frisco, Texas, 75034

Jason Bennett, AIA | Admin and City Hall Design Lead
3000 Internet Boulevard, Suite 550, Frisco, Texas, 75034

Kyle Bodine, AIA | Recreation Center Design Lead N/A
3000 Internet Boulevard, Suite 550, Frisco, Texas, 75034

Tyler Zack, PE | Client Liaison
Licensed Professional Engineer - NM No. 29449
333 Rio Rancho Boulevard NE, Suite 400, Rio Rancho, New Mexico, 87124

Ty Sisco, RLA | Landscape Architect
Registered Landscape Architect - NM No. 384
340 Beech Street, Abilene, Texas, 79601

Shaun Tidwell, PE | Electrical Engineer
Licensed Professional Engineer - NM No. 20597
501 West San Antonio, El Paso, Texas, 79901

Isaac Aguilar, PE | Electrical Engineer
Licensed Professional Engineer - NM No. 21665
4222 85th Street, Lubbock, Texas 79423

Rachel Carroll, IIDA | Interior Designer
3000 Internet Boulevard, Suite 550, Frisco, Texas, 75034

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

PREVIOUS WORK/REFERENCES*

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

Previous_Work-Reference_-_Las_Cruces_AE_Services_-_Parkhill.pdf

PRICE TABLES

COST MATRIX ONE

Delivered Services

Line Item	Description	Fee	Percentage
1	Services up to and including the completion of Design Development; including the delivery of Design Development documents.	Not to exceed % of the estimated cost of construction	2.8%
2	Services from the completion of Design Development up to and including the completion of construction documents; including the delivery of specifications, drawings and bid documents.	Not to exceed % of the estimated cost of construction	3.2%
3	Services from the delivery of construction and bid documents up to and including the completion of construction contract administration; including the delivery of contract closeout documents.	Not to exceed % of the estimated cost of construction	2%

COST MATRIX TWO

Project Assignment

Line Item	Description	Unit of Measure	Unit Cost
1	Principal-In-Charge	Hourly Rate	$330.00
2	Project Architect / Project Engineer	Hourly Rate	$259.00
3	Architect	Hourly Rate	$246.00
4	Engineer (Structural, Mechanical, Electrical, Civil)	Hourly Rate	$281.00
5	Landscape Architect	Hourly Rate	$226.00
6	Interior Designer	Hourly Rate	$211.00
7	Cost Estimator	Hourly Rate	$0.00
8	Drafter	Hourly Rate	$0.00
9	Specification Writer	Hourly Rate	$0.00
10	Administration / Clerical	Hourly Rate	$0.00

COST MATRIX TWO CONT.

Project Assignment - Please list the position title and hourly rate for any other staff positions that are not included in the previous table.

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
1	Other (List)	Hourly Rate	Project Manager	$330.00
2	Other (List)	Hourly Rate	Civic Practice Leader	$277.00

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
3	Other (List)	Hourly Rate	Public Safety Design Lead	$202.00
4	Other (List)	Hourly Rate	Admin and City Hall Design Lead	$246.00
5	Other (List)	Hourly Rate	Recreation Center Design Lead	$246.00
6	Other (List)	Hourly Rate	Client Liaison	$237.00
7	Other (List)	Hourly Rate	N/A	$0.00
8	Other (List)	Hourly Rate	N/A	$0.00
9	Other (List)	Hourly Rate	N/A	$0.00
10	Other (List)	Hourly Rate	N/A	$0.00

Parkhill

City of Las Cruces

ARCHITECTURAL AND ENGINEERING SERVICES TECHNICAL PROPOSAL

SEPTEMBER 9, 2025 | RFP NO. 25-26-004

ARLINGTON ACTIVE ADULT RECREATION CENTER

City of Arlington, Texas

The City of Arlington hired Parkhill to design a new 74,000 SF Active Adult Center dedicated to serving the community's active adults. The facility includes a multipurpose event room, social activity spaces, vocational classrooms, a wellness center, aerobics and cardio rooms, a weight room, and both a therapy pool and a lap pool for water aerobics.

A key feature of the project was its integration into one of Arlington's largest post oak groves. Parkhill preserved existing trees and addressed the site's topography with a thoughtful design solution that blends the building with the natural landscape. The design also incorporated outdoor elements, including a transitional workout lawn, pickleball courts, and an activity lawn, all of which connect to the Post Oak preserve and provide opportunities for outdoor programming.

This project demonstrates Parkhill's ability to successfully deliver a multi-functional community facility that balances indoor programming with outdoor recreation in a natural setting.

CONTACT

Alf Bumgardner | Construction Services Manager
City of Arlington
817.459.6777
alf.bumgardner@arlingtontx.gov

CONSTRUCTION COST

$38 million

TOTAL SIZE

74,000 SF

SCHEDULE

Started: 2020
Completed: 2025

IRVING CENTRAL FIRE STATION

City of Irving, Texas

Parkhill was selected to design the Irving Central Fire Station, which replaced a historical station on the same downtown site. The corner site was just over one acre, requiring a creative two-story solution to accommodate the 10,000 SF building program and site amenities, including a fueling station, emergency generator, secure staff parking, and drive-through apparatus bays.

During design, the team worked closely with the Construction Manager-at-Risk to coordinate procurement strategies alongside later design phases, avoiding schedule delays and cost escalation. Programming and schematic design were completed in just five weeks, delivering detailed floor and site plans along with realistic renderings. Working with the fire department, the design team reduced the program by 1,000 SF while maintaining full operational efficiency, including the fire museum and antique apparatus display.

The Irving Central Fire Station is a **LEED v4 Certified** facility, incorporating sustainable design strategies such as VRF HVAC systems for energy efficiency, low-flow plumbing fixtures, sustainable building materials, and enhanced ventilation and filtration for occupant health. The design also preserved the history of "Old Central" by repurposing existing brick, apparatus bay doors, and exterior light fixtures within the new museum space. The site is well connected to the community by walking and biking trails, bus routes, and nearby rail service.

This project demonstrates Parkhill's ability to deliver a modern, sustainable, and community-connected fire station that balances operational needs, historical preservation, and public engagement.

CONTACT
Brad Hughes | Project Manager
City of Irving
972.721.2600
bhughes@cityofirving.org

CONSTRUCTION COST
$7.5 million

TOTAL SIZE
10,210 SF

SCHEDULE
Started: 2022
Completed: 2024

McKINNEY MUNICIPAL COMPLEX

City of McKinney, Texas

In 2019, McKinney voters approved a bond election for a new Municipal Complex. Parkhill, serving as Architect of Record in collaboration with Lake|Flato Architects as Design Architect, was selected to design the complex to centralize City Council functions, public spaces, and various City departments that were previously dispersed across downtown. The City Hall within the complex is approximately 180,000 SF and houses multiple departments, including City Manager, City Secretary, Communications and Marketing, Development Services, Financial Services, Housing and Community Development, Human Resources, Information Technology, and Parks and Recreation Administration, as well as the Municipal Court.

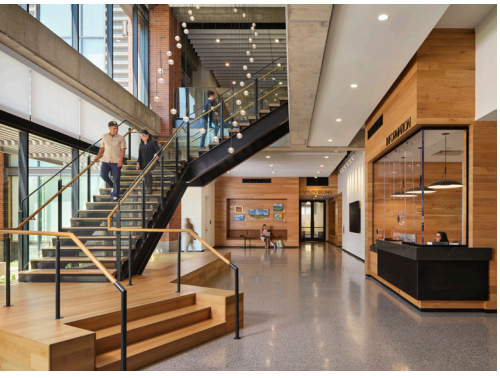
The Municipal Complex was designed as the focal point of a new district on a 13-acre site east of Highway 5. Its framework mirrors the 200-foot by 200-foot city blocks of the existing downtown, complementing current development and serving as a catalyst for redevelopment in the area. The complex incorporates multi-purpose indoor and outdoor community spaces, with the potential for a standalone City Council Chambers to encourage civic use. The design also integrates green space and connections to McKinney's hike and bike trail network and Old Settler's Park, creating a facility that reflects the community's character and promotes inclusion and collaboration.

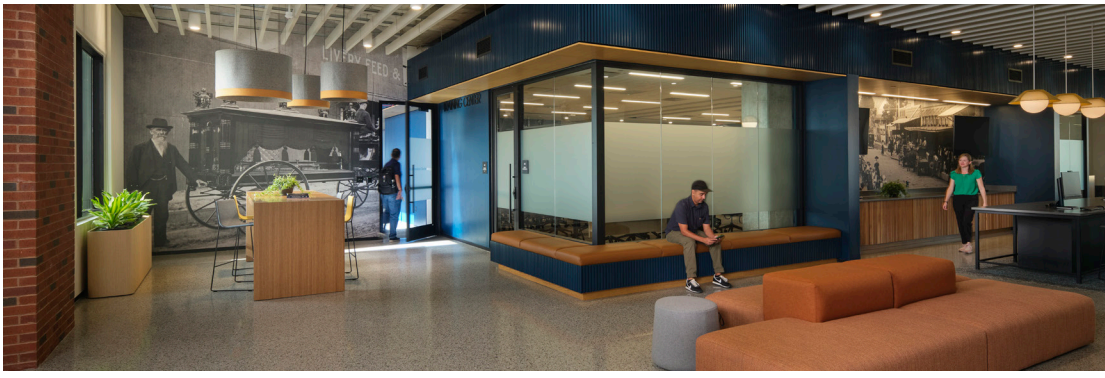
CONTACT
Patricia Jackson | Facilities Construction Manager
City of McKinney
972.547.4739
pjackson@mckinneytexas.org

CONSTRUCTION COST
$110 million

TOTAL SIZE
180,000 SF

SCHEDULE
Started: 2020
Completed: 2025





Parkhill

ATTACHMENT A

CITY OF LAS CRUCES

Term Contract for Architectural and Engineering Services
Contract Number 25-26-004

Project Order	Number (#)	**Architect/Engineer:**	
Fee Proposal		**A/E's project manager:**	
Date Requested:			*(to be completed by A/E)*
Notice to Proceed:		**Project Manager e-mail:**	
Date Issued:			*(to be completed by A/E)*

Project Order Title:
Insert title here
Physical address / location here, if applicable

This Project Order, Number (Enter Number), is issued pursuant to the Agreement Between Owner and Architect, dated (Contract Date), between the City of Las Cruces and Parkhill, Smith & Cooper Inc., incorporated herein by reference.

Scope of Work:
The scope of work for which Architect's Services are to be performed under this Project Order is generally described as:

-

A/E personnel and sub-consultants:
The A/E staffs the project orders as generally identified by function and/or discipline in the proposal and as specifically listed herein to work on this Project Order. *(to be completed by A/E)*

Schedule:
Number of calendar days required to provide Architect's Basic Services through the completion of construction documents: _____
(to be completed by A/E)

Compensation:
The A/E shall perform all architectural and engineering services required for the completion of this Project Order's scope of work for the basic compensation computed as follows:

For the services as described in the (Scope of Work above, attached document, etc.) _____ ($)
(to be completed by A/E)

For services from the delivery of construction and bid documents to the completion of construction contract administration, a lump sum of _____ ($)
(to be completed by A/E)

or, based on the hourly rates listed in the fee proposal,

a fixed not-to-exceed amount of _____ ($)
(to be completed by A/E)

The basic compensation proposed above shall be subject to negotiation and revision. Any such revision made by the Owner shall be agreed to by the A/E prior to this Proposal Request becoming a Notice to Proceed.

Fee proposal revisions:

Proposed Fee ($)	Revised Fee ($)	Revised by Owner *(date)*	Accepted by A/E *(date)*

Project Order Proposal Submitted By:

Architect/Engineer

By: _____
(signature) *(date)*

Name: _____

Title: _____

Project Order Proposal Accepted By:

Owner

By: _____
(signature) *(date)*

Name: _____

Title: _____

Attachments:
1.
2.
3.

EXHIBIT "Q"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of February 2026 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Stantec Architecture Inc., of 3133 W Frye Road, Suite 300, Chandler, Arizona, 85226, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
On-call Architectural and Engineering services on an as-needed basis via Project Order (Attachment A) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 25-26-004, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

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

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as outlined in Exhibit A, at an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project(s) that are required by the CITY and it will serve the CITY diligently and

faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2026 for a term of five years through April 30, 2031, for a term of five (5) years.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY, and as agreed to for each project assigned under the terms of this Agreement.

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

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

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

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

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

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

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

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

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

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

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

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

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

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

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

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Sreedevi Bhathala Mohanraj
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Stantec Architecture Inc. 3133 W Frye Road, Suite 300 Chandler, Arizona 85226 ATTENTION: David Takeuchi

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.

STANTEC ARCHITECTURE INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

for 12/11/2025

City Attorney

EXHIBIT A

A. Project assignment is initiated by the City providing the CONTRACTOR a detailed project description, including scope of work and any other special instructions needed by the CONTRACTOR to provide complete services necessary for carrying out the work presented by the City. The CONTRACTOR shall provide services that may include, but not be limited to, the following:

    1. Pre-Design Services including but not limited to cost estimating, programming, building code reviews, master planning, and feasibility studies
    2. Preliminary and Schematic Design Services
    3. Design Development Services
    4. Construction Documents Services
    5. Design Services may include architectural, civil, structural, mechanical, electrical engineering, plumbing, and landscape architectural services
    6. Construction Contract Procurement (Bidding or Negotiation) Services
    7. Construction Contract Administration Services
    8. Other types of professional services of a nature consistent with the intent of the RFP, i.e. gathering public input, public meetings, Council meetings
    9. Contact authorities having jurisdiction

B. Documents required to be prepared by the CONTRACTOR will vary depending on the scope of work of the individual Project Order; generally, may consist of the following but not limited to:

    1. Pre-Design Services shall consist of a written program, diagrams and drawings containing design objectives, space requirements, space relationships, flexibility and expandability, site and landscaping requirements, and construction cost estimates.
    2. Preliminary and Schematic Design documentation shall consist of conceptual site and building plans, study models, perspective sketches, electronic modeling, or combinations of these media; and construction cost estimates.
    3. Design Development and Construction Documents Services consist of specifications, drawings, and bid documents.
    4. Construction Contract Administration documentation shall consist of copies of field reports, shop drawings, progress photographs, and drawings of record.
    5. Documents prepared by the CONTRACTOR for use by the City shall be delivered in electronic format in an application acceptable to the City; typically, MSWord, Excel, Building Information Modeling (BIM), and Autocad (latest version). Documents specifically for use in bidding the

work of a Project Order shall be delivered to the City in an acceptable Americans with Disabilities Act (ADA) format.

C. The CONTRACTOR shall also be able to provide the services of specific sub-consultants, including but not limited to the following:

1. Landscape Architect
2. Interior Designer
3. Professional Engineers (Civil, Structural, Electrical, Mechanical)
4. Specialized Consultants (e.g. Architectural Programming, Acoustics, Environmental Assessments, LEED certification, Historic Building Preservation / State Historic Preservation Office [SHPO])

City of Las Cruces

Procurement

-, -

700 N. Main Street, Las Cruces, NM 88001

[STANTEC ARCHITECTURE INC.] RESPONSE DOCUMENT REPORT

RFP No. 25-26-004

Architectural & Engineering Services

RESPONSE DEADLINE: September 9, 2025 at 4:00 pm

Report Generated: Thursday, November 20, 2025

Stantec Architecture Inc. Response

CONTACT INFORMATION

Company:
Stantec Architecture Inc.

Email:
david.takeuchi@stantec.com

Contact:
David Takeuchi

Address:
3133 W Frye Road, Suite 300
Chandler, AZ 85226

Phone:
(602) 509-4688

Website:
N/A

Submission Date:
Sep 8, 2025 10:40 PM (Mountain Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Sep 8, 2025 9:38 PM by David Takeuchi

Addendum #2
Confirmed Sep 8, 2025 9:38 PM by David Takeuchi

Addendum #3
Confirmed Sep 8, 2025 9:38 PM by David Takeuchi

QUESTIONNAIRE

1. RFP Compliance Declaration*

In compliance with the requirements of this RFP, I offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

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

Confirmed

2. NM Tax & Revenue Dept. CRS

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

03-179420-00-3

3. Current NM Secretary of State Business ID

Corporations Only

L0794536048

4. Current CLC Business Registration

Respondents located in Las Cruces only

17418-24

5. Federal I.D. Number *

56-2220906

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

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

Our team will develop a detailed scope of work and fee proposals after receipt of the RFP. We will identify specific and appropriate disciplines and staff for the project. A detailed project schedule will be prepared. All proposals are reviewed by the Sr. PIC or PIC. Once accepted, we'll have a project kick-off and perform a Design Analysis Report. This report is crucial to understanding the existing conditions for all systems that will affect the project and identify issues that may have not been considered prior to the development of the RFP. Our architectural team can assist on all project types and are supported by interior design, historic, lighting, graphics, acoustic, behavioural health, landscape and planning. Internally, we have a full suite of civil, structural, mechanical, electrical and plumbing engineers.

Our approach emphasizes collaboration through inclusive breakout sessions, where all team members have an equal voice in shaping design solutions. Once a foundational framework is established, we integrate insights across disciplines to guide cohesive, well-informed outcomes. We also incorporate sustainability strategies tailored to each project's goals, focusing on life-cycle cost savings, carbon emissions reduction, and the creation of healthy, resilient spaces. Our commitment is to minimize environmental impact and support climate-positive design principles in every assignment.

MAJOR TASKS TO BE ACCOMPLISHED*

Major task for all On-Call Services:

Control of Costs: Escalating costs, schedule delays, and scope creep are just a few of the "surprises" that projects may encounter. By treating your projects as our own and seamlessly integrating our business, technical, and project management experts into your team, we are better equipped to help you achieve predictable and successful project outcomes. No surprises are necessary. Our broad experience shows that delivering a complex project will always come with challenges. Our collaborative approach to planning and project controls helps prevent issues before they arise and provides early warning of potential risks.

Project Management and Commitment to Quality:Use of a Project Management Framework and ISO 9001: 2015 Quality Management System which demonstrates our ability to consistently provide products and services that meet customoer and regulatory requirements.

Critical Path Method [CPM]: Develop a CPM schedule outlining the projects major activities and related durations.

Budget Control: Our enterprise software application allows the management of project expenditures through close monitoring and earned-value analysis reporting. We draw on our extensive knowledge base to provide early project scoping costs, updates, and final estimates where applicable.

Quality Control/Quality Assurance: We raise the bar on excellence. With our comprehensive internal quality program, we deliver services and related documentation that have been through a detailed review, limiting errors and omissions. We complete peer reviews of all our documentation and reporting to provide high-quality products.

Risk Register: Stantec will work proactively to help identify and mitigate risks before problems occur. Collaborating with the client, our team will prepare and update a risk register throughout the project and recommend important course corrections before they are needed.

Ability to Meet Schedules: Our team's leadership is the first line of communication throughout the process and is available to consult on any concerns or clarifications you want to discuss. Our team leadership will communicate our progress, assumptions, opportunities, and challenges throughout the process to the City's project team.

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

Our primary Stantec team members have been working together and collaborating with various disciplines throughout the United States. We are accustomed to gathering the most appropriate team for a given project, employing a transdisciplinary approach to solve some of the most challenging projects.

Regardless of size or delivery method, we will design and develop plan drawings in the following stages:

- Predesign Services
- Preliminary and Schematic Design Submittal (30%)
- Design Development Services and Pre-Final Design Submittal (60%)
- Final Design Submittal, Construction Documents, Permitting and Bid Package:
- Construction Contract Procurement / Bidding or Negotiation Phase
- Construction Administration Services
- Project Close Out

For as-builts, we utilize Matterport scanning and include all disciplines in field surveys and assessments. Our team has experience providing programming, master planning and feasibility studies. We have a team of code consultants and specialist that can assist with code analysis and estimating.

Stantec is accustomed to working in programs with Design Guidelines and understands the process and importance of working with committees and addressing compliance issues prior to their discovery. For design we use several methods for communication including Mural, which is an online collaborative whiteboard accessible on the internet. Stantec's Digital Practice team has enabled us with the latest technology to provide virtual reality options as well as traditional digital representation methods and software.

To streamline the project schedule and deliverables, we engage all design team professionals from inception to completion. We require the use of BIM360 to manage all BIM models and Newforma Project Center for documents, correspondence, RFI's, submittals, etc. Together we will define the project's project rules of engagement (meeting schedules, reporting structure, point of contact for BIM, point of contact for day-to-day communication, etc.). We will also set protocols for BIM360 models, documents and specifications; standards for project folders and directories. Issue sub-consultant agreements that clearly define services and deliverables (progress reports, schedule, and budget). We also conduct all-discipline coordination workshops to evaluate the technical

correctness and completeness of the work, including coordination between drawings and specifications. Internal audits by Stantec senior management at design milestones to verify quality control measures in accordance with our ISO9001 certification.

Construction administration is led by the project architect, not handed over to a construction administrator. Regular site visits by project architects and sub-consultants to observe their related design work and produce field observation reports and administer payment applications. Real-time updates of models as RFIs are answered. On large projects, we will use Stantec's document control team to manage drawings, shop drawing submittals, and RFI's.

At the end of a project, we assist in providing Close Out services, providing deficiency lists, a Certificate of Occupancy and record documents.

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

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

Jay Baptista | Sr. Principal in Charge
With more than 42 years of design and project management experience, Jay has extensive knowledge of the architectural design process from conceptual design through construction administration. Jay specializes in retail, restaurant and commercial development programs and has managed projects for civic, higher education, national retailers, restaurant concepts, and more. His experience, commitment, and vision support clients' objectives and schedules are fully met. Projects: Village of Columbus Community Center, Town of Clayton Event Center and Rodeo, AJSD Master Plan & Administration Building and Town of Hurley Recreation Center. Jay will be on the project from the beginning and will perform approximately 5% of work, mostly in reviewing and approving deliverables.

Nitish Suvarna | Principal/Local Account Manager
Nitish brings over 20 years of experience delivering thoughtful, resilient design solutions across civic, healthcare, education, and community sectors. His leadership is rooted in a collaborative, client-centered approach—guiding complex projects from programming through construction with clarity and diligence. Nitish excels at aligning diverse stakeholder needs, facilitating Owner Design Reviews, and delivering phased, context-sensitive solutions that reflect community values. Proficient in BIM and 3D visualization, he promotes clear communication and coordination throughout all phases of work, supporting successful outcomes on

fast-paced and technically complex projects. Projects: UNM School of Medicine Programming and Site Planning Study | UNM Hospitals Signage Replacement | Nexus Health Group Infusion Center Renovation. Depending on project type, Nitish will be on the project throughout it's duration.

David Takeuchi | Sr. Associate/Regional Account Manager
For more than 30 years, Dave provides design for public and private clients, including civic, classrooms, office space, residential, medical facilities, laboratory. Industrial, hospitality and religious work. A large portion of his current work is focused on designing within existing structures and celebrating the history and the realities that are often found within the space. Dave is fond of collaborating with clients and the satisfaction that comes with such personal work, building the project and relationship. He serves the Phoenix office as Design Lead and currently oversees the Architectural On-Call accounts for Arizona State University, University of New Mexico, New Mexico State University, and El Paso County and is active in the regional efforts in Alamogordo, Bayard, Hurley, Santa Rosa, Silver City and the Village of Columbus. Projects: Village of Columbus Community Center, Town of Clayton Event Center and Rodeo; AJSD Master Plan & Administration Building and Town of Hurley Recreation Center. David will be on each project throughout the duration.

We've identified the following architects and project managers- they will be assigned for the duration of the project determined by project type:
Rebekeh Bellum | Architect/Project Manager
Donna Marion | Project Architect
Tim Cruz | Architect/Sr. Project Manager
Miguel Berastegui | Architecutral Project Lead

A table of our full A/E team for this pursuit has been provided.

PRINCIPAL MEMBER/OFFICER OF THE FIRM RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT*
Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.

As of July 2025, Stantec acquired Page, expanding our architectural and engineering capabilities. Page adds 1,400 professionals with a strong portfolio in civic, healthcare, technology, and manufacturing design. Together, we offer a fully integrated architecture and

engineering team equipped to deliver complex, multidisciplinary solutions tailored to the needs of the City of Las Cruces and similar agencies from our Albuquerque Office.

Depending on the project type, Nitish Suvarna (P: 505.456.5569) or David Takeuchi (602.509.4688_ will be the principal members in charge of administration of the contract.

List of Subconsultants

We will partner with the following subconsultants on certain project types:

Wright Engineering | Structural Engineering | Contact: Tye Harvey | 164 E. Chilton Dr. Chandler, AZ 85255 | 480.497.5829
Delivers structural engineering solutions you can trust alongside exceptional client service. Since their founding in 1997, they have aimed to be the firm of choice for top architects, builders, and owners. They strive to be a place where the best professionals want to work and a company that garners respect from their colleagues and competitors alike. Excellence is the minimum standard to which we hold ourselves. With offices strategically located in Atlanta, Dallas, Denver, Las Vegas, Orange County, Phoenix, and Salt Lake City, and licenses in all 50 states, they are poised and equipped to cater to your structural engineering needs nationwide.

Resolut MP | MEP Engineering | Contact: Byron Torgerson | 1602 S. Priest Drive Suite 103 Tempe, AZ 85281 | P: 480.889.5075
Formerly VBFA and BNA, is the result of a partnership between 2 firms, each founded in 1972. With 210 employees across 5 offices in Arizona, Utah, and Washington, they are a full-service Mechanical, Plumbing, Electrical, Fire Protection, Commissioning, and Technology engineering firm. RESOLUT also leads in Sustainable and Energy-Efficient solutions with added electrical specialties which include low voltage, acoustics, architectural lighting, safety and security, and audiovisual design.

ProDims | Cost Estimating | Contact: Duane Mask | 1414 Broadway Road Suite 230 Tempe, AZ 85282 | P: 425.828.0500

Balis Company | Cost Estimating | Contact: Jon Balis | 4600A Montgomery NE Suite 202 Albuquerque, NM 87109 | P: 505.883.7990

Kitchen, Restaurant & Bar Specialists | Food Service | Contact: Alec Bauer | Burlington, VT | P: 510.710.2694

Verdacity | Sustainability & Certification | Contact: Kris Callori | 219 Central Ave NW Albuquerque, NM 87102 | P: 505.242.2852

LOCATION(S) OF OFFICE(S) *

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

Stantec Consulting Services Inc. | 3831 E. Lohman Avenue 200 Las Cruces, NM 88011 | 40%

Stantec Architecture Inc. | 3133 W. Frye Road Suite 300 Chandler, AZ 85226 | 60% (Shared w/ Page Team)

Page | 6501 Americas Parkway NE Suite 700 Albuquerque, NM 87110 | 60%

PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK *
Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.

Nitish Suvarna | 6501 Americas Parkway NE Suite 700 Albuquerque, NM 87110 | NM 5129
David Takeuchi | 3133 W. Frye Road Suite 300 Chandler, AZ 85226 | NM 6812

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

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

stantec_las_cruces_#25-26-004.pdf
stantec_las_cruces_#25-26-004_cost_proposal.pdf
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PRICE TABLES

COST MATRIX ONE

Delivered Services

Line Item	Description	Fee	Percentage
1	Services up to and including the completion of Design Development; including the delivery of Design Development documents.	Not to exceed % of the estimated cost of construction	3%

Line Item	Description	Fee	Percentage
2	Services from the completion of Design Development up to and including the completion of construction documents; including the delivery of specifications, drawings and bid documents.	Not to exceed % of the estimated cost of construction	5.5%
3	Services from the delivery of construction and bid documents up to and including the completion of construction contract administration; including the delivery of contract closeout documents.	Not to exceed % of the estimated cost of construction	2%

COST MATRIX TWO

Project Assignment

Line Item	Description	Unit of Measure	Unit Cost
1	Principal-In-Charge	Hourly Rate	$260.00
2	Project Architect / Project Engineer	Hourly Rate	$246.00
3	Architect	Hourly Rate	$221.00
4	Engineer (Structural, Mechanical, Electrical, Civil)	Hourly Rate	$221.00
5	Landscape Architect	Hourly Rate	$200.00
6	Interior Designer	Hourly Rate	$200.00
7	Cost Estimator	Hourly Rate	$200.00
8	Drafter	Hourly Rate	$146.00
9	Specification Writer	Hourly Rate	$246.00

Line Item	Description	Unit of Measure	Unit Cost
10	Administration / Clerical	Hourly Rate	$130.00

COST MATRIX TWO CONT.

Project Assignment - Please list the position title and hourly rate for any other staff positions that are not included in the previous table.

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
1	Other (List)	Hourly Rate		$0.00
2	Other (List)	Hourly Rate		$0.00
3	Other (List)	Hourly Rate		$0.00
4	Other (List)	Hourly Rate		$0.00
5	Other (List)	Hourly Rate		$0.00
6	Other (List)	Hourly Rate		$0.00
7	Other (List)	Hourly Rate		$0.00
8	Other (List)	Hourly Rate		$0.00
9	Other (List)	Hourly Rate		$0.00
10	Other (List)	Hourly Rate		$0.00

City of Las Cruces

Request for Proposal # 25 – 26 - 004
Architectural & Engineering Services

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EVALUATION CRITERIA 1: TECHNICAL APPROACH

6.1 DESCRIPTION OF PROPOSED TECHNICAL APPROACH

Our approach emphasizes collaboration through inclusive breakout sessions, where all team members have an equal voice in shaping design solutions. Once a foundational framework is established, we integrate insights across disciplines to guide cohesive, well-informed outcomes. We also incorporate sustainability strategies tailored to each project's goals, focusing on life-cycle cost savings, carbon emissions reduction, and the creation of healthy, resilient spaces. Our commitment is to minimize environmental impact and support climate-positive design principles in every assignment.

The proposed approach and process that we generally follow are described below.

Request for Proposal: This process begins when the City submits a request to Stantec Architecture Inc. to our Principal-in-Charge (PIC). The PIC will confer with a project manager to assemble an appropriate team based on the project's scope and requirements. The assigned team will include disciplines from SAI and/or Stantec Consulting Services Inc. (SCSI), selected for effective coordination and integration. The PIC and Project Manager will then meet with the City to confirm a thorough understanding of the project's stakeholders, scope, objectives, and requirements before moving forward. Based on project understanding, a path to design decision making will be confirmed. This can be tailored to be with a simple group of decision makers or expanded to include a key group of stakeholders with breakout sessions for user and system members.

Proposal and Task Order: The project manager will develop a detailed scope of work and fee proposals with a breakdown of tasks, team members performing the tasks and approximate hours to complete each task. The assigned team typically includes Stantec Architecture Inc and/or Stantec Consulting Services for coordination. Structural engineering is included when required by the project scope; while disciplines not needed for a given project are not engaged, promoting efficiency and cost control. A detailed project schedule and a task order will also be prepared. After an independent reviewer goes over the proposal and is approved by the PIC, it will be submitted to the City for consideration and negotiation. Final approval and project award are at the discretion of the City and are not guaranteed.

Project Kick-Off: Upon receipt of the notice to proceed from the City, we will schedule a kick-off meeting with the project team, including any subconsultants and applicable City representatives. The project's scope, client expectations and requirements, roles and responsibilities, project schedule, plan for deliverables, and documentation requirements will be discussed, and a site review will be conducted.

Design Analysis Report (DAR): Existing conditions are investigated and analyzed during this stage which

may include geotechnical and soil, traffic and safety, hydrology and hydraulics, utilities, ROW and land ownership, environmental, social, and cultural resources, physical condition of facilities and other conditions that will affect the design and show the purpose and need for the project. If not previously performed, alternatives will be identified and evaluated to determine the most cost-effective solution on a life-cycle cost basis that will best meet the purpose and needs of the project. An initial zoning and code analysis will be provided as well as any recommendations for environmental testing. Findings and recommendations are made in a DAR and presented to the City for review and approval.

6.2 MAJOR TASKS TO BE ACCOMPLISHED

Control of Costs

Escalating costs, schedule delays, and scope creep are just a few of the “surprises” that projects may encounter. By treating your projects as our own and seamlessly integrating our business, technical, and project management experts into your team, we are better equipped to help you achieve predictable and successful project outcomes. No surprises are necessary. Our broad experience shows that delivering a complex project will always come with challenges. Our collaborative approach to planning and project controls helps prevent issues before they arise and provides early warning of potential risks.

Project Management and Commitment to Quality

Exceptional projects start with a clear client vision and become reality through skilled leadership and executor. That is where our project managers and technical designers bring their expertise to your project. We share your vision. We have well-defined approaches to keep your project on track and managing unforeseen events. Some of our key tools include:

Project Management Framework: Stantec’s Project Management Framework identifies the key tasks that help project teams manage risks and quality on our projects. These tasks also represent the project requirements of our ISO 9001:2015 Quality Management System, which demonstrates our ability to consistently provide products and services that meet customer and regulatory requirements.

Critical Path Method (CPM) Scheduling: We will develop a CPM schedule outlining the project’s major activities and related durations. We use MS Project as our primary scheduling software.

Budget Control: We know it is important to come in on budget. Our enterprise software application allows the management of project expenditures through close monitoring and earned-value analysis reporting. We draw on our extensive knowledge base to provide early project scoping costs, updates, and final estimates where applicable.

Quality Control/Quality Assurance: We raise the bar on excellence. With our comprehensive internal quality program, we deliver services and related documentation that have been through a detailed review, limiting errors and omissions. We complete peer reviews of all our documentation and reporting to provide high-quality products.

Risk Register: We understand that unforeseen challenges arise throughout projects. We will work proactively to help identify and mitigate risks before problems occur. Collaborating with the client, our team will prepare and update a risk register throughout the project and recommend important course corrections before they are needed.

Ability to Meet Schedules: Our team’s leadership is the first line of communication throughout the process and is available to consult on any concerns or clarifications you want to discuss. Our team leadership will communicate our progress, assumptions, opportunities, and challenges throughout the process to the City’s project team.

Stantec leads project communication through meetings, calls, and emails, supported by a continuously updated action item list and deliverables tracker available at each progress meeting. We kick off planning with a staff meeting to finalize scope and timeline, outline the process, and gather initial directions from the City. Our team facilitates regular virtual progress meetings with the City’s project management team to review status, coordinate the next steps, and address detailed tasks such as stakeholder engagement, scope development, and logistics. At key milestones, we schedule focused meetings between consultant task leaders and City staff to support meaningful input and efficient collaboration throughout the planning process.

6.3 DETAILED STATEMENT OF SERVICES PROVIDED

Project Design

Our primary Stantec team members have been working together and collaborating with various

disciplines throughout the United States. We are accustomed to gathering the most appropriate team for a given project, employing a transdisciplinary approach to solve some of the most challenging projects.

Regardless of size or delivery method, we will design and develop plan drawings in the following stages:

- Predesign Services
- Preliminary and Schematic Design Submittal (30%)
- Design Development Services and Pre-Final Design Submittal (60%)
- Final Design Submittal, Construction Documents, Permitting and Bid Package
- Construction Contract Procurement / Bidding or Negotiation Phase
- Construction Administration Services
- Project Close Out

For as-builts, we utilize Matterport scanning and include all disciplines in field surveys and assessments. Our team has experience providing programming, master planning and feasibility studies. We have a team of code consultants and specialist that can assist with code analysis and estimating.

Stantec is accustomed to working in programs with Design Guidelines and understands the process and importance of working with committees and addressing compliance issues prior to their discovery. For design we use several methods for communication including Mural, which is an online collaborative whiteboard accessible on the internet. Stantec's Digital Practice team has enabled us with the latest technology to provide virtual reality options as well as traditional digital representation methods and software.

To streamline the project schedule and deliverables, we engage all design team professionals from inception to completion. We require the use of BIM360 to manage all BIM models and Newforma Project Center for documents, correspondence, RFI's, submittals, etc. Together we will define the project's project rules of engagement (meeting schedules, reporting structure, point of contact for BIM, point of contact for day-to-day communication, etc.). We will also set protocols for BIM360 models, documents and specifications; standards for project folders and directories. Issue sub-consultant agreements that clearly define services and deliverables (progress reports, schedule, and budget). We also conduct all-discipline coordination workshops to evaluate the technical correctness and completeness of the work, including coordination between drawings and specifications. Internal audits by Stantec senior management at design milestones to verify quality control measures in accordance with our ISO9001 certification.

Construction administration is led by the project architect, not handed over to a construction administrator. Regular site visits by project architects and sub-consultants to observe their related design work and produce field observation reports and administer pay applications. Real-time updates of models as RFIs are answered. On large projects, we will use Stantec's document control team to manage drawings, shop drawing submittals, and RFI's.

At the end of a project, we assist in providing Close Out Services, providing deficiency lists, a Certificate of Occupancy and record documents.

EVALUATION CRITERIA 2: QUALIFICATIONS / COMPETENCE

Our proposed A/E team members have worked for other cities and municipal governments in New Mexico. Depending on project type and size, Stantec will use subconsultants that can provide and deliver services based on our client's expectations. As we initiate our integration with the Page team, we're excited to bring their expertise to this pursuit, so we can adequately provide any architectural service needed.

Our team collaborates on civic, higher education and private industry clients. Our experience in design spans these similar but uniquely different environments. This deep background affords our team the ability to leverage the best of both worlds with the overall goal to solve your design problems. We can assist in all types of spaces from multi-purpose gyms, dance studio classrooms, archery ranges, administration, fire and public safety facilities, healthcare/clinics, behavioral health, museums, community centers, parks and recreation, workspace, maintenance buildings and facility amenities. Our experience with the design process allows us to excel in quickly developing a working partnership with the Owner, construction manager and construction team to effectively deliver a project on time and will always consider the effects on the facility, the department, and the community the project resides in.

From architecture to interior design to a full suite of building and site engineering disciplines, we have a diverse team of professionals available to you for any assignment. We have all design services needed under one brand. Regionally, we have a team of architects, historians, civil, mechanical, plumbing, and electrical engineers ready to assist on any project. We've recently expanded our code and fire consulting services, and our regional and national experts can assist in urban design, acoustics, landscape, lighting design, graphics, sports facilities, behavioral health, and system assessments. We also have regional representation for commissioning and environmental services, which includes historic architecture and sustainability consultants which represent our approach towards environmental stewardship.

7.1 KEY PERSONNEL QUALIFICATIONS AND EXPERIENCE

Jay Baptista, RA
Senior Principal-in-Charge
With more than 42 years of design and project management experience, Jay has extensive knowledge of the architectural design process from conceptual design through construction administration. Jay specializes in retail, restaurant and commercial development programs and has managed projects for civic, higher education, national retailers, restaurant concepts, and more. His experience, commitment, and vision support clients' objectives and schedules are fully met. **Projects: Village of Columbus Community Center, Town of Clayton Event Center and Rodeo, AJSD Master Plan & Administration Building and Town of Hurley Recreation Center**

Nitish Suvarna, AIA, NCARB, LEED AP BD+C
Principal/Local Account Manager
Nitish brings over 20 years of experience delivering thoughtful, resilient design solutions across civic, healthcare, education, and community sectors. His leadership is rooted in a collaborative, client-centered approach—guiding complex projects from programming through construction with clarity and diligence. Nitish excels at aligning diverse stakeholder needs, facilitating Owner Design Reviews, and delivering phased, context-sensitive solutions that reflect community values. Proficient in BIM and 3D visualization, he promotes clear communication and coordination throughout all phases of work, supporting successful outcomes on fast-paced and technically complex projects. **Projects: UNM School of Medicine Programming and Site Planning Study | UNM Hospitals Signage Replacement | Nexus Health Group Infusion Center Renovation**

David Takeuchi, RA
Sr. Associate/Regional Account Manager
For more than 30 years, Dave provides design for public and private clients, including civic, classrooms, office space, residential, medical facilities, laboratory. Industrial, hospitality and religious work. A large portion of his current work is focused on designing within existing structures and celebrating the history and the realities that are often found within the space. Dave is fond of collaborating with clients and the satisfaction that comes with such personal work, building the project and relationship. He serves the Phoenix office as Design Lead and currently oversees the Architectural On-Call accounts for Arizona State University, University of New Mexico, New Mexico State University, and El Paso County and is active in the regional efforts in Alamogordo, Bayard, Hurley, Santa Rosa, Silver City and the Village of Columbus. **Projects: Village of Columbus Community Center, Town of Clayton Event Center and Rodeo; AJSD Master Plan & Administration Building and Town of Hurley Recreation Center**

Rebekah Bellum, AIA, NCARB, LEED AP BD+C
Project Manager
Rebekah brings deep expertise in civic, educational, and government architecture, with a strong record managing both new construction and renovation projects across New Mexico. Her background as an Architectural Historian adds unique value to County work involving existing facilities, adaptive reuse, and historically sensitive upgrades. Listed on the NM Historic Preservation Division's approved consultant list since 2016, Rebekah has completed more than 20 preservation projects and maintains productive working relationships with key regulatory agencies. Her collaborative leadership and commitment to clear communication make her a trusted steward of public-sector work in both urban and rural contexts. **Projects: UNM School of Medicine Programming and Site Planning Study | UNM Hospitals Signage Replacement | Carlito Springs Open Space Phase Three Main House Rehabilitation**

Donna Marion, AIA, LEED AP BD+C
Project Architect
Donna brings a balanced approach to architecture that integrates technical excellence with thoughtful, community-focused design. With experience spanning educational, cultural, governmental, and laboratory projects, she excels in leading interdisciplinary teams to deliver sustainable, high-performing facilities. Her strength lies in translating complex programmatic needs into design solutions that foster wellness, accessibility, and long-term value, making her a strong asset for public-sector work that demands both

creativity and precision. **Projects: UNM School of Medicine Programming and Site Planning Study | CARE Campus | Explora Lobby Interior Renovation | ABQ Bio park Australia Exhibit**

Tim Cruz, AIA, NCARB
LEED Green Associate
Senior Project Manager
Tim enjoys working with creative teams, aligning efforts with technical consultants, and designing projects that create vibrant communities. He is a senior project manager with experience in various markets, including retail, residential, civic, mixed-use, tenant improvement/interiors, restaurants, health clubs, church campuses, event centers, classrooms, and airport/facility improvement projects. He is LEED-accredited, enjoys being involved in sustainability projects, and believes successful projects often stem from teams prioritizing clear communication and transparency. To address potential issues, Tim believes the entire team should come together early to set project parameters, define goals, and establish communication standards. Challenges are tackled through regular meetings and ongoing dialogue with clients and consultants, emphasizing collaborative problem-solving aligned with project objectives. **Projects: Village of Columbus Community Center, Town of Clayton Event Center and Rodeo**

Miguel Berastegui
Project Lead
With over 30 years of expertise in architecture and consulting, Miguel leads with a relentless commitment to design excellence and innovation. He has blended vision, strategy, and creativity to shape spaces that inspire. His extensive experience spans both public and private sectors, where he has successfully guided high-profile projects from concept to completion. Known for his strategic vision, Miguel specializes in creating sustainable, impactful spaces across urban hubs and mixed-use developments, interiors, and brand-driven environments. As a collaborative leader, he inspires project teams to deliver solutions that exceed client expectations and thoughtful energy to every layer of design. **Projects: Village of Columbus Community Center | Hurley GO Renovations**

Subconsultants

Stantec has the capacity and capability within New Mexico, with over 80 professionals within our five offices in Albuquerque, Las Cruces, Roswell, Silver

City, and Tucumcari working closely together. Project teams generally comprise people from multiple offices and our subconsultant partners. We have partnered with the following subconsultants:

Wright Engineering delivers structural engineering solutions you can trust alongside exceptional client service. Since their founding in 1997, they have aimed to be the firm of choice for top architects, builders, and owners. They strive to be a place where the best professionals want to work and a company that garners respect from their colleagues and competitors alike. Excellence is the minimum standard to which we hold ourselves. With offices strategically located in Atlanta, Dallas, Denver, Las Vegas, Orange County, Phoenix, and Salt Lake City, and licenses in all 50 states, they are poised and equipped to cater to your structural engineering needs nationwide.

Resolut MP (Formerly VBFA and BNA) is the result of a partnership between 2 firms, each founded in 1972. With 210 employees across 5 offices in Arizona, Utah, and Washington, they are a full-service Mechanical, Plumbing, Electrical, Fire Protection, Commissioning, and Technology engineering firm. RESOLUT also leads in Sustainable and Energy-Efficient solutions with added electrical specialties which include low voltage, acoustics, architectural lighting, safety and security, and audiovisual design.

RTM Engineering Consultants RTM, founded in 1981, has grown into a national leader in full-service MEP, Civil, and Structural engineering. With 550+ professionals licensed in all 50 states, RTM delivers practical, efficient solutions across education, government, healthcare, and commercial sectors. RTM brings deep expertise in mechanical, electrical, plumbing, fire protection, and technology systems with a strong focus on constructability, sustainability,

and code compliance. RTM offers a wide range of specialty services—including commissioning, energy modeling, arc flash studies, and low-voltage system design—providing added value throughout the project lifecycle. RTM has extensive experience with the City of Albuquerque and Bernalillo County, as well as open-ended contracts, and is well-versed in both teaming and serving as prime on projects.

ProDims in Arizona led by Duane Mask, provides construction management and estimating services for over 15 years.

Balis Company is an independent consulting firm founded in 1981 providing construction cost analysis. Located in Albuquerque, they provide construction cost estimating and project controls.

Kitchen, Restaurant & Bar Specialists (KRBS) is a food service design studio that crafts ideal working environments for foodservice professionals. Their team provides nationwide service and is led by Alec Bauer.

Verdacity was founded by Kris Callori, Verdacity operates from Albuquerque and provides sustainable design and planning services, technical analysis and construction services to meet sustainability and certification goals.

7.2 STANTEC REPRESENTATIVES/ PERSONNEL RESPONSIBLE FOR CONTRACT

Senior Principal-in-Charge

Jay Baptista, RA
Senior Principal

3133 W. Frye Road
Suite 300
Chandler, AZ 85226

Local Account Manager

Nitish Suvarna, AIA, NCARB, LEED AP BD+C Principal

NM 5129

6501 Americas Parkway NE
Suite 700
Albuquerque, NM 87110

Regional Account Manager

David Takeuchi, RA
Senior Associate

NM 6812

3133 W. Frye Road
Suite 300
Chandler, AZ 85226

7.3 LOCATIONS

Stantec Consulting Services Inc.
3831 E. Lohman Avenue 200
Las Cruces, NM 88011

Stantec Architecture Inc.
3133 W. Frye Road Suite 300
Chandler, AZ 85226

Page
6501 Americas Parkway NE Suite 700
Albuquerque, NM 87110

7.4 PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK

Local Account Manager

Nitish Suvarna, AIA, NCARB, LEED AP BD+C Principal

NM 5129

Regional Account Manager

David Takeuchi, RA
Senior Associate

NM 6812

Firm Qualifications

Founded in 1954, Stantec is a full-service professional consulting firm offering 21+ disciplines that provides a global network of experts working with clients, communities, and colleagues to develop and implement innovative solutions to the world's most complex challenges. Stantec has been performing engineering services in New Mexico for more than 40 years. The company unites 32,000 employees throughout over 450 offices across six continents.

Our Albuquerque office includes a team of 33 architects, designers, and technical professionals who live and work in the community. This locally based group combines deep regional knowledge with the resources and reach of a global design practice.

As of July 2025, Stantec acquired Page, expanding our architectural and engineering capabilities. Page adds 1,400 professionals with a strong portfolio in civic, healthcare, technology, and manufacturing design. Together, we offer a fully integrated architecture and engineering team equipped to deliver complex, multidisciplinary solutions tailored to the needs of the City of Las Cruces and similar agencies.

On Call Experience

Stantec brings more than 44 years of history in completing major infrastructure projects for municipal clients throughout New Mexico As a trusted partner to agencies across the state, our team has a deep understanding of local needs, regulatory frameworks, and delivery expectations. This legacy is now strengthened through our integration with Page — a nationally recognized architectural practice whose Albuquerque office is now part of the Stantec family.

Our local team can respond quickly and effectively to your needs with five New Mexico office locations, supported by our regional team in Phoenix to provide additional services and resources. We have direct experience with the types of projects anticipated under this on-call contract, including community facilities, behavioral health centers, justice facilities, early childhood education centers, and tenant improvements for city departments. Our Stantec team has worked in partnership for multiple architecture and engineering on calls and projects including our current on-call and federally funded projects. Additionally, our team has completed On Call Service work in Arizona with the Cities of Phoenix, Buckeye, Gilbert and the State of Arizona and participates in higher education on-call services with Arizona State University, Northern Arizona University, New Mexico State University and the University of New Mexico.

We understand the unique demands of on-call work, from navigating accelerated schedules and diverse

project types to maintaining quality and consistency across multiple task orders. Our past on-call contracts with counties, municipalities, and state agencies have demonstrated our ability to deliver on time and within budget, while adapting to evolving priorities and constraints. We attribute this success to strong internal coordination, dedicated project leads, and a focus on proactive communication with our clients.

Experience of Architecture Team

**Team member assignment and percentage based on project type*

	Percent Involvement*	Total Years of Experience	Programming	Existing Facilities Surveys	Feasibility Studies	As-Builts of Existing Facilities	Conditions Assessment	Economic Feasibility Studies	Site Analysis, Selection & Development Planning	On Site & Off-Site Utility Studies	Environmental Studies & Reports	Planning	Zoning Review	Code Review	Civil Design	Development of Standard Specification	Architectural Design	Early Work Package Development	Interior Design	Structural Design	Mechanical Design	Historic Architecture
Jay Baptista	5	40	•	•	•	•	•	•	•	•	•		•	•	•	•	•	•		•		
Nitish Suvarna	25	20	•	•	•	•	•	•	•	•	•	•	•	•		•	•	•	•			•
David Takeuchi	100	30	•	•	•	•	•	•	•	•	•		•	•		•	•	•				
Rebekah Bellum	75	19	•	•	•	•	•		•				•	•		•	•	•				•
Donna Marion	75	12	•	•	•	•	•		•				•	•		•	•	•	•			
Brian McClure	5	37	•	•	•	•	•	•	•	•	•		•	•		•	•	•				
Tim Cruz	75	30	•	•	•	•	•	•	•	•	•		•	•	•	•	•	•				
Miguel Berastegui	75	30	•	•	•	•	•	•	•	•	•		•	•		•	•	•				
Robyn Linstrom	35	26	•	•	•	•	•	•	•	•	•		•	•	•	•	•	•				
Christopher Quirk	55	40	•	•	•	•	•	•	•	•	•		•	•	•	•	•	•				•
Rhonda Bell	55	29							•	•		•	•									
Bradley Cowan	40	33							•	•		•	•									
Emily Richards	15	19	•	•															•			
Todd Probasco	5	29												•								
Rick Ziegler	40	20					•															
Steve Otero	5	39	•	•		•	•		•	•				•		•		•				
Colleen Ruiz	75	29							•	•					•							
Alan Dyck	75	21																	•			
Eric Martin	5	21																		•		
Scott Sellin	75	15																		•		
Henry Holtz	75	4																		•		
Emily Rinaldi-Williams	40	10																				•

By combining Stantec's robust infrastructure expertise with Page's architectural legacy and a talented, local team that understands City of Las Cruces's needs, we are well positioned to provide responsive, high-quality architectural services that support the City's goals.

Stantec's proven track record in New Mexico positions us to support the anticipated scope of this RFP. Our integrated team of engineers, architects, and project managers is prepared to apply lessons learned and best practices from past On-Calls to contribute to the success of upcoming initiatives. Occasionally, we will seek out partnerships with subconsultants for projects. Depending on project type, size, workload or fit, we work with several regional Structural, MEP and Commissioning Teams. Because of our diverse work type, our team is accustomed to work remotely throughout the United States and regularly have clients that select our subconsultants, request third party estimators or kitchen consultants.

EVALUATION CRITERIA 3: PERFORMANCE OF THE FIRM

8.1 PREVIOUS WORK/REFERENCES:

Arizona State University ARFQ and Research Lab ARFQ
On Call Architecture and Engineering Services
- Underground conduit and lighting replacement project
- Various laboratory renovations
- Classroom tenant improvements

Contact: Tom Lyons, Assistant Vice President FDM Capital Program Management | P: 808-721-8995

Alamogordo Architectural/Engineering Services
Architecture and Engineering Services
- Fire Station 2 Renovations

Contact: Justen Boyle, Sr. Project Manager | P: 575-290-9784

City of Bayard
Architecture and Engineering Services
- Bayard Little League Accessibility Improvements
- Bayard Fire and Public Safety Renovations

Contact: Martha Salas, Clerk Treasurer | P: 575-537-3327

Town of Hurley
Architecture and Engineering Services
- Hurley Recreation Center
- Hurley GO Renovations

Contact: Darlene McBride, Town Clerk | P: 575-537-2287

Village of Columbus
- Community Center Renovations

Contact: Mayor William Skinner | P: 915-526-2307

Village of Columbus Community Center

Location: Columbus, NM

Budget: Projected: $1.4M | Actual N/A

Schedule: Projected N/A | Actual: N/A

Conversion of existing school of approximately 16,900 SF for the Village for a Health and Wellness Center includes upgrades to 2,600 SF of entry areas, restrooms, and corridors, along with 5,000 SF of floor and wall finish replacements in adjacent rooms. The project also involves improvements to structural, plumbing, mechanical, and electrical systems within the restrooms and nearby corridors, as well as site enhancements featuring new gabion walls with signage.

Reference: Mayor William Skinner, (915) 526-2307

AJSD Master Plan & Administration Building

Location: Apache Junction, AZ

Budget: Projected: $8 million | Actual: N/A

Schedule: Projected: 2028 | Actual: TBD

Stantec provided master plan and design for a new campus for the Apache Junction Sewer District with flagship 13,000 SF administration building. Designed from premanufactured buildings, the program includes public utility services, offices, and staff amenities.

Reference: Darron Anglin, District Manager, (480) 941-6790

Town of Clayton Event Center & Rodeo

Location: Clayton, NM

Budget: Projected: 5M | Actual: N/A

Schedule: Projected N/A | Actual: N/A

An 83,000 SF event center will be built at the County Fairgrounds next to the outdoor rodeo arena. The prefabricated metal facility will feature a flexible dirt-floor indoor arena with seating for 1,200, a 6,000-square-foot convention center, and a 17,000-square-foot concourse with kitchen, concessions, restaurant/bar, meeting rooms, and offices. Upgrades include expanded parking for a variety of automotives, improved lighting, and accessibility.

Reference: Ferron Lucero, Town Manager Phone: (575) 374-8331

Hurley Recreation Center

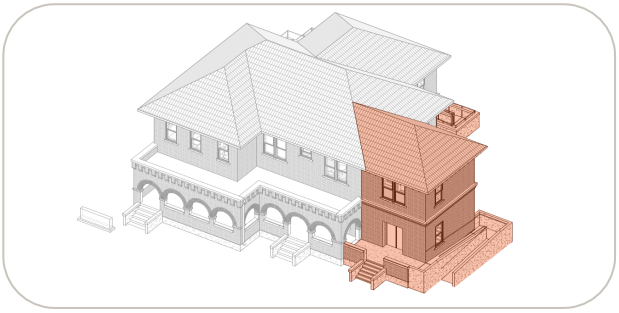
Location: Hurley, NM

Budget: Projected: $1.28M | Actual: $1.28M

Schedule: Projected N/A | Actual: N/A

The existing 3,215 SF American Legion building will be converted into a Recreation Center. Upgrades including a renovated kitchen, plumbing, accessible restrooms, and improvements to the existing stage. Interior renovations will showcase the building's steel truss while structural renovations will be completed to bring the building up to modern code compliance. Additional exterior renovations will include a new patio and gazebos.

Reference: Ed Stevens, Mayor, (575) 537-2032



Hurley GO Renovation

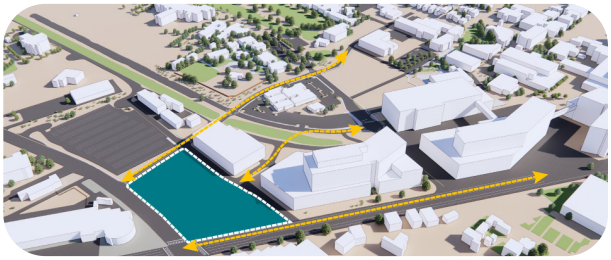
Location: Hurley, NM

Budget: Projected: TBD | Actual: N/A

Schedule: Projected: Early 2026 | Actual: TBD

Renovation of a historic 5,600-square-foot building to support administrative functions for the relocated town hall. Interior improvements include space planning and finish upgrades to accommodate offices, conference rooms, and vertical circulation. The project also entails upgrades to the structural and MEP systems. Exterior enhancements will feature new signage and improved accessibility for parking and the primary paths of travel to main entrances.

Reference: Ed Stevens, Mayor, (575) 537-2032



UNM School of Medicine Programming and Site Planning Study

Location: Albuquerque, NM

Budget: Projected: $850K | Actual: $850K

Schedule: Projected: 10/2024-3/2025 | Actual: 10/2024-3/2025

Stantec led a strategic programming and site selection study for the University of New Mexico's School of Medicine to support the state's growing healthcare workforce needs. The plan outlines a 330,000 GSF academic and research facility—designed to double the medical class size—and aligns with UNM's One University initiative to unify education, research, and service delivery. Our team delivered feasibility services, defined future-state spatial needs, and conducted a strategic assessment of Reginald Heber Fitz Hall and the Animal Resource Facility to identify opportunities for phased improvements and operational continuity1.

Reference: Stewart Livsie, Director, HSC Capital Projects, (505) 221-0527

2015 Thomas Street Facility Assessment and Adaptive Reuse Planning

Location: Houston, TX

Budget: Projected: N/A | Actual: N/A

Schedule: Projected: 09/2023-12/2023 | Actual: 9/2023-01/2024

Stantec partnered with Harris County to assess the adaptive reuse potential of the 100-year-old facility at 2015 Thomas Street. We conducted a full building and site evaluation, collaborated with County leaders and community stakeholders to explore future public-sector uses, and categorized existing conditions into three priorities: life safety and code compliance, occupancy-related upgrades, and long-term enhancements. Our team developed a two-tiered cost model and proposed community-focused ground floor and site improvements shaped by public input.

Reference: Cristal Williams, Project Manager, (713) 274-3887

City of Buda Municipal Complex – City Hall and Library

Location: Buda, TX

Budget: Projected: $18.3M | Actual: $18.5M

Schedule: Projected: 12/2016-4/2018 | Actual: 12/2016-4/2018

Stantec, in collaboration with Dewberry, delivered full architectural services for the new City of Buda Municipal Complex, a civic campus consolidating key departments and designed for long-term growth. Located on a nine-acre site along Main Street, the facility integrates with Buda's trail system and Stagecoach Park, preserving heritage oaks and activating public space. We led programming, design, and construction administration, working with City leaders and the community to create a transparent, accessible, and flexible hub for civic life. Public input shaped features like the dual-purpose Council Chambers, community meeting spaces, and a central lobby conceived as a civic "living room," all built with regionally inspired, energy-efficient materials.

Reference: Micah Grau, Assistant City Manager, (512) 523-1074

City of Uhland Municipal Complex Vision Plan

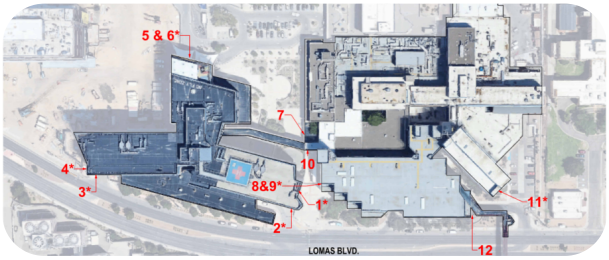
Location: Uhland, TX

Budget: Projected: N/A | Actual N/A

Schedule: Projected TBD | Actual: 6/2024-01/2025

Stantec partnered with the City of Uhland to develop a vision plan for a new municipal complex on a 20-acre greenfield site, addressing near-term needs and long-range growth. We provided site analysis, programming, master planning, and feasibility studies. The plan distributes key functions, City Hall, Police Department, Administrative Offices, and Event Space, across the site using a phased, scalable approach that respects Uhland's historic character while supporting future expansion. Our team worked closely with City leadership to align the plan with budget realities and community priorities. The result is a flexible civic framework that supports incremental development and evolving municipal services.

Reference: Lacee Duke, Mayor, (215) 398-7399



UNMH Signage Replacement

Location: Albuquerque, NM

Budget: Projected: -$1.4M | Actual: Final bid in progress, Projected $1.4

Schedule: Projected 8/19/2024 - 10/30/25 | Actual: **8**/19/2024 - TBD

Stantec provided architectural services through UNMH's Small Purchases model for the demolition and replacement of exterior signage at UNM Hospital, aligning design with current branding standards. Now in bidding and negotiation, the project is scheduled to be completed by the grand opening of the new hospital tower in October 2025. Our team addressed complex site conditions, including patching custom finishes and installing signage over 100 feet above grade without crane access. We delivered exterior design, extended bidding support, and full construction administration, minimizing disruption to hospital operations through primarily exterior work and targeted interior electrical upgrades.

Reference: Sandy Johnson, Architect/Health Facility Planner, (505) 710-1156

VENDER'S QUESSTIONAIRE

1. RFP Compliance Declaration

In compliance with the requirements of this RFP, I offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

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

☒ Please Confirm

2. NM Tax & Revenue Dept. CRS

03-179420-00-3

3. Current NM Secretary of State Business ID

L0794536048

4. Current CLC Business Registration

17418-24

5. Federal I.D. Number *

56-2220906 and 11-2167170

Stantec

Stantec is a global leader in sustainable engineering, architecture, and environmental consulting. The diverse perspectives of our partners and interested parties drive us to think beyond what's previously been done on critical issues like climate change, digital transformation, and future-proofing our cities and infrastructure. We innovate at the intersection of community, creativity, and client relationships to advance communities everywhere, so that together we can redefine what's possible.

Stantec Architecture Inc.
3133 W Frye Road Suite 300
Chandler, AZ 85226
www.stantec.com

City of Las Cruces

Request for Proposal # 25 – 26 - 004
Architectural & Engineering Services
Cost Proposal

Sept 9, 2025

Stantec Architecture Inc

COST MATRIX ONE

Delivered Services

Line Item	Description	Fee	Percentage
1	Services up to and including the completion of Design Development; including the delivery of Design Development documents.	Not to exceed % of the estimated cost of construction	3%-3.5%
2	Services from the completion of Design Development up to and including the completion of construction documents; including the delivery of specifications, drawings and bid documents.	Not to exceed % of the estimated cost of construction	5.5%-5%
3	Services from the delivery of construction and bid documents up to and including the completion of construction contract administration; including the delivery of contract closeout documents.	Not to exceed % of the estimated cost of construction	2%-3%

Note: Rates for services will be computed mathematically from the Rate Schedule Graph attached to GSD Rule No. 85-510 of Section 13-1 NMSA 1978 based on 4%-11.5.% of construction costs.

APPENDIX G

ARCHITECT RATE SCHEDULE

Schedule to be used in conjunction with Building Types Groups A-D

Construction Cost	GROUP A	GROUP B	GROUP C	GROUP D
$100,000	11.50	10.00	9.00	8.00
$125,000	11.31	9.83	8.83	7.81
$150,000	11.15	9.69	8.69	7.65
$175,000	11.01	9.57	8.57	7.51
$200,000	10.90	9.47	8.47	7.40
$225,000	10.80	9.38	8.38	7.30
$250,000	10.70	9.30	8.30	7.20
$275,000	10.62	9.23	8.23	7.12
$300,000	10.55	9.17	8.17	7.05
$325,000	10.48	9.10	8.10	6.98
$350,000	10.41	9.05	8.05	6.91
$375,000	10.35	9.00	8.00	6.85
$400,000	10.30	8.95	7.95	6.80
$425,000	10.24	8.90	7.90	6.74
$450,000	10.19	8.86	7.86	6.69
$475,000	10.15	8.82	7.82	6.65
$500,000	10.10	8.78	7.78	6.60
$525,000	10.06	8.74	7.74	6.56
$550,000	10.02	8.70	7.70	6.52
$575,000	9.98	8.67	7.67	6.48
$600,000	9.94	8.64	7.64	6.44
$625,000	9.91	8.61	7.61	6.41
$650,000	9.87	8.58	7.58	6.37
$675,000	9.84	8.55	7.55	6.34
$700,000	9.81	8.52	7.52	6.31
$725,000	9.78	8.49	7.49	6.28
$750,000	9.75	8.47	7.47	6.25
$775,000	9.72	8.44	7.44	6.22
$800,000	9.69	8.42	7.42	5.19
$825,000	9.67	8.40	7.40	6.17
$850.000	9.64	8.37	7.37	6.14
$875,000	9.62	8.35	7.35	6.12
$900,000	9.59	8.33	7.33	6.09
$925,000	9.57	8.31	7.31	6.07
$950,000	9.54	8.29	7.29	6.04
$975,000	9.52	8.27	7.27	6.02
$1,000,000	9.50	8.25	7.25	6.00
$1,500,000	9.15	7.94	6.94	5.65
$2,000,000	8.90	7.72	6.72	5.40
$2,500,000	8.70	7.55	6.55	5.20
$3,000,000	8.55	7.42	6.42	5.05
$3,500,000	8.41	7.30	6.30	4.91
$4,000,000	8.30	7.20	6.20	4.80
$4,500,000	8.19	7.11	6.11	4.69
$5,000,000	8.10	7.05	6.03	4.60
$5,500,000	8.02	6.95	5.95	4.52
$6,000,000	7.94	6.89	5.89	4.44
$6,500,000	7.87	6.83	5.83	4.37
$7,000,000	7.81	6.77	5.77	4.31
$7,500,000	7.75	6.72	5.72	4.25
$8,000,000	7.69	6.67	5.67	4.19
$8,500,000	7.64	6.62	5.62	4.14
$9,000,000	7.59	6.58	5.58	4.09
$9,500,000	7.54	6.54	5.54	4.04
$10,000,000	7.50	6.50	5.50	4.00

Note: These rates have been computed mathematically from the Rate Schedule Graph attached to GSD Rule No. 85-510 of Section 13-1-124 NMSA 1978.

BUILDING TYPE GROUP SCHEDULE

GROUP

A SPECIALIZED PROJECTS

Broadcast and Telecast Facility
Concert Hall
Data Processing Center
Detention Facility
Emergency Operating Center
Fish Hatchery and Rearing Facility
Hospital
Laboratory
Museum
Research Facility

B COMPLEX PROJECTS

Animal Control Facility
Auditorium
Church
Clinic
Convention Center
Court House
Educational Building
(w/special Facilities such as Trade, vocation, etc.)
Fitness Center
Laundry
Library
Zoo Facility
Medical Center
Mortuary
Parking Structure (enclosed)
Repair Garage
Residence (custom)
Restaurant
Swimming Pool (enclosed)
Synagogue
Theater
Transportation Terminal
Transportation Terminal

C AVERAGE PROJECTS

Apartment Building
Armory
Bakery
Fire Station
Gymnasium Building
Recreation Building
Retail Store
Educational Building
(without special facilities)
(open air)
Police Administration
Chapel
Community Center
Dormitory
Office Building
Parking Structure
Bank
Cafeteria
Hotel
Industrial Building
Motel

D SIMPLE PROJECTS

Airplane Hangar
Barn
Residence
Stadium (open air)
Warehouse

Comfort Station
Swimming Pool (open air)
Garage (without repair work)

COST MATRIX TWO

Project Assignment

Line Item	Description	Unit of Measure	Unit Cost
1	Senior Principal-In-Charge	Hourly Rate	**$260.00**
2	Principal	Hourly Rate	**$246.00**
3	Program Manager/Associate	Hourly Rate	**$221.00**
4	Project Architect / Project Engineer	Hourly Rate	**200.00**
5	Architect	Hourly Rate	**221.00**
6	Engineer (Structural, Mechanical, Electrical, Civil)	Hourly Rate	**221.00**
5	Landscape Architect	Hourly Rate	**200.00**
6	Interior Designer	Hourly Rate	**200.00**
8	Drafter	Hourly Rate	**$246.00**
9	Specification Writer	Hourly Rate	**$163.00**
10	Administration / Clerical	Hourly Rate	**$130.00**

CERTIFICATE OF LIABILITY INSURANCE

10/1/2025

DATE (MM/DD/YYYY): 9/5/2024

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 Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1414100 STANTEC ARCHITECTURE INC. 410 17TH STREET SUITE 1400 DENVER CO 80202-4427 EDMONTON, AB - GENERIC $3M	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Berkshire Hathaway Specialty Insurance Company — 22276 **INSURER B :** AIG Specialty Insurance Company — 26883 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 14182349 **REVISION NUMBER:** XXXXXXX

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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			NOT APPLICABLE			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE 	$ XXXXXXX $ XXXXXXX $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A A	Professional Liab	N	N	47-EPP-308810 NO RETROACTIVE DATE	10/1/2024	10/1/2025	$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS	
B	Contractors Pollution Liab			CPO8085428	10/1/2023	10/1/2025	$3,000,000 PER LOSS/AGG	

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

CERTIFICATE HOLDER

14182349
TO WHOM IT MAY CONCERN

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/1/2026 4/29/2025

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 Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1415077 STANTEC ARCHITECTURE INC. 410 17TH STREET SUITE 1400 DENVER CO 80202-4427	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property Casualty Company of America — 25674 INSURER B : Berkshire Hathaway Specialty Insurance Company — 22276 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 14193503 **REVISION NUMBER:** XXXXXXX

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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL/CROSS X XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	N	N	47- GLO-307584 -07	5/1/2025	5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 2,000,000 $
A A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	N	N	TC2JCAP- 8E086819-TIL-25 TJBAP- 8E086820-TIL-25	5/1/2025 5/1/2025	5/1/2026 5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	47- UMO-307585-07	5/1/2025	5/1/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $ XXXXXXX
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	UB- 3P635310-25-51-K (AOS) UB-3P533004-25-51-R(MA,WI) EXCEPT FOR OH ND WA WY	5/1/2025 5/1/2025	5/1/2026 5/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

14193503
TO WHOM IT MAY CONCERN

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

Joseph M Agnello

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ATTACHMENT A

CITY OF LAS CRUCES

Term Contract for Architectural and Engineering Services
Contract Number 25-26-004

Project Order	Number (#)	**Architect/Engineer:**	
Fee Proposal		**A/E's project manager:**	
Date Requested:			*(to be completed by A/E)*
Notice to Proceed:		**Project Manager e-mail:**	
Date Issued:			*(to be completed by A/E)*

Project Order Title:
Insert title here
Physical address / location here, if applicable

This Project Order, Number (Enter Number), is issued pursuant to the Agreement Between Owner and Architect, dated (Contract Date), between the City of Las Cruces and Stantec Architecture Inc., incorporated herein by reference.

Scope of Work:
The scope of work for which Architect's Services are to be performed under this Project Order is generally described as:

-

A/E personnel and sub-consultants:
The A/E staffs the project orders as generally identified by function and/or discipline in the proposal and as specifically listed herein to work on this Project Order. *(to be completed by A/E)*

Schedule:
Number of calendar days required to provide Architect's Basic Services through the completion of construction documents: _____
(to be completed by A/E)

Compensation:
The A/E shall perform all architectural and engineering services required for the completion of this Project Order's scope of work for the basic compensation computed as follows:

For the services as described in the (Scope of Work above, attached document, etc.) _____ ($ _____)
(to be completed by A/E)

For services from the delivery of construction and bid documents to the completion of construction contract administration, a lump sum of _____ ($ _____)
(to be completed by A/E)

or, based on the hourly rates listed in the fee proposal,

a fixed not-to-exceed amount of _____ ($ _____)
(to be completed by A/E)

The basic compensation proposed above shall be subject to negotiation and revision. Any such revision made by the Owner shall be agreed to by the A/E prior to this Proposal Request becoming a Notice to Proceed.

Fee proposal revisions:

Proposed Fee ($)	Revised Fee ($)	Revised by Owner *(date)*	Accepted by A/E *(date)*

Project Order Proposal Submitted By:

Architect/Engineer

By: _____
(signature) *(date)*

Name: _____

Title: _____

Project Order Proposal Accepted By:

Owner

By: _____
(signature) *(date)*

Name: _____

Title: _____

Attachments:

1.
2.
3.

EXHIBIT "R"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of February 2026 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Stubbs Engineering, Inc., of 277 East Amador Avenue, Suite 200, Las Cruces, New Mexico, 88001, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
On-call Architectural and Engineering services on an as-needed basis via Project Order (Attachment A) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 25-26-004, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

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

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as outlined in Exhibit A, at an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project(s) that are required by the CITY and it will serve the CITY diligently and

faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2026 for a term of five years through April 30, 2031, for a term of five (5) years.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY, and as agreed to for each project assigned under the terms of this Agreement.

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

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

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

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

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

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

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

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

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

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

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

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

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

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

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

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Sreedevi Bhathala Mohanraj
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Stubbs Engineering, Inc. 277 East Amador Avenue, Suite 200 Las Cruces, New Mexico 88001 ATTENTION: Michael Stubbs

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.

STUBBS ENGINEERING, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

for BD 12/11/2025
City Attorney

EXHIBIT A

A. Project assignment is initiated by the City providing the CONTRACTOR a detailed project description, including scope of work and any other special instructions needed by the CONTRACTOR to provide complete services necessary for carrying out the work presented by the City. The CONTRACTOR shall provide services that may include, but not be limited to, the following:

    1. Pre-Design Services including but not limited to cost estimating, programming, building code reviews, master planning, and feasibility studies
    2. Preliminary and Schematic Design Services
    3. Design Development Services
    4. Construction Documents Services
    5. Design Services may include architectural, civil, structural, mechanical, electrical engineering, plumbing, and landscape architectural services
    6. Construction Contract Procurement (Bidding or Negotiation) Services
    7. Construction Contract Administration Services
    8. Other types of professional services of a nature consistent with the intent of the RFP, i.e. gathering public input, public meetings, Council meetings
    9. Contact authorities having jurisdiction

B. Documents required to be prepared by the CONTRACTOR will vary depending on the scope of work of the individual Project Order; generally, may consist of the following but not limited to:

    1. Pre-Design Services shall consist of a written program, diagrams and drawings containing design objectives, space requirements, space relationships, flexibility and expandability, site and landscaping requirements, and construction cost estimates.
    2. Preliminary and Schematic Design documentation shall consist of conceptual site and building plans, study models, perspective sketches, electronic modeling, or combinations of these media; and construction cost estimates.
    3. Design Development and Construction Documents Services consist of specifications, drawings, and bid documents.
    4. Construction Contract Administration documentation shall consist of copies of field reports, shop drawings, progress photographs, and drawings of record.
    5. Documents prepared by the CONTRACTOR for use by the City shall be delivered in electronic format in an application acceptable to the City; typically, MSWord, Excel, Building Information Modeling (BIM), and Autocad (latest version). Documents specifically for use in bidding the

work of a Project Order shall be delivered to the City in an acceptable Americans with Disabilities Act (ADA) format.

C. The CONTRACTOR shall also be able to provide the services of specific sub-consultants, including but not limited to the following:

1. Landscape Architect
2. Interior Designer
3. Professional Engineers (Civil, Structural, Electrical, Mechanical)
4. Specialized Consultants (e.g. Architectural Programming, Acoustics, Environmental Assessments, LEED certification, Historic Building Preservation / State Historic Preservation Office [SHPO])

City of Las Cruces

Procurement

-, -

700 N. Main Street, Las Cruces, NM 88001

[STUBBS ENGINEERING, INC.] RESPONSE DOCUMENT REPORT

RFP No. 25-26-004

Architectural & Engineering Services

RESPONSE DEADLINE: September 9, 2025 at 4:00 pm

Report Generated: Thursday, November 20, 2025

Stubbs Engineering, Inc. Response

CONTACT INFORMATION

Company:
Stubbs Engineering, Inc.

Email:
marketing@stubbseng.com

Contact:
Michael Stubbs

Address:
277 East Amador Ave
Suite 200
Las Cruces, NM 88001

Phone:
N/A

Website:
www.stubbseng.com

Submission Date:
Sep 8, 2025 4:00 PM (Mountain Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 29, 2025 2:40 PM by Michael Stubbs

Addendum #2
Confirmed Aug 29, 2025 2:40 PM by Michael Stubbs

Addendum #3
Confirmed Sep 8, 2025 9:18 PM by Michael Stubbs

QUESTIONNAIRE

1. RFP Compliance Declaration*

In compliance with the requirements of this RFP, I offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

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

Confirmed

2. NM Tax & Revenue Dept. CRS

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

03-194454-00-0

3. Current NM Secretary of State Business ID

Corporations Only

4308441

4. Current CLC Business Registration

Respondents located in Las Cruces only

11010-23

5. Federal I.D. Number *

611618330

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

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

At Stubbs Engineering, Inc., we are committed to delivering creative, economical, and high-quality structural designs that align with our clients' aesthetics while maintaining cost efficiency. With a strong foundation in both structural and construction engineering, we offer a comprehensive range of services that span the entire project lifecycle, from initial concept to final construction. We thrive on developing innovative, outside-the-box solutions to meet our clients' visions and project goals, ensuring that every project is approached with precision, creativity, and a focus on long-term value.

Our technical approach is rooted in a deep understanding of structural engineering principles, construction methodologies, and client needs. By combining industry expertise, advanced techniques, and a collaborative mindset, we ensure that each project is executed efficiently, safely, and in alignment with our clients' expectations. Below is an overview of the structured process that guides our technical approach:

1. Initial Assessment and Planning

The foundation of every successful project begins with a thorough assessment and thorough planning. We conduct detailed site visits to gather critical data, including existing conditions, geotechnical reports, and architectural plans. This information is essential for understanding the unique challenges and opportunities of each project.

Collaboration with our clients is a key component of this phase. We work closely with all team members to define project objectives, constraints, and desired outcomes. This ensures that we have a clear understanding of the project vision and priorities. We also

perform feasibility studies and preliminary cost estimates to establish a realistic outline for the project, allowing our clients to make informed decisions early in the process.

2. Structural Analysis and Design

We conduct thorough structural analysis to evaluate loads, stresses, and performance criteria, ensuring that our designs are optimized for safety, durability, and efficiency. Our engineers develop structural designs that carefully balance functionality, aesthetics, and cost-effectiveness.

By considering multiple design options, we identify solutions that meet technical requirements while aligning with our clients' budgets and aesthetic preferences. Our expertise in materials such as steel, concrete, wood, masonry, and aluminum allows us to create versatile and innovative designs tailored to the unique needs of each project.

3. Construction Documentation

Clear and accurate construction documentation is critical to the success of any project. We prepare detailed construction drawings and specifications that effectively communicate design intent to contractors, subconsultants, and other team members.

We ensure that all documentation is coordinated and compliant with local building codes and regulations. This minimizes the risk of errors or miscommunication during construction, contributing to a smoother and more efficient construction process, saving both time and money.

4. Project Management and Coordination

Effective project management is at the heart of our technical approach. We oversee project schedules, budgets, and resource allocation to ensure that each project is delivered on time and within budget.

We serve as the primary point of contact for our clients, providing regular updates and addressing any concerns promptly. Our team also coordinates with subconsultants, contractors, and other team members to maintain alignment on the project and resolve challenges efficiently. This collaboration builds strong relationships and ensures that all parties are working toward a common project goal.

5. Construction Administration and Quality Assurance

During the construction phase, we provide on-site support to ensure that the project is executed in accordance with the design intent. Our team reviews submittals, responds to RFIs, and conducts inspections to verify compliance with plans and specifications.

We address unforeseen conditions or challenges with practical, timely solutions, minimizing disruptions to the construction schedule. Final inspections and as-built documentation are performed to confirm that the completed project meets client expectations and adheres to all required standards.

MAJOR TASKS TO BE ACCOMPLISHED*

At Stubbs Engineering, we pride ourselves on offering a comprehensive range of structural engineering services tailored to meet the unique needs of our clients. Our expertise spans from new construction to renovations, repairs, and on-call services, ensuring that we can address a wide variety of project requirements. Over the last 15 years, we have built and maintained strong relationships with architects, civil engineers, geotechnical engineers, mechanical engineers, and electrical engineers. These partnerships have allowed us to complete a wide variety of projects by leveraging the expertise of these consultants.

In the event that a project requires expertise beyond our core capabilities, we can hire subconsultants to assist in the completion of the work. This ensures that a proper design team is assembled to meet the specific needs of each project. Under this proposal, a wide variety of projects could be awarded as part of an on-call agreement. Below is an overview of the major tasks we are capable of completing:

1. Structural Construction Documents
2. Feasibility Studies
3. Forensic Engineering
4. Review and Repair Design for Foundations
5. Peer Reviews
6. Construction Administration
7. Preliminary Investigation
8. Schematic Design
9. Design Development
10. Construction Documents

11. On-Call Services

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

At Stubbs Engineering, we are dedicated to delivering comprehensive structural engineering solutions that address the diverse needs of our clients. From new construction to renovations, repairs, and on-call services, our team is equipped to handle projects of all sizes and complexities. Each task we undertake is guided by a commitment to quality, innovation, and client satisfaction. By leveraging our extensive experience, collaborating with trusted subconsultants, and maintaining strong relationships with industry professionals, we ensure that every project is executed efficiently and to the highest standards. The following sections outline the key services we provide, detailing how we approach each task to deliver exceptional results for our clients.

1. Structural Construction Documents

We prepare detailed drawings and specifications for the structural components of buildings, bridges, monorails, jib cranes, and industrial facilities. These documents serve as the foundation for both new construction and renovation projects, ensuring that all structural elements are clearly defined and compliant with applicable codes and standards.

Our team works closely with clients, architects, and contractors to ensure that the construction documents reflect the project's vision while maintaining cost efficiency and constructability. Whether designing a new facility or retrofitting an existing structure, we focus on delivering accurate and comprehensive documentation to guide the construction process.

2. Feasibility Studies

Before a project begins, we conduct feasibility studies to evaluate its viability. This includes analyzing site conditions, assessing potential design options, and providing preliminary cost estimates. These studies help clients make informed decisions by identifying potential challenges and opportunities early in the process.

For example, during the redesign of a medical office building for Rio Grande Medical Group, our feasibility study revealed that switching from steel to wood framing would significantly reduce costs while maintaining the project's functionality and aesthetic goals. This allowed the project to stay within budget without compromising quality.

3. Forensic Engineering

We specialize in investigating and diagnosing structural issues in buildings and other structures. Our forensic engineering services include identifying the causes of distress, corrosion, or damage and recommending practical repair solutions.

For instance, when a pedestrian bridge at Bassett Middle School in the El Paso Independent School District showed significant concrete spalling, we quickly conducted an investigation to assess the extent of the damage. Our team provided repair recommendations using proprietary mortars, ensuring the bridge was restored to a safe and functional condition for students and faculty.

4. Review and Repair Design for Foundations

Foundations are critical to the stability and longevity of any structure. We evaluate existing foundations experiencing issues such as differential movement, cracking, settlement, or distress. Based on our findings, we develop construction documents for the necessary repairs, ensuring the foundation's integrity is restored.

Our expertise in foundation repair has been applied to a variety of projects, including residential, commercial, and municipal buildings, where we've addressed issues ranging from minor cracking to significant settlement problems.

5. Peer Reviews

We provide peer review services to evaluate designs prepared by other professionals. This includes checking for compliance with current codes, assessing constructability, and identifying opportunities for value engineering.

By offering a fresh perspective, we help clients avoid potential issues during construction, identify cost-saving opportunities, and ensure that the final design aligns with their goals. This not only enhances the overall quality of the project but also ensures that it is delivered within budget.

6. Construction Administration

During the construction phase, we provide thorough oversight to ensure the project is executed in alignment with the design intent. Our responsibilities include conducting site visits, reviewing material testing and special inspections, evaluating pay applications, and facilitating construction site meetings.

For instance, during the repair of a collapsed utility tunnel at New Mexico State University, we worked closely with contractors to oversee the implementation of both temporary bracing and permanent repairs. Our active involvement ensured the project was completed safely and efficiently, despite tight time constraints. These tunnels, which supply chilled air and water to the dormitories, collapsed just as students were moving in, making it critical to have them repaired and operational as quickly as possible.

7. Preliminary Investigation

Before beginning design work, we gather as much information as possible about the project. This includes conducting site assessments, obtaining as-built information, and performing any necessary testing or surveys. This phase is critical for identifying potential challenges and ensuring that the design process is based on accurate and comprehensive data.

8. Schematic Design

In the schematic design phase, we refine the project scope and develop initial design schemes. This collaborative process allows clients to provide input and ensures that the design aligns with their goals and expectations. By exploring multiple design options, we help clients make informed decisions about the direction of the project.

9. Design Development

Building on the findings from the preliminary investigation and schematic design phases, we create a cohesive design package for client review. This package provides a clear representation of the project and allows for further input before finalizing the design.

10. Construction Documents

Once the design is approved, we prepare the final construction documents, including detailed drawings and specifications. These documents are essential for bidding and construction, providing contractors with the information they need to execute the project successfully.

11. On-Call Services

We understand that some projects require immediate attention, especially those involving structural investigations, monitoring programs, or repair designs. Our on-call services allow us to respond quickly to urgent needs, providing timely and effective solutions. With our central location in downtown Las Cruces and close proximity to City Hall, we are ideally positioned to handle on-call projects efficiently. This accessibility ensures that we can be readily available for site visits, meetings, and any immediate project needs, helping on-call projects run smoothly from start to finish.

For example, through an on-call agreement with New Mexico State University, we assisted their Fire Department when they received new, larger trucks to better serve the campus. The trucks could not fit in the bay with the existing doors, so Stubbs was called upon to expand the door openings to accommodate the new vehicles. New doors were installed on the south side of the station, as the retraction of the doors when moving the trucks in and out of the bay would exceed the ceiling height. On the north side of the building, cracks caused by the framing expansion were assessed and reinforced to ensure the structural integrity of the structure.

Stubbs Engineering's Commitment

Stubbs Engineering provides a wide range of services that may not be included in a newly designed structure but could be utilized during this on-call agreement. By collaborating with trusted subconsultants and leveraging our extensive experience, we ensure that every project is completed efficiently and to the highest standards. Whether addressing urgent repairs or designing new structures, we approach every task with the same dedication to quality, innovation, and client success.

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

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

Stubbs Engineering, Inc. has a highly qualified team of professionals who will be assigned to provide structural engineering services for the City of Las Cruces. Below are the key personnel, their experience, areas of competence, and the percentage of time they will dedicate to the project:

- Michael A. Stubbs, PE, SE, DBIA – President
  - Experience: Over 20 years of experience in structural and construction engineering, with expertise in managing complex projects and providing economical solutions. Michael oversees all projects, ensuring client needs are met with high-quality deliverables.
  - Areas of Competence: Structural design, project management, construction administration, and cost estimating.
  - Percent of Time Assigned: 15%
- Renato "Rey" Pallera – Staff Engineer
  - Experience: With extensive experience in structural engineering and project management, Rey specializes in delivering complex engineering designs and ensuring seamless project execution. Rey serves as the primary point of contact for clients, providing clear communication and strong relationships throughout the project lifecycle.

- **Areas of Competence:** Advanced structural design, project oversight, scheduling, budgeting, resource allocation, risk management, and quality assurance. Rey ensures that projects are completed on time, within budget, and to the highest standards of quality.
- **Responsibilities:** Rey leads the coordination of multidisciplinary teams, manages project timelines and deliverables, and proactively addresses challenges to maintain project momentum. Additionally, Rey ensures compliance with all relevant codes and standards while keeping clients informed and engaged at every stage.
- **Percent of Time Assigned:** 35%

- **Iryna Plaksina- Junior Engineer in Training**
  - **Experience**: As a Junior Engineer in Training, Iryna brings a fresh perspective and a strong foundation in structural engineering principles. She actively supports project teams by assisting with design calculations and analysis, ensuring accuracy and efficiency in deliverables.
  - **Areas of Competence**: Structural analysis, technical research and assisting in construction documentation.
  - **Percent of Time Assigned**: 14%
- **Guillermo "Memo" Holguin – CTO**
  - **Experience**: Oversees all drafting, modeling, and production of drawings. Memo ensures consistent quality and accuracy across all projects and manages a team of three drafting technicians.
  - **Areas of Competence**: BIM management, drafting, and production system development.
  - **Percent of Time Assigned**: 10%
- **Drafting Team**
  - **Experience**: Two drafting technicians with expertise in producing detailed and accurate construction documents.
  - **Areas of Competence**: Drafting and detailing.
  - **Percent of Time Assigned**: 25%
- **Administrative Support**

- **Experience**: Provides project coordination, document control, and scheduling support.
- **Areas of Competence**: Administrative support and client communication.
- **Percent of Time Assigned**: 1%

The following pages contain resumes for our key team members who will oversee the work for the City of Las Cruces.

Michael A. Stubbs, PE SE DBIA, President

Bio

As the President and Principal Engineer for Stubbs Engineering, Inc., Michael Stubbs oversees the design and construction of all projects. His experience with complicated structures and project management on the design and construction sides of projects, gives him a unique approach to problem solving. Michael approaches each project looking for ways to obtain the client's functional and aesthetic needs while maintaining the most economical solutions.

Mr. Stubbs graduated from NMSU and went to work for a New Mexico owned Structural and Civil Engineering firm. After three years with that firm, he decided to broaden his horizons and moved to Dallas. He was also the President of a joint venture between an Engineering firm and a Steel Fabricator, in which he provided both design and construction services. After nine years in Dallas, Mr. Stubbs returned home and founded Stubbs Engineering, Inc in 2010.

Certifications

- Certified Design Build Professional– Design Build of America 2008
- Designated Model Law Structural Engineer by NCEES

Professional Licensure

- New Mexico- 16814

Education

- Bachelor of Science in Civil Engineering- 1998 New Mexico State University.

Guillermo “Memo” Holguin, CTO

Bio

In his role as the Chief Technology Officer at Stubbs Engineering, Memo Holguin assumes the position overseeing not only the production of precise and construction-friendly drawings but also spearheading the implementation of cutting-edge technological solutions to streamline design processes. With a focus on accuracy and efficiency, Memo will lead initiatives to leverage advanced software tools and innovative methodologies to ensure that our engineering team delivers drawings that not only meet industry standards but also optimize the construction workflow.

Certifications

- Certified- Revit Structure- Autodesk

Education

- Associate degree in general studies- 2012 Dona Ana Community College
- Associate degree in Applied Architectural Technology- 2013 Dona Ana Community College
- Associate degree in Pre-Architecture - 2014 Dona Ana Community College

Renato “Rey” Pallera, Staff Engineer

Bio

In his role as a Staff Engineer and Project Manager at Stubbs Engineering, Rey Pallera plays a pivotal part in driving projects from concept to completion with precision. Combining his technical expertise with strong leadership skills, Rey oversees the development of detailed, construction-ready designs while ensuring seamless coordination across teams. With a focus on delivering projects on time and within budget, Rey leverages innovative solutions and strategic planning to uphold the highest standards of quality.

Professional Licensure

- Has taken and Passed the PE exam, is currently waiting on licensure numbers from NM and TX.

Education

- Bachelor of Science in Civil Engineering- 2020 University of Texas at El Paso

Iryna Plaksina, Junior Engineer in Training

Bio

In her role as a Junior Engineer in training at Stubbs Engineering, Iryna Plaksina contributes to the creation of accurate and construction-ready designs while honing her technical expertise under the guidance of seasoned professionals. With a passion for innovation and a commitment to precision, Iryna is actively involved in learning and applying advanced engineering tools and methodologies to support the team in delivering high-quality, efficient solutions.

Professional Licensure

- New Mexio EIT- 7862

Education

- Master of Science in Civil Engineering- 2024 New Mexico State University
- Bachelor of Science in Civil Engineering- 2025 New Mexico State University

PRINCIPAL MEMBER/OFFICER OF THE FIRM RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT*
Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.

Michael A. Stubbs, PE, SE, DBIA, will oversee and be responsible for all contracts administered through the City of Las Cruces.

- **Name**: Michael A. Stubbs, PE, SE, DBIA, President
- **Address**: 277 E. Amador Ave., Suite 200, Las Cruces, NM 88001
- **New Mexico Registration**: PE License #16814 (Licensed since 2004)

We recognize that projects awarded under this contract will vary widely in scope and complexity. To address these diverse needs, we leverage an extensive network of industry experts with whom we've built strong, successful partnerships over the past 15 years.

For specialized engineering requirements, we collaborate with Souder Miller and Associates for all Civil Design work and RBM Engineering for Mechanical, Electrical, and Plumbing (MEP) designs. When architectural expertise is needed, we partner with ASA Architects and AKS Architects to deliver exceptional results.

For any additional specialized needs, we utilize our industry connections to identify and engage the right firm for the job. Our well-established relationships with local architects, engineers, geotechnical consultants, surveyors, and designers enable us to assemble the ideal team for each project, ensuring its successful execution and completion.

Key Partners:

- Souder Miller and Associates: 3500 Sedona Hills Pkwy, Las Cruces, NM 88011
- RBM Engineering: 1065 S Main Street Suite A, Las Cruces, NM 88005
- ASA Architects: 201 S. Alameda Blvd., Las Cruces, NM 88005
- AKS Architects: 1691 Hickory Loop, Las Cruces, NM 88005

LOCATION(S) OF OFFICE(S) *
Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

Work for the City of Las Cruces will be completed entirely from our Las Cruces office, ensuring a local focus on every project. Conveniently located in downtown Las Cruces, just a few blocks from City Hall, our office serves as a central hub, making us easily accessible for site visits or in-person meetings. This prime location allows us to maintain close communication with clients and respond quickly to project needs, all while being deeply connected to the community we serve.

In the rare event that the Las Cruces office becomes overloaded, we have the capability to workshare with our El Paso and Fort Worth offices. This collaboration allows us to leverage additional resources and expertise to ensure projects remain on schedule and within budget, eliminating the need for time extensions.

To maintain consistency and quality, we follow company-wide standards and protocols across all offices. These guidelines ensure that, regardless of which office contributes to a project, the work meets our high standards and aligns with our clients' expectations. While

we are confident that the Las Cruces office will manage all aspects of the work, this ability to collaborate across offices adds an extra layer of flexibility and reliability, ensuring every project is delivered successfully and on time.

PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK *
Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.

The professional responsible for overseeing all work completed for the City of Las Cruces will be:

Name: Michael A. Stubbs, PE, SE, DBIA

Address: 277 E. Amador Ave., Suite 200, Las Cruces, NM 88001

New Mexico Registration: PE License #16814 (Licensed since 2004)

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

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

8.1_Previous_Work_-_Reference.pdf

PRICE TABLES

COST MATRIX ONE

Delivered Services

Line Item	Description	Fee	Percentage
1	Services up to and including the completion of Design Development; including the delivery of Design Development documents.	Not to exceed % of the estimated cost of construction	30%
2	Services from the completion of Design Development up to and including the completion of construction documents; including the delivery of specifications, drawings and bid documents.	Not to exceed % of the estimated cost of construction	50%
3	Services from the delivery of construction and bid documents up to and including the completion of construction contract administration; including the delivery of contract closeout documents.	Not to exceed % of the estimated cost of construction	20%

COST MATRIX TWO

Project Assignment

Line Item	Description	Unit of Measure	Unit Cost
1	Principal-In-Charge	Hourly Rate	$330.00
2	Project Architect / Project Engineer	Hourly Rate	$150.00
3	Architect	Hourly Rate	$0.00
4	Engineer (Structural, Mechanical, Electrical, Civil)	Hourly Rate	$125.00
5	Landscape Architect	Hourly Rate	$0.00
6	Interior Designer	Hourly Rate	$0.00

Line Item	Description	Unit of Measure	Unit Cost
7	Cost Estimator	Hourly Rate	$0.00
8	Drafter	Hourly Rate	$155.00
9	Specification Writer	Hourly Rate	$0.00
10	Administration / Clerical	Hourly Rate	$85.00

COST MATRIX TWO CONT.

Project Assignment - Please list the position title and hourly rate for any other staff positions that are not included in the previous table.

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
1	Other (List)	Hourly Rate		$0.00
2	Other (List)	Hourly Rate		$0.00
3	Other (List)	Hourly Rate		$0.00
4	Other (List)	Hourly Rate		$0.00
5	Other (List)	Hourly Rate		$0.00
6	Other (List)	Hourly Rate		$0.00
7	Other (List)	Hourly Rate		$0.00
8	Other (List)	Hourly Rate		$0.00
9	Other (List)	Hourly Rate		$0.00

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
10	Other (List)	Hourly Rate		$0.00

8.1 Previous Work / References

Stubbs Engineering, Inc. has a 15-year history of delivering cost-effective structural designs and repairs for both public and private sectors.
Our passion for assisting clients with creative solutions to unique challenges has established us as a premier structural engineering firm in the Southern United States.
We understand that most projects awarded under this contract will involve investigations, repairs, and upgrades to existing structures. Through our extensive experience with on-call projects, we have successfully managed a wide range of scopes and levels of complexity. Below is a selection of unique investigation and remediation projects we've completed in the past.

Watkins Educational Building Renovations

Alamogordo, NM

Client Contact Information:
New Mexico School for the Blind
&Visually Impaired
Justin Burks
Director of Facilities
Chief Procurement Officer
Office: 575-349-4488
Cell: 575-554-2200
justinburks@nmsbvi.k12.nm.us

As part of the expansion of the New Mexico School for the Blind and Visually Impaired, one of the campus's old classroom buildings, originally constructed in 1942, was slated for conversion into an administrative support building. Maintaining the building's aesthetic continuity with the rest of the campus was a key priority.
The project required a detailed structural analysis of the existing building to accommodate the design of a new elevator and mechanical equipment. Additionally, due to the building's intended use, a seismic evaluation was performed to determine if upgrades were necessary to comply with the 2009 IEBC requirements for a Level 3 Alteration. This thorough investigation ensured the structural integrity and safety of the building while meeting the project's functional and aesthetic goals.

Copper Plant Evaporative Cooler Fire

El Paso, TX

Client Contact Information:
El Paso Electric Company
Victor Valadez
Project Manager- Mechanical Engineer Sr.
915-543-4304
Victor.valadez@epelectric.com

Stubbs Engineering provided structural design services for the development of construction documents and oversight for the repair of the evaporative cooler structure, which was damaged in a recent fire. The work was completed in two phases to ensure a comprehensive and efficient repair process. The first phase focused on creating detailed construction documents, including drawings and specifications, for the structural repairs. Key deliverables included repair construction documents outlining the required structural work, technical specifications to guide the repair process, a bracing and demolition plan to ensure safe demolition and temporary stabilization, and a structural quality assurance plan to maintain integrity and compliance with safety standards.

The second phase involved providing structural engineering support during the construction phase. This included ongoing consultation to address structural concerns, regular site visits to monitor progress and ensure adherence to the construction documents, review of contractor submittals to verify compliance with the design intent, and preparation of a final report summarizing the construction process and confirming that repairs were completed in accordance with the design.

North Loop Elementary School Investigation

El Paso, TX

Client Contact Information:
Ysleta Independent School District
Frances Yepez
Emergency Management & Operations
915-434-0050
fyepez@yisd.net

We investigated foundation settlement issues at North Loop Elementary School, focusing on slab and wall cracks in the northeast classroom of the north wing. The goal of this investigation was to identify the causes of the damage and provide repair recommendations along with probable costs.

Our findings indicate that the cracks were likely caused by differential foundation settlement. Contributing factors include variations in soil bearing capacity, poor drainage leading to changes in soil moisture, and potential deficiencies in the original construction or materials.

To address these issues, we recommended several measures. For foundation stabilization, we suggested using underpinning methods, such as helical piers or concrete piers, to stabilize and re-level the foundation. To improve drainage, we proposed installing proper drainage systems and repairing or replacing damaged gutters to better manage water flow. Additionally, we recommended sealing and repairing the existing cracks using epoxy injection or similar techniques to restore structural integrity.

Finally, we provided an opinion of probable costs for the recommended repairs, which includes materials and labor. These measures aim to resolve the root causes of the settlement and ensure the long-term stability and safety of the affected classroom.

ATTACHMENT A

CITY OF LAS CRUCES

Term Contract for Architectural and Engineering Services
Contract Number 25-26-004

Project Order	Number (#)	**Architect/Engineer:**	
Fee Proposal		**A/E's project manager:**	
Date Requested:			*(to be completed by A/E)*
Notice to Proceed:		**Project Manager e-mail:**	
Date Issued:			*(to be completed by A/E)*

Project Order Title:
Insert title here
Physical address / location here, if applicable

This Project Order, Number (Enter Number), is issued pursuant to the Agreement Between Owner and Architect, dated (Contract Date), between the City of Las Cruces and Stubbs Engineering, Inc., incorporated herein by reference.

Scope of Work:
The scope of work for which Architect's Services are to be performed under this Project Order is generally described as:

-

A/E personnel and sub-consultants:
The A/E staffs the project orders as generally identified by function and/or discipline in the proposal and as specifically listed herein to work on this Project Order. *(to be completed by A/E)*

Schedule:
Number of calendar days required to provide Architect's Basic Services through the completion of construction documents: _____
(to be completed by A/E)

Compensation:
The A/E shall perform all architectural and engineering services required for the completion of this Project Order's scope of work for the basic compensation computed as follows:

For the services as described in the (Scope of Work above, attached document, etc.) _____ ($ _____)
(to be completed by A/E)

For services from the delivery of construction and bid documents to the completion of construction contract administration, a lump sum of _____ ($ _____)
(to be completed by A/E)

or, based on the hourly rates listed in the fee proposal,

a fixed not-to-exceed amount of _____ ($ _____)
(to be completed by A/E)

The basic compensation proposed above shall be subject to negotiation and revision. Any such revision made by the Owner shall be agreed to by the A/E prior to this Proposal Request becoming a Notice to Proceed.

Fee proposal revisions:

Proposed Fee ($)	Revised Fee ($)	Revised by Owner *(date)*	Accepted by A/E *(date)*

Project Order Proposal Submitted By:

Architect/Engineer

By: _____
(signature) *(date)*

Name: _____

Title: _____

Project Order Proposal Accepted By:

Owner

By: _____
(signature) *(date)*

Name: _____

Title: _____

Attachments:

1.
2.
3.

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of February 2026 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Studio Southwest Architects, of 2101 Mountain Road NW, Suite B, Albuquerque, New Mexico, 87104, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
On-call Architectural and Engineering services on an as-needed basis via Project Order (Attachment A) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 25-26-004, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

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

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as outlined in Exhibit A, at an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project(s) that are required by the CITY and it will serve the CITY diligently and

faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2026 for a term of five years through April 30, 2031, for a term of five (5) years.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY, and as agreed to for each project assigned under the terms of this Agreement.

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

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

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

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

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

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

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

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

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

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

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

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

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

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

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

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Sreedevi Bhathala Mohanraj
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Studio Southwest Architects 2101 Mountain Road NW, Suite B Albuquerque, New Mexico 87104 ATTENTION: Forrest Courtney

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.

STUDIO SOUTHWEST ARCHITECTS	CITY OF LAS CRUCES
BY: _____	BY: _____
Name:	Alicia Hernandez
Title:	Purchasing Manager
_____	_____
Date	Date

APPROVED AS TO FORM

for 12/11/2025

City Attorney

EXHIBIT A

A. Project assignment is initiated by the City providing the CONTRACTOR a detailed project description, including scope of work and any other special instructions needed by the CONTRACTOR to provide complete services necessary for carrying out the work presented by the City. The CONTRACTOR shall provide services that may include, but not be limited to, the following:

    1. Pre-Design Services including but not limited to cost estimating, programming, building code reviews, master planning, and feasibility studies
    2. Preliminary and Schematic Design Services
    3. Design Development Services
    4. Construction Documents Services
    5. Design Services may include architectural, civil, structural, mechanical, electrical engineering, plumbing, and landscape architectural services
    6. Construction Contract Procurement (Bidding or Negotiation) Services
    7. Construction Contract Administration Services
    8. Other types of professional services of a nature consistent with the intent of the RFP, i.e. gathering public input, public meetings, Council meetings
    9. Contact authorities having jurisdiction

B. Documents required to be prepared by the CONTRACTOR will vary depending on the scope of work of the individual Project Order; generally, may consist of the following but not limited to:

    1. Pre-Design Services shall consist of a written program, diagrams and drawings containing design objectives, space requirements, space relationships, flexibility and expandability, site and landscaping requirements, and construction cost estimates.
    2. Preliminary and Schematic Design documentation shall consist of conceptual site and building plans, study models, perspective sketches, electronic modeling, or combinations of these media; and construction cost estimates.
    3. Design Development and Construction Documents Services consist of specifications, drawings, and bid documents.
    4. Construction Contract Administration documentation shall consist of copies of field reports, shop drawings, progress photographs, and drawings of record.
    5. Documents prepared by the CONTRACTOR for use by the City shall be delivered in electronic format in an application acceptable to the City; typically, MSWord, Excel, Building Information Modeling (BIM), and Autocad (latest version). Documents specifically for use in bidding the

work of a Project Order shall be delivered to the City in an acceptable Americans with Disabilities Act (ADA) format.

C. The CONTRACTOR shall also be able to provide the services of specific sub-consultants, including but not limited to the following:

1. Landscape Architect
2. Interior Designer
3. Professional Engineers (Civil, Structural, Electrical, Mechanical)
4. Specialized Consultants (e.g. Architectural Programming, Acoustics, Environmental Assessments, LEED certification, Historic Building Preservation / State Historic Preservation Office [SHPO])

City of Las Cruces
Procurement
-, -
700 N. Main Street, Las Cruces, NM 88001

[STUDIO SOUTHWEST ARCHITECTS] RESPONSE DOCUMENT REPORT

RFP No. 25-26-004

Architectural & Engineering Services

RESPONSE DEADLINE: September 9, 2025 at 4:00 pm

Report Generated: Thursday, November 20, 2025

Studio Southwest Architects Response

CONTACT INFORMATION

Company:
Studio Southwest Architects

Email:
fcourtney@studioswarch.com

Contact:
Forrest Courtney

Address:
2101 Mountain Rd. NW
Suite B
Albuquerque, NM 87104

Phone:
(505) 710-5553

Website:
https://www.studioswarch.com/

Submission Date:
Sep 9, 2025 3:56 PM (Mountain Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Sep 5, 2025 7:40 PM by Forrest Courtney

Addendum #2
Confirmed Sep 5, 2025 7:40 PM by Forrest Courtney

Addendum #3
Confirmed Sep 5, 2025 7:41 PM by Forrest Courtney

QUESTIONNAIRE

1. RFP Compliance Declaration*

In compliance with the requirements of this RFP, I offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

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

Confirmed

2. NM Tax & Revenue Dept. CRS

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

02-040450-00-6

3. Current NM Secretary of State Business ID

Corporations Only

1291970

4. Current CLC Business Registration

Respondents located in Las Cruces only

N/A

5. Federal I.D. Number *

85-0338434

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

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

1.1 APPROACH TO PROVIDING AND MANAGING REQUIRED SERVICES

As a result of over 41 years' experience with facility design through task order contracts, the Studio Southwest Architects (Studio SW) team understands that managing information and expectations is very important in the successful completion of any task order project. Managing information means managing communications between design team members, future building occupants, and the client. This is accomplished by carefully recording and documenting decisions and establishing a Work Plan for the project.

Studio SW utilizes a work plan process to outline the design process for each project. It is developed with the client's help and is designed to make your life easier and establish expectations for all of the involved parties. The Work Plan will include the following:

- Project contacts
- Project management plan
- A detailed schedule
- Quality assurance requirements
- A project checklist
- Standard project forms
- Lessons learned, as a reference

The Studio SW Team presented in this proposal was specifically hand-picked to tackle complex projects for the City of Las Cruces who need a firm that understands the local culture and environment of each project, backed up by the depth of experienced professionals.

The team for this project is uniquely qualified to offer design, mechanical, electrical, plumbing, civil, and construction administration skills.

Project Management Strategy

Studio SW's project approach is thorough and collaborative. Regardless of project size, our team provides quality design and construction administration services. To ensure participation, coordination, and cooperation by all team members, Studio SW follows a rigorous project management process. This process identifies responsibilities, activities, and personnel of the design team and establishes internal and external lines of communication. Furthermore, Studio SW will hold all team members to the project schedule.

The specific project steps that our team will follow include:

- Evaluation and Planning/Programming and Review
- Schematic Design
- Design Development
- Construction Documents
- Bidding and Negotiation
- Contract Administration and Construction Management

Owner reviews and internal quality control reviews will take place before the completion of each phase and before any drawings are published for bid. Public outreach and stakeholder charrettes will meet during the planning and schematic design phases. Client representatives generally reduce in number as the project proceeds through the design process, but it is important that some participation continues during the phases of each project.

On complex projects, we generate a detailed schedule indicating time for production, in-house quality reviews, review meetings, and client reviews for all phases leading up to the bid phase. We utilize Microsoft Project to document and monitor this process. For smaller projects, we still generate a schedule that indicates due dates, quality review periods, and review meetings.

Communication is the key to successful project management and a number of tools are utilized by Studio SW to ensure that everyone involved in the project is keenly aware of design and construction activities. These include regularly scheduled meetings, a project

directory with contact information for all team members, and decision documentation. We foster a team approach with free communication between, owner, contractor, consultants, and ourselves throughout the development of the project.

Engaging Users and Stakeholders

Studio SW engages user groups, stakeholders, and the public by conducting interactive design charrettes. This interactive technique is an effective way to create a hands-on, participatory environment for clients to work directly with the design team to rapidly advance their vision, priorities, and needs. This process produces improved design communication, understanding, and involvement at a greatly accelerated pace. In addition to face-to-face meetings at major decision points, technology affords other convenient solutions, including email, cloud-based file sharing software, and web-based conference calls.

Reviews and Permits

Studio SW is very familiar with the process of coordinating preliminary reviews, asking questions, and submitting the project for permit through the Development Services Department. We and our consultants work closely with utility providers to coordinate on and off-site services for projects. Some projects require coordination with the City of Las Cruces, Fire Marshal, and other authorities.

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During the bidding phase, Studio SW manages the design review process for permitting, coordinates with the printing company for the distribution of documents, if required, attends, and leads the pre-bid conference, and issues addenda clarifying the construction documents and responding to questions from the contractors and vendors.

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Capable Design Team

Our team of professionals are highly skilled and capable of managing various projects with a variety of occupant uses. Some examples of the types of service that we can provide the City of Las Cruces over the course of the on-call contract include:

Renovation Experience

As technology advances and new/better practices are identified, owners revisit the efficiency of their facilities. Renovations to expand,

change use, or reconfigure are commonplace in government projects. The Studio SW team is skilled at conducting forensic building evaluations and have design strategies already in mind for common conditions encountered during renovation projects.

Consolidation and Evaluation

Studio SW and many of our consultants have worked together to provide relocation and/or consolidation feasibility reports for clients including Sandia National Laboratories, City of Albuquerque, Bernalillo County, Santa Fe County, and the State of New Mexico. These studies help our clients see the bigger picture of their departments at once and allows them to better configure their resources.

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Studio SW has completed multiple projects for Bernalillo County under the Behavioral Health Initiative and has designed behavioral health additions to three County detention centers. The increased focus on behavioral health is very important to our community and an area where we feel, as architects, we can contribute to through design and planning these new facilities.

Security

Advanced security is a necessity when designing government facilities. Our team has designed secured facilities that consider the separation of space between staff and the public. Dewberry, our national security consultant, is available for high-security detention design and planning needs.

Cost Control Techniques

Cost control is integral to our project management services. We work closely with you and our cost estimation consultant, Jon Balis, to define the scope and assign estimated values to new construction during the initial programming/conceptual design phase of a task order. If estimated costs do not match available funding, we offer options and work with you to realign the scope of work. This leads to development of a cost model which assigns a budget to each building system which we will reconcile at each project phase. If aspects of the scope can be achieved at lower costs than expected, additive alternates are developed.

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During construction, the design team works with the contractor to find cost-effective solutions to issues that may arise during the construction process to minimize change orders and maintain the project budget.

Cost Estimating Techniques

Balis & Company, our cost estimating consultant, performs careful quantity surveys to ensure that all project scopes have been accounted for. Quantity surveys are checked by the designers and consultants for completeness. Balis maintains a proven database of local construction costs, which is adjusted for such factors as remoteness of location and site security considerations. Major bids are tracked on a daily basis to identify trends in labor and material costs. Quotes are obtained from subcontractors and suppliers on all basic materials and special items for each project.

Life-Cycle Cost Analysis

EEA utilizes life-cycle cost analysis (LCCA) as a tool to determine the most cost-effective option when comparing different MEP systems. The LCCA takes into account initial capital equipment and installation costs, as well as maintenance and energy costs throughout the life of the equipment. LCCA's are a valuable tool in understanding what the 'total' cost of the system will be when comparing different systems and equipment approaches. B&P uses energy consumption modeling software to help determine the system energy costs. B&P verifies equipment costs with local vendors to establish actual costs of equipment. We also verify labor and installation costs with local MEP contractors as well as nationally published pricing guidelines.

MAJOR TASKS TO BE ACCOMPLISHED*

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A DETAILED STATEMENT OF SERVICES TO BE PROVIDED UNDER EACH TASK*
We have worked directly with on-call clients and assisted other local area firms serving New Mexico municipalities on an on-call basis for many years. Below is a list of the tasks required for typical design projects:

Pre-Design - Program Statement

PROGRAM
Coordinate kick-off meeting
Coordinate site meetings
Perform site feasibility studies
Verify and select site
Verfy program needs
Confirm spaces and adjacencies
Refine program requirements

CONCEPT
Study building location on the selected site
Host visioning charrettes
Host concept test fits
Design landscape and site approach options
Develop Energy Star checklists
Explore massing concepts
Develop ROM estimate and verify with the established budget

Schematic Design

Design Vision
Develop overall design vision for selected concept design
Confirm design intent and aspirations through regular Owner meetings
Confirm site approach, including footprint, open space, circulation, access and loading
Develop initial building system concepts with all consultant teams
Develop strategies for achieving Energy Star
Establish initial material character
Develop approach to water use, shading, paving, planting, drainage
Confirm initial construction cost estimate benchmarks

Design Development

Develop + Refine
Confirm scope, schedule, and budget
Perform preliminary code analysis
Develop material and massing for building envelope systems
Develop materials and identify technical strategies with consultants for all major systems
Provide design coordination
Design initial construction details
Coordinate sitework and long lead items
Backcheck strategies for achieving Energy Star

Refine exterior access and circulation
Coordinate regular meetings with stakeholders to review design, schedule, and budget

Construction Documents

DOCUMENT + SPECIFY
Finalize design, detailing, documentation, and project specifications
Finalize code analysis
Finalize site design
Coordinate work of consulltants
Complete any required special reports
Coordinate regular meetings with RRPS stakeholders to review progress, host page turn meetings for 50% and 95% CDs

Bidding / Construction

Facilitate
Support project bidding and complete permitting process Establish construction adminsitration procedure with awarded GC
Conduct pre-con meeting
Review contract for team responsibilities
Review schedule of values
Review construction and Energy Star submittals
Attend weekly OAC meetings
Conduct site visits and create observation reports
Process RFIs
Provide ASIs as required
Process Contractor Pay Applications

Project Close-Out

Complete
Confirm Energy Star docs
Conduct Punch list
Confirm punch list resolution and completion

Prepare certificate of substantial completion
Confirm GC has delivered M+O manuals and provided systems trainings to Owner
Photograph project
Archive digital documents
Archive hard copies
Conduct post-occupancy walk-through with City of Las Cruces stakeholders
Conduct 11-month warranty inspection

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

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

Andy Benson, AIA, LEED AP

Principal-In-Charge | NM #4298
Andy is Principal-In-Charge and will be hands-on through each project awarded, serving as the signatory for all completed drawings and as the person ultimately responsible for the success of each project. With over three decades of architecture, planning, and design experience, Andy has expertise in all aspects of on-call municipal projects including the design of administration, recreational, sheriff, detention, behavioral health, and judicial projects. Andy has designed many award-winning projects and will use his thorough knowledge of facilities and operations to ensure success for each on-call project. Andy will be available 25% of his time for this on-call. Andy will provide design and project oversight and be the main contact for all contract negotiations.

Theodore Edaakie, AIA

Project Manager | NM #5866
Theo is the Project Manager and will work directly with the Principal-In Charge, Andy, the Project Architect, Jennifer, design staff and any applicable design consultants to manage the project coordination and objectives with a focus on project delivery. He will also serve as the primary client contact for all logistical updates and progress reporting. Theo has over a decade of experience in project management with a range of project types with governmental clients including recreational, community halls, administration, public safety, federal on-call projects, senior centers, and education. Theo is familiar in leading design teams, interacting directly with

Owners/stakeholders when necessary, and can efficiently guide the resources needed to complete a project successfully. Theo will be available 50% of his time. As a Project Manager, Theo will manage contract projects and tasks as assigned and will be the main point of contact for the City of Las Cruces.

Jennifer Penner, AIA, CDT, NCARB
Project Architect | NM #5645
As a Project Architect with 12 years of experience, Jennifer will provide day-to-day coordination of the design process with a comprehensive set of skills, managing a variety of projects with expertise and efficiency. Jennifer is well-versed in leading and coordinating all team members' efforts, from consultants, client officials, manufacturer representatives, to owners and users. Her exceptional technical skills ensure high standards of design, as well as a productive and collaborative environment.
Jennifer brings a high level of attention to detail and dedication to project success on every assignment and will work with Theo to ensure design standards are exceeded through team communication and project delivery.

PRINCIPAL MEMBER/OFFICER OF THE FIRM RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT*
Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.

Andy Benson, AIA, LEED AP
Studio Southwest Architects
Principal-In-Charge | NM #4298
2101 Mountain Road NW, Ste B, Albuquerque, NM 87104
505-843-9639 o
505-274-2032 c
abenson@studioswarch.com

MEP Engineering
Mark Mikulin, PE, LEED GA
EEA Consulting Engineers
4343 Pan American Fwy NE #239

Albuquerque, NM 87107
Mark is the Principal and Lead Mechanical Engineer of EEA, with diverse facility types and central plants and distributed thermal energy systems. He also has extensive experience in commissioning and retro-commissioning of building systems, and in energy conservation analysis of institutional facilities. Mark will provide Mechanical Engineering design and project oversight.

Structural Engineering
George Bradley, PE
Chavez-Grieves Structural Engineering
4700 Lincoln Rd NE
Albuquerque, NM 87109
George is Vice President at Chavez-Grieves Consulting Engineers and has worked on a wide variety of projects with Studio SW, ranging in technicality and unique needs. George is familiar with Bernalillo County and understands project processes and procedures. George will provide structural engineering design and project oversight.

Civil Engineering
Jeff Mulbery, PE
Bohannan Huston
7500 Jefferson St NE
Albuquerque, NM 87109
Jeff is a Senior Vice President at BHI with 22 years of experience providing the knowledge and skills to deliver a quality product and maintain a responsive team approach to successfully meet the needs of each client. Jeff is familiar with Bernalillo County and understands project processes and procedures. Jeff will provide civil engineering design and project oversight.

Cost Estimating
Jon Balis, MBA
4600 Montgomery Blvd NE Ste 202
Albuquerque, NM 87109
Jon is the founder of Balis & Co, the premier construction cost consulting firm in New Mexico. With 40 years of experience in the construction industry and 35 years of experience as an independent cost consultant. He specializes in providing cost and schedule control and is an expert in the production of Life Cycle Cost Analyses.

LOCATION(S) OF OFFICE(S) *
Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

All architecture design work will be performed in the Albuquerque office of Studio Southwest Architects (100%). Engineering will be coordinated through the Principal-In-Charge, Andy Benson, AIA and the Project Manager, Theodore Edaakie, AIA with the consulting engineering team's respective offices, mostly located throughout New Mexico, with one exception, Dewberry Consultants.

PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK *
Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.

Andy Benson, AIA, LEED AP
Studio Southwest Architects
Principal-In-Charge | NM #4298
2101 Mountain Road NW, Ste B, Albuquerque, NM 87104
505-843-9639 o
505-274-2032 c
abenson@studioswarch.com

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

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

City_of_Las_Cruces_On-Call.pdf

PRICE TABLES

COST MATRIX ONE

Delivered Services

Line Item	Description	Fee	Percentage
1	Services up to and including the completion of Design Development; including the delivery of Design Development documents.	Not to exceed % of the estimated cost of construction	3.2%
2	Services from the completion of Design Development up to and including the completion of construction documents; including the delivery of specifications, drawings and bid documents.	Not to exceed % of the estimated cost of construction	6.8%
3	Services from the delivery of construction and bid documents up to and including the completion of construction contract administration; including the delivery of contract closeout documents.	Not to exceed % of the estimated cost of construction	9.4%

COST MATRIX TWO

Project Assignment

Line Item	Description	Unit of Measure	Unit Cost
1	Principal-In-Charge	Hourly Rate	$245.71
2	Project Architect / Project Engineer	Hourly Rate	$198.36
3	Architect	Hourly Rate	$154.02
4	Engineer (Structural, Mechanical, Electrical, Civil)	Hourly Rate	$239.38
5	Landscape Architect	Hourly Rate	$135.00
6	Interior Designer	Hourly Rate	$133.14

Line Item	Description	Unit of Measure	Unit Cost
7	Cost Estimator	Hourly Rate	$142.00
8	Drafter	Hourly Rate	$105.25
9	Specification Writer	Hourly Rate	$223.86
10	Administration / Clerical	Hourly Rate	$91.20

COST MATRIX TWO CONT.

Project Assignment - Please list the position title and hourly rate for any other staff positions that are not included in the previous table.

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
1	Other (List)	Hourly Rate		$140.00
2	Other (List)	Hourly Rate		$140.00
3	Other (List)	Hourly Rate		$165.00
4	Other (List)	Hourly Rate		$195.00
5	Other (List)	Hourly Rate		$195.00
6	Other (List)	Hourly Rate		$250.00
7	Other (List)	Hourly Rate		$280.00
8	Other (List)	Hourly Rate		$325.00
9	Other (List)	Hourly Rate		$325.00

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
10	Other (List)	Hourly Rate		$125.00

CITY OF LAS CRUCES

ARCHITECTURAL & ENGINEERING SERVICES

RFP NO. 25-26-004 • SEPTEMBER 9, 2025

City of Las Cruces City Hall - Studio Southwest Architects Project

STUDIO SOUTHWEST ARCHITECTS
2101 Mountain Rd NW, Ste B | ABQ, NM 87104

STUDIO SOUTHWEST
ARCHITECTS

Re: City of Las Cruces Architectural & Engineering Services, RFP No: 25-26-004

Dear Members of the Selection Committee,

Studio Southwest Architects (Studio SW) is pleased to submit our qualifications to the City of Las Cruces for the for Architectural and Engineering Services, RFP No: 25-26-004. Studio SW has 41 years of experience working with local New Mexico government clients on projects that vary in size and scope.

Studio SW offers a responsive team that values diligent project management and design solutions that are energy efficient, easy to maintain, and economically responsible. These projects bring added value to the public, along with solid planning and design efforts, forward thinking, and reliable data gathering and analysis. Studio SW offers these services through on-call contracts to clients such as the State of New Mexico, the City of Albuquerque, Indian Pueblo Marketing Inc., Corps of Engineers, and Sandia National Labs. We have also completed an on-call contract for architectural and engineering services with Eddy County. The range of on-call services we provide include feasibility studies, programming, master planning, building envelope evaluation, building envelope evaluation, behavioral health, justice, and detention programming and design, justice deficiency investigations, LEED consulting, site and drainage improvements, cost and schedule analysis, ADA compliance reviews and recommendations, documenting and drawing existing conditions, and basic A/E services for new and existing facilities. Our experience spans a wide range of project types from fire stations, office buildings, courthouses, detention centers, medical and behavioral health buildings, community centers, and food service occupancies.

Studio Southwest Architects and our consultants have worked together on many projects and provide excellent services for a variety of project types. Our core team includes Bohannan Huston and Dave Aube, PE (Civil Engineering), Chavez-Grieves Consulting Engineers, a Salas O'Brien company (Structural Engineering), Bridgers & Paxton Consulting Engineers and EEA (MEP), and Balis & Company (Cost Estimating). We also have developed a large array of resource consultants available when required by the scope of a project. Some of these resource consultants are listed in the proposal. We excel in both small and large projects because we are committed to being good stewards of the built environment. Together we will ensure that the City of Las Cruces continues to offer the best facilities and enhanced services to the community.

Our team has the proven experience to deliver strong projects through efficient processes that balance costs and resources within the community context.

Thank you for your consideration of Studio Southwest Architects and our team.

Sincerely,

Andy Benson, AIA, LEED AP
Senior Principal | Senior Architect

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COVER LETTER

TECHNICAL APPROACH ..... [01]

QUALIFICATIONS/COMPETENCE OF TEAM ..... [02]

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COST PROPOSAL AND ATTACHMENTS

Bernalillo County Juvenile Justice Center Courtroom Project - Studio SW

Technical Approach

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STUDIO SOUTHWEST ARCHITECTS WILL COMPLY WITH ALL NEW MEXICO BUSINESS RULES AND REQUIREMENTS AND WILL COMPLY WITH ALL STAFFING REQUIREMENTS DURING THE LIFE OF THE CONTRACT.

The Studio SW Team presented in this proposal was specifically hand-picked to tackle complex projects for the City of Las Cruces who need a firm that understands the local culture and environment of each project, backed up by the depth of experienced professionals. The team for this project is uniquely qualified to offer design, mechanical, electrical, plumbing, civil, and construction administration skills.

PROJECT MANAGEMENT STRATEGY

Collaborative Charrette with City of Albuquerque Explora Museum's User Groups and Stakeholders

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Bernalillo County On-Call Childrens Court Project

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Dona Ana County Government Center Project

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Dona Ana County Sheriff's Department

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City of Las Cruces City Hall

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DESIGN WORK PRODUCED IN STATE

Our core design and consultant team is almost entirely made up of local New Mexico firms, providing services across the state and the Southwest.

Depending on what projects arise during the on-call contract term, some teams could be made up entirely of local firms. Our only out-of-state consultant is Dewberry, who will provide security, judicial, behavioral health, and detention center design solutions on an as-needed basis.

Local NM Firms

- Studio SW | Architecture
- Chavez Grieves | Structural Engineering
- Bohannan Huston | Civil Engineering
- Bridgers and Paxton | MEP Engineers
- ARC | Planning Consultant
- Armstrong Group | Building Envelope
- Balis & Company | Cost Estimating
- Kimley-Horn | Traffic/Structural/Civil Engineering
- JD Pearl | Sustainability

Out-of-State Firms

- Dewberry | National Consultant

DILLON HALL HISTORIC RENOVATION

Dillon Hall is an award-winning historic renovation project that utilizes 21st Century design principles to create interactive and flexible learning environments. Studio SW provided a detailed review of the original and previous renovation construction documents in order to best integrate present day infrastructure needs into a historic building from the 30s.

The project is LEED Silver certified.

ON-CALL TASKS

We have worked directly with on-call clients and assisted other local area firms serving New Mexico municipalities on an on-call basis for many years. Below is a list of the tasks required for typical design projects:

PRE-DESIGN	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCS	BIDDING / CONSTRUCTION	PROJECT CLOSE-OUT
Program Statement	Drawings, Narratives, Massing Concepts	Drawings, Outline Specs, Prelimin Cut-Sheets	50% CD Drawings, Specs, Cut-Sheets	100% CD Final Drawings, Specs, Cut-Sheets	AHJ PERMIT DRAWINGS Drawings, Specifications	CERTIFICATE OF OCCUPANCY Project close-out tasks will include record of documents, the post-occupancy walk-through, and the 11-month warranty inspection
PROGRAM-LEVEL CONSTRUCTION COST ESTIMATE	SD Estimate	DD Estimate		CD Estimate		
Program Statement Approval Anticipate 1 week review time	Schematic Design Approval Anticipate 1 week review time	Design Development Approval Anticipate 1 week review time	Construction Docs Approval Anticipate 2 week review time	Construction Approval	Final Approval	

PRE-DESIGN

PROGRAM
Coordinate kick-off meeting
Coordinate site meetings
Perform site feasibility studies
Verify and select site
Verfy program needs
Confirm spaces and adjacencies
Refine program requirements

CONCEPT
Study building location on the selected site
Host visioning charrettes
Host concept test fits
Design landscape and site approach options
Develop Energy Star checklists
Explore massing concepts
Develop ROM estimate and verify with the established budget

SCHEMATIC DESIGN

DESIGN VISION
Develop overall design vision for selected concept design
Confirm design intent and aspirations through regular Owner meetings
Confirm site approach, including footprint, open space, circulation, access and loading
Develop initial building system concepts with all consultant teams
Develop strategies for achieving Energy Star
Establish initial material character
Develop approach to water use, shading, paving, planting, drainage
Confirm initial construction cost estimate benchmarks

DESIGN DEVELOPMENT

DEVELOP + REFINE
Confirm scope, schedule, and budget
Perform preliminary code analysis
Develop material and massing for building envelope systems
Develop materials and identify technical strategies with consultants for all major systems
Provide design coordination
Design initial construction details
Coordinate sitework and long lead items
Backcheck strategies for achieving Energy Star
Refine exterior access and circulation
Coordinate regular meetings with stakeholders to review design, schedule, and budget

CONSTRUCTION DOCS

DOCUMENT + SPECIFY
Finalize design, detailing, documentation, and project specifications
Finalize code analysis
Finalize site design
Coordinate work of consulltants
Complete any required special reports
Coordinate regular meetings with RRPS stakeholders to review progress, host page turn meetings for 50% and 95% CDs

BIDDING / CONSTRUCTION

FACILITATE
Support project bidding and complete permitting process
Establish construction adminsitration procedure with awarded GC
Conduct pre-con meeting
Review contract for team responsibilities
Review schedule of values
Review construction and Energy Star submittals
Attend weekly OAC meetings
Conduct site visits and create observation reports
Process RFIs
Provide ASIs as required
Process Contractor Pay Applications

PROJECT CLOSE-OUT

COMPLETE
Confirm Energy Star docs
Conduct Punch list
Confirm punch list resolution and completion
Prepare certificate of substantial completion
Confirm GC has delivered M+O manuals and provided systems trainings to Owner
Photograph project
Archive digital documents
Archive hard copies
Conduct post-occupancy walk-through with City of Las Cruces stakeholders
Conduct 11-month warranty inspection

Qualifications/Competence of Team

Core Design Team

ANDY BENSON, AIA, LEED AP
Principal-in-Charge/Architect | Studio SW

THEODORE EDAAKIE, AIA
Project Manager | Studio SW

JENNIFER PENNER, AIA
Project Architect | Studio SW

ALEXANDRA STEWART
Construction Administration | Studio SW

RYAN SALVADOR
BIM Manager | Studio SW

RON BURSTEIN, AIA, CDT, NCARB
QA/-QC | Studio SW

Consultant Team

MARK MIKULIN, PE, LEED AP
Mechanical Engineer | EEA

MICHAEL GRIESEL, PE
Electrical Engineer | EEA

GEORGE BRADLEY, PE
Structural Engineer | CG

AMIT PATHAK, PE, LEED AP BD+C
Civil Engineer | BHI

JON PENA, PE
Civil Engineer | Kimley-Horn

JACKY LIN, PE
Civil Engineer | Kimley-Horn

JON BALIS, MBA, PMP
Cost Estimator | Balis & Co.

CHRIS ALLRED, ESS
Security | Dewberry

BROOKE MARTIN, AIA, NCARB, CCHP
Detention Design | Dewberry

JIM BEIGHT, AIA
Judicial Design | Dewberry

JOHN PETRONIS, AICP, AIA, REFP
Planning Consultant | ARC

DAVID ARMSTRONG
Bldg Envelope | AGI

Studio SW is committed to the highest level of service possible and has developed a large portfolio of providing on-call services for municipalities and other clients that includes projects such as re-roofing, ADA restroom and kitchen renovations, behavioral health, judicial and detention facilities building renovation, tenant improvement, exterior envelope improvement, and new construction projects. Our team applies specialized design methodologies to each project regardless of size and scope.

Sustainability

Studio SW's in-house sustainability practices have evolved to include a holistic approach to intersectional sustainability. This approach is centered around five value categories: energy, climate, occupant well-being, community outreach, and resilience.

We feel that every project should respond to as many of these values as possible. With a history of applying sustainable design practices as a matter of course, we now promote it as a matter of urgency. Studio SW has LEED accredited professionals on staff and have completed many LEED certified projects.

Building Information Modeling (BIM) & Lidar Scanning Technology

Studio SW has been using Building Information Modeling (BIM) since 2011 as an effective modeling and quality control tool. The use of 3D models and software such as Revit and Navisworks enhances team coordination by giving the design team the ability to view the systems in virtual space and identify areas of clash and conflict during the design phase, ensuring that fewer issues arise during the construction phase, which saves time, effort, and money.

To aid in completing as-built drawings of existing facilities, Studio SW has recently incorporated Lidar scanning capabilities as an innovative solution for measurement and documentation, avoiding the necessity of on-site hand measuring of existing facilities, with an added benefit of higher level of accuracy.

These tools allow us to explore options and revise details in real time during the design process with input from City of Las Cruces team members. The completed BIM model can also be used by the owner as a tool for facility maintenance.

TECHNICAL COMPETENCE

Studio SW is teaming with trusted Albuquerque-based consultants to provide expertise our staff does not have in-house. We have established and long-standing professional relationship with each of these consultants, having successfully completed numerous New Mexico projects in our past, many of which were conducted under our on-call contract with Bernalillo County. Bridgers & Paxton Consulting Engineers, Bohannan Huston, and Chavez-Grieves are our core team that successfully completed multiple projects at the CARE Campus, formerly known as MATS. Dewberry, ARC, and Armstrong Group are other consultants that we have collaborated with on a regular basis for security, planning, judicial, detention, behavioral health, and building assessments. Our team has established protocols in place for communication, BIM coordination, quality assurance expectations, and construction administration. We have added back-up resources for both MEP and civil engineering, in that EEA will be a secondary source in the case that B&P is at maximum capacity, and Bohannan Huston will serve as a release for Studio SW's in-house civil engineer, Dave Aube, PE. This prevents delays and enhances schedule accuracy for projects. Studio SW will also schedule time for in-house quality assurance reviews.

KEY PERSONNEL - DESIGN AND CONSULTANT TEAM

ANDY BENSON, AIA, LEED AP
Principal-In-Charge | NM #4298

Andy is Principal-In-Charge and will be hands-on through each project awarded, serving as the signator for all completed drawings and as the person ultimately responsible for the success of each project. With over three decades of architecture, planning, and design experience, Andy has expertise in all aspects of on-call municipal projects including the design of administration, recreational, sheriff, detention, behavioral health, and judicial projects. Andy has designed many award-winning projects and will use his thorough knowledge of facilities and operations to ensure success for each on-call project. Andy will be available 25% of his time for this on-call.

Andy will provide design and project oversight and be the main contact for all contract negotiations.

THEODORE EDAAKIE, AIA
Project Manager | NM #5866

Theo is the Project Manager and will work directly with the Principal-In Charge, Andy, the Project Architect, Jennifer, design staff and any applicable design consultants to manage the project coordination and objectives with a focus on project delivery. He will also serve as the primary client contact for all logistical updates and progress reporting. Theo has over a decade of experience in project management with a wide range of project types. Theo is familiar in leading design teams, interacting directly with Owners/stakeholders when necessary, and will efficiently guide resources needed to complete a project successfully. Theo will be available 50% of his time.As a Project Manager, Theo will manage contract projects and tasks as assigned and will be the main point of contact for the City of Las Cruces.

JENNIFER PENNER, AIA, CDT, NCARB
Project Architect | NM #5645

As a Project Architect with 12 years of experience, Jennifer will provide day-to-day coordination of the design process with a comprehensive set of skills, managing a variety of projects with expertise and efficiency. Jennifer is well-versed in leading and coordinating all team members' efforts, from consultants, client officials, manufacturer representatives, to owners and users. Her exceptional technical skills ensure high standards of design, as well as a productive and collaborative environment.

Jennifer brings a high level of attention to detail and dedication to project success on every assignment and will work with Theo to ensure design standards are exceeded through team communication and project delivery.

ALEXANDRA STEWART
Construction Administration

Alex is an Intern Architect at Studio SW and will be assisting with Construction Administration duties. She has experience with construction documentation and project management experience and her responsibilities will include bid document preparation (drawings and specifications), engineer coordination, the bid process, code/permit process, and construction administration through project closeout.

Alex will provide construction administration and other services for projects and tasks as needed.

RYAN SALVADORE
BIM Manager

Ryan has 20 years of experience and is highly knowledgeable in commercial, residential, and interior design with an emphasis on energy efficient design solutions. He is very focused on project details and has an affinity for resolving technical challenges.

As the Project BIM Manager, Ryan will ensure strict adherence to the BIM Execution Plan, continuously updating it to reflect each project's evolving needs and milestones.

RON BURSTEIN
QA/QC | NM #2057

Ron has 20 years of experience and is highly knowledgeable in commercial, residential, and interior design with an emphasis on energy efficient design solutions. He is very focused on project details and has an affinity for resolving technical challenges.

Ron will ensure quality throughout the project life cycle, uphold standards, and provide technical reviews. He will develop and enforce the QA program from Authorization To Proceed through project completion.

GEORGE BRADLEY, PE
Structural Engineer | NM #11786

George is **Vice President at Chavez-Grieves Consulting Engineers and** has worked on a wide variety of projects with Studio SW, ranging in technicality and unique needs. George is familiar with the City of Las Cruces and understands project processes and procedures. George will provide structural engineering design and project oversight.

JEFF MULBERY, PE
Civil Engineer | NM #16858

Jeff is a **Senior Vice President at BHI** with 22 years of experience providing the knowledge and skills to deliver a quality product and maintain a responsive team approach to successfully meet the needs of each client. Jeff is familiar with City of Las Cruces and understands project processes and procedures. Jeff will provide civil engineering design and project oversight.

RICHARD REIF, PE, LEED AP
Mechanical Engineer | NM #14718

Rich is a **Principal Mechanical Engineer for Bridgers & Paxton** who specializes in designing building environments for commercial facilities. His experience covers all aspects of heating, ventilating, and air conditioning (HVAC) system design including generating heating and cooling load calculations, equipment selection and layout and facility studies. Rich will provide Mechanical Engineering design and project oversight.

OSCAR URIAS, PE, RCDD
Electrical Engineer | NM #12498

Oscar is a **Principal and Lead Electrical Engineer for Bridgers & Paxton**. His design experience includes energy and environmentally sensitive devices such as efficient lighting, occupancy sensors, lighting control and daylight sensing systems. In addition, his specialties include power distribution, communication systems, fire alarm systems, and integrated building management systems for energy-efficient buildings. Oscar will provide Electrical Engineering design and project oversight.

MARK MIKULIN, PE, LEED AP
Mechanical Engineer | NM #26780

Mark is the **Principal and Lead Mechanical Engineer of EEA**, with diverse facility types and central plants and distributed thermal energy systems. He also has extensive experience in commissioning and retro-commissioning of building systems, and in energy conservation analysis of institutional facilities. Mark will provide Mechanical Engineering design and project oversight.

MICHAEL GRIESEL, PE
Electrical Engineer | NM #20486

Michael is a **Lead Electrical Engineer at EEA** with a broad interest and concern for the integrated design of MEP-FP-Technology systems in projects including the holistic approach of intentionally aligning and maintaining the owners and design team's goals. Experience includes K-12, higher-educational, healthcare, governmental, and general commercial. Michael will provide Electrical Engineering design and project oversight.

JON BALIS
Cost Estimator

Jon is the **founder of Balis & Co**, the premier construction cost consulting firm in New Mexico. With 40 years of experience in the construction industry and 35 years of experience as an independent cost consultant. He specializes in providing cost and schedule control and is an expert in the production of Life Cycle Cost Analyses.

STRUCTURAL ENGINEER

Representative Projects

- Bernalillo County Metropolitan Detention Center - *with Studio SW & Dewberry*
- Bernalillo County CARE (Formerly MATS) Detox Addition & Renovation - Care Admin, LR, OPC - *with Studio SW*
- Bernalillo County Courthouse New Third Floor Courtroom - *with Studio SW*
- Bernalillo County Utilities On-Call Contract
- UNM Open-End Contract

CIVIL ENGINEER

Representative Projects

- CARE Campus (formerly MATS) Parking Lot Project - *with Studio SW*
- Bernalillo County Courthouse Concept Plan - *with Studio SW*
- Alameda SD Outfall WQ Feasibility Study
- Metropolitan Detention Center Easement Survey
- +41 other various Bernalillo County projects through out Albuquerque

MEP ENGINEER(S)

Representative Projects

- Bernalillo County Water Utility Authority (BCWUA) - New Customer Service, Operations Facility, Warehouse & Fleet Facility - *with Studio SW*
- Bernalillo County, On-Call Metropolitan Detention Center Kitchen Renovation - *with Studio SW*
- Bernalillo County Courthouse New Third Floor Courtroom - *with Studio SW*
- Bernalillo County Metro Detention Center (BCMDC) Courtroom/ Holding Area - *with Studio SW*
- Bernalillo County CARE (Formerly MATS) Detox Addition & Renovation - Care Admin, LR, OPC - *with Studio SW*

Dewberry

CHRIS ALLRED, ESS
Security Consultant

Chris is a **Security Designer with Dewberry** with vast experience in the application of physical security designs in the corrections and detention environment including city and county jails; state and federal prisons; courthouse holding facilities in municipal, county, state and federal court systems.

BROOKE MARTIN, AIA, NCARB, CCHP, LEED GREEN ASSOCIATE
Detention Consultant

Brooke is a **Detention Designer with Dewberry** and a Certified Correctional Health Professional (CCHP) who focuses on restorative justice, corrections reform and recovery through humane, trauma-informed design that promotes community safety and enhances staff retention. Her dedication to innovation and equity in justice design has established her as a leader in shaping the future of the corrections industry.

JIM BEIGHT, AIA
Judicial Consultant

Jim is a **Senior Principal and Director of Judicial Architecture with Dewberry** and, with four decades of experience, is an industry recognized expert in courts planning and design, has worked with all levels of the judiciary system from federal judges and the Administrative Office of the US Courts to local municipalities and state groups across the country, overseeing the group's efforts in Public Safety, Courthouse and Detention/ Secure Housing design. Jim is responsible for the overall quality of the work of the firm and providing adequate resources to meet the demands of the practice.

arc

JOHN PETRONIS, AICP, AIA, REFP
Planning Consultant

John is the **founder and President of ARC.** As a certified planner and a licensed architect, he has substantial facility programming, master planning, and educational specifications experience, including several projects for Bernalillo County. ARC has extensive experience providing On-Call and Indefinite Delivery, Indefinite Quantity (IDIQ)/Open-End services to our clients. ARC currently holds contracts of these types with the State of New Mexico (NM) General Services Department Facilities Management Division (GSD/FMD), the NM Capitol Buildings Planning Commission, the NM Cooperative Educational Services (CES), New Mexico State University, Albuquerque Public Schools, and Sandia Laboratories. ARC has in the past held On-Call contracts with municiplities such as the City of Albuquerque to provide planning services. As testament to the firm's ability to deliver successful high-quality reports, much of ARC's work is for repeat clients. Over the past 25+ years, ARC has collaborated with Studio Southwest Architects on numerous projects, including many previous on-call projects.

ARMSTRONG GROUP INC. AGI

DAVID ARMSTRONG
Building Envelope Consultant

David is a **founding partner and CEO of AGI** with over 15 years of experience in charge of developing the firm's consulting and quality control procedures in order to meet the needs of our clients. He has over 35 years' experience providing building envelope asset evaluations and management with extensive experience in the interpretation and resolution of complex roofing and wall problems. The company's focus is working with large institutional, government, and private property owners. AGI maintains a position as a third-party non-influenced position by not being involved with the sale of materials or in the business of installing materials. **AGI and Studio SW have successfully completed many projects together throughout New Mexico**.

PLANNING CONSULTANT

- Site Master Plan for 2400 South Broadway Southeast - *with Studio SW*
- Administrative Space Needs Update (2012)
- Needs Assessment for the Family and Children's Court in the 2nd Judicial District - *with Studio SW*
- Bernalillo County Administrative Space Needs Assessment
- Potential Use Study for 500 Marquette for Bernalillo County Administrative Purposes

BUILDING ENVELOPE

Representative Projects Bernalillo County On-Call

- Bernalillo County DA Building
- Bernalillo County Court House Building
- Bernalillo County Assessors Building
- Bernalillo County's Union Square Building
- Bernalillo's County Atrium Building
- Bernalillo County Housing Department
- RCC Demolition Project & New Parking Lot

CABQ On-Call

- Kimo Theater
- Anderson Abruzzo Albuquerque International Balloon Museum
- Isotopes Park
- Yale Transit Yard Maintenance Building & Bus Barn
- Albuquerque Convention Center East Building

State of NM On-Call

- Bataan Memorial Building
- Carruthers Building
- Bardacke Building
- Runnels Building & Montoya Building Skylight Renovation

Kimley»Horn
Expect More. Experience Better.

JON PENA, PE
Civil Engineer / Project Manager

Jon has 24 years of design experience specializing in roadway, utility, grading, and drainage for municipal, educational, commercial, recreation, and residential developments. He has served as a site civil designer for recreational facilities at military bases throughout the country; school sites within New Mexico and Arizona; federal courthouses in New Mexico and Texas; private commercial developments in New Mexico; and hotels and casino resorts in New Mexico and Arizona. Jon has also successfully provided project management services for vertical building projects. He maintains extensive experience with alternative delivery projects including DB, Construction Manager at Risk (CMAR), Construction Manager/General Contractor (CMGC), and Progressive DB throughout the Southwest.

JACKY LIN, PE
Civil Engineer

Jacky has 19 years of dedicated experience designing roadway, utility, and grading and drainage for site development projects, residential and recreational facilities, school sites, fire stations, and multipurpose buildings. His extensive experience serving projects across the southwest and US includes alternative delivery projects and residential and recreational infrastructure design for military bases. Jacky has successfully delivered many site development and military base infrastructure upgrades, as well as privatization of military housing projects across New Mexico, California, Mississippi, and Louisiana. This experience includes designing infrastructure for more than 6,000 residential units on eight different military bases.

KEITH CHRISTIAN, PE, RSP
Traffic Engineering

Keith offers 12 years of experience with a wide variety of traffic engineering, planning, and traffic systems design projects for public and private agencies. Keith has worked with traffic operations and signals for the City of Las Cruces on the City Traffic On-Call. He has also been a project engineer for freight studies and managed traffic signal optimization projects along various corridors for a variety of clients. Keith's experience also includes transportation performance measures, traffic forecasting/ analysis, and multimodal transportation planning/engineering

PAM SINGLETON, PE
Structural Engineering

Pam brings over 20 years of structural building design expertise to this project. Her extensive experience encompasses mission-critical facilities, laboratories, nanotechnology, manufacturing, healthcare institutions, and higher education buildings. Pam has a particularly strong background in high-seismic, vibration-sensitive, steel, and post-tensioned concrete structures. Her attention to detail and respect for her client's vision and budget exemplifies her commitment to extraordinary client service.

JD Pearl, LLC

JD PEARL, LEED AP BD+C, NCARB,
Sustainability Consultant

JD Pearl (JDP) is an Albuquerque, NM-based small business located in a qualified HUBZone census tract who works with architectural design teams, construction contractors, and building owners to navigate third-party performance certification programs including LEED, SITES, and the WELL Building Standards. JDP has provided comprehensive data collection and compliance documentation to clients that include State agencies to establish climate resilient policies and action plans. They also provide other consulting services such as energy modeling, feasibility studies and gap analyses, daylight modeling, facility water management, lifecycle and carbon analysis, net zero, and resiliency assessments and consulting **JD Pearl and Studio SW have successfully completed projects together requiring varying levels of sustainability and LEED certification, including the University of New Mexico Valencia Campus Workforce Training Center (LEED Gold Certification)**.

Supplemental Services

IF NEEDED

Acoustics:
McKay Conant Hoover

Interiors:
Dewberry

Environmental Assessments:
Geo-Test

Historical Preservation:
John W. Murphey

SUSTAINABILITY

Healthcare & Medical Office

- UNMH Movement Disorders / Senior Health Clinic – LEED v4
- UNM Comprehensive Cancer Center Addition – LEED v4
- UNMH North Fourth Street Clinic – LEED v3
- UNMH Southeast Heights Clinic – LEED v2

Climate Action Planning

- Sandia National Laboratories
- -Plan for Electrifying the SNL vehicle fleet – Executive Order 14057 Compliance
- Bernalillo County: On-Demand Sustainability Consulting, 2021 – 2027
- -County Sustainability and Climate Action Plan – Scope 1, 2, 3 GHG emissions accounting
- New Mexico Highlands University
- -Decarbonization Plan for the Las Vegas Campus

Higher Education

- New Mexico Literacy Institute – LEED v4
- NMSU O'Donnell Hall Renovation and Addition – LEED v4
- UNM Valencia Workforce Training Center - LEED v4 (with Studio SW)
- UNM Chemistry Department Phase 2 Renovation – LEED v4
- WNMU Deming Campus Master Plan and Phase 1 build – LEED v4, SITES
- NMIMT Kelly Hall Replacement Building – LEED v4
- NMIMT Brown Hall Renovation – LEED v4

Qualifications/Competence of Team

CLIENT REFERENCES

PATRICK MURPHY, AIA
Facilities Architect
Fleet and Facilities Department
pmurphy@bernco.gov
C: 505-803-0964

BILLY MASSINGILL
Administrator for the Eddy County Detention Center and the Alternative Sentencing Unit
bmassingill@co.eddy.nm.us
505-803-0964

MARISA ORTIZ
City of Albuqerque
marisaortiz@cabq.gov
505-768-4659

NM SCHOOL FOR THE DEAF ON-CALL PROJECT EXPERIENCE

CONNOR HALL RENOVATION

SANTA FE, NM

Connor Hall is an award-winning complex project involving demolition, historic preservation, and new construction. The historic area was renovated to support classroom and office space for the technology, counseling, and tv studio. Studio SW evaluated all campus space uses and actively worked to identify best uses of a new vocational building. The project is LEED Gold certified.

CLIENT NM School for the Deaf | SIZE 55,000 sf | COST $12.14M | COMPLETED July 2020

EDDY COUNTY ON-CALL PROJECT EXPERIENCE

November 2028

EDDY COUNTY DETENTION CENTER

CARLSBAD, NM

The new detention center site includes space for on-site custody services and programming, indoor and outdoor recreation, visitation, medical and mental health services, food and laundry services, staff offices and facilities, amenities, intake/release, and a secured entry (sally port). The facility will support the Alternate Sentencing Unit (ASU) and Driving Under the Influence (DUI) programs.

CLIENT Eddy County | SIZE 134,023 sf | COST $148M | TO BE COMPLETED

EDDY COUNTY COURTHOUSE RENOVATION

CARLSBAD, NM

Studio Southwest Architects, working with Eddy County Public Works, was charged with addressing the exterior renovation of the historic Eddy County Courthouse, located in Carlsbad, New Mexico. This historic four-story, 46,000-square-foot structure has stood for over a century, evolving through various architectural styles and material transformations.

Our design approach balances respect for the courthouse's rich history with modern performance enhancements. Originally constructed in brick and later clad in stucco during the 1930s in a regional application of the Pueblo Revival style, the building is listed on the State Register of Historic Places. Committed to preserving its defining characteristics, the design team worked closely with the New Mexico Historic Preservation Department to consult on the intended renovation. As the building has been a long-standing landmark within the community the project took great care to restore aspects of the building that have fallen into disrepair and restore it in a way that will last for further generations. The exterior will be improved with selective replacement of windows, selective replacement and/or restoration of doors, restoration and repair of character defining wood features, and a new exterior stucco finish.

CLIENT Eddy County | SIZE 112,333 sf | COST $107M | COMPLETED TBD

BERNALILLO COUNTY ON-CALL PROJECT EXPERIENCE

CARE CAMPUS RENOVATION AND ADDITION

ALBUQUERQUE, NM

The Care Campus Detox (CARE) program is operated by Bernalillo County and provides services for individuals experiencing mental health issues, substance abuse, and alcoholism. Studio SW was originally contracted to perform a Facility Condition Assessment and Master Plan. The goal of the study was to determine the best approach for re-organizing and expanding the existing complex.

Based on code reviews, interviews, and programming meetings, our team recommended specific design solutions in a phase one renovation project. These included remodeling the patient admission area for improved ADA access and staff security, remodeling the detox area and existing restrooms, and remodeling the medical wings of the Crisis Stabilization Unit (CSU) for licensure by the state, which included ADA bathroom upgrades.

After this initial phase of reassessment, Studio SW has continued to provide design services for the CARE Campus including two addition and renovation projects that are currently underway. These projects will modify former medical areas to accommodate administrative open-office use, relocate the Public Inebriate Intervention Program (PIIP) into an expanded observation and assessment (O&A) area, and renovate the existing building to include an out-patient clinic and peer counseling area. This new configuration will support these new programmatic services while providing additional space for training and educational activities for staff and consultants.

CLIENT Bernalillo County | SIZE 23,734 sf | COST $3.6M | COMPLETED July 2021

BERNALILLO COUNTY METROPOLITAN DETENTION CENTER KITCHEN REMODEL

ALBUQUERQUE, NM

The Metropolitan Detention Center is approximately 600,000 SF on 155 acres with a maximum capacity of 1,950. The facility includes inmate housing, health clinics, libraries, the district attorney and judges, employee training areas, the cadet academy, and inmate classrooms. The facility required a critical complete renovation of the existing kitchen, including removing and replacing the existing concrete floor slab, redesigning the drainage system, removing and replacing the ceiling system, installing a new floor finish system, relocating kitchen equipment, relocating mechanical units, closing existing roof openings and creating new openings, and reorganizing the kitchen layout.

CLIENT Bernalillo County | SIZE 8,500 sf | COST $2.4M | COMPLETED 2020

BERNALILLO COUNTY METROPOLITAN DETENTION CENTER BREAKROOM ADDITION & UPGRADES

ALBUQUERQUE, NM

A 1,200 SF Metropolitan Detention Center breakroom addition (Phase II) with 12’ storefront glazing, kitchenette, dining, living, and 2-computer workstation areas, with a divider wall and exterior courtyard modifications.

CLIENT Bernalillo County | SIZE 8,500 sf | COST $394K | COMPLETED 2023

BERNALILLO COUNTY ON-CALL PROJECT EXPERIENCE *(cont.)*

RESOURCE RENTRY CENTER

ALBUQUERQUE, NM

The Resource Re-entry Center is the first stop for individuals released from MDC as they reintegrate into the community. It helps former inmates navigate the transition from jail back into society by offering access to the services and support they may need to stabilize, stay healthy, regain self-sufficiency and break the cycle of recidivism. Studio SW provided architectural and interior design services to transform the first floor of 401 Roma Ave in Downtown Albuquerque in to a triage and resource center for those who have been arrested, prior to transporting them to the Bernalillo County Metropolitan Detention Center (BCMDC); and for those who have recently been released from BCMDC. This new facility is adjacent to an existing Prisoner Transport Unit (PTU) that acts as a way-station for people about to be transported to BCMDC. As part of the project, the PTU was opened to the triage center and partially remodeled to increase security and improve function.

CLIENT Bernalillo County | SIZE 16,300 sf | COST $1.55M | COMPLETED August 2018

OTHER ON-CALL PROJECT EXPERIENCE

INDIAN PUEBLO MARKETING, INC

Albuquerque, NM

Studio SW has provided Master Planning and architectural design services for the Indian Pueblo Marketing Inc. (IPMI) for the 47 acre site over the past 15 years. We represented IPMI in 2005 as the City of Albuquerque (COA) and the surrounding neighborhoods conceived a masterplan study for the general area surrounding the project site. Our team worked extensively with the neighborhoods and the COA for 9 months and drafted a development plan specifically for the IPMI site that was unanimously approved by City Council.

SANDIA NATIONAL LABS ON-CALL

Albuquerque, NM

Sandia National Laboratories (SNL) establishes on-call contracts to support design and construction for leased space, decontamination and demolition work, and infrastructure maintenance. Studio SW is currently under contract with Sargent & Lundy who holds a prime partnership contract for on-call design services to SNL for their leased spaces located on Kirtland Air Force Base. Studio SW has experience with 17 projects to date since being awarded in 2016, including improvements such as re-roof projects, building renovations and tenant improvements to office and laboratory spaces, life safety assessments, building code analysis, and planning and programming support.

MULTI-AGENCY PROJECT EXPERIENCE

REGIONAL TRANSPORTATION MANAGEMENT CENTER

ALBUQUERQUE, NM

The RTMC, designed under contract with WSP, is a multi-agency administrative center housing public safety and transportation departments from the City of Albuquerque, the New Mexico Department of Transportation, and Bernalillo County. Representatives from the City of Rio Rancho and the NM Department of Public Safety participated in the design process and may occupy space in the building sometime in the future. Plumbing, mechanical, electrical, and information technology systems throughout the 55,000 sf building were replaced as part of the initial phase of construction. Approximately 34,000 sf of the first floor was remodeled for office, meeting, training, and support space. All spaces were upgraded for accessibility. The heart of the building will be an Operations Room and Incident Room for monitoring transportation systems and responding to events throughout the metropolitan area. The building and surrounding property was transferred to the City of Albuquerque several years ago. Adjacent buildings have been occupied by the Albuquerque Police Department.

CLIENT WSP of Albuquerque | SIZE 55,000 sf | COST $12.14M | COMPLETED July 2020

ON CALL PROJECT EXPERIENCE

Studio SW has a long history of providing on call architecture and engineering services to government and educational entities around the State of New Mexico and has held on-call contracts with the Army Corps of Engineers, Rio Rancho High School, Indian Pueblo Federal Development Center (IPFDC), Sandia National Laboratories, Bernalillo County, Albuquerque Public Schools, New Mexico School for the Deaf, and the City of Albuquerque. Through these contracts we have experience with a variety of building improvements such as re-roof projects, building renovations, tenant improvements, building additions, life safety assessments, building code analysis, and planning/programming support.

Eddy County On-Call Contract

In 2019 Studio SW was awarded a contract to provide general and specialized architectural/engineering on-call services for Eddy County. We have worked on a total of 8 projects under this on-call contract including:

- New Detention Center Program
- New Courthouse Program
- Existing Courthouse 1st Floor Renovation
- Existing Courthouse 2nd Floor Renovation
- New Detention Center Conceptual Floor Plan
- New Courthouse Conceptual Floor Plan
- New Eddy County Courthouse Study
- Existing Courthouse Exterior Renovation

New Mexico School for the Deaf On-Call Contract

The New Mexico School for the Deaf is a historic campus with a strong heritage as a premier facility for the education of deaf students for almost 100 years. The campus is a landmark in the Santa Fe community. Studio SW has had the privilege of working with the New Mexico School for the Deaf on an On-Call basis. We completed the following projects under this contract:

- Campus Master Plan Report (w/ Revision Updates in '07, '08, & '09)
- Campus Electrical Utility Upgrade
- Demolition & Environmental Remediation of the original Maintenance and Hester Hall Buildings
- New Maintenance and Central Plant Facility
- Connor Hall Renovation
- New Football Field & Track Facility
- Dillon Hall Temporary Annex
- Dillon Hall Historical Renovation (Phase I)

Bernalillo County On-Call Contract

Studio SW has completed 23 projects to date since our 2017 and 2021 Bernalillo County On-Call contracts. A list of these projects includes:

- Detention Center Addition
- Second Judicial Dentention Center Revit Model and Phases 1 & 2
- MATS/ MATS Phase 2 (aka CARE Campus)
- Juvenile Justice Center Courtroom
- Juvenile Justice Center Clerk's Office Program and Renovation
- District Attorney's Office
- Resource Reentry Center
- Metropolitan Detention Center Kitchen Remodel
- Regional Correctional Center Demolition
- Bernalillo County Courthhouse - New 3rd Floor Courtroom
- Clerk's Remodel
- CARE Campus Detox Renovation
- CARE Campus Admin and OPC Renovation and Addition
- PSB Third Floor

City of Albuquerque On-Call Contract

In 2019 Studio SW was awarded a contract to provide general and specialized architectural/engineering on-call services for the City of Albuquerque. We have worked on a total of 30 projects under this on-call contract including:

- Warehouse Assessment for City Clerk's Office and Cultural Services Department
- 7th Floor Department of Municipal Development Office Modifications
- Loma Linda Community Center Renovation and Gym Addition
- ABQ Art Museum Reroof and West Gallery Modifications
- Pino Yards Maintenance Drive Through Remodel
- City Hall 11th Floor Hallway Remodel
- Fire Station 16 Gear Room Addition
- COA Plaza Eatery Renovation

City of Las Cruces City Hall

25-26-004
Architectural & Engineering Services

ATTACHMENT A

CITY OF LAS CRUCES

Term Contract for Architectural and Engineering Services
Contract Number 25-26-004

Project Order	Number (#)	**Architect/Engineer:**	
Fee Proposal		**A/E's project manager:**	
Date Requested:			*(to be completed by A/E)*
Notice to Proceed:		**Project Manager e-mail:**	
Date Issued:			*(to be completed by A/E)*

Project Order Title:
Insert title here
Physical address / location here, if applicable

This Project Order, Number (Enter Number), is issued pursuant to the Agreement Between Owner and Architect, dated (Contract Date), between the City of Las Cruces and Studio Southwest Architects, incorporated herein by reference.

Scope of Work:
The scope of work for which Architect's Services are to be performed under this Project Order is generally described as:

-

A/E personnel and sub-consultants:
The A/E staffs the project orders as generally identified by function and/or discipline in the proposal and as specifically listed herein to work on this Project Order. *(to be completed by A/E)*

Schedule:
Number of calendar days required to provide Architect's Basic Services through the completion of construction documents: _____
(to be completed by A/E)

Compensation:
The A/E shall perform all architectural and engineering services required for the completion of this Project Order's scope of work for the basic compensation computed as follows:

For the services as described in the (Scope of Work above, attached document, etc.) _____ ($ _____)
(to be completed by A/E)

For services from the delivery of construction and bid documents to the completion of construction contract administration, a lump sum of _____ ($ _____)
(to be completed by A/E)

or, based on the hourly rates listed in the fee proposal,

a fixed not-to-exceed amount of _____ ($ _____)
(to be completed by A/E)

The basic compensation proposed above shall be subject to negotiation and revision. Any such revision made by the Owner shall be agreed to by the A/E prior to this Proposal Request becoming a Notice to Proceed.

Fee proposal revisions:

Proposed Fee ($)	Revised Fee ($)	Revised by Owner *(date)*	Accepted by A/E *(date)*

Project Order Proposal Submitted By:

Architect/Engineer

By: _____
(signature) *(date)*

Name: _____

Title: _____

Project Order Proposal Accepted By:

Owner

By: _____
(signature) *(date)*

Name: _____

Title: _____

Attachments:

1.
2.
3.

EXHIBIT "T"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of February 2026 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Vigil & Associates Architectural Group, of 1765 Avenida de Mercado, Las Cruces, New Mexico, 88005, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
On-call Architectural and Engineering services on an as-needed basis via Project Order (Attachment A) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 25-26-004, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

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

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as outlined in Exhibit A, at an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project(s) that are required by the CITY and it will serve the CITY diligently and

faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2026 for a term of five years through April 30, 2031, for a term of five (5) years.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY, and as agreed to for each project assigned under the terms of this Agreement.

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

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

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

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

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

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

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

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

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

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

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

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

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

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

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

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Sreedevi Bhathala Mohanraj
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Vigil & Associates Architectural Group 1765 Avenida de Mercado Las Cruces, New Mexico 88005 ATTENTION: Jeanneane Kloss

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.

VIGIL & ASSOCIATES
ARCHITECTURAL GROUP

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM
for BD 12/11/2025
City Attorney

EXHIBIT A

A. Project assignment is initiated by the City providing the CONTRACTOR a detailed project description, including scope of work and any other special instructions needed by the CONTRACTOR to provide complete services necessary for carrying out the work presented by the City. The CONTRACTOR shall provide services that may include, but not be limited to, the following:

    1. Pre-Design Services including but not limited to cost estimating, programming, building code reviews, master planning, and feasibility studies
    2. Preliminary and Schematic Design Services
    3. Design Development Services
    4. Construction Documents Services
    5. Design Services may include architectural, civil, structural, mechanical, electrical engineering, plumbing, and landscape architectural services
    6. Construction Contract Procurement (Bidding or Negotiation) Services
    7. Construction Contract Administration Services
    8. Other types of professional services of a nature consistent with the intent of the RFP, i.e. gathering public input, public meetings, Council meetings
    9. Contact authorities having jurisdiction

B. Documents required to be prepared by the CONTRACTOR will vary depending on the scope of work of the individual Project Order; generally, may consist of the following but not limited to:

    1. Pre-Design Services shall consist of a written program, diagrams and drawings containing design objectives, space requirements, space relationships, flexibility and expandability, site and landscaping requirements, and construction cost estimates.
    2. Preliminary and Schematic Design documentation shall consist of conceptual site and building plans, study models, perspective sketches, electronic modeling, or combinations of these media; and construction cost estimates.
    3. Design Development and Construction Documents Services consist of specifications, drawings, and bid documents.
    4. Construction Contract Administration documentation shall consist of copies of field reports, shop drawings, progress photographs, and drawings of record.
    5. Documents prepared by the CONTRACTOR for use by the City shall be delivered in electronic format in an application acceptable to the City; typically, MSWord, Excel, Building Information Modeling (BIM), and Autocad (latest version). Documents specifically for use in bidding the

work of a Project Order shall be delivered to the City in an acceptable Americans with Disabilities Act (ADA) format.

C. The CONTRACTOR shall also be able to provide the services of specific sub-consultants, including but not limited to the following:

1. Landscape Architect
2. Interior Designer
3. Professional Engineers (Civil, Structural, Electrical, Mechanical)
4. Specialized Consultants (e.g. Architectural Programming, Acoustics, Environmental Assessments, LEED certification, Historic Building Preservation / State Historic Preservation Office [SHPO])

City of Las Cruces

Procurement

-, -

700 N. Main Street, Las Cruces, NM 88001

[VIGIL & ASSOCIATES ARCHITECTURAL GROUP] RESPONSE DOCUMENT REPORT

RFP No. 25-26-004

Architectural & Engineering Services

RESPONSE DEADLINE: September 9, 2025 at 4:00 pm

Report Generated: Thursday, November 20, 2025

Vigil & Associates Architectural Group Response

CONTACT INFORMATION

Company:
Vigil & Associates Architectural Group

Email:
jeanneane@va-architects.com

Contact:
Jeanneane Kloss

Address:
1765 Avenida de Mercado
Las Cruces, NM 88005

Phone:
(575) 527-0400

Website:
https://va-architects.com/

Submission Date:
Sep 9, 2025 8:37 AM (Mountain Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 12, 2025 10:16 PM by Jeanneane Kloss

Addendum #2
Confirmed Aug 22, 2025 5:13 PM by Jeanneane Kloss

Addendum #3
Confirmed Sep 5, 2025 6:17 PM by Jeanneane Kloss

QUESTIONNAIRE

1. RFP Compliance Declaration*

In compliance with the requirements of this RFP, I offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

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

Confirmed

2. NM Tax & Revenue Dept. CRS

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

03-129236-00-4

3. Current NM Secretary of State Business ID

Corporations Only

L0161959536

4. Current CLC Business Registration

Respondents located in Las Cruces only

V&A's office is located in Las Cruces 88005, however our physical location is ~ 400' outside the Las Cruces City limits, in the Town of Mesilla (Business Registration #0581)

5. Federal I.D. Number *

26-1943517

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

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

TECHNICAL APPROACH OF ALL PROFESSIONAL, TECHNICAL AND CUSTOMARY SERVICES PROVIDED

Managing and Delivery of On-Call Architectural Services

Vigil & Associates has a long-standing relationship with the City of Las Cruces and currently holds an active on-call architectural services contract which will be expiring in less than a year. We understand the City's need for responsive, high-quality design solutions that range from urgent repairs to new facility construction. Our approach is rooted in flexibility, technical expertise, and a strong commitment to public service.

We have successfully managed over 150 on-call contracts across New Mexico, giving us a deep understanding of the pace, complexity, and variability these projects often demand. Our on-demand projects have ranged from re-roofs, HVAC upgrades and ADA-compliance renovations to large additions, new construction and planning services. While these projects may not be high-profile, we recognize their critical role in maintaining the safety, functionality, and efficiency of City operations. Every task is approached with professionalism, urgency, and a focus on quality.

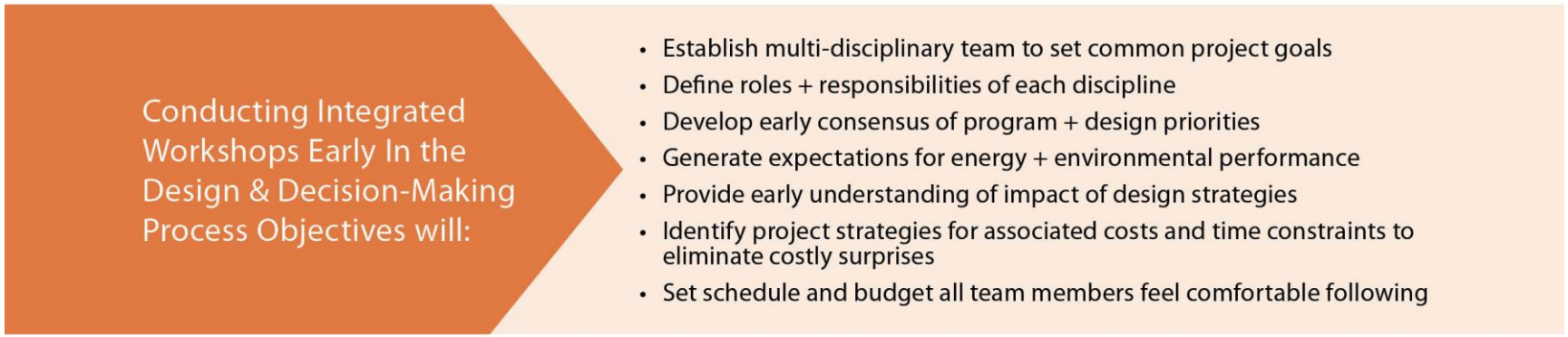
We deploy a scalable team that can mobilize quickly and remain engaged from programming through project close-out. Our integrated design process fosters early identification of goals, coordinated system planning, and clear communication with City staff and stakeholders. This approach streamlines delivery, improves cost control, and supports informed decision-making.

We are committed to creating built environments that are durable, efficient, sustainable, and comfortable. Each design is tailored to the specific context and operational goals of the project, reinforcing the City's mission to serve the community with integrity and foresight.

The Integrated Design Process

We understand that your projects may have multiple agencies, departments and users involved in the programming and design of their buildings. It is imperative that all voices are heard, all concerns are considered, and all decision are made collaboratively in an open forum of communication.

Vigil & Associates actively engages all stakeholders through an Integrated Design Process (IDP). We use this process to determine and adhere to goals for cost savings, life-cycle costs, maintenance requirements, occupant comfort and functionality. Working together, we create high-performing sustainable buildings. This ability to seek interrelationships between the users, the University and all technical disciplines is key to lower project costs and high quality design, providing long-term value to the City of Las Cruces.



Building Information Modeling

- Collaborative Design Tool
- All Team Stakeholders & Inter-Disciplinary Consultants
- Ease Transition into Construction
- Utility Sequencing

Vigil & Associates and our consultants are full proponents of leveraging Building Information Modeling (BIM) to the greatest extent possible. Our team utilizes Revit as part of a collaborative approach to problem solving, examining program requirements, defining building form and spaces, analyzing costs and energy performance, and understanding specific implications of each design decision. We strive to create building models that can be used to facilitate project cost estimating and minimize construction coordination conflicts.

The flexibility provided by BIM fosters an interdisciplinary, collaborative approach to problem solving between the owner, architect, consultants and contractor. The design team's ability to view the building model in three dimensions also helps resolve construction

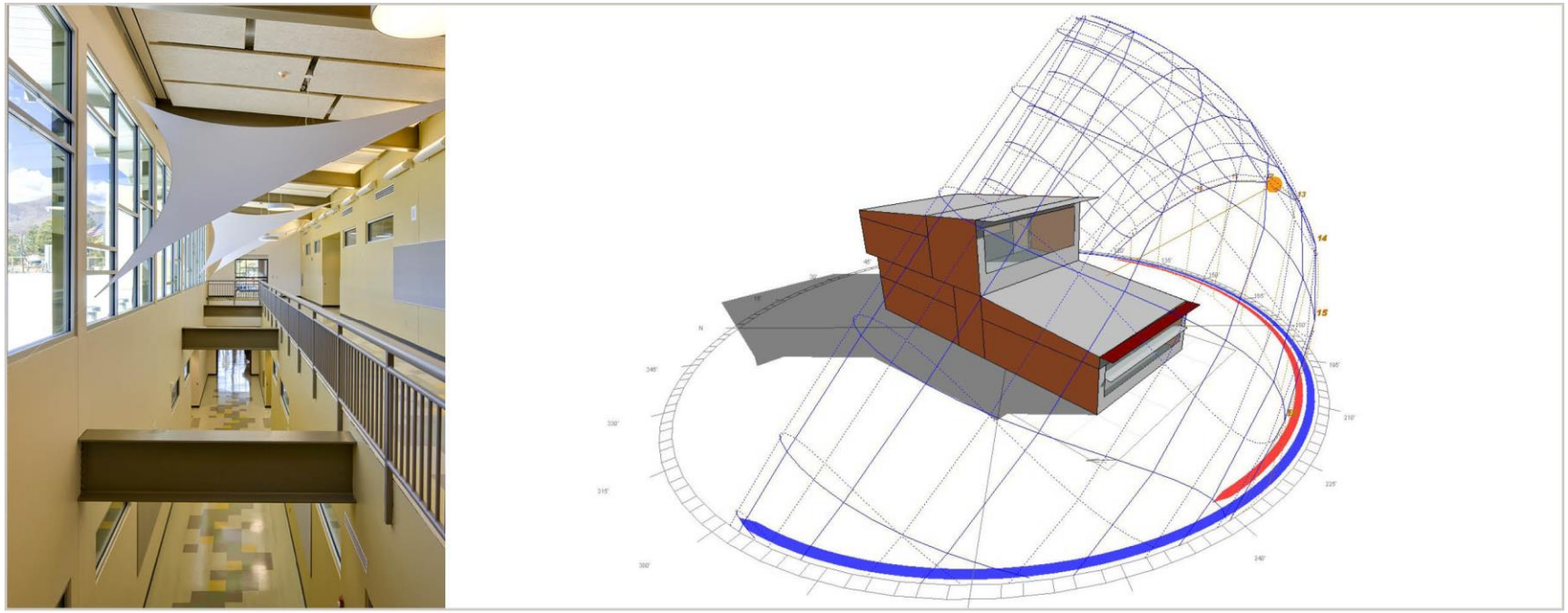
coordination conflicts (for example, building structure with mechanical ducts), which helps in providing additional construction document accuracy.

Scan Me!

Experience a virtual walk through of the new Coach Archie Duran Elementary School in El Paso, TX

Taking BIM to the next level, we have committed to the use of BIM360 for a fully integrated modeling approach that allows each discipline as well as the CMAR to participate at various levels within a single model. This technology follows us into construction where NavisWorks clash detection becomes an invaluable tool for identifying coordination issues in a digital format prior to discovery in the field.

We use BIM as a design communication tool to focus, collate and encapsulate information that defines each space in an easily understood way that enables you to succinctly interpret and assess information, whether through hard copy outputs or through virtual reality visualization which can be accessed through QR codes on your smart phone. This technique facilitates design workshops with user groups and stakeholders that may not be as comfortable with reading construction documents but still have a valuable insight to the success of the project.



LAPS Aspen Elementary School / BIM Model Solar Path/ Shading Analysis

Meeting Time Schedules:

Adequate Staff & Resources for Meeting Schedules

Our team is uniquely positioned to balance flexibility with capability. We are small enough to provide personalized service yet experienced and well-resourced to handle complex projects successfully. With most of our current projects in construction, our design team is readily available to begin work on the City of Las Cruces projects, ensuring timely project delivery. We prioritize continuity by assigning dedicated individuals to a project from start to finish, rather than shifting responsibilities between phases. Our best results stem from early and sustained collaboration among a diverse group of experts, stakeholders, users, and builders. By engaging the full team from the outset, we can identify and act on opportunities while they are still feasible, ensuring a seamless design and decision-

making process. V&A and our consultants are well-versed in interdisciplinary collaboration, having successfully navigated similar efforts on past projects.

Collaborative Approach to Project Schedule & Budget

Our process begins with a project analysis worksheet and a detailed project schedule tailored to the specific needs of this project. From this, we establish clear goals for scheduling, budgeting, and resource allocation while defining key tasks and methodologies. Drawing on historical data and past project experience, we continuously track actual progress against planned milestones, proactively identifying and addressing any potential challenges.

Assuring Schedule Milestones Are Met

Early in the design process, we develop schedules that determine the ideal construction start date, key milestones, and contractor access windows. These schedules are then incorporated into the construction documents for seamless implementation. Our approach relies on real-time data collection, tracking progress, costs, and resource usage against the established schedule. Any deviations are analyzed, and adjustments are made to keep the project on track.

Accommodating Cost Considerations:

Successful Fee Negotiation

At Vigil & Associates, we understand the challenges of working within strict budgets. Our fee structure is based on the New Mexico Architect Rate Schedules, providing a transparent and fair starting point. Any additional services beyond the Basic Service outlined in the Design Professional agreement are thoroughly reviewed, discussed, and approved with the client based on project complexity and scope. We actively seek ways to minimize costs through collaboration, offering creative solutions that reduce fees without compromising quality. Our carefully selected, highly experienced sub-consultants are chosen not only for their expertise but also for their ability to maintain a strict and reasonable fee budget. Should the budget be reached or exceeded, we will work closely with you to adjust the design, refine priorities, or introduce additive alternates—allowing flexibility while keeping the project within financial constraints.

Cost Control During Design

A critical component of cost control is the production of high-quality, well-coordinated construction documents. Our meticulous approach to drawings and specifications minimizes errors, reduces costly change orders, and prevents delays during construction.

At each project milestone, we provide detailed cost estimates to ensure alignment with budget goals. If adjustments are needed, we collaborate with you to modify the design while maintaining project priorities. Additionally, additive alternates can be identified to allow flexibility in bid acceptance, ensuring cost-effective solutions.

Cost Control During Construction

For renovation and new construction projects alike, our team remains actively involved throughout the construction phase to maintain design integrity and quality. We establish strong working relationships with contractors to keep projects on schedule and within budget. V&A provides supplemental drawings for owner-requested changes and works closely with both the owner and contractor to resolve unforeseen challenges efficiently. Through value engineering, we collaborate with contractors to explore cost-saving opportunities such as material substitutions or “as equal” alternatives. This ensures that while costs are reduced, the overall project vision and quality remain intact. Our experience has shown that contractors often bring forward practical, cost-saving ideas, and we remain open to such innovative solutions.

Cost Estimating Techniques

Vigil & Associates consistently delivers high-quality designs within budget by integrating cost analysis with considerations for maintenance, life cycles, and long-term operational costs. Our construction administration team works closely with the design team and consultants throughout the process to ensure that all budgetary goals are met. Using a variety of cost-estimating techniques, including data from in-house databases, industry-standard sources such as Means, and the City Engineer’s unit pricing, we provide reliable and comprehensive cost assessments.

Building Assessments

V&A can provide complete conditions analyses of existing buildings, including building and site systems and infrastructure, appropriateness to facilitate the County's programs, and the cost to maintain, repair and operate compared to the cost to renovate. Existing conditions addressed in an analysis include the physical integrity, maintainability and sustainability of the site and buildings, and associated space needs as identified by the facilities master plan. Existing and long-term operational costs and community service needs for the analysis and assessment will be based on available facility documentation.

The final analysis and assessment reports include as a minimum the following:

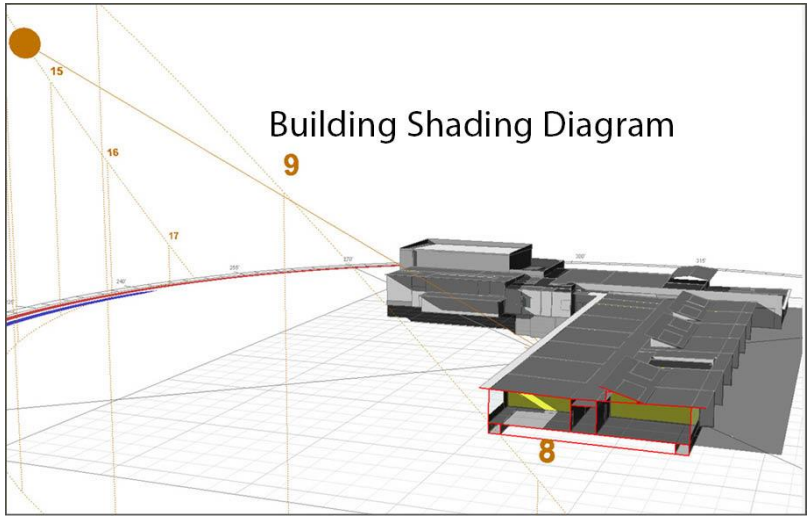
- Complete review of existing documentation including drawings and specifications reports, etc.
  - If not available, 3-D scanning may provide benefits on this project as it has on other V&A projects
  - Complete code analysis including IBC and IECC, ADA
- Complete Civil Analysis and Assessment
  - Varying grade elevations that need to be addressed around the existing buildings
  - Current site drainage patterns in and around the building to ensure that any modifications work with the existing drainage system
- Structural Assessment of all existing structural systems to determine structural capacities & code compliance
  - Review to see if structure meets current code. We have recently seen changes in the seismic code have had a significant impact on older renovations, necessitating significant structural additions.
- Mechanical, Electrical, Plumbing coordination of central plant tie-in is critical
- Roofing Analysis and Assessment
  - Moisture intrusion and roof deck integrity
- Building Envelope Analysis and Assessment
  - Existing envelope integrity & potential code-required modifications, including energy code requirements for continuous insulation

- Moisture migration envelope integrity

- Fire Protection Assessment
- Sample Fire Plan Strategy
- Plumbing Fixture Calculations

Existing Building Energy Analysis and Efficiency Upgrades

As part of our design process, we can identify potential upgrades to a building envelope that will increase energy efficiency, and we can evaluate the life-cycle costs of retrofit upgrades. We can also study options for renewable energy generation in existing buildings.



We have a streamlined energy modeling process to analyze and estimate existing building energy consumption using Building Information Modeling (BIM) solutions. We can assess existing building performance quickly and accurately, and identify areas for improvement.

Vigil & Associates energy modeling includes three key elements: capture, model and analyze. Our assessments are used to:

- Analyze buildings for high potential retrofit candidates. V&A uses rapid energy modeling to estimate the energy consumption and carbon footprint of an existing building, assess factors such as energy costs and carbon emissions, and identify upgrades with high potential for improvement.
- Prioritize retrofit investments and energy efficiency measures. V&A uses rapid energy modeling to quickly understand and compare potential retrofit and renovation options, and drill down into the energy model of existing buildings to make recommendations on energy-efficiency upgrades to the building envelope.
- Evaluate the life-cycle impact of retrofit decisions. V&A uses rapid energy modeling to quickly evaluate various design alternatives, shading devices, additional insulation, window upgrades for intended retrofits and identify solutions that optimize energy efficiency & life-cycle impact.

Design Communication & Coordination

Our team is committed to clear and inclusive communication throughout the design process. We utilize a wide range of tools—from traditional hand sketches to 3D models, Virtual Reality, QR codes, and detailed equipment lists—to ensure that design intent is easy to understand. These tools support collaboration among the client, user groups, consultants, and contractors. By making information accessible, we help foster an interactive process that encourages feedback and breaks down barriers—particularly important on high-profile projects with potential public engagement.

Code Coordination

Vigil & Associates prioritizes proactive engagement with code officials and City stakeholders early in the design process. We hold preliminary meetings with building officials—IBC, mechanical, hydrology, traffic, etc.—to clarify expectations and expedite reviews. Consensus on code interpretations during design is far more effective than resolving issues during permitting or construction. We often coordinate walk-throughs with officials on renovation projects to avoid late-stage surprises.

Quality Control

Our in-house quality control strategy includes interdisciplinary reviews at every design phase. We coordinate closely with consultants, using Bluebeam Revu and cloud-based collaboration tools for live markups and drawing reviews. Every project undergoes internal peer review by experienced architects and construction administrators who check for code compliance, clarity, accuracy, and constructability. Our consultants apply similar QA/QC procedures, and we cross-verify their documents against ours to ensure seamless integration and thorough coordination.

Sustainable Design & Energy Efficiency

Vigil & Associates is deeply committed to advancing sustainable design principles and integrating energy-efficient strategies throughout all phases of architectural design and construction. Our philosophy prioritizes responsible resource use, environmental stewardship, and long-term value for the community. We continually seek opportunities to push beyond baseline requirements and introduce innovative solutions that respond to both climate realities and client goals. Our Integrated Approach Includes:

- Passive and Active Energy Strategies: We explore orientation, shading, thermal massing, and natural ventilation to reduce reliance on mechanical systems, complemented by advanced technologies such as heat recovery and high-efficiency HVAC.
- High-Performance Building Envelopes: Optimized glazing, insulation, and airtight detailing minimize energy loss and maximize occupant comfort
- Efficient Systems Design: Our mechanical, electrical, and plumbing consultants are LEED-accredited and specialize in high-efficiency systems that meet or exceed ASHRAE and IECC standards.
- Water Conservation & Reuse: Low-flow fixtures, native landscape design, and, where feasible, greywater reuse strategies support water-smart buildings
- Renewable Energy Integration: We evaluate and design for solar PV, solar thermal, and other renewable energy systems based on site potential and life-cycle value.

MAJOR TASKS TO BE ACCOMPLISHED

Vigil & Associates provides full-service architectural and engineering support from project inception through post-occupancy evaluation. Our services are designed to be flexible, scalable, and tailored to the unique needs of each assignment—whether a small-scale repair, a complex phased renovation, or a large new facility. We work closely with the City of Las Cruces to ensure each task is approached with efficiency, clarity, and a commitment to delivering projects that meet functional, budgetary, and aesthetic goals. The following list outlines the major tasks we provide.

Comprehensive Architectural Services

- Facility Conditions Assessment
- Facility Upgrades & Maintenance
- Phased & Occupied Renovation Planning
- Master Planning
- Pre-Design Services
- Schematic Design
- Design Development
- Construction Documents
- Design Services
- Construction Contract Procurement (Bidding or Negotiation)
- Construction Contract Administration Services
- Warranty Inspections
- Services of Consultants
- LEED Design & Documentation; Energy Star

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

DETAIL STATEMENT OF SERVICES UNDER EACH MAJOR TASK

The following list outlines the major tasks we provide along with the specific services performed under each.

Comprehensive Architectural Services

- **Facility Conditions Assessment**
  Conduct on-site evaluations of existing buildings and infrastructure to document current conditions, identify deficiencies, and assess compliance with applicable codes. Deliver a comprehensive report with prioritized recommendations for repairs, upgrades, and replacement strategies.

- **Facility Upgrades & Maintenance**
  Provide design solutions to address operational improvements, code compliance, energy efficiency, and modernization needs. Prepare detailed plans and specifications to guide construction, ensuring minimal disruption to ongoing facility use.

- **Phased & Occupied Renovation Planning**
  Develop strategic renovation plans that allow facilities to remain operational during construction. Coordinate phasing schedules, safety protocols, and temporary accommodations to minimize impact on occupants while maintaining project efficiency.

- **Master Planning**
  Create long-range facility development plans that align with the Owner's mission, goals, and growth projections. Identify capital improvement priorities, infrastructure needs, and site development opportunities, supported by cost projections and implementation strategies.

- **Pre-Design Services**
  Provide early-stage planning services including cost estimating, programming, building code reviews, feasibility studies, and preliminary master planning. These services establish a clear project scope, identify constraints, and ensure alignment of the

project vision with budget and schedule.

- Schematic Design
  Evaluate the Owner's program, schedule, budget, and site to define preliminary design concepts. Identify and communicate any inconsistencies, potential challenges, or additional service needs. Prepare schematic drawings and narratives illustrating design intent.

- Design Development
  Refine approved schematic designs into more detailed documents. Prepare drawings and outline specifications that define major materials, systems, and general quality levels. Coordinate all disciplines to ensure the design meets functional, aesthetic, and budgetary goals.

- Construction Documents
  Develop comprehensive drawings and specifications that define all aspects of the project, including materials, systems, and quality standards. Ensure the documents are fully coordinated across disciplines and ready for competitive bidding or negotiated procurement.

- Design Services
  Provide integrated architectural and engineering services, including civil, structural, mechanical, electrical, and landscape architecture. Coordinate the work of all consultants to ensure seamless, efficient, and accurate project delivery.

- Construction Contract Procurement (Bidding or Negotiation)
  Assist the Owner in selecting qualified contractors, managing the bid or proposal process, confirming responsiveness of submissions, and making recommendations for contract award. Prepare and facilitate the execution of construction contracts.

- Construction Contract Administration Services
  Act on behalf of the Owner to ensure construction complies with the Contract Documents. Conduct site visits, review submittals, respond to RFIs, manage change orders, and maintain documentation. Advise the Owner on progress, quality, and cost control throughout the Construction Phase.

- Warranty Inspections
  Perform post-occupancy evaluations to confirm that all systems and finishes are performing as intended. Identify warranty issues and coordinate corrective action with the Contractor before warranty expiration.

- Services of Consultants
  Engage and coordinate specialized consultants as required—such as environmental, acoustical, or IT design experts—to address unique project needs.

- LEED Design & Documentation; Energy Star
  Incorporate sustainable design strategies to meet LEED or Energy Star certification goals. Prepare all required documentation, coordinate with certification agencies, and ensure that performance criteria are met.

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

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

KEY PERSONNEL QUALIFICATIONS AND COMPETENCE

Vigil & Associates -- Architectural Services

RAYMOND R. VIGIL, AIA, CSI, LEED AP

Vigil & Associates, President | Principal in Responsible Charge

Experience: 35 years

Registration: Professional Architect: NM #004027, AZ #31752, CO #305624, TX #16548

Affiliations: NMBEA (Board Chair 2011 - current), AIA, USGBC LEED Accredited, CSI, NCARB, A4LE

Education: Associates Degree, National Education Center, Phoenix AZ
Undergraduate Studies, New Mexico State University

Ray specializes in the design of public facilities and has extensive experience throughout New Mexico. He emphasizes client involvement and communication in every project, and personally oversees projects to ensure that the work remains true to the clients' intent throughout the process of design and construction.

VICENTE CASTILLO, AIA, LEED AP

Vigil & Associates, Principal | Project Design Architect

Experience: 22 years

Registration: Professional Architect: NM #005327

Affiliations: AIA, A4LE, USGBC

Education: Master of Architecture, Arizona State University
B.A. Architecture, University of New Mexico

Vicente brings a diverse background with a with a focus on design excellence, sustainability and client satisfaction. He specializes in renovations where he has served as the project manager/architect for multiple public agencies. He is involved with projects from conception to completion and from big picture to details to ensure that consistency and the design intent are followed through. He has extensive experience working within tight budgets and facility constraints.

KEN GUTIERREZ, ASSOCIATE AIA

Vigil & Associates, Las Cruces Office Director | Sr Project Director / Point of Contact

Experience: 26 years

Affiliations: American Institute of Architects – Associate Member
Flood Commissioner, Office of the Flood Commission for Dona Ana County

Education: Bachelor of Arts- Architecture, University of New Mexico
Masters of Architecture, University of California Los Angeles

Ken brings passionate skilled leadership + a comprehensive range of design skills and project management experience. He enjoys engaging clients in the design process and bringing their project to life. He has an extensive knowledge base and inquisitive approach to the ongoing shift from traditional building environments into adaptive user-centered design.

SAMUEL MATHAU, AIA, APA

Vigil & Associates | Sr. Project Manager / Architect (CA)

Experience: 35 years

Registration: Professional Architect: CA # C-21576

Affiliations: AIA (American Institute of Architects), APA (American Planning Association)

Education: Master of Planning in Urban design, University of Pennsylvania.
Master of Architecture, University of Pennsylvania
B.A. Architecture, University of California, Berkeley, California

Samuel is skilled at all phases of the architectural/construction process from project conception and initiation to construction contract administration and management as well as project close-out. He collaborates closely with clients in executing projects from start to finish with a mindset of advising and solving any known and anticipated problems on the project towards an equitable end. Samuel

has also mastered navigation through the project permitting process by working closely with approving agencies for successful approvals. Samuel has successfully completed a variety of projects in the areas of architecture, project management, urban design, and master planning.

MARK PERRY

Vigil & Associates | Project Manager / BIM Production

Experience: 26 years

Education: Drafting & Design Technologies Certificate, Dona Ana Community College

KAREN VARGAS, INTERN ARCHITECT

Vigil & Associates | ADA Coordinator

Experience: 3 years

Education: Bachelor of Science in Architecture, Universidad de Montemorelos, Nuevo Leon, Mexico

DIANA ALVAREZ, INTERN ARCHITECT

Vigil & Associates | Project Support

Experience: 6 years

Education: B.A. Architecture, Tecnologico Nacional de Mexico, Campus Colima, 2018
Master of Sustainable Architecture and Urban Management, Tecnologico Nacional de Mexico, Campus Colima

VICTORIA MILLS, INTERN ARCHITECT

Vigil & Associates | BIM 3D Visualizer

Experience: 1 year

Education: Bachelor of Arts - Architecture, University of New Mexico

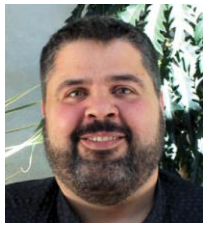
MICHAEL LEE, AIA Associate

Vigil & Associates | BIM Manager

Experience: 17 years

Affiliations: AIA (Associate Member)

Education: School of Architecture and Planning, Master of Architecture; Certificate in Town Design, University of New Mexico; School of Technology, Bachelor of Science, Industrial Technology with Specialization in Architectural/Technical Drawing, Eastern Kentucky University



KEVIN DEGRAAUW, AIA, NCARB, LEED AP (BD+C)

Vigil & Associates | Cost Estimator / Architect

Experience: 26 years

Registration: Professional Architect: NM #004173, AZ #72606, CO #40727

Affiliations: NCARB, AIA, USGBC

Education: Bachelor of Architecture, Mississippi State University

MARISSA HERNANDEZ, INTERN ARCHITECT

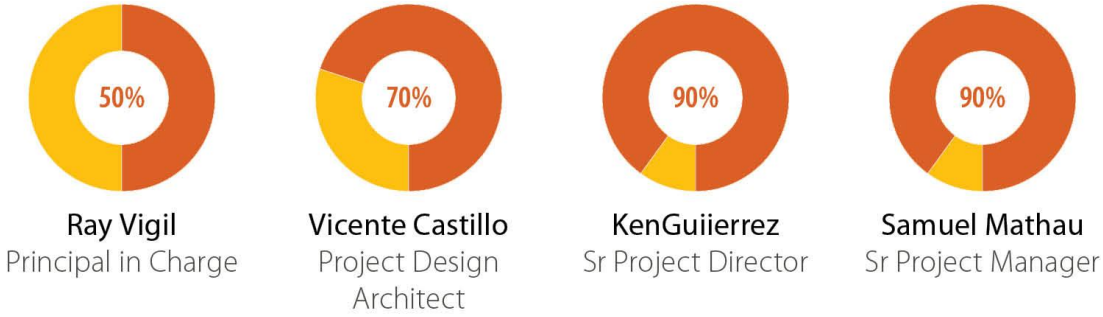
Vigil & Associates | Interiors / Graphics

Experience: 3 years

Education: Masters of Science in Architecture, University of New Mexico

Bachelors of Arts in Architecture, The University of New Mexico

Estimated Percent of Time Assigned to the Project



PRINCIPAL MEMBER/OFFICER OF THE FIRM RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT*
Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.

PRINCIPAL MEMBER OF FIRM RESPONSIBLE FOR CONTRACT ADMINISTRATION

Raymond Vigil is the principal/member of the firm that is responsible for administration of the contract. Here is the required contact information. Raymond Vigil | 1765 Avenida de Mercado, Las Cruces, NM 88005 | Office: 575.527.0400 Mobile: 505.205.3135

SUB-CONTRACTOR QUALIFICATIONS AND COMPETENCE

Consultant management and scheduling are critical to meeting project schedule and budget goals. Vigil & Associates works with trusted consultants known for their skill, responsiveness, and proven performance. We negotiate contracts to align with the City's requirements and V&A's standards for quality design and owner representation, taking full responsibility for their work. We also welcome the opportunity to work with qualified consultants recommended by the City to ensure the right team for each project.

RAXIS ENGINEERING | MECHANICAL, ELECTRICAL & PLUMBING ENGINEERING

505 S Main St, Suite 118, Las Cruces, NM 87001

JOSE A. MORALES, PE, CEM

Raxis Engineering | Principal | Mechanical Engineer

Experience: 13 years

Registration: Mechanical Engineer: NM #22154, TX # 111590, Certified Energy Manager # 17957

Affiliations: ASHRAE; Association of Energy Engineers; Six Sigma Core Green Belt Certification

Education: Masters of Science in Engineering Management, University of Houston at Clear Lake, TX
Project Management & Six Sigma Green Belt, University of Houston at Clear Lake, TX 2011

Bachelor of Science, Mechanical Engineering, University of Texas at El Paso, TX 2005

CARLOS ROBLES, PE

Raxis Engineering | Electrical Engineer / Operations Director

Experience: 12 years

Registration: LC Lighting Certified

Education: Associates Degree in Drafting & Design Technology,
El Paso Community College, TX 2006

RBM ENGINEERING | MECHANICAL, ELECTRICAL & PLUMBING

1065 S. Main St., Building D, Ste. A, Las Cruces, NM 88005

ROBERT H. BEASLEY, PE, LEED AP

RBM Engineering, Vice President | Principal Mechanical Engineer

Experience: 40 years

Registration: Professional Engineer Registration: New Mexico #10531, Texas #64267, Arizona

Affiliations: ASHRAE, NFPA

Education: BS Mechanical Engineering - Texas A & M University 1983

Continuing Education in many relevant systems / codes / processes

BRYAN R. MORRIS, PE

RBM Engineering, President | Principal Electrical Engineer

Experience: 40 years

Registration: Professional Engineer Registration: New Mexico #20195, Texas #60714, Arizona

Affiliations: Texas Society of Professional Engineers; Former Board of Directors, El Paso Chapter

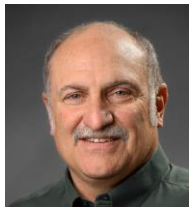
NSPE, IESNA, Congress for the New Urbanism (CNU) Urbanist member

Education: BS Electrical Engineering - - University of Texas at El Paso

Continuing Education in many relevant systems/codes/processes

TESTUDO ENGINEERING | MECHANICAL, ELECTRICAL & PLUMBING

7007 Wyoming Blvd NE, Suite E-1, Albuquerque, NM 87109



WAYNE A. YEVOLI, PE, LEED AP

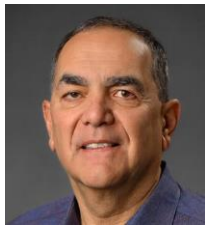
Testudo Engineering, Principal | Mechanical Engineer

Experience: 42 years

Registration: Professional Engineer: NM #23914, CO #33767, AZ #36199, CA #31819

Affiliations: State Board President 2014-2016: National Society of Professional Engineers, ASHRAE

Education: Bachelor of Arts in Economics, University of New Mexico
Continued undergraduate study in Mechanical Engineering



WILLIAM KITSOS, PE

Testudo Engineering | Electrical Engineer / Project Manager

Experience: 43 years

Registration: Professional Engineer: NM # 10543

Education: Bachelor of Science in Architectural Engineering, University of Colorado

DJ&A | STRUCTURAL ENGINEERING

4343 Pan American Fwy, Suite #238, Albuquerque, NM 87107

RICHARD S. PFEIFFER, PE

DJ&A, Senior Structural Engineer

Experience: 39 years

Registration: Professional Engineer: NM #11155, CA, CO, TX

Affiliations: American Society of Civil Engineers, New Mexico Structural Engineers Association

Education: Bachelor of Science, Civil Engineering, New Mexico State University

STUBBS ENGINEERING | STRUCTURAL ENGINEERING

277 E Amador Ave., Suite 200, Las Cruces, NM 88001

MICHAEL A. STUBBS, PE SE DBIA

Stubbs Engineering, President | Structural Engineer

Experience: 27 years

Registration: Professional Engineer NM #16814, CO #49674, AZ #58966, TX #92018, UT #10584924-2202
Certified Design Build Professional - Design Build Institute of America, 2008
Designated Model Law Structural Engineer by NCEES

Affiliations: NMSU Academy of Civil, Agricultural, Geological Engineering: Associate Member

Education: Bachelor of Science, Civil Engineer, New Mexico State University, 1998

BOHANNAN HUSTON | CIVIL ENGINEERING

425 S. Telshor Blvd, Suite C-103, Las Cruces, NM 88011

ERIC HAMILTON, PE, CFM

Bohannan Huston, Senior Project Manager | Civil Engineer

Experience: 11 years

Registration: Professional Engineer: NM #25647, AZ #66380;
Certified Floodplain Manager: #NM-19-00440

Education: BS Civil Engineering Technology, New Mexico State University

MILLER ENGINEERING CONSULTANTS | CIVIL ENGINEERING

3500 Comanche Rd NE Building F, Albuquerque, NM 87107

VERLYN MILLER, PE

Miller Engineering, Principal | Civil Engineer

Experience: 31 years

Registration: Professional Engineer: NM #14507

Affiliations: National Society of Professional Engineers, American Society of Civil Engineers
American Water Works Association

Education: Bachelor of Science in Civil Engineering Technology, New Mexico State University

PILLAR ENGINEERING | CIVIL ENGINEERING

280 E Foster, Ste B, Las Cruces, NM 8005

MARTIN J. PILLAR, PE

Pillar Engineering, President | Civil Engineer

Experience: 35 years

Registration: Professional Engineer Registration New Mexico #11470

Education: Bachelor of Science, Civil Engineering – New Mexico State University

Continuing Education in many relevant methods / codes / procedures

BEVERLY DIDDY DESIGNS | INTERIOR DESIGN

4505 Montbel Pl NE, Albuquerque, NM 87107

BEVERLY DIDDY

Beverly Diddy Designs, Owner | Senior Interior Designer

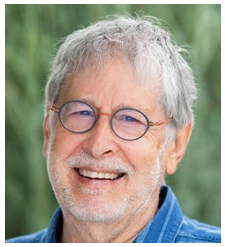
Experience: 35 years

Registration: Professional Architect

Education: Bachelor of Science in Environmental Design, Interior Architecture, University of New Mexico

SITES SOUTHWEST | LANDSCAPE ARCHITECTURE

1700 Central Ave SW, Suite B, Albuquerque, NM 87104



GEORGE RADNOVICH, FASLA

Sites Southwest, Founder | Principal Landscape Architect

Experience: 40 years

Registration: Professional Landscape Architect: NM #92

Affiliations: NM Land & Water Summit/Xeriscape Council; American Society of Landscape Architects; NM Board of Landscape Architects; NM Joint Practices Committee; US Green Bldg Council NM

Education: Bachelor of Architecture, University of New Mexico
Coursework for Masters in Community and Regional Planning, University of New Mexico

THE DRY LAND | LANDSCAPE ARCHITECTURE

110 Montecillo, Suite 1C, El Paso, TX 79912

JONATHAN MATTHEWS, RLA, SITES AP, LI, LEED GREEN ASSOCIATE

The Dry Land, Owner | Landscape Architect

Experience: 11 years

Registration: Landscape Architect: NM #589; TX #3196; AZ #73305; CO #1641; Licensed Irrigator: TX #21419

Affiliations: SITES Accredited Professional, LEED Green Associate

Education: Bachelor of Arts, Landscape Architecture, Texas A&M University

SPECIALIZED CONSULTANTS QUALIFICATIONS AND COMPETENCE

WAVE ENGINEERING | ACOUSTICAL ENGINEERING

1100 West Littleton Blvd, #420, Littleton, CO 80120

JEFF KWOLKOSKI, PE, INCE BD. CERT

Wave Engineering, President | Senior Acoustical Engineer

Experience: 38 years

Registration: Professional Engineer: CO #29-114, INCE Bd. Certified

Affiliations: ASA, TCAA, INCE, ASHRAE, A4LE, NCAC

Education: Bachelor of Mechanical Engineering, Georgia Institute of Technology

ARCHITECTURAL RESEARCH CONSULTANTS | ARCHITECTURAL PROGRAMMING

220 Gold Ave. SW, Albuquerque, NM

JOHN PETRONIS, AICP, AIA, REFP

Architectural Research Consultants, President | Certified Planner / Architectural Programmer

Experience: 45 years

Registration: Professional Architect NM #2293; Certified Planner (AICP), REFP

Affiliations: AICP, AIA, Society of College & University Planners, Council of Educational Facility Planners Intl

Education: Masters of Business Administration, University of New Mexico; Master of Architecture, University of New Mexico; Bachelor of Arts, Philosophy, Gettysburg College

VISIONS IN PLANNING | ARCHITECTURAL PROGRAMMING

4700 Lincoln Road NE, Albuquerque, NM 87109

COLLEEN MARTINEZ, REFP, APA

Visions in Planning, President | Certified Planner / Architectural Programmer

Experience: 30 years

Registration: Accredited Learning Environment Planner - ALEP
Construction Specifications Institute Certified Construction Document Tech - CDT

Education: MA Community & Regional Planning, UNM; Advanced Educational Facility Planning Certificate, San Diego State Univ; Bachelor of University Studies (Architecture/Planning), UNM; Assoc of Science – Const Mgmt, CNM; Assoc of Science – Architecture & Drafting, Nat'l Education Center

WOVEN ARCHITECTURE | HISTORIC BUILDING PRESERVATION / SHPO

1114 Hickox St, Suite A, Santa Fe, NM 87505

BARBARA FELIX, AIA, NCARB

Woven Architecture, Founder | Historic Building Preservation / SHPO

Experience: 39 years

Registration: Professional Architect: NM #3277, AZ #49084, CO #306417, WY #C-2207, VI, OK; NCARB #48-595

Affiliations: NMBEA, AIA, NAAB, US Green Building Council

Education: Master of Architecture, University of Michigan, 1990

Bachelor of Science in Architecture, University of Michigan, 1987

EPSILON SYSTEMS SOLUTIONS | ENVIRONMENTAL ASSESSMENTS

205 West Boutz Rd, Bldg 4, Suite 3, Las Cruces, NM 88005

MARK DIMSHA, MS, AICP

Epsilon Systems Solutions, Environmental Analysis

Experience: 23 years

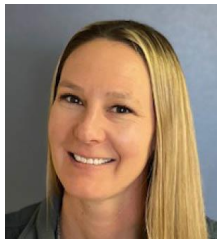
Registration: American Institute of Certified Planners (AICP); Qualified Preparer of Stormwater Pollution Prevention Plans; Qualified Compliance Inspector of Stormwater

Education: Master of Science in Civil Engineering (Enviormental Engineering), University of New Mexico

Bachelor of Science in Biology, University of New Mexico

HAVONA ENVIRONMENTAL | ENVIRONMENTAL ASSESSMENTS

PO Box 35848, Albuquerque, NM 87176



CISSY PUMA

Havona Environmental, Environmental Analysis

Experience: 22 years

Registration: AHERA Asbestos Inspector, Asbestos Management Planner, EPA Lead Risk Assessor, Certified Environmental Inspector, Applied Thermography Training

Education: Bachelor of Business Administration in Marketing, University of New Mexico, 2001; Courses in Masters of Science and Technology Program in Environmental Management, Arizona State University, 2003; Currently taking courses in Masters of Science Program in Environmental Management, Columbia Southern University

JD PEARL | LEED / SUSTAINABILITY

2711 Santa Clara Ave SE, Albuquerque, NM 87106

JARRET D. PEARL, RA, LEED AP BD+C, SITES AP, FITWEL AMBASSADOR

JD Pearl, CEO | LEED / Sustainability

Experience: 20 years

Registration: Professional Architect: NM #4854, LEED AP BD+C, SITES AP, Fitwell Ambassador

Education: Master of Architecture, University of New Mexico, 2005

BA Biology / Environmental Studies, University of Vermont, 1998

VERDACITY | LEED / SUSTAINABILITY

6765 Guadalupe Trail NW, Los Ranchos, NM 87107

KRIS CALLORI, RA, LEED FELLOW, WELL AP, GCPF, FITWEL AMBASSADOR

Verdacity, CEO | LEED / Sustainability

Experience: 31 years

Registration: Professional Architect: NM #3470, CO #306006; LEED Fellow #30274; WELL AP

Affiliations: Building Enclosure Commissioning Provider, Commissioning Authority + BE, Certified Biomimicry Specialist, Guiding Principles Compliance Fellow; Green Advantage Certified Practitioner, Green Globes Professional, Fitwel Ambassador

Education: Master of Biomimicry, Arizona State University; Bachelor of Architecture, the Catholic University of America; Building Enclosure Commissioning Process Provider, University of Wisconsin

LOCATION(S) OF OFFICE(S) *
Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

LOCATION OF OFFICE(S) WHERE WORK WILL BE PERFORMED

Vigil & Associates has a southern and northern office. 95% of the work will be performed at the V&A Las Cruces Office.

Las Cruces Office: 1765 Avenida de Mercado, Las Cruces, NM 88005, 575.527.0400

Albuquerque Office: 4477 Irving NW, Suite A, Albuquerque, NM 87114, 505.890.5030

PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK *
Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.

PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK

Raymond Vigil is the professional responsible for and in direct charge of the work. Here is the required contact information. Raymond Vigil | 1765 Avenida de Mercado, Las Cruces, NM 88005 | 575.527.0400 | Registration: NM #:004027

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

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

V&A_CLC_On-Call-RFP25-26-004_pg13-15_PreviousWork&References.pdf

V&A_CLC_On-Call-RFP25-26-004_Cover&CoverLetter.pdf

PRICE TABLES

COST MATRIX ONE

Delivered Services

Line Item	Description	Fee	Percentage
1	Services up to and including the completion of Design Development; including the delivery of Design Development documents.	Not to exceed % of the estimated cost of construction	3.4%
2	Services from the completion of Design Development up to and including the completion of construction documents; including the delivery of specifications, drawings and bid documents.	Not to exceed % of the estimated cost of construction	3.8%
3	Services from the delivery of construction and bid documents up to and including the completion of construction contract administration; including the delivery of contract closeout documents.	Not to exceed % of the estimated cost of construction	2.5%

COST MATRIX TWO

Project Assignment

Line Item	Description	Unit of Measure	Unit Cost
1	Principal-In-Charge	Hourly Rate	$170.00
2	Project Architect / Project Engineer	Hourly Rate	$145.00

Line Item	Description	Unit of Measure	Unit Cost
3	Architect	Hourly Rate	$120.00
4	Engineer (Structural, Mechanical, Electrical, Civil)	Hourly Rate	$200.00
5	Landscape Architect	Hourly Rate	$180.00
6	Interior Designer	Hourly Rate	$120.00
7	Cost Estimator	Hourly Rate	$120.00
8	Drafter	Hourly Rate	$80.00
9	Specification Writer	Hourly Rate	$95.00
10	Administration / Clerical	Hourly Rate	$55.00

COST MATRIX TWO CONT.

Project Assignment - Please list the position title and hourly rate for any other staff positions that are not included in the previous table.

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
1	Other (List)	Hourly Rate	Intern Architect	$90.00
2	Other (List)	Hourly Rate		$0.00
3	Other (List)	Hourly Rate		$0.00
4	Other (List)	Hourly Rate		$0.00
5	Other (List)	Hourly Rate		$0.00

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
6	Other (List)	Hourly Rate		$0.00
7	Other (List)	Hourly Rate		$0.00
8	Other (List)	Hourly Rate		$0.00
9	Other (List)	Hourly Rate		$0.00
10	Other (List)	Hourly Rate		$0.00

Key Personnel Qualifications and Competence

VIGIL & ASSOCIATES

RAYMOND R. VIGIL, AIA, CSI, LEED AP
Vigil & Associates, President | Principal in Responsible Charge

Experience: 35 years
Registration: Professional Architect: NM #004027, AZ #31752, CO #305624, TX #16548
Affiliations: NMBEA (Board Chair 2011 - current), AIA, USGBC LEED Accredited, CSI, NCARB, A4LE
Education: Associates Degree, National Education Center, Phoenix AZ
Undergraduate Studies, New Mexico State University

Ray specializes in the design of public facilities and has extensive experience throughout New Mexico. He emphasizes client involvement and communication in every project, and personally oversees projects to ensure that the work remains true to the clients' intent throughout the process of design and construction.

VICENTE CASTILLO, AIA, LEED AP
Vigil & Associates, Principal | Project Design Architect

Experience: 22 years
Registration: Professional Architect: NM #005327
Affiliations: AIA, A4LE, USGBC
Education: Master of Architecture, Arizona State University
B.A. Architecture, University of New Mexico

Vicente brings a diverse background with a with a focus on design excellence, sustainability and client satisfaction. He specializes in renovations where he has served as the project manager/architect for multiple public agencies. He is involved with projects from conception to completion and from big picture to details to ensure that consistency and the design intent are followed through. He has extensive experience working within tight budgets and facility constraints.

KEN GUTIERREZ, ASSOCIATE AIA
Vigil & Associates, Las Cruces Office Director | Sr Project Director / Point of Contact

Experience: 26 years
Affiliations: American Institute of Architects – Associate Member
Flood Commissioner, Office of the Flood Commission for Dona Ana County
Education: Bachelor of Arts- Architecture, University of New Mexico
Masters of Architecture, University of California Los Angeles

Ken brings passionate skilled leadership + a comprehensive range of design skills and project management experience. He enjoys engaging clients in the design process and bringing their project to life. He has an extensive knowledge base and inquisitive approach to the ongoing shift from traditional building environments into adaptive user-centered design.

SAMUEL MATHAU, AIA, APA
Vigil & Associates | Sr. Project Manager / Architect (CA)

Experience: 35 years
Registration: Professional Architect: CA # C-21576
Affiliations: AIA (American Institute of Architects), APA (American Planning Association)
Education: Master of Planning in Urban design, University of Pennsylvania.
Master of Architecture, University of Pennsylvania
B.A. Architecture, University of California, Berkeley, California

Samuel is skilled at all phases of the architectural/construction process from project conception and initiation to construction contract administration and management as well as project close-out. He collaborates closely with clients in executing projects from start to finish with a mindset of advising and solving any known and anticipated problems on the project towards an equitable end. Samuel has also mastered navigation through the project permitting process by working closely with approving agencies for successful approvals. Samuel has successfully completed a variety of projects in the areas of architecture, project management, urban design, and master planning.

MARK PERRY
Vigil & Associates | Project Manager / BIM Production

Experience: 26 years
Education: Drafting & Design Technologies Certificate, Dona Ana Community College

KAREN VARGAS, INTERN ARCHITECT
Vigil & Associates | ADA Coordinator

Experience: 3 years
Education: Bachelor of Science in Architecture, Universidad de Montemorelos, Nuevo Leon, Mexico

DIANA ALVAREZ, INTERN ARCHITECT
Vigil & Associates | Project Support

Experience: 6 years
Education: B.A. Architecture, Tecnologico Nacional de Mexico, Campus Colima, 2018
Master of Sustainable Architecture and Urban Management, Tecnologico Nacional de Mexico, Campus Colima

VICTORIA MILLS, INTERN ARCHITECT
Vigil & Associates | BIM 3D Visualizer

Experience: 1 year
Education: Bachelor of Arts - Architecture, University of New Mexico

MICHAEL LEE, AIA ASSOCIATE
Vigil & Associates | BIM Manager

Experience: 17 years
Affiliations: AIA (Associate Member)
Education: School of Architecture and Planning, Master of Architecture; Certificate in Town Design, University of New Mexico; School of Technology, Bachelor of Science, Industrial Technology with Specialization in Architectural/Technical Drawing, Eastern Kentucky University

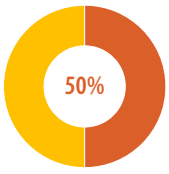
KEVIN DEGRAAUW, AIA, NCARB, LEED AP (BD+C)
Vigil & Associates | Cost Estimator / Architect

Experience: 26 years
Registration: Professional Architect: NM #004173, AZ #72606, CO #40727
Affiliations: NCARB, AIA, USGBC
Education: Bachelor of Architecture, Mississippi State University

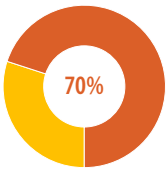
MARISSA HERNANDEZ, INTERN ARCHITECT
Vigil & Associates | Interiors / Graphics

Experience: 3 years
Education: Masters of Science in Architecture, University of New Mexico
Bachelors of Arts in Architecture, The University of New Mexico

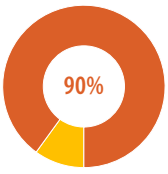
Estimated Percent of Time Assigned to the Project



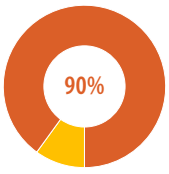
Ray Vigil
Principal in Charge



Vicente Castillo
Project Design Architect



KenGuiierrez
Sr Project Director



Samuel Mathau
Sr Project Manager

CITY OF LAS CRUCES

Architectural & Engineering Services

VIGIL & ASSOCIATES
ARCHITECTURAL GROUP, P.C.

RFP No. 25-26-004
9.9.2025 | 4:00 PM

COVER LETTER

September 9, 2025

City of Las Cruces

Architectural & Engineering Services

RFP No. 25-26-004

9.9.2025 @ 4 PM

Vigil & Associates
1765 Avendia de Mercado
Las Cruces, NM 88005
off 575.527.0400

4477 Irving Blvd NW, Suite A
Albuquerque, NM 87114
off 505.890.5030

Primary Contractual Contact
Raymond R. Vigil, AIA, CSI, LEED AP
Principal / Architect of Record
ray@va-architects.com
505.890.5030

Statement of Compliance
Vigil & Associates has the ability to provide the services requested. We will comply with the contract terms and conditions in this RFP.

Acknowledgment of all Addenda
Vigil & Associates acknowledges the receipt of:
- Addendum 01
- Addendum 02

Members of the Selection Committee,

On behalf of Vigil & Associates, we are pleased to submit our proposal for Architectural & Engineering Services for the City of Las Cruces. Our firm has successfully delivered numerous on-call and as-needed contracts across New Mexico, completing projects of every scale—from re-roofs and ADA upgrades to building additions, new construction, and comprehensive master planning.

We understand that on-call assignments often carry less visibility than large capital projects, yet they are equally vital. These efforts safeguard the safety, functionality, and longevity of public facilities while supporting the daily needs of the community. We view this work as an opportunity to build lasting partnerships through responsiveness, trust, and a clear understanding of the City's priorities.

With more than 30 years of public-sector experience, Vigil & Associates is committed to producing high-quality, cost-effective, and durable designs. Our approach is grounded in the practical realities of facility use, maintenance, and adaptability, while recognizing that even the most utilitarian projects can provide opportunities to create efficient, functional, and uplifting spaces.

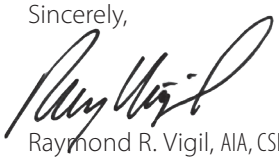
Our team is structured to respond quickly and scale services as needed, providing continuity from programming through project close-out. We employ an integrated design process that emphasizes early goal setting, coordinated system planning, and clear communication with City staff and stakeholders—resulting in streamlined delivery, cost control, and informed decision-making.

Vigil & Associates holds Resident Business Certificate No. L1042362800 and is fully committed to meeting all requirements of this RFP, including:

- Compliance with the Americans with Disabilities Act (ADA)
- Adherence to ASHRAE/IES 90.1-2010 standards
- Conformance with the New Mexico Model Energy Code

Our team is ready to begin work immediately. As President and Principal, I am authorized to contractually obligate the firm for this proposal. We greatly appreciate your consideration and look forward to the opportunity to continue serving the City of Las Cruces. Please feel free to contact me at (505) 890-5030 or Ray@VA-architects.com with any questions or requests for additional information.

Sincerely,



Raymond R. Vigil, AIA, CSI, LEED AP
President / Principal

Relevance of Previous Work

Vigil & Associates is dedicated to design and creative problem solving and provide expertise in master planning, new construction, replacement facilities, renovations, additions, HVAC upgrades, security upgrades, life-safety improvements, public facilities, ADA upgrades, code compliance and more.

Successful Aspects of Past Designs

- Efficient and Effective Award Winning Designs
- On Time and On Budget Solutions
- Low Number of Change Orders
- Quality Assurance Procedures
- Sustainable Building Practices
- Professional Quality Construction Drawings

Principal Member of Firm Responsible for Contract Administration

Raymond Vigil is the principal/member of the firm that is responsible for administration of the contract. Here is the required contact information. Raymond Vigil | 1765 Avenida de Mercado, Las Cruces, NM 88005 | Office: 575.527.0400 Mobile: 505.205.3135

Sub-Contractor Qualifications and Competence

Consultant management and scheduling are critical to meeting project schedule and budget goals. Vigil & Associates works with trusted consultants known for their skill, responsiveness, and proven performance. We negotiate contracts to align with the City's requirements and V&A's standards for quality design and owner representation, taking full responsibility for their work. We also welcome the opportunity to work with qualified consultants recommended by the City to ensure the right team for each project.

RAXIS ENGINEERING | Mechanical, Electrical & Plumbing Engineering

505 S Main St, Suite 118, Las Cruces, NM 87001

JOSE A. MORALES, PE, CEM — Principal | Mechanical Engineer

Experience: 13 years
Registration: Mechanical Engineer: NM #22154, TX # 111590, Certified Energy Manager # 17957
Affiliations: ASHRAE; Association of Energy Engineers; Six Sigma Core Green Belt Certification
Education: Masters of Science in Engineering Management, University of Houston at Clear Lake, TX
Project Management & Six Sigma Green Belt, University of Houston at Clear Lake, TX 2011
Bachelor of Science, Mechanical Engineering, University of Texas at El Paso, TX 2005

CARLOS ROBLES, PE — Electrical Engineer / Operations Director

Experience: 12 years
Registration: LC Lighting Certified
Education: Associates Degree in Drafting & Design Technology,
El Paso Community College, TX 2006

RBM ENGINEERING | Mechanical, Electrical & Plumbing

1065 S. Main St., Building D, Ste. A, Las Cruces, NM 88005

ROBERT H. BEASLEY, PE, LEED AP — Vice President | Principal Mechanical Engineer

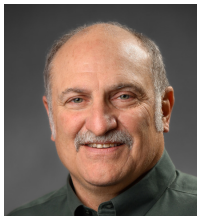
Experience: 40 years
Registration: Professional Engineer Registration: New Mexico #10531, Texas #64267, Arizona
Affiliations: ASHRAE, NFPA
Education: BS Mechanical Engineering - Texas A & M University 1983
Continuing Education in many relevant systems / codes / processes

BRYAN R. MORRIS, PE — President | Principal Electrical Engineer

Experience: 40 years
Registration: Professional Engineer Registration: New Mexico #20195, Texas #60714, Arizona
Affiliations: Texas Society of Professional Engineers; Former Board of Directors, El Paso Chapter
NSPE, IESNA, Congress for the New Urbanism (CNU) Urbanist member
Education: BS Electrical Engineering - - University of Texas at El Paso
Continuing Education in many relevant systems/codes/processes

TESTUDO ENGINEERING | Mechanical, Electrical & Plumbing

7007 Wyoming Blvd NE, Suite E-1, Albuquerque, NM 87109



WAYNE A. YEVOLI, PE, LEED AP — Principal | Mechanical Engineer

Experience: 42 years
Registration: Professional Engineer: NM #23914, CO #33767, AZ #36199, CA #31819
Affiliations: State Board President 2014-2016: National Society of Professional Engineers, ASHRAE
Education: Bachelor of Arts in Economics, University of New Mexico
Continued undergraduate study in Mechanical Engineering

WILLIAM KITSOS, PE — Electrical Engineer / Project Manager

Experience: 43 years
Registration: Professional Engineer: NM # 10543
Education: Bachelor of Science in Architectural Engineering, University of Colorado

DJ&A | Structural Engineering

4343 Pan American Fwy, Suite #238, Albuquerque, NM 87107

RICHARD S. PFEIFFER, PE — Senior Structural Engineer

Experience: 39 years
Registration: Professional Engineer: NM #11155, CA, CO, TX
Affiliations: American Society of Civil Engineers, New Mexico Structural Engineers Association
Education: Bachelor of Science, Civil Engineering, New Mexico State University

STUBBS ENGINEERING | Structural Engineering

277 E Amador Ave., Suite 200, Las Cruces, NM 88001

MICHAEL A. STUBBS, PE SE DBIA — President | Structural Engineer

Experience: 27 years
Registration: Professional Engineer NM #16814, CO #49674, AZ #58966, TX #92018, UT #10584924-2202
Certified Design Build Professional - Design Build Institute of America, 2008
Designated Model Law Structural Engineer by NCEES
Affiliations: NMSU Academy of Civil, Agricultural, Geological Engineering: Associate Member
Education: Bachelor of Science, Civil Engineer, New Mexico State University, 1998

BOHANNAN HUSTON | Civil Engineering

425 S. Telshor Blvd, Suite C-103, Las Cruces, NM 88011

ERIC HAMILTON, PE, CFM — Senior Project Manager | Civil Engineer

Experience: 11 years
Registration: Professional Engineer: NM #25647, AZ #66380;
Certified Floodplain Manager: #NM-19-00440
Education: BS Civil Engineering Technology, New Mexico State University

MILLER ENGINEERING CONSULTANTS | Civil Engineering

3500 Comanche Rd NE Building F, Albuquerque, NM 87107

VERLYN MILLER, PE — Principal | Civil Engineer

Experience: 31 years
Registration: Professional Engineer: NM #14507
Affiliations: National Society of Professional Engineers, American Society of Civil Engineers
American Water Works Association
Education: Bachelor of Science in Civil Engineering Technology, New Mexico State University

PILLAR ENGINEERING | Civil Engineering

280 E Foster, Ste B, Las Cruces, NM 8005

MARTIN J. PILLAR, PE — President | Civil Engineer

Experience: 35 years
Registration: Professional Engineer Registration New Mexico #11470
Education: Bachelor of Science, Civil Engineering – New Mexico State University
Continuing Education in many relevant methods / codes / procedures

BEVERLY DIDDY DESIGNS | Interior Design

4505 Montbel Pl NE, Albuquerque, NM 87107

BEVERLY DIDDY — Owner | Senior Interior Designer

Experience: 35 years
Registration: Professional Architect
Education: Bachelor of Science in Environmental Design, Interior Architecture, The University of New Mexico

SITES SOUTHWEST | Landscape Architecture

1700 Central Ave SW, Suite B, Albuquerque, NM 87104

GEORGE RADNOVICH, FASLA — Founder | Principal Landscape Architect

Experience: 40 years
Registration: Professional Landscape Architect: NM #92
Affiliations: NM Land & Water Summit/Xeriscape Council; American Society of Landscape Architects; NM Board of Landscape Architects; NM Joint Practices Committee; US Green Bldg Council NM
Education: Bachelor of Architecture, University of New Mexico
Coursework for Masters in Community and Regional Planning, University of New Mexico

THE DRY LAND | Landscape Architecture

110 Montecillo, Suite 1C, El Paso, TX 79912

JONATHAN MATTHEWS, RLA, SITES AP, LI, LEED GREEN ASSOCIATE — Owner | Landscape Architect

Experience: 11 years
Registration: Landscape Architect: NM #589; TX #3196; AZ #73305; CO #1641; Licensed Irrigator: TX #21419
Affiliations: SITES Accredited Professional, LEED Green Associate
Education: Bachelor of Arts, Landscape Architecture, Texas A&M University

Specialized Consultants Qualifications and Competence

WAVE ENGINEERING | Acoustical Engineering

1100 West Littleton Blvd, #420, Littleton, CO 80120

JEFF KWOLKOSKI, PE, INCE Bd. Cert — President | Senior Acoustical Engineer

Experience: 38 years
Registration: Professional Engineer: CO #29-114, INCE Bd. Certified
Affiliations: ASA, TCAA, INCE, ASHRAE, A4LE, NCAC
Education: Bachelor of Mechanical Engineering, Georgia Institute of Technology

ARCHITECTURAL RESEARCH CONSULTANTS | Architectural Programming

220 Gold Ave. SW, Albuquerque, NM

JOHN PETRONIS, AICP, AIA, REFP — President | Certified Planner / Architectural Programmer

Experience: 45 years
Registration: Professional Architect NM #2293; Certified Planner (AICP), REFP
Affiliations: AICP, AIA, Society of College & University Planners, Council of Educational Facility Planners Intl
Education: Masters of Business Administration, University of New Mexico; Master of Architecture, University of New Mexico; Bachelor of Arts, Philosophy, Gettysburg College

VISIONS IN PLANNING | Architectural Programming

4700 Lincoln Road NE, Albuquerque, NM 87109

COLLEEN MARTINEZ, REFP, APA — President | Certified Planner / Architectural Programmer

Experience: 30 years
Registration: Accredited Learning Environment Planner - ALEP
Construction Specifications Institute Certified Construction Document Tech - CDT
Education: MA Community & Regional Planning, UNM; Advanced Educational Facility Planning Certificate, San Diego State Univ; Bachelor of University Studies (Architecture/Planning), UNM; Assoc of Science – Const Mgmt, CNM; Assoc of Science – Architecture & Drafting, Nat'l Education Center

WOVEN ARCHITECTURE | Historic Building Preservation / SHPO

1114 Hickox St, Suite A, Santa Fe, NM 87505

BARBARA FELIX, AIA, NCARB — Founder | Historic Building Preservation / SHPO

Experience: 39 years
Registration: Professional Architect: NM #3277, AZ #49084, CO #306417, WY #C-2207, VI, OK; NCARB #48-595
Affiliations: NMBEA, AIA, NAAB, US Green Building Council
Education: Master of Architecture, University of Michigan, 1990
Bachelor of Science in Architecture, University of Michigan, 1987

EPSILON SYSTEMS SOLUTIONS | Environmental Assessments

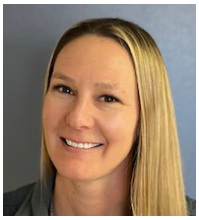
205 West Boutz Rd, Bldg 4, Suite 3, Las Cruces, NM 88005

MARK DIMSHA, MS, AICP — Environmental Analysis

Experience: 23 years
Registration: American Institute of Certified Planners (AICP); Qualified Preparer of Stormwater Pollution Prevention Plans; Qualified Compliance Inspector of Stormwater
Education: Master of Science in Civil Engineering (Enviormental Engineering), University of New Mexico
Bachelor of Science in Biology, University of New Mexico

HAVONA ENVIRONMENTAL | Environmental Assessments

PO Box 35848, Albuquerque, NM 87176



CISSY PUMA — Environmental Analysis

Experience: 22 years
Registration: AHERA Asbestos Inspector, Asbestos Management Planner, EPA Lead Risk Assessor, Certified Environmental Inspector, Applied Thermography Training
Education: Bachelor of Business Administration in Marketing, University of New Mexico, 2001; Courses in Masters of Science and Technology Program in Environmental Management, Arizona State University, 2003; Currently taking courses in Masters of Science Program in Environmental Management, Columbia Southern University

JD PEARL | LEED / Sustainability

2711 Santa Clara Ave SE, Albuquerque, NM 87106

JARRET D. PEARL, RA, LEED AP BD+C, SITES AP, FITWEL Ambassador — CEO | LEED / Sustainability

Experience: 20 years
Registration: Professional Architect: NM #4854, LEED AP BD+C, SITES AP, Fitwell Ambassador
Education: Master of Architecture, University of New Mexico, 2005
BA Biology / Environmental Studies, University of Vermont, 1998

VERDACITY | LEED / Sustainability

6765 Guadalupe Trail NW, Los Ranchos, NM 87107

KRIS CALLORI, RA, LEED FELLOW, WELL AP, GCPF, FITWEL AMBASSADOR — CEO | LEED / Sustainability

Experience: 31 years
Registration: Professional Architect: NM #3470, CO #306006; LEED Fellow #30274; WELL AP
Affiliations: Building Enclosure Commissioning Provider, Commissioning Authority + BE, Certified Biomimicry Specialist, Guiding Principles Compliance Fellow; Green Advantage Certified Practitioner, Green Globes Professional, Fitwel Ambassador
Education: Master of Biomimicry, Arizona State University; Bachelor of Architecture, the Catholic University of America; Building Enclosure Commissioning Process Provider, University of Wisconsin

Location of Office(s) where Work will be Performed

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LAS CRUCES OFFICE: 1765 Avenida de Mercado, Las Cruces, NM 88005, 575.527.0400

ALBUQUERQUE OFFICE: 4477 Irving NW, Suite A, Albuquerque, NM 87114, 505.890.5030

Professional Responsible for and in Direct Charge of the Work

Raymond Vigil is the professional responsible for and in direct charge of the work. Here is the required contact information.
Raymond Vigil | 1765 Avenida de Mercado, Las Cruces, NM 88005 | 575.527.0400 | Registration: NM #:004027

EPSILON SYSTEMS SOLUTIONS | Environmental Assessments

205 West Boutz Rd, Bldg 4, Suite 3, Las Cruces, NM 88005

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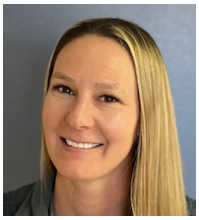
Experience: 23 years
Registration: American Institute of Certified Planners (AICP); Qualified Preparer of Stormwater Pollution Prevention Plans; Qualified Compliance Inspector of Stormwater
Education: Master of Science in Civil Engineering (Enviormental Engineering), University of New Mexico
Bachelor of Science in Biology, University of New Mexico

HAVONA ENVIRONMENTAL | Environmental Assessments

PO Box 35848, Albuquerque, NM 87176



CISSY PUMA — Environmental Analysis

Experience: 22 years
Registration: AHERA Asbestos Inspector, Asbestos Management Planner, EPA Lead Risk Assessor, Certified Environmental Inspector, Applied Thermography Training
Education: Bachelor of Business Administration in Marketing, University of New Mexico, 2001; Courses in Masters of Science and Technology Program in Environmental Management, Arizona State University, 2003; Currently taking courses in Masters of Science Program in Environmental Management, Columbia Southern University

JD PEARL | LEED / Sustainability

2711 Santa Clara Ave SE, Albuquerque, NM 87106

JARRET D. PEARL, RA, LEED AP BD+C, SITES AP, FITWEL Ambassador — CEO | LEED / Sustainability

Experience: 20 years
Registration: Professional Architect: NM #4854, LEED AP BD+C, SITES AP, Fitwell Ambassador
Education: Master of Architecture, University of New Mexico, 2005
BA Biology / Environmental Studies, University of Vermont, 1998

VERDACITY | LEED / Sustainability

6765 Guadalupe Trail NW, Los Ranchos, NM 87107

KRIS CALLORI, RA, LEED FELLOW, WELL AP, GCPF, FITWEL AMBASSADOR — CEO | LEED / Sustainability

Experience: 31 years
Registration: Professional Architect: NM #3470, CO #306006; LEED Fellow #30274; WELL AP
Affiliations: Building Enclosure Commissioning Provider, Commissioning Authority + BE, Certified Biomimicry Specialist, Guiding Principles Compliance Fellow; Green Advantage Certified Practitioner, Green Globes Professional, Fitwel Ambassador
Education: Master of Biomimicry, Arizona State University; Bachelor of Architecture, the Catholic University of America; Building Enclosure Commissioning Process Provider, University of Wisconsin

Location of Office(s) where Work will be Performed

Vigil & Associates has a southern and northern office. 95% of the work will be performed at the V&A Las Cruces Office.

LAS CRUCES OFFICE: 1765 Avenida de Mercado, Las Cruces, NM 88005, 575.527.0400

ALBUQUERQUE OFFICE: 4477 Irving NW, Suite A, Albuquerque, NM 87114, 505.890.5030

Professional Responsible for and in Direct Charge of the Work

Raymond Vigil is the professional responsible for and in direct charge of the work. Here is the required contact information.
Raymond Vigil | 1765 Avenida de Mercado, Las Cruces, NM 88005 | 575.527.0400 | Registration: NM #:004027

EPSILON SYSTEMS SOLUTIONS | Environmental Assessments

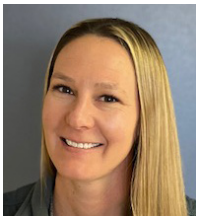
205 West Boutz Rd, Bldg 4, Suite 3, Las Cruces, NM 88005

MARK DIMSHA, MS, AICP — Environmental Analysis

Experience: 23 years
Registration: American Institute of Certified Planners (AICP); Qualified Preparer of Stormwater Pollution Prevention Plans; Qualified Compliance Inspector of Stormwater
Education: Master of Science in Civil Engineering (Enviormental Engineering), University of New Mexico
Bachelor of Science in Biology, University of New Mexico

HAVONA ENVIRONMENTAL | Environmental Assessments

PO Box 35848, Albuquerque, NM 87176



CISSY PUMA — Environmental Analysis

Experience: 22 years
Registration: AHERA Asbestos Inspector, Asbestos Management Planner, EPA Lead Risk Assessor, Certified Environmental Inspector, Applied Thermography Training
Education: Bachelor of Business Administration in Marketing, University of New Mexico, 2001; Courses in Masters of Science and Technology Program in Environmental Management, Arizona State University, 2003; Currently taking courses in Masters of Science Program in Environmental Management, Columbia Southern University

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Raymond Vigil | 1765 Avenida de Mercado, Las Cruces, NM 88005 | 575.527.0400 | Registration: NM #:004027

PAST PERFORMANCE OF THE FIRM 3

PROJECT 1

University of New Mexico - Health Sciences Center

CHANCELLOR'S OFFICE / ADMINISTRATION SUITE RENO

COMPLETED AHEAD OF SCHEDULE + $200,000 UNDER BUDGET

Office Renovation | Maximizing Daylight & Collaboration

The former Chancellor's Office and Administration Suite reflected a dated, institutional feel. Our redesign transformed it into a contemporary, connected workplace that reflects the mission of the Health Sciences Center. In collaboration with HSC Facilities and Administration, we developed a layout that enhances teamwork, improves workflow, and takes full advantage of natural daylight. The design emphasizes flexibility, transparency, and connectivity, with breakout spaces and adaptable elements to support a variety of work styles.

PROJECT HIGHLIGHTS:

- Comprehensive architectural services from design through completion
- Transformation of administrative offices into a modern, collaborative environment
- Integration of daylighting and open sightlines to create a brighter, more engaging space
- Flexible work areas and breakout zones for diverse team needs
- Stronger connectivity between staff and departments

CHALLENGES ADDRESSED: The key challenge was accommodating the program requirements and offices within a more open, collaborative layout. Thorough site investigations and proactive coordination allowed us to address unforeseen conditions without impacting the schedule.

RESULTS: The renovated suite provides a welcoming, efficient, and contemporary environment. The project was delivered ahead of schedule, under budget, and exceeded the expectations of the ownership team.

CLIENT REFERENCE: Kyle Duran, Project/Construction Manager, UNM HSC Facilities | 505.272.2584 | kwduran@salud.unm.edu

SIZE: 7,700 gsf

BUDGET:
Budget: $1.5M | Estimate: $1.3M | Bid: $1.3M | Final Cost: $1.3M

SCHEDULE:
Scheduled Completion: 8/7/2020 | Actual Completion: 7/15/2020
23 days early

PROJECT 2

Cibola County

PUBLIC SAFETY COMPLEX RENOVATION

COMPLETED AHEAD OF SCHEDULE

Adaptive Reuse & Coordinated Design

Vigil & Associates partnered with Cibola County to develop cost-effective, priority-driven design solutions for the renovation of the Public Safety Building. Early in the process, Building Information Modeling (BIM) was used to create a detailed 3D model of the existing facility, enabling precise coordination and "clash detection" to resolve conflicts before construction began—saving time and reducing costs.

The project was an adaptive reuse and near-total interior renovation of a 20,784 GSF former National Guard Armory, designed to co-locate the Sheriff's Office, 911 Dispatch Center, and Office of Emergency Management. Work included extensive spatial reconfiguration, upgraded power/data infrastructure, significant HVAC modifications, and necessary structural and plumbing updates. A new electrical service was installed to meet current demands.

Exterior improvements featured new landscaping, paving replacement, secure area creation, updated lighting, and new entry canopies. Roof repairs addressed drainage concerns, extending the building's service life.

PROJECT HIGHLIGHTS:

- Full renovation of 20,784 GSF public safety facility
- Co-location of three county departments for operational efficiency
- Extensive interior reconfiguration and systems upgrades
- New secure exterior areas, paving, lighting, and landscaping
- BIM-based design process for improved coordination and cost savings

RESULTS: The renovated facility consolidated operations, reduced the costs of maintaining multiple sites, and delivered a modern, functional hub for county public safety services.

CLIENT REFERENCE: Judy Horacek, Grants/Projects, Cibola County | 505.285.2557 | jphoracek@co.cibola.nm.us

SIZE: 20,784 sf facility | 2.86 acre site

BUDGET:
Budget: $3,500,000 | Estimate: $3,776,263 | Bid: $3,770,484 | Final Cost: $3,888,884 *Owner added to scope*

SCHEDULE:
Scheduled Completion : 7/29/2023 | Final Completion: 7/18/2023 *11 days early*

PROJECT 3

University of New Mexico

VALENCIA CAMPUS UPGRADES (CMAR)

COMPLETED ON TIME + $550,000 UNDER BUDGET

Community Facility Renovations | Site Improvements

Vigil & Associates provided full architectural services for comprehensive improvements to the UNM Valencia Campus, delivering a modern, energetic, and student-focused design. Enhancements included a new gateway plaza, a clearly defined campus entry with monument signage, and thoughtfully landscaped surroundings that create a welcoming first impression.

Interior upgrades centered on transforming the main lecture hall into an interactive, flexible learning environment. Innovative rotating seating enables seamless transitions from traditional lectures to small-group collaboration, fostering student engagement and connection. The design prioritized a student-first approach, creating inviting, inspiring spaces within a modest budget while maintaining high quality and function. The Student Union Building was renovated into a vibrant hub for student life, complemented by a new indoor/outdoor gathering and dining area designed for universal accessibility. Site improvements also addressed campus-wide grading and drainage, enhancing functionality and long-term resilience

PROJECT HIGHLIGHTS:

- Full architectural services from concept through completion
- Gateway plaza and defined campus entry with monument signage
- Southwest entrance landscaping
- Main lecture hall conversion into a collaborative learning space
- Renovation of Student Union Building (SUB)
- Addition of indoor/outdoor student gathering and dining area
- Campus-wide grading and drainage improvements
- Modern, engaging, and functional design solutions

RESULTS: This CMAR project came in $550,000 under budget and was delivered on time and with great reception.

CLIENT REFERENCE: Rick Goshorn, Director of Business Operations, UNM Valencia Campus | 505.925.8508 | rgoshorn@unm.edu

SIZE: 4,343 sf plus major campus site improvements

BUDGET:
Budget: $3,813,000 | Estimate: 3,814,268 | Bid: $3,279,268 | Final Cost: $3,261,721

SCHEDULE:
Scheduled Completion: 9/16/2021 | Final Completion: 9/16/2021
on time

CITY OF LAS CRUCES

Architectural & Engineering Services

VIGIL & ASSOCIATES
ARCHITECTURAL GROUP, P.C.

RFP No. 25-26-004
9.9.2025 | 4:00 PM

COVER LETTER

September 9, 2025

City of Las Cruces

Architectural & Engineering Services

RFP No. 25-26-004

9.9.2025 @ 4 PM

Vigil & Associates
1765 Avendia de Mercado
Las Cruces, NM 88005
off 575.527.0400

4477 Irving Blvd NW, Suite A
Albuquerque, NM 87114
off 505.890.5030

Primary Contractual Contact
Raymond R. Vigil, AIA, CSI, LEED AP
Principal / Architect of Record
ray@va-architects.com
505.890.5030

Statement of Compliance
Vigil & Associates has the ability to provide the services requested. We will comply with the contract terms and conditions in this RFP.

Acknowledgment of all Addenda
Vigil & Associates acknowledges the receipt of:
- Addendum 01
- Addendum 02

Members of the Selection Committee,

On behalf of Vigil & Associates, we are pleased to submit our proposal for Architectural & Engineering Services for the City of Las Cruces. Our firm has successfully delivered numerous on-call and as-needed contracts across New Mexico, completing projects of every scale—from re-roofs and ADA upgrades to building additions, new construction, and comprehensive master planning.

We understand that on-call assignments often carry less visibility than large capital projects, yet they are equally vital. These efforts safeguard the safety, functionality, and longevity of public facilities while supporting the daily needs of the community. We view this work as an opportunity to build lasting partnerships through responsiveness, trust, and a clear understanding of the City's priorities.

With more than 30 years of public-sector experience, Vigil & Associates is committed to producing high-quality, cost-effective, and durable designs. Our approach is grounded in the practical realities of facility use, maintenance, and adaptability, while recognizing that even the most utilitarian projects can provide opportunities to create efficient, functional, and uplifting spaces.

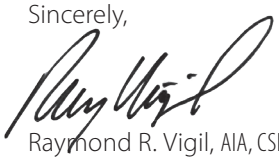
Our team is structured to respond quickly and scale services as needed, providing continuity from programming through project close-out. We employ an integrated design process that emphasizes early goal setting, coordinated system planning, and clear communication with City staff and stakeholders—resulting in streamlined delivery, cost control, and informed decision-making.

Vigil & Associates holds Resident Business Certificate No. L1042362800 and is fully committed to meeting all requirements of this RFP, including:

- Compliance with the Americans with Disabilities Act (ADA)
- Adherence to ASHRAE/IES 90.1-2010 standards
- Conformance with the New Mexico Model Energy Code

Our team is ready to begin work immediately. As President and Principal, I am authorized to contractually obligate the firm for this proposal. We greatly appreciate your consideration and look forward to the opportunity to continue serving the City of Las Cruces. Please feel free to contact me at (505) 890-5030 or Ray@VA-architects.com with any questions or requests for additional information.

Sincerely,



Raymond R. Vigil, AIA, CSI, LEED AP
President / Principal

Relevance of Previous Work

Vigil & Associates is dedicated to design and creative problem solving and provide expertise in master planning, new construction, replacement facilities, renovations, additions, HVAC upgrades, security upgrades, life-safety improvements, public facilities, ADA upgrades, code compliance and more.

Successful Aspects of Past Designs

- Efficient and Effective Award Winning Designs
- On Time and On Budget Solutions
- Low Number of Change Orders
- Quality Assurance Procedures
- Sustainable Building Practices
- Professional Quality Construction Drawings

ATTACHMENT A

CITY OF LAS CRUCES

Term Contract for Architectural and Engineering Services
Contract Number 25-26-004

Project Order	Number (#)	**Architect/Engineer:**	
Fee Proposal		**A/E's project manager:**	
Date Requested:			*(to be completed by A/E)*
Notice to Proceed:		**Project Manager e-mail:**	
Date Issued:			*(to be completed by A/E)*

Project Order Title:
Insert title here
Physical address / location here, if applicable

This Project Order, Number (Enter Number), is issued pursuant to the Agreement Between Owner and Architect, dated (Contract Date), between the City of Las Cruces and Vigil & Associates Architectural Group, incorporated herein by reference.

Scope of Work:
The scope of work for which Architect's Services are to be performed under this Project Order is generally described as:

-

A/E personnel and sub-consultants:
The A/E staffs the project orders as generally identified by function and/or discipline in the proposal and as specifically listed herein to work on this Project Order. *(to be completed by A/E)*

Schedule:
Number of calendar days required to provide Architect's Basic Services through the completion of construction documents: _____
(to be completed by A/E)

Compensation:
The A/E shall perform all architectural and engineering services required for the completion of this Project Order's scope of work for the basic compensation computed as follows:

For the services as described in the (Scope of Work above, attached document, etc.) _____ ($ _____)
(to be completed by A/E)

For services from the delivery of construction and bid documents to the completion of construction contract administration, a lump sum of _____ ($ _____)
(to be completed by A/E)

or, based on the hourly rates listed in the fee proposal,

a fixed not-to-exceed amount of _____ ($ _____)
(to be completed by A/E)

The basic compensation proposed above shall be subject to negotiation and revision. Any such revision made by the Owner shall be agreed to by the A/E prior to this Proposal Request becoming a Notice to Proceed.

Fee proposal revisions:

Proposed Fee ($)	Revised Fee ($)	Revised by Owner *(date)*	Accepted by A/E *(date)*

Project Order Proposal Submitted By:

Architect/Engineer

By: _____
(signature) *(date)*

Name: _____

Title: _____

Project Order Proposal Accepted By:

Owner

By: _____
(signature) *(date)*

Name: _____

Title: _____

Attachments:

1.
2.
3.

EXHIBIT "U"

CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of February 2026 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Wilson & Company, Inc., Engineers & Architects, of 4115 White Sage Arc, Las Cruces, New Mexico, 88011, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
On-call Architectural and Engineering services on an as-needed basis via Project Order (Attachment A) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 25-26-004, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

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

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as outlined in Exhibit A, at an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project(s) that are required by the CITY and it will serve the CITY diligently and

faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on May 1, 2026 for a term of five years through April 30, 2031, for a term of five (5) years.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY, and as agreed to for each project assigned under the terms of this Agreement.

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

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

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

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

CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

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

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE
CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

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

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

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

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

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

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

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

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

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Sreedevi Bhathala Mohanraj
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Wilson & Company, Inc., Engineers & Architects 4115 White Sage Arc Las Cruces, New Mexico 88011 ATTENTION: Esperanza Rocha

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.

WILSON & COMPANY, INC.,
ENGINEERS & ARCHITECTS

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

for BS 12/11/2025
City Attorney

EXHIBIT A

A. Project assignment is initiated by the City providing the CONTRACTOR a detailed project description, including scope of work and any other special instructions needed by the CONTRACTOR to provide complete services necessary for carrying out the work presented by the City. The CONTRACTOR shall provide services that may include, but not be limited to, the following:

    1. Pre-Design Services including but not limited to cost estimating, programming, building code reviews, master planning, and feasibility studies
    2. Preliminary and Schematic Design Services
    3. Design Development Services
    4. Construction Documents Services
    5. Design Services may include architectural, civil, structural, mechanical, electrical engineering, plumbing, and landscape architectural services
    6. Construction Contract Procurement (Bidding or Negotiation) Services
    7. Construction Contract Administration Services
    8. Other types of professional services of a nature consistent with the intent of the RFP, i.e. gathering public input, public meetings, Council meetings
    9. Contact authorities having jurisdiction

B. Documents required to be prepared by the CONTRACTOR will vary depending on the scope of work of the individual Project Order; generally, may consist of the following but not limited to:

    1. Pre-Design Services shall consist of a written program, diagrams and drawings containing design objectives, space requirements, space relationships, flexibility and expandability, site and landscaping requirements, and construction cost estimates.
    2. Preliminary and Schematic Design documentation shall consist of conceptual site and building plans, study models, perspective sketches, electronic modeling, or combinations of these media; and construction cost estimates.
    3. Design Development and Construction Documents Services consist of specifications, drawings, and bid documents.
    4. Construction Contract Administration documentation shall consist of copies of field reports, shop drawings, progress photographs, and drawings of record.
    5. Documents prepared by the CONTRACTOR for use by the City shall be delivered in electronic format in an application acceptable to the City; typically, MSWord, Excel, Building Information Modeling (BIM), and Autocad (latest version). Documents specifically for use in bidding the

work of a Project Order shall be delivered to the City in an acceptable Americans with Disabilities Act (ADA) format.

C. The CONTRACTOR shall also be able to provide the services of specific sub-consultants, including but not limited to the following:

1. Landscape Architect
2. Interior Designer
3. Professional Engineers (Civil, Structural, Electrical, Mechanical)
4. Specialized Consultants (e.g. Architectural Programming, Acoustics, Environmental Assessments, LEED certification, Historic Building Preservation / State Historic Preservation Office [SHPO])

City of Las Cruces
Procurement
-, -
700 N. Main Street, Las Cruces, NM 88001

[WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS] RESPONSE DOCUMENT REPORT

RFP No. 25-26-004

Architectural & Engineering Services

RESPONSE DEADLINE: September 9, 2025 at 4:00 pm

Report Generated: Thursday, November 20, 2025

Wilson & Company, Inc., Engineers & Architects Response

CONTACT INFORMATION

Company:
Wilson & Company, Inc., Engineers & Architects

Email:
esperanza.rocha@wilsonco.com

Contact:
Esperanza Rocha

Address:
4115 White Sage Arc
Las Cruces, NM 88011

Phone:
N/A

Website:
www.wilsonco.com

Submission Date:
Sep 8, 2025 12:44 PM (Mountain Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 29, 2025 2:45 PM by Esperanza Rocha

Addendum #2
Confirmed Aug 29, 2025 2:45 PM by Esperanza Rocha

Addendum #3
Confirmed Sep 5, 2025 6:18 PM by Tess Augustyn

QUESTIONNAIRE

1. RFP Compliance Declaration*

In compliance with the requirements of this RFP, I offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

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

Confirmed

2. NM Tax & Revenue Dept. CRS

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

02-357658-00-8

3. Current NM Secretary of State Business ID

Corporations Only

2309334

4. Current CLC Business Registration

Respondents located in Las Cruces only

12086-23

5. Federal I.D. Number *

48-1176300

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

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

Wilson & Company has significant experience managing on-call contracts for state, government, and private sector clients throughout New Mexico and the American Southwest. Our team has completed numerous building projects ranging from a few hundred dollars to multi-million-dollar projects. Our experience illustrates our capacity, capability, discipline, and subject matter expert matter knowledge of design services while delivering multiple tasks concurrently.

Cities: Las Cruces, Albuquerque, Grants, Lordsburg, Rio Rancho, Santa Fe, Sunland Park, Truth or Consequences
Counties: Doña Ana, Bernalillo, Cibola, Lincoln, Los Alamos, Luna, Otero, Sandoval, Sierra
Villages: Milan, Pecos, Ruidoso, Williamsburg
NMDOT: Districts 1 through 6, South Region Design, Central Design, and Northern Design
Albuquerque/Bernalillo County Water Utility Authority
Albuquerque Metropolitan Arroyo Flood Control Authority
Cooperative Educational Services
Eastern Sandoval County Arroyo Flood Control Authority
Los Alamos National Laboratory (LANL)
NASA-White Sands Test Facility
Navajo Engineering & Construction Authority
Navajo Nation Division of Transportation
North Central Regional Transit District

Sandia National Laboratory (SNL)
Santa Fe Public Schools
Southern Sandoval County Arroyo Flood Control Authority
Town of Bernalillo

Pre-design services

Pre-design is work that is largely composed of investigation, including fact-finding of needs, users, site, and budget. As part of our submittal to this stage, we provide program areas, adjacent sketches, massing visuals, and a record of all meeting minutes.

Preliminary and schematic design services

Schematic design is the first step in putting the findings of the pre-design stage on paper and offering multiple proposed solutions. Here, constant engagement with the stakeholders and clients make sure a lockstep agreement with the foundational design elements. We also develop and provide preliminary project development, conceptual cost estimation, and a record of all meeting minutes as part of our submittal to this stage.

Design development services

Design development is composed of refinement and technical problem-solving. Here we begin to utilize Revit in coordinating all the major building components, putting the project on the right track with development to the next stage. Here, the BIM model has a Level-of-Development 200. We also develop and provide as part of our submittal to this stage, we provide: technical specifications, probable cost estimate, and record of all meeting minutes.

Construction documents services

Our architectural team utilizes the latest version of Revit and professional specification writing software. Using the latest technologies allows us to better coordinate our drawings with the specs. During the construction document phase, our BIM model has a Level of Development 350. We require all of our structural and MEP drawings to be developed in Revit, which aids in coordination and model clash detection.

Design services

Architectural (include architectural programming)

At Wilson & Company, we take pride in delivering a full spectrum of expertise that empowers our clients to envision, construct, and manage aesthetically pleasing and cost-effective facilities. We blend functionality, aesthetics, and affordability to ensure that each facility we design meets immediate requirements and stands with enduring quality throughout its lifecycle.

Wilson & Company bases its architectural designs on a collaborative process that empowers our staff to explore options, share knowledge, and create innovative solutions that meet our clients' needs while respecting our communities' culture and built environment. We are passionate about architecture and believe our designs inspire people and improve the world. Our design expertise includes new construction and renovation of existing buildings for educational, commercial, institutional, industrial, and correctional facilities. For most project types, we try to meet with the relevant stakeholders before the pen meets the paper by interviewing and noting their needs and desires. We will then meet with the City's project manager to vet the initial program space requirements, confirm that the project aligns with the budget, and make sure that users' and stakeholders' programs are appropriately accounted for. Our most successful architectural projects are invariably the result of effective collaboration with our clients.

Most of our architectural projects are for public sector clients. Our extensive experience includes stand-alone design projects, master planning, and open-ended contracts. Our architects provide services in evaluation, analysis, planning, design, and estimating new and existing facilities, including prototype designs.

Civil (site development, parking lot, support for building)

Our experience spans from initial alignment and alternative analysis to preliminary and final design and construction administration. If enabling roadway work is needed, we can provide horizontal and vertical alignments, drainage mitigation and improvements, lane capacity requirements and configuration, queuing analysis for turn lane need determination, signalized intersection modeling and design, lighting, temporary traffic control, permanent signing and striping, and right-of-way (ROW) requirements. Under recent on-call contracts, Wilson & Company assisted the City with Sonoma Springs Extension and Camino Coyote roadway projects. Our transportation services include parking lot planning and design, roadside safety audits, urban roadway and geometric design, sidewalk and multi-use trail planning and design, existing ROW determination, and ROW mapping.

Wilson & Company has considerable experience in site development. We facilitate the site development approval process for obtaining construction permits by interacting with planning and zoning committees in numerous municipalities in New Mexico. In the review process, we help draft optimal site development agreements and clarify the property's easements and covenants. Our team designed and constructed a 1,300-sf restroom building for East Mesa Recreation Complex in Phase I, and Phase II includes a sports complex design. Our site development team offers services in due diligence, residential and commercial master planning, development agreement assistance, public infrastructure coordination, grading and drainage, utility plans, revised platting, annexation, and public meetings.

Structural

The public's general health, welfare, and life safety are at the forefront of design considerations and the purpose of the building codes. Our experienced team of in-house professionals includes structural engineers. Our building projects typically require the design of structural systems for new construction or the retrofit of existing structures. The structural systems support vertical and lateral loads such as mechanical equipment, roof and floor structures, and wind and seismic loads. These loads are safely transferred to the ground using efficient design practices. Our team brings extensive experience in structural design for facilities—from roof to foundation—and for site-related elements such as retaining walls, bridges, drainage structures, and other critical infrastructure components. We apply industry-standard software and traditional calculations to verify compliance with code intent.

Mechanical, electrical engineering, plumbing (MEP)

Wilson & Company values the quality of our design work and strives to provide our clients with safe, healthy, and energy-efficient buildings. We design projects to meet user needs and deliver durable, maintainable, and energy-efficient systems that are easy to understand and operate. Our mechanical and electrical groups are involved in many building condition assessments, evaluations, and energy audits for clients who want to improve their buildings' performance. Energy costs for heating, ventilating, and air conditioning (HVAC), lighting, and electrical systems are significant over the life of any facility. With our design experience, LEED concept planning, and knowledge of building energy modeling software, we can provide tools and guidance to building owners so they can make good decisions regarding their facilities. We can provide functional testing and commissioning for designated M/E systems or the entire building design process. Wilson & Company has staff certified as Commissioning Process Providers.

Electrical (facilities)

Wilson & Company has provided electrical design for the last 91 years. Our experience ranges from simple commercial design of warehouses to the highly technical design of substations and power generation. The electrical engineering team is well-versed in load flow analysis, protective device coordination, and arc flash hazard analysis. It has executed several one-of-a-kind projects for confidential customers in the science and technology fields. We have designed some of the longest underground distribution systems in the country and were required to consider the ferroresonance effect on these circuits. The development of solar and wind farm systems, lift stations, hazardous material loading stations, processing plants, supervisory control and data administration (SCADA) systems, and protective relaying is all part of our history.

Landscape architectural services

We meticulously design our landscaping strategy to enrich aesthetic appeal, bolster environmental sustainability, and elevate the overall functionality of the project. By integrating native plant species, we aim to reduce maintenance needs and water usage,

supporting local biodiversity and creating a resilient ecological environment. Thoughtfully designed green spaces will serve as natural gathering points, enhancing social interaction and community well-being. Our approach includes placing trees and vegetation to provide natural shade, reduce heat island effects, and improve air quality, contributing to a healthier urban environment. Including permeable paving materials and bioswales in the design will manage stormwater effectively, preventing runoff and promoting water conservation. This comprehensive landscaping approach allows the project to look inviting and operate efficiently, offering a sustainable and dynamic space that meets the needs of all users and integrates seamlessly with the surrounding environment.

Interior design

Wilson & Company has an in-house interior designer who can assist the end-users and stakeholders in selecting select finishes, fixtures, and furniture for building interiors. During the early design phase, we take a survey of what the needs are by interviewing existing or future stakeholders to make sure the Interiors can best suit the occupants. We can provide multiple options and utilize visuals and renderings to make sure communication of design-intent is clear, all with the intention of making a more turn-key building.

Acoustics

For building programs with assembly use, our subconsultant, Wave Engineering, can provide acoustical analysis of spaces to verify maximum comfort and/or legibility. Wave Engineering is an independent consulting firm, offering a full range of consulting and on-site acoustic and vibration testing and monitoring services. They use state-of-the-art technology, computer modeling, and predictive software to assess the problem and predict the effectiveness of potential solutions, with an emphasis on practical solutions. Jeff Kwolkoski holds the acoustical consultants equivalent of a license, issued by the Institute of Noise Control Engineering Board Certified (shown as INCE Bd Cert.).

Environmental Assessments

With our subconsultant, Terracon, we can provide asbestos and lead surveys for building renovations and/or demolition, geotechnical reports for new construction, and materials testing during construction phases. We have an in-house team of subject matter experts who can quickly analyze the results of such assessments and provide quick solutions.

LEED Certification

Wilson & Company has been at the forefront of architectural firms that have embraced the knowledge and application of the U.S. Green Buildings Council's LEED green building rating system. When developing solutions, we consider sustainability, which means being mindful of energy costs, environmental impacts, life cycle benefits, and the impacts of these solutions on future generations. Design professionals must consciously assess these factors when creating design ideas for mechanical and electrical systems while

weighing the effects on other vital factors such as maintainability, equipment first costs, and occupant comfort. Our future depends on it.

Wilson & Company regularly incorporates higher energy-efficient design standards when approaching project solutions. LED lighting and occupancy controls are standard in design. We regularly meet or exceed the ASHRAE Energy Standard for Buildings Except Low-Rise Residential Buildings (Standard 90.1-2016) when assessing power consumption and mechanical system energy usage. With plumbing design, we will always select low-flow fixtures unless there are safety or operational considerations.

Additionally, our team includes Verdacity, a firm led by Kris Callori, a LEED Fellow, an honor awarded to fewer than 300 professionals worldwide. Verdacity has two registered architects, five LEED Accredited Professionals, and three Green Globes Professionals. At Verdacity, they collaborate closely with design teams to align building performance with climate-specific strategies. They analyze site conditions to inform building orientation and massing. Once the building layout is established, they evaluate energy and daylight performance to optimize mechanical, electrical, and envelope system selections. Verdacity prioritizes low-maintenance, cost-effective solutions that support occupant comfort and functionality. Their goal is to help projects achieve daylight autonomy, energy efficiency, and carbon neutrality while considering programmatic and budgetary needs.

Historic Building Preservation/State Historic Preservation Office (SHPO)

Wilson & Company will utilize a key subconsultant to fulfill any historic building preservation scope items. Environmental Consulting & Technology, Inc. (ECT) brings an experienced historian to the team. Kim Parker, ECT's historian, has over 24 years of experience in cultural resources management in New Mexico, with over 20 years of experience functioning as a historian. She is listed as a Historian in the New Mexico SHPO Directory of Qualified Supervisory Personnel and has held that listing since 2004. In addition, she meets or exceeds the Secretary of the Interior's Standards for Historian and Architectural Historian. She has experience with built environment inventories and mitigation projects, including completing the Historic American Building Survey and Historic American Engineering Record documentation.

Construction contract procurement (bidding or negotiation) services

Wilson & Company can assist the City in any type of construction procurement method. We have experience with request-for-proposals, request-for-qualifications, construction-manager-at-risk, design build, and others. We can help the City vet the most suitable contractor that fits the job description. Wilson & Company has its own Plan Room where we can store and distribute the procurement documents.

Other professional services

Wilson & Company prides itself on having a deep bench of professionals, each with a broad range of expertise. Other than the major design services, we can provide 3D printing, accessibility compliance review, construction defect analysis, probable cost estimating, facility assessments, renderings/virtual reality, space planning, and workshops.

MAJOR TASKS TO BE ACCOMPLISHED*

Project management/project management plan (PMP)

Program manager Louis Edwards, RA, will serve as your main point of contact. Louis will work closely with the City of Las Cruces project manager and design staff and be available to the City to review priorities, including technical and non-technical support. During visits, Louis will meet with staff to discuss various topics and projects and will further investigate them as needed. He will include additional Wilson & Company staff at these meetings to coordinate with the proper team members. Louis will prepare a detailed scope of work and fee estimate for every project assignment. He will work with the appropriate technical staff to verify that the assignment is adequately addressed and develop a project proposal. Our team and the City of Las Cruces will create a project assignment proposal that confirms both parties understand the work involved and align the project's expectations and outcomes. Project assignments will be presented to the City for acceptance as required.

Task order process

Upon acceptance of a project assignment proposal, Louis will work directly with the City to execute the assignment and move towards a notice to proceed (NTP). Following acceptance of the project assignment proposal, our team will hold an initial meeting with internal team members to communicate the schedule and establish critical milestones and submittal dates (field check, office check, completion, etc.). During this meeting, our team will define the sources of available project data, which may require field survey, data collection, or geotechnical services. Our team will discuss the governing design criteria and design issues to make sure all parties are aware of the concerns that could be encountered. Louis will work with the assigned key task lead to develop a PMP for the project team. We use the PMP as an essential part of our process to confirm that we meet budget and schedule requirements and comply with our internal quality assurance plan (QAP).

Quality of work

Our team has reviewed the RFP and scope of services, and we understand your projects could require programming, design, design development, planning, studies, survey, geotechnical services, construction documents and administration, estimating, bidding, furniture/fixtures/equipment (FF&E), and project closeout. To meet these requirements, Wilson & Company's team will provide

excellent project management using the established PMP to control costs, monitor work quality, and meet deadlines. Our strong core of experienced professionals brings a long history of commitment to project successes throughout New Mexico, which will translate directly to the success of your projects.

Quality assurance/quality control (QA/QC) procedures

Wilson & Company performs QA/QC assessments throughout project management. Quality managers Rick Green, RA, and Derek Meier, PE, will perform quality control checks and certify that all deliverables adhere to the contract and specifications as defined.

How do we control construction costs?

Accurate conceptual cost estimating can aid the City in assessing the magnitude of the costs of a project early in design with our conceptual cost estimating procedure:

- Estimate construction costs at each phase of design.
- Quantify mission-critical and long-lead-time items (e.g., electrical transformers and switchgear, pumps, HVAC chillers).
- Establish additive percentages for miscellaneous items by groups (e.g., paving, landscaping, furnishings, and equipment).
- Add in project-specific major items.
- Apply design and construction contingencies that reflect the design development level.
- Tie specifications, cost estimate, and schedule together using the Construction Specifications Institute numbering system to capture items of work.

How do we control consultant costs?

- **Effective scoping.** We will work with the City to identify and develop the work tasks requested and complete a detailed scope and work hour estimate.
- **Continuous review.** Program manager Louis Edwards will continuously review the scope and budgets with task leads as projects advance. Scope changes and budget variances will be dealt with through early identification. Our team will not perform out-of-scope services without prior City approval.
- **Continuous communication.** Louis will communicate regularly with the City's project manager to update all project information and review decisions as needed.

What is the key to this process?
The initial development and evaluation of a historical database of similar projects provides accurate identification of additive percentages and contingencies. If applied properly, this process has proven to estimate project construction costs accurately very early in the design development.

How do we control the schedule?
Maintaining a detailed task order schedule, developed jointly with the City, to track MS Project planning and design projects, is critical to completing an assignment within budget. An essential aspect of the schedule development is to consider time-consuming activities such as coordination and review. As such, maintaining the schedule requires timely decisions. Louis will monitor the design schedule with each task lead, make necessary adjustments, and report regularly to the City.

How do we control quality?
Mandated QC budgets will be built into schedules on assignments with significant deliverables through a mandated QC review period. We develop a specific QC procedures document on large projects, which the appropriate QA/QC manager will audit and certify for each deliverable.

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

It starts with contract management

Our team recognizes that strong project management, well-defined and open lines of communication, sound and innovative technical expertise, and the ability to respond quickly and thoroughly to each assignment are key to the success of this on-call contract. To facilitate responsiveness, we will utilize a management structure for the life of the contract that combines the strengths of our principal-in-charge (PIC) Michael Wright, RA, NCARB; Louis Edwards, RA as our project manager and project architect, and our experienced discipline leads.

Michael will be the City's primary point of contact. Louis will work directly with the City project manager to define each task in terms of scope, budget, and schedule, execute the task order, and move towards an NTP. After the initial communication with Michael, Louis will select the appropriate discipline lead to serve as the task order project manager. To maximize our efficiency, we anticipate that Louis will serve as the project manager as well as the project architect in many instances. Louis will work with the task manager to organize a team for the assignment and provide the necessary resources for the project.

Once the team is established and the task order is underway, the task manager leading the assignment will work with the City and stakeholders to execute the assignment. Michael will remain involved in work as the primary point of contact for the City. This structure will provide the City with a consistent point of contact on general matters while streamlining communications on more detailed matters during assignment execution. Michael will stay informed of progress on all task orders performed under the contract.

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

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

Our team organization

To provide attentiveness and the highest level of technical capability to the City, our Project manager/project architect Louis Edwards, RA and PIC/program manager, Michael Wright, rely on the expertise and experience of several key project/task managers. These task managers, identified in the team chart in list format, are instrumental in the successful completion of all aspects of this contract, each having specialized skills to benefit the City. Our organizational plan addresses all the needs to complete projects that the City requires. Our team is available for immediate assignment, offering the City assurance of staff availability throughout the project. Key personnel with short resumes are noted with a *.

Project manager/project architect
Louis Edwards, RA*

PIC/program manager
Michael Wright, RA, NCARB*

QA/QC managers
Rick Green, RA, FCSI, CCS, CCCA, LEED AP - Architecture/specs*
Derek Meier, PE - Engineering

Engineering
Brigitte Fuller, PE – Civil*

Marc Hess, PE – Electrical*
Paul Swiderski, PE, LEED AP – Electrical
John McNamara, PhD, PE, PMP – Structural*
Clayton Abbot, PE – Mechanical/plumbing*
Ivan Avelar, PE (Terracon) – Geotechnical

Architecture
Ricardo Maldonado, RA
Matthew Miller, RA
Scott Neiss, RA
Tim Rugg, RA – Specialized design architect
Amelia Kloer – Architectural designer
Tonya Peters – Interior designer
George Radnovich, FASLA, PLA – Landscape (SSW)*

Planning
Noah Berke, AICP – Planner
Santiago Vallejo-Gutierrez – Planner

Surveying
Ben Aragon, PS

Environmental
Blake Roxlau
Larri Erstad - Environmental Assessments (Terracon)
Kris Callori, RA, LEED Fellow, WELL AP - LEED Cert. (Verdacity)
Jeff Kwolkoski, PE - Acoustics (Wave)

Construction administration
Chris Perea, PE
Todd Gonzales

Specialized
Kim Parker – Historic building preservations/SHPO (ECT)
Sean Kellenbarger – Kitchen (Landmark)
Rodolfo Rascon De Lira, PhD - Materials testing (Terracon)

Key personnel resumes

Louis Edwards, RA | Project manager/project architect | Years of Experience: 15 total, 2 with firm | NM RA #6455, also licensed in TX | MA, Architecture, University of Houston; B.EnvD, Environmental Design (Minor: Urban and Regional Planning), Texas A&M University | Louis is responsible for and in direct charge of the work in this contract, and will oversee all work as project manager and project architect. | Location: El Paso, TX | Percent of time assigned: 60%

Louis is knowledgeable in various disciplines in the architecture and engineering industry. He is skilled at translating client intentions into substantial deliverables. Louis' expertise includes conceptual design, development of construction documents, and QA/QC of discipline documentation. Louis has been responsible for project management of architectural-focused projects and has prepared conceptual cost estimates to help clients determine design elements that fit their construction budgets. His international experience allows him to incorporate a global perspective into local solutions. He monitors performance and identifies/mitigates risks associated with contracts.

Relevant experience

- Pioneer Woman's Park Improvements, City of Las Cruces, NM | Project manager
- East Mesa Public Recreation Complex Phase II, City of Las Cruces, NM | Project manager
- La Llorona Park Improvements, City of Las Cruces, NM | Project manager
- Fairgrounds Improvements, Lincoln County, NM | Project manager
- Child Care Center Expansion, Luna County, City of Deming, NM | Project manager
- Sierra County Fairgrounds, Sierra County, NM | Project architect
- Wayfinding Implementation, City of Sunland Park, NM | Project manager

Michael Wright, RA, NCARB | PIC/program manager | Years of Experience: 32 total, 32 with firm | NM RA #005225, also licensed in several other states; National Council of Architectural Registration Boards (NCARB) | MA, BAA, Architecture, University of New Mexico | Michael is our signing authority and responsible for and in direct charge of all work provided by Wilson & Company. | Location: Albuquerque, NM | Percent of time assigned: 20%

Michael's experience with the design and construction of educational, commercial, and industrial buildings provides cost-effective, real solutions to clients, while managing their risk. He has specialized training in project management and leadership which minimizes risk to owners and helps to ensure project success. Michael has proven skills in organization, problem solving, objective evaluation and risk management, illustrated in the successful completion of approximately $50 million in building construction during the last five years.

Relevant experience

- Timberon Fire Station, Otero County, NM | PIC and lead designer
- E911 Renovation, Otero County, NM | PIC
- Law Enforcement Training Center, City of Artesia, NM PIC | Lead designer
- Public Works Facility, Santa Fe County, NM | Designer
- Multiple Re-Roofs for Sandia National Labs (SNL), Albuquerque, NM | PIC

Rick Green, RA, FCSI, CCS, CCCA, LEED AP | QA/QC manager - Architecture/specs | Years of Experience: 50 total, 36 with firm | NM RA #002151, also licensed in AZ, CA; Certified Construction Contract Administrator (CCCA), Certified Construction Specifier (CCS), Construction Specifications Institute (CSI), LEED AP | MS, BS, Architecture, University of Michigan | Rick is responsible for and in direct charge of QA/QC all architecture and spec work. | Location: Phoenix, AZ | Percent of time assigned: 25%

An expert in building science and project delivery, Rick's expertise includes corrections/ law enforcement facilities; educational, commercial, and retail projects; offices; renovations; building codes; programming; site analysis; design; cost analysis; drawings; specifications; procurement requirements; and construction administration services. He initiates, develops, and monitors methods of production, content, QA, and construction phase services. Rick is recognized by the construction industry as one of the country's

leading authorities on construction contract documents. He is a co-author of the U.S. National CAD Standard and the Architect's Guide to the U.S. National CAD Standards.

Relevant experience

- Timberon Fire Station, Otero County, NM | QA/QC
- Sunland Park Community Center, City of Sunland Park, NM | Specifications, QA/QC
- Guadalupe County Courthouse, Santa Rosa, NM | Project architect
- New Mexico Workers' Compensation Administration Building, Las Vegas, NM | Project architect
- Southside Teen Center, City of Santa Fe, NM | Specifications, QA/QC
- Federal Law Enforcement Training Center, Artesia, NM | QA/QC

Brigitte Fuller, PE | Civil engineer | Years of Experience: 28 total, 25 with firm | NM PE #15102 | BS, Civil Engineering, New Mexico State University | Brigitte is responsible for and in direct charge of the civil engineering work. | Location: Las Cruces, NM | Percent of time assigned: 40%

Brigitte specializes in roadway and drainage design, with responsibilities in project management and administration, client interface, and project design. Her experience ranges from roadway design and reconstruction projects to transportation-related drainage design involving H&H and channel stability, scour analyses, and floodway inundation. She also oversees resource allocation, planning, and risk assessment.

Relevant experience

- East Mesa Public Recreation Sports Complex—Phase 1, City of Las Cruces, NM | Project manager
- East Mesa Road Study and Access Road Design, City of Las Cruces, NM | Project manager
- Aztec Arterial Route, City of Aztec, NM | Project manager
- 4th Street Roadway Reconstruction and Drainage Improvements—Phase I, City of Anthony, NM | Project manager
- Taylor Ranch Park—Phase 1, City of Hobbs, NM | Project engineer

Marc Hess, PE | Electrical engineer | Years of Experience: 17 total, 17 with firm | NM PE #28476 | BS, Electrical Engineering, University of Kansas | Marc is responsible for and in direct charge of electrical engineering work. | Location: Kansas City, MO | Percent of time assigned: 40%

Marc has broad electrical design, project management, and consulting engineering experience. His knowledge covers all building and site electrical design aspects, including power distribution, lighting (interior, exterior, and roadway), electrical equipment, cabling, hazardous area classifications, loop diagrams, and arc flash hazard analysis. Marc has provided electrical design to educational facilities, public facilities, public utilities, parks, and commercial projects. Building design capabilities include building power systems, lighting, telecom, and various specialized systems.

Relevant experience

- East Mesa Public Recreational Complex Phase II, City of Las Cruces, NM | Electrical engineer
- Dos Lagos Multi-generational Center Phase II, City of Anthony, NM | Electrical engineer
- Santa Teresa Terminal, UPRR, NM | Electrical engineer
- Blue Hole Restrooms, City of Santa Rosa, NM | Electrical engineer
- Mettie Jordan Elementary, Eunice Public Schools, NM | Electrical engineer
- Missouri Avenue Elementary, Roswell Independent School District, NM | Electrical engineer
- Capitan Schools HVAC Replacement, Capitan Municipal Schools, NM | Electrical engineer

John McNamara, PhD, PE, PMP | Structural engineer | Years of Experience: 22 total, 1 with firm | NM PE #20581, also licensed in 14 other states, Project Management Professional (PMP) | PhD, Structural Engineering, University of California; MS, BS, Civil Engineering (focus Structural Engineering), New Mexico State University | John is responsible for and in direct charge of the structural engineering work. | Location: Albuquerque, NM | Percent of time assigned: 50%

John is a dynamic leader with significant experience specializing in architectural and engineering services, program management, team leadership, strategic planning, and business development. He champions innovation and continuous improvement by overseeing

complex engineering projects from concept to completion. John is skilled in negotiating and collaborating with clients and partners, confirming top-notch quality and timely project delivery. He has worked on new building design and construction, as well as existing building renewal and renovation projects. John has extensive experience leading teams of engineers and architects on complex and challenging projects.

Relevant experience

- Administration Building, Torrance County, NM | Lead structural engineer
- Brewer Arena Assessment and Upgrades, Los Alamos County, NM | Project manager and lead structural engineer
- Ice Rink Planning, Los Alamos County, NM | Project manager
- Warehouse 21 Evaluation, City of Santa Fe, NM | Project manager
- Annual Core Research Reactor 3-Ton Crane, Sandia National Laboratories, Albuquerque, NM | Project manager and lead structural engineer

Clayton Abbot, PE | Mechanical/plumbing engineer | Years of Experience: 22 total, 19 with firm | NM PE #23856, also licensed in 18 other states | BS, Architectural Engineering, Kansas State University | Clayton is responsible for and in direct charge of any mechanical and plumbing design work. | Location: Salina, KS| Percent of time assigned: 40%

Clayton specializes in mechanical and electrical building design, mechanical/process design, and project management. He leads the design and specification of mechanical systems, oversees construction administration, and manages mechanical projects. As a project manager, he directs major energy and railroad fueling projects. His experience spans a wide range of facilities, including office buildings, churches, schools, dormitories, banks, medical office buildings, ambulatory surgical centers, hospitals, retail buildings, truck stops, large warehouses, railroad and fueling facilities, and high-end residential properties. Clayton has designed HVAC systems, piping and plumbing systems, temperature controls, medical gas and compressed air systems, process piping, industrial waste systems, fire protection, lighting, power, and fire alarm systems.

Relevant experience

- East Mesa Public Recreation Sports Complex—Phase 1, City of Las Cruces, NM | Project manager

- East Mesa Road Study and Access Road Design, City of Las Cruces, NM | Project manager
- Aztec Arterial Route, City of Aztec, NM | Project manager
- 4th Street Roadway Reconstruction and Drainage Improvements—Phase I, City of Anthony, NM | Project manager
- Taylor Ranch Park—Phase 1, City of Hobbs, NM | Project engineer

George Radnovich, FASLA, PLA | Landscape architect | Sites Southwest (SSW) | Years of Experience: 40+ total, 28 with firm | Landscape Architect (NM PLA #92) | BA, Architecture, University of New Mexico; coursework for Masters in Community and Regional Planning | George is responsible for and in direct charge of the any landscape architecture scope items and work on behalf of Sites Southwest. | Location: Albuquerque, NM | Percent of time assigned: 10%

George brings 40 years of expertise to the team and is well known in the Southwest for supporting quality-of-life projects prioritizing environmental sustainability. His competence includes urban design, water conservation, and green stormwater infrastructure. George has planned and designed numerous projects in the region. His goal has always been to better the world by enhancing the landscape. George also uses transparent communication, effective contract management, and expert outreach to give excellent service to our clients. His team management abilities and familiarity with municipal landscapes and their management contribute to the success of our projects, as does his instinctive understanding of resource conservation, which he has diligently promoted throughout his career. George has managed multiple on-call contracts, so he understands the task order procedure and the flexibility that comes with them.

Relevant experience

- Landscape Architectural Design Services, City of Las Cruces, NM | Principal
- East Mesa Recreation Complex, City of Las Cruces, NM | Principal landscape architect
- On-Call Landscape Architectural Design, City of Albuquerque, NM | Principal landscape architect
- East Lohman Development Plan, City of Las Cruces, NM | Principal landscape architect
- Chandler Tank Park Design, City of Las Cruces, NM | Principal landscape architect

PRINCIPAL MEMBER/OFFICER OF THE FIRM RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT*
Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.

Principal

Contact: Michael Wright, RA, NCARB
4115 White Sage Arc, Las Cruces, NM 88011 | 575.527.9257 | Fax 575.527.9258 |
michael.wright@wilsonco.com | Responsible for administration of the contract

Subconsultants

Wilson & Company proposes to team with the following subconsultants, based on their successful performance, specialized skills, and experience.

Sites Southwest (SSW) | Role: Landscape architecture | Location: 100% of the work performed out of 1700 Central SW, Suite B, Albuquerque, NM 87104 office | Sites Southwest (SSW), established in 1997, is a landscape architecture and planning firm rooted in sustainability and community driven. They are a firm of 19 professionals with employees in Albuquerque, New Mexico, El Paso, Texas, Bend, Oregon, and Flagstaff, Arizona. The owners are George Radnovich, FASLA, PLA, principal landscape architect; and Phyllis Taylor, AICP, principal planner. **Why selected:** Wilson & Company and SSW have worked together extensively. At SSW, their roots are in the American Southwest, but their philosophy is universal. Their work integrates native landscapes, water-wise infrastructure, and transformative planning to create lasting, community-led solutions.

Wave Engineering, Inc. | Role: Acoustical Consulting | Locations: 90% of the work from 1100 W. Littleton Blvd, #420 Littleton, CO 80120 office | 10% of the work from 500 East Blvd #2852, Rapid City, SD 57701 office | Wave Engineering is an independent consulting firm, offering a full range of consulting and on-site acoustic and vibration testing and monitoring services. They use state-of-the-art technology, computer modeling, and predictive software to assess the problem and predict the effectiveness of potential solutions, with an emphasis on practical solutions. **Why selected:** Wave Engineering consultants work to integrate acoustic solutions into the design, improve client satisfaction, and help the project get the most “bang for the buck”. They can also troubleshoot existing acoustic issues. Jeff Kwolkoski holds the acoustical consultants equivalent of a license, issued by the Institute of Noise Control Engineering Board Certified (shown as INCE Bd Cert.). Jeff is one of six located in CO, and there are only 137 people who hold this distinction across the United States. Wave Engineering has two personnel with this distinction.

Terracon Consultants, Inc. | Role: Environmental assessments, geotechnical engineering, materials testing | Location: 100% of the work performed out of their 4450 Bataan Memorial E, Las Cruces, NM 88011 office | With over 60 years of experience providing environmental consulting, geotechnical engineering, materials testing, and facilities consulting, Terracon is a nationwide company with over 180 offices employing over 7,000 people. In the engineering industry, Terracon has established a strong reputation for "thinking outside the box" to provide solutions to clients by producing on-time and real-time data-driven insights, provided by their talented employee-owners, creating an unmatched client experience that spans the lifecycle of any project from earth to sky, serving a diverse portfolio of private and public clients. By being responsive, resourceful, and reliable, they strive to exceed our clients' expectations for service, solutions, quality, and speed of delivery. Why selected: Wilson & Company and Terracon have worked together on many projects throughout the years. Additionally, Terracon's experience includes a wide variety of complex building types, including: Aerospace Data Facility SW Building 6, NASA White Sands Test Facility (WSTF), NM; 6.1M Earth Station Antenna, NASA WSTF, NM; 12.92-mile Border Fence EP2 (Segment 3) Replacement, Rural Columbus, Luna County, NM; McGregor Ready Building Tactical Operations Center, McGregor Base Camp, Fort Bliss, TX.

Verdacity, LLC | Role: LEED Certification | Location: 100% of the work performed out of 16765 Guadalupe, Albuquerque, NM 87104 | Verdacity is an industry-leading sustainability consulting firm that believes buildings can positively contribute to human and environmental health. Verdacity helps bring high-performance green buildings to life through innovative approaches to energy, water, and resource use, as well as the selection of nontoxic construction materials and procedures. The firm has been honored as an AIA Consultant of the Year, and by Albuquerque Business First as one of New Mexico's Fastest Growing Companies and Best Places to Work. Verdacity is a Woman-Owned Small Business and a Certified B Corporation. Why selected: Verdacity is an industry-leading sustainability consulting firm dedicated to make sure that buildings contribute positively to both human well-being and environmental health. They are proud of their pioneering work, which includes the first LEED-certified building in New Mexico and the first LEED-silver office building in Albuquerque to name a few accolades. Additionally, Verdacity has experience with the following buildings in the City of Las Cruces: Las Cruces Fire Station 3 – LEED Silver; East Mesa Public Safety Complex – LEED Certified; Animal Services Center of Mesilla Valley – LEED Certified; Mobile Integrated Healthcare – LEED NC registered; and Water Quality Lab – LEED NC registered.

Environmental Consulting & Technology, Inc. (ECT) | Role: Historic Building Preservations/SHPO | Location: 100% of the work performed by Kim Parker who works remote from Albuquerque, NM 87110. She is connected to ECT's office located at 11740 Katy Freeway, Suite 1700, Houston, TX 77079 | ECT provides environmental and sustainability consulting solutions that meet the needs of large-scale, complex projects and ongoing management and compliance programs nationwide. With more than 250 professionals in

29 states, ECT specializes in natural and cultural resources, ecosystem restoration, remediation, water resource initiatives, and sustainability programs requiring cutting-edge technologies, effective permitting strategies, and responsive project management. ECT's professional scientists, engineers, planners, landscape architects, and management consultants listen to their clients' specific needs and develop sound solutions that accomplish project goals on time and on budget. Why selected: ECT brings an experienced historian to the team. Kim Parker, ECT's historian, has over 24 years of experience in cultural resources management in New Mexico, with over 20 years of experience functioning as a historian. Kim is listed as a Historian in the New Mexico SHPO Directory of Qualified Supervisory Personnel and has held that listing since 2004. In addition, she meets or exceeds the Secretary of the Interior's Standards for Historian and Architectural Historian. Kim has experience with built environment inventories and mitigation projects, including the completion of the Historic American Building Survey and Historic American Engineering Record documentation.

Landmark Kitchen Design, LLC (Landmark) | Role: Kitchen Consultant | Location: 100% of the work performed out of 1940 W. Chandler Blvd, Suite 2-453, Chandler, AZ 85224 office | Landmark specializes in foodservice project planning, programming, design, and full project or construction management through implementation. Their services are tailored to each client's needs, from surveying existing facilities and equipment to preparing construction and bid packages, and managing development through to operation. Why selected: Landmark is a design-only firm with extensive experience across multiple market segments. Their recommendations are based solely on project needs—not on equipment affiliations or buying groups.

LOCATION(S) OF OFFICE(S) *
Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

Wilson & Company Inc., Architects & Engineers | We anticipate 70% of the work for this contract being completed out of our Las Cruces office (4115 White Sage Arc, Las Cruces, NM 88011); with the remaining 30% split between our Albuquerque office (4401 Masthead Street NE, Suite 150, Albuquerque, NM 87109); El Paso office (3801 B Constitution Dr, Suite 300, El Paso, TX 79922); Phoenix office (410 North 44th Street, Suite 460, Phoenix, AZ 85008), Kansas City office (800 East 101st Terrace, Suite 200, Kansas City, MO 64131), and Salina office (1700 East Iron Ave, Salina, KS 67401).

Sites Southwest (SSW) | Anticipates 100% of their work will be performed out of 1700 Central SW, Suite B, Albuquerque, NM 87104 office.

Wave Engineering, Inc. | Anticipates 90% of their work to be performed from their 1100 W. Littleton Blvd, #420 Littleton, CO 80120 office and 10% from their office located at 500 East Blvd, #2852 Rapid City, SD 57701.

Terracon Consultants, Inc. | Anticipates 100% of their work to be performed out of their 4450 Bataan Memorial E Las Cruces, NM 88011 office.

Verdacity, LLC | Anticipates 100% of their work to be performed out of their 16765 Guadalupe, Albuquerque, NM 87104 office.

Environmental Consulting & Technology, Inc. (ECT) | Anticipates 100% of the work to be performed by Kim Parker who works remotely from Albuquerque, NM 87110. She is connected to ECT's office located at 11740 Katy Freeway, Suite 1700, Houston, TX 77079.

Landmark Kitchen Design, LLC (Landmark) | Anticipates 100% of their work to be performed out of their 1940 W. Chandler Blvd, Suite 2-453 Chandler, AZ 85224 office.

PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK *
Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.

Wilson & Company

Louis Edwards, RA | NM RA #006455 | 3801 B Constitution Dr, Suite 300, El Paso, TX 79922

Michael Wright, RA, NCARB | NM RA #005225 | 4401 Masthead Street NE, Suite 150, Albuquerque, NM 87109

Rick Green, RA, FCSI, CCS, CCCA, LEED AP | NM RA #002151 | 410 North 44th Street, Suite 460, Phoenix, AZ 85008

Brigitte Fuller, PE | NM RA #15102 | 4115 White Sage Arc, Las Cruces, NM 88011

Marc Hess, PE | NM PE #28476 | 800 East 101st Terrace, Suite 200, Kansas City, MO 64131

John McNamara, PhD, PE, PMP | NM PE #20581 | 4401 Masthead Street NE, Suite 150, Albuquerque, NM 87109

Clayton Abbot, PE | NM PE #23856 | 1700 East Iron Ave, Salina, KS 67401

Sites Southwest

George Radnovich, FASLA, PLA | NM PLA #92 | 414 N. Main Street, Suite A, Las Cruces, NM 88001

Wave Engineering, Inc.

Jeff Kwolkoski, PE, INCE Bd Cert. | Institute of Noise Control Engineering Board Certification (INCE Bd Cert.), national organization (CO PE #29-114) | 1100 W. Littleton Blvd, #420, Littleton, CO 80120

Terracon Consultants

Ivan Avelar, PE | Ivan NM PE #22300 & Firm license: NM #362650 | 4450 Bataan Memorial E, Las Cruces, NM 88011

Verdacity

Kris Callori, RA, LEED Fellow, WELL AP | NM RA #3470; LEED Fellow 30274; WELL AP 0000000089 | 16765 Guadalupe, Albuquerque, NM 87104

ECT

Kim Parker | Historian in the New Mexico SHPO Directory of Qualified Supervisory Personnel; Meets Secretary of Interior Standards for Historian and Architectural Historian; Field Supervisor in the New Mexico SHPO Directory of Qualified Supervisory Personnel | remote employee located in Albuquerque, NM 87110; connected to office located at 11740 Katy Freeway, Suite 1700, Houston, TX 77079

Landmark Kitchen Design

Sean Kellenbarger | N/A for food service consulting | 1940 W. Chandler Blvd, Suite 2-453, Chandler, AZ 85224

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

PREVIOUS WORK/REFERENCES*

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

8.1_Previous-Work_References_Wilson&Company.pdf

PRICE TABLES

COST MATRIX ONE

Delivered Services

Line Item	Description	Fee	Percentage
1	Services up to and including the completion of Design Development; including the delivery of Design Development documents.	Not to exceed % of the estimated cost of construction	2%
2	Services from the completion of Design Development up to and including the completion of construction documents; including the delivery of specifications, drawings and bid documents.	Not to exceed % of the estimated cost of construction	6%
3	Services from the delivery of construction and bid documents up to and including the completion of construction contract administration; including the delivery of contract closeout documents.	Not to exceed % of the estimated cost of construction	9%

COST MATRIX TWO

Project Assignment

Line Item	Description	Unit of Measure	Unit Cost
1	Principal-In-Charge	Hourly Rate	$279.00
2	Project Architect / Project Engineer	Hourly Rate	$164.00
3	Architect	Hourly Rate	$124.00
4	Engineer (Structural, Mechanical, Electrical, Civil)	Hourly Rate	$236.00
5	Landscape Architect	Hourly Rate	$145.00
6	Interior Designer	Hourly Rate	$149.00
7	Cost Estimator	Hourly Rate	$224.00
8	Drafter	Hourly Rate	$149.00
9	Specification Writer	Hourly Rate	$224.00
10	Administration / Clerical	Hourly Rate	$92.00

COST MATRIX TWO CONT.

Project Assignment - Please list the position title and hourly rate for any other staff positions that are not included in the previous table.

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
1	Other (List)	Hourly Rate	Senior Planner (Wilson & Company) - planning services	$172.00

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
2	Other (List)	Hourly Rate	Chief Surveyor/Field Supervisor (Wilson & Company) - surveying	$118.00
3	Other (List)	Hourly Rate	Construction Observer (Wilson & Company) - construction administration	$149.00
4	Other (List)	Hourly Rate	Environmental Assessments (Terracon)	$125.00
5	Other (List)	Hourly Rate	Geotechnical Engineer/Materials Tester (Terracon)	$175.00
6	Other (List)	Hourly Rate	Senior Historian/Architectural Historian (ECT)	$200.00
7	Other (List)	Hourly Rate	Foodservice/Commercial Designer (Landmark)	$170.00
8	Other (List)	Hourly Rate	Principal Landscape Architect (Sites Southwest)	$200.00
9	Other (List)	Hourly Rate	Managing Principal (Verdacity) - LEED Certification services	$135.00

Line Item	Description	Unit of Measure	Project Assignment	Unit Cost
10	Other (List)	Hourly Rate	Senior Acoustical Engineer (Wave Engineering)	$200.00

City of Sunland Park Multi-Generational Complex

Contact: Mario Juarez-Infante | 505.715.2541 | Mario.juarez-Infante@sunlandpark-nm.gov

The 8,700-square-foot community center is a dynamic facility designed to serve as a hub for civic engagement, economic development, and community enrichment. Key features include a spacious multi-purpose room for events, a fully equipped commercial kitchen that also functions as a test kitchen to support local entrepreneurship, and leasable office space to foster a startup economy. The center also offers meeting rooms, a computer room, and accessible men's and women's restrooms. Complementing the building is thoughtfully designed site work, including a service drive, ADA-compliant parking, sidewalks, and expansive outdoor gathering areas that showcase stunning views of the Rio Grande Valley and the Franklin Mountains.

Relevancy

- Part of master-planned development
- Flexibility in use

City of Anthony Dos Lagos Urgent Care

Contact: Javier Herrera | 915.780.9284 (former PM for the City of Anthony, now at City of Sunland) | javier.herrera@sunlandpark-nm.gov

The City of Anthony needs medical care facilities and is currently underserved. Beginning in 2018, the vision for the Dos Lagos Masterplan Development focused on improving the quality of life for the community by providing community-related facilities, including healthcare.

In September 2021, the Economic Development Administration awarded funding to the City for the planning and design of a new urgent care facility. In partnership with Memorial Medical (the medical provider), our team has developed an urgent care facility to be located within the Dos Lagos Development. The 3,500-sf facility bridges the gap in providing proxemic facilities to the community of Anthony and the surrounding areas.

The project is part of the larger effort to revise the master plan to include a design to replace the previously planned residential area with a medical campus encompassing a small hospital/ clinic supported by a medical, vocational college for early college education, two-year, and four-year medical sciences. The Wilson & Company team is providing architectural design, engineering, survey, geotechnical investigation, and off-site water and wastewater design services.

Relevancy

- Part of master-planned development
- Medical use facility

Timberon Fire Station, County of Otero

Contact: Trent Parker, Facilities Project Manager | 575.551.4754 | tparker@co.otero.nm.us

The Timberon Volunteer Fire Department's current facility was constructed in the early 1980s to support the growing community. Since then, the department and community has depended upon a three-bay fire station, serving about 350 residents. After almost 40 years of service, the existing fire station foundation is failing and needs costly repairs. Wilson & Company was tasked with the design of a new fire station under the County's on-call contract. Several challenges developed during the design process, and the team's lead architect, Michael Wright, RA, NCARB, facilitated the development of a new plan and schedule. With tenacity and care for the project's success, he coordinated with the County to deliver a high-quality project, on a site with poor soil conditions, and in a remote location. The community has constructed the 6,360-sq.-ft building to include four apparatus bays, two offices, a break area, and the required support facilities. Substantial completion was achieved in 2022, and the facility is in use by the Village of Timberon.

Relevancy

- Utilitarian design
- Public safety facility

ATTACHMENT A

CITY OF LAS CRUCES

Term Contract for Architectural and Engineering Services
Contract Number 25-26-004

Project Order	Number (#)	**Architect/Engineer:**	
Fee Proposal		**A/E's project manager:**	
Date Requested:			*(to be completed by A/E)*
Notice to Proceed:		**Project Manager e-mail:**	
Date Issued:			*(to be completed by A/E)*

Project Order Title:
Insert title here
Physical address / location here, if applicable

This Project Order, Number (Enter Number), is issued pursuant to the Agreement Between Owner and Architect, dated (Contract Date), between the City of Las Cruces and Wilson & Company, Inc., Engineers & Architects, incorporated herein by reference.

Scope of Work:
The scope of work for which Architect's Services are to be performed under this Project Order is generally described as:

-

A/E personnel and sub-consultants:
The A/E staffs the project orders as generally identified by function and/or discipline in the proposal and as specifically listed herein to work on this Project Order. *(to be completed by A/E)*

Schedule:
Number of calendar days required to provide Architect's Basic Services through the completion of construction documents: _____
(to be completed by A/E)

Compensation:
The A/E shall perform all architectural and engineering services required for the completion of this Project Order's scope of work for the basic compensation computed as follows:

For the services as described in the (Scope of Work above, attached document, etc.) _____ ($ _____)
(to be completed by A/E)

For services from the delivery of construction and bid documents to the completion of construction contract administration, a lump sum of _____ ($ _____)
(to be completed by A/E)

or, based on the hourly rates listed in the fee proposal,

a fixed not-to-exceed amount of _____ ($ _____)
(to be completed by A/E)

The basic compensation proposed above shall be subject to negotiation and revision. Any such revision made by the Owner shall be agreed to by the A/E prior to this Proposal Request becoming a Notice to Proceed.

Fee proposal revisions:

Proposed Fee ($)	Revised Fee ($)	Revised by Owner *(date)*	Accepted by A/E *(date)*

Project Order Proposal Submitted By:

Architect/Engineer

By: _____
(signature) *(date)*

Name: _____

Title: _____

Project Order Proposal Accepted By:

Owner

By: _____
(signature) *(date)*

Name: _____

Title: _____

Attachments:

1.
2.
3.

26-091

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:**	January 20, 2026
Drafter:	Virginia Barela	**Department:**	Financial Services

Title: **A RESOLUTION TO ENTER INTO AN EXISTING CONTRACT PURCHASE AGREEMENT FOR CUSTODIAL AND JANITORIAL EQUIPMENT AND SUPPLIES WITH SPECTRUM PAPER CO., INC. OF EL PASO, TEXAS IN AN ANNUAL NOT-TO-EXCEED TOTAL OF $400,000, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-068).**

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

PURPOSE(S) OF ACTION:
Execute an existing contract purchase agreement for custodial/janitorial equipment and supplies.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) is responsible for the maintenance of numerous facilities. This maintenance includes custodial and janitorial services for all facilities. Custodial and janitorial services serve an important role in ensuring that City facilities are kept in safe and sanitary condition for public use. Several departments within the City purchase custodial/janitorial equipment and supplies to assist in maintaining the safety and sanitary conditions of citywide facilities.

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

Spectrum Paper Co., Inc. of El Paso, Texas provides reduced pricing based off Education Services Center Region 19 Allied States (ESC-19) contract 26-7545, for a term through January 31, 2027, with four (4) one-year options to renew. The City wishes to utilize this contract to purchase custodial/janitorial equipment and supplies in an annual not-to-exceed total of $400,000, subject to approved budget appropriations.

SUPPORT INFORMATION:
Exhibit "A" 25-26-068_ECPA_Spectrum

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

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

☐ Yes
☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution to purchase custodial/janitorial equipment and supplies from Spectrum Paper Co., Inc., of El Paso, Texas in an annual not-to-exceed total of $400,000, subject to approved budget appropriations.
2. Vote "No"; this will deny the authorization to purchase custodial/janitorial equipment and supplies in an annual not-to-exceed total of $400,000.
3. Vote to "Amend"; this will modify the Resolution and advise staff of necessary adjustments as deemed appropriate.
4. Vote to "Table"; this could delay the procurement of custodial/janitorial equipment and supplies and may negatively impact the safety and sanitary conditions of City facilities.

RESOLUTION 26-091

A RESOLUTION TO ENTER INTO AN EXISTING CONTRACT PURCHASE AGREEMENT FOR CUSTODIAL AND JANITORIAL EQUIPMENT AND SUPPLIES WITH SPECTRUM PAPER CO., INC. OF EL PASO, TEXAS IN AN ANNUAL NOT-TO-EXCEED TOTAL OF $400,000, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-068).

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) is responsible for the maintenance of numerous facilities; and

WHEREAS, this maintenance includes custodial and janitorial services; and

WHEREAS, custodial and janitorial services play an important role in ensuring the safety and sanitary conditions of facilities for public use; and

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

WHEREAS, Spectrum Paper Co., Inc., provides reduced pricing based off Education Service Center Region 19 Allied States Cooperative (ESC-19) contract 26-7545, for a term though January 31, 2027, with four (4) one-year options to renew.

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

(I)

THAT the Resolution authorizing the City to enter into an existing contract purchase agreement to purchase custodial and janitorial equipment and supplies from Spectrum Paper Co., Inc., of El Paso, Texas via ESC-19 contract no. 26-7545 for a possible term through January 31, 2031 in an amount not to exceed $400,000 annually, subject to annual renewals and approved budget appropriations, as shown in Exhibit "A", attached hereto and made part of this Resolution, is hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

EXHIBIT "A"

CITY OF LAS CRUCES

EXISTING CONTRACT PURCHASE AGREEMENT

EDUCATION SERVICE CENTER REGION 19 ALLIED STATES COOPERATIVE (ESC-19)
CONTRACT NO. 26-7545

CUSTODIAL/JANITORIAL EQUIPMENT, SUPPLIES, AND RELATED SERVICES

Pursuant to terms and conditions of ESC-19 Contract No. 26-7545, BID No. 26-7545 dated November 19, 2025, between the ESC-19 and Spectrum Paper Co., Inc. (CONTRACTOR), as amended and incorporated herein by reference, the City of Las Cruces (CITY) and CONTRACTOR hereby agree on this _____ day of _____, 2026, as follows:

1. This Purchase Agreement is intended to be an Existing Contract Purchase Agreement in accordance with LCMC Chapter 24, Article I, Sec. 24-4 (25).

2. In a satisfactory and proper manner, the CONTRACTOR shall deliver products pursuant to ESC-19 Contract No. 26-7545, as set forth in Attachment A, attached hereto and made a part of this Agreement.

3. The effective period of this Agreement shall coexist with ESC-19 Contract No. 26-7545.

4. In consideration for the satisfactory delivery of products, the CONTRACTOR shall be compensated pursuant to the cost terms of ESC-19 Contract No. 26-7545. Cost of delivered product shall be paid by CITY within 30 days upon receipt of undisputed invoice.

5. This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico. Contractor shall abide and be governed by all applicable state law, City of Las Cruces ordinances, and laws regarding the Contractor's services or any work done pursuant to this Agreement.

6. The Contractor shall defend, indemnify, and hold harmless the City, its officers, and employees from and against any and all losses suffered by the City, its officers, and employees, and any special claims, liabilities or penalties asserted against the City, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor, subcontractor, subgrantee, or other agent of the Contractor. This covenant shall survive the termination of this Agreement.

7. That in the event any of the provisions of this Contract are violated by the Contractor or by any of his Subcontractors, the City may serve written notice upon the Contractor and, if a surety exists, upon the surety of its intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract; and, unless within ten (10) days after and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten (10) days,

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

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

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

10. Contractor represents and warrants the following:
    a. No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
    b. Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the City in writing of such conflict.
    c. Termination for Material Conflict. If, in the reasonable judgement of the City, such conflict poses a conflict to and with the performance of Contractor's obligations under this Agreement, or is otherwise a violation of the City's current policy or ordinances, then the City may terminate the Agreement immediately upon written notice to Contractor; such termination of the agreement shall be effective upon the receipt of such notice by Contractor.

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

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

SPECTRUM PAPER CO., INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

12/17/2025
City Attorney

Attachment A

EDUCATION SERVICE CENTER REGION 19 ALLIED STATES COOPERATIVE
RFP AWARD SUMMARY

RFP TITLE:	Custodial / Janitorial Equipment, Supplies, and Related Services– ESC Region 19 Allied States Cooperative
RFP NUMBER:	26-7545
RFP OPENING DATE:	November 19, 2025
CONTRACT TERM:	Date of award until January 31, 2027, with 4 annual extension options.
FUNDING SOURCE:	Various
RFP's ISSUED:	1314
RESPONSES:	21
ADVERTISEMENT DATES:	El Paso Times – October 20, 2025 & October 27, 2025
RECOMMENDED FOR AWARD:	**A2Z Supplies** **Brady Industries of Texas LLC (Brady Companies LLC); (BradyPLUS of Texas)** **ChemGiant, LLC** **Chemsearch, a division of NCH Corporation (Chemsearch FE)** **Dream Ranch Office Supplies (Dream Ranch LLC) (HUB; SBE; VOB)** **Ecolab Inc.** **Ferguson Enterprises (Ferguson Enterprises, LLC; Ferguson US Holdings, Inc.)** **Hand Safety, LLC (HUB; SBE)** **Laun-Dry Supply Co. Inc.** **Progressive Pools LLC** **Quill Corporation (Quill LLC; Staples, Inc.)** **School Specialty LLC** **Southland Organics (Southland Organics Company; Southland Industrial)** **Southwestern Mill Distributors Inc** **Spectrum Paper Co., Inc. (HUB)** **Triple-S Janitorial Supplies (Third Gen LLC) (MWBE)** **Unipak Corp.** **United Laboratories, Inc.** **United Sales USA Corp**
TOTAL (estimated)	**$8,000,000.00/year**

EXPLANATIONS:

Award of this solicitation will enable ESC Region 19 - Allied States Cooperative (ASC) to establish a contract with vendor(s) for Custodial / Janitorial Equipment, Supplies, and Related Services for those procurements made with federal, state or local funds. Evaluation and award recommendation were based on 70% pricing and 30% references. Kitchen Guard of El Paso (JML Acquisitions Inc.), and TMS South, Inc. (Total Maintenance Solutions South, Inc.) submitted a proposal, however were not considered; vendors do not meet the scope of work. The awarded vendors' pricing and information can be found on the Award Detail spreadsheet.

SPECIFICATIONS, PREPARATION AND EVALUATION PROVIDED BY:

Rebecca Hernandez – ESC Region 19

Andrea Amiri – ESC Region 19

Patty Delgado - ESC Region 19

Special Conditions

1. Items/services that fall within the scope of work for this bid include dry and liquid cleaners, cleaning towels/soap pads, aerosol sprays, restroom cleaners, custodial tools/supplies, dispensers, trash receptacles, bag liners, custodial paper, food service items, floor care products, floor care equipment, chemical dispensing systems, equipment repair services, equipment repair parts, custodial/janitorial services. Please refer to the bid line items for more details.
2. Vendors, if a website is provided as your company's pricelist/catalog, only items/services that fall within the scope of work may be sold/provided under this contract. Any other items/services found in your website that do not fall within the scope of work, may not be sold/provided under this contract.
3. Members, if an awarded vendor provides their website as their catalog/pricelist, only items/services that fall within the scope of work may be procured under this contract. Any other items/services found in an awarded vendor's website that do not fall within the scope of work, may not be procured and will not be covered under this contract.
4. Material Safety Data Sheets (MSDS) must be available and provided by vendor to member if requested, as applicable.
5. For the vendors providing services (custodial/janitorial, facilities maintenance, cleaning, sanitation, etc.),
   a. The Vendor shall comply with the applicable provisions of the Federal Occupational Safety and Health Administration (OSHA).
   b. Members may also have additional requirements. To include but not limited to background checks; personnel being appropriately uniformed, and readily identifiable with a name ID; proof of proper training (safety training, equipment training, biohazard training, etc.).

Approved By: _____ **Date:** _____

Dr. Armando Aguirre **December 9, 2025**

Company Name...	Spectrum Paper Co., Inc.
Company Contact...	Maxine Brown-Soto
Company Address...	27 Concord St., El Paso, TX 79906
Contact Email Address...	customerservice@spectrumpaper.com
Company Phone Number...	(915) 595-0020
Company Website...	HTTP://www.spectrumpaper.com
S&H included in pricing...	Yes
S&H (expedite fees)...	No
Areas Served...	West Texas, NM
Price Link...	Price Link

Line #	Description	Unit
1	Dry and Liquid Cleaners. Items to include but not limited to: detergent, bleach, foaming hand soap, liquid hand soap, lotion hand soap, foaming wash, disinfectant cleaner, drain cleaner, glass cleaner, pot & pan liquid soap, pumice scouring sticks, liquid cleaner, graffiti remover, all purpose cleaner, absorbents, etc.Percent discount off catalog/pricelist.	60.0%
	Does the pricing as found on your pricelist/catalog/website already reflect the discount?	No

2	Cleaning Towels, Soap Pads. Items to include but not limited to: grill cleaning bricks, soap pads, green scouring pads, doodle bug pads, bar cleaning towels, fleece rags, microfiber cleaning cloths, sponges, etc.Percent discount off catalog/pricelist.	60.0%
	Does the pricing as found on your pricelist/catalog/website already reflect the discount?	No
3	Aerosol Sprays. Items to include but not limited to: foam aerosol cleaner, stainless steel cleaner/polish, baseboard cleaner, oven grill cleaner, chalkboard cleaner & restorer, furniture polishes, disinfectant spray, liquid gum cleaner, chewing gum remover, insect spray, air freshener, etc.Percent discount off catalog/pricelist.	60.0%
	Does the pricing as found on your pricelist/catalog/website already reflect the discount?	No
4	Restroom Cleaners. Items to include but not limited to: deodorant blocks, commode blocks, urinal screen, tile and grout renovator, non-acid bowl cleaner, absorbent cleaner, restroom cleaner, etc.Percent discount off catalog/pricelist.	60.0%
	Does the pricing as found on your pricelist/catalog/website already reflect the discount?	No
5	Custodial Tools and Supplies. Items to include but not limited to: counter brush, pot handle brush, toilet brush, window brush, tapered end handle, shoe handle wire brush, plastic spray bottles, sprayer-triggers, window squeegee, feather duster, plunger, water hose, janitorial cart, rolling dolly, etc.Percent discount off catalog/pricelist.	52.0%
	Does the pricing as found on your pricelist/catalog/website already reflect the discount?	No

6	Dispensers. Items to include but not limited to: sanitary napkin dispensers, folded towel dispenser, rolled towel dispenser, plastic toilet tissue dispenser, toilet tissue dispenser, sanitary napkin dispenser liners, sanitary napkin disposal unit, double toilet tissue dispenser, toilet seat cover dispenser, toilet seat covers, etc.Percent discount off catalog/pricelist.	60.0%
	Does the pricing as found on your pricelist/catalog/website already reflect the discount?	No
7	Trash Receptacles. Items to include but not limited to: plastic trash can with or without lid, step-on trash can, receptacle, plastic trash container with or without lid, waste basket, plastic bucket, trash cans with or without lid, square plastic container, rectangular trash receptacle, deskside recycling container, rollout recycling containers with or without lid, wood food court receptacle, etc.Percent discount off catalog/pricelist.	52.0%
	Does the pricing as found on your pricelist/catalog/website already reflect the discount?	No
8	Bag Liners. Items to include but not limited to: garbage plastic bags, wet garbage plastic bags, plastic bag breakfast containers, plastic recycle bags, plastic general purpose bags, bag liners, trash can liners, plastic liners, etc.Percent discount off catalog/pricelist.	60.0%
	Does the pricing as found on your pricelist/catalog/website already reflect the discount?	No

9	Custodial Paper. Items to include but not limited to: toilet tissue rolls, toilet tissue rolls - recycled, single fold toilet tissue, bathroom tissue, jumbo roll tissue for dispensers, full fold paper towels, single fold paper towels, roll paper towels, c-folder towels, premium folded towels, touchless paper towels, multifold hand towels, tall fold dispenser napkins, 2-ply facial soft tissue, etc.Percent discount off catalog/pricelist.	60.0%
	Does the pricing as found on your pricelist/catalog/website already reflect the discount?	No
10	Food Service Items. Items to include but not limited to: bun pan bags, paper baking cups, plastic portion cups, plastic portion cup lids, styrofoam cups, styrofoam cup lids, plastic squat portion containers, plastic squat portion container lids, plastic squat containers, plastic squat container lids, salad containers with lid, styrofoam bowls, polystyrenebowls, round plates with or without compartments, styrofoam trays with hinged lid with or without compartments, styrofoam lunch trays, food trays, fast food trays, plastic ware, white menu tissue, pan liners, plastic freezer bags, film wrap, aluminum foil, burrito foil wraps, brown lunch bags, poly sandwich bags, plastic aprons, latex gloves, non-powdered vinyl gloves, powdered latex gloves, rubber gloves, plastic embossed gloves, etc.Percent discount off catalog/pricelist.	60.0%
	Does the pricing as found on your pricelist/catalog/website already reflect the discount?	No

11	Floor Care Products. Items to include but not limited to: floor sealer & finish, spray buff restorer, non-ammoniated liquid wax stripper, no rinse floor stripper, liquid floor cleaner, neutral floor cleaner, gel floor cleaner, floor cleaners, tile sealer & finish, floor finish, gym floor finish, dust mop treatment, carpet spot remover, carpet shampoo/extractor/cleaner, floor finish remover, floor sealer & finish, utility pad holder, pad applicators, bonnet pads, stripping pads, buffing pads, cleansing pads, scrubbing pads, sanding disc, straw brooms, sweep brooms, floor brush, polypropylene garage brush, handles for brush/brooms, mops, mop handles, floor squeegees, dust pans, mop refills, mop heads, mop frames, buckets, etc.Percent discount off catalog/pricelist.	60.0%
	Does the pricing as found on your pricelist/catalog/website already reflect the discount?	No
12	Floor Care Equipment. Items to include but not limited to: high speed floor burnishers, floor buffers, upright vacuums, backpack vacuums, dual motor upright vacuums, portable extractors, wet & dry vacuums, multiple speed air handlers, etc.Percent discount off catalog/pricelist.	30.0%
	Does the pricing as found on your pricelist/catalog/website already reflect the discount?	No
13	Chemical Dispensing Systems. Items to include but not limited to: chemical dispensing systems, mounting racks, neutral floor cleaner & maintainer, all purpose cleaner, glass cleaner, heavy duty degreaser, detergent & disinfectant, liquid oven cleaner, air freshener, carpet extraction center, carpet extraction cleaner, etc.Percent discount off catalog/pricelist.	100.0%
	Does the pricing as found on your pricelist/catalog/website already reflect the discount?	No

14	Floor Care Equipment Maintenance/Repair Services. Percent discount off pricelist/fee schedule.	25.0%
	Does the pricing as found on your pricelist/catalog/website already reflect the discount?	No
15	Floor CareEquipment Repair Parts. Percent discount off catalog/pricelist/website.	25.0%
	Does the pricing as found on your pricelist/catalog/website already reflect the discount?	No
16	Custodial / Janitorial Related Services. Percent discount off pricelist/fee schedule.	25.0%
	Does the pricing as found on your pricelist/catalog/website already reflect the discount?	No

26-092

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:**	January 20, 2026
Drafter:	Virginia Barela	**Department:**	Financial Services

Title: **A RESOLUTION AUTHORIZING AN ANNUAL NOT-TO-EXCEED TOTAL OF $300,000 FOR PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT, AND MONITORS WITH LIFE-ASSIST, INC. OF RANCHO CORDOVA, CALIFORNIA, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-070).**

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

PURPOSE(S) OF ACTION:

Authorize an amount not to exceed $300,000 annually, to purchase public safety medical supplies, equipment, and monitors.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces Fire Department (LCFD) provides both Basic Life Support (BLS) and Advanced Life Support (ALS) to the Las Cruces community. In 2021, LCFD was awarded a New Mexico Public Regulation Commission Certificate of Convenience and Necessity to begin providing ambulance transport. LCFD requires the purchase of medical supplies to provide these emergency management services.

Las Cruces Municipal Code, Chapter 24, Section 24-4 (25) Authorized exemptions, authorizes the City of Las Cruces (City) to utilize contracts from other entities. Utilization of these contracts allows for effective and cost-efficient procurement of goods and services to meet the City's operational needs. Life-Assist, Inc. of Rancho Cordova, California provides reduced pricing based off National Purchasing Partners, LLC, contract no. PS20180 for a term through May 29, 2023, with three (3) one-year options to renew.

On September 31, 2023, the City of Las Cruces executed an existing contract purchase agreement (Attachment "A") with Life-Assist, Inc. in an amount not-to-exceed $99,999.99. Increases in population and emergency services provided to Las Cruces and surrounding communities have resulted in an increase in needed medical supplies. The City wishes to request authorization to purchase public safety medical supplies, equipment, and monitors from Life-Assist. Inc. of Rancho Cordova, California in an annual not-to-exceed total of $300,000, subject to approved budget appropriations.

SUPPORT INFORMATION:

Attachment "A" 25-26-070_ECPA_Life-Assist

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will this will approve the Resolution to purchase public safety medical supplies, equipment, and monitors with Life-Assist, Inc. of Rancho Cordova, California in an annual not-to-exceed total of $300,000, subject to approved budget appropriations.
2. Vote "No"; this will deny the authorization to purchase public safety medical supplies, equipment, and monitors in an annual not-to-exceed total of $300,000.
3. Vote to "Amend"; this will modify the Resolution and advise staff of necessary adjustments as deemed appropriate.
4. Vote to "Table"; this could delay the procurement of public safety medical supplies, equipment, and monitors and may negatively impact emergency medical services for the City of Las Cruces.

REFERENCE INFORMATION:

Attachment "A" 25-26-070_ECPA_Life-Assist

RESOLUTION 26-092

A RESOLUTION AUTHORIZING AN ANNUAL NOT-TO-EXCEED TOTAL OF $300,000 FOR PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT, AND MONITORS WITH LIFE-ASSIST, INC. OF RANCHO CORDOVA, CALIFORNIA, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-070).

The City Council is informed that:

WHEREAS, the Las Cruces Fire Department (LCFD) provides both Basic Life Support and Advanced Life Support to the Las Cruces Community; and

WHEREAS, LCFD was awarded a New Mexico Public Regulation Commission Certificate of Convenience and Necessity to begin providing ambulance transport; and

WHEREAS, LCFD requires the purchase of public safety medical supplies, equipment, and monitors; and

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

WHEREAS, Life-Assist, Inc., provides reduced pricing based off National Purchasing Partners, LLC contract PS20180, for a term though May 29, 2023, with three (3) one-year options to renew; and

WHEREAS, the City entered into an existing contract purchase agreement (Attachment "A") with Life-Assist, Inc. in an amount not to exceed $99,999.99 annually; and

WHEREAS, increases in population and emergency services provided to Las Cruces and surrounding communities have resulted in an increase in needed medical supplies; and

WHEREAS, LCFD is requesting authorization to increase the annual spending limit to an amount not to exceed $300,000 annually, subject to approved budget appropriations.

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

(I)

THAT the Resolution authorizing the City to purchase public safety medical supplies, equipment, and monitors from Life-Assist, Inc., of Rancho Cordova, California, for a possible term through May 29, 2026 in an amount not to exceed $300,000 annually, subject to approved budget appropriations, as outlined in Exhibit "A", attached hereto and made part of this Resolution, is hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

ATTACHMENT "A"

CITY OF LAS CRUCES

EXISTING CONTRACT PURCHASE AGREEMENT

NATIONAL PURCHASING PARTNERS, LLC
CONTRACT NO. PS20180

PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS

Pursuant to terms and conditions of NATIONAL PURCHASING PARTNERS, LLC (NPPGov) Contract No. PS20180, dated May 29, 2020, between the LEAGUE OF OREGON CITIES (LOC) and LIFE-ASSIT, INC. (CONTRACTOR), as amended and incorporated herein by reference, the City of Las Cruces (CITY) and CONTRACTOR hereby agree on this 31st day of September, 2023, as follows:

1. This Purchase Agreement is intended to be an Existing Contract Purchase Agreement in accordance with LCMC Chapter 24, Article I, Sec. 24-219.

2. In a satisfactory and proper manner, the CONTRACTOR shall deliver products pursuant to NPPGov Contract No. PS20180, as set forth in Attachment A, attached hereto and made a part of this Agreement.

3. The effective period of this Agreement shall coexist with NPPGov Contract No. PS20180.

4. In consideration for the satisfactory delivery of products the CONTRACTOR shall be compensated pursuant to the cost terms of NPPGov Contract No. PS20180. Cost of delivered product shall be paid by CITY within 30 days upon receipt of undisputed invoice.

5. This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico. Contractor shall abide and be governed by all applicable state law, City of Las Cruces ordinances, and laws regarding the Contractor's services or any work done pursuant to this Agreement.

6. The Contractor shall defend, indemnify, and hold harmless the City, its officers, and employees from and against any and all losses suffered by the City, its officers, and employees, and any special claims, liabilities or penalties asserted against the City, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor, subcontractor, subgrantee, or other agent of the Contractor. This covenant shall survive the termination of this Agreement.

7. That in the event any of the provisions of this Contract are violated by the Contractor or by any of his Subcontractors, the City may serve written notice upon the Contractor and, if a surety exists, upon the surety of its intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract; and, unless within ten (10) days after and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten (10) days,

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

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

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

10. Contractor represents and warrants the following:
    a. No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
    b. Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the City in writing of such conflict.
    c. Termination for Material Conflict. If, in the reasonable judgement of the City, such conflict poses a conflict to and with the performance of Contractor's obligations under this Agreement, or is otherwise a violation of the City's current policy or ordinances, then the City may terminate the Agreement immediately upon written notice to Contractor; such termination of the agreement shall be effective upon the receipt of such notice by Contractor.

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

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

LIFE-ASSIST, INC.

BY: Michelle Honor

Name:

Title: Pricing Specialist

8/30/23

Date

CITY OF LAS CRUCES

BY: Alicia Hernandez (Aug 31, 2023 10:21 MDT)

Alicia Hernandez
Purchasing Manager

Aug 31, 2023

Date

APPROVED AS TO FORM

fw LS 8/28/23

City Attorney

Revised: May 2023

Attachment A

NPP Contract PS20180

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and LIFE-ASSIST, INC. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1935 for PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1935 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) The RFP;
(iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

LIFE-ASSIST, INC.
11277 Sunrise Park Drive
Rancho Cordova, CA 95742
ATTN: Bryan Holliday
Email: bryan.holliday@life-assist.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is ca

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: DocuSigned by: 38C546F8869143E...

Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: 5/29/2020

VENDOR:

Signature: DocuSigned by: Bryan Holliday 349DC547529C465...

Printed Name: Bryan Holliday

Title: VP Sales & Marketing
LIFE-ASSIST, INC.

Dated: 5/29/2020

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS	
Product Category	Percentage (%) off List Price* (***OR*** fixed price if % off pricing is not available)
MEDICAL PRODUCTS AND SUPPLIES	31%
• AIRWAY	31%
• BAGS & CASES	31%
• PERSONAL PROTECTION EQUIPMENT (EMS)	31%
• FLUID ADMINISTRATION/VASCULAR ACCESS	31%
• IMMOBILIZATION AND SUPPLIES	31%
• INFECTION CONTROL	31%
• INSTRUMENTATION	31%
• KITS	31%
• LIGHTS & FLASHLIGHTS	31%
• LINEN	31%
• OXYGEN DELIVERY	31%
• PATIENT HANDLING AND TRANSPORT	31%
• RESUSCITATION EQUIPMENT	31%
• TACTICAL MEDICINE	31%
• TRAINING AND SIMULATION	15%
• TRAUMA	31%
• VEHICLE ACCESSORIES	31%
• WMP PREPAREDNESS	31%
• WOUND CARE	31%
PHARMACEUTICLAS	31%
MEDICAL MONITORS, DEFIBRILLATORS AND DIAGNOSTICS	31%
MEDICAL LIFE SUPPORT EQUIPMENT	31%
MEDICAL INVENTORY MANAGEMENT SYSTEMS	31%
INSTALLION, SERVICE AND MAINTENANCE	15%
OTHER	31%

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at http:], as may be updated from time to time. [A current list may be obtained from Vendor.]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal
(The Vendor's Proposal is not attached hereto.)
(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal
(The Purchaser's Request for Proposal is not attached hereto.)
(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

DocuSign SECURED

Certificate Of Completion

Envelope Id: 9A96B9D4FCF24FFF81202FFDB55FE2AD
Subject: Please DocuSign: MPA 1935 LOC and Life-Assist EMS FINAL.pdf
Source Envelope:
Document Pages: 16
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 2
Initials: 0

Status: Completed

Envelope Originator:
Bill DeMars
1100 Olive Way
Suite 1020
Seattle, WA 98101
bill.demars@nppgov.com
IP Address: 173.29.186.28

Record Tracking

Status: Original
5/27/2020 8:53:02 AM

Holder: Bill DeMars
bill.demars@nppgov.com

Location: DocuSign

Signer Events	Signature	Timestamp
Bryan Holliday bryan.holliday@life-assist.com VP Sales & Marketing Security Level: Email, Account Authentication (None)	DocuSigned by: Bryan Holliday 349DC547529C465... Signature Adoption: Pre-selected Style Using IP Address: 96.86.138.29	Sent: 5/27/2020 8:56:20 AM Viewed: 5/28/2020 9:22:21 AM Signed: 5/29/2020 11:44:05 AM
Electronic Record and Signature Disclosure: Accepted: 5/28/2020 9:22:21 AM ID: 95084c6d-dcdb-4430-87da-17f768e06dbc		
Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: 38C546F8869143E... Signature Adoption: Drawn on Device Using IP Address: 71.63.237.219	Sent: 5/29/2020 11:44:07 AM Viewed: 5/29/2020 12:09:58 PM Signed: 5/29/2020 12:10:13 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 12:09:58 PM ID: 0870dad9-0279-4868-a1f6-726b8aa785ed		

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 Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/29/2020 11:44:07 AM
Certified Delivered	Security Checked	5/29/2020 12:09:58 PM
Signing Complete	Security Checked	5/29/2020 12:10:13 PM
Completed	Security Checked	5/29/2020 12:10:13 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (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 your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account 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. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account 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 your DocuSign user account 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 National Purchasing Partners:
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: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.
To request paper copies from National Purchasing Partners
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 e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with National Purchasing Partners
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account 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

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials 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 verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an 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 on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the "Lead Contracting Agency" and participating government entities ("Participating Agencies"), that are members of National Purchasing Partners ("NPPGov"), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov's marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.

b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.

c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.

d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

LEAGUE OF OREGON CITIES
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the League of Oregon Cities ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:
_____ Date: 3/26/2020
38C546F8869143E...
BY:
ITS:

League of Oregon Cities Contact Information:

Contact Person: Mike Culley
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: mculley@orcities.org

DocuSign Envelope ID: D5B4CAB0-871C-4962-802D-06ECC64C7B3A

PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the City of Las Cruces ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of the City of Las Cruces and is duly authorized to sign this Participating Agency Endorsement and Authorization.

Alicia Hernandez (Aug 31, 2023 13:31 MDT)

Date: Aug 31, 2023

BY: Alicia Hernandez

ITS: Purchasing Manager

Participating Agency Contact Information:

Contact Person: Virginia M. Barela

Address: PO Box 20000
Las Cruces, New Mexico 88004

Telephone No.: 575.541.2514

Email: vbarela@lascruces.gov

APPROVED AS TO FORM:

City Attorney

26-093

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:**	January 20, 2026
Drafter:	Donny Prosise	**Department:**	Financial Services

Title: **A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT FOR PORTABLE TOILET RENTAL AND SERVICES WITH FUSIONSITE TEXAS, LLC D/B/A POTTY TIME 2 OF NASHVILLE, TENNESSEE, TO AN AMOUNT NOT TO EXCEED $165,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-096).**

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

PURPOSE(S) OF ACTION:
To authorize a contract amendment.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) requires portable toilet rentals and associated services at City-sponsored events, athletic fields, and job sites on an as-needed basis. The City's Purchasing Program issued Invitation to Bid no. 23-24-096 for portable toilet rental and services on April 12, 2024, and executed a price agreement with Potty Time 2, LLC of Las Cruces, New Mexico for a term of four (4) years in an amount not to exceed $75,000 plus applicable taxes annually. Potty Time 2, LLC was sold to FusionSite Texas, LLC of Nashville, Tennessee in September 2025.

The City has seen an increased need for portable toilet rental and services for fiscal year 2026, primarily due to increased rentals as a result of restroom facilities undergoing repair at Fire Station Four (4). This will result in expenditures exceeding the $100,000 threshold requiring City Council approval. The Purchasing Program is requesting authorization to increase the spending limit of price agreement no. 23-24-096 to an amount not to exceed $165,000 plus applicable taxes annually, subject to approved budget appropriations.

SUPPORT INFORMATION:
Exhibit "A" - 23-24-096 Potty Time Amendment 2

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:
Orders will be placed by using departments on an as-needed basis subject to approved budget appropriations.

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution authorizing the amendment to contract 23-24-096 to an amount not to exceed $165,000 plus applicable taxes annually, subject to approved budget appropriations.
2. Vote "No"; this will deny the Resolution, which could negatively affect City operations, and City Council will need to provide staff with alternative direction.
3. Vote to "Amend"; this will modify the Resolution based on City Council direction to staff.
4. Vote to "Table"; this will delay an amendment to the contract amount, which could negatively impact City operations.

RESOLUTION 26-093

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT FOR PORTABLE TOILET RENTAL AND SERVICES WITH FUSIONSITE TEXAS, LLC D/B/A POTTY TIME 2 OF NASHVILLE, TENNESSEE, TO AN AMOUNT NOT TO EXCEED $165,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-096).

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) requires portable toilet rentals and associated services at City-sponsored events, athletic fields, and job sites on an as-needed basis; and

WHEREAS, the City's Purchasing Program issued Invitation to Bid no. 23-24-096 for portable toilet rental and services on April 12, 2024, and executed a price agreement with Potty Time 2, LLC of Las Cruces, New Mexico for a term of four (4) years in an amount not to exceed $75,000 plus applicable taxes annually; and

WHEREAS, Potty Time 2 was sold to FusionSite Texas, LLC of Nashville, Tennessee in September 2025; and

WHEREAS, the City has seen an increased need for portable toilet rental and services for fiscal year 2026, primarily due to increased rentals as a result of restroom facilities undergoing repair at Fire Station Four (4); and

WHEREAS, this will result in expenditures exceeding the $100,000 threshold requiring City Council approval; and

WHEREAS, the Purchasing Program is requesting authorization to increase the spending limit of price agreement no. 23-24-096 to an amount not to exceed $165,000 plus applicable taxes annually, subject to approved budget appropriations.

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

(I)

THAT the Resolution authorizing an amendment to agreement no. 23-24-096 for portable toilet rental and services with FusionSite Texas, LLC d/b/a Potty Time 2 of Nashville, Tennessee to an amount not to exceed $165,000 plus applicable taxes annually, subject to approved budget appropriations as outlined in Exhibit "A", attached hereto and made part of this Resolution, is hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

EXHIBIT "A"

CITY OF LAS CRUCES

AMENDMENT NO. 2

BID # 23-24-096

This amendment, made this _____ day of _____, 2025 by and between the CITY OF LAS CRUCES and FusionSite Texas, LLC DBA Potty Time 2 of Nashville, TN.

W I T N E S S E T H

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated July 29, 2024, the parties hereby agree as set forth below:

The following provisions are added:

1. Section 4. COMPENSATION is modified to compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed $165,000.00 annually, plus applicable taxes

Subject to the modifications set forth in this amendment, the above referenced original agreement dated July 29, 2024, between the parties is hereby ratified and confirmed

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed the signatures below.

FUSIONSITE TEXAS, LLC DBA POTTY TIME 2

BY: _____
Name
Title

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

for 12/24/2025

City Attorney

Revised: May 2023

26-094

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:**	January 20, 2026
Drafter:	Adam Ochoa	**Department:**	Community Development

Title: **A RESOLUTION APPROVING THE REQUEST FOR A CRAFT DISTILLER THIRD LOCATION LIQUOR LICENSE, NO. BLA-0000013785, WITH ON PREMISES CONSUMPTION AND PACKAGE SALES TO ICEBOX BREWING, LC, D/B/A FARMESILLA LOCATED AT 1840 AVENIDA DE MESILLA, LAS CRUCES, NM. 88005.**

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

PURPOSE(S) OF ACTION:

Approval of a Craft Distiller Third Location Liquor License, NO. BLA-0000013785, with On Premises Consumption and Package Sales.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Pursuant to New Mexico Statutes, an application for approval of a Craft Distiller Third Location Liquor License, NO. BLA-0000013785, with On Premises Consumption and Package Sales, must be accompanied by a resolution of the City Council approving and consenting to the license after a public hearing.

Icebox Brewing, LC, d/b/a Farmesilla, applied to the Alcoholic Beverage Control Division of the Regulation and Licensing Department of the State of New Mexico ("ABC") for a liquor license. The location for the license is at 1840 Avenida de Mesilla, Las Cruces, NM. 88005. ABC granted preliminary approval on November 24, 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 Tuesday, January 20, 2026, beginning at 1:00 p.m., in the City Council Chambers, 700 North Main Street, City Hall. Notice of this public hearing was published in the Las Cruces Sun-News on December 19, 2025, and January 4, 2026.

The Council may approve or disapprove the request for the liquor license. However, Council's disapproval must be based on substantial evidence that the license would adversely affect the health, safety, or welfare of the City of Las Cruces citizens.

The Council may also fail to either approve or disapprove the license. If Council fails to approve or disapprove the license within 30 days after the public hearing, the Director of the Alcoholic Beverage Control Division may give final approval of the license.

SUPPORT INFORMATION:

Exhibit "A" - Alcohol and Gaming's Letter and the Application.

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

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve of and consent to the approval of a Craft Distiller Third Location Liquor License, NO. BLA-0000013785, with On Premises Consumption and Package Sales and the Alcohol Beverage Control will continue with the application process.
2. Vote "No"; this will not approve the requested 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 26-094

A RESOLUTION APPROVING THE REQUEST FOR A CRAFT DISTILLER THIRD LOCATION LIQUOR LICENSE, NO. BLA-0000013785, WITH ON PREMISES CONSUMPTION AND PACKAGE SALES TO ICEBOX BREWING, LC, D/B/A FARMESILLA LOCATED AT 1840 AVENIDA DE MESILLA, LAS CRUCES, NM. 88005.

The City Council is informed that:

WHEREAS, Icebox Brewing, LC, d/b/a Farmesilla, located at 1840 Avenida de Mesilla, Las Cruces, NM 88005, applied to the Alcoholic Beverage Control Division of the Regulation and Licensing Department of the State of New Mexico (“ABC") for a Craft Distiller Third Location Liquor License, NO. BLA-0000013785, with On Premises Consumption and Package Sales; and

WHEREAS, ABC granted preliminary approval for a Craft Distiller Third Location Liquor License, NO. BLA-0000013785, with On Premises Consumption and Package Sales by letter dated November 24, 2025; and

WHEREAS, pursuant to law, the application for a Craft Distiller Third Location Liquor License, NO. BLA-0000013785, with On Premises Consumption and Package Sales, 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 Craft Distiller Third Location Liquor License, NO. BLA-0000013785, with On Premises Consumption and Package Sales to Icebox Brewing, LC, d/b/a Farmesilla, located at 1840 Avenida de Mesilla, Las Cruces, NM 88005, 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

November 24, 2025

Certified Mail No.: 7021 2720 0001 2204 5104

City of Las Cruces
Christine Rivera, CMC
PO Box 20000
Las Cruces, NM 88004
Phone: (575) 541-2115
Email: crivera@lascruces.gov

Lic. No. /Appl. No.:	**BLA-0000013785**
Name of Applicant:	Icebox Brewing, LC
Doing Business As:	Farmesilla
Proposed Location:	1840 Anthony de Mesilla, Las Cruces, New Mexico 88005

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.

THE APPLICANT IS SEEKING A CRAFT DISTILLER 3rd LOCATION LIQUOR LICENSE WITH ON PREMISES CONSUMPTION AND PACAKGE SALES

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,

Trinidad Alderete Digitally signed by Trinidad Alderete
Date: 2025.11.24 16:19:31 -07'00'

Trinidad Alderete
Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 795-4942
Email: trinidad.alderete@rld.nm.gov

Enclosures:

1. Original Page 1 (Business Information *(must be signed and returned w/notices of publication)*
2. Copy of 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

Craft Distiller Off-Site Intake Application

Application Number: BLA-0000013785

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Business Information

Business Information

Business Name: ICEBOX BREWING LC
Type of Business: Alcohol
Business Structure: Limited Liability Company
FEIN: XX-XXX6019
State Tax ID Number: XX-XXXXX9-00-7
Business Email: brian@iceboxbrewing.com
Business Phone: 5755267129

Contact Person Information

Contact Person Name: Brian Weidauer
Contact Person Phone: 5756448016
Contact Person Email: brian@iceboxbrewing.com

Business Mailing Address

Mailing Street: 2825 W. Picacho Ave.
Mailing City: Las Cruces
Mailing State: NM
Mailing Zip Code: 88007
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: _____

Alcoholic Beverage Control Division

Craft Distiller Off-Site Intake Application

Application Number: BLA-0000013785

Premises Information

Premises DBA

Premises Doing Business As (DBA):FARMESILLA

Proposed Premises Physical Address

Physical Street: 1840 Avenida de Mesilla
Physical City: Las Cruces
Physical Zip Code: 88005
Physical State: New Mexico
Physical County: Dona Ana
Local Option District: Las Cruces
"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: 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).: C-3

Distance from nearest School

Name of School: Las Cruces Academy
School Street: 1755 Avenida de Mercado
School City: Mesilla
School State: New Mexico
School Zip Code: 88046
School Country: United States
School Distance (in feet): More than 400 but less than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: Basilica of San Albino
Church Street: 2070 Calle de Santiago
Church City: Mesilla
Church State: New Mexico
Church Zip Code: 88046
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

Craft Distiller Off-Site Intake Application

Application Number: BLA-0000013785

NMRLD NEW MEXICO REGULATION & LICENSING DEPARTMENT

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.

Please provide more details for the option selected in above question?

You can specify more details such as license has become expired non-renewable, business ownership has changed, planning to extend operations of existing premises or planning to buy premises etc.

Icebox Brewing LC entered into a purchase agreement with the current owner of FARMesilla, TJ Runyan, who is a holder of a current Wine Grower's License.

Licenses at Proposed Premises

Please specify the active New Mexico licenses currently held by the proposed premises.

If you need to view, edit, or delete any records, click the down arrow under action for that specific record.

License Number: WGL-000049 License Type: Winegrower

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	No

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Craft Distiller Off-Site Intake Application

Application Number: BLA-0000013785

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: Brian Weidauer

Date: 09/04/2025

CITY OF LAS CRUCES

STATEMENT OF ZONING

The property located at 1840 Avenida de Mesilla and having an Account ID Number of R0226820in Las Cruces, New Mexico, is zoned as follows:

NH-3.S (Neighborhood-3 Suburban District)

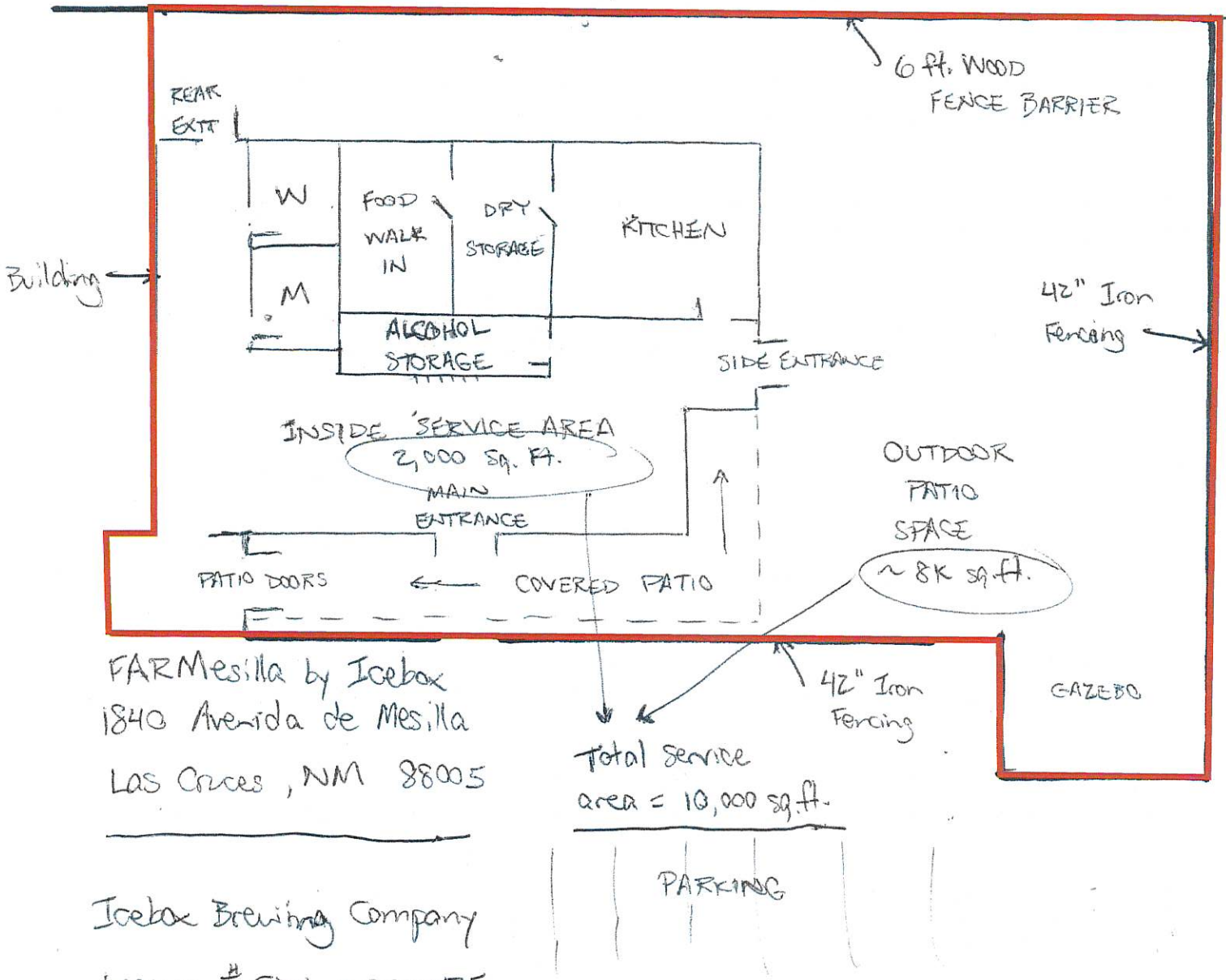
Comments: The NH-3.S district is a transitional zone between residential and nonresidential areas that promote interconnectivity and walkability within the district while ensuring compatibility with adjacent districts. Vertical mixed-use, retail, commercial, and office uses are appropriate in this district when appropriately integrated with nearby residential uses, ensuring that they complement and do not negatively impact the residential character of the adjacent districts. The land uses are dispersed among distinct residential neighborhoods, retail centers, office parks, and industrial uses. While development intensities may vary, suburban places favor segmented land uses with transitions between development types over the blending of differing uses in a single site. A Tap Room with on-premises sales and consumption and packaged sales for off-premises consumption is permitted in the NH-3.S zoning district and 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.

October 6, 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.


6 ft. WOOD FENCE BARRIER
REAR EXIT
W
M
FOOD WALK IN
DRY STORAGE
KITCHEN
Building
ALCOHOL STORAGE
SIDE ENTRANCE
42" Iron Fencing
INSIDE SERVICE AREA
2,000 SQ. FT.
MAIN ENTRANCE
OUTDOOR PATIO SPACE
~ 8K SQ. FT.
PATIO DOORS
COVERED PATIO
42" Iron Fencing
GAZEBO
FARMesilla by Icebox
1840 Avenida de Mesilla
Las Cruces, NM 88005
Total Service area = 10,000 SQ. FT.
PARKING
Icebox Brewing Company
License # CDL-000035
AVENIDA DE MESILLA
N

CITY OF LAS CRUCES

AD FORM

Las **C**ruces **S**un **N**ews **(LCSN)**	
Classified **L**egal **A**d	
Date **t**o **P**ublish: December 19, 2025, and January 4, 2026	
Account # 1361141 P.O. # 26200022	
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 Craft Distiller 3rd Location Liquor License with On Premises Consumption and Package Sales, Liquor License No. BLA-0000013785, for Icebox Brewing, LC, D.B.A. Farmesilla, located at 1840 Avenida de Mesilla, Las Cruces, NM. 88005.

The Public Hearing will be held as part of the regularly scheduled meeting of the City Council on Tuesday, January 20, 2026, beginning at 1:00 p.m., in the City Council Chambers, 700 North Main Street, City Hall. If passed, the Director of the Alcoholic Beverage Control Division of the State of New Mexico Regulation & Licensing Department may approve the issuance of the license.

Witness my hand and seal this on the 2nd of December 2025.

Christine Rivera, MS, CMC
City Clerk

LAS CRUCES SUN NEWS - Please publish in the Legal Section on **December 19, 2025, and January 4, 2026**, and furnish Proof of Publication at your earliest convenience.

Attachment "B"

CITY OF LAS CRUCES

MEMORANDUM

To: Adam Ochoa, Senior Urban Planner

From: Gary Skelton, P.E., Engineer **Initials:** GS

Date: December 2, 2025

Subject: Traffic Investigation Report – Liquor License with On Premises Consumption and Package Sales Permit Application
Location: 1840 Avenida De Mesilla, Las Cruces, NM 88005
Applicant: Icebox Brewing, LC DBA Farmesilla

As requested, Traffic Engineering has completed a traffic investigation for Farmesilla located at 1840 Avenida De Mesilla in Las Cruces, New Meico. The following information is submitted for review:

- Farmesilla is located at 1840 Avenida De Mesilla between Laguna Drive and Tierra De Mesilla. According to the Mesilla Valley MPO Interactive Traffic Flow Map, the most recent traffic volume measured on Avenida De Mesilla near the subject property is approximately 11,375 vehicles per hour.

- The Mesilla Valley MPO classifies Avenida De Mesilla as a principal arterial near the subject property. Avenida De Mesilla serves primarily commercial use properties near the subject property.

- The subject property has only one driveway along Avenida de Mesilla. No sight distance or operational problems are currently known at the access point.

- The speed limit on Avenida De Messila is 35 MPH near the subject property. Speed limits on all other adjacent roads range from 25 to 35 mph near the subject property.

The approval of the liquor license permit application at this location does not appear to adversely impact traffic operations along the roadway segment. Feel free to contact me at 575-541-2561 with any questions.

From:	Michael Landavazo
To:	Adam Ochoa; Soogyu Lee; Gary Skelton; Daniel Balderrama; FD-Prevention
Cc:	David Weir; Sara Gonzales
Subject:	Re: Liquor License Review.
Date:	Monday, December 1, 2025 12:06:05 PM
Attachments:	image001.png Outlook-qq05otwt.png

Ice Box @ Farmesilla is approved, and they have a current passed fire

inspection.

Michael Landavazo
Division Chief Fire Marshal/Prevention/Fire Department
Direct: (575) 528-4251 / TTY 711
Main: (575) 528-3473 / TTY 711
mlandavazo@lascruces.gov

CITY OF LAS CRUCES

CITY OF LAS CRUCES

City of Las Cruces Community Development Department
Liquor License Impact Report
Craft Distiller 3rd Location Liquor License No. BLA-0000013785 with On Premises Consumption and Package Sales
Icebox Brewing LC
1840 Avenida de Mesilla, Las Cruces, New Mexico 88005

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:	1840 Avenida de Mesilla
Applicant:	Icebox Brewing LC
Business Name:	Farmesilla
Zoning:	NH-3.S (Neighborhood-3 Suburban)

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 Craft Distiller 3rd Location Liquor License, No. BLA-0000013785, with On Premises Consumption and Package Sales. The subject property is located in the Suburban Neighborhood Place Type, as designated by Elevate Las Cruces, which is an area designed to accommodate tap rooms and similar uses with a liquor license. The subject property is zoned NH-3.S, which allows the use 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.

INCIDENT SEARCH

Print Date/Time: 12/12/2025 11:50:59 AM

Incident Number	Call Date/Time	Location	Incident Type
2025-00050846	05/11/2025 11:30:02	1840 AVENIDA DE MESILLA, LAS CRUCES	Burglary Alarm
2024-00151465	12/28/2024 08:32:01	1840 AVENIDA DE MESILLA, LAS CRUCES	Burglary Alarm
2024-00141472	11/29/2024 14:09:07	1840 AVENIDA DE MESILLA, LAS CRUCES	Burglary Alarm
2024-00133958	11/08/2024 19:31:57	1840 AVENIDA DE MESILLA, LAS CRUCES	Frequent Patrol
2024-00134009	11/08/2024 18:59:12	1840 AVENIDA DE MESILLA, LAS CRUCES	Frequent Patrol
2024-00116910	09/29/2024 08:54:43	1840 AVENIDA DE MESILLA, LAS CRUCES	Burglary
2024-00111533	09/16/2024 23:54:54	1840 AVENIDA DE MESILLA, LAS CRUCES	Burglary Alarm
2024-00050659	05/03/2024 11:14:42	1840 AVENIDA DE MESILLA, LAS CRUCES	Forgery/Fraud
2023-00114750	09/29/2023 22:34:09	1840 AVENIDA DE MESILLA, LAS CRUCES	Burglary Alarm
2023-00108905	09/15/2023 20:38:30	1840 AVENIDA DE MESILLA, LAS CRUCES	Trespass
2022-00016181	02/17/2022 08:07:58	1840 AVENIDA DE MESILLA, LAS CRUCES	MVA Hit & Run
2021-00028105	03/18/2021 09:11:43	1840 AVENIDA DE MESILLA, LAS CRUCES	Burglary Alarm
2021-00017947	02/19/2021 08:55:43	1840 AVENIDA DE MESILLA, LAS CRUCES	Burglary Alarm
2020-00137576	12/09/2020 17:24:52	1840 AVENIDA DE MESILLA, LAS CRUCES	911 Hang Up
2020-00094450	08/20/2020 08:40:44	1840 AVENIDA DE MESILLA, LAS CRUCES	Burglary Alarm
2020-00041797	04/20/2020 09:36:43	1840 AVENIDA DE MESILLA, LAS CRUCES	Codes - Miscellaneous
2019-00095132	09/08/2019 06:19:56	1840 AVENIDA DE MESILLA, LAS CRUCES	Burglary Alarm
2019-00095130	09/08/2019 06:05:21	1840 AVENIDA DE MESILLA, LAS CRUCES	Burglary Alarm
2019-00080978	08/04/2019 23:24:56	1840 AVENIDA DE MESILLA, LAS CRUCES	Premises Check
2019-00060720	06/15/2019 13:54:06	1840 AVENIDA DE MESILLA, LAS CRUCES	DWI

Total Rows: 20

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip Sanchez, Director

November 24, 2025

Certified Mail No.: 7021 2720 0001 2204 5104

City of Las Cruces
Christine Rivera, CMC
PO Box 20000
Las Cruces, NM 88004
Phone: (575) 541-2115
Email: crivera@lascruces.gov

Lic. No. /Appl. No.: **BLA-0000013785**
Name of Applicant: Icebox Brewing, LC
Doing Business As: Farmesilla
Proposed Location: 1840 Anthony de Mesilla, Las Cruces, New Mexico 88005

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.

THE APPLICANT IS SEEKING A CRAFT DISTILLER 3rd LOCATION LIQUOR LICENSE WITH ON PREMISES CONSUMPTION AND PACAKGE SALES

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,

Trinidad Alderete Digitally signed by Trinidad Alderete
Date: 2025.11.24 16:19:31 -07'00'

Trinidad Alderete
Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 795-4942
Email: trinidad.alderete@rld.nm.gov

Enclosures:

1. Original Page 1 (Business Information (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 and 3 (Premises Information)
3. Copy of the Zoning Statement
4. Copy of the Floor Plan

Alcoholic Beverage Control Division
Craft Distiller Off-Site Intake Application
Application Number: BLA-0000013785

Business Information

Business Information

Business Name: ICEBOX BREWING LC
Type of Business: Alcohol
Business Structure: Limited Liability Company
FEIN: XX-XXX6019
State Tax ID Number: XX-XXXXX9-00-7
Business Email: brian@iceboxbrewing.com
Business Phone: 5755267129

Contact Person Information

Contact Person Name: Brian Weidauer
Contact Person Phone: 5756448016
Contact Person Email: brian@iceboxbrewing.com

Business Mailing Address

Mailing Street: 2825 W. Picacho Ave.
Mailing City: Las Cruces
Mailing State: NM
Mailing Zip Code: 88007
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: _____

Alcoholic Beverage Control Division

Craft Distiller Off-Site Intake Application

Application Number: BLA-0000013785

Premises Information

Premises DBA

Premises Doing Business As (DBA):FARMESILLA

Proposed Premises Physical Address

Physical Street: 1840 Avenida de Mesilla
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"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).: C-3

Distance from nearest School

Name of School: Las Cruces Academy
School Street: 1755 Avenida de Mercado
School City: Mesilla
School State: New Mexico
School Zip Code: 88046
School Country: United States
School Distance (in feet): More than 400 but less than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: Basilica of San Albino
Church Street: 2070 Calle de Santiago
Church City: Mesilla
Church State: New Mexico
Church Zip Code: 88046
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

Craft Distiller Off-Site Intake Application

Application Number: BLA-0000013785

NMRLD NEW MEXICO REGULATION & LICENSING DEPARTMENT

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.
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Please provide more details for the option selected in above question?

You can specify more details such as license has become expired non-renewable, business ownership has changed, planning to extend operations of existing premises or planning to buy premises etc.

Icebox Brewing LC entered into a purchase agreement with the current owner of FARMesilla, TJ Runyan, who is a holder of a current Wine Grower's License.

Licenses at Proposed Premises

Please specify the active New Mexico licenses currently held by the proposed premises.

If you need to view, edit, or delete any records, click the down arrow under action for that specific record.

License Number: WGL-000049 License Type: Winegrower

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	No

Alcoholic Beverage Control Division

Craft Distiller Off-Site Intake Application

Application Number: BLA-0000013785

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: Brian Weidauer

Date: 09/04/2025

CITY OF LAS CRUCES

STATEMENT OF ZONING

The property located at 1840 Avenida de Mesilla and having an Account ID Number of R0226820in Las Cruces, New Mexico, is zoned as follows:

NH-3.S (Neighborhood-3 Suburban District)

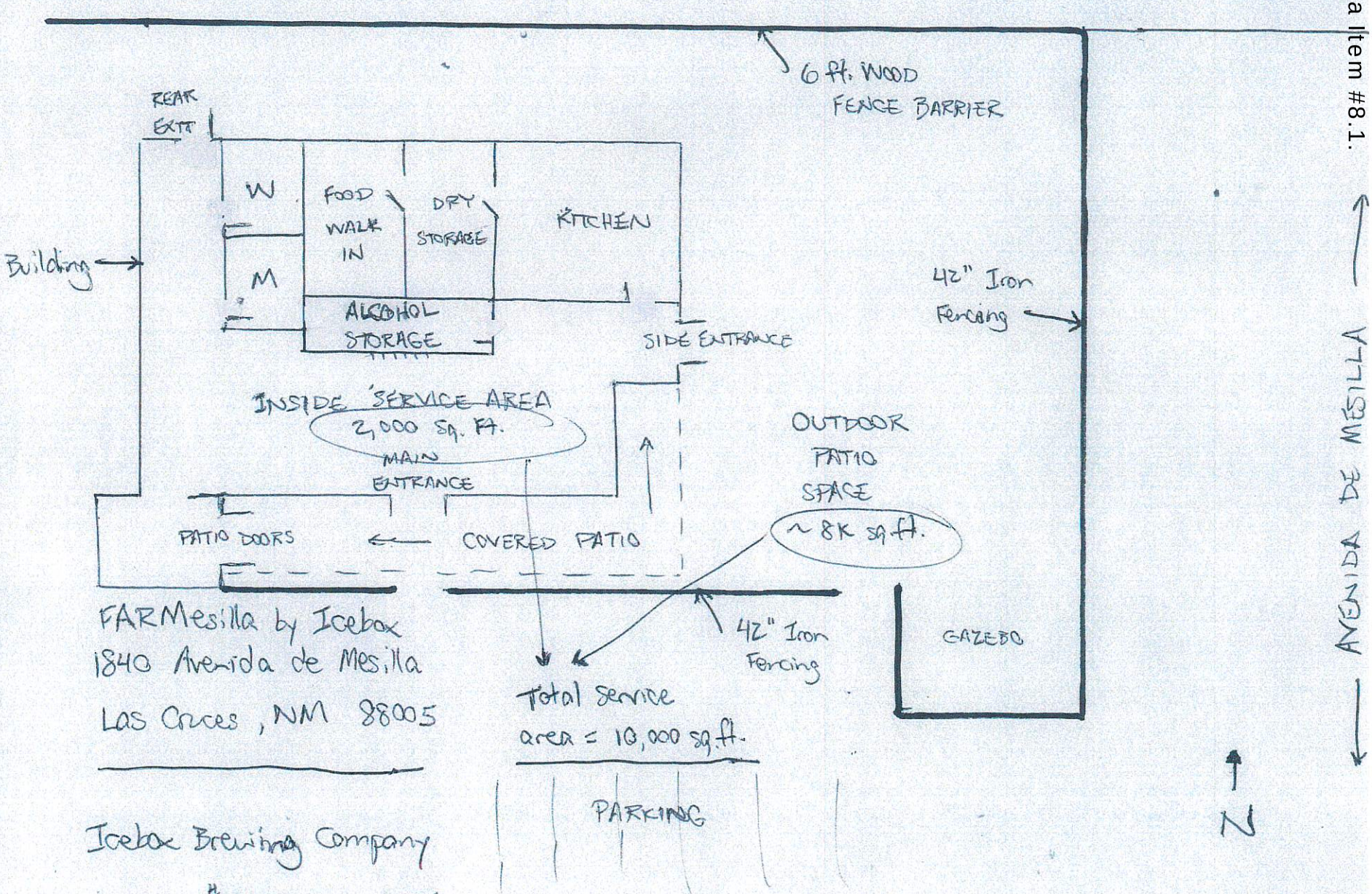
Comments: The NH-3.S district is a transitional zone between residential and nonresidential areas that promote interconnectivity and walkability within the district while ensuring compatibility with adjacent districts. Vertical mixed-use, retail, commercial, and office uses are appropriate in this district when appropriately integrated with nearby residential uses, ensuring that they complement and do not negatively impact the residential character of the adjacent districts. The land uses are dispersed among distinct residential neighborhoods, retail centers, office parks, and industrial uses. While development intensities may vary, suburban places favor segmented land uses with transitions between development types over the blending of differing uses in a single site. A Tap Room with on-premises sales and consumption and packaged sales for off-premises consumption is permitted in the NH-3.S zoning district and 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.

October 6, 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.


6 ft. WOOD FENCE BARRIER
REAR EXIT
W
M
FOOD WALK IN
DRY STORAGE
KITCHEN
Building
ALCOHOL STORAGE
SIDE ENTRANCE
42" Iron Fencing
INSIDE SERVICE AREA
2,000 SQ. FT.
MAIN ENTRANCE
OUTDOOR PATIO SPACE
~8K sq ft.
PATIO DOORS
COVERED PATIO
42" Iron Fencing
GAZEBO
FARMesilla by Icebox
1840 Avenida de Mesilla
Las Cruces, NM 88005
Total service area = 10,000 sq. ft.
PARKING
Icebox Brewing Company
License # CDL-000035
AVENIDA DE MESILLA
N

From: Jackie Baylon
To: Adam Ochoa; Soogyu Lee; Gary Skelton; Daniel Balderrama; FD-Prevention; Elena Sanchez; Sean Mullen; Eric Urenda; Jeremy Story; Minerva Romero
Cc: David Weir; Sara Gonzales
Subject: RE: Liquor License Review.
Date: Monday, December 1, 2025 10:43:22 AM
Attachments: image002.png
image003.png

Icebox will need to submit the liquor license application online via the Accela Citizen Portal.

Thank you,

Jackie Baylon
Permits & Registration Supervisor/Community Development Department
Direct: 575-528-3064 / TTY 711
Main: 575-528-3043 / TTY 711
jbaylon@lascruces.gov
CITY OF LAS CRUCES

Please note: Our office will be **closed on December 19, 2025, from 3:00–5:00 PM

From: Adam Ochoa <aochoa@lascruces.gov>
Sent: Monday, December 1, 2025 10:34 AM
To: Soogyu Lee <sglee@lascruces.gov>; Gary Skelton <gskelton@lascruces.gov>; Daniel Balderrama <dbalderrama@lascruces.gov>; FD-Prevention <FD-Prevention@las-cruces.org>; Elena Sanchez <esanchez@lascruces.gov>; Sean Mullen <smullen@lascruces.gov>; Eric Urenda <eurenda@lascruces.gov>; Jeremy Story <jstory@lascruces.gov>; Jackie Baylon <jbaylon@lascruces.gov>; Minerva Romero <mingarcia@lascruces.gov>
Cc: David Weir <dweir@lascruces.gov>; Sara Gonzales <sgonzales@lascruces.gov>
Subject: RE: Liquor License Review.

FYI, the correct address is 1840 Avenida de Mesilla.

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

Please note: Our office will be closed on December 19, 2025, from 3:00–5:00 PM.

From: Adam Ochoa <aochoa@lascruces.gov>
Sent: Monday, December 1, 2025 10:22 AM
To: Soogyu Lee <sglee@lascruces.gov>; Gary Skelton <gskelton@lascruces.gov>; Daniel Balderrama

<dbalderrama@lascruces.gov>; FD-Prevention <FD-Prevention@las-cruces.org>; Elena Sanchez <esanchez@lascruces.gov>; Sean Mullen <smullen@lascruces.gov>; Eric Urenda <eurenda@lascruces.gov>; Jeremy Story <jstory@lascruces.gov>; Jackie Baylon <jbaylon@lascruces.gov>; Minerva Romero <mingarcia@lascruces.gov>
Cc: David Weir <dweir@lascruces.gov>; Sara Gonzales <sgonzales@lascruces.gov>
Subject: Liquor License Review.

Good Morning,

Icebox Brewing, LC, has filed an application for a CRAFT DISTILLER 3rd LOCATION LIQUOR LICENSE WITH ON PREMISES CONSUMPTION AND PACKAGE SALES. Please see the attached application. Please provide liquor license reports to me no later than Monday, December 8, 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

Please note: Our office will be closed on December 19, 2025, from 3:00–5:00 PM.

26-095

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:**	January 20, 2026
Drafter:	Maria Sanchez	**Department:**	Financial Services

Title: **A RESOLUTION TO ACCEPT THE CITY OF LAS CRUCES ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2025.**

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

PURPOSE(S) OF ACTION:
To accept FY2025 Annual Comprehensive Financial Report.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
On December 1, 2025, Pattillo, Brown & Hill, L.L.P. submitted the Annual Comprehensive Financial Report (ACFR), attached hereto as Exhibit "A", for the fiscal year ending June 30, 2025 to the Office of the State Auditor on behalf of the City of Las Cruces (City) Financial Services Department.

The Office of the State Auditor published Requirements for Contracting and Conducting Audits of Agencies in which Section 2.2.2.10 J (3d) states, "Once the audit report is officially released to the agency by the State Auditor, by an authorizing letter, and the required waiting period of five calendar days has passed, the audit report shall be presented by the Internal Public Accountant to a quorum of the governing authority of the agency at a meeting held in accordance with the Open Meetings Act, if applicable. The presentation of the audit report should be documented in the minutes of the meeting."

On December 29, 2025, the Office of the State Auditor released the City's FY2025 audit report.

The ACFR for the fiscal year ending June 30, 2025, may be accessed through the City's website.

SUPPORT INFORMATION:
Exhibit "A" FY25 ACFR

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes

☒ No

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and accept the Annual Comprehensive Financial Report for the fiscal year ending June 30, 2025.
2. Vote "No"; this will not approve the Resolution nor accept the Annual Comprehensive Financial Report for the fiscal year ending June 30, 2025.
3. Vote to "Amend"; this could provide an avenue to change the Resolution based on direction provided by City Council but would not change the Annual Comprehensive Financial Report for the fiscal year ending June 30, 2025.
4. Vote to "Table"; this could delay the acceptance of the Annual Comprehensive Financial Report for the fiscal year ending June 30, 2025.

RESOLUTION 26-095

A RESOLUTION TO ACCEPT THE CITY OF LAS CRUCES ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2025.

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) completed the Annual Comprehensive Financial Report (ACFR) for the fiscal year ending June 30, 2025; and

WHEREAS, on December 1, 2025, Pattillo, Brown & Hill, L.L.P. submitted the ACFR to the Office of the State Auditor on behalf of the City's Financial Services Department; and

WHEREAS, the Office of the State Auditor has published 2.2.2 New Mexico Administrative Code Audit Rule 2013, Requirements for Contracting and Conducting Audits of Agencies in which Section 2.2.2.10 J (3) states, "Once the audit report is officially released to the agency by the State Auditor (by an authorizing letter), and the required waiting period of five calendar days has passed, the audit report shall be presented by the Internal and Public Accountant to a quorum of the governing authority of the agency at a meeting held in accordance with the Open Meetings Act, if applicable. The presentation of the audit report should be documented in the minutes of the meeting"; and

WHEREAS, on December 29, 2025, the Office of the State Auditor released the audit report; and

WHEREAS, the ACFR for the fiscal year ending June 30,2025 is hereby presented to the City Council for publishing.

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

(I)

THAT the ACFR, attached hereto as Exhibit "A" and made part of this Resolution, is hereby accepted the Fiscal Year ending June 30, 2025.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____
Mayor

ATTEST:

_____
City Clerk

Moved by:

Seconded by:

AYES

NAYS

Exhibit "A"

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FISCAL YEAR ENDED JUNE 30, 2025

CITY OF LAS CRUCES
NEW MEXICO

State of New Mexico
City of Las Cruces

ANNUAL COMPREHENSIVE FINANCIAL
REPORT FOR THE FISCAL YEAR
ENDED JUNE 30, 2025

Prepared by
Finance Department
Josie Trevino,
Comptroller

City of Las Cruces

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City of Las Cruces

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City of Las Cruces

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City of Las Cruces

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City of Las Cruces

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ACFR INTRODUCTORY SECTION

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FISCAL YEAR ENDED JUNE 30, 2025

CITY OF LAS CRUCES

November 17, 2025

To the Honorable Mayor, Members of the City Council, Honorable Auditor, Honorable Clerk, and Citizens of the City of Las Cruces, NM.

We are pleased to present the Annual Comprehensive Financial Report (ACFR) of the City of Las Cruces, NM, for the fiscal year ended June 30, 2025. New Mexico State Statute mandates that every local government undergo an annual audit, with the results being published. The audit must be conducted in accordance with generally accepted auditing standards (GAAS) by an independent auditor approved by the state auditor.[1] This report was prepared by the Financial Services Department in accordance with City Charter Section 5.09 and the principles and standards for financial reporting set forth by the Governmental Accounting Standards Board (GASB).

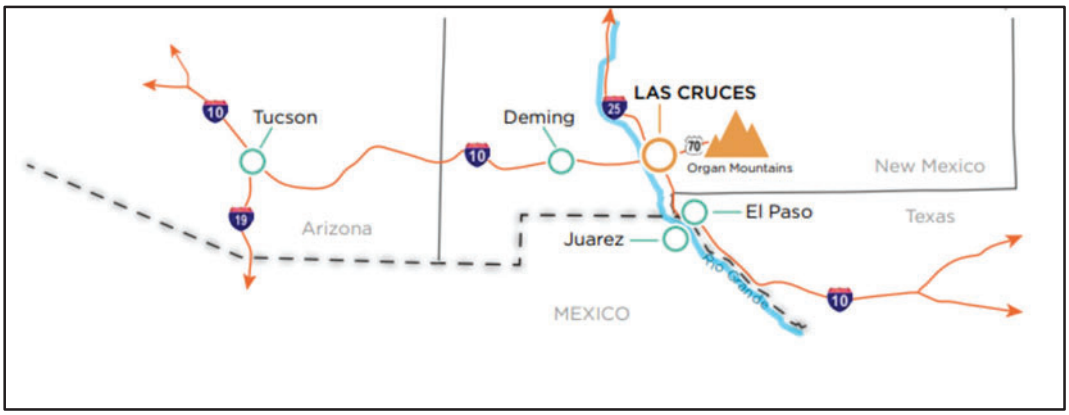
Responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the management of the City. The existing comprehensive structure of internal accounting controls in the City provides reasonable assurance that the financial statements are free of any material misstatements. Given that the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements. To provide a reasonable basis for making those representations, City management has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with the generally accepted accounting principles (GAAP). As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

Pattillo, Brown, & Hill, LLP (PB&H), a firm of licensed certified public accountants, has audited the City's financial statements. The goal of the independent audit is to provide reasonable assurance that the financial statements of the City for the fiscal year ended June 30, 2025, are free of material misstatements. The audit involved examining on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. PB&H issued an unmodified opinion on the financial statements (i.e., that they are presented fairly in all material respects). Refer to the Independent Auditor's Report for more details.

[1] (New Mexico State Statute 12-6-5, NMSA, 1978)

PROFILE OF THE GOVERNMENT

The City of Las Cruces, incorporated in 1849, is located roughly 45 miles north of El Paso, Texas, and Ciudad, Juárez, Mexico and 225 miles south of Albuquerque, New Mexico. The population for Las Cruces is 111,385 [2] and it is the county seat of Doña Ana County, serving as the center of commerce and culture for the southern New Mexico region.



Regional Context Map, Elevate Las Cruces, Volume 1 Page 2

The map above from the City's comprehensive plan "shows the location of Las Cruces in the greater bi-national region. The city is traversed by two interstates – interstate 10 leads south to El Paso and west to Deming while interstate 25 originates in Las Cruces and travels north to Wyoming. US Highway 70 leads northeast to the Organ Mountains Desert Peaks National Monument and White Sands Missile Range."[3]

The city is surrounded by mountain ranges and the historic Rio Grande. The city was founded by several Native American groups living in the area that is now called Mesilla Valley. The Rio Grande made the area an attractive location for settlers. The Camino Real served as a major trade route linking Mexico City to Santa Fe.

The municipal limits of the city encompass approximately 77 square miles. What makes Las Cruces attractive is the climate and surrounding natural landscape, with approximately 294 days of sunshine and an annual average temperature of 62.5°F.

The Mayor and 6-member council are elected in non-partisan elections. The council appoints a city manager who is the chief administrator of the city and is responsible to the council for the administration of all city affairs.[4] Council members serve four-year terms, with three members elected every two years. The Mayor is elected for a four-year term. This ACFR includes financial statements of the funds required for

[2] U.S. Census Bureau QuickFacts, April 1, 2020 Census, www.census.gov/quickfacts/lascrucescitynewmexico, 10/4/22.
[3] City of Las Cruces, "Elevate Las Cruces", Adopted February 18, 2020, Page 2.
[4] City of Las Cruces, City Charter 2019.

those activities, organizations, and functions related to the City and that are controlled by, or dependent upon the City's governing body, the City Council.

The City of Las Cruces is a full-service home rule municipality governed by the provisions of the New Mexico Constitution, the City Charter, and generally accepted accounting principles (GAAP).

The City provides a full range of services, including police and fire protection, traffic and street management, storm water and flood plain management, home rehabilitation programs, affordable housing, land use development, inspection services and permitting, library services, utility services (water, wastewater, natural gas, and solid waste), transit services, and recreational and cultural activities. The City is financially accountable for five Joint Power Agreement entities, which are reported separately within the City of Las Cruces' financial statements. The City has one discretely presented component unit, South Central Solid Waste Authority, and one blended component unit, Downtown Tax Increment Development District.

The Council is required to adopt an initial budget for the fiscal year no later than thirty (30) days before the beginning of the fiscal year on July 1. This annual budget serves as the foundation for the City's financial planning and control. The legal level of budgetary control is at the fund level. The budget is prepared by fund function, and organization unit. Department directors may transfer resources within a department as they see fit. Transfers between departments, however, need special approval from the Council.[5] The financial system is built around the City Strategic Plan, the Comprehensive Plan (Elevate Las Cruces), and individual department strategic plans.

ECONOMIC CONDITIONS AND OUTLOOK

One key measure of our economic health is Matched Taxable Gross Receipts (MTGR), which links tax payments to reported sales by industry. In FY25, total MTGR across all industries increased by 3.5% compared to FY24, adding approximately $143.7 million and bringing the total to $4.2 billion.

While the retail trade and health care and social assistance sectors experienced slight year-over-year declines (0.8% and 0.4%, respectively), they remain among the top-performing sectors in recent years. Notably, the construction sector saw an 18% increase in MTGR, reflecting continued investment and development in our community.

The average unemployment rate in Las Cruces for FY25 was 4.4%. Although this is slightly higher than the 3.5% rate in FY23, it remains below the pre-pandemic level of 4.9% in FY19. Encouragingly, the labor force grew by 1.3%, employment rose by 0.7%, and the number of individuals actively seeking work increased by 14%—all signs of a dynamic and engaged workforce.

Gross Receipts Tax (GRT) revenue continues to be a vital source of funding for city services. Over the past five fiscal years, GRT revenue has grown at an average annual rate of 6.2%. In FY25 alone, revenue increased by 3.4%, reaching $132 million. July 2025 marked a new monthly high in GRT revenue, with a 24% increase over July 2024, following the implementation of the new municipal GRT increase of .3250%.

We also saw an 8.5% increase in new business registrations, adding 46 new permits in FY25. However, new residential construction permits declined by 10%, or 67 fewer permits compared to the previous year.

At the national level, inflation is gradually easing, though it remains somewhat elevated. In response to a softening labor market, the Federal Reserve has lowered the federal funds rate to a range of 3.75% to 4%. While this may support future economic growth, the outlook for additional rate cuts remains uncertain.

In summary, Las Cruces continues to demonstrate resilience and economic strength. We remain committed to supporting sustainable growth and ensuring a high quality of life for all residents.

LONG TERM FINANCIAL PLANNING

The City's principal financial budget planning tool is the BASE method. This method requires that the budget be **B**alanced, **A**ccountable, **S**ustainable and **E**fficient. Required by City Charter (Article V. Sec 5.04 – Financial Procedures), the budget provides a financial plan for all city funds and activities for the ensuing year. This financial plan is presented annually to City Council, and it includes:

- Updated fund balances
- Operating costs for capital projects
- Baseline, optimistic, and pessimistic scenarios
- Growth factors
- Estimates of recuring and non-recuring revenues and expenditures
- A five-year projection of revenues, including actuals for the previous fiscal year.

Our five-year capital improvement plan is guided by Elevate Las Cruces and serves as a blueprint for our Capital Improvements Program (CIP), as outlined in the City Charter (Article V. Section 5.05). The intent of the CIP is to address the increasing demand for new facilities and the replacement of outdated facilities. The City continues to enhance the CIP process to improve budget planning for capital projects.

FINANCIAL POLICIES

The City's financial system is built around the adopted strategic plan, Elevate Las Cruces, and individual department strategic plans. Department programs are developed to align with the services outlined in Elevate Las Cruces and the City Strategic Plan. Each line of business (LOB) comprises a collection of programs monitored for financial and performance management. Department directors are responsible for both the fiscal and programmatic performance of their units.

Historically, the City has adopted a conservative approach to financial management, controlling long-term debt to minimize interest costs and closely monitoring the use of both recurring and non-recurring operating revenues.

MAJOR INITIATIVES

In November 2022, the residents of Las Cruces approved the 2022 General Obligation (GO) Bond Projects. These projects included a new Fire Station #9, Continuation of the East Mesa Public Recreation (Sports) Complex, affordable housing initiatives and park improvements. These projects were in the design phase during the past fiscal year and are presently in construction with estimated completions in May 2026.

Major infrastructure projects have also been completed or are currently under construction. The new Roadrunner Transit Operations Maintenance Facility, which was under construction through FY24, is now 100% complete. The Casa Linda Reconstruction Project, a full reconstruction of Calle Encanto, Calle del Sol and Avenida Blanco, is partially funded with ARPA funding and is currently under construction. Madrid Avenue Extension roadway reconstruction as well as the Cortez Drive reconstruction projects funded in FY24, both started in FY25 and are both expected to be complete by January 2026.

AWARDS AND ACKNOWLEDGEMENTS

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Las Cruces for its Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2024. This is the 21st consecutive year that the government has achieved this prestigious award. To be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized ACFR. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current annual comprehensive financial report continues to meet the Certificate of Achievement Program's requirements, and we are submitting it to GFOA to determine its eligibility for another certificate.

CONCLUSION

The preparation of the ACFR could not have been accomplished without the efficient and dedicated service of a highly qualified staff in the Financial Services Department. I would like to thank all personnel who contributed to the preparation of this report. Additionally, I want to acknowledge the thorough and professional manner in which our independent auditors, PB&H, LLP, conducted their audit.

Respectfully submitted,

Lesley Doyle
Lesley Doyle (Nov 12, 2025 11:01:21 MST)

Lesley Doyle,
Financial Services Director

City of Las Cruces

LIST OF PRINCIPAL OFFICIALS

as of June 30, 2025

City Council

Mayor
Eric Enriquez
Phone: 575-541-2067
mayor@lascruces.gov

District 1 Councilor
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District 2 Councilor
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District 3 Councilor
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City Council

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District 5 Councilor
Becky Corran
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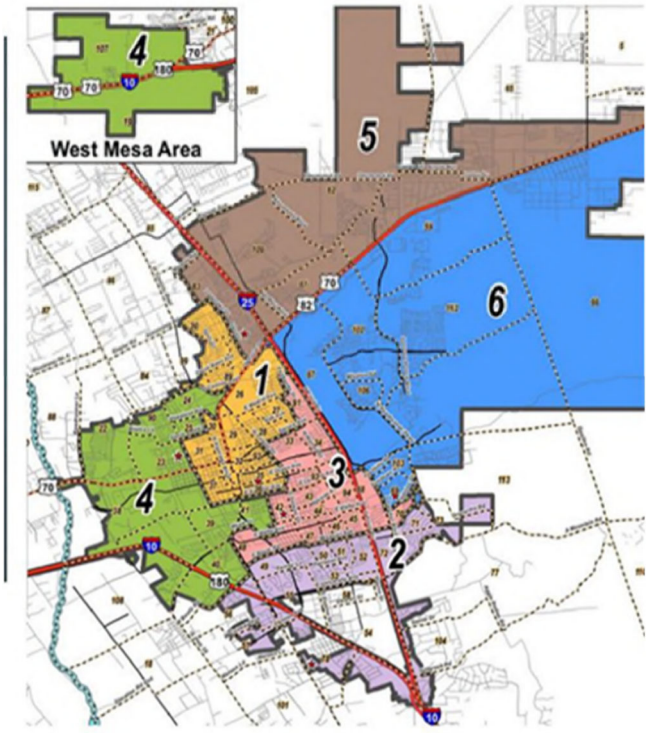
District 6 Councilor
Yvonne M. Flores
Phone: 575-541-2069
yflores@lascruces.gov



City Management

City Manager
Ikani Taumoepeau
Phone: 575-541-2078
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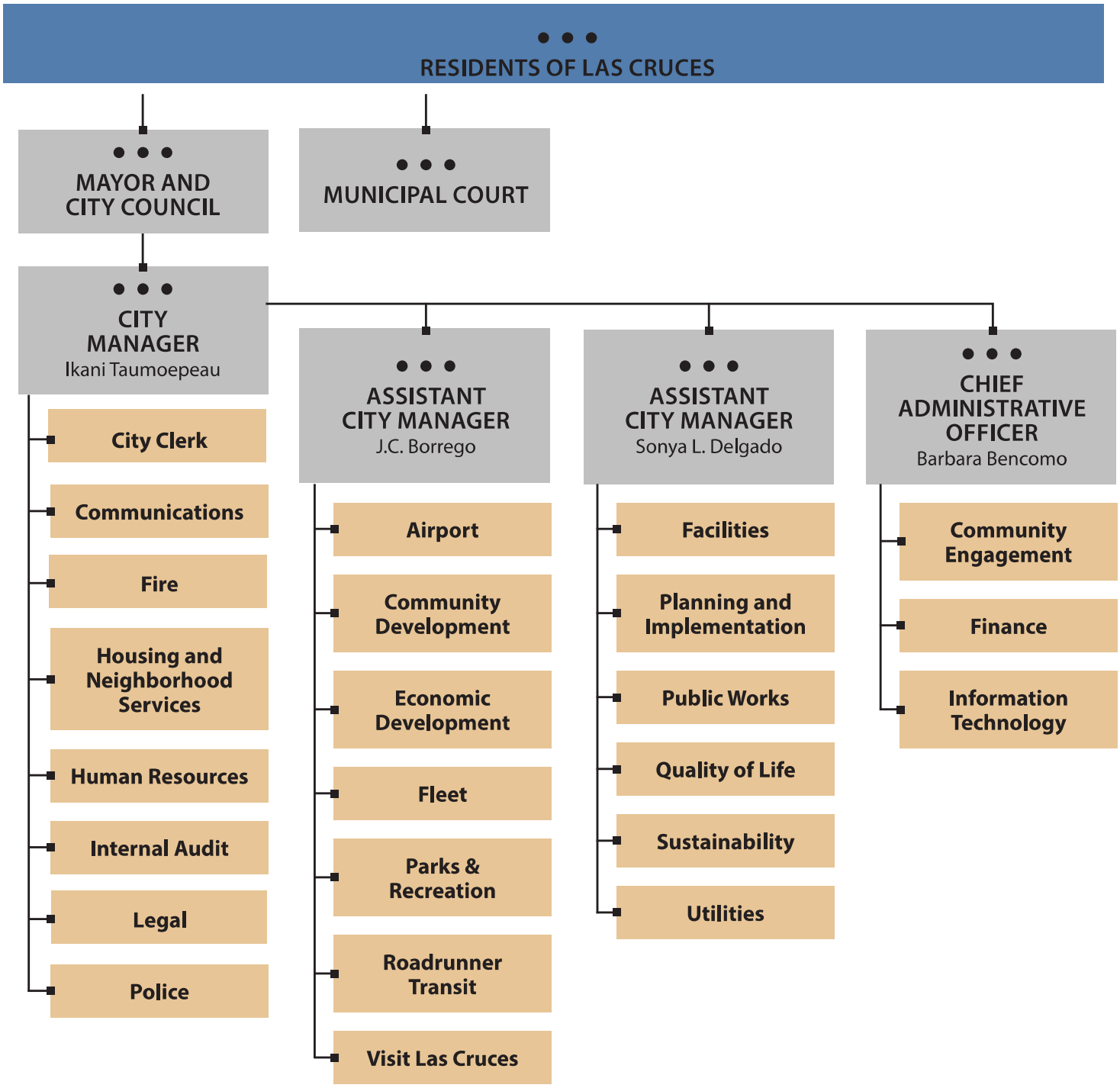
Assistant City Manager
Sonya Delgado
Phone: 575-541-2506
sdelgado@lascruces.gov

Assistant City Manager
JC Borrego
Phone: 575-528-3033
jborrego@lascruces.gov

Chief Administrative Officer
Barbara Bencomo
Phone: 575-541-2642
bbencomo@lascruces.gov

CITY GOVERNMENT ORGANIZATION CHART



City of Las Cruces

LIST OF CONTRIBUTORS

June 30, 2025

Financial Services

Lesley Doyle	Director of Finance
Josie Trevino	Comptroller
Joshua Saffell	Accounting Supervisor
Maria Sanchez	Accounting Supervisor
Frances Harris	Accountant II
Liam Beasley	Accountant II
Gloria Moreno	Accountant I
Juanita Lopez	Accountant I
Kaden Hergenreter	Accountant I
Roberta Marquez	Accountant I
Veronica Ulloa	Accountant I

Sarah Arviso	Accountant I Temp
Adolfo Cardenas	Accounting Supervisor
Amador Espinosa	Accountant II
Maria Silva	Accountant I
Rita Gandara	Accountant II
Rosemary Gonzalez	Accountant I

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Las Cruces
New Mexico

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2024

Christopher P. Morrill

Executive Director/CEO

ACFR FINANCIAL SECTION

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FISCAL YEAR ENDED JUNE 30, 2025

CITY OF LAS CRUCES

PATTILLO, BROWN & HILL, L.L.P.
5310 Homestead Road N.E. Suite 100 B
Albuquerque, New Mexico 87110
505.266.5904 | pbhcpa.com

INDEPENDENT AUDITOR'S REPORT

To Joseph M. Maestas, P.E., CFE
New Mexico State Auditor
and
To the City Council
City of Las Cruces
Las Cruces, New Mexico

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, the aggregate remaining fund information, and the budgetary comparisons for the general fund and major special revenue funds of the City of Las Cruces, New Mexico ("City"), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City as of June 30, 2025, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparisons for the general fund and major special revenue funds for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter – Change in Accounting Principle

As discussed in Note 25 to the financial statements, the City implemented Governmental Accounting Standards Board (GASB) Statement No. 101, Compensated Absences, during the year ended June 30, 2025. This new standard establishes recognition and measurement guidance for compensated absences, resulting in changes to the entity's accounting policies and adjustments to previously reported balances. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

The City's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and Government Auditing Standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 23-40, schedule of the City's proportionate share of the net pension liability, the schedule of the City's contributions, the schedule of the City's proportionate share of the OPEB liability, and the schedule of the City's contributions on pages 141-147 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual nonmajor fund financial statements, the budgetary comparisons presented as supplementary information, the schedule of changes in assets and liabilities of custodial funds, the schedule of insurance in force, the schedule of pledged collateral, the schedule of special appropriations, the schedule of deposit accounts and investments, the schedule of joint powers agreements and the schedule of expenditures of state awards are presented for the purposes of additional analysis and are not a required part of the basic financial statements.

The Supplementary Information required by 2.2.2 NMAC as noted in the table of contents is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements, the budgetary comparisons presented as supplementary information and the Supplementary Information required by 2.2.2 NMAC as noted in the table of contents, are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual comprehensive financial report. The other information comprises the introductory section and the statistical section but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 17, 2025 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Pattillo, Brown & Hill, L.L.P.
Albuquerque, New Mexico
November 17, 2025

MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2025

The City of Las Cruces' Management's Discussion and Analysis (MD&A) is intended to provide an objective and easily readable overview of the City's financial activities for the fiscal year ended June 30, 2025. Comparative analysis with prior-year balances is presented in accordance with the standards established by the Governmental Accounting Standards Board (GASB).

This section should be read in conjunction with the Letter of Transmittal and the accompanying financial statements to gain a comprehensive understanding of the City's financial condition and operational results.

Financial Highlights

- **Net Position**: As of June 30, 2025, the City's assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources by $747.6 million. The unrestricted net position was $(120.0) million, indicating the portion available to meet ongoing obligations to citizens and creditors.

- **Governmental Funds**: As of June 30, 2025, the total governmental funds balance was $240.9 million. This is a decrease of $16.1 million in comparison with the prior year of $257.0 million. Of this amount, $33.7 million is available for spending at the City's discretion (sum of unassigned and assigned fund balance).

- **General Fund**: The General Fund reported a total fund balance of $70.6 million. The unassigned portion was $35.9 million, representing 25.6% of total General Fund expenditures of $140.0 million.

- **Enterprise Funds**: Net position for enterprise funds increased by $13.2 million, totaling $277.3 million. Detailed analysis is provided in the Business-Type Activities section of this MD&A.

- **Long-term Liabilities**: Total long-term liabilities decreased by $4.9 million to $276.8 million. Of this, $232.0 million represents bonds and notes payable. Additional details are available in Note 7 of the financial statements.

Overview of the Financial Statements

This MD&A serves as an introduction to the City's basic financial statements, which include:

1. Government-wide financial statements
2. Fund financial statements
3. Notes to the financial statements

The report also includes required supplementary information (RSI) and other supplementary schedules to provide additional context and detail.

The financial statements are prepared in accordance with GASB Statement No. 34 and subsequent amendments, using the integrated approach to present both fund-level and government-wide perspectives.

Government-Wide Financial Statements

These statements provide a broad overview of the City's finances in a format comparable to private-sector entities:

Statement of Net Position: Reports all assets, deferred outflows, liabilities, and deferred inflows. The difference is reported as net position, a key indicator of financial health over time.

Statement of Activities: Shows changes in net position during the fiscal year, using accrual accounting to capture revenues and expenses when they occur, regardless of cash flow timing.

Activities are categorized as:

- **Governmental Activities:** Include core services such as General Government, Police, Fire, Community Development, Quality of Life, Economic Development, Public Works, and Parks and Recreation. These are primarily funded through taxes and grants.
- **Business-Type Activities:** Include Gas, Water, Wastewater, Solid Waste, Transit, Airport, and Alternative Fuels, which are funded through user charges.
- **Component Units:** The South Central Solid Waste Authority (SCSWA) is presented as a discretely reported component unit.

Government-wide financial statements are located on pages 40–43 of this

report. **Fund Financial Statements**

The City of Las Cruces utilizes fund accounting to maintain fiscal control and demonstrate compliance with finance-related legal requirements. A fund is a grouping of related accounts used to segregate resources for specific activities or objectives. In accordance with GASB standards, the City's funds are classified into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources,* as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

The focus of governmental funds is narrower than that of the government-wide financial statements; therefore, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. Because governmental fund financial statements do not encompass the additional long-term focus of the government-wide financial statements, additional information is provided that explains the relationship (or differences) between them.

The City maintains four governmental fund types for financial reporting purposes. The governmental fund types are General Funds, Special Revenue Funds, Capital Projects Funds, and Debt Service Funds. The City maintains ninety-eight governmental funds, six of which combine into the General Funds and thirty-eight combine to make the Debt Service Funds. Information is presented separately in the Governmental Funds Balance Sheet and in the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balance for the funds that comprise the General Funds, which are considered major funds. Two other governmental funds, Telshor Facility and Special Revenue Grants are also reported as major funds. The remaining fifty-two governmental funds are combined into a single, aggregate presentation as Nonmajor Governmental Funds. Individual fund data for each

of these nonmajor governmental funds is provided in the form of *combining schedules* in the Combining Financial Schedules section of this report.

The City adopts an annual appropriated budget for its governmental funds. A budgetary comparison schedule has been provided for the governmental funds to demonstrate compliance with this budget.

Proprietary Funds

Proprietary funds are generally used to account for services for which the City charges customers, either outside customers or internal units or departments, of the City. The City maintains the following two types of proprietary funds:

- *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for the fiscal activities relating to utilities such as Gas, Water, Waste Water, Solid Waste, and Transit. The City also uses enterprise funds to account for Airport and Alternative Fuels, which are reported aggregately as non-major enterprise funds.

- *Internal service funds* are used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its vehicle maintenance and self-insurance. These services have been allocated to *governmental activities* in the government-wide financial statements as they predominantly serve governmental functions.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Gas, Water, Waste Water, Solid Waste, and Transit funds, all of which are considered major funds of the City. Data from the nonmajor enterprise funds, are combined into a single, aggregate presentation in the proprietary fund financial statements. The internal service funds are also combined into a single, aggregate presentation in the proprietary fund financial statements. Individual fund data for the non-major enterprise funds and the internal service funds are provided in the form of *combining schedules,* in the Combining Financial Schedules section of this report.

Fiduciary Funds

Fiduciary funds are used to account for resources held for the benefit of parties outside of the primary government. Fiduciary funds are *not* reflected in the government-wide financial statements as the resources of those funds are *not* available to support the City's programs and operations. The Statement of Fiduciary Assets and Liabilities for the custodial funds is presented in the Basic Financial Statements section of this report.

Notes to the Financial Statements

The notes provide additional information that is essential to acquire a full understanding and fair presentation of the data provided in both the government-wide financial statements and fund financial schedules.

Required Supplementary Information

In addition to the basic financial statements and the accompanying notes, this report also presents the required supplementary information of the City's governmental and proprietary funds: general fund, debt service, special

revenue, capital project, enterprise, and internal service funds. The schedule of proportionate share of net pension and net other post-employment benefits (OPEB) liability, schedule of pension and OPEB contributions, and the notes to required supplementary information related to pension and OPEB activity are presented as required supplementary information. Additional information can be found in the notes to the basic financial statements.

Combining Schedules

The combining schedules of nonmajor governmental funds, nonmajor enterprise funds, internal service funds, and fiduciary funds are presented immediately following the required supplementary information. Budgetary comparison schedules have been provided which demonstrate budgetary compliance.

Other Supplementary Information

The Other Supplementary Information section contains schedules on insurance in force, pledged collateral, special appropriations, deposits and investments, and joint powers agreements.

Statistical Section

The statistical section provides statistical data on financial trends, revenue and debt capacity, demographic and economic information, and operating information.

Single Audit Section

The Single Audit section includes independent auditor's reports on internal controls and compliance related to the financial statements and major federal grant programs. This section also presents the schedule of expenditures of federal and state awards, accompanied by detailed notes. Additionally, the schedule of findings and questioned costs is included, providing a comprehensive overview of any issues identified during the audit process. These reports and schedules ensure transparency and adherence to federal requirements, reinforcing the City's commitment to financial accountability and integrity.

Government-wide Financial Analysis

Net position, over time, may serve as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities by $717.0 million at the close of the most recent fiscal year.

Net Position (in 000's)

Ninety-seven percent of the City's net position is investment in capital assets (i.e., land, land improvements, buildings, equipment, utility infrastructure), net of any related outstanding debt used to acquire those assets. The City uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Twenty-five percent of the City's net position consists of resources with external restrictions on their use, known as restricted net position. This restricted net position saw an increase from $201.6 million in fiscal year 2024 to $170.6 million in fiscal year 2025. The primary driver of this growth was an increase in grant funding received throughout the year in addition to a settlement as part of the national opioid litigation that is recorded as a long-term receivable. The settlement funds are subject to specific restrictions and must be used for approved purposes, such as public health initiatives, treatment programs, and other efforts to address the opioid crisis. The City is committed to ensuring that these funds are used effectively to support our community and mitigate the impacts of the opioid epidemic. The implementation of GASB 68, GASB 75, and GASB 87 had a significant impact on the City's unrestricted net position. These accounting standards required adjustments to available balances, which resulted in a negative unrestricted net position.

	Governmental activities			Business-type activities			Total		
	FY25	FY24	FY23	FY25	FY24	FY23	FY25	FY24	FY23
Assets:									
Current and other assets	318,716	339,674	321,880	56,570	62,636	65,932	375,286	402,310	387,812
Capital assets	560,501	524,485	501,268	353,862	341,164	328,691	914,363	865,649	829,959
Total assets	879,217	864,159	823,148	410,432	403,800	394,623	1,289,649	1,267,959	1,217,771
Deferred outflows of resources	51,308	45,385	33,487	13,086	11,406	8,661	64,394	56,791	42,148
Total assets and deferred outflows of resources	930,525	909,544	856,635	423,518	415,206	403,284	1,354,043	1,324,750	1,259,919
Liabilities:									
Current and other liabilities	59,249	88,007	66,778	15,763	17,596	18,912	75,012	105,603	85,690
Long-term liabilities	377,359	349,838	339,941	124,445	124,894	129,292	501,804	474,732	469,233
Total liabilities	436,608	437,845	406,719	140,208	142,490	148,204	576,816	580,335	554,923
Deferred inflows of resources	23,676	32,889	33,830	5,962	8,588	8,322	29,638	41,477	42,152
Net position:									
Net invested in capital assets	402,881	405,983	369,649	276,317	254,696	238,351	679,198	660,679	608,000
Restricted net position	170,622	193,339	161,450	17,841	8,233	10,411	188,463	201,572	171,861
Unrestricted net position	(103,262)	(160,512)	(115,013)	(16,810)	1,199	(2,004)	(120,072)	(159,313)	(117,017)
Total net position	470,241	438,810	416,086	277,348	264,128	246,758	747,589	702,938	662,844
Total liabilities, deferred Inflows of resources and net position	930,525	909,544	856,635	423,518	415,206	403,284	1,354,043	1,324,750	1,259,919

Changes in net position during 2025 and comparative amounts for 2024 and 2023 were:

MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2025

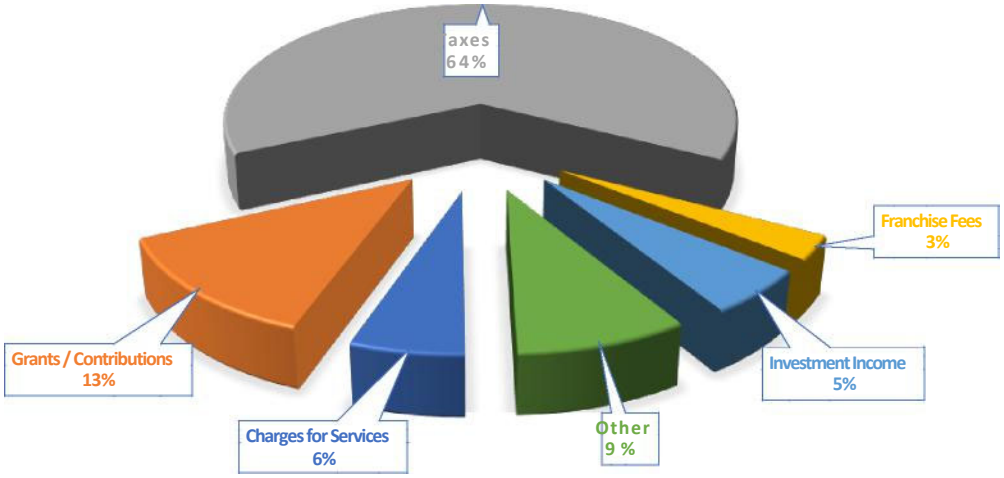
Summary of Changes in Position (in 000's)

	Governmental Activities			Business - Type Activities			Total		
	FY25	FY24	FY23	FY25	FY24	FY23	FY25	FY24	FY23
Revenues:									
Program Revenues:									
Charges for services	15,092	13,853	10,696	86,093	87,554	97,248	101,185	101,407	107,944
Operating grants and contributions	18,491	19,581	13,121	5,831	5,946	7,646	24,322	25,527	20,767
Capital grants and contributions	15,107	10,709	7,176	8,460	15,392	6,657	23,567	26,101	13,833
General Revenue:									
Taxes-GRT and property	169,336	163,640	158,520	-	-	-	169,336	163,640	158,520
Franchise fees/lodgers tax	7,819	8,185	8,416	-	-	-	7,819	8,185	8,416
Investment income	14,393	16,929	8,628	2,560	2,121	1,124	16,953	19,050	9,752
Other	22,466	20,268	9,767	368	417	472	22,834	20,685	10,239
Capital asset contribution	288	-	(644)	5,297	1,190	5,332	5,585	1,190	4,688
Total revenues	262,992	253,165	215,680	108,609	112,620	118,480	371,601	365,785	334,159
Expenses:									
General Government	57,698	69,130	28,401	-	-	-	57,698	69,130	28,401
Police	41,112	39,080	32,960	-	-	-	41,112	39,080	32,960
Fire	28,886	24,924	19,867	-	-	-	28,886	24,924	19,867
Community Development	13,781	14,456	8,506	-	-	-	13,781	14,456	8,506
Quality of Life	12,322	11,421	10,848	-	-	-	12,322	11,421	10,848
Economic Develoment	11,419	10,775	8,018	-	-	-	11,419	10,775	8,018
Public Works	35,761	32,118	31,983	-	-	-	35,761	32,118	31,983
Parks and Recreation	17,166	16,451	14,980	-	-	-	17,166	16,451	14,980
Gas	-	-	-	23,896	24,495	41,403	23,896	24,495	41,403
Water	-	-	-	25,001	23,917	25,171	25,001	23,917	25,171
Wastewater	-	-	-	19,401	18,953	21,407	19,401	18,953	21,407
Solid waste	-	-	-	22,779	20,901	20,544	22,779	20,901	20,544
Transit/Other	66	62	56	14,178	13,549	15,169	14,244	13,611	15,225
Interest on long-term debt	4,327	5,390	4,438	-	-	-	4,327	5,390	4,438
Total expenses	222,538	223,807	160,057	105,255	101,815	123,694	327,793	325,622	283,751
Increase in net position before transfers	40,454	29,358	55,623	3,354	10,805	(5,214)	43,808	40,163	50,409
Transfers	(6,989)	(6,634)	(2,112)	6,989	6,565	2,105	-	(69)	(7)
Change in Net Position	33,463	22,724	53,511	10,343	17,370	(3,109)	43,806	40,094	50,402
Net Position - beginning	438,810	416,086	362,575	264,128	246,758	249,867	702,938	662,844	612,442
Restatement	(2,032)	-	-	2,877	-	-	845	-	-
Net position - ending	470,241	438,810	416,086	277,348	264,128	246,758	747,589	702,938	662,844

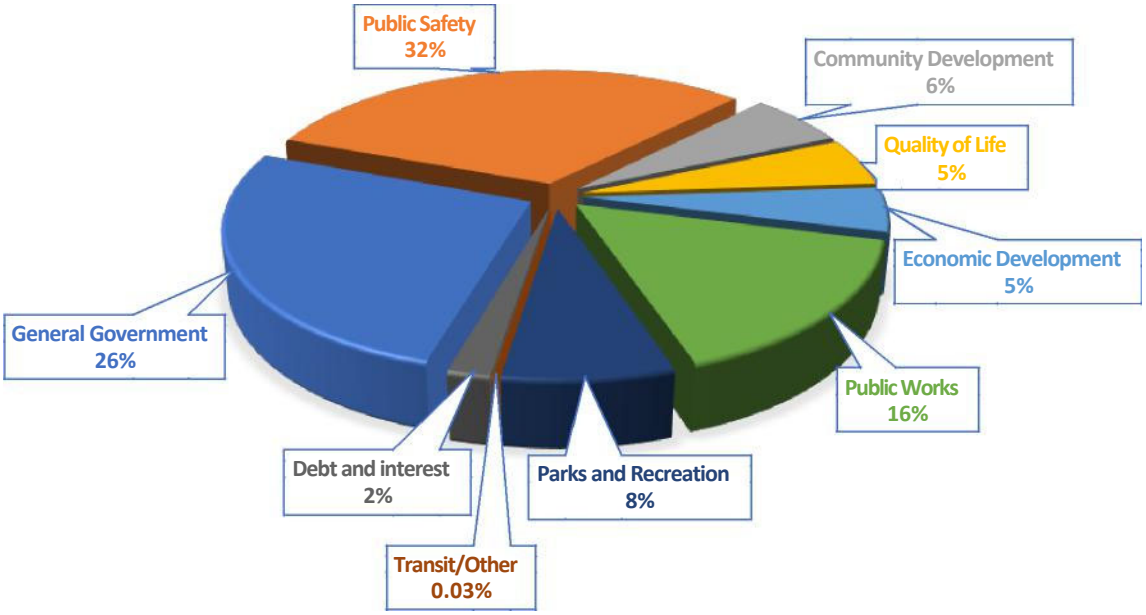
Governmental activities

Net position for governmental activities increased by $31.4 million (7.2%). Ending net position for fiscal year 2025 was $470.2 million compared to an ending balance of $438.8 million in fiscal year 2024. Gross receipts tax, property tax, lodgers' tax, and other taxes increased from $171.8 million in fiscal year 2024 to $177.1 million in fiscal year 2025.

Governmental Revenues



Governmental Expenditures



The City's governmental activities expenses decreased from $223.8 million in fiscal year 2024 to $222.5 million in fiscal year 2025.

Key elements in the change of the City's governmental activities, revenues and expenditures are as follows:

- Gross receipts tax (GRT) and property tax revenue, which together account for approximately 64% of the City's governmental activities revenue, increased by $5.7 million, from $163.6 million, to $169.3 million, from the prior year.

- Charges for services, which account for 6% of the City's governmental activities revenues, increased by $1.2 million, from $13.9 million to $15.1 million. This is primarily due to an increase in the public use of Park and Recreation facilities.

- Grants and contribution revenue, which accounts for 13% of the City's governmental activities revenues, increased by $3.3 million, from $30.3 million in fiscal year 2024 to $33.6 million in fiscal year 2025. This increase was primarily due to an increase in funding received from the state for capital projects as well as an increase in various types of grant awards.

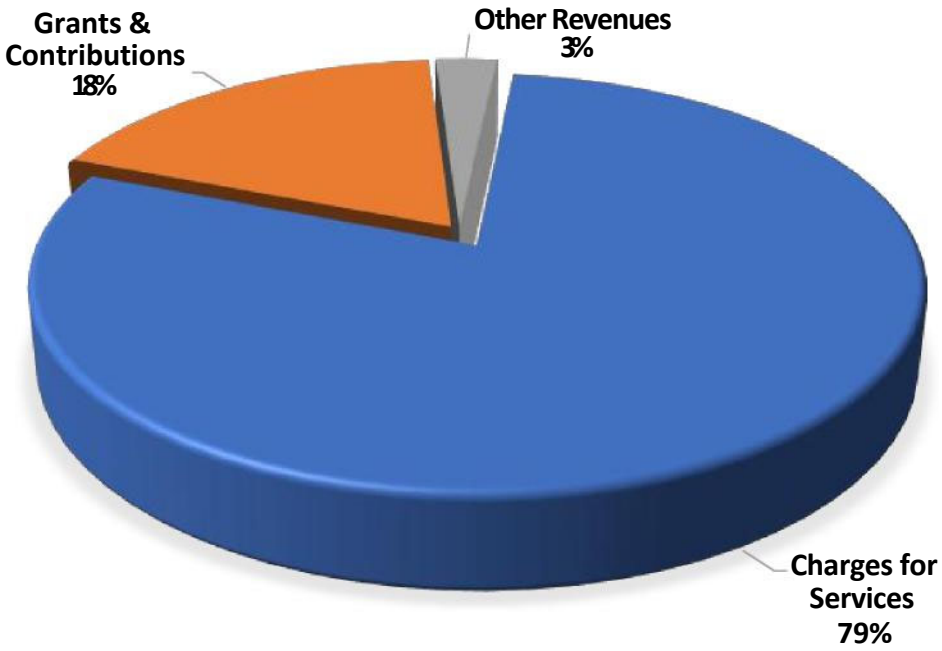
- Investment income, which accounts for approximately 5% of the City's governmental activities revenue, decreased by $2.5 million, from $16.9 million to $14.4 million, from prior year.

- Governmental activities expenditures decreased by $1.3 million, from $223.8 million in fiscal year 2024 to $222.5 million in fiscal year 2025. *Total increase in General Government expenses from 2024 to 2025 was $32.4 million.*

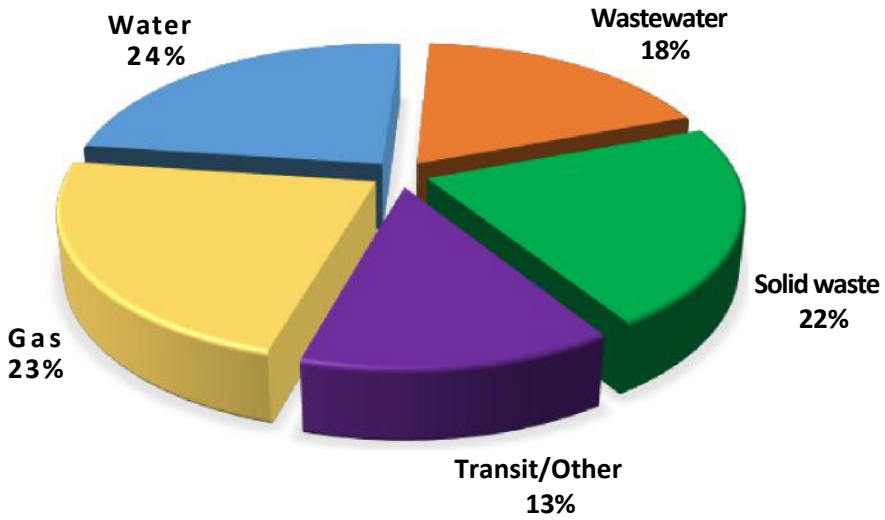
Business-type activities

For the City's business-type activities, the net position increased by $13.2 million. Ending net position for fiscal year 2025 was $277.3 million compared to an ending balance of $264.1 million in fiscal year 2024. Total revenues decreased by $4.0 million in fiscal year 2025 compared to $5.9 million decrease in fiscal year 2024.

Business-Type Revenues



Business-Type Expenses



Business-type activities

Total expenses increased from $101.8 million in the previous fiscal year to $105.3 million in the current fiscal year. The $3.4 million increase is attributed to Gas decrease of $600 thousand, Water increase of $1.1 million, Wastewater decrease of $448 thousand, Solid Waste increase of $1.9 million, Transit, Airport and Other enterprise funds decreased by $629 thousand.

Key factors for the changes in the business-type activities revenues and expenses:

- Charges for Services: These accounted for 79% of the City's business-type activities revenues and saw a decrease of $1.5 million, from $87.5 million in fiscal year 2024 to $86.1 million in fiscal year 2025. This decline was primarily due to a large decrease in the cost of natural gas sold to customers compared to the prior two fiscal years.

- Operating/Capital Grants and Contributions: These represented 13% of the City's business-type activities revenues and decreased by $7.0 million, falling from $21.3 million in fiscal year 2024 to $14.3 million in fiscal year 2025. The decrease was driven by the completion of various grant funded infrastructure and development projects.

- Investment income, which accounts for approximately 3% of the City's business-type activities revenues, increased by $439 thousand, from $2.1 million in fiscal year 2024 to $2.6 million in fiscal year 2025. This increase was due to higher returns on the City's investments, driven by improved market conditions.

- Capital asset contributions, which account for 5% of the City's business-type activities revenues, increased by $4.1 million, from $1.2 million in fiscal year 2024 to $5.3 million in fiscal year 2025. This change was made in an effort to adhere to a prior-year GFOA comment by reclassifying nonoperating revenue to capital contributions in relation to the capital grants and contributions reported in the business-type activities contained in the government-wide statement of activities.

- Business-type expenses decreased by $3.4 million, from $101.8 million in fiscal year 2024 to $105.3 million in fiscal year 2025. The reduction in expenses was mainly due to cost-saving measures and efficiency improvements across various departments, particularly in utilities and transportation services.

Financial Analysis of the City's Funds

Governmental funds

The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable resources*. Unlike the government-wide financial statements, governmental fund financial statements focus on current sources and uses of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. This information is useful in assessing the City's financing requirements. Non-financial assets such as governmental buildings, roads, drainage ways and long-term liabilities, such as payables or long-term liabilities that will not be paid with current assets, are excluded. Such information is useful in assessing the City's financing requirements. In particular, the *Unassigned Fund Balance* may serve as a

useful measure of the government's net resources available for spending at the end of the fiscal year. At the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of $240.9 million, an increase of $16.1 million in comparison with $257.0 million, from the prior year.

The General Fund, Telshor Facility, Special Revenue Grants, and Debt Service funds are reported as major governmental funds. At the end of fiscal year 2025, the City's major governmental funds reported combined ending fund balances of $131.1 million, a decrease of $2.0 million from the prior year due to a decrease in transfers out.

The fund balance of the General Fund is reported in the five categories defined by GASB 54. The *non-spendable* fund balance of $1.8 million is for inventories. The *restricted* fund balance of $4.8 million is for grants for general government, economic development, public safety programs, housing and community development, parks and recreation, public works, and quality of life programs. The *committed* fund balance of $30.1 million is for transfers for debt service, public safety, public works, transportation, quality of life, and economic development. The *assigned* fund balance of $2.7 million is for economic development and the acquisition of new vehicles. The *unassigned* fund balance is $30.9 million. The total fund balance in the General Fund is $70.6 million.

Fund balances of other major governmental funds are committed and restricted. The Telshor Facility fund has $43.9 million restricted for health-related programs, an increase of $1.3 million primarily due to an increase in investment income. The fund balance in Debt Service of $16.6 million is restricted for debt service funds. All other governmental funds are combined and reported as non-major governmental funds. Non-major governmental funds have a restricted fund balance of $108.9 million for economic development, public safety programs, housing and community development, parks and recreation, public works, and debt service. The committed fund balance of $614 thousand is for health-related programs.

General Fund

The General Fund is the chief operating fund of the City. At the end of fiscal year 2025, the unassigned fund balance was $30.9 million, of which $28.2 million represents the amount required by state and local policy to be held in reserve in the General Fund. The fund balance decreased by $4.4 million during the current fiscal year due to several factors.

Although revenues exceeded expenditures by $24.8 million, this positive balance was offset by net transfers out of $29.1 million. Transfers out decreased by $1.3 million compared to fiscal year 2024. Total revenues increased by $8.2 million. This includes a $5.1 million increase in local taxes due to higher gross receipts and economic growth, a $2.0 million increase in charges for services due to enhanced service delivery, a $764 thousand decrease in investment income driven by improved investment returns, and a $1.1 million increase in other revenues. However, there was a $423 thousand decrease in all other revenue sources.

Total expenditures of $153.0 million represented an increase of $13.1 million from the previous year. This increase was primarily driven by:

- General government expenses increased by $5.3 million due to rising administrative costs.
- Police expenses increased by $5.4 million, primarily due to personnel costs and public safety initiatives.
- Parks and Recreation expenses increased by $2.3 million, reflecting enhancements in recreational services.

- Quality of Life expenses increased by $1.4 million, driven by community programs.
- Fire Department expenses increased by $4.2 million.
- Public Works expenses increased by $1.5 million, mainly for infrastructure maintenance.
- Community Development expenses increased by $2.3 million to support housing projects.
- Capital outlay expenses increased by $3.7 million for new projects.
- Economic Development expenses increased by $1.6 million due to reduced project funding.

Telshor Fund

The purpose of this fund is to account for the receipt of proceeds from a lease of Memorial Medical Center. Funds must be used for health care services in the city. The lease with Memorial Medical Center, Inc. (MMCI) was approved by Ordinance 1655 in 1998.

On October 18, 2004, City Council adopted Resolution No. 05-128; restricting the use of the lease proceeds to fund health-related programs and health-related capital projects, the proceeds of such lease are reported in a special revenue fund (Telshor Facility Fund). The net proceeds for the city were $26,083,373.

City Council placed a moratorium on spending from the fund on October 15, 2007, per Resolution No. 08-112. Per City Council request, the resolution defined health-related public services so that the Telshor Facility Fund will be able to meet various health and human service needs. Health-related public services support the continued physical, mental, developmental, emotional and social well-being, safety, and housing needs of City of Las Cruces residents; and to improve the lives of sick, indigent, or low-income people of the City of Las Cruces.

On March 13, 2019, the city received $4,199,501 as final distribution from the escrow funds. The total corpus of the fund was $30,282,874.

Every allocation from the Telshor fund is approved by City Council. Some examples of what has been allocated and types of allocations are as follows:

FY25 Adopted Allocation Program		**Amount**
Amador Crossing Apartments	$	4,000,000
Electric Buses		817,513
Fire Station 9		2,000,000
Mano y Mano Program		903,000
Parks		4,450,000
Peach Tree Canyon Phase I & II		10,000,000
Pedrena Senior Apartments		2,000,000
Real-Time Crime Center		1,100,000
Three Sisters Apartments		140,000
Total	**$**	**25,410,513**

Council allocated annually $300,000 for FY09 – FY18; $400,000 for FY19 – FY22; $600,000 for FY23 - FY26; to fund health-related public services.

Debt Service Fund

The fund balance of the Debt Service Fund increased primarily due to efficient debt management and favorable refinancing conditions, resulting in reduced debt service costs. Additionally, higher property tax collections contributed to increased revenue for debt repayment.

Long-term debt

The debt service fund is used to accumulate resources for the repayment of the City's Governmental Revenue Bonds, General Obligation (GO) Bonds and Notes Payable. The governmental revenue bonds and notes payable are primarily pledged with gross receipts tax distributions. Revenue bonds that are from direct borrowings and most notes payable are issued to the New Mexico Finance Authority.

GO bonds are backed by the full faith and credit of the City and may be used to finance any capital improvement approved by the voters. GO bonds may be redeemed by any regular City funding, but by policy, are generally redeemed by property taxes paid to the City. Fund balance in the City's General Obligation Bond Debt Service Fund increased slightly to $9.6 million. Property tax revenues dedicated to the repayment of GO Bonds increased by $1.1 million, from $20.8 million in fiscal year 2024 to $21.9 million in fiscal year 2025.

Business-type revenue bonds and notes payable are accounted for in their own funds and are pledged with the Joint Utilities net system revenues which are adjusted by net operating revenues or losses of the gas, water and wastewater utilities.

At the end of fiscal year 2025, the City had total long-term liabilities outstanding of $276.7 million, with a net decrease of $7.8 million over the prior year.

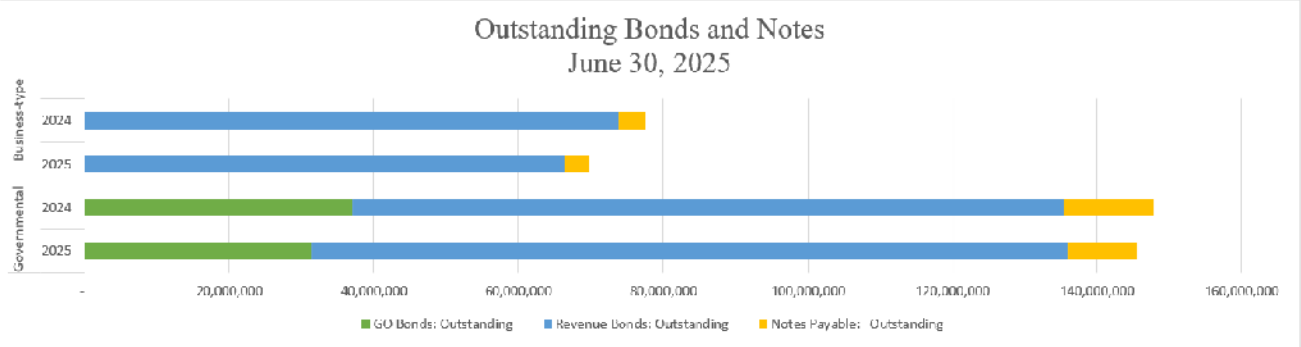
The City implemented GASB 101, Compensated Absences in FY25. This statement updates the recognition and measurement guidance for compensated absences. The City recorded a prior period adjustment to restate beginning net position as of July 1, 2024. Additional information on the City's Compensated Absences can be found in Note 25.

Outstanding Bonds and Notes as of June 30, 2025

	Governmental		
	2025	2024	Change
GO Bonds: Outstanding	31,370,000	37,010,000	(5,640,000)
Revenue Bonds: Outstanding	104,735,000	98,325,000	6,410,000
Notes Payable: Outstanding	9,422,593	12,463,202	(3,040,609)
Total Outstanding	**145,527,593**	**147,798,202**	**(2,270,609)**

MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2025

	Business-type		
	2025	2024	Change
GO Bonds: Outstanding	-	-	-
Revenue Bonds: Outstanding	66,300,000	73,875,000	(7,575,000)
Notes Payable: Outstanding	3,415,000	3,655,000	(240,000)
Total Outstanding	**69,715,000**	**77,530,000**	**(7,815,000)**



Additional information on the City's debt can be found in Note 7.

Capital Project Fund – This fund is used to accumulate resources for the acquisition of capital. Capital is defined as tangible property with a useful life beyond a one-year budget cycle. Land, infrastructure, equipment, buildings, as well as the services required to build or install these assets, may be classified as capital. The Capital Project Fund is primarily funded by bond proceeds and grants, but other recurring and non-recurring revenue may be used. Bonds used to finance major capital improvements for the City are primarily general obligation and enterprise fund revenue bonds. In many cases, these bond funds are matched with federal and/or state contributions and private assessments. Total Net position for the fund for fiscal year 2025 was approximately $74.2 million.

Enterprise Funds – The City's enterprise funds provide more detailed information for the business-type activities presented in the government-wide financial statements. At the end of fiscal year 2025, the unrestricted net position totaled to negative $17.8 million for the Gas, Water, Wastewater, Solid Waste, Transit and Nonmajor Enterprise Funds. The unrestricted net position decreased by $19.0 million from $1.2 million at the end of fiscal year 2024. The large decrease was due to reclassifying funds received from impact fees from unrestricted to restricted in the Wastewater fund, the large increases in Net investment in capital assets in the Solid Waste and Transit Funds, and the operating loss in the Solid Waste fund.

Internal Service Funds – Internal service funds are used to account for certain governmental activities and had an unrestricted net position of approximately negative $8.7 million in fiscal year 2025. Unrestricted net position increased by $15.8 million from negative $24.4 million at the end of fiscal year 2024. This large increase was due to the Internal Service funds being reimbursed $18.3 million in fiscal year 2025 for a lawsuit settlement payment of $20 million that was expensed in fiscal year 2024. The reimbursement came from Municipal Gross Receipts Taxable Revenue Bonds issued by the City in 2025.

Fiduciary Funds –The City's custodial fund is used by the City to account for funds held in trust for third parties. The funds held by the City in a fiduciary capacity include Mesilla Valley Regional Dispatch Authority, Metro Narcotics Agency, High Intensity Drug Trafficking Area, Branigan Estate, Gifts and Memorials, Animal Service Center of the Mesilla Valley, Veteran's Memorial Wall, and Metropolitan Planning Organization. Total net position of the Fiduciary Funds for fiscal year 2025 totaled $1.5 million.

Budgetary Highlights – The original fiscal year 2025 adopted budget totals $597.2 million after interfund eliminations. This consists of approximately $169.0 million from General Funds. The City increased its overall annual budget by 8.7% from fiscal year 2024 to fiscal year 2025.

The fiscal year 2025 general fund revenues were $177.8 million with expenditures at $153.0 million and $29.2 million in transfers out. The resulting change in fund balance was a decrease of $4.4 million.

Capital Assets and Debt Administration

Capital Assets – The City's capital assets of governmental and business-type activities as of June 30, 2025, total $914.4 million, net of accumulated depreciation and amortization. The increase in capital assets in the current fiscal year was $48.7 million or 5.6%. For more details on capital assets, refer to Note 4 in the notes to the financial statements. Capital assets are summarized as follows (in millions):

MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2025

Capital Assets, Net of Accumulated Depreciation and Amortization	Governmental Activities			Business Type Activities			Total		
	2025	2024	2023	2025	2024	2023	2025	2024	2023
Land & land rights	$ 34.9	$ 34.2	$ 31.9	$ 15.4	$ 15.4	$ 15.4	$ 50.3	$ 49.6	$ 47.3
Land improvements	19.1	19.1	19.1	0.1	0.1	0.1	19.2	19.2	19.2
Prepaid assets	4.0	4.0	4.0		0.2	-	4.0	4.2	4.0
Construction-in-progress	35.3	31.3	44.3	4.4	24.6	11.8	39.7	55.9	56.1
Buildings & building improvements	142.8	142.2	133.5	34.1	8.3	7.5	176.9	150.5	141.0
Airport runways/infrastructure	0.5	0.5	0.6	16.5	17.3	18.2	17.0	17.8	18.8
Infrastructure	6.3	6.0	4.1	-	-	-	6.3	6.0	4.1
Transit infrastructure	-	-	-	-	-	-	-	-	-
Park improvements	51.1	35.8	20.0	-	-	-	51.1	35.8	20.0
Land improvement remediation	6.1	6.2	0.9	-	-	-	6.1	6.2	0.9
Distribution & collection system	-	-	-	75.2	72.5	74.0	75.2	72.5	74.0
Utilities transmission	-	-	-	187.0	187.4	189.8	187.0	187.4	189.8
Machinery and equipment	17.5	15.0	12.8	20.3	14.4	11.2	37.8	29.4	24.0
Roads network	195.3	188.6	185.2	-	-	-	195.3	188.6	185.2
Flood control network	35.8	32.3	31.0	-	-	-	35.8	32.3	31.0
Right to use lease assets	8.1	8.6	13.3	0.7	0.8	0.6	8.8	9.4	13.9
Right to use subscription assets	3.7	0.7	0.6	0.2	0.2	-	3.9	0.9	0.6
Total	$ 560.5	$ 524.5	$ 501.3	$ 353.9	$ 341.2	$ 328.7	$ 914.4	$ 865.7	$ 830.0

Governmental activities - In fiscal year 2025, capital assets increased by $36.0 million, net of increases in accumulated depreciation and amortization. The change was due to an increase in land and land rights of $700 thousand, an increase in construction-in-progress of $4.0 million, an increase in buildings of $600 thousand, an increase in infrastructure of $300 thousand, an increase in park improvements of $15.3 million, a decrease in land improvement remediation of $100 thousand, an increase in machinery and equipment of $2.5 million, an increase in road networks of $6.7 million, an increase in flood control network of $3.5 million, a decrease in right to use lease assets to use of $500 thousand, and an increase in right to use subscription assets of $3.0 million.

The large increase in Park improvements was due to completion of Phase 1 of the East Mesa Recreation Complex, acquisition of new neighborhood parks, and renovations to existing parks. The large increase in Road and Flood control network was due to the reconstruction of Bellamah Drive and Midway Avenue.

Business-type activities - In fiscal year 2025, capital assets increased by $12.7 million, net of increases in accumulated depreciation and amortization. The change was due a decrease in prepaid assets of $200 thousand, a decrease in construction-in-progress of $20.2 million, an increase in buildings of $25.8 million, a decrease in airport infrastructure of $800 thousand, an increase in utilities distribution and collection systems of $2.7 million, a decrease in utilities transmission of $400 thousand, an increase in machinery and equipment of $5.9 million, and a decrease in right to use lease assets of $100 thousand.

The large increase in buildings and large decrease in construction-in-progress was due to the construction of a new Transit Maintenance Facility that was completed in March 2025. For more details on capital assets, refer to Note 4 in the notes to the financial statements.

Debt Administration - At the end of the fiscal year 2025, the City's governmental activities had a total of $196.0 million in long-term obligations. Total bonded debt is $155.6 million, of which $20.9 million is due or payable within the next fiscal year. Net pension liability increased from $164.3 million in fiscal year 2024 to $187.8 million in fiscal year 2025. The net OPEB liability increased from $19.1 million in fiscal year 2024 to $21.2 million in fiscal year 2025. The remaining debt is for pollution remediation, claims and judgements, compensated absences, arbitrage, leases payable, and subscriptions payable.

The City's business-type activities had long-term obligations of $80.8 million, of which $8.8 million is due or payable within the next fiscal year. Net pension liability increased from $41.0 million in fiscal year 2024 to $47.1 million in fiscal year 2025. The net OPEB liability decreased from $4.9 million in fiscal year 2024 to $5.4 million in fiscal year 2025. For more details on debt, refer to Notes 7, 11, and 12 in the notes to the financial statements. Additional information about the Net pension and OPEB liabilities can be found in Note 11 and Note 12, respectively, in the notes to the financial statements.

The Constitution of the State of New Mexico limits the amount of general-purpose general obligation bonds that may be issued by a municipality to four percent of the taxable valuation of property located within the City limits. On June 30, 2025, assessed taxable valuation is $3,387,525,330 for a maximum bonding capacity of $135,501,013. Total general obligation debt outstanding at year end was $31,370,000 with remaining debt capacity of $104,131,013.

Economic Outlook

Nearly four years after the pandemic related business closures and relief programs, the Las Cruces economy continues to normalize. The most recent labor data (Not Seasonally Adjusted, NSA)[1] indicates that during the first half of FY25 the labor market remained solid. On a year-over-year basis, the local labor force added approximately 851 workers in FY25 Q1-Q2 to reach a total average of 49,574 workers. Employment grew 506 payrolls for a total of 47,556 workers. In addition, at 4.1%, the unemployment rate is 0.7 percentage points (p.p.) above the FY24 Q1-Q2 rate, and -1.2 p.p. as compared to FY23 Q1-Q2. Likewise, FY25 Q1-Q2 labor force and employment remain above their pre-pandemic levels in the first half of FY20 (3.1% and 4.5% respectively).

At an average of 7.2%, inflation (NSA)[2] reached a peak in FY22. In response, the Federal Reserve began increasing the federal funds rates—the benchmark for other borrowing costs—from close to zero in 2020 (averaged 0.8% FY21), to a range between 5.25% and 5.5% as of January 2024[3]. Since then, inflation has continued to trend down. During the first half of FY25 inflation dropped to 3.44% as compared to the same period in FY24. While substantial progress has been made, inflation remains above the Federal Reserve's target of 2%[4]. This, coupled with the strong economic and hiring reports in December '24 and January '25, could delay anticipated rate cuts in 2025.

Regarding revenue, the total distributed Gross Receipts Tax (GRT)[5] was above its 3-year moving average in FY23 and FY24, an indication of above trend growth. On a year-over-year basis, GRT added $8.7M in FY24 as compared to FY23, to reach a total of approximately $124M. A combination of factors could have contributed to this increase, such as the 8.7% cost-of-living adjustment to Social Security and supplemental income beneficiaries (January 2024)[6], a strong labor market, inflation, and the lingering effect of some of the pandemic related relief programs. Given the current uncertainty in economic conditions[7], we expect the total distributed GRT for FY26 to decrease slightly as compared to FY24 (about 3%). Among some of the factors that could have an impact on FY25-26 GRT include the ending of most of the covid relief programs, such as the pause on student loan repayments, and the employment retention credit program; a 1/8 GRT rate cut; and the impact of recent rate hikes. Furthermore, under the assumption of no unexpected economic disruptions and a modest increase in unemployment, our conservative long-term forecast predicts a 1.2% annual growth for GRT between fiscal years 2026 and 2030. This projection is grounded in the recognition that changes in the federal funds rate can influence other interest rates, thereby affecting spending and employment.

1 *U.S. Bureau of Labor Statistics, Local Area Unemployment Statistics. Las Cruces City*

2 *U.S. Bureau of Labor Statistics, CPI All Urban Consumers (CPI-U). All Items in U.S. city average, not seasonally adjusted*

3 *Federal Reserve Bank of New York, Effective Feds Funds Rate*

4 *Federal Open Market Committee, January 2023 Press Conference*

5 *New Mexico Tax and Revenue. Monthly Local Government Distribution Report (RP-500)*

6 *Social Security Administration, Cost-of-Living Adjustment (COLA) Information\SSA*

7 *Federal Open Market Committee, Summary of Economic Projects. September 2023*

Requests for Information

This financial report is designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the City's finances and to demonstrate the City's accountability for the money it receives. If you have questions about this report or need additional financial information, contact:

Comptroller
City of Las Cruces
PO Box 20000
Las Cruces, NM 88004

ACFR
BASIC FINANCIAL STATEMENTS

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FISCAL YEAR ENDED JUNE 30, 2025

CITY OF LAS CRUCES

City of Las Cruces

Statement of Net Position
June 30, 2025

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Total	South Central Solid Waste Authority
Assets				
Cash and investments	$ 54,662,005	$ 22,868,341	$ 77,530,346	$ 5,085,338
Receivables, net	30,247,818	9,462,119	39,709,937	680,293
Current portion of leases receivables	277,614	31,346	308,960	-
Current portion of interest receivables	-	7,997	7,997	-
Due from other governmental units	33,178,006	6,292,560	39,470,566	-
Due from other funds	5,997,683	(5,997,683)	-	-
Due from South Central Solid Waste	194,170	-	194,170	-
Inventory	2,285,114	3,755,497	6,040,611	-
Other assets	-	-	-	10,000
Impact fees receivable	-	1,693,474	1,693,474	-
Restricted cash and investments	183,300,473	17,841,307	201,141,780	6,832,887
Leases receivables	2,901,041	615,077	3,516,118	-
Long term accounts receivable	5,672,205	-	5,672,205	-
Capital assets:				
Land and construction in progress	93,337,539	19,856,278	113,193,817	1,076,347
Right to use leased assets, net of amortization	8,067,603	703,627	8,771,230	1,530,656
Right to use subscription assets, net of amortization	3,723,851	149,119	3,872,970	74,418
Other capital assets, net of depreciation	455,371,637	333,153,253	788,524,890	22,317,893
Total capital assets	560,500,630	353,862,277	914,362,907	24,999,314
Total assets	879,216,759	410,432,312	1,289,649,071	37,607,832
Deferred outflow of resources				
Defered charges from refundings	-	244,610	244,610	-
Deferred outflows related to pensions	43,330,223	10,809,064	54,139,287	1,881,297
Deferred outflows related to OPEB	7,978,549	2,032,366	10,010,915	372,422
Total deferred outflows of resources	51,308,772	13,086,040	64,394,812	2,253,719

(continued)

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Net Position
June 30, 2025

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Total	South Central Solid Waste Authority
Liabilities				
Accounts payable and accrued liabilities	19,785,230	3,921,375	23,706,605	630,645
Customer deposits	-	638,265	638,265	-
Unearned revenue	11,757,684	2,396,352	14,154,036	-
Current liabilities:				
Long-term liabilities due within one year	27,706,316	8,806,837	36,513,153	1,633,449
Noncurrent liabilities due in more than one year:				
Net pension liability	187,819,600	47,088,903	234,908,503	7,596,551
Net OPEB liability	21,219,921	5,405,328	26,625,249	990,502
Due in more than one year	168,319,276	71,951,215	240,270,491	17,114,212
Total liabilities	436,608,027	140,208,275	576,816,302	27,965,359
Deferred inflows of resources				
Deferred inflows related to pensions	2,847,306	688,831	3,536,137	109,492
Deferred inflows related to OPEB	18,243,618	4,647,178	22,890,796	851,575
Deferred inflows related to leases	2,585,806	626,155	3,211,961	-
Total deferred inflows of resources	23,676,730	5,962,164	29,638,894	961,067
Net Position				
Net investment in capital assets	402,881,155	276,316,776	679,197,931	10,678,067
Restricted for:				
General government	271,744	-	271,744	-
Public safety programs	6,154,618	-	6,154,618	-
Housing and community development	7,648,801	-	7,648,801	-
Debt service	16,625,703	4,893,740	21,519,443	2,837,327
Capital projects	-	11,733,302	11,733,302	-
Public works	80,985,502	-	80,985,502	-
Health-related programs	49,821,665	-	49,821,665	-
Economic development	754,728	-	754,728	-
Parks and recreation	5,623,393	-	5,623,393	-
Quality of life	2,735,136	-	2,735,136	-
Customer deposits	-	638,265	638,265	-
Landfill closure/post-closure	-	576,000	576,000	3,995,560
Unrestricted (deficit)	(103,261,671)	(16,810,170)	(120,071,841)	(6,575,829)
Total net position	$ 470,240,774	$ 277,347,913	$ 747,588,687	$ 10,935,125

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Activities
For the Year Ended June 30, 2025

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary government				
Governmental activities				
General government	$ 57,697,978	$ 8,904,085	$ 5,584,390	$ 15,107,133
Police	41,111,779	603,667	2,994,855	-
Fire	28,886,138	-	1,868,161	-
Community development	13,781,326	4,376,584	4,342,112	-
Quality of life	12,321,871	30,183	1,739,822	-
Economic development	11,418,984	45,275	1,583,980	-
Public works	35,761,394	452,750	-	-
Debt Service	65,928	-	-	-
Parks and recreation	17,165,960	679,125	376,723	-
Interest on long-term debt	4,326,647	-	-	-
Debt issuance costs	-	-	-	-
Total governmental activities	222,538,003	15,091,670	18,490,043	15,107,133
Business-type activities				
Gas	23,895,743	22,840,624	-	844,934
Water	25,001,032	24,420,540	-	1,497,736
Wastewater	19,401,468	18,732,389	-	4,519,157
Solid waste	22,778,992	19,358,624	-	48,203
Transit/other	14,178,334	740,930	5,831,280	6,846,777
Total business-type activities	105,255,569	86,093,107	5,831,280	13,756,807
Total primary government	$ 327,793,572	$ 101,184,777	$ 24,321,323	$ 28,863,940
Component unit				
South Central Solid Waste Authority	18,979,296	18,512,590	-	844,857
Total component unit	$ 18,979,296	$ 18,512,590	$ -	$ 844,857
		General revenues		
		Taxes:		
		Gross receipts		
		Property		
		Lodgers taxes		
		Other		
		Investment income		
		Other		
		Gain on sale of capital assets		
		Transfers		
		Total general revenues and transfers		
		Change in net position		
		Net position, beginning of year as previously reported		
		Restatement of beginning net postion (Notes 22 and 25)		
		Net position, beginning of year as restated		
		Net position, end of year		

The accompanying notes are an integral part of the these financial statements.

City of Las Cruces

Statement of Activities
For the Year Ended June 30, 2025

Net Revenue (Expense) and Changes in Net Position			
Primary Government			Component Unit
Governmental Activities	Business-Type Activities	Total	South Central Solid Waste Authority
$ (28,102,369)	$ -	$ (28,102,369)	$ -
(37,513,257)	-	(37,513,257)	-
(27,017,977)	-	(27,017,977)	-
(5,062,630)	-	(5,062,630)	-
(10,551,866)		(10,551,866)	-
(9,789,729)	-	(9,789,729)	-
(35,308,644)	-	(35,308,644)	-
(65,928)		(65,928)	-
(16,110,111)	-	(16,110,111)	-
(4,326,647)	-	(4,326,647)	-
-	-	-	-
(173,849,157)	-	(173,849,157)	-
-	(210,185)	(210,185)	-
-	917,244	917,244	-
-	3,850,078	3,850,078	-
-	(3,372,165)	(3,372,165)	-
-	(759,347)	(759,347)	-
-	425,625	425,625	-
(173,849,157)	425,625	(173,423,532)	-
-	-	-	378,151
(173,849,157)	425,625	(173,423,532)	378,151
141,191,268	-	141,191,268	-
28,144,115	-	28,144,115	-
2,689,669	-	2,689,669	-
5,129,098	-	5,129,098	-
14,392,690	2,560,361	16,953,051	572,015
22,465,772	67,966	22,533,738	-
287,705	300,345	588,050	76,829
(6,988,537)	6,988,537	-	-
207,311,780	9,917,209	217,228,989	648,844
33,462,623	10,342,834	43,805,457	1,026,995
438,810,223	264,127,620	702,937,843	10,200,868
(2,032,072)	2,877,459	845,387	(292,738)
436,778,151	267,005,079	703,783,230	9,908,130
$ 470,240,774	$ 277,347,913	$ 747,588,687	$ 10,935,125

The accompanying notes are an integral part of the these financial statements.

City of Las Cruces

Balance Sheet
Governmental Funds
June 30, 2025

	General Fund	Debt Service	Telshor Facility	Special Revenue Grants	Nonmajor Governmental Funds	Total Governmental Funds
Assets						
Pooled cash and investments	$ 45,592,160	$ -	$ -	$ -	$ 1,462,495	$ 47,054,655
Restricted cash and investments	-	16,993,661	44,442,928	8,035,926	113,827,958	183,300,473
Receivables, net	825,640	10,756,578	2,300,000	176,555	16,189,045	30,247,818
Due from other funds	6,271,736	-	-	-	-	6,271,736
Due from other governmental units	23,524,241	-	918,545	1,557,657	7,177,563	33,178,006
Leases receivable	3,178,655	-	-	-	-	3,178,655
Inventories	1,823,077	-	-	-	-	1,823,077
Total assets	81,215,509	27,750,239	47,661,473	9,770,138	138,657,061	305,054,420
Liabilities, Deferred Inflows of Resources, and Fund Balances						
Liabilities						
Accounts and contracts payable	6,825,490	-	517,785	2,362,330	9,156,536	18,862,141
Due to other funds	-	-	-	146,878	127,175	274,053
Accrued liabilities	261,043	-	-	-	202	261,245
Unearned revenue	95,437	773,662	-	6,989,186	3,899,399	11,757,684
Total liabilities	7,181,970	773,662	517,785	9,498,394	13,183,312	31,155,123
Deferred inflows of resources:						
Special assessment receipts	-	-	-	-	7,469,320	7,469,320
Deferred inflows related to leases	2,585,806	-	-	-	-	2,585,806
Unavailable revenue	887,058	10,350,874	3,218,545	-	8,490,786	22,947,263
Total deferred inflows of resources	3,472,864	10,350,874	3,218,545	-	15,960,106	33,002,389
Total liabilities and deferred inflows of resources	10,654,834	11,124,536	3,736,330	9,498,394	29,143,418	64,157,512

(continued)

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Balance Sheet
Governmental Funds
June 30, 2025

	General Fund	Debt Service	Telshor Facility	Special Revenue Grants	Nonmajor Governmental Funds	Total Governmental Funds
Fund balances						
Nonspendable:						
Inventories	1,823,077	-	-	-	-	1,823,077
Restricted for:			-			
General government	-	-	-	271,744	-	271,744
Economic development	2,368,908	-	-	-	8,441,383	10,810,291
Public safety programs	99,084	-	-	-	6,055,534	6,154,618
Housing and community development	100,000	-	-	-	7,548,801	7,648,801
Parks and recreation	779,149	-	-	-	4,844,244	5,623,393
Public works	7,000	-	-	-	80,978,502	80,985,502
Quality of life	1,493,277	-	-	-	1,030,616	2,523,893
Debt service	-	16,625,703	-	-	-	16,625,703
Health related programs	-	-	43,925,143	-	-	43,925,143
Minimum fund balance	28,165,184	-	-	-	-	28,165,184
Committed for:						
Health related programs	-	-	-	-	614,563	614,563
Debt service	15,423,227	-	-	-	-	15,423,227
Public safety programs	3,356,674	-	-	-	-	3,356,674
Public works	4,500,000	-	-	-	-	4,500,000
Transportation	3,371,338	-	-	-	-	3,371,338
Quality of Life	2,735,136	-	-	-	-	2,735,136
Economic development	754,728	-		-	-	754,728
Assigned to:						
Economic development	1,655,636	-	-	-	-	1,655,636
Public works	-	-	-	-	-	-
Transportation	-	-	-	-	-	-
Community development	-	-		-	-	-
Vehicle acquisition	1,109,845	-	-	-	-	1,109,845
Unassigned (defecit)	2,818,412	-	-	-	-	2,818,412
Total fund balances	70,560,675	16,625,703	43,925,143	271,744	109,513,643	240,896,908
Total liabilities, deferred inflows of resources, and fund balances	$ 81,215,509	$ 27,750,239	$ 47,661,473	$ 9,770,138	$ 138,657,061	$ 305,054,420

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position
June 30, 2025

Total fund balances for governmental funds	$	240,896,908
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds (excludes $22,489 that are reported in internal service funds)		560,478,141
Other assets are not available to pay for current-period expenditures and, therefore, are reported as unearned revenue in the funds		36,088,788
Long-term liabilities applicable to the City's governmental activities are not due and payable in the current period and, accordingly, are not reported in the funds (excludes $12,950,357 that are reported in internal service funds)		(183,075,235)
The amount due from South Central Solid Waste Authority is not vailable to pay current-period expenditures and is, therefore, not reported in the funds		194,170
Deferred outflow of pensions (excludes $696,929 of deferred outflows from pensions of internal service funds reported below)		42,633,294
Net pension liabilities are not reported in governmental funds but are reported on the statement of net pension (excludes $3,168,236 of net pension liabilitties of internal service funds reported below)		(184,651,364)
Deferred inflows of pensions (excludes $48,862 of deferred inflows from pensions of internal service funds reported below)		(2,798,444)
Deferred outflow related to OPEB (excludes of $159,439 deferred outflows from OPEB of internal service funds reported below)		7,819,110
Net OPEB liabilities are not reported in governmental funds but are reported on the statement of net position (excludes $424,048 OPEB liabilities of internal service funds reported below)		(20,795,873)
Deferred inflows of OPEB (excludes $364,571 of deferred inflows from OPEB of internal service funds reported below)		(17,879,047)
Assets and liabilities of internal service funds are included in net position of governmental activities		(8,669,674)
Net position of governmental activities	$	470,240,774

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Revenues, Expenditures, and Changes in Fund Balance
Governmental Funds
For the Year Ended June 30, 2025

	General Fund	Debt Service	Telshor Facility	Special Revenue Grants	Nonmajor Governmental Funds	Total Governmental Funds
Revenues						
Taxes						
Gross receipts	$ 137,525,458	$ -	$ -	$ -	$ 3,665,810	$ 141,191,268
Property	16,106,261	6,592,767	-	-	6,332,145	29,031,173
Lodgers	-	-	-	-	2,689,669	2,689,669
State-shared	1,309,974	-	-	-	3,819,124	5,129,098
Charges for services	5,016,494	-	-	-	137,950	5,154,444
Fees and fines	113,502	-	-	-	2,766,772	2,880,274
Investment income (loss)	2,576,126	729,166	5,395,761	14,726	5,676,911	14,392,690
Franchise fees	3,979,833	-	-	-	-	3,979,833
Licenses and permits	3,077,119	-	-	-	-	3,077,119
Intergovernmental						-
Federal	-	-	-	12,307,339	2,936,105	15,243,444
State	-	-	-	5,180,705	13,173,027	18,353,732
Local	-	-	-	30,666	221,977	252,643
Other	8,131,875	1,741,371	92,821	224,462	2,238,418	12,428,947
Total revenues	177,836,642	9,063,304	5,488,582	17,757,898	43,657,908	253,804,334
Expenditures						
Current						
General government	30,760,255	-	-	5,886,790	1,420,512	38,067,557
Police	33,053,819	-	110,569	2,593,860	350,922	36,109,170
Fire	22,648,395	-	-	557,734	1,107,904	24,314,033
Community Development	6,450,608	-	1,278,674	2,538,800	3,467,723	13,735,805
Quality of Life	8,947,160	-	-	1,739,822	126,799	10,813,781
Economic Development	3,816,183	-	-	1,583,980	3,859,891	9,260,054
Public Works	13,641,911	-	401,022	-	5,118,694	19,161,627
Parks and recreation	16,747,927	-	-	376,723	4,979	17,129,629
Debt Service	-	65,928	-	-	-	65,928
Capital outlay	16,950,863	-	1,748,635	2,512,735	44,533,128	65,745,361
Debt service				-	-	
Principal	-	20,525,609	-	-	-	20,525,609
Interest and other charges	-	5,475,950	-	-	-	5,475,950
Debt issuance cost	-	-	-	-	-	-
Total expenditures	153,017,120	26,067,487	3,538,900	17,790,444	59,990,552	260,404,503
Revenues over (under) expenditures	24,819,522	(17,004,183)	1,949,682	(32,546)	(16,332,644)	(6,600,169)
Other financing sources (uses)						
Issuance of debt	-	18,255,000	-	-	-	18,255,000
Premium on issuance of debt	-	-	-	-	-	-
Proceeds of refunding bonds	-	-	-	-	-	-
Payment to refunded bond escrow ager	-	-	-	-	-	-
Sale of capital assets	-	-	-	-	424,893	424,893
Transfers in	8,330,941	18,373,098	-	41,728	15,560,415	42,306,182
Transfers out	(37,514,748)	(18,637,051)	(600,000)	-	(13,778,358)	(70,530,157)
Total other financing sources (uses)	(29,183,807)	17,991,047	(600,000)	41,728	2,206,950	(9,544,082)
Net change in fund balances	(4,364,285)	986,864	1,349,682	9,182	(14,125,694)	(16,144,251)
Fund balances, beginning of year	74,924,960	15,638,839	42,575,461	262,562	123,639,337	257,041,159
Fund balances, end of year	$ 70,560,675	$ 16,625,703	$ 43,925,143	$ 271,744	$ 109,513,643	$ 240,896,908

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance of Governmental Funds to the Statement of Activities
For the Year Ended June 30, 2025

Net change in fund balances—governmental funds	$ (16,144,251)
Total revenues and other financing sources in the governmental funds differ from total revenues for governmental activities in the statement of activities. The difference results primarily from the long-term economic focus of the statement of activities versus the current financial sources focus of the governmental funds. The main components of the difference are describe below:	
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of certain capital outlays is allocated over the estimated useful lives of the assets acquired and reported as depreciation expense. As a result, fund balance decreased by the amount of financial resources expended, whereas net position decreased by the amount of depreciation expense charged for the year:	
Capital outlay	65,745,361
Depreciation (excludes $16,534 reported in the internal service fund)	(29,590,030)
Loss on sale of capital assets	(137,188)
Proceeds from the issuance of long-term obligations provide current financial resources to governmental funds and increase long-term liabilities in the statement of net position. Repayment of debt principal is an expenditure in the governmental funds, but the current year principal repayment reduces long-term liabilities in the statement of net position.	
Repayments of bonds and notes payable	20,670,609
Proceeds from bonds and notes payable	(18,255,000)
Change in pollution remediation/arbitrage	(1,833,035)
Net Lease/SBITA payables	(1,667,901)
Additions to and amortization of premium/discount of bond and notes payable	1,149,303
The change in the liability for compensated absences affects expenses reported in the statement of activities but does not require the use of current financial resources and, therefore, is not reported as expenditures in governmental funds.	(1,520,026)
Revenues in the statement of activities that do not meet the "availability" criteria for revenue recognition and, therefore, are not reported as revenues in the funds.	9,077,124
Change in PERA liability affects expenses reported in the statement of activities but does not require the use of current financial resources and, therefore, is not reported as expenditures in governmental funds.	(15,593,571)
Change in OPEB liability affects expenses reported in the statement of activities but does not require the use of current financial resources and, therefore, is not reported as expenditures in governmental funds.	6,019,959
Principal payments by South Central Solid Waste to the City's debt service fund are reported as revenue in the debt service fund but reduce assets on the statement of net position.	(180,000)
Internal service funds are used by management to charge the costs of certain activities such as insurance and telecommunications to individual funds. The change in net position of internal service funds is reported within governmental activities.	15,721,269
Change in net position of governmental activities	$ 33,462,623

The accompanyng notes are an integral part of these financial statements.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
General Fund
For the Year Ended June 30, 2025
(With Comparative Actual Amounts for the Year Ended June 30, 2024)

	2025				2024
	Budgeted Amounts			Variance with Final Budget - Positive	
	Original	Final	Actual	(Negative)	Actual
Revenues					
Local taxes					
Gross receipts	129,561,071	129,561,071	137,525,458	7,964,387	132,413,311
Property	14,591,651	14,591,651	16,106,261	1,514,610	15,353,170
Total local taxes	144,152,722	144,152,722	153,631,719	9,478,997	147,766,481
State-shared taxes	1,325,000	1,325,000	1,309,974	(15,026)	1,386,442
Charges for services	4,718,354	4,769,854	5,016,494	246,640	2,926,986
Fees and fines	156,180	156,180	113,502	(42,678)	126,447
Investment income	-	-	2,576,126	2,576,126	3,340,202
Franchise fees	4,688,294	4,688,294	3,979,833	(708,461)	4,007,901
Licenses and permits	2,783,210	2,783,210	3,077,119	293,909	3,108,546
Operating grants and contributions	-	-	-	-	-
Other	7,777,859	9,116,859	8,131,875	(984,984)	7,005,927
	21,448,897	22,839,397	24,204,923	1,365,526	21,902,451
Total revenues	165,601,619	166,992,119	177,836,642	10,844,523	169,668,932
Expenditures					
Current					
General government	37,041,024	37,017,372	30,760,255	6,257,117	31,364,478
Police	37,707,823	37,502,323	33,053,819	4,448,504	32,629,036
Fire	26,448,897	28,633,880	22,648,395	5,985,485	21,851,865
Community development	9,037,008	9,322,680	6,450,608	2,872,072	5,052,258
Quality of Life	10,088,428	10,108,726	8,947,160	1,161,566	8,868,377
Economic development	7,254,223	7,695,425	3,816,183	3,879,242	2,758,195
Public works	16,245,195	16,590,668	13,641,911	2,948,757	14,181,126
Parks and Recreation	19,359,739	19,166,580	16,747,927	2,418,653	16,994,835
Capital outlay	5,808,765	6,697,992	16,950,863	(10,252,871)	6,259,432
Total expenditures	168,991,102	172,735,646	153,017,121	19,718,525	139,959,602
Revenues over expenditures	(3,389,483)	(5,743,527)	24,819,521	30,563,048	29,709,330
Other Financing Sources (Uses)					
Issuance of debt	-	-	-	-	-
Sale of Capital assets	-	-	-	-	-
Transfers in	7,993,569	8,330,941	8,330,941	-	4,199,010
Transfers out	(37,069,961)	(40,459,452)	(37,514,748)	2,944,704	(38,770,861)
Total other financing sources (uses)	(29,076,392)	(32,128,511)	(29,183,807)	2,944,704	(34,571,851)
Net change in fund balance	(32,465,875)	(37,872,038)	(4,364,286)	33,507,752	(4,862,521)
Fund balance, beginning of year	74,924,960	74,924,960	74,924,960	-	79,787,481
Fund balance, end of year	$ 42,459,085	$ 37,052,922	$ 70,560,674	$ 33,507,752	$ 74,924,960

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Telshor Facility
For the Year Ended June 30, 2025
(With Comparative Actual Amounts for the Year Ended June 30, 2024)

	2025				2024
	Budgeted Amounts			Variance with Final Budget - Positive	
	Original	Final	Actual	(Negative)	Actual
Revenues					
Investment income (expense)	$ -	$ -	$ 5,395,761	$ 5,395,761	$ 6,947,347
Other	85,000	85,000	92,821	7,821	92,822
Total revenues	85,000	85,000	5,488,582	5,403,582	7,040,169
Expenditures					
Police	-	-	110,569	(110,569)	-
Community Development	14,578,000	11,578,903	1,278,674	10,300,229	2,607,900
Public Works	1,000,000	1,000,000	401,022	598,978	-
Capital outlay	11,550,000	14,064,766	1,748,635	12,316,131	435,378
Total expenditures	27,128,000	26,643,669	3,538,900	23,104,769	3,043,278
Revenues over expenditures	(27,043,000)	(26,558,669)	1,949,682	(17,701,187)	3,996,891
Other Financing Sources (Uses)					
Transfers in	-	-	-	-	-
Transfers out	(817,513)	(817,513)	(600,000)	217,513	-
Total other financing sources (uses)	(817,513)	(817,513)	(600,000)	217,513	-
Net change in fund balance	(27,860,513)	(27,376,182)	1,349,682	(17,483,674)	3,996,891
Fund balance, beginning of year	42,575,461	42,575,461	42,575,461	-	38,578,570
Fund balance, end of year	$ 14,714,948	$ 15,199,279	$ 43,925,143	$ (17,483,674)	$ 42,575,461

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Special Revenue Grants Fund
For the Year Ended June 30, 2025

	2025				2024
	Budgeted Amounts			Variance with Final Budget - Positive	
	Original	Final	Actual	(Negative)	Actual
Revenues					
Intergovernmental					
Federal	17,345,567	20,951,268	12,307,339	(8,643,929)	7,183,179
State	7,319,911	8,559,891	5,180,705	(3,379,186)	10,546,488
Local	21,707	73,636	30,666	(42,970)	28,390
Other	205,322	234,022	224,462	(9,560)	196,650
Investment income (loss)	-	-	14,726	14,726	262,562
Total revenues	24,892,507	29,818,817	17,757,898	(12,060,919)	18,217,269
Expenditures					
Current					
General government	11,211,154	11,111,556	5,886,790	5,224,766	1,101,674
Police	2,296,463	2,765,181	2,593,860	171,321	4,373,298
Fire	1,025,327	883,001	557,734	325,267	339,221
Community development	1,277,223	4,477,223	2,538,800	1,938,423	4,449,657
Quality of Life	1,479,054	1,969,691	1,739,822	229,869	1,736,133
Economic development	5,949,072	4,614,365	1,583,980	3,030,385	2,416,524
Public works	230,196	51,638	-	51,638	297,257
Parks and Recreation	(13,194)	803,635	376,723	426,912	300,827
Capital outlay	2,347,770	2,969,220	2,512,735	456,485	2,940,116
Total expenditures	25,803,065	29,645,510	17,790,444	11,855,066	17,954,707
Revenues over expenditures	(910,558)	173,307	(32,546)	(205,853)	262,562
Other Financing Sources (Uses)					
Transfers in	-	41,728	41,728	-	
Transfers out	-	-	-	-	
Total other financing sources (uses)	-	41,728	41,728	-	-
Net change in fund balance	(910,558)	215,035	9,182	(205,853)	262,562
Fund balance, beginning of year	262,562	262,562	262,562	-	-
Fund balance, end of year	$ (647,996)	$ 477,597	$ 271,744	$ (205,853)	$ 262,562

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Net Position
Proprietary Funds
June 30, 2025

	Enterprise Funds			
	Gas	Water	Waste Water	Solid Waste
Assets				
Current assets				
Pooled cash and investments	$ 11,090,164	$ 3,431,572	$ 1,532,308	$ 6,814,297
Accounts receivable, net	1,889,460	3,175,038	1,949,306	2,446,806
Current portion of leases receivable	-	-	-	-
Current portion of interest receivable	-	-	-	-
Due from other governments	-	-	1,122,653	48,203
Inventories	981,825	972,557	653,636	1,059,512
Total current assets	13,961,449	7,579,167	5,257,903	10,368,818
Non-current assets				
Restricted cash and investments	544,414	3,380,891	12,709,574	1,206,428
Impact fees receivable	-	309,157	1,384,317	-
Advance to other funds	-	-	1,157,812	-
Leases receivables	-	-	-	-
Capital assets:				
Land, water rights and constuction in progress	752,030	15,669,555	976,536	687,875
Right to use leased assets, net of amortization	44,764	634,013	24,601	249
Right to use subscription assets, net of amortization	35,382	35,382	35,382	35,381
Other capital assets, net of depreciation	38,876,693	125,555,315	105,443,347	11,297,776
Total capital assets	39,708,869	141,894,265	106,479,866	12,021,281
Total non-current assets	40,253,283	145,584,313	121,731,569	13,227,709
Total assets	54,214,732	153,163,480	126,989,472	23,596,527
Deferred outflows of resources				
Deferred charges from refundings	-	49,532	195,078	-
Deferred outflows related to pensions	2,125,343	2,165,258	2,082,669	2,179,060
Deferred outflows related to OPEB	512,419	438,906	398,420	373,946
Total deferred outflows of resources	2,637,762	2,653,696	2,676,167	2,553,006

(Continued)

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Net Position
Proprietary Funds
June 30, 2025

	Enterprise Funds			
	Transit	Nonmajor Enterprise Funds	Totals	Internal Service Funds
Assets				
Current assets				
Pooled cash and investments	$ -	$ -	$ 22,868,341	$ 7,607,350
Accounts receivable, net	1,509	-	9,462,119	-
Current portion of leases receivable	-	31,346	31,346	-
Current portion of interest receivable	-	7,997	7,997	-
Due from other governments	4,590,224	531,480	6,292,560	-
Inventories	87,967	-	3,755,497	462,037
Total current assets	4,679,700	570,823	42,417,860	8,069,387
Non-current assets				
Restricted cash and investments	-	-	17,841,307	-
Impact fees receivable	-	-	1,693,474	
Advance to other funds	-	-	1,157,812	-
Leases receivables	-	615,077	615,077	-
Capital assets:			-	-
Land, water rights and constuction in progress	404,705	1,365,577	19,856,278	-
Right to use leased assets, net of amortization	-	-	703,627	-
Right to use subscription assets, net of amortization	-	7,592	149,119	-
Other capital assets, net of depreciation	33,767,953	18,212,169	333,153,253	22,489
Total capital assets	34,172,658	19,585,338	353,862,277	22,489
Total non-current assets	34,172,658	20,200,415	375,169,947	22,489
Total assets	38,852,358	20,771,238	417,587,807	8,091,876
Deferred outflows of resources				
Deferred charges from refundings	-	-	244,610	-
Deferred outflows related to pensions	2,100,113	156,621	10,809,064	696,929
Deferred outflows related to OPEB	308,675	-	2,032,366	159,439
Total deferred outflows of resources	2,408,788	156,621	13,086,040	856,368

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Net Position
Proprietary Funds
June 30, 2025

	Enterprise Funds			
	Gas	Water	Waste Water	Solid Waste
Liabilities				
Current liabilities				
Accounts payable	$ 696,071	$ 1,243,670	$ 405,880	$ 261,554
Due to other funds	-	-	-	-
Accrued liabilities	98,836	236,196	129,246	80,874
Unearned revenue	2,360,177	36,175	-	-
Current portion of non-current liabilities	613,459	4,657,046	3,098,544	141,659
Current lease liability	899	70,092	23,356	-
Current subscription liability	24,086	24,086	24,086	24,085
Total current liabilities	3,793,528	6,267,265	3,681,112	508,172
Non-current liabilities				
Customer deposits	254,080	129,799	104,405	149,981
Revenue bonds payable	6,805,744	39,527,322	18,813,294	-
Notes payable	-	1,585,000	1,585,000	-
Lease liability	42,083	652,900	-	-
Subscription liability	6,777	6,777	6,777	6,778
Compensated absences	466,207	707,112	366,093	422,638
Estimated liability for insurance claims	-	-	-	-
Accrued landfill closure cost	-	-	-	540,000
Advance from other funds	-	1,157,812	-	-
Net pension liability	9,151,306	9,569,306	9,591,131	8,518,848
Net OPEB liability	1,362,843	1,167,325	1,059,646	994,555
Total non-current liabilities	18,089,040	54,503,353	31,526,346	10,632,800
Total liabilities	21,882,568	60,770,618	35,207,458	11,140,972
Deferred inflow of resources				
Deferred inflows related to pensions	131,087	142,657	150,381	105,538
Deferred inflows related to OPEB	1,171,691	1,003,597	911,020	855,059
Deferred inflows related to leases	-	-	-	-
Total deferred inflows of resources	1,302,778	1,146,254	1,061,401	960,597
Net position				
Net investment in capital assets	32,332,374	95,003,250	83,564,901	11,911,330
Restricted for customer deposits	254,080	129,799	104,405	149,981
Restricted for capital projects	-	896,784	10,836,518	-
Restricted for debt service	290,334	2,354,308	1,768,651	480,447
Restricted for landfill closure/post-closure	-	-	-	576,000
Unrestricted	790,360	(4,483,837)	(2,877,695)	930,206
Total net position	$ 33,667,148	$ 93,900,304	$ 93,396,780	$ 14,047,964

(Continued)

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Net Position
Proprietary Funds
June 30, 2025

	Enterprise Funds			
	Transit	Nonmajor Enterprise Funds	Totals	Internal Service Funds
Liabilities				
Current liabilities				
Accounts payable	$ 276,101	$ 492,390	$ 3,375,666	$ 661,731
Due to other funds	5,385,488	612,195	5,997,683	-
Accrued liabilities	383	174	545,709	113
Unearned revenue	-	-	2,396,352	-
Current portion of non-current liabilities	95,204	6,515	8,612,427	3,409,222
Current lease liability	-	-	94,347	-
Current subscription liability	-	3,720	100,063	-
Total current liabilities	5,757,176	1,114,994	21,122,247	4,071,066
Non-current liabilities				
Customer deposits	-	-	638,265	-
Revenue bonds payable	-	-	65,146,360	-
Notes payable	-	-	3,170,000	-
Lease liability	-	-	694,983	-
Subscription liability	-	3,835	30,944	-
Compensated absences	380,818	26,060	2,368,928	162,675
Estimated liability for insurance claims	-	-	-	9,378,460
Accrued landfill closure cost	-	-	540,000	-
Advance from other funds	-	-	1,157,812	-
Net pension liability	9,579,140	679,172	47,088,903	3,168,236
Net OPEB liability	820,959	-	5,405,328	424,048
Total non-current liabilities	10,780,917	709,067	126,241,523	13,133,419
Total liabilities	16,538,093	1,824,061	147,363,770	17,204,485
Deferred inflow of resources				
Deferred inflows related to pensions	148,826	10,342	688,831	48,862
Deferred inflows related to OPEB	705,811	-	4,647,178	364,571
Deferred inflows related to leases	-	626,155	626,155	-
Total deferred inflows of resources	854,637	636,497	5,962,164	413,433
Net position				
Net investment in capital assets	34,042,154	19,462,767	276,316,776	22,489
Restricted for customer deposits	-	-	638,265	-
Restricted for capital projects	-	-	11,733,302	-
Restricted for debt service	-	-	4,893,740	-
Restricted for landfill closure/post-closure	-		576,000	-
Unrestricted	(10,173,738)	(995,466)	(16,810,170)	(8,692,163)
Total net position	$ 23,868,416	$ 18,467,301	$ 277,347,913	$ (8,669,674)

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the Year Ended June 30, 2025

	Enterprise Funds			
	Gas	Water	Waste Water	Solid Waste
Operating revenues				
Sales/charges	$ 21,452,228	$ 24,232,474	$ 18,682,956	$ 19,324,298
Provision for uncollectible accounts	330,577	(320,548)	(163,704)	(145,844)
Net sales/charges	21,782,805	23,911,926	18,519,252	19,178,454
Utility extension/service fee	393,825	167,388	28,775	-
Rentals	-	300	-	-
Other	663,994	340,926	184,362	180,170
Total operating revenues	22,840,624	24,420,540	18,732,389	19,358,624
Cost of gas, water, and services respectively	(8,064,402)	(138,028)	-	-
Gross Margin	14,776,222	24,282,512	18,732,389	19,358,624
Operating expenses				
Personnel services	3,253,103	4,195,420	3,280,060	3,288,753
Supplies	594,953	971,272	967,917	581,456
Utilities	49,889	1,794,610	812,942	57,765
Professional services	702,675	1,669,935	653,268	8,752,686
Motor pool charges	177,843	284,060	236,949	769,468
Motor fuel	78,145	134,611	77,646	548,380
Repairs and maintenance	654,845	2,020,207	611,478	77,522
Rent	5,046	65,855	-	39,489
Depreciation and amortization	2,714,523	5,324,642	5,605,433	2,374,877
Payment in lieu of taxes	551,054	719,751	595,362	407,407
Administrative charges from other funds	5,529,499	5,117,509	4,764,741	4,509,702
Landfill closure/post-closure costs	-	-	-	-
Claims and judgments (benefits)	-	-	-	-
Insurance	150,481	78,786	105,091	160,391
Pension expense	1,355,811	1,381,273	1,328,588	1,390,078
Other post employment benefit expense (benefit)	(288,735)	(247,313)	(224,499)	(210,709)
Other	53,351	48,271	11,518	30,980
Total operating expenses	15,582,483	23,558,889	18,826,494	22,778,245
Operating income (loss)	(806,261)	723,623	(94,105)	(3,419,621)

(Continued)

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the Year Ended June 30, 2025

	Enterprise Funds			Internal Service Funds
	Transit	Nonmajor Enterprise Funds	Totals	
Operating revenues				
Sales/charges	$ 563,601	$ 44,140	$ 84,299,697	$ 7,239,564
Provision for uncollectible accounts	-	-	(299,519)	-
Net sales/charges	563,601	44,140	84,000,178	7,239,564
Utility extension/service fee	-	-	589,988	-
Rentals	-	116,995	117,295	-
Other	14,600	1,594	1,385,646	642,661
Total operating revenues	578,201	162,729	86,093,107	7,882,225
Cost of gas, water, and services respectively	-	-	(8,202,430)	(3,751,933)
Gross Margin	578,201	162,729	77,890,677	4,130,292
Operating expenses				
Personnel services	5,599,639	467,983	20,084,958	2,625,249
Supplies	197,086	34,382	3,347,066	255,133
Utilities	59,649	54,875	2,829,730	28,328
Professional services	630,523	609,139	13,018,226	2,885,618
Motor pool charges	560,171	33,553	2,062,044	9,565
Motor fuel	554,654	6,615	1,400,051	-
Repairs and maintenance	25,921	176,051	3,566,024	26,280
Rent	-	-	110,390	-
Depreciation and amortization	873,361	1,130,779	18,023,615	16,534
Payment in lieu of taxes	-	-	2,273,574	-
Administrative charges from other funds	-	-	19,921,451	-
Landfill closure/post-closure costs		-	-	-
Claims and judgments (benefits)	-	-	-	684,743
Insurance	-	-	494,749	2,893,896
Pension expense	1,339,717	99,913	6,895,380	444,588
Other post employment benefit expense (benefit)	(173,930)	-	(1,145,186)	(89,840)
Other	11,194	4,077	159,391	38,512
Total operating expenses	9,677,985	2,617,367	93,041,463	9,818,606
Operating income (loss)	(9,099,784)	(2,454,638)	(15,150,786)	(5,688,314)

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the Year Ended June 30, 2025

	Enterprise Funds			
	Gas	Water	Waste Water	Solid Waste
Non-operating revenues (expenses)				
Gain (loss) on sale of capital assets	$ (23,557)	$ 24,116	$ 9,680	$ 225,574
Investment income (loss)	573,796	575,032	883,012	528,521
Grants - federal	-	-	-	-
Grants - state	-	-	-	-
Charges for air service program	-	-	-	-
Interest expense	(248,858)	(1,304,115)	(574,974)	(747)
Debt issuance costs	-	-	-	-
Other	-	-	48,919	-
Total non-operating revenues (expenses)	301,381	(704,967)	366,637	753,348
Income (loss) before capital contributions and transfers	(504,880)	18,656	272,532	(2,666,273)
Capital contributions	844,934	1,497,736	4,519,157	48,203
Transfers				
Transfers in	5,000	-	1,000,000	-
Transfers (out)	-	-	-	-
Change in net position	345,054	1,516,392	5,791,689	(2,618,070)
Net position, beginning of year, as originally stated	33,389,551	92,652,318	87,741,528	13,042,195
Restatement of beginning net position - Implementation of GASB 101 (Note 25)	(67,457)	(268,406)	(136,437)	(178,508)
Restatement of beginning net position - IG 2021-1, Group capital (Note 23)	-	-	-	3,802,347
Net position, beginning of year, as restated	33,322,094	92,383,912	87,605,091	16,666,034
Net position, end of year	$ 33,667,148	$ 93,900,304	$ 93,396,780	$ 14,047,964

(Continued)

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the Year Ended June 30, 2025

	Enterprise Funds			
	Transit	Nonmajor Enterprise Funds	Totals	Internal Service Funds
Non-operating revenues (expenses)				
Gain (loss) on sale of capital assets	$ 42,533	$ 21,999	$ 300,345	$ 2,424
Investment income (loss)	-	-	2,560,361	500,823
Grants - federal	3,935,168	-	3,935,168	-
Grants - state	-	1,896,112	1,896,112	-
Charges for air service program		(1,882,692)	(1,882,692)	-
Interest expense	(18)	(272)	(2,128,984)	-
Debt issuance costs	-	-	-	(254,765)
Other	-	19,047	67,966	-
Total non-operating revenues (expenses)	3,977,683	54,194	4,748,276	248,482
Income (loss) before capital contributions and transfers	(5,122,101)	(2,400,444)	(10,402,510)	(5,439,832)
Capital contributions	5,954,907	891,870	13,756,807	-
Transfers				
Transfers in	5,087,266	901,271	6,993,537	21,235,438
Transfers (out)	-	(5,000)	(5,000)	-
Change in net position	5,920,072	(612,303)	10,342,834	15,795,606
Net position, beginning of year, as originally stated	18,204,902	19,097,126	264,127,620	(24,390,943)
Restatement of beginning net position - Implementation of GASB 101 (Note 25)	(256,558)	(17,522)	(924,888)	(74,337)
Restatement of beginning net position - IG 2021-1, Group capital (Note 23)	-	-	3,802,347	-
Net position, beginning of year, as restated	17,948,344	19,079,604	267,005,079	(24,465,280)
Net position, end of year	$ 23,868,416	$ 18,467,301	$ 277,347,913	$ (8,669,674)

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2025

	Enterprise Funds			
	Gas	Water	Waste Water	Solid Waste
Cash flows from operating activities				
Cash received from customers	$ 21,288,629	$ 24,787,177	$ 18,553,078	$ 19,274,206
Cash paid to suppliers	(9,790,551)	(6,055,222)	(3,202,201)	(9,568,279)
Cash paid to employees	(4,034,324)	(4,949,827)	(4,000,285)	(4,356,714)
Payments from (to) other funds	(6,336,541)	(6,255,931)	(5,674,698)	(6,234,957)
Claims paid	-	-	-	-
Other receipts	663,994	341,226	184,362	180,170
Net cash provided (used) by operating activities	1,791,207	7,867,423	5,860,256	(705,574)
Cash flows from non-capital financing activities				
Grants and contributions	-	-	-	-
Payments to provider for air service program	-	-	-	-
Transfers in	5,000	-	1,000,000	-
Transfers out	-	-	-	-
Debt issuance costs	-	-	-	-
Principal on advance to/from other funds	-	(174,358)	174,358	-
Interest on advance to/from other funds	-	(25,642)	25,642	-
Negative cash balance implicitly financed	-	-	-	-
Net cash provided (used) by non-capital financing	5,000	(200,000)	1,200,000	-
Cash flows from capital and related financing activities				
Acquisition of capital assets	(983,719)	(3,698,623)	(3,846,479)	(4,805,514)
Cash proceeds from sale of capital assets	11,961	25,872	7,105	227,330
Grants	-	-	453,865	-
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Proceeds from revenue bonds and notes payable	-	-	-	-
Principal payments on capital debt	(470,105)	(5,188,140)	(2,975,951)	-
Principal payments on leases	(866)	(64,564)	(24,840)	-
Principal payments on subscription liabilities	(23,804)	(23,806)	(23,804)	(23,804)
Interest payments on capital debt	(246,492)	(1,233,612)	(553,751)	-
Interest payments on leases	(1,620)	(14,602)	(968)	-
Interest payments on subscription liabilities	(746)	(747)	(747)	(747)
Debt issuance costs	-	-	-	-
Reimbursement of debt issuance costs	-	-	48,919	-
Net cash provided (used) by capital and related financing activities	(1,715,391)	(10,198,222)	(6,916,651)	(4,602,735)
Cash flows from investing activities				
Cash interest received (loss)	573,796	575,032	857,370	528,521
Net cash provided (used) by investing activities	573,796	575,032	857,370	528,521
Net increase (decrease) in pooled cash and investments	654,612	(1,955,767)	1,000,975	(4,779,788)
Cash and investments, beginning of year	10,979,966	8,768,230	13,240,907	12,800,513
Cash and investments, end of year	$ 11,634,578	$ 6,812,463	$ 14,241,882	$ 8,020,725
Cash and investments at June 30 consisted of:				
Current assets				
Cash and investments	$ 11,090,164	$ 3,431,572	$ 1,532,308	$ 6,814,297
Non-current assets				
Restricted cash and investments	544,414	3,380,891	12,709,574	1,206,428
Total cash and investments, June 30	$ 11,634,578	$ 6,812,463	$ 14,241,882	$ 8,020,725

(Continued)

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2025

	Enterprise Funds			
	Transit	Nonmajor Enterprise Funds	Totals	Internal Service Funds
Cash flows from operating activities				
Cash received from customers	$ 819,021	$ 174,279	$ 84,896,390	$ 7,882,225
Cash paid to suppliers	(2,201,892)	(1,227,151)	(32,045,296)	(9,746,738)
Cash paid to employees	(6,455,939)	(529,272)	(24,326,361)	(2,861,402)
Payments from (to) other funds	(873,334)	(40,168)	(25,415,629)	-
Claims paid	-	-	-	(21,799,538)
Other receipts	14,600	20,641	1,404,993	-
Net cash provided (used) by operating activities	(8,697,544)	(1,601,671)	4,514,097	(26,525,453)
Cash flows from non-capital financing activities				
Grants and contributions	4,867,141	2,034,831	6,901,972	-
Payments to provider for air service program	-	(1,718,750)	(1,718,750)	-
Transfers in	5,087,266	901,271	6,993,537	21,235,438
Transfers out	-	(5,000)	(5,000)	-
Debt issuance costs	-	-	-	(254,765)
Principal on advance to/from other funds	-	-	-	-
Interest on advance to/from other funds	-	-	-	-
Negative cash balance implicitly financed	431,156	195,030	626,186	-
Net cash provided (used) by non-capital financing	10,385,563	1,407,382	12,797,945	20,980,673
Cash flows from capital and related financing activities				
Acquisition of capital assets	(7,326,001)	(942,780)	(21,603,116)	(14,303)
Cash proceeds from sale of capital assets	42,533	21,999	336,800	2,424
Grants	5,612,943	1,114,175	7,180,983	-
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Proceeds from revenue bonds and notes payable	-	-	-	-
Principal payments on capital debt	-	-	(8,634,196)	-
Principal payments on leases	(17,476)	-	(107,746)	-
Principal payments on subscription liabilities	-	(3,833)	(99,051)	-
Interest payments on capital debt	-	-	(2,033,855)	-
Interest payments on leases	(18)	-	(17,208)	-
Interest payments on subscription liabilities	-	(272)	(3,259)	-
Debt issuance costs	-	-	-	-
Reimbursement of debt issuance costs	-	-	48,919	-
Net cash provided (used) by capital and related financing activities	(1,688,019)	189,289	(24,931,729)	(11,879)
Cash flows from investing activities				
Cash interest received (loss)	-	-	2,534,719	500,823
Net cash provided (used) by investing activities	-	-	2,534,719	500,823
Net increase (decrease) in pooled cash and investments	-	(5,000)	(5,084,968)	(5,055,836)
Cash and investments, beginning of year	-	5,000	45,794,616	12,663,186
Cash and investments, end of year	$ -	$ -	$ 40,709,648	$ 7,607,350
Cash and investments at June 30 consisted of:				
Current assets				
Cash and investments	$ -	$ -	22,868,341	$ 7,607,350
Non-current assets				
Restricted cash and investments	-	-	17,841,307	-
Total cash and investments, June 30	$ -	$ -	$ 40,709,648	$ 7,607,350

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2025

	Enterprise Funds			
	Gas	Water	Waste Water	Solid Waste
Reconciliation of operating income to net cash provided (used) by operating activities				
Operating income (loss)	$ (806,261)	$ 723,623	$ (94,105)	$ (3,419,621)
Adjustments to reconcile operating income to net cash provided by operating activities:				
Depreciation and amortization	2,714,523	5,324,642	5,605,433	2,374,877
Noncash pension expense	1,355,811	1,381,273	1,328,588	1,390,078
Noncash OPEB expense (benefit)	(288,735)	(247,313)	(224,499)	(210,709)
Payments received from air show	-	-	-	-
Provisions for uncollectible accounts	(330,577)	320,548	163,704	145,844
Change in assets and liabilities:				
Accounts receivable	(344,963)	281,577	1,503	(55,005)
Impact fees receivable	-	64,437	(163,087)	-
Current portion of leases receivable	-	-	-	-
Current portion of leases interest receivable	-	-	-	-
Inventories	133,063	81,570	55,439	554
Due to/from other funds	-	-	-	-
Due from other governmental agencies	-	-	-	-
Accounts payable	352,028	650,172	(95,426)	167,456
Estimated liability for insurance claims	-	-	-	-
Wages payable and accrued liabilities	(220,339)	(292,434)	(256,711)	(245,065)
Compensated absences	176,761	207,546	99,377	60,331
Deferred revenue	(214,417)	36,175	-	-
Landfill closure/post-closure liability	-	-	-	(36,000)
Net pension liability, net of noncash expense	(164,935)	(168,032)	(161,624)	(169,104)
OPEB liability, net of noncash expense	425,592	364,536	330,909	310,582
Leases receivables	-	-	-	-
Deferred outflows - NPL and OPEB	(393,571)	(323,612)	(231,497)	(538,882)
Deferred inflows - NPL and OPEB	(604,729)	(542,411)	(500,679)	(485,823)
Deferred inflows - related to leases	-	-	-	-
Customer deposits	1,956	5,126	2,931	4,913
Total adjustments	2,597,468	7,143,800	5,954,361	2,714,047
Net cash provided (used) by operating activities	$ 1,791,207	$ 7,867,423	$ 5,860,256	$ (705,574)
Non-cash investing/financing activities				
Contributions of capital assets	844,934	1,497,736	2,949,324	-
Gain (loss) on disposition of assets	(35,518)	(1,756)	2,575	(1,756)
Acquisition of subscription assets	12,396	12,397	12,396	12,396
Acquisition of subscription liabilities	(12,396)	(12,397)	(12,396)	(12,396)
Restatement of beginning net position - Implementation of GASB 101 (Note 25)	(67,457)	(268,406)	(136,437)	(178,508)
Restatement of beginning net position - IG 2021-1, Group capital (Note 23)	-	-	-	3,802,347
Total non-cash investing/financing activities	$ 741,959	$ 1,227,574	$ 2,815,462	$ 3,622,083

(Continued)

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2025

	Enterprise Funds			
	Transit	Nonmajor Enterprise Funds	Totals	Internal Service Funds
Reconciliation of operating income to net cash provided (used) by operating activities				
Operating income (loss)	$ (9,099,784)	$ (2,454,638)	$ (15,150,786)	$ (5,688,314)
Adjustments to reconcile operating income to net cash provided by operating activities:				
Depreciation and amortization	873,361	1,130,779	18,023,615	16,534
Noncash pension expense	1,339,717	99,913	6,895,380	444,588
Noncash OPEB expense (benefit)	(173,930)	-	(1,145,186)	(89,840)
Payments received from air show	-	19,047	19,047	-
Provisions for uncollectible accounts	-	-	299,519	-
Change in assets and liabilities:				-
Accounts receivable	255,420	11,459	149,991	1,258
Impact fees receivable	-	-	(98,650)	-
Current portion of leases receivable	-	1,752	1,752	-
Current portion of leases interest receivable	-	295	295	-
Inventories	(87,967)	-	182,659	80,181
Due to/from other funds	-	-	-	-
Due from other governmental agencies	-	-	-	-
Accounts payable	(948,061)	(322,059)	(195,890)	61,088
Estimated liability for insurance claims	-	-	-	(21,114,795)
Wages payable and accrued liabilities	(240,559)	(21,275)	(1,276,383)	(47,346)
Compensated absences	(56,500)	(5,961)	481,554	14,308
Deferred revenue	-	-	(178,242)	-
Landfill closure/post-closure liability	-	-	(36,000)	-
Net pension liability, net of noncash expense	(162,978)	(12,155)	(838,828)	(54,084)
OPEB liability, net of noncash expense	256,371	-	1,687,990	132,423
Leases receivables	-	31,709	31,709	-
Deferred outflows - NPL and OPEB	(230,247)	(10,798)	(1,728,607)	(90,767)
Deferred inflows - NPL and OPEB	(422,387)	(11,100)	(2,567,129)	(190,687)
Deferred inflows - related to leases	-	(58,639)	(58,639)	-
Customer deposits	-	-	14,926	-
Total adjustments	402,240	852,967	19,664,883	(20,837,139)
			-	
Net cash provided (used) by operating activities	$ (8,697,544)	$ (1,601,671)	$ 4,514,097	$ (26,525,453)
Non-cash investing/financing activities				
Contributions of capital assets	-	-	5,291,994	-
Gain (loss) on disposition of assets	-	-	(36,455)	-
Acquisition of subscription assets	-	11,387	60,972	-
Acquisition of subscription liabilities	-	(11,387)	(60,972)	-
Restatement of beginning net position -			-	
Implementation of GASB 101 (Note 25)	(256,558)	(17,522)	(924,888)	(74,337)
Restatement of beginning net position -			-	
IG 2021-1, Group capital (Note 23)	-	-	3,802,347	-
Total non-cash investing/financing activities	$ (256,558)	$ (17,522)	$ 8,132,998	$ (74,337)

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Fiduciary Net Position
Fiduciary Funds
June 30, 2025

		Custodial Funds
Assets		
Pooled cash and investments	$	5,260,650
Accounts receivable		2,850
Receivable from other government agencies		967,272
Capital assets, net		3,286,523
Total assets		9,517,295
Deferred Outflows of Resources		
Deferred outflows of resources-pension		1,764,337
Deferred outflows of resources-OPEB		379,259
Total deferred outflows of resources		2,143,596
Total assets and deferred outflows of resources		11,660,891
Liabilities		
Accounts and contracts payable		604,370
Due to other funds		146,879
Accrued wages payable		642,196
Net pension liability		6,719,439
Net OPEB liability		1,008,686
Revenue collected in advance		102,567
Total liabilities		9,224,137
Deferred Inflows of Resources		
Deferred inflows of resources-pension		56,407
Deferred inflows of resources-OPEB		867,207
Total deferred inflows of resources		923,614
Net Position		
Restricted for		
Individuals, organizations, other governments		1,513,140
Total net position		1,513,140
Total liabilities, deferred inflows of resources, and net position	$	11,660,891

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Changes in Fiduciary Net Position
Fiduciary Funds
For the Year Ended June 30, 2025

	Custodial Funds
Additions	
Fees and fines	$ 495,712
Investment income (loss)	431,487
Licenses and permits	
Federal	1,307,205
State	51,467
Local	140,596
Sale of capital assets	-
Transfers in	41,728
Other	11,100,972
Total additions	13,569,167
Deductions	
General government	12,959,791
Police	1,667
Community Development	-
Quality of Life	103,616
Parks and Rec	8,827
Capital	-
Transfers out	-
Total deductions	13,073,901
Change in net position	495,266
Net position- beginning of year	1,273,683
Restatement for pension cost, Note 1	(209,499)
Restatement for GASB 101	(46,310)
Net position- beginning of year, as restated	1,017,874
Total net position (deficit)	$ 1,513,140

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Notes to Financial Statements
June 30, 2025

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - DESCRIPTION AND REPORTING ENTITY

The City of Las Cruces, New Mexico (the "City") is a municipal corporation organized under the laws of the State of New Mexico and operates under a Home Rule Charter. Incorporated in 1946, the City functions under a Council-Manager form of government. The governing body consists of a Mayor, elected at-large, and six City Councilors, each elected from single-member districts. All elected officials serve four-year staggered terms, with elections held biennially. The City Manager, appointed by the City Council, is responsible for the administration of City operations and the implementation of Council policies.

In accordance with Governmental Accounting Standards Board (GASB) requirements, the accompanying financial statements present the City and its component units, entities for which the City is considered financially accountable. Financial accountability is defined by the City's ability to appoint a voting majority of an organization's governing body and either (1) the ability to impose its will on that organization or (2) the potential for the organization to provide specific financial benefits to, or impose specific financial burdens on, the City.

The financial statements include both blended and discretely presented component units, as defined by GASB Statement No. 61, The Financial Reporting Entity: Omnibus.

Discretely Presented Component Unit

The following component unit is reported in a separate column in the government-wide financial statements to emphasize its legal and operational independence from the City.

South Central Solid Waste Authority (SCSWA)
In accordance with the joint powers agreement (JPA), SCSWA revenues are the primary source of debt service for City bonds issued to construct a regional landfill and transfer station. According to GASB Statement No. 61, the SCSWA qualifies as a discretely presented component unit, due to the following reasons: There is a joint powers agreement (JPA) between the City of Las Cruces and SCSWA and the City of Las Cruces is still considered one of the largest customers for SCSWA. If SCSWA ever defaults, then the City of Las Cruces will take over the organization and pledged EGRT to cover the outstanding debt/loan/leases. The criteria of equity interest also exist, and the City of Las Cruces will receive any assets if the component unit ever decides to dissolve.

Blended Component Unit

The following component unit is blended with the primary government because its governing body is substantively the same as the City's and it serves the City exclusively or nearly exclusively:

Downtown Tax Increment Development District (TIDD)
The TIDD is governed by the City Council, which also serves as its Board of Directors. The City has operational responsibility and exercises full control over the TIDD's activities. As such, it meets the criteria for blending under GASB Statement No. 61.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - BASIS OF PRESENTATION, BASIS OF ACCOUNTING

Basis of Presentation

Government-Wide Statements—The statement of net position and the statement of activities display information about the primary government (the City) and its component units. These statements include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double-counting of internal activities. These statements distinguish between the governmental and business-type activities of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange transactions. Under GASB 33, "available" means that the City has collected the revenues in the current period or expects to collect them soon enough after the end of the period to use them to pay liabilities of the current period, not exceeding 60 days. Business-type activities are financed in whole or in part by fees charged to external parties.

The statement of activities presents a comparison between direct expenses and program revenues for the different business-type activities of the City and for each function of the City's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function.

Program revenues include (a) fees, fines, and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Non-operating revenues, such as subsidies and investment earnings, result from non-exchange transactions or ancillary activities. Proprietary fund operating expenses include the cost of services, administrative and general expenses, and depreciation on capital assets.

Fund Financial Statements—The fund financial statements provide information about the City's funds, including its fiduciary funds. Separate statements for each fund category—governmental, proprietary, and fiduciary—are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as non-major funds.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - BASIS OF PRESENTATION, BASIS OF ACCOUNTING (Continued)

The City reports the following as major governmental funds:

General Fund

The General Fund is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Debt Service Fund

The Debt Service fund accounts for the resources accumulated and payments made for principal and interest on long-term debt of the governmental funds.

Telshor Facility Fund

The Telshor Facility fund accounts for the net proceeds of the sale of the Memorial Medical Center. Funds are restricted for health-related programs and health-related capital projects.

Special Revenue Grants Fund

The Special Revenue Grants Fund is used to report operating grants for different departments. Resources are from various federal, state, county, local and foundation sources.

The City reports the following major enterprise funds:

The Gas Fund accounts for the activities of the City's natural gas utility, which provides service to the residents of the City and some residents within the County.

The Water Fund accounts for the activities of the City's natural water utility, which provides service to the residents of the City and some residents within the County.

The Wastewater Fund accounts for the activities of the City's wastewater utility, which provides service to the residents of the City and some residents within the County.

The Solid Waste Fund accounts for the activities of the City's solid waste utility, which provides service to the residents of the City and some residents within the County.

The Transit Fund accounts for the activities of the City's Transit department, which provides public transportation services as a cost effective and environmentally sustainable alternative to private vehicle use to residents of the City.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - BASIS OF PRESENTATION, BASIS OF ACCOUNTING (Continued)

The City also reports the following fund types:

Internal Service Funds - to report activities that provide goods or services to other funds, departments, or agencies of the City and its component units on a cost-reimbursement basis. These activities include Internal Services and Self Insurance.

Custodial Funds - used to account for monies held by the City in a custodial capacity. These funds use the economic resources measurement focus. The funds held by the City in a fiduciary capacity include Mesilla Valley Regional Dispatch Authority; Metro Narcotics Agency; Branigan Estate (proceeds of sales of assets are used to purchase books for the library); Gifts and Memorials; Veteran's Memorial Wall; Animal Service Center of the Mesilla Valley; High Intensity Drug Trafficking Area, and Metropolitan Planning Organization (MPO).

Measurement Focus, Basis of Accounting

Government-Wide, Proprietary, and Fiduciary Fund Financial Statements—The government-wide and proprietary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned, and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place.

Non-exchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange, include gross receipts and property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenues from gross receipts taxes are recognized when the underlying transaction takes place. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Governmental Fund Financial Statements—Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The City considers all revenues reported in the governmental funds to be available if the revenues are collected within sixty days after year-end. Property taxes, sales taxes, franchise taxes, licenses, and interest are susceptible to accrual. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under leases are reported as other financing sources.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - BASIS OF PRESENTATION, BASIS OF ACCOUNTING (Continued)

Under the terms of grant agreements, the City funds certain programs by a combination of specific cost-reimbursement grants, categorical block grants, and general revenues. Thus, when program expenses are incurred, there are both restricted and unrestricted net position available to finance the program. It is the City's policy to first apply cost-reimbursement grant resources to such programs, followed by categorical block grants, and then by general revenues.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent liabilities at the date of the financial statements. Actual results could differ from those estimates.

Fair Value of Financial Instruments

The City's financial instruments consist of investments in securities, bonds and notes payable. The City estimates that the fair value of all its financial instruments does not differ materially from their aggregate carrying values in the accompanying statement of net position. The estimated fair value amounts have been determined by the City using available market information and appropriate valuation methodologies. Considerable judgment is necessarily required in interpreting market data to develop the estimates of fair value, and, accordingly, the estimates are not necessarily indicative of the amounts that the City could realize in a current market exchange. None of the financial instruments are held for trading purposes.

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources and Equity

Cash Equivalents and Investments
The City pools idle cash from all funds for the purpose of increasing income through investment activities. A "Pooled Cash" concept is used in maintaining the cash and investment accounts in the accounting records. Under this method, all cash is pooled for investment purposes and each fund has equity in the pooled amount. All amounts included in pooled cash and investments with an original maturity of 90 days or less are considered to be cash equivalents for the purposes of the statement of cash flows.

Investments are stated at fair value.

Restricted Cash and Investments
The amount of cash held representing utility deposits is classified as restricted on the *Statement of Net Position–Proprietary Funds*. In addition, certain proceeds of joint utility revenue bonds, as well as resources set aside for their repayment, and resources set aside to fund capital asset replacements and landfill closure obligations, are classified as restricted as their use is limited.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - BASIS OF PRESENTATION, BASIS OF ACCOUNTING (Continued)

Receivables

Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied each year on July 1 on the taxable valuation of property located in the City as of the preceding January 1. The taxable valuations for the various classes of property are determined by the County Assessor and the State of New Mexico Department of Taxation and Revenue at one-third of assessed valuation. Taxes are payable in two equal installments on November 10 and April 10 and become delinquent after 30 days. Property taxes receivable are deemed to be substantially collectible.

All trade receivables are shown net of an allowance for uncollectible amounts. The allowance for doubtful accounts is based on management's assessment of the collectability of specific customer accounts, the aging of the accounts receivable, historical experience, and other currently available evidence. Notes receivable in the statement of net position consist of rehabilitation and redevelopment loans that are generally not expected or scheduled to be collected in the subsequent year.

Inventories and Prepaid Items

Inventories are valued at cost using the weighted average cost method. The costs of governmental fund-type inventories are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets are defined as assets with an initial individual cost or fair value of $5,000 or greater and an estimated useful life of more than one year. Purchased and constructed capital assets are reported at cost or estimated historical cost. Donated capital assets are recorded at acquisition value at the date of donation. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. The City has retroactively reported all major general infrastructures in these financial statements.

In accordance with provisions of GASB Statement No. 34, the City regards library materials (e.g., books, tapes, etc.), as individual assets versus collections and, therefore, they are not capitalized. Museum collections and exhibits are considered a collection but are not capitalized as allowed by GASB 34. Also, the initial purchase of software meeting the City's capital asset definition is capitalized; however, periodic costs for software upgrades are not capitalized due to the rapid change in technology.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - BASIS OF PRESENTATION, BASIS OF ACCOUNTING (Continued)

Capital assets are depreciated using the straight-line method over the following estimated useful life:

Asset Class	Estimated Useful Life (years)
Infrastructure	30-50
Land improvements	30
Buildings & Improvements	30
Vehicles	4-12
Office equipment	3-10
Computer equipment	3-10

Accounts and contracts payable

The liability for accounts and contracts payables reported in the government-wide and proprietary fund statement consists of unpaid amounts due to vendors and amounts for unpaid contracts.

Long-term Debt

In the government-wide financial statements, long-term debt is reported as liabilities in the applicable governmental activities statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method of the straight-line method if the difference from the effective interest method is minimal.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of the debt issued is reported as other financing sources while discounts on debt issuance are reported as other financing uses.

Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service.

Net Pension Liability

For purposes of measuring the net position liability, deferred outflows of resources and deferred inflows of resources related to net pension liability and pension expense. Information about the fiduciary net position of the Public Employee Retirement Authority (“PERA”) and additions to/deduction from PERA’s fiduciary net position have been determined on the same basis as they are reported by PERA, on the economic resources measurement focus and accrual basis of accounting. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - BASIS OF PRESENTATION, BASIS OF ACCOUNTING (Continued)

Net OPEB Liability

For purposes of measuring the net post-employment liability, deferred outflows of resources and deferred inflows of resources related to post-employment, and post-employment expenses, information about the fiduciary net position of the Retiree Health Care Act ("RCHA") and additions to/deduction from RHCA's fiduciary net position have been determined on the same basis as they are reported by RHCA, on the economic resources measurement focus and accrual basis of accounting. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Compensated Absences

The liability for compensated absences reported in the government-wide and proprietary fund statements consists of unpaid, accumulated annual and sick leave balances. The liability has been calculated using the vesting method, in which leave amounts for both employees who currently are eligible to receive termination payments and other employees who are expected to become eligible in the future to receive such payments upon termination are included.

Pollution Remediation

The City has implemented the provisions of Government Accounting Standards Board Statement No. 49, *Accounting and Financial Reporting for Pollution Remediation,* obligations. Accordingly, liabilities are accrued in government-wide and proprietary fund financial statements when certain obligating events occur. Accrued pollution remediation costs are expensed unless they meet the criteria for capitalization in GASB Statement No. 49.

Fund Balance

Prior to FY2011, the City reported the governmental fund balances as Reserved and Unreserved. Effective FY2011, the City implemented GASB 54 and reports the governmental fund balances in five categories, which include:

1) Non-spendable fund balance – amounts that are not in a spendable form or are required to be maintained intact. Examples are inventory or long-term receivables.

2) Restricted fund balance – amounts that can be spent only for the specific purposes imposed by creditors, grantors, contributors, or laws and regulations of other governments. An example is federal grants.

3) Committed fund balance – amounts to be used for specific purposes as determined by Council resolution, a formal action of the City's highest level of decision-making authority. Commitments established by the City Council may be changed or lifted only by an action of the City Council through resolution, taking the same formal action that imposed the original constraint.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - BASIS OF PRESENTATION, BASIS OF ACCOUNTING (Continued)

4) Assigned fund balance – amounts *intended* to be used by the City for specific purposes. Intent can be expressed by the City Council, or by an official or body to which the City Council delegates the authority. In governmental funds other than the General Fund, assigned fund balance represents the amount that is not restricted or committed but has been earmarked by the governing body.

5) Unassigned fund balance – is the residual classification for the General Fund and includes all spendable amounts not contained in the other classifications. In other funds, the unassigned classification should be used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

It is essential that the City maintains adequate levels of fund balance in the General Fund to mitigate revenue fluctuations and unanticipated expenditures. Therefore, the City has adopted a formal fund balance policy. This policy establishes a minimum amount to be held in the General Fund's fund balance at 16.66% (or 2/12) of the annual budgeted expenditures. This policy applies only to the chief operating fund of the City - the General Fund. The State of New Mexico requires a 1/12 reserve to be maintained in the General Fund. The 2/12 reserve is reported in the financial statements as Unassigned Fund Balance. For the year ended June 30, 2025, the General Fund's budgeted expenditures were $153,017,120. Accordingly, the required reserve was $25,502,853.

When multiple categories of fund balance are available for expenditure (for example, a construction project funded partly by a grant, funds set aside by the City Council, and unassigned fund balance), the City will start with the most restricted category and spend those funds first before moving down to the next category of available funds.

City of Las Cruces

Notes to Financial Statements
June 30, 2025

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - BASIS OF PRESENTATION, BASIS OF ACCOUNTING (Continued)

The City of Las Cruces reports fund balances by specific function. These functions may include multiple purposes for the use of these fund balances. Further detail for certain major functions is listed below:

	General Fund	Other Govt. Funds	Total
Non-Spendable:			
Inventories	$1,823,077	$ -	$1,823,077
Restricted for:			
General government	-	271,744	271,744
Economic development	2,368,908	8,441,383	10,810,291
Public Safety			
Police	99,084	5,319,201	5,418,285
Fire	-	316,439	316,439
Municipal Court	-	419,894	419,894
Housing & Community Development			
Affordable Housing Trust	-	7,495,885	7,495,885
Housing & Community	100,000	52,916	152,916
Park & Recreation	779,149	4,844,244	5,623,393
Public Works			
Streets	-	10,663,702	10,663,702
Flood Control	-	8,818,371	8,818,371
Facilities Maintenance	7,000	34,809,713	34,816,713
Downtown	-	20,361,558	20,361,558
Griggs & Walnut	-	6,320,681	6,320,681
Quality of Life	1,493,277	1,035,093	2,528,370
Debt Service	-	16,625,703	16,625,703
Health Related Programs	-	43,925,143	43,925,143
Committed:			
Health-related programs	-	614,563	614,563
Debt Service	15,423,227	-	15,423,227
Police	3,356,674	-	3,356,674
Public Works	4,500,000	-	4,500,000
Transportation	3,371,338	-	3,371,338
Quality of Life	2,735,136	-	2,735,136
Economic Development	754,728	-	754,728
Assigned to:			
Economic Development	1,655,636	-	1,655,636
Vehicle Acquisition Fund			
Vehicle Replacement Reserve	1,109,845	-	1,109,845
Unassigned	30,983,596	-	30,983,596
Total Fund Balance	**$ 70,560,675**	**$ 170,336,233**	**$ 240,896,908**

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - BASIS OF PRESENTATION, BASIS OF ACCOUNTING (Continued)

Net Position: Is reported in the government-wide and proprietary fund financial statements and is classified into the following three components:

a. **Net Invested in Capital Assets** this component consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

b. **Restricted Net Position** results when constraints are placed on the use of resources either: 1) Externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or 2) Imposed by law through constitutional provisions or enabling legislation.

c. **Unrestricted Net Position** this component consists of net position that does not meet the definition of "net investment in capital assets" or "restricted net position."

Budgets

The City budget is prepared on a basis consistent with accounting principles generally accepted in the United States of America (GAAP), using an estimate of the anticipated revenues and expenditures. Annual appropriated budgets are adopted for all funds. All unexpended appropriations will lapse at the end of the fiscal year. The State of New Mexico Department of Finance and Administration (DFA) allows GAAP budgeting to the extent cash and investments required for operations are available. Budgets of the City's component unit (SCSWA) are also prepared on a GAAP basis.

New Mexico State law prohibits a municipality from making expenditures more than approved appropriations. For local governments, the legal level of budgetary control is at the fund level. If a fund is not overspent, it is in compliance with state law. The budget may be amended by the City Council; however, DFA approval must be obtained on budget increases and budget transfers between funds.

Adoption of New Accounting Pronouncements

GASB has issued the following statements that have been implemented by the City for the year ended June 30, 2025:

- Statement No. 101, Compensated Absences

New Accounting Pronouncements

The following accounting pronouncements have been recently issued, but not yet adopted by the City. Management anticipates that, upon adoption, none of these statements will have a significant impact on the City's financial position or results of operations. Pronouncements that are not applicable to the City, have been omitted.

- Statement No. 102, *Certain Risk Disclosures*
- Statement No. 103, *Financial Reporting Model Improvements*
- Statement No. 104, *Disclosure of Certain Capital Assets*

City of Las Cruces

Notes to Financial Statements
June 30, 2025

NOTE 3: CASH AND INVESTMENTS

The City centralized pooling consolidates cash and investments balances of all funds with the City Treasurer except for restricted funds generally held by outside custodians and certain special revenue, debt service reserve, and capital projects funds. The cash and investment pool is not reported as a trust and custodial fund. Each fund's equity in the pool is included in "Cash and investments" on its balance sheet or statement of net position.

Cash and investments	
Government activities	$ 54,662,005
Business-type activities	22,868,341
Total primary government	77,530,346
South Central Solid Waste Authority	5,085,338
Restricted cash and investments	
Government activities	183,300,473
Business-type activities	17,841,307
Total primary government	201,141,780
Fiduciary Activities	5,260,650
South Central Solid Waste Authority	6,832,887
Total cash and investments -fund financials	$ 295,851,001

Centralized pooling consolidation of cash and investments balances of all funds:

Treasury centralized pooled cash and investments consolidation		
Total pooled cash and investments - fund financials	$	295,851,001
Less: Treasury's centralized pooled cash and investments		(201,267,678)
Add:: Treasury's centralized pooled cash and investments - Government Activities		618,792
Other Cash & Investments		95,202,115
Carrying amount of bank deposits		5,545,830
Investments		193,905,781
Accrued interest - Pooled Investments		1,816,067
Pooled Cash & Investments		201,267,678
Total cash and investments	$	296,469,793

City of Las Cruces

Notes to Financial Statements
June 30, 2025

NOTE 3: CASH AND INVESTMENTS (Continued)

Total cash and investments at fair value are as follows:

	Pooled Cash & Investments	Other Cash & Investments	Total
Carrying amount of bank deposits	$ 5,545,830	$ 7,861,443	$ 13,407,273
Investments	193,905,781	68,012,528	261,918,309
Cash on hand	-	16,313	16,313
Cash with fiscal agent	-	19,311,831	19,311,831
Accrued interest - Pooled Investmer	1,816,067	-	1,816,067
Total Schedule of Deposits and Investments	$ 201,267,678	$ 95,202,115	$ 296,469,793

Bank Balance of Deposits

Custodial Credit Risk – Deposits. Custodial credit risk is the risk that in the event of a bank failure, the government's deposits may not be returned to it. The City's investment ordinance requires collateralization of 100% of the uninsured portion of the City's deposits with financial institutions. Securities pledged by financial institutions are accepted at market value, except obligations of the State of New Mexico and its subdivisions, which are accepted at par value. As of June 30, 2025, the City's deposits, totaling $18,335,545 were insured by FDIC or collateralized by a letter of credit with FHLB CINCINNATI valued at $56,000,000 and thus was not exposed to custodial credit risk.

Investments

The City's investment policy allows investment in: a) U.S. Treasury obligations; b) U.S. government agency and instrumentality obligations; c) obligations of state and local governments, school districts and public authorities which are rated in the top three rating categories by a nationally recognized rating agency; d) repurchase agreements whose underlying securities and/or collateral consist of allowed investments described in (a) or (b) above; e) accounts of deposit at federally-insured financial institutions; f) pooled funds maintained by the State Treasurer; and g) mutual funds whose portfolios consist solely of allowed investments.

The City may also invest money identified as long-term in the pools of the New Mexico State Council (SIC) subject to annual review and approval by the City Council. The SIC is a component unit of the primary government of the State of New Mexico. The fair value of the City's position in the SIC pools is the same as the value of the pool shares.

City of Las Cruces

Notes to Financial Statements
June 30, 2025

NOTE 3: CASH AND INVESTMENTS (Continued)

As of June 30, 2025, the City had the following investments:

Investment Type	Fair Value	Weighted Avg Maturity Yrs
Pooled Investments		
First American Treasury Obligations	$ 31,500,237	N/A
U.S. agency coupon and discount bonds	62,568,989	0.66
Municipal bonds	9,899,616	0.77
U.S. treasury bills and notes	89,192,999	0.75
Negotiable CDs	743,940	0.22
Total Pooled Cash Investments	193,905,781	
Affordable Housing Trust Fund		
U.S. agency coupon and discount bonds	986,690	0.36
Total Affordable Housing Trust Fund	986,690	
American Rescue Plan Act		
U.S. agency coupon and discount bonds	2,002,360	0.06
U.S. treasury bills and notes	5,003,600	0.12
Total American Rescue Plan Act	7,005,960	
National Opioid Settlement Fund		
U.S. agency coupon and discount bonds	986,690	0.2
U.S. treasury bills and notes	806,440	0.54
Total National Opioid Settlement Fund	1,793,130	
Griggs and Walnut Plume Fund		
U.S. treasury bills and notes	5,040,250	1.21
Total Griggs and Walnut Plume	5,040,250	
Capital Projects		
U.S. agency coupon and discount bonds	6,413,485	0.26
U.S. treasury bills and notes	2,520,125	0.34
Total Capital Projects	$ 8,933,610	

Interest Rate Risk. The City does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The investment pool does not include any step-up coupon securities that are issued by U.S. government agencies that are callable by the issuer under certain circumstances. For purposes of calculating weighted average maturity, the City uses years to maturity.

Credit Risk. The City's investment policy lists the criteria for selecting investments and the order of priority as follows: 1) safety; 2) liquidity; and 3) yield. As of June 30, 2025, the City's investments in coupon bonds of U.S. agencies and Municipal Bonds were rated AA+ or better by Standard & Poor's and Aaa by Moody's Investors Service. The external investment pools of the New Mexico State Investment Council are not rated.

NOTE 3: CASH AND INVESTMENTS (Continued)

Custodial Credit Risk. For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The City's investment policy requires that securities held in street name with a broker or dealer be insured, and that all other securities be held by the City or a third-party safekeeping financial institution acting as trustee for the City. As of June 30, 2025, all the City's securities are held in either the street name or by a third-party financial institution in the City's name.

Concentration of Credit Risk. The City's formal investment policy places no limit on the amount the City may invest in any one issuer. As of June 30, 2025, 33% of the City's investment pool portfolio was in Federal Farm Credit Bank (FFCB), 2% in Federal Agricultural Mortgage Corporation (FAMC), 4% was in Fannie Mae (FNMA), 6% was in Municipal Bonds, 54% were in U.S. Treasury Bills and Notes, and 1% was in Certificates of Deposits.

The Affordable Housing Trust Fund portfolio invested 100% in Fannie Mae (FNMA); the America Recovery Plan Act Fund portfolio, 29% was in Federal Home Loan Bank (FHLB), and 71% was in U.S. Treasury Notes. Of the National Opioid Settlement Fund, 55% was in Fannie Mae (FNMA), and 45% was in U.S. Treasury. Of Griggs and Walnut Plume Fund portfolio, 100% was in in U.S. Treasury Notes. Of the Capital Projects portfolio, 72% was in Fannie Mae (FNMA), and 28% was in U.S. Treasury Notes.

Fair Market Value Hierarchy. The City categorizes its fair value measurement within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets: Level 2 inputs are significant other observable inputs: Level 3 inputs are significant unobservable inputs. The valuation method for recurring fair value measurements of investments is the market approach.

The City has the following recurring fair value measurements as of June 30, 2025:

Investment Type	Level 1	Level 2
New Mexico State Investment Councils Pool	$ 32,523,614	$ 11,729,274
First American Treasury Obligations	-	31,500,237
U.S. Agencies Coupon Bonds	-	72,958,213
U.S. Treasuries Securities	-	102,563,414
Municipal bonds	-	9,899,617
Negotiable CDs	-	743,940
Total Pooled Investments	$ 32,523,614	$ 229,394,695

New Mexico State Investment Council Pools of $32.5 million are valued using quoted market prices (level 1 inputs).

NOTE 3: CASH AND INVESTMENTS (Continued)

The U.S. Agency bonds, Treasury obligations money market fund, U.S. Treasury securities, negotiable certificates of deposits, Municipal bonds and $11.7 million of the New Mexico State Investment Council Pools are valued using a matrix pricing model (level 2 inputs).

Investment Pools. The City's investment in Pools is reported at an amount determined by the fair value per share of the pool's underlying portfolio, unless the pool is a 2a7-like, in which case they are reported at share value. A 2a7-like pool is one which is not registered with the Securities and Exchange commission ("SEC") as an investment company, but nevertheless has a policy that it will, and does operate in a manner consistent with the SEC's Rule 2a7 of the Investment Act of 1940.

The City's investment in pools as of June 30, 2025, are shown below:

	Reported Amount	Weighted Average Fair Value	Maturity
State Investment Council Large Cap Active Equity Pool	$ 16,722,524	$ 16,722,524	N/A
State Investment Council Large Cap Index Equity Pool	11,729,274	11,729,274	N/A
State Investment Council Non-U.S. Developed Equity Pool	5,175,732	5,175,732	N/A
State Investment Council Mid/Small Cap Equity Pool	10,625,358	10,625,358	N/A
	$ 44,252,888	$ 44,252,888	

City of Las Cruces

Notes to Financial Statements
June 30, 2025

NOTE 4: CAPITAL ASSETS

Primary Government

Governmental Activities

Capital asset activity for the city for the year ended June 30, 2025 was as follows:

	Beginning Balance	Additions	Retirements	Transfers	Ending Balance
Governmental activities					
Capital assets not being depreciated/amortized					
Land and land rights	$ 34,160,307	$ 705,068	$ -	$ -	$ 34,865,375
Land improvements	19,125,120	-	-	-	19,125,120
Construction in progress	35,264,851	26,291,135	(137,188)	(22,071,754)	39,347,044
Total capital assets not being depreciated/amortized	88,550,278	26,996,203	(137,188)	(22,071,754)	93,337,539
Other capital assets					
Buildings and building improvements	223,270,712	2,074,414	-	6,253,075	231,598,201
Airport runways/infrastructure	600,480	-	-	-	600,480
Infrastructure	6,874,089	543,550	-	20,685	7,438,324
Park improvements	47,855,534	4,067,376	-	13,109,193	65,032,103
Land improvement remediation	7,553,576	-	-	-	7,553,576
Machinery and equipment	75,532,226	7,703,854	(1,136,677)	107,938	82,207,341
Roads network	430,986,210	15,813,927	(495,921)	1,494,480	447,798,696
Flood control network	52,892,590	3,942,040	(9,784)	1,194,321	58,019,167
Right to use lease assets:					
Land	668,088	-	-	-	668,088
Buildings	9,392,357	106,980	-	-	9,499,337
Right to use subscription assets	1,637,307	4,497,017	(617,211)	-	5,517,113
Total other capital assets at cost	857,263,169	38,749,158	(2,259,593)	22,179,692	915,932,426
Less accumulated depreciation/amortization					
Buildings and building improvements	(81,028,635)	(7,753,125)	-	-	(88,781,760)
Airport runways/infrastructure	(51,437)	(25,796)	-	-	(77,233)
Infrastructure	(879,554)	(312,571)	-	-	(1,192,125)
Park improvements	(12,067,972)	(1,856,456)	-	-	(13,924,428)
Land improvement remediation	(1,353,426)	(142,934)	-	-	(1,496,360)
Machinery and equipment	(60,553,873)	(5,143,561)	1,136,677	(107,938)	(64,668,695)
Roads network	(242,343,977)	(10,690,589)	495,921	-	(252,538,645)
Flood control network	(20,624,501)	(1,582,288)	9,784	-	(22,197,005)
Right to use lease assets:					
Land	(249,099)	(20,651)	-		(269,750)
Buildings	(1,225,673)	(604,399)	-		(1,830,072)
Right to use subscription assets	(950,582)	(1,459,891)	617,211	-	(1,793,262)
Total accumulated depreciation/amortization	(421,328,729)	(29,592,261)	2,259,593	(107,938)	(448,769,335)
Total other capital assets at historic cost, net	435,934,440	9,156,897	-	22,071,754	467,163,091
Governmental activities capital assets, net	$ 524,484,718	$ 36,153,100	$ (137,188)	$ -	$ 560,500,630

Less:	
Outstanding principal on capital-related debt	$ 145,527,593
Outstanding other capital-related liabilities (accounts payable)	8,831,903
Unamortized premium on capital-related debt	10,101,750
Outstanding leases and SBITA's payable	11,248,229
Plus:	
Debt related to settlement	18,090,000
Unamortized balance of capital-related deferred outflows	-
Net investment in capital assets	**$ 402,881,155**

NOTE 4: CAPITAL ASSETS (Continued)

Depreciation and amortization expense was charged to governmental departments and internal service funds as follows:

Governmental Activities		
Police	$	3,425,527
Fire		1,819,316
Quality of Life		1,329,568
Public Works		17,536,555
General Government		3,212,937
Parks and Recreation		61,066
Economic Development		2,029,999
Community Development		160,759
Internal Service Funds		16,534
Total depreciation & amortization expense	$	29,592,261

Land and land rights increased by $705 thousand due to the acquisition of two plots of land contributed by the developer of neighborhood parks in the Metro Central subdivision.

Construction-in-progress (CIP) had a net decrease of $4.1 million. CIP additions in the amount of $26.3 million were due to ongoing and new construction projects, which included Highland Community Park, a new Transit Maintenance Facility, Arts and Cultural District improvements, East Mesa Recreation Complex Phase 1, Veteran's Park parking lot, Fire Station No. 9, expansions to the Munson Senior Center, Casa de Peregrinos Food Pantry, Cortez Drive improvements, Madrid Avenue extension, Amador Crossing Affordable Housing Complex, and sports field light poles. Retirements of CIP in the amount of $137 thousand were the result of cancelling the building of city-owned film studio facilities. Decreases in CIP as transfers of $22.1 million were due to the completion of various projects, which included a new Transit Maintenance Facility, East Mesa Recreation Complex Phase 1, Bellamah Drive and Midway Avenue reconstruction, and Sage Café Senior Center Expansion Phase 1.

Buildings and building improvements increased by $8.3 million. Additions of $2.1 million were due to construction and improvements of the Mesilla Valley Community of Hope Dental Facility, Branigan Cultural Center, Children's Museum, remodeling of the cashiering suite at City Hall, and a shooting range. Transfers in the amount of $6.3 million were due to the completion of the new Transit Maintenance Facility and Sage Café Senior Center Expansion Phase 1.

General City infrastructure increased by $564 thousand due to the addition of new electric vehicle charging stations and a new monitoring well for the Griggs-Walnut pollution remediation site. Transfers in the amount of $21 thousand were due to the completion of vapor intrusion mitigation improvements at the Griggs-Walnut pollution remediation site.

NOTE 4: CAPITAL ASSETS (Continued)

Park improvements increased by $17.2 million. Additions of $4.1 million were due to park improvements that included High Noon Soccer Fields, Klein Park, Provencio Van Dame Fields, playground equipment at various parks, and the acquisition of new neighborhood parks in the Metro Central subdivision. Transfers of $13.1 million were due to the completion of the East Mesa Recreation Complex Phase 1.

Machinery and equipment had a net increase of $6.7 million. The city spent $7.7 million on equipment and vehicle purchases for Las Cruces Police and Fire Departments, Public Works, Parks & Recreation, Quality of Life, Facilities, and other city departments. Decrease in machinery and equipment of $1.1 million was due to the retirement of items sold at public auctions. A net increase in transfers of $108 thousand was due to the sale of Utilities vehicles to the Public Works and Fleet departments and the transfer of a vehicle from Public Works to Utilities.

Road network had a net increase of $16.8 million. $15.8 million in additions were due to infrastructure contributions from developers, annual surfacing and pavement replacement projects, median improvements, and traffic system modernization. Retirements in the amount of $496 thousand were due to infrastructure dispositions. Transfers of $1.5 million were due to the completion of construction-in-progress projects, which included the reconstruction of Bellamah Drive and Midway Avenue.

Flood control network had a net increase of $5.1 million. Additions of $3.9 million were due to contributions from developers, annual road/drainage surfacing and manhole replacement projects, and the Brittany Estates project. Retirements of $10 thousand were due to infrastructure dispositions. Transfers of $1.2 million were due to the completion of construction-in-progress projects, which included the reconstruction of Bellamah Drive and Midway Avenue

Right to use lease buildings increased by $107 thousand for the lease of a downtown building for the Metropolitan Planning Organization.

Right to use subscription assets had a net increase of $3.9 million. Additions of $4.5 million included new software subscriptions for camera software for a Real Time Crime Center, pavement management software, and enterprise server software and licenses. Retirements in the amount of $617 thousand were due to the termination of a contract for cloud-based reporting software.

NOTE 4: CAPITAL ASSETS (Continued)

Business Type Activities

Capital asset activity for business type activities (BTA) for the year ended June 30, 2025 was as follows:

	Beginning Balance	Restatement due to IG 2021-1 Group Assets	Restated Beginning Balance	Additions	Retirements	Transfers	Ending Balance
Business type activities							
Capital assets not being depreciated/amortized							
Land and water rights	$ 15,443,479	$ -	$15,443,479	$ -	$ -	$ -	$ 15,443,479
Construction-in-progress	24,585,799	-	24,585,799	13,195,105	-	(33,368,105)	4,412,799
Total capital assets not being depreciated/amortized	40,029,278	-	40,029,278	13,195,105	-	(33,368,105)	19,856,278
Other capital assets							
Buildings and building improvements	15,942,784	-	15,942,784	33,232	-	26,357,630	42,333,646
Airport infrastructure	34,936,732	-	34,936,732	133,211	-	-	35,069,943
Transit infrastructure	12,115	-	12,115	-	-	-	12,115
Land improvements	338,691	-	338,691	-	-	-	338,691
Distribution and collection system	152,555,843	-	152,555,843	5,691,125	(51,728)	543,671	158,738,911
Utilities transmission	311,805,060	-	311,805,060	1,691,175	(4,602)	6,124,304	319,615,937
Machinery and equipment	46,774,422	8,016,211	54,790,633	6,151,262	(2,486,817)	234,562	58,689,640
Right to use lease assets:							
Land	1,242,185	-	1,242,185	-	-	-	1,242,185
Equipment	155,923	-	155,923	-	(75,437)	-	80,486
Right to use subscription assets	415,420	-	415,420	60,972	-	-	476,392
Total other capital assets at historic cost	564,179,175	8,016,211	572,195,386	13,760,977	(2,618,584)	33,260,167	616,597,946
Less accumulated depreciation/amortization							
Buildings and building improvements	(7,640,860)	-	(7,640,860)	(549,861)	-	-	(8,190,721)
Airport infrastructure	(17,650,589)	-	(17,650,589)	(968,674)	-	-	(18,619,263)
Transit infrastructure	(135)	-	(135)	(403)	-	-	(538)
Land improvements	(282,294)	-	(282,294)	(5,378)	-	-	(287,672)
Distribution and collection system	(80,083,546)	-	(80,083,546)	(3,420,341)	51,728	(51,377)	(83,503,536)
Utilities transmission	(124,390,988)	-	(124,390,988)	(8,220,695)	4,602	-	(132,607,081)
Machinery and equipment	(32,181,427)	(4,213,864)	(36,395,291)	(4,651,205)	2,450,362	159,315	(38,436,819)
Right to use lease assets:							
Land	(496,895)	-	(496,895)	(66,015)	-	-	(562,910)
Equipment	(89,770)	-	(89,770)	(41,801)	75,437	-	(56,134)
Right to use subscription assets	(228,031)	-	(228,031)	(99,242)	-	-	(327,273)
Total accumulated depreciation/amortization	(263,044,535)	(4,213,864)	(267,258,399)	(18,023,615)	2,582,129	107,938	(282,591,947)
Total other capital assets at historic cost, net	301,134,640	3,802,347	304,936,987	(4,262,638)	(36,455)	33,368,105	334,005,999
Business type activities capital assets, net	$ 341,163,918	$ 3,802,347	$ 344,966,265	$ 8,932,467	$ (36,455)	$ -	$ 353,862,277

Less:	
Outstanding principal on capital-related debt	69,715,000
Outstanding other capital-related liabilities (accounts payable)	324,608
Unamortized premium on capital-related debt	6,585,555
Outstanding leases and SBITA's payable	920,338
Plus:	
Unamortized discounts on capital-related debt	-
Unamortized balance of capital-related deferred outflows	-
Net investment in capital assets	**$ 276,316,776**

NOTE 4: CAPITAL ASSETS (Continued)

Depreciation and amortization expense was charged to business type activity funds as follows:

Business Type Activities		
Airport	$	1,130,779
Gas		2,714,523
Water		5,324,642
Wastewater		5,605,433
Solid Waste		2,374,877
Transit		873,361
Total depreciation & amortization expense	$	18,023,615

Construction-in-progress (CIP) had a net decrease of $20.2 million. Additions of $13.2 million were due to the construction of a new Transit Maintenance Facility, Brittany Estates Project, a new booster pump at the East Mesa Water Reclamation Complex, Stern Drive Waterline Extension, reconstruction of Runway 4/22 at the Las Cruces Airport, and utilities infrastructure related to Cortez Drive Improvements and Madrid Avenue Extension. Decreases for transfers in the amount of $33.4 million were due to the completion of various projects, which included the completion of the new Transit Maintenance Facility, airport terminal building renovations, Brittany Estates utilities and sewer line extension project, a UV disinfection system for a wastewater treatment plant, and the reconstruction of Bellamah Drive.

Buildings and building improvements increased by $26.4 million. Additions of $33 thousand were due to Water Quality Lab upgrades. Transfers in the amount of $26.4 million were due to the completion of a new Transit Maintenance Facility and the completion of terminal building renovations at the Las Cruces Airport.

Airport infrastructure increased by $133 thousand due to signage improvements, taxilane pole lights, and an ADA ramp/sidewalk project at the Las Cruces Airport.

Utilities distribution and collection had a net increase of $6.2 million. Additions of $5.7 million were due to capital contributions from developers, and various gas, water, and wastewater utilities projects that included new gas meter installations and booster station infrastructure. $52 thousand in retirements were due to utilities infrastructure dispositions. $544 thousand in transfers were from the completion of construction-in-progress projects for utilities that included North Main Street utilities relocation and East Mesa Water Reclamation Complex booster pump.

NOTE 4: CAPITAL ASSETS (Continued)

Machinery and equipment had a net increase of $11.9 million. Additions of $6.2 million were due to the purchase of vehicles and equipment. Retirements of $2.5 million were due to items sold through public auction and asset disposals. A $235 thousand increase in transfers was due to the net effect of the sale and exchange of vehicles between Utilities and governmental funds, and the transfer of construction-in-progress costs for five electric buses that were placed into service. A restatement of $8 million was due to the implementation of GASB Implementation Guide 2021-1, which requires the capitalization of groups of items that are material in the aggregate but don't meet the capitalization threshold individually, applying retroactively. The restated assets consist of residential curbside trash containers, commercial dumpsters, and residential curbside recycling containers owned by the City's Solid Waste Department. See Note 23 for the restatement.

Right to use lease equipment decreased by $75 thousand due to the termination of a lease for equipment used by the Transit department.

Right to use subscription assets increased by $61 thousand due to the inception of subscriptions for employee notification software and airport inspection software.

City of Las Cruces

Notes to Financial Statements
June 30, 2025

NOTE 4: CAPITAL ASSETS (Continued)

South Central Solid Waste Authority (Discretely Presented Component Unit)

Change in capital assets for the year ended June 30, 2025 are as follows:

	Balance June 30, 2024	Additions	Retirements	Transfers	Adjustments	Balance June 30, 2025
Capital assets not being depreciated						
Land	$ 807,276	$ -	$ -	$ -	$ -	$ 807,276
Construction in progress	-	269,071	-	-	-	269,071
Total	807,276	269,071	-	-	-	1,076,347
Capital assets being depreciated/amortized						
Right to use leased assets:						
Land	98,010	-	-	-	-	98,010
Buildings	881,923	620,519	-	-	-	1,502,442
Equipment	1,491,427	-	-	(260,000)	-	1,231,427
Subscription software	-	81,218	-	-	-	81,218
Buildings	6,940,768	-	(7,192)	-	-	6,933,576
Equipment	21,847,486	3,292,420	(295,066)	260,000	-	25,104,840
Infrastructure	1,491,284	16,081	-	-	-	1,507,365
Landfill cell/site	19,711,231	-	-	-	-	19,711,231
Total	52,462,129	4,010,238	(302,258)	-	-	56,170,109
Less accumulated depreciation/amortization						
Right to use leased assets:						
Land	5,921	2,326	-	-	-	8,247
Buildings	109,003	239,878	-	-	-	348,881
Equipment	940,475	263,620	-	(260,000)	-	944,095
Subscription software	-	6,800			-	6,800
Buildings	3,968,282	173,055	(7,192)	-	-	4,134,145
Equipment	15,219,001	2,017,712	(295,066)	260,000	-	17,201,647
Infrastructure	1,124,513	80,525	-	-	-	1,205,038
Landfill cell/site	7,539,112	859,177	-	-	-	8,398,289
Total accumulated depreciation & amortization	28,906,307	3,643,093	(302,258)	-	-	32,247,142
Total capital assets, net	$ 24,363,099	$ 636,216	$ -	$ -	$ -	$ 24,999,314

SCSWA depreciation and amortization expense was $3,643,093 for the year ended June 30, 2025.

NOTE 4: CAPITAL ASSETS (Continued)

A summary of leased assets for the year ended June 30, 2025 is as follows:

Leased Assets	Balance June 30, 2024	Additions	Deductions	Transfers	Adjustments	Balance June 30, 2025
Right to use leased assets being amortized						
Right to use leased land	$ 98,010	$ -	$ -	$ -	$ -	$ 98,010
Right to use leased buildings	881,923	620,519	-	-	-	1,502,442
Right to use leased equipment	1,491,427	-	-	(260,000)	-	1,231,427
Total right to use leased assets	2,471,360	620,519	-	(260,000)	-	2,831,879
Less accumulated amortization						
Right to use leased land	5,921	2,326	-	-	-	8,247
Right to use leased buildings	109,003	239,878	-	-	-	348,881
Right to use leased equipment	940,475	263,620	-	(260,000)	-	944,095
Total accumulated amortization	1,055,399	505,824	-	(260,000)	-	1,301,223
Total right to used leased assets, net	$ 1,415,961	$ 114,695	$ -	$ -	$ -	$ 1,530,656

A summary of subscription assets for the year ended June 30, 2025 is as follows:

SBITA Assets	Balance June 30, 2024	Additions	Deductions	Transfers	Adjustments	Balance June 30, 2025
Right to use subscription asset being amortized						
Right to use SBITA	$ -	$ 81,218	$ -	$ -	$ -	$ 81,218
Total right to use SBITA	-	81,218	-	-	-	81,218
Less accumulated amortization						
Right to use SBITA	-	6,800	-	-	-	6,800
Total accumulated amortization	-	6,800	-	-	-	6,800
Total right to used SBITA assets, net	$ -	$ 74,418	$ -	$ -	$ -	$ 74,418

NOTE 5: RECEIVABLES AND PAYABLES

Governmental activities receivables were as follows at June 30, 2025:

	Accounts Receivable	Allowance for Doubtful Accounts	Interest Receivable	Contracts Receivable	Special Assessments	Accounts Receivable Net	Leases Receivable	Total Governmental Activities
General Fund	$ 2,459,835	$ (1,634,195)	$ -	$ -	$ -	$ 825,640	$ 3,178,655	$ 4,004,295
Debt Service	-	-	-	-	10,756,577	10,756,577	-	10,756,577
Telshor Facility	2,300,000	-	-	-	-	2,300,000	-	2,300,000
Special Revenue Grants	62,925	-	113,630	-	-	176,555	-	176,555
Other Governmental Funds	4,530,392	(197,854)	3,578,522	4,269,314	4,008,671	16,189,045	-	16,189,045
Internal Service Funds	-	-	-	-	-	-	-	-
Total governmental receivables	$ 9,353,152	$ (1,832,049)	$ 3,692,152	$ 4,269,314	$ 14,765,248	$ 30,247,817	$ 3,178,655	$ 33,426,472

NOTE 5: RECEIVABLES AND PAYABLES (Continued)

Governmental Activities

Special assessments receivables of $4,008,671 and related interest receivable of $3,578,522 represent amounts due from local developers to reimburse the City for the construction of subdivisions or other improvements for residential development. Though a majority of special assessments are not scheduled for collection within the next fiscal year, amounts are expected to be fully collected. The receivables are deferred and reported in the Sonoma Ranch Fund.

Business-type activities receivables, leases receivables, and leases accrued interest receivables at June 30, 2025 were as follows:

	Accounts Receivable	Allowance for Doubtful Accounts	Accounts Receivables, Net	Leases Receivable	Leases Accrued Interest Receivable	Total Leases Receivable, Leases Accrued Interest Receivable, and Accounts Receivable, Net
Gas	$ 2,321,280	$ (431,820)	$ 1,889,460	$ -	$ -	$ 1,889,460
Water	3,789,614	(614,577)	3,175,038	-	-	3,175,038
Waste water	2,373,254	(423,948)	1,949,306	-	-	1,949,306
Solid waste	2,916,320	(469,515)	2,446,806	-	-	2,446,806
Other enterprise funds	5,145	(3,636)	1,509	31,346	7,997	40,852
Total business-type activities	$ 11,405,613	$ (1,943,496)	$ 9,462,119	$ 31,346	$ 7,997	$ 9,501,462

Business-type Activities

The accounts receivable for business-type activities are related to the provision of utility services to City customers. Receivables are shown net of an allowance for doubtful accounts. The allowance for doubtful accounts is based on management's assessment of the collectability of specific customer accounts, the aging of the accounts receivable, historical experience, and other currently available evidence. The leases receivable is related to GASB 87 – Leases. The city accrued $7,997 of interest lease receivable at June 30, 2025, as stated in Note 23 – Leases. Both leases are reported as current portion of leases receivable and current portion of leases interest receivable in the financial statements.

Governmental activities accounts payable and accrued liabilities at June 30, 2025 were as follows:

	Vendors	Accrued Salaries and Benefits	Accrued Taxes	Payable and Accrued Liabilities
Governmental activities				
General Fund	$ 6,825,490	118,809	142,234	7,086,533
Debt Service	-	-	-	-
Telshor Facility	517,785	-	-	517,785
Special Revenue Grants	2,362,330	-	-	2,362,330
Other governmental	9,156,536	202	-	9,156,738
Internal service funds	661,731	113	-	661,844
Total governmental activities	$ 19,523,872	119,124	142,234	19,785,230

NOTE 5: RECEIVABLES AND PAYABLES (Continued)

Business-type activities accounts payable, accrued liabilities, leases payable, and SBITAs payable at June 30, 2025 were as follows:

	Vendors	Accrued Salaries and Benefits	Accrued Interest	Taxes Payable	Leases Payable	SBITAs Payable	Total Acounts Payable, Accrued Liabilities, Leases Payable, and SBITAs Payable
Business-type activities							
Gas	$ 696,071	$ 681	$ 21,077	$ 77,078	$ 899	$ 24,086	$ 819,892
Water	1,243,670	4,762	127,351	104,083	70,092	24,086	1,574,044
Waste water	405,880	398	64,453	64,395	23,356	24,086	582,568
Solid waste	261,554	425	-	80,449	-	24,085	366,513
Other enterprise funds	768,491	557	-	-	-	3,720	772,768
Total business-type activities	$ 3,375,666	$ 6,823	$ 212,881	$ 326,005	$ 94,347	$ 100,063	$ 4,115,785

Business-type Activities

The leases payable is related to GASB 87 – Leases. The leases are reported as current leases payable in the financial statements. The SBITAs payable is related to GASB 96 – SBITAs. The SBITAs are reported as current subscription liability in the financial statements.

NOTE 6: INTERFUND ASSETS, LIABILITIES AND TRANSFERS

Primary Government

Governmental interfund receivables and interfund payables as of June 30, 2025, were as follows:

	Interfund Receivable	Interfund Payable	Total
Governmental activities			
General fund			
Special Revenue Grants funds	$ -	$ (146,878)	$ (146,878)
Nonmajor governmental funds	-	(127,175)	(127,175)
Transit funds	-	(5,385,488)	(5,385,488)
Nonmajor enterprise funds		(612,195)	(612,195)
Special Revenue Grants funds			
General fund	146,878	-	146,878
Nonmajor governmental funds			
General fund	127,175	-	127,175
Transit funds			
General fund	5,385,488		5,385,488
Nonmajor enterprise funds			
General fund	612,195	-	612,195
Total governmental activities	$ 6,271,736	$ (6,271,736)	$ -

NOTE 6: INTERFUND ASSETS, LIABILITIES AND TRANSFERS (Continued)

The governmental fund balances reflect short-term advances from the general fund to funds with a credit cash balance. Credit cash balances are related to grant activity where grant expenditures are followed by grant reimbursements. Grant funding is generally used for senior programs, certain police activities, and capital grants for equipment, roadways, flood control, and airport improvements.

Business-type Activities

Business-type activities interfund receivables and interfund payables as of June 30, 2025, were as follows:

	Interfund Receivable	Interfund Payable	Total
Business-type activities			
Major enterprise funds			
Water Development Fund	-	(1,157,812)	(1,157,812)
Waste Water Development Fund	1,157,812	-	1,157,812
Total business-type activities	$ 1,157,812	$ (1,157,812)	$ -

The business-type activities interfund balance reflect long-term advance of pooled cash between utilities. The water development fund, included in the water fund borrowed cash from the wastewater development fund, included in the wastewater fund in fiscal year 2012, with a ten-year repayment schedule including interest. The water development fund advance will be repaid in 2025 due to deferred payments.

Transfers between funds for the fiscal year ended June 30, 2025, consisted of the following:

	Transfer Out					
Transfers In	**General Fund**	**Nonmajor Govt Funds**	**Telshor Facility**	**Debt Service Funds**	**Nonmajor Enterprise Funds**	**Total**
General Fund	$ 7,993,569	$ -	$ -	$ 337,372	$ -	$ 8,330,941
Nonmajor Govt Funds	4,900,000	10,015,501	600,000	44,914	-	15,560,415
Debt Service Funds	14,725,098	3,648,000	-	-	-	18,373,098
Special Revenue Grants	41,728	-	-	-	-	41,728
Gas Fund	-	-	-	-	5,000	5,000
Wastewater Funds	1,000,000	-	-	-	-	1,000,000
Transit funds	5,087,266	-	-	-	-	5,087,266
Nonmajor Enterprise Funds	786,413	114,857	-	-	-	901,271
Internal Service Funds	2,980,673	-	-	18,254,765	-	21,235,438
Grand Total	**$ 37,514,748**	**$ 13,778,358**	**$ 600,000**	**$ 18,637,051**	**$ 5,000**	**$ 70,535,157**

The transfers, as listed above, were used for the following purposes throughout the year:

NOTE 6: INTERFUND ASSETS, LIABILITIES AND TRANSFERS (Continued)

1) $7.9 million were transferred between general funds. These transfers were to move monies from the specific funds that are required by statute or budget requirements to receipt said monies to the specific funds required by statute or budget requirement to expend said monies, where those funds differ from each other. $337 thousand were transferred from Debt Service Funds to general funds in order to zero out the balances in funds that were no longer in use and needed to be closed.

2) $4.9 million were transferred from the general fund to the non-major governmental funds to move Gross Receipts Tax and other revenues into project funds where they could be expended. $10.0 million were transferred between non-major governmental funds. This included $1.5 million from Flood Control Operations to Flood Control Capital funds and $8.5 million from TIDD revenue funds to TIDD project funds. $600 thousand were transferred from Telshor facility funds to non-major government funds to cover the Memorial Medical Center lease, and $45 thousand were transferred from debt service funds to non-major governmental funds in order to zero out the balances in funds that were no longer in use and needed to be closed.

3) $14.7 million from the general fund and $3.6 million from non-major governmental funds were transferred to debt service funds. Debt Service funds are used to pay for the interest and principal payments of certain types of debt, which are utilized to fund projects. Specific general and non-major governmental funds are used to collect monies receipted which are then transferred to the Debt Service funds to make the required debt repayments when due.

4) $42 thousand were transferred from the general fund to the special revenue grants fund to provide required match for grant funding for the Metropolitan Planning Organization.

5) $5 thousand were transferred from non-major enterprise funds to gas funds in order to zero out the balances in funds that were no longer in use and needed to be closed.

6) $1.0 million were transferred from the general fund to waste water funds to move Environmental Gross Receipts Taxes and Gross Receipts Taxes from the funds they were originally receipted to, to the funds where they were to be expended.

7) $5.1 million were transferred from the general fund to the transit funds to provide required match for grant funding.

8) $786 thousand were transferred from the general fund and $115 thousand from the non-major government fund to the non-major enterprise fund to provide required match for grant funding for the airport.

9) $3 million were transferred from the general fund to the internal service funds to move monies needed to pay for insurance premiums and $18.3 million were transferred from debt service fund to internal service funds to settle a lawsuit alleging police misconduct from a former LCPD officer.

City of Las Cruces

Notes to Financial Statements
June 30, 2025

NOTE 7: LONG-TERM LIABILITIES

Primary Government

Changes in long-term liabilities are as follows:

	Primary Government				
Governmental Activities	Beginning Balance	Increases	Decreases	Ending Balance	Amount Due Within One Year
General obligation bonds	$ 37,010,000	$ -	$ 5,640,000	$ 31,370,000	$ 4,550,000
Tax revenue bonds	64,315,000	18,255,000	7,235,000	75,335,000	8,020,000
Unamortized premium/discount on sales tax revenue bonds	5,324,151	-	539,256	4,784,895	539,256
Bonds from direct borrowing and direct placements	34,010,000	-	4,610,000	29,400,000	4,725,000
Unamortized premium/discount on bonds from direct borrowing and direct placements	5,926,902	-	610,047	5,316,855	610,047
Notes payable	12,463,202	-	3,040,609	9,422,593	2,474,652
Pollution remediation	5,167,913	1,439,572	-	6,607,485	-
Claims and judgements	13,862,723	-	1,115,710	12,747,013	3,368,553
Compensated absences *	7,221,109	1,520,026	-	8,741,135	1,748,227
Arbitrage	674,639	377,748	-	1,052,387	-
Long term debt & other liabilities	185,975,639	21,592,346	22,790,622	184,777,363	26,035,735
Leases payable	9,045,969	106,980	446,418	8,706,530	408,854
SBITA payable	534,329	3,700,215	1,692,846	2,541,699	1,261,727
Leases & SBITA liabilities	9,580,298	3,807,195	2,139,264	11,248,229	1,670,581
Governmental Activities long-term liabilities	195,555,937	25,399,541	24,929,886	196,025,592	27,706,316
Business-type Activities					
Utility revenue bonds	$ 56,465,000	$ -	$ 6,995,000	$ 49,470,000	$ 6,295,000
Unamortized discount/ premium on utility revenue bonds	3,727,899	-	594,836	3,133,063	594,836
Utility revenue bonds from direct borrowing and direct placements	17,410,000	-	580,000	16,830,000	625,000
Unamortized discount / premium on utility revenue bonds from direct	3,676,852	-	224,360	3,452,492	224,360
Notes payable from direct borrowing and direct placements	3,655,000	-	240,000	3,415,000	245,000
Landfill closure and post-closure costs (Note 8)	612,000	-	36,000	576,000	36,000
Compensated absences *	2,479,606	481,554	-	2,961,159	592,232
Long term debt & other liabilities	88,026,357	481,554	8,670,196	79,837,714	8,612,428
Leases payable	897,078	-	107,746	789,331	94,347
SBITA payable	169,085	60,972	99,051	131,007	100,063
Leases & SBITA liabilities	1,066,163	60,972	206,797	920,338	194,410
Business-type activities long-term liabilities	89,092,519	542,526	8,876,993	80,758,052	8,806,838
Total long-term liabilities	$ 284,648,455	$ 25,942,067	$ 33,806,879	$ 276,783,644	$ 36,513,154

* - The change in compensated absences above is a net change for the year.

NOTE 7: LONG-TERM LIABILITIES (Continued)

Net pension liability and net other postemployment benefit obligations have typically been liquidated in the fund to which the employees are assigned. For governmental activities, most pension liability and postemployment benefit obligations have been liquidated in the general fund. Claims and judgment liabilities have typically been liquidated in the general fund and the self-insurance fund (an internal service fund). Compensated absences typically have been liquidated in the fund to which the employees are assigned. For governmental activities, most compensated absences are liquidated in the general fund. For business-type activities, each major fund and transit have a significant share of the liquidations. The balances for compensated absences and claims and adjustments are adjusted to include all internal service fund balances in governmental activities. Additional details on the City's Compensated Absences can be found in Note 26.

General Obligation Bonds

The City held a special election on August 21, 2018. The electors of the City authorized the issuance of general obligation bonds to secure funds for the following purpose in the following amounts: Question 1 - $16.9 million to construct improvements to parks, including sport fields and other related facilities; Question 2 - $9.8 million to construct a new animal shelter facility and related improvement facilities; Question 3 - $6.2 million to construct a replacement fire station facility for Fire Station 3, including acquisition of necessary land; Question 4 - $2.7 million to construct and improve recreational walking, jogging, and biking trails including acquisition of necessary land.

In 2019, the City issued $18 million in General Obligation Bonds, Series 2019 with an average coupon rate of 4.41%. The proceeds of these bonds were used as follows: Question 1 - $6,491,090, Question 2 - $6,103,470, Question 3 - $4,156,980 and Question 4 - $1,248,460. The bonds require annual principal payments and semi-annual interest payments through August 1, 2030.

In 2020, the City issued $17.6 million in General Obligation Bonds, Series 2020 with an average coupon rate of 3.75%. The proceeds of these bonds were used as follows: Question 1 - $10,408,910, Question 2 - $3,696,530, Question 3 - $2,043,020 and Question 4 -$1,451,540. The bonds require annual principal payments and semi-annual interest payments through August 1, 2032.

During the general election held on November 8, 2022, the electors of the City authorized the issuance of general obligation bonds to secure funds for the following purpose in the following amounts: Question 1 - $10 million to acquire, plan, design, construct, and equip a new fire station facility, including acquisition of necessary land; Question 2 - $5 million to acquire, plan, design, construct, and equip the regional community recreation facility known as East Mesa Public Recreation Complex, including acquisition of necessary land; Question 3 - $6 million to provide resources to plan, design, construct, acquire, and preserve housing affordable for low to moderate income households, including acquisition of necessary land; Question 4 - $2 million to renovate and improve parks and recreational facilities.

City of Las Cruces

Notes to Financial Statements
June 30, 2025

NOTE 7: LONG-TERM LIABILITIES (Continued)

In 2023, the City issued $17 million in General Obligation Bonds, Series 2023 with an average coupon rate of 4.73%. The purpose of the bond proceeds was used as follows: Question 1 - $10, Question 2 - $5 million, and Question 4 - $2 million. The bonds require annual principal payments and semi-annual interest payments through August 1, 2036.

In 2024, the City issued $6 million in General Obligation Bonds, Series 2024 with an average coupon rate of 4.8%. The purpose of the bond proceeds was used as follows: Question 3 - $6 million. The bonds require annual principal payments and semi-annual interest payments through August 1, 2035.

The Constitution of the State of New Mexico limits the amount of general-purpose general obligation bonds that may be issued by a municipality to four percent of the taxable valuation of property located within the City limits. On June 30, 2025, assessed valuation is $3,387,525,330 for a maximum bonding capacity of $135,501,013. Total general obligation debt outstanding at year end was $31,370,000 with remaining debt capacity of $104,131,013.
General obligation bonds payable are as follows:

Type	Purpose	Original Date	Due Date	Issue	Balance Outstanding	Interest Rates %
General Obligation	Facilities and improve trails/parks	3/13/2019	2030	$ 18,000,000	$ 5,910,000	3-5
General Obligation	Facilities and improve trails/parks	9/24/2020	2032	$ 17,600,000	$ 8,275,000	2-5
General Obligation	Facilities and park improvements	3/30/2023	2036	$ 17,000,000	$ 13,035,000	4-5
General Obligation	Facilities and improvements	4/11/2024	2035	$ 6,000,000	$ 4,150,000	4.5-5
				$ 58,600,000	$ 31,370,000	

Future debt service requirement for general obligation bonds is:

Year Ending June 30,	Principal	Interest	Total
2026	4,550,000	1,204,325	5,754,325
2027	3,370,000	1,006,325	4,376,325
2028	3,370,000	842,750	4,212,750
2029	3,370,000	704,475	4,074,475
2030-2034	12,900,000	1,896,788	14,796,788
2035-2039	3,810,000	226,550	4,036,550
	$ 31,370,000	$ 5,881,213	$ 37,251,213

NOTE 7: LONG-TERM LIABILITIES (Continued)

Description of Bonds

State-shared Gross Receipts Tax Revenue Bonds, Series 2014, were issued to fund roadway construction and facility construction and equipment. The bonds are secured through maturity by state-shared gross receipts tax revenues. Such revenues totaled $52.7 million in 2025. For the current year, principal and interest paid was $900,000 and $46,350, respectively.

In 2014, Municipal Gross Receipts Revenue Bonds, Series 2014A were issued to fund street improvements. Series 2014A bonds are secured by certain future gross receipts tax through maturity. For the current year, such pledged revenues totaled $10.7 million. In fiscal year 2025, principal and interest payments on the bonds were $450,000 and $57,719, respectively.

The City issued $19,195,000 bond par amount in State-shared Gross Receipts Tax Refunding Bonds, Series 2015 to defease and refund the Series 2005 State-shared Gross Receipts tax bonds and pay the costs of issuance. The proceeds for the advance refunding were deposited in an irrevocable trust and the associated debt was defeased and subsequently called on June 1, 2015. The true interest cost on the new bond series is 2.73 percent with a final maturity of June 1, 2035. The net present value savings resulting from this refunding is $2,724,805. The difference in cash flow requirements to service the old debt of $29,526,983 and the cash flows to service the debt of $26,014,758 is $3,512,225. The bonds are secured through maturity by state-shared gross receipts tax revenues. Such revenues totaled $52.7 million in 2025. For the current year, principal and interest paid was $845,000 and $353,988, respectively.

In 2015, Hold Harmless Gross Receipts Revenue Bonds, Series 2015A and 2015B were issued to fund street and facility improvements and economic development projects. The Series 2015A and 2015B bonds are secured by certain future gross receipts tax through maturity. For the current year, such pledged revenues totaled $15.4 million. Principal payments on the bonds for the current year for the Series A and Series B bonds were $1,125,000 and $195,000, respectively. Interest payments were $478,775 and $100,279, respectively.

Taxable Subordinate Lien State-shared Gross Receipts Improvement Revenue Bonds, Series 2016 were issued to fund street and infrastructure improvements in the Metro Verde development area. The Series 2016 bonds are secured by a subordinate lien on certain future gross receipts tax through Maturity. For the current year, such pledged revenues totaled $52.7 million. The City expects to be reimbursed for costs of the project through the Metro Verde Voluntary Assessment District. Principal and interest payments on the bonds for the current year were $610,000 and $168,728, respectively.

The City issued $5,000,000 bond par amount in Flood Control Municipal Gross Receipts Tax Bonds, Series 2016. The bonds were issued to fund various flood control projects within the City. The Series 2016 bonds are secured by the fifth one-quarter of one percent municipal gross receipts tax revenues. For fiscal year 2025, such pledged revenues totaled $10.7 million. Principal and interest payments on the Series 2016 bonds in the current year were $280,000 and $28,200, respectively.

NOTE 7: LONG-TERM LIABILITIES (Continued)

In 2017, State-Shared Gross Receipts Tax Revenue Bonds, Series 2017 were issued to fund street and facility construction and improvement projects. The Series 2017 bonds are secured through maturity by state-shared gross receipts tax revenues. For the current year, such pledged revenues totaled $52.7 million. Principal and interest payments on the bonds in the current year were $645,000 and $122,550, respectively.

In 2018, the City issued $9.6 million in Hold Harmless Gross Receipts Revenue Bonds, Series 2018 in a private placement with the New Mexico Finance Authority. The proceeds of these bonds were used for the construction of a competitive pool enclosure. The Series 2018 bonds are secured by certain future gross receipts tax through maturity. For the current year, such pledged revenues totaled $15.4 million. Principal and interest payments on the bonds in the current year were $1,165,000 and $86,805 respectively.

Taxable Subordinate Lien State-shared Gross Receipts Improvement Revenue Bonds, Series 2019 were issued to fund street and infrastructure improvements in the Metro Verde development area. The Series 2019 bonds are secured by a subordinate lien on certain future gross receipts tax through Maturity. For the current year, such pledged revenues totaled $52.7 million. The City expects to be reimbursed for costs of the project through the Metro Verde Voluntary Assessment District. Principal and interest payments on the bonds for the current year were $575,000 and $189,084 respectively.

State-shared Gross Receipts Tax Revenue Bonds, Series 2020 with a bond par amount of $15,435,000 were issued to refund the 2010 Convention Center bonds and pay the costs of issuance. The proceeds for the refunding were deposited in an irrevocable trust and the associated bonds were defeased and subsequently called on June 1, 2020. The true interest cost on the new bonds series is 1.991 percent with a final maturity of June 1, 2039. The net present value savings resulting from this refunding is $4,279,605. The difference in cash flow requirements to service the old debt of $29,526,983 and the cash flows to service the refunding debt of $21,780,037 is $6,357,697. The bonds are secured through maturity by state-shared gross receipts tax and lodger's tax revenues. Such revenues totaled $52.7 million in 2025. For the current year, principal and interest paid was $625,000 and $482,256, respectively.

In 2020, the City issued $5.08 million in Municipal Gross Receipts Revenue Bonds, Series 2020A in a private placement with the New Mexico Finance Authority. The proceeds of these bonds were used to fund street improvements. The Series 2020A bonds are secured by certain future gross receipts tax through maturity. For the current year, such pledged revenues totaled $10.7 million. Principal and interest payments on the bonds for the current year were $220,000 and $33,384 respectively.

State-shared Gross Receipts Revenue Bonds, Series 2020A and 2020B were issued in a private placement with the New Mexico Finance Authority in 2020. The proceeds of these bonds were issued to fund street, facilities improvements, and energy efficiency and water conservation improvements to City buildings and facilities. Series 2020A and 2020B bonds are secured by state-shared gross receipts tax revenues through maturity. These pledged revenues were $52.7 million in 2025. Principal payments on the Series A and Series B bonds for the current year were $740,000 and $165,000 respectively. Interest payments on Series A and Series B bonds for the current year were $288,000 and $279,750 respectively.

NOTE 7: LONG-TERM LIABILITIES (Continued)

In 2022, the City issued $5 million in Taxable Subordinate Lien State-shared Gross Receipts Improvement Revenue Bonds, Series 2022 in a private placement with the New Mexico Finance Authority. The proceeds of these bonds were used for the purchase of four fire trucks. The Series 2022 bonds are secured by a subordinate lien on certain future gross receipts tax through maturity. For the current year, such pledged revenues totaled $52.7 million. Principal and interest payments on the bonds in the current year were $435,000 and $94,162 respectively.

State-Shared Gross Receipts Tax Revenue Bonds, Series 2023, were issued to fund street and facility construction and improvement projects in 2023. The Series 2023 bonds are secured through maturity by state-shared gross receipts tax revenues. For the current year, such pledged revenues totaled $52.7 million. Principal or interest payments on the bonds in the current year were $1,395,000 and $516,500 respectively.

In 2023, the City issued $5.58 million in Taxable Subordinate Lien State-shared Gross Receipts Improvement Revenue Bonds, Series 2023 in a private placement with the New Mexico Finance Authority. The proceeds of these bonds were used for the purchase of fire equipment. The Series 2023 bonds are secured by a subordinate lien on certain future gross receipts tax through maturity. For the current year, such pledged revenues totaled $52.7 million. Principal and interest payments on the bonds in the current year were $1,310,000 and $149,890 respectively.

In 2025, the City issued $18.25 million in Municipal Gross Receipts Taxable Revenue Bonds, Series 2025. The proceeds of these bonds were used for the purpose of paying all claims and indemnity agreement in connection with the Estate of Teresa Gomez. The Series 2025 bonds are secured by two one-quarter percent increments of municipal gross receipts tax revenues. For fiscal year 2025, such pledged revenues totaled $10.7 million. Principal and interest payments on the bonds in the current year were $165,000 and $268,952, respectively.

In the event of default, the holder or holders of not less than 25% in aggregate principal amount of the bonds may proceed against the City to protect and enforce their rights under the Bond Ordinances.

City of Las Cruces

Notes to Financial Statements
June 30, 2025

NOTE 7: LONG-TERM LIABILITIES (Continued)

Debt Service Requirements

Tax revenue bonds payable by governmental activities are summarized as follows:

Type	Purpose	Original Date	Due Date	Issue	Balance Outstanding	Interest Rates %
Gross receipts tax revenue	Facilities and improve streets	7/29/2014	2026	10,000,000	645,000	2.0-4.0
Gross receipts tax revenue	Street improvement	7/29/2014	2028	8,000,000	1,455,000	2.0-4.0
Gross receipts tax refunding	City Hall refunding	3/11/2015	2035	19,195,000	10,295,000	2.25-4.0
Gross receipts tax revenue	Facilities and improve streets	11/27/2015	2035	23,075,000	13,430,000	3.0-5.0
Gross receipts tax revenue	Economic Development	10/27/2015	2035	4,020,000	2,410,000	3.0-4.13
Gross receipts tax revenue	Streets in assessment district	4/5/2016	2031	8,585,000	4,200,000	3.1-3.75
Gross receipts tax revenue	Flood control	8/242016	2028	5,000,000	850,000	2.0-5.0
Gross receipts tax revenue	Facilities and improve streets	6/22/2017	2029	10,570,000	2,580,000	3.0-5.0
Gross receipts tax refunding	Convention center refunding	3/31/2020	2039	15,435,000	11,940,000	2.13-4.0
Gross receipts tax revenue	Facilities and improve streets	4/11/2023	2035	12,000,000	9,440,000	4.0-5.0
Gross receipts tax revenue	Settlement	2/20/2025	2044	18,255,000	18,090,000	4.0-5.0
Total Bonds				134,135,000	75,335,000	
Gross receipts tax revenue	Pool cover	9/28/2018	2027	9,600,000	2,410,000	1.46-2.51
Gross receipts tax revenue	Streets in assessment district	9/27/2019	2035	8,870,000	6,635,000	2.14-2.89
Gross receipts tax revenue	Street improvement	6/5/2020	2033	5,080,000	1,735,000	1.02-2.06
Gross receipts tax revenue	Facilities improvement	6/29/2020	2032	7,190,000	5,020,000	5.00
Gross receipts tax revenue	Facilities improvement	6/29/2020	2040	6,750,000	6,210,000	3.0-5.0
Gross receipts tax revenue	Fire Fund	9/23/2023	2033	5,000,000	3,845,000	3.0-5.0
Gross receipts tax revenue	Fire Fund	12/15/2023	2035	5,580,000	3,545,000	4.0-5.0
Total Bonds from Direct Borrowings and Direct Placements				48,070,000	29,400,000	
				$ 182,205,000	$ 104,735,000	

Future debt service requirements for governmental activities revenue bonds are:

	Bonds		Bonds from Direct Borrowings and Direct Placements		
Year Ending June 30,	Principal	Interest	Principal	Interest	Total
2026	8,020,000	3,019,632	4,725,000	982,934	16,747,566
2027	6,555,000	2,705,970	4,850,000	840,260	14,951,230
2028	5,985,000	2,481,769	2,395,000	692,368	11,554,137
2029	6,780,000	2,258,488	2,465,000	610,538	12,114,025
2030-2034	26,015,000	7,937,388	10,655,000	1,773,816	46,381,204
2035-2039	15,410,000	3,380,994	3,620,000	457,301	22,868,295
2040-2044	6,570,000	1,146,240	690,000	20,700	8,426,940
	$ 75,335,000	$ 22,930,480	$ 29,400,000	$ 5,377,917	$ 133,043,397

NOTE 7: LONG-TERM LIABILITIES (Continued)

Defeased Bonds

During prior fiscal years, the City entered into various advance refunding transactions related to certain bonded debt. A portion of the proceeds of the refunding issues was placed in a trust and used to purchase securities of the U.S. government and related agencies at various interest rates and maturities sufficient to meet all debt service requirements of the refunded debt. The assets are administered by trustees and are restricted for retirement of refunded debt. The liability for the refunded bonds and the related securities and escrow accounts are not included in the accompanying financial statements since the City defeased its obligation for the payment of the refunded debt upon completion of the refunding transactions.

As of June 30, 2025, no defeased bonds are outstanding.

Non-recourse (Conduit) Debt

The City has issued Industrial Revenue Bonds to provide financial assistance to private sector entities for the acquisition and construction of industrial and commercial facilities deemed to be in the public interest. The bonds are secured by the property financed and are obligated for repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements.

As of June 30, 2025, no Industrial Revenue bonds are outstanding.

Arbitrage

Under U.S. Treasury Department regulations, all governmental tax-exempt debt issued after August 31, 1986 is subject to arbitrage rebate requirements. The requirements stipulate, in general, that the earnings from the investment of tax-exempt bond proceeds, which exceed related interest expenditures on the bonds, must be remitted to the federal government on every fifth anniversary of each bond issue. As of June 30, 2025, the City has set aside $1,052,386.98 in arbitrage interest due to the IRS. No payment is due for Fiscal Year 2025.

City of Las Cruces

Notes to Financial Statements
June 30, 2025

NOTE 7: LONG-TERM LIABILITIES (Continued)

Governmental Activities Notes Payable

Details of governmental activities notes payable are:

Type	Purpose	Original Date	Due Date	Original Issue	Outstanding	Interest Rates %
2010 NMFA Note	Griggs Walnut	1/18/2008	2032	1,478,799	599,593	2.00
2010 HUD Loan	Facilities	7/21/2010	2030	2,000,000	793,000	2.00
2014 NMFA Note	SCSWA projects	6/20/2014	2028	2,780,000	515,000	0.25-3.31
2016 NMFA Note	Street improvements	6/9/2017	2030	5,115,000	1,325,000	0.94-2.59
2018 NMFA Note	Fire apparatus	7/27/2018	2025	1,419,664	-	1.48-2.21
2018 NMFA Note	Street heavy equipment	11/21/2018	2025	2,575,000	-	1.88-2.59
2020 NMFA Note	Flood improvements	6/5/2020	2032	3,580,000	1,155,000	1.02-2.37
2023A NMFA Note	Flood Control	7/14/2023	2035	3,070,000	1,670,000	2.64-3.2
2023B NMFA Note	Street Improvement	7/14/2023	2036	5,080,000	3,365,000	2.00-2.98
				$ 27,098,463	$ 9,422,593	

The 2010 NMFA Griggs Walnut Plume note is secured by the 1995 environmental gross receipts tax revenues which totaled $2,683,860 in 2025. The 2010 HUD loan is secured by The Museum of Nature and Science property in the City. The 2014 SCSWA Projects loan is secured by the SCSWA operating revenues and City and County Environmental Gross Receipts taxes. The 2016 NMFA streets improvement is secured by the first 1/4% increment of the municipal gross receipts tax revenues which totaled $10.7 million in 2025. The 2018 Gas Tax loan is secured by gasoline tax revenues which totaled $1,916,238 in 2025. The 2018 NMFA fire apparatus loan is secured by the second 1/4% increment of the municipal gross receipts tax revenue which totaled $10.7 million in 2025. The 2020 NMFA flood control is secured by the fifth 1/4% increment of the municipal gross receipts tax revenues which totaled $10.7 million in 2025. The 2023A NMFA flood control is secured by the fifth 1/4% increment of the municipal gross receipts tax revenues which totaled $10.7 million in 2025. The 2023B NMFA streets improvement is secured by the first 1/4% increment of the municipal gross receipts tax revenues which totaled $10.7 million in 2025.

The remaining notes payable in the table above are secured through maturity by the state-shared gross receipts tax which totaled $52.7 million in 2025.

Principal and interest paid on the outstanding notes in the current year were $2,922,609 and $292,486 respectively.

In the event of default, NMFA may take any action necessary to collect the payments then due and to become due or to enforce performance of any agreement of the City in the Loan Agreement or the Intercept Agreement. Intercept agreement allows NMFA to have the pledged revenues paid directly to them rather than the City.

NOTE 7: LONG-TERM LIABILITIES (Continued)

Debt Service Requirements

Future debt service requirements for governmental activities notes payable are:

	Notes from Direct Borrowings and Direct Placements		
Year Ending June 30,	Principal	Interest	Total
2026	2,474,652	246,329	2,720,981
2027	1,177,265	177,966	1,355,231
2028	1,200,911	146,204	1,347,115
2029	1,019,589	113,383	1,132,972
2030-2033	2,670,176	226,007	2,896,183
2034-2036	880,000	36,748	916,748
	$ 9,422,593	$ 946,638	$ 10,369,231

Joint Utility Revenue Bonds

On August 26, 2014, the City issued $7,125,000 of joint utility refunding revenue bonds (Series 2014A) to defease and refund the 2005 joint utility revenue bonds. Proceeds were deposited in an escrow fund that then paid the outstanding balance of the bonds on June 1, 2015. Certain other proceeds were used to fund a debt service reserve account and pay costs of issuance relating to these bonds. The average interest of the Series 2014A bonds is 3.42 percent. The City had a gain of $266,052 and obtained a net present value savings from this refunding of $529,520. The cash flows to service the refunding bonds is $985,728 less than the cash flows required to service the debt on the 2005 bonds.

The City issued $3.4 million in joint utility improvement revenue bonds (Series 2014B). The proceeds of these bonds were used to improve the City's joint utility system, fund a reserve account and pay costs of issuance relating to these bonds.

On May 12, 2015, the City issued $16,895,000 of 2015 joint utility refunding bonds to defease $13.1 million of outstanding Series 2006 bonds. The total interest cost on the new bond is 2.4 percent with a final maturity of June 1, 2035. The gain from this refunding is $429,226 and the present value savings resulting from this refunding is $1,038,837. The difference in cash flow requirements to service the old debt of $15,746,075 and the cash flows to service the debt of $12,914,300 is $2,831,775. The proceeds were also used to improve the City's Joint Utility System, fund a standalone surety reserve, and pay all costs of issuance.

In 2015, the City issued $17.1 million in joint utility improvement revenue bonds (Series 2015A). The proceeds of these bonds were used to expand and improve the City's joint utility system and pay all issuance costs. The requirement for a reserve account was satisfied with surety bond insurance.

City of Las Cruces

Notes to Financial Statements
June 30, 2025

NOTE 7: LONG-TERM LIABILITIES (Continued)

In 2016, the City issued $16.3 million in joint utility improvement revenue bonds (Series 2016). The proceeds of these bonds were used to expand and improve the City's joint utility system. The requirement for reserve account was satisfied with surety bond insurance.

In 2018, the City issued $22.2 million in joint utility improvement revenue bonds subordinate lien (Energy Performance Contract), Series 2018. The proceeds of these bonds were used to expand and improve the City's joint utility system and pay all issuance costs. The requirement for a reserve account was satisfied with surety bond insurance.

In 2020, the City issued $12,825,000 in joint utility refunding revenue bonds (Series 2020) to refund 2010 joint utility revenue bonds and expand and improve the City's joint utility system and pay all issuance costs. The requirement for a reserve account was satisfied with surety bond insurance. The total interest cost on the new bond is 1.09 percent with a final maturity of June 1, 2027. The gain from this refunding is $35,011 and the present value savings resulting from this refunding is $1,491,205. The difference in cash flow requirements to service the old debt of $18,794,531 and the cash flows to service the debt of $15,509,333 is $3,285,198.

In 2020, the City issued $19.3 million in joint utility improvement revenue bonds (Series 2020A and Series 2020B) in a private placement with the New Mexico Finance Authority. The proceeds of these bonds were used to expand and improve the City's joint utility system and pay all issuance costs. The requirement for a reserve account was satisfied with a surety bond insurance.

In the event of default, the holder or holders of not less than 25% in aggregate principal amount of the bonds may proceed against the City to protect and enforce their rights under the Bond Ordinance.

Joint utility revenue bonds are summarized as follows as of June 30, 2025:

Purpose	Issue Date	Due Date	Original Issued	Outstanding	Interest Rates %
Series 2014 refunding bond	8/26/2014	2025	7,125,000	-	2.0-4.0
Series 2014B system improvement bond	8/26/2014	2034	3,425,000	1,825,000	3.0-5.0
Series 2015 refunding and rehabilitation bond	5/12/2014	2035	16,895,000	4,660,000	2.0-5.0
Series 2015A improvement bond	12/16/2015	2035	17,065,000	10,545,000	2.38-5.0
Series 2016 improvement revenue bond	10/19/2016	2036	16,375,000	10,535,000	2.13-5.0
Series 2018 improvement revenue bond	2/22/2018	2038	22,180,000	18,175,000	2.0-4.0
Series 2020 refunding bond	3/26/2020	2027	12,825,000	3,730,000	4.0-5.0
Total Bonds			95,890,000	49,470,000	
Series 2020A improvement bond	6/29/2020	2040	11,240,000	9,375,000	3.0-5.0
Series 2020B improvement bond	6/29/2020	2041	7,985,000	7,455,000	3.0-5.0
Total bonds from direct borrowing and direct placement			19,225,000	16,830,000	
Total joint utility revenue bonds			$ 115,115,000	$ 66,300,000	

City of Las Cruces

Notes to Financial Statements
June 30, 2025

NOTE 7: LONG-TERM LIABILITIES (Continued)

Future debt service requirements for business-type activities joint utility revenue bonds are:

	Bonds		Bonds from Direct Borrowings and Direct Placement		
Year ending June 30,	Principal	Interest	Principal	Interest	Total
2026	6,295,000	1,717,981	625,000	734,600	9,372,581
2027	5,170,000	1,479,731	680,000	703,350	8,033,081
2028	3,385,000	1,267,081	725,000	669,350	6,046,431
2029	3,350,000	1,161,406	785,000	633,100	5,929,506
2030-2034	19,920,000	4,032,006	4,860,000	2,516,750	31,328,756
2035-2039	11,350,000	867,163	6,770,000	1,147,650	20,134,813
2040-2041	-	-	2,385,000	95,550	2,480,550
Total	$ 49,470,000	$ 10,525,368	$ 16,830,000	$ 6,500,350	$ 83,325,718

The 2014A, 2014B, and 2015 JU revenue bond ordinances provide that the net revenue of the City's joint utility systems shall be at least 125% of the maximum outstanding debt requirements for the utility system. These bonds are not a general obligation to the City but are payable and collectible solely out of the net revenues of the joint utility systems. Net revenue as defined in the bond ordinances means the revenue after deducting operation and maintenance expenses. Operation and maintenance expenses include all reasonable and necessary current expenses of the City, paid or accrued, for operating, maintaining, and repairing the system; and shall include, without limiting the generality of the foregoing, legal and overhead expenses of the various City departments directly related and reasonably allocable to the administration of the system, insurance premiums, the reasonable charge of depository banks and paying agents, contractual services, professional services required by this ordinance, salaries and administrative expenses, labor, and the cost of materials and supplies used for current operation; but shall not include any allowance for depreciation, payments in lieu of taxes, liabilities incurred by the City as a result of its negligence in the operation of the system, improvements, extension, enlargements or betterment, or any charges for the accumulation of reserves for capital replacements. The net revenue for the fiscal year ended June 30, 2025, exceeded the maximum annual debt service requirement. Bond reserve accounts have been established to accumulate funds where necessary.

The bond ordinances provide that any monies in any fund or account may be invested in any legal investment permitted by law, with the stipulation that investment amounts in the escrow account will be made only in federal securities. The obligations so purchased as an investment of monies in a fund or account will be deemed at all times to be part of such fund or account, and the interest accruing thereon and any profit realized therefrom will be credited to the fund or account, and any loss resulting from each investment will be charged to the fund or account. The City Treasurer will present for redemption or sale on the prevailing market any obligations so purchased as an investment of monies in the fund or account whenever it will be necessary to do so in order to provide monies to meet any payment or transfer from such fund or account.

NOTE 7: LONG-TERM LIABILITIES (Continued)

Bond covenants require reporting of the number of utility customers served, which were as follows for the year ended June 30, 2025:

	Water	Wastewater	Gas	Solid Waste
Residential	34,553	35,901	42,860	37,550
Commercial/other	4,856	3,718	3,292	2,869
Total	39,409	39,619	46,152	40,419

Business-type Activities Notes Payable

The notes payable for the business-type activities are paid from the net revenues of the utility system or from the net revenues of the Solid Waste system. City ordinance 1593, adopted by the City Council on December 18, 1996, provides authority for the City to issue additional debt with a parity lien on the pledged revenues of the utility system.

A comparison of the pledged revenues recognized during the year with the required debt service for the year is presented in the Pledged-Revenue Bond/Note Coverage Schedule located in the statistical section.

In the event of default, the New Mexico Finance Authority may take any action necessary to collect the payments then due and to become due or to enforce performance of any agreement of the City in the Loan Agreement.

On August 1, 2023 the City and New Mexico Environment Department Construction Programs Bureau Clean Water State Revolving Fund executed an agreement for an interim financing note to provide wastewater treatment plant improvements and construction. The note in the amount up to $16,916,853 has an annual interest rate of 0.01%. Principal and interest payments will commence one year after completion of projects. The loan is secured by the net revenues of the City's Joint Utility System. As of June 30, 2025, the City has not drawn down any funds from the Clean Water State Revolving Fund.

On September 13, 2024, the City entered into a private placement agreement with the New Mexico Finance Authority (NMFA). The financing is provided through the Drinking Water State Revolving Fund (DWSRF) program. The agreement provides for a note in the amount of $15,300,000 with a 22-year maturity. An interest rate of 0.25% applies to the repayable portion of the loan. A portion of the principal may be eligible for forgiveness, subject to program requirements and final determination by the NMFA. Proceeds from the note will be used to finance the construction of a new well and related infrastructure, including constructions to existing water storage tanks and distribution systems.

City of Las Cruces

Notes to Financial Statements
June 30, 2025

NOTE 7: LONG-TERM LIABILITIES (Continued)

Details of business-type activities notes payable are:

Type	Purpose	Original Date	Due Date	Original Issued	Outstanding	Interest Rates %
2017 NMFA Note	Joint Utility Improvement	12/1/2017	2037	5,135,000	**3,415,000**	0.95-3.48
				$5,135,000	**$ 3,415,000**	

Future debt service requirements for business-type activities notes payable are:

Notes from Direct Borrowing and Direct Placements

Year ending June 30	Principal	Interest	Total
2026	245,000	101,998	346,998
2027	250,000	96,927	346,927
2028	255,000	91,477	346,477
2029	260,000	85,102	345,102
2030-2033	1,125,000	306,282	1,431,282
2034-2037	1,280,000	67,853	1,347,853
	$ 3,415,000	$ 749,637	$ 4,164,637

NOTE 8: LANDFILL CLOSURE AND POST-CLOSURE CARE COST

State and federal laws and regulations require placement of a final cover on landfill sites and performance of certain maintenance and monitoring functions at the sites for thirty years after closure. Although closure and post-closure care costs will be paid only near or after the date that a landfill stops accepting waste, a portion of the closure and post closure costs are reported as an operating expense in each period based on landfill capacity used as of each balance sheet date.

The City's landfill closure and post-closure care liability as of June 30, 2025 is $576,000. The liability reflects a decrease in the estimate of total closure and post-closure costs of $36,000 compared to June 30, 2024. Landfill closure and post-closure financial assurance requirements are being met by restricted cash in the amount of $576,000 held in a Solid Waste fund specific to landfill closure and post-closure activities. Actual post-closure care costs may be higher due to inflation or deflation, changes in technology, or changes in applicable laws and regulations. The Foothills Landfill is at 100% capacity and closed.

The City enacted a 1/16th cent environmental gross receipts tax (EGRT) that became effective January 1, 1995 to raise funds for environmental costs such as for landfill closure and post-closure care. The landfill closure was not funded by the EGRT fund during the year due to additional revenues from interest income and transfers from the General Fund and Solid Waste Operations Fund in prior fiscal years.

NOTE 9: POLLUTION REMEDIATION OBLIGATION – CHANGE IN ACCOUNTING ESTIMATE

Certain property owned by the City has been declared a Superfund Site by the Environmental Protection Agency (EPA). The EPA has determined that the City is a responsible party along with Doña Ana County, which also owns part of the contaminated property. On April 20, 2005, the City and County established a memorandum of understanding for a Joint Superfund Project (JSP) to work collaboratively with the EPA to complete the Remedial Investigation and Feasibility Study (RIFS) within the Superfund process. As a result of this study, the City accrued a liability of $6,890,106 to pay its share of the pollution remediation cost, as follows:

	Total Obligation	City's Portion
Capital assets	$ 5,151,978	$ 2,575,989
Operating costs	1,459,664	729,832
Completion costs	7,168,571	3,584,285
Total	$ 13,780,213	$ 6,890,106

The City and County each received a $3.5 million construction loan from the New Mexico Finance Authority (NMFA) to cover construction costs for the treatment facility. City project costs of $1,478,799 were funded using loan proceeds. The City repaid the loan using Environmental Gross Receipt Taxes. Construction on the project completed and remediation operations began in August 2012.

On December 19, 2017, the EPA issued a final Unilateral Administrative Order, requiring the City and County to perform pre-achievement operation and maintenance of the system until performance standards are met. In civil case no. 2:17-cv-00809 JCH-GBW, the City and County filed a complaint against the federal government for recovery of past response costs. The Consent Decree issued on July 30, 2020 ordered the United States to pay the City and County $6,456,907 for the past and future response costs of the local government entities. The City and County were each entitled to half of the payment, which was received in August 2020.

The Consent Decree requires the City and County to perform the work from the unilateral administrative order and make payments to the federal government for the EPA's response costs. As of October 2025, the City and County have paid the following:

Past response costs	$ 1,140,000
Interest on past response	26,003
Future response costs	125,000
Interim response costs	800,000
Oversight costs	134,377
Non-oversight costs	154,530
Total	$ 2,379,910

NOTE 9: POLLUTION REMEDIATION OBLIGATION – CHANGE IN ACCOUNTING ESTIMATE (Continued)

Future response costs are not to exceed $144,000 per year. Major expenses for the Joint Superfund Project through June 30, 2025, including settlement agreements, loan interest, consulting, legal, engineering, construction, and monitoring expenses were $13,138,919.

The total liability for the Superfund as of June 30, 2025 was estimated at $13,214,970; half is the City's portion for $6,607,485.

The pollution remediation obligation is reported in long-term liabilities in the statement of net position (see Note 7). The pollution remediation obligation is an estimate and is subject to revision because of the price increases or reductions, changes in technology, or changes in applicable laws or regulations. The City uses consultants to periodically reevaluate the site and potential liability.

NOTE 10: DEFERRED COMPENSATION PLAN

The City offers its employees two deferred compensation plans created in accordance with Internal Revenue Service Code Section 457. The plans available to all City employees, permit them to defer taxation on a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or an unforeseeable emergency. All amounts of compensation deferred under the plan, all property and rights purchased with those amounts, and all income attributable to those amounts, property, or rights are solely the property and rights of the plan participants. The City has 738 active participants in the plan as of June 30, 2025.

City of Las Cruces employees who work 20 or more hours a week participate in a defined-benefit, contributory retirement plan through the Public Employees Retirement Act of the State of New Mexico, a cost-sharing multiple employer public employee retirement system administered by the Public Employees Retirement Association (PERA). Benefit provisions are established and may only be amended by state statute. Information pertaining to the actuarially computed present value of vested accumulated plan benefits and non-vested accumulated plan benefits, the plan's net position available for benefits and the assumed rate of return used in computing the present value, and ten year historical trend information presenting PERA's progress in accumulating sufficient assets to pay benefits when due is not available through individual government agencies participating in the plan. Actuarial pension data for the State of New Mexico, as employer, is provided at the state-wide level in a separately issued audit report of PERA. The report may be obtained by writing to PERA, PO Box 2123, 1120 Paseo de Peralta, Santa Fe, NM 88504-2323. Additional contact information is located at www.pera.state.nm.us.

NOTE 11: OTHER POST-EMPLOYMENT BENEFITS – STATE RETIREE HEALTH CARE PLAN

General Information about the OPEB

Plan description. Employees of the City of Las Cruces (the City) are provided with OPEB through the Retiree Health Care Fund (the Fund)—a cost-sharing multiple-employer defined benefit OPEB plan administered by the New Mexico Retiree Health Care Authority (NMRHCA). NMRHCA was formed February 13, 1990, under the New Mexico Retiree Health Care Act (the Act) of New Mexico Statutes Annotated, as amended (NMSA 1978), to administer the Fund under Section 10-7C-1-19 NMSA 1978. The Fund was created to provide comprehensive group health insurance coverage for individuals (and their spouses, dependents and surviving spouses) who have retired or will retire from public service in New Mexico.

NMRHCA is an independent agency of the State of New Mexico. The funds administered by NMRHCA are considered part of the State of New Mexico financial reporting entity and are OPEB trust funds of the State of New Mexico. NMRHCA's financial information is included with the financial presentation of the State of New Mexico.

Benefits provided. The Fund is a multiple employer cost sharing defined benefit healthcare plan that provides eligible retirees (including terminated employees who have accumulated benefits but are not yet receiving them), their spouses, dependents and surviving spouses and dependents with health insurance and prescription drug benefits consisting of a plan, or optional plans of benefits, that can be contributions to the Fund and by co-payments or out-of-pocket payments of eligible retirees.

Employees covered by benefit terms. At June 30, 2024, the Fund's measurement date, the following employees were covered by the benefit terms:

Plan membership	
Current retirees and surviving spouses	52,978
Inactive and eligible for deferred benefit	12,552
Current active members	93,595
	159,125
Active membership	
State general	18,462
State police and corrections	1,260
Municipal general	17,283
Municipal police	3,169
Municipal FIRE	2,419
Educational Retirement Board	51,002
	93,595

NOTE 11: OTHER POST-EMPLOYMENT BENEFITS – STATE RETIREE HEALTH CARE PLAN (Continued)

Contributions – Employer and employee contributions to the Fund total 3% for non-enhanced retirement plans and 3.75% of enhanced retirement plans of each participating employee's salary as required by Section 10-7C-15 NMSA 1978. The contributions are established by statute and are not based on an actuarial calculation. All employer and employee contributions are non-refundable under any circumstance, including termination of the employer's participation in the Fund. Contributions to the Fund from the City were $2,147,592 for the year ended June 30, 2025.

OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

At June 30, 2025, the City and its related custodial funds reported a proportionate share of the net OPEB liability as shown in the following table:

	Proportional Share of OPEB Liability:
City of Las Cruces (CLC)	26,625,249
Animal Services Center of the Mesilla Valley (ASCMV)	310,362
Mesilla Valley Regional Dispatch Authority (MVRDA)	698,324
South Central Solid Waste Authority (SCSWA)	990,502
Amounts Reported on NMRHCA Report June 30, 2024	28,624,437

The net OPEB liability was measured as of June 30, 2024, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of June 30, 2023. The City's proportion of the net OPEB liability was based on actual contributions provided to the Fund for the year ending June 30, 2024. At June 30, 2024, the City's proportion was 1.60379%.

NOTE 11: OTHER POST-EMPLOYMENT BENEFITS – STATE RETIREE HEALTH CARE PLAN (Continued)

For the year ended June 30, 2025, the City and its related custodial funds recognized OPEB income as follows:

	Proportional Share of OPEB Expense (Revenue)
CLC	(5,640,894)
ASCMV	(65,754)
MVRDA	(147,949)
SCSWA	(209,850)
Amounts Reported on NMRHCA Report June 30, 2023	(6,064,447)
Adjustments to OPEB Expense as part of recognizing total OPEB Liability:	
CLC	(2,066,550)
ASCMV	(24,089)
MVRDA	(54,202)
SCSWA	(76,880)
Total OPEB Expense (Revenue) Recognized by CLC as adjusted	(8,286,168)

At June 30, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	ASCMV		MVRDA		SCSWA		City of Las Cruces		Total	
	DO	DI	DO	DI	DO	DI	DO	DI	DO	DI
Differences between expected and actual experience	3,326	32,419	7,485	72,943	10,615	103,462	285,343	2,781,124	306,769	2,989,948
Net difference between projected and actual earnings on pension plan investments	2,774		6,242		8,854		238,005		255,875	
Changes of Assumptions	58,077	196,812	130,674	442,833	185,348	628,115	4,982,250	16,884,054	5,356,349	18,151,814
Changes in proportion and differences between Employer contributions and proportionate share of contributions City of Las Cruces contributions subsequent to the measurement date	29,232	37,600	65,772	84,601	93,291	119,998	2,507,717	3,225,618	2,696,012	3,467,817
	23,285		52,393		74,314		1 997 600		2,147,592	
Total	116,694	266,831	262.566	600,377	372.422	851.575	10 010,915	22.890.796	10,762,597	24 609.579

NOTE 11: OTHER POST-EMPLOYMENT BENEFITS – STATE RETIREE HEALTH CARE PLAN (Continued)

Contributions of $2,147,592 were made after the measurement date of the OPEB Liability June 30, 2024, but before the end of the City's reporting period of June 30, 2025 and will be recognized as a reduction of the OPEB Liability in the subsequent fiscal period ending June 30, 2026. Other amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized in OPEB expense (revenue) as follows:

Year Ended June 30:	ASCMV	MVRDA	SCSWA	City of Las Cruces
2026	(60,339)	(135,764)	(192,568)	(5,176,336)
2027	(66,945)	(150,629)	(213,653)	(5,743,094)
2028	(45,048)	(101,358)	(143,767)	(3,864,527)
2029	(10,913)	(24,555)	(34,829)	(936,220)
2030	9,823	22,102	31,350	842,696

***Actuarial assumptions*.** The total OPEB liability was determined by an actuarial valuation as of June 30, 2023 and rolled forward to the measurement date of June 30, 2024, using the following actuarial assumptions:

Valuation date	**June 30, 2023**
Actuarial cost method	**Entry age normal, level percent of pay, calculated on individual employee basis**
Asset valuation method	**Market value of assets**
Actuarial assumptions	
Inflation	**2.30% for ERB members; 2.50% for PERA members**
Projected payroll increases	**3.00% to 13.00%, based on years of service, including inflation**
Investment rate of return	**7.00%, net of OPEB plan investment expense and margin for adverse deviation including inflation**
Health care cost trend rate	**8.00% graded down to 4.50% over 14 years for non-Medicare medical plan costs and 8.50% graded down to 4.50% over 16 years for Medicare medical plan costs**
Mortality	**ERB members: 2020 GRS Southwest Region Teacher Mortality Table, set back one year (and scaled at 95% for males). Generational mortality improvements in accordance with the Ultimate MP scales are projected from the year 2020. PERA members: Headcount-Weighted RP-2014 Blue Collar Annuitant Mortality, set forward one year for females, projected generationally with Scale MP-2017 times 60%**

NOTE 11: OTHER POST-EMPLOYMENT BENEFITS – STATE RETIREE HEALTH CARE PLAN (Continued)

***Rate of Return*.** The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which the expected future real rates of return (net of investment fees and inflation) are developed for each major asset class. These returns are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage, adding expected inflation, and subtracting expected investment expenses and a risk margin. The target allocation and projected arithmetic real rates of return for each major asset class, after deducting inflation, but before investment expenses, used in the derivation of the long-term expected investment rate of return assumptions.

The best estimates for the long-term expected rate of return is summarized as follows:

Asset Class	Target Allocation	Long-Term Rate of Return
U.S. core fixed income	**20%**	**1.6%**
U.S. equity - large cap	**20%**	**6.9%**
Non-U.S. emerging markets	**15%**	**8.7%**
Non-U.S. developed equities	**12%**	**7.2%**
Private equity	**10%**	**9.9%**
Credit and structured finance	**10%**	**3.7%**
Real estate	**5%**	**3.6%**
Real return	**5%**	**3.2%**
U.S. equity - small/mid cap	**3%**	**6.9%**

***Discount Rate*.** The discount rate used to measure the Fund's total OPEB liability is 7.00% as of June 30, 2024. The projection of cash flows used to determine the discount rate assumed that employer contributions will be made at rates proportional to the actuary determined contribution rates. For this purpose, employer contributions that are intended to fund benefits of current plan members and their beneficiaries are included. Projected employer contributions that are intended to fund the service costs for future plan members and their beneficiaries are not included. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all projected future benefit payments for current plan members. The 7.00% assumed investment return on plan assets, which includes the assumed inflation rate of 2.50%, was used to calculate the net OPEB liability.

Sensitivity of the net OPEB liability to changes in the discount rate and healthcare cost trend rates. The following presents the net OPEB liability of the City calculated using the discount rate of 7.00% as of June 30, 2024, as well as what the City's net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current rate:

NOTE 11: OTHER POST-EMPLOYMENT BENEFITS – STATE RETIREE HEALTH CARE PLAN (Continued)

	1% Decrease (6.00%)	Rate Discount Rate (7.00%)	1% Increase (8.00%)
ASCMV	391,387	310,362	243,942
MVRDA	880,633	698,324	548,878
SCSWA	1,249,088	990,502	778,528
City of Las Cruces	33,576,191	26,625,249	20,927,269
As Reported by NMRHCA	36,097,299	28,624,437	22,498,617

The following presents the net OPEB liability of the City, as well as what the City's net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	1% Decrease	Current Trend Rate	1% Increase
ASCMV	239,844	310,362	491,460
MVRDA	539,657	698,324	1,105,800
SCSWA	765,449	990,502	1,568,466
City of Las Cruces	20,575,705	26,625,249	42,161,237
As Reported by NMRHCA	22,120,655	28,624,437	45,326,963

OPEB plan fiduciary net position. Detailed information about the OPEB plan's fiduciary net position is available in NMRHCA's audited financial statements for the year ended June 30, 2024.

***Payable Changes in the Net OPEB Liability*.** At June 30, 2025, the City did not have a payable due to NMRHCA for the year ended June 30, 2025.

NOTE 12: MULTIPLE-EMPLOYER COST SHARING PENSION PLANS

General Information about the Pension Plan

Plan Description

Public Employees Retirement Fund is a cost-sharing, multiple employers defined benefit pension plan. This fund has six divisions of members, including State General, State Police/Adult Correction Officers, Municipal General, Municipal Police/Detention Officers, Municipal fire, and State Legislative Divisions, and offers 24 different types of coverage within the PERA plan. All assets accumulated may be used to pay benefits, including refunds of member contributions, to any of the plan members or beneficiaries, as defined by the terms of this plan. Certain coverage plans are only applicable to a specific division. Eligibility for membership in the Public Employees Retirement Fund is set forth in the Public Employees Retirement Act (Chapter 10, Article 11, NMSA 1978). Except as provided for in the Volunteer Firefighters Retirement Act (10-11A-1 to 10-11A-7, NMSA 1978), the Judicial Retirement Act (10-12B-1 to 10-12B-19, NMSA 1978), the Magistrate Retirement Act (10-12C-1 to 10-12C-18, NMSA 1978), and the Educational Retirement Act (Chapter 22, Article 11, NMSA 1978), each employee and elected official of every affiliated public employer is required to be a member in the PERA Fund, unless specifically excluded. PERA issues a publicly available annual comprehensive financial report that can be obtained at https://www.nmpera.org/financial-overview/.

Benefits Provided - Benefits are generally available at age 65 with five or more years of service or after 25 years of service regardless of age for TIER I members. Provisions also exist for retirement between ages 60 and 65, with varying amounts of service required. Certain police and fire members may retire at any age with 20 or more years of service for Tier I members. Generally, the amount of retirement pension is based on final average salary, which is defined under Tier I as the average of salary for the 36 consecutive months of credited service producing the largest average; credited service; and the pension factor of the applicable coverage plan. Monthly benefits vary depending upon the plan under which the member qualifies, ranging from 2% to 3.5% of the member's final average salary per year of service. The maximum benefit that can be paid to a retiree may not exceed a range of 60% to 90% of the final average salary, depending on the division. Benefits for duty and non-duty death and disability and for post-retirement survivor's annuities are also available.

Tier II

The retirement age and service credit requirements for normal retirement for PERA state and municipal general members hired increased effective July 1, 2013 with the passage of Senate Bill 27 in the 2013 Legislative Session. Under the new requirements (Tier II), general members are eligible to retire at any age if the member has at least five years of service credit and the sum of the member's age and service credit equals at least 85 or at age 65 with 5 or more years of service credit. Under Tier II, police, and firefighters in Plans 3, 4 and 5 are eligible to retire at any age with 25 or more years of service credit. State police and adult correctional officers, peace officers and municipal juvenile detention officers will remain in 25-year retirement plans, however, service credit will no longer be enhanced by 20%. All public safety members in Tier II may retire at age 60 with 5 or more years of service credit. Generally, under Tier II pension factors were reduced by .5%, employee Contribution increased 1.5% and effective July 1, 2014

NOTE 12: MULTIPLE-EMPLOYER COST SHARING PENSION PLANS (Continued)

employer contributions were raised .05 percent. The computation of final average salary increased as the average of salary for 60 consecutive months.

Contributions – see PERA's Annual Comprehensive Financial Report for Contribution Provided Description

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions –

At June 30, 2025, the City of Las Cruces reported a liability of $245,125,088 for its proportional share of the net pension liability. The proportional share of net pension liability is reported in three divisions, General Municipal, Police, and Fire. The CLC excludes from the General Municipal division amounts attributed to Fiduciary entities and reported in their separate Annual Comprehensive Financial Reports for the South Central Solid Waste Authority and for the Mesilla Valley Regional Dispatch Authority. Provided below is a breakdown of the proportional share of net pension liability as reported by the CLC:

	General Municipal Division	Police Division	Fire Division	Total NPL
Proportional Share of Net Pension Liability (NPL) for:				
Mesilla Valley Regional Dispatch Authority (MVRDA)	$ 2,620,034	$ -	$ -	$ 2,620,034
South Central Solid Waste Authority (SCSWA)	7,596,551	-	-	7,596,551
City of Las Cruces	124,149,602	52,585,888	58,173,013	234,908,503
Total Net Pension Liability Reported by CLC at June 30, 2025	134,366,187	52,585,888	58,173,013	245,125,088
Amounts Presented on PERA Report June 30, 2024	$ 134,366,187	$ 52,585,888	$ 58,173,013	$ 245,125,088

The net pension liability was measured as of June 30, 2024, and the total pension liability was rolled-forward from the valuation date to the plan year ending June 30, 2024 using generally accepted actuarial principles. Therefore, the employers portion was established as of the measurement date of June 30, 2024. There were no significant events or changes in benefit provision that required an adjustment to the roll-forward liabilities as of June 30, 2024. The City of Las Cruces's proportion of the net pension liability was based on a projection of the City of Las Cruces' long-term share of contributions to the pension plan relative to the projected contributions of all participating entities, actuarially determined. At June 30, 2023, the City of Las Cruces' General Municipal division proportion was 5.63076%, Police division proportion was 4.97990%, and Fire division proportion was 5.95937%. Respectively these represent an increase of .16829%, of .32795%, and of .00209% from the proportions measured as of June 30, 2023.

For the year ended June 30, 2025, the City of Las Cruces recognized pension expense of $20,761,697. Similar to the proportional share of net liability, pension expense is also reported in the same three divisions and the General Municipal division excludes amounts attributed to Fiduciary entities and reported in their separate Annual Comprehensive Financial Reports for the South Central Solid Waste Authority and for the Mesilla Valley Regional Dispatch Authority. A breakdown of pension expense as reported by CLC is provided below:

City of Las Cruces

Notes to Financial Statements
June 30, 2025

NOTE 12: MULTIPLE-EMPLOYER COST SHARING PENSION PLANS (Continued)

	General Municipal Division	Police Division	Fire Division	Total Pension Expense
MVRDA Proportional Share of Pension Expense	$ 359,608	$ -	$ -	$ 359,608
SCSWA Proportional Share of Pension Expense	1,128,974	-	-	1,128,974
City of Las Cruces Proportional Share of Pension Expens19,206,499	9,009,294		5,513,325	33,729,118
Total Pension Expense Reported in PERA report dated June 30, 2024	20,695,081	9,009,294	5,513,325	35,217,700
Adjustments to Pension Expense as part of Recognizing Total Net Pension Liability - MVRDA	(96,345)	-	-	(96,345)
Adjustments to Pension Expense as part of Recognizing Total Net Pension Liability - SCSWA	(463,954)	-	-	(463,954)
Adjustments to Pension Expense as part of Recognizing Total Net Pension Liability - City of Las	(13,895,704)	-	-	(13,895,704)
Total Pension Expense/(Income) Recognized in total by the City of Las Cruces as adjusted to recognize Net Pension Liability for period ended June 30, 2025	$ 6,239,078	$ 9,009,294	$ 5,513,325	$ 20,761,697

At June 30, 2025, the City of Las Cruces reported deferred outflows of resources (DO) and deferred inflows of resources (DI) related to pensions from the following sources:

	MVRDA		SCSWA		City of Las Cruces		General Municipal Division	
	DO	DI	DO	DI	DO	DI	DO	DI
Changes of Assumptions	$ 73,721	$ -	$ 231,444	$ -	$ 4,015,132	$ -	$ 4,320,297	$ -
Differences between expected and actual experience	217,748	30,597	683,609	81,473	11,859,358	389,012	12,760,715	501,082
Net difference between projected and actual earnings on pension plan	95,275	-	299,111	-	5,189,009	-	5,583,395	-
Changes in proportion and differences between Employer contributions and proportionate share of contributions	43,313	10,522	135,980	28,019	2,359,008	133,785	2,538,301	172,326
City of Las Cruces contributions subsequent to the measurement date	181,741	-	531,152	-	7,703,567	-	8,416,460	-
Total	$ 611,798	$ 41,119	$ 1,881,296	$ 109,492	$ 31,126,074	$ 522,797	$ 33,619,168	$ 673,408

All Divisions – Schedule of Deferred Outflows (DO) and Inflows (DI) of Resources:

	CLC Portion of Municipal		Police		Fire		Total	
	DO	DI	DO	DI	DO	DI	DO	DI
Changes of Assumptions	$ 4,015,132	$ -	$ -	$ 96,843	$ 35,540	$ -	$ 4,050,672	$ 96,843
Differences between expected and actual experience	11,859,358	389,012	5,625,551	-	4,941,284	-	22,426,193	389,012
Net difference between projected and actual earnings on pension plan	5,189,009	-	2,005,198	-	1,100,914	-	8,295,121	-
Changes in proportion and differences between Employer contributions and proportionate share of contributions	2,359,008	133,785	3,190,544	205,397	15,298	2,711,100	5,564,850	3,050,282
City of Las Cruces contributions subsequent to the measurement date	7,703,567	-	3,018,269	-	3,080,615	-	13,802,451	-
Total	$ 31,126,074	$ 522,797	$ 13,839,562	$ 302,240	$ 9,173,651	$ 2,711,100	$ 54,139,287	$ 3,536,137

NOTE 12: MULTIPLE-EMPLOYER COST SHARING PENSION PLANS (Continued)

Contributions of $13,802,451 made after the measurement date of the net pension liability of June 30, 2024, but before the City's reporting period of June 30, 2025 will be recognized as a reduction of the net pension liability in the subsequent fiscal period with an end date of June 30, 2026. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30:	MVRDA	SCSWA	City of Las Cruces	General Municipal Division
2026	108,025	344,586	6,360,294	6,812,905
2027	246,837	787,371	14,533,141	15,567,349
2028	43,550	138,916	2,564,091	2,746,557
2029	(9,474)	(30,221)	(557,816)	(597,511)

Year Ended June 30:	CLC Portion of Municipal	Police	Fire	Total
2026	6,360,294	3,587,291	278,912	10,226,497
2027	14,533,141	6,137,608	2,741,048	23,411,797
2028	2,564,091	1,004,846	493,040	4,061,977
2029	(557,816)	(210,693)	(131,064)	(899,573)

Actuarial assumptions. The total pension liability in the June 30, 2023 actuarial valuation was determined using the following significant actuarial assumptions, applied to all periods included in the measurement:

PERA FUND	
Actuarial Valuation Date	June 30, 2023
Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll for all divisions except for the Legislative division which is Level Dollar
Amortization Period	25 years
Actuarial Assumptions:	
Investment Rate of Return	7.25% per year, net of investment-related expenses (composed of an assumed 2.50% inflation rate and a 4.75% real rate of return)
Projected Salary increases	3.25% to 13.50% annual rate
Includes Inflation at	2.50%
Mortality Assumption	Pre-retirement mortality: PUB-2010 General Employees Mortality table, projected with the ultimate rates from the MP-2020 mortality improvement scale using a base year of 2010. For non-public safety group, 25% of in-service deaths are assumed to be duty related and 35% are assumed to be duty-related for public safety groups. Post-retirement mortality (non-disabled): PUB-2010 General Mortality table, Below Median Income, projected with the ultimate rates from the MP-2020 mortality improvement scale using a base year of 2010.
Experience Study Dates	The Board adopted new actuarial assumptions on May 30, 2024 based on the 2024 actuarial experience study prepared as of June 30, 2023. Experience study was conducted for July 1, 2018 to June 30, 2023.

NOTE 12: MULTIPLE-EMPLOYER COST SHARING PENSION PLANS (Continued)

The total pension liability, net pension liability, and certain sensitivity information are based on actuarial valuation performed as of June 30, 2023. The total pension liability was rolled forward from the valuation date to the plan year ended June 30, 2024. These assumptions were adopted by the Board for use in the June 30, 2023 actuarial valuation.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-term Expected Real Rate of Return
Global Equity	46.00%	3.90%
Core Fixed Income	13.00%	2.20%
Credit	17.00%	2.30%
Absolute Return	6.00%	2.60%
Real Assets	18.00%	5.90%
TOTAL	**100.00%**	

Discount rate. A single discount rate of 7.25% was used to measure the total pension liability as of June 30, 2024. This single discount rate was based on a long-term expected rate of return on pension plan investments of 7.25%, compounded annually, net of expense. Based on the stated assumptions and the projection of cash flows, the plan's fiduciary net position and future contributions were projected to be available to finance all projected future benefit payments of current plan members, Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

The projections of cash flows used to determine this single discount rate assumed that plan member and employer contributions will be made at the current statutory levels.

Sensitivity of the City of Las Cruces proportionate share of the net pension liability to changes in the discount rate. The following presents the City of Las Cruces' proportionate share of the net pension liability calculated using the discount rate of 7.25 percent, as well as what the City of Las Cruces' proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.25 percent) or 1-percentage-point higher (8.25 percent) than the current rate:

NOTE 12: MULTIPLE-EMPLOYER COST SHARING PENSION PLANS (Continued)

	1% Decrease (6.25%)	Current Discount Rate (7.25%)	1% Increase (8.25%)
MVRDA	$ 3,683,009	$ 2,620,034	$ 1,746,504
SCSWA	10,678,549	7,596,551	5,063,829
City of Las Cruces	178,906,328	124,149,602	78,863,393
General Municipal Division	$ 193,267,886	$ 134,366,187	$ 85,673,726
CLC Portion of Municipal	$ 178,906,328	$ 124,149,602	$ 78,863,393
Police Division	75,773,220	52,585,888	33,717,647
Fire Division	75,533,731	58,173,013	44,007,979
Total All Divisions	$ 330,213,279	$ 234,908,503	$ 156,589,019

Pension plan fiduciary net position. Detailed information about the pension plan's fiduciary net position is available in the separately issued PERA's financial report. The report is available at https://www.nmpera.org/for-employers/gasb-information/.

NOTE 13: RISK MANAGEMENT

The City is exposed to various risks of loss related to tort and civil right claims (including law enforcement and employment related exposures); theft, damage, and destruction of its real and personal assets; workers' compensation losses; errors and omissions of City officers and officials; and natural disasters. The City uses the insurance fund (an internal service fund) to account for and finance its uninsured risks of loss. At various periods in past years, certain risk exposures were insured, and the City continues to benefit from case coverage on claims that were incurred during those claim years. As of fiscal year 2016, Employee healthcare benefits and premiums were moved from the General Fund to the internal services funds which is the direct cause for increase in the amount reported for Health Programs.

The insurance fund tracks claims on a fund-by-fund basis and assesses charges to each fund based on historical claims experience and the need to establish a reserve for unanticipated catastrophic losses. The claims liabilities reported in the insurance fund are based on the requirements of Governmental Accounting Standards Board Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated.

The risk of loss associated with actions of employees resulting in damage to persons or property of others is subject to limitations of the New Mexico State Tort Claims Act. The self-insurance fund uses excess worker's compensation insurance agreements to reduce its exposure to large losses from employee on-the-job injuries. Excess insurance permits recovery of a portion of losses from the excess insurer, although it does not discharge the primary liability of the fund as direct insurer of the risks.

NOTE 13: RISK MANAGEMENT (Continued)

Self-insurance premiums and program costs (claims, fees, and transfers from other funds, less reimbursed expenses) were:

	Program Costs (Benefits)	Premiums
Workers Compensation	-	(319,624)
Liability Insurance	4,236,666	-
Unemployment Insurance	-	(35,000)
Total	$ 4,236,666	$ (354,624)

Changes in the insurance fund's estimated liability for insurance claims were:

Claims liabilities, beginning of year	$ 10,207,241
Current year claims and changes in estimates	684,743
Payment of claims liabilities	(1,513,524)
Claim liabilities, end of year	$ 9,378,460

City of Las Cruces

Notes to Financial Statements
June 30, 2025

NOTE 14: DEVELOPMENT IMPACT FEES

Development impact fee activity for the year ended June 30, 2025 is shown below. Unspent fees collected in previous years can be netted with overspent fees and are available for expenditures in the current fiscal year.

Park Impact Fees		
Impact Fees Collected	$	1,521,563
Investment Income		265,879
Expenditures		(4,362,035)
Transfers In (Out)		-
Net Park Impact Fees	$	(2,574,593)
Public Safety Impact Fees		
Impact Fees Collected	$	825,666
Investment Income		30,948
Expenditures		-
Transfers In (Out)		(696,241)
Net Public Safety Impact Fees	$	160,373
Water Impact Fees		
Impact Fees Collected	$	1,092,455
Investment Income		25,905
Expenditures		(814,508)
Transfers In (Out)		(174,358)
Net Water Impact Fees	$	129,494
Wastewater Impact Fees		
Impact Fees Collected	$	2,959,164
Investment Income		512,744
Expenditures		(811,802)
Transfers In (Out)		174,358
Net Wastewater Impact Fees	$	2,834,464
Total Impact Fees		
Collections	$	6,398,848
Investment Income		835,476
Expenditures		(5,988,345)
Transfers In (Out)		(696,241)
Net Impact Fees	$	549,738

NOTE 15: TELSHOR FACILITY FUND

The purpose of this fund is to account for the receipt of proceeds from a lease of Memorial Medical Center. Funds must be used for health care services in the city. The lease with Memorial Medical Center, Inc. (MMCI) was approved by Ordinance 1655 in 1998.

NOTE 15: TELSHOR FACILITY FUND (Continued)

On October 18, 2004, City Council adopted Resolution No. 05-128; restricting the use of the lease proceeds to fund health-related programs and health-related capital projects, the proceeds of such lease are reported in a special revenue fund (Telshor Facility Fund). The net proceeds for the city were $26,083,373.

City Council placed a moratorium on spending from the fund on October 15, 2007, per Resolution No. 08-112. Per City Council request, the resolution defined health-related public services so that the Telshor Facility Fund will be able to meet various health and human service needs. Health-related public services support the continued physical, mental, developmental, emotional and social well-being, safety, and housing needs of City of Las Cruces residents; and to improve the lives of sick, indigent, or low-income people of the City of Las Cruces.

On March 13, 2019, the city received $4,199,501 as final distribution from the escrow funds. The total corpus of the fund was $30,282,874.

Every allocation from the Telshor fund is approved by City Council. Some examples of what has been allocated and types of allocations are as follows:

FY25 Adopted Allocation

Program	**Amount**
Amador Crossing Apartments	4,000,000
Electric Busses	817,513
Fire Station 9	2,000,000
Mano Y Mano Program	$903,000
Parks	4,450,000
Peach Tree Canyon Phase I & II	10,000,000
Pedrena Senior Apartments	2,000,000
Real-Time Crime Center	1,100,000
Three Sisters Apartments	140,000
Total	**$25,410,513**

Council allocated annually $300,000 for FY09 – FY18; $400,000 for FY19 – FY22; $600,000 for FY23 - FY26; to fund health-related public services.

NOTE 16: LAS CRUCES CONVENTION CENTER

In 2008, the City began construction of the Las Cruces Convention Center. Construction and furnishing the convention center was completed in December 2010, with the grand opening in January 2011. The City retains ownership of all the furnishings, equipment, and the convention center facility.

NOTE 16: LAS CRUCES CONVENTION CENTER (Continued)

On July 1, 2019, SMG was awarded the management contract for the convention center. On October 1, 2019, SMG merged with ASM Global. SMG is a subsidiary company under ASM Global and will remain the management company for the convention center. In November 2020, the City and SMG entered an amended agreement extending the contract for an amount of time equal to the closure of the Las Cruces Convention Center due to the COVID-19 pandemic. This term lasted from November 1, 2020 to July 31, 2021. In August 2021, the City and SMG signed a second amendment allowing the City to extend the contract for three additional one-year periods at the City's sole discretion.

In FY19, an annual operating budget was prepared by SMG and provided to the City. The operating budget included a projection of operating revenues and expenses for the fiscal year. The annual budget was subject to review and approval by the City. The City agreed to provide a one-time facility operating fee to establish a minimum balance of $50,000 for the operating account as part of the initial risk and expense associated with the transitioning of management responsibilities. During FY25, the City paid $309,460.85 to restore the minimum balance to SMG's operating account on ten separate transactions when the account balance fell below the $50,000 minimum balance required. To utilize energy incentives relating to the installation of solar panels, the City must and does pay the electric bills directly. The expenditure totaled $76,050.80 in FY25. In FY25, the City paid SMG a total of $44,143.08 as a management fee.

SMG maintained independent records, in accordance with generally accepted accounting principles, of the operations and maintenance of the convention center. The City had the right to audit the records. Additionally, SMG provided monthly financial statements to the City.

City of Las Cruces

Notes to Financial Statements
June 30, 2025

NOTE 17: MAJOR CONSTRUCTION COMMITMENTS

Project	Contract Amount	Spent to Date	Commitment Remaining	Source of Payment
2024-25 HIGH DENSITY MINERAL BOND PROJECT	$ 454,148.64	$ -	$ 454,148.64	Taxes
2024-25 MICRO-SURFACING PROJECT 40-80500-24-17089	$ 1,209,624.07	$ (999,999.00)	$ 209,625.07	Taxes
2024-25 OVERLAY PROJECT - W. AMADOR	$ 1,112,684.87	$ (998,305.00)	$ 114,379.87	STATE GRANTS/Tax Increment Development District Bond/TAXES
2024-25 OVERLAY STRIPING PROJE	$ 39,595.36	$ -	$ 39,595.36	Taxes
2024-25 PAVEMENT REPLACEMENT P	$ 2,629,656.17	$ (2,260,504.84)	$ 369,151.33	23NMFA GRT/Water 2020A Bond Projects/WASTEWATER CAPITAL IMPROVEMENTS
24-25-020 CITY BOND MEDIANS PHASE II	$ 599,005.92	$ (255,491.27)	$ 343,514.65	STATE GRANTS
24-25-068 EMERGENCY LIGHT POLE REPLACEMENT	$ 3,400,000.00	$ (2,141,603.77)	$ 1,258,396.23	2023SSGRT
AIRPORT RUNWAY RECONSTRUCTION	$ 645,995.64	$ (484,952.02)	$ 161,043.62	STATE GRANTS
AMADOR HOTEL REHABILITATION	$ 172,649.91	$ (153,653.35)	$ 18,996.56	Tax Increment Development District Bond
Amador Hotel Renovations	$ 449,482.00	$ -	$ 449,482.00	STATE GRANTS/Tax Increment Development District Bond
AMADOR ITS COMM INFFRA	$ 62,582.37	$ (37,728.67)	$ 24,853.70	Taxes
APODACA PARK AQUATIC PLAYGROUND & REC TRAIL	$ 130,364.01	$ (78,409.71)	$ 51,954.30	IMPACT FEES/FEDERAL GRANTS
APODACA PARK POOL & BATHHOUSE	$ 5,708.40	$ -	$ 5,708.40	Taxes
ARTS & CULTURAL DISTRICT IMPROVEMENTS	$ 1,725,954.75	$ (961,061.68)	$ 764,893.07	STATE GRANTS
BRITTANY ESTATES SEWER LINE EXTENSION	$ 3,051,180.90	$ (2,782,555.89)	$ 268,625.01	Wastewater Operating Funds/Water 2020A Bond Projects/STATE GRANTS
BUILD AMERICA BUY AMERICA	$ 34,375.20	$ -	$ 34,375.20	FEDERAL GRANT
CALLESITA SHADE STRUCTURES	$ 109,192.00	$ (50,090.09)	$ 59,101.91	Tax Increment Development District Bond
CALLESITA SHADE STRUCTURES	$ 42,138.69	$ (6,324.18)	$ 35,814.51	Tax Increment Development District/BOND
CAMPO STREET DESIGN	$ 46,837.27	$ (40,439.80)	$ 6,397.47	Tax Increment Development District Bond
CASA LINDA ACRES RECONSTRUCTION	$ 5,225,104.41	$ (850,924.62)	$ 4,374,179.79	23NMFA GRT/WATER/WASTEWATER/FEDERAL GRANTS
CHANDLER TANK PARK IMPROVEMENTS	$ 1,431,400.26	$ (504,482.82)	$ 926,917.44	2020A NMFA/IMPACT FEES/2020A BOND
CITY HALL HR SUITE INTERIOR RENOVATIONS	$ 99,115.57	$ (5,619.38)	$ 93,496.19	Taxes
CITY HALL SURVILLANCE AND ACCESS CONTROL UPGRADE	$ 153,214.18	$ (76,607.09)	$ 76,607.09	Taxes
COMMUNICATIONS/CASHIERS REMODEL	$ 387,743.22	$ (379,090.54)	$ 8,652.68	Taxes
CORRALITOSS LANDFILL- CONDUIT & INTERCOM	$ 43,549.89	$ -	$ 43,549.89	SCSWA
DA MOVE - LC STRUCTURAL	$ 179,182.10	$ -	$ 179,182.10	STATE GRANTS
DA MOVE AND TORTUGAS TRAILS	$ 156,079.40	$ (849.43)	$ 155,229.97	STATE GRANTS
DESIGN SERVICE SPRUCE/TELSHOR/TRIVIZ 0355A	$ 149,294.32	$ (69,305.17)	$ 79,989.15	STATE GRANTS
Downtown Campo St	$ 139,589.94	$ (43,754.05)	$ 95,835.89	Tax Increment Development District/BOND
DOWNTOWN SECURITY CAMERAS	$ 37,001.90	$ -	$ 37,001.90	Tax Increment Development District Bond
EAST MESA PUBLIC PARK RECREATION CENTER	$ 1,283,311.09	$ (748,911.95)	$ 534,399.14	GO BOND/IMPACT FEES
EAST MESA PUBLIC RECREATION PLAYGROUND	$ 71,321.80	$ -	$ 71,321.80	State Grants/GO BOND/FEDERAL GRANT
EAST MESA ROADS CONSTRUCTION	$ 6,099,771.17	$ (2,230,347.27)	$ 3,869,423.90	23NMFA GRT/STATE GRANTS/GAS CAPITAL IMPROVEMENTS/WATER CAPTIAL IMPROVEMENTS/WASTEWATER CAPITAL IMPROVEMENTS/TAXES
EAST SIDE SENIOR CENTER REPAIRS	$ 7,923.04	$ -	$ 7,923.04	Taxes
Econolite-Centracs Priority Software	$ 154,000.00	$ -	$ 154,000.00	Taxes/Dona Ana County
ECONOMIC WORKFORCE DEVELOPMENT FACILITY	$ 449,300.00	$ (49,157.74)	$ 400,142.26	STATE GRANTS
EL CALDITO SOUP KITCHEN	$ 47,457.31	$ -	$ 47,457.31	STATE GRANTS
EMPRC Shade Structures	$ 343,390.19	$ (287,404.87)	$ 55,985.32	FEDERAL GRANTS/GO BOND
EMPRC SKATE PARK	$ 530,840.52	$ (509,584.62)	$ 21,255.90	STATE GRANTS
EV CHARGING STATION INSTALLATIONS	$ 92,665.07	$ (86,530.99)	$ 6,134.08	Taxes/Dona Ana County
FIBER OPTIC CABLES-MISSOURI PROJECT 0355A	$ 17,623.07	$ (14,356.08)	$ 3,266.99	Taxes
FIBER OPTIC EXT ON NORTHRISE	$ 51,626.44	$ (44,252.34)	$ 7,374.10	Taxes
FIRE STATION 2 BAY REMODEL	$ 130,988.34	$ -	$ 130,988.34	STATE GRANTS
FIRE STATION 9	$ 11,790,739.43	$ (3,572,512.87)	$ 8,218,226.56	STATE GRANTS/GENERAL OBLIGATION BONDS/TAXES
GALLAGHER PARK - INSTALLATION OF SHADE STRUCTURES	$ 37,281.57	$ (31,014.07)	$ 6,267.50	IMPACT FEES/HHR GRT Contingency Fund
GAS PROJECT - DESIGN	$ 412,635.69	$ -	$ 412,635.69	FEDERAL GRANT
HIGHLAND COMMUNITY PARK	$ 1,997,081.17	$ (1,836,714.01)	$ 160,367.16	IMPACT FEES/HHR GRT Contingency Fund
HIGHNOON SOCCER CONCESSION REMODEL	$ 696,457.78	$ (640,131.09)	$ 56,326.69	STATE GRANTS/TAXES
INSTALL FIBER OPTIC CABLE AMADOR, BTW MAIN & SOLANO	$ 41,861.14	$ -	$ 41,861.14	Taxes
LA CASA IMPROVEMENTS	$ 300,081.02	$ (227,752.40)	$ 72,328.62	STATE GRANTS

City of Las Cruces

Notes to Financial Statements
June 30, 2025

NOTE 17: MAJOR CONSTRUCTION COMMITMENTS (Continued)

Project	Contract Amount	Spent to Date	Commitment Remaining	Source of Payment
LA LLORONA PARK IMPROVEMENTS	$ 37,406.68	$ (6,434.85)	$ 30,971.83	GO BOND
Las Cruces Material Processing Facility & Construction Project	$ 1,570,363.55	$ (66,364.68)	$ 1,503,998.87	STATE GRANTS
LAS CRUCES PLAZA SHADE TREES	$ 59,031.25	$ (35,796.39)	$ 23,234.86	Tax Increment Development District Bond
LCU ENERGY SAVINGS PERFORMANCE PH II	$ 523,143.50	$ (449,966.00)	$ 73,177.50	Wastewater 2020B
LCU MAIN CAMPUS SOLAR CARPORT CANOPY	$ 487,620.00	$ -	$ 487,620.00	GAS CAPITAL IMPROVEMENTS
LCU WAREHOUSE	$ 196,587.71	$ (42,482.97)	$ 154,104.74	GAS CAPITAL IMPROVEMENTS/WATER CAPTIAL IMPROVEMENTS/WASTEWATER CAPITAL IMPROVEMENTS/SOLID WASTE CAPITAL APPROVEMENTS
LIFT UP STREETS IMPROVEMENT	$ 10,345.78	$ -	$ 10,345.78	STATE GRANTS
LINE REHABILITATION	$ 79,878.07	$ (33,968.65)	$ 45,909.42	Water & Wastewater Operating Funds
LOHMAN & WALNUT SIGNAL UPGRADE	$ 23,000.00	$ (17,352.81)	$ 5,647.19	STATE GRANTS
LOHMAN AVE & ROADRUNNER PKWY MATERIALS TESTING	$ 1,100.00	$ -	$ 1,100.00	STATE GRANTS
LOHMAN AVE & ROADRUNNER PKWY MEDIANS PROJECT	$ 97,727.10	$ (44,052.41)	$ 53,674.69	State Grants/HHR GRT Contingency Fund
MAAG/RON GALLA DUGOUT	$ 80,142.87	$ -	$ 80,142.87	TELSHOR FUND
MADRID AVE. EXTENSION PROJECT	$ 3,364,710.78	$ (1,398,486.39)	$ 1,966,224.39	23NMFA GRT/STATE GRANTS
MEERSCHEIDT RECREATION CENTER REMODEL	$ 2,613,493.98	$ (409,402.00)	$ 2,204,091.98	2023SSGRT
MIH BLDG ENVIRONMENTAL ASSESSMENT	$ 249,113.60	$ -	$ 249,113.60	STATE GRANTS/Tax Increment Development District Bond/TAXES
MUNICIPAL COURT ROOF REPLACEMENT	$ 159,931.88	$ (11,644.52)	$ 148,287.36	2023SSGRT
MUNICIPAL COURT SECURITY	$ 72,070.79	$ -	$ 72,070.79	2023SSGRT
MUNSON SR CTR ADDITION	$ 1,774,579.54	$ (1,550,865.51)	$ 223,714.03	STATE GRANTS
MVCOH FACILITY RENOVATIONS	$ 20,100,727.10	$ (3,061,951.70)	$ 17,038,775.40	STATE GRANTS/TAXES/FEDERAL GRANTS
NEW TRANSFER STATION	$ 776,170.00	$ (92,156.66)	$ 684,013.34	STATE GRANTS
PARK, PLAYGROUND, RECREATIONAL AREA AND SWIMMING	$ 18,863.60	$ -	$ 18,863.60	STATE GRANTS
PAVEMENT REPLACEMENT 0255A	$ 35,196.59	$ -	$ 35,196.59	Taxes
PIONEER PARK	$ 257,050.29	$ (221,693.20)	$ 35,357.09	STATE GRANTS
PIONEER PARK	$ 78,118.65	$ (50,051.85)	$ 28,066.80	STATE GRANTS
PIONEER PARK & EAST MESA RECREATION PLAYGROUND	$ 238,148.29	$ (127,258.53)	$ 110,889.76	TELSHOR FUND
PROVENCIO VAN DAAM RESTROOM	$ 594.36	$ (297.18)	$ 297.18	IMPACT FEES
PVD RESTROOM PROJECT	$ 577,790.50	$ (567,370.67)	$ 10,419.83	IMPACT FEES
RAILROAD MUSEUM ROOF	$ 126,398.23	$ (124,342.12)	$ 2,056.11	2023SSGRT
REAL TIME CRIME CENTER	$ 1,154,905.47	$ (473,057.57)	$ 681,847.90	STATE GRANTS/TAXES/TELSHOR FUND
RIO GRANDE THEATER RE-ROOFING	$ 371,655.81	$ (332,490.75)	$ 39,165.06	Tax Increment Development District Bond
ROAD CONSTRUCTIONS SERVICES	$ 46,997.73	$ (22,488.06)	$ 24,509.67	Taxes
RW 12-30 BLAST PAD CRACK REPAI	$ 612,934.30	$ (75,365.63)	$ 537,568.67	STATE GRANTS
SCSWA KIOSK	$ 18,331.12	$ (16,081.12)	$ 2,250.00	SCSWA
SCSWA SOLID WASTE MASTER PLAN	$ 279,492.00	$ (88,337.10)	$ 191,154.90	SCSWA
SKATE PARK RENOVATIONS	$ 664,657.97	$ (228,042.88)	$ 436,615.09	STATE GRANTS/TAXES/IMPACT FEES
SOLID WASTE BUILDING NORTHSIDE	$ 52,466.51	$ (36,666.45)	$ 15,800.06	SOLID WASTE OPERATIONS
SOLID WASTE BUILDING SOUTHSIDE	$ 73,468.99	$ (41,334.87)	$ 32,134.12	SOLID WASTE OPERATIONS
SONOMA RANCH BLVD MILE	$ 623,352.83	$ (612,765.75)	$ 10,587.08	GENERAL OBLIGATION BOND
STATION 4 ROOF	$ 490,869.94	$ -	$ 490,869.94	Taxes
STERN DRIVE WATER LINE EXTENSION	$ 528,971.84	$ (411,583.77)	$ 117,388.07	Water 2020A Bond Projects
STREET LIGHTING & TRAFFIC SIGNAL MAINTENANCE	$ 372,083.31	$ (359,124.42)	$ 12,958.89	Taxes
SW SCALE UPGRADE	$ 236,555.47	$ (197,803.00)	$ 38,752.47	SOLID WASTE CAPITAL IMPROVEMENTS
Telshor Spruce	$ 580,893.58	$ (397,346.55)	$ 183,547.03	STATE GRANTS
TRAFFIC SIGNAL NETWORK SYSTEMS	$ 156,737.02	$ (113,051.22)	$ 43,685.80	Taxes
TRANSIT OPERATIONS & MAINTENANCE FACILITY	$ 6,867,689.20	$ (6,739,325.56)	$ 128,363.64	FEDERAL GRANTS/202A BOND
UNIVERSITY AVE ROADWAY STUDY	$ 622,207.92	$ (320,145.54)	$ 302,062.38	STATE GRANTS/2023 SSGRT
UTILITIES ROCK WALL REPLACEMENT PHASE I	$ 201,816.06	$ (186,758.53)	$ 15,057.53	Gas/Water/Wastewater Operating Funds
UTILITIES ROCK WALL REPLACEMENT	$ 227,425.41	$ (200,435.52)	$ 26,989.89	GAS CAPITAL IMPROVEMENTS/WATER CAPTIAL
Valley View Park Playground	$ 384,593.44	$ -	$ 384,593.44	STATE GRANTS/TELSHOR FUND
VILLA MORA DAM PARK DESIGN	$ 88,013.46	$ (43,491.87)	$ 44,521.59	FEDERAL GRANTS
WALK OF HONOR BRICKS	$ 2,000.00	$ (247.85)	$ 1,752.15	DONATIONS
YOUNG PARK	$ 329,393.34	$ (4,857.53)	$ 324,535.81	TELSHOR FUND
Project Total	**$ 97,075,624.61**	**$ (42,673,163.30)**	**$ 54,402,461.31**	

NOTE 18: CONTINGENT LIABILITIES

The City receives financial assistance from federal and state grants and entitlements. Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies. Any disallowed claims may result in a liability of the applicable funds. The City believes that liabilities resulting from disallowed amounts will not have a material effect on the City's financial statements.

The City generally follows the practice of recording liabilities from claims and legal actions only when it is probable that both an asset has been impaired or a liability has been incurred, and the amount of loss can be reasonably estimated. Settlement of any potential claims from various lawsuits in which the City is involved would not, in management's estimation, materially affect the financial statements of the City, unless the budgeted amount is exceeded. The City bases this amount on an annual Actuarial Report based on the City's historical and projected losses.

NOTE 19: DOWNTOWN TAX INCREMENT DEVELOPMENT DISTRICT (TIDD)

In December of 2007, Las Cruces formed the state's first Tax Increment Development District (TIDD) to support downtown revitalization. The Downtown TIDD is geographically aligned with a Metropolitan Redevelopment Area (MRA) and receives a portion of the incremental gross receipts tax and property tax collected within this area. Both Dona Ana County and the City of Las Cruces contribute 75% of the incremental gross receipts tax and 75% of the incremental property tax assessed in the district.

Tax revenues allocated to the Tax Increment Development District (TIDD) support the enhancement and revitalization of the downtown area. Staff-identified and board-approved projects include the reconstruction of Campo Street to enhance pedestrian access and connect downtown with the Mesquite neighborhood, ongoing restoration of the Historic Amador Hotel, reconstruction of Alameda Boulevard, design and development of the Branigan Library, and facility improvements at both the Branigan Cultural Center and the Plaza de Las Cruces.

NOTE 20: AFFILIATED ORGANIZATIONS AND JOINT POWERS AGREEMENTS

The City of Las Cruces (City) is a participant in the following five affiliated organizations, all of which are joint ventures. Other than the City bonds secured by South Central Solid Waste Authority, the City is unaware of any circumstances that would cause a significant benefit or burden to the participating governments.

Mesilla Valley Regional Dispatch Authority

Mesilla Valley Regional Dispatch Authority (MVRDA) was formed through a Joint Powers Agreement (JPA) between the City, Dona Ana County (County), the Village of Hatch, the Town of Mesilla, the City of Sunland Park, and the City of Anthony. The JPA provides for a governing board for the MVRDA. The MVRDA is governed by a Board that consists of thirteen members including an elected official of the City, appointed by the City Council; a member of the County Board of Commissioners, appointed by the Commission; the City Manager; the County Manager; the City Police Chief; the County Sheriff; the City Fire Chief; the County Fire Chief; one member appointed by the Board of Trustees for the Town of Mesilla; one member appointed by the Board of Trustees for the Village of Hatch; one member appointed by the City Council

NOTE 20: AFFILIATED ORGANIZATIONS AND JOINT POWERS AGREEMENTS (Continued)

for the City of Sunland Park; one member appointed by the City Council for the City of Anthony; and one member shall be appointed by a majority vote of the MVRDA Board.

The JPA outlines financial contributions of all members of the JPA. The amount of contributions to the MVRDA budget for Mesilla, Hatch, Sunland, and Anthony shall be determined by the MVRDA Board on an annual basis as part of the process for a budget proposal to the City and County. The contributions shall be based on the number of calls expected for responses within Mesilla, Hatch, Sunland, Anthony, and not based upon a percentage of the MVRDA budget. The remaining contribution requirements are assessed to the City and County via a 53%/47% split, respectively. The JPA provides that if the agreement is terminated, all real or personal property contributed by the parties shall be returned to the respective party that contributed such property and all surplus real or personal property or any surplus money accrued by MVRDA, pursuant to the JPA, shall be returned to the City, County, Hatch, Mesilla, Sunland, and Anthony, in proportion to the most recent budgetary contribution percentages applicable.

The City is the fiscal agent for the organization and accounts for its resources in a custodial fund. Separate audited financial statements were prepared for the year ended June 30, 2025. Requests for copies of financial statements can be made to the City of Las Cruces Comptroller or the City website.

Metro Narcotics Agency

The City is a participant in a joint City–County–State controlled substances investigation project for the City/County area. The organization is governed by a board of eight individuals. The City and County each appoint three members; the remaining two members are the State Police Chief and the District Attorney.

Individuals (agents and support staff) assigned to Metro are paid by their respective agencies. The City and the County make contributions to cover the net operating expenses of the organization in proportion to the number of agents assigned to the organization by the two entities. The JPA provides that if the agreement is terminated by all parties, assets and monies acquired without federal involvement, will be distributed in proportion equal to their investment. Assets received from the federal government, pursuant to the federal asset-sharing procedures, will be distributed to the parties in proportion to their contribution to operational expenses.

The City is the fiscal agent for the organization and accounts for it in a custodial fund. Separate audited financial statements were prepared for the year ended June 30, 2025. Requests for copies of financial statements can be made to the City of Las Cruces Comptroller or the City website.

Metropolitan Planning Organization

The City is a participant in the Mesilla Valley Metropolitan Planning Organization (MPO). The MPO is established by a Joint Powers Agreement (JPA) between the City of Las Cruces, Dona Ana County, and the Town of Mesilla. The MPO is governed by a Governing Board of ten; three each appointed by the City, County, and Town, plus the District One Engineer from the New Mexico Department of Transportation (NMDOT). The Board was constituted for the purpose of establishing, overseeing, and directing transportation related policy for the Las Cruces Urbanized Area and is required for the purposes of using federal transportation funding in the area.

NOTE 20: AFFILIATED ORGANIZATIONS AND JOINT POWERS AGREEMENTS (Continued)

The parties agree that some of the expenses of the transportation planning process will be provided for by federal transportation planning funds from the United States Department of Transportation (USDOT) Federal Highway Administration (FHWA) Section 112 funds and the Federal Transit Administration (FTA) Section 5303 funds, as administered and distributed by the NMDOT. Expenses not so provided shall be assumed by participating agencies according to the Financial Contributions section of the JPA.

The parties may terminate the JPA by giving written notice at least ninety (90) days prior to the effective date of termination.

South Central Solid Waste Authority

The City is a participant in South Central Solid Waste Authority (SCSWA). SCSWA was formed through a Joint Powers Agreement (JPA) between the City and County that establishes a mechanism for designing, constructing, financing, operating, and maintaining regional solid waste landfills and related facilities. SCSWA is reported as a component unit of the City because its revenues are the primary source of debt service for City bonds issued to construct a regional landfill and transfer station.

The repayment of the bonds is secured by a pledge of the Authority's net revenues from operation of the facility. If the net revenues are not enough to satisfy the debt service requirements, the proceeds of the 1/16% Municipal Environmental Services Gross Receipts Tax of the City and the 1/8% County Environmental Services Gross Receipts Tax of the County are pledged.

SCSWA is governed by a board comprised of six working members and two ex-officio members. Three of the members are appointed from the City Council by the Mayor and three members are appointed from the County Commission by the Chairman. The two ex-officio members are the City Manager and the County Manager or their designees. The Mayor of Sunland Park also serves as an ex-officio member if SCSWA provides service to the municipality.

The City serves as the fiscal agent for the Authority for the term of the agreement. The fiscal agent is compensated for services rendered to the Authority. In fiscal year 2025, SCSWA paid $483,336 to the City for fiscal agent services. The annual payment is subject to increases.

The JPA may be terminated upon the mutual consent of both parties and shall not be terminated so long as any revenue bonds issued under the agreement by the City are outstanding. The full term of the bond runs until June 2028.

In fiscal year 2025, the City of Las Cruces paid approximately $4.6 million to SCSWA for solid waste services provided and approximately $4.5 million to SCSWA for recycling services provided. In fiscal year 2025, Dona Ana County paid approximately $1.7 million to SCSWA for solid waste and recycling services provided.

NOTE 20: AFFILIATED ORGANIZATIONS AND JOINT POWERS AGREEMENTS (Continued)

Animal Service Center of the Mesilla Valley

Animal Service Center of the Mesilla Valley was formed through a Joint Powers Agreement (JPA) between the City and the County. The JPA provides for a governing board for the Authority. The ASCMV is governed by a Board that consists of eight voting members. Two are elected officials from the City and two are elected officials from the County. There are four public voting members appointed by consent of the parties' governing bodies (two by the City and two by the County). The two ex-officio members are the City Manager and the County Manager, or their designees.

It is the mission of the center to provide safe shelter for all lost, mistreated, and abandoned animals of the Mesilla Valley and surrounding communities. The operations of the Authority began in February 2009. ASCMV receives funding from members of the JPA. During fiscal year 2025, ASCMV received $2,220,136 from the City and $2,220,136 from County.

The City is the fiscal agent for the organization and accounts for it in a custodial fund. Separate audited financial statements were prepared for the year ended June 30, 2025. Requests for copies of financial statements can be made to the City of Las Cruces Comptroller or the City website.

NOTE 21: SUBSEQUENT EVENTS

Management has evaluated subsequent events through November 17, 2025, the date the financial statements were available to be issued. Based on this evaluation, no events or transactions were identified that would require adjustment to, or disclosure in, the accompanying financial statements.

NOTE 22: RESTATEMENT TO PRIOR PERIOD

During the fiscal year ended June 30, 2025, the City implemented the provisions of Implementation Guidance 2021-1, Question 5.1, Grouped Assets. The guidance requires that assets acquired as a group whose individual costs are below the capitalization threshold but are significant in aggregate should be capitalized. As a result of reassessing our capitalization policy and applying the guidance retroactively, beginning net position as of July 1, 2024 has been restated to reflect the capitalization of trash and recycling containers that were previously expensed. The effect of this restatement is an increase to business-type activities/Solid Waste capital assets of $8,016,211, increase to accumulated depreciation of $4,213,864, and an increase in beginning net position of $3,802,347.

	7/1/2024 As Previously Reported	Restatement due to Implementation Guidance 2021-1, Group Capitalization	7/1/2024 As Restated
Proprietary Funds			
Statement of Net Position			
Solid Waste			
Other capital assets	$ 16,932,292	$ 8,016,211	$ 24,948,503
Accumulated depreciation	(11,474,116)	(4,213,864)	(15,687,980)
Other capital assets, net	$ 5,458,176	$ 3,802,347	$ 9,260,523
Note 4 - Capital Assets			
Business-Type Activities			
Other capital assets			
Machinery and equipment	$ 46,774,422	$ 8,016,211	$ 54,790,633
Less accumulated depreciation	(32,181,427)	(4,213,864)	(36,395,291)
Machinery and equipment, net	$ 14,592,995	$ 3,802,347	$ 18,395,342

NOTE 23: LEASES

For the year ended June 30, 2025, the financial statements include the adoption of GASB Statement No. 87, Leases. The primary objective of this statement is to enhance the relevance and consistency of information about governments' leasing activities. This statement establishes a single model for lease accounting based on the principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

In accordance with GASB No. 87, the City does not recognize a lease receivable and a deferred inflow of resources for short-term leases. Short-term leases are certain leases that, at the commencement of the lease term, has a maximum possible term under the lease contract of 12 months or less, including any options to extend, regardless of their probability of being exercised. The City, being a lessee and lessor, recognizes short-term lease payments as outflows of resources (expenditures) or inflows of resources (revenue), respectively, based on the payment provisions of the lease contract.

NOTE 23: LEASES (Continued)

Variable payments based on the future performance of the lessee or lessor, or usage of the underlying asset are not included in the measurement of lease assets or liabilities.

City of Las Cruces as a Lessor

The City, as a lessor, records a lease receivable and a deferred inflow of resources at the commencement of the lease term. The lease receivable is measured at the present value of the lease payments expected to be received during the lease term and the deferred inflow of resources is measured at the value of the lease receivable.

The City has 31 active leases and the incremental borrow rate for leased parcels and buildings ranges from .1541% to 4.407%.

As of June 30, 2025, the lease receivable balance for government activities is $3,136,616 and deferred inflows of resources is $2,585,806.

Government Activities

	Beginning Balance	Increases	Reductions	Adjustments	Ending Balance
Lease Receivable					
Current portion of lease receivable	$ 272,814	$ 7,989	$ 3,189	$ -	$ 277,614
Lease Receivable-Interest	2,223	42,039	2,223	-	42,039
Lease Receivable	$ 1,564,982	$ 1,500	$ 274,425	$ 1,566,945	$ 2,859,002
Total lease receivable	$ 1,840,019	$ 51,528	$ 279,837	$ 1,566,945	$ 3,178,655

	Beginning Balance	Increases	Reductions	Adjustments	Ending Balance
Deferred Inflow of Resources					
Deferred Inflow of Resources	$ 1,746,336	$ 9,489	$ 289,221	$ 1,119,202	$ 2,585,806
Total Deferred Inflow of Resource	$ 1,746,336	$ 9,489	$ 289,221	$ 1,119,202	$ 2,585,806

The City's governmental activities recognized $289,221 in lease income and $111,482 in lease interest for the year ended June 30, 2025.

City of Las Cruces

Notes to Financial Statements
June 30, 2025

NOTE 23: LEASES (Continued)

The following table presents total future receipts under remaining lease agreements for governmental activities.

Principal and Interest Expected to Maturity

	Governmental Activities		
Fiscal Year	Principal Payments	Interest Payments	Total Payments
2026	$ 280,804	$ 63,564	$ 344,369
2027	289,835	60,090	349,926
2028	293,641	56,252	349,893
2029	297,558	52,335	349,893
2030	301,555	48,336	349,891
2031 - 2035	580,880	193,913	774,793
2036 - 2040	666,922	108,730	775,652
2041 - 2045	213,258	27,003	240,262
2046 - 2050	95,667	15,350	111,017
2051 - 2055	116,294	6,278	122,572
2056 - 2060	202	4	206
Total Principal Payments	$ 3,136,616	$ 631,855	$ 3,768,474

As of June 30, 2025, the lease receivable balance for business-type activities is $646,423 and deferred inflows of resources is $626,155.

Business-Type Activities

	Beginning Balance	Increases	Reductions	Adjustments	Ending Balance
Lease Receivable					
Current portion of lease receivable	$ 33,098	$ -	$ 1,752	$ -	$ 31,346
Lease Receivable	646,786	-	31,709	-	615,077
Total lease receivable	$ 679,884	$ -	$ 33,461	$ -	$ 646,423

	Beginning Balance	Increases	Reductions	Adjustments	Ending Balance
Deferred Inflow of Resources					
Deferred Inflow of Resources	$ 684,794	$ -	$ 58,639	$ -	$ 626,155
Total Deferred Inflow of Resource	$ 684,794	$ -	$ 58,639	$ -	$ 626,155

The City's business-type activities recognized $58,639 in lease income and $12,662 in lease interest income for the year ended June 30, 2025.

NOTE 23: LEASES (Continued)

The following table presents total future receipts under remaining lease agreements for business-type activities.

Principal and Interest Expected to Maturity

	Business-Type Activities		
Fiscal Year	Principal Payments	Interest Payments	Total Payments
2026	$ 31,709	$ 12,475	$ 44,185
2027	32,230	11,952	44,182
2028	31,767	11,418	43,185
2029	31,177	10,878	42,055
2030	29,387	10,335	39,722
2031 - 2035	152,926	43,829	196,755
2036 - 2040	131,225	30,730	161,955
2041 - 2045	93,831	19,542	113,373
2046 - 2050	51,010	11,354	62,364
2051 - 2055	29,635	4,603	34,238
2056 - 2060	11,350	2,368	13,718
2061 - 2065	12,378	1,340	13,718
2066 - 2069	7,798	294	8,092
Total Principal Payments	$ 646,423	$ 171,118	$ 817,541

City of Las Cruces as a Lessee

The City, as a lessee, entered into various agreements for use of land, buildings, and equipment. The lease liability should be measured at the present value of payments expected to be made during the lease term, less any lease incentives, and the lease asset should be measured at the amount of the initial measurement of the lease liability, plus any payments made to the lessor at or before the commencement of the lease term and certain direct costs.

Amount of Lease Assets by Major Classes of Underlying Asset

	As of June 30, 2025	
Asset Class	Lease Asset Value	Accumulated Amortization
Land	$ 1,910,273	$ 832,660
Equipment	80,486	56,134
Buildings	9,499,337	1,830,072
Total Leases	$ 11,490,096	$ 2,718,866

The City, as of June 30, 2025, had 25 active leases. The incremental borrowing rate for a lease term of 1 year to 5 years is .5% to 2.656%, 5 years to 10 years is .75%, 10 years to 19 years is 1.75% and 20 years and over is 3.322% to 4.116%, and leases payments range from $1,864 to $242,000. The combined total value of the lease liability is $9,945,861, and the total combined value of the short-term lease liability is $503,201. The buildings and equipment, the assets, are amortized using the straight-line method on over the lease term.

Principal and interest paid in the current year for governmental activities was $446,418, and $287,792, respectively.

NOTE 23: LEASES (Continued)

The future principal and interest payments for governmental activities are:

Amount of Lease Assets by Major Classes of Underlying Asset

Governmental Activities			
Fiscal Year	Principal Payments	Interest Payments	Total Payments
2026	$ 408,854	$ 276,346	$ 685,200
2027	404,522	264,965	669,487
2028	425,328	253,006	678,334
2029	447,048	240,311	687,359
2030	448,081	227,080	675,161
2031 - 2035	2,584,599	915,882	3,500,481
2036 - 2040	2,550,327	488,825	3,039,152
2041 - 2045	1,331,852	69,093	1,400,945
2046 - 2050	87,491	6,259	93,750
2051 - 2055	18,428	322	18,750
Total Principal Payments	$ 8,706,530	$ 2,742,089	$ 11,448,619

Principal and interest paid in the current year for business-type activities was $107,746, and $16,222, respectively.

The future principal and interest payments for business-type activities are:

Principal and Interest Requirements to Maturity

Business-Type Activities			
Fiscal Year	Principal Payments	Interest Payments	Total Payments
2026	$ 94,347	$ 15,749	$ 110,096
2027	74,710	14,052	88,762
2028	78,565	12,593	91,158
2029	82,569	11,057	93,626
2030	57,413	9,442	66,855
2031 - 2035	167,644	31,031	198,675
2036 - 2040	85,914	20,493	106,407
2041 - 2045	103,718	11,635	115,353
2046 - 2050	18,203	4,556	22,759
2051 - 2055	16,081	1,896	17,977
2056 - 2060	10,167	540	10,707
Total Principal Payments	$ 789,331	$ 133,044	$ 922,375

City of Las Cruces

Notes to Financial Statements
June 30, 2025

NOTE 24: SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS

For the year ended June 30, 2025, the financial statements include the adoption of GASB Statement No. 96, Subscription-Based Information Technology Arrangements (SBITA). The primary objective of this statement is to enhance the relevance and consistency of information about governments' subscription activities. This statement establishes a single model for subscription accounting based on the principle that subscriptions are financings of the right to use an underlying asset. Under this Statement, an organization is required to recognize a subscription liability and an intangible right-to-use subscription asset.

The subscription liability is recognized at the commencement of the subscription term, which is when the subscription asset is placed into service. The subscription is initially measured at the present value of the subscription payments expected to be made during the subscription term. The subscription asset should be initially measured as the sum of (1) the initial subscription liability amount, (2) payments made to the SBITA vendor before commencement of the subscription term, and (3) capitalizable implementation costs, less any incentives received from the SBITA vendor at or before the commencement of the subscription term.

Payments before the commencement of the subscription term associated with the SBITA contract made to the SBITA vendor, as well as payments made for the capitalizable initial implementation costs before the commencement of the subscription term, should be reported as a prepayment (an asset).

In accordance with GASB No. 96, The City considers SBITA that has a maximum possible term of 12 months or less at the subscription commencement date as a short-term arrangement. The City recognizes short-term subscription payments as outflow of resources (expenditures/expenses) based on the contract provisions.

As June 30, 2025, the City had 21 active subscriptions. The subscriptions have payments that range from $3,952 to $1,006,323 and interest rates that range from 0.4950% to 3.2380%. Variable payments based on the future performance of the lessee or lessor, or usage of the underlying assets are not included in the measurement of the lease assets or liabilities.

The combined value of the right to use assets is $5,993,505 with accumulated amortization of $2,120,535 is included within the Subscription Class activities table found below. In addition, the total combined value of the subscription liability is $2,672,706, and the total combined value of the short-term subscription liability is $1,361,790.

Amount of Subscription Assets by Major Classes of Underlying Asset

	As of June 30, 2025	
Asset Class	Subscription Asset Value	Accumulated Amortization
Software	$ 5,993,505	$ 2,120,535
Total Subscriptions	$ 5,993,505	$ 2,120,535

NOTE 24: SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS (Continued)

Governmental Activities

Principal and interest paid in the current year for governmental activities was $1,692,846, and $56,491, respectively.

The future principal and interest payments for governmental activities are:

Governmental Activities			
Fiscal Year	Principal Payments	Interest Payments	Total Payments
2026	$ 1,261,727	$ 60,842	$ 1,322,569
2027	1,265,312	30,696	1,296,008
2028	14,660	340	15,000
Total Principal Payments	$ 2,541,699	$ 91,878	$ 2,633,577

Business-Type Activities

Principal and interest paid in the current year for governmental activities was $99,051, and $3,259, respectively.

The future principal and interest payments for governmental activities are:

Business-Type Activities			
Fiscal Year	Principal Payments	Interest Payments	Total Payments
2026	$ 100,063	$ 1,988	$ 102,052
2027	30,943	608	31,551
Total Principal Payments	$ 131,007	$ 2,596	$ 133,603

NOTE 25: GASB STATEMENT NO. 101, COMPENSATED ABSENCES

The City of Las Cruces recognizes a liability for compensated absences for leave time that (1) has been earned for services previously rendered by employees, (2) accumulates and is allowed to be carried over to subsequent years, and (3) is more likely than not to be used as time off or settled during or upon separation employment. Based on the criteria listed above, two types of leave qualify for liability recognition for compensated absences, annual and sick leave.

The City adopted new accounting guidance Governmental Accounting Standards Board Statement No. 101, Compensated absences in fiscal year 2025. This Statement updates the recognition and measurement guidance for compensated absences. This Statement is effective for the City's financial periods beginning July 1, 2024.

City of Las Cruces

Notes to Financial Statements
June 30, 2025

NOTE 25: GASB STATEMENT NO. 101, COMPENSATED ABSENCES (Continued)

Changes in compensated absences for the governmental activities for the year ending June 30, 2025, were as follows:

Compensated Absences						
Activity Type	Beginning Balance	Restatement due to GASB 101	Restated Beginning Balance	Net Increase	Ending Balance	Amount due Within One Year
Governmental	5,189,037	2,032,072	7,221,109	1,520,026	8,741,135	1,748,227

Changes in compensated absences for the business-type activities for the year ending June 30, 2025, were as follows:

Compensated Absences						
Activity Type	Beginning Balance	Restatement due to GASB 101	Restated Beginning Balance	Net Increase	Ending Balance	Amount due Within One Year
Business Type	1,554,718	924,888	2,479,606	481,554	2,961,159	592,232

*-The change in compensated absences above is a net change for the year.

Required Supplementary Information

CITY OF LAS CRUCES, NEW MEXICO

City of Las Cruces

Schedule of City's Proportionate Share of the Net Pension Liability
Public Employees Retirement Association (PERA)
Last 10 Fiscal Years

		2025	2024
City of Las Cruces Proportion of the Net Pension Liability (Asset)			
Municipal		5.63%	5.46%
Police		4.98%	4.65%
Fire		5.96%	5.96%
City of Las Cruces Proportionate Share of Net Pension Liability (Asset)			
Municipal	$	134,366,187	115,666,737
Police		52,585,888	44,862,787
Fire		58,173,013	53,662,124
City of Las Cruces Covered Payroll			
Municipal	$	57,485,433	53,165,243
Police		14,827,828	12,909,658
Fire		11,168,154	10,579,002
City of Las Cruces Proportionate Share of the Net Pension Liability (Asset) as a Percentage of Its Covered Payroll			
Municipal		233.74%	217.56%
Police		354.64%	347.51%
Fire		520.88%	507.25%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability		66.00%	67.26%

The PERA pension liability amounts for each division were rolled forward from the valuation date to the Plan year ending June 30 of the previous year.

City of Las Cruces

Schedule of City's Proportionate Share of the Net Pension Liability
Public Employees Retirement Association (PERA)
Last 10 Fiscal Years

2023	2022	2021	2020	2019	2018	2017	2016
5.49%	5.32%	5.25%	5.15%	4.93%	4.97%	5.01%	5.03%
4.21%	4.40%	4.63%	4.77%	4.90%	4.90%	4.91%	5.01%
6.73%	7.08%	6.92%	6.80%	6.68%	6.12%	5.79%	5.87%
97,337,569	59,937,412	106,209,400	89,201,823	71,990,380	63,198,637	73,329,081	49,796,563
33,816,467	22,775,827	39,776,830	35,224,908	33,450,650	27,220,489	36,200,879	23,390,154
51,136,066	42,995,103	52,335,772	46,749,288	42,749,150	35,014,102	38,617,182	29,442,649
52,571,774	53,026,536	54,797,960	46,232,164	44,588,361	42,932,089	38,628,050	37,425,872
11,280,411	8,859,578	8,687,149	11,906,454	11,625,976	11,333,930	10,991,888	11,050,695
10,579,002	6,569,825	6,156,619	9,051,778	8,487,146	7,417,574	6,733,578	6,694,291
185.15%	113.03%	193.82%	192.94%	161.46%	147.21%	189.83%	133.05%
299.78%	257.08%	457.88%	295.85%	287.72%	240.17%	329.34%	211.66%
483.37%	654.43%	850.07%	516.47%	503.69%	472.04%	573.50%	439.82%
69.35%	77.25%	66.36%	70.52%	71.13%	73.74%	69.18%	76.99%

City of Las Cruces

Schedule of City's Contributions
Public Employees Retirement Association (PERA)
Last 10 Fiscal Years

	2025	2024
Contributions in relation to the contractually required contribution		
Municipal General	7,703,567	6,196,576
Municipal Police	3,018,269	2,827,998
Municipal Fire	3,080,615	2,555,437
	13,802,451	11,580,011
Contractually required contributions		
Municipal General	7,703,567	6,196,576
Municipal Police	3,018,269	2,827,998
Municipal Fire	3,080,615	2,555,437
	13,802,451	11,580,011
City's covered payroll		
Municipal General	62,060,494	57,485,433
Municipal Police	15,198,948	14,827,828
Municipal Fire	13,185,016	11,168,154
	90,444,458	83,481,415
Contributions "in relation" as a percentage of covered-employee payroll		
Municipal General	12.41%	10.78%
Municipal Police	19.86%	19.07%
Municipal Fire	23.36%	22.88%

City of Las Cruces

Schedule of City's Contributions
Public Employees Retirement Association (PERA)
Last 10 Fiscal Years

2023	2022	2021	2020	2019	2018	2017	2016
5,461,348	4,656,629	4,082,139	4,028,291	3,998,222	4,260,265	4,008,076	3,983,174
2,439,002	2,101,615	2,140,673	2,135,049	2,129,015	1,957,872	1,340,980	2,180,472
2,339,986	2,309,863	2,217,579	2,030,712	1,959,709	1,837,467	1,094,091	1,659,724
10,240,336	9,068,107	8,440,391	8,194,052	8,086,946	8,055,604	6,443,147	7,823,370
5,461,348	4,656,629	4,082,139	4,028,291	3,998,222	4,260,265	4,008,076	3,983,174
2,439,002	2,101,615	2,140,673	2,135,049	2,129,015	1,957,872	1,340,980	2,180,472
2,339,986	2,309,863	2,217,579	2,030,712	1,959,709	1,837,467	1,094,091	1,659,724
10,240,336	9,068,107	8,440,391	8,194,052	8,086,946	8,055,604	6,443,147	7,823,370
53,165,243	52,571,774	53,026,536	54,797,960	46,232,164	44,610,105	42,932,089	38,628,050
12,909,658	11,280,411	8,859,578	8,687,149	11,906,454	10,359,111	11,333,930	10,991,888
10,470,500	10,579,002	6,569,825	6,156,619	9,051,778	8,487,145	7,417,574	6,733,578
76,545,401	74,431,187	68,455,939	69,641,728	67,190,396	63,456,361	61,683,593	56,353,516
10.27%	8.86%	7.70%	7.35%	8.65%	9.55%	9.34%	10.31%
18.89%	18.63%	24.16%	24.58%	17.88%	18.90%	11.83%	19.84%
22.35%	21.83%	33.75%	32.98%	21.65%	21.65%	14.75%	24.65%

City of Las Cruces

Schedule of Employer's Proportionate Share of the Net OPEB Liability of
New Mexico Retiree Health Care Act Plan
NM Retiree Health Care Authority Plan
Last 10 Fiscal Years*

	June 30							
Fiscal Year	**2025**	**2024**	**2023**	**2022**	**2021**	**2020**	**2019**	**2018**
Measurement Date	**2024**	**2023**	**2022**	**2021**	**2020**	**2019**	**2018**	**2017**
City's Proportion of the Net OPEB liability (Asset)	1.60379%	1.51209%	1.59685%	1.61008%	1.59526%	1.72086%	1.58074%	1.49262%
City's Proportionate Share of Net Pension Liability (Asset)	28,624,437	25,749,965	36,912,747	52,977,264	66,983,500	55,796,971	63,488,112	67,640,543
City's Covered Payroll	89,958,756	76,545,401	81,284,750	70,370,666	68,566,133	67,823,495	41,631,772	53,140,536
City's Proportionate Share of the Net Pension Liability (Asset) as a Percentage of Its Covered-employee Payroll	31.82%	33.64%	45.41%	75.28%	97.69%	82.27%	152.50%	127.29%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	46.99%	44.16%	33.33%	25.39%	16.50%	18.92%	13.14%	11.34%

**The amounts presented were determined as of June 30. This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, the City of Las Cruces will present information for those years for which information is available.*

City of Las Cruces

Schedule of Employers Contributions
New Mexico Retiree Health Care Authority (NMRHCA) Plan
Last 10 Fiscal Years*

	2025	2024	2023	2022	2021	2020	2019	2018
Contractually Required Contribution	2,147,592	1,970,467	1,800,812	1,625,695	1,559,715	1,547,087	1,457,909	1,300,015
Contributions in Relation to the Contractually Required Contribution	(2,147,592)	(1,970,467)	(1,800,812)	(1,625,695)	(1,559,715)	(1,547,087)	(1,457,909)	(1,300,015)
Contribution Deficiency (Excess)	-	-	-	-	-	-	-	-
Employer's covered payroll	107,379,600	82,792,712	76,545,401	81,284,750	70,370,666	68,566,133	67,823,495	41,631,772
Contributions as a percentage of covered payroll	2.00%	2.38%	2.35%	2.00%	2.22%	2.26%	2.15%	3.12%

*The amounts presented were determined as of June 30. This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, the City of Las Cruces will present information for those years for which information is available. *However, until a full 10-year trend is compiled, the City of Las Cruces will present information for those years for which information is available.*

City of Las Cruces

Notes to Pension and OPEB Required Supplementary Information
June 30, 2025

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

Changes to Benefit terms: The PERA and COLA and retirement eligibility benefits changes in recent years are described in Note 1 of PERA's ACFR https://www.nmpera.org/financial-overview/

Assumptions: The Public Employee Retirement Association of New Mexico Annual Actuarial Valuations as of June 30, 2024 report is available at https://www.nmpera.org/financial-overview/retirement-fund-valuation-report

Retiree Health Care Authority (RHCA): In the total OPEB liability measured as of June 30, 2024, changes in assumptions include adjustment resulting from an increase in the discount rate from 6.22% to 7.00%. https://www.nmrhca.org/actuarial-valuation-reports/

ACFR COMBINING FINANCIAL STATEMENTS

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FISCAL YEAR ENDED JUNE 30, 2025

CITY OF LAS CRUCES

City of Las Cruces

Special Revenue Fund Descriptions
June 30, 2025

Special Revenue Funds

Special revenue funds are used to account for and report the proceeds of specific revenue sources that are legally restricted or committed to expenditures for specified purposes.

Fund 2000 – HUD Community Development – The Community Development Fund accounts for the administration, operation, and eligible capital expenditures of the Community Development Block Grant (CDBG), the HOME Investment Partnerships Program entitlement grants, and corresponding program incomes that serve low- and moderate-income residents and areas of the community. Funds are provided by the U.S. Department of Housing and Urban Development (HUD), housing loan and interest repayments, and performance bond payments. Title I of the Housing and Community Development Act of 1974 (CDBG) and the Cranston-Gonzales National Affordable Housing Act of 1990 (HOME) requires that this grant be used for these purposes.

Fund 2013 – Affordable Housing Trust Fund – This fund was established to allocate resources for the creation and promotion of affordable housing within the City of Las Cruces. The city adopted Ordinance 2965 in April 2021 to create the fund. This initiative is governed by Chapter 13, Article II of the municipal code. The source of funding is through a transfer from the General Fund, Telshor Facility Fund, and bonds.

Fund 2100 – Special Revenue Grants – This fund is used to track operating grants for different departments. Resources are from various federal, State of New Mexico, county, and foundation sources. All grant funds received by the city from the state and federal government are accounted for and audited in accordance with state and federal requirements.

Fund 2130 – Recreation Projects – This fund provides for the operation and development of community parks and operation of recreation programs. The funding source is $25 for each City of Las Cruces license plate issued by the New Mexico Motor Vehicle Division. City Resolution 09-187 specifies that the fees collected from the City of Las Cruces license plates may only be used to finance the parks and recreation programs. Funding sources also include advertising fees from park and recreation facilities.

Fund 2300 – Fire –Funding is provided by the State Fire Fund for use in the operation, maintenance, and betterment of local fire departments, to include the purchase of supplies and equipment. (Ch. 59A, art. 53 NMSA 1978).

Fund 2303 – Emergency Medical Services – This fund provides for emergency medical services provided through fire department activities. Funding is through a state grant from the New Mexico Department of Health, which requires separate fund accounting. (Ch. 24, art. 10A NMSA 1978).

Police Protection

- **Fund 2401 – Police Protection** – This fund provides for the purchase of supplies, equipment and advanced law enforcement planning and training for the Police Department. The funding source is a Law Enforcement Protection Fund administered by the New Mexico Department of Finance and Administration/Local Government Division. (Ch. 29, art. 13 NMSA 1978).

City of Las Cruces

Special Revenue Fund Descriptions
June 30, 2025

Special Revenue Funds (Continued)

- **Fund 2472 – Vehicle Forfeiture** – Vehicles are seized under the City's Vehicle Forfeiture Ordinance (Las Cruces municipal code, Section 27-6) to aid in decreasing the risk of harm to the public from persons repeatedly driving under the influence of alcohol or drugs. The proceeds from fees, sales, and payments are to be used for DWI prevention and education programs. Ordinance 2059 was adopted in November 2003 to create the fund.

Fund 2421 – DWI Prevention – This fund accounts for the receipt of driving while intoxicated state fines used to defray the cost of tests to determine the influence of alcohol or drugs and fund community programs for the prevention of driving while under the influence or other traffic safety purposes. Receipts were remitted to the state (Section 31-12-7 NMSA 1978). Effective July 1, 2024, this fee was repealed by the state (Laws 2023, ch. 184, § 19). Section 27-12-6-12.2 of the municipal code governs the use of these funds.

Fund 2423 – Traffic Safety Education – This fund provides for the city police department to institute and promote the traffic safety program through education and enforcement and to provide for the purchase of equipment and support services necessary to establish and maintain the program. Funding is provided by a fee of $3.00 from persons convicted of violating any ordinance related to the operation of a motor vehicle. Section 1-11 of the municipal code governs the use of these funds.

Fund 2440 – Prisoner Care – This fund provides for some costs of operations and maintenance of a municipal jail and for paying the costs of housing municipal prisoners in the county jail. Funding is provided by a corrections fee of $20.00 for any person convicted of violating any ordinance relating to the operation of a motor vehicle (Section 35-14-11 NMSA 1978). Effective July 1,2024, this fee was repealed by the state (Laws of 2023, ch. 184, § 19). Section 1-11 of the municipal code governs the use of these funds. The City pays the County $120 per day per person to house municipal prisoners.

Fund 2450 – Public Safety Impact Fees – This fund accounts for revenues and expenditures related to city-wide public safety fees. Funds are to be used for fire, police, rescue, and essential equipment costing $10,000 or more and having a life expectancy of 10 years or more. Funding comes from fees for all new development in the city based on rate tables for various land use. Resolution 12-027 authorized the public safety impact fees. Impact fees are governed by the state Development Fees Act (Ch. 5, art. 8 NMSA 1978) and Chapter 33 of the Las Cruces Land Development Code.

Fund 2490 – Judicial Education Fee – This fund accounts for the receipt of a $3.00 fee imposed on any person convicted of violating any municipal ordinance relating to the operation of a motor vehicle. Receipts were remitted to the state (Section 35-14-11 NMSA 1978). Effective July 1,2024, this fee was repealed by the state (Laws of 2023, ch. 184, § 19). Section 1-11 of the municipal code governs the use of these funds, which are for the education and training (including production of bench books and other written materials) of municipal judges and other municipal court employees.

City of Las Cruces

Special Revenue Fund Descriptions
June 30, 2025

Special Revenue Funds (Continued)

Fund 2491 – Court Automation Fee – This fund provides for the purchase and maintenance of municipal court automation systems. Funding is provided by a fee of $10.00 imposed on any person convicted of violating any municipal ordinance relating to the operation of a motor vehicle. $6.00 of the fee was remitted to the state (Section 35-14-11 NMSA 1978). Effective July 1,2024, this fee was repealed by the state (Laws of 2023, ch. 184, § 19). $4.00 of the fee is for the purchase of equipment and support services necessary to maintain the municipal court. Section 1-11 of the municipal code governs the use of these funds.

Fund 2650 – Flood Control Operations – This fund accounts for expenditures for flood control operations. This fund's revenue source is property taxes.

Fund 2700 – Health Care Services MMC Lease – This fund accounts for the receipt of proceeds from a lease of Memorial Medical Center. Pursuant to the terms of the lease, funds must be used for health care services in the city. The lease with Memorial Medical Center, Inc. was approved by Ordinance 1655 (February 1998).

Fund 2705 – Telshor Facility – This fund accounts for the receipt of proceeds from a lease of Memorial Medical Center to Province Healthcare and the termination of the lease with Memorial Medical Center, Inc. (Resolution 04-199). City Council has restricted the use of the lease proceeds to fund health-related programs and health-related capital projects (Resolution 05-128). The moratorium on the use of the Telshor Facility Fund was lifted in October 2007 (Resolution 08-112).

Fund 2710 – Las Cruces Convention & Visitors Bureau – This fund accounts for the operations of the Las Cruces Convention and Visitors' Bureau to promote tourism within the area. Financing is provided from the Lodgers' Tax. State law requires these taxes to be used to operate the Convention and Visitors' Bureau (Section 3-38-13 to 3-38-25 NMSA 1978).

Fund 2715 – Downtown Revitalization – This fund provides for the redevelopment of the downtown area of Las Cruces. Funding comes from the sale of property in the downtown area, transfers from the General Fund, and other activities focused on revitalization.

Fund 2725 – National Opioid Settlement – This fund accounts for the proceeds of the National Opioid Settlement. The nationwide settlements were reached to resolve opioid litigation brought by states and local political subdivisions against opioid manufacturers, distributors, and retailers for actions contributing to the opioid epidemic. The allocation of settlement funds from the state Opioid Settlement Restricted Fund (Section 6-4-28 to 6-4-29 NMSA 1978) is governed by the New Mexico Opioid Allocation Agreement, which requires a separate fund to be created and used only on opioid remediation.

Fund 2751 – Sonoma Ranch Special Projects – This fund accounts for the reimbursement to the City, through certain assessments, for the construction of public works projects in the Sonoma Ranch area. The City secured a $9.9 million loan from NMFA to finance public works projects. A municipal lien has been recorded on the properties that directly benefit from these projects until such time as the amounts due to the City are paid. The proceeds of the loan were recorded in 2007.

City of Las Cruces

Special Revenue Fund Descriptions
June 30, 2025

Special Revenue Funds (Continued)

Fund 2770 – Valley View Heske Garden – This fund provides for the maintenance of the Valley View Heske Garden. The funding source is the Emma B. Heske Trust given to the City for the purpose of establishing a community garden at Valley View Park. The Heske trust was formally accepted per City Resolution 07-337.

Fund 2780 – Griggs and Walnut Plume Remediation – This fund is for a superfund site that provides payments for water contamination cleanup at the Griggs-Walnut site. It is guided by a settlement agreement between the EPA and City of Las Cruces/Dona Ana County (Resolution 10-150, December 2009). The City of Las Cruces is the fiscal agent. Revenues for the fund are from a settlement payment with the EPA, transfers of Environmental Gross Receipts tax from the General Fund, and water sales. Expenditures are for an EPA study of the area and any remediation activities associated with the site after 2006-07.

Fund 2805 – Environmental Protection Fund – This fund accounts for the revenues generated from an environmental service fee of $0.10 charged for each paper bag provided to customers at retail establishments (Ordinance 2984, August 2021). Fifty percent of the fee is retained by the retail establishment for administrative costs and the remainder of the fee is transmitted to the City. The City dedicates the funds to promoting the ordinance, purchasing reusable bags for the public, and public education regarding sustainability.

Fund 2810 – Gasoline Tax – This fund was required to be established as a separate road fund to record the distribution of the gasoline tax from the State imposed by the Gasoline Tax Act (Section 7-1-6.9 NMSA 1978). Allowable expenditures include construction, reconstruction, resurfacing or other improvement or maintenance of public roads, streets, alleys, bridges, including right-of way and material acquisition, and matching funds for projects subject to cooperative agreements entered with the New Mexico Department of Transportation.

Fund 2815 – TIDD Dedicated Revenues – This fund was established to record the portion of gross receipts and property taxes received from the State of New Mexico Taxation and Revenue Department, Dona Ana County, and the City of Las Cruces, that are dedicated to the Tax Increment Development District (TIDD). The TIDD was approved in a mail-in election on December 10, 2007. (Resolution 08-143)

Fund 2825 – Las Cruces Convention Center – This fund records a Lodger's tax of $2.50 per room for each day that a room in a lodging facility is occupied. The revenue is dedicated to the costs of acquisition of land for and the design, construction, equipping, furnishing, landscaping, operation and maintenance of the convention center, debt service for the construction of a multi-use convention center facility, and administrative costs (Ordinance 2360, March 2007).

City of Las Cruces

Capital Projects Fund Descriptions
June 30, 2025

Capital Projects Funds

Capital projects funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

Fund 4005 – Community Investment Projects – This fund's expenditures are for community investment projects that are funded through transfers from the General Fund.

Fund 4028 – 2023 SSGRT – This fund was established for the construction, purchase, acquisition, and improvement of roadways and public facilities projects. Funding comes from State Shared Gross Receipts Tax Improvement Revenue Bonds, Series 2023 (Ordinance 3024, February 2023). Payment of the bonds comes from the General Fund.

Fund 4031 – 2017 SSGRT Facilities – This fund was established from the 2017 bond issuance for facilities and street projects (Ordinance 2808, May 2017). Expenditures are for existing facilities and streets construction and/or improvements. Payment of the bonds comes from the General Fund.

Fund 4100 – Capital Grant Projects – This fund is used to track all capital improvement grants for multiple departments. Resources are from various federal, State of New Mexico, and foundation sources.

Public Parks

- **Fund 4106 – Public Park Development –** This fund's revenue sources are impact fees paid to the City by subdivision developers in lieu of building parks and/or playgrounds. The park impact fees collected are then spent on park development throughout the entire city. City Ordinance 1456 and Resolution 95-368 authorized the park impact fees. Impact fees are governed by the state Development Fees Act (Ch. 5, art. 8 NMSA 1978) and Chapter 33 of the City of Las Cruces Land Development Code.

- **Fund 4110 – Public Park Projects –** This fund's revenue source is the Emma B. Heske Trust given to the City for the purpose of constructing a community garden at Valley View Park (Resolution 07-337).

Street Improvement

- **Fund 4201 – Capital Contributions –** This fund's primary revenue source is developer contributions. Expenditures are for street and flood control projects.

- **Fund 4205 – Special Street Projects –** This fund was established as a result of development settlements. Resources are made available through the sale of property, developer contributions, and transfers from the Flood Control Operations Fund. Expenditures are for street and flood control projects.

City of Las Cruces

Capital Projects Fund Descriptions
June 30, 2025

Capital Projects Funds (Continued)

Fund 4202 – Sales Tax - Street Maintenance – This fund's expenditures are for major and minor maintenance projects for existing streets that are funded through a transfer from the General Fund, Telshor Fund, Sonoma Ranch Special Projects Fund, and formerly the Street Maintenance Operations Fund.

Fund 4227 – VAD Street Projects – This fund was established as a result of the 2016 and 2019 Voluntary Assessment District bonds. Funding sources include State Shared GRT Improvement Revenue Bonds, Series 2016 (Ordinance 2774, February 2016) and Series 2019 (Ordinance 2894, August 2019). Expenditures are for the construction of roadways, public infrastructure, and drainage projects in the Metro Verde Voluntary Assessment District.

Fund 4231 – General Obligation Bonds 2022 – This fund was established as a result of the 2022 General Obligation (GO) bond questions. Funding sources are from General Obligation Improvement bonds, Series 2023 (Ordinance 3025, February 2023) and Series 2024 (Ordinance 3062, March 2024). Payment of the bonds comes from property taxes. Expenditures are restricted to the following capital projects:

- Affordable Housing – $6,000,000
- New Fire Station No. 9 – $10,000,000
- Park Improvements – $2,000,000
- East Mesa Public Recreation Complex Phase 2 – $5,000,000

TIDD Street Projects

- **Fund 4270 – TIDD Projects –** The revenue sources for this fund are transferred from the Tax Increment Development District (TIDD) Dedicated Revenue Fund and from the General Fund. Expenditures are for the construction and maintenance of public infrastructure improvements in the downtown area (Resolution 08-143).

- **Fund 4271 – TIDD Street Bond Projects –** This fund was established as a result of the 2015 Sponge bond for TIDD Plan related projects. Funding sources are from Tax Increment Development Revenue Bonds, Series 2014 (TIDD Resolution 15-002), Series 2016 (TIDD Resolution 17-001), and Series 2018 (TIDD Resolution 18-001), and transfers from the TIDD Dedicated Revenue Fund. Expenditures are restricted to street projects included in the TIDD Plan.

Fund 4400 – Flood Control – This fund's expenditures are for flood control projects that include land and right-of-way purchases, engineering costs, and capital costs that are funded by transfers from the Flood Control Operations Fund.

Fund 4505 – 2015B Hold Harmless Flood Control Projects – This fund was established as a result of the 2015 New Mexico Hold Harmless Gross Receipts Tax Improvement Revenue Bonds, Series 2015B (Ordinance 2760, September 2015). Expenditures are for economic development capital improvement projects, including Downtown Las Cruces, Las Cruces Airport, Las Cruces Convention Center, and existing flood control construction/improvements. Payments for the bond come from the General Fund.

City of Las Cruces

Capital Projects Fund Descriptions
June 30, 2025

Capital Projects Funds (Continued)

Fund 4613 – **NMFA Equipment –** This fund was established to pay for the acquisition of fire engines, aerial fire trucks, and fire equipment for the fire department. Funding comes from State Shared Gross Receipts Tax Improvement Revenue Bonds, Series 2022 (Ordinance 3007, August 2022). Payment of the bond comes from the General Fund.

Fund 4620 – 2020A NMFA SSGRT – This fund was established as a result of the New Mexico State Shared Gross Receipts Tax Improvement Revenue Bonds, Series 2020A (Ordinance 2925, May 2020). Expenditures are for improvements to public facilities and roadways. Payment of the bond comes from the General Fund.

Fund 4622 – 2023A NMFA Equipment – This fund was established as a result of the New Mexico State Shared Gross Receipts Tax Improvement Revenue Bonds, Series 2023A (Ordinance 3048, November 2023). Expenditures are for the purchase of fire engines, a ladder truck, ambulances, crash trucks, and rescue vehicles for the fire department. Payment of the bond comes from the General Fund.

Fund 4624 – 2018 Gas Tax Loan – This fund was established as the result of a 2018 NMFA loan (Ordinance 2876, October 2018). Expenditures are for replacing street equipment. Payment of the loan comes from the Gas Tax Fund.

Fund 4634 – 2020A NMFA MGRT – This fund was established as a result of the Municipal Gross Receipts Tax Revenue Loan, Series 2020A (Ordinance 2920, April 2020) and 2020B (Ordinance 2919, April 2020). Expenditures are for street and flood construction and/or improvements. Payment of the loans come from the General Fund and formerly the Street Maintenance Operations Fund.

Fund 4636 – 2023A NMFA MGRT – This fund was established as a result of the Municipal Gross Receipts Tax Loan, Series 2023A (Ordinance 3034, June 2023) and 2023B (Ordinance 3035, June 2023). Expenditures are for flood control infrastructure projects and street improvement projects. Payment of the loans come from the General Fund.

City of Las Cruces

Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2025

	Special Revenue			
	Community Development Block Grant	Affordable Housing Trust	Recreation Projects	Fire
Assets				
Pooled cash and investments	$ -	$ -	$ -	$ -
Restricted cash and investments	-	7,495,150	135,886	1,559,020
Receivables, net	4,269,314	3,900,735	-	-
Due from other governmental units	377,316	-	-	-
Total assets	$ 4,646,630	$ 11,395,885	$ 135,886	$ 1,559,020
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities				
Accounts and contracts payable	$ 161,993	-	$ -	$ 246,611
Due to other funds	127,175	-	-	-
Accrued liabilities	10	-	-	-
Unearned revenue	-	-	-	996,134
Total liabilities	289,178	-	-	1,242,745
Deferred Inflows of resources				
Special assessment receipts	-	-	-	-
Unavailable revenue	4,304,536	3,900,000	-	-
Total deferred inflows of resources	4,304,536	3,900,000	-	-
Fund Balances				
Nonspendable:				
Restricted for:				
Economic Development	-	-	-	-
Public safety programs	-	-	-	316,275
Housing and community development	52,916	7,495,885	-	-
Parks and Recreation	-	-	135,886	-
Public Works	-	-	-	-
Debt service	-	-	-	-
Quality of Life	-	-	-	-
Committed for:	-	-	-	-
Health related programs	-	-	-	-
Debt service	-	-	-	-
Public Works	-	-	-	-
Unassigned (deficit)	-	-	-	-
Total fund balances	52,916	7,495,885	135,886	316,275
Total liabilities, deferred inflows of resources, and fund balances	$ 4,646,630	$ 11,395,885	$ 135,886	$ 1,559,020

City of Las Cruces

Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2025

	Special Revenue			
	Emergency Medical Services	Police Protection	DWI Prevention	Traffic Safety Education
Assets				
Pooled cash and investments	$ -	$ -	$ -	$ -
Restricted cash and investments	10,276	150,449	14,854	15,390
Receivables, net	-	-	-	-
Due from other governmental units	-	-	-	-
Total assets	$ 10,276	$ 150,449	$ 14,854	$ 15,390
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities				
Accounts and contracts payable	$ 10,112	$ 23,994	$ -	$ -
Due to other funds	-	-	-	-
Accrued liabilities	-	-	-	-
Unearned revenue	-	21,550	-	-
Total liabilities	10,112	45,544	-	-
Deferred Inflows of resources				
Special assessment receipts	-	-	-	-
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	-	-	-	-
Fund Balances				
Nonspendable:				
Restricted for:				
Economic Development	-	-	-	-
Public safety programs	164	104,905	14,854	15,390
Housing and community development	-	-	-	-
Parks and Recreation	-	-	-	-
Public Works	-	-	-	-
Debt service	-	-	-	-
Quality of Life	-	-	-	-
Committed for:	-	-	-	-
Health related programs	-	-	-	-
Debt service	-	-	-	-
Public Works	-	-	-	-
Unassigned (deficit)	-	-	-	-
Total fund balances	164	104,905	14,854	15,390
Total liabilities, deferred inflows of resources, and fund balances	$ 10,276	$ 150,449	$ 14,854	$ 15,390

City of Las Cruces

Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2025

	Special Revenue			
	Prisoner Care	Public Safety Impact Fee	Judicial Education	Court Automation
Assets				
Pooled cash and investments	$ -	$ -	$ -	$ -
Restricted cash and investments	610,958	745,846	4,902	415,107
Receivables, net	-	-	-	-
Due from other governmental units	-	-	-	-
Total assets	$ 610,958	$ 745,846	$ 4,902	$ 415,107
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities				
Accounts and contracts payable	$ 97,560	$ -	$ -	$ 115
Due to other funds	-	-	-	-
Accrued liabilities	-	-	-	-
Unearned revenue	-	-	-	-
Total liabilities	97,560	-	-	115
Deferred Inflows of resources				
Special assessment receipts	-	-	-	-
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	-	-	-	-
Fund Balances				
Nonspendable:				
Restricted for:				
Economic Development	-	-	-	-
Public safety programs	513,398	745,846	4,902	414,992
Housing and community development	-	-	-	-
Parks and Recreation	-	-	-	-
Public Works	-	-	-	-
Debt service	-	-	-	-
Quality of Life	-	-	-	-
Committed for:				
Health related programs	-	-	-	-
Debt service	-	-	-	-
Public Works	-	-	-	-
Unassigned (deficit)	-	-	-	-
Total fund balances	513,398	745,846	4,902	414,992
Total liabilities, deferred inflows of resources, and fund balances	$ 610,958	$ 745,846	$ 4,902	$ 415,107

City of Las Cruces

Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2025

	Special Revenue			
	Flood Control	Health Care Services From MMC Lease	Convention & Visitors Bureau	Downtown Revitalization
Assets				
Pooled cash and investments	$ -	$ -	$ -	$ -
Restricted cash and investments	3,025,937	679,398	3,972,744	55,908
Receivables, net	-	-	221,019	-
Due from other governmental units	398,972	-	-	-
Total assets	$ 3,424,909	$ 679,398	$ 4,193,763	$ 55,908
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities				
Accounts and contracts payable	$ 115,069	$ 64,835	$ 206,402	$ -
Due to other funds	-	-	-	-
Accrued liabilities	104	-	48	-
Unearned revenue	-	-	-	-
Total liabilities	115,173	64,835	206,450	-
Deferred Inflows of resources				
Special assessment receipts	-	-	-	-
Unavailable revenue	286,250	-	-	-
Total deferred inflows of resources	286,250	-	-	-
Fund Balances				
Nonspendable:				
Restricted for:				
Economic Development	-	-	3,987,313	55,908
Public safety programs	-	-	-	-
Housing and community development	-	-	-	-
Parks and Recreation	-	-	-	-
Public Works	3,023,486	-	-	-
Debt service	-	-	-	-
Quality of Life	-	-	-	-
Committed for:				
Health related programs	-	614,563	-	-
Debt service	-	-	-	-
Public Works	-	-	-	-
Unassigned (deficit)	-	-	-	-
Total fund balances	3,023,486	614,563	3,987,313	55,908
Total liabilities, deferred inflows of resources, and fund balances	$ 3,424,909	$ 679,398	$ 4,193,763	$ 55,908

City of Las Cruces

Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2025

	Special Revenue			
	National Opioid Settlement	Sonoma Ranch	Valley View Heske Garden	Griggs Walnut Plume
Assets				
Pooled cash and investments	$ -	$ -	$ -	$ -
Restricted cash and investments	3,913,314	758,916	176,108	6,276,443
Receivables, net	11,494	7,469,320	-	67,238
Due from other governmental units	-	-	-	-
Total assets	$ 3,924,808	$ 8,228,236	$ 176,108	$ 6,343,681
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities				
Accounts and contracts payable	$ -	$ -	$ 4,979	$ 22,996
Due to other funds	-	-	-	-
Accrued liabilities	-	-	-	4
Unearned revenue	-	-	-	-
Total liabilities	-	-	4,979	23,000
Deferred Inflows of resources				
Special assessment receipts	-	7,469,320	-	-
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	-	7,469,320	-	-
Fund Balances				
Nonspendable:				
Restricted for:				
Economic Development	-	-	-	-
Public safety programs	3,924,808	-	-	-
Housing and community development	-	-	-	-
Parks and Recreation	-	-	171,129	-
Public Works	-	758,916	-	6,320,681
Debt service	-	-	-	-
Quality of Life	-	-	-	-
Committed for:				
Health related programs	-	-	-	-
Debt service	-	-	-	-
Public Works	-	-	-	-
Unassigned (deficit)	-	-	-	-
Total fund balances	3,924,808	758,916	171,129	6,320,681
Total liabilities, deferred inflows of resources, and fund balances	$ 3,924,808	$ 8,228,236	$ 176,108	$ 6,343,681

City of Las Cruces

Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2025

	Special Revenue			
	Environmental Protection	Gasoline Tax	TIDD Dedicated Revenues	Las Cruces Convention Center
Assets				
Pooled cash and investments	$ -	$ -	$ -	$ -
Restricted cash and investments	491,819	1,145,965	3,586,131	442,855
Receivables, net	-	-	-	95,946
Due from other governmental units	-	171,446	893,741	-
Total assets	$ 491,819	$ 1,317,411	$ 4,479,872	$ 538,801
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities				
Accounts and contracts payable	$ -	$ 114,534	$ 81,710	$ -
Due to other funds	-	-	-	-
Accrued liabilities	4	32	-	-
Unearned revenue	-	-	-	-
Total liabilities	4	114,566	81,710	-
Deferred Inflows of resources				
Special assessment receipts	-	-	-	-
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	-	-	-	-
Fund Balances				
Nonspendable:				
Restricted for:				
Economic Development	-	-	4,398,162	-
Public safety programs	-	-	-	-
Housing and community development	-	-	-	-
Parks and Recreation	-	-	-	-
Public Works	-	1,202,845	-	-
Debt service	491,815	-	-	538,801
Quality of Life	-	-	-	-
Committed for:				
Health related programs	-	-	-	-
Debt service	-	-	-	-
Public Works	-	-	-	-
Unassigned (deficit)	-	-	-	-
Total fund balances	491,815	1,202,845	4,398,162	538,801
Total liabilities, deferred inflows of resources, and fund balances	$ 491,819	$ 1,317,411	$ 4,479,872	$ 538,801

City of Las Cruces

Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2025

	Capital Projects			
	Community Investment Projects	2023 SSGRT	2017 SSGRT Facilities	Capital Grant Projects
Assets				
Pooled cash and investments	$ 1,462,495	$ -	$ -	$ -
Restricted cash and investments	-	11,611,544	151,944	1,089,258
Receivables, net	-	38,404	-	102,222
Due from other governmental units	-	-	-	5,336,088
Total assets	$ 1,462,495	$ 11,649,948	$ 151,944	$ 6,527,568
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities				
Accounts and contracts payable	$ 980	$ 735,822	$ -	$ 3,654,813
Due to other funds	-	-	-	-
Accrued liabilities	-	-	-	-
Unearned revenue	-	-	-	2,872,755
Total liabilities	980	735,822	-	6,527,568
Deferred Inflows of resources				
Special assessment receipts	-	-	-	-
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	-	-	-	-
Fund Balances				
Nonspendable:				
Restricted for:				
Economic Development	-	-	-	-
Public safety programs	-	-	-	-
Housing and community development	-	-	-	-
Parks and Recreation	-	-	-	-
Public Works	1,461,515	10,914,126	151,944	-
Debt service	-	-	-	-
Quality of Life		-	-	-
Committed for:				
Health related programs	-	-	-	-
Debt service	-	-	-	-
Public Works	-	-	-	-
Unassigned (deficit)	-	-	-	-
Total fund balances	1,461,515	10,914,126	151,944	-
Total liabilities, deferred inflows of resources, and fund balances	$ 1,462,495	$ 11,649,948	$ 151,944	$ 6,527,568

City of Las Cruces

Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2025

	Capital Projects			
	Public Parks	Street Improvement	Sales Tax-Street Maintenance	VAD Street Project
Assets				
Pooled cash and investments	$ -	$ -	$ -	$ -
Restricted cash and investments	4,572,198	1,992,387	10,303,546	28,306
Receivables, net	-	-	8,960	-
Due from other governmental units	-	-	-	-
Total assets	$ 4,572,198	$ 1,992,387	$ 10,312,506	$ 28,306
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities				
Accounts and contracts payable	$ 34,969	$ -	$ 1,660,537	$ -
Due to other funds	-	-	-	-
Accrued liabilities	-	-	-	-
Unearned revenue	-	-	8,960	-
Total liabilities	34,969	-	1,669,497	-
Deferred Inflows of resources				
Special assessment receipts	-	-	-	-
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	-	-	-	-
Fund Balances				
Nonspendable:				
Restricted for:				
Economic Development	-	-	-	-
Public safety programs	-	-	-	-
Housing and community development	-	-	-	-
Parks and Recreation	4,537,229	-	-	0
Public Works	-	1,992,387	8,643,009	28,306
Debt service	-	-	-	-
Quality of Life	-	-	-	-
Committed for:				
Health related programs	-	-	-	-
Debt service	-	-	-	-
Public Works	-	-	-	-
Unassigned (deficit)	-	-	-	-
Total fund balances	4,537,229	1,992,387	8,643,009	28,306
Total liabilities, deferred inflows of resources, and fund balances	$ 4,572,198	$ 1,992,387	$ 10,312,506	$ 28,306

City of Las Cruces

Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2025

	Capital Projects			
	General Obligation Bonds	TIDD Street Projects	Flood Control	2015B HHS
Assets				
Pooled cash and investments	$ -	$ -	$ -	$ -
Restricted cash and investments	11,016,225	20,716,314	6,353,176	4,328
Receivables, net	-	-	4,393	-
Due from other governmental units	-	-	-	-
Total assets	$ 11,016,225	$ 20,716,314	$ 6,357,569	$ 4,328
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities				
Accounts and contracts payable	$ 397,959	$ 354,756	$ 562,684	$ -
Due to other funds	-	-	-	-
Accrued liabilities	-	-	-	-
Unearned revenue	-	0	-	-
Total liabilities	397,959	354,756	562,684	-
Deferred Inflows of resources				
Special assessment receipts	-	-	-	-
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	-	-	-	-
Fund Balances				
Nonspendable:				
Restricted for:				
Economic Development	-	-	-	-
Public safety programs	-	-	-	-
Housing and community development	-	-	-	-
Parks and Recreation	-	-	-	-
Public Works	10,618,266	20,361,558	5,794,885	4,328
Debt service	-	-	-	-
Quality of Life	-	-	-	-
Committed for:				
Health related programs	-	-	-	-
Debt service	-	-	-	-
Public Works	-	-	-	-
Unassigned (deficit)	-	-	-	-
Total fund balances	10,618,266	20,361,558	5,794,885	4,328
Total liabilities, deferred inflows of resources, and fund balances	$ 11,016,225	$ 20,716,314	$ 6,357,569	$ 4,328

City of Las Cruces

Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2025

	Capital Projects			
	NMFA Equipment	2020A NMFA SSGRT	2023 NMFA Equipment	2018 Gas Tax Loan
Assets				
Pooled cash and investments	$ -	$ -	$ -	$ -
Restricted cash and investments	315,080	229,104	2,956,091	-
Receivables, net	-	-	-	-
Due from other governmental units	-	-	-	-
Total assets	$ 315,080	$ 229,104	$ 2,956,091	$ -
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities				
Accounts and contracts payable	$ 1,080	$ 54,854	$ 130,456	$ -
Due to other funds	-	-	-	-
Accrued liabilities	-	-	-	-
Unearned revenue	-	-	-	-
Total liabilities	1,080	54,854	130,456	-
Deferred Inflows of resources				
Special assessment receipts	-	-	-	-
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	-	-	-	-
Fund Balances				
Nonspendable:				
Restricted for:				
Economic Development	-	-	-	-
Public safety programs	-	-	-	-
Housing and community development	-	-	-	-
Parks and Recreation	-	-	-	-
Public Works	314,000	174,250	2,825,635	-
Debt service	-	-	-	-
Quality of Life	-	-	-	-
Committed for:				
Health related programs	-	-	-	-
Debt service	-	-	-	-
Public Works	-	-	-	-
Unassigned (deficit)	-	-	-	-
Total fund balances	314,000	174,250	2,825,635	-
Total liabilities, deferred inflows of resources, and fund balances	$ 315,080	$ 229,104	$ 2,956,091	$ -

City of Las Cruces

Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2025

	Capital Projects		
	2020A NMFA MGRT	2023A NMFA MGRT	Total
Assets			
Pooled cash and investments	$ -	$ -	$ 1,462,495
Restricted cash and investments	-	6,805,081	113,827,958
Receivables, net	-	-	16,189,045
Due from other governmental units	-	-	7,177,563
Total assets	$ -	$ 6,805,081	$ 138,657,061
Liabilities, Deferred Inflows of Resources, and Fund Balances			
Liabilities			
Accounts and contracts payable	$ -	$ 416,716	$ 9,156,536
Due to other funds	-	-	127,175
Accrued liabilities	-	-	202
Unearned revenue	-	-	3,899,399
Total liabilities	-	416,716	13,183,312
Deferred Inflows of resources			
Special assessment receipts	-	-	7,469,320
Unavailable revenue	-	-	8,490,786
Total deferred inflows of resources	-	-	15,960,106
Fund Balances			
Nonspendable:			
Restricted for:			
Economic Development	-	-	8,441,383
Public safety programs	-	-	6,055,534
Housing and community development	-	-	7,548,801
Parks and Recreation	-	-	4,844,244
Public Works	-	6,388,365	80,978,502
Debt service	-	-	1,030,616
Quality of Life	-	-	-
Committed for:			
Health related programs	-	-	614,563
Debt service	-	-	-
Public Works	-	-	-
Unassigned (deficit)	-	-	-
Total fund balances	-	6,388,365	109,513,643
Total liabilities, deferred inflows of resources, and fund balances	$ -	$ 6,805,081	$ 138,657,061

City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2025

	Special Revenue			
	Community Development Block Grant	Affordable Housing Trust	Recreation Projects	Fire
Revenues				
Taxes:				
Gross receipts	$ -	$ -	$ -	$ -
Property	-	-	-	-
Lodgers	-	-	-	-
State-shared	-	-	8,960	-
Charges for services	-	-	-	-
Fees and fines	-	-	-	-
Investment income (loss)	-	254,043	6,313	-
Intergovernmental:				
Federal	1,803,312	-	-	-
State	-	-	-	1,210,427
Local	-	-	-	-
Other	146,731	-	-	-
Total revenues	1,950,043	254,043	15,273	1,210,427
Expenditures				
Current:				
General government	-	-	-	-
Police	-	-	-	-
Fire	-	-	-	970,218
Community development	1,727,097	1,175,291	-	-
Quality of Life	-	-	-	-
Economic development	-	-	-	-
Public works	-	-	-	-
Parks and Rec	-	-	-	-
Capital outlay	232,550	-	-	249,380
Total expenditures	1,959,647	1,175,291	-	1,219,598
Revenues over (under) expenditures	(9,604)	(921,248)	15,273	(9,171)
Other Financing Sources (Uses)				
Issuance of debt	-	-	-	-
Premium on issuance of debt	-	-	-	-
Sale of capital assets	-	402,102	-	9,171
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	402,102	-	9,171
Net change in fund balance	(9,604)	(519,146)	15,273	-
Fund balances- beginning of year	62,520	8,015,031	120,613	316,275
Fund balance- end of year	$ 52,916	$ 7,495,885	$ 135,886	$ 316,275

City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2025

	Special Revenue			
	Emergency Medical Services	Police Protection	DWI Prevention	Traffic Safety Education
Revenues				
Taxes:				
Gross receipts	$ -	$ -	$ -	$ -
Property	-	-	-	-
Lodgers	-	-	-	-
State-shared	-	-	-	-
Charges for services	-	-	-	-
Fees and fines	-	-	2,265	6,839
Investment income (loss)	-	5,153	676	869
Intergovernmental:				
Federal	-	-	-	-
State	100,000	400,995	-	-
Local	-	-	-	-
Other	-	-	-	-
Total revenues	100,000	406,148	2,941	7,708
Expenditures				
Current:				
General government	-	-	-	-
Police	-	326,170	-	8,821
Fire	100,000	-	-	-
Community development	-	-	-	-
Quality of Life	-	-	-	-
Economic development	-	-	-	-
Public works	-	-	-	-
Parks and Rec	-	-	-	-
Capital outlay	-	80,410	-	-
Total expenditures	100,000	406,580	-	8,821
Revenues over (under) expenditures	-	(432)	2,941	(1,113)
Other Financing Sources (Uses)				
Issuance of debt	-	-	-	-
Premium on issuance of debt				
Sale of capital assets	-	-	-	-
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balance	-	(432)	2,941	(1,113)
Fund balances- beginning of year	164	105,337	11,913	16,503
Fund balance- end of year	$ 164	$ 104,905	$ 14,854	$ 15,390

City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2025

	Special Revenue			
	Prisoner Care	Public Safety Impact Fee	Judicial Education	Court Automation
Revenues				
Taxes:				
Gross receipts	$ -	$ -	$ -	$ -
Property	-	-	-	-
Lodgers	-	-	-	-
State-shared	-	-	-	-
Charges for services	-	-	-	-
Fees and fines	9,455	-	1,345	25,615
Investment income (loss)	39,347	30,948	217	22,093
Intergovernmental:	-	-	-	-
Federal	-	-	-	-
State	-	-	-	-
Local	-	-	-	-
Other	-	825,666	-	-
Total revenues	48,802	856,614	1,562	47,708
Expenditures				
Current:				
General government	549,407	-	-	79,930
Police	-	-	-	-
Fire	-	-	-	-
Community development	-	-	-	-
Quality of Life	-	-	-	-
Economic development	-	-	-	-
Public works	-	-	-	-
Parks and Rec	-	-	-	-
Capital outlay	-	-	-	-
Total expenditures	549,407	-	-	79,930
Revenues over (under) expenditures	(500,605)	856,614	1,562	(32,222)
Other Financing Sources (Uses)				
Issuance of debt	-	-	-	-
Premium on issuance of debt				
Sale of capital assets	-	-	-	-
Transfers in	-	-	-	-
Transfers out	-	(696,241)	-	-
Total other financing sources (uses)	-	(696,241)	-	-
Net change in fund balance	(500,605)	160,373	1,562	(32,222)
Fund balances- beginning of year	1,014,003	585,473	3,340	447,214
Fund balance- end of year	$ 513,398	$ 745,846	$ 4,902	$ 414,992

City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2025

	Special Revenue			
	Flood Control	Health Care Services From MMC Lease	Convention & Visitors Bureau	Downtown Revitalization
Revenues				
Taxes:				
Gross receipts	$ -	$ -	$ -	$ -
Property	6,252,646	-	-	-
Lodgers	-	-	2,689,669	-
State-shared	-	-	-	-
Charges for services	-	-	-	-
Fees and fines	-	-	-	-
Investment income (loss)	65,983	35,620	34,764	2,678
Intergovernmental:				
Federal	-	-	-	-
State	-	-	-	-
Local	-	-	-	-
Other	-	-	19,518	-
Total revenues	6,318,629	35,620	2,743,951	2,678
Expenditures				
Current:				
General government	-	-	-	-
Police	-	-	-	-
Fire	-	-	-	-
Community development	-	565,335	-	-
Quality of Life	-	37,146	-	-
Economic development	-	-	2,501,757	-
Public works	3,022,732	-	-	-
Parks and Rec	-	-	-	-
Capital outlay	11,700	6,821	29,927	-
Total expenditures	3,034,432	609,302	2,531,684	-
Revenues over (under) expenditures	3,284,197	(573,682)	212,267	2,678
Other Financing Sources (Uses)				
Issuance of debt	-	-	-	-
Premium on issuance of debt	-	-	-	-
Sale of capital assets	-	-	8,100	-
Transfers in	14,971	600,000	-	-
Transfers out	(1,999,726)	-	(114,857)	-
Total other financing sources (uses)	(1,984,755)	600,000	(106,757)	-
Net change in fund balance	1,299,442	26,318	105,510	2,678
Fund balances- beginning of year	1,724,044	588,245	3,881,803	53,230
Fund balance- end of year	$ 3,023,486	$ 614,563	$ 3,987,313	$ 55,908

City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2025

	Special Revenue			
	National Opioid Settlement	Sonoma Ranch	Valley View Heske Garden	Griggs Walnut Plume
Revenues				
Taxes:				
Gross receipts	$ -	$ -	$ -	$ -
Property	-	-	-	-
Lodgers	-	-	-	-
State-shared	-	-	-	-
Charges for services	-	-	-	137,950
Fees and fines	-	-	-	-
Investment income (loss)	170,159	329,509	8,447	293,976
Intergovernmental:				
Federal	-	-	-	-
State	-	-	-	-
Local	-	-	-	-
Other	224,317	429,407	-	4,998
Total revenues	394,476	758,916	8,447	436,924
Expenditures				
Current:				
General government	-	-	-	724,136
Police	-	-	-	-
Fire	-	-	-	-
Community development	-	-	-	-
Quality of Life	-	-	-	-
Economic development	-	-	-	-
Public works	-	-	-	-
Parks and Rec	-	-	4,979	-
Capital outlay	-	-	-	50,972
Total expenditures	-	-	4,979	775,108
Revenues over (under) expenditures	394,476	758,916	3,468	(338,184)
Other Financing Sources (Uses)				
Issuance of debt	-	-	-	-
Premium on issuance of debt	-	-	-	-
Sale of capital assets	-	-	-	-
Transfers in	-	-	-	400,000
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	400,000
Net change in fund balance	394,476	758,916	3,468	61,816
Fund balances- beginning of year	3,530,332	-	167,661	6,258,865
Fund balance- end of year	$ 3,924,808	$ 758,916	$ 171,129	$ 6,320,681

City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2025

	Special Revenue			
	Environmental Protection	Gasoline Tax	TIDD Dedicated Revenues	Las Cruces Convention Center
Revenues				
Taxes:				
Gross receipts	$ -	$ -	$ 3,665,810	$ -
Property	-	-	79,499	-
Lodgers	-	-	-	-
State-shared	-	1,916,238	1,893,926	-
Charges for services	-	-	-	-
Fees and fines	-	-	-	1,199,690
Investment income (loss)	22,125	88,383	307,157	31,735
Intergovernmental:				
Federal	-	-	-	-
State	-	-	-	-
Local	-	-	-	-
Other	186,123	-	-	-
Total revenues	208,248	2,004,621	5,946,392	1,231,425
Expenditures				
Current:				
General government	67,039	-	-	-
Police	-	-	-	-
Fire	-	-	-	-
Community development	-	-	-	-
Quality of Life	-	-	-	-
Economic development	-	-	892,132	466,002
Public works	-	2,095,962	-	-
Parks and Rec	-	-	-	-
Capital outlay	-	716,564	-	-
Total expenditures	67,039	2,812,526	892,132	466,002
Revenues over (under) expenditures	141,209	(807,905)	5,054,260	765,423
Other Financing Sources (Uses)				
Issuance of debt	-	-	-	-
Premium on issuance of debt	-	-	-	-
Sale of capital assets	-	-	-	-
Transfers in	-	29,943	-	-
Transfers out	-	(365,819)	(8,515,501)	(923,863)
Total other financing sources (uses)	-	(335,876)	(8,515,501)	(923,863)
Net change in fund balance	141,209	(1,143,781)	(3,461,241)	(158,440)
Fund balances- beginning of year	350,606	2,346,626	7,859,403	697,241
Fund balance- end of year	$ 491,815	$ 1,202,845	$ 4,398,162	$ 538,801

City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2025

	Capital Projects			
	Community Investment Projects	2023 SSGRT	2017 SSGRT Facilities	Capital Grant Projects
Revenues				
Taxes:				
Gross receipts	$ -	$ -	$ -	$ -
Property	-	-	-	-
Lodgers	-	-	-	-
State-shared	-	-	-	-
Charges for services	-	-	-	-
Fees and fines	-	-	-	-
Investment income (loss)	90,608	404,637	-	-
Intergovernmental:				
Federal	-	-	-	1,132,793
State	-	-	-	11,461,605
Local	-	-	-	221,977
Other	-	-	-	-
Total revenues	90,608	404,637	-	12,816,375
Expenditures				
Current:				
General government	-	-	-	-
Police	-	-	-	15,931
Fire	-	-	-	-
Community development	-	-	-	-
Quality of Life	-	-	-	89,653
Economic development	-	-	-	-
Public works	-	-	-	-
Parks and Rec	-	-	-	-
Capital outlay	603,680	2,732,815	-	12,710,791
Total expenditures	603,680	2,732,815	-	12,816,375
Revenues over (under) expenditures	(513,072)	(2,328,178)	-	-
Other Financing Sources (Uses)				
Issuance of debt	-	-	-	-
Premium on issuance of debt	-	-	-	-
Sale of capital assets	-	-	-	-
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balance	(513,072)	(2,328,178)	-	-
Fund balances- beginning of year	1,974,587	13,242,304	151,944	-
Fund balance- end of year	$ 1,461,515	$ 10,914,126	$ 151,944	$ -

City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2025

	Capital Projects			
	Public Parks	Street Improvement	Sales Tax-Street Maintenance	VAD Street Project
Revenues				
Taxes:				
Gross receipts	$ -	$ -	$ -	$ -
Property	-	-	-	-
Lodgers	-	-	-	-
State-shared	-	-	-	-
Charges for services	-	-	-	-
Fees and fines	1,521,563	-	-	-
Investment income (loss)	267,919	94,654	494,269	38,530
Intergovernmental:				
Federal	-	-	-	-
State	-	-	-	-
Local	-	-	-	-
Other	-	6,896	379,799	-
Total revenues	1,789,482	101,550	874,068	38,530
Expenditures				
Current:				
General government	-	-	-	-
Police	-	-	-	-
Fire	-	-	-	-
Community development	-	-	-	-
Quality of Life	-	-	-	-
Economic development	-	-	-	-
Public works	-	-	-	-
Parks and Rec	-	-	-	-
Capital outlay	4,362,035	-	6,333,417	618,793
Total expenditures	4,362,035	-	6,333,417	618,793
Revenues over (under) expenditures	(2,572,553)	101,550	(5,459,349)	(580,263)
Other Financing Sources (Uses)				
Issuance of debt	-	-	-	-
Premium on issuance of debt	-	-	-	-
Sale of capital assets	-	-	5,520	-
Transfers in	-	-	4,500,000	-
Transfers out	-	-	-	(796,549)
Total other financing sources (uses)	-	-	4,505,520	(796,549)
Net change in fund balance	(2,572,553)	101,550	(953,829)	(1,376,812)
Fund balances- beginning of year	7,109,782	1,890,837	9,596,838	1,405,118
Fund balance- end of year	$ 4,537,229	$ 1,992,387	$ 8,643,009	$ 28,306

City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2025

	Capital Projects			
	General Obligation Bonds	TIDD Street Projects	Flood Control	2015B HHS
Revenues				
Taxes:				
Gross receipts	$ -	$ -	$ -	$ -
Property	-	-	-	-
Lodgers	-	-	-	-
State-shared	-	-	-	-
Charges for services	-	-	-	-
Fees and fines	-	-	-	-
Investment income (loss)	600,868	788,601	332,235	-
Intergovernmental:				
Federal	-	-	-	-
State	-	-	-	-
Local	-	-	-	-
Other	-	-	14,963	-
Total revenues	600,868	788,601	347,198	-
Expenditures				
Current:				
General government	-	-	-	-
Police	-	-	-	-
Fire	-	-	-	-
Community development	-	-	-	-
Quality of Life	-	-	-	-
Economic development	-	-	-	-
Public works	-	-	-	-
Parks and Rec	-	-	-	-
Capital outlay	3,831,700	880,318	2,574,684	-
Total expenditures	3,831,700	880,318	2,574,684	-
Revenues over (under) expenditures	(3,230,832)	(91,717)	(2,227,486)	-
Other Financing Sources (Uses)				
Issuance of debt	-	-	-	-
Premium on issuance of debt	-	-	-	-
Sale of capital assets	-	-	-	-
Transfers in	-	8,515,501	1,500,000	-
Transfers out	-	-	-	(9,251)
Total other financing sources (uses)	-	8,515,501	1,500,000	(9,251)
Net change in fund balance	(3,230,832)	8,423,784	(727,486)	(9,251)
Fund balances- beginning of year	13,849,098	11,937,774	6,522,371	13,579
Fund balance- end of year	$ 10,618,266	$ 20,361,558	$ 5,794,885	$ 4,328

City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2025

	Capital Projects			
	NMFA Equipment	2020A NMFA SSGRT	2023 NMFA Equipment	2018 Gas Tax Loan
Revenues				
Taxes:				
Gross receipts	$ -	$ -	$ -	$ -
Property	-	-	-	-
Lodgers	-	-	-	-
State-shared	-	-	-	-
Charges for services	-	-	-	-
Fees and fines	-	-	-	-
Investment income (loss)	23,282	141,296	219,773	(195)
Intergovernmental:				
Federal	-	-	-	-
State	-	-	-	-
Local	-	-	-	-
Other	-	-	-	-
Total revenues	23,282	141,296	219,773	(195)
Expenditures				
Current:				
General government	-	-	-	-
Police	-	-	-	-
Fire	27,888	-	9,798	-
Community development	-	-	-	-
Quality of Life	-	-	-	-
Economic development	-	-	-	-
Public works	-	-	-	-
Parks and Rec	-	-	-	-
Capital outlay	166,531	3,528,763	1,963,734	-
Total expenditures	194,419	3,528,763	1,973,532	-
Revenues over (under) expenditures	(171,137)	(3,387,467)	(1,753,759)	(195)
Other Financing Sources (Uses)				
Issuance of debt	-	-	-	-
Premium on issuance of debt	-	-	-	-
Sale of capital assets	-	-	-	-
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balance	(171,137)	(3,387,467)	(1,753,759)	(195)
Fund balances- beginning of year	485,137	3,561,717	4,579,394	195
Fund balance- end of year	$ 314,000	$ 174,250	$ 2,825,635	$ -

City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2025

	Capital Projects		
	2020 NMFA MGRT	2023A NMFA MGRT	Total
Revenues			
Taxes:			
Gross receipts	$ -	$ -	$ 3,665,810
Property	-	-	6,332,145
Lodgers	-	-	2,689,669
State-shared	-	-	3,819,124
Charges for services	-	-	137,950
Fees and fines	-	-	2,766,772
Investment income (loss)	41,868	388,371	5,676,911
Intergovernmental:			
Federal	-	-	2,936,105
State	-	-	13,173,027
Local	-	-	221,977
Other	-	-	2,238,418
Total revenues	41,868	388,371	43,657,908
Expenditures			
Current:			
General government	-	-	1,420,512
Police	-	-	350,922
Fire	-	-	1,107,904
Community development	-	-	3,467,723
Quality of Life	-	-	126,799
Economic development	-	-	3,859,891
Public works	-	-	5,118,694
Parks and Rec	-	-	4,979
Capital outlay	728,240	2,119,303	44,533,128
Total expenditures	728,240	2,119,303	59,990,552
Revenues over (under) expenditures	(686,372)	(1,730,932)	(16,332,644)
Other Financing Sources (Uses)			
Issuance of debt	-	-	-
Premium on issuance of debt	-	-	-
Sale of capital assets	-	-	424,893
Transfers in	-	-	15,560,415
Transfers out	(356,551)	-	(13,778,358)
Total other financing sources (uses)	(356,551)	-	-
Net change in fund balance	(1,042,923)	(1,730,932)	(14,125,694)
Fund balances- beginning of year	1,042,923	8,119,297	123,639,337
Fund balance- end of year	$ -	$ 6,388,365	$ 109,513,643

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Community Development Block Grant
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Intergovernmental				
Federal	$ 7,004,543	$ 7,004,543	$ 1,803,312	$ (5,201,231)
Other	-	-	146,731	146,731
Total revenues	7,004,543	7,004,543	1,950,043	(5,054,500)
Expenditures				
Current				
Community Development	6,771,775	6,493,275	1,727,097	4,766,178
Capital outlay	232,768	511,268	232,550	215,536
Total expenditures	7,004,543	7,004,543	1,959,647	5,044,896
Revenues over (under) expenditures	-	-	(9,604)	(9,604)
Net change in fund balance	-	-	(9,604)	(9,604)
Fund balances- beginning of year	62,520	62,520	62,520	-
Fund balance- end of year	$ 62,520	$ 62,520	$ 52,916	$ (9,604)

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Affordable Housing Trust Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	**Actual**	
Revenues				
Investment income (loss)	$ 6,032,484	$ 6,032,484	$ 254,043	$ (5,778,441)
Other	-	-	-	-
Total revenues	6,032,484	6,032,484	254,043	(5,778,441)
Expenditures				
Current				
Community development	792,907	7,067,343	1,175,291	5,892,052
Total expenditures	792,907	7,067,343	1,175,291	5,892,052
Revenues over (under) expenditures	5,239,577	(1,034,859)	(921,248)	113,611
Other Financing Sources (Uses)				
Issuance of debt	-	-	-	-
Premium on issuance of debt	-	-	-	-
Sale of capital assets	-	-	402,102	402,102
Total other financing sources (uses)	-	-	402,102	402,102
Net change in fund balance	5,239,577	(1,034,859)	(519,146)	515,713
Fund balances- beginning of year	8,015,031	8,015,031	8,015,031	-
Fund balance- end of year	$ 13,254,608	$ 6,980,172	$ 7,495,885	$ 515,713

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Recreation Projects
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	**Actual**	
Revenues				
Taxes				
State-shared	$ 10,000	$ 10,000	$ 8,960	$ (1,040)
Investment income (loss)	-	-	6,313	6,313
Total revenues	10,000	10,000	15,273	5,273
Expenditures				
Current				
Capital outlay	50,000	50,000	-	50,000
Total expenditures	50,000	50,000	-	50,000
Revenues over (under) expenditures	(40,000)	(40,000)	15,273	55,273
Net change in fund balance	(40,000)	(40,000)	15,273	55,273
Fund balances- beginning of year	120,613	120,613	120,613	
Fund balance- end of year	$ 80,613	$ 80,613	$ 135,886	$ 55,273

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Fire Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Intergovernmental				
State	$ 1,978,330	$ 2,206,561	$ 1,210,427	$ (923,413)
Total revenues	1,978,330	2,206,561	1,210,427	(996,134)
Expenditures				
Current				
Fire	1,880,285	1,886,928	970,218	902,493
Capital outlay	98,045	319,633	249,380	20,920
Total expenditures	1,978,330	2,206,561	1,219,598	986,963
Revenues over (under) expenditures	-	-	(9,171)	(9,171)
Other Financing Sources (Uses)				
Sale of capital assets	-	-	9,171	9,171
Total other financing sources (uses)	-	-	9,171	9,171
Net change in fund balance	-	-	-	-
Fund balances- beginning of year	316,275	316,275	316,275	-
Fund balance- end of year	$ 316,275	$ 316,275	$ 316,275	$ -

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Emergency Medical Services Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	**Actual**	
Revenues				
Intergovernmental				
State	$ 20,000	$ 100,000	$ 100,000	$ -
Total revenues	20,000	100,000	100,000	-
Expenditures				
Current				
Fire	20,000	100,000	100,000	-
Total expenditures	20,000	100,000	100,000	-
Revenues over (under) expenditures	-	-	-	-
Net change in fund balance	-	-	-	-
Fund balances-beginning of the year	164	164	164	-
Fund balances-end of year	$ 164	$ 164	$ 164	$ -

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Police Protection Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	**Actual**	
Revenues				
Investment income (loss)	$ -	$ -	$ 5,153	$ 5,153
Intergovernmental				
State	401,000	401,000	400,995	(5)
Total revenues	401,000	401,000	406,148	5,148
Expenditures				
Current				
General government	-	-	-	-
Police	408,632	328,222	326,170	2,052
Capital outlay	-	80,410	80,410	-
Total expenditures	408,632	408,632	406,580	2,052
Revenues over (under) expenditures	(7,632)	(7,632)	(432)	7,200
Other Financing Sources (Uses)				
Sale of capital assets	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balance	(7,632)	(7,632)	(432)	7,200
Fund balances- beginning of year	105,337	105,337	105,337	-
Fund balance- end of year	$ 97,705	$ 97,705	$ 104,905	$ 7,200

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
DWI Prevention
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	**Actual**	
Revenues				
Fees and fines	$ 10,000	$ 10,000	$ 2,265	$ (7,735)
Investment income (loss)	-	-	676	676
Total revenues	10,000	10,000	2,941	(7,059)
Expenditures				
Current				
Police	10,000	10,000	-	10,000
Total expenditures	10,000	10,000	-	10,000
Revenues over (under) expenditures	-	-	2,941	2,941
Net change in fund balance	-	-	2,941	2,941
Fund balances- beginning of year	11,913	11,913	11,913	-
Fund balances- end of year	$ 11,913	$ 11,913	$ 14,854	$ 2,941

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Traffic Safety Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	**Actual**	
Revenues				
Fees and fines	$ 10,316	$ 10,316	$ 6,839	$ (3,477)
Investment income (loss)	-	-	869	869
Total revenues	10,316	10,316	7,708	(2,608)
Expenditures				
Current				
Police	10,316	10,316	8,821	1,495
Total expenditures	10,316	10,316	8,821	1,495
Revenues over (under) expenditures	-	-	(1,113)	(1,113)
Net change in fund balance	-	-	(1,113)	(1,113)
Fund balances- beginning of year	16,503	16,503	16,503	-
Fund balance- end of year	$ 16,503	$ 16,503	$ 15,390	$ (1,113)

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Prisoner Care Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Fees and fines	$ -	$ -	$ 9,455	$ 9,455
Investment income (loss)	-	-	39,347	39,347
Total revenues	-	-	48,802	48,802
Expenditures				
Current				
General Government	550,000	550,000	549,407	593
Total expenditures	550,000	550,000	549,407	593
Revenues over (under) expenditures	(550,000)	(550,000)	(500,605)	49,395
Other Financing Sources (Uses)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balance	(550,000)	(550,000)	(500,605)	49,395
Fund balances- beginning of year	1,014,003	1,014,003	1,014,003	-
Fund balance- end of year	$ 464,003	$ 464,003	$ 513,398	$ 49,395

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Public Safety Impact Fee Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	**Actual**	
Revenues				
Investment income (loss)	$ -	$ -	$ 30,948	$ 30,948
Other	1,051,210	1,051,210	825,666	$ (225,544)
Total revenues	1,051,210	1,051,210	856,614	$ (194,596)
Expenditures				
Total expenditures	-	-	-	-
Revenues over (under) expenditures	1,051,210	1,051,210	856,614	(194,596)
Other Financing Sources (Uses)				
Transfers out	(696,241)	(696,241)	(696,241)	-
Total other financing sources (uses)	(696,241)	(696,241)	(696,241)	-
Net change in fund balance	354,969	354,969	160,373	(194,596)
Fund balances- beginning of year	585,473	585,473	585,473	-
Fund balance- end of year	$ 940,442	$ 940,442	$ 745,846	(194,596)

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Judicial Education Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Fees and fines	$ 10,000	$ 10,000	$ 1,345	$ (8,655)
Investment income (loss)	-	-	217	217
Total revenues	10,000	10,000	1,562	(8,438)
Expenditures				
Current				
General government	10,000	10,000	-	10,000
Total expenditures	10,000	10,000	-	10,000
Revenues over (under) expenditures	-	-	1,562	1,562
Net change in fund balance	-	-	1,562	1,562
Fund balances- beginning of year	3,340	3,340	3,340	-
Fund balance- end of year	$ 3,340	$ 3,340	$ 4,902	$ 1,562

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Court Automation Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	**Actual**	
Revenues				
Fees and fines	$ 41,000	$ 41,000	$ 25,615	$ (15,385)
Investment income (loss)	-	-	22,093	22,093
Total revenues	41,000	41,000	47,708	6,708
Expenditures				
Current				
General government	148,100	148,100	79,930	68,170
Total expenditures	148,100	148,100	79,930	68,170
Revenues over (under) expenditures	(107,100)	(107,100)	(32,222)	74,878
Net change in fund balance	(107,100)	(107,100)	(32,222)	74,878
Fund balances- beginning of year	447,214	447,214	447,214	-
Fund balance- end of year	$ 340,114	$ 340,114	$ 414,992	$ 74,878

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Special Revenue Flood Control Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Taxes				
Property	$ 5,720,413	$ 5,720,413	$ 6,252,646	$ 532,233
Investment income (loss)	3,570	3,570	65,983	62,413
Total revenues	5,723,983	5,723,983	6,318,629	594,646
Expenditures				
Current				
Public works	3,090,860	3,098,884	3,022,732	76,152
Parks and Rec	50,000	50,000	-	50,000
Capital outlay	-	12,285	11,700	585
Total expenditures	3,140,860	3,161,169	3,034,432	126,737
Revenues over (under) expenditures	2,583,123	2,562,814	3,284,197	721,383
Other Financing Sources (Uses)				
Transfers In	-	14,971	14,971	-
Transfers Out	(1,999,726)	(1,999,726)	(1,999,726)	-
Total other financing sources (uses)	(1,999,726)	(1,984,755)	(1,984,755)	-
Net change in fund balance	583,397	578,059	1,299,442	721,383
Fund balances- beginning of year	1,724,044	1,724,044	1,724,044	-
Fund balance- end of year	$ 2,307,441	$ 2,302,103	$ 3,023,486	$ 721,383

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Health Care Services from MMC Lease Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ -	$ -	$ 35,620	$ 35,620
Total revenues	-	-	35,620	35,620
Expenditures				
Current				
Community development	600,000	600,000	565,335	34,665
Quality of Life	64,918	57,727	37,146	20,581
Capital outlay	177,292	177,292	6,821	170,471
Total expenditures	842,210	835,019	609,302	225,717
Revenues over (under) expenditures	(842,210)	(835,019)	(573,682)	261,337
Other Financing Sources (Uses)				
Transfers out	600,000	600,000	600,000	-
Total other financing sources (uses)	600,000	600,000	600,000	-
Net change in fund balance	(242,210)	(235,019)	26,318	261,337
Fund balances- beginning of year	588,245	588,245	588,245	-
Fund balance- end of year	$ 346,035	$ 353,226	$ 614,563	$ 261,337

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Convention & Visitors Bureau Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	**Actual**	
Revenues				
Taxes				
Lodgers	$ 3,058,973	$ 3,058,973	$ 2,689,669	$ (369,304)
Investment income (loss)	2,000	2,000	34,764	32,764
Intergovernmental				
State	-	-	-	-
Other	5,500	5,500	19,518	14,018
Total revenues	3,066,473	3,066,473	2,743,951	(322,522)
Expenditures				
Current				
Economic development	2,829,574	2,901,883	2,501,757	400,126
Capital outlay	50,000	50,000	29,927	20,073
Total expenditures	2,879,574	2,951,883	2,531,684	420,199
Revenues over (under) expenditures	186,899	114,591	212,267	97,677
Other Financing Sources (Uses)				
Sale of capital assets	-	-	8,100	8,100
Transfers out	-	(150,000)	(114,857)	35,143
Total other financing sources (uses)	-	(150,000)	(106,757)	43,243
Net change in fund balance	186,899	(35,410)	105,510	140,920
Fund balances- beginning of year	3,881,803	3,881,803	3,881,803	-
Fund balance- end of year	$ 4,068,702	$ 3,846,394	$ 3,987,313	$ 140,920

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Downtown Revitalization Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	**Actual**	
Revenues				
Investment income (loss)	$ -	$ -	$ 2,678	$ 2,678
Total revenues	-	-	2,678	2,678
Expenditures				
Total expenditures	-	-	-	-
Revenues over (under) expenditures	-	-	2,678	2,678
Net change in fund balance	-	-	2,678	2,678
Fund balances- beginning of year	53,230	53,230	53,230	-
Fund balance- end of year	$ 53,230	$ 53,230	$ 55,908	$ 2,678

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
National Opioid Settlement
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ -	$ -	$ 170,159	$ 170,159
Other	-	-	224,317.00	224,317.00
Total revenues	-	-	394,476	394,476
Expenditures				
Total expenditures	-	-	-	-
Revenues over (under) expenditures	-	-	394,476	394,476
Other Financing Sources (Uses)				
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balance	-	-	394,476	394,476
Fund balances- beginning of year	3,530,332	3,530,332	3,530,332	-
Fund balance- end of year	$ 3,530,332	$ 3,530,332	$ 3,924,808	$ 394,476

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Sonoma Ranch Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	**Actual**	
Revenues				
Investment income (loss)	$ -	$ -	$ 329,509	$ 329,509
Other	-	-	429,407	429,407
Total revenues	-	-	758,916	758,916
Expenditures				
Total expenditures	-	-	-	-
Revenues over (under) expenditures	-	-	758,916	758,916
Other Financing Sources (Uses)				
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balance	-	-	758,916	758,916
Fund balances- beginning of year	-	-	-	6,320,681
Fund balance- end of year	$ -	$ -	$ 758,916	$ 758,916

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Valley View Heske Garden Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	**Actual**	
Revenues				
Investment income (loss)	$ -	$ -	$ 8,447	$ 8,447
Total revenues	-	-	8,447	8,447
Expenditures				
Current				
Parks and Rec	5,000	5,000	4,979	21
Total expenditures	5,000	5,000	4,979	21
Revenues over (under) expenditures	(5,000)	(5,000)	3,468	8,468
Net change in fund balance	(5,000)	(5,000)	3,468	8,468
Fund balances- beginning of year	167,661	167,661	167,661	-
Fund balance- end of year	$ 162,661	$ 162,661	$ 171,129	$ 8,468

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Griggs Walnut Plume Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Charges for services	$ 100,000	$ 100,000	$ 137,950	$ 37,950
Investment income (loss)	100,000	100,000	293,976	193,976
Other	-	-	4,998	4,998
Total revenues	200,000	200,000	436,924	236,924
Expenditures				
Current				
General government	1,369,788	1,293,988	724,136	569,852
Capital outlay	30,000	165,925	50,972	114,953
Total expenditures	1,399,788	1,459,913	775,108	684,805
Revenues over (under) expenditures	(1,199,788)	(1,259,913)	(338,184)	921,729
Other Financing Sources (Uses)				
Transfers in	400,000	400,000	400,000	-
Total other financing sources (uses)	400,000	400,000	400,000	-
Net change in fund balance	(799,788)	(859,913)	61,816	921,729
Fund balances- beginning of year	6,258,865	6,258,865	6,258,865	-
Fund balance- end of year	$ 5,459,077	$ 5,398,952	$ 6,320,681	$ 921,729

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Environmental Protection Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	**Actual**	
Revenues				
Investment income (loss)	$ -	$ -	$ 22,125	$ 22,125
Other	-	200,000	186,123	(13,877)
Total revenues	-	200,000	208,248	8,248
Expenditures				
Current				
General government	$ -	$ 200,000	$ 67,039	$ 132,961
Total expenditures	-	200,000	67,039	132,961
Revenues over (under) expenditures	-	-	141,209	141,209
Other Financing Sources (Uses)				
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balance	-	-	141,209	141,209
Fund balances- beginning of year	350,606	350,606	350,606	-
Fund balance- end of year	$ 350,606	$ 350,606	$ 491,815	$ 141,209

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Gasoline Tax Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Taxes				
State-shared	$ 2,150,000	$ 2,150,000	$ 1,916,238	$ (233,762)
Investment income (loss)	60,000	60,000	$ 88,383	28,383
Total revenues	2,210,000	2,210,000	2,004,621	(205,379)
Expenditures				
Current				
Public works	1,959,335	1,959,335	2,095,962	(136,627)
Parks and Rec	15,000	15,000	-	15,000
Capital outlay	965,496	965,496	716,564	248,932
Total expenditures	2,939,831	2,939,831	2,812,526	127,305
Revenues over (under) expenditures	(729,831)	(729,831)	(807,905)	(78,074)
Other Financing Sources (Uses)				
Transfers in	-	29,943	29,943	-
Transfers out	(365,819)	(365,819)	(365,819)	-
Total other financing sources (uses)	(365,819)	(335,876)	(335,876)	-
Net change in fund balance	(1,095,650)	(1,065,707)	(1,143,781)	(78,074)
Fund balances- beginning of year	2,346,626	2,346,626	2,346,626	-
Fund balance- end of year	$ 1,250,976	$ 1,280,919	$ 1,202,845	$ (78,074)

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
TIDD Dedicated Revenues Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Taxes				
Gross receipts	$ 3,720,000	$ 3,720,000	$ 3,665,810	$ (54,190)
Property	60,000	60,000	79,499	19,499
State-shared	1,500,000	1,500,000	1,893,926	393,926
Investment income (loss)	70,000	70,000	307,157	237,157
Other	200	200	-	(200)
Total revenues	5,350,200	5,350,200	5,946,392	596,192
Expenditures				
Current				
Economic development	990,000	2,015,000	892,132	1,122,868
Total expenditures	990,000	2,015,000	892,132	1,122,868
Revenues over (under) expenditures	4,360,200	3,335,200	5,054,260	1,719,060
Other Financing Sources (Uses)				
Transfers out	(1,600,000)	(8,515,501)	(8,515,501)	-
Total other financing sources (uses)	(1,600,000)	(8,515,501)	(8,515,501)	-
Net change in fund balance	2,760,200	(5,180,301)	(3,461,241)	1,719,060
Fund balances- beginning of year	7,859,403	7,859,403	7,859,403	-
Fund balance- end of year	$ 10,619,603	$ 2,679,102	$ 4,398,162	$ 1,719,060

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Las Cruces Convention Center Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Fees and fines	$ 1,400,000	$ 1,400,000	$ 1,199,690	$ (200,310)
Investment income (loss)	-	-	31,735	31,735
Total revenues	1,400,000	1,400,000	1,231,425	(168,575)
Expenditures				
Current				
Economic Development	-	575,000	466,002	(108,998)
Total expenditures	-	575,000	466,002	(108,998)
Revenues over (under) expenditures	1,400,000	825,000	765,423	(277,573)
Other Financing Sources (Uses)				
Transfers out	(1,107,256)	(1,107,256)	(923,863)	(183,393)
Total other financing sources (uses)	(1,107,256)	(1,107,256)	(923,863)	183,393
Net change in fund balance	292,744	(282,256)	(158,440)	123,816
Fund balances- beginning of year	697,241	697,241	697,241	-
Fund balance- end of year	$ 989,985	$ 414,985	$ 538,801	$ 123,816

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Community Investment Projects Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ -	$ -	$ 90,608	$ 90,608
Total revenues	-	-	90,608	90,608
Expenditures				
Current				
Capital outlay	5,237,070	6,018,520	603,680	(5,414,840)
Total expenditures	5,237,070	6,018,520	603,680	(5,414,840)
Revenues over (under) expenditures	(5,237,070)	(6,018,520)	(513,072)	(5,324,232)
Other Financing Sources (Uses)				
Transfers in	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balance	(5,237,070)	(6,018,520)	(513,072)	5,505,448
Fund balances- beginning of year	1,974,587	1,974,587	1,974,587	-
Fund balance- end of year	$ (3,262,483)	$ (4,043,933)	$ 1,461,515	$ 5,505,448

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
2023 SSGRT
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ -	$ 350,000	$ 404,637	$ 54,637
Total revenues	-	350,000	404,637	54,637
Expenditures				
Current				
Capital outlay	17,565,532	17,682,306	2,732,815	14,949,491
Total expenditures	17,565,532	17,682,306	2,732,815	(14,949,491)
Revenues over (under) expenditures	(17,565,532)	(17,332,306)	(2,328,178)	15,004,128
Other Financing Sources (Uses)				
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balance	(17,565,532)	(17,332,306)	(2,328,178)	15,004,128
Fund balances- beginning of year	13,242,304	13,242,304	13,242,304	
Fund balance- end of year	$ (4,323,228)	$ (4,090,002)	$ 10,914,126	$ 15,004,128

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
2017 SSGRT Facilities
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ 15,000	$ 15,000	$ -	$ (15,000)
Total revenues	15,000	15,000	-	(15,000)
Expenditures				
Public works	-	-	-	-
Capital outlay	124,976	-	-	-
Total expenditures	124,976	-	-	-
Revenues over (under) expenditures	(109,976)	15,000	-	(15,000)
Net change in fund balance	(109,976)	15,000	-	(15,000)
Fund balances- beginning of year	151,944	151,944	151,944	
Fund balance- end of year	$ 41,968	$ 166,944	$ 151,944	$ (15,000)

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Capital Grants Projects Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Federal	$ 7,619,684	$ 10,871,264	$ 1,132,793	$ (9,738,471)
State	25,989,762	42,961,846	11,461,605	(31,500,241)
Local & Other Grants	799,144	329,755	221,977	(107,778)
Total revenues	34,408,589	54,162,864	12,816,375	(41,346,489)
Expenditures				
Current				
Fire	-	-	15,931	(15,931)
Quality of Life	690,746	216,221	89,653	126,568
Public Works	392,533	332,533	-	332,533
Capital outlay	28,031,813	48,150,613	12,710,791	35,439,822
Total expenditures	29,115,092	48,699,367	12,816,375	35,882,992
Revenues over (under) expenditures	5,293,497	5,463,497	-	(5,463,497)
Net change in fund balance	5,293,497	5,463,497	-	(5,463,497)
Fund balances- beginning of year	-	-	-	-
Fund balance- end of year	$ 5,293,497	$ 5,463,497	$ -	$ (5,463,497)

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Public Parks Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Fees and fines	$ 1,604,874	$ 1,604,874	$ 1,521,563	$ (83,311)
Investment income (loss)	30,000	30,000	267,919	237,919
Total revenues	1,634,874	1,634,874	1,789,482	154,608
Expenditures				
Capital outlay	6,834,601	10,946,258	4,362,035	6,584,223
Total expenditures	6,834,601	10,946,258	4,362,035	6,584,223
Revenues over (under) expenditures	(5,199,727)	(9,311,384)	(2,572,553)	6,738,831
Net change in fund balance	(5,199,727)	(9,311,384)	(2,572,553)	6,738,831
Fund balances- beginning of year	7,109,782	7,109,782	7,109,782	-
Fund balance- end of year	$ 1,910,055	$ (2,201,602)	$ 4,537,229	$ 6,738,831

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Street Improvement Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ -	$ -	$ 94,654	$ 94,654
Other	-	-	6,896	6,896
Total revenues	-	-	101,550	101,550
Expenditures				
Current				
Public Works	1,793,300	2,129,122	-	2,129,122
Total expenditures	1,793,300	2,129,122	-	2,129,122
Revenues over (under) expenditures	(1,793,300)	(2,129,122)	101,550	2,230,672
Net change in fund balance	(1,793,300)	(2,129,122)	101,550	2,230,672
Fund balances- beginning of year	1,890,837	1,890,837	1,890,837	
Fund balance- end of year	$ 97,537	$ (238,285)	$ 1,992,387	$ 2,230,672

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Sales Tax-Street Maintenance Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ 60,000	$ 60,000	$ 494,269	$ 434,269
Intergovernmental				
Other	300,000	2,138,243	379,799	(1,758,444)
Total revenues	360,000	2,198,243	874,068	(1,324,175)
Expenditures				
Current				
Public Works	-	130,000	-	130,000
Capital outlay	25,005,383	23,903,645	6,333,417	17,570,228
Total expenditures	25,005,383	24,033,645	6,333,417	17,700,228
Revenues over (under) expenditures	(24,645,383)	(21,835,402)	(5,459,349)	16,376,053
Other Financing Sources (Uses)				
Sale of capital assets	-	-	5,520	5,520
Transfers in	1,070,000	1,070,000	4,500,000	3,430,000
Transfers out	(3,026,384)	(3,026,384)	-	3,026,384
Total other financing sources (uses)	(1,956,384)	(1,956,384)	4,505,520	6,461,904
Net change in fund balance	(26,601,767)	(23,791,786)	(953,829)	22,837,957
Fund balances- beginning of year	9,596,838	9,596,838	9,596,838	-
Fund balance- end of year	$ (17,004,929)	$ (14,194,948)	$ 8,643,009	$ 22,837,957

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
VAD Street Project Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ 5,000	$ 30,000	$ 38,530	$ 8,530
Total revenues	5,000	30,000	38,530	8,530
Expenditures				
Capital outlay	1,492,318	629,381	618,793	10,588
Total expenditures	1,492,318	629,381	618,793	10,588
Revenues over (under) expenditures	(1,487,318)	(599,381)	(580,263)	19,118
Other Financing Sources (Uses)				
Transfers out	(796,549)	(796,549)	(796,549)	-
Total other financing sources (uses)	(796,549)	(796,549)	(796,549)	-
Net change in fund balance	(2,283,867)	(1,395,930)	(1,376,812)	(777,431)
Fund balances- beginning of year	1,405,118	1,405,118	1,405,118	-
Fund balance- end of year	$ (878,749)	$ 9,188	$ 28,306	$ (777,431)

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
General Obligations Bonds Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ -	$ 510,000	$ 600,868	$ 90,868
Total revenues	-	510,000	600,868	90,868
Expenditures				
Capital outlay	15,823,491	14,154,984	3,831,700	10,323,284
Total expenditures	15,823,491	14,154,984	3,831,700	10,323,284
Revenues over (under) expenditures	(15,823,491)	(13,644,984)	(3,230,832)	10,414,152
Other Financing Sources (Uses)				
Transfers Out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balance	(15,823,491)	(13,644,984)	(3,230,832)	10,414,152
Fund balances- beginning of year	13,849,098	13,849,098	13,849,098	-
Fund balance- end of year	$ (1,974,393)	$ 204,114	$ 10,618,266	$ 10,414,152

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
TIDD Street Projects Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ -	$ -	$ 788,601	$ 788,601
Other	-	-	-	-
Total revenues	-	-	788,601	788,601
Expenditures				
Current				
General government	-	-	-	-
Capital outlay	3,477,947	16,852,515	880,318	15,972,197
Total expenditures	3,477,947	16,852,515	880,318	15,972,197
Revenues over (under) expenditures	(3,477,947)	(16,852,515)	(91,717)	16,760,798
Other Financing Sources (Uses)				
Transfers in	-	-	8,515,501	(8,515,501)
Total other financing sources (uses)	-	-	8,515,501	(8,515,501)
Net change in fund balance	(3,477,947)	(16,852,515)	8,423,784	8,245,297
Fund balances- beginning of year	11,937,774	11,937,774	11,937,774	-
Fund balance- end of year	$ 8,459,827	$ (4,914,741)	$ 20,361,558	$ 8,245,297

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Flood Control Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ 18,500	$ 18,500	$ 332,235	$ 313,735
Other	11,000	11,000	14,963	3,963
Total revenues	29,500	29,500	347,198	317,698
Expenditures				
Capital outlay	16,582,629	16,307,303	2,574,684	13,732,619
Total expenditures	16,582,629	16,307,303	2,574,684	13,732,619
Revenues over (under) expenditures	(16,553,129)	(16,277,803)	(2,227,486)	14,050,317
Other Financing Sources (Uses)				
Transfers in	1,100,000	1,100,000	1,500,000	(400,000)
Total other financing sources (uses)	1,100,000	1,100,000	1,500,000	400,000
Net change in fund balance	(15,453,129)	(15,177,803)	(727,486)	14,450,317
Fund balances- beginning of year	6,522,371	6,522,371	6,522,371	-
Fund balance- end of year	$ (8,930,758)	$ (8,655,432)	$ 5,794,885	$ 14,450,317

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
2015B HHS Fund

For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	**Actual**	
Revenues				
Investment income (loss)	$ -	$ -	$ -	$ -
Total revenues	-	-	-	-
Expenditures				
Capital outlay	-	-	-	-
Total expenditures	-	-	-	-
Revenues over (under) expenditures	-	-	-	-
Other Financing Sources (Uses)				
Transfers out	-	(9,251)	(9,251)	-
Total other financing sources (uses)	-	(9,251)	(9,251)	-
Net change in fund balance	-	(9,251)	(9,251)	-
Fund balances- beginning of year	13,579	13,579	13,579	
Fund balance- end of year	$ 13,579	$ 4,328	$ 4,328	$ -

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
NMFA Equipment
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ -	$ -	$ 23,282	$ 23,282
Total revenues	-	-	23,282	23,282
Expenditures				
Fire	-	195,105	27,888	(167,217)
Capital outlay	-	2,448,195	166,531	(2,281,664)
Total expenditures	-	2,643,300	194,419	(2,448,881)
Revenues over (under) expenditures	-	(2,643,300)	(171,137)	2,472,163
Other Financing Sources (Uses)				
Issuance of debt	-	1,838,875	-	(1,838,875)
Premium on issuance of debt	-	-	-	
Total other financing sources (uses)	-	1,838,875	-	(1,838,875)
Net change in fund balance	-	(804,425)	(171,137)	633,288
Fund balances- beginning of year	485,137	485,137	485,137	-
Fund balance- end of year	$ 485,137	$ (319,288)	$ 314,000	$ 633,288

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
2020A NMFA SSGRT
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ 15,000	$ 130,000	$ 141,296	$ 11,296
Total revenues	15,000	130,000	141,296	11,296
Expenditures				
Capital outlay	7,756,301	6,860,010	3,528,763	3,331,247
Total expenditures	7,756,301	6,860,010	3,528,763	3,331,247
Revenues over (under) expenditures	(7,741,301)	(6,730,010)	(3,387,467)	3,342,543
Net change in fund balance	(7,741,301)	(6,730,010)	(3,387,467)	3,342,543
Fund balances- beginning of year	3,561,717	3,561,717	3,561,717	-
Fund balance- end of year	$ (4,179,584)	$ (3,168,293)	$ 174,250	$ 3,342,543

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
2023 NMFA Equipment
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	**Actual**	
Revenues				
Investment income (loss)	$ -	$ -	$ 219,773	$ 219,773
Total revenues	-	-	219,773	219,773
Expenditures				
Fire	-	70,000	9,798	60,202
Capital outlay	-	4,357,358	1,963,734	2,393,624
Total expenditures	-	4,427,358	1,973,532	2,453,826
Revenues over (under) expenditures	-	(4,427,358)	(1,753,759)	2,673,599
Net change in fund balance	-	(4,427,358)	(1,753,759)	2,673,599
Fund balances- beginning of year	4,579,394	4,579,394	4,579,394	-
Fund balance- end of year	$ 4,579,394	$ 152,036	$ 2,825,635	$ 2,673,599

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
2018 Gas Tax Loan Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ -	$ -	$ (195)	$ (195)
Total revenues	-	-	(195)	(195)
Expenditures				
Capital outlay	1,368,439	1,368,439	-	1,368,439
Total expenditures	1,368,439	1,368,439	-	1,368,439
Revenues over (under) expenditures	(1,368,439)	(1,368,439)	(195)	1,368,244
Other Financing Sources (Uses)				
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balance	(1,368,439)	(1,368,439)	(195)	1,368,244
Fund balances- beginning of year	195	195	195	
Fund balance- end of year	$ (1,368,244)	$ (1,368,244)	$ -	$ 1,368,244

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
2020 NMFA MGRT
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ 20,000	$ 45,000	$ 41,868	$ (3,132)
Total revenues	20,000	45,000	41,868	(3,132)
Expenditures				
Capital outlay	1,843,335	731,373	728,240	3,133
Total expenditures	1,843,335	731,373	728,240	3,133
Revenues over (under) expenditures	(1,823,335)	(686,373)	(686,372)	1
Other Financing Sources (Uses)				
Transfers out	-	(356,551)	(356,551)	-
Total other financing sources (uses)	-	(356,551)	(356,551)	-
Net change in fund balance	(1,823,335)	(1,042,924)	(1,042,923)	1
Fund balances- beginning of year	1,042,923	1,042,923	1,042,923	-
Fund balance- end of year	$ (780,412)	$ (1)	$ -	$ 1

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
2023A NMFA MGRT
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	**Actual**	
Revenues				
Investment income (loss)	$ -	$ 250,000	$ 388,371	$ 138,371
Total revenues	-	250,000	388,371	138,371
Expenditures				
Capital outlay	-	8,229,327	2,119,303	6,110,024
Total expenditures	-	8,229,327	2,119,303	6,110,024
Revenues over (under) expenditures	-	(7,979,327)	(1,730,932)	6,248,395
Net change in fund balance	-	(7,979,327)	(1,730,932)	6,248,395
Fund balances- beginning of year	8,119,297	8,119,297	8,119,297	-
Fund balance- end of year	$ 8,119,297	$ 139,970	$ 6,388,365	$ 6,248,395

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Debt Service Fund
For the Year Ended June 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	**Actual**	
Revenues				
Taxes	$ 5,684,973	$ 5,684,973	$ 6,592,767	$ 907,794
Investment income (loss)	10,000	13,562	$ 729,166	715,604
Other	1,071,352	1,071,352	$ 1,741,371	670,019
Total revenues	6,766,325	6,769,887	9,063,304	2,293,417
Expenditures				
Current				
Debt Service	170,549	170,549	65,928	104,621
Debt Service				
Principal	18,485,609	20,525,609	20,525,609	-
Interest and other charges	5,014,911	5,475,957	5,475,950	7
Debt issuance cost	-	-		-
Total expenditures	23,671,069	26,172,115	26,067,487	104,628
Revenues over (under) expenditures	(16,904,744)	(19,402,228)	(17,004,183)	2,398,045
Other Financing Sources (Uses)				
Issuance of Debt	-	235	18,255,000	(18,254,765)
Transfers in	16,754,380	18,556,491	18,373,098	183,393
Transfers out	-	(382,286)	(18,637,051)	18,254,765
Total other financing sources (uses)	16,754,380	18,174,440	17,991,047	18,438,158
Net change in fund balances	(150,364)	(1,227,788)	986,864	(2,214,652)
Fund balances, beginning of year	15,638,839	15,638,839	15,638,839	-
Fund balances, end of year	$ 15,488,475	$ 14,411,051	$ 16,625,703	$ (2,214,652)

City of Las Cruces

Combining Statement of Net Position
Nonmajor Enterprise Funds
June 30, 2025

	Alternative Fuel Station	Airport	Total
Assets			
Current assets			
Pooled cash and investments	$ -	$ -	$ -
Receivables, net	-	-	-
Current portion of leases receivable	-	31,346	31,346
Current portion of leases interest receivable	-	7,997	7,997
Due from other governmental units	-	531,480	531,480
Total current assets	-	570,823	570,823
Noncurrent assets			
Leases receivable	-	615,077	615,077
Capital assets:			
Land, water rights and construction in progress	-	1,365,577	1,365,577
Right to use leased assets, net of amortization	-	7,592	7,592
Other capital assets, net of depreciation	-	18,212,169	18,212,169
Net capital assets	-	19,585,338	19,585,338
Total noncurrent assets	-	20,200,415	20,200,415
Total assets	-	20,771,238	20,771,238
Deferred outflows of resources			
Deferred outflows related to pensions	-	156,621	156,621
Total deferred outflow of resources	-	156,621	156,621
Liabilities			
Current liabilities			
Accounts payable	-	492,390	492,390
Due to other funds	-	612,195	612,195
Accrued liabilities	-	174	174
Current portion of noncurrent liabilities	-	6,515	6,515
Current subscription liability	-	3,720	3,720
Total current liabilities	-	1,114,994	1,114,994
Noncurrent liabilities			
Compensated absences	-	26,060	26,060
Subscription liability	-	3,835	3,835
Net pension liability	-	679,172	679,172
Total noncurrent liabilities	-	709,067	709,067
Total liabilities	-	1,824,061	1,824,061
Deferred inflow of resources			
Deferred inflows related to pensions	-	10,342	10,342
Deferred inflows related to leases	-	626,155	626,155
Total deferred inflow of resources	-	636,497	636,497
Net position			
Net investment in capital assets	-	19,462,767	19,462,767
Unrestricted (deficit)	-	(995,466)	(995,466)
Total net position	$ -	$ 18,467,301	$ 18,467,301

City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Net Position
Nonmajor Enterprise Funds
For the Year ended June 30, 2025

	Alternative Fuel Station	Airport	Total
Operating revenues			
Sales/charges	$ -	$ 44,140	$ 44,140
Rentals/lease income	-	116,995	116,995
Other	-	1,594	1,594
Total operating revenues	-	162,729	162,729
Operating expenses			
Personnel services	-	467,983	467,983
Supplies	-	34,382	34,382
Utilities	-	54,875	54,875
Professional services	-	609,139	609,139
Motor pool charges	-	33,553	33,553
Motor fuel	-	6,615	6,615
Repairs and maintenance	-	176,051	176,051
Depreciation and amortization	-	1,130,779	1,130,779
Pension expense (benefit)	-	99,913	99,913
Other	-	4,077	4,077
Total operating expenses	-	2,617,367	2,617,367
Operating income (loss)	-	(2,454,638)	(2,454,638)
Nonoperating revenues (expenses)			
Gain (loss) on sale of capital assets	-	21,999	21,999
Grants - state	-	1,896,112	1,896,112
Charges for air service program	-	(1,882,692)	(1,882,692)
Interest expense	-	(272)	(272)
Other		19,047	19,047
Total nonoperating revenues (expenses)	-	54,194	54,194
Income (loss) before capital contributions and transfers	-	(2,400,444)	(2,400,444)
Capital contributions	-	891,870	891,870
Income (loss) before transfers	-	(1,508,574)	(1,508,574)
Transfers			
Transfers in	-	901,271	901,271
Transfers out	(5,000)	-	(5,000)
Change in net position	(5,000)	(607,303)	(612,303)
Net position, beginning of year	5,000	19,092,126	19,097,126
Restatement of beginning net position - Implementation of GASB 101	-	(17,522)	(17,522)
Net position, beginning of year, as restated	5,000	19,074,604	19,079,604
Total net position, end of year	$ -	$ 18,467,301	$ 18,467,301

City of Las Cruces

Combining Statement of Cash Flows
Nonmajor Enterprise Funds
For the Year Ended June 30, 2025

	Alternative Fuel Station	Airport	Total
Cash flows from operating activities			
Cash received from customers	$ -	$ 174,279	$ 174,279
Cash paid to suppliers	-	(1,227,151)	(1,227,151)
Cash paid to employees	-	(529,272)	(529,272)
Payments from (to) other funds	-	(40,168)	(40,168)
Other receipts	-	20,641	20,641
Net cash used by operating activities	-	(1,601,671)	(1,601,671)
Cash flows from noncapital financing activities			
Operating grants	-	2,034,831	2,034,831
Payments to provider for air service program	-	(1,718,750)	(1,718,750)
Transfers in	-	901,271	901,271
Transfers out	(5,000)	-	(5,000)
Negative cash balance implicitly financed	-	195,030	195,030
Net cash provided by noncapital financing activities	(5,000)	1,412,382	1,407,382
Cash flows from capital financing activities			
Purchase of capital assets	-	(942,780)	(942,780)
Sale of capital assets	-	21,999	21,999
Capital grants	-	1,114,175	1,114,175
Principal paid on subscription liability	-	(3,833)	(3,833)
Interest payments for subscription liability	-	(272)	(272)
Net cash used by capital financing activities	-	189,289	189,289
Net increase (decrease) in pooled cash and investments	(5,000)	-	(5,000)
Pooled cash and investments, beginning of year	-	-	-
Pooled cash and investments, end of year	(5,000)	-	(5,000)
Cash and investments at June 30 consisted of:			
Current assets			
Cash and investments	-	-	-
Noncurrent assets			
Restricted cash and investments	-	-	-
Total cash and investments, June 30	$ -	$ -	$ -

(Continued)

City of Las Cruces

Combining Statement of Cash Flows
Nonmajor Enterprise Funds
For the Year Ended June 30, 2025

	Alternative Fuel Station	Airport	Total
Reconciliation of operating income to net cash used by operating activities			
Operating Income (loss)	$ -	$ (2,454,638)	$ (2,454,638)
Adjustments to reconcile operating income to net cash provided by operating activities			
Depreciation and amortization	-	1,130,779	1,130,779
Noncash pension expense	-	99,913	99,913
Noncash OPEB (benefit)	-	-	-
Payments received from air show	-	19,047	19,047
Change in assets and liabilities			
Accounts receivable	-	11,459	11,459
Current portion of leases receivable	-	1,752	1,752
Current portion of leases interest receivable	-	295	295
Accounts payable	-	(322,059)	(322,059)
Wages payable and accrued liabilities	-	(21,275)	(21,275)
Compensated absences	-	(5,961)	(5,961)
Net pension liability, net of noncash expense	-	(12,155)	(12,155)
Leases receivable	-	31,709	31,709
Deferred outflows - NPL and OPEB	-	(10,798)	(10,798)
Deferred inflows - NPL and OPEB	-	(11,100)	(11,100)
Deferred inflows related to leases	-	(58,639)	(58,639)
Total adjustments	-	852,967	852,967
Net cash used by operating activities	$ -	$ (1,601,671)	$ (1,601,671)
Non-cash investing/financing activities			
Acquisition of subscription assets	-	11,387	11,387
Acquisition of subscription liabilities	-	(11,387)	(11,387)
Restatement of beginning net position - Implementation of GASB 101	-	(17,522)	(17,522)
Total non-cash investing/financing activities	-	(17,522)	(17,522)

City of Las Cruces

Combining Statement of Net Position
Nonmajor Internal Service Funds
June 30, 2025

	Internal Services	Self Insurance	Total
Assets			
Current assets			
Pooled cash and investments	$ 973,577	$ 6,633,773	$ 7,607,350
Receivables, net	-	-	-
Inventory	462,037	-	462,037
Total current assets	1,435,614	6,633,773	8,069,387
Noncurrent assets			
Capital Assets	2,207,553	3,851	2,211,404
Less accumulated depreciation	(2,185,064)	(3,851)	(2,188,915)
Capital assets, net of depreciation	22,489	-	22,489
Total capital assets	22,489	-	22,489
Total noncurrent assets	22,489	-	22,489
Total assets	1,458,103	6,633,773	8,091,876
Deferred outflows of resources			
Deferred outflows related to pensions	654,033	42,896	696,929
Deferred outflows related to OPEB	151,094	8,345	159,439
Total deferred outflows of resources	805,127	51,241	856,368
Liabilities			
Current liabilities			
Accounts and contracts payable	188,610	473,121	661,731
Accrued liabilities	104	9	113
Current portion of noncurrent liabilities	39,754	3,369,468	3,409,222
Total current liabilities	228,468	3,842,598	4,071,066
Noncurrent liabilities			
Compensated absences	159,016	3,659	162,675
Estimated liability for insurance claims	-	9,378,460	9,378,460
Net pension liability	3,038,020	130,216	3,168,236
Net OPEB liabilty	401,853	22,195	424,048
Total noncurrent liabilities	3,598,889	9,534,530	13,133,419
Total liabilities	3,827,357	13,377,128	17,204,485
Deferred inflows of resources			
Deferred inflows related to pensions	47,933	929	48,862
Deferred inflows related to OPEB	345,489	19,082	364,571
Total deferred Inflows of resources	393,422	20,011	413,433
Net position			
Net investement in capital assets	22,489	-	22,489
Unrestricted (deficit)	(1,980,038)	(6,712,125)	(8,692,163)
Total net position	$ (1,957,549)	$ (6,712,125)	$ (8,669,674)

City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Net Position
Nonmajor Internal Service Funds
June 30, 2025

	Internal Services	Self Insurance	Total
Operating revenues			
Motor pool charges	$ 7,239,564	-	$ 7,239,564
Rental charges and other	36,532	248,719	285,251
Charges for insurance	-	357,410	357,410
Total operating revenues	7,276,096	606,129	7,882,225
Cost of services	(3,751,933)	-	(3,751,933)
Gross margin	3,524,163	606,129	4,130,292
Operating expenses			
Personnel services	2,482,832	142,417	2,625,249
Supplies	165,756	89,377	255,133
Utilities	28,328	-	28,328
Professional services	1,176,581	1,709,037	2,885,618
Motor pool charges	9,565	-	9,565
Repairs and maintenance	26,280	-	26,280
Depreciation and amortization	16,534	-	16,534
Claims and judgments	-	684,743	684,743
Insurance	-	2,893,896	2,893,896
Pension expense (benefit)	417,224	27,364	444,588
Pension expense - OPEB (benefit)	(85,138)	(4,702)	(89,840)
Other	31,772	6,740	38,512
Total operating expenses	4,269,734	5,548,872	9,818,606
Operating income (loss)	(745,571)	(4,942,743)	(5,688,314)
Nonoperating revenues (expenses)			
Gain on sale of assets	2,424	-	2,424
Debt issuance cost	-	(254,765)	(254,765)
Investment income (loss)	37,744	463,079	500,823
Total nonoperating revenue (expenses)	40,168	208,314	248,482
Income (loss) before transfers	(705,403)	(4,734,429)	(5,439,832)
Transfers in	-	21,235,438	21,235,438
Transfers out	-	-	-
Change in net position	(705,403)	16,501,009	15,795,606
Net position, beginning of year	(1,180,499)	(23,210,444)	(24,390,943)
Restatement - GASB 101 (Note 26)	(71,647)	(2,690)	(74,337)
Net position, beginning of year, as restated	(1,252,146)	(23,213,134)	(24,465,280)
Net position, end of year	$ (1,957,549)	$ (6,712,125)	$ (8,669,674)

City of Las Cruces

Combining Statement of Cash Flows
Nonmajor Internal Service Funds
June 30, 2025

	Internal Services	Self Insurance	Total
Cash flows from operating activities			
Cash received from customers	$ 7,276,096	$ 607,387	$ 7,883,483
Cash paid to suppliers	(5,242,712)	(4,505,284)	(9,747,996)
Cash paid to employees	(2,689,268)	(172,134)	(2,861,402)
Claims paid	-	(21,799,538)	(21,799,538)
Net cash provided (used) by operating activities	(655,884)	(25,869,569)	(26,525,453)
Cash flows from noncapital financing activities			
Transfers in	-	21,235,438	21,235,438
Transfers out	-	-	-
Debt issuance costs	-	(254,765)	(254,765)
Net cash provided by noncapital	-	20,980,673	20,980,673
Cash flows from capital and related financing activities			
Purchase of capital assets	(14,303)	-	(14,303)
Sale of capital assets	2,424	-	2,424
Net cash used by capital and related financing activities	(11,879)	-	(11,879)
Cash flows from investing activities			
Cash investment income (loss)	37,744	463,079	500,823
Net cash provided (used) by investing activities	37,744	463,079	500,823
Net increase (decrease) in cash and cash equivalents	(630,019)	(4,425,817)	(5,055,836)
Cash and cash equivalents, beginning of year	1,603,596	11,059,590	12,663,186
Cash and cash equivalents, end of year	973,577	6,633,773	7,607,350
Cash and investments at June 30 consisted of:			
Current assets			
Cash and investments	973,577	6,633,773	7,607,350
Restricted cash and investments	-	-	-
Total cash and investments, June 30	$ 973,577	$ 6,633,773	$ 7,607,350

City of Las Cruces

Combining Statement of Cash Flows
Nonmajor Internal Service Funds
June 30, 2025

	Internal Services	Self Insurance	Total
Reconciliation of operating income to net cash provided (used) by operating activities			
Operating income (loss)	$ (745,571)	$ (4,942,743)	$ (5,688,314)
Adjustments to reconcile operating income to net cash provided by operating activities			
Depreciation	16,534	-	16,534
Noncash pension expense	417,224	27,364	444,588
Noncash OPEB (benefit)	(85,138)	(4,702)	(89,840)
Change in assets and liabilities			
Accounts receivables	-	1,258	1,258
Inventories	80,181	-	80,181
Accounts and contracts payable	(132,678)	193,766	61,088
Estimated liability for insurance claims	-	(21,114,795)	(21,114,795)
Wages payable and accrued liabilities	(41,137)	(6,209)	(47,346)
Compensated Absences	15,680	(1,372)	14,308
Net pension liability, net of noncash expense	(50,755)	(3,329)	(54,084)
OPEB Liability, net of noncash expense	125,492	6,931	132,423
Deferred outflows - NPL and OPEB	(75,465)	(15,302)	(90,767)
Deferred inflows - NPL and OPEB	(180,251)	(10,436)	(190,687)
Total adjustments	89,687	(20,926,826)	(20,837,139)
Net cash provided (used) by operating activities	$ (655,884)	$ (25,869,569)	$ (26,525,453)
Non-cash investing/financing activities			
Restatement of beginning net position - Implementation of GASB 101 (Note 25)	(71,647)	(2,690)	(74,337)
Total non-cash investing/financing activities	(71,647)	(2,690)	(74,337)

City of Las Cruces

Combining Statement of Fiduciary Net Position
Fiduciary Funds
June 30, 2025

	Custodial Funds			
	MVRDA	**METRO**	**HIDTA**	**Branigan Estate**
Assets				
Pooled cash and investments	$ 2,142,182	$ 892,400	$ (157,710)	$ 516,863
Accounts receivable	-	-	-	-
Receivable from other government agencies	605,066	27,129	164,764	-
Capital assets, net	2,811,042	160,315	-	-
Total assets	5,558,290	1,079,844	7,054	516,863
Deferred Outflows of Resources	-	-	-	-
Deferred outflows of resources-pension	611,798	-	-	-
Deferred outflows of resources-OPEB	262,565	-	-	-
Total deferred outflows of resources	874,363	-	-	-
Total assets and deferred outflows of resources	6,432,653	1,079,844	7,054	516,863
Liabilities				
Accounts and contracts payable	346,545	10,657	7,050	4,108
Due to other funds	-	-	-	-
Accrued wages payable	414,735	3	4	-
Net pension liability	2,620,034	-	-	-
Net OPEB liability	698,324	-	-	-
SBITA liabilities				
Revenue collected in advance	-	-	-	-
Total liabilities	4,079,638	10,660	7,054	4,108
Deferred Inflows of Resources				
Deferred inflows of resources-pension	41,119	-	-	-
Deferred inflows of resources-OPEB	600,377	-	-	-
Total deferred inflows of resources	641,496	-	-	-
Net Position				
Restricted for				
Individuals, organizations, other governments	1,711,519	1,069,184	-	512,755
Total net position	1,711,519	1,069,184	-	512,755
Total liabilities, deferred inflows of resources, and net position	$ 6,432,653	$ 1,079,844	$ 7,054	$ 516,863

City of Las Cruces

Combining Statement of Fiduciary Net Position
Fiduciary Funds
June 30, 2025

	Custodial Funds				
	Gifts & Memorials	**ASCMV**	**Veterans Memorial Wall**	**Metropolitan Planning Organization**	**Total**
Assets					
Pooled cash and investments	$ 537,780	$ 1,302,256	$ 26,879	$ -	$ 5,260,650
Accounts receivable	-	2,850	-	-	2,850
Receivable from other government agencies	-	-	-	170,313	967,272
Capital assets, net	-	315,166	-	-	3,286,523
Total assets	537,780	1,620,272	26,879	170,313	9,517,295
Deferred Outflows of Resources	-	-	-	-	-
Deferred outflows of resources-pension	-	1,152,539	-	-	1,764,337
Deferred outflows of resources-OPEB	-	116,694	-	-	379,259
Total deferred outflows of resources	-	1,269,233	-	-	2,143,596
Total assets and deferred outflows of resources	537,780	2,889,505	26,879	170,313	11,660,891
Liabilities					
Accounts and contracts payable	1,163	211,413	-	23,434	604,370
Due to other funds	-	-	-	146,879	146,879
Accrued wages payable	-	227,454	-	-	642,196
Net pension liability	-	4,099,405	-	-	6,719,439
Net OPEB liability	-	310,362	-	-	1,008,686
SBITA liabilities					
Revenue collected in advance	2,800	99,767	-	-	102,567
Total liabilities	3,963	4,948,401	-	170,313	9,224,137
Deferred Inflows of Resources					
Deferred inflows of resources-pension	-	15,288	-	-	56,407
Deferred inflows of resources-OPEB	-	266,830	-	-	867,207
Total deferred inflows of resources	-	282,118	-	-	923,614
Net Position					
Restricted for					
Individuals, organizations, other governments	533,817	(2,341,014)	26,879	-	1,513,140
Total net position	533,817	(2,341,014)	26,879	-	1,513,140
Total liabilities, deferred inflows of resources, and net position	$ 537,780	$ 2,889,505	$ 26,879	$ 170,313	$ 11,660,891

City of Las Cruces

Combining Statement of Changes in Fiduciary Net Position
Fiduciary Funds
For the Year Ended June 30, 2025

	Custodial Funds			
	MVRDA	**METRO**	**HIDTA**	**Branigan Estate**
Additions				
Taxes:				
Fees and fines	$ 184,330	$ 21,795	$ -	$ -
Investment income (loss)	276,901	35,025	-	29,085
Intergovernmental:				
Federal	-	11,054	891,977	-
State	51,467	-	-	-
Local	-	-	-	-
Sale of capital assets	-	-	-	-
Transfers in	-	-	-	-
Other	5,907,811	652,610	-	-
Total additions	6,420,509	720,484	891,977	29,085
Deductions				
General government	5,795,634	606,063	891,977	204,718
Police	-	-	-	-
Fire	-	-	-	-
Community development	-	-	-	-
Quality of Life	-	-	-	-
Economic development	-	-	-	-
Public works	-	-	-	-
Parks and Recreation	-	-	-	-
Capital	-	-	-	-
Debt service	-	-	-	-
Principal payment	-	-	-	-
Interest and other charges	-	-	-	-
Transfers out	-	-	-	-
Total deductions	5,795,634	606,063	891,977	204,718
Change in net position	624,875	114,421	-	(175,633)
Net position- beginning of year	1,132,954	954,763	-	688,388
Restatement for pension cost, Note 1	-	-	-	
Restatement for GASB 101	(46,310)	-	-	
Net position- beginning of year, as restated	1,086,644	954,763	-	688,388
Total net position (deficit)	$ 1,711,519	$ 1,069,184	$ -	$ 512,755

City of Las Cruces

Combining Statement of Changes in Fiduciary Net Position
Fiduciary Funds
For the Year Ended June 30, 2025

	Custodial Funds				
	Gifts & Memorials	**ASCMV**	**Veterans Memorial Wall**	**Metropolitan Planning Organization**	**Total**
Additions					
Taxes:					
Fees and fines	$ -	$ 289,587	$ -	$ -	$ 495,712
Investment income (loss)	27,024	62,166	1,286	-	431,487
Intergovernmental:					
Federal	-	-	-	404,174	1,307,205
State	-	-	-	-	51,467
Local	-	113,787	-	26,809	140,596
Sale of capital assets	-	-	-	-	-
Transfers in	-	-	-	41,728	41,728
Other	7,632	4,523,616	315	8,988	11,100,972
Total additions	34,656	4,989,156	1,601	481,699	13,569,167
Deductions					
General government	-	4,937,726	-	523,673	12,959,791
Police	1,667	-	-	-	1,667
Fire	-	-	-	-	-
Community development	-	-	-	-	-
Quality of Life	103,616	-	-	-	103,616
Economic development	-	-	-	-	-
Public works	-	-	-	-	-
Parks and Rec	8,579	-	248	-	8,827
Capital	-	-	-	-	-
Debt service	-	-	-	-	
Principal payment	-	-	-	-	-
Interest and other charges	-	-	-	-	-
Transfers out	-	-	-	-	-
Total deductions	113,862	4,937,726	248	523,673	13,073,901
Change in net position	(79,206)	51,430	1,353	(41,974)	495,266
Net position- beginning of year	613,023	(2,182,945)	25,526	41,974	1,273,683
Restatement for pension cost, Note 1	-	(209,499)	-	-	(209,499)
Restatement for GASB 101	-	-	-	-	(46,310)
Net position- beginning of year, as restated	613,023	(2,392,444)	25,526	41,974	1,017,874
Total net position (deficit)	$ 533,817	$ (2,341,014)	$ 26,879	$ -	$ 1,513,140

ACFR SUPPLEMENTARY INFORMATION

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FISCAL YEAR ENDED JUNE 30, 2025

CITY OF LAS CRUCES

City of Las Cruces

Schedule of Insurance in Force
June 30, 2025

Insurer	Deductible/SIR
Old Republic Insurance Company PR00265207	Hangar keepers Liability Any One Aircraft N/A Hangar keepers Liability Any One Occurrence N/A
National Union Fire Insurance Company of Pittsburgh, PA (AIG) 01-357-42-94	$50,000
Midwest Employers Casualty Company EWC009334	$750,000 Each Accident $750,000 Each Employee for Disease
AXIS Insurance Company AX01092-21-02	$1,000 each claim for loss or damage separately occurring $2,500 Shall apply to outdoor art
Ironshore Specialty Insurance Company D07CAB04IH003	$1,000,000 Each Wrongful Act other than an Employment Practices Violation $1,000,000 Each Employment Practices Violation
Indian Harbor Insurance Company PEC003510505	$250,000 Each Pollution Condition
Tokio Marine Specialty Insurance Company PPK2438243	10,000 Per Confirmed Release an per Contamination Incident

See independent auditor's report.

City of Las Cruces

Schedule of Insurance in Force
June 30, 2025

Amount of coverage		Risks Covered
Products-Completed Operations Aggregate Limit	$10,000,000	Airport Operator's Liability
Personal Injury and Advertising Injury Aggregate Limit	$10,000,000	
Malpractice Aggregate Limit	$10,000,000	
Each Occurrence Limit	$10,000,000	
Fire Damage Limit Any One Fire	$100,000	
Medical Expense Limit Any One Person	$10,000	
Hangar keepers Limit Any One Aircraft	$10,000,000	
Hanger keepers Limit Any One Occurrence	$10,000,000	
Employee Theft-Per Loss Coverage	$10,000,000	Crime
Forgery or Alteration	$10,000,000	
Inside Premises Theft of Money and Securities	$10,000,000	
Inside Premises Robbery & Safe Burglary Other Property	$10,000,000	
Outside the Premises	$10,000,000	
Computer Fraud	$10,000,000	
Funds Transfer Fraud	$10,000,000	
Money Orders and Counterfeit Paper Currency	$10,000,000	
Specific Limit Each Accident:		Excess Workers Comp and Employers Liability
(a) Policy Part One, Workers' Compensation:	STATUTORY	
(b) Policy Part Two, Employers Liability:	$1,000,000	
Specific Limit Each Employee for Disease:		
(a) Policy Part One, Workers' Compensation:	STATUTORY	
(b) Policy Part Two, Employers Liability:	$1,000,000	
At the Insured's premises: per schedule of locations	$2,160,000	Museum Collection and Temporary Loans Policy
Any other location, worldwide	$540,000	
In transit on any one conveyance, worldwide	$540,000	
Any one loss or disaster, either in case of partial or total loss, or salvage charges, or expenses, or all combined.	$2,160,000	
Terrorism Coverage	$2,160,000	
Earthquake Coverage	Included	
Aggregate	$3,000,000	Public Officials Liability
Crisis Management Coverage Sublimit	$25,000	
Aggregate Liability Limit	$5,000,000	Pollution
Remediation Expense: Storange Tank	$1,000,000	Contamination
Bodily Injury and Property Damaging Resulting from Contamination	$1,000,000	
Defense Expense	$1,000,000	
Image Restoration	$25,000	

See independent auditor's report.

City of Las Cruces

Schedule of Pledged Collateral
June 30, 2025

Summary of Collateralization	
US Bank	
Ending bank balance	$ 18,335,545
Less:FDIC insurance	(250,000)
Total Uninsured Public Funds	18,085,545
US Bank -FHLB Letter of Credit (expiration 9-2-2025)	$ 56,000,000
100% Collateral requirement	18,085,545
Pledged Collateral in Excess of requirement	$ 37,914,455
Uninsured and uncollateralized	-

See independent auditor's report.

City of Las Cruces

Schedule of Special Appropriations
June 30, 2025

MUNIS Project #	Appropriation Number	Appropriation Description	Original Appropriation
24124	22-G4050	2022 Amador Hotel Improvements	$ 200,000
12074	21-F2712	2022 Airport Terminal Improvements	400,000
12076	21-F2739	2021 P-25 Improvements	464,000
12077	21-F3004	2021 East Mesa Roads & Drainage	414,000
12078	20-F3003	2021 East Madrid Avenue Extension	400,000
12079	21-F2738	MVCOH - Casa de Peregrinos Food Pantry	1,820,610
12082	20-F2737	2021 Branigan Cultural Center Improvement	100,000
12096	SAP-21-F2321-STB	Utilities Septic System 2021	527,000
23018	A23H-2017	2023 Senior Center Vehicles	200,000
23094	23-H4101	FY23 Villa Mora Dam Project	250,000
23095	23-H4095	ACD Infrastructure	796,714
23097	23-H4097	2023 Mesilla Valley Community of Hope	10,317
23098	23-H4098	2023 Airport Taxi Lanes	300,000
24095	23-F4100	2021 Median Improvement Reauthorization	418,842
24969	24-I4080	Skate Park Renovations Reauthorizations	845,000
24989	23-H4096	Children's Museum	690,746
22315	A22G-5315	Frank O'Brien Community Center Renovations	35,000
22316	A22G-5316	Munson Senior Center Construction	659,537
22317	A22G-5317	22 Munson Senior Center Vehicles	110,000
22372	A22G-5372	22 Munson Senior Center Vehicles	466,897
23003	22-G2839	2022 JCP Building Improvements	217,800
23004	22-G2844	2022 Veterans Park - Parking Lot	250,000
23005	22-G2837	2022 Fire Station 1 Renovations	200,000
23006	22-G2841	2022 Police Station Renovations	50,000
23010	22-G3140	2022 Telshor-Spruce Improvements	650,000
23020	22-G2843	2022 Skate Park	450,000
23074	22-G3139	2022 Airport Infrastructure	500,000
23077	22-G3138	2022 E Mesa Roads/Drainage	100,000
23829	419-A22G2074-2309	ACD Gateway & Lighting	900,000
23096	SAP 22-G2333 STB	2022 Septic Systems	200,000
23918	23-G2838	2022 MVCOH Renovations	760,000
24052	24-ZI5052-7	La Casa Improvements	301,000
24072	24-I4072	Arts & Cultural District Reauthorization	956,000
24074	24-I4074	2020 East Mesa Roads and Drainage	720,000
24075	24-I4075	Airport Infrastucture Improvements	262,902
24077	24-I4077	Pioneer Park Improvements Reauthorization	175,668
24078	24-I4078	Septic Tank Reauthorization	500,000
24079	24-I4079	Skate Park Renovations Reauthorizations	100,000
24925	24-I4069	DA Move Trail Reauthorization	290,000
24936	24-I2936	PD Real Time Crime Center Construction	650,000
24968	24-I4070	Tortugas Trail Reauthorization	75,000
24970	24-I4081	High Noon Soccer Reauthorization	856,000
23219	A23H-2019	23 Munson Senior Center Construction	1,619,838

City of Las Cruces

Schedule of Special Appropriations
June 30, 2025

MUNIS Project #	Appropriation Number	Appropriation Description	Original Appropriation
23323	23-H3323	Lift Up Streets	595,000
23324	23-H3324	Telshor Blvd & Spruce Improvement	250,000
23325	23-H3325	University Ave Construction	520,000
23977	23-H2977	Branigan Cultural Center	165,000
23978	23-H2978	Economic & Workforce Development Facility	841,500
23979	23-H2979	El Caldito Soup Kitchen	1,025,000
23980	23-H2980	Fire Station 2 Improvement	100,000
23981	23-H2981	Fire Station 5 Improvements	100,000
23982	23-H2982	Fire Station 6 Improvements	100,000
23983	23-H2983	MVCOH Roof Replacement	250,000
23984	23-H2984	Klein Park	210,000
23985	23-H2985	Las Cruces Airport Improvements	1,039,500
23986	23-H2986	MVCOH Facility Renovations	1,138,500
23987	23-H2987	Mesquite Historic District	1,025,000
23988	23-H2988	Museum of Nature & Science Improvements	50,000
23989	23-H2989	Pioneer Women's Park Renovations	660,000
23994	23-H2994	Veteran's Memorial Park	247,500
24073	24-I4073	East Mesa Road Construction	550,000
24931	24-I2931	Domestic Violence Shelter Renovations	580,000
24932	24-I2932	East Mesa Recreation Complex Construction	300,000
24933	24-I2933	Fire Station 9 Construction	100,000
24934	24-I2934	FD Integrated Health Care Building	2,524,500
24935	24-I2935	MV Resource Campus Expansion	5,915,250
24937	24-I2937	MVCOH Community Kitchen	1,138,500
24938	24-I2938	Valley View Park and Trail	100,000
		TOTALS	$ 39,418,122

See independent auditor's report.

City of Las Cruces

Schedule of Special Appropriations
June 30, 2025

Amended Appropriation	Appropriation Expiration	Expended as of June 30, 2025	Outstanding Encumbrances	Unencumbered Amount	Reversion Amount
$ 200,000	6/30/2026	$ 182,814	$ -	$ 17,186	$ -
400,000	6/30/2025	377,328	-	22,672	22,672
464,000	6/30/2025	464,000	-	-	-
414,000	6/30/2025	414,000	-	-	-
400,000	6/30/2027	94,461	-	305,539	-
1,820,610	6/30/2025	1,820,610	-	-	-
100,000	6/30/2025	100,000	-	-	-
527,000	6/30/2025	527,000	-	-	-
200,000	6/30/2025	200,000	-	-	-
250,000	6/30/2025	248,975	-	1,025	1,025
796,714	6/30/2025	796,714	-	-	-
10,317	6/30/2025	10,317	-	-	-
300,000	6/30/2025	288,929	-	11,071	4,061
418,842	6/30/2025	-	-	418,842	7,075
845,000	6/30/2027	491,580	-	353,420	-
690,746	6/30/2025	690,746	-	-	-
35,000	6/30/2026	24,222	-	10,778	-
659,537	6/30/2026	659,537	-	-	-
110,000	6/30/2026	110,000	-	-	-
466,897	6/30/2026	309,514	-	157,383	-
217,800	6/30/2026	217,800	-	-	-
250,000	6/30/2026	250,000	-	-	-
200,000	6/30/2026	181,200	-	18,800	-
50,000	6/30/2026	50,000	-	-	-
650,000	6/30/2026	431,831	-	218,169	-
450,000	6/30/2026	428,744	-	21,256	-
500,000	6/30/2026	248,159	-	251,841	-
100,000	6/30/2026	100,000	-	-	-
900,000	6/30/2026	182,013	-	717,987	-
200,000	6/30/2026	200,000	-	-	-
760,000	6/30/2026	721,085	-	38,915	-
301,000	6/30/2026	228,552	-	72,448	-
956,000	6/30/2026	142,979	-	813,021	-
720,000	6/30/2026	496,581	-	223,419	-
262,902	6/30/2026	33,174	-	229,728	-
175,668	6/30/2026	4,733	-	170,936	-
500,000	6/30/2026	261,213	-	238,787	-
100,000	6/30/2026	85,530	-	14,470	-
290,000	6/30/2026	31,844	-	258,156	-
650,000	6/30/2026	349,818	-	300,182	-
75,000	6/30/2026	9,456	-	65,544	-
856,000	6/30/2026	841,284	-	14,716	-
1,619,838	6/30/2027	937,895	-	681,943	-

See independent auditor's report.

City of Las Cruces

Schedule of Special Appropriations
June 30, 2025

Amended Appropriation	Appropriation Expiration	Expended as of June 30, 2025	Outstanding Encumbrances	Unencumbered Amount	Reversion Amount
595,000	6/30/2027	27,226	-	567,774	-
250,000	6/30/2027	-	-	250,000	-
520,000	6/30/2027	454,375	-	65,625	-
165,000	6/30/2027	163,350	-	1,650	-
841,500	6/30/2027	49,158	-	792,342	-
1,025,000	6/30/2027	-	-	1,025,000	-
100,000	6/30/2027	-	-	100,000	-
100,000	6/30/2027	100,000	-	-	-
100,000	6/30/2027	100,000	-	-	-
250,000	6/30/2027	242,255	-	7,745	-
210,000	6/30/2027	210,000	-	-	-
1,039,500	6/30/2027	96,619	-	942,881	-
1,138,500	6/30/2027	863,688	-	274,812	-
1,025,000	6/30/2027	128,305	-	896,695	-
50,000	6/30/2027	50,000	-	-	-
660,000	6/30/2027	338,783	-	321,217	-
247,500	6/30/2027	12,500	-	235,000	-
550,000	6/30/2027	-	-	550,000	-
580,000	6/30/2028	-	-	580,000	-
300,000	6/30/2028	-	-	300,000	-
100,000	6/30/2028	-	-	100,000	-
2,524,500	6/30/2028	-	-	2,524,500	-
5,915,250	6/30/2028	-	-	5,915,250	-
1,138,500	6/30/2028	-	-	1,138,500	-
100,000	6/30/2028	-	-	100,000	-
$ 39,418,122		$ 17,080,901	$ -	$ 22,337,221	$ 34,833

See independent auditor's report.

City of Las Cruces

Schedule of Deposits and Investments
June 30, 2025

Account	Type of Account	Fair Value Level	Pooled Cash & Investments	Other Cash & Investments	Total Reconciled Balance	On Deposit 6/30/2025
DEPOSIT ACCOUNTS						
US Bank						
Community Development Checking	Non-interest bearing checking		-	419,133	419,133	419,133
Metro Savings	Interest-bearing savings		-	95,970	95,970	95,970
Treasury Master	Non-interest bearing checking		11,279,805	-	11,279,805	10,474,102
Payroll	Non-interest bearing checking		(5,301,466)	-	(5,301,466)	-
Accounts Payable	Non-interest bearing checking		(292,893)	-	(292,893)	-
Depository	Non-interest bearing checking		(139,616)	-	(139,616)	-
Non-Interest Grant Funds	Non-interest bearing checking		-	5,497,464	5,497,464	5,497,464
Las Cruces Firs Department	Non-interest bearing checking		-	1,848,876	1,848,876	1,848,876
TOTAL DEPOSIT ACCOUNTS			5,545,830	7,861,443	13,407,273	18,335,545
INVESTMENTS						
US Bank						
FIRST AMERICAN TREASURY OBLIGATIONS	Sweep	2	31,500,237	-	31,500,237	
First Horizon						
BRIDGEWATER BK BLOOM MN 0.4 10/7/2025-21	Investment	2	247,994	-	247,994	
FFCB 0.55 9/16/2025-21	Investment	2	3,719,625	-	3,719,625	
FFCB 0.61 8/25/2025-21	Investment	2	3,728,850	-	3,728,850	
FFCB 4.75 10/24/2025	Investment	2	5,005,850	-	5,005,850	
FHLB 4.52 2/19/2027-25	Investment	2	6,987,750	-	6,987,750	
FHLB Step 2/18/2026-21	Investment	2	2,946,810	-	2,946,810	
FHLB Step 2/18/2026-21	Investment	2	3,929,080	-	3,929,080	
FHLB Step 3/16/2026-21	Investment	2	1,966,960	-	1,966,960	
FHLB Step 8/26/2025-21	Investment	2	2,985,240	-	2,985,240	
FHLB Step 9/30/2026-21	Investment	2	1,953,420	-	1,953,420	
JP MORGAN CHASE BANK NA 0.4 10/22/2025-21	Investment	2	247,960	-	247,960	
MORGAN STANLEY PVT BANK Step 7/28/2025-21	Investment	2	248,000	-	248,000	
T-Note 4.25 12/31/2025	Investment	2	7,499,925	-	7,499,925	
T-Note 4.625 6/30/2026	Investment	2	10,058,300	-	10,058,300	
T-Note 4.875 5/31/2026	Investment	2	10,072,000	-	10,072,000	
T-Note 5 8/31/2025	Investment	2	-	5,003,600	5,003,600	
Multi-Bank Securities, Inc.						
T-Note 3.875 1/15/2026	Investment	2	11,984,040	-	11,984,040	
T-Note 5 10/31/2025	Investment	2	5,010,250	-	5,010,250	
T-Note 0.25 5/31/2025	Investment	2	11,674,680	-	11,674,680	
Oppenheimer & CO. INC.						
California St 2.65 4/1/2026	Investment	2	3,459,925	-	3,459,925	
FARM MAC 1.32 3/27/2026	Investment	2	2,879,024	-	2,879,024	
FHLB 5.125 9/12/2025	Investment	2	-	2,002,360	2,002,360	
FHLB 5.125 9/12/2025	Investment	2	8,009,440	-	8,009,440	
FHLB Step 12/8/2025-21	Investment	2	1,988,940	-	1,988,940	
FNMA 0.5 11/7/2025	Investment	2	-	986,690	986,690	
FNMA 0.5 11/7/2025	Investment	2	6,413,485	-	6,413,485	
FNMA 0.5 11/7/2025	Investment	2	-	986,690	986,690	
FNMA 0.5 11/7/2025	Investment	2	6,413,485	-	6,413,485	
Reedsburg WI Swr Sys Rev 4.25 5/1/2026-25	Investment	2	4,994,600	-	4,994,600	
San Antonio TX Elec & Gas Rev 3.146 2/1/2026	Investment	2	1,445,091	-	1,445,091	
T-Note 3 7/15/2025	Investment	2	3,997,880	-	3,997,880	
T-Note 4.5 3/31/2026	Investment	2	7,019,180	-	7,019,180	
T-Note 4.5 7/15/2026	Investment	2	10,052,200	-	10,052,200	
T-Note 4.75 7/31/2025	Investment	2	4,001,120	-	4,001,120	

See independent auditor's report.

City of Las Cruces

Schedule of Deposits and Investments
June 30, 2025

Account	Type of Account	Fair Value Level	Pooled Cash & Investments	Other Cash & Investments	Total Reconciled Balance	On Deposit 6/30/2025
Stifel Nicolaus						
FFCB 4.5 8/14/2026	Investment	2	10,054,500	-	10,054,500	
T-Note 4.625 10/15/2026	Investment	2	5,851,678	-	5,851,678	
T-Note 4.625 9/15/2026	Investment	2	-	806,440	806,440	
T-Note 4.625 9/15/2026	Investment	2	-	5,040,250	5,040,250	
T-Note 4.625 9/15/2026	Investment	2	-	2,520,125	2,520,125	
T-Note 4.625 9/15/2026	Investment	2	1,971,746	-	1,971,746	
NM State Investment Council						
Large Cap Active Equity Pool	Investment	1	-	16,722,523	16,722,523	
Large Cap Index Equity Pool	Investment	2	-	11,729,274	11,729,274	
Non-U.S. Developed Equity Pool	Investment	1	-	5,175,732	5,175,732	
Mid/Small Cap Equity Pool	Investment	1	-	10,625,358	10,625,358	
TOTAL INVESTMENTS			200,319,265	61,599,042	261,918,307	
TOTAL DEPOSITS AND INVESTMENTS			205,865,095	69,460,484	275,325,580	

See independent auditor's report.

City of Las Cruces

Schedule of Deposits and Investments
June 30, 2025

Account	Type of Account	Fair Value Level	Pooled Cash & Investments	Other Cash & Investments	Total Reconciled Balance	On Deposit 6/30/2025
New Mexico Finance Authority						
2017 JU IMPR REV	Debt Service		-	105	105	
2017 JU IMPROV REV	Debt Service		-	105	105	
2018 FIRE PP4738	Debt Service		-	81,766	81,766	
2018 GAS TAX PPRF-4788	Debt Service		-	30,588	30,588	
2018 HHGRT PPRF-4756	Debt Service		-	853	853	
2019 VAD PPRF-4976	Debt Service		-	145,564	145,564	
2020A JU WATER PPRF-5236	Debt Service		-	95,614	95,614	
2020A JU WATER PPRF-5236	Program Funds		-	613,145	613,145	
2020A JU WATER PPRF-5236	Program Funds		-	29,847	29,847	
2020A JU WATER PPRF-5236	Program Funds		-	23,127	23,127	
2020A SSGRT PPRF 5234	Debt Service		-	143,028	143,028	
2020A SSGRT PPRF-5234	Program Funds		-	1,647,298	1,647,298	
2020B JU ESP PPRF-5237	Debt Service		-	72,204	72,204	
2020B JU ESP PPRF-5237	Program Funds		-	481,124	481,124	
2020B SSGRT ESP PPRF-5235	Debt Service		-	73,479	73,479	
2022 Sub lien Fire truck PPRF-5886	Program Funds		-	508,420	508,420	
2022 Sub Lien -Firetruck PPRF 5886	Debt Service		-	76,082	76,082	
2023 MGRT Loan	Debt Service		-	657	657	
2023 MGRT Loan- 23929	Program Funds		-	4,870,382	4,870,382	
2023 MGRT Loan-23928	Program Funds		-	2,910,298	2,910,298	
2023 MRGT Loan	Debt Service		-	572	572	
2023A Fire Equipment PPRF-6329	Debt Service		-	1,083	1,083	
2023A Fire Equipment PPRF-6329	Program Funds		-	4,799,167	4,799,167	
Driking Water State Revolving Loan Fund	Loan		-	36,230	36,230	
DW-1974	Debt Service		-	62	62	
R3630 - PP-3116	Debt Service		-	287,111	287,111	
R3632 - PP3712	Debt Service		-	196	196	
R3634 - NMFA PPRF5205	Debt Service		-	188,779	188,779	
R3635 - NMFA PPRF5206	Debt Service		-	304,679	304,679	
2018 Landfill Compactor Loan	Debt Service		-	227,149	227,149	
2018 Landfill Compactor Loan	Debt Service		-	88,308	88,308	
2018 Landfill Compactor Loan	Debt Service		-	143,980	143,980	
2018 Landfill Compactor Loan	Debt Service		-	110,160	110,160	
2020 Infrastructure Loan	Debt Service		-	66,592	66,592	
2020 Infrastructure Loan	Debt Service		-	443,862	443,862	
2020 Landfill Gas System Loan	Debt Service		-	173,522	173,522	
2020Landfill Gas System Loan	Debt Service		-	144,132	144,132	
2023 NMFA Construction Loan Cell #5	Debt Service		-	392,273	392,273	
2023 NMFA Construction Loan Cell #5	Program Funds		-	8,249	8,249	
2023 NMFA SCSWA Construction Loan Cell #5	Debt Service		-	92,040	92,040	
Other Cash						
Petty Cash & Change Funds	Cash		-	16,313	16,313	
Accrued interest receivable						
Accrued interest - Pooled Investments	Accrued interest		1,816,067	-	1,816,067	
TOTAL CASH AND INVESTMENTS			$ 207,681,162	$ 88,788,630	$ 296,469,793	

See independent auditor's report.

City of Las Cruces

Schedule of Joint Powers Agreements
June 30, 2025

Participants	Responsible Party for Operations	Description
City of Las Cruces	ASCMV	Provide financing, operation, and maintenance of the Center
Dona Ana County	ASCMV	Provide financing, operation, and maintenance of the Center
City of Anthony	ASCMV	Provide assistance with off-site animal shelter services
City of Sunland Park	ASCMV	Provide assistance with off-site animal shelter services
White Sands Missile Range	ASCMV	Provide assistance with off-site animal shelter services
Village of Hatch	ASCMV	Provide assistance with off-site animal shelter services
Dona Ana County/ Town of Mesilla/ City of Las Cruces	CLC	Metropolitan Planning Organization - transportation planning
Dona Ana County	Metro	Investigate/prosecute avenues by which to convict and incarcerate dangerous offenders
City of Las Cruces	Metro	Investigate/prosecute avenues by which to convict and incarcerate dangerous offenders
City of Las Cruces	MVRDA	Operate a combined communications center
Dona Ana County	MVRDA	Operate a combined communications center
Town of Mesilla	MVRDA	Operate a combined communications center
Village of Hatch	MVRDA	Operate a combined communications center
City of Sunland Park	MVRDA	Operate a combined communications center
City of Anthony	MVRDA	Operate a combined communications center
City of Las Cruces	SCSWA	Designing, constructing, financing, operating, and maintaining regional solid waste landfills and related facilities
Dona Ana County	SCSWA	Designing, constructing, financing, operating, and maintaining regional solid waste landfills and related facilities
City of Las Cruces	SCSWA	Designing, constructing, financing, operating, and maintaining a regional reycling program and related facilities
Dona Ana County	SCSWA	Operate and manage eight county-owned solid waste and recycling collection centers

See independent auditor's report.

City of Las Cruces

Schedule of Joint Powers Agreements
June 30, 2025

Beginning Date	Ending Date	Project Amount	FY 2025 Revenue
1/29/2008	Perpetual	50%	$ 2,220,136
1/29/2008	Perpetual	50%	$ 2,220,136
3/13/2014	Perpetual	$35 per animal	$ 7,650
11/1/2015	Perpetual	$50 per animal	$ 5,850
10/20/2014	Perpetual	$35 per animal	$ -
10/20/2014	Perpetual	$35 per animal	$ -
7/1/2013	Perpetual	Proportionally to the required local match for Section 112 Planning Funds	$ 68,538
10/1/2001	Perpetual	50%	$ 325,543
10/1/2001	Perpetual	50%	$ 325,543
9/5/2016	Perpetual	53%	$ 2,830,958
9/5/2016	Perpetual	47%	$ 2,510,472
9/5/2016	Perpetual	$ 84,590	$ 84,590
9/5/2016	Perpetual	$ 57,537	$ 57,537
9/5/2016	Perpetual	$ 307,407	$ 307,407
11/1/2011	Perpetual	$ 108,607	$ 108,607
12/13/1994	Perpetual	1/16% Municipal Environmental Services Gross Receipts Tax (tax revenue)	$ 4,628,378
12/13/1994	Perpetual	1/8% County Environmental Services Gross Receipts Tax (tax revenue)	$ 29,601
7/27/2009	Perpetual	Residential : $8.25 per cart per month and $4.40 per additional cart per month	$ 4,554,819
	Perpetual	Commerical: $98.56 per month and $98.56 per month for additional pick-up; Commercial curbside - $16.50 per month per container	
7/1/2009	Perpetual	$1,347,818 per year, with annual CPI increase	$ 1,678,093

See independent auditor's report.

ACFR STATISTICAL SECTION

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FISCAL YEAR ENDED JUNE 30, 2025

CITY OF LAS CRUCES

City of Las Cruces

Statistical Section Table of Contents
June 30, 2025

This part of the City of Las Cruces' annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

GASB 44 provides the requirements for the schedules contained in this section of the City's ACFR.

Content

Financial Trends 245-260
These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity 261-270
These schedules contain information to help the reader assess the City's most significant local revenue sources: the sales tax.

Debt Capacity 271-280
These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Demographic and Economic Information 281-284
These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Operating Information 285-299
These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.

See independent auditor's report.

City of Las Cruces

Net Position by Category* (000's)

June 30, 2025

	2016	2017	2018	2019
Governmental activities				
**Net investment in capital assets	$ 300,431	$ 292,055	$ 276,032	$ 332,301
Restricted	116,782	133,723	139,744	163,899
Unrestricted	(41,017)	(45,091)	(98,842)	(170,808)
*Subtotal governmental activities net position	376,197	380,687	316,933	325,392
Business-type activities				
**Net investment in capital assets	204,137	185,374	160,997	198,827
Restricted	29,918	28,393	47,500	33,888
Unrestricted	(12,506)	11,629	4,200	(15,222)
*Subtotal business-type activities net position	221,549	225,396	212,697	217,493
Primary government				
**Net investment in capital assets	504,568	477,429	437,029	531,129
Restricted	146,701	162,116	187,244	197,787
Unrestricted	(53,523)	(33,462)	(94,642)	(186,030)
*Total primary government net position	$ 597,746	$ 606,084	$ 529,631	$ 542,887

See independent auditor's report.

City of Las Cruces

Net Position by Category* (000's)

June 30, 2025

2020	2021	2022	2023	2024	2025
$ 267,292	$ 262,806	$ 329,102	$ 370,181	$ 405,983	$ 439,303
180,720	191,291	148,531	161,450	187,442	170,621
(118,090)	(104,490)	(115,057)	(110,522)	(158,266)	(142,065)
329,923	349,607	362,575	421,109	435,159	467,859
175,209	207,460	215,580	238,351	254,695	277,298
32,675	24,718	16,974	10,411	8,233	17,841
11,516	19,122	17,302	(2,004)	1,199	(17,792)
219,400	251,301	249,856	246,758	264,127	277,347
442,500	470,266	544,682	608,532	660,679	716,601
213,395	216,009	165,505	171,861	195,675	188,462
(106,574)	(85,367)	(97,756)	(112,526)	(157,067)	(159,857)
$ 549,321	$ 600,908	$ 612,431	$ 667,867	$ 699,287	$ 745,206

See independent auditor's report.

City of Las Cruces

Changes in Net Position by Category* (000's)

June 30, 2025

	2016	2017	2018	2019
Expenses				
Governmental activities:				
General government	$29,352	$31,681	$28,650	$28,864
Police	26,783	27,748	28,806	30,132
Fire	14,247	14,618	17,738	19,832
Community development	5,214	4,953	6,228	7,128
Quality of Life	9,553	9,489	7,358	8,209
Economic Development		6,221	5,851	7,119
Public works	21,483	25,792	29,862	29,207
Transportation	8,042	2,906	956	1,062
Parks and recreation	10,325	10,458	12,026	13,477
Interest on long-term debt	3,613	4,143	4,439	4,372
Facilities	-	-	-	-
Debt issuance costs	-	-	-	444
Debt Services	-	-	-	-
Public services	-	-	-	-
Information technology	-	-	-	-
Total governmental activities	128,612	138,009	141,915	149,847
Business-type activities				
Gas	11,273	14,082	12,433	20,056
Water	15,994	18,703	18,741	19,308
Wastewater	14,318	17,216	15,072	15,395
Solid waste	11,627	11,386	13,612	13,354
Transit/other	4,625	5,249	5,373	5,827
Total business type activities	57,837	66,636	65,232	73,941
Total primary government	186,449	204,645	207,147	223,788

See independent auditor's report.

City of Las Cruces

Changes in Net Position by Category* (000's)

June 30, 2025

2020	2021	2022	2023	2024	2025
$24,466	$28,742	$41,076	$25,763	$60,850	$59,031
32,064	17,475	27,781	31,741	38,519	41,636
24,708	7,189	21,730	18,700	24,498	29,410
6,803	10,095	4,565	8,506	14,456	13,781
8,838	5,370	10,147	10,848	11,421	12,322
6,859	30,223	10,811	8,018	10,775	11,419
31,274	28,015	30,347	31,983	32,118	35,761
269	-	-	-	-	-
12,199	10,371	12,948	14,980	16,451	17,166
2,810	4,014	3,947	4,438	5,389	4,327
-	-	-	-	-	-
567	238	-	-	-	-
-	51	52	56	62	66
-	-	-	-	-	-
-	-	-	-	-	-
150,856	141,783	163,404	155,034	214,539	224,919
18,743	29,683	33,912	41,403	24,495	23,896
21,002	20,786	21,016	25,171	23,917	25,001
16,715	16,543	17,970	21,407	18,953	19,401
16,764	13,881	18,417	20,544	20,901	22,779
6,370	7,527	8,937	15,169	13,549	14,178
79,595	88,420	100,251	123,694	101,815	105,255
230,451	230,203	263,655	278,728	316,354	330,174

See independent auditor's report.

City of Las Cruces

Changes in Net Position by Category* (000's)

June 30, 2025

	2016	2017	2018	2019
Program Revenues				
Governmental activities:				
Charges for services				
General Government	$ 11,406	$ 3,878	$ 6,357	$ 4,766
Facilities	-	-	-	-
Police	4,008	4,055	464	438
Fire	2,242	2,288	5	-
Community development	587	575	1,479	1,487
Quality of Life	947	934	94	100
Public works	934	2,000	1,455	1,761
Information Technology	-	-	-	-
Transportation	850	-	-	-
Economic Development		671	92	1,440
Parks and recreation	1,630	1,614	2,113	2,334
Operating Grants and Contributions				
General Government	261	238	112	-
Facilities	-	-	-	-
Police	453	470	911	1,096
Fire	110	131	945	1,373
Community development	341	305	1,487	1,178
Quality of Life	598	582	961	1,082
Public works	464	402	2,222	-
Information Technology	-	-	-	-
Transportation	353	345	-	-
Economic Development		67	-	17
Parks and recreation	67	-	395	413
Capital Grants and Contributions				
General Government	3,682	5,070	-	-
Quality of Life	-	-	225	10
Police	-	-	-	-
Fire	-	-	-	-
Economic Development	257	350	568	1,337
Parks and Rec	-	-	167	199
Public works	-	-	-	1,390
Transportation	-	-	-	-
Subtotal governmental activities revenues	29,190	23,976	20,049	20,423

See independent auditor's report.

City of Las Cruces

Changes in Net Position by Category* (000's)

June 30, 2025

2020	2021	2022	2023	2024	2025
$ 3,997	$ 6,345	$ 7,694	$ 6,215	$ 8,173	$ 8,904
-	-	-	-	-	-
656	777	359	439	554	604
-	-	-	-	-	-
1,759	2,345	1,402	3,119	4,017	4,377
35	-	95	28	28	30
1,366	-	200	348	416	453
-	-	-	-	-	-
-	-	-	-	-	-
1,383	3	183	58	42	11,419
2,043	1,985	755	489	623	6,791
-	4,653	2,358	1,896	2,830	5,584
-	-	-	-	-	-
539	479	1,804	5,730	8,550	2,995
2,920	1,891	1,648	943	1,407	1,868
1,454	2,407	195	2,219	3,311	4,342
1,095	2,459	-	1,452	2,167	1,740
-	-	1,102	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
141	7,424	3,851	657	981	1,584
314	314	620	224	334	3,767
-	-	-	1,700	2,537	15,107
15	87	-	52	77	-
150	-	-	160	239	-
924	428	-	-	-	-
2,573	172	-	87	130	-
194	525	76	396	591	-
953	490	1,017	4,782	7,136	-
-	-	-	-	-	-
22,511	32,783	23,359	30,993	44,143	69,565

See independent auditor's report.

City of Las Cruces

Changes in Net Position by Category* (000's)

June 30, 2025

	2016	2017	2018	2019
Program Revenues				
Business-type activities:				
Charges for services				
Gas	$ 10,873	$ 13,841	$ 11,093	$ 19,096
Water	15,706	19,961	18,192	19,408
Waste water	11,767	15,173	12,728	12,912
Solid waste	13,525	13,169	13,804	13,907
Transit	768	864	745	941
Operating Grants and Contributions				
Gas	-	-	-	-
Water	1,537	463	-	-
Waste water	1,256	628	-	-
Solid waste	-	-	-	-
Transit	2,325	2,154	-	1,867
Capital Grants and Contributions				
Gas	73	91	-	-
Water	168	102	-	-
Waste water	87	74	1,364	33
Solid waste	-	-	-	-
Transit	-	-	2,093	-
Subtotal business-type activities revenues	58,085	66,520	60,020	68,162
Total primary government revenues	$ 87,275	$ 90,496	$ 80,069	$ 88,585
Net (Expense)/Revenue				
Governmental activities	(99,422)	(114,033)	(121,864)	(129,424)
Business-type activities	248	(116)	(5,211)	(5,779)
Total primary government net expense	(99,174)	(114,149)	(127,076)	(135,202)

See independent auditor's report.

City of Las Cruces

Changes in Net Position by Category* (000's)

June 30, 2025

2020	2021	2022	2023	2024	2025
$ 17,422	$ 29,462	$ 31,277	$ 39,342	$ 23,936	$ 22,841
22,656	24,059	23,531	22,203	24,933	24,421
15,161	16,585	18,028	17,289	18,564	18,732
15,038	17,030	17,157	18,250	19,390	19,359
376	192	518	164	731	741
-	-	-	-	-	-
-	-	6	-	-	-
-	-	344	-	-	-
-	-	-	-	-	-
3,097	7,355	3,590	7,646	18,927	5,831
-	-	-	-	-	845
-	233	-	-	-	1,498
-	-	-	85	4,519	4,519
-	-	-	-	-	48
-	-	87	6,572	2,277	6,847
73,748	94,916	94,540	111,551	113,277	105,682
$ 96,260	$182,051	$ 148,892	$ 142,545	$ 226,985	$ 175,247
(128,345)	(54,648)	(109,052)	(124,041)	(100,831)	(155,354)
(5,845)	6,496	(5,711)	(12,142)	11,462	427
(134,190)	(48,151)	(114,763)	(136,183)	(89,369)	(154,927)

See independent auditor's report.

City of Las Cruces

Changes in Net Position by Category* (000's)

June 30, 2025

	2016	2017	2018
***General Revenues and Other Changes in Net Position**			
Governmental activities:			
Taxes			
Gross receipts	$ 99,614	$ 99,866	$ 95,656
Property	14,841	15,085	17,178
Franchise Fees and Lodgers Tax	2,873	2,809	2,185
Other			
Investment income (loss)	4,805	4,416	2,942
Telshor Facility income	-	-	-
Other	-	-	4,681
Donated capital assets	-	-	629
Contributed from ASCMV			
Licenses and permits	-	-	-
Fees, fines, franchise fees	-	-	-
Other	-	-	7,347
Gain(loss) on disposal of fixed assets/sale of investments	-	-	
Change in accounting estimate			(1,949)
Transfers	(3,168)	(3,308)	(4,687)
Total governmental activities	118,965	118,868	123,981
Business-type activities:			
Investment income	2,714	119	(55)
Other	-	-	-
Donated capital assets	-	-	1,545
Gain(loss) on disposal of capital assets/sale of investments	441	536	127
Capital contributions	-	-	-
Transfers	3,168	3,308	4,687
Total business-type activities	6,323	3,964	6,304
Total primary government	$ 125,288	$ 122,831	$ 130,286
***Change in Net Position**			
Governmental activities	19,543	4,835	2,117
Business-type activities	6,571	3,847	1,093
Total primary Government	$ 26,114	$ 8,682	$ 3,210

** In FY 2013 "Net Assets" changed to "Net Position". GASB Statement No. 63.*

Note: FY 2017 Name change from Community and Cultural Services to Quality of Life

Note: FY 2017 Transportation split into two separate departments/ Transportation and Economic Development

See independent auditor's report.

City of Las Cruces

Changes in Net Position by Category* (000's)

June 30, 2025

2019	2020	2021	2022	2023	2024	2025
$ 95,581	$ 99,426	$ 111,943	$ 124,756	$ 134,130	$ 136,527	$ 141,191
21,891	24,725	17,820	23,714	24,390	27,113	28,144
2,145	1,739	1,943	3,025	2,809	2,825	2,690
	8,307	2,516	4,035	5,607	5,360	5,129
9,932	4,173	11,939	(8,876)	8,628	16,929	14,393
-	-	-	-	-	-	-
1,722	7,570	13,233	12,143	9,767	14,372	22,501
3,982	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
11,320	-	-	-	-	-	-
686	139	20	18	(644)	(7,022)	288
		-	-	-	-	-
(4,974)	(13,205)	(36,839)	(4,229)	(2,112)	(6,634)	-
142,285	132,874	122,574	154,586	182,575	189,470	214,336
3,127	1,813	222	(381)	1,124	2,121	2,560
-	-	-	-	-	-	68
2,234	873	21,485	230	5,332	1,190	-
123	234	100	238	472	331	77
-	-	-	-	-	-	-
4,985	4,833	2,509	4,229	2,105	6,565	-
10,468	7,753	24,316	4,316	9,033	10,207	2,705
$ 152,752	$ 140,626	$ 146,890	$ 158,902	$ 191,608	$ 199,677	$ 217,041
12,861	4,529	67,926	45,534	58,534	88,639	58,982
4,689	1,907	30,813	(1,396)	(3,110)	21,669	3,132
$ 17,550	$ 6,436	$ 98,739	$ 44,139	$ 55,425	$ 110,308	$ 62,114

See independent auditor's report.

City of Las Cruces

Fund Balance - Governmental Funds
Last Ten Fiscal Year*

	2016	2017	2018	2019
General Fund				
Non-spendable	$1,820,976	$1,747,278	$1,561,384	$1,702,416
Restricted	49,695	1,729,164	1,450,700	2,191,128
Committed	8,034,176	8,252,569	16,756,075	19,741,286
Assigned	5,831,716	4,479,163	4,006,428	3,186,639
Unassigned	34,727,631	39,784,069	24,601,860	20,205,335
General fund subtotal	$50,464,194	55,992,243	48,376,447	47,026,804
All Other Governmental Funds				
Restricted	116,732,589	131,993,717	138,294,135	161,708,022
Committed	11,010,857	5,475,839	799,090	250,869
Assigned	-	-	-	-
Unassigned	(205,952.00)	(190,492)	(534,064)	(906,173)
All other governmental funds subtotal	127,537,494	137,279,064	138,559,161	161,052,718
	$ 178,001,688	$ 193,271,307	$ 186,935,608	$ 208,079,522

See independent auditor's report.

City of Las Cruces

Fund Balance - Governmental Funds
Last Ten Fiscal Year*

2020	2021	2022	2023	2024	2025
$1,711,807	$1,760,958	$1,645,743	$1,725,999	$1,770,367	$1,823,077
2,444,915	2,614,263	3,022,727	3,572,289	5,914,250	33,012,602
19,134,514	25,464,493	24,980,910	28,148,937	28,100,899	30,141,103
2,699,938	3,949,373	2,374,274	2,326,299	3,277,284	2,765,481
17,900,622	17,592,445	30,254,603	44,013,957	35,862,160	2,818,412
43,891,796	51,381,532	62,278,257	79,787,481	74,924,960	$70,560,675
178,274,831	188,676,555	145,508,131	158,357,383	181,527,954	169,721,670
4,639,913	4,578,050	7,837,120	1,530,461	588,245	614,563
-	-	-	-	-	-
(14,650)	(17)	-	-	-	-
182,900,094	193,254,588	153,345,251	159,887,844	182,116,199	170,336,233
$ 226,791,890	$ 244,636,120	$ 215,623,508	$ 239,675,325	$ 257,041,159	$ 240,896,908

See independent auditor's report.

City of Las Cruces

Changes in Fund Balance - Governmental Funds
Last Ten Fiscal Years

Revenues	**2016**	**2017**	**2018**
Taxes**	$ 114,455,163	$ 114,950,696	$ 119,074,693
Gross Receipts	-	-	-
Property	-	-	-
Lodgers	-	-	-
State-shared	-	-	-
Changes for services	2,957,652	3,036,531	2,978,759
Fees and fines	3,238,041	2,208,315	3,709,207
Investment income (loss)	4,021,081	4,428,153	2,974,495
Franchise fees	2,873,464	2,809,073	3,898,194
Licenses and permits	1,577,456	1,655,125	1,471,630
Special Assessment	-	-	-
Intergovernmental			
Federal	6,784,524	8,335,866	2,381,697
State	-	-	5,426,056
Local	-	-	183,661
Other	7,211,763	8,203,588	7,202,817
Total revenues	143,119,144	145,627,347	149,301,209
Expenditures			
Current			
General government	21,270,277	19,370,272	20,865,804
Police	25,031,978	25,467,920	25,064,845
Fire	13,190,791	13,613,317	15,179,537
Community development	5,210,672	4,952,654	5,006,504
Quality of Life	8,669,918	8,533,485	7,001,487
Economic Development		4,156,253	5,673,052
Public works	7,842,112	13,523,292	16,549,341
Transportation	6,748,867	1,941,788	-
Parks and recreation	9,516,112	9,498,709	10,593,811
Debt Service	-	-	-
Capital outlay	30,391,233	34,117,241	23,478,521
Debt service			
Principal	10,705,464	9,697,955	11,922,845
Interest and other charges	3,592,138	4,097,624	4,438,917
Facilities	-	-	-
Development services	-	-	-
Information Technology	-	-	-
Debt Issuance cost	625,648	464,919	
Total expenditures	142,795,210	149,435,429	145,774,664
Revenue over (under) expenditures	323,934	(3,808,082)	3,526,545

See independent auditor's report.

City of Las Cruces

Changes in Fund Balance - Governmental Funds
Last Ten Fiscal Years

2019	2020	2021	2022	2023	2024	2025
$ -	$ 108,415,029	$ 5,099,257	$ -	$ -	$ -	$ -
94,943,406	10,160,526	106,843,791	125,136,633	133,924,210	136,526,673	141,191,268
21,608,568	4,992,417	18,395,595	23,714,071	25,586,500	27,597,547	29,031,173
2,144,835	1,739,497	1,942,628	3,025,108	2,808,640	2,825,347	2,689,669
2,388,129	1,920,678	2,515,780	4,035,071	5,607,367	5,359,685	5,129,098
3,444,809	2,676,242	917,152	1,368,612	1,556,677	3,056,991	5,154,444
3,780,235	3,266,333	3,715,349	1,680,810	1,664,992	3,679,698	2,880,274
9,230,148	4,172,512	11,938,547	(8,876,241)	8,628,055	16,929,298	14,392,690
3,628,782	3,510,306	4,292,458	4,281,498	4,352,874	4,007,901	3,979,833
1,473,546	1,787,286	2,529,467	3,356,634	3,121,170	3,108,546	3,077,119
-	-	-	-	-	-	-
2,870,480	4,855,288	15,667,256	5,307,556	7,872,531	11,120,409	15,243,444
5,046,711	6,415,958	5,661,711	7,363,919	12,424,844	19,169,376	18,353,732
178,104	86,354	257,618	76,342	61,536	559,899	252,643
12,264,313	7,628,724	13,120,225	12,211,434	9,860,225	14,016,162	12,428,947
163,002,066	161,627,149	192,896,835	182,681,447	217,469,621	247,957,532	253,804,334
22,633,215	20,905,089	28,059,345	29,375,332	26,007,589	33,586,883	38,067,557
26,755,974	25,920,200	23,204,094	26,049,308	34,206,830	37,418,601	36,109,170
17,435,953	18,526,441	17,468,551	19,908,614	21,300,456	23,286,241	24,314,033
5,729,694	6,801,531	7,811,566	4,533,525	8,474,519	14,679,260	13,735,805
7,751,009	7,709,890	7,934,150	8,856,305	9,562,272	10,611,701	10,813,781
6,928,114	5,876,475	10,033,372	9,644,781	6,830,142	9,101,243	9,260,054
14,931,744	16,895,076	13,830,291	15,865,685	17,008,121	18,888,255	19,161,627
-	-	-	-	-	-	-
11,730,631	10,982,256	9,158,403	12,928,846	14,957,784	17,300,071	17,129,629
-	48,389	50,993	52,140	55,768	62,096	65,928
37,405,587	28,329,369	39,557,325	53,073,734	68,092,951	48,461,796	65,745,361
11,681,619	17,204,871	15,245,866	17,040,191	17,016,935	17,839,312	20,525,609
4,372,161	4,904,830	5,019,302	4,964,232	4,438,299	5,864,315	5,475,950
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
444,488	567,301	237,949	-	-	-	-
167,800,189	164,671,718	177,611,206	202,292,693	227,951,666	237,099,774	260,404,504
(4,798,123)	(3,044,569)	15,285,629	(19,611,246)	(10,482,045)	10,857,758	(6,600,170)

See independent auditor's report.

City of Las Cruces

Changes in Fund Balance - Governmental Funds
Last Ten Fiscal Years

Other Financing Sources (Uses)	**2016**	**2017**	**2018**
Issuance of debt	35,680,000	23,888,528	1,620,500
Premiums on issuance of debt	-	-	
Proceeds of refunding Bonds	-	-	-
Payment to refunded bond escrow agent	-	-	-
Debt issuance cost	-	-	
Gain on capital assets	1,197,843	101,462	169,108
Bond premium (discount)	1,152,703	1,656,248	-
Hospital net position received	-	-	-
Leases	-	-	-
Proceeds of notes payable	-	-	-
Escrow refund	-	-	-
Payment to agency	-	-	-
Sale of capital assets	-	-	-
Transfers in	34,732,300	24,900,335	33,743,360
Transfers out	(38,040,649)	(31,468,872)	(45,395,212)
Total other financing sources (uses)	34,722,197	19,077,701	(9,862,244)
Net change in fund balances	$ 35,046,131	$ 15,269,619	$ (6,335,699)
Debt service as a percentage of non-capital expenditures	12.79%	12.01%	13.38%

Notes:

* For 2012-2018 the City presented taxes in one category. In 2019 taxes were broken out in the categories presented above.

See independent auditor's report.

City of Las Cruces

Changes in Fund Balance - Governmental Funds
Last Ten Fiscal Years

2019	2020	2021	2022	2023	2024	2025
31,594,664	31,470,000	17,600,000	-	41,567,358	19,730,000	-
1,286,141	6,325,976	1,872,957	-	2,291,160	32,484	-
-	15,435,000	-	-	-	-	235
-	(18,405,000)	-	-	-	-	-
-	-	-	-	-	-	-
685,094	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	136,248	20,000	17,817	10,000	228,201	424,893
27,025,560	36,285,214	28,331,545	39,652,119	35,779,956	39,777,368	42,306,182
(34,649,421)	(49,490,501)	(45,265,900)	(49,071,303)	(45,114,612)	(53,200,494)	(52,275,392)
25,942,038	21,756,937	2,558,602	(9,401,367)	34,533,862	6,567,559	(9,544,082)
$ 21,143,915	$ 18,712,368	$ 17,844,231	$ (29,012,613)	$ 24,051,817	$ 17,425,317	$ (16,144,252)
9.77%	16.22%	14.68%	14.75%	13.42%	12.57%	13.36%

See independent auditor's report.

City of Las Cruces

Taxable Assessed Value of Property
Last Ten Fiscal Years
(Unaudited)

Fiscal Year	Real Property		Personal Property		Exemptions
	Taxable Value	Assessed Value	Taxable Value	Assessed Value	Real/Personal Property
2025	3,723,156,004	11,169,468,012	91,872,223	275,616,669	358,366,336
2024	3,445,733,874	10,337,201,622	85,313,762	255,941,286	305,005,341
2023	3,230,100,602	9,690,301,806	73,211,428	219,634,284	294,938,609
2022	3,010,279,373	9,030,838,119	74,520,534	223,561,602	274,443,799
2021	2,766,686,877	8,300,060,631	64,245,761	192,737,283	260,992,956
2020	2,680,747,494	8,042,242,482	65,230,658	195,691,974	253,257,697
2019	2,570,059,198	7,710,177,594	71,440,024	214,320,072	245,680,382
2018	2,485,879,710	7,457,639,130	69,318,831	207,956,493	249,116,267
2017	2,410,454,447	7,231,363,341	67,500,254	202,500,762	243,597,793
2016	2,341,981,680	7,025,945,040	61,176,691	183,530,073	247,952,646

Source: Doña Ana County Property Abstract

See independent auditor's report.

City of Las Cruces

Taxable Assessed Value of Property
Last Ten Fiscal Years
(Unaudited)

Total Taxable Value	Assessed Value	Ratio of Total Taxable Value To Total Assessed Value
3,456,661,891	10,369,985,673	33%
3,226,042,295	9,678,126,885	33%
3,008,373,421	9,025,120,263	33%
2,810,356,108	8,431,068,324	33%
2,569,939,682	7,709,819,046	33%
2,492,720,455	7,478,161,365	33%
2,395,818,840	7,187,456,520	33%
2,306,082,274	6,918,246,822	33%
2,234,356,908	6,703,070,724	33%
2,155,205,725	6,465,617,175	33%

See independent auditor's report.

City of Las Cruces

Property Tax Rates Per $1,000 Assessed Valuation
Both Residential and Non-Residential - Overlapping Governments
Last Ten Fiscal Years
(Unaudited)

Residential

Fiscal Year	City	State	County	School District	Other	Total Residential
2025	8.595	1.360	9.047	9.326	1.959	30.287
2024	8.666	1.360	9.110	9.356	1.967	30.459
2023	8.821	1.360	9.297	9.457	1.992	30.927
2022	8.794	1.360	9.263	9.961	1.987	31.365
2021	8.776	1.360	9.210	9.932	1.980	31.258
2020	8.799	1.360	9.321	9.946	1.995	31.421
2019	8.848	1.360	9.351	9.949	2.000	31.508
2018	8.770	1.360	9.245	9.940	2.000	31.315
2017	6.702	1.360	9.163	9.920	1.600	28.745
2016	6.699	1.360	9.152	9.920	2.000	29.131

Non-Residential

Fiscal Year	City	State	County	School District	Other	Total Non-Residential
2025	8.944	1.360	11.647	9.476	1.972	33.399
2024	9.167	1.360	11.931	9.620	2.000	34.078
2023	9.194	1.360	11.935	9.613	2.000	34.102
2022	9.150	1.360	11.941	10.118	2.000	34.569
2021	9.150	1.360	11.946	10.117	2.000	34.573
2020	9.129	1.360	11.949	10.116	2.000	34.554
2019	9.127	1.360	11.948	10.105	2.000	34.540
2018	9.126	1.360	11.958	10.102	2.000	34.546
2017	7.120	1.360	11.959	10.109	1.600	32.148
2016	7.120	1.360	11.959	10.116	2.000	32.555

Source: Certificate of Property Tax Rates in Mills TY2025 Dona Ana County
State of New Mexico Local Government Budget Management System / Doña Ana County

See independent auditor's report.

City of Las Cruces

Principal Taxpayers
Last Ten Years
(Unaudited)

		2025		
Taxpayer	Type of Business	Taxable Value	Percentage of Total Taxable Value	Rank
El Paso Electric Company	Electricity	97,980,438	2.83%	1
Las Cruces Medical Center LLC	Medical Center	61,205,640	1.77%	2
Comcast Of New Mexico Inc	Television/Internet Serv	46,083,064	1.33%	3
Memorial Medical Center DBA PHC Las Cruces	Medical Center	45,671,099	1.32%	4
Saputo Cheese USA Inc.	Dairy	37,323,326	1.08%	5
Las Cruces Hospital Building LLC	Real Estate	20,828,851	0.60%	6
PLC Ridgeview Flats LLC	Apartments	19,520,560	0.56%	7
Copperstone LLC	Real Estate	19,483,212	0.56%	8
Clear Sky Capital Casas De Soledad Apartments LP	Apartments	19,065,162	0.55%	9
Park Place Las Cruces LLC	Investments	18,648,686	0.54%	10
Qwest Corporation	Communications			
HTA-Regional Medical Center MOB LLC	Medical Center			
SunE EPE2 LLC (Silicon Ranch)	Electricity			
Horseshoe Investment Partners LLC	Real Estate			
Mesilla Realty LLC	Shopping Centers			
Best New Mexico Portfolio I LLC	Real Estate			
Burrell College Of Osteopathic Medicine	Medical Center			
Casa Bandera Owners LLC	Real Estate			
Sonoma Palms Apts Louisiana LLC	Apartments			
Total Percentage of Taxable Value			11.16%	

Source: Doña Ana County Property Abstract - County Assessors Office

City of Las Cruces

Principal Taxpayers
Last Ten Years
(Unaudited)

2024			2023			2022		
Taxable Value	Percentage of Total Taxable Value	Rank	Taxable Value	Percentage of Total Taxable Value	Rank	Taxable Value	Percentage of Total Taxable Value	Rank
80,560,245	2.50%	1	76,151,871	2.53%	1	88,714,343	3.16%	1
61,205,640	1.90%	2	61,205,640	2.03%	2	61,205,640	2.18%	2
41,556,361	1.29%	5	39,601,328	1.32%	3	35,122,188	1.25%	4
42,852,093	1.33%	4	35,960,393	1.20%	5	35,960,393	1.28%	3
44,724,503	1.39%	3	37,549,109	1.25%	4	27,932,802	0.99%	6
20,828,851	0.65%	6	32,771,921	1.09%	6	32,654,469	1.16%	5
18,952,000	0.59%	7						
18,915,740	0.59%	8	18,186,889	0.60%	7	18,186,889	0.65%	7
18,509,961	0.57%	10	17,970,914	0.60%	9	17,541,464	0.62%	10
			17,554,010	0.58%	10	17,554,010	0.62%	9
18,903,995	0.59%	9						
			17,982,521	0.60%	8	17,963,733	0.64%	8
	11.40%			11.80%			12.55%	

See independent auditor's report.

City of Las Cruces

Principal Taxpayers
Last Ten Years
(Unaudited)

		2021		
Taxpayer	Type of Business	Taxable Value	Percentage of Total Taxable Value	Rank
El Paso Electric Company	Electricity	70,028,438	2.66%	1
Las Cruces Medical Center LLC	Medical Center	61,205,640	2.33%	2
Comcast Of New Mexico Inc	Television/Internet Serv	31,507,090	1.20%	4
Memorial Medical Center DBA PHC Las Cruces	Medical Center	35,960,393	1.37%	3
Saputo Cheese USA Inc.	Dairy			
Las Cruces Hospital Building LLC	Real Estate	31,267,535	1.19%	5
PLC Ridgeview Flats LLC	Apartments			
Copperstone LLC	Real Estate	17,829,900	0.68%	9
Clear Sky Capital Casas De Soledad Apartments LP	Apartments			
Park Place Las Cruces LLC	Investments	18,265,930	0.69%	7
Qwest Corporation	Communications			
HTA-Regional Medical Center MOB LLC	Medical Center	17,964,536	0.68%	8
SunE EPE2 LLC (Silicon Ranch)	Electricity	19,849,557	0.75%	6
Horseshoe Investment Partners LLC	Real Estate	17,191,737	0.65%	10
Mesilla Realty LLC	Shopping Centers			
Best New Mexico Portfolio I LLC	Real Estate			
Burrell College Of Osteopathic Medicine	Medical Center			
Casa Bandera Owners LLC	Real Estate			
Sonoma Palms Apts Louisiana LLC	Apartments			
Total Percentage of Taxable Value			12.21%	

See independent auditor's report.

City of Las Cruces

Principal Taxpayers
Last Ten Years
(Unaudited)

2020			2019			2018		
Taxable Value	Percentage of Total Taxable Value	Rank	Taxable Value	Percentage of Total Taxable Value	Rank	Taxable Value	Percentage of Total Taxable Value	Rank
67,860,368	2.66%	1	70,042,733	2.86%	1	81,851,555	1.84%	1
61,205,640	2.40%	2	54,590,000	2.23%	2	54,590,000	1.23%	2
27,264,830	1.07%	4	26,831,740	1.09%	5	26,020,745	0.59%	5
35,960,393	1.41%	3	35,960,393	1.47%	3	35,960,393	0.81%	3
19,806,249	0.78%	7						
17,829,900	0.70%	10	17,829,900	0.73%	8	17,829,900	0.40%	7
			16,529,225	0.67%	9	16,047,870	0.36%	8
18,265,930	0.72%	8						
17,854,468	0.70%	9	17,854,468	0.73%	7	17,854,468	0.40%	6
27,004,630	1.06%	5	18,731,587	0.76%	6			
20,101,000	0.79%	6	35,248,800	1.44%	4	35,248,800	0.79%	4
			15,396,785	0.63%	10			
						15,122,352	0.34%	9
						14,572,955	0.33%	10
	12.27%			12.60%			7.09%	

See independent auditor's report.

City of Las Cruces

Principal Taxpayers
Last Ten Years
(Unaudited)

		2017		
Taxpayer	Type of Business	Taxable Value	Percentage of Total Taxable Value	Rank
El Paso Electric Company	Electricity	75,051,914	1.89%	1
Las Cruces Medical Center LLC	Medical Center	54,590,000	1.38%	2
Comcast Of New Mexico Inc	Television/Internet Serv	22,277,725	0.56%	7
Memorial Medical Center DBA PHC Las Cruces	Medical Center	35,960,393	0.91%	3
Saputo Cheese USA Inc.	Dairy			
Las Cruces Hospital Building LLC	Real Estate			
PLC Ridgeview Flats LLC	Apartments			
Copperstone LLC	Real Estate	17,829,900	0.45%	5
Clear Sky Capital Casas De Soledad Apartments LP	Apartments	15,580,539	0.39%	8
Park Place Las Cruces LLC	Investments			
Qwest Corporation	Communications	22,031,097	0.55%	6
HTA-Regional Medical Center MOB LLC	Medical Center			
SunE EPE2 LLC (Silicon Ranch)	Electricity			
Horseshoe Investment Partners LLC	Real Estate			
Mesilla Realty LLC	Shopping Centers	35,248,800	0.89%	4
Best New Mexico Portfolio I LLC	Real Estate			
Burrell College Of Osteopathic Medicine	Medical Center			
Casa Bandera Owners LLC	Real Estate	14,148,500	0.36%	10
Sonoma Palms Apts Louisiana LLC	Apartments	14,781,437	0.37%	9
Total Percentage of Taxable Value			7.75%	

See independent auditor's report.

City of Las Cruces

Principal Taxpayers
Last Ten Years
(Unaudited)

2016		
Taxable Value	Percentage of Total Taxable Value	Rank
78,255,738	1.97%	1
54,590,000	1.38%	2
21,760,209	0.55%	7
54,042,000	1.36%	3
25,604,957	0.64%	5
15,126,762.00	0.0038103	8
22,407,480	0.56%	6
35,248,800	0.89%	4
14,148,500.00	0.00356389	10
14,871,437	0.00374599	9
	8.46%	

See independent auditor's report.

City of Las Cruces

Property Tax Levies and Collections
Last Ten Fiscal Years
(Unaudited)

		Collected within the Fiscal Year of the Levy			Total Collections To Date	
Fiscal Year Ended June 30	***Total Tax Levy for Fiscal Year**	**Amount**	**Percentage of Levy**	**Collections in Subsequent Years**	**Amount**	**Percentage of Levy**
2025	28,343,290	27,456,021	96.9%	-	27,456,021	96.9%
2024	26,853,657	26,085,357	97.1%	429,354	26,514,711	98.7%
2023	24,955,284	24,233,434	97.1%	580,159	24,813,593	99.4%
2022	23,332,846	22,712,418	97.3%	525,088	23,237,506	99.6%
2021	22,660,415	22,030,510	97.2%	598,158	22,628,668	99.9%
2020	21,830,359	21,139,123	96.8%	664,265	21,803,388	99.9%
2019	20,872,889	20,208,777	96.8%	633,867	20,842,644	99.9%
2018	15,634,001	15,177,065	97.1%	442,850	15,619,915	99.9%
2017	15,103,597	14,614,744	96.8%	472,628	15,087,372	99.9%
2016	14,873,393	14,361,584	96.6%	500,997	14,862,581	99.9%

** The "Total Tax Levy for Fiscal Year" and "Total Collections to Date" amounts for previous fiscal years are subject to annual revisions.*

Source: Doña Ana County Treasurer's Office Property Tax Schedule

See independent auditor's report.

City of Las Cruces

Ratio of Outstanding Debt by Type
Last Ten Fiscal Years
(Unaudited)

	Governmental Activities					
Fiscal Year	General Obligation Bonds	Sales Tax Revenue Bonds	Unamortized Premium on Sales Tax Revenue Bonds	Notes Payable	Lease	SBITA Payable
2016	-	99,935,000	4,884,608	8,605,230	-	-
2017	-	107,405,000	6,185,598	15,325,802	-	-
2018	-	99,845,000	5,734,548	12,557,332	-	-
2019	18,000,000	91,515,000	5,283,499	13,745,377	-	-
2020	13,950,000	115,055,000	11,244,890	14,605,506	-	-
2021	27,450,000	106,300,000	12,112,063	12,214,640	-	-
2022	22,510,000	96,715,000	11,094,499	9,699,449	7,868,502.00	-
2023	35,215,000	103,540,000	12,368,095	7,152,514	13,891,877	-
2024	37,010,000	98,325,000	11,251,053	12,463,202	9,045,969	534,329
2025	31,370,000	104,735,000	10,101,750	9,422,593	8,706,530	2,541,699

Notes:

Details regarding the city's outstanding debt can be found in the note 7 to the financial statements.

* See Schedule 14 for the personal income and population data. These ratios are calculated using personal income and population for the prior fiscal year.

See independent auditor's report.

City of Las Cruces

Ratio of Outstanding Debt by Type
Last Ten Fiscal Years
(Unaudited)

Business-Type Activities							
Utility Revenue Bonds	Unamortized Discount on Utility Revenue Bonds	Leases	Notes Payable	SBITA Payable	Total Primary Government	Percentage of Personal Income *	Per Capita *
65,445,000	3,584,671	-	3,116,172	-	185,570,681	8.69%	1,826
77,230,000	4,437,833	-	2,409,118	-	212,993,351	9.46%	2,093
94,445,000	5,052,101	-	6,714,765	-	224,348,746	9.99%	2,206
89,245,000	4,714,967	-	5,973,061	-	228,476,904	8.84%	2,045
100,015,000	10,681,533	-	5,365,203	-	270,917,132	11.25%	2,601
94,335,000	9,862,340	-	4,751,258	-	267,025,301	10.71%	2,582
87,870,000	9,043,143	633,375.00	4,125,000	-	249,558,968	9.08%	2,241
81,005,000	8,223,947	639,676	3,890,000	-	265,926,109	8.88%	2,335
73,875,000	7,404,751	897,078	3,655,000	169,085	254,630,467	7.85%	2,216
66,300,000	6,585,555	789,331	3,415,000	131,007	244,098,465	6.65%	2,086

See independent auditor's report.

City of Las Cruces

Ratio of Net General Obligation Debt to
Taxable Value and Net General Obligation Bonded Debt Per Capita
Last Ten Fiscal Years

Fiscal Year	Population	Taxable Value	General Obligation Bonded Debt Outstanding	Less Debt Service Fund	Net Bonded Debt	Ratio of Net Bonded Debt To Taxable Value	Net Bonded Debt Per Capita
2016	101,643	2,181,741,246	-	-	-	N/A	N/A
2017	101,759	2,288,261,977	-	-	-	N/A	N/A
2018	101,712	2,366,310,906	-	-	-	N/A	N/A
2019	102,926	2,452,517,126	18,000,000	-	-	N/A	N/A
2020	104,148	2,492,720,455	13,950,000	1,388,850	12,561,150	0.50%	121
2021	103,432	2,569,939,682	27,450,000	1,085,824	26,364,176	1.03%	255
2022	111,385	2,745,278,819	22,510,000	1,272,156	21,237,844	0.77%	191
2023	113,888	2,948,746,458	35,215,000	1,369,648	33,845,352	1.15%	297
2024	114,892	3,157,146,243	37,010,000	1,760,386	35,249,614	1.12%	307
2025	116,998	3,387,525,330	31,370,000	1,438,581	29,931,419	0.88%	256

Source: Doña Ana County Property Abstract
U.S. Census Bureau

See independent auditor's report.

City of Las Cruces

Computation of Direct and Overlapping Debt
June 30, 2025
(Unaudited)

Jurisdiction	Total General Debt Outstanding As of 6/30/2025	Percentage Applicable To City of Las Cruces	City of Las Cruces Share of Debt
Direct:			
City of Las Cruces	166,877,572	100.00%	166,877,572
Overlapping :			
Doña Ana County	12,982,714	50.42%	6,546,411
Las Cruces School District	151,660,917	73.53%	111,509,615
Doña Ana Community College	18,569,450	29.27%	5,435,464
Total Overlapping	183,213,081		123,491,490
Total Direct And Overlapping General Obligation Bonded Debt	$ 350,090,653		$ 290,369,062

Note:
Overlapping rates are those of local and county governments that apply to the property owners of the City of Las Cruces.

The percentage applicable to the City was determined by calculating the amount of property tax levied by the jurisdictions in the City divided by the total property taxes levied by the jurisdictions.

Source: City of Las Cruces; State of New Mexico; Doña Ana County; Las Cruces School District; Doña Ana Branch Community College

See independent auditor's report.

City of Las Cruces

Computation of Legal Debt Margin
Last Ten Fiscal Years
(Unaudited)

	FY2025
Taxable Valuation	$ 3,387,525,330
Legal Debt Limit- 4% of Assessed Valuation	135,501,013
Amount of Long-Term Debt Subject To Legal Debt Limit: General Obligation Debt Outstanding	31,370,000
Legal Debt Margin	$ 104,131,013

	Fiscal Year		
	2016	**2017**	**2018**
Debt Limit	$ 87,269,650	$ 91,530,479	$ 109,738,157
Total net debt applicable to limit	-	-	-
Total debt margin	$ 87,269,650	$ 91,530,479	$ 109,738,157
Total debt applicable to the limit as a percentage of debt limit	N/A	N/A	N/A

Source: Dona Ana County Property Abstract

See independent auditor's report.

City of Las Cruces

Computation of Legal Debt Margin
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year					
	2019	**2020**	**2021**	**2022**	**2023**	**2024**
	$ 98,100,685	$ 99,708,818	$ 102,797,587	$ 109,811,153	$ 117,949,858	$ 126,285,850
	18,000,000	13,950,000	27,450,000	22,510,000	35,215,000	37,010,000
	$ 98,100,685	$ 99,708,818	$ 102,797,587	$ 109,811,153	$ 117,949,858	$ 126,285,850
	18.35%	13.99%	26.70%	20.50%	29.86%	29.31%

See independent auditor's report.

City of Las Cruces

Pledged-Revenue Bond/Note Coverage
Last Ten Fiscal Years
June 30, 2025

Gross Receipts Tax Revenue Bonds/Notes

Fiscal Year	Pledged Revenues	Debt Service		Coverage
		Principal	Interest	
2016	57,727,707	9,425,619	3,421,436	4.49
2017	57,222,365	9,229,689	3,971,998	4.33
2018	59,512,313	8,882,965	3,362,080	4.86
2019	59,104,852	9,302,527	3,124,598	4.76
2020	62,181,138	10,240,530	3,052,552	4.68
2021	63,998,541	8,302,817	3,105,423	5.61
2022	73,485,247	9,176,681	2,895,430	6.09
2023	80,004,679	9,698,934	2,693,878	6.46
2024	81,467,216	10,504,791	3,388,272	5.86
2025	84,458,917	11,654,538	3,327,064	5.64

Gas Tax Notes

Fiscal Year	Pledged Revenues	Debt Service		Coverage
		Principal	Interest	
2016	1,547,856	415,000	5,229	3.68
2017	1,403,313	-	-	-
2018	1,578,469	-	-	-
2019	1,741,423	369,000	30,718	4.36
2020	1,762,613	348,000	51,265	4.41
2021	1,579,418	355,000	44,166	3.96
2022	1,812,799	363,000	36,534	4.54
2023	1,913,116	371,000	28,330	4.79
2024	1,836,448	380,000	19,537	4.60
2025	1,916,238	389,000	10,075	4.80

See independent auditor's report.

City of Las Cruces

Pledged-Revenue Bond/Note Coverage
Last Ten Fiscal Years
June 30, 2025

Utility Revenue Bonds/Notes

Utility Service Charges	Less Operating Expenses	Net Available Revenue	Debt Service		Coverage
			Principal	Interest	
50,270,828	(39,207,284)	11,063,544	4,670,000	2,101,424	1.63
59,888,381	(48,525,008)	11,363,373	4,590,000	2,650,452	1.57
51,108,277	(41,811,074)	9,297,203	5,075,000	2,779,052	1.18
53,906,178	(39,892,966)	14,013,212	5,941,704	3,545,595	1.48
56,774,025	(40,416,204)	16,357,821	6,137,858	3,369,849	1.72
70,282,733	(49,889,852)	20,392,881	5,905,000	4,105,216	2.04
72,714,738	(55,264,295)	17,450,443	6,695,000	3,805,270	1.66
79,689,358	(62,669,937)	17,019,421	7,100,000	3,523,931	1.60
69,019,412	(47,656,275)	21,363,137	7,365,000	3,207,498	2.02
67,968,030	(47,462,375)	20,505,655	7,815,000	2,880,185	1.92

Hold Harmless Gross Receipts Tax Revenue Bonds/Notes

Fiscal Year	Pledged Revenues	Debt Service		Coverage
		Principal	Interest	
2016	9,470,898	1,300,000	596,438	4.99
2017	9,683,178	935,000	963,504	5.10
2018	10,134,041	935,000	963,504	5.34
2019	10,206,055	1,540,000	1,043,511	3.95
2020	10,705,433	2,095,000	1,047,334	3.41
2021	11,487,566	2,175,000	979,842	3.64
2022	13,009,419	2,235,000	907,460	4.14
2023	14,306,501	2,315,000	831,032	4.55
2024	14,659,425	2,400,000	750,025	4.65
2025	15,453,321	2,485,000	665,859	4.90

See independent auditor's report.

City of Las Cruces

Pledged-Revenue Bond/Note Coverage
Last Ten Fiscal Years
June 30, 2025

Solid Waste Revenue Notes

Utility Service Charges	Less Operating Expenses	Net Available Revenue	Debt Service		Coverage
			Principal	Interest	
13,525,241	(10,485,014)	3,040,227	696,463	64,114	4.00
13,169,287	(9,743,474)	3,425,813	707,054	56,185	4.49
13,756,124	(11,888,030)	1,868,094	719,353	43,885	2.45
14,251,987	(12,568,407)	1,683,579	521,704	29,669	3.05
14,915,061	(13,028,883)	1,886,178	382,858	21,761	4.66
16,703,177	(10,262,295)	6,440,882	388,945	15,673	15.92
16,921,528	(15,512,552)	1,408,976	396,258	8,361	3.48
18,757,947	(17,868,729)	889,218	-	-	-
27,512,970	(11,452,730)	16,060,241	-	-	-
25,427,724	(11,547,344)	13,880,380	-	-	-

See independent auditor's report.

City of Las Cruces

Pledged-Revenue Bond/Note Coverage
Last Ten Fiscal Years
June 30, 2025

Fire Protection Fund

Pledged Revenues	Debt Service Principal	Debt Service Interest	Coverage
725,117	268,682	28,332	2.44
742,698	157,655	19,922	4.18
914,466	162,544	15,634	5.13
785,327	167,879	10,790	4.40
1,157,512	163,724	5,468	6.84
1,301,100	-	-	0.00
1,095,495	-	-	0.00
718,199	-	-	0.00
1,179,683	-	-	0.00
1,210,427	-	-	0.00

Lodger's Tax and Convention Center Fees

Pledged Revenues	Debt Service Principal	Debt Service Interest	Coverage
3,351,562	615,000	973,769	2.11
3,304,443	630,000	956,856	2.08
3,463,997	650,000	937,956	2.18
3,448,238	675,000	915,206	2.17
2,976,084	1,290,000	989,374	1.31
3,284,901	535,000	573,456	2.96
4,590,978	560,000	552,056	4.13
4,153,232	580,000	529,656	3.74
4,124,803	605,000	506,456	3.71
3,889,358	625,000	482,256	3.51

Environmental Gross Receipts Tax Bonds

Pledged Revenues	Debt Service Principal	Debt Service Interest	Coverage
1,773,442	521,163	71,717	2.99
1,756,683	207,486	68,255	6.37
1,825,508	208,836	65,814	6.65
1,813,269	215,213	62,897	6.52
1,913,833	216,617	59,447	6.93
1,660,733	218,049	55,464	6.07
2,271,304	224,510	51,030	8.24
2,448,495	231,001	46,075	8.84
2,520,352	237,521	40,665	9.06
2,605,911	239,071	34,858	9.51

Notes:

Details regarding the City's outstanding debt can be found in Note 7 of the financial statements.
Operating expenses do not include interest, depreciation, or amortization expenses.
The 2010 Convention Center bonds are pledged first with the lodger's tax and convention center fees and then by the state shared gross receipts taxes.

See independent auditor's report.

City of Las Cruces

Demographic Data
Last Ten Fiscal Years
(Unaudited)

Fiscal Year	Population	Personal Income (thousands of dollars)	Per Capita Income	Median Age	School Enrollment	Unemployment Rate %
2016	101,643	$2,155,848	21,210	33.6	24,613	7.2%
2017	101,759	$2,252,130	22,132	31.7	24,627	7.5%
2018	101,712	$2,244,784	22,070	32.1	24,999	5.2%
2019	102,926	$2,380,781	23,131	32.6	24,461	6.3%
2020	104,148	$2,408,318	23,124	32.5	24,648	8.2%
2021	103,432	$2,493,021	24,103	32.3	23,601	8.4%
2022	111,385	$2,748,313	24,674	32.5	23,694	5.3%
2023	113,888	$2,994,116	26,290	32.7	25,961	7.5%
2024	114,892	$3,244,435	28,239	31.8	25,712	7.5%
2025	116,998	$3,673,035	31,394	32.7	25,681	4.4%

Sources:
US Cities TAB: US CENSUS-LCNM Population
https://worldpopulationreview.com/us-cities/las-cruces-nm-population
https://datacommons.org/place/geoId/3539380
US Census TAB: LCNM Per Capita Income (Income & Poverty)
https://www.census.gov/quickfacts/fact/table/US,NM,lascrucescitynewmexico/PST045219#
US Cities TAB: Median Age (LC Population by Age)
https://www.census.gov/data/datasets/time-series/demo/popest/2020s-total-cities-and-towns.html
LCPS School Enrollment TAB:
Las Cruces Public Schools Records Requests - Make a new request

See independent auditor's report.

City of Las Cruces

Principal Employers
Last Ten Fiscal Years
June 30, 2025
(Unaudited)

2025	2024
New Mexico State University	New Mexico State University
Las Cruces Public Schools	Las Cruces Public Schools
Ambercare	Ambercare
City of Las Cruces	City of Las Cruces
Memorial Medical Center	Memorial Medical Center
Dona Ana Community College	Dona Ana Community College
Tresco	Tresco
La Clinica de Familia	La Clinica de Familia
Dona Ana County	Dona Ana County
Kestone Industries	Kestone Industries
Peak Behavioral Health	Peak Behavioral Health

2023	2022
New Mexico State University	New Mexico State University
White Sands Missile Range	White Sands Missile Range
Las Cruces Public Schools	Las Cruces Public Schools
NASA	NASA
City of Las Cruces	City of Las Cruces
Memorial Medical Center	Memorial Medical Center
Wal-Mart	Wal-Mart
Allied Signal Aerospace	Allied Signal Aerospace
Excel Agent Services	Excel Agent Services

Note:

By law, the New Mexico Department of Labor may not release the number of employees.

For further information, contact Ms. Rachel Moscowitz at the New Mexico Department of Labor at (505) 383-2722.

Source: Las Cruces City Data: Economy
Largest Employers in New Mexico | NM Partnership
https://nmpartnership.com/incentives-data/new-mexico-largest-employers/

See independent auditor's report.

City of Las Cruces

Principal Employers
Last Ten Fiscal Years
June 30, 2025
(Unaudited)

2021	2020
New Mexico State University	New Mexico State University
White Sands Missile Range	White Sands Missile Range
Las Cruces Public Schools	Las Cruces Public Schools
NASA	NASA
City of Las Cruces	City of Las Cruces
Memorial Medical Center	Memorial Medical Center
Wal-Mart	Wal-Mart
Allied Signal Aerospace	Allied Signal Aerospace
Excel Agent Services	Excel Agent Services

2019	2018
New Mexico State University	New Mexico State University
White Sands Missile Range	White Sands Missile Range
Las Cruces Public Schools	Las Cruces Public Schools
NASA	NASA
City of Las Cruces	City of Las Cruces
Memorial Medical Center	Memorial Medical Center
Wal-Mart	Wal-Mart
Allied Signal Aerospace	Allied Signal Aerospace
Excel Agent Services	Excel Agent Services

See independent auditor's report.

City of Las Cruces

Principal Employers
Last Ten Fiscal Years
June 30, 2025
(Unaudited)

2017

New Mexico State University
White Sands Missile Range
Las Cruces Public Schools
NASA
City of Las Cruces
Memorial Medical Center
Wal-Mart
Allied Signal Aerospace
Excel Agent Services

2016

New Mexico State University
Las Cruces Public Schools
Peak Behavioral Health Services
Memorial Medical Center
Wal-Mart
MountainView Regional Medical Center
Doña Ana County Administration
Doña Ana Branch Community College
Addus Healthcare
NASA

See independent auditor's report.

City of Las Cruces

Full-Time Equivalent Employees by Line of Business
Last Ten Fiscal Years
(Unaudited)

Line of Business	2016	2017	2018	2019 *	2020 **	2021 *	2022 *	2023	2024	2025
City Manager's Office										
Administration	-	-	-	9	12	23	23	21	29	29
Council & Community Support	-	-	-	3	8	8	8	7	8	9
Fiscal Management	-	-	-	9	7	8	8	7	5	11
Community Relations	-	-	-	10	5	8	8	8	14	23
Fleet Management	-	-	-	29	34	45	45	42	41	43
Sustainability	-	-	-	2	2	2	2	2	2	3
Planning & Neighborhood Services	-	-	-	11	7	11	11	11	10	16
Mesilla Valley Metropolitan Planning Organization	-	-	-	5	4	4	4	4	4	4
RoadRUNNER Transit	-	-	-	73	61	69	69	68	82	81
Maintenance and Operations	-	-	-	84	62	76	76	54	44	47
Organizational Support	-	-	-	10	7	7	7	6	9	16
Other	24	25	56	-	-	-	-	-	13	4
Financial Services										
Administration	-	-	-	3	5	5	5	7	7	6
OMB	-	-	-	-	-	-	-	8	9	9
Accounting and Financial Reporting	-	-	-	15	12	12	12	11	11	11
Processing Procure-to-pay	-	-	-	12	11	15	15	14	14	11
Revenue Management	-	-	-	13	12	13	13	14	14	20
Other	42	46	43	-	-	-	-	-	-	-
Human Resources										
Office of the Director	-	-	-	2	1	2	2	5	4	5
Employee Support	-	-	-	5	5	10	10	14	20	23
Other	13	14	17	-	-	-	-	-	-	-
Legal										
Office of the Director	-	-	-	3	8	9	9	9	9	17
Education	-	-	-	4	2	-	-	-	-	-
Compliance	-	-	-	22	24	22	22	24	29	7
Other	28	36	26	-	-	-	-	-	-	-

See independent auditor's report.

City of Las Cruces

Full-Time Equivalent Employees by Line of Business
Last Ten Fiscal Years
(Unaudited)

Line of Business	2016	2017	2018	2019 *	2020 **	2021 *	2022 *	2023	2024	2025
Police										
Office of the Chief	-	-	-	16	19	40	40	40	44	38
Public Safety	-	-	-	161	131	219	219	235	267	289
Investigations & Intelligence	-	-	-	36	41	38	38	38	41	49
Community Outreach	-	-	-	82	20	17	17	20	28	27
Law Enforcement Academy	-	-	-	24	2	-	-	-	27	47
Internal Affairs	-	-	-	4	4	4	4	-	-	-
Other	250	303	335	-	-	-	-	-	-	-
Fire										
Office of the Chief	-	-	-	7	12	12	12	10	9	8
Community Engagement	-	-	-	8	5	5	5	5	6	10
Support and Education	-	-	-	3	3	3	3	10	20	28
Emergency Response	-	-	-	153	150	160	160	163	170	192
Other	131	150	165	-	-	-	-	-	-	-
Community Development										
Office of the Director	-	-	-	5	5	4	4	6	6	8
One Stop Shop	-	-	-	25	21	28	28	30	30	26
Community Improvement	-	-	-	6	7	7	7	15	13	17
Other	43	44	51	-	-	-	-	-	-	-
Economic Development										
Administration	-	-	-	6	6	8	8	7	6	6
Development	-	-	-	30	23	26	26	20	23	23
Land Mgmt. and Real Estate	-	-	-	4	4	4	4	4	4	3
Other	-	-	37	-	-	4	4	-	-	-
Quality of Life										
Director's Office	-	-	-	6	9	22	22	22	25	29
Senior Programs	-	-	-	46	40	43	43	36	55	60
Library and Museums	-	-	-	68	51	62	62	55	76	87
Other	85	128	199	-	-	-	-	-	-	-

See independent auditor's report.

City of Las Cruces

Full-Time Equivalent Employees by Line of Business
Last Ten Fiscal Years
(Unaudited)

Line of Business	2016	2017	2018	2019 *	2020 **	2021 *	2022 *	2023	2024	2025
Public Works										
Office of the Director	-	-	-	6	5	12	12	18	12	12
Public Infrastructure	-	-	-	55	55	56	56	75	87	94
Traffic Engineering	-	-	-	22	18	23	23	26	26	23
Other	91	152	161	-	-	-	-	-	-	-
Information Technology										
Office of the Director	-	-	-	2	3	3	3	3	3	3
Information Systems	-	-	-	9	10	11	11	15	14	25
IT Infrastructure Support	-	-	-	16	13	15	15	11	13	5
Information Security	-	-	-	2	-	-	-	1	1	1
Other	23	29	30	-	-	-	-	-	-	-
Parks and Recreation**										
Office of the Director	-	-	-	11	13	12	12	15	19	13
Construction, Maintenance and Beautification	-	-	-	62	51	65	65	65	77	90
Fitness, Recreation and Wellness	-	-	-	66	46	68	68	68	95	160
Community Events	-	-	-	2	-	-	-	4	-	1
Out of School Time and Youth Diversion	-	-	-	30	22	29	29	29	69	93
Other	80	151	177	-	-	-	-	-	-	-

See independent auditor's report.

City of Las Cruces

Full-Time Equivalent Employees by Line of Business
Last Ten Fiscal Years
(Unaudited)

Line of Business	2016	2017	2018	2019 *	2020 **	2021 *	2022 *	2023	2024	2025
Utilities										
Office of the Director	-	-	-	10	10	30	30	35	37	52
Natural Gas Operations & Maintenance	-	-	-	59	44	46	46	44	46	29
Water Operations & Maintenance	-	-	-	58	47	58	58	48	51	58
Wastewater Operations & Maintenance	-	-	-	45	36	32	32	37	33	36
Solid Waste Collections	-	-	-	43	37	34	34	34	59	40
Utilities Environmental	-	-	-	6	4	5	5	5	2	5
Customer Engagement	-	-	-	46	24	21	21	22	19	25
Revenue & Financial Reporting	-	-	-	17	21	7	7	9	18	24
Regulatory Compliance & Training	-	-	-	11	10	6	6	7	14	4
Utilities Support & Project Management	-	-	-	15	17	59	59	59	46	116
Other	268	298	298	-	-	-	-	-	-	-
Other										
Other	130	120	-	-	-	23	23	24	26	26
Total Employees	**1,208**	**1,496**	**1,593**	**1,605**	**1,328**	**1,670**	**1,670**	**1,706**	**1,995**	**2,277**

**Changes due to Line of Business classification versus Function/Program in FY19*

***Changes in data for this schedule in FY20- using actual amounts . Prior years used budgeted numbers from the Budget Book*

See independent auditor's report.

City of Las Cruces

Operating Indicators by Function/Program
Last Ten Fiscal Years
(Unaudited)

	Fiscal Years	
	2016	2017
Function/program		
General Government		
Average number of days from position postings to position hires	50	51
Operating and maintenance cost per work station	< $3,800	< $3,600
Public Works/Building Services		
Dollar amount of projects managed per employee	5.90M	4.25M
Number of project work orders (over $10,000) requested	29	38
Total number of facilities operated and maintained	104	105
Percent of potholes patched within 24 hours of report	68.0%	76.0%
Parks and Recreation		
Conduct park safety and maintenance inspections	154/qtr	159/qtr
Number of clean up events	47	171
Police		
Number of citations issued	17,660	17,159
Number of codes violations addressed	32,749	30,597
Fire		
Number of building inspections	3,525	2,400
Number of citizens who receive safety education	7,950	11,018
Community Development		
Number of affordable rental and owner occupied housing using CBDG and HOME funds	62	56
Miles of bicycle facility lane installed	0.4	0.0
Number of special events hosted in downtown area	58	61
Number of vendors participating in the Farmer's and Crafts Market	0	0
Number of residential building permits issued	379	480
Amount collected for residential permits	$ 1,783,294	$ 2,555,158
Number of commercial building permits issued	26	31
Amount collected for commercial permits	$ 737,098	$ 951,694

See independent auditor's report.

City of Las Cruces

Operating Indicators by Function/Program
Last Ten Fiscal Years
(Unaudited)

	Fiscal Years							
	2018	**2019**	**2020***	**2021***	**2022***	**2023**	**2024**	**2025**
	48	65	71	113.9	80	110	82	88
	< $3,600	< $3,200	< $3,200	<$3,900	<$4,000	<$4,000	<$4,000	<4,400
	2.86M	3.39M	.25M	2.0M				6.9M
	54	30	20	5		3		
	105	105	105	106	107	109	109	115
	35.0%	89.2%	84.3%	89.0%	96.0%	95.0%	96.0%	96.0%
	159/qtr	634/qrt	404/qrt	382/qrt	986	801/qrt	14,150/year	149
	237	186	15	10	30	27	43	71
	18,549	15,101	13,051	10,396	5,544	12,239	14,763	14,148
	26,068	22,668	26,351	11,416	15,201	16,252	8,189	10,194
	3,000	2,862	2,609	1,851	2,312	1,151	1,093	2,385
	15,475	7,232	6,153	745	5,204	14,560	14,690	20,448
	43	41	41	46	50	47	55	62
	0.0	5.7	1.7	1.10	3.40	1.5	0.9	0.0
	95	100	72	0	76	137	154	118.00
	0	0	0	0	0	300	310	131
	521	532	648	926	692	558	567	650
	$ 2,830,607	$ 2,901,239	$ 3,573,497	$ 4,062,405	$ 4,233,384	$ 3,593,504	$ 3,693,028	$ 4,067,990
	27	29	30	29	125	146	104	139
	$ 857,668	$ 651,866	$ 551,027	$ 341,836	$ 1,133,196	$ 1,728,239	$ 1,075,299	$ 1,522,351

**Due to COVID-19 there was a fluctuation in numbers reported for 2020, 2021 and 2022.*

See independent auditor's report.

City of Las Cruces

Operating Indicators by Function/Program
Last Ten Fiscal Years
(Unaudited)

	Fiscal Years	
	2016	**2017**
Economic Development		
Request for visitor information at Convention & Visitor's Bureau (CVB)	5,426	3,605
Walk-in visitors to CVB office	587	642
Quality of Life		
Number of congregate meals served to seniors	98,479	100,775
Number of home-delivered meals served to seniors	186,829	190,729
Number of homemaker units	4,547	5,084
Respite Care Units		
Recreation Units		
Museum visitors	78,952	84,782
Museum exhibit openings attendance	3,286	3,766
Museum program participants	18,482	17,537
Total library circulations	431,060	409,838
Total number of library sponsored programs	613	525
Computer sessions at library	61,746	50,491
Fixed Route ridership	667,736	539,143
Cost per trip on fixed route	$ 3.95	$ 4.88
Streets/Traffic		
Percent of potholes patched within 24 hours of report	68.0%	76.0%
Maintain major arterials and intersections through routine striping program	2/yr	1/yr
Utilities		
Meter reading complaints	< 1%	< 1%
Metering operating cost per customer	$ 0.70	$ 0.64
Operating and maintenance cost per dekatherm (Gas)	$ 2.61	$ 2.80
Operating and maintenance cost per 1,000 gallons produced (Water)	$ 1.94	$ 1.64
Operating and maintenance cost per 1,000 gallons treated (Wastewater)	$ 2.94	$ 2.94
Total operating cost per ton collected (Solid Waste)	$ 71.36	$ 73.46

Source: Various City departments

See independent auditor's report.

City of Las Cruces

Operating Indicators by Function/Program
Last Ten Fiscal Years
(Unaudited)

	Fiscal Years							
	2018	**2019**	**2020***	**2021***	**2022***	**2023**	**2024**	**2025**
	5,537	4,882	5,317	4,447	4,760	3,140	3,038	2,502
	492	812	1,097	524	1,298	1,557	1,434	1,847
	100,148	100,905	126,661	181,734	108,164	63,176	93,508	105,184
	203,943	213,769	245,927	297,460	252,233	279,180	235,777	239,105
	4,790	4,948	2,875	-	4,186	4,026	4,728	4,531
			4,182	3,977	4,617	4,672	4,950	4,599
			14,763	2,965	6,059	10,609	8,011	38,343
	99,495	93,525	75,505	28,938	62,675	106,273	125,629	110,090
	3,810	2,262	1,731	-	952	1,362	2,168	1,466
	23,183	35,161	34,205	26,970	13,266	28,619	34,139	25,237
	400,107	396,171	308,316	169,621	295,355	444,689	449,887	409,697
	616	632	689	445	619	826	1,630	1,097
	41,266	46,541	41,100	17,133	20,338	20,024	19,714	23,898
	554,586	543,333	505,187	498,509	339,619	532,655	699,631	801,877
$	5.87	$ 6.14	$ 7.07	$ 12.47	$ 12.09	$ 10.21	$ 7.85	$ 6.62
	35.0%	89.2%	89.0%	89.0%	96.0%	95.0%	96.0%	96.0%
	1/yr	1/yr	1/yr	1/yr	1/yr	1/yr	1/yr	1/yr
	< 1%	< 1%	<1%	<1%	<1%	<1%	<1%	<1%
$	0.55	$ 0.54	$ 0.35	$ 0.41	$ 0.39	$ 0.45	$ 0.58	$ 0.68
$	3.69	$ 2.63	$ 2.99	$ 3.04	$ 3.37	$ 2.87	$ 3.66	$ 3.79
$	2.03	$ 1.96	$ 2.15	$ 2.14	$ 2.31	$ 2.47	$ 2.41	$ 2.52
$	3.56	$ 3.16	$ 3.33	$ 3.18	$ 3.45	$ 3.51	$ 3.88	$ 3.67
$	85.71	$ 79.41	$ 108.84	$ 130.68	$ 113.70	$ 117.53	$ 129.87	$ 141.53

**Due to COVID-19 there was a fluctuation in numbers reported for 2020, 2021 and 2022.*

See independent auditor's report.

City of Las Cruces

Capital Assets and Infrastructure Statistics by Function/Program
Last Ten Fiscal Years
(Unaudited)

Function/program	Fiscal Year 2016	2017
Las Cruces area in square miles	77	77
Government facilities and services:		
Miles of streets	483	483
Number of street lights	7,959	7,463
Culture and Recreation:		
Community centers	6	6
Lakes	1	1
Pond	2	2
Parks	92	93
Park acreage	970	972
Sports complex	16	16
Swimming pools	4	4
Shooting range	1	1
Tennis courts	18	18
Pickle Ball courts		
Paths/Trails	11	11
Miles of paths/Trails	23	23
Fire Protection:		
Number of stations	7	8
Police Protection:		
Number of stations	1	2
Sewerage Systems:		
Miles of sanitary sewers (est.)	550	550
Miles of storm sewers (mains)	75	85
Number of treatment plants	3	3
Number of service connections	33,518	34,048
Water System:		
Miles of water mains (est.)	600	704
Number of service connections	32,653	35,099
Transit System:		
Miles of bus routes	133	115
Number of bus stops	290	260
Number of buses	19	19
Number of Dial-a-Ride vehicles	20	20

Source: Various City of Las Cruces departments
Note: Some data figures are based on estimated, projected, or preliminary information.
(1) prior to 2020, amounts were based on estimates
(2) data now per current GIS database
(3) data now provided by Parks & Recreation Department

See independent auditor's report.

City of Las Cruces

Capital Assets and Infrastructure Statistics by Function/Program
Last Ten Fiscal Years
(Unaudited)

Fiscal Year							
2018	2019	2020	2021	2022	2023	2024	2025
77	77	77	77	77	77	77	77
519	519	493 (1)	503	509	518	528	535
7,490	7,489	7,610	7,658	7,793	7,935	7,957	8,017
6	6	6	6	6	6	6	6
1	1	1	1	1	1	1	1
2	2	2	1	1	1	1	1
94	98	113 (2)	115	116	117	118	124
973	974	1,544 (2)	1,510	1,513	1,514	1,515	1,545
16	16	16	16	16	16	16	20
4	4	4	4	4	4	4	4
1	1	1	1	1	1	1	1
18	18	18	16	16	16	16	16
			8	8	8	8	16
17	17	46 (3)	46	49	49	49	49
30	30	38	38	41	41	41	41
8	8	8	8	8	8	8	8
2	2	2	2	2	2	2	2
550	550	524	535	540	544	550	553
86	89	90	91	91	92	92	92
3	3	3	3	3	3	3	3
34,525	35,083	35,726	36,535	37,375	38,161	38,895	39,619
720	720	721	727	732	732	737	740
36,854	37,182	37,560	38,114	38,571	38,905	39,154	39,409
158	160	160	148	160	160	160	160
260	302	311	312	314	314	314	314
19	20	20	20	20	20	20	20
20	21	21	21	21	21	20	20

See independent auditor's report.

City of Las Cruces

Sales Tax Revenue Payers by Industry
Last Ten Fiscal Years
June 30, 2025
(Unaudited)

Fiscal Year 2025

Industry	Number of Filers	Percentage of Total	Tax Liability	Percentage of Total	Tax Rate
Retail Trade	35,843	32.77%	$ 111,238,339	33.00%	8.0650%
Construction	7,331	6.70%	$ 38,240,806	11.34%	8.0650%
Other Services (except Public Admin)	11,884	10.87%	$ 23,751,818	7.05%	8.0650%
Health Care and Social Assistance	6,254	5.72%	$ 56,266,367	16.69%	8.0650%
Accommodation and Food Services	3,481	3.18%	$ 34,789,648	10.32%	8.0650%
Professional, Scientific and Technical Svcs	11,116	10.16%	$ 24,111,119	7.15%	8.0650%
Wholesale Trade	12,500	11.43%	$ 9,274,200	2.75%	8.0650%
Unclassified Establishments	4,934	4.51%	$ 6,602,760	1.96%	8.0650%
Utilities	212	0.19%	$ 5,648,322	1.68%	8.0650%
Information and Cultural Industries	7,086	6.48%	$ 11,179,631	3.32%	8.0650%
Real Estate and Rental and Leasing	3,824	3.50%	$ 5,934,284	1.76%	8.0650%
Administrative, Support, Waste Mgmt., and Remediation Svcs	4,898	4.48%	$ 10,064,380	2.99%	8.0650%
Total	109,363	100.00%	$ 337,101,674	100.00%	

Fiscal Year 2024

Industry	Number of Filers	Percentage of Total	Tax Liability	Percentage of Total	Tax Rate
Retail Trade	33,965	33.41%	$ 113,644,351	35.14%	8.0625%
Construction	7,198	7.08%	$ 32,073,520	9.92%	8.0625%
Other Services (except Public Admin)	11,918	11.72%	$ 24,448,400	7.56%	8.0625%
Health Care and Social Assistance	5,588	5.50%	$ 50,930,817	15.75%	8.0625%
Accommodation and Food Services	3,608	3.55%	$ 34,825,541	10.77%	8.0625%
Professional, Scientific and Technical Svcs	10,145	9.98%	$ 22,209,238	6.87%	8.0625%
Wholesale Trade	11,528	11.34%	$ 9,151,187	2.83%	8.0625%
Unclassified Establishments	3,295	3.24%	$ 5,656,094	1.75%	8.0625%
Utilities	226	0.22%	$ 6,512,307	2.01%	8.0625%
Information and Cultural Industries	5,891	5.80%	$ 10,610,058	3.28%	8.0625%
Real Estate and Rental and Leasing	3,816	3.75%	$ 5,408,570	1.67%	8.0625%
Administrative, Support, Waste Mgmt., and Remediation Svcs	4,471	4.40%	$ 7,968,410	2.46%	8.0625%
Total	109,363	100.00%	$ 323,438,493	100.00%	

See independent auditor's report.

City of Las Cruces

Sales Tax Revenue Payers by Industry
Last Ten Fiscal Years
June 30, 2025
(Unaudited)

Fiscal Year 2023

Number of Filers	Percentage of Total	Tax Liability	Percentage of Total	Tax Rate
30,030	32.48%	$ 115,302,024	35.39%	8.1875%
6,817	7.37%	$ 36,395,799	11.17%	8.1875%
11,402	12.33%	$ 22,580,213	6.93%	8.1875%
5,771	6.24%	$ 51,388,241	15.77%	8.1875%
3,416	3.69%	$ 35,031,823	10.75%	8.1875%
8,996	9.73%	$ 21,449,524	6.58%	8.1875%
10,117	10.94%	$ 9,532,688	2.93%	8.1875%
2,612	2.83%	$ 4,405,187	1.35%	8.1875%
228	0.25%	$ 7,266,558	2.23%	8.1875%
4,913	5.31%	$ 9,752,574	2.99%	8.1875%
3,736	4.04%	$ 5,898,242	1.81%	8.1875%
4,415	4.78%	$ 6,811,356	2.09%	8.1875%
92,453	100.00%	$ 325,814,229	100.00%	

Fiscal Year 2022

Number of Filers	Percentage of Total	Tax Liability	Percentage of Total	Tax Rate
25,733	39.69%	$ 103,054,487	36.07%	8.3125%
6,603	10.18%	$ 30,512,775	10.68%	8.3125%
1,881	2.90%	$ 21,046,993	7.37%	8.3125%
4,110	6.34%	$ 46,578,887	16.30%	8.3125%
3,251	5.01%	$ 31,937,281	11.18%	8.3125%
8,403	12.96%	$ 19,682,341	6.89%	8.3125%
614	0.95%	$ 329,378	0.12%	8.3125%
2,171	3.35%	$ 3,469,942	1.21%	8.3125%
151	0.23%	$ 6,968,693	2.44%	8.3125%
4,306	6.64%	$ 9,270,257	3.24%	8.3125%
3,608	5.56%	$ 6,396,202	2.24%	8.3125%
4,009	6.18%	$ 6,475,738	2.27%	8.3125%
64,840	100.00%	$ 285,722,974	100.00%	

See independent auditor's report.

City of Las Cruces

Sales Tax Revenue Payers by Industry
Last Ten Fiscal Years
June 30, 2025
(Unaudited)

Fiscal Year 2021

Industry	Number of Filers	Percentage of Total	Tax Liability	Percentage of Total	Tax Rate
Retail Trade	12,245	20.03%	$ 91,453,816	35.91%	8.3125%
Construction	7,077	11.57%	$ 28,083,766	11.03%	8.3125%
Other Services (except Public Admin)	10,460	17.11%	$ 19,240,476	7.56%	8.3125%
Health Care and Social Assistance	5,929	9.70%	$ 42,183,492	16.57%	8.3125%
Accommodation and Food Services	3,345	5.47%	$ 24,060,830	9.45%	8.3125%
Professional, Scientific and Technical Svcs	7,361	12.04%	$ 17,184,801	6.75%	8.3125%
Wholesale Trade	4,038	6.60%	$ 5,191,045	2.04%	8.3125%
Unclassified Establishments	1,031	1.69%	$ 885,818	0.35%	8.3125%
Utilities	234	0.38%	$ 7,869,082	3.09%	8.3125%
Information and Cultural Industries	2,675	4.38%	$ 7,045,972	2.77%	8.3125%
Real Estate and Rental and Leasing	3,338	5.46%	$ 5,929,984	2.33%	8.3125%
Administrative, Support, Waste Mgmt., and Remediation Svcs	3,409	5.58%	$ 5,517,880	2.17%	8.3125%
Total	61,142	100.00%	$ 254,646,962	100.00%	

Fiscal Year 2020

Industry	Number of Filers	Percentage of Total	Tax Liability	Percentage of Total	Tax Rate
Retail Trade	10,922	19.38%	$ 76,689,426	32.99%	8.3125%
Construction	6,661	11.82%	$ 29,844,180	12.84%	8.3125%
Other Services (except Public Admin)	8,706	15.45%	$ 14,650,811	6.30%	8.3125%
Health Care and Social Assistance	6,572	11.66%	$ 41,722,121	17.95%	8.3125%
Accommodation and Food Services	3,289	5.84%	$ 24,015,156	10.33%	8.3125%
Professional, Scientific and Technical Svcs	6,510	11.55%	$ 14,070,577	6.05%	8.3125%
Wholesale Trade	3,544	6.29%	$ 4,096,757	1.76%	8.3125%
Unclassified Establishments	1,134	2.01%	$ 824,868	0.35%	8.3125%
Utilities	140	0.25%	$ 6,221,023	2.68%	8.3125%
Information and Cultural Industries	2,386	4.23%	$ 12,077,507	5.20%	8.3125%
Real Estate and Rental and Leasing	3,090	5.48%	$ 4,364,661	1.88%	8.3125%
Administrative, Support, Waste Mgmt., and Remediation Svcs	3,408	6.05%	$ 3,882,493	1.67%	8.3125%
Total	56,362	100.00%	$ 232,459,581	100.00%	

See independent auditor's report.

City of Las Cruces

Sales Tax Revenue Payers by Industry
Last Ten Fiscal Years
June 30, 2025
(Unaudited)

Fiscal Year 2019

Number of Filers	Percentage of Total	Tax Liability	Percentage of Total	Tax Rate
9,874	18.32%	$ 73,858,429	33.43%	8.3125%
6,656	12.35%	$ 21,537,408	9.75%	8.3125%
7,839	14.55%	$ 12,998,185	5.88%	8.3125%
6,129	11.37%	$ 39,080,104	17.69%	8.3125%
3,279	6.08%	$ 24,733,941	11.20%	8.3125%
6,387	11.85%	$ 17,826,055	8.07%	8.3125%
2,994	5.56%	$ 3,885,531	1.76%	8.3125%
2,488	4.62%	$ 1,672,228	0.76%	8.3125%
148	0.27%	$ 6,272,037	2.84%	8.3125%
1,851	3.43%	$ 11,988,795	5.43%	8.3125%
3,034	5.63%	$ 3,367,134	1.52%	8.3125%
3,214	5.96%	$ 3,691,612	1.67%	8.3125%
53,893	100.00%	$ 220,911,458	100.00%	

Fiscal Year 2018

Number of Filers	Percentage of Total	Tax Liability	Percentage of Total	Tax Rate
7,138	10.34%	$ 51,496,611	19.04%	8.3125%
5,653	8.19%	$ 17,427,598	6.44%	8.3125%
7,262	10.52%	$ 11,360,340	4.20%	8.3125%
4,564	6.61%	$ 26,942,690	9.96%	8.3125%
5,534	8.02%	$ 21,702,512	8.02%	8.3125%
4,374	6.34%	$ 10,912,644	4.04%	8.3125%
5,650	8.19%	$ 25,462,566	9.42%	8.3125%
18,621	26.98%	$ 74,345,424	27.49%	8.3125%
2,174	3.15%	$ 11,763,610	4.35%	8.3125%
1,482	2.15%	$ 8,956,630	3.31%	8.3125%
4,142	6.00%	$ 7,271,327	2.69%	8.3125%
2,429	3.52%	$ 2,799,119	1.04%	8.3125%
69,023	100.00%	$ 270,441,071	100.00%	

See independent auditor's report.

City of Las Cruces

Sales Tax Revenue Payers by Industry
Last Ten Fiscal Years
June 30, 2025
(Unaudited)

Fiscal Year 2017

Industry	Number of Filers	Percentage of Total	Tax Liability	Percentage of Total	Tax Rate
Retail Trade	10,047	19.27%	$ 71,172,263	34.01%	8.3125%
Construction	7,121	13.66%	$ 25,155,891	12.02%	8.3125%
Other Services (except Public Admin)	10,746	20.61%	$ 15,567,684	7.44%	8.3125%
Health Care and Social Assistance	6,157	11.81%	$ 34,124,180	16.30%	8.3125%
Accommodation and Food Services	3,442	6.60%	$ 23,038,391	11.01%	8.3125%
Professional, Scientific and Technical Svcs	6,217	11.92%	$ 13,043,433	6.23%	8.3125%
Wholesale Trade	2,759	5.29%	$ 3,833,924	1.83%	8.3125%
Unclassified Establishments	976	1.87%	$ 852,162	0.41%	8.3125%
Utilities	105	0.20%	$ 7,029,139	3.36%	8.3125%
Information and Cultural Industries	1,657	3.18%	$ 12,054,208	5.76%	8.3125%
Real Estate and Rental and Leasing	2,915	5.59%	$ 3,415,655	1.63%	8.3125%
Total	52,142	100.00%	$ 209,286,928	100.00%	

Fiscal Year 2016

Industry	Number of Filers	Percentage of Total	Tax Liability	Percentage of Total	Tax Rate
Retail Trade	9,926	18.71%	$ 68,891,198	35.01%	8.3125%
Construction	7,033	13.26%	$ 22,175,727	11.27%	8.3125%
Other Services (except Public Admin)	11,136	20.99%	$ 16,939,856	8.61%	8.3125%
Health Care and Social Assistance	6,114	11.52%	$ 25,132,273	12.77%	8.3125%
Accommodation and Food Services	3,420	6.45%	$ 22,297,561	11.33%	8.3125%
Professional, Scientific and Technical Svcs	6,302	11.88%	$ 13,652,053	6.94%	8.3125%
Wholesale Trade	2,587	4.88%	$ 4,371,959	2.22%	8.3125%
Unclassified Establishments	2,056	3.88%	$ 1,805,892	0.92%	8.3125%
Utilities	100	0.19%	$ 6,887,564	3.50%	8.3125%
Information and Cultural Industries	1,477	2.78%	$ 11,442,374	5.81%	8.3125%
Real Estate and Rental and Leasing	2,900	5.47%	$ 3,197,201	1.62%	8.3125%
Total	53,051	100.00%	$ 196,793,660	100.00%	

See independent auditor's report.

ACFR COMPLIANCE SECTION

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FISCAL YEAR ENDED JUNE 30, 2025

CITY OF LAS CRUCES

PATTILLO, BROWN & HILL, L.L.P.
5310 Homestead Road N.E. Suite 100 B
Albuquerque, New Mexico 87110
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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To Joseph M. Maestas, P.E., CFE
New Mexico State Auditor
To the City Council
City of Las Cruces
Las Cruces, New Mexico

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, the aggregate remaining fund information, and the budgetary comparisons of the general fund and major special revenue funds of the City of Las Cruces, New Mexico ("City") as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated November 17, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. However, as described in the accompanying schedule of findings and responses, we identified certain deficiencies in internal control that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying schedule of findings and responses as item 2025-001 to be significant deficiency.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards,* and which are described in the accompanying schedule of findings and responses as item 2025-002.

The City of Las Cruces Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the finding identified in our engagement and described in the accompanying schedule of findings and responses. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, LLP

Pattillo, Brown & Hill, LLP
Albuquerque New Mexico
November 17, 2025

City of Las Cruces

Schedule of Expenditures of State Awards
For The Period Ended June 30, 2025

Grantor/Program Title	State Number
New Mexico Aging & Long Term Services Dept.	
Title lllC1-lllC2-lllB-lllE	2024-25-64014
Title IIIC NM Grown Program Grant	N/A
Munson Senior Center Construction	A22G-5316
Munson Senior - Vehicles	A22G-5317
Sr. Vehicles ALTSD	A23-H2018
Frank O'Brien Community Center Renovations	A22G-5315
23 Benavidez Senior Center Renovation	A23H-2017
23 Munson Senior Center Construction	A23H-2019
Total NM Aging & Long Term Services	
NM Economic Development Department (NMEDD)	
LEDA-Artico Cold Storage	41900-0000010960
ACD Gateway and Lighting	419-A22G2074-2309
Total NM Economic Development Department	
NM State Department of Transportation	
Airport Taxi Lanes & Infrastructure	23-H4098 / C1202829
2021 East Mesa Roads & Drainage	21-F3004 / C1213004
2021 East Madrid Avenue Extension	21-F3003 / C1212003
2021 East Mesa Roads & Drainage	24-I4074 / C1202821
Airport Rural Air Service Enhancement Program	LRU-22-04
2022 Telshor-Spruce Improvements	22-G3140 / C1223140
2022 Airport Improvements	22-G3139 / C1223139
PW - East Mesa Roads	22-G3138/C1223138
Lift Up Streets	23-H3323/C1233323
University Ave Construction	23-H3325/C1233325
Telshor Blvd & Spruce Improvement	23-H3324/C1233324
FY 23-24 Airfield Maintenance & Consumables	LRU-23-01
FY24 MAP LGRF Spruce Telshor	HW2L100582
East Mesa Roads Contruction	24-I4073/CN1233321
24 Reauthorization East Mesa Roads & Drainage	24-I4073/C1233321
2021 Median Improvement	21-F4029 / C1182631
Airport RWY 4-22 Rehab Design-Construction	LRU-24-01
Active Transportation Improvement	C1243281
Airport-Airfield Marking & Striping	LRU-25-02

City of Las Cruces

Schedule of Expenditures of State Awards
For The Period Ended June 30, 2025

Program Period	Program or Award Amount	Life- to- Date Expenditures	FY25 Current Expenditures as of 06/30/25
07/01/2024 - 06/30/2025	480,653	962,805	480,653
07/01/2024 - 05/31/2025	126,000	126,000	126,000
01/17/2024 - 06/30/2026	659,537	659,537	623,773
02/13/2024 - 06/30/2026	110,000	110,000	110,000
06/20/2024 - 06/30/2025	200,000	200,000	200,000
03/20/2024 - 06/30/2026	35,000	24,222	24,222
04/19/2024 - 06/30/2027	126,225	43,760	43,760
04/19/2024 - 06/30/2027	1,619,838	937,895	937,895
	3,357,253	**3,064,219**	**2,546,303**
04/13/2022 - 01/31/2028	600,000	600,000	600,000
03/08/2023 - 06/30/2026	1,080,000	301,353	182,013
	1,680,000	**901,353**	**782,013**
11/20/2020 - 06/30/2025	300,000	295,939	103,244
10/04/2021 - 06/30/2025	414,000	414,000	379,431
10/04/2021 - 06/30/2025	400,000	34,570	27,145
04/19/2024 - 06/30/2026	720,000	649,419	402,834
05/10/2022 - 01/31/2025	4,500,000	4,183,699	1,694,421
09/02/2022 - 06/30/2026	650,000	431,831	172,990
09/26/2022 - 06/30/2026	500,000	248,159	175,942
09/02/2022 - 06/30/2026	100,000	100,000	100,000
11/20/2023 - 06/30/2027	595,000	27,226	-
07/01/2023 - 06/30/2027	520,000	454,375	320,146
11/20/2023 - 06/30/2027	250,000	-	-
09/06/2022 - 09/06/2024	20,000	20,000	-
06/20/2023 - 06/30/2026	400,000	222,333	222,333
04/30/2025 - 06/30/2027	550,000	24,770	24,770
07/01/2024 - 06/30/2024	402,834	493,897	402,834
01/17/2022 - 06/30/2024	418,842	324,698	317,813
12/01/2023 - 12/01/2025	1,100,000	268,012	268,012
07/01/2024-06/30/2028	350,000	-	-
01/24/2025 - 01/24/2027	157,500	-	-

City of Las Cruces

Schedule of Expenditures of State Awards
For The Period Ended June 30, 2025

Grantor/Program Title	State Number
NM State Department of Transportation (Continued)	
Airport-Rwy 8-26 & Rwy 12-30 Blast Pads	LRU-25-01
Que Linda Beautification Program	D20541
MAP FY25 LGRF West Amador	HW2L100595
MAP FY25 LGRF Lohman/Walnut	HW2L100618
Airport Maintenance FY25-26	LRU-25-03
Airport Runway Improvement	23-H3322/C1233322
Total NM State Dept of Transportation	
Children, Youth and Families Department	
FY25 Juvenile Citation Program	25-690-3000-79560
Total Children, Youth and Families Department	
NM Tourism Department	
FY23 Keep Las Cruces Beautiful	24-418-6002-00014-00
FY25 Visit Las Cruces-NMTD Cooperative Advertising Program	25-418-1003001000-49
Total New Mexico Tourism Department	
NM State Library	
FY25 Library State Grants-in-Aid	SGIAPLFY24
2022 Library Go Bond	A22-G5372
Total New Mexico State Library	
New Mexico Crime Victims Reparation Commission	
FY24 Cellular And Broadband Equipment/ Services	24-780-P707-00510
Total New Mexico Crime Victims Reparation Commission	

City of Las Cruces

Schedule of Expenditures of State Awards
For The Period Ended June 30, 2025

Program Period	Program or Award Amount	Life- to- Date Expenditures	FY25 Current Expenditures as of 06/30/25
10/28/2024 - 10/28/2026	336,297	46,539	46,539
12/18/2024-06/30/2025	175,000	158,032	158,032
07/19/2024 - 12/31/2025	193,650	193,650	193,650
07/19/2024 - 12/31/2025	400,000	13,882	13,882
10/28/2024 - 10/28/2026	20,000	1,691	1,691
07/01/2023 - 06/30/2027	560,000	949	949
	14,033,123	**8,607,672**	**5,026,657**
07/01/2024 - 06/30/2027	1,604,025	165,511	165,511
	1,604,025	**165,511**	**165,511**
07/01/2023 - 06/30/2024	35,760	35,760	35,760
07/01/2024 - 06/30/202	106,608	106,626	46,907
	142,368	**142,386**	**82,666**
12/04/2024 - 06/30/2025	20,574	20,574	20,574
04/26/2024 - 06/30/2026	466,897	309,514	245,566
	487,471	**330,088**	**266,140**
04/29/2024 - 06/30/2024	19,711	19,711	-
	19,711	**19,711**	**-**

City of Las Cruces

Schedule of Expenditures of State Awards
For The Period Ended June 30, 2025

Grantor/Program Title	State Number
NM Environment Department	
2021 Septic System Replacement	SAP 21-F2321-STB
2022 Septic System Replacement	SAP 22-G2333-STB
2023 Septic System Replacement	SAP 23-H4099-GFR
2024 Septic System Replacement	SAP 24-I4078-STBR
SCSWA Recycling Center Capital Outlay	SAP 22-G2327-STB
SCSWA Holman Station/Recycling Center	CWSRF 109
SCSWA Holman Road Transfer Station Construction	SAP 22-G2328-STB
SCSWA Volkswagen Mitigation Trust Truck Replacement	NM-VW-22-06
SCSWA Holman Road Transfer Station Construction	SAP 23-H2413-GF
SCSWA Recycling Center Improvements	SAP 23-H2414-GF
SCSWA Transfer Station Construction	SAP 24-I2376-GF
Total New Mexico Environment Department	
NM Department of Health	
Emergency Medical Services	N/A
Total NM Department of Health	
NM Department of Home Land Security and Emergency Management	
FY23/24 NM Fire Protection Grant	N/A
FY23 New Mexico Fire Protection Grant- Equipment	20221121
New Mexico Fire Protection Grant	N/A
Total NM Department of Home Land Security and Emergency Management	
New Mexico Early Childhood Education and Care Department	
LC Summer Food Service Program	3027
Total New Mexico Early Childhood Education and Care Department	
New Mexico Department of Public Safety	
Police Department Honor Guard Uniforms	ZH5174
Fire Department Honor Guard Uniforms	ZH5174
Zj5228- Lt Fred Beers III Honor Guard Distribution Program	Zj5228
Total New Mexico Department of Public Safety	

City of Las Cruces

Schedule of Expenditures of State Awards
For The Period Ended June 30, 2025

Program Period	Program or Award Amount	Life- to- Date Expenditures	FY25 Current Expenditures as of 06/30/25
02/21/2022 - 06/30/2025	527,000	527,000	527,000
10/17/2022 - 06/30/2026	200,000	200,000	200,000
11/13/2023 - 06/30/2025	662,046	662,046	662,046
08/15/2024 - 06/30/2026	287,680	182,927	176,242
10/20/2022 - 06/30/2026	750,000	30,088	30,088
06/16/2022 - 06/16/2026	250,000	48,147	48,147
10/20/2022 - 06/30/2026	275,000	25,698	25,698
10/04/2022 - 02/13/2025	678,348	678,348	678,348
11/3/2023 - 06/30/2027	123,750	49,239	49,239
11/03/2023 - 06/30/2027	75,000	9,663	9,663
09/30/2024 - 06/30/2028	222,750	3,672	3,672
	4,051,574	**2,416,830**	**2,410,145**
07/01/2024 - 06/30/2025	**100,000**	**100,000**	**100,000**
	100,000	**100,000**	**100,000**
07/01/2022 - 06/30/2024	1,282,590	4,221,268	1,219,598
12/01/2023 - Complete	300,000	300,000	-
12/01/2023 - 06/30/2024	400,000	314,556	118,132
	1,982,590	**4,835,824**	**1,337,730**
06/03/2024 - 08/31/2024	58,200	68,998	17,420
	58,200	**68,998**	**17,420**
07/01/2023 - 06/30/2024	8,427	8,281	-
07/01/2023 - 06/30/2024	5,382	4,538	-
09/12/2025 - 04/30/2026	9,566	-	-
	23,376	**12,819**	**-**

City of Las Cruces

Schedule of Expenditures of State Awards
For The Period Ended June 30, 2025

Grantor/Program Title	State Number
New Mexico Department of Finance and Administration	
Law Enforcement Protection Fund	LEPF
Tortugas Trail Development	24-I4070
High Noon Soccer Field Improvements	24-I4081
Transit Facility Construction	20-E2556
2020 FIRE Equipment	20-E2555
2020 Arts and Cultural District Improvements	20-E2551
2020 MVCOH St. Luke's	20-E2554
Skate Park Renovation - REAUTH 12020	24-I4079
2021 Airport Terminal Improvements	21-F2712
2021 P-25 Improvements	21-F2739
2021 MVCOH Food Rescue Warehouse	21-F2738
2021 Branigan Cultural Center Improvements	21-F2737
2022 Amador Hotel Improvements	22-G4050
District Attorney OT Warrant Cases	MOU
2022 Fire Equipment	22-G2842
2022 JCP Building Improvements	22-G2839
2022 Veteran's Park - Parking Lot	22-G2844
2022 Fire Station 1 Renovations	22-G2837
2022 Police Station Renovations	22-G2841
2022 Skate Park New	22-G2843
2023 Housing Initiatives - Perm Support Housing	23-H5043-3
fy23 Villa Mora Dam Project	23-H4101
Arts and Cultural District Improvements	23-H4095
Mesilla Valley Community of Hope Building Improvement	23-H4097
Law Enforcement Recruitment Allocation	22-ZG1016-14
Law Enforcement Recruitment Allocation	22-ZH5048-40
Law Enforcement Retention Fund	LERF
LEDA-828 Productions	22-G4053
MVCOH Facility Renovations	22-2838
Branigan Cultural Center Improvements	23-H2977
Economic & Workforce Development Facility	23-H2978
El Caldito Soup Kitchen	23-H2979
Fire Station 2 Improvements	23-H2980
Fire Station 5 Improvements	23-H2981
Fire Station 6 Improvements	23-H2982
MVCOH Roof Replacement	23-H2983
Klein Park	23-H2984

City of Las Cruces

Schedule of Expenditures of State Awards
For The Period Ended June 30, 2025

Program Period	Program or Award Amount	Life- to- Date Expenditures	FY25 Current Expenditures as of 06/30/25
07/01/2024 - 06/30/2025	401,000	400,995	400,995
08/13/2020 - 06/30/2026	75,000	9,456	60
08/19/2020 - 06/30/2024	856,000	841,284	609,101
08/19/2020 - 06/30/2024	113,850	113,849	-
02/15/2024 - 06/30/2024	237,600	237,600	-
01/14/2021 - 06/30/2024	946,440	142,979	7,590
02/01/2021 - 06/30/2024	425,700	425,700	-
02/08/2021 - 06/30/2024	100,000	100,000	85,530
09/30/2021 - 06/30/2025	400,000	377,328	146,102
08/27/2021 - 06/30/2025	464,000	-	-
09/30/2021 - 06/30/2025	1,820,610	1,820,610	-
10/13/2021 - 06/30/2025	100,000	100,000	69,074
08/05/2022 - 06/30/2024	200,000	182,814	56,008
02/14/2024 - 06/30/2025	500,000	200,079	200,079
10/03/2022 - 06/30/2024	330,000	330,000	-
08/25/2022 - 06/30/2026	220,000	217,800	-
08/25/2022 - 06/30/2026	250,000	250,000	21,851
08/25/2022 - 06/30/2026	200,000	181,200	63,889
08/25/2022 - 06/30/2026	50,000	50,000	4,298
10/03/2022 - 06/30/2026	450,000	428,744	424,054
07/01/2023 - 06/30/2024	2,500,000	2,344,047	-
07/01/2023-06/30/2025	250,000	248,975	248,975
12/31/2019 - 06/30/2025	796,714	827,529	790,983
10/11/2023 - 06/30/2025	10,317	10,317	9,797
09/22/2022 - 06/30/2025	8,750,000	8,745,842	1,245,842
09/22/2022 - 06/30/2026	2,625,000	2,021,389	735,391
01/10/2023 - 06/30/2025	376,668	353,913	121,591
03/30/2023 - 01/31/2033	3,897,596	1,897,586	-
10/15/2020 - 06/30/2026	760,000	721,085	133,517
10/11/2023 - 06/30/2027	165,000	163,350	163,350
12/18/2023 - 06/30/2027	850,000	49,158	49,158
12/18/2023 - 06/30/2027	1,025,000	-	-
12/18/2023 - 06/30/2027	100,000	-	-
12/18/2023 - 06/30/2027	100,000	100,000	100,000
12/18/2023 - 06/30/2027	100,000	100,000	100,000
12/18/2023 - 06/30/2027	250,000	242,255	242,255
12/04/2023 - 06/30/2027	210,000	210,000	208,098

City of Las Cruces

Schedule of Expenditures of State Awards
For The Period Ended June 30, 2025

Grantor/Program Title	State Number
New Mexico Department of Finance and Administration (Continued)	
Airport Improvements	23-H2985
MVCOH Facility Renovations	23-H2986
Mesquite Historic District	23-H2987
Museum of Nature & Science Improvements	23-H2988
Pioneer Women's Park Renovations	23-H2989
Las Cruces Parks Improvements	23-H2990
SCSWA Corralitos Equipment 2023 - Dozer	12-H2991
SCSWA Electric Vehicle & Charging Station	23-H2992
Las Cruces Trails Improvement	23-H2993
Veterans Memorial Park Improvements	23-H2994
La Casa Improvements	24-ZI5052-7
Airport Infrastructure Improvements	24-I4075
Pioneer Park Improvements - REAUTH 12007	24-I4070
Median Improvement - REAUTH 12095	23-H4100/C1182631
DAC Move Trail Reauth	24-I4069
Skate Park Reauth 11969	24-I4080
GRO Special Appropriations Project - La Pinon Sexual Assault	24-ID128
GRO Special Appropriations Project - La Casa, Inc.	24-ID127
GRO Special Appropriations Project - MVCH	24-ID132
GRO Special Appropriations Project - Community Action Agency of Southern NM	24-ID133
LEDA SENATE BILL 192	LEDA SB192
Firefighter Recruitment Fund	24-ZI5036-27
Domestic Violence Shelter Renovations	24-I2931
Las Cruces East Mesa Recreation Complex Construction	24-I2932
Fire Station 9 Construction	24-I2933
FD Intergrated Health Care Bldg	24-I2934
MV Resource Campus Expansion	24-I2935
PD Real Time Crime Center	24-I2936
Community Soup Kitchen MVCOH	24-I2937
DAC Move Trail Reauth	41900-0000012607, 24-I4069
Las Cruces East Mesa Recreation Complex Construction	24-I2932
Valley View Park & Trail	24-I2938
Children's Museum	23-H4096
BORDER SERVANT CORPS	25-J5046-1
Total Department of Finance and Administration	
Total State Assistance	

City of Las Cruces

Schedule of Expenditures of State Awards
For The Period Ended June 30, 2025

Program Period	Program or Award Amount	Life- to- Date Expenditures	FY25 Current Expenditures as of 06/30/25
10/11/2023 - 06/30/2027	1,039,500	98,521	96,619
12/18/2023 - 06/30/2027	1,150,000	863,688	817,149
12/18/2023 - 06/30/2027	1,025,000	128,305	35,646
12/18/2023 - 06/30/2027	50,000	50,000	44,813
12/18/2023 - 06/30/2027	660,000	338,783	271,335
12/04/2023 - 06/30/2027	300,000	23,738	23,738
10/11/2023 - 06/30/2025	300,000	300,000	-
10/11/2023 - 06/30/2025	50,000	50,000	-
12/04/2023 - 06/30/2027	100,000	5,000	5,000
12/18/2023 - 06/30/2027	250,000	12,500	12,500
03/06/2025 - 06/30/2026	301,000	228,552	228,552
11/13/2024 - 06/30/2026	262,902	33,174	33,174
02/15/2021-06/30/2026	175,668	4,733	4,733
01/17/2022-06/30/2025	418,842	317,813	317,813
04/23/2024 - 04/22/2026	290,000	31,844	-
08/13/2020 - 06/30/2026	562,990	491,580	-
07/01/2024 - 06/30/2026	200,000	41,867	41,867
07/01/2024 - 06/30/2026	200,000	192,565	192,565
07/01/2024 - 06/30/2026	200,000	200,000	200,000
07/01/2024 - 06/30/2026	200,000	104,368	104,368
07/01/2023 - 06/30/2024	150,000	139,697	-
07/01/2024 - 06/30/2025	150,000	150,000	150,000
09/16/2024 - 06/30/2028	580,000	-	-
07/01/2024 - 06/30/2028	300,000	-	-
07/01/2024 - 06/30/2028	100,000	-	-
07/01/2024 - 06/30/2028	2,524,500	-	-
07/01/2024 - 06/30/2028	5,915,250	1,485,197	1,485,197
07/01/2024 - 06/30/2028	650,000	349,818	349,818
07/01/2024 - 06/30/2028	1,150,000	-	-
04/23/2024 - 04/22/2026	500,000	221,977	221,977
07/01/2024 - 06/30/2028	300,000	-	-
07/01/2024-06/30/2028	100,000	-	-
07/01/2023 - 06/30/2025	690,746	690,746	690,746
07/01/2025 - 06/30/2026	1,000,000	-	-
	52,752,894	**31,000,351**	**11,565,200**
	$ 80,292,585	**$ 51,665,762**	**$ 24,299,786**

City of Las Cruces

Notes to Schedule of Expenditures of State Awards
June 30, 2025

NOTE 1: GENERAL

The accompanying Schedule of Expenditures of State presents the activity of all state award programs of the City of Las Cruces, New Mexico (the City). The City's reporting entity is defined in Note 1 to the City's financial statements.

City of Las Cruces

Schedule of Findings and Responses
June 30, 2025

Section I – Summary of Auditor's Results

Financial Statements

Type of Auditor's report issued:	Unmodified
Internal control over financial reporting: Material Weakness reported?	No
Significant deficiencies reported not considered to be material weaknesses?	Yes
Noncompliance material to financial statements noted?	No

City of Las Cruces

Schedule of Findings and Responses
June 30, 2025

Section II – Financial Statement Findings

2025-001– INTERNAL CONTROLS OVER CASH RECEIPTING (Significant Deficiency and Other Non-Compliance)

Condition: During our audit of the City of Las Cruces and its component unit, South Central Solid Waste Authority (SCSWA), it was noted that multiple transactions were identified totaling approximately $69,136.79 were voided by an employee over a 12-month period without adequate oversight or detection.

Criteria: Per NMSA 1978 Section 6-6-3 and City of Las Cruces cash handling policies, public entities must maintain effective internal controls to safeguard assets, ensure accurate financial reporting, and prevent fraud or misuse of funds.

Cause: Management did not implement sufficient monitoring controls over voided transactions and lacked segregation of duties in the cash receipt process.

Effect: The absence of adequate controls increased the risk of misappropriation of funds and resulted in confirmed losses totaling $69,136.79.

Recommendation: We recommend SCSWA and the City of Las Cruces:

- Implement system controls requiring supervisory approval for all voided transactions.
- Conduct periodic reconciliations and exception reporting to detect unusual patterns.
- Provide fraud awareness training to staff involved in cash handling.

***View of Responsible Officials and Planned Corrective Actions**:*

As of October 2025, South Central Solid Waste Authority (SCSWA) will work with the City of Las Cruces Financial Services Department to ensure full compliance with all financial policies and procedures, including the Cash Handling Policy. System controls will be implemented to require supervisory approval for all voided transactions. Periodic reconciliations and exception reporting will be conducted, and fraud awareness training will be provided to all relevant staff.

Responsible Party: South Central Solid Waste Authority Director and Assistant Director of Finance.

Timeline for Corrective Action: October 2025

City of Las Cruces

Schedule of Findings and Responses
June 30, 2025

Section III – New Mexico State Audit Rule Section 12-6-5 NMSA 1978 Findings

2025-002– INTERNAL CONTROLS OVER WEX Fuel Cards (Other Non-Compliance)

Condition: Our audit of the City of Las Cruces fuel card transactions for the fiscal year, based on sample testing, disclosed that 11 of 25 transactions for police department vehicles, totaling $494.83, were for premium-grade gasoline.

Criteria: Per 2.2.2 NMAC Audit Rule and the entity's internal fleet management policy, government agencies must ensure that expenditures are necessary and reasonable for official purposes. The purchase of premium fuel without documented justification does not align with prudent fiscal management standards and may indicate weaknesses in internal controls over fuel purchases.

Cause: The City's WEX manual does not establish a policy specifying the type of fuel authorized for purchase. Additionally, the department lacks adequate monitoring controls and does not enforce policy requiring justification for premium fuel purchases. There is no automated or manual review process to flag exceptions.

Effect: Unnecessary use of premium fuel resulted in increased fuel costs. Based on sample testing, the cost variance between premium and regular fuel averaged $0.52 per gallon. This represents inefficient use of public funds.

Recommendation: We recommend the City of Las Cruces:

- Establish clear policies specifying the type of fuel authorized for purchase to ensure cost efficiency and compliance with operational standards.
- Implement an automated or manual review process to flag exceptions for vehicles requiring premium fuel.
- Communicate the policy to all employees with fuel card access and provide periodic training to reinforce compliance.

***View of Responsible Officials and Planned Corrective Actions**:*

As of November 2025, the WEX manual has been updated to prohibit premium fuel purchases without prior approval from Fleet Services. A memo is being issued to the Police Department identifying approved vehicles (Dodge Chargers and Motorcycles) that require premium fuel.

Fleet Services will begin weekly reviews of WEX transactions to monitor compliance. The updated policy will be communicated to all fuel card users to ensure understanding and adherence.

Responsible Party: Director of Fleet Services

Timeline for Corrective Action: November 2025

Section IV – Component Unit Financial Statement Findings

None noted

City of Las Cruces

Schedule of Findings and Responses
June 30, 2025

Section V – Prior Year Findings

Prior Year Audit Findings	Current Status
Financial Statement Findings	
None noted in prior audit	
Federal Award Findings	
None noted in prior audit	

City of Las Cruces

Exit Conference
June 30, 2025

EXIT CONFERENCE

An exit conference was conducted on November 17, 2025, with the following individuals:

City of Las Cruces

David Sedillo	Interim Assistant City Manager
Johana Bencomo	Mayor Pro Tem
Becki Graham	City Councilor
Becky Coran	City Councilor
Cassie McClure	City Councilor
Yvonne Flores	City Councilor
Justin Whitefield	Battalion Chief
Jeremy Story	Police Chief
Joy Ann Lucero	Management Analyst II
Lesley Doyle	Finance Director
Laura Holguin	Assistant Finance Director
Josie Trevino	Comptroller
Adolfo Cardenas	Accounting Supervisor
Joshua Saffell	Accounting Supervisor
Maria Sanchez	Accounting Supervisor
Frances Harris	Accountant II
Liam Beasley	Accountant II

Pattillo, Brown & Hill, LLP

Chris Garner, CPA	Partner

The City's accounting department and independent public accountants jointly prepared the accompanying financial statements. The City is responsible for the financial statement content.

CITY OF LAS CRUCES

(575) 541-2200
LasCruces.gov

26-096

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:**	January 20, 2026
Drafter:	Vanessa Perez	**Department:**	Financial Services

Title: **A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FISCAL YEAR (FY) 2025-26 BUDGET.**

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

PURPOSE(S) OF ACTION:
To amend the FY2026 budget through various adjustments.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
City of Las Cruces (City) staff members have prepared a budget adjustment for the fiscal year starting July 1, 2025 through June 30, 2026. The budget adjustment includes funding for supplies, services, equipment, and projects to meet the demands of a growing community and to align budgets for effective and efficient City of Las Cruces operations.

The FY2025 Annual Comprehensive Financial Report (ACFR) was adopted on January 20, 2026, by Resolution with audited information. Exhibit "A", All Funds Summary, documents the audited beginning balances for FY2026. Exhibit "B" is the fund summary for various funds and departments.

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

SUPPORT INFORMATION:
Exhibit "A" - All Funds Summary
Exhibit "B" - Fund Summaries
Attachment "A" - Budget Adjustment Summary

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☒ Yes
☐ No

BUDGET / FISCAL IMPACT:

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

Funding Source(s):
Various

Overall Budget Impact:
Please refer to Exhibit "A" - All Funds Summary

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote “Yes”; this will approve the Resolution and accept the budget adjustments as presented and will adjust the City’s FY2025-26 budget.
2. Vote “No”; this will not approve the Resolution, will not accept the budget adjustments as presented, and will not adjust the City’s FY2025-26 budget.
3. Vote to “Amend”; this will delay the process of spending the funds within the predetermined funding schedule and require direction to staff.
4. Vote to “Table”; this will impact the City’s ability to utilize funds and may impact programs and services.

REFERENCE INFORMATION:

Attachment "A" - Budget Adjustment Summary

RESOLUTION 26-096

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FISCAL YEAR (FY) 2025-26 BUDGET.

The City Council is informed that:

WHEREAS, City staff members have prepared a budget adjustment for the fiscal year starting July 1, 2025 through June 30, 2026; and

WHEREAS, the budget adjustment includes audited beginning balances as approved by the FY2025 Annual Comprehensive Financial Report and various budget adjustments for supplies, services, equipment, and projects to meet the demands of a growing community and to align budgets for effective and efficient City of Las Cruces operations; and

WHEREAS, this adjustment will not deplete the General Fund 2/12ths reserve requirement.

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

(I)

THAT the All Funds Summary with audited beginning balance adjustments as indicated in Exhibit "A", attached hereto and made part of this Resolution, are hereby approved.

(II)

THAT the budget adjustments as indicated in Exhibit "B", attached hereto and made a part of this Resolution, are hereby approved.

(III)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

Exhibit "A"

ALL FUNDS SUMMARY

FISCAL YEAR 2026 MIDYEAR ADJUSTMENT

January 20, 2026

FUND #	Fund Name	Adopted Beginning Balance	Beginning Balance Adjustments	New Beginning Balance	Revenues	Expenditures	Net Transfers	Ending Balance	Reserve	Available Balance	Mid-Year Adjustments	Adjusted Available Budget
GENERAL FUNDS												
1000	GENERAL FUND	$76,170,624	($10,977,960)	$65,192,664	$167,207,252	($177,180,923)	($34,672,085)	$20,546,908	($29,530,154)	($8,983,246)	$14,063,211	$5,079,965
1030	ECONOMIC DEVELOPMENT	$1,449,312	$208,253	$1,657,565	$0	($618,449)	$0	$1,039,116		$1,039,116	$0	$1,039,116
1200	VEHICLE ACQUISITION	$690,431	$419,414	$1,109,845	$0	($1,656,987)	$1,261,000	$713,858		$713,858	$0	$713,858
1400	FACILITIES MAINTENANCE	$938,889	($164,936)	$773,953	$0	($910,878)	$0	($136,925)		($136,925)	$136,925	$0
1500	HHR CONTINGENCY	$0	$230,847	$230,847	$0	$0	$0	$230,847		$230,847	$0	$230,847
GENERAL FUNDS Total		**$79,249,257**	**($10,515,230)**	**$68,734,027**	**$167,207,252**	**($180,367,236)**	**($33,411,085)**	**$22,162,957**	($29,530,154)	**($7,367,197)**	**$14,200,136**	**$6,832,939**
SPECIAL REVENUE FUNDS												
2000	HUD COMMUNITY DEVELOPMENT	$62,519	($9,603)	$52,916	$6,925,605	($5,521,019)	$0	$1,457,501		$1,457,501	$0	$1,457,501
2013	AFFORDABLE HOUSING TRUST	$6,863,243	$632,642	$7,495,885	$0	($5,765,241)	$0	$1,730,644		$1,730,644	$0	$1,730,644
2100	SPECIAL REVENUE REIMB GRANTS	$249,231	$28,057	$277,288	$24,111,469	($24,184,468)	$0	$204,287		$204,287	$0	$204,287
2130	RECREATION PROJECTS	$134,456	$1,429	$135,886	$8,998	($64,325)	$0	$80,558		$80,558	$0	$80,558
2300	FIRE FUND	$274,551	$41,724	$316,275	$2,622,749	($2,622,749)	$0	$316,275		$316,275	$0	$316,275
2303	EMERGENCY MEDICAL SERVICES	$164	($0)	$164	$100,000	($100,000)	$0	$164		$164	$0	$164
2401	POLICE PROTECTION FUND	$0	$0	$0	$395,000	($395,000)	$0	$0		$0	$0	$0
2421	DWI PREVENTION	$14,321	$533	$14,854	$0	$0	$0	$14,854		$14,854	$0	$14,854
2423	TRAFFIC SAFETY EDUCATION	$15,041	$349	$15,390	$6,500	($11,000)	$0	$10,890		$10,890	$0	$10,890
2440	PRISONER CARE	$646,428	($133,030)	$513,398	$0	($500,000)	$0	$13,398		$13,398	$0	$13,398
2450	PUBLIC SAFETY IMPACT FEE	$939,526	($193,680)	$745,846	$900,000	$0	($459,449)	$1,186,397		$1,186,397	$0	$1,186,397
2472	VEHICLE FORFEITURE	$104,173	$733	$104,905	$0	($66,000)	$0	$38,905		$38,905	$0	$38,905
2490	JUDICIAL EDUCATION	$4,769	$133	$4,902	$0	$0	$0	$4,902		$4,902	$0	$4,902
2491	COURT AUTOMATION	$383,910	$31,083	$414,992	$11,500	($71,200)	$0	$355,292		$355,292	$0	$355,292
2650	FLOOD CONTROL OPERATIONS	$2,528,155	$781,581	$3,309,736	$5,800,000	($4,098,988)	($3,224,498)	$1,786,250		$1,786,250	$0	$1,786,250
2700	HEALTH CARE SERVICES MMC LEASE	$555,937	$58,627	$614,563	$0	($710,956)	$600,000	$503,607		$503,607	$0	$503,607
2705	TELSHOR FACILITY	$61,470,004	($17,544,860)	$43,925,143	$85,000	($20,896,217)	($1,596,747)	$21,517,179		$21,517,179	$0	$21,517,179
2710	CONVENTION & VISITORS BUREAU	$4,116,448	($129,134)	$3,987,313	$3,007,000	($3,223,888)	$0	$3,770,426		$3,770,426	$0	$3,770,426
2715	DOWNTOWN REVITALIZATION	$54,880	$1,028	$55,908	$0	$0	$0	$55,908		$55,908	$0	$55,908
2725	NATIONAL OPIOID SETTLEMENT	$3,643,064	$281,744	$3,924,808	$0	($2,945,053)	$0	$979,755		$979,755	$0	$979,755
2751	SONOMA RANCH SPECIAL PROJECT	$4,033,041	$186,523	$4,219,565	$0	$0	$0	$4,219,565		$4,219,565	$0	$4,219,565
2770	VALLEY VIEW HESKE GARDEN	$172,866	($1,737)	$171,129	$0	($5,000)	$0	$166,129		$166,129	$0	$166,129
2780	GRIGGS WALNUT PLUME REMED	$5,443,850	$876,831	$6,320,681	$200,000	($1,807,293)	$400,000	$5,113,387		$5,113,387	$0	$5,113,387
2805	ENVIRONMENTAL PROTECTION FUND	$363,752	$128,063	$491,815	$190,000	($190,000)	$0	$491,815		$491,815	$0	$491,815
2810	GAS TAX	$2,009,291	($806,446)	$1,202,845	$1,866,000	($3,404,697)	$0	($335,851)		($335,851)	$335,852	($0)
2815	TIDD DEDICATED REVENUES	$4,949,747	($551,585)	$4,398,162	$6,155,000	($2,586,551)	($8,515,501)	($548,890)		($548,890)	$548,890	$0
2825	LAS CRUCES CONVENTION CTR FEES	$486,984	$51,817	$538,801	$1,400,000	($617,470)	($1,107,590)	$213,742		$213,742	$0	$213,742
SPECIAL REVENUE FUNDS Total		**$99,520,349**	**($16,267,178)**	**$83,253,171**	**$53,764,821**	**($79,767,117)**	**($13,903,785)**	**$43,347,090**	$0	**$43,347,090**	**$884,742**	**$44,231,831**
DEBT FUNDS												
3028	2023 SSGRT DS	$191,185	$0	$191,185	$0	($2,261,750)	$2,173,771	$103,206		$103,206	$0	$103,206
3225	2016 FLOOD CONTROL	$332,905	$7,709	$340,614	$0	($297,000)	$296,534	$340,148		$340,148	$0	$340,148
3226	2017 SSGRT FAC & STREETS DS	$50,567	$8,965	$59,532	$0	($735,300)	$884,557	$208,790		$208,790	$0	$208,790
3275	2025 MGRT	$0	$129,068	$129,068	$0	($1,546,001)	$1,546,001	$129,068		$129,068	$0	$129,068
3280	2010 SSGRT CONVENTION CTR DS	$181,768	($181,768)	($0)	$0	($1,107,256)	$1,107,590	$334		$334	$0	$334
3286	2014 SSGRT E. MESA FACILITY DS	$144,492	$7,416	$151,908	$15,045	($664,350)	$608,988	$111,591		$111,591	$0	$111,591
3288	2014 MGRT STREETS DS	$117,047	$4,573	$121,620	$8,749	($544,219)	$542,969	$129,119		$129,119	$0	$129,119
3290	2014 MGRT FLOOD PROJECTS	$9,263	$196	$9,459	$0	$0	$0	$9,459		$9,459	$0	$9,459
3292	2015 GRT BOND REFUNDING	$174,597	$8,135	$182,732	$0	($1,205,188)	$1,204,738	$182,282		$182,282	$0	$182,282
3293	2015A HOLD HARMLESS DS	$325,701	$12,807	$338,508	$0	($1,603,775)	$1,603,350	$338,083		$338,083	$0	$338,083
3294	2015B HOLD HARMLESS DS	$46,849	$8,366	$55,214	$5,000	($293,942)	$294,200	$60,472		$60,472	$0	$60,472
3295	2016 VAD BONDS	$227,280	$2,767,169	$2,994,450	$1,654,946	($1,546,597)	$0	$3,102,799		$3,102,799	$0	$3,102,799
3510	2019 GO BOND DS	$10,645,767	($838,302)	$9,807,465	$0	($5,754,325)	$0	$4,053,140		$4,053,140	$0	$4,053,140
3616	2022 NMFA FIRE DS	$68,224	$4,861	$73,086	$0	($531,115)	$531,240	$73,211		$73,211	$0	$73,211
3617	NMFA LOANS DSF	$378,724	($378,724)	$0	$0	$0	$0	$0		$0	$0	$0
3618	2008 NMFA GRIGGS WLNT PLUME DS	$616,516	$30,144	$646,660	$10,000	($92,644)	$92,645	$656,661		$656,661	$0	$656,661
3619	2018 HHGRT DS	$610,180	$17,137	$627,317	$0	($1,249,777)	$1,249,848	$627,388		$627,388	$0	$627,388
3620	2020A NMFA FACILITY SSGRT	$109,493	($6,259)	$103,233	$0	($991,000)	$988,334	$100,567		$100,567	$0	$100,567
3621	2020B NMFA FACILITIES ESP	$63,459	$2,606	$66,066	$0	($461,500)	$462,375	$66,941		$66,941	$0	$66,941
3622	2023 NMFA FIRE DS	$123,029	$978	$124,007	$0	($1,458,363)	$1,458,671	$124,315		$124,315	$0	$124,315
3624	2018 GAS DSF	$54,390	$4,458	$58,848	$0	$0	$0	$58,848		$58,848	$0	$58,848
3630	2014 NMFA SCSWA REFUNDING DS	$283,499	$188,599	$472,098	$0	($181,565)	$0	$290,533		$290,533	$0	$290,533
3632	2017 NMFA STREETS DS	$218,047	$5,329	$223,376	$0	($294,853)	$294,773	$223,296		$223,296	$0	$223,296
3633	18 NMFA FIRE	$143,604	($140,352)	$3,252	$0	$0	$0	$3,252		$3,252	$0	$3,252
3634	2020 NMFA STREETS	$59,411	$121,440	$180,851	$0	($250,436)	$250,172	$180,587		$180,587	$0	$180,587
3635	2020 NMFA FLOOD	$27,884	$244,294	$272,178	$0	($190,370)	$190,166	$271,974		$271,974	$0	$271,974
3636	23 NMFA STREETS DBT	$108,631	($27,337)	$81,295	$0	($949,081)	$896,615	$28,829		$28,829	$0	$28,829
3637	23 NMFA FLOOD DEBT	$72,526	$572	$73,098	$0	($856,856)	$795,759	$12,001		$12,001	$0	$12,001
3810	HUD SECTION 108 LOAN-MONAS	$12,243	$1	$12,244	$0	($155,614)	$155,614	$12,244		$12,244	$0	$12,244
DEBT FUNDS Total		**$15,397,284**	**$2,002,081**	**$17,399,365**	**$1,693,740**	**($25,222,877)**	**$17,628,910**	**$11,499,138**	$0	**$11,499,138**	**$0**	**$11,499,138**

Exhibit "A"

ALL FUNDS SUMMARY

FISCAL YEAR 2026 MIDYEAR ADJUSTMENT

January 20, 2026

FUND #	Fund Name	Adopted Beginning Balance	Beginning Balance Adjustments	New Beginning Balance	Revenues	Expenditures	Net Transfers	Ending Balance	Reserve	Available Balance	Mid-Year Adjustments	Adjusted Available Budget
CAPITAL FUNDS												
4005	COMMUNITY INVESTMENT PROJECTS	$1,733,857	($272,342)	$1,461,515	$0	($1,394,010)	$0	$67,505		$67,505	$0	$67,505
4028	2023 SSGRT	$12,971,032	($2,056,906)	$10,914,126	$0	($10,834,177)	$0	$79,949		$79,949	$0	$79,949
4030	2016 FLOOD PROJECT	$2,861	($2,861)	$0	$0	$0	$0	$0		$0	$0	$0
4031	2017 FACILITIES PROJECT	$41,968	$109,976	$151,944	$0	$0	($151,944)	$0		$0	$0	$0
4032	2018 HHGRT PUBLIC WORKS	$10,700	($10,700)	$0	$0	$0	$0	$0		$0	$0	$0
4100	CAPITAL PROJECTS REIMB GRANTS	($0)	($0)	($0)	$48,299,290	($48,299,290)	$0	($0)		($0)	$0	($0)
4106	PUBLIC PARK DEVELOPMENT	$5,430,771	($936,123)	$4,494,647	$1,440,622	($6,505,263)	$0	($569,994)		($569,994)	$569,995	$1
4110	PUBLIC PARK PROJECTS	$40,542	$2,040	$42,582	$0	$0	$0	$42,582		$42,582	$0	$42,582
4201	CAPITAL CONTRIBUTIONS	$930,979	$53,250	$984,229	$0	($335,822)	$0	$648,407		$648,407	$0	$648,407
4202	GRT STREET MAINTENANCE	$10,422,534	($1,779,525)	$8,643,009	$0	($12,349,637)	$4,500,000	$793,372		$793,372	($792,798)	$574
4205	SPECIAL STREET PROJECTS	$959,858	$48,300	$1,008,158	$0	$0	$0	$1,008,158		$1,008,158	($1,008,158)	($0)
4227	VAD STREET PROJECTS	$565,960	($537,654)	$28,306	$0	$0	$0	$28,306		$28,306	$0	$28,306
4230	GO BOND PROJECT 2019	$200	($200)	$0	$0	$0	$0	$0		$0	$0	$0
4231	2022 GO BOND	$12,410,111	($1,796,322)	$10,613,789	$0	($10,393,284)	$0	$220,505		$220,505	$0	$220,505
4270	TIDD PROJECTS	$19,120,826	$684,510	$19,805,336	$0	($17,028,193)	$8,515,501	$11,292,644		$11,292,644	$0	$11,292,644
4271	TIDD STR BOND PROJECT	$506,049	$50,173	$556,222	$0	($50,173)	$0	$506,049		$506,049	$0	$506,049
4400	FLOOD CONTROL	$5,862,483	($67,598)	$5,794,885	$0	($6,836,933)	$2,737,798	$1,695,749		$1,695,749	$0	$1,695,749
4505	2015B HHS	$13,579	($9,251)	$4,328	$0	$0	$0	$4,328		$4,328	$0	$4,328
4613	NMFA EQUIPMENT	$286,364	$27,636	$314,000	$0	($224,544)	$0	$89,456		$89,456	$0	$89,456
4620	2020A NMFA FACILITY PROJECTS	$1,552,512	($1,378,262)	$174,250	$0	$0	$0	$174,250		$174,250	$0	$174,250
4622	23 NMFA EQUIPMENT	$4,579,394	($1,753,759)	$2,825,635	$0	($2,453,826)	$0	$371,809		$371,809	$0	$371,809
4624	2018 GAS TAX LOAN	$195	($195)	$0	$0	$0	$0	$0		$0	$0	$0
4634	2020 NMFA MGRT	$193,955	($193,955)	$0	$0	$0	$0	$0		$0	$0	$0
4636	23 NMFA MGRT	$7,380,419	($992,054)	$6,388,365	$0	($6,110,023)	$0	$278,342		$278,342	$0	$278,342
4700	COMMUNITY IMPROVEMENT FUND	$0	$0	$0	$10,187,044	$0	$0	$10,187,044		$10,187,044	$0	$10,187,044
CAPITAL FUNDS Total		**$85,017,151**	**($10,811,824)**	**$74,205,327**	**$59,926,955**	**($122,815,175)**	**$15,601,355**	**$26,918,461**	$0	**$26,918,461**	**($1,230,961)**	**$25,687,500**
ENTERPRISE FUNDS												
5010	AIRPORT	$567,046	($485,753)	$81,293	$7,334,344	($8,605,951)	$713,000	($477,314)		($477,314)	$477,314	$0
5100	UTILITIES SHARED SERVICES	$1,682,394	($1,682,394)	($0)	$18,514,135	($19,695,140)	($501,390)	($1,682,395)		($1,682,395)	$1,729,137	$46,742
5160	SHARED SVCS EQUIP REPL RESERVE	$82,176	($82,176)	($0)	$10,000	($593,566)	$501,390	($82,176)		($82,176)	($85,000	$2,824
5200	GAS OPERATIONS	$5,038,423	$3,232,146	$8,270,569	$28,290,617	($29,341,916)	($3,987,123)	$3,232,147		$3,232,147	($754,199)	$2,477,948
5205	GAS CONTINGENCY FUND	$128,818	$52,613	$181,431	$5,000	($50,000)	$295,000	$431,431		$431,431	($138)	$431,293
5250	GAS CAPITAL IMPROVEMENTS	$1,815,805	$352,751	$2,168,556	$10,045,000	($14,741,692)	$2,880,887	$352,752		$352,752	($300,000)	$52,751
5260	GAS EQUIPMENT REPLACE RESERVE	$74,345	$719,052	$793,398	$13,000	($898,581)	$811,236	$719,053		$719,053	($22,826)	$696,227
5270	GAS15A BOND PROJECTS	$13	($8)	$5	$0	$0	$0	$5		$5	$0	$5
5271	2018 JU PROJECT	$1	($59)	($58)	$80	$0	$0	$22		$22	$58	$80
5280	GAS15A DEBT SERVICE	$32,484	($11,294)	$21,190	$1,400	$0	$0	$22,590		$22,590	$0	$22,590
5281	2018 JU DEBT SERVICE FUND	$213,342	($4,580)	$208,761	$4,000	$0	$0	$212,761		$212,761	$0	$212,761
5300	WATER OPERATIONS	$3,868,189	($1,086,120)	$2,782,069	$22,662,072	($22,032,259)	($3,280,530)	$131,352		$131,352	$111,389	$242,741
5301	WATER DEVELOPMENT	$450,910	$76,872	$527,782	$1,181,610	($1,022,657)	($200,000)	$486,735		$486,735	$0	$486,735
5305	WATER CONTINGENCY FUND	$26,689	$48,876	$75,565	$5,000	($25,000)	$0	$55,565		$55,565	($55,565)	$0
5320	WATER ACQUISITION	$658,195	$247,500	$905,695	$881,000	($1,361,171)	$0	$425,524		$425,524	$0	$425,524
5331	WATER09 DEBT SERVICE	$47,428	($5,707)	$41,721	$1,600	$0	$0	$43,321		$43,321	$0	$43,321
5332	WATER10 DEBT SERVICE	$555,760	($60,970)	$494,790	$10,000	$0	$0	$504,790		$504,790	$0	$504,790
5335	WATER15 DEBT SERVICE	$45,970	($16,465)	$29,506	$3,750	$0	$0	$33,256		$33,256	$0	$33,256
5336	WATER15A DEBT SERVICE	$72,266	($27,044)	$45,222	$3,844	$0	$0	$49,066		$49,066	$0	$49,066
5337	WATER16 DEBT SERVICE	$128,052	($51,171)	$76,881	$3,700	$0	$0	$80,581		$80,581	$0	$80,581
5339	2018 JU DEBT SERVICE FUND	$644,589	($28,536)	$616,053	$12,000	$0	$0	$628,053		$628,053	$0	$628,053
5345	WATER15 BOND PROJECTS	$4,743	($299)	$4,444	$0	$0	$0	$4,444		$4,444	$0	$4,444
5346	WATER15A BOND PROJECTS	$48,557	$1,922	$50,480	$700	$0	$0	$51,180		$51,180	$0	$51,180
5347	WATER16 BOND PROJECTS	$2,700	$82	$2,782	$50	$0	$0	$2,832		$2,832	$0	$2,832
5348	2017 JU IMPROVEMENT REV BOND	$1,986	($0)	$1,986	$0	$0	$0	$1,986		$1,986	$0	$1,986
5349	2018 JU IMPROVEMENT REV BOND	$256,205	$9,637	$265,842	$3,000	$0	$0	$268,842		$268,842	$0	$268,842
5350	WATER CAPITAL IMPROVEMENTS	$2,176,869	($544,984)	$1,631,885	$101,000	($4,955,253)	$3,090,646	($131,722)		($131,722)	$131,722	($0)
5360	WATER EQUIPMENT REPL RESERVE	$248,846	$92,007	$340,853	$22,000	($460,730)	$189,884	$92,007		$92,007	($80,000)	$12,007
5364	2024 DWSRF NMFA LOAN	$14,305,325	($14,305,270)	$55	$0	($14,300,000)	$0	($14,299,945)		($14,299,945)	$14,389,000	$89,055
5374	WATER05A BOND PROJECTS	$5,308	$0	$5,308	$0	$0	$0	$5,308		$5,308	$0	$5,308
5375	WATER06 BOND PROJECTS	$85,725	($892)	$84,832	$0	$0	$0	$84,832		$84,832	$0	$84,832
5377	WATER NMFA LOAN PROJECTS	$9,723	$0	$9,723	$0	$0	$0	$9,723		$9,723	$0	$9,723
5378	WATER07 NMFA PROJECTS	$47	($14,329)	($14,282)	$0	$0	$0	($14,282)		($14,282)	$23,473	$9,191
5379	WATER14 BOND PROJECTS	$49,811	($3,945)	$45,865	$0	$0	$0	$45,865		$45,865	$0	$45,865
5385	WATER20A DEBT SERVICE	$58,702	($20,277)	$38,426	$3,500	$0	$0	$41,926		$41,926	$0	$41,926
5389	WATER14 DEBT SERVICE	$1,127,262	($25,499)	$1,101,763	$12,500	$0	$0	$1,114,263		$1,114,263	$0	$1,114,263
5395	WATER20A PROJECT	$390,126	($399,812)	($9,686)	$50,000	$0	$0	$40,314		$40,314	$0	$40,314
5396	WATER14 BOND PROJECTS	$1,000	($1,000)	$0	$1,000	$0	$0	$1,000		$1,000	$0	$1,000
5400	WASTEWATER OPERATIONS	$2,343,430	$796,151	$3,139,581	$16,285,405	($16,423,286)	($2,205,549)	$796,151		$796,151	($693,528)	$102,623
5401	WASTEWATER DEVELOPMENT	$10,280,567	$252,125	$10,532,692	$3,061,000	($1,651,540)	$200,000	$12,142,152		$12,142,152	$110,000	$12,252,152
5405	WW CONTINGENCY FUND	$134,888	$55,155	$190,044	$5,000	($50,000)	($80,000)	$65,044		$65,044	($50,000)	$15,044
5420	WW WATER RECLAMATION PROJECT	$1,201,582	$50,564	$1,252,146	$21,000	($816,506)	$1,000,000	$1,456,640		$1,456,640	$1,259,525	$2,716,165
5431	WW09 DEBT SERVICE	$17,053	($7,692)	$9,360	$1,000	$0	$0	$10,360		$10,360	$0	$10,360
5432	WW10 DEBT SERVICE	$384,585	($41,195)	$343,391	$4,000	$0	$0	$347,391		$347,391	$0	$347,391
5435	WW15 DEBT SERVICE	$236,132	($81,413)	$154,719	$15,000	$0	$0	$169,719		$169,719	$0	$169,719
5436	WW15A DEBT SERVICE	$42,438	($16,671)	$25,766	$3,750	$0	$0	$29,516		$29,516	$0	$29,516
5441	WW20B DEBT SERVICE	$44,125	($8,494)	$35,631	$2,500	$0	$0	$38,131		$38,131	$0	$38,131
5445	WW15 BOND PROJECTS	$459,381	($9,268)	$450,112	$0	$0	$0	$450,112		$450,112	$0	$450,112
5446	WW15A BOND PROJECTS	$17,443	$938	$18,381	$0	$0	$0	$18,381		$18,381	$0	$18,381
5447	2017 JU IMPROVEMENT REV BOND	$4,732	$0	$4,732	$0	$0	$0	$4,732		$4,732	$0	$4,732
5450	WASTEWATER CAPITAL IMPROVEMENT	$1,450,809	($573,570)	$877,239	$442,753	($4,022,060)	$2,128,498	($573,569)		($573,569)	$573,570	($0)
5451	WW20B PROJECTS	$320,833	($103,070)	$217,763	$25,000	$0	$0	$242,763		$242,763	$0	$242,763
5460	WASTEWATER EQUIP REPL RESERVE	$660	$26,470	$27,130	$10,000	($167,710)	$157,051	$26,471		$26,471	($22,500)	$3,971
5475	COMPLETED WW PROJECTS	$24,335	$0	$24,335	$0	$0	$0	$24,335		$24,335	$0	$24,335
5479	WW06 BOND REHAB PROJECTS	$136	$2	$138	$0	$0	$0	$138		$138	$0	$138
5481	WW14 DEBT SERVICE	$167,781	($1,217)	$166,564	$4,200	$0	$0	$170,764		$170,764	$0	$170,764
5485	WW20A DEBT SERVICE	$16,452	($4,457)	$11,995	$0	$0	$0	$11,995		$11,995	$0	$11,995
5495	WW20A PROJECT	$15,281	$17,496	$32,777	$25,000	$0	$0	$57,777		$57,777	$0	$57,777

Exhibit "A"

ALL FUNDS SUMMARY

FISCAL YEAR 2026 MIDYEAR ADJUSTMENT

January 20, 2026

FUND #	Fund Name	Adopted Beginning Balance	Beginning Balance Adjustments	New Beginning Balance	Revenues	Expenditures	Net Transfers	Ending Balance	Reserve	Available Balance	Mid-Year Adjustments	Adjusted Available Budget
5496	WW23 PROJECT	$14,767,934	($14,767,934)	$0	$0	($14,767,934)	$0	($14,767,934)		($14,767,934)	$14,767,934	$0
5500	SOLID WASTE OPERATIONS	$2,954,170	$87,306	$3,041,476	$19,190,384	($22,532,789)	$688,855	$387,926		$387,926	$134,757	$522,683
5505	SOLID WASTE CONTINGENCY FUND	$343,302	$150,000	$493,302	$0	($150,000)	$0	$343,302		$343,302	$0	$343,302
5510	SOLID WASTE LANDFILL CLOSURE	$4,328,928	$214,089	$4,543,017	$100,000	($153,543)	($3,000,000)	$1,489,475		$1,489,475	$0	$1,489,475
5560	SOLID WASTE EQUIP REPL RESERVE	$203,433	$685,703	$889,137	$280,000	($2,708,478)	$2,311,145	$771,804		$771,804	($86,300)	$685,504
5587	SW NMFA LOAN DEBT SERVICE	$465,182	$15,265	$480,447	$15,000	$0	$0	$495,447		$495,447	$0	$495,447
5920	TRANSIT 5307 MATCH	$73,488	($73,488)	$0	$0	($3,577,983)	$3,304,699	($273,284)		($273,284)	$273,285	$1
5921	TRANSIT 5307 GRANT	$4,941	($4,941)	$0	$4,121,899	($4,121,900)	$0	($0)		($0)	$0	($0)
5923	TRANSIT 5339 CAPITAL & OTHER	($783,269)	$783,269	$0	$7,611,421	($7,891,538)	$1,063,386	$783,269		$783,269	$0	$783,269
ENTERPRISE FUNDS Total		**$74,426,583**	**($26,584,003)**	**$47,842,579**	**$140,400,215**	**($197,119,183)**	**$6,081,085**	**($2,795,303)**	$0	**($2,795,303)**	**$32,001,108**	**$29,205,803**
						$5,400,000	$94,350					
INTERNAL SERVICE FUNDS												
6150	FLEET SERVICES	$1,302,838	($517,974)	$784,864	$8,080,186	($8,826,437)	$0	$38,613		$38,613	$0	$38,613
6310	UNEMPLOYMENT RESERVE	$1,455,249	$64,504	$1,519,754	$0	$0	$0	$1,519,754		$1,519,754	($1,519,754)	($0)
6320	UNEMPLOYMENT RESERVE	$0	$2,786	$2,786	$0	$0	$0	$2,786		$2,786	$0	$2,786
6330	WORKERS COMPENSATION	$1,092,714	$219,228	$1,311,943	$319,624	($2,292,542)	$890,000	$229,024		$229,024	$0	$229,024
6340	LIABILITY CLAIMS	$3,977,917	($4,021,018)	($43,102)	$245,125	($11,084,616)	$7,031,159	($3,851,434)		($3,851,434)	$3,851,434	$0
INTERNAL SERVICE FUNDS Total		**$7,828,718**	**($4,252,474)**	**$3,576,244**	**$8,644,935**	**($22,203,595)**	**$7,921,159**	**($2,061,257)**		**($2,061,257)**	**$2,331,680**	**$270,423**
CUSTODIAL FUNDS												
7410	MV REGIONAL DISPATCH AUTHORITY	$2,199,656	$253,462	$2,453,118	$6,553,344	($7,078,343)	$0	$1,928,119	($589,862)	$1,338,257	$0	$1,338,257
7420	METRO NARCOTICS AGENCY	$986,032	($77,163)	$908,869	$666,086	($819,086)	$0	$755,869		$755,869	$0	$755,869
7440	ANIMAL SERVICES CENTER	$599,638	$409,754	$1,009,393	$5,186,272	($5,591,948)	$0	$603,717		$603,717	$0	$603,717
7441	ASCMV CAPITAL	$28,012	$0	$28,012	$0	$0	$0	$28,012		$28,012	$0	$28,012
7470	BRANIGAN ESTATE	$467,229	$45,526	$512,755	$0	($260,000)	$0	$252,755		$252,755	$0	$252,755
7480	GIFTS AND MEMORIALS	$453,556	$80,260	$533,817	$39,176	($409,982)	$0	$163,011		$163,011	$0	$163,011
7481	VETERANS MEMORIAL WALL	$26,318	$561	$26,879	$1,755	$0	$0	$28,634		$28,634	$0	$28,634
7490	METROPOLITAN PLANNING ORGANIZA	$150,909	($150,909)	($0)	$459,640	($484,925)	$41,728	$16,443		$16,443	$0	$16,443
7492	HIDTA-CLC	$0	($0)	$0	$766,774	($766,774)	$0	$0		$0	$0	$0
CUSTODIAL FUNDS Total		**$4,911,350**	**$561,492**	**$5,472,842**	**$13,673,048**	**($15,411,058)**	**$41,728**	**$3,776,560**	($589,862)	**$3,186,698**	**$0**	**$3,186,698**
SOUTH CENTRAL SOLID WASTE AUTHORITY (SCSWA) FUNDS												
8100	SC SOLID WASTE AUTHORITY	$2,590,940	($1,100,662)	$1,490,278	$13,393,802	($11,502,120)	$720,000	$4,101,960		$4,101,960	$0	$4,101,960
8110	SCSWA CLOSURE/POST CLOSURE	$16,927	($112,739)	($95,812)	$0	$0	$0	($95,812)		($95,812)	$95,812	$0
8115	SCSWA ENVIRONMENTAL IMP FEES	$794,355	($91,555)	$702,800	$355,227	($612,000)	$0	$446,027		$446,027	$0	$446,027
8120	SCSWA DEBT CAPITAL PROJECTS	$6,149,360	($3,834,442)	$2,314,918	$0	$0	$0	$2,314,918		$2,314,918	$0	$2,314,918
8170	SCSWA RECYCLING	$4,715,801	($2,873,895)	$1,841,905	$5,694,377	($3,146,721)	($720,000)	$3,669,561		$3,669,561	$0	$3,669,561
8180	COMMUNITY COLLECTION CTRS	$412,065	($60,157)	$351,909	$1,865,217	($1,833,065)	$0	$384,061		$384,061	$0	$384,061
8190	SUNLAND PARK SOLID WASTE	$900,664	$77,462	$978,126	$1,376,346	($1,529,198)	$0	$825,274		$825,274	$0	$825,274
SCSWA FUNDS Total		**$15,580,113**	**($7,995,988)**	**$7,584,126**	**$22,684,969**	**($18,623,104)**	**$0**	**$11,645,990**	$0	**$11,645,990**	**$95,812**	**$11,741,802**
	ALL FUNDS ENDING BALANCE	**$381,930,805**	**($73,863,124)**	**$308,067,681**	**$467,995,934**	**($661,529,346)**	**($40,633)**	**$114,493,636**	($30,120,016)	**$84,373,620**	**$48,282,517**	**$132,656,134**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	1000 GENERAL FUND 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 76,170,624	76,170,624	(10,977,960)	65,192,664
Revenues				
Municipal Gross Receipts Tax	55,085,239	55,085,239	8,533,670	63,618,909
Public Safety Gross Receipts Tax	4,880,700	4,880,700	715,583	5,596,283
Hold Harmless Replacement GRT	17,000,000	17,000,000	(991,690)	16,008,310
State-Shared Gross Receipts Tax	50,825,436	50,825,436	4,037,311	54,862,747
Environmental Gross Receipts Tax	2,259,525	2,259,525	(2,259,525)	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	21,000	21,000	7,228	28,228
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	750,000	750,000	(157,851)	592,149
Lodgers Tax	0	0	0	0
Property Taxes	14,957,286	14,957,286	0	14,957,286
Payment In Lieu of Property Tax	817,771	817,771	0	817,771
Franchise Fees	2,595,000	2,595,000	0	2,595,000
Payment In Lieu of Franchise Fees	1,446,584	1,446,584	0	1,446,584
Licenses, Fees & Permits	3,250,210	3,250,210	115,275	3,365,485
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	120,750	120,750	0	120,750
Charges For Services	7,186,977	7,873,532	0	7,873,532
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	5,133,474	5,133,474	(229,214)	4,904,260
Investment Income	0	0	0	0
Miscellaneous Revenues	190,746	190,746	0	190,746
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**166,520,697**	**167,207,252**	**9,770,787**	**176,978,040**
TOTAL RESOURCES	**$ 242,691,321**	**243,377,876**	**(1,207,173)**	**242,170,704**
Expenditures				
General Government	5,691,810	5,691,810	0	5,691,810
Legislative	625,652	625,652	0	625,652
Municipal Court	2,078,721	2,078,721	0	2,078,721
City Manager-300	9,449,936	9,654,420	0	9,654,420
Legal	2,695,452	2,695,452	0	2,695,452
Las Cruces Police Department	41,095,936	41,069,046	0	41,069,046
Las Cruces Fire Department	31,139,578	32,538,424	0	32,538,424
Utilities	0	0	0	0
Economic Development	5,778,336	5,943,697	0	5,943,697
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	3,333,275	3,333,275	0	3,333,275
Financial Services	7,963,871	7,963,871	0	7,963,871
Information Technology	7,541,061	8,584,506	0	8,584,506
Fleet	0	0	0	0
Assistant City Manager-500	1,198,769	1,198,769	0	1,198,769
Parks & Recreation	20,374,203	20,754,100	0	20,754,100
Community Development	6,713,019	5,920,316	0	5,920,316
Quality of Life	11,320,216	10,753,576	0	10,753,576
Public Works	18,314,952	18,375,289	0	18,375,289
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 175,314,787**	**177,180,923**	**0**	**177,180,924**
Other Resources				
Operating Transfers In	0	0	1,519,754	1,519,754
Operating Transfers Out	(34,631,452)	(34,672,085)	2,772,670	(31,899,415)
Total Other Resources	**$ (34,631,452)**	**(34,672,085)**	**4,292,424**	**(30,379,661)**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 32,745,082**	**31,524,868**	**3,085,251**	**34,610,119**
Required Reserve:				
State Required 1/12th	14,609,566	14,765,077	0	14,765,077
Local CLC 1/12th	14,609,566	14,765,077	0	14,765,077
AVAILABLE BALANCE	**$ 3,525,950**	**1,994,714**	**3,085,251**	**5,079,965**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	1400 FACILITIES MAINTENANCE 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 938,889	938,889	(164,936)	773,953
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**0**	**0**	**0**	**0**
TOTAL RESOURCES	**$ 938,889**	**938,889**	**(164,936)**	**773,953**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	910,878	910,878	(136,925)	773,953
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 910,878**	**910,878**	**(136,925)**	**773,953**
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	**$ 28,011**	**28,011**	**(28,011)**	**(0)**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	2100 SPECIAL REVENUE REIMB GRANTS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 249,231	249,231	28,057	277,288
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	182,000	207,500	0	207,500
Federal Grants	9,229,523	5,220,164	0	5,220,164
State Grants	4,573,536	17,878,805	328,205	18,207,010
Local Grants	0	805,000	0	805,000
Debt Service	0	0	0	0
Total Revenues	**13,985,059**	**24,111,469**	**328,205**	**24,439,674**
TOTAL RESOURCES	**$ 14,234,290**	**24,360,700**	**356,262**	**24,716,962**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	5,768,725	13,261,056	0	13,261,056
Legal	0	0	0	0
Las Cruces Police Department	1,581,852	1,332,003	0	1,332,003
Las Cruces Fire Department	568,628	1,313,759	0	1,313,759
Utilities	194,431	0	0	0
Economic Development	2,869,028	2,969,028	0	2,969,028
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	144,821	1,157,615	0	1,157,615
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manager-500	512,694	1,148,866	0	1,148,866
Parks & Recreation	446,219	929,064	0	929,064
Community Development	400,000	400,000	0	400,000
Quality of Life	1,447,022	1,621,439	328,205	1,949,644
Public Works	51,638	51,638	0	51,638
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 13,985,058**	**24,184,468**	**328,205**	**24,512,673**
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	**$ 249,232**	**176,232**	**28,057**	**204,288**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	2810 GAS TAX 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 2,009,291	2,009,291	(806,446)	1,202,845
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	1,866,000	1,866,000	0	1,866,000
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**1,866,000**	**1,866,000**	**0**	**1,866,000**
TOTAL RESOURCES	**$ 3,875,291**	**3,875,291**	**(806,446)**	**3,068,845**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	3,404,697	3,404,697	(335,852)	3,068,845
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 3,404,697**	**3,404,697**	**(335,852)**	**3,068,845**
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	**$ 470,594**	**470,594**	**(470,594)**	**0**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	2815 TIDD DEDICATED REVENUES 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 4,949,747	4,949,747	(551,585)	4,398,162
Revenues				
Municipal Gross Receipts Tax	2,330,000	2,330,000	0	2,330,000
Public Safety Gross Receipts Tax	205,000	205,000	0	205,000
Hold Harmless Replacement GRT	625,000	625,000	0	625,000
State-Shared Gross Receipts Tax	2,080,000	2,080,000	0	2,080,000
Environmental Gross Receipts Tax	105,000	105,000	0	105,000
County Environmental Gross Receipts Tax	750,000	750,000	0	750,000
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	60,000	60,000	0	60,000
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**6,155,000**	**6,155,000**	**0**	**6,155,000**
TOTAL RESOURCES	**$ 11,104,747**	**11,104,747**	**(551,585)**	**10,553,162**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
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	0	0	0	0
Community Development	2,586,551	2,586,551	(548,890)	2,037,661
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 2,586,551**	**2,586,551**	**(548,890)**	**2,037,661**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	(8,515,501)	(8,515,501)	0	(8,515,501)
Total Other Resources	**$ (8,515,501)**	**(8,515,501)**	**0**	**(8,515,501)**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 2,695**	**2,695**	**(2,695)**	**0**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	4100 CAPITAL PROJECTS REIMB GRANTS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 0	0	(0)	(0)
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	3,733,290	11,622,748	0	11,622,748
State Grants	21,868,273	36,568,765	(328,205)	36,240,560
Local Grants	0	107,777	0	107,777
Debt Service	0	0	0	0
Total Revenues	**25,601,563**	**48,299,290**	**(328,205)**	**47,971,085**
TOTAL RESOURCES	**$ 25,601,563**	**48,299,290**	**(328,205)**	**47,971,085**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	6,212,832	9,801,607	0	9,801,607
Legal	0	0	0	0
Las Cruces Police Department	154,751	2,702,182	0	2,702,182
Las Cruces Fire Department	159,338	3,085,444	0	3,085,444
Utilities	0	0	0	0
Economic Development	1,710,644	2,412,365	0	2,412,365
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	522,420	0	522,420
Parks & Recreation	3,454,531	6,390,627	0	6,390,627
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	13,909,467	23,384,645	(328,205)	23,056,440
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 25,601,563**	**48,299,290**	**(328,205)**	**47,971,085**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 0**	**0**	**(0)**	**(0)**

CITY OF LAS CRUCES

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

Exhibit "B"

	4106 PUBLIC PARK DEVELOPMENT 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 5,430,771	5,430,771	(936,123)	4,494,647
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	1,440,622	1,440,622	0	1,440,622
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**1,440,622**	**1,440,622**	**0**	**1,440,622**
TOTAL RESOURCES	**$ 6,871,393**	**6,871,393**	**(936,123)**	**5,935,269**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	5,652,921	6,505,263	(569,995)	5,935,268
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 5,652,921**	**6,505,263**	**(569,995)**	**5,935,268**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 1,218,472**	**366,130**	**(366,128)**	**1**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	4202 GRT STREET MAINTENANCE 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 10,422,534	10,422,534	(1,779,525)	8,643,009
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**0**	**0**	**0**	**0**
TOTAL RESOURCES	**$ 10,422,534**	**10,422,534**	**(1,779,525)**	**8,643,009**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	9,918,488	12,349,637	(445,000)	11,904,637
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 9,918,488**	**12,349,637**	**(445,000)**	**11,904,637**
Other Resources				
Operating Transfers In	4,500,000	4,500,000	(1,237,798)	3,262,202
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 4,500,000**	**4,500,000**	**(1,237,798)**	**3,262,202**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 5,004,046**	**2,572,897**	**(2,572,323)**	**574**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	4205 SPECIAL STREET PROJECTS 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 959,858	959,858	48,300	1,008,158
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**0**	**0**	**0**	**0**
TOTAL RESOURCES	**$ 959,858**	**959,858**	**48,300**	**1,008,158**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 0**	**0**	**0**	**0**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	(1,008,158)	(1,008,158)
Total Other Resources	**$ 0**	**0**	**(1,008,158)**	**(1,008,158)**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 959,858**	**959,858**	**(959,858)**	**(0)**

CITY OF LAS CRUCES ***Exhibit "B"***

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5010 AIRPORT 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 567,046	567,046	(485,753)	81,293
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	71,400	71,400	(20,000)	51,400
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	109,754	109,754	0	109,754
Federal Grants	246,480	1,533,161	0	1,533,161
State Grants	3,595,422	5,620,029	0	5,620,029
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**4,023,056**	**7,334,344**	**(20,000)**	**7,314,344**
TOTAL RESOURCES	**$ 4,590,102**	**7,901,390**	**(505,753)**	**7,395,637**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	5,298,484	8,605,951	(297,314)	8,308,637
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 5,298,484**	**8,605,951**	**(297,314)**	**8,308,637**
Other Resources				
Operating Transfers In	713,000	713,000	200,000	913,000
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 713,000**	**713,000**	**200,000**	**913,000**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 4,618**	**8,439**	**(8,439)**	**0**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5100 UTILITIES SHARED SERVICES 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 1,682,394	1,682,394	(1,682,394)	(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	17,960,751	18,104,135	403,703	18,507,838
Investment Income	200,000	200,000	160,000	360,000
Miscellaneous Revenues	210,000	210,000	190,000	400,000
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	**18,370,751**	**18,514,135**	**753,703**	**19,267,838**
TOTAL RESOURCES	**$ 20,053,145**	**20,196,529**	**(928,691)**	**19,267,838**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	17,884,122	18,004,122	(975,434)	17,028,688
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	1,691,018	1,691,018	0	1,691,018
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 19,575,140**	**19,695,140**	**(975,434)**	**18,719,706**
Other Resources				
Operating Transfers In	0	105,144	0	105,144
Operating Transfers Out	(477,475)	(606,534)	0	(606,534)
Total Other Resources	**$ (477,475)**	**(501,390)**	**0**	**(501,390)**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 530**	**(1)**	**46,743**	**46,742**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5160 SHARED SVCS EQUIP REPL RESERVE 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 82,176	82,176	(82,176)	(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	10,000	10,000	85,000	95,000
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	**10,000**	**10,000**	**85,000**	**95,000**
TOTAL RESOURCES	**$ 92,176**	**92,176**	**2,824**	**95,000**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	569,651	593,566	0	593,566
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 569,651**	**593,566**	**0**	**593,566**
Other Resources				
Operating Transfers In	477,475	606,534	0	606,534
Operating Transfers Out	0	(105,144)	0	(105,144)
Total Other Resources	**$ 477,475**	**501,390**	**0**	**501,390**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ (0)**	**(0)**	**2,824**	**2,824**

CITY OF LAS CRUCES ***Exhibit "B"***

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5200 GAS OPERATIONS 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 5,038,423	5,038,423	3,232,146	8,270,569
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	467,482	467,482	0	467,482
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	13,644,868	13,644,868	0	13,644,868
Natural Gas Sales - Commodity	14,021,109	14,021,109	0	14,021,109
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	137,457	137,457	175,000	312,457
Miscellaneous Revenues	19,701	19,701	0	19,701
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**28,290,617**	**28,290,617**	**175,000**	**28,465,617**
TOTAL RESOURCES	**$ 33,329,040**	**33,329,040**	**3,407,146**	**36,736,186**
Expenditures				
General Government	4,965,327	5,005,364	162,554	5,167,918
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	24,143,495	24,336,552	66,645	24,403,197
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 29,108,822**	**29,341,916**	**229,199**	**29,571,115**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	(3,346,904)	(3,987,123)	(700,000)	(4,687,123)
Total Other Resources	**$ (3,346,904)**	**(3,987,123)**	**(700,000)**	**(4,687,123)**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 873,314**	**1**	**2,477,947**	**2,477,948**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5205 GAS CONTINGENCY FUND 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 128,818	128,818	52,613	181,431
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	5,000	5,000	0	5,000
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	**5,000**	**5,000**	**0**	**5,000**
TOTAL RESOURCES	**$ 133,818**	**133,818**	**52,613**	**186,431**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	50,000	50,000	0	50,000
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 50,000**	**50,000**	**0**	**50,000**
Other Resources				
Operating Transfers In	295,000	295,000	0	295,000
Operating Transfers Out	0	0	(138)	(138)
Total Other Resources	**$ 295,000**	**295,000**	**(138)**	**294,862**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 378,818**	**378,818**	**52,475**	**431,293**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5250 GAS CAPITAL IMPROVEMENTS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 1,815,805	1,815,805	352,751	2,168,556
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	45,000	45,000	0	45,000
Miscellaneous Revenues	0	0	0	0
Federal Grants	7,972,055	10,000,000	0	10,000,000
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**8,017,055**	**10,045,000**	**0**	**10,045,000**
TOTAL RESOURCES	**$ 9,832,860**	**11,860,805**	**352,751**	**12,213,556**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	12,713,747	14,741,692	1,000,000	15,741,692
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 12,713,747**	**14,741,692**	**1,000,000**	**15,741,692**
Other Resources				
Operating Transfers In	2,880,887	2,880,887	700,000	3,580,887
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 2,880,887**	**2,880,887**	**700,000**	**3,580,887**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 0**	**0**	**52,751**	**52,751**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5260 GAS EQUIPMENT REPLACE RESERVE 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 74,345	74,345	719,052	793,398
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	8,000	8,000	0	8,000
Miscellaneous Revenues	5,000	5,000	0	5,000
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	**13,000**	**13,000**	**0**	**13,000**
TOTAL RESOURCES	**$ 87,345**	**87,345**	**719,052**	**806,398**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	258,362	898,581	22,826	921,407
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 258,362**	**898,581**	**22,826**	**921,407**
Other Resources				
Operating Transfers In	171,017	811,236	0	811,236
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 171,017**	**811,236**	**0**	**811,236**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 0**	**0**	**696,226**	**696,227**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5271 2018 JU PROJECT 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 1	1	(59)	(58)
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	80	80	(80)	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**80**	**80**	**(80)**	**0**
TOTAL RESOURCES	**$ 81**	**81**	**(139)**	**(58)**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 0**	**0**	**0**	**0**
Other Resources				
Operating Transfers In	0	0	138	138
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**138**	**138**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 81**	**81**	**(1)**	**80**

CITY OF LAS CRUCES ***Exhibit "B"***

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5300 WATER OPERATIONS 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 3,868,189	3,868,189	(1,086,120)	2,782,069
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	438,778	438,778	0	438,778
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	22,167,776	22,167,776	30,000	22,197,776
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	32,883	32,883	20,000	52,883
Investment Income	5,000	5,000	0	5,000
Miscellaneous Revenues	17,635	17,635	10,000	27,635
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**22,662,072**	**22,662,072**	**60,000**	**22,722,072**
TOTAL RESOURCES	**$ 26,530,261**	**26,530,261**	**(1,026,120)**	**25,504,141**
Expenditures				
General Government	4,261,188	4,295,547	5,752	4,301,299
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	17,736,712	17,736,712	(51,771)	17,684,941
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 21,997,900**	**22,032,259**	**(46,019)**	**21,986,240**
Other Resources				
Operating Transfers In	204,921	204,921	0	204,921
Operating Transfers Out	(3,090,646)	(3,485,451)	5,370	(3,480,081)
Total Other Resources	**$ (2,885,725)**	**(3,280,530)**	**5,370**	**(3,275,160)**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 1,646,636**	**1,217,472**	**(974,731)**	**242,741**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5305 WATER CONTINGENCY FUND 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 26,689	26,689	48,876	75,565
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	5,000	5,000	0	5,000
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	**5,000**	**5,000**	**0**	**5,000**
TOTAL RESOURCES	**$ 31,689**	**31,689**	**48,876**	**80,565**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	25,000	25,000	(25,000)	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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 25,000**	**25,000**	**(25,000)**	**0**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	(80,565)	(80,565)
Total Other Resources	**$ 0**	**0**	**(80,565)**	**(80,565)**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 6,689**	**6,689**	**(6,689)**	**0**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5350 WATER CAPITAL IMPROVEMENTS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 2,176,869	2,176,869	(544,984)	1,631,885
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	101,000	101,000	0	101,000
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**101,000**	**101,000**	**0**	**101,000**
TOTAL RESOURCES	**$ 2,277,869**	**2,277,869**	**(544,984)**	**1,732,885**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	4,882,746	4,955,253	0	4,955,253
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 4,882,746**	**4,955,253**	**0**	**4,955,253**
Other Resources				
Operating Transfers In	3,090,646	3,090,646	131,722	3,222,368
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 3,090,646**	**3,090,646**	**131,722**	**3,222,368**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 485,769**	**413,262**	**(413,262)**	**0**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5360 WATER EQUIPMENT REPL RESERVE 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 248,846	248,846	92,007	340,853
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	12,000	12,000	0	12,000
Miscellaneous Revenues	10,000	10,000	0	10,000
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**22,000**	**22,000**	**0**	**22,000**
TOTAL RESOURCES	**$ 270,846**	**270,846**	**92,007**	**362,853**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	65,925	460,730	0	460,730
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 65,925**	**460,730**	**0**	**460,730**
Other Resources				
Operating Transfers In	0	394,805	(80,000)	314,805
Operating Transfers Out	(204,921)	(204,921)	0	(204,921)
Total Other Resources	**$ (204,921)**	**189,884**	**(80,000)**	**109,884**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 0**	**0**	**12,007**	**12,007**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5364 2024 DWSRF NMFA LOAN 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 14,305,325	14,305,325	(14,305,270)	55
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	15,300,000	15,300,000
Total Revenues	**0**	**0**	**15,300,000**	**15,300,000**
TOTAL RESOURCES	**$ 14,305,325**	**14,305,325**	**994,730**	**15,300,055**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	14,300,000	14,300,000	911,000	15,211,000
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 14,300,000**	**14,300,000**	**911,000**	**15,211,000**
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	**$ 5,325**	**5,325**	**83,730**	**89,055**

CITY OF LAS CRUCES ***Exhibit "B"***

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5378 WATER07 NMFA PROJECTS 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 47	47	(14,329)	(14,282)
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**0**	**0**	**0**	**0**
TOTAL RESOURCES	**$ 47**	**47**	**(14,329)**	**(14,282)**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 0**	**0**	**0**	**0**
Other Resources				
Operating Transfers In	0	0	23,473	23,473
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**23,473**	**23,473**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 47**	**47**	**9,144**	**9,191**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5400 WASTEWATER OPERATIONS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 2,343,430	2,343,430	796,151	3,139,581
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	314,984	314,984	0	314,984
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	15,962,666	15,962,666	0	15,962,666
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	2,365	2,365	0	2,365
Miscellaneous Revenues	5,390	5,390	0	5,390
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**16,285,405**	**16,285,405**	**0**	**16,285,405**
TOTAL RESOURCES	**$ 18,628,835**	**18,628,835**	**796,151**	**19,424,986**
Expenditures				
General Government	4,233,000	4,267,131	93,879	4,361,010
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	12,156,155	12,156,155	146,079	12,302,234
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 16,389,155**	**16,423,286**	**239,958**	**16,663,244**
Other Resources				
Operating Transfers In	80,000	80,000	0	80,000
Operating Transfers Out	(2,251,974)	(2,285,549)	(453,570)	(2,739,119)
Total Other Resources	**$ (2,171,974)**	**(2,205,549)**	**(453,570)**	**(2,659,119)**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 67,706**	**0**	**102,623**	**102,623**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5401 WASTEWATER DEVELOPMENT 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 10,280,567	10,280,567	252,125	10,532,692
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	2,761,000	2,761,000	0	2,761,000
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	275,000	275,000	100,000	375,000
Miscellaneous Revenues	25,000	25,000	10,000	35,000
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	**3,061,000**	**3,061,000**	**110,000**	**3,171,000**
TOTAL RESOURCES	**$ 13,341,567**	**13,341,567**	**362,125**	**13,703,692**
Expenditures				
General Government	44,700	44,700	0	44,700
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	1,106,840	1,606,840	0	1,606,840
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 1,151,540**	**1,651,540**	**0**	**1,651,540**
Other Resources				
Operating Transfers In	200,000	200,000	0	200,000
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 200,000**	**200,000**	**0**	**200,000**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 12,390,027**	**11,890,027**	**362,125**	**12,252,152**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5405 WW CONTINGENCY FUND 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 134,888	134,888	55,155	190,044
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	5,000	5,000	0	5,000
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	**5,000**	**5,000**	**0**	**5,000**
TOTAL RESOURCES	**$ 139,888**	**139,888**	**55,155**	**195,044**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	50,000	50,000	(50,000)	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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 50,000**	**50,000**	**(50,000)**	**0**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	(80,000)	(80,000)	(100,000)	(180,000)
Total Other Resources	**$ (80,000)**	**(80,000)**	**(100,000)**	**(180,000)**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 9,888**	**9,888**	**5,155**	**15,044**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5420 WW WATER RECLAMATION PROJECT 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 1,201,582	1,201,582	50,564	1,252,146
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	2,259,525	2,259,525
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	21,000	21,000	0	21,000
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	**21,000**	**21,000**	**2,259,525**	**2,280,525**
TOTAL RESOURCES	**$ 1,222,582**	**1,222,582**	**2,310,089**	**3,532,671**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	816,506	816,506	0	816,506
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 816,506**	**816,506**	**0**	**816,506**
Other Resources				
Operating Transfers In	1,000,000	1,000,000	(1,000,000)	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 1,000,000**	**1,000,000**	**(1,000,000)**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 1,406,076**	**1,406,076**	**1,310,089**	**2,716,165**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5450 WASTEWATER CAPITAL IMPROVEMENT 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 1,450,809	1,450,809	(573,570)	877,239
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	70,000	70,000	0	70,000
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	212,398	372,753	0	372,753
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**282,398**	**442,753**	**0**	**442,753**
TOTAL RESOURCES	**$ 1,733,207**	**1,893,562**	**(573,570)**	**1,319,992**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	3,838,708	4,022,060	0	4,022,060
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 3,838,708**	**4,022,060**	**0**	**4,022,060**
Other Resources				
Operating Transfers In	2,105,501	2,128,498	573,570	2,702,068
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 2,105,501**	**2,128,498**	**573,570**	**2,702,068**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 0**	**0**	**(0)**	**0**

CITY OF LAS CRUCES

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

Exhibit "B"

	5460 WASTEWATER EQUIP REPL RESERVE 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 660	660	26,470	27,130
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	5,000	5,000	0	5,000
Miscellaneous Revenues	5,000	5,000	0	5,000
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	**10,000**	**10,000**	**0**	**10,000**
TOTAL RESOURCES	**$ 10,660**	**10,660**	**26,470**	**37,130**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	157,132	167,710	2,500	170,210
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 157,132**	**167,710**	**2,500**	**170,210**
Other Resources				
Operating Transfers In	146,473	157,051	(20,000)	137,051
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 146,473**	**157,051**	**(20,000)**	**137,051**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 1**	**1**	**3,970**	**3,971**

CITY OF LAS CRUCES ***Exhibit "B"***

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5496 WW23 PROJECT 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 14,767,934	14,767,934	(14,767,934)	0
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	16,867,934	16,867,934
Total Revenues	**0**	**0**	**16,867,934**	**16,867,934**
TOTAL RESOURCES	**$ 14,767,934**	**14,767,934**	**2,100,000**	**16,867,934**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	14,767,934	14,767,934	2,100,000	16,867,934
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 14,767,934**	**14,767,934**	**2,100,000**	**16,867,934**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 0**	**0**	**0**	**0**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ (0)**	**(0)**	**0**	**0**

CITY OF LAS CRUCES ***Exhibit "B"***

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5500 SOLID WASTE OPERATIONS 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 2,954,170	2,954,170	87,306	3,041,476
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	295,850	295,850	0	295,850
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	18,605,286	18,605,286	0	18,605,286
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	20,000	20,000	0	20,000
Miscellaneous Revenues	5,000	5,000	0	5,000
Federal Grants	88,890	255,168	0	255,168
State Grants	9,080	9,080	0	9,080
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**19,024,106**	**19,190,384**	**0**	**19,190,384**
TOTAL RESOURCES	**$ 21,978,276**	**22,144,554**	**87,306**	**22,231,860**
Expenditures				
General Government	4,322,786	4,357,643	141,518	4,499,161
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	17,128,738	18,175,146	(276,275)	17,898,871
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 21,451,524**	**22,532,789**	**(134,757)**	**22,398,032**
Other Resources				
Operating Transfers In	3,000,000	3,000,000	0	3,000,000
Operating Transfers Out	(1,937,814)	(2,311,145)	0	(2,311,145)
Total Other Resources	**$ 1,062,186**	**688,855**	**0**	**688,855**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 1,588,938**	**300,620**	**222,063**	**522,683**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5560 SOLID WASTE EQUIP REPL RESERVE 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 203,433	203,433	685,703	889,137
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	90,000	90,000	0	90,000
Miscellaneous Revenues	100,000	100,000	0	100,000
Federal Grants	0	90,000	0	90,000
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**190,000**	**280,000**	**0**	**280,000**
TOTAL RESOURCES	**$ 393,433**	**483,433**	**685,703**	**1,169,137**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	2,331,247	2,708,478	86,300	2,794,778
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 2,331,247**	**2,708,478**	**86,300**	**2,794,778**
Other Resources				
Operating Transfers In	1,937,814	2,311,145	0	2,311,145
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 1,937,814**	**2,311,145**	**0**	**2,311,145**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 0**	**86,100**	**599,403**	**685,504**

CITY OF LAS CRUCES ***Exhibit "B"***

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5920 TRANSIT 5307 MATCH 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 73,488	73,488	(73,488)	0
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**0**	**0**	**0**	**0**
TOTAL RESOURCES	**$ 73,488**	**73,488**	**(73,488)**	**0**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
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	3,360,417	3,577,983	0	3,577,983
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 3,360,417**	**3,577,983**	**0**	**3,577,983**
Other Resources				
Operating Transfers In	3,304,699	3,304,699	273,285	3,577,984
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 3,304,699**	**3,304,699**	**273,285**	**3,577,984**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 17,770**	**(199,796)**	**199,797**	**1**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	6310 UNEMPLOYMENT RESERVE 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 1,455,249	1,455,249	64,504	1,519,754
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**0**	**0**	**0**	**0**
TOTAL RESOURCES	**$ 1,455,249**	**1,455,249**	**64,504**	**1,519,754**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 0**	**0**	**0**	**0**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	(1,519,754)	(1,519,754)
Total Other Resources	**$ 0**	**0**	**(1,519,754)**	**(1,519,754)**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 1,455,249**	**1,455,249**	**(1,455,250)**	**(0)**

CITY OF LAS CRUCES

Exhibit "B"

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	6340 LIABILITY CLAIMS 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 3,977,917	3,977,917	(4,021,018)	(43,102)
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	245,125	245,125	0	245,125
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**245,125**	**245,125**	**0**	**245,125**
TOTAL RESOURCES	**$ 4,223,042**	**4,223,042**	**(4,021,018)**	**202,023**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	11,084,616	11,084,616	(3,851,434)	7,233,182
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 11,084,616**	**11,084,616**	**(3,851,434)**	**7,233,182**
Other Resources				
Operating Transfers In	7,031,159	7,031,159	0	7,031,159
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 7,031,159**	**7,031,159**	**0**	**7,031,159**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 169,585**	**169,585**	**(169,584)**	**0**

CITY OF LAS CRUCES *Exhibit "B"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	8110 SCSWA CLOSURE/POST CLOSURE 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 16,927	16,927	(112,739)	(95,812)
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	95,812	95,812
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**0**	**0**	**95,812**	**95,812**
TOTAL RESOURCES	**$ 16,927**	**16,927**	**(16,927)**	**0**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
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	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
SCSWA	0	0	0	0
Total Expenditures	**$ 0**	**0**	**0**	**0**
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	**$ 16,927**	**16,927**	**(16,927)**	**0**

FUND	FUND DESCRIPTION	DEPARTMENT	PROGRAM	TYPE	INCREASE	DECREASE	DESCRIPTION
1000	GENERAL FUND	GENERAL FUND	GENERAL FUND	REVENUE		$ 2,259,525.00	This revenue will need to be recorded in Fund 5420 instead of General Fund. Moving budget over to correct fund.
1000	GENERAL FUND	GENERAL FUND	GENERAL FUND	REVENUE		$ 991,690.22	Adjusting revenues to best match current trends.
1000	GENERAL FUND	GENERAL FUND	GENERAL FUND	REVENUE	$ 1,379,218.27		Adjusting revenues to best match current trends.
1000	GENERAL FUND	GENERAL FUND	GENERAL FUND	REVENUE	$ 1,379,218.27		Adjusting revenues to best match current trends.
1000	GENERAL FUND	GENERAL FUND	GENERAL FUND	REVENUE	$ 1,379,218.27		Adjusting revenues to best match current trends.
1000	GENERAL FUND	GENERAL FUND	GENERAL FUND	REVENUE	$ 1,379,218.27		Adjusting revenues to best match current trends.
1000	GENERAL FUND	GENERAL FUND	GENERAL FUND	REVENUE	$ 1,379,218.27		Adjusting revenues to best match current trends.
1000	GENERAL FUND	GENERAL FUND	GENERAL FUND	REVENUE	$ 711,879.04		Adjusting revenues to best match current trends.
1000	GENERAL FUND	GENERAL FUND	GENERAL FUND	REVENUE	$ 715,583.04		Adjusting revenues to best match current trends.
1000	GENERAL FUND	GENERAL FUND	GENERAL FUND	REVENUE	$ 4,037,310.55		Adjusting revenues to best match current trends.
1000	GENERAL FUND	GENERAL FUND	GENERAL FUND	REVENUE	$ 7,227.74		Adjusting revenues to best match current trends.
1000	GENERAL FUND	GENERAL FUND	GENERAL FUND	REVENUE	$ 925,699.16		Adjusting revenues to best match current trends.
1000	GENERAL FUND	GENERAL FUND	GENERAL FUND	REVENUE	$ 115,275.10		Adjusting revenues to best match current trends.
1000	GENERAL FUND	GENERAL FUND	GENERAL FUND	REVENUE		$ 157,850.76	Adjusting revenues to best match current trends.
1000	GENERAL FUND	GENERAL FUND	GENERAL FUND	REVENUE		$ 229,214.00	A portion of revenues expected from Airport will not be received. Adjusting budget to reflect accurate estimate.
1000	GENERAL FUND	GENERAL FUND	GENERAL FUND	TRANSFER	$ 1,519,754.00		Transferring fund balance from Fund 6310 and moving it to Fund 1000.
1000	GENERAL FUND	GENERAL FUND	GENERAL FUND	TRANSFER		$ 2,245,955.43	This adjustment is to reduce the total transfer budgeted going from the General fund (1000) to GRT Streets fund (4202).
1000	GENERAL FUND	GENERAL FUND	GENERAL FUND	TRANSFER	$ 200,000.00		Adjusting budget to leave fund with a positive ending balance.
1000	GENERAL FUND	GENERAL FUND	GENERAL FUND	TRANSFER		$ 1,000,000.00	Reducing transfer to Fund 5420 to zero. The revenues that were previously received in Fund 1000 are going directly to 5420 now.
1000	GENERAL FUND	GENERAL FUND	GENERAL FUND	TRANSFER	$ 273,285.00		Transferring in funding to Transit for operations.
1000	GENERAL FUND	ECONOMIC DEVELOPMENT	ADMINISTRATION - ED	EXPENSE		$ 10,000.00	An agreement increase of $10k for Film Las Cruces is requested.
1000	GENERAL FUND	ECONOMIC DEVELOPMENT	BUSINESS DEVELOPMENT	EXPENSE	$ 10,000.00		An agreement increase of $10k for Film Las Cruces is requested.
1400	FACILITIES MAINTENANCE	PUBLIC WORKS	FACILITIES MANAGEMENT	EXPENSE		$ 136,925.00	Adjusting budget to leave fund with a positive ending balance.
2100	SPECIAL REVENUE REIMB GRANTS	QUALITY OF LIFE	ADMINISTRATION	REVENUE	$ 328,205.00		Quality of Life (QOL) received a grant for the library that was initially fully budgeted in Public Works (capital grant). QOL want to use some of these funds for a Bookmobile and need those funds moved into QOL. The grant is being taken to Council on 01/05.
2100	SPECIAL REVENUE REIMB GRANTS	QUALITY OF LIFE	ADMINISTRATION	EXPENSE	$ 328,205.00		Quality of Life (QOL) received a grant for the library that was initially fully budgeted in Public Works (capital grant). QOL want to use some of these funds for a Bookmobile and need those funds moved into QOL. The grant is being taken to Council on 01/05.
2810	GAS TAX	PUBLIC WORKS	STREET MANAGEMENT	EXPENSE		$ 335,852.00	Adjusting budget to leave fund with a positive ending balance.
2815	TIDD DEDICATED REVENUES	COMMUNITY DEVELOPMENT	DESTINATION DOWNTOWN	EXPENSE		$ 548,890.00	Adjusting budget to leave fund with a positive ending balance.
4100	CAPITAL PROJECTS REIMB GRANTS	PUBLIC WORKS	ARCHITECTURAL MANAGEMENT	REVENUE		$ 328,205.00	Quality of Life (QOL) received a grant for the library that was initially fully budgeted in Public Works (capital grant). QOL want to use some of these funds for a Bookmobile and need those funds moved into QOL. The grant is being taken to Council on 01/05.
4100	CAPITAL PROJECTS REIMB GRANTS	PUBLIC WORKS	ARCHITECTURAL MANAGEMENT	EXPENSE		$ 328,205.00	Quality of Life (QOL) received a grant for the library that was initially fully budgeted in Public Works (capital grant). QOL want to use some of these funds for a Bookmobile and need those funds moved into QOL. The grant is being taken to Council on 01/05.
4106	PUBLIC PARK DEVELOPMENT	PARKS & RECREATION	ADMINISTRATION-P&R	EXPENSE		$ 369,995.00	Adjusting budget to leave fund with a positive ending balance.
4106	PUBLIC PARK DEVELOPMENT	PARKS & RECREATION	ADMINISTRATION-P&R	EXPENSE		$ 200,000.00	Adjusting budget to leave fund with a positive ending balance.
4202	GRT STREET MAINTENANCE	PUBLIC WORKS	ENGINEERING AND SURVEYING	EXPENSE		$ 445,000.00	Adjusting budget to leave fund with a positive ending balance.
4202	GRT STREET MAINTENANCE	GRT STREET MAINTENANCE	GRT STREET MAINTENANCE	TRANSFER		$ 2,245,955.43	This adjustment is to reduce the total transfer budgeted coming from the General fund (1000) to GRT Streets fund (4202).
4202	GRT STREET MAINTENANCE	GRT STREET MAINTENANCE	GRT STREET MAINTENANCE	TRANSFER	$ 1,008,157.66		This adjustment is to move the fund balance in to fund 4202 (GRT Street Maintenance) from fund 4205 (Special Streets Projects).
4205	SPECIAL STREET PROJECTS	SPECIAL STREET PROJECTS	SPECIAL STREET PROJECTS	TRANSFER	$ 1,008,157.66		This adjustment is to move the fund balance from fund 4205 (Special Streets Projects) to fund 4202 (GRT Street Maintenance).
5010	AIRPORT	CITY MANAGER'S OFFICE	AIRPORT	TRANSFER	$ 200,000.00		Adjusting budget to leave fund with a positive ending balance.
5010	AIRPORT	CITY MANAGER'S OFFICE	AIRPORT	REVENUE		$ 20,000.00	Revenue budgeted for Sky Fiesta will not be received.
5010	AIRPORT	CITY MANAGER'S OFFICE	AIRPORT	EXPENSE		$ 2,575.00	Adjusting budget to leave fund with a positive ending balance.
5010	AIRPORT	CITY MANAGER'S OFFICE	AIRPORT	EXPENSE		$ 2,640.74	Adjusting budget to leave fund with a positive ending balance.
5010	AIRPORT	CITY MANAGER'S OFFICE	AIRPORT	EXPENSE		$ 1,508.54	Adjusting budget to leave fund with a positive ending balance.

FUND	FUND DESCRIPTION	DEPARTMENT	PROGRAM	TYPE	INCREASE	DECREASE	DESCRIPTION
5010	AIRPORT	CITY MANAGER'S OFFICE	AIRPORT	EXPENSE		$ 2,608.00	Adjusting budget to leave fund with a positive ending balance.
5010	AIRPORT	CITY MANAGER'S OFFICE	AIRPORT	EXPENSE		$ 7,667.94	Adjusting budget to leave fund with a positive ending balance.
5010	AIRPORT	CITY MANAGER'S OFFICE	AIRPORT	EXPENSE		$ 13,131.97	Adjusting budget to leave fund with a positive ending balance.
5010	AIRPORT	CITY MANAGER'S OFFICE	AIRPORT	EXPENSE		$ 6,950.00	Adjusting budget to leave fund with a positive ending balance.
5010	AIRPORT	CITY MANAGER'S OFFICE	AIRPORT	EXPENSE		$ 229,214.00	Adjusting budget to leave fund with a positive ending balance.
5010	AIRPORT	CITY MANAGER'S OFFICE	AIRPORT	EXPENSE		$ 13,467.81	Adjusting budget to leave fund with a positive ending balance.
5010	AIRPORT	CITY MANAGER'S OFFICE	AIRPORT	EXPENSE		$ 17,550.00	Adjusting budget to leave fund with a positive ending balance.
5100	UTILITIES SHARED SERVICES	UTILITIES	ADMINISTRATION-UT	EXPENSE		$ 55,065.00	Adjusting budget to reflect current personnel needs.
5100	UTILITIES SHARED SERVICES	UTILITIES	ADMINISTRATION-UT	EXPENSE		$ 912.00	Adjusting budget to reflect current personnel needs.
5100	UTILITIES SHARED SERVICES	UTILITIES	ADMINISTRATION-UT	EXPENSE		$ 3,900.00	Adjusting budget to reflect current personnel needs.
5100	UTILITIES SHARED SERVICES	UTILITIES	ADMINISTRATION-UT	EXPENSE		$ 10,017.00	Adjusting budget to reflect current personnel needs.
5100	UTILITIES SHARED SERVICES	UTILITIES	ADMINISTRATION-UT	EXPENSE		$ 1,448.00	Adjusting budget to reflect current personnel needs.
5100	UTILITIES SHARED SERVICES	UTILITIES	ADMINISTRATION-UT	EXPENSE		$ 1,685.00	Adjusting budget to leave fund with a positive ending balance.
5100	UTILITIES SHARED SERVICES	UTILITIES	ADMINISTRATION-UT	EXPENSE		$ 424,015.00	Adjusting budget to reflect current operational needs.
5100	UTILITIES SHARED SERVICES	UTILITIES	GEOGRAPHIC INFORMATION SYSTEMS	EXPENSE		$ 92.00	Adjusting budget to reflect current personnel needs.
5100	UTILITIES SHARED SERVICES	UTILITIES	GEOGRAPHIC INFORMATION SYSTEMS	EXPENSE		$ 396.00	Adjusting budget to reflect current personnel needs.
5100	UTILITIES SHARED SERVICES	UTILITIES	GEOGRAPHIC INFORMATION SYSTEMS	EXPENSE		$ 1,018.00	Adjusting budget to reflect current personnel needs.
5100	UTILITIES SHARED SERVICES	UTILITIES	GEOGRAPHIC INFORMATION SYSTEMS	EXPENSE		$ 147.00	Adjusting budget to reflect current personnel needs.
5100	UTILITIES SHARED SERVICES	UTILITIES	GEOGRAPHIC INFORMATION SYSTEMS	EXPENSE		$ 200.00	Adjusting budget to leave fund with a positive ending balance.
5100	UTILITIES SHARED SERVICES	UTILITIES	GEOGRAPHIC INFORMATION SYSTEMS	EXPENSE		$ 9,396.00	Adjusting budget to leave fund with a positive ending balance.
5100	UTILITIES SHARED SERVICES	UTILITIES	SCADA	EXPENSE		$ 5,171.00	Adjusting budget to reflect current personnel needs.
5100	UTILITIES SHARED SERVICES	UTILITIES	SCADA	EXPENSE		$ 10,191.00	Adjusting budget to reflect current personnel needs.
5100	UTILITIES SHARED SERVICES	UTILITIES	SCADA	EXPENSE		$ 1,583.00	Adjusting budget to reflect current personnel needs.
5100	UTILITIES SHARED SERVICES	UTILITIES	SCADA	EXPENSE		$ 6,766.00	Adjusting budget to reflect current personnel needs.
5100	UTILITIES SHARED SERVICES	UTILITIES	SCADA	EXPENSE		$ 15,145.00	Adjusting budget to reflect current personnel needs.
5100	UTILITIES SHARED SERVICES	UTILITIES	SCADA	EXPENSE		$ 2,188.00	Adjusting budget to reflect current personnel needs.
5100	UTILITIES SHARED SERVICES	UTILITIES	SCADA	EXPENSE		$ 441.00	Adjusting budget to leave fund with a positive ending balance.
5100	UTILITIES SHARED SERVICES	UTILITIES	RATE & ECONOMIC ANALYSIS	EXPENSE		$ 28,304.00	Adjusting budget to reflect current personnel needs.
5100	UTILITIES SHARED SERVICES	UTILITIES	RATE & ECONOMIC ANALYSIS	EXPENSE		$ 443.00	Adjusting budget to reflect current personnel needs.
5100	UTILITIES SHARED SERVICES	UTILITIES	RATE & ECONOMIC ANALYSIS	EXPENSE		$ 1,894.00	Adjusting budget to reflect current personnel needs.
5100	UTILITIES SHARED SERVICES	UTILITIES	RATE & ECONOMIC ANALYSIS	EXPENSE		$ 5,286.00	Adjusting budget to reflect current personnel needs.
5100	UTILITIES SHARED SERVICES	UTILITIES	RATE & ECONOMIC ANALYSIS	EXPENSE		$ 764.00	Adjusting budget to reflect current personnel needs.
5100	UTILITIES SHARED SERVICES	UTILITIES	RATE & ECONOMIC ANALYSIS	EXPENSE		$ 237.00	Adjusting budget to leave fund with a positive ending balance.
5100	UTILITIES SHARED SERVICES	UTILITIES	RATE & ECONOMIC ANALYSIS	EXPENSE		$ 14,907.00	Adjusting budget to reflect current personnel needs.
5100	UTILITIES SHARED SERVICES	UTILITIES	UTILITIES WAREHOUSE	EXPENSE		$ 111.00	Adjusting budget to leave fund with a positive ending balance.
5100	UTILITIES SHARED SERVICES	UTILITIES	UTILITIES WAREHOUSE	EXPENSE		$ 474.00	Adjusting budget to leave fund with a positive ending balance.
5100	UTILITIES SHARED SERVICES	UTILITIES	UTILITIES WAREHOUSE	EXPENSE		$ 36.00	Adjusting budget to leave fund with a positive ending balance.
5100	UTILITIES SHARED SERVICES	UTILITIES	UT BUILDING ADMINISTRATION	EXPENSE		$ 24,865.00	Adjusting budget to reflect current personnel needs.
5100	UTILITIES SHARED SERVICES	UTILITIES	UT BUILDING ADMINISTRATION	EXPENSE		$ 386.00	Adjusting budget to reflect current personnel needs.
5100	UTILITIES SHARED SERVICES	UTILITIES	UT BUILDING ADMINISTRATION	EXPENSE		$ 1,650.00	Adjusting budget to reflect current personnel needs.
5100	UTILITIES SHARED SERVICES	UTILITIES	UT BUILDING ADMINISTRATION	EXPENSE		$ 7,197.00	Adjusting budget to reflect current personnel needs.

26-097

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:**	January 20, 2026
Drafter:	Hayford Danso	**Department:**	City Manager's Office
Title:	**A RESOLUTION AMENDING THE FY2026 - 2031 CAPITAL IMPROVEMENTS PROGRAM.**		

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

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

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

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

SUPPORT INFORMATION:
Exhibit "A" - FY2026-2031 CIP
Attachment "A" - CIP Amendments Description

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

Does this action amend the Capital Improvement Plan (CIP)?
☒ Yes
☐ No

OPTIONS / ALTERNATIVES:
1. Vote "Yes"; this will amend the City of Las Cruces FY2026 through FY2031 CIP.
2. Vote "No"; this will not amend the City of Las Cruces FY2026 through FY2031 CIP.

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

RESOLUTION 26-097

A RESOLUTION AMENDING THE FY2026 - 2031 CAPITAL IMPROVEMENTS PROGRAM.

The City Council is informed that:

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

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

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

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

(I)

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

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031

Exhibit "A"

AMENDED - JANUARY 20, 2026

Project Title	Department	Funded FY2026	Unfunded FY2027	FY2028	FY2029	FY2030	FY2031	Funding Source
Active Transportation		$	$	$	$	$	$	
Active Transportation - Newly Funded		$ -	$ -	$ -	$ -	$ -	$ -	
Active Transportation - Carryover		$ 7,626,922.88	$ 2,555,000.00	$ 500,000.00	$ 500,000.00	$ -	$ -	
Active Transportation Program		$ 7,005,182.50	$ 665,000.00	$ -	$ -	$ -	$ -	
Active Transportation Projects		$ 3,030,370.00	$ -	$ -	$ -	$ -	$ -	**Grants**
Madrid Ave Extension - Evelyn St to N Triviz Dr	Public Works	$ 1,221,457.00	$ -	$ -	$ -	$ -	$ -	**Bonds**
Melendres Ave/Pittsburg - Hadley to Picacho	Public Works	$ 1,094,853.00	$ -	$ -	$ -	$ -	$ -	**Bonds**
Trail Renovations	Parks & Recreation	$ 95,000.00	$ 1,540,000.00	$ 500,000.00	$ 500,000.00	$ -	$ -	**Grants**
Dona Ana Move Trail	Parks & Recreation	$ 909,469.23	$ -	$ -	$ -	$ -	$ -	**Grants**
Tortugas Trail	Parks & Recreation	$ 65,543.64	$ 350,000.00	$ -	$ -	$ -	$ -	**Grants**, Other
University Multi-Use Trail Loop	Parks & Recreation	$ 588,489.17	$ -	$ -	$ -	$ -	$ -	**Grants**, Taxes
Active Transportation - Annual		$ 621,740.38	$ 110,000.00	$ 110,000.00	$ 110,000.00	$ 110,000.00	$ -	
ADA Compliance		$ 621,740.38	$ 110,000.00	$ 110,000.00	$ 110,000.00	$ 110,000.00	$ -	
ADA Sidewalk Program	Public Works	$ 621,740.38	$ 110,000.00	$ 110,000.00	$ 110,000.00	$ 110,000.00	$ -	**Taxes**
Active Transportation - Future		$ -	$ 174,000.00	$ -	$ -	$ -	$ -	
Green Cool Corridors for Bicycles	Sustainability	$ -	$ 174,000.00	$ -	$ -	$ -	$ -	Grants, Taxes
	SUBTOTAL	$ 8,248,663.26	$ 2,665,000.00	$ 610,000.00	$ 610,000.00	$ 110,000.00	$ -	
Airport		$	$	$	$	$	$	
Airport - Newly Funded		$ 1,319,671.00	$ -	$ -	$ -	$ -	$ -	
LRU Airport Automated Weather Observation System (AWOS)	Las Cruces Airport	$ 1,319,671.00	$ 475,000.00	$ -	$ -	$ -	$ -	**Grants**
Airport - Carryover		$ 3,410,524.59	$ 6,850,000.00	$ -	$ -	$ -	$ -	
LRU Runway Improvements		$ 2,906,283.70	$ 1,500,000.00	$ -	$ -	$ -	$ -	
LRU Runway 4-22 Rehabilitation	Las Cruces Airport	$ 2,333,919.66	$ 1,500,000.00	$ -	$ -	$ -	$ -	**Grants**
LRU Runways 8-26 and 12-30 Blast Pads	Las Cruces Airport	$ 572,364.04	$ -	$ -	$ -	$ -	$ -	**Grants, Taxes**
LRU Infrastructure Extensions/Improvements	Las Cruces Airport	$ 481,568.45	$ 5,350,000.00	$ -	$ -	$ -	$ -	**Grants, Taxes**
LRU Airport Infrastructure Improvements		$ 22,672.44						**NMDFA Grant Reauthorized**
Airport - Annual		$ 175,000.00	$ 485,000.00	$ 285,000.00	$ 285,000.00	$ 285,000.00	$ -	
LRU Pavement Maintenance Program	Las Cruces Airport	$ -	$ 400,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ -	Other, Taxes
LRU Pavement Striping/Marking Maintenance Program	Las Cruces Airport	$ 175,000.00	$ 85,000.00	$ 85,000.00	$ 85,000.00	$ 85,000.00	$ -	**Grants, Taxes**
Airport - Future		$ -	$ 18,539,000.00	$ 7,050,000.00	$ 5,150,000.00	$ 38,770,000.00	$ 17,500,000.00	
LRU Runway Improvements		$ -	$ -	$ -	$ -	$ 27,500,000.00	$ 17,500,000.00	
LRU Runway 12/30 Extension	Las Cruces Airport	$ -	$ -	$ -	$ -	$ -	$ 17,500,000.00	Grants, Other, Taxes
Runway 8/26 Extension	Las Cruces Airport	$ -	$ -	$ -	$ -	$ 27,500,000.00	$ -	Grants, Taxes
LRU Airline Ground Support Equipment Facility Design and Construction	Las Cruces Airport	$ -	$ -	$ -	$ 750,000.00	$ -	$ -	Other
LRU Airport Automated Weather Observation System (AWOS)	Las Cruces Airport	$ -	$ 475,000.00	$ -	$ -	$ -	$ -	Grants, Taxes
LRU Airport Maintenance Equipment	Las Cruces Airport	$ -	$ -	$ 750,000.00	$ -	$ -	$ -	Grants, Taxes
LRU Airport Rotating Beacon	Las Cruces Airport	$ -	$ 345,000.00	$ -	$ -	$ -	$ -	Grants, Taxes
LRU Apron West Rehabilitation	Las Cruces Airport	$ -	$ -	$ -	$ -	$ 70,000.00	$ -	Grants, Taxes
LRU ARFF (Airport Rescue and Fire Fighting) Index B Equipment Upgrades	Las Cruces Airport	$ -	$ 1,600,000.00	$ -	$ -	$ -	$ -	Grants, Taxes
LRU Commercial Hangar Design and Construction	Las Cruces Airport	$ -	$ -	$ 2,850,000.00	$ -	$ -	$ -	Grants, Taxes
LRU East Road Extensions/Improvements	Las Cruces Airport	$ -	$ -	$ -	$ -	$ 11,200,000.00	$ -	Other
LRU Fuel Farm Relocation and Expansion	Las Cruces Airport	$ -	$ -	$ -	$ 1,900,000.00	$ -	$ -	Other
LRU Maintenance Facility Design and Construction	Las Cruces Airport	$ -	$ 550,000.00	$ -	$ -	$ -	$ -	Grants
LRU Multi-Modal Public Passenger Transit Facility	Las Cruces Airport	$ -	$ -	$ -	$ 2,500,000.00	$ -	$ -	Other
LRU Passenger Terminal Design and Construction	Las Cruces Airport	$ -	$ 9,600,000.00	$ -	$ -	$ -	$ -	Grants, Taxes
LRU Passenger Terminal Parking Design and Construction	Las Cruces Airport	$ -	$ 1,600,000.00	$ -	$ -	$ -	$ -	Grants, Taxes
LRU Taxi Lane Extensions/Improvements	Las Cruces Airport	$ -	$ -	$ 3,450,000.00	$ -	$ -	$ -	Other
Taxiway C Rehabilitation	Las Cruces Airport	$ -	$ 4,369,000.00	$ -	$ -	$ -	$ -	Grants, Other, Taxes
	SUBTOTAL	$ 4,905,195.59	$ 25,874,000.00	$ 7,335,000.00	$ 5,435,000.00	$ 39,055,000.00	$ 17,500,000.00	

CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031

AMENDED - JANUARY 20, 2026

Project Title	Department	Funded FY2026	Unfunded FY2027	FY2028	FY2029	FY2030	FY2031	Funding Source
Attainable/Affordable Housing		$	$	$	$	$	$	
Attainable/Affordable Housing - Newly Funded		$ 9,261,834.00	$ -	$ -	$ -	$ -	$ -	
Arcadia 4 Subdivision	Housing and Neighborhood Svcs	$ 3,250,000.00	$ -	$ -	$ -	$ -	$ -	**Grants, Other**
Affordable Housing Trust Fund and Land Bank Projects	Housing and Neighborhood Svcs	$ 4,972,334.00	$ -	$ -	$ -	$ -	$ -	**Grants, Other**
Paseos Verdes	Housing and Neighborhood Svcs	$ 1,039,500.00	$ 6,000,000.00	$ 2,000,000.00	$ 2,000,000.00	$ 2,000,000.00	$ -	Bonds, **Grants,** Taxes
Attainable/Affordable Housing - Carryover		$ 16,487,106.83	$ 3,537,401.00	$ -	$ -	$ -	$ -	
MVCoH Campus Extension (Amador Crossing)	Housing and Neighborhood Svcs	$ 16,487,106.83	$ 2,737,401.00	$ -	$ -	$ -	$ -	**Grants, Telshor**
Attainable/Affordable Housing - Annual		$ -	$ -	$ -	$ -	$ -	$ -	
Attainable/Affordable Housing - Future		$ -	$ 12,550,000.00	$ 7,050,000.00	$ 14,050,000.00	$ 7,050,000.00	$ 5,050,000.00	
Affordable Housing Trust Fund and Land Bank Projects	Housing and Neighborhood Svcs	$ -	$ 5,500,000.00	$ 5,050,000.00	$ 10,050,000.00	$ 5,050,000.00	$ 5,050,000.00	Bonds, Grants, Other
Lift Up Las Cruces - Street Improvements		$ -	$ 7,050,000.00	$ 2,000,000.00	$ 2,000,000.00	$ 2,000,000.00	$ -	
	SUBTOTAL	$ 25,748,940.83	$ 16,087,401.00	$ 7,050,000.00	$ 14,050,000.00	$ 7,050,000.00	$ 5,050,000.00	
City Operational Facilities		$	$	$	$	$	$	
City Operational Facilities - Newly Funded		$ -	$ -	$ -	$ -	$ -	$ -	
City Operational Facilities - Carryover		$ 278,650.46	$ -	$ -	$ -	$ -	$ -	
Safety, Health, Environmental & Emergency		$ 278,650.46	$ -	$ -	$ -	$ -	$ -	
City Hall Security Upgrades	Facilities Management	$ 15,436.46	$ -	$ -	$ -	$ -	$ -	**Taxes**
HR Remodel	Facilities Management	$ 110,000.00	$ -	$ -	$ -	$ -	$ -	**Taxes**
Surveillance and Access Controls (Key Cards)	Facilities Management	$ 153,214.00	$ -	$ -	$ -	$ -	$ -	**Taxes**
General Facilities Improvements		$ -	$ -	$ -	$ -	$ -	$ -	
Energy Efficiency Program - IGA	Facilities Management	$ -	$ -	$ -	$ -	$ -	$ -	Taxes
City Operational Facilities - Annual		$ -	$ 1,016,500.00	$ 255,500.00	$ 255,500.00	$ 255,500.00	$ -	
Safety, Health, Environmental & Emergency		$ -	$ 1,016,500.00	$ 255,500.00	$ 255,500.00	$ 255,500.00	$ -	
Safety, Health, Environmental, & Emergency	Facilities Management	$ -	$ 1,016,500.00	$ 255,500.00	$ 255,500.00	$ 255,500.00	$ -	Taxes
City Operational Facilities - Future		$ -	$ 10,146,500.00	$ 300,000.00	$ 210,000.00	$ 200,000.00	$ -	
General Facilities Improvements		$ -	$ 7,922,500.00	$ -	$ -	$ -	$ -	
City Hall Expansion	Facilities Management	$ -	$ 7,500,000.00	$ -	$ -	$ -	$ -	Other
East Mesa Center Emergency Generator (Sage Café)	Quality of Life	$ -	$ 422,500.00	$ -	$ -	$ -	$ -	Grants, Taxes
HVAC Upgrade Program		$ -	$ 400,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ -	
HVAC Upgrade Program	Facilities Management	$ -	$ 400,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ -	Taxes
Refuse & Recycling Buffer Program		$ -	$ 24,000.00	$ 100,000.00	$ 10,000.00	$ -	$ -	
Refuse & Recycling Buffer Program	Facilities Management	$ -	$ 24,000.00	$ 100,000.00	$ 10,000.00	$ -	$ -	Taxes
East Mesa Outdoor Pool - Ground Stabilization	Parks & Recreation	$ -	$ 1,100,000.00	$ -	$ -	$ -	$ -	ARPA, Bonds, Grants, Taxes
Office Renovation - Castaneda Service Center	Parks & Recreation	$ -	$ 100,000.00	$ -	$ -	$ -	$ -	ARPA, Bonds, Grants, Other, Taxes
Satellite Park Maintenance Yard and Facility	Parks & Recreation	$ -	$ 600,000.00	$ -	$ -	$ -	$ -	ARPA, Bonds, Grants, Other, Taxes
	SUBTOTAL	$ 278,650.46	$ 11,163,000.00	$ 555,500.00	$ 465,500.00	$ 455,500.00	$ -	
Equipment & IT		$	$	$	$	$	$	
Equipment & IT - Newly Funded		$ -	$ 181,500.00	$ -	$ -	$ -	$ -	
Access Channel Capital Improvement	Communications	$ -	$ 181,500.00	$ -	$ -	$ -	$ -	Other
Equipment & IT - Carryover		$ -	$ -	$ -	$ -	$ -	$ -	
Safety, Health, Environmental & Emergency		$ -	$ -	$ -	$ -	$ -	$ -	
Senior Program Equipment and Rolling Stock	Quality of Life	$ -	$ -	$ -	$ -	$ -	$ -	Grants, Taxes
Equipment & IT - Annual		$ -	$ -	$ -	$ -	$ -	$ -	
Equipment & IT - Future		$ -	$ 483,000.00	$ 92,000.00	$ -	$ -	$ -	
Audio and Visual Equipment Upgrades for City Hall	Facilities Management	$ -	$ 383,000.00	$ 92,000.00	$ -	$ -	$ -	Taxes
Large Equipment - New and Replacement	Parks & Recreation	$ -	$ 100,000.00	$ -	$ -	$ -	$ -	ARPA, Bonds, Grants, Other, Taxes
	SUBTOTAL	$ -	$ 664,500.00	$ 92,000.00	$ -	$ -	$ -	

CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
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AMENDED - JANUARY 20, 2026

Project Title	Department	Funded FY2026	Unfunded FY2027	FY2028	FY2029	FY2030	FY2031	Funding Source
Non-Profit		$	$	$	$	$	$	
Non-Profit - Newly Funded		$ 584,100.00	$ -	$ -	$ -	$ -	$ -	
MVCoH Master Plan Implementation	Housing and Neighborhood Svcs	$ 584,100.00	$ 4,000,000.00	$ 2,000,000.00	$ 2,000,000.00	$ -	$ -	**Grants**, Taxes
Non-Profit - Carryover		$ 6,424,934.56	$ 16,224,356.00	$ -	$ -	$ -	$ -	
MVCoH Health Facility		$ 31,314.63	$ -	$ -	$ -	$ -	$ -	
MVCH Health Facility Improvements	Non-Profit	$ 31,314.63	$ -	$ -	$ -	$ -	$ -	**Grants**
Arts and Cultural District Improvements	Non-Profit	$1,521,448.01	$ -	$ -	$ -	$ -	$ -	**Grants**
Jardin de los Niños Re-Roof	Non-Profit	$ 7,745.30	$ 150,000.00	$ -	$ -	$ -	$ -	**Grants**
La Casa, Inc. Improvements (Flooring, Painting, Shade Structure)	Non-Profit	$ 72,447.60	$ -	$ -	$ -	$ -	$ -	**Grants**
La Casa, Inc. Safety and Security Improvements	Non-Profit	$ 574,200.00	$ 500,000.00	$ -	$ -	$ -	$ -	**Grants**
MV Community of Hope Expansion Remodel	Non-Profit	$ 874,811.76	$ 1,000,000.00	$ -	$ -	$ -	$ -	**Grants**
MVCoH Restroom Showers & Mechanical Room	Facilities Management	$ 387,125.00	$ -	$ -	$ -	$ -	$ -	**Telshor**
The Kitchens at MVCOH	Non-Profit	$ 2,955,842.26	$ 14,574,356.00	$ -	$ -	$ -	$ -	**Grants**
Non-Profit - Annual		$ -	$ -	$ -	$ -	$ -	$ -	
Non-Profit - Future		$ -	$ 7,320,000.00	$ 2,000,000.00	$ 2,000,000.00	$ -	$ -	
MVCoH Health Facility		$ -	$ 330,000.00	$ -	$ -	$ -	$ -	
Health Facility Phase IV	Non-Profit	$ -	$ 330,000.00	$ -	$ -	$ -	$ -	Grants
Jardin de los Niños Security Improvements	Non-Profit	$ -	$ 200,000.00	$ -	$ -	$ -	$ -	Grants
MVCH Bldg 1 Solar Project	Non-Profit	$ -	$ 600,000.00	$ -	$ -	$ -	$ -	Other
MVCH Patio to Office Remodel	Non-Profit	$ -	$ 1,000,000.00	$ -	$ -	$ -	$ -	Grants
MVCH Solar Parking Structure	Non-Profit	$ -	$ 600,000.00	$ -	$ -	$ -	$ -	Grants
	SUBTOTAL	$ 7,009,034.56	$ 23,544,356.00	$ 2,000,000.00	$ 2,000,000.00	$ -	$ -	
Other		$	$	$	$	$	$	
Other - Newly Funded		$ -	$ -	$ -	$ -	$ -	$ -	
Other - Carryover		$ -	$ -	$ -	$ -	$ -	$ -	
Other - Annual		$ -	$ -	$ -	$ -	$ -	$ -	
Other - Future		$ -	$ 653,000.00	$ -	$ -	$ -	$ -	
Parks and Recreation Master Plan Update	Parks & Recreation	$ -	$ 433,000.00	$ -	$ -	$ -	$ -	Grants, Other, Taxes
QOL Bookmobile	Quality of Life	$ -	$ 220,000.00	$ -	$ -	$ -	$ -	Bonds, Grants, Other, Taxes, TIDD
	SUBTOTAL	$ -	$ 653,000.00	$ -	$ -	$ -	$ -	
Park Improvements		$	$	$	$	$	$	
Park Improvements - Newly Funded		$ -	$ -	$ -	$ -	$ -	$ -	
Park Improvements - Carryover		$ 7,895,754.10	$ 9,250,007.19	$ 2,650,000.00	$ 2,775,000.00	$ 2,900,000.00	$ 3,025,000.00	
Apodaca Park Aquatic Playground and Multi-Use Path	Parks & Recreation	$ 3,302,977.17	$ -	$ -	$ -	$ -	$ -	**Grants, PIF, Taxes**
Ballfield/Multi-Use Field Renovations & Upgrades	Parks & Recreation	$ 14,716.22	$ 3,344,000.00	$ -	$ -	$ -	$ -	ARPA, Bonds, **Grants**, Taxes
Benavidez Community Center Park Improvements	Parks & Recreation	$ 734,599.40	$ 619,007.19	$ -	$ -	$ -	$ -	**Grants, PIF**
Gallagher Park Improvements - Design/Construction	Parks & Recreation	$ 6,482.35	$ -	$ -	$ -	$ -	$ -	**Bonds**
Klein Park Improvements	Parks & Recreation	$ -	$ 57,000.00	$ -	$ -	$ -	$ -	Grants, PIF
Legacy Park Renovations	Parks & Recreation	$ 941,559.00	$ 5,075,000.00	$ 2,650,000.00	$ 2,775,000.00	$ 2,900,000.00	$ 3,025,000.00	ARPA, Bonds, **Grants,** Other, PIF, Taxes
Park Drinking Fountains	Parks & Recreation	$ 1,081,917.00	$ 55,000.00	$ -	$ -	$ -	$ -	Grants, **Telshor Fund**
Pioneer Women's Park improvements	Parks & Recreation	$ 741,820.68	$ -	$ -	$ -	$ -	$ -	**Grants**
Skate Park Improvements	Parks & Recreation	$ 603,420.22	$ -	$ -	$ -	$ -	$ -	**Grants, PIF**
Valley View Park - Heske Garden Lighting Replacement	Parks & Recreation	$ 468,262.06	$ -	$ -	$ -	$ -	$ -	**Grants**, Taxes

CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
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AMENDED - JANUARY 20, 2026

Project Title	Department	Funded FY2026	Unfunded FY2027	FY2028	FY2029	FY2030	FY2031	Funding Source
Park Improvements - Annual		$ 2,483,172.07	$ 5,973,000.00	$ 2,325,000.00	$ 1,926,000.00	$ 2,526,000.00	$ 500,000.00	
Neighborhood Parks		$ 1,879,367.07	$ 4,900,000.00	$ 1,800,000.00	$ 1,900,000.00	$ 2,000,000.00	$ -	
Playground Renovations	Parks & Recreation	$ 1,879,367.07	$ 4,900,000.00	$ 1,800,000.00	$ 1,900,000.00	$ 2,000,000.00	$ -	**Grants**, Other, Telshor Fund
Parks Shade Structures		$ 23,250.00	$ 73,000.00	$ 25,000.00	$ 26,000.00	$ 26,000.00	$ -	
Shade structure replacement	Parks & Recreation	$ 23,250.00	$ 73,000.00	$ 25,000.00	$ 26,000.00	$ 26,000.00	$ -	**Taxes**
Park Restroom Improvements and New Restrooms	Parks & Recreation	$ 580,555.00	$ 1,000,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	**PIF**
Park Improvements - Future		$ -	$ 5,894,000.00	$ 13,500,000.00	$ 30,150,000.00	$ 29,750,000.00	$ 150,000.00	
Parks and Recreational Facilities Structural Renovations		$ -	$ 1,460,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	
Light Poles at Hadley Fields	Facilities Management	$ -	$ 1,010,000.00	$ -	$ -	$ -	$ -	Bonds, Grants, Taxes
Parks and Recreational Facilities Enhancements	Parks & Recreation	$ -	$ 450,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	Taxes
Burn Lake Improvements	Parks & Recreation	$ -	$ 300,000.00	$ 3,000,000.00	$ -	$ -	$ -	ARPA, Bonds, Grants, Other, PIF, Taxes
Four Field Baseball/Softball Complex	Parks & Recreation	$ -	$ 400,000.00	$ 5,950,000.00	$ -	$ -	$ -	Other
Park Improvements - Annual (Continuation)								
Multi-Use Recreation Center	Parks & Recreation	$ -	$ 1,800,000.00	$ 4,400,000.00	$ 30,000,000.00	$ 29,600,000.00	$ -	Bonds, Grants, Other, Taxes
Soldados Field Lighting	Parks & Recreation	$ -	$ 1,200,000.00	$ -	$ -	$ -	$ -	Bonds, Grants, PIF, Taxes
Soldados Field Restroom	Parks & Recreation	$ -	$ 600,000.00	$ -	$ -	$ -	$ -	Bonds, Grants, PIF, Taxes
Veterans Memorial Park Restroom Plumbing Repairs and Upgrades	Parks & Recreation	$ -	$ 134,000.00	$ -	$ -	$ -	$ -	Other
	SUBTOTAL	**$ 10,378,926.17**	**$ 21,117,007.19**	**$ 18,475,000.00**	**$ 34,851,000.00**	**$ 35,176,000.00**	**$ 3,675,000.00**	
Parks - New		$	$	$	$	$	$	
Parks - New - Newly Funded		$ 2,000,000.00	$ -	$ -	$ -	$ -	$ -	
Bike Park	Parks & Recreation	$ 2,000,000.00	$ 4,983,700.00	$ -	$ 1,407,498.00	$ -	$ -	ARPA, Bonds, Grants, Other, PIF, Taxes
Parks - New - Carryover		$ 3,536,843.86	$ 3,995,000.00	$ 920,000.00	$ 500,000.00	$ 920,000.00	$ 920,000.00	
Neighborhood Parks		$ 1,054,895.22	$ 2,760,000.00	$ 920,000.00	$ 500,000.00	$ 920,000.00	$ 920,000.00	
Developer Neighborhood Park Reimbursement	Parks & Recreation	$ 1,054,895.22	$ 2,760,000.00	$ 920,000.00	$ 500,000.00	$ 920,000.00	$ 920,000.00	**PIF**
Chandler Tank Park Phase 1	Parks & Recreation	$ 1,079,202.05	$ -	$ -	$ -	$ -	$ -	**Bonds, PIF, Taxes**
East Mesa Public Safety Area Park	Parks & Recreation	$ 100,000.00	$ -	$ -	$ -	$ -	$ -	**PIF**
Highland Park	Parks & Recreation	$ 566,490.69	$ -	$ -	$ -	$ -	$ -	**Bonds, PIF, Taxes**
LCIIP Gateway Signage	Economic Development	$ 480,000.00	$ 85,000.00	$ -	$ -	$ -	$ -	Bonds, Grants, Taxes
New Skate Park	Parks & Recreation	$ 21,255.90	$ 1,150,000.00	$ -	$ -	$ -	$ -	Bonds, Grants, Other, PIF
Veteran's Memorial Park Enhancements	Parks & Recreation	$ 235,000.00	$ -	$ -	$ -	$ -	$ -	ARPA, Bonds, Grants, Taxes
Parks - New - Annual		$ 600,000.00	$ 1,550,000.00	$ 800,000.00	$ 800,000.00	$ 800,000.00	$ 950,000.00	**Bonds**
Neighborhood Parks		$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	**Bonds**
Neighborhood Parks	Parks & Recreation	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	**PIF**
Land Acquisition, Planning, and Design for Parks	Parks & Recreation	$ 100,000.00	$ 1,050,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 450,000.00	**Bonds**, PIF
Parks - New - Future		$ -	$ 5,333,700.00	$ 3,500,000.00	$ 1,407,498.00	$ 2,000,000.00	$ 240,000.00	
Event Park	Parks & Recreation	$ -	$ -	$ -	$ -	$ -	$ 240,000.00	ARPA, Bonds, Grants, Other, PIF
Waterfalls Park	Parks & Recreation	$ -	$ 350,000.00	$ 3,500,000.00	$ -	$ 2,000,000.00	$ -	Bonds, Grants, PIF, Taxes
	SUBTOTAL	**$ 6,136,843.86**	**$ 10,878,700.00**	**$ 5,220,000.00**	**$ 2,707,498.00**	**$ 3,720,000.00**	**$ 2,110,000.00**	

CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
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AMENDED - JANUARY 20, 2026

Project Title	Department	Funded FY2026	Unfunded FY2027	FY2028	FY2029	FY2030	FY2031	Funding Source
Public Facilities		$	$	$	$	$	$	
Public Facilities - Newly Funded		$ 819,420.08	$ -	$ -	$ -	$ -	$ -	
DC Fast Charger - Electric Vehicle Charger	Sustainability	$ 522,420.08	$ -	$ -	$ -	$ -	$ -	**Grant**
ADA Compliance								
ADA Compliance	Public Works	$ 297,000.00						
Public Facilities - Carryover		$ 24,602,243.57	$ 36,966,431.64	$ 43,479,721.32	$ 7,672,226.32	$ 7,672,226.32	$ 59,000.00	
General Facilities Improvements		$ 9,730,411.59	$ 20,479,442.00	$ 35,607,495.00	$ 1,000,000.00	$ 1,000,000.00	$ -	
Amador Hotel Renovation	Quality of Life	$ 4,811,333.14	$ 2,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ -	**Grants**, Taxes, TIDD
Benavidez Center Kitchen Floor	Quality of Life	$ 82,465.45	$ -	$ -	$ -	$ -	$ -	**Grants**, Taxes
Branch Library	Quality of Life	$ 29,754.68	$ 1,750,000.00	$ 17,500,000.00	$ -	$ -	$ -	**Bonds**, Other, Taxes
Branigan Library Renovation and Expansion	Quality of Life	$ 1,767,127.71	$ 15,310,642.00	$ 17,107,495.00	$ -	$ -	$ -	**Bonds**, Grants, Taxes, TIDD
Frank O'Brien Papen Community Center Rehabilitation	Facilities Management	$ 10,777.79	$ 448,800.00	$ -	$ -	$ -	$ -	**Taxes**
Meerscheidt Recreation Center - Remodel/Expansion	Parks & Recreation	$ 2,157,678.12	$ -	$ -	$ -	$ -	$ -	**Bonds, Taxes**
Munson Senior Center Renovations	Quality of Life	$ 661,274.70	$ -	$ -	$ -	$ -	$ -	**Grants**
Museum of Nature & Science Atrium Redesign	Quality of Life	$ -	$ -	$ -	$ -	$ -	$ -	**Grants, TIDD**
Museum Technology Improvements	Quality of Life	$ 210,000.00	$ -	$ -	$ -	$ -	$ -	**TIDD**
Generator Buffer Program		$ -	$ 65,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ -	
Generator Buffer Program	Facilities Management	$ -	$ 65,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ -	Taxes
Generator Replacement Program		$ -	$ 292,537.00	$ 59,000.00	$ 59,000.00	$ 59,000.00	$ 59,000.00	
Generator Replacement Program	Facilities Management	$ -	$ 292,537.00	$ 59,000.00	$ 59,000.00	$ 59,000.00	$ 59,000.00	Taxes
Roof Replacement Program		$ 13,465,446.04	$ 118,000.00	$ -	$ -	$ -	$ -	
Municipal Court Re-Roof	Facilities Management	$ 350,000.00	$ -	$ -	$ -	$ -	$ -	**Bonds**
Museum of Art/MoNaS Re-Roof	Facilities Management	$ 1,260,500.00	$ -	$ -	$ -	$ -	$ -	**Bonds**, TIDD
Rio Grande Theater Re-Roof	Facilities Management	$ 271,250.00	$ 118,000.00	$ -	$ -	$ -	$ -	**TIDD**
Branigan Cultural Center Improvements	Quality of Life	$ 1,000,000.00	$ 2,000,000.00	$ 1,200,000.00	$ -	$ -	$ -	**Grants**, Taxes, TIDD
East Mesa Public Recreational Complex	Public Works	$ 3,906,557.00	$ -	$ -	$ -	$ -	$ -	**Bonds**
Electrical Vehicle Fleet Chargers	Facilities Management	$ 72,673.92	$ 75,000.00	$ -	$ -	$ -	$ -	**Taxes**
GO Bond - ARPA	Public Works	$ -	$ -	$ -	$ -	$ -	$ -	**Bonds**
GO Bond 2022- E. Mesa Recreation Complex	Public Works	$ 1,140,846.56	$ -	$ -	$ -	$ -	$ -	**Bonds**
GO Bond 2022- Parks Improvements	Public Works	$ 2,034,781.31	$ -	$ -	$ -	$ -	$ -	**Bonds**
GO Bond 2022- Public Art	Quality of Life	$ 240,000.00	$ -	$ -	$ -	$ -	$ -	**Bonds**
Public Facilities - Carryover (Continuation)								
Municipal Court Rehabilitiation	Public Works	$ 400,000.00	$ 13,236,452.64	$ 6,598,226.32	$ 6,598,226.32	$ 6,598,226.32	$ -	**Bonds**, Grants, Taxes, TIDD
Plaza Shade Structures	Economic Development	$ 2,400,000.00	$ -	$ -	$ -	$ -	$ -	**Bonds, Taxes**
Public Art Rollover Funding	Quality of Life	$ 88,837.25	$ -	$ -	$ -	$ -	$ -	**Taxes**
Regional Community Pool	Public Works	$ -	$ -	$ -	$ -	$ -	$ -	Bonds
Villa Mora Dam Park	Parks & Recreation	$ 300,000.00	$ -	$ -	$ -	$ -	$ -	**Grants, Taxes**
Voluntary Assessment District Phase II	Public Works	$ -	$ -	$ -	$ -	$ -	$ -	Bonds
	SUBTOTAL	$ 25,421,663.65	$ 36,966,431.64	$ 43,479,721.32	$ 7,672,226.32	$ 7,672,226.32	$ 59,000.00	

CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
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Project Title	Department	Funded FY2026	Unfunded FY2027	FY2028	FY2029	FY2030	FY2031	Funding Source
		$	$	$	$	$	$	
Public Facilities - Annual		$ 1,330,712.35	$ 10,040,367.00	$ 3,553,070.00	$ 3,533,070.00	$ 2,863,070.00	$ -	
ADA Compliance		$ -	$ 502,400.00	$ 101,200.00	$ 101,200.00	$ 101,200.00	$ -	
ADA Compliance	Facilities Management	$ -	$ 202,400.00	$ 101,200.00	$ 101,200.00	$ 101,200.00	$ -	Bonds, Grants, Taxes
Downtown Parking Lots Renovation		$ -	$ 561,000.00	$ 280,500.00	$ 280,500.00	$ 280,500.00	$ -	
Downtown Parking Lot Program	Facilities Management	$ -	$ 561,000.00	$ 280,500.00	$ 280,500.00	$ 280,500.00	$ -	**TIDD**
Facility Parking Lot Program		$ 157,678.12	$ 2,124,600.00	$ 482,800.00	$ 482,800.00	$ 257,800.00	$ -	
Facility Parking Lot Program	Facilities Management	$ 157,678.12	$ 1,609,000.00	$ 225,000.00	$ 225,000.00	$ -	$ -	**Taxes**
Parks Parking Lot Rehabilitation Program	Facilities Management	$ -	$ 515,600.00	$ 257,800.00	$ 257,800.00	$ 257,800.00	$ -	**Bonds, Grants, Taxes**
General Facilities Improvements		$ 118,411.23	$ 1,387,940.00	$ 656,470.00	$ 651,470.00	$ 656,470.00	$ -	
General Facilities Improvement Program	Facilities Management	$ 118,411.23	$ 1,000,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ -	**Taxes, Telshor**
WIA Building (Women's Improvement Association) Rehabilitation	Facilities Management	$ -	$ 387,940.00	$ 156,470.00	$ 151,470.00	$ 156,470.00	$ -	Taxes, Grants
Parks Parking Lots		$ -	$ 900,000.00	$ 450,000.00	$ 450,000.00	$ -	$ -	
Parks Parking Lot Program	Parks & Recreation	$ -	$ 900,000.00	$ 450,000.00	$ 450,000.00	$ -	$ -	Grants, Other, Taxes
Roof Replacement Program		$ 739,623.00	$ 1,388,927.00	$ 336,600.00	$ 336,600.00	$ 336,600.00	$ -	
Facility Roof Replacement Program	Facilities Management	$ 199,623.00	$ 1,072,146.00	$ 336,600.00	$ 336,600.00	$ 336,600.00	$ -	**Bonds, Taxes, TIDD**
Meerscheidt Center Re-Roof	Facilities Management	$ 540,000.00	$ -	$ -	$ -	$ -	$ -	**Bonds**
Re-Roof of Castaneda Building	Facilities Management	$ -	$ 316,781.00	$ -	$ -	$ -	$ -	Taxes
Safety, Health, Environmental & Emergency		$ 315,000.00	$ 3,025,500.00	$ 1,170,500.00	$ 1,155,500.00	$ 1,155,500.00	$ -	
City Security Program	Facilities Management	$ 175,000.00	$ 555,500.00	$ 270,500.00	$ 255,500.00	$ 255,500.00	$ -	**Taxes**
City Vacant /Abandoned Lots	Facilities Management	$ -	$ 1,650,000.00	$ 825,000.00	$ 825,000.00	$ 825,000.00	$ -	Taxes
Park Sidewalk Repair Program	Facilities Management	$ 65,000.00	$ 150,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ -	Grants, **Taxes**
Security & Fire Alarm Program	Facilities Management	$ -	$ 670,000.00	$ -	$ -	$ -	$ -	Taxes, TIDD
Convention Center FF&E	Visit Las Cruces	$ 75,000.00	$ 150,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ -	**Taxes**
Public Facilities - Future		$ -	$ 15,405,180.00	$ 8,055,000.00	$ 26,481,000.00	$ 650,000.00	$ -	
General Facilities Improvements		$ -	$ 10,993,180.00	$ 2,200,000.00	$ 15,200,000.00	$ -	$ -	
East Mesa Multi-Generational Center Expansion (Sage Café)	Quality of Life	$ -	$ 3,083,180.00	$ -	$ -	$ -	$ -	Taxes
Eastside Purchase and Renovation	Quality of Life	$ -	$ 2,575,000.00	$ -	$ -	$ -	$ -	Bonds, Grants, Taxes
Munson Center Bathrooms	Quality of Life	$ -	$ 250,000.00	$ -	$ -	$ -	$ -	Grants, Taxes
Munson Center Floor	Quality of Life	$ -	$ 750,000.00	$ -	$ -	$ -	$ -	Grants, Taxes
Museum of Art Improvements	Quality of Life	$ -	$ 615,000.00	$ 200,000.00	$ -	$ -	$ -	Grants, Taxes
Museum of Art/MoNaS Remodel	Quality of Life	$ -	$ 3,000,000.00	$ -	$ 15,000,000.00	$ -	$ -	Bonds, Grants, Taxes
Railroad Museum Exterior Improvements	Quality of Life	$ -	$ 375,000.00	$ -	$ -	$ -	$ -	Bonds, Grants, Taxes
Sage Café Library Expansion	Quality of Life	$ -	$ 200,000.00	$ 2,000,000.00	$ 200,000.00	$ -	$ -	Grants, Taxes
Senior Programs Master Plan	Quality of Life	$ -	$ 145,000.00	$ -	$ -	$ -	$ -	Grants, Taxes
Safety, Health, Environmental & Emergency		$ -	$ 1,300,000.00	$ 650,000.00	$ 650,000.00	$ 650,000.00	$ -	
Rehabilitation and Demolition of Vacant Buildings	Facilities Management	$ -	$ 1,300,000.00	$ 650,000.00	$ 650,000.00	$ 650,000.00	$ -	Taxes
Branigan Library Rehabilitation	Facilities Management	$ -	$ 249,500.00	$ 2,750,000.00	$ 1,111,000.00	$ -	$ -	Bonds, Grants, Taxes
Legends West Facility Master Plan	Parks & Recreation	$ -	$ 150,000.00	$ -	$ -	$ -	$ -	ARPA, Bonds, Grants, Other, PIF, Taxes
MoNaS Nature Center Redesign	Quality of Life	$ -	$ 250,000.00	$ -	$ -	$ -	$ -	Grants, Taxes, TIDD
Museum System Collections Storage	Quality of Life	$ -	$ -	$ -	$ 9,500,000.00	$ -	$ -	Bonds, Grants, Taxes
Plugged in for Good Community Resilience & Energy Hub	Sustainability	$ -	$ 1,932,500.00	$ 2,000,000.00	$ -	$ -	$ -	Grants
Railroad Museum Reinterpretation	Quality of Life	$ -	$ 60,000.00	$ 225,000.00	$ -	$ -	$ -	Grants, Taxes
Safe Haven Outdoor Classroom	Parks & Recreation	$ -	$ 20,000.00	$ 230,000.00	$ 20,000.00	$ -	$ -	ARPA, Bonds, Grants, PIF, Taxes
	SUBTOTAL	**$ 26,752,376.00**	**$ 62,411,978.64**	**$ 55,087,791.32**	**$ 37,686,296.32**	**$ 11,185,296.32**	**$ 59,000.00**	

CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031

AMENDED - JANUARY 20, 2026

Project Title	Department	Funded FY2026	Unfunded FY2027	FY2028	FY2029	FY2030	FY2031	Funding Source
Public Safety		$	$	$	$	$	$	
Public Safety - Newly Funded		$ 620,000.00	$ -	$ -	$ -	$ -	$ -	
Statewide Critical Incident Response Vehicles	Police Department	$ 620,000.00						
Public Safety - Carryover		$ 23,796,729.79	$ 13,938,068.00	$ -	$ -	$ -	$ -	
Police Department Equipment		$ 235,704.81	$ 1,238,068.00	$ -	$ -	$ -	$ -	
Police Shooting Range	Police Department	$ 235,704.81	$ 290,500.00	$ -	$ -	$ -	$ -	**Grants**, Other
Public Safety Regional Communication System Improvements	Police Department	$ -	$ 500,500.00	$ -	$ -	$ -	$ -	**Grants**
Public Safety Vehicle SWAT Command Vehicle	Police Department	$ -	$ 100,000.00	$ -	$ -	$ -	$ -	Grants
Public Safety Vehicles - Bearcat	Police Department	$ -	$ 347,068.00	$ -	$ -	$ -	$ -	Grants
Safety, Health, Environmental & Emergency		$ 23,561,024.98	$ 12,300,000.00	$ -	$ -	$ -	$ -	
MIH and CIT response station	Fire Department	$ 11,076,137.98	$ 3,000,000.00	$ -	$ -	$ -	$ -	**Grants**
Real Time Crime Center (RTCC)	Police Department	$ 2,621,786.00	$ 2,000,000.00	$ -	$ -	$ -	$ -	**Grants, Taxes**
Fire Station 4 Remodel		$ 550,000.00						
Fire Station 9 Build	Public Works	$ 9,313,101.00	$ -	$ -	$ -	$ -	$ -	**Bonds, Grants, Telshor**
Police Department Building Renovation	Police Department	$ -	$ 400,000.00	$ -	$ -	$ -	$ -	Grants, Taxes
Public Safety - Annual		$ 18,799.65	$ 9,050,000.00	$ 240,000.00	$ -	$ -	$ -	
Fire Station Improvements		$ 18,799.65	$ 5,562,000.00	$ -	$ -	$ -	$ -	
Fire Stations Improvements	Fire Department	$ 18,799.65	$ 5,562,000.00	$ -	$ -	$ -	$ -	**Grants**
Fire Department Vehicles and Equipment	Fire Department	$ -	$ 3,008,000.00	$ -	$ -	$ -	$ -	Bonds
Fire Station Equipment	Fire Department	$ -	$ 480,000.00	$ 240,000.00	$ -	$ -	$ -	Grants
Public Safety - Future		$ -	$ 3,766,919.00	$ 15,675,000.00	$ 57,000,000.00	$ -	$ -	
Facility Parking Lot Program		$ -	$ 45,000.00	$ -	$ -	$ -	$ -	
Police North Parking Lot Fencing	Police Department	$ -	$ 20,000.00	$ -	$ -	$ -	$ -	Taxes
Police Parking Lot Resurfacing	Police Department	$ -	$ 25,000.00	$ -	$ -	$ -	$ -	Taxes
Police Department Equipment		$ -	$ 3,020,000.00	$ 9,000,000.00	$ -	$ -	$ -	
Police Department Equipment - Axon Body Cameras	Police Department	$ -	$ 100,000.00	$ -	$ -	$ -	$ -	Grants, Taxes
Police Department Equipment - Mobile Data Terminals	Police Department	$ -	$ 350,000.00	$ -	$ -	$ -	$ -	Grants
Police Emergency Vehicles	Police Department	$ -	$ 1,230,000.00	$ -	$ -	$ -	$ -	Grants, PSIF, Taxes
Police/Fire Training Facility - Design/Construct	Police Department	$ -	$ -	$ 6,900,000.00	$ -	$ -	$ -	Bonds, Grants, PSIF, Taxes
Police/Fire Training Facility - Furniture, Fixtures, and Equipment	Police Department	$ -	$ -	$ 2,100,000.00	$ -	$ -	$ -	Grants, PSIF, Taxes
Public Safety Smart Technology	Police Department	$ -	$ 200,000.00	$ -	$ -	$ -	$ -	Grants
Solar Canopy protective screen	Police Department	$ -	$ 20,000.00	$ -	$ -	$ -	$ -	Taxes
Statewide Critical Incident Response Vehicles	Police Department	$ -	$ 500,000.00	$ -	$ -	$ -	$ -	Grants, Other
Downtown Public Safety Complex	Police Department	$ -	$ -	$ -	$ 57,000,000.00	$ -	$ -	Bonds, Taxes
Police Department Mobile Operation Command Vehicle	Police Department	$ -	$ 701,919.00	$ -	$ -	$ -	$ -	Grants
Southwest Station Build	Fire Department	$ -	$ -	$ 6,675,000.00	$ -	$ -	$ -	Taxes
	SUBTOTAL	**$ 24,435,529.44**	**$ 26,754,987.00**	**$ 15,915,000.00**	**$ 57,000,000.00**	**$ -**	**$ -**	
Public Transit								
Public Transit - Newly Funded		$ 100,000.00	$ -	$ -	$ -	$ -	$ -	
MVITT Inductive Charging	RoadRunner Transit	$ 100,000.00	$ 5,346,800.00	$ -	$ -	$ -	$ -	**Grants**
Public Transit - Carryover		$ 7,086,230.99	$ 5,700,000.00	$ -	$ -	$ -	$ -	
Municipal Service Center - Transit	RoadRunner Transit	$ 487,254.99	$ -	$ -	$ -	$ -	$ -	**Grants, Taxes**
Electric Buses (6)	RoadRunner Transit	$ 6,598,976.00	$ 5,700,000.00	$ -	$ -	$ -	$ -	**Grants, Taxes**
Public Transit - Annual		$ 75,000.00	$ 275,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ -	
Transit Facilities Improvement Program	RoadRunner Transit	$ 75,000.00	$ 275,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ -	**Grants**
Public Transit - Future		$ -	$ 12,136,800.00	$ -	$ -	$ -	$ -	
Resiliency Program		$ -	$ 8,146,800.00	$ -	$ -	$ -	$ -	
Solar Array	RoadRunner Transit	$ -	$ 2,700,000.00	$ -	$ -	$ -	$ -	Grants
Battery Storage	RoadRunner Transit	$ -	$ 3,150,000.00	$ -	$ -	$ -	$ -	Grants
Transit Vehicles 26'	RoadRunner Transit	$ -	$ 840,000.00	$ -	$ -	$ -	$ -	Grants
	SUBTOTAL	**$ 7,261,230.99**	**$ 18,111,800.00**	**$ 75,000.00**	**$ 75,000.00**	**$ 75,000.00**	**$ -**	

CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031

AMENDED - JANUARY 20, 2026

Project Title	Department	Funded FY2026	Unfunded FY2027	FY2028	FY2029	FY2030	FY2031	Funding Source
Resiliency		$	$	$	$	$	$	
Resiliency - Newly Funded		$522,420.08	$ -	$ -	$ -	$ -	$ -	
DC Fast Chargers for Electric Vehicles	Sustainability	$522,420.08						
Resiliency - Carryover		$ 3,353,313.80	$ 365,000.00	$ -	$ -	$ -	$ -	
Resiliency Program		$ 3,182,660.84	$ 365,000.00	$ -	$ -	$ -	$ -	**Bonds**
Melendres Ave/Pittsburg - Hadley to Picacho	Public Works	$ 2,717,660.84	$ -	$ -	$ -	$ -	$ -	Bonds, Taxes
Melendres Ave/Pittsburg - Hadley to Picacho		$ -	$ -	$ -	$ -	$ -	$ -	**Bonds**
Solar Photovoltaic/Storage Projects	Sustainability	$ 170,652.96	$ -	$ -	$ -	$ -	$ -	**Taxes**
Resiliency - Annual		$ 4,026,457.30	$ 1,100,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ -	
Drainage Infrastructure Improvements		$ 3,143,375.00	$ 1,000,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ -	
Drainage Infrastructure Improvements	Public Works	$ 3,143,375.00	$ 1,000,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ -	**Taxes**
Resiliency Program		$ 399,359.75	$ 100,000.00	$ -	$ -	$ -	$ -	
Casa Linda Acres Reconstruction	Public Works	$ 273,612.10	$ -	$ -	$ -	$ -	$ -	**Taxes**
East Mesa Roads and Drainage	Public Works	$ 110,110.45	$ -	$ -	$ -	$ -	$ -	**Taxes**
Storm Water System Mapping	Public Works	$ 100,000.00	$ 100,000.00	$ -	$ -	$ -	$ -	**Taxes**
Resiliency - Future		$ -	$ 4,105,000.00	$ -	$ -	$ -	$ -	
DC Fast Chargers for Electric Vehicles	Sustainability	$ -	$ 200,000.00	$ -	$ -	$ -	$ -	Grants, Taxes
Fleet electric vehicle chargers (dual chargers)	Sustainability	$ -	$ 400,000.00	$ -	$ -	$ -	$ -	Grants, Taxes
Hadley Ave Complex Recreation Rehabilitation	Parks & Recreation	$ -	$ 3,305,000.00	$ -	$ -	$ -	$ -	Grants
Public Electric Vehicle Chargers (8 dual)	Sustainability	$ -	$ 200,000.00	$ -	$ -	$ -	$ -	Grants, Taxes
	SUBTOTAL	$ 7,902,191.18	$ 5,570,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ -	
Streets - New								
Streets - New - Newly Funded		$ -	$ -	$ -	$ -	$ -	$ -	
Streets - New - Carryover		$ -	$ -	$ -	$ -	$ -	$ -	
Streets - New - Annual		$ -	$ -	$ -	$ -	$ -	$ -	
Streets - New - Future		$ -	$ 48,848,000.00	$ -	$ -	$ -	$ -	
High Mesa Road	Economic Development	$ -	$ 32,000,000.00	$ -	$ -	$ -	$ -	Bonds, Grants, Taxes
Transit Loop Road	Economic Development	$ -	$ 16,848,000.00	$ -	$ -	$ -	$ -	Bonds, Grants, Taxes
	SUBTOTAL	$ -	$ 48,848,000.00	$ -	$ -	$ -	$ -	
Streets Improvements		$	$	$	$	$	$	
Streets Improvements - Newly Funded		$ -	$ -	$ -	$ -	$ -	$ -	
Streets Improvements - Carryover		$ 27,354,372.95	$ 18,176,667.00	$ 1,620,000.00	$ 1,500,000.00	$ 620,000.00	$ 1,120,000.00	
Complete Streets Program		$ 2,353,051.27	$ -	$ -	$ -	$ -	$ -	
East Mesa Roads and Drainage	Public Works	$ 2,906,562.38	$ -	$ -	$ -	$ -	$ -	**Bonds**, Taxes
Melendres Ave/Pittsburg - Hadley to Picacho	Public Works	$ 2,604,500.00						
University Area Complete Streets	Public Works	$ 302,062.38	$ -	$ -	$ -	$ -	$ -	**Bonds**
Downtown Street Improvements		$ 7,420,567.38	$ 10,000,000.00	$ -	$ -	$ -	$ -	
Alameda Blvd - S. Main St to W Las Cruces Ave	Public Works	$ 750,000.00	$ 10,000,000.00	$ -	$ -	$ -	$ -	**TIDD**
Campo Street Design and Reconstruction	Public Works	$ 6,694,019.62	$ -	$ -	$ -	$ -	$ -	**TIDD**
Lift Up Las Cruces - Street Improvements		$ 1,567,774.00	$ 1,800,000.00	$ -	$ -	$ -	$ -	
Sacramento St - Poplar Ave to Oasis Ave	Public Works	$ 1,567,774.00	$ 1,800,000.00	$ -	$ -	$ -	$ -	**Bonds,** Grants, Taxes
Median Landscaping		$ 317,917.00	$ 2,240,000.00	$ 1,120,000.00	$ 1,000,000.00	$ 120,000.00	$ 1,120,000.00	
Lohman Ave & Roadrunner Parkway Medians	Parks & Recreation	$ -	$ -	$ -	$ -	$ -	$ -	**Grants**
Medians	Parks & Recreation	$ 317,917.00	$ 2,240,000.00	$ 1,120,000.00	$ 1,000,000.00	$ 120,000.00	$ 1,120,000.00	**Bonds**, Grants, Taxes
Street Lighting & Traffic Signal Maintenance Program		$ 7,623,398.07	$ -	$ -	$ -	$ -	$ -	
Mesquite Historic District	Public Works	$ 896,694.84	$ -	$ -	$ -	$ -	$ -	**Grants**
Traffic Signal Program		$ 6,726,703.23	$ -	$ -	$ -	$ -	$ -	
Bataan Memorial at Rinconada	Public Works	$ 1,150,887.00	$ -	$ -	$ -	$ -	$ -	**Taxes, Bonds**
Casa Linda Acres Reconstruction	Public Works	$ 4,058,653.48	$ -	$ -	$ -	$ -	$ -	ARPA, **Bonds,** Grants, Taxes
Lohman Ave & S Walnut St Traffic Signal MAP	Public Works	$ 1,517,162.75	$ 286,667.00	$ -	$ -	$ -	$ -	**Bonds,** Grants, Taxes
East Mesa Roads and Drainage	Public Works	$ 5,165,102.85	$ 1,000,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ -	**Bonds, Grants, Taxes**
Johnson St - Rouault Ave to Topley Ave	Public Works	$ 108,928.44	$ -	$ -	$ -	$ -	$ -	Bonds, Taxes
Madrid Ave Extension - Evelyn St to N Triviz Dr	Public Works	$ 932,620.74	$ -	$ -	$ -	$ -	$ -	**Bonds**
South Main St - Avenida de Mesilla to Boutz	Public Works	$ 3,549,046.26	$ -	$ -	$ -	$ -	$ -	**Bonds**
Telshor Spruce Intersection Improvements	Public Works	$ 574,507.41	$ 2,850,000.00	$ -	$ -	$ -	$ -	**Bonds**, Grants, Taxes
	SUBTOTAL	$ 27,354,372.95	$ 18,176,667.00	$ 1,620,000.00	$ 1,500,000.00	$ 620,000.00	$ 1,120,000.00	

CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031

AMENDED - JANUARY 20, 2026

Project Title	Department	Funded FY2026	Unfunded FY2027	FY2028	FY2029	FY2030	FY2031	Funding Source
Streets Improvements		$	$	$	$	$	$	
Streets Improvements - Annual		**$ 10,409,525.34**	**$ 24,424,525.00**	**$ 11,369,525.00**	**$ 15,869,525.00**	**$ 14,219,000.00**	**$ 250,000.00**	
Drainage Infrastructure Improvements		$ 15,450.00	$ 160,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ -	
CO-OP Match	Public Works	$ 15,450.00	$ 160,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ -	**Taxes**
Neighborhood Traffic Calming Program		$ 240,000.00	$ 120,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ -	
Neighborhood Traffic Calming Program	Public Works	$ 240,000.00	$ 120,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ -	**Taxes**
Pavement Condition Index Improvements		$ 5,213,019.34	$ 12,600,000.00	$ 6,300,000.00	$ 6,300,000.00	$ 6,300,000.00	$ -	
Pavement Condition Index Improvements	Public Works	$ 5,213,019.34	$ 12,600,000.00	$ 6,300,000.00	$ 6,300,000.00	$ 6,300,000.00	$ -	**Taxes**
Pavement Marking Program		$ 222,500.00	$ 169,000.00	$ 169,000.00	$ 169,000.00	$ 169,000.00	$ -	
Pavement Marking Program	Public Works	$ 222,500.00	$ 169,000.00	$ 169,000.00	$ 169,000.00	$ 169,000.00	$ -	**Taxes**
Roadway Maintenance Program		**$ 1,980,000.00**	$ 1,950,000.00	$ 1,950,000.00	$ 1,950,000.00	$ 470,000.00	$ 250,000.00	
Chip Seal Program	Public Works	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 220,000.00	$ -	**Taxes**
Roadway Maintenance Program	Public Works	$ 1,530,000.00	$ 1,500,000.00	$ 1,500,000.00	$ 1,500,000.00	$ -	$ -	**Taxes**
Unpaved Roads	Public Works	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	**Taxes**
Street Lighting & Traffic Signal Maintenance Program		**$ 2,099,291.00**	$ 6,200,000.00	$ 1,000,000.00	$ 5,500,000.00	$ 5,500,000.00	$ -	
Street Lighting and Traffic Signal Maintenance	Public Works	$ 1,099,291.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ -	**Taxes**
Las Cruces Street Lighting Management System	Public Works	$ 200,000.00	$ 5,500,000.00	$ 500,000.00	$ 5,000,000.00	$ 5,000,000.00	$ -	**Taxes**
Traffic Signal Program		$ 1,000,000.00	$ 2,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ -	
Transportation System Modernization ITS	Public Works	$ 1,150,000.00	$ 2,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ -	**Taxes**
Weed Control & Maintenance Program		**$ 155,525.00**	$ 155,525.00	$ 155,525.00	$ 155,525.00	$ -	$ -	
Weed Control & Maintenance Program	Public Works	$ 155,525.00	$ 155,525.00	$ 155,525.00	$ 155,525.00	$ -	$ -	**Taxes**
Land Acquisition - Public Works	Public Works	$ 243,740.00	$ 500,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ -	**Taxes**
Materials Testing	Public Works	$ 240,000.00	$ 240,000.00	$ 240,000.00	$ 240,000.00	$ 240,000.00	$ -	**Taxes**
Streets Improvements - Future		**$ -**	**$ 36,055,309.51**	**$ 21,630,000.00**	**$ 13,562,360.00**	**$ 12,755,000.00**	**$ 2,540,000.00**	
Downtown Street Improvements		$ -	$ 750,000.00	$ -	$ -	$ -	$ -	
Alameda Blvd - Las Cruces Ave to Picacho Ave	Public Works	$ -	$ 750,000.00	$ -	$ -	$ -	$ -	TIDD
Street Lighting & Traffic Signal Maintenance Program		$ -	$ -	$ -	$ 50,000.00	$ -	$ -	
Targeted Road and Lighting Improvements - Design	Public Works	$ -	$ -	$ -	$ 50,000.00	$ -	$ -	Taxes
Traffic Signal Program		$ -	$ 1,500,000.00	$ -	$ -	$ -	$ -	
Lohman at Walnut and Walton Signal Improvement	Public Works	$ -	$ 1,500,000.00	$ -	$ -	$ -	$ -	Other
Advancement Ave Expansion	Economic Development	$ -	$ 516,383.56	$ -	$ -	$ -	$ -	Bonds, Grants
Armijo St - W Organ Ave to W Mountain Ave	Public Works	$ -	$ -	$ 1,800,000.00	$ -	$ -	$ -	Bonds, Taxes
Armijo St - W Picacho Ave to Parker Rd	Public Works	$ -	$ 1,450,000.00	$ -	$ -	$ -	$ -	Bonds, Taxes
Aspen Ave-Sequioa Ave to S Valley Dr	Public Works	$ -	$ -	$ -	$ 3,475,600.00	$ -	$ -	Bonds, Grants, Taxes
Elm St & Tamarack Dr from Aspen Ave to Sequoia Ave	Public Works	$ -	$ -	$ -	$ -	$ 2,380,000.00	$ -	Bonds, Grants, Other, Taxes
Evelyn St - Madrid Ave to Ash Ave	Public Works	$ -	$ 3,600,000.00	$ -	$ -	$ -	$ -	Bonds, Grants, Taxes
Hayner Ave.- N. Valley Dr to N. Compress Rd and Sixth St- Hayner Ave to W. Hadley Ave	Public Works	$ -	$ 3,293,850.00	$ -	$ -	$ -	$ -	Bonds, Taxes
Hickory Dr & Sycamore Dr from Aspen Ave to Sequoia Ave	Public Works	$ -	$ -	$ -	$ -	$ -	$ 2,540,000.00	Bonds, Grants, Taxes
Kilmer St - Spruce Ave to Ash Ave	Public Works	$ -	$ 2,000,000.00	$ -	$ -	$ -	$ -	Bonds, Taxes
La Fonda Dr - Idaho Ave to E.O.P.	Public Works	$ -	$ 1,200,000.00	$ -	$ -	$ -	$ -	Bonds, Taxes
LCIIP Infrastructure Improvements	Economic Development	$ -	$ 5,000,000.00	$ -	$ -	$ -	$ -	Grants, Taxes
McClure Rd & Carlyle Dr Pond, Road & Drainage Improvements	Public Works	$ -	$ 2,500,000.00	$ 3,000,000.00	$ 2,000,000.00	$ -	$ -	Grants, Other, Taxes
Med Park - Idaho Ave. to Perkins St.	Public Works	$ -	$ 2,545,300.00	$ -	$ -	$ -	$ -	Bonds, Taxes
Miranda Ave - Picacho Ave to Court Ave	Public Works	$ -	$ -	$ -	$ 2,700,000.00	$ -	$ -	Bonds, Taxes
Mountain Ave - Melendres St to Armijo St	Public Works	$ -	$ 2,542,986.00	$ -	$ -	$ -	$ -	Bonds, Taxes
Mountain Vista Parkway Expansion	Economic Development	$ -	$ 1,200,473.54	$ -	$ -	$ -	$ -	Grants, Taxes
Parkview - Espina to W Park Dr	Public Works	$ -	$ -	$ -	$ 1,200,000.00	$ -	$ -	Taxes
Poplar Ave - Mesquite St to Santa Fe St	Public Works	$ -	$ 1,100,000.00	$ -	$ -	$ -	$ -	Bonds, Taxes
Rigsby Rd - Barker to Valley Dr	Public Works	$ -	$ -	$ 850,000.00	$ -	$ -	$ -	Bonds, Taxes
Rocket Drive Expansion	Economic Development	$ -	$ 5,956,316.41	$ -	$ -	$ -	$ -	Bonds, Grants, Taxes
Scoggins Ave-Sixth St to Sweet St	Public Works	$ -	$ -	$ 1,180,000.00	$ -	$ -	$ -	Taxes
Sequoia Ave - Valley Dr to EOP	Public Works	$ -	$ -	$ 3,000,000.00	$ -	$ -	$ -	Bonds, Grants, Taxes
Solano Dr- Missouri to Lohman	Public Works	$ -	$ -	$ -	$ -	$ 10,375,000.00	$ -	Other
South Valley Dr Reconstruction - Avenida de Mesilla to Boutz	Public Works	$ -	$ -	$ 11,800,000.00	$ -	$ -	$ -	Bonds, Grants, Taxes
Sweet St- Hayner Ave to W. Hadley Ave	Public Works	$ -	$ -	$ -	$ 1,761,760.00	$ -	$ -	Taxes
Ventura Blvd Expansion	Economic Development	$ -	$ 900,000.00	$ -	$ -	$ -	$ -	Grants, Taxes
Westgate St - Amador Ave to Cul de Sac	Public Works	$ -	$ -	$ -	$ 2,375,000.00	$ -	$ -	Bonds, Grants, Taxes
	SUBTOTAL	**$ 37,763,898.29**	**$ 78,656,501.51**	**$ 34,619,525.00**	**$ 30,931,885.00**	**$ 27,594,000.00**	**$ 3,910,000.00**	

CITY OF LAS CRUCES
CAPITAL IMPROVEMENTS PROGRAM
FY 2026 - 2031

AMENDED - JANUARY 20, 2026

Project Title	Department	Funded FY2026	Unfunded FY2027	FY2028	FY2029	FY2030	FY2031	Funding Source
Utilities		$	$	$	$	$	$	
Utilities - Newly Funded		$ -	$ -	$ -	$ -	$ -	$ -	
Utilities - Carryover		$ 55,465,718.82	$ 85,111,060.00	$ 21,887,221.00	$ 8,562,969.00	$ 3,615,000.00	$ 4,892,239.00	
Gas Admin Building Improvements	Utilities	$ 769,353.00	$ 446,666.00	$ 748,998.00	$ 125,000.00	$ 125,000.00	$ -	**Other**
Gas Development	Utilities	$ 1,548,618.00	$ -	$ -	$ -	$ -	$ -	**Other**
Gas Miscellaneous	Utilities	$ 358,923.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ -	**Other**
Gas PHMSA Grant	Utilities	$ 10,000,000.00	$ 7,972,055.00	$ -	$ -	$ -	$ -	**Grants**
Gas Rehabilitation	Utilities	$ 2,064,798.00	$ 2,999,467.00	$ 5,488,493.00	$ 360,000.00	$ 1,080,000.00	$ 360,000.00	**Other**
Solid Waste Building Improvements	Utilities	$ 1,505,534.00	$ 2,319,166.00	$ 1,750,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	**Other**
Wastewater Building Improvements	Utilities	$ 574,150.12	$ 420,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	**Other**
Wastewater Development	Utilities	$ 1,021,522.00	$ 156,000.00	$ -	$ -	$ -	$ -	**Other**
Wastewater Miscellaneous	Utilities	$ -	$ 341,569.00	$ 260,000.00	$ 260,000.00	$ 260,000.00	$ 260,000.00	**Other**
Wastewater Rehabilitation	Utilities	$ 3,075,156.50	$ 5,616,439.00	$ 5,811,040.00	$ 500,000.00	$ 720,000.00	$ 410,000.00	**Other**
Wastewater Septic Systems	Utilities	$ 372,753.20	$ 47,677,216.00	$ -	$ -	$ -	$ -	**Grants**
Water 2025 Projects	Utilities	$ 14,300,000.00	$ -	$ -	$ -	$ -	$ -	**Other**
Water Building Improvements	Utilities	$ 180,226.00	$ 554,385.00	$ 250,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	**Other**
Water Development	Utilities	$ 151,724.00	$ 5,298,864.00	$ 261,272.00	$ 2,745,624.00	$ -	$ -	**WIF**
Water Miscellaneous	Utilities	$ 75,000.00	$ 1,552,187.00	$ 1,046,277.00	$ 795,784.00	$ 105,000.00	$ 60,000.00	**WIF**
Water Rehab	Utilities	$ 4,700,027.00	$ 9,314,046.00	$ 6,046,141.00	$ 3,301,561.00	$ 850,000.00	$ 3,502,239.00	**Other**
WW23 Projects	Utilities	$ 14,767,934.00	$ -	$ -	$ -	$ -	$ -	**Other**
Utilities - Annual		$ -	$ -	$ -	$ -	$ -	$ -	
Utilities - Future		$ -	$ 64,656,940.72	$ 9,496,380.10	$ 7,700,787.00	$ 10,209,133.00	$ 11,850,960.00	
Belt Filter Press Drainage Improvement	Utilities	$ -	$ 100,000.00	$ -	$ -	$ -	$ -	Other
Lead and Copper Service Line Replacement	Utilities	$ -	$ 6,539,951.00	$ 4,750,656.00	$ 5,700,787.00	$ 8,209,133.00	$ 9,850,960.00	Bonds, Grants
Lift Station Stationary Generator Installation	Utilities	$ -	$ 100,000.00	$ -	$ -	$ -	$ -	Other
Pressure Reducing Valve Rehabilitation	Utilities	$ -	$ 100,000.00	$ -	$ -	$ -	$ -	Other
Primary Digester Sludge Pump Upgrade	Utilities	$ -	$ 93,000.00	$ -	$ -	$ -	$ -	Other
SCADA Operating System Replacement	Utilities	$ -	$ 2,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	Grants
Sewer Connections	Utilities	$ -	$ 1,000,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	Grants
Transite Pipe Identification & Replacement	Utilities	$ -	$ 5,500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	Bonds, Grants, Other
Wastewater Treatment Plant	Utilities	$ -	$ 45,839,309.00	$ -	$ -	$ -	$ -	Bonds, Grants, Taxes
Water Storage Tank Rehab	Utilities	$ -	$ 3,000,000.00	$ -	$ -	$ -	$ -	Other
Water Valve Replacements	Utilities	$ -	$ 120,000.00	$ -	$ -	$ -	$ -	Other
Well 66	Utilities	$ -	$ 264,680.72	$ 2,745,724.10	$ -	$ -	$ -	Grants
	SUBTOTAL	$ 55,465,718.82	$ 149,768,000.72	$ 31,383,601.10	$ 16,263,756.00	$ 13,824,133.00	$ 16,743,199.00	

	$	$	$	$	$	$	
Total Newly Funded	$ 15,227,445.16	$ 181,500.00	$ -	$ -	$ -	$ -	
Total Carryover	$ 187,319,347.20	$ 202,668,990.83	$ 71,056,942.32	$ 21,510,195.32	$ 15,727,226.32	$ 10,016,239.00	
Total Annual	$ 19,740,407.09	$ 54,024,392.00	$ 19,513,095.00	$ 23,354,095.00	$ 21,633,570.00	$ 1,700,000.00	
Total Future	$ -	$ 246,067,349.23	$ 88,348,380.10	$ 157,711,645.00	$ 101,384,133.00	$ 37,330,960.00	
GRAND TOTAL	$ 222,287,199.45	$ 502,942,232.06	$ 178,918,417.42	$ 202,575,935.32	$ 138,744,929.32	$ 49,047,199.00	

Abbreviations:

ARPA - American Rescue Plan Act

Bonds - Includes Bonds and Loans

Grants - Includes Local, State, Federal, or private entity

Other - Includes Fees, State Entitlements, Leases, Developer Contributions and Donations

PIF - Park Impact Fees

PSIF - Public Safety Impact Fees

TIDD - Tax Increment Development District

WIF - Water Impact Fees

WWIF - Wastewater Impact Fees

Notes:

Pending funding noted in italic

Pending 2025 Legislative Appropriations/Capital Outlay

Current funding sources noted in bold

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - January 20, 2025

Attachment "A"

Project:
Active Transportation Projects

Scope of Work:
Identify and construct projects associated with the Active Transportation Plan goals including construction citywide.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Active Transportation	Public Works	$350,000	$2,680,370	$3,030,370	Adjustment to reflect new capital outlay funding.	1

Project:
LRU Runways 8-26 and 12-30 Blast Pads

Scope of Work:
An environmental assessment, approximately 3,000' runway and taxiway extensions paved in asphalt or concrete, lighting, striping, and signs.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Airport	Airport	$569,999	$2,365	$572,364	Adjustment to reflect new grant funding.	1

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - January 20, 2025

Project:
LRU Airport Infrastructure Improvements

Scope of Work:
To improve general infrastructutre at the airport.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Airport	Airport	$0	$22,672	$22,672	Adjustment to reflect revised project funding.	1

Project:
Paseos Verdes

Scope of Work:
The construction of affordable housing units and related infrastructure is defined in the City's Affordable Housing General Oversight Ordinance. Funding will assist in accelerating the development of low-income housing tax crdit (LIHTC) projects. This increases the inventory of housing for Veteran, Workforce and Senior rental development with the addition of 218 units in the El Paseo MRA.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Attainable/Affordable Housing	Housing and Neighborhood Services	$0	$1,039,500	$1,039,500	Adjustment to reflect new capital outlay funding.	2

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - January 20, 2025

Project:
MVCoH Campus Extension (Amador Crossing)

Scope of Work:
To build a new service building providing housing and additional service for the homeless.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Attainable/Affordable Housing	Housing and Neighborhood Services	$15,695,107	$792,000	$16,487,107	Adjustment to reflect new capital outlay funding.	2

Project:
MVCoH Master Plan Implementation

Scope of Work:
Roadway and pedestrian improvements on Amador and Valley, including the installation of two HAWK systems, a bus/turning lane, a third emergency exit driveway for MVCH, trail development, parking lot renovations and fencing.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Attainable/Affordable Housing	Housing and Neighborhood Services	$0	$584,100	$584,100	Adjustment to reflect new capital outlay funding.	3

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - January 20, 2025

Project:
Arts and Cultural District Improvements

Scope of Work:
Installation for the Arts and Cultural District Gateway and Lightening project.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Non-Profit	Public Works	$2,680,942	($1,159,494)	$1,521,448	Adjustment to reflect revised project funding.	3

Project:
Legacy Park Renovations

Scope of Work:
Renovation of existing park features and the construction of refresh parks that are 30 years or older.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Park Improvements	Parks and Recreation	$1,919,131	($977,572)	$941,559	Adjustment to reflect revised project funding.	3

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - January 20, 2025

Project:
Pioneer Women's Park improvements

Scope of Work:
The demolition of existing gazebo to the extent necessary, replacement of repair of existing gazebo, lighting improvements, site furnishings, etc.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Park Improvements	Parks and Recreation	$459,833	$281,987	$741,821	Adjustment to reflect revised project funding.	3

Project:
Skate Park Improvements

Scope of Work:
Improve a new skate park to include access, parking, restrooms, lighting, furnishings, skate features, drainage, signage, striping, and other improvements necessary.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Park Improvements	Parks and Recreation	$4,604,138	($4,000,718)	$603,420	Adjustment to reflect revised project funding.	3

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - January 20, 2025

Project:
Sports Field Lighting

Scope of Work:
To design and construct sports field lighting systems to provide expanded recreational opportunities for residents for practice, tournaments, and recreational uses.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Park Improvements	Parks and Recreation	$3,400,000	($3,400,000)	$0	Adjustment to reflect project completion and removal from CIP.	_

Project:
New Skate Park

Scope of Work:
Plan, design, construct, furnish, equip, install, develop, prepare, and improve a new skate park to include access, parking, restrooms, lighting, furnishings, skate features etc.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Park New	Parks and Recreation	$377,924	($356,668)	$21,256	Adjustments to reflect revised project funding.	4

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - January 20, 2025

Project:
ADA Compliance

Scope of Work:
Bring the City facilities into compliance so that all people, including those with disabilities, can access our facilities.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Facilities	Public Works	$0	$297,000	$297,000	Adjustment to reflect new capital outlay funding.	5

Project:
Branigan Library Renovation and Expansion

Scope of Work:
To renovation of the Branigan Library to include repairs or improvements to counters, windows, lighting, flooring, restrooms, seating areas, security, sound system etc.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Facilities	Quality of Life	$1,125,333	$641,795	$1,767,128	Adjustments to reflect revised project funding.	5

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - January 20, 2025

Project:
Fire Station 4 Re-Roof

Scope of Work:
For the repair and replacement of Fire Station 4 roof.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Safety	Fire	$236,970	($236,970)	$0	Adjustment to reflect project completion and removal from CIP.	–

Project:
Fire Stations Improvements

Scope of Work:
Provide necessary updates to maintain the life of Fire Station 1 and the safety and security of fire response personnel and the community by fixing safety and wellness issues like the fire alarm, plumbing issues, failing HVAC, unsafe electrical systems, asbestos flooring etc.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Safety	Fire	$218,800	($200,000)	$18,800	Adjustments to reflect revised project funding.	**7**

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - January 20, 2025

Project:
Museum of Art/MoNaS Re-Roof

Scope of Work:
For the repair and replacement of roof.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Facilities	Quality of Life	$815,000	$445,500	$1,260,500	Adjustment to reflect new capital outlay funding.	5

Project:
Branigan Cultural Center Improvements

Scope of Work:
Removal of equipment and security bars, removal and replacement of exterior coating, stucco, and windows, installation of fire suppression system, hazardous material assessment and abatement, stabilization of structure, and repainting and repair of courtyard walls.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Facilities	Quality of Life	$1,018,009	($18,009)	$1,000,000	Adjustments to reflect revised project funding.	5

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - January 20, 2025

Project:
East Mesa Public Recreational Complex

Scope of Work:
To continue the build-out of the complex and support the next phase of improvements.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Facilities	Public Works	$3,213,557	$693,000	$3,906,557	Adjustment to reflect new capital outlay funding.	5

Project:
Regional Community Pool

Scope of Work:
Improvement Projects related to the Regional Community Pool.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Facilities	Public Works	$86,440	($86,440)	$0	Adjustments to reflect revised project funding.	5

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - January 20, 2025

Project:
Statewide Critical Incident Response Vehicles

Scope of Work:
To purchase and equip public safety vehicles in Las Cruces in Dona Ana county.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Safety	Police	$0	$620,000	$620,000	Adjustment to reflect new capital outlay funding.	7

Project:
MIH and CIT response station

Scope of Work:
For razing current structure, planning and designing new building, constructing building, all FF&E as well.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Safety	Fire	$2,800,138	$8,276,000	$11,076,138	Adjustment to reflect new capital outlay funding.	7

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - January 20, 2025

Project:
Real Time Crime Center (RTCC)

Scope of Work:
For the purchase technology equipment and software to establish a Real Time Crime Center at LCPD.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Safety	Police	$839,786	$1,782,000	$2,621,786	Adjustment to reflect new capital outlay funding.	7

Project:
Fire Station 4 Remodel

Scope of Work:
For the purchase technology equipment and software to establish a Real Time Crime Center at LCPD.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Safety	Fire	$290,853	$259,147	$550,000	Adjustments to reflect revised project funding.	7

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - January 20, 2025

Project:
Mesilla Valley Intermodal Transit Terminal (MVITT) Inductive Charging

Scope of Work:
For adding inductive charging to four (4) bus bays.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Transit	RoadRunner Transit	$0	$100,000	$100,000	Adjustment to reflect new capital outlay funding.	7

Project:
Electric Buses

Scope of Work:
Purchase up to (12) electric buses - Replace (12) vehicles which have past their useful life.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Transit	RoadRunner Transit	$6,307,537	$291,439	$6,598,976	Adjustments to reflect revised project funding.	7

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - January 20, 2025

Project:
Transit Facilities Improvement Program

Scope of Work:
Generall Improvements and construction of additional passenger waiting arears on the platform at Mesilla Valley Intermodal Transit Terminal (MVITT).

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Transit	RoadRunner Transit	$161,034	($86,034)	$75,000	Adjustments to reflect revised project funding.	7

Project:
Storm Water System Mapping

Scope of Work:
For mapping of storm drainage systems, pipes, inlets, ponds, drains, channels, retention and dams.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Public Transit	RoadRunner Transit	$22,313	$77,687	$100,000	Adjustments to reflect revised project funding.	8

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - January 20, 2025

Project:
Melendres Ave/Pittsburg - Hadley to Picacho

Scope of Work:
For full reconstruction of N Melendres St, from W Picacho Ave to W, Hadley Ave. and Pitttsburg Ave, from N Melendres to end and will include other amenities.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Streets Improvements	Public Works	$405,647	$2,198,853	$2,604,500	Adjustments to reflect revised project funding.	8

Project:
Sacramento St - Poplar Ave to Oasis Ave

Scope of Work:
For full reconstruction of Sacramento St from Poplar Ave to Oasis Ave. Roadway improvements include all other amenities.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Streets Improvements	Public Works	$567,774	$1,000,000	$1,567,774	Adjustments to reflect new grant funding.	8

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - January 20, 2025

Project:
South Main St - Avenida de Mesilla to Boutz

Scope of Work:
For construction of E. Madrid Ave, from Evelyn St. to N Triviz Dr. to include acquiring rights of way, pavement replacement, curb & gutter etc.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Streets Improvements	Public Works	$4,549,046	($1,000,000)	$3,549,046	Adjustments to reflect revised project funding.	8

Project:
Las Cruces Street Lighting Management System

Scope of Work:
For the improvements of existing streetlights, installation of additional lighting at condensed spacing, installation of smart nodes to increase existing intelligent street lighting

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Streets Improvements	Public Works	$0	$200,000	$200,000	Adjustment to reflect new capital outlay funding.	9

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - January 20, 2025

Project:
Gas Development

Scope of Work:
On-Call Gas Service Projects with the progression to loop the gas system for capacity and redundancy.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Utilities	Utilities	$1,081,272	$467,346	$1,548,618	Adjustments to reflect revised project funding.	10

Project:
Gas Rehabilitation

Scope of Work:
For gas rehabiliation low and high; meter replacement; and street utility rehabilitation.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Utilities	Utilities	$2,532,144	($467,346)	$2,064,798	Adjustments to reflect revised project funding.	10

CAPITAL IMPROVEMENTS PROGRAM (CIP)
Amendments
City Council Meeting - January 20, 2025

Project:
Wastewater Septic Systems

Scope of Work:
To install wastewater main lines in areas of the community currently served by septic systems. Wastewater Decommissioning of Septic Tanks and Mainline Extensions.

Amendment:

Category	Department	Current Balance	Change	Ending Balance	Remarks	CIP Page
Utilities	Utilities	$104,753	$268,000	$372,753	Adjustments to reflect revised project funding.	10

26-098

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:**	January 20, 2026
Drafter:	Jan Lauterbach	**Department:**	City Manager's Office

Title: **A RESOLUTION APPROVING A PRECOMMITMENT OF CITY FUNDING FOR A FEDERAL LOW-INCOME HOUSING TAX CREDIT MULTI-FAMILY DEVELOPMENT SUBJECT TO AWARD TO SAID TAX CREDITS BY HOUSING NM.**

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

PURPOSE(S) OF ACTION:

Approve precommitment of funds for a LIHTC development.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) recognizes the need for affordable housing. The 2021-2025 Consolidated Plan reflects a shortage of nearly 5,600 rental units in the City for low-income households. A request for fee waivers to offset impact and permit fees for the development was received by TWG Development, for the Golden Sands at Mesilla Valley, a proposed 60 unit senior complex.

TWG Development is applying for 9% Low-Income Housing Tax Credit (LIHTC) funding through Housing New Mexico. Successful applications for 9% LIHTC awards are projects that leverage additional resources from local governments and efficiently use tax credits. City funding also provides an opportunity to invest funds in projects that directly address the low-income affordable housing needs in the community.

The proposed resolution is to provide a preliminary commitment of waivers to the Golden Sands at Mesilla Valley subject to the project receiving an award of LIHTC funding from Housing NM. The proposed development is located along Bataan Memorial West, south of Plaza Del Rey. The preliminary commitment of waivers is not to exceed $500,000.

The proposed 60-unit complex, serving seniors 55+ will contain 1 & 2 bedroom units, and will be conveniently located near bus routes, shopping, healthcare access, and restaurants. Proposed amenities include outdoor recreation area, raised garden beds, a fitness room, and a community room. The total development cost for the project is estimated at $18,274,445.

Waivers is also contingent upon the developer being certified as a Qualified Grantee by City staff and Housing NM, per the City's Affordable Housing General Oversight Ordinance and the State of NM Affordable Housing Act and Act Rules. The LIHTC process requires agencies to apply with Housing NM to be eligible for tax credit funding. The developer is requesting a commitment for the allocation of city funding to submit with their LIHTC application to Housing NM. City Council approval is required for any fee waivers and or/allocation of city funding.

PLAN(S):
City Council Strategic Plan, Department Strategic Business Plan, 2021-2025 Consolidated Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

Does this action amend the Capital Improvement Plan (CIP)?
☐ Yes
☒ No

OPTIONS / ALTERNATIVES:
1. Vote "Yes"; this will approve preliminary commitment of waivers to affordable housing development subject to project receiving LIHTC funding award and developer certification as a Qualified Grantee.
2. Vote "No"; this will not approve the preliminary commitment of waivers to affordable housing development subject to project receiving LIHTC funding award and developer certification as a Qualified Grantee.
3. Vote to "Amend"; this will direct staff to modify the resolution.
4. Vote to "Table"; this would postpone the resolution and City Council would need to provide direction to staff.

REFERENCE INFORMATION:
1. Resolution 21-162.

RESOLUTION 26-098

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

The City Council is informed that:

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

WHEREAS, the City has received a request for fee waivers from TWG Development for the proposed Golden Sands at Mesilla Valley complex; and

WHEREAS, the developer is applying for 9% LIHTC funding from Housing NM; and

WHEREAS, successful applications for 9% LIHTC awards are project that leverage additional resources from local governments and efficiently use tax credits; and

WHEREAS, City funding also provides the opportunity to invest funds in projects that directly address the low-income affordable housing needs in the community; and

WHEREAS, the recommendation is approve fee waivers not to exceed $500,000 to TWG Development for the Golden Sands at Mesilla Valley affordable housing project contingent upon the project being awarded 9% LIHTC funding and certification as Qualified Grantee; and

WHEREAS, City Council approval is required for any allocation of additional City funding.

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

(I)

THAT the preliminary commitment of fee waivers not to exceed $500,000 for the Golden Sands at Mesilla Valley is hereby approved and contingent upon the project be awarded 9% LIHTC funding and the developer being certified as a Qualified Grantee.

(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

3106; Council Bill 26-014

City Council Action and Executive Summary

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

District:	☐ **1** ☐ **2** ☐ **3** ☐ **4** ☐ **5** ☐ **6** ☒ **N/A**		
1st Reading:	January 20, 2026	**Adopted:**	February 2, 2026
Drafter:	Brad Douglas	**Department:**	Legal

Title:	**AN ORDINANCE AMENDING CHAPTER 23, SECTION 23-36. POLICE SERVICE AIDES OF THE LAS CRUCES MUNICIPAL CODE.**

TYPE OF ACTION: ☐ **Administrative** ☒ **Legislative** ☐ **Quasi-Judicial**

PURPOSE(S) OF ACTION:

To amend Sec. 23-36 of the Las Cruces Municipal Code.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

As currently written, Sec. 23-36 of the Las Cruces Municipal Code authorizes police service aides to assess parking violations, and to assist with crash investigations.

If the instant amendment is adopted, police service aides would be empowered to investigate traffic crashes that result in minor injury or less, and to issue citations post-accident for traffic regulation violations contained in the Las Cruces Municipal Code.

Currently, police service aides do not have the authority to issue traffic citations post-accident, which results in commissioned officers being required to remain on-scene to do so. If this ordinance is amended, it would allow for commissioned police officers to focus on more pressing policing matters, promoting efficiency and public safety.

SUPPORT INFORMATION:

Exhibit "A" PSA Ordinance Revision Clean Copy
Attachment "A" PSA Ordinance Revision Redline v2

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes
☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the amendment.

2. Vote "No"; this will not approve the amendment and the code will remain as-is.
3. Vote to "Amend"; this will require direction from City Council to staff.
4. Vote to "Table"; this will delay the action to a subsequent date.

ORDINANCE 3106; COUNCIL BILL 26-014

AN ORDINANCE AMENDING CHAPTER 23, SECTION 23-36. POLICE SERVICE AIDES OF THE LAS CRUCES MUNICIPAL CODE.

The City Council is informed that:

WHEREAS, as currently written, Sec. 23-36 of the Las Cruces Municipal Code authorizes police service aides to assess parking violations, and to assist with crash investigations; and

WHEREAS, If the instant amendment is adopted, police service aides would be empowered to investigate traffic crashes that result in minor injury or less, and to issue citations post-accident for traffic regulation violations contained in the Las Cruces Municipal Code; and

WHEREAS, if this ordinance is amended, it would allow for commissioned police officers to focus on more pressing policing matters, promoting efficiency and public safety.

NOW, THEREFORE, Be it Ordained by the Governing Body of the City of Las Cruces:

(I)

THAT Sec. 23-36 of the Las Cruces Municipal Code is hereby approved as noted in Exhibit "A" attached hereto and made part of this ordinance.

(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"

Sec. 23-36. - Police service aides.

Purpose.

(1)

The economic vitality of the City of Las Cruces is dependent upon residents and visitors patronizing local business. Such patronage requires that the limited parking spaces within the city be used for their intended lawful purpose and in the most efficient and equitable manner possible.

(2)

There exists in the City of Las Cruces serious street congestion conditions which: prevents the free circulation of traffic; obstructs access to and for the use of both, public and private property; increases traffic hazards, impedes the rapid and effective fighting of fires and the disposition of police forces; and endangers the public peace, health and safety. These conditions are caused in substantial part by insufficient space or accommodations for the parking of motor vehicles off the public streets. Therefore, it is in the public interest to regulate, manage, and operate parking meters and parking spaces and parking facilities within the city pursuant to the Municipal Parking Law, NMSA § 3-50-1 et seq.

(b)

Authorization of police service aide. The chief of police shall designate police service aide(s) to target parking violations and investigate traffic crashes resulting up to minor injury to assist the police department with the enforcement of such crimes

(1)

Police service aides shall be provided training to identify and issue citations for parking violations and applicable traffic regulation violations

(2)

Police service aides shall have the authority to issue citations for parking violations contained in Las Cruces Municipal Code, article 9, Parking Regulations, section 27-12-9-1 et seq. or any other parking violation laws adopted by the city or enumerated elsewhere in this Code.

a) Police service aides shall have the authority to issue citations post-accident for traffic regulation violations contained in Las Cruces Municipal Code, article 4, Accidents and Accident Reports, 27-12-4 et seq; article 5, Signs,

Signals and Markings, 27-12-5 et seq; article 6, Traffic Regulations, 27-12-6 et seq; article 8, Operation of Bicycles, 27-12-8 et seq; or any other traffic laws adopted by the city.

(c)

Effective date. This section shall take effect five days after it is published.

Attachment "A"

Sec. 23-36. - Police service aides.

Purpose.

(1)

The economic vitality of the City of Las Cruces is dependent upon residents and visitors patronizing local business. Such patronage requires that the limited parking spaces within the city be used for their intended lawful purpose and in the most efficient and equitable manner possible.

(2)

There exists in the City of Las Cruces serious street congestion conditions which: prevents the free circulation of traffic; obstructs access to and for the use of both, public and private property; increases traffic hazards, impedes the rapid and effective fighting of fires and the disposition of police forces; and endangers the public peace, health and safety. These conditions are caused in substantial part by insufficient space or accommodations for the parking of motor vehicles off the public streets. Therefore, it is in the public interest to regulate, manage, and operate parking meters and parking spaces and parking facilities within the city pursuant to the Municipal Parking Law, NMSA § 3-50-1 et seq.

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Authorization of police service aide. The chief of police shall designate police service aide(s) to target parking violations and investigate traffic crashes resulting up to minor injury to assist the police department with the enforcement of such crimes

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a) Police service aides shall have the authority to issue citations post-accident for traffic regulation violations contained in Las Cruces Municipal Code, article 4, Accidents and Accident Reports, 27-12-4 et seq; article 5, Signs,

Signals and Markings, 27-12-5 et seq; article 6, Traffic Regulations, 27-12-6 et seq; article 8, Operation of Bicycles, 27-12-8 et seq; or any other traffic laws adopted by the city.

(c)

Effective date. This section shall take effect five days after it is published.

3107; Council Bill 26-015

City Council Action and Executive Summary

Type of Action:
☐ **Resolution**
☒ **Ordinance**
☐ **TIDD Resolution**

District:	☒ **1** ☐ **2** ☐ **3** ☒ **4** ☐ **5** ☐ **6** ☐ **N/A**		
1st Reading:	January 20, 2026	**Adopted:**	February 2, 2026
Drafter:	Elizabeth Teeters	**Department:**	Economic Development

Title: **AN ORDINANCE TERMINATING THE PROJECT PARTICIPATION AGREEMENT (PPA) WITH 828 PRODUCTIONS, LLC, RELIEVING THE CITY OF AN OBLIGATION IN THE AMOUNT OF APPROXIMATELY $1,858,015.22, CONDITIONALLY AUTHORIZING THE FULL TERMINATION OF THE PPA AND ORDINANCES 3028, 3054, AND 3067, AUTHORIZING CLAWBACKS OF FUNDING EXPENDED UNDER THE PPA, AND AUTHORIZING REPAYMENT TO THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT.**

TYPE OF ACTION: ☐ **Administrative** ☒ **Legislative** ☐ **Quasi-Judicial**

PURPOSE(S) OF ACTION:

To terminate the Project Participation Agreement.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

On March 20, 2023, the Las Cruces City Council approved Ordinance No. 3028, establishing the 828 Productions, LLC (Company) Local Economic Development Act (LEDA) Project. The ordinance included a Project Participation Agreement (PPA) between the City and the Company and an Intergovernmental Agreement (IGA) between the City and the New Mexico Economic Development Department (NMEDD), together allocating $897,596 in City contribution from its capital outlay funds and making the City a fiscal agent to distribute up to $3,000,000 in State contribution. Subsequent amendments to the PPA were approved by City Council in December 2023 (Ord. No. 3054) and May 2024 (Ord. No. 3067), authorizing an additional $2.8 million in City funds. The City and State funds were intended to support specific cinematic infrastructure improvements across multiple properties within the City of Las Cruces.

Since adoption of the ordinance, the Company has expended $897,586 of the initial City funds and drawn $941,984.78 from the City's additional $2.8 million allocation. The Company has also submitted reimbursement requests, one in March 2025 of $191,923, and two in October 2025 of $308,000 and $245,464.78, from the City's funds. However, at least since receiving the invoice submitted in March 2025, City staff have been concerned whether the Company's expenditures materially advanced the objectives of the project and whether sufficient supporting documentation had been provided. In response, City staff initiated a comprehensive review of all invoices for City funding, including through an annual review required by the PPA and commenced in mid-2025. Through this review—described in part through document titled Annual Performance Review and attached as Exhibit A to the proposed ordinance—staff determined that the majority of expenses were associated with property maintenance and general upkeep rather than the construction or development of the cinematic infrastructure identified in the PPA and its amendments.

Pursuant to the PPA, the Company is required to submit an annual Economic Impact Analysis (EIA) by February 24 of each year. Failure to submit the report by April 15 of that year subjects the Company to a 10

percent clawback of all funds received by the Company. The Company did not submit its EIA until July 14, 2025, following correspondence from NMEDD advising of potential noncompliance. Accordingly, the City will authorize its staff to enforce the clawback requirement for a clawback totaling approximately $183,957.08.

The PPA also requires a clawback in the event of facility closure, meaning that the Company ceased production or failed to occupy the facility used to do business authorized by the LEDA Project, with "facility" defined in the PPA and subsequent amendments. The most recent amendment to the PPA identified as a production facility real property with an address of 300 S. Compress, St., Las Cruces, NM 88005 (the S. Compress Property). On November 3, 2025, City staff discovered that the Company had lost title to the S. Compress Property in August 2025, yet the Company had not provided notice to the City. Accordingly, the City will authorize its staff to enforce a separate and additional clawback under the PPA of at least all City contribution expended for the S. Compress Property, totaling approximately $1,137,570.78, plus, if requested by the State, a clawback of all State funds expended for the S. Compress Property. A complete breakdown of invoicing and requested clawbacks can be found in Attachment D.

Due to these findings and continuing compliance concerns, the City elects to terminate its contractual obligations to provide further City contributions to the Company pursuant to the PPA and authorizes City staff to terminate the agreement, recover applicable clawbacks, and seek other remedies as appropriate to make the City whole. The City's termination shall be construed as terminating its contractual responsibilities to give further City contribution but not to prevent continuing work on behalf of NMEDD as fiscal agent for the State funds, thereby allowing the LEDA Project to continue until such time as the State, through NMEDD, determines to terminate its contribution to the LEDA Project. City staff is directed in the course of termination described by this paragraph, including in any pursuit of a clawback, to provide for the satisfaction of outstanding debts owed by the City, including by deducting the eligible amount from the Company's most recent reimbursement requests from the City's total request for clawbacks.

However, notwithstanding the limited nature of the termination described in the prior paragraph, should NMEDD in the future choose to terminate the State contribution to the Company, then for the reasons above, the City by this Ordinance acts to terminate the LEDA Project in its entirety pursuant to NMSA 1978, § 5-10-12. Stated differently, a future decision by NMEDD to terminate its contribution shall act as a condition subsequent, which, once occurred, triggers cancellation as described in this paragraph. The City's decision to terminate the LEDA Project in this way includes fully terminating the PPA and terminating those ordinances previously authorizing the LEDA Project, including Ord. Nos. 3028, 3054, and 3067. The City's duty to satisfy outstanding debts shall then continue, and the City shall return all unexpended and unencumbered State funds to NMEDD.

SUPPORT INFORMATION:

Exhibit "A", 2025 828 LEDA Annual Performance Review
Attachment "A", LEDA Ordinance
Attachment "B", Project Participation Agreement Amendment 1
Attachment "C", Project Participation Agreement Amendment 2
Attachment "D", Invoice Breakdown

PLAN(S):

City Council Strategic Plan, Department Strategic Business Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Ordinance, terminating the City's portion of the Project Participation Agreement, and allowing the City to remain as fiscal agent to the State of New Mexico's funds, and, if the State through NMEDD subsequently determines to terminate its contribution to the Project, to terminate the Project in its entirety, including by terminating all City ordinances providing authority for the Project.
2. Vote "No"; this will not approve the Ordinance, and the City will continue its LEDA agreement with 828 Productions, LLC.
3. Vote to "Amend"; this could delay the Ordinance and would require City Council to provide direction to staff.
4. Vote to "Table"; this would delay the Ordinance and require City Council to provide direction to staff.

ORDINANCE 3107; COUNCIL BILL 26-015

AN ORDINANCE TERMINATING THE PROJECT PARTICIPATION AGREEMENT (PPA) WITH 828 PRODUCTIONS, LLC, RELIEVING THE CITY OF AN OBLIGATION IN THE AMOUNT OF APPROXIMATELY $1,858,015.22, CONDITIONALLY AUTHORIZING THE FULL TERMINATION OF THE PPA AND ORDINANCES 3028, 3054, AND 3067, AUTHORIZING CLAWBACKS OF FUNDING EXPENDED UNDER THE PPA, AND AUTHORIZING REPAYMENT TO THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT.

The City Council is informed that:

WHEREAS, on March 20, 2023, the Las Cruces City Council approved Ordinance No. 3028, establishing the 828 Productions, LLC (Company) Local Economic Development Act (LEDA) Project; and

WHEREAS, the Ordinance initially allocated $897,596 in capital outlay funds to the project, with an additional $2.8 million of City funds approved through amendments to the Project Participation Agreement (PPA) in December 2023 (Ord. 3054) and May 2024 (Ord. 3067). These funds were intended for specific cinematic infrastructure improvements across multiple properties in Las Cruces; and

WHEREAS, since the ordinance's adoption, the Company has expended $897,586 of the initial funding and has drawn $941,984.78 from the $2.8 million allocation, and 828 has submitted for future reimbursement invoices totaling $745,387.79; and

WHEREAS, an invoice submitted to the City for reimbursement in March 2025 raised concerns among City staff that the invoices did not materially serve the objectives of the Project and provided insufficient supporting documentation, and consequently City staff initiated a comprehensive review of all invoices related to the City's funding; and

WHEREAS, through this review, City staff determined that funds were primarily used for property maintenance and general upkeep rather than the material development of the infrastructure identified in the PPA and amendments; and

WHEREAS, as required by the PPA, the Company must complete an annual economic impact data sheet (EIA) by February 24 of each year, and if it is not submitted by April 15 of that year, the Company shall be subject to a 10% clawback of all funds received; and

WHEREAS, the Company did not submit their EIA until July 14, 2025, following correspondence from the New Mexico Economic Development Department (NMEDD) warning of a potential clawback; and

WHEREAS, the City accordingly authorizes its staff to require and seek that clawback, which equals approximately $183,957.08; and

WHEREAS, under the PPA, the Company is subject to a clawback of funds for its cessation of production or its failure to occupy its facility for business authorized by the LEDA Project; and

WHEREAS, the Company has lost title to real property designated as a production facility under the most recent amendment to the PPA, but the Company did not give notice to the City; and

WHEREAS, the City accordingly authorizes its staff to require and seek an appropriate clawback of funds related to the loss of the facility, which equals at least $1,137,570.78 in City funds and, if requested by NMEDD, additional State funds expended for development of the facility, separate from and in addition to the above-mentioned clawback of approximately $183,957.08; and

WHEREAS, due to its ongoing concerns, the City elects to terminate its contractual responsibilities to provide City contribution to 828 pursuant to the PPA for reason of 828's failure to comply with the requirements of that agreement while retaining its duties under the PPA while acting as fiscal agent for contributions by the State through NMEDD; and in the alternative, should NMEDD end its assistance to the Company through the LEDA Project, to terminate the LEDA Project in its entirety and including by terminating all City ordinances authorizing the LEDA Project (Ord. Nos. 3028, 3054, 3067); and

WHEREAS, the City authorizes its staff to require and seek such further and other remedies as occasioned by the Project and authorized by the PPA or law; and

WHEREAS, pursuant to NMSA 1978, Section 5-10-12, the City shall meet all lawful obligations due and owing to 828 Productions, and a request for any clawback amount shall be based on a thorough review of project-related expenses.

NOW, THEREFORE, Be it Ordained by the Governing Body of the City of Las Cruces:

(I)

THAT the City Council hereby empowers its City Manager to terminate the City contribution under this Project by passage of this ordinance, on grounds that an Annual Performance Review was held and the findings attached in Exhibit "A" and, since that Annual Performance Review, additional considerations informing the City's review have come to light including the matters discussed herein.

(II)

THAT the City authorizes its staff to require and seek a clawback of approximately $183,957.08, as stipulated in the PPA for not timely submitting the EIA.

(III)

THAT the City authorizes its staff to require and seek additional and separate clawbacks of at least $1,137,570.78 in City funds and, if requested by the State, additional State funds, as stipulated in the PPA for failure to occupy real property designated as a production facility under the PPA.

(IV)

THAT the City will continue to act as fiscal agent for the $3,000,000 contribution from the Legislature of the State of New Mexico, except that, should NMEDD elect to end its further contribution, the City by this Ordinance terminates in its entirety the LEDA Project and its prior ordinances authorizing the LEDA Project (Ord. Nos. 3028, 3054, and 3067) and remits to the State those State funds held by the City and owed to the State.

(V)

THAT the City authorizes its staff to require and seek such further and other remedies as occasioned by the Project and authorized by the PPA or law.

(VI)

THAT the City shall meet all lawful obligations due and owing to the Company, and a request for any clawback amount shall be based on a thorough review of project-related expenses.

(VII)

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

Annual Performance Review
828 Productions, LLC

This Annual Performance Review evaluates the performance of 828 Productions, LLC ("828") in accordance with the Local Economic Development Act ("LEDA"), the terms of the Project Participation Agreement ("PPA") between 828 and the City of Las Cruces, and relevant amendments to the PPA. In particular, this Review is authorized by Section 12 of the PPA and serves the purposes identified in Section 12, which states:

> To ensure the prudent use of the taxpayer's funds and as required by the LEDA statute and Ordinance[1], the Project will be subject to an annual performance review conducted by City or EDD staff beginning on June 30, 2023 and every year thereafter until this Agreement terminates. The review will evaluate whether the Project is meeting the requirements set forth in this Agreement and any subsequent agreements or amendments and shall be made available to the State. At this time, the Company may report any difficulties it has experienced under the terms of this Agreement of the LEDA program and may request any assistance it deems necessary. The City or State may request the Company provide data and information to assess the broader economic impact of the Project, but the Company shall not be required to divulge information or documents it considers confidential or proprietary.

Pursuant to this framework, this Review examines the approximately $2.8 million in funding designated by the City to 828 Productions, pursuant to the terms outlined in the Second Amendment to the PPA, adopted on May 6, 2024.[2] To date, 828 has submitted three (3) invoices for reimbursement that have been paid:

Invoice Number	Date	Amount
24238	11/21/2024	$ 174,984.78
24240	8/5/2024	$ 65,000.00
00682	8/5/2024	$ 702,000.00
	TOTAL:	**$ 941,984.78**

A fourth invoice (Invoice #0728) in the amount of $191,922.52 was received on March 7, 2025. City Economic Development staff requested supporting documentation on March 18,

[1] *See* NMSA § 5-10-1, *et seq.*; LCMC Ord. 3039

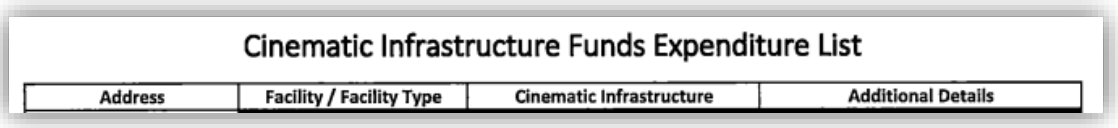
[2] There are only two amendments to the PPA, with the Second Amendment superseding the First Amendment.

2025, but the requested materials were not received until June 17, 2025. Due to the delay in receiving the documentation until City staff were in the course of preparing for this Review, evaluation for this invoice has been included in the current performance review before the invoice's payment.

As provided below, this review will cover (1) a summary of submitted invoices (paid and pending); (2) the annual review documentation requested; (3) 828's performance as measured by disbursement benchmarks and clawback milestones; and (4) recommendations for the future of this project.

1. Invoicing

City staff decided to initiate a systematic review of invoicing under this PPA after receiving Invoice #0728 on March 7, 2025. As a reason for their concerns, staff found that the documentation submitted with the invoice lacked detail and clarity, and did not adequately demonstrate that the expenditures aligned with the intended use of funds for cinematic infrastructure, as the PPA and Second Amendment required the expenditure of City funding for particular infrastructure related to the construction of film production facilities.[3] Staff requested additional supporting documentation and held discussions with 828 to gain a clearer understanding of the expenses in comparison with the Second Amendment to the PPA, including the enclosed Cinematic Infrastructure Funds Expenditure List (the "Expenditure List"), which together provide for categories of eligible expenditures for three facilities and allocates per-facility expenditure maximums. Staff included in its evaluation a review of the three previously paid invoices and identified concerning discrepancies. Within the Expenditure List, there are columns that represent a specific address (i.e., the facility), a category for type of work done, namely "Facility/Facility Type", and two subcategories of work done, namely "Cinematic Infrastructure" and "Additional Details," as reproduced below:



Cinematic Infrastructure Funds Expenditure List

Address	Facility / Facility Type	Cinematic Infrastructure	Additional Details

Thus, all reimbursements must reflect eligible costs clearly tied to cinematic infrastructure as defined in the Expenditure List, including (i) the address for the infrastructure project, (ii)

[3] As noted below, the PPA allotted the distribution of $897,596 of the City's local contribution across six "tranches" of expenditures for the construction of a road and parking lots. The Second Amendment allotted an additional $2,582,000 across three tranches for the development of particular infrastructure.

the type of facility for which services are authorized, (iii) the particular infrastructure service, and (iv) additional detailed qualifications as appropriate.

In comparison with these mandatory categories, the invoices reflect entirely unauthorized categories, which would make the expenditures ineligible. As more thoroughly detailed in the attached Exhibit A, which reviews all invoices submitted against eligible expenditure categories, a total of $276,774.25 has been paid to 828 that was ineligible because costs reflected ineligible categories, compared to a total of $665,210.53 eligible expenditures.

Similarly, certain invoices purported to cover expenses for the infrastructure projects on the Expenditure List, but many of the authorized categories from that List were not reflected in invoiced costs. As also detailed in Exhibit A, the expenditures show that there has been no work done across 17 of the 21 categories, despite the fact that over a third of available City funding across all three facilities (including all funding available for the S. Miranda facility) has been invoiced.

Finally, the currently pending invoice, totaling $191,922.52, raised additional concerns. Supporting documentation revealed that expenses were routed through DB Co., a subsidiary of 828. DB Co. invoiced 828, which then sought reimbursement from the City. This layered invoicing included additional administrative charges—such as Project Manager, Assistant Project Manager, Architectural Services, and Back Office—that lacked sufficient justification. Staffing invoices submitted by DB Co. included labor hours without specific descriptions of work performed. Red Cap Staffing, for example, provided temporary labor for landscaping, but the documentation does not specify the tasks completed. While it is possible that this relates to property maintenance previously discussed, this cannot be verified. And perhaps more fundamentally, the arrangements by 828 to pay through its own subsidiaries raises concerns of transparency and waste.

Additionally, a significant portion of the invoice consists of monthly security service charges. Although potentially eligible, these expenses—like the staffing hours—do not clearly align with the infrastructure objectives of the LEDA statute or the PPA.

Based on the ineligible categories and subcategories above and the concerns with the supporting documentation, the final expenses that would be eligible for reimbursement to 828 from the pending invoice are $17,283.43, which includes invoices for the interior remodel of the 2,900 square foot office and for the exterior remodel of the general building. A complete breakdown can be found in Exhibit B.

2. Annual Review

As noted above, Section 12 of the PPA anticipates that, as part of the annual review process, the City will request documents not only to "evaluate whether the Project is meeting the requirements" of the PPA; in addition, the City would seek "data and information to assess the broader economic impact of the Project." Consistent with this purpose, on April 11, 2025, the City notified 828 that the Annual Performance Review was forthcoming. City staff communicated that, as part of this year's review, a comprehensive audit of all invoices submitted to date would be conducted.

A follow-up meeting between 828 Productions and City staff was held on April 25, 2025. During this meeting, staff provided a detailed list outlining the documentation and information required to conduct the audit effectively. The list was intended to ensure full transparency and give 828 Productions a clear understanding of the City's expectations.

To further support this effort, a reminder was sent on June 12, 2025. This communication included an expanded version of the documentation checklist to clarify requirements and assist 828 Productions in preparing the requested materials.

As of the date of this report, the City has not received any of the documentation requested to conduct the audit as initially communicated in April and continually communicated since. Further, at the April 25 meeting, 828's leadership expressed that 828 will not provide information on the basis that it is entitled to withhold proprietary or confidential information under Section 12 of the PPA, but since that time, 828 has not identified any types of information it intends to withhold, just as it has not provided any information responsive to this request for additional documents. This lack of communication has hindered the City's ability to complete a full and accurate performance evaluation in accordance with the PPA.

3. Disbursement Milestones and Benchmark Criteria

In accordance with Sections 5 and 6 of the PPA, 828 is required to request disbursements of funding pursuant to a strict "tranche" schedule after demonstrating compliance with meeting certain milestones. Further, under Section 10, 828 must provide proof of meeting benchmarks for its performance, including an economic impact data sheet (EIA).

As stated in a letter sent to 828's legal counsel on April 28, 2025, there are concerns with consistency with the terms of the Agreement when it comes to reimbursement. 828's process for requesting reimbursements is inconsistent with the terms where they require requests for reimbursement on a different cadence reflecting less frequent reimbursement for the completion of "tranches" (also called "allotments") or work, as defined in the PPA.

Section 5 of the PPA specifies that contribution by the City under the Agreement "will be disbursed in six (6) separate allotments." Therefore, the PPA clearly requires disbursements no more than six times in total. Instead, 828 has submitted invoices on a "per job" basis without adequately supporting the work or attempting to meet the criteria for the disbursement of a specific tranche. While the City paid these invoices prior to the current invoice, City staff notes that 828 currently disputes that the contract's tranche-based system for reimbursement still applies, creating a present conflict between these two parties to the PPA.

Finally, as part of the reporting requirements of the PPA, 828 is required to complete an annual economic impact data sheet (EIA) by February 28 of each year. Under section 10, failure to complete and provide the EIA data sheet by April 15 of any calendar year subjects 828 to a mandatory 10% clawback of all funds received. The required information was ultimately submitted to the New Mexico Economic Development Department on July 14, following a an email from NMEDD warning of a potential clawback. While the data provided supports certain job creation and production spend commitments outlined in the Agreement are being met, it fails to demonstrate any measurable positive economic impact to the City of Las Cruces. Similar to the invoices received, the EIA submission is inscrutable, and ultimately it does not affect any of the above conclusions regarding the work done and invoicing received.

4. Concluding Recommendations

This Annual Performance Review has given an explanation of a number of issues with how 828 has requested and spent funding properly belonging to the public. Based on the findings and concerns outlined above, the City recommends terminating the LEDA Agreement with 828 and discontinuing the relationship. This recommendation is made pursuant to Section 12 of the PPA, which states:

> If the requirements are not being met, the City may terminate this assistance to the Project by passage of an ordinance which terminates this Agreement and specifies the disposition of all obligations of the Project. In addition, in accordance with LEDA, the City may enact an ordinance revoking the LEDA Ordinance and terminating any further payments for any or all Projects thereunder. In the event the City terminates the LEDA Ordinance of this Agreement while the Company is in compliance with the terms and requirements of this Agreement, the City will not have a right to clawback any of the payments already made to the Company.

The language of this Section provides that the City may terminate the Project with or without cause. The City acknowledges that funds have been paid to 828 for the prior three invoices, and having reviewed the provisions of Section 10 governing permissible clawbacks, has determined that for these invoices there may be an insufficient basis for requiring a clawback of expended funds except as provided under Subsection C where it references the EIA reporting requirement by April 15 of any calendar year.[4] As contemplated by that Subsection, 828 will be directed to return a "10% clawback of all funding received," presently totaling $94,198.47.

With respect to the pending invoice, the currently identified eligible expenses will be reimbursed. Should 828 wish to provide additional documentation in support of the invoice, such materials may be submitted for further review within the next thirty days. If deemed eligible, those additional expenses will also be reimbursed, and the 10% clawback will be accordingly adjusted. Ineligible expenses currently identified within the invoice will not be paid. At this time, the amount eligible for reimbursement is $17,283.43. Accordingly, the outstanding balance owed to the City by 828 is $77,515.04.

In further compliance with the PPA, City staff will present to the Las Cruces City Council an ordinance to formally revoke the ordinance by which this Project is authorized. 828 will be notified at least 30 days prior to the City Council meeting at which the ordinance may be adopted.

[4] By this statement, the City makes no final conclusion whether it may seek additional clawback or other remedies under the PPA beyond the 10% clawback referenced here. The City reserves all rights available to it.

Exhibit A – Invoices Breakdown

Section 1 – Ineligible Expenses

Invoice 24238

Address: 106 S. Miranda

Facility/Facility Type	Cinematic Infrastructure		Total w/Tax
General Building	Consulting	$	8,104.69
General Building	Consulting	$	11,886.88
General Building	Consulting	$	40,523.44
	Ineligible Costs	**$**	**60,515.01**

"Consulting" is an item available under "Facility/Facility Type," not "Cinematic Infrastructure."

Invoice 24240

Address: 300 S. Compress

Facility/Facility Type	Cinematic Infrastructure		Total w/Tax
General Property	Fence, Wall, & Gate	$	27,015.63
General Property	EXT Signage	$	7,564.38
General Property	EXT Signage	$	2,161.25
General Property	Consulting	$	29,176.88
	Ineligible Costs	**$**	**65,918.14**

There are not matching "Cinematic Infrastructure" subcategories within the "Facility/Facility Type" category

Invoice totals are more than the $65,000 requested

Invoice 0682
Address: 300 S
Compress

Facility/Facility Type	Cinematic Infrastructure		Total w/Tax
General Property	Planning & Design	$	86,250.00
General Property	Planning & Design	$	2,875.00
General Property	Consulting	$	10,500.00
General Property	Consulting	$	9,200.00
General Property	Consulting	$	7,475.00
2900sf Office	Planning & Design	$	8,509.24
Consulting	Construction	$	16,100.00
Consulting	Construction	$	10,350.00
	Ineligible Costs	**$**	**151,259.24**

There are no matching "Cinematic Infrastructure" subcategories within the "Facility/Facility Type" category. “Consulting” is not a qualifying “Facility/Facility Type.”

Invoice 0728 (Pending)

Address: 300 S
Compress

Facility/Facility Type	Cinematic Infrastructure		Total w/Tax
General Property	Planning & Design	$	27,000.00
General Property	Planning & Design	$	45,000.00
General Property	Planning & Design	$	12,000.00
General Property	Planning & Design	$	7,500.00
General Property	Planning & Design	$	1,700.00
General Building	Landscaping	$	5,500.00
General Building	Ext. Remodel	$	15,500.00
General Property	Concrete/Trash Removal	$	24,500.00
	Ineligible Costs	**$**	**138,700.00**

There are not matching "Cinematic Infrastructure" subcategories within the "Facility/Facility Type" category. "General Building" is not a "Facility/Facility Type"

Total Eligible and Ineligible Expenses

Invoice Number	Eligible	Ineligible	Total
24238	$114,469.77	$ 60,515.01	$ 174,984.78
24240	$ -	$ 65,000.00	$ 65,000.00
682	$550,740.76	$151,259.24	$ 702,000.00
0728 (Pending)	$ 53,223.00	$138,700.00	$ 191,923.00
Total	**$718,433.53**	**$415,474.25**	**$1,133,907.78**

Invoice 24240 submitted more documentation than was requested for reimbursement, which is why the ineligible costs are more than the total.

Section 2 – Unutilized Mandatory Fields

106 S. Miranda is fully expended, yet the following mandatory categories have not been utilized:

1. General Building - HVAC
2. General Building - Solar Power
3. General Building - Cleaning
4. General Building – Internet
5. General Building – Landscaping
6. General Building – Signage
7. General Building – Post-Production
8. General Building – Exterior Remodel
9. General Building – Utilities
10. Parking Lots – Planning & Design
11. Parking Lots – Repair/Maintenance
12. Parking Lots – Landscaping
13. Parking Lots – Plumbing
14. Parking Lots – Signage
15. Parking Lots – Lighting/Electric
16. Consulting
17. Lease Reimbursements

Exhibit B – Invoice 0728 Supporting Documentation

Facility/Facility Type	Cinematic Infrastructure	Invoice	Amount	Concerns
2,900sf Office	Interior Remodel	MCD Invoice	$ 1,765.40	
		APEX Invoices	$ 1,729.32	Missing Invoice #32972 - $48.68
		Project Manger	$ 1,125.00	Extra charge is not justified
		Assistant PM	$ 1,850.00	Extra charge is not justified
		Back Office	$ 760.00	Extra charge is not justified
		INELIGIBLE	$(3,783.68)	
		ELIGIBLE	**$ 3,446.04**	

Facility/Facility Type	Cinematic Infrastructure	Invoice	Amount	Concerns
2,900sf Office	Interior Remodel	Torres Welding Inc Inv	$ 1,152.90	
		Rawson Builders Inv	$ 1,178.63	
		Materials Expense	$ 5,824.31	No invoice
		Back Office	$ 150.00	Extra charge is not justified
		INELIGIBLE	$(5,974.31)	
		ELIGIBLE	**$ 2,331.53**	

Facility/Facility Type	Cinematic Infrastructure	Invoice	Amount	Concerns
General Building	EXT Remodel	Kershaw El Invoices	$11,743.60	Invoice #5113 counted twice - $237.74
		Project Manager	$ 1,050.00	Extra charge is not justified
		A Project Manager	$ 1,000.00	Extra charge is not justified
		Back Office	$ 500.00	Extra charge is not justified
		INELIGIBLE	$(2,787.74)	
		ELIGIBLE	**$11,505.86**	

Exhibit "A"

Facility/Facility Type	Cinematic Infrastructure	Invoice	Amount	Concerns
General Property	Security	Repair Materials Expenses	$ 2,091.65	No invoices but documentation
		Property Camera Supplies/Services	$ 4,104.06	No invoices but documentation
		Police Report Copies	$ 27.00	No invoices but documentation
		Project Manager	$ 750.00	Extra charge is not justified
		Security Detail	$12,325.00	Extra charge is not justified
		Back Office	$ 1,000.00	Extra charge is not justified
		INELIGIBLE	$(20,297.71)	
		ELIGIBLE	**$ -**	

TOTAL ELIGIBLE REIMBURSEMENT	$ 17,283.43

Attachment "A"

ORDINANCE 3028; COUNCIL BILL 23-022

AN ORDINANCE SUPPORTING INVESTMENT OF $897,596 IN AN ECONOMIC DEVELOPMENT PROJECT IN ACCORDANCE WITH THE CITY OF LAS CRUCES LOCAL ECONOMIC DEVELOPMENT PLAN, AUTHORIZING A PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY AND 828 PRODUCTIONS, LLC., AND ENTERING INTO AN AGREEMENT TO SERVE AS FISCAL AGENT FOR THE STATE OF NEW MEXICO'S PARTICIPATION NOT TO EXCEED $3,000,000 IN THE PROJECT.

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) adopted an updated LEDA Plan in 2018 to encourage economic development; and

WHEREAS, 828 Productions, LLC., (the "Company") has applied for LEDA assistance from the City and the State of New Mexico; and

WHEREAS, the State of New Mexico has committed up to $3,000,000 in LEDA funding and the City has proposed to provide LEDA funding of $897,596 in Capital Outlay funds; and

WHEREAS, the State of New Mexico conducted an economic impact analysis establishing the benefit of this LEDA project to the community.

NOW, THEREFORE, Be it Ordained by the Governing Body of the City of Las Cruces:

(I)

THAT the City hereby enters into a Project Participation Agreement, as shown in Exhibit "A" attached hereto and made part of this Ordinance, with 828 Productions, LLC., subject to the requirements of LEDA and the adopted LEDA Plan of the City, for its $897,596 in investment in the project.

(II)

THAT the City hereby enters into an Intergovernmental Agreement with the State of New Mexico to serve as fiscal agent for the administration of up to $3,000,000 the State will invest in the project, as shown in Exhibit "B" attached hereto and made part of this Ordinance.

(III)

THAT the City Manager is hereby authorized to sign the Agreements as referenced in this Ordinance on the City's behalf.

(IV)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this 20 day of March 2023

Attachment "A"

APPROVED

Mayor

ATTEST:

City Clerk

Moved by: Tessa Abeyta

Seconded by: Becki Graham

AYES Kasandra Gandara, Ken Miyagishima, Johana Bencomo, Becki Graham, Becky Corran, Tessa Abeyta

NAYS

Attachment "A"

3028; Council Bill 23-022

City of Las Cruces
City Council Action and Executive Summary

Type of Action:
☐ **Resolution**
☒ **Ordinance**
☐ **TIDD Resolution**

District:	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:	March 6, 2023	**Adopted:**	March 20, 2023
Drafter:	Elizabeth Teeters	**Department:**	Economic Development
Program:	Business Development	**Line of Business:**	Business Development

Title:	**AN ORDINANCE SUPPORTING INVESTMENT OF $897,596 IN AN ECONOMIC DEVELOPMENT PROJECT IN ACCORDANCE WITH THE CITY OF LAS CRUCES LOCAL ECONOMIC DEVELOPMENT PLAN, AUTHORIZING A PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY AND 828 PRODUCTIONS, LLC., AND ENTERING INTO AN AGREEMENT TO SERVE AS FISCAL AGENT FOR THE STATE OF NEW MEXICO'S PARTICIPATION NOT TO EXCEED $3,000,000 IN THE PROJECT.**

TYPE OF ACTION: ☒ **Administrative** ☐ **Legislative** ☐ **Quasi-Judicial**

PURPOSE(S) OF ACTION:
Approve a Local Economic Development Act (LEDA) project for 828 Productions, LLC.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
828 Productions, LLC, (Company) is a film production company that has selected Las Cruces as the location for its film studio. The State of New Mexico (State) via the State's Local Economic Development Act (LEDA) Program is committing $3,000,000 in LEDA funding. The City of Las Cruces (City) has proposed providing LEDA funding of $897,596 in Legislative Capital Outlay Funds. In exchange, the Company has committed to employing 100 full-time persons by December 31, 2029, with a capital investment of approximately $75,000,000.

If approved by this proposed Ordinance, the City will enter into a Project Participation Agreement (Exhibit "A") with the Company, subject to the LEDA requirements and the adopted LEDA Plan by the City, for its investment in the project. Furthermore, the City will enter into an Intergovernmental Agreement (Exhibit "B") with the State to serve as the fiscal agent for the administration of up to $3,000,000 of LEDA contribution to the project.

A separate resolution will be brought to City Council for a budget adjustment for both City and State when the State funding is received.

SUPPORT INFORMATION:
Exhibit "A", Project Participation Agreement
Exhibit "B", Inter Governmental Agreement
Attachment "A", LEDA Application
Attachment "B", Executive Summary

PLAN(S):
City Council Strategic Plan, Department Strategic Business Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes", this will approve the Ordinance and authorize the City to provide local LEDA funding and to act as fiscal agent for State LEDA Project funds to 828 Productions, LLC.
2. Vote "No", this will not approve the Ordinance and authorize the City to provide local LEDA funding and to act as fiscal agent for State LEDA Project funds to 828 Products, LLC.
3. Vote to "Amend", this could delay the Ordinance and would require City Council to provide direction to staff.
4. Vote to "Table", this would delay the Ordinance and require City Council to provide direction to staff.

PROJECT PARTICIPATION AGREEMENT

This Project Participation Agreement ("Agreement") is entered into on March 20, 2023 by and between **CITY OF LAS CRUCES, NEW MEXICO** (the "City"), a political subdivision of the State of New Mexico (the "State"), and **828 Productions, LLC** (the "Company").

Recitals.

A. Article 9, Section 14 of the New Mexico Constitution provides counties the ability to create new job opportunities by providing land, buildings or infrastructure for facilities to support new or expanding businesses, provided that adequate safeguards are employed to protect public monies and resources. Pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-17 NMSA 1978 (the "Act"), public support for economic development may be provided if the governmental entity has adopted by ordinance an economic development plan and has approved by a second ordinance an application for a project in keeping with such plan.

B. Pursuant to City of Las Cruces Ordinance No. 2873 (the "Las Cruces Local Economic Development Plan"), adopted on September 17, 2018, the City established the City of Las Cruces Economic Development Plan (the "Plan") as the City 's economic development plan as required by Section 5-10-6, NMSA 1978.

C. As provided in the Las Cruces Local Economic Development Plan Ordinance, the City considered an application from the Company, which proposed that the City serve as local government conduit for an appropriation of up to $3,000,000 from the Legislature of the State of New Mexico (the **"State Contribution"**) and also provide up to $897,596 in Capital Outlay funds (the **"City Contribution"**) toward the Company's development of a production facility at 106 S. Miranda Street in the City of Las Cruces, New Mexico (the "Project"). The company will construct and occupy the facility and will employ a minimum of 100 full-time persons by December 31, 2029.

D. The City has adopted Ordinance No. 2873 ("Local Economic Development Act") and Resolution No. 19-050 ("Local Economic Development Plan" finding that the Company is a "qualifying entity" and the Project is an "economic development project" as those terms are defined by the Act, and approving this Agreement as meeting the requirements of the Act.

1. **Goals and Objectives.** The objective of this Agreement is to create and support an economic development project that fosters, promotes and enhances local economic development efforts. The goal is that the Project will provide jobs and career opportunities that will benefit the community and contribute to its long-term economic growth and sustainability.

2. **Substantive Contribution from the Company.**
   a. **Facility.** The Company will establish a production facility at 106 S. Miranda Street and other suitable locations within the City of Las Cruces, New Mexico (the "Facility").

   b. **Investment.** The Company (or one of its subsidiaries, affiliates, investment partners or other related entities) will make capital investments in the Project and costs associated therewith (including for the acquisition of land, building, equipment, tangible personal property and services associated with the acquisition, construction and equipping of the Project) in the amount of approximately $75,000,000 by December 31, 2031 (the "Project Contribution").

   c. **Production Spend Investment.** The Company (or one of its subsidiaries, affiliates, investment partners or other related entities) will spend $350 million on productions by December 31, 2032.

   d. **Job Creation.** The Company will directly employ a target of 100 full-time employees at the facility by December 31, 2029 (the "Job Target"). "Job" means a permanent, full-time employment position (at least 32 hours per week) offering the employee the full range of benefits offered to other full-time employees of the Company. Full–time employees do not include agency, sub-contracted, temporary employees or independent contractors.

   e. **Sustainability.** Although the Company intends to have a long-term presence in the City, for purposes of the contractual obligations of this Agreement, the Company covenants to continue to operate the Project until December 31, 2032.

3. **The State Contribution**

   a. The City anticipates that the State Contribution will be delivered by the State to the City for disbursement to the Company upon enactment of the Project LEDA Ordinance, and execution of this document and the intergovernmental agreement between the State and the City, after which time the City will request transfer of the State Contribution. Upon receipt, the City will place the State Contribution into a separate account established in connection with the Project, as required by law. The City will disburse the State Contribution, if and when it is received, only in the manner described in this Agreement and the Intergovernmental Agreement executed between the City and the State. The City will disburse the State Contribution to the Company as reimbursement for LEDA Eligible Expenditures subject to the Company's satisfaction of the conditions set forth herein. Disbursements shall be paid on a reimbursement basis and the Company shall first incur the LEDA Eligible Expenditures and then submit requests for reimbursement to the City. For purposes of this

Agreement, **"LEDA Eligible Expenditures"** shall mean: expenditures including, but not limited to, land, building and infrastructure, including permanently installed and situated physical assets and the design, labor and permitting required to put them in place. Examples include: foundation, drainage improvements, electrical wiring, architecture fees, insulation, landscaping and equipment rentals.

b. The State's contribution is composed of a LEDA award of $3,000,000 for use by the Company for such purposes as set forth in NMSA 1978, § 5-10-3(E), the application of the Company and the agreements entered into between the parties. The Company shall also instruct the contracted construction companies to use the correct **New Mexico Taxation and Revenue Department Location Code of 07-105 for the City of Las Cruces.**

4. The City Contribution.

a. The City will account for receipts and disbursements of the State Contribution and will provide financial documentation to the State pertaining to the State Contribution. The City will contribute up to $897,596 in Capital Outlay funds. The City will comply with the Local Economic Development Act ("LEDA") with respect to the acceptance and disbursement of the State and Local Contributions. As required by the LEDA Ordinance and the Act, City will deposit the State Contribution into a clearly identified separate account.

b. The State Contribution will be disbursed to the Company through the City for reimbursement of LEDA Eligible Expenditures.

5. Disbursement of City and State Contributions

a. State and City contributions shall be deposited into separate accounts for this project and disbursed through the City.

b. **Conditions to Disbursement; Performance Milestones.** The State Contribution will be disbursed in four (4) separate allotments. The City Contribution will be disbursed in six (6) separate allotments. Each disbursement will be conditioned on (i) the Company's having incurred LEDA Eligible Expenditures prior to the disbursement; (ii) where applicable, the Company meeting minimum employment targets and being in compliance with job reporting requirements; and (iii) the Company's satisfaction of the performance milestones set forth below (the "Disbursement Performance Milestones") for each allotment prior to the disbursement:

State of New Mexico LEDA Disbursement Schedule		
Tranche	*Amount of State Contribution Available for Disbursement/Tranche*	*Disbursement Performance Milestone*
1	$1,000,000	Obtain a certificate of occupancy, incur LEDA eligible expenses, and current with all reporting
2	$1,000,000	Hire 30 new employees for a total employment of 30 and maintain for two quarterly reporting periods, incur LEDA eligible expenses and current with all reporting
3	$500,000	Maintain a minimum of 35 employees for two quarterly reporting periods and have at least $100,000,000 in film production spend and current with all reporting
4	$500,000	Hire 40 additional new employees for a total employment of 70 employees and maintain for two quarterly reporting periods, incur LEDA eligible expenses and current with all reporting

City of Las Cruces LEDA Disbursement Schedule		
Tranche	*Amount of Local Contribution Available for Disbursement/Tranche*	*Release of Lien Performance Milestone*
1	$304,790	Access road to Stage 1 and Work Shop
2	$96,144	Surface Parking Workshop
3	$83,328	Surface Parking – Stage 1 Lot
4	$119,900	Surface Parking – POB Lots 2&3
5	$159,100	Surface Parking – Lot 6
6*	$134,334	Surface Parking – Lot 5
*Will not reimburse for entire cost		

6. **Disbursement Requests.** From time to time, after the Company has satisfied the conditions for disbursement set forth herein, the Company may submit to the City and the New Mexico Economic Development Department ("EDD") a written request for disbursement of the State Contribution (the "Disbursement Request"). All Disbursement Requests shall be accompanied by (i) documentation substantiating LEDA Eligible Expenses, and (ii) documentation of current employment level in New Mexico pursuant to Section 10c below. The Company will not submit a Disbursement Request for less than $50,000, but may, upon completion of all performance milestones, submit a Disbursement Request for up to the full amount of the State Contribution or City Contribution then available to the Company at any time. The City may, in good faith, object to or require additional information regarding a Disbursement Request to verify compliance with this Agreement.

7. **Review.** EDD will review the Disbursement Request to assure the charges submitted are LEDA Eligible Expenditures. The EDD's review and approval or objection shall not be unreasonably withheld and shall occur within 30 calendar days of receipt of the Disbursement Request. The City will disburse to the Company the full amount requested in the Disbursement Request no later than 30 calendar days after EDD's approval of the Disbursement Request.

8. **No Offset of City costs.** The City may not offset any internal costs or overhead charges for review or processing of the Disbursement Requests against the Disbursement Request or the State Contribution.

9. **Security.** As security for the faithful performance and payment of Company's obligations under this Agreement, prior to the Company's receipt of any part of the State Contribution or City Contribution, Company shall furnish the City with a Letter of Credit or some alternative form of security in a form mutually acceptable to the parties (the "Security"). The maximum obligation secured by the Security (the "Maximum Obligation") will be $3,897,596. The Company shall be permitted to obtain incremental increases in the Security in the amount of each Disbursement Request and shall not be required to secure the Maximum Obligation before a disbursement will be made. No State Contribution will be transferred to the City until Security in the amount of the State Contribution is accepted.

   a. The City may draw on the Security in order to satisfy any unpaid Clawback Penalty which shall become due and payable, but only thirty (30) calendar days following written demand for payment to the Company. Such draw may be initiated without filing a proceeding in any court of competent jurisdiction.
   b. Provided that the Company has not been required to pay any Clawback, the Security will terminate on January 31, 2033, unless earlier released in accordance with this Agreement.
   c. If the State or the City reduce the amount of LEDA Funds and/or forgivable lien that are made available for the Project and/or if the Company does not draw the entire amount of the LEDA Funds and/or forgivable lien available, the Maximum Obligation will be reduced proportionately to reflect the amount of LEDA Funds and/or forgivable lien actually received by the Company.
   d. A mortgage agreement/municipal lien document shall be recorded in Dona Ana County in the amount of the City Contribution. Partial lien releases shall be recorded upon performance of the set performance milestones.

10. **Clawbacks.** Notwithstanding any other provision of this Agreement, the Company shall be required to pay the Clawback Penalties set forth in this Section (together with forfeiture of the security instrument provided to secure the Company's Clawback obligations), if the Company does not satisfy the conditions

set forth herein.

Facility Closure Clawback.
Full closure of the facility will result in a clawback based on the number of years the Q/E has operated under this agreement as per the following table:

2023	100%
2024	100%
2025	100%
2026	100%
2027	90%
2028	80%
2029	70%
2030	60%
2031	50%
2032	40%

a. For purposes of this Agreement, a failure to produce product for a period of 90 calendar days or more, after initial startup (initial startup will be considered the date of the first production run or within 180 days of receipt of certificate of occupancy, whichever comes first) or failure to occupy the Facility shall be considered a cessation of operations; provided however cessations for reasonable periods for the repair or replacement of facilities damaged or destroyed, cessations resulting from labor disputes, strikes, riots or acts of God, shortages of materials or supplies or for any other reason beyond the reasonable control of the Company, or under similar circumstances will not constitute a failure by the Company to comply with this Section 10a. If the Company ceases operations for any of the causes set forth in this Section 10a, the Company shall submit a plan for resolving such cessation of operations within 30 calendar days. In the event of a cessation of operations, the Company shall provide written notice thereof and a reason therefore to the City within 10 calendar days.

b. **Performance Clawback.** It is the Company's intent to create, hire and maintain the number of jobs set forth in the table below under the column captioned "Cumulative Fulltime Target Job Number" on the Job Determination Dates set forth below. If the Company does not meet or exceed the job numbers set forth under the column captioned "Minimum Job Number" in the table below on each of the specified Job Determination Dates (and after expiration of the Cure Periods), then the Company shall be required to pay a Clawback Penalty (as defined below) to the City which will be applied in the percentage set forth in the table below in addition the company is agreeing to generate a minimum of $350 million in production those clawback penalties are also described below:

Job Creation and Production Spend Commitment and Schedule					
Year	*Cumulative Full Time Job Creation Target*	*Minimum Job Number*	*Job Determination Period*		*Clawback %*
1	10	9	Ordinance Date	12/31/23	100%
10	10+90 = 100	90	1/1/32	12/31/32	30%
b Additional Notes: Only New Mexico based employees count towards job creation target.					
^ Clawback calculator attached for illustrative purposes.					

Year	Cumulative Spend Target	Minimum Spend	Spend Determination Period		Clawback %
5	$55,000,000	$50,000,000	Ordinance Date	12/31/2027	100%
10	$350,000,000	$315,000,000	1 /1/32	12/31/2032	50%
Clawback percentage is calculated on the shortfall quotient times the amount of LEDA received by the company time the percentage of clawback, example illustrated below					
Year 10 production spend by the company $290,000,000 LEDA received $3,897,000 $315,000,000 - $290,000,000 = $25,000,000 $25,000,000/$315,000,000 = 7.94% 7.94% X $3,897,000 = $309,285.71 $309,285.71 X 50% = $154,642.86					

For the purposes of this Section:

The "**Clawback Penalty**" is a penalty that the Company will be required to pay the City upon the Company's failure to meet the Minimum Job Target on the applicable Job Determination Date, if such Minimum Job Target is not otherwise reached by the Company during the Cure Period. The Clawback Penalty shall be equal to the product of the Percentage Hiring Shortfall (as defined herein), multiplied by the total State Contribution paid to the Company as of that time. For purposes of this subsection, the "**Percentage Hiring Shortfall**" shall be the quotient of (i) the Minimum Job Number for applicable Job Determination Date, minus the actual number of jobs the Company maintains at the Facility at that time, divided by (ii) the Minimum Job Number for applicable Job Determination Date. See Attachment 1 hereto for examples of job Clawback Calculations

"**Cure Period**" is the period of 180 calendar days after each Job Determination Date during which the Company shall have the opportunity to cure any shortfall in meeting the Minimum Job Number. For the avoidance of doubt, if the Company meets the Minimum Job Number at any time during the Cure Period as validated

by the job reporting requirements set forth herein, the Company shall have no obligation to pay a Clawback Penalty corresponding to the applicable Job Determination Date. If the Company fails to reach the Minimum Job Number during the Cure Period, the Company shall pay the City a Clawback Penalty determined in accordance with the table set forth above.

In the event that there are shortfalls on both jobs and spend requirements the respective clawback penalties will be combined to determine the total clawback required.

The parties hereto recognize certain economic factors generally described as "Business Climate Changes" are beyond the control of any of the parties and may affect the ability of the Company to strictly adhere to the job creation numbers and schedule set forth herein. "Business Climate Changes" means substantial changes, beyond the control of the Company within the industry in which the Company operates, that causes a significant decrease in the Company's ability to perform pursuant to the requirements of this agreement with the City. The Company may request specific modifications to the job creation schedule in writing within ten calendar days of learning of the existence of the "Business Climate Change." Such notification shall include the details of the business climate change, the effect thereon on the Company, and the modification of this agreement the Company requests. If the City and EDD agree that Business Climate Changes have affected the Company's ability to perform, the Performance Clawback may be modified by ordinance.

c. **Job Reporting.** The Company shall submit quarterly employment reports documenting its quarterly filing of the Department of Workforce Solutions' (DWS) Employment and Wage Detail Reporting as submitted to DWS in the form and manner required by EDD and the City beginning with the January 31, 2023 and continuing every April 30, July 31 and October 31 thereafter until the completion of this agreement. The State will provide copies of all such reports to the City or the State may request a copy of the Company's quarterly employment reports at any time while this Agreement is in effect and the Company agrees to provide such documents. The Company acknowledges this quarterly reporting will be relied upon by the City and the State to ascertain if the Company is in compliance with the job creation provisions of this Agreement and all subsequent and ancillary agreements. The Company will receive no disbursements of State Contribution as stipulated in this Agreement without up-to-date quarterly job reporting as set forth herein.

    1. The Company shall complete an annual economic impact data sheet (EIA) provided by the State of New Mexico Economic Development department not late than February 28 of each year beginning in 2024. This will reflect actual economic activity and hiring of the Q/E for the preceding calendar year. Failure to complete EIA data sheet by April 15th of any calendar year Q/E shall be subject to a 10% clawback of all

funds received.

d. If the Company has been required to pay the Facility Closure Clawback, the Company will not be required to pay any Performance Clawback that may come due after the date of such payment.

11. **Fees.** Each party shall bear its own costs and expenses in connection with the negotiation, execution and delivery of this Agreement or any amendment or enforcement of this Agreement.

12. **Annual Performance Review.** To ensure the prudent use of the taxpayer's funds and as required by the LEDA statute and Ordinance, the Project will be subject to an annual performance review conducted by City or EDD staff beginning on June 30, 2023 and every year thereafter until this Agreement terminates. The review will evaluate whether the Project is meeting the requirements set forth in this Agreement and any subsequent agreements or amendments and shall be made available to the State. At this time, the Company may report any difficulties it has experienced under the terms of this Agreement or the LEDA program and may request any assistance it deems necessary. The City or State may request the Company provide data and information to assess the broader economic impact of the Project, but the Company shall not be required to divulge information or documents it considers confidential or proprietary.

If the requirements are not being met, the City may terminate this assistance to the Project by passage of an ordinance which terminates this Agreement and specifies the disposition of all obligations of the Project. In addition, in accordance with LEDA, the City may enact an ordinance revoking the LEDA Ordinance and terminating any further payments for any or all Projects thereunder. In the event the City terminates the LEDA Ordinance or this Agreement while the Company is in compliance with the terms and requirements of this Agreement, the City will not have a right to clawback any of the payments already made to the Company.

13. **Termination**. This Agreement shall terminate at the close of business on January 31, 2033 or when otherwise terminated by ordinance.

14. **Request for early release of security.** If the Company achieves and then sustains the Minimum Job Number of 100 permanent, full-time employees for six (6) consecutive months prior to December 31, 2030 and has made in excess of three hundred and fifty million dollars ($350,000,000) in production spend the Company may request release of the Security and termination of the agreement. Said request shall be made to the City in writing and accompanied by documentation comprising its quarterly job reports demonstrating such employment. In no event shall the security be released until the Company has furnished contemporaneous job reporting documentation and completed the corresponding Annual Performance Review. A request for release of the Security may not be submitted prior to December 31, 2030. Upon receipt of such a request the New Mexico Economic

Development Department will work with the Company to gather sufficient documentation of the economic activity directly created by the Company during the period of this agreement and complete an economic impact analysis report. If said report verifies that the State of New Mexico has received direct tax revenues from the activity of the company said request shall be granted.

15. **Liability.** No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Nothing herein shall operate or be deemed to alter or expand any liabilities or obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1, et seq.), or to waive any immunities, limitations or required procedures thereunder. Nothing in this Agreement constitutes a waiver of any party's right to seek judicial relief.

16. **Amendments.** This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto and EDD. Any amendments may be subject to the approval of the Governing Body of City of Las Cruces.

17. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of New Mexico. The venue for any litigation shall be a competent court of jurisdiction located in New Mexico.

18. **Miscellaneous.** This Agreement binds and inures to the benefit of the City and the Company and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning party and the EDD; provided, however, that with notice to the City and the EDD, the Company may assign this Agreement to any affiliate or other member of the Company that agrees in writing to assume and perform all of the Company's obligations under this Agreement. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument.

19. **Notice.**
All notices or other written communications, including requests for disbursement, that are required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized overnight delivery service, by fax, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown below. If notice is mailed, it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If a notice is hand-delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. If any written notice is sent by facsimile or electronic mail, it will be deemed received upon printed or written confirmation of the transmission. A party may change its notice address by written notice to the other party to this Agreement.

The initial notice addresses for the parties are as follows:

If to the City:
City of Las Cruces
Attention: Economic Development
P O Box 20000
Las Cruces, New Mexico 88004

If to the Company:
828 Productions, LLC
100 S. Church Street
Las Cruces, NM 88001

Effective Date: _____

Attachment:

1. Example of Clawback Calculations

SIGNATURE PAGE TO PROJECT PARTICIPATION AGREEMENT

CITY OF LAS CRUCES, NEW MEXICO

By _____

Name Ifo Pili

Title City Manager

828 Productions, LLC

By todd lundbohm

Name: Todd Lundbohm

Title: CEO

Attachment 1
Example of Clawback Calculations

Clawback Calculations

Clawback Formula = (Job Creation % Shortfall) * (Cumulative LEDA Dollars Distributed)

Job Creation % Shortfall = (1 - (actual jobs / cumulative hiring target))*100%

Example - 1 100%		End of year 1, inclusive of cure period
Actual Employees	(a)	41
Cumulative Hiring Target	(b)	42
Job Creation % Shortfall =	(c) = 1-(a/b)	2.38%
LEDA Dollars Distributed	(d)	$ 150,000.00
Clawback %	(e)	100%
Penalty	(f) = c*d*e	$ 3,571.43

Example - 2 100%		End of year 2, inclusive of cure period
Actual Employees	(a)	57
Cum Hiring Target	(b)	58
Job Creation % Shortfall =	(c) = 1-(a/b)	1.72%
LEDA Dollars Distributed	(d)	$ 200,000.00
Clawback %	(e)	100%
Penalty	(f) = c*d*e	$ 3,448.28

Example - 3 75%		End of year 3, inclusive of cure period
Actual Employees	(a)	57
Cum Hiring Target	(b)	58
Job Creation % Shortfall =	(c) = 1-(a/b)	1.72%
LEDA Dollars Distributed	(d)	$ 200,000.00
Clawback %	(e)	75%
Penalty	(f) = c*d*e	$ 2,586.21

INTERGOVERNMENTAL AGREEMENT BETWEEN THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT AND THE CITY OF LAS CRUCES, NEW MEXICO

This Intergovernmental Agreement ("Agreement") is entered into as of the date of the last signature affixed below by and between the New Mexico Economic Development Department ("EDD") and The City of Las Cruces (the "City"), a political subdivision of the State of New Mexico, and collectively referred to as "the Parties" with reference to the following facts.

RECITALS:

WHEREAS, the legislature of the State of New Mexico appropriated funds to the Economic Development Department for economic development projects statewide pursuant to the Local Economic Development Act (the "Appropriation"); and

WHEREAS, the purpose of the Local Economic Development Act, NMSA 1978 §5-10-1 through §5-10-14 (2020) ("LEDA"), is to provide "public support for economic development to foster, promote and enhance local economic development efforts"; and

WHEREAS, the City has adopted LEDA by Ordinance No. 2873, which established the City of Las Cruces Economic Development Plan that promotes economic development within the City; and

WHEREAS, 828 Productions, LLC (hereinafter "Qualifying Entity") has entered into a Local Economic Development Project Participation Agreement (hereinafter "PPA") with the City. A copy of the City's Ordinance and PPA are attached hereto and incorporated herein; and

WHEREAS, pursuant to the terms of that PPA, the Qualifying Entity will remodel/refurbish and occupy the production facility at 106 S. Miranda Street and other suitable locations within Las Cruces, New Mexico (the "Project") and will employ at least 100 full-time persons by December 31, 2029; and

WHEREAS, EDD and the City desire to enter into this Agreement as necessary to facilitate disbursement of funds for the Project.

NOW THEREFORE, the Parties do hereby agree to the following terms and conditions to accomplish the Project.

SECTION 1. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to define the responsibilities of the City and EDD for the oversight and administration of up to $3,000,000 of the Appropriation for the Project. It is the intent of the parties that the City will receive an amount up to three million dollars ($3,000,000) to implement the Project. The Parties agree that any and all State funds received will be accounted for by the City as the fiscal agent for EDD in accordance with the procedures the City will use to account for its own funds and property used to implement the project, or any properties acquired or developed by the City as a result of implementation of the Project will be used by the City for economic development purposes only.

SECTION 2. SCOPE OF WORK:

The City will act as fiscal agent for up to $3,000,000 of the Appropriations for the Project. Pursuant to Section 5-10-3(D) of LEDA, EDD will transfer up to $3,000,000 to the City for costs and expenses associated with the Project. In exchange for the contribution, the Qualifying Entity certifies it will employ at least 100 full-time employees at the facility by December 31, 2029, and generate a minimum of $350 million in production spend by December 31, 2032.

All the terms, conditions, and requirements set forth under the PPA are incorporated into this Agreement. EDD and the City agree that failure of the Qualifying Entity to create the number of new full-time jobs described in the PPA or otherwise meet its obligations set forth under the PPA shall require the City to apply the applicable Clawback as provided for by the PPA. In the event that the Qualifying Entity does not remit to the City the monies owned as provided for by the PPA then such violation will require that the City foreclose on the

security interest after any cure period granted to the Qualifying Entity. Any monies recovered by the City as a result of payment made by the Qualifying Entity from the application of the applicable Clawbacks shall be returned to EDD within 30 calendar days. Any foreclosure of the security interest shall be returned to EDD. The Qualifying Entity will deliver to the City contemporaneously with the execution of the PPA a form of security acceptable to all parties, which will be incorporated into this Agreement (the "Security").

SECTION 3. CITY RESPONSIBILITIES:

The City shall:

A. Pay the costs and expenses incurred for the Project from the Appropriation.

B. Provide to EDD supporting documentation in a format acceptable to EDD for activities associated with the Project. Any funds recaptured by the City as the result of enforcing the provisions of the PPA shall be returned to EDD.

C. The City shall notify EDD in writing of any failure to meet requirements (default) of the PPA by the Qualifying Entity within 15 business days of learning of the event of default.

D. Serve as Fiscal Agent for the funds transferred to it under this Agreement.

E. Distribute the funds transferred to the City by EDD to the Project; account for receipts and disbursements of said monies; and provide EDD with the required financial documentation pertaining to this disbursement.

F. Submit all required and reasonably requested documentation to EDD including the endorsed LEDA Ordinance approved by the City Council accepting the Project as qualifying entity for LEDA, with the accompanying endorsed Project Application and PPA entered into by the City and the Qualifying Entity, a fully executed copy of the Security, and copies of invoices and other documentation as required by EDD within the time required.

G. Not impose any obligations on EDD with respect to the administration of this Project, other than the transfer of funds as described herein; and

H. Initiate and prosecute litigation as necessary to enforce the terms of the PPA, at EDD's cost, if necessary.

SECTION 4. CITY CERTIFICATIONS:

As Fiscal Agent, the City hereby assures and certifies that:

A. It will comply with all applicable State laws, regulations, policies, guidelines and requirements with respect to the acceptance and use of the Appropriation.

B. It has the legal authority to receive and expend the Appropriation.

C. It will enforce the provisions of Ordinance No. 2873 and the City's Economic Development Plan.

D. It has exercised due diligence in confirming that the Project is a viable economic development initiative with potential long term economic development benefits based on information provided by EDD;

E. It will provide to EDD upon request all documentation and references to expertise it has relied upon in approving this Project upon receipt thereof or reliance thereupon and also with copies of all reports and documentation City receives from the Qualifying Entity;

F. It has entered into a PPA with the Qualifying Entity and has obtained from the NM EDD all financial documentation necessary to protect the City's and State's investments in the Project;

G. It shall not at any time during the life of this Agreement convert any property acquired or developed pursuant to this Agreement to uses other than those within the Project description as defined herein;

H. It will notify EDD of any default on the part of the Qualifying Entity within 15 business days of learning of any default and shall provide the Qualifying Entity an opportunity to cure any default by in accordance with the PPA prior to termination thereof;

I. No member, officer or employee of the City or its designees or agents, no member of the governing body of the locality of which the Project is situated, and no other public official that exercises any functions or

responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall have any interests, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The City shall incorporate in all contracts or subcontracts a provision prohibiting such interest pursuant to this certification; and

J. It has complied with Article IX, Section 14, of the New Mexico Constitution known as the "anti-donation clause."

SECTION 5. EDD RESPONSIBILITIES:

EDD shall:

A. Transfer to the City for costs and expenses incurred for the Project an amount not to exceed three million dollars ($3,000,000). The funds shall be used only for the purpose stated in this Agreement.

B. Monitor job creation by the Qualifying Entity and report the number of jobs created to the City each quarter up to January 31, 2033.

C. At its discretion, review and audit the Project if it is deemed to be necessary or desirable; and

D. Reimburse the City for any costs associated with litigation to enforce the terms of the Security and the Clawback provisions.

SECTION 6. TERM OF AGREEMENT:

This Agreement shall become effective on the date it is fully executed and shall terminate on January 31, 2033 or when all of the obligations of the PPA have been fulfilled.

SECTION 7. LIABILITY:

No Party shall be responsible for liability incurred as a result of the other Party's acts or omissions. Any liability incurred in connection with this Agreement is subject to the New Mexico Tort Claims Act. The City and EDD may agree to reimburse one another under these liability provisions, subject to sufficient

appropriation by the New Mexico Legislature or sufficient funds being available to the party, as determined by the Party responsible for payment.

SECTION 8. DISPOSITION OF PROPERTY; RECORDS; RETURN OF SURPLUS FUNDS

A. Property purchased under this Agreement for the Project shall remain with the purchasing party unless otherwise agreed upon.

B. The City shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Project, the purposes for which such funds were used and such other records as EDD may require.

C. If, upon the expiration of the Project or the termination date of this Agreement, any surplus funds are possessed by the City, the City shall return said funds to EDD for disposition in accordance with law.

SECTION 9. STRICT ACCOUNTABILITY:

The City shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EDD and the New Mexico State Auditor quarterly or upon request and shall maintain all such records for a period of six (6) years following completion of all the records and any audits.

SECTION 10. REPORTS:

The Qualifying Entity shall submit quarterly reports regarding employment to the EDD during the life of this Agreement and EDD shall share those reports and any other information obtained respecting job retention and creation attributable to the State appropriation with the City. The City shall coordinate with EDD to conduct an annual performance review of the Project.

SECTION 11. NOTICES; REPRESENTATIVES OF THE PARTIES:

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. Mail, either first class or certified, return receipt requested, postage prepaid, as follows. The parties hereby designate the individuals named below as their representative responsible for overall administration of this Agreement.

To EDD:
Finance Development Team Leader
NM Economic Development Department
Joseph Montoya Building
1100 St. Francis Drive
PO Box 20003
Santa Fe, New Mexico 87504

To the CITY:
City Manager
The City of Las Cruces
700 S Main Street
P O Box 20000
Las Cruces, NM 88004

SECTION 12. AMENDMENTS:

This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto.

SECTION 13. GOVERNING LAW/VENUE:

This Agreement shall be governed by the laws of the State of New Mexico. The venue for any litigation shall be a competent court of jurisdiction located in New Mexico.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature below,

THE CITY OF LAS CRUCES, NEW MEXICO

By: _____

Name: Ifo Pili

Title: City Manager

Date: 3/30/23

APPROVED AS TO FORM

By: _____

The City of Las Cruces Attorney

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By: _____

Alicia J. Keyes
Cabinet Secretary

Date: 4/19/2023

APPROVED AS TO FORM

By: _____

Jesika Ulibarri
General Counsel

FY22 LEDA Application

Applicant	Todd Lundbohm
Applicant ID	APP-015963
Company Name	~~828 Studio NM, LLC~~ 828 Productions LLC
Email	todd@828productions.com
Status	Submitted
Application Amount	$0.00
Funded/Approved	☐
LEDA Starting Job Count	0
LEDA PPA Job Count Target	335

Contact Information

Question: Legal Company Name

828 Productions LLC

Question: Trade Name (dba)

828 Productions LLC

Question: Project Name

828 Studios

Question: Company Street Address

~~100 South Church Street~~ 106 S Miranda St

Question: Company City

Las Cruces

Question: Company State

NM

Question: Company Zip

~~88001~~ 88005

Question: Phone

2089124075

Question: Website

https://828productions.com/

Question: Primary Contact Person First Name

Todd

Question: Primary Contact Person Last Name

Lundbohm

Question: Federal Tax ID #

83-2900195

Question: NM State Tax and Revenue (CRS) #

03568111000

Question: City/County Business License Registration will be pursued

☑ Yes

☐ No

Question: NAICS Code(s)

512199

Question: DUNS # (preferred but not required)

Applied For

Question: This Business is organized as a:

☐ C-Corporation

☐ S-Corporation

☑ LLC

☐ Partnership

☐ Sole Proprietorship

☐ B-Corporation

Question: Incorporation Papers

828 PRODUCTIONS, LLC - DE - FORMATION.pdf (9/17/2022, 11:10 AM)

Question: Resumes of all principals (owners, partners, directors or officers; required for businesses 1 year or younger)

Todd bio.pdf (9/17/2022, 11:13 AM)
SDenton Bio 12 6 21 v3.pdf (9/17/2022, 11:13 AM)
Mark Andrews Bio.pdf (9/17/2022, 11:13 AM)

Question: Company Contact for Project Administration (if different from above)

Christine Sheppard

Question: Title

Project Coordinator

Question: Telephone

~~5755206905~~ 575-323-1895

Question: Cell Phone

~~5755206905~~ 575-323-1895

Question: Email

csheppard@828productions.com

Project Information

Please include detailed information such as:

- Executive Summary; Business description and history
- Infrastructure Development/Needs
- Market analysis and strategy
- Summary of competition
- Tax Reporting Status
- Effect on Existing Industry and Commerce during and after Construction

- Land Acquisition
- Local Purchasing
- Water Conservation
- Relocation of Individuals or Businesses
- Construction Schedule
  - Target Close Date
  - General Contract Signed
  - Construction Start
  - Construction End
  - New Facility Operational Date
- Operations plan; Organizational chart
- Any document or record that the local governing body, in its sole discretion, deems necessary.

Question: Description of the Proposed Development, its product and its timeline.

828 Productions plans to construct a movie studio in Las Cruces, New Mexico (the "Studio") as well as provide financing for independent films. Construction on the first phase of the project is anticipated to begin in Q4 of 2022 with an estimated construction period of 18 months. Employees started to be hired in May of 2022 and will continue for initial management employees. Start up hiring for the studio operation will begin six months prior to construction completion. The film financing operations are anticipated to begin in Q4 of 2022/ Q1 of 2023.

Question: Provide a detailed scope of work that is specific to the funding request/award and what the funds will be used for.

828 Productions plans to construct a movie studio in Las Cruces, New Mexico (the "Studio") and will be managing the production of films in Las Cruces as well as in other locations. Over 100 employees in the next 6 years will be hired. The first phase of the studio will include 4 sound stages, office space, mill, etc. Funding will be used for construction as well as start-up payroll for an approximate 6 month period that studio operations ramps up.

Question: Business Plan (required for businesses 1 year or younger)

See supporting documentation - studio model with construction costs as well as start-up budget and estimated revenues and expenses.

Question: Supporting Documentation

828 Studios Redevelopment Schedule Rev 09 16 22.pdf (9/29/2022, 3:58 PM)

Financial Information

*Upload sources and uses chart; enter N/A and zero for questions that do not apply to your business

Question: Provide detailed assumptions for your project including three years of projected cash flow income statements. If the applicant has been in business less than one year, you may be requested to provide additional financial information after review.

828 Operating Financials Phase I CONFIDENTIAL Rev 9.10.22.pdf (9/29/2022, 4:01 PM)

Question: Provide financial statements (balance sheet, profit and loss and cash flow) or tax returns for the past three years. Also provide interim statements within 90 days of application date.

828 Productions financial history description.docx (9/17/2022, 11:31 AM)

Question: What is the collateral/security to be pledged to the funds awarded?

- ☐ Letter of Credit
- ☑ Surety Bond
- ☐ Mortgage Security
- ☐ Security Agreement/Escrow
- ☐ Security Agreement/Lien
- ☐ Security Interest/Lien

Question: What is the method of appraisal for stated security (if Security Mortgage or Lien were selected above)?

N/A

Question: What is the equity investment from the applicant?

$1,000,000.00

Question: External Equity Investment Sources

Equity raised from outside investors

Question: External Equity Investment Amount

$25,000,000.00

Question: City/County Funding Source

City of Las Cruces Cinematic Infrastructure funds

Question: City/ County Funding Amount

$897,596.12

Question: Bank Loan Source (financial institution names), type (commercial, USDA, SBA 504, etc.), and stage (applied or approved)

Currently working on initial discussions with banks

Question: Bank Loans Amount Total

$25,000,000.00

Question: Other Loans Source

~~828 Media Capital~~ 828 Affiliates

Question: Other Loans Amount

$20,000,000.00

Question: Other Sources

N/A

Question: Other Sources Amount

$0.00

Question: Total Project Amount (Sum of above)

$71,000,000.00

Question: Supporting financial documentation

LEDA Job Creation Additional Financial Information.pdf (9/30/2022, 1:20 PM)

Company History and Background

Question: How long has the company been in operation, as of the date of application?

828 Productions was formed in 2021 and will begin operations with the beginning of this project 2022

Question: At the time of this application, how many full-time employees do you currently employ? Please provide the most recent Department of Workforce Solutions report below. If no employees, disregard report. Enter 0.

3.00

Question: List owners with more than 20% ownership stake in the company. Additionally, please list principal directors and/or officers.

Owners
Todd Lundbohm

Directors/officers
Stephanie Denton
Mark Andrews

Question: Are owners and/or officers current with financial obligations/payments to the State of New Mexico or any other Federal or State entity? If no, please explain.

Yes

Question: Does the applicant have any loans or other financial obligations on which payments are not current? If yes, please explain.

No

Question: Please identify any financially affiliated/associated companies in which any of the applicant's owners have a 20% stake.

828 Productions, Inc is the only entity associated with 828 Productions LLC. There are other entities that were formed to lend or invest in, movies specifically, that have not been listed. ~~Please let us know if you need a more detailed list of entities.~~

Community Aspects

Question: At the community level, what are the infrastructure needs not yet in place or in process that will affect this project's application?

TBD

Question: What specific incentives are being REQUESTED from the COMMUNITY? Please explain where the applicant is in this process and provide an idea of a timeline for incentives' deployment.

1. Asking for allocation of funds from the EDD. Application is ongoing. We anticipate deployment of funds in Q4 of 2022/Q1 2023
2. Asking for allocation of funds from JTIP. We anticipate deployment of funds in Q4 of 2022/ Q1 2023
3. Asking for allocation of funds from the City of Las Cruces. We anticipate deployment of funds in Q4 of 2022/ Q1 2023

Question: What specific incentives will be PROVIDED from the COMMUNITY?(e.g. parcel of

land, building lease, waiver of fees, utility access/extension)?

City of Las Cruces Cinematic Infrastructure funds, LEDA funds

Job Creation / Performance

Please download the job creation worksheet to work up the required information for this section.

- Job Creation Worksheet

Question: Outline the number and types of jobs to be created.

Additoinal part time jobs (annually) depending on production type

Full Time Jobs - total 100 :

Year Round Management
Year Round Studio Staff
Year Round Studio Crew
Year Round VFX, LED, MoCap & Post Team
Year Round Accounting Team

Question: Outline the proposed pay scale and payroll proposed by the entity.

100 jobs with an average salary of $75,000 per year.

Question: Outline the benefits offered to the employees, including but not limited to health care and retirement.

Permanent employees will be offered PTO, health, dental, and 401(k) with discretionary match.

Question: Outline any efforts being made or proposed by the applicant to hire people within the local employment pool.

We are going to fill as many jobs locally as possible. All efforts will be made to relocate individuals that are needed for employment outside of the local job pool.

Question: Attach job creation worksheet

828 Job Creation Worksheet Final.pdf (9/30/2022, 1:09 PM)

Question: Starting Headcount (from worksheet above)

0.00

Question: Total new jobs to be created Year 1 (from worksheet above)

62.00

Question: Total new payroll Year 1 (from worksheet above)

$4,635,000.00

Question: Total number of new jobs to be created Year 2 (from worksheet above)

28.00

Question: Total new payroll Year 2 (from worksheet above)

$2,295,000.00

Question: Total number of new jobs to be created Year 3 (from worksheet above)

10.00

Question: Total new payroll Year 3 (from worksheet above)

$575,000.00

Economic Impact Analysis

NMEDD will perform an Economic Impact Analysis to address the impact to the local tax base, the school system, etc. using the Economic Impact Datasheet provided by the applicant.

Question: Outline any impacts to the environment, positively or negatively.

The studio will be built as sustainably possible with the smallest carbon footprint feasible. Modern building standards will be used with renewable energy sources utilized where feasible(i.e. solar).

Question: Status of permitting/regulatory matters needed for project.

In process with City of Las Cruces

Attachments

Please download the authorization for examination and release of information template and the example employer quarterly wage and contribution report.

- Authorization for examination and release of information form
- Employer quarterly wage and contribution report example

If you are a new business, please apply for a NM Tax Identification Number here:

http://www.tax.newmexico.gov/Businesses/wage-withholding-tax.aspx

Please download the LEDA Application Affirmation Template here:

LEDA Application Affirmation Template

Click here to view a filled out sample.

Question: New Mexico Economic Development Department authorization for examination and release of information.

FE Authorization for examination and release of information Notarized.pdf (9/30/2022, 1:13 PM)

Question: Latest New Mexico employer's quarterly wage and contribution report submitted to the Department of Workforce Solutions.

LEDA NM Quarterly Wage Report.pdf (9/30/2022, 1:18 PM)

Question: Affirmation and any other supporting documents

FE_2020_LEDA_App_Affirmationpdp.pdf (9/26/2022, 9:21 AM)

Attachment "A"

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "828 PRODUCTIONS, LLC", FILED IN THIS OFFICE ON THE NINETEENTH DAY OF DECEMBER, A.D. 2018, AT 7:52 O`CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

7202282 8100
SR# 20188269978

Authentication: 204150649
Date: 12-20-18

You may verify this certificate online at corp.delaware.gov/authver.shtml

Attachment "A"

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:52 PM 12/19/2018
FILED 07:52 PM 12/19/2018
SR 20188269978 - File Number 7202282

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is 828 Productions, LLC.

2. The Registered Office of the limited liability company in the State of Delaware is located at 850 New Burton Road, Suite 201 (street), in the City of Dover, Zip Code 19904. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is COGENCY GLOBAL INC.

By: Morgan Sloane
Authorized Person

Name: Morgan Sloane
Print or Type

Todd Lundbohm is an award-winning filmmaker with broad ranging experience in Development, Production, Postproduction and VFX. He began his career as an Art Director for NXNW Productions, working on several national campaigns before diving headfirst into narrative filmmaking: writing, directing and producing multiple projects, working throughout the US, Mexico, South America and Western Europe. Todd's feature screenplay, MERIDIAN has won numerous awards, as well as recognition from the SXSW Film Festival and Francis Ford Coppola's American Zoetrope writing competition.

As Founder and CEO of 828 Media Capital, Todd has financed projects with a total production spend north of $50 million. 828 is a full-service film finance and production company, whose recent films include millennial murder mystery, ***Helen's Dead***, starring Tyrese Gibson, Anabelle Dexter-Jones, and Emile Hirsch; *Deauville Film Festival Grand Special Prize Nominee* ***The Last Son*** starring Sam Worthington, Colson Baker, Thomas Jane, and Heather Graham; Camille Delmarre's high octane action film, ***Assassin Club***, starring, Henry Golding, Noomi Rapace and Sam Neil; ***The Price We Pay***, from legendary horror director Ryûhei Kitamura, starring Emile Hirsch and Stephen Dorff; Gothic horror ***Raven's Hollow*** starring William Moseley, Melanie Zanetti, Kate Dickie and David Hayman; WWII Submarine movie ***Operation Seawolf*** Starring Dolph Lundgren and Frank Grillo; ***The Requin*** starring Alicia Silverstone and James Tupper; and *SXSW Grand Jury Prize winner* ***The Fallout*** starring Jenna Ortega, Maddie Ziegler, Shailene Woodley, and Julie Bowen.

Stephanie Denton is a feature film and television executive who has headed up acquisitions, sales, and distribution divisions for the industry's leading independent film and television companies, including Lionsgate International, Lakeshore Entertainment, Initial Entertainment Group and Bold Films.

Over the last 25 years, Denton has sold over 250 feature films, worked with legendary filmmakers such as Martin Scorsese, Lasse Halstrom, Sam Rami, Mark Pellington, Jon Amiel, Garry Marshall, Peter Howitt, James Mangold, Stephen Merchant, and James Wan to produce and sell high-profile films out of the independent film sector. Noteworthy releases include *THE* ***AVIATOR, UNFINISHED LIFE, THE GIFT, ARLINGTON ROAD, LAWS OF ATTRACTION, UNDERWORLD, 310 TO YUMA, WAR, HOTEL RWANDA, DAYBREAKERS, RUNAWAY BRIDE, FIGHTING WITH MY FAMILY,*** and the box office record-breaking ***SAW*** franchise.

Denton's steady hand as a film and tv executive was evident in her leadership of the launch of Arc Animation Studios Original I.P. and Sales division during its transition from STARZ Entertainment, and her experience in acquisitions and co-production for WWE Studios in Los Angeles where she drove the company's marketing and production initiative to release brand adjacent content across platforms, and spearheaded a theatrical co-distribution deal in North America with Blumhouse Productions for Festival film favorites, ***OCCULUS***, ***SLIGHT,*** and ***BIRTH OF A DRAGON***.

A few of Denton's premier accomplishments include the development and production of Len Wiseman's hugely successful ***UNDERWORLD*** franchise for Lakeshore Entertainment, sourcing and selling high profile projects such as ***WAR*** starring Jason Statham and Jet Li, and ***DAYBREAKERS*** starring Ethan Hawke for Lionsgate Entertainment. She also closed multi-picture domestic distribution deals with Sony/Screen Gems, Universal Pictures, and Paramount Studios.

Denton began consulting for 828 Media in 2020, assisting with the company's expanding lending portfolio, and has since become a member of the 828 Productions team. Utilizing her extensive relationships in Production and Distribution, Denton's main focus will be sourcing co-production and development opportunities, and securing key distribution alliances in both the Domestic and International markets that will establish 828 Productions as an industry leader in the Indie Film space.

Attachment "A"

BIOGRAPHY

Mark Andrews

Mark started his career in finance & management consulting but his real passion was for film. This passion was realized in 1995 when he invested in his first feature film '**Mainline Run**'. Three years later he took the plunge and became a full time producer, co-writing and producing the feature film '***Distant Shadow***' which made more than 4 times its budget. This lead to being hired to produce budgets & schedules for the UK's Spice Factory and oversee production on '**Redemption Road**'.

Seeing the opportunities film financing in the United Kingdom offered, Mark co-founded '**Studio Finance**,' a UK Film tax shelter utilizing the UK Government's Section 48 Tax breaks for film production before going on to consult for another film financing group, '**UKFS**' backed by Guernsey based Channel House Trustees. In their three yers of operating, UKFS were responsible for more than $300 million of tax shelter film financing for the UK film industry. It was here acting as a Senior Finance Executive that he oversaw such films as '**Wake of Death,**' '**Modigliani,**' '**School for Seduction,**' '**Out of Season**' and '**Battle of the Brave**' amongst others.

In 2004 Mark moved to Los Angeles where he began consulting for various production companies, investors and independent producers, was Head of Entertainment for Exemplar Capital an East Coast Investment Bank and Law Firm and was instrumental in forming various film financing structures including a $150m film fund.

Some of the projects he has been instrumental in developing or setting up at various companies are Animated Horror '**Down Satan**' in partnership with re-known Horror Author '**Clive Barker**'; Supernatural Thriller '**Indelible**' being Directed by National Film Award Winner '**Howard J Ford**' (The Dead 1&2, Never Let Go); '**Kill the Messenger**' from the creator of (RoboCop), '**Michael Miner,**' and the Epic Western '**The Girl With No Name**' in conjunction with **Co-Op Entertainment** and **LegionM** being directed by '**Tanya Wexler**' (Buffaloed, Jolt).

In 2018 Mark produced the movie '**Dead Water**' starring '**Casper Van Dien**' and '**Judd Nelson,**' released by **Saban** in July 2019.

He currently oversees the development, financing and production operations for 828 Productions a west coast full service film finance and production company where he has executive produced and produced such films as **THE FALLOUT** starring Jenna Ortega, Maddie Ziegler, Shailene Woodley and Julie Bowen, **THE LAST SON** starring Sam Worthington, Colson Baker, Thomas Jane and Heather Graham, **THE PRICE WE PAY**, directed by horror legend Ryûhei Kitamura, starring Emile Hirsch and Stephen Dorff, and the recently wrapped **RAVENS HOLLOW** starring William Moseley, Melanie Zanetti, Kate Dickie and David Hayman.

In summary, Mark is a highly accomplished and seasoned writer, producer & production executive with a proven track record of over twenty years of experience in development, financing, production and distribution. He is a high impact contributor and versatile professional with exceptional business and production acumen who is comfortable working alone or managing hundreds of individuals while ensuring timely completion of project deadlines and remaining on, or under budget.

He holds a National Diploma in Business and Finance from the UK and a Certificate of Achievement for Contract Law from HarvardX University.

Mark lives in Colorado Springs with his wife and dog 'Piper'.

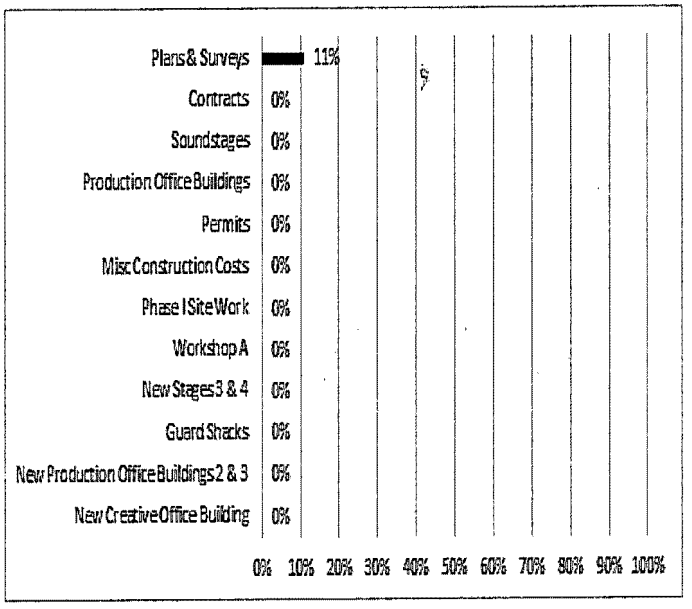
PROJECT OVERVIEW

MON 8/15/22 - MON 11/18/24

% COMPLETE

1%

% COMPLETE



MILESTONES DUE

Milestones that are coming soon.

Name	Finish
Stage 1 COA	Thu 10/26/23
Stage 2 COA	Mon 8/12/24
Workshop A COA	Tue 7/9/24
Stage 3 COA	Fri 12/29/23
Stage 4 COA	Mon 1/8/24

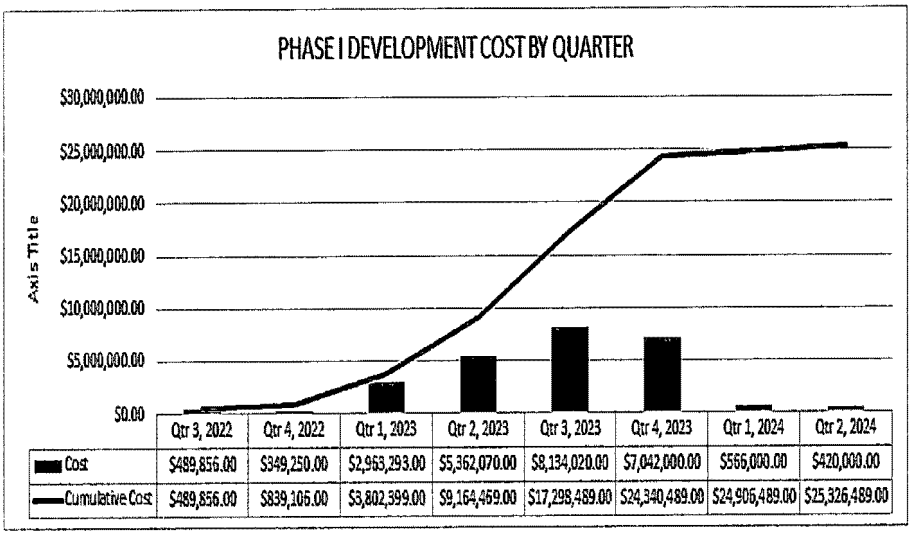
LATE TASKS

Tasks that are past due.

Name	Start	Finish	% Complete
DD Drawings	Mon 9/12/22	Mon 12/26/22	0%

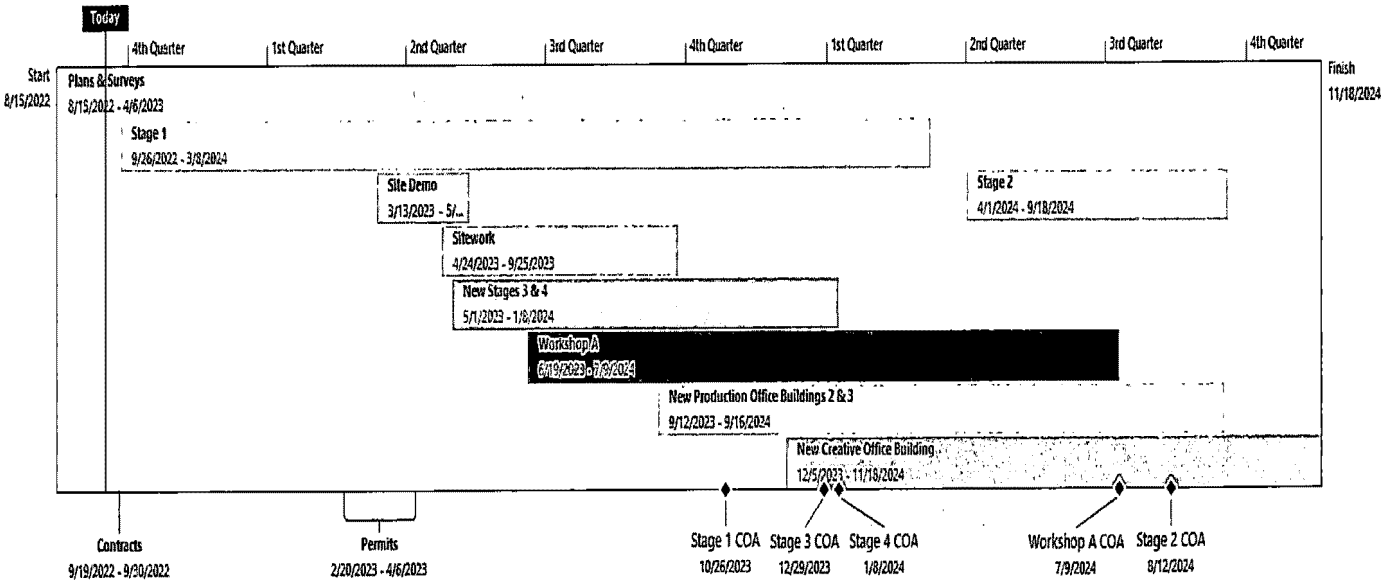
CASH FLOW

Cost	Remaining Cost
$25,326,489.00	$25,326,489.00



	Qtr 3, 2022	Qtr 4, 2022	Qtr 1, 2023	Qtr 2, 2023	Qtr 3, 2023	Qtr 4, 2023	Qtr 1, 2024	Qtr 2, 2024
Cost	$489,856.00	$349,250.00	$2,963,293.00	$5,362,070.00	$8,134,020.00	$7,042,000.00	$566,000.00	$420,000.00
Cumulative Cost	$489,856.00	$839,106.00	$3,802,399.00	$9,164,469.00	$17,298,489.00	$24,340,489.00	$24,906,489.00	$25,326,489.00

Name	Cost	Start	Unique ID
828 STUDIOS NM	$25,326,489.00	Mon 8/15/22	1
RENOVATION	$9,341,489.00	Mon 8/15/22	171
Contracts	$0.00	Mon 9/19/22	2
Plans & Surveys	$532,100.00	Mon 8/15/22	7
Permits	$103,500.00	Mon 2/20/23	312
Phase I Site Work	$1,858,393.00	Mon 3/13/23	17
Misc Construction Costs	$166,141.00	Mon 3/13/23	314
Soundstages	$4,743,605.00	Mon 9/26/22	68
Workshop A	$1,846,000.00	Mon 6/19/23	110
Production Office Buildings	$91,750.00	Tue 11/1/22	157
NEW CONSTRUCTION	$15,985,000.00	Mon 5/1/23	172
New Stages 3 & 4	$14,000,000.00	Mon 5/1/23	173
New Production Office Buildings 2 & 3	$1,280,000.00	Tue 9/12/23	298
New Creative Office Building	$640,000.00	Tue 12/5/23	141
Guard Shacks	$65,000.00	Tue 9/5/23	158



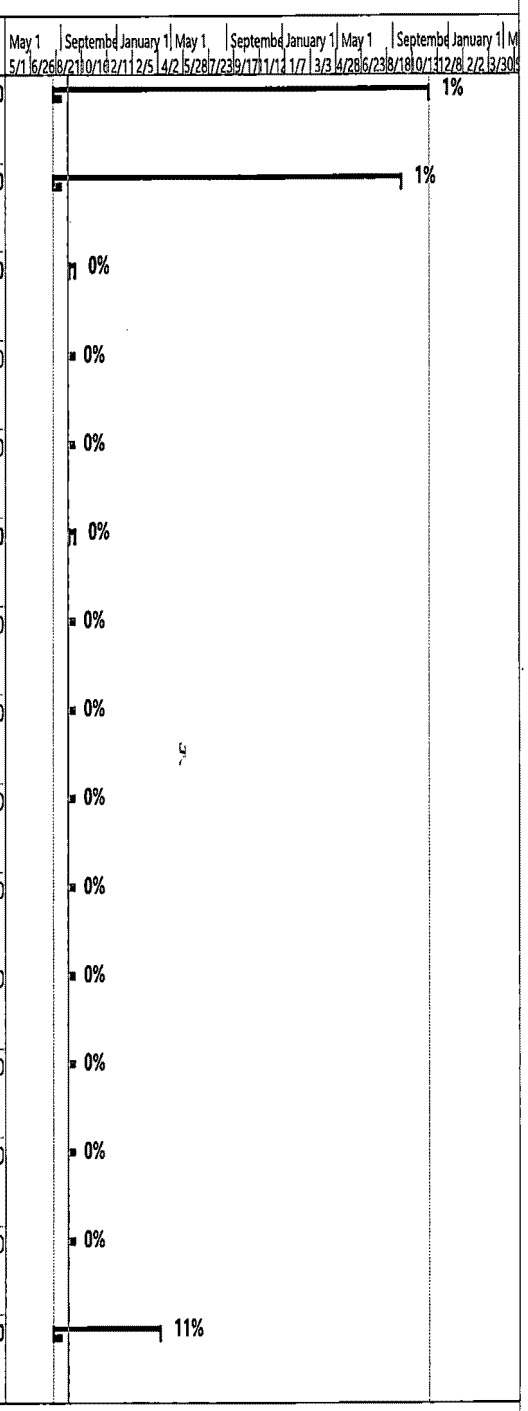
Project Timeline and Budgetary Estimates are derived from Highland Enterprises Inc. and Giant Entertainment & Management Inc. with supporting detail located in the appendix of this project summary.

Although preliminary in nature, the following schedule and associated costs are based on prior experience in respective fields. Even so, fixed costs can only be determined after full review of Construction Drawings, still to be developed.

Attachment "A"

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
1		**828 STUDIOS NM**	**578 days?**	**Mon 8/15/22**	**Mon 11/18/24**	**$25,326,489.00**
2		**RENOVATION**	**535 days?**	**Mon 8/15/22**	**Wed 9/18/24**	**$9,341,489.00**
3		**Contracts**	**10 days**	**Mon 9/19/22**	**Fri 9/30/22**	**$0.00**
4		General Contractor	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
5		Architectural	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
6		**Engineering**	**10 days**	**Mon 9/19/22**	**Fri 9/30/22**	**$0.00**
7		Mechanical	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
8		Electrical	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
9		Plumbing	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
10		Structural	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
11		Civil	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
12		Surveys	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
13		Geotech	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
14		Project Management	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
15		**Plans & Surveys**	**156 days?**	**Mon 8/15/22**	**Thu 4/6/23**	**$532,100.00**



Critical	Task Progress	Baseline	Summary	Inactive Task
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone	

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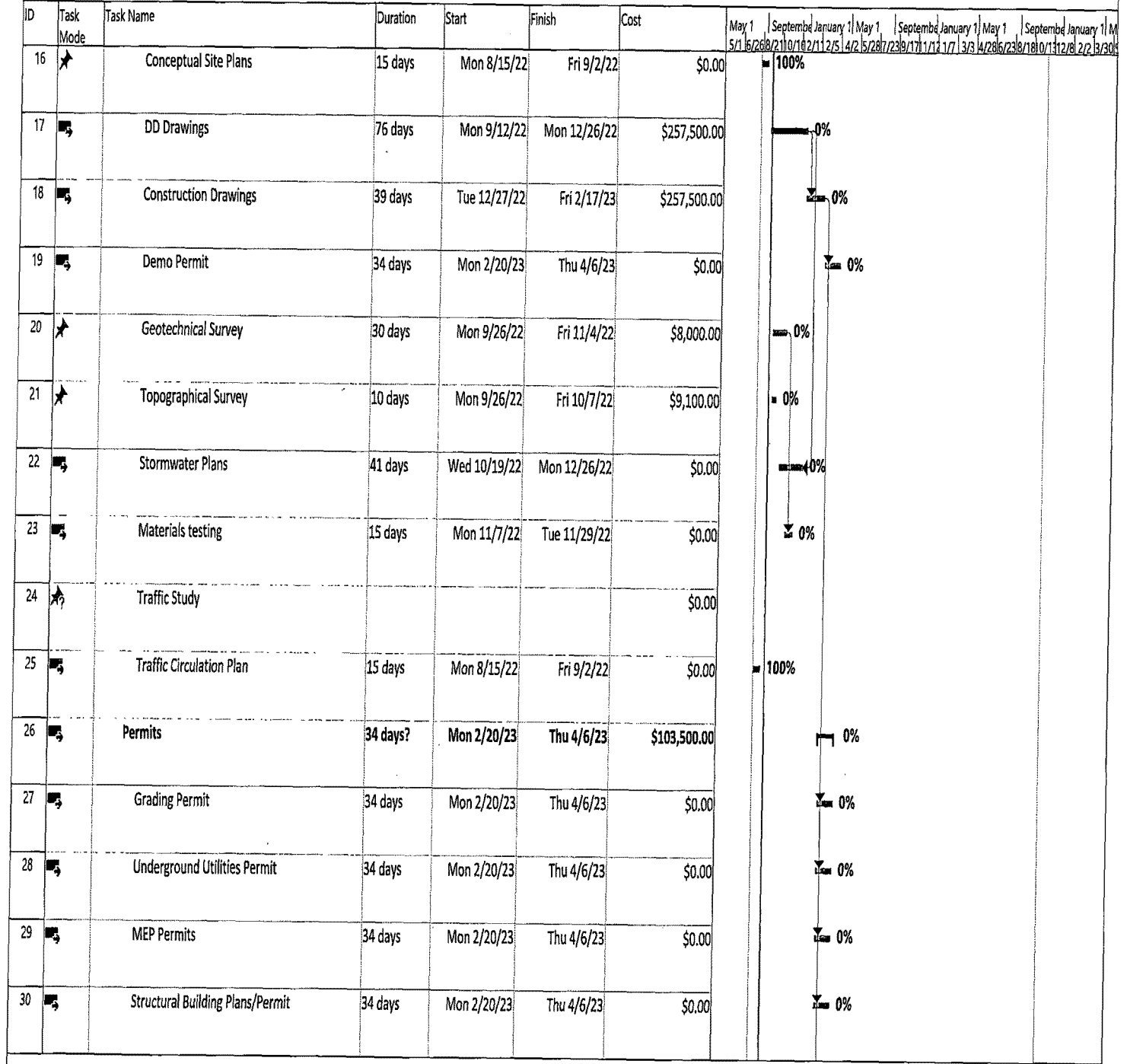
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
16		Conceptual Site Plans	15 days	Mon 8/15/22	Fri 9/2/22	$0.00
17		DD Drawings	76 days	Mon 9/12/22	Mon 12/26/22	$257,500.00
18		Construction Drawings	39 days	Tue 12/27/22	Fri 2/17/23	$257,500.00
19		Demo Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
20		Geotechnical Survey	30 days	Mon 9/26/22	Fri 11/4/22	$8,000.00
21		Topographical Survey	10 days	Mon 9/26/22	Fri 10/7/22	$9,100.00
22		Stormwater Plans	41 days	Wed 10/19/22	Mon 12/26/22	$0.00
23		Materials testing	15 days	Mon 11/7/22	Tue 11/29/22	$0.00
24		Traffic Study				$0.00
25		Traffic Circulation Plan	15 days	Mon 8/15/22	Fri 9/2/22	$0.00
26		**Permits**	**34 days?**	**Mon 2/20/23**	**Thu 4/6/23**	**$103,500.00**
27		Grading Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
28		Underground Utilities Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
29		MEP Permits	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
30		Structural Building Plans/Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00



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Baseline
Baseline Split
Baseline Milestone
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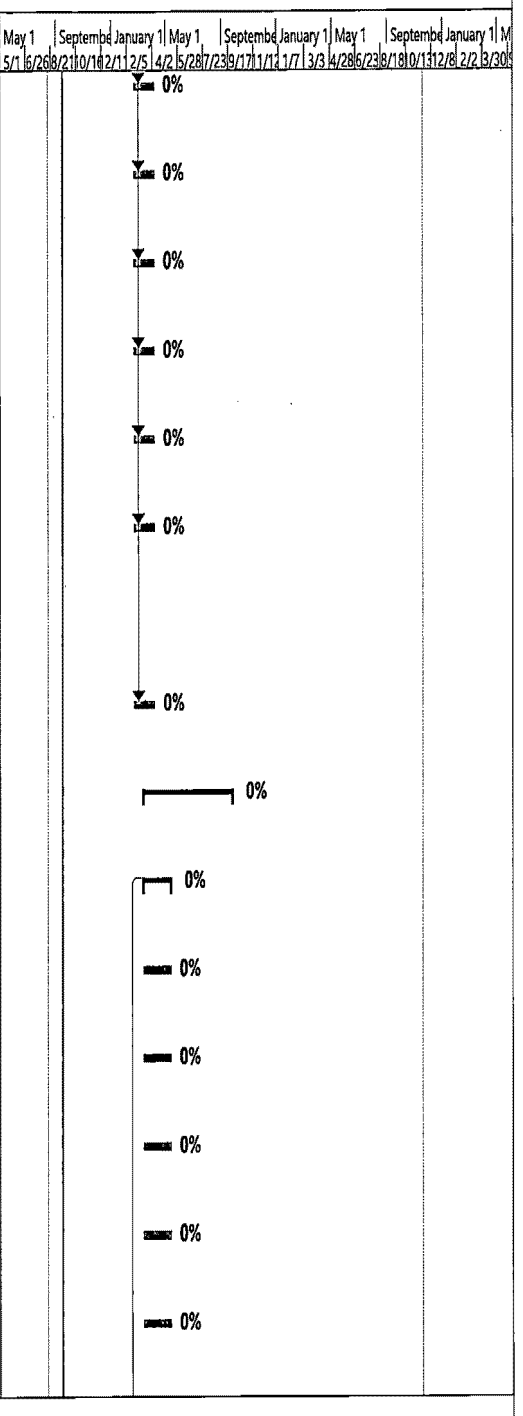
Summary Progress
Summary
Manual Summary
Project Summary
External Tasks
External Milestone
Inactive Task
Inactive Milestone
Inactive Summary
Deadline

Page 2

Attachment "A"

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
31		Stormwater Retention Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
32		Landscaping Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
33		Fire Life Safety Permits	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
34		Stage 1 Renovation Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
35		Stage 2 Renovation Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
36		Workshop Renovation Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
37		Creative Office Building Permit				$0.00
38		Guard Shack Permits	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
39		**Phase I Site Work**	**141 days**	**Mon 3/13/23**	**Mon 9/25/23**	**$1,858,393.00**
40		**Site Demo**	**45 days**	**Mon 3/13/23**	**Fri 5/12/23**	**$390,403.00**
41		Tree removal	45 days	Mon 3/13/23	Fri 5/12/23	$52,096.00
42		Removal of volcanic rock to Phase 2	45 days	Mon 3/13/23	Fri 5/12/23	$166,000.00
43		Removal of tires	45 days	Mon 3/13/23	Fri 5/12/23	$1,500.00
44		Removal of trash and debris	45 days	Mon 3/13/23	Fri 5/12/23	$18,226.00
45		Removal of RV trailer	45 days	Mon 3/13/23	Fri 5/12/23	$2,700.00



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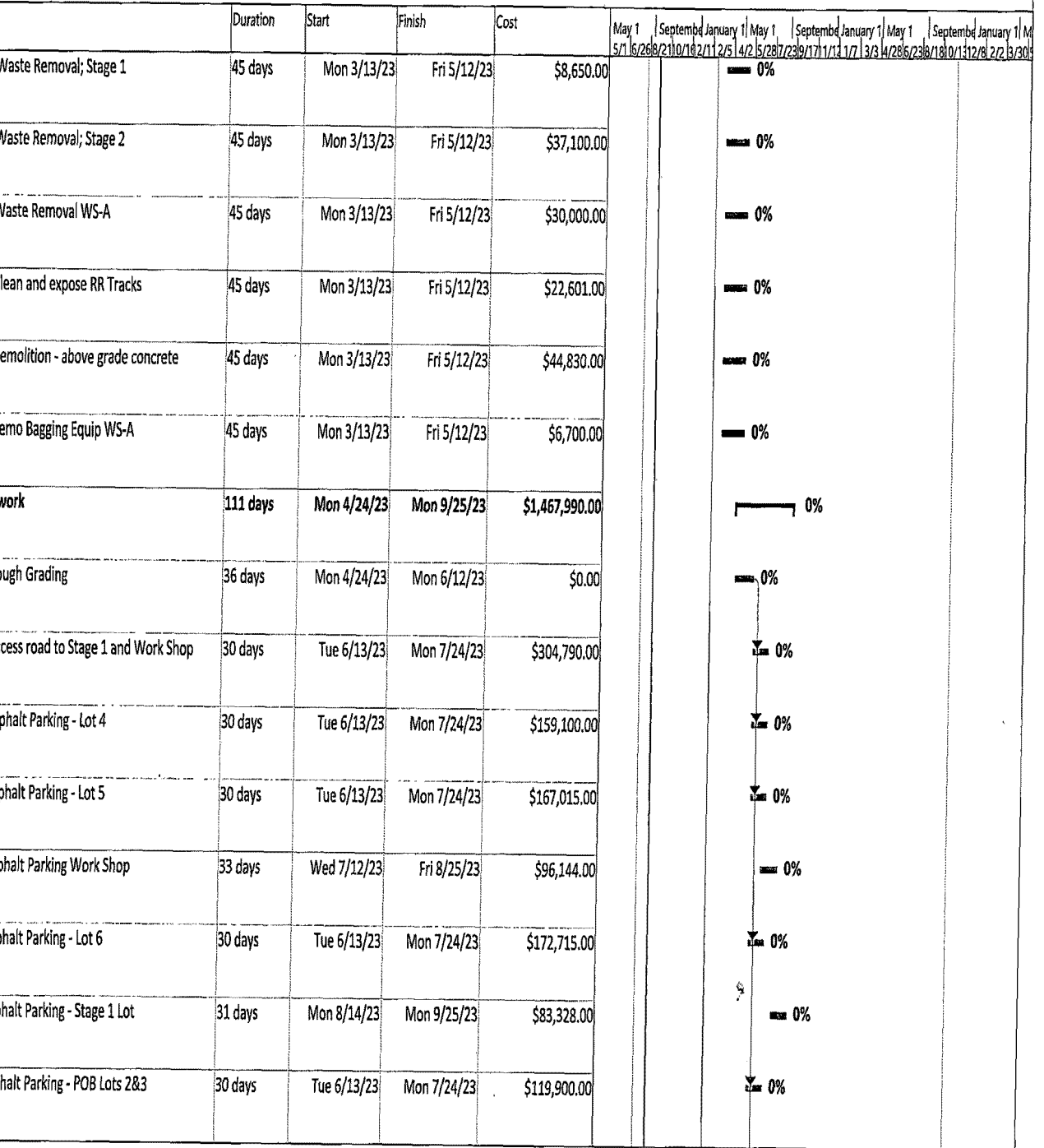
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
46		Waste Removal; Stage 1	45 days	Mon 3/13/23	Fri 5/12/23	$8,650.00
47		Waste Removal; Stage 2	45 days	Mon 3/13/23	Fri 5/12/23	$37,100.00
48		Waste Removal WS-A	45 days	Mon 3/13/23	Fri 5/12/23	$30,000.00
49		Clean and expose RR Tracks	45 days	Mon 3/13/23	Fri 5/12/23	$22,601.00
50		Demolition - above grade concrete	45 days	Mon 3/13/23	Fri 5/12/23	$44,830.00
51		Demo Bagging Equip WS-A	45 days	Mon 3/13/23	Fri 5/12/23	$6,700.00
52		**Sitework**	**111 days**	**Mon 4/24/23**	**Mon 9/25/23**	**$1,467,990.00**
53		Rough Grading	36 days	Mon 4/24/23	Mon 6/12/23	$0.00
54		Access road to Stage 1 and Work Shop	30 days	Tue 6/13/23	Mon 7/24/23	$304,790.00
55		Asphalt Parking - Lot 4	30 days	Tue 6/13/23	Mon 7/24/23	$159,100.00
56		Asphalt Parking - Lot 5	30 days	Tue 6/13/23	Mon 7/24/23	$167,015.00
57		Asphalt Parking Work Shop	33 days	Wed 7/12/23	Fri 8/25/23	$96,144.00
58		Asphalt Parking - Lot 6	30 days	Tue 6/13/23	Mon 7/24/23	$172,715.00
59		Asphalt Parking - Stage 1 Lot	31 days	Mon 8/14/23	Mon 9/25/23	$83,328.00
60		Asphalt Parking - POB Lots 2&3	30 days	Tue 6/13/23	Mon 7/24/23	$119,900.00



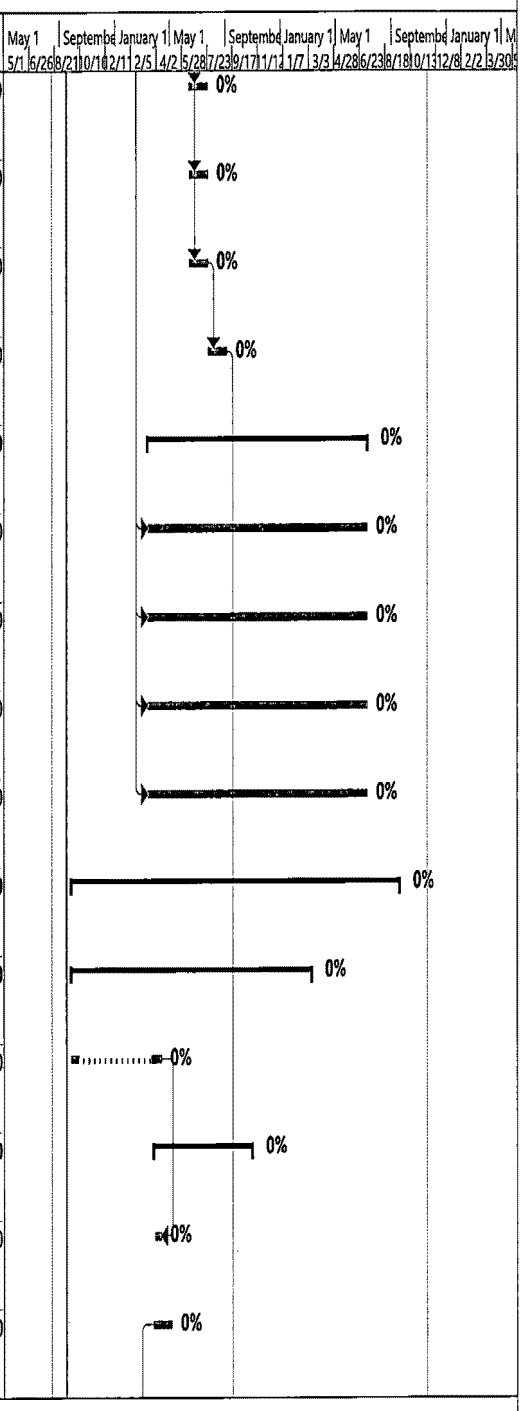
Critical | Task Progress | Baseline | Summary | Inactive Task
Critical Split | Manual Task | Baseline Split | Manual Summary | Inactive Milestone
Critical Progress | Start-only | Baseline Milestone | Project Summary | Inactive Summary
Task | Finish-only | Milestone | External Tasks | Deadline
Split | Duration-only | Summary Progress | External Milestone

Page 4

Attachment "A"

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
61		Graveled area temp power plants	30 days	Tue 6/13/23	Mon 7/24/23	$33,250.00
62		Cantina Slab	30 days	Tue 6/13/23	Mon 7/24/23	$7,200.00
63		Underground Retention Ponds	30 days	Tue 6/13/23	Mon 7/24/23	$75,000.00
64		Landscape Phase 1 (12,000 SF)	30 days	Tue 7/25/23	Mon 9/4/23	$249,548.00
65		**Misc Construction Costs**	**347 days**	**Mon 3/13/23**	**Tue 7/9/24**	**$166,141.00**
66		Contractor Fee	347 days	Mon 3/13/23	Tue 7/9/24	$125,000.00
67		Temporary Facillities	347 days	Mon 3/13/23	Tue 7/9/24	$2,100.00
68		Temporary Utilities	347 days	Mon 3/13/23	Tue 7/9/24	$19,041.00
69		Builders Risk Insurance	347 days	Mon 3/13/23	Tue 7/9/24	$20,000.00
70		**Soundstages**	**505 days?**	**Mon 9/26/22**	**Wed 9/18/24**	**$4,743,605.00**
71		**Stage 1**	**367 days?**	**Mon 9/26/22**	**Fri 3/8/24**	**$4,323,605.00**
72		Remove and replace 9,000 SF of existing floor	30 days	Mon 9/26/22	Wed 4/12/23	$215,256.00
73		**Replace Roof & Walls**	**156 days**	**Mon 3/27/23**	**Mon 10/30/23**	**$2,303,249.00**
74		Add sub-framing as required	10 days	Thu 3/30/23	Wed 4/12/23	$0.00
75		Remove Sheeting	30 days	Mon 3/27/23	Fri 5/5/23	$0.00



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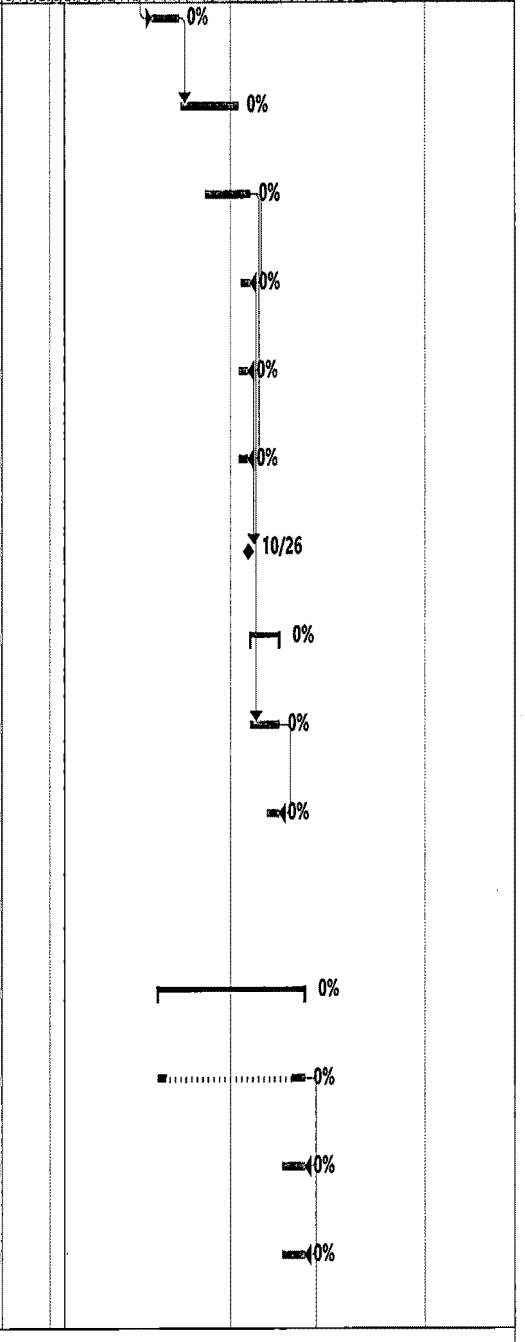
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
76		Modify Steel Structure (panel prep)	45 days	Mon 3/27/23	Fri 5/26/23	$0.00
77		Install 4 Kingspan Insulated panels	92 days	Tue 5/30/23	Wed 10/4/23	$0.00
78		Install 6 interior SIP panels	71 days	Mon 7/24/23	Mon 10/30/23	$0.00
79		Install Duct liner on roof and wall interior	15 days	Tue 10/10/23	Mon 10/30/23	$0.00
80		1 ea - 18' W x 12' H barn door	14 days	Fri 10/6/23	Wed 10/25/23	$0.00
81		3ea - Hollow metal man doors	14 days	Fri 10/6/23	Wed 10/25/23	$0.00
82		Stage 1 COA	1 day	Thu 10/26/23	Thu 10/26/23	$0.00
83		**Mechanical**	**46 days?**	**Tue 10/31/23**	**Tue 1/2/24**	**$624,000.00**
84		HVAC - 150 TNS heating and cooling	46 days	Tue 10/31/23	Tue 1/2/24	$624,000.00
85		Exhaust Fans	20 days	Wed 12/6/23	Tue 1/2/24	$0.00
86		Gas Line (Heating)				$0.00
87		**Electrical**	**232 days**	**Mon 4/10/23**	**Tue 2/27/24**	**$615,100.00**
88		750 KVA Transformer 900 amp, 480V 3P	36 days	Mon 4/10/23	Tue 2/27/24	$615,100.00
89		Main Panel	36 days	Tue 1/9/24	Tue 2/27/24	$0.00
90		Bull Switches	36 days	Tue 1/9/24	Tue 2/27/24	$0.00



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Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
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Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone

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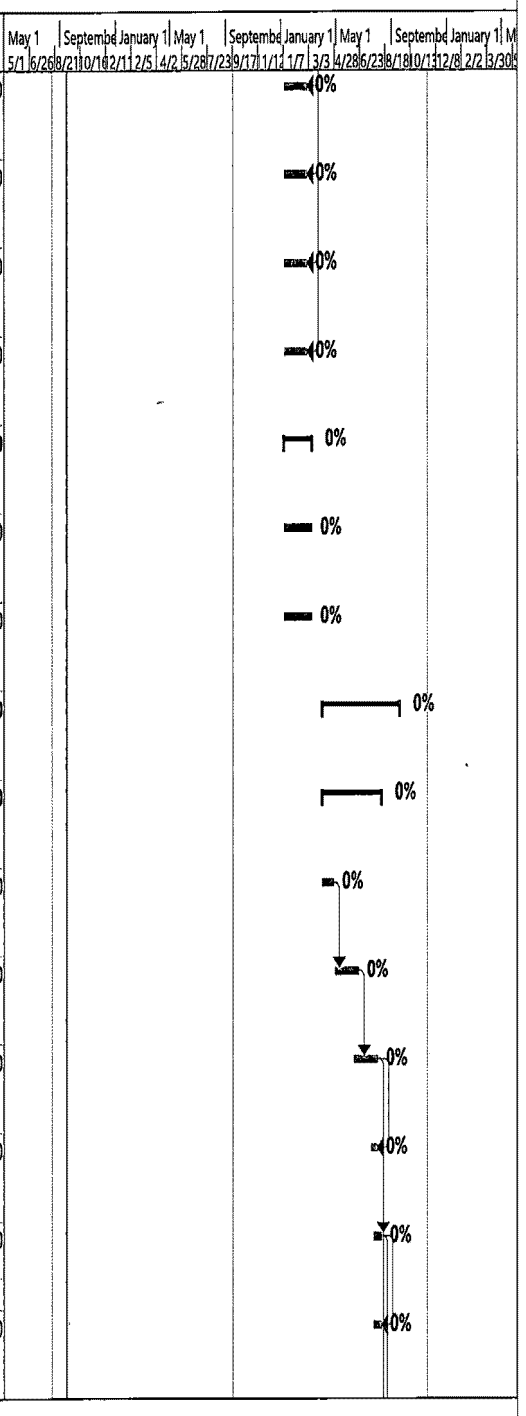
Attachment "A"

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
91		high bay lighting	36 days	Tue 1/9/24	Tue 2/27/24	$0.00
92		emergency lighting	36 days	Tue 1/9/24	Tue 2/27/24	$0.00
93		ingress/egress, exterior wall pack lighting	36 days	Tue 1/9/24	Tue 2/27/24	$0.00
94		general purpose 120V outlets through out	36 days	Tue 1/9/24	Tue 2/27/24	$0.00
95		**Plumbing**	**45 days**	**Mon 1/8/24**	**Fri 3/8/24**	**$566,000.00**
96		Install Waterline	45 days	Mon 1/8/24	Fri 3/8/24	$20,000.00
97		Fire Sprinkler system	45 days	Mon 1/8/24	Fri 3/8/24	$546,000.00
98		**Stage 2**	**123 days?**	**Mon 4/1/24**	**Wed 9/18/24**	**$420,000.00**
99		**Stage 2 Renovation**	**95 days**	**Mon 4/1/24**	**Fri 8/9/24**	**$420,000.00**
100		Remove Sheet Metal	19 days	Mon 4/1/24	Thu 4/25/24	$0.00
101		Install 4 Kingspan panels	38 days	Mon 4/29/24	Wed 6/19/24	$0.00
102		Install 6 SIP panels	38 days	Mon 6/10/24	Wed 7/31/24	$0.00
103		Install interior Duct liner	10 days	Thu 7/18/24	Wed 7/31/24	$0.00
104		1 ea - 16' W x 14' H Barn Door	14 days	Tue 7/23/24	Fri 8/9/24	$0.00
105		3ea - Hollow metal man doors	14 days	Tue 7/23/24	Fri 8/9/24	$0.00



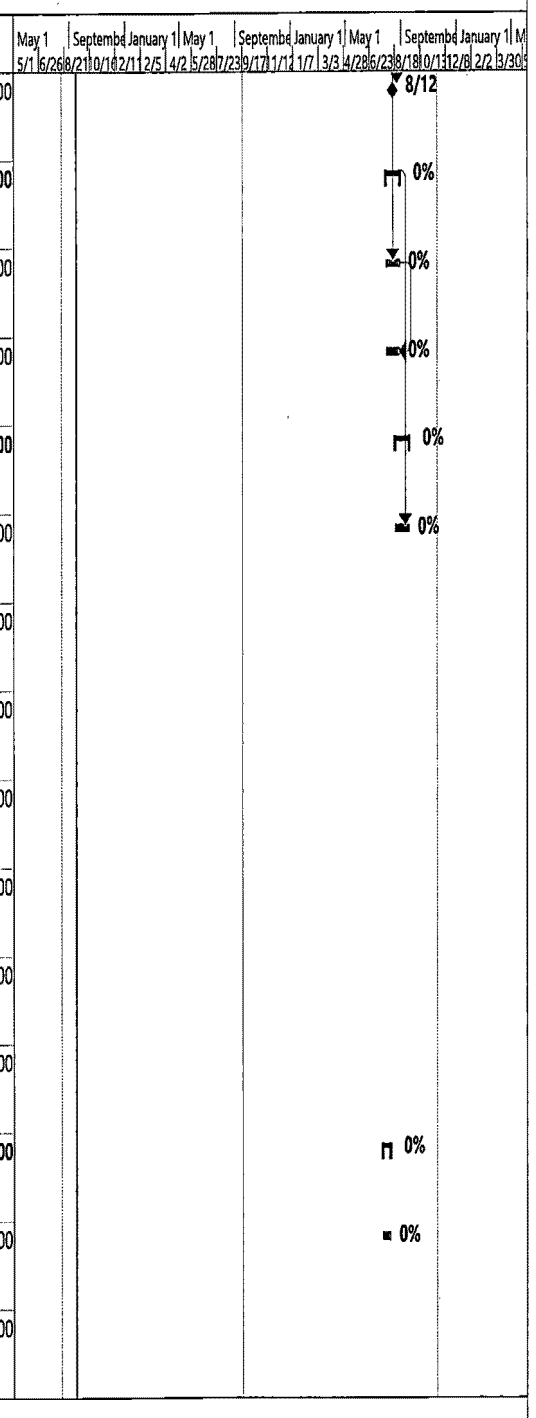
Critical, Critical Split, Critical Progress, Task, Split
Task Progress, Manual Task, Start-only, Finish-only, Duration-only
Baseline, Baseline Split, Baseline Milestone, Milestone, Summary Progress
Summary, Manual Summary, Project Summary, External Tasks, External Milestone
Inactive Task, Inactive Milestone, Inactive Summary, Deadline

Page 7

Attachment "A"

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
106		Stage 2 COA	1 day	Mon 8/12/24	Mon 8/12/24	$0.00
107		**Mechanical**	**23 days**	**Mon 7/29/24**	**Wed 8/28/24**	**$0.00**
108		HVAC - 20 TNS	23 days	Mon 7/29/24	Wed 8/28/24	$0.00
109		Exhaust fans	22 days	Tue 7/30/24	Wed 8/28/24	$0.00
110		**Electrical**	**23 days?**	**Mon 8/19/24**	**Wed 9/18/24**	**$0.00**
111		250 KVA Transformer	23 days	Mon 8/19/24	Wed 9/18/24	$0.00
112		Interior Main				$0.00
113		Bull Switches				$0.00
114		warehouse lighting				$0.00
115		emergency lighting ingress/ egress				$0.00
116		exterior wall pack lighting				$0.00
117		convenient outlets, 220V outlets				$0.00
118		**Plumbing**	**13 days?**	**Mon 7/22/24**	**Wed 8/7/24**	**$0.00**
119		Interior Water Lines/Sink	13 days	Mon 7/22/24	Wed 8/7/24	$0.00
120		Fire Sprinkler System				$0.00



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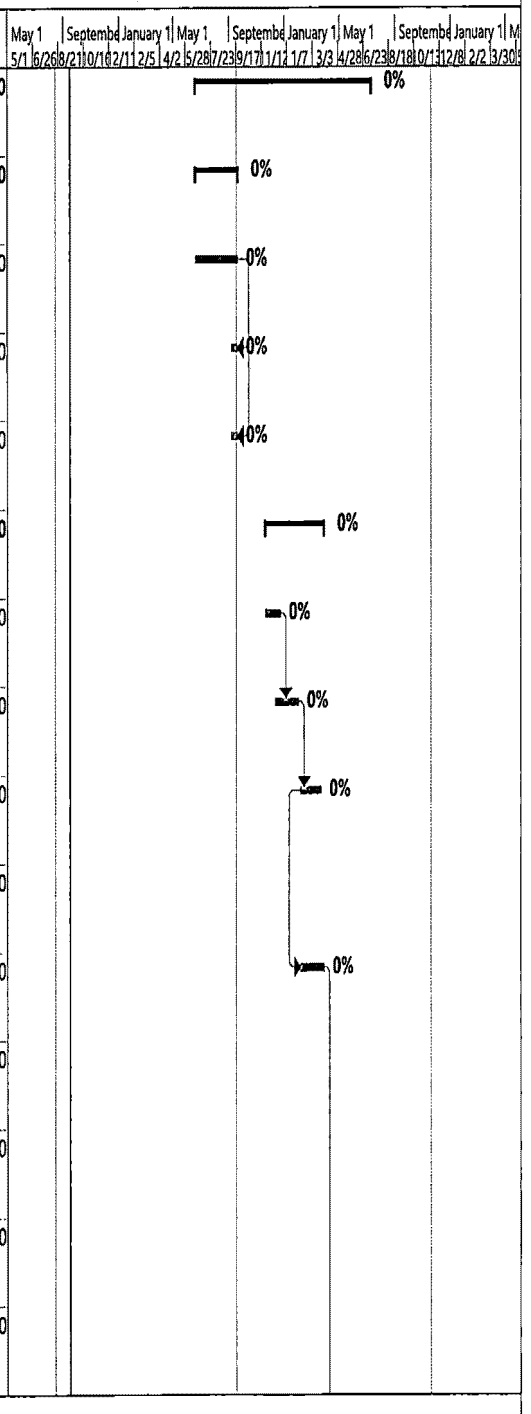
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
121		**Workshop A**	**277 days?**	**Mon 6/19/23**	**Tue 7/9/24**	**$1,846,000.00**
122		**2ea - Concrete Loading docks**	**67 days**	**Mon 6/19/23**	**Tue 9/19/23**	**$208,000.00**
123		concrete approach ramps	67 days	Mon 6/19/23	Tue 9/19/23	$208,000.00
124		hand railing	10 days	Wed 9/6/23	Tue 9/19/23	$0.00
125		dock levelers	10 days	Wed 9/6/23	Tue 9/19/23	$0.00
126		**Workshop A Renovation**	**93 days?**	**Mon 11/20/23**	**Wed 3/27/24**	**$1,638,000.00**
127		Remove existing roof and wall sheeting	25 days	Mon 11/20/23	Fri 12/22/23	$0.00
128		Modify Steel Structure (panel prep)	38 days	Mon 12/11/23	Wed 1/31/24	$0.00
129		Install PBR 26 ga roof sheets	33 days	Mon 2/5/24	Wed 3/20/24	$0.00
130		Install/replace sub-framing				$0.00
131		Install exterior OSB/SIP panels	38 days	Mon 2/5/24	Wed 3/27/24	$0.00
132		Install interior metal wall panels				$0.00
133		install under roof insulation				$0.00
134		Remove wood frame breezeway				$0.00
135		Add metal frame breezeway				$0.00

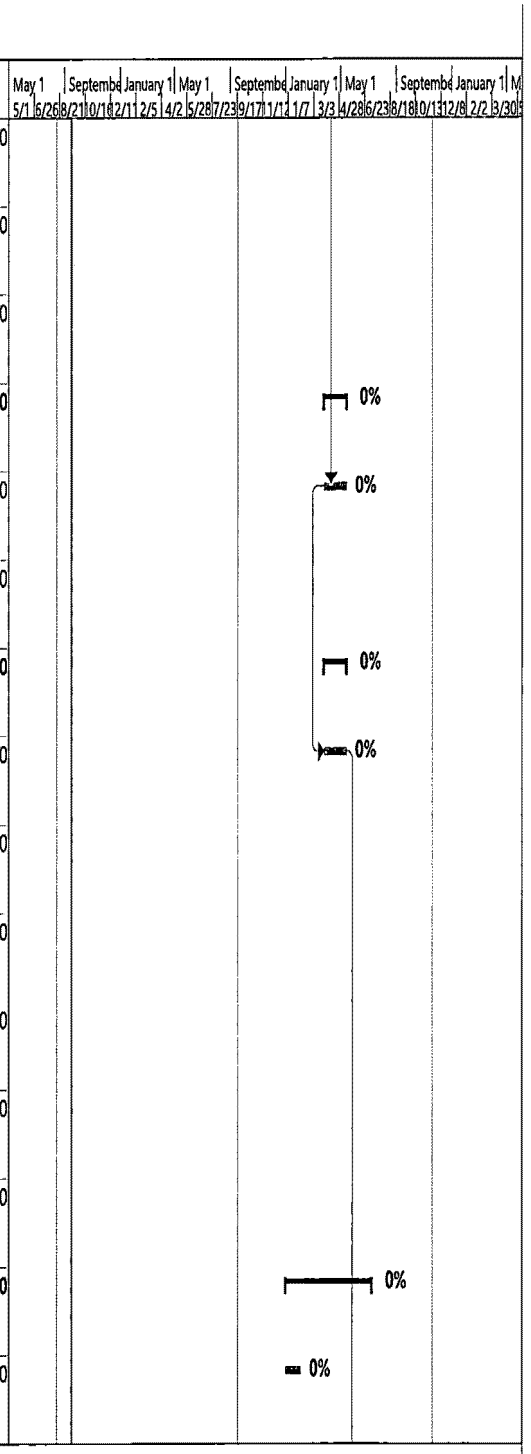


Critical | Task Progress | Baseline | Summary | Inactive Task
Critical Split | Manual Task | Baseline Split | Manual Summary | Inactive Milestone
Critical Progress | Start-only | Baseline Milestone | Project Summary | Inactive Summary
Task | Finish-only | Milestone | External Tasks | Deadline
Split | Duration-only | Summary Progress | External Milestone

Attachment "A"

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
136		3ea demising walls in the building				$0.00
137		10 ea Exterior man doors				$0.00
138		6 ea 12' x 10' Overhead doors				$0.00
139		**Mechanical**	**36 days?**	**Mon 3/25/24**	**Mon 5/13/24**	**$0.00**
140		HVAC - 75 TNS	36 days	Mon 3/25/24	Mon 5/13/24	$0.00
141		Gas (Heating)				$0.00
142		**Electrical**	**36 days?**	**Mon 3/25/24**	**Mon 5/13/24**	**$0.00**
143		Transformer (TBD)	36 days	Mon 3/25/24	Mon 5/13/24	$0.00
144		Interior Electrical Panels				$0.00
145		220V convenience power				$0.00
146		Warehouse lighting				$0.00
147		Emergency lighting ingress/egress				$0.00
148		Exterior lighting				$0.00
149		**Plumbing**	**136 days**	**Mon 1/1/24**	**Mon 7/8/24**	**$0.00**
150		Restrooms	25 days	Mon 1/1/24	Fri 2/2/24	$0.00



Critical	Task Progress	Baseline	Summary	Inactive Task
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone	

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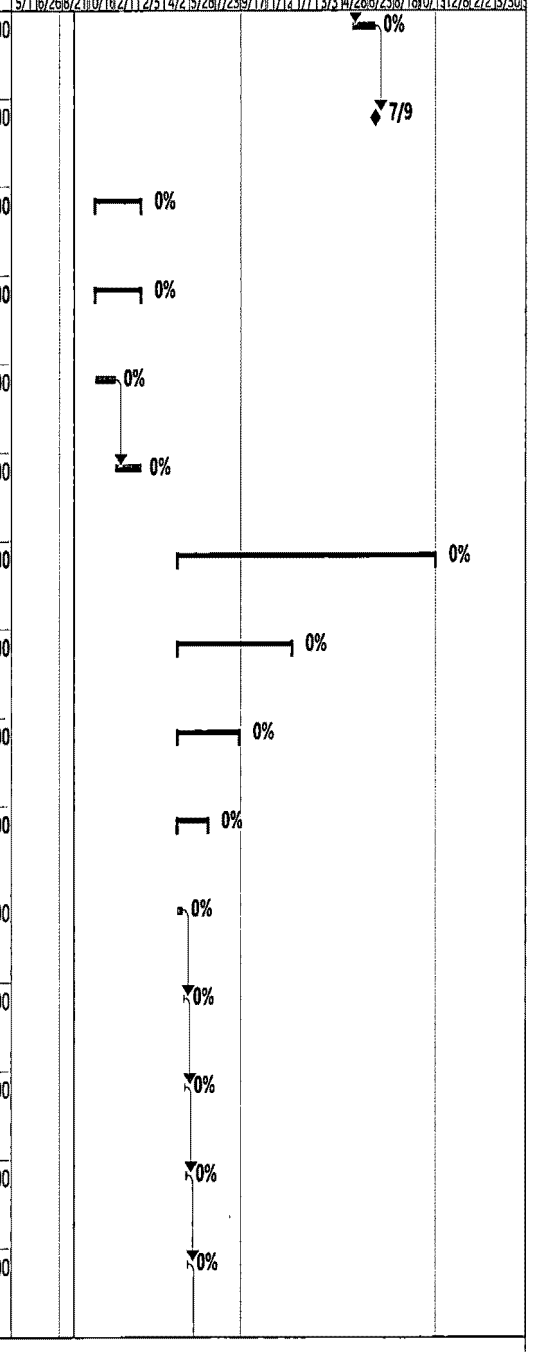
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
151		Fire sprinkler system	36 days	Mon 5/20/24	Mon 7/8/24	$0.00
152		Workshop A COA	1 day	Tue 7/9/24	Tue 7/9/24	$0.00
153		**Production Office Buildings**	**60 days**	**Tue 11/1/22**	**Thu 2/9/23**	**$91,750.00**
154		**POB 1**	**60 days**	**Tue 11/1/22**	**Thu 2/9/23**	**$91,750.00**
155		Exterior T.I. (TBD)	30 days	Tue 11/1/22	Wed 12/14/22	$45,875.00
156		Interior T.I. (TBD)	30 days	Thu 12/15/22	Thu 2/9/23	$45,875.00
157		**NEW CONSTRUCTION**	**406 days**	**Mon 5/1/23**	**Mon 11/18/24**	**$15,985,000.00**
158		**New Stages 3 & 4**	**181 days**	**Mon 5/1/23**	**Mon 1/8/24**	**$14,000,000.00**
159		**Stage Structural Assembly**	**99 days**	**Mon 5/1/23**	**Thu 9/14/23**	**$7,000,000.00**
160		**Stage 3 Structural Assembly**	**50 days**	**Mon 5/1/23**	**Fri 7/7/23**	**$3,500,000.00**
161		Base Plates	10 days	Mon 5/1/23	Fri 5/12/23	$0.00
162		Prep Modules 1-3	2 days	Mon 5/15/23	Tue 5/16/23	$0.00
163		Assembly Module 1	2 days	Wed 5/17/23	Thu 5/18/23	$0.00
164		Assembly Module 2	2 days	Fri 5/19/23	Mon 5/22/23	$0.00
165		Assembly Module 3	2 days	Tue 5/23/23	Wed 5/24/23	$0.00



Critical	Task Progress	Baseline	Summary	Inactive Task
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone

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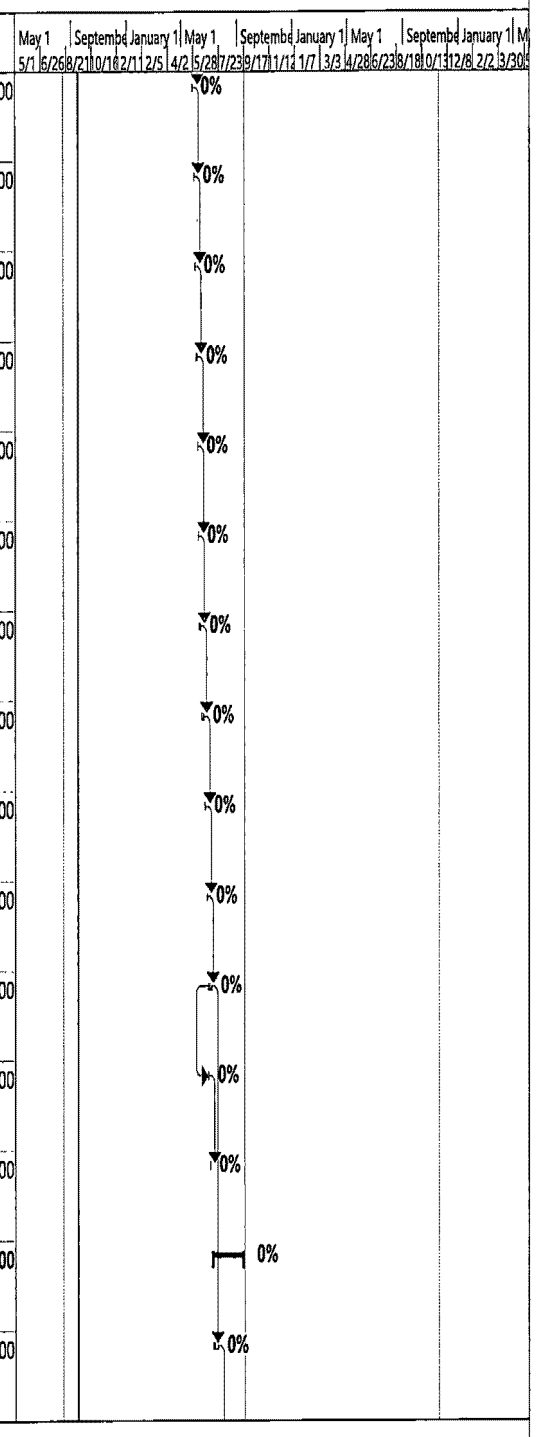
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
166		Prep Modules 4-5	2 days	Thu 5/25/23	Fri 5/26/23	$0.00
167		Assembly Module 4	2 days	Mon 5/29/23	Tue 5/30/23	$0.00
168		Assembly Module 5	2 days	Wed 5/31/23	Thu 6/1/23	$0.00
169		Assembly Single Frame	3 days	Fri 6/2/23	Tue 6/6/23	$0.00
170		Pulling Roof Module 1-5	1 day	Wed 6/7/23	Wed 6/7/23	$0.00
171		Stage 3 Module Lift	1 day	Thu 6/8/23	Thu 6/8/23	$0.00
172		Purlins, Cables, Braces	3 days	Fri 6/9/23	Tue 6/13/23	$0.00
173		Roof & Insulation & Tension Bars	5 days	Wed 6/14/23	Tue 6/20/23	$0.00
174		Gable End	3 days	Wed 6/21/23	Fri 6/23/23	$0.00
175		Gable Leg Sections	2 days	Mon 6/26/23	Tue 6/27/23	$0.00
176		Wall Panel Installation	8 days	Wed 6/28/23	Fri 7/7/23	$0.00
177		Corners & Gutters	3 days	Wed 6/28/23	Fri 6/30/23	$0.00
178		Weather Sealing	2 days	Mon 7/3/23	Tue 7/4/23	$0.00
179		**Stage 4 Structural Assembly**	**49 days**	**Mon 7/10/23**	**Thu 9/14/23**	**$3,500,000.00**
180		Base Plates	10 days	Mon 7/10/23	Fri 7/21/23	$0.00



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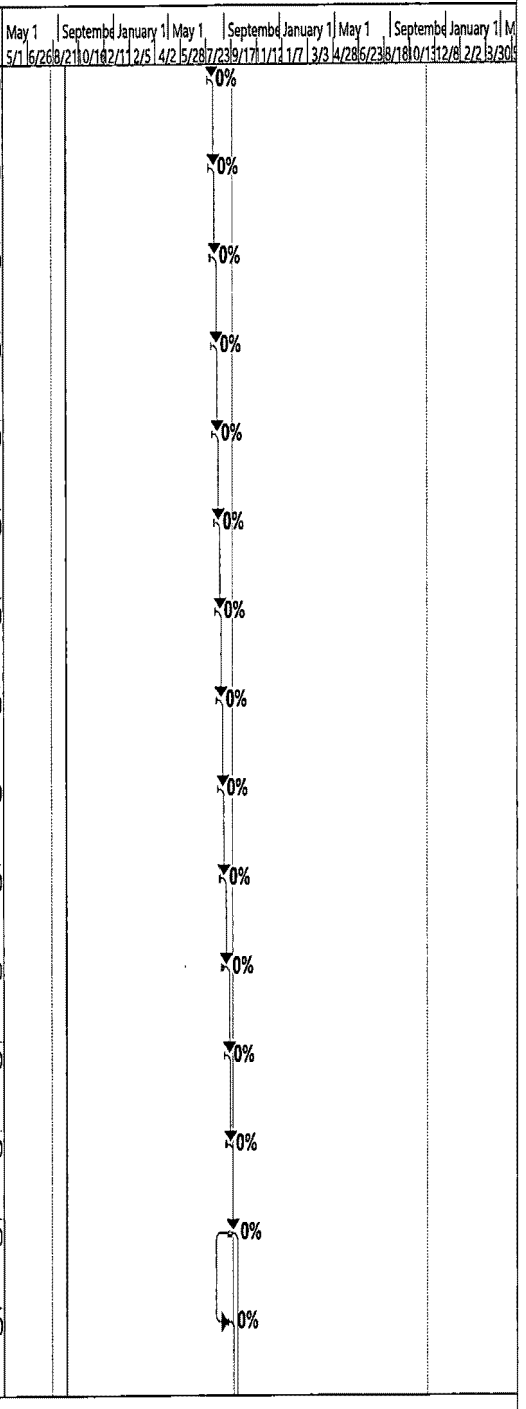
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
181		Prep modules 1-3	2 days	Mon 7/24/23	Tue 7/25/23	$0.00
182		Assembly Module 1	2 days	Wed 7/26/23	Thu 7/27/23	$0.00
183		Assembly Module 2	2 days	Fri 7/28/23	Mon 7/31/23	$0.00
184		Assembly Module 3	2 days	Tue 8/1/23	Wed 8/2/23	$0.00
185		Prep Modules 4-5	2 days	Thu 8/3/23	Fri 8/4/23	$0.00
186		Assembly Module 4	2 days	Mon 8/7/23	Tue 8/8/23	$0.00
187		Assembly module 5	2 days	Wed 8/9/23	Thu 8/10/23	$0.00
188		Pulling Roof Module 1-5	2 days	Fri 8/11/23	Mon 8/14/23	$0.00
189		Stage 4 Module Lift	2 days	Tue 8/15/23	Wed 8/16/23	$0.00
190		Purlins, Cables, Braces	3 days	Thu 8/17/23	Mon 8/21/23	$0.00
191		Roof Insulation & Tension Bars	5 days	Tue 8/22/23	Mon 8/28/23	$0.00
192		Gable Leg Sections	2 days	Tue 8/29/23	Wed 8/30/23	$0.00
193		Gable End	3 days	Thu 8/31/23	Mon 9/4/23	$0.00
194		Wall Panel Installation	8 days	Tue 9/5/23	Thu 9/14/23	$0.00
195		Corners & Gutters	3 days	Tue 9/5/23	Thu 9/7/23	$0.00



Critical
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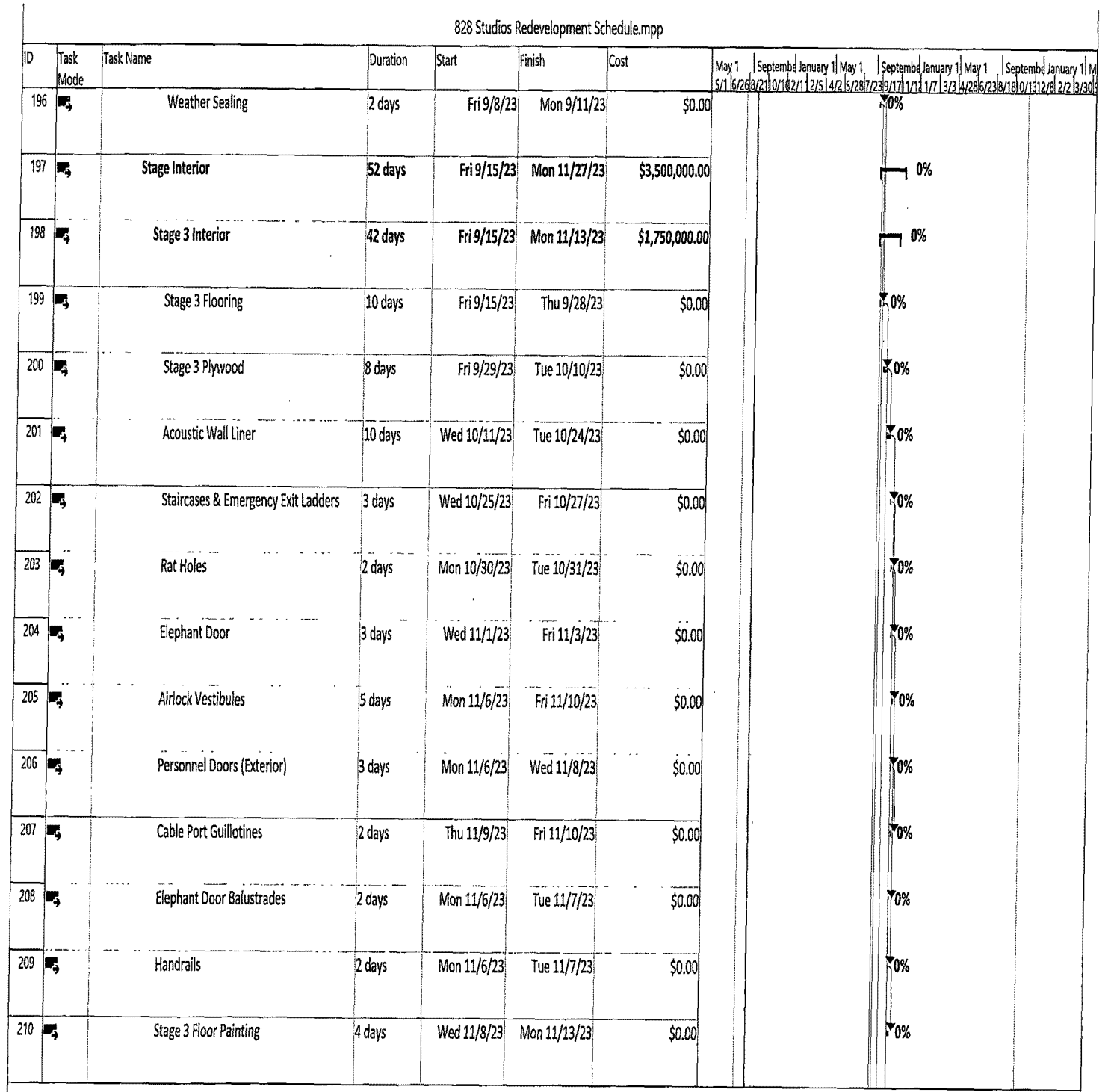
Baseline Milestone
Milestone
Summary Progress
Summary
Manual Summary
Project Summary
External Tasks
External Milestone
Inactive Task
Inactive Milestone
Inactive Summary
Deadline

828 Studios Redevelopment Schedule.mpp

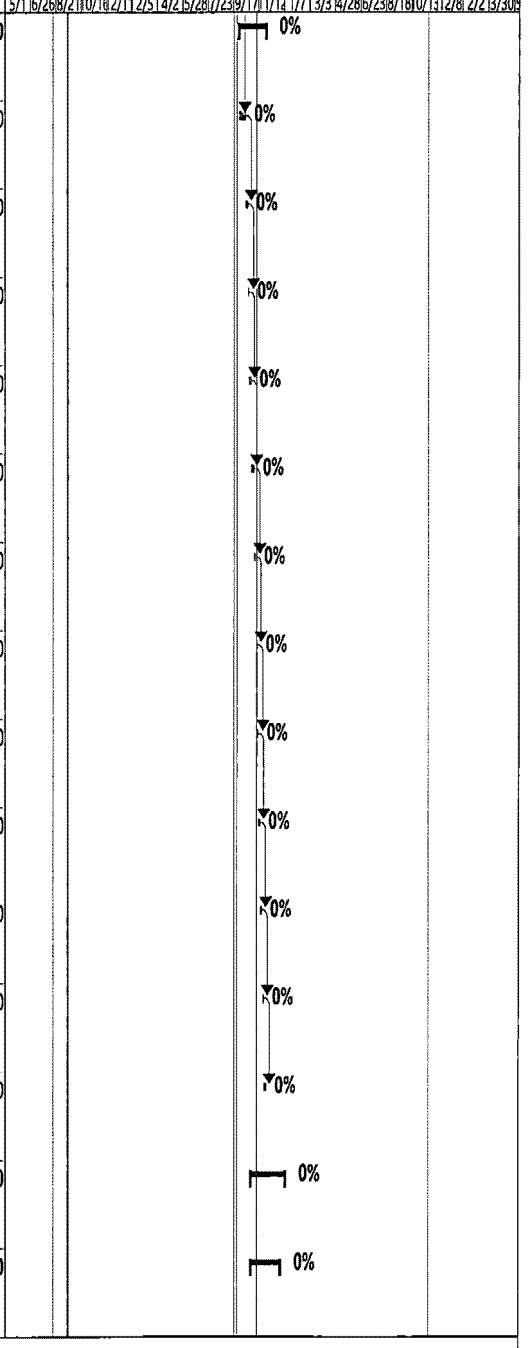
ID	Task Mode	Task Name	Duration	Start	Finish	Cost
196		Weather Sealing	2 days	Fri 9/8/23	Mon 9/11/23	$0.00
197		**Stage Interior**	**52 days**	**Fri 9/15/23**	**Mon 11/27/23**	**$3,500,000.00**
198		**Stage 3 Interior**	**42 days**	**Fri 9/15/23**	**Mon 11/13/23**	**$1,750,000.00**
199		Stage 3 Flooring	10 days	Fri 9/15/23	Thu 9/28/23	$0.00
200		Stage 3 Plywood	8 days	Fri 9/29/23	Tue 10/10/23	$0.00
201		Acoustic Wall Liner	10 days	Wed 10/11/23	Tue 10/24/23	$0.00
202		Staircases & Emergency Exit Ladders	3 days	Wed 10/25/23	Fri 10/27/23	$0.00
203		Rat Holes	2 days	Mon 10/30/23	Tue 10/31/23	$0.00
204		Elephant Door	3 days	Wed 11/1/23	Fri 11/3/23	$0.00
205		Airlock Vestibules	5 days	Mon 11/6/23	Fri 11/10/23	$0.00
206		Personnel Doors (Exterior)	3 days	Mon 11/6/23	Wed 11/8/23	$0.00
207		Cable Port Guillotines	2 days	Thu 11/9/23	Fri 11/10/23	$0.00
208		Elephant Door Balustrades	2 days	Mon 11/6/23	Tue 11/7/23	$0.00
209		Handrails	2 days	Mon 11/6/23	Tue 11/7/23	$0.00
210		Stage 3 Floor Painting	4 days	Wed 11/8/23	Mon 11/13/23	$0.00



Attachment "A"

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
211		**Stage 4 Interior**	**42 days**	**Fri 9/29/23**	**Mon 11/27/23**	**$1,750,000.00**
212		Stage 4 Flooring	10 days	Fri 9/29/23	Thu 10/12/23	$0.00
213		Stage 4 Plywood	3 days	Fri 10/13/23	Tue 10/17/23	$0.00
214		Acoustic Wall Liner	2 days	Wed 10/18/23	Thu 10/19/23	$0.00
215		Staircases & Emergency Exit Ladders	3 days	Fri 10/20/23	Tue 10/24/23	$0.00
216		Rat Holes	5 days	Wed 10/25/23	Tue 10/31/23	$0.00
217		Elephant Door	3 days	Wed 11/1/23	Fri 11/3/23	$0.00
218		Airlock Vestibules	2 days	Mon 11/6/23	Tue 11/7/23	$0.00
219		Personnel Doors (Exterior)	2 days	Wed 11/8/23	Thu 11/9/23	$0.00
220		Cable Port Guillotines	2 days	Fri 11/10/23	Mon 11/13/23	$0.00
221		Elephant Door Balustrades	4 days	Tue 11/14/23	Fri 11/17/23	$0.00
222		Handrails	2 days	Mon 11/20/23	Tue 11/21/23	$0.00
223		Stage 4 Floor Painting	4 days	Wed 11/22/23	Mon 11/27/23	$0.00
224		**Stage Fit Out**	**54 days**	**Wed 10/25/23**	**Mon 1/8/24**	**$3,500,000.00**
225		**Stage 3 Fit Out**	**47 days**	**Wed 10/25/23**	**Thu 12/28/23**	**$1,750,000.00**



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Inactive Task, Inactive Milestone, Inactive Summary, Deadline

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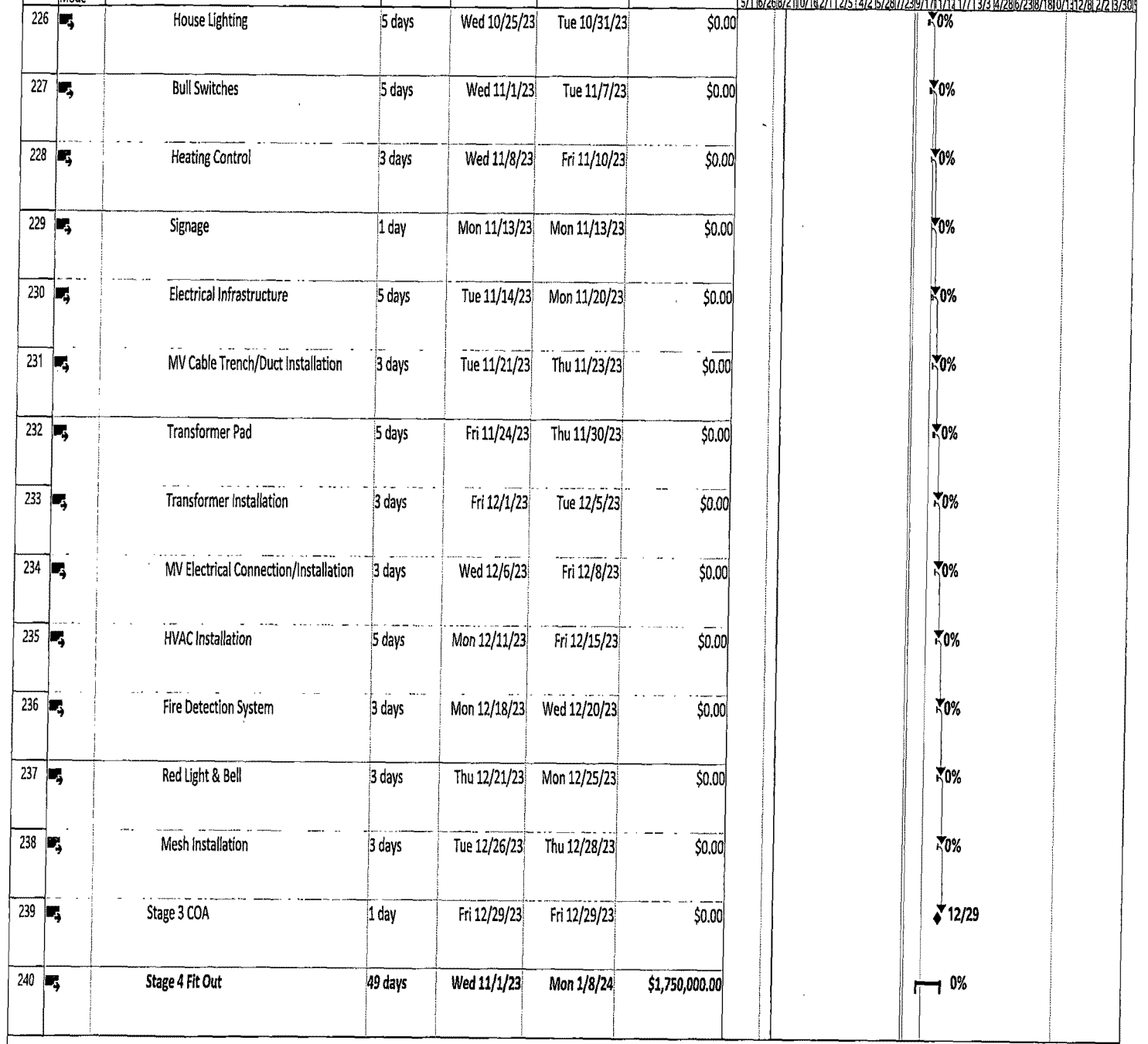
Attachment "A"

828 Studios Redevelopment Schedule.mpp

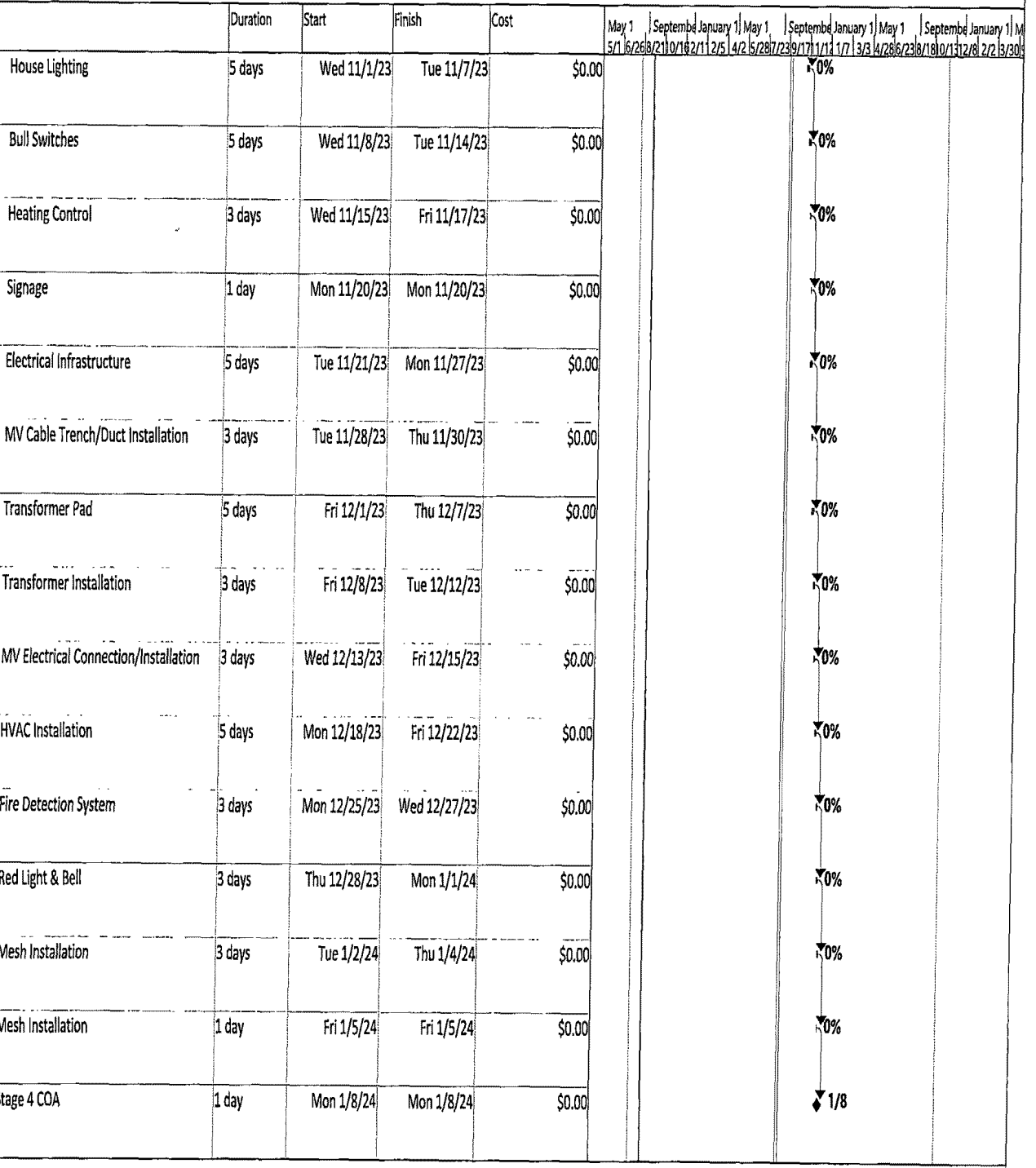
ID	Task Mode	Task Name	Duration	Start	Finish	Cost
226		House Lighting	5 days	Wed 10/25/23	Tue 10/31/23	$0.00
227		Bull Switches	5 days	Wed 11/1/23	Tue 11/7/23	$0.00
228		Heating Control	3 days	Wed 11/8/23	Fri 11/10/23	$0.00
229		Signage	1 day	Mon 11/13/23	Mon 11/13/23	$0.00
230		Electrical Infrastructure	5 days	Tue 11/14/23	Mon 11/20/23	$0.00
231		MV Cable Trench/Duct Installation	3 days	Tue 11/21/23	Thu 11/23/23	$0.00
232		Transformer Pad	5 days	Fri 11/24/23	Thu 11/30/23	$0.00
233		Transformer Installation	3 days	Fri 12/1/23	Tue 12/5/23	$0.00
234		MV Electrical Connection/Installation	3 days	Wed 12/6/23	Fri 12/8/23	$0.00
235		HVAC Installation	5 days	Mon 12/11/23	Fri 12/15/23	$0.00
236		Fire Detection System	3 days	Mon 12/18/23	Wed 12/20/23	$0.00
237		Red Light & Bell	3 days	Thu 12/21/23	Mon 12/25/23	$0.00
238		Mesh Installation	3 days	Tue 12/26/23	Thu 12/28/23	$0.00
239		Stage 3 COA	1 day	Fri 12/29/23	Fri 12/29/23	$0.00
240		**Stage 4 Fit Out**	**49 days**	**Wed 11/1/23**	**Mon 1/8/24**	**$1,750,000.00**



Critical — Task Progress — Baseline — Summary — Inactive Task
Critical Split — Manual Task — Baseline Split — Manual Summary — Inactive Milestone
Critical Progress — Start-only — Baseline Milestone — Project Summary — Inactive Summary
Task — Finish-only — Milestone — External Tasks — Deadline
Split — Duration-only — Summary Progress — External Milestone

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
241		House Lighting	5 days	Wed 11/1/23	Tue 11/7/23	$0.00
242		Bull Switches	5 days	Wed 11/8/23	Tue 11/14/23	$0.00
243		Heating Control	3 days	Wed 11/15/23	Fri 11/17/23	$0.00
244		Signage	1 day	Mon 11/20/23	Mon 11/20/23	$0.00
245		Electrical Infrastructure	5 days	Tue 11/21/23	Mon 11/27/23	$0.00
246		MV Cable Trench/Duct Installation	3 days	Tue 11/28/23	Thu 11/30/23	$0.00
247		Transformer Pad	5 days	Fri 12/1/23	Thu 12/7/23	$0.00
248		Transformer Installation	3 days	Fri 12/8/23	Tue 12/12/23	$0.00
249		MV Electrical Connection/Installation	3 days	Wed 12/13/23	Fri 12/15/23	$0.00
250		HVAC Installation	5 days	Mon 12/18/23	Fri 12/22/23	$0.00
251		Fire Detection System	3 days	Mon 12/25/23	Wed 12/27/23	$0.00
252		Red Light & Bell	3 days	Thu 12/28/23	Mon 1/1/24	$0.00
253		Mesh Installation	3 days	Tue 1/2/24	Thu 1/4/24	$0.00
254		Mesh Installation	1 day	Fri 1/5/24	Fri 1/5/24	$0.00
255		Stage 4 COA	1 day	Mon 1/8/24	Mon 1/8/24	$0.00



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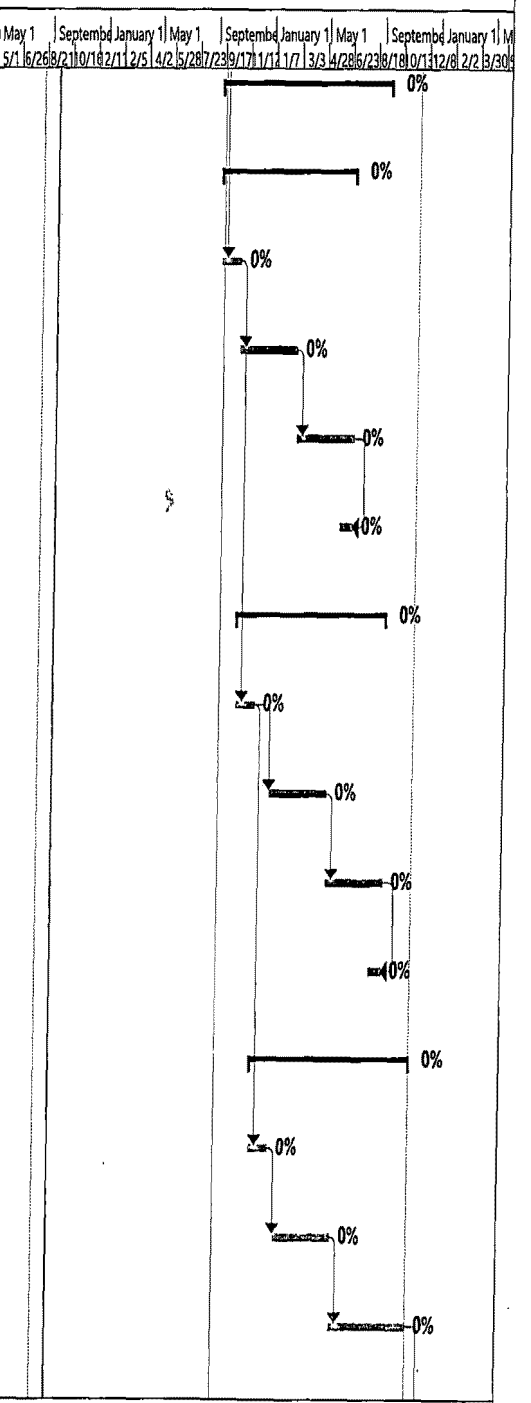
Critical Split — Manual Task — Baseline Split — Manual Summary — Inactive Milestone
Critical Progress — Start-only — Baseline Milestone — Project Summary — Inactive Summary
Task — Finish-only — Milestone — External Tasks — Deadline
Split — Duration-only — Summary Progress — External Milestone

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
256		**New Production Office Buildings 2 & 3**	**265 days**	**Tue 9/12/23**	**Mon 9/16/24**	**$1,280,000.00**
257		**POB 2**	**210 days**	**Tue 9/12/23**	**Mon 7/1/24**	**$640,000.00**
258		Floorplans (TBD)	30 days	Tue 9/12/23	Mon 10/23/23	$0.00
259		MEP (TBD)	90 days	Tue 10/24/23	Mon 2/26/24	$0.00
260		Construction (TBD)	90 days	Tue 2/27/24	Mon 7/1/24	$0.00
261		IT / Telco	20 days	Tue 6/4/24	Mon 7/1/24	$0.00
262		**POB 3**	**235 days**	**Tue 10/24/23**	**Mon 9/16/24**	**$640,000.00**
263		Floorplans (TBD)	30 days	Tue 10/24/23	Mon 12/4/23	$0.00
264		MEP (TBD)	90 days	Tue 1/9/24	Mon 5/13/24	$0.00
265		Construction (TBD)	90 days	Tue 5/14/24	Mon 9/16/24	$0.00
266		IT / Telco	20 days	Tue 8/20/24	Mon 9/16/24	$0.00
267		**New Creative Office Building**	**250 days**	**Tue 12/5/23**	**Mon 11/18/24**	**$640,000.00**
268		Floorplans (TBD)	30 days	Tue 12/5/23	Mon 1/15/24	$0.00
269		MEP (TBD)	90 days	Tue 1/30/24	Mon 6/3/24	$0.00
270		Construction (TBD)	120 days	Tue 6/4/24	Mon 11/18/24	$0.00

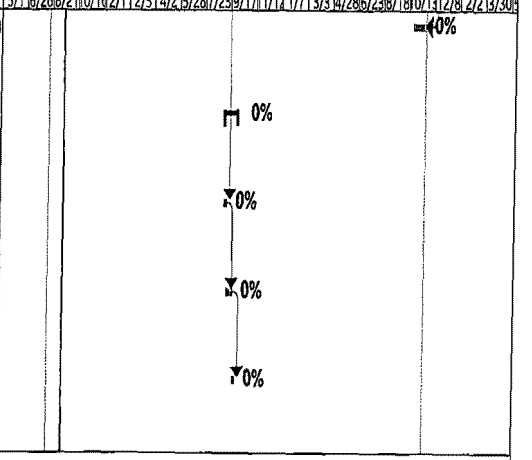


Critical	Task Progress	Baseline	Summary	Inactive Task
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone	

Attachment "A"

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
271		IT / Telco	20 days	Tue 10/22/24	Mon 11/18/24	$0.00
272		**Guard Shacks**	**20 days**	**Tue 9/5/23**	**Mon 10/2/23**	**$65,000.00**
273		Floorplans	5 days	Tue 9/5/23	Mon 9/11/23	$0.00
274		MEP	10 days	Tue 9/12/23	Mon 9/25/23	$0.00
275		Construction	5 days	Tue 9/26/23	Mon 10/2/23	$65,000.00

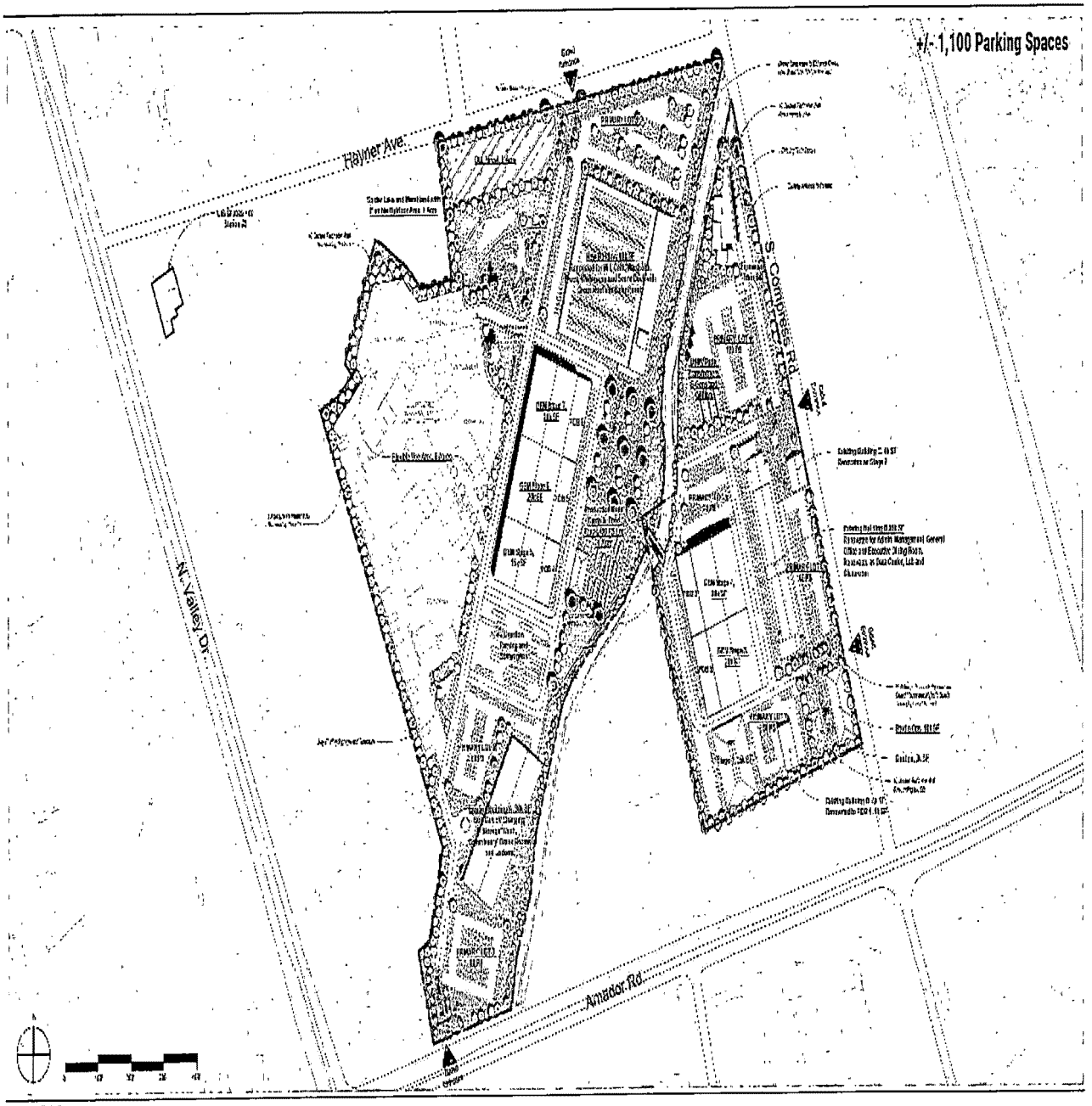


Critical
Critical Split
Critical Progress
Task
Split
Task Progress
Manual Task
Start-only
Finish-only
Duration-only
Baseline
Baseline Split
Baseline Milestone
Milestone
Summary Progress
Summary
Manual Summary
Project Summary
External Tasks
External Milestone
Inactive Task
Inactive Milestone
Inactive Summary
Deadline

828 Studios Redevelopment Schedule.mpp

16 Conceptual Site Plans

CONCEPTUAL SITE PLAN



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828 STUDIOS | LAS CRUCES, NEW MEXICO

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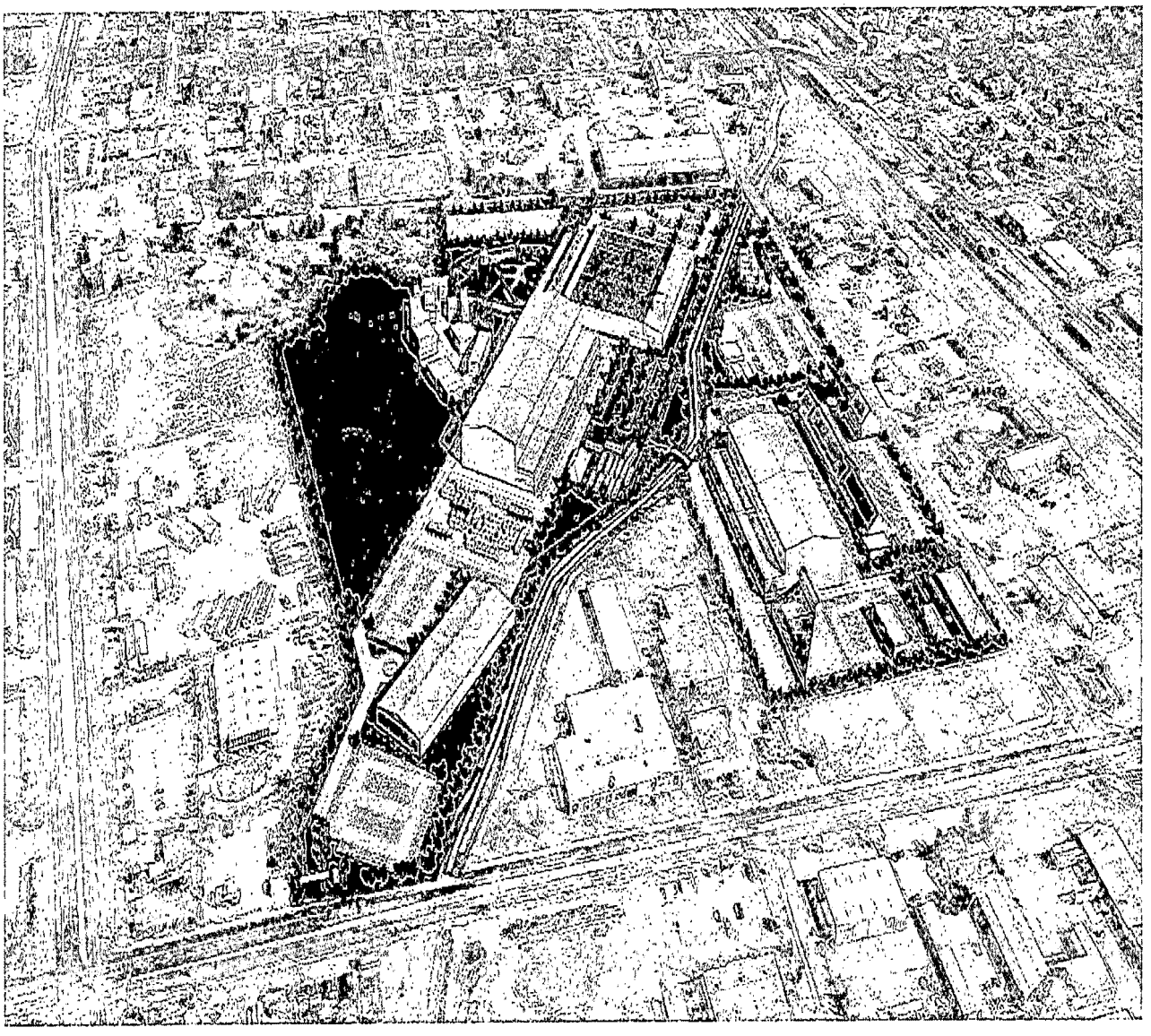
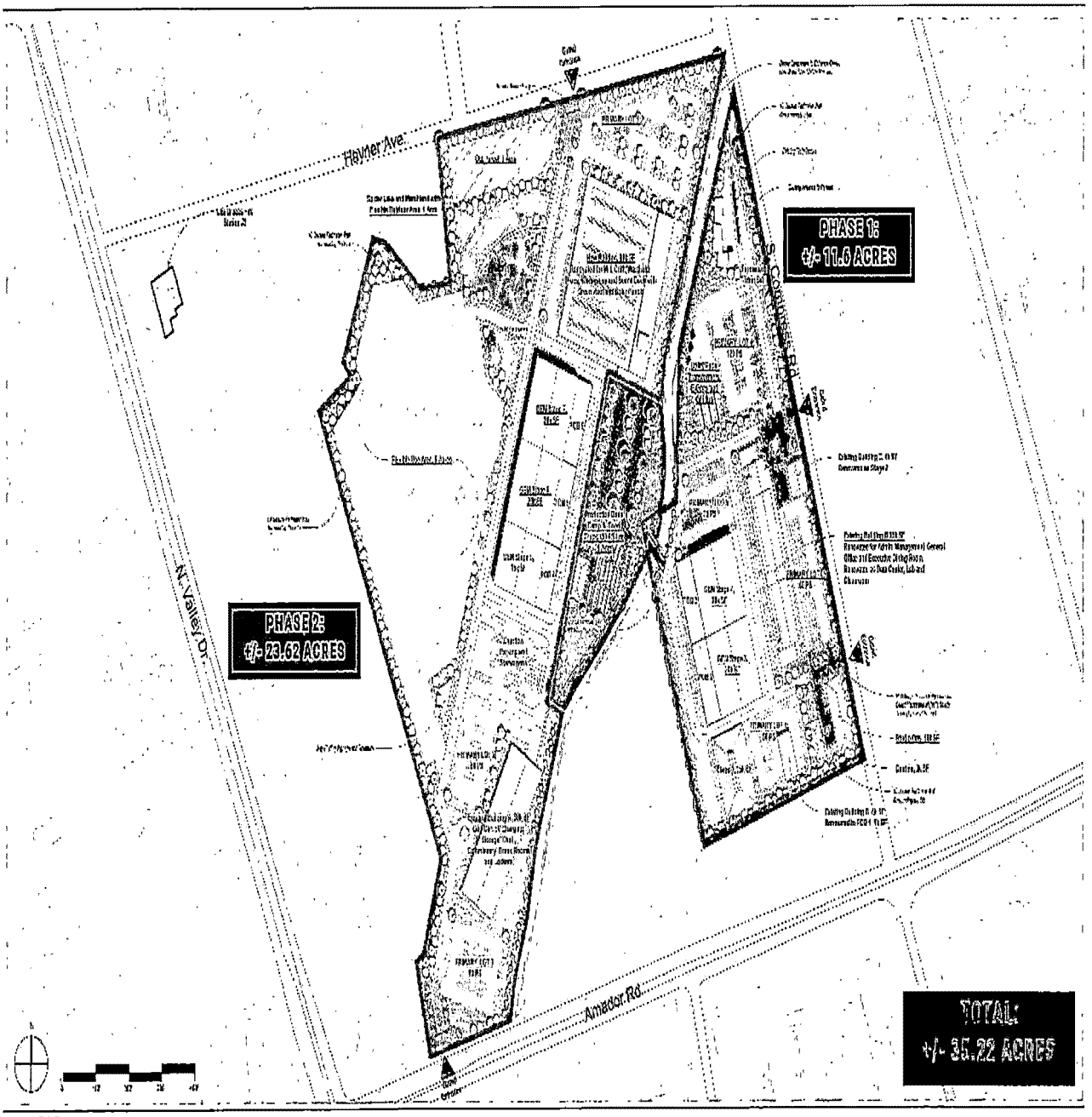
CONCEPTUAL PERSPECTIVE



828 Studios Redevelopment Schedule.mpp

PHASING PLAN



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18 Construction Drawings

Placeholder pending architect agreement & scope.

Confirmation needed from GC re: 70 days ending 1/27/23 (Currently showning 70 days from 9/26/22 at a 5 day work week with two days off for Thanksgiving and two weeks off for Christmas/New Years)

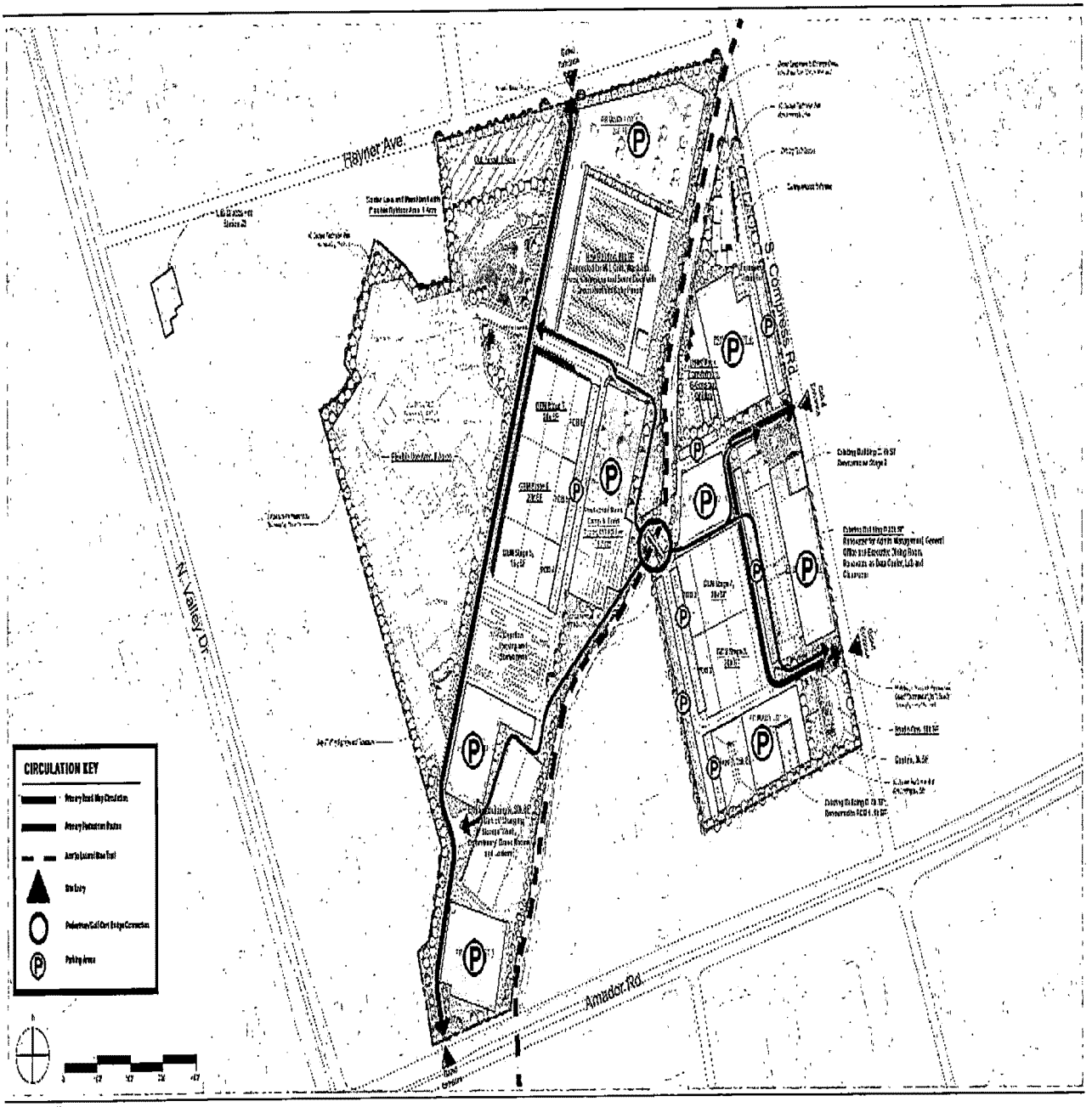
19 Demo Permit

Confirm if demo permit can be obtained prior to completion of DD's.

828 Studios Redevelopment Schedule.mpp

25 Traffic Circulation Plan

CIRCULATION PLAN



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GIANT

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SEPTEMBER 02 2022 3

26 Permits

Permit cost based on Highland Enterprises summarized estimate and not yet broken out by category.

27 Grading Permit

All permits, starting with grading, reflected in a 30 day window after completion of CD's

Page 23

82 Stage 1 COA
Stage 1 Certificate Of Occupancy placeholder pending confirmation.

88 750 KVA Transformer 900 amp, 480V 3P
Interior power distribution schedule currently reflected in Task #82 and not yet broken out individually.

106 Stage 2 COA
Stage 2 Certificate Of Occupancy placeholder pending confirmation

107 Mechanical
Stage 2 Mechanical assumed in Highland Stage 2 Renovation estimate located in Task #99 "Replace Roof & Walls".

110 Electrical
Stage 2 Electrical assumed in Highland Stage 2 Renovation estimate located in Task #99 "Replace Roof & Walls".

111 250 KVA Transformer
Interior electrical installation currently reflected in Task #100; not broken out by task numbers.

118 Plumbing
Stage 2 Plumbing assumed in Highland Stage 2 Renovation estimate located in Task #99 "Replace Roof & Walls".

120 Fire Sprinkler System
Stage 2 Fire Sprinkler System installation requirements TBD

126 Workshop A Renovation
WS-A Renovation cost includes subcategories (Task #122-#133)

139 Mechanical
Workshop A Mechanical assumed in Highland Workshop Renovation estimate located in Task #121 "Workshop A Renovation"

142 Electrical
Workshop A Electrical assumed in Highland Workshop Renovation estimate located in Task #121 "Workshop A Renovation"

143 Transformer (TBD)
Workshop interior electrical installation currently reflected in Task#131 and not broken out by task.

149 Plumbing
Workshop A Plumbing assumed in Highland Workshop Renovation estimate located in Task #121 "Workshop A Renovation"

152 Workshop A COA
Workshop A COA placeholder pending confirmation

153 Production Office Buildings
POB 1 T.I.'s TBD

157 NEW CONSTRUCTION
All new construction tasks TBD pending design.

257 POB 2
POB cost and schedule placeholder pending design

262 POB 3
POB 3 cost and schedule placeholder pending design

272 Guard Shacks
Guard Shack schedule TBD

Attachment "A"

HIGHLAND ENTERPRISES, INC.

General Contractors • Lic. No. 4460 MARK HETTINGA , PRESIDENT
Labor Registration No. 0036820050601
P.O. BOX 2409 Las Cruces, NM 88004
Phone (575) 524-3551 Fax (575) 526-0835
Email – hei@highlandnm.com

Budgetary Estimate No. One Date Septembe 8, 2022

Project 828 Studios Renovations Location 111 S. Compress Rd Las Cruces, NM 88005

To: 828 Studios

Budgetary Estimate

This is a budgetary estimate and is preliminary in nature. This estimate represents our best estimation of the project based on our interpretation the Customer's ideas, commentsand available information. This is not a firm fixed price. A firm fixed price may be offered upon a fully developed set of plans that has been approved by the City of Las Cruces.

Scope of Work

This Scope of Work is limited to Phase 1 which pertains to the following:

- Removal of Trash and debris from 8 acre portion of site
- Removal of large piles of volcanic rock. Rock is to be placed on adjacent lot
- Removal of existing concrete structures
- Construction of Parking Lots and roadways as described
- Renovation of large and tall building to become Stage 1
- Renovation of long building to become Work Shop
- Renovation of metal building to become Stage 2
- Renovation of existing Administration building to become POB 1

Plan Development Requirements

- Architectural and Engineering fees for:

Demolition plans
Site Plan Floor Plans
Elevation Views
Structural Foundation plans
Structural Building Plans
Plumbing plans
HVAC plans
Electrical plans
Fire Protection plans

- Contractor Design/Build Fee
- Topographical Survey
- Geo Technical Study
- Storm Water Pollution Prevention Plan

General Requirements

- Bond (add 2% to estimate total if required)
- Building Permit fees
- Builder's Risk Insurance
- Temporary Facilities
- Temporary Utilities

Demolition / Site Clean Up

- Tree removal
- Removal of Existing stock piles of volcanic rock to Phase 2
- Removal of tires

- Removal of trash and debris
- Removal of RV trailer
- Removal of building contents Stage 1
- Removal of building contents Stage 2
- Removal of building contents Work Shop
- Clean and expose RR Tracks
- Demolition - Existing above grade concrete structures
- Demo Bagging equipment at Work Shop

Site Work

- Materials testing
- Access road to Stage 1 and Work Shop
- Construction of remaining site roadways (Phase 2)
- Asphalt Parking - Lot 4
- Asphalt Parking - Lot 5
- Asphalt Parking Work Shop
- Asphalt Parking - Lot 6
- Asphalt Parking - Stage 1 Lot
- Asphalt Parking - POB Lots 2&3
- Graveled area for Chiller, Satellite Dishes, Generators
- Cantina Slab
- Landscape Phase 1 (12,000 SF)
- Landscape Phase 2 (35,990 SF)
- Phase 1 - Underground Retention Ponds
- Phase 2 - Underground Retention Ponds

Renovation of Sound Stage 1

- Remove and replace 9,000 SF of existing floor
- Remove existing sheeting on roof and walls
- Add sub-framing as required to receive new exterior and interior panel products
- Replace exterior sheeting with 4" Kingspan Insulated panels
- Install 6" SIP panels, roof and walls, on interior of building
- Install Duct liner on roof and walls on interior of the building
- 1 ea - 18' wide by 12' tall, bi-parting, insulated door
- 3ea - Hollow metal man doors
- Plumbing - gas piping
- HVAC - 150 TNS heating and cooling, ventilation fans, gas
- Electrical - 750 KVA, 900 amp, 480V 3 phase service, distribution transformers and panel boards at 6 places around the building, high bay lighting, emergency lighting, ingress/egress, exterior wall pack lighting, general purpose 120V outlets through out
- Fire Sprinkler system

Renovate Work Shop - 350' x 72' x 12' Metal Building

- Remove existing roof and wall sheeting
- Install PBR 26 ga roof sheets
- Install/replace/repair sub-framing as required
- Install OSB/SIP panels at exterior walls
- Install metal wall panels on interior side of SIP panels
- Insulate roof with vinyl backed fiberglass insulation
- Remove existing wood framing structure (Breeze Way) and replace with metal building framing
- 3ea demising walls in the building
- 10 ea Exterior man doors
- 6 ea 12' x 10' Overhead doors
- 2ea - Construct Loading docks with concrete approach ramps, hand railing, dock levelers

- HVAC - 75 TNS
- Plumbing - Restrooms, gas
- Electrical - Distribution transformers and panel boards, warehouse lighting, emergency lighting ingress/ egress, exterior wall pack lighting, convenient outlets, 220V outlets
- Fire Sprinkler system

Renovate Stage 2 - 3,750 SF

- Remove existing roof and wall sheeting
- Replace exterior sheeting with 4" Kingspan Insulated panels
- Install 6" SIP panels, roof and walls, on interior of building
- Install Duct liner on roof and walls on interior of the building
- 1 ea - 16' wide by 14' tall, bi-parting, insulated door
- 3ea - Hollow metal man doors
- HVAC - 20 TNS, ventilation fans
- Electrical - Distribution transformers and panel boards, warehouse lighting, emergency lighting ingress/ egress, exterior wall pack lighting, convenient outlets, 220V outlets

Misc. Buildings

- Studio Ops Building (Generic SF Price $160.00/SF)
- Renovate POB 1 - make repairs and minor modifications (Generic SF Price $25.00/SF)
- Stages 3&4 POB 2 & 3 - ???
- 2 ea Pre-manufactured Guard House
- Proposed buildings at north end of RR tracks ???

Estimated Cost - Please Refer to Breakdown Sheet Attached

Exclusions / Assumptions:

- Assumes existing building foundations and slabs are suitable for intended purposes
- Assumes existing metal building frames, joist, rafters are structurally sufficient for intended use
- Excludes Development and Impact fees
- Excludes Traffic Studies
- Excludes Flood Plain Studies
- Excludes Site Survey (To be provided by Owner)
- Excludes Mobilization / Demobilization charges
- Excludes City induced improvements along Compress Rd. i.e. sidewalks, bike paths, traffic signage etc.
- Excludes underground unforeseen conditions - buried slabs, footings, basements, unknown utilities
- Excludes removal/abatement of any hazardous materials that may be found on site
- Excludes removal of existing utilities
- Excludes existing concrete slabs on site
- Excludes retaining walls near Workshop
- Excludes any utility extensions - Water, sewer, electrical, gas
- Excludes camera, surveillance systems, security systems, telephone systems, fiber optics
- Excludes repair or alteration of existing footings
- Excludes filling vent pipes with concrete

Respectfully submitted

HIGHLAND ENTERPRISES, INC.

By _____

September 8, 2022
Highland Enterprises, Inc.
hei@highlandnm.com

828 Studios
Budgetary Estimate 1

Attachment "A"

Phase 1 8 Acres	Qty	unit	Budget	Phase 1	Phase 2
PLAN DEVELOPMENT REQUIREMENTS					
Archictectural Fees			$ 515,000.00	$ 515,000.00	
Contractor Design/Build Fee	1		$ 125,000.00	$ 125,000.00	
Topo Survey	1		$ 9,100.00	$ 9,100.00	
Geo Tech Report	1		$ 8,000.00	$ 8,000.00	
Storm Water Pollution Prevention Plan	1		$ 7,000.00	$ 7,000.00	
GENERAL REQUIREMENTS					
Bond			???	???	
Building Permit	1		$ 103,500.00	$ 103,500.00	
Development/ Impact Fees	1		???	???	
Insurance Builder's Risk	1		$ 20,000.00	$ 20,000.00	
Temporary Facilities	1		$ 2,100.00	$ 2,100.00	
Temporary Utilities	1		$ 19,041.00	$ 19,041.00	
DEMOLITION /SITE CLEAN UP					
Tree Removal	22	EA	$ 52,096.00	$ 52,096.00	
Removal of volcanic rock to Phase 2	2,490	CY	$ 166,000.00	$ 166,000.00	
Tire Removal	1	LS	$ 1,500.00	$ 1,500.00	
Misc Trash	1	LS	$ 18,226.00	$ 18,226.00	
RV Trailer	1	LS	$ 2,700.00	$ 2,700.00	
Stage 1 Clean Out	1	LS	$ 8,650.00	$ 8,650.00	
Stage 2 Clean Out	1	LS	$ 37,100.00	$ 37,100.00	
Work Shop Clean Out	1	LS	$ 30,000.00	$ 30,000.00	
Clean Gravel at RR Tracks	1	LS	$ 22,601.00	$ 22,601.00	
Demo above grade concrete Structures	1	LS	$ 44,830.00	$ 44,830.00	
Demo Bagging Equipment	1	LS	$ 6,700.00	$ 6,700.00	
SITE WORK					
Materials Testing	1		$ 7,000.00	$ 7,000.00	
Site Security Systems	1		???	???	
Utility Extension Water	1		???	???	
Utility Extension Sewer	1		???	???	
Utility Extension Gas	1		???	???	
Utility Extension Electric	1		???	???	
Utility Extension Fiber Optic	1		???	???	
Site Rough Grading	???	CY	???	???	???
Access Road ST1 & Work Shop	3,460	SY	$ 304,790.00	$ 304,790.00	
Remaining Access Roads	47,144	SY	$ 203,000.00		$ 203,000.00
Asphalt paved Parking Lot Parking Lot - Lot 4	3,280	SY	$ 159,100.00		$ 159,100.00
Asphalt paved Parking Lot - Lot 5	3,155	SY	$ 167,015.00	$ 167,015.00	
Asphalt paved Parking Lot - Work Shop	1,694	SY	$ 93,144.00	$ 93,144.00	
Asphalt paved Parking Lot - Lot 6	3,280	SY	$ 172,715.00	$ 172,715.00	
Asphalt paved Parking Lot - Stage 1 Lot	1,509	SY	$ 83,328.00	$ 83,328.00	$ -
Asphalt Paved Parking Lot -POB Lots 2&3	2,162	SY	$ 119,900.00		$ 119,900.00
Graveled Lot for Chillers, Satellites, Generators	4,646	SY	$ 33,250.00		$ 33,250.00
Cantina Slab	950	SF	$ 7,200.00		$ 7,200.00
Landscape	47,990	SF	$ 249,548.00	$ 62,387.00	$ 187,161.00
Area Adjacent to East Side to Stage 3&4	6,746	SF	???		???
Phase 1 Underground Storm Retention	2	EA	$ 575,000.00	$ 575,000.00	
Phase 2 Underground Storm Retention	2	EA	$ 575,000.00		$ 575,000.00

September 8, 2022
Highland Enterprises, Inc.
hei@highlandnm.com

828 Studios
Budgetary Estimate 1

Attachment "A"

SOUND STAGE 1 RENOVATION					
Floor - Demo and Replace	9,000	SF	$ 215,256.00	$ 215,256.00	
Remove existing wall sheets, Replace with King Span Panels Install SIPS Panels Interior Walls and Roof Install Duct Liner	32,000	SF	$ 2,303,249.54	$ 2,303,249.54	
18' wide Bi-parting door	1	EA			
Holow Metal Man Doors	3	EA			
Plumbing	15,600	SF	$ 20,000.00	$ 20,000.00	
HVAC 150 TNS	15,600	SF	$ 624,000.00	$ 624,000.00	
Electrical 750 KVA, 900 amp, 3Ph Service	15,600	SF	$ 615,100.00	$ 615,100.00	
Fire Sprinkler System w/ booster pump	15,600	SF	$ 546,000.00	$ 546,000.00	

WORK SHOP RENOVATION					
Work Shop Bldg 350' x 72' x 12	25,200	SF	$ 1,638,000.00	$ 1,638,000.00	
Loading Dock	2	EA	$ 208,000.00	$ 208,000.00	
STAGE 2 RENOVATION					
Stage 2 Bldg 50'x75'x14'	3,750	SF	$ 420,000.00	$ 420,000.00	

MISC. BUILDINGS					
Studio Ops Bldg	4,000	SF	$ 640,000.00		$ 640,000.00
POB 1 Building Renovate	3,670	SF	$ 91,750.00	$ 91,750.00	
Stages 3,4 POB 2,3	62,962	SF	???		???
Guard Shacks	2	EA	$ 65,000.00	$ 65,000.00	
Proposed Train Set Buildings	4,901	SF	???		???
			Total Budget So Far	Phase 1	Phase 2 So Far
			$ 11,335,489.54	$ 9,410,878.54	$ 1,924,611.00

8.1875% NMGR Tax $ 770,515.68

$ 10,181,394.22 Phase 1 w/ tax

828 Productions Financial History Description

828 Productions, LLC is a start up with no prior financial data. The business plan and projections submitted in this application are the financial information that is currently available.

Attachment "A"

100 S. Church St.
Las Cruces,
NM 88001

828 | PRODUCTIONS

LEDA Application

Job Creation Additional Information

The current LEDA Application for 828 Productions is pertaining only to the work being proposed for 828 Studios NM. Future expansions to 828 Productions will include the following areas:

- Film Financing
- Production Accounting
- Production Services
- Postproduction Services

Additional models are being developed for these business areas and will be included in any future LEDA funding applications.

Attachment "A"

828 Productions LLC				Number of Jobs Created				Payroll Calculations**		
Job Type/Dept and Title:		*Jobs Filled:	Estimated Pay Scale	At Start Up	Beginning of Year 2	Beginning of Year 3		Yr 1	Yr 2	Yr 3
Studio	Director, Studio Operations	L	$ 150,000.00	1				$ 150,000.00	$ -	$ -
Studio	Asst to Director of Studio Operations	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
Studio	Manger, Studio Operation	L	$ 70,000.00	1				$ 70,000.00	$ -	$ -
Studio	Manager, Accounting	L	$ 125,000.00	1				$ 125,000.00	$ -	$ -
Studio	Coordinator, Studio Facilities	L	$ 65,000.00	1				$ 65,000.00	$ -	$ -
Studio	Studio Electrician	L	$ 100,000.00	1				$ 100,000.00	$ -	$ -
Studio	Studio Electrician	L	$ 100,000.00	1				$ 100,000.00	$ -	$ -
Studio	Maintenance Worker	L	$ 65,000.00	1				$ 65,000.00	$ -	$ -
Studio	Maintenance Worker	L	$ 65,000.00	1				$ 65,000.00	$ -	$ -
Studio	Stage Department Manager	L	$ 100,000.00	1				$ 100,000.00	$ -	$ -
Studio	Stage Manager	L	$ 65,000.00	1				$ 65,000.00	$ -	$ -
Studio	Stage Hand	L	$ 50,000.00	1				$ 50,000.00	$ -	$ -
Studio	Stage Hand	L	$ 50,000.00		1			$ -	$ 50,000.00	$ -
Studio	Stage Hand	L	$ 50,000.00			1		$ -	$ -	$ 50,000.00
Studio	Catering Manager	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
Studio	UPM	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
Studio	Set Designer	L	$ 65,000.00	1				$ 65,000.00	$ -	$ -
Studio	Property Manager	L	$ 50,000.00	1				$ 50,000.00	$ -	$ -
Studio	Transporation and Logistics Manger	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
Studio	Transporatation Asst	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
Studio	Transporatation Asst	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
Studio	Grip	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
Studio	Grip	L	$ 60,000.00	0	1			$ -	$ 60,000.00	$ -
Studio	Lighting Foreman	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
Studio	Mill Supervisor	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
Studio	Mill Assistant	L	$ 30,000.00	1				$ 30,000.00	$ -	$ -
Studio	Painter	L	$ 30,000.00	1				$ 30,000.00	$ -	$ -
Studio	Construction Grip	L	$ 45,000.00	1				$ 45,000.00	$ -	$ -
Studio	IT Support	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
Studio	Security Superisor	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
Studio	Security Guard	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
Studio	Security Guard	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
Studio	Security Guard	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
Studio	Security Guard	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
Studio	Security Guard	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
Studio	Security Guard	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
Studio	Security Guard	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
Studio	Security Guard	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
Studio	Security Guard	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
Studio	Security Guard	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
Studio	Security Guard	L	$ 40,000.00			1		$ -	$ -	$ 40,000.00
Studio	Security Guard	L	$ 40,000.00			1		$ -	$ -	$ 40,000.00
Studio	Security Guard	L	$ 40,000.00			1		$ -	$ -	$ 40,000.00
Studio	Security Guard	L	$ 40,000.00			1		$ -	$ -	$ 40,000.00
Studio	Security Guard	L	$ 40,000.00			1		$ -	$ -	$ 40,000.00
828 Productions	CEO	L	$ 300,000.00	1				$ 300,000.00	$ -	$ -
828 Productions	Project Coordinator	L	$ 50,000.00	1				$ 50,000.00	$ -	$ -
828 Productions	Project Manager	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -

Attachment "A"

828 Productions LLC				Number of Jobs Created			Payroll Calculations**		
Job Type/Dept and Title:		*Jobs Filled:	Estimated Pay Scale	At Start Up	Beginning of Year 2	Beginning of Year 3	Yr 1	Yr 2	Yr 3
828 Productions	Project Manager	L	$ 75,000.00	1			$ 75,000.00	$ -	$ -
828 Productions	EVP, Sales and Distribution	L	$ 150,000.00	1			$ 150,000.00	$ -	$ -
828 Productions	Asst to EVP Sales and Distribution	L	$ 75,000.00	1			$ 75,000.00	$ -	$ -
828 Productions	EVP, Physical Production	L	$ 150,000.00	1			$ 150,000.00	$ -	$ -
828 Productions	Asst to EVP Physical Production	L	$ 75,000.00	1			$ 75,000.00	$ -	$ -
828 Productions	Director, Creative Services? DM	L	$ 125,000.00	1			$ 125,000.00	$ -	$ -
828 Productions	Office Manager	L	$ 75,000.00	1			$ 75,000.00	$ -	$ -
828 Productions	Office Assistant	L	$ 40,000.00	1			$ 40,000.00	$ -	$ -
828 Productions	Director of Human Resources	L	$ 75,000.00	1			$ 75,000.00	$ -	$ -
828 Productions	EVP of Production Accounting	L	$ 150,000.00	1			$ 150,000.00	$ -	$ -
828 Productions	VP of Production Accounting	L	$ 75,000.00	1			$ 75,000.00	$ -	$ -
828 Productions	Production Accountant	L	$ 60,000.00	1			$ 60,000.00	$ -	$ -
828 Productions	Production Accountant	L	$ 60,000.00	1			$ 60,000.00	$ -	$ -
828 Productions	Production Accountant	L	$ 60,000.00	1			$ 60,000.00	$ -	$ -
828 Productions	Production Accountant	L	$ 60,000.00		1		$ -	$ 60,000.00	$ -
828 Productions	Production Accountant	L	$ 60,000.00		1		$ -	$ 60,000.00	$ -
828 Productions	Production Accountant	L	$ 60,000.00			1	$ -	$ -	$ 60,000.00
828 Productions	Production Accouting Asst.	L	$ 40,000.00	1			$ 40,000.00	$ -	$ -
828 Productions	Production Accouting Asst.	L	$ 40,000.00	1			$ 40,000.00	$ -	$ -
828 Productions	Production Accouting Asst.	L	$ 40,000.00	1			$ 40,000.00	$ -	$ -
828 Productions	Production Accouting Asst.	L	$ 40,000.00		1		$ -	$ 40,000.00	$ -
828 Productions	Production Accouting Asst.	L	$ 40,000.00		1		$ -	$ 40,000.00	$ -
828 Productions	Production Accouting Asst.	L	$ 40,000.00			1	$ -	$ -	$ 40,000.00
828 Productions	Legal Counsel	L	$ 300,000.00		1		$ -	$ 300,000.00	$ -
828 Productions	Paralegal	L	$ 100,000.00		1		$ -	$ 100,000.00	$ -
828 VFX Facility	VFX Producer	L	$ 200,000.00		1		$ -	$ 200,000.00	$ -
828 VFX Facility	VFX Supervisor	L	$ 150,000.00		1		$ -	$ 150,000.00	$ -
828 VFX Facility	VFX Controller	L	$ 150,000.00			1	$ -	$ -	$ 150,000.00
828 VFX Facility	Technical Director	L	$ 150,000.00		1		$ -	$ 150,000.00	$ -
828 VFX Facility	Lead Animator	L	$ 100,000.00		1		$ -	$ 100,000.00	$ -
828 VFX Facility	Animator	L	$ 100,000.00		1		$ -	$ 100,000.00	$ -
828 VFX Facility	Lighting and Renderting Lead	L	$ 90,000.00		1		$ -	$ 90,000.00	$ -
828 VFX Facility	VFX Assisstant	L	$ 40,000.00		1		$ -	$ 40,000.00	$ -
828 VFX Facility	VFX Assisstant	L	$ 40,000.00		1		$ -	$ 40,000.00	$ -
828 VFX Facility	Art Dept Assisstant	L	$ 40,000.00	1	0		$ 40,000.00	$ -	$ -
828 VFX Facility	Office Manager	L	$ 60,000.00	1			$ 60,000.00	$ -	$ -
828 Post Production	VP Post Production	L	$ 150,000.00	1			$ 150,000.00	$ -	$ -
828 Post Production	Post Production Supervisor	L	$ 100,000.00	1			$ 100,000.00	$ -	$ -
828 Post Production	Post Production Supervisor	L	$ 100,000.00		1		$ -	$ 100,000.00	$ -
828 Post Production	Editor	L	$ 90,000.00	1			$ 90,000.00	$ -	$ -
828 Post Production	Editor	L	$ 90,000.00		1		$ -	$ 90,000.00	$ -
828 Post Production	Asst. Editor	L	$ 75,000.00		1		$ -	$ 75,000.00	$ -
828 Post Production	Asst. Editor	L	$ 75,000.00			1	$ -	$ -	$ 75,000.00
828 Post Production	Colorist	L	$ 75,000.00	1			$ 75,000.00	$ -	$ -
828 Post Production	Colorist	L	$ 75,000.00		1		$ -	$ 75,000.00	$ -
828 Post Production	Sound Designer	L	$ 75,000.00	1			$ 75,000.00	$ -	$ -
828 Post Production	Sound Designer	L	$ 75,000.00		1		$ -	$ 75,000.00	$ -
828 Post Production	Music Supervisor	L	$ 75,000.00	1			$ 75,000.00	$ -	$ -

Attachment "A"

828 Productions LLC				Number of Jobs Created			Payroll Calculations**		
Job Type/Dept and Title:		*Jobs Filled:	Estimated Pay Scale	At Start Up	Beginning of Year 2	Beginning of Year 3	Yr 1	Yr 2	Yr 3
828 Post Production	Tech Support	L	$ 60,000.00	1			$ 60,000.00	$ -	$ -
828 Post Production	Tech Support	L	$ 60,000.00		1		$ -	$ 60,000.00	$ -
828 Post Production	Facilities Manager	L	$ 60,000.00	1			$ 60,000.00	$ -	$ -
828 Post Production	Office Manager	L	$ 60,000.00	1			$ 60,000.00	$ -	$ -
							$ 4,635,000.00	$ 2,295,000.00	$ 575,000.00
							Total Yr 1	Total added yr 2	Total added yr 3

Total Number of Jobs Created	62	28	10	=	100

Total Estimated Payroll At year 3	$	7,505,000.00
Average Payscale	$	75,050.00

* All hiring will be done locally, but may move to outside NM recruitment and new hires asked to move to Las Cruces if needed.

** *Projections are based on 3 years per the requirments of the online application, but will be accomplished over a 5-7 year span as directed by NMEDD.*

*NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT AUTHORIZATION FOR EXAMINATION AND RELEASE OF INFORMATION

Todd Lundbohm hereby grants permission to the New Mexico Economic Development Department to conduct a review, full disclosure, and release of any and all information authorized pursuant to federal and state law. The purpose for obtaining and examining the information is to construct a record of the company's personal and professional history, including credit history, to ensure it meet the requirements that the New Mexico Economic Development Department has established for potential recipients of State funds. The company understands an investigation will be conducted by the New Mexico Economic Development Department, the New Mexico Department of Public Safety, or their contractors, and the results of the investigation will only be supplied to the New Mexico Economic Development Department.

Todd Lundbohm, hereby grants the New Mexico Economic Development Department permission to obtain any information in its background pertaining to any credit (to include obtaining a copy of a commercial credit report), education, bankruptcy, investigation, arrest and/or conviction of it or its principals in any criminal or civil matter. The company also authorizes an employee of the New Mexico Economic Development Department, as its authorized representative, to obtain from the New Mexico Taxation and Revenue Department and/or the Department of Workforce Solutions any tax information that is in any way related to a company Todd Lundbohm owns or has invested in. Todd Lundbohm, hereby directs you to release such information upon the request of this bearer. Todd Lundbohm, hereby releases you as a custodian of such records for any criminal justice, law enforcement or court agency, including its officers and employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, that may at any time result to the New Mexico Economic Development Department or the State of New Mexico because of compliance with this authorization and request to release information; or any attempt to comply with it.

1. The information reviewed, disclosed, and/or released may be used by the New Mexico Economic Development Department for any lawful purpose and/or to determine the company's suitability to receive funds from the State of New Mexico.
2. Todd Lundbohm hereby releases the providers and users of the information collected pursuant to this authorization from any liability under state or federal privacy laws and further release the New Mexico Economic Development Department, its contractors, agents, and/or employees from any liability which may be incurred as a result of the collection and use of information.

3. Todd Lundbohm, understands that it may revoke this authorization in writing at any time.

FULL NAME: Todd Lundbohm
SIGNATURE:

TITLE: CEO
COMPANY: 828 Productions llc

The above named certifies that they are authorized to commit to this release on behalf of the company identified.

Please provide below information if company is a sole proprietorship:

SSN: _____
DOB: _____

DATE: 9/29/2022

This Document is only valid if notarized

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

Scribed and sworn to me on this 29th day of September 2022 of San Diego County, ~~New Mexico~~ California

Signed

My Commission expires: 6-15-2023

Notary Public

M.W. BOYD
COMM. # 2293232
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires June 15, 2023

Attachment "A"

100 S. Church St.
Las Cruces,
NM 88001

828 | PRODUCTIONS

LEDA Application

NM Quarterly Wage Report

The current LEDA Application does not include a quarterly wage report due to 828 Productions being a start up company. Wage details will be provided with any future LEDA applications as the organization adds jobs.

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EDD ECONOMIC DEVELOPMENT DEPARTMENT

Michelle Lujan Grisham • Governor
Alicia J. Keyes • Cabinet Secretary

Exhibit C – LEDA Application

Affirmation of officer of Company

Declaration of 828 Productions LLC **Officer**

I, Todd Lundbohm, declare as follows:

I am CEO for 828 Productions LLC and I have been employed in this capacity since 6/15/2020. Except where otherwise noted, I have personal knowledge of the facts set forth in this declaration.

Date: 9/24/2022

I declare under penalty of perjury that the foregoing is true and correct.

DocuSigned by:
Todd Lundbohm
09EB88C4B4E340D...

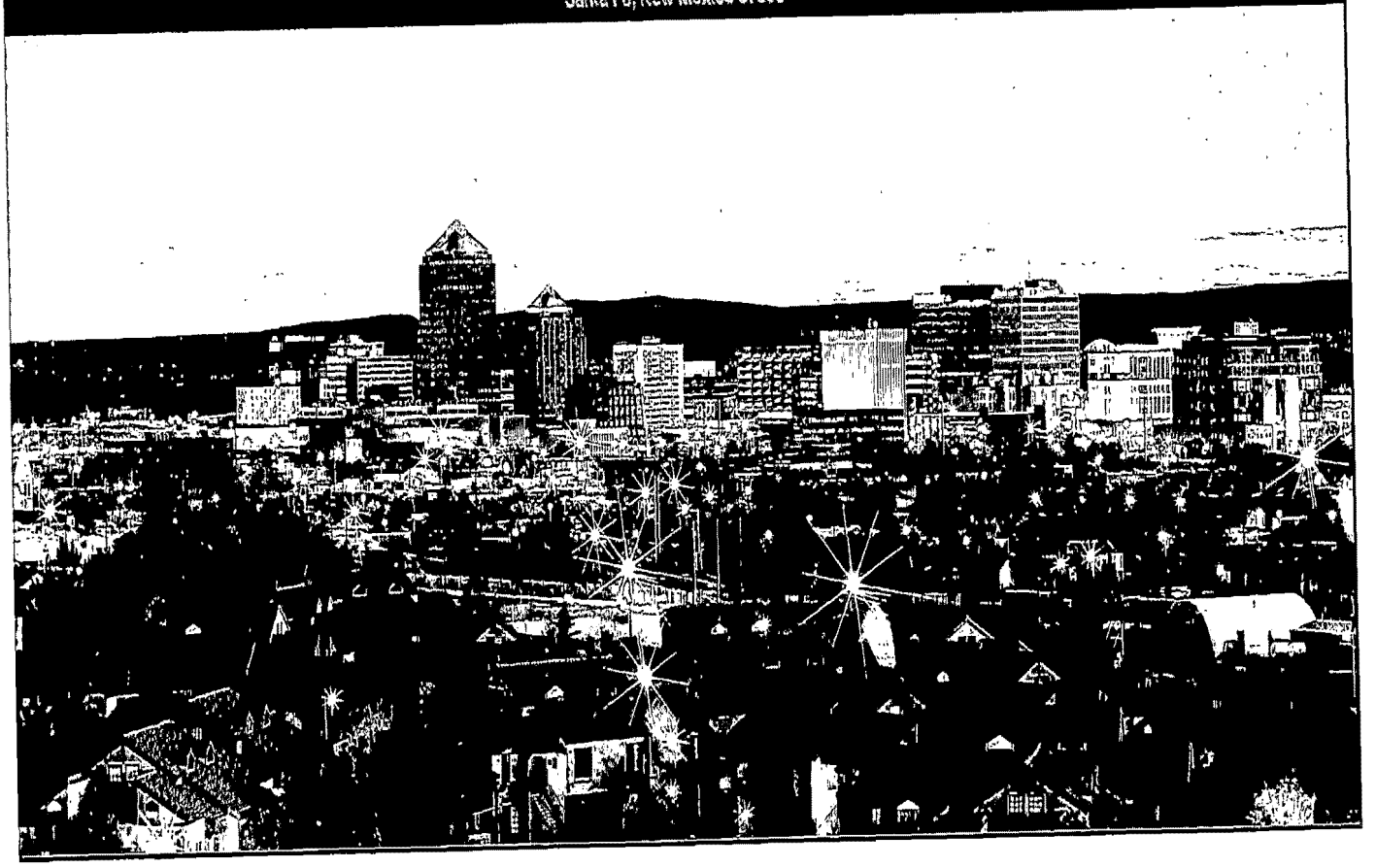
Name Todd Lundbohm
Job Title CEO
Name of Company 828 Productions LLC

EDD Economic Development Department

3/30/2022

FISCAL IMPACT ANALYSIS AND ECONOMIC IMPACT OF THE EXPANSION OF 828 PRODUCTIONS

Prepared by:
New Mexico Economic Development Department
Joseph Montoya Building
1100 S. St. Francis Drive
Santa Fe, New Mexico 87505



Purpose and Limitations:

Introduction:

This report and analysis presents the results of an economic impact analysis performed using a model developed by the New Mexico Economic Development Department. The report estimates the impact that a potential project may have on the state and local economies and estimates the costs and benefits for the state and local economies over a 10-year period. The report and analysis uses RIMS II Multipliers produced by the U.S. Bureau of Economic Analysis (BEA).

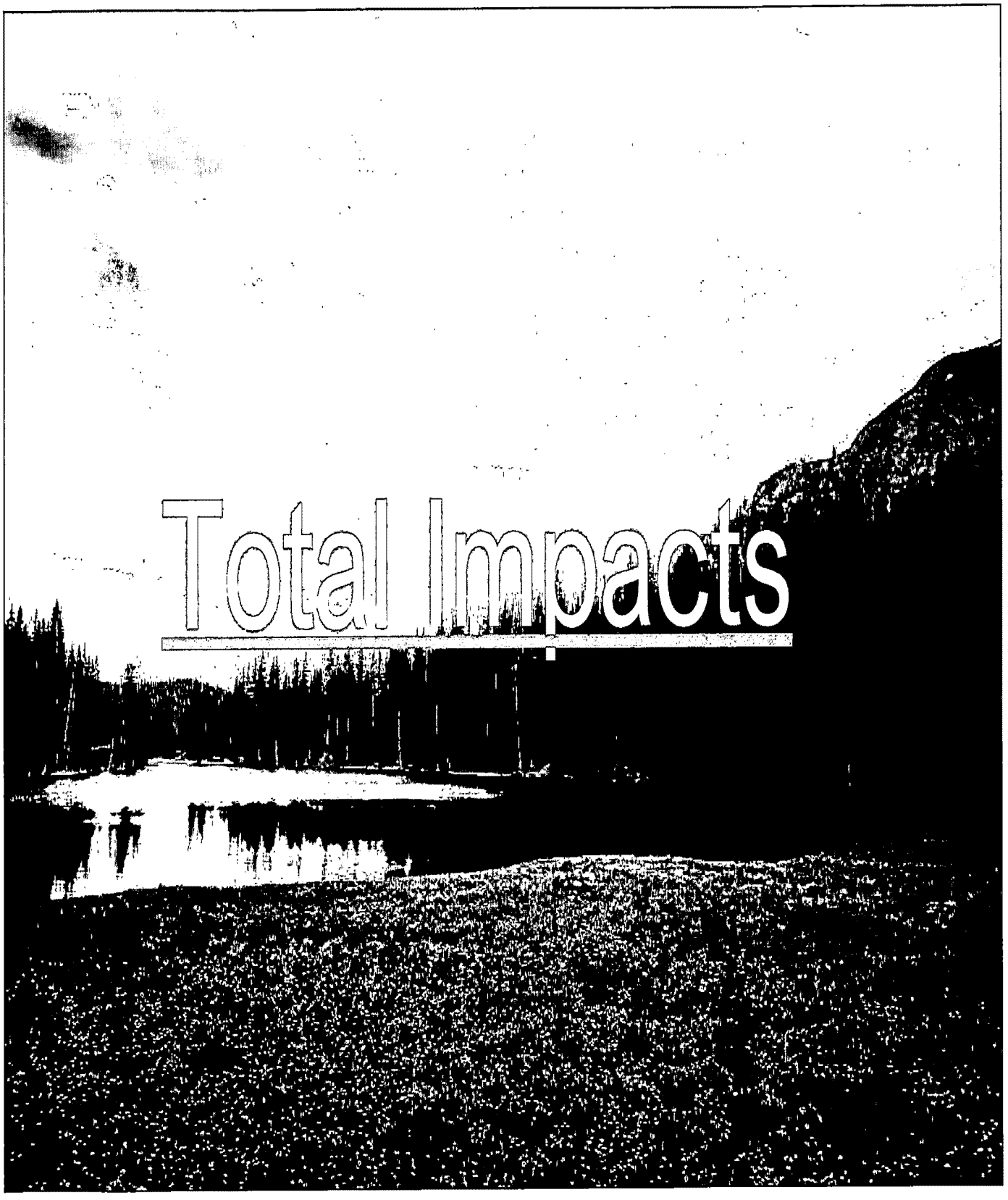
Most projects produce a growth in population and/or a growth in the workforce in a City, County and the State of New Mexico. All growth comes at a cost, the additional economic activity and population growth stimulated by the project will generate additional costs in terms of providing basic infrastructure (roads and utilities) and public services (including public safety and schools). For example, if the applicant hires employees from outside the State, County and City, those workers who end up relocating their residence to within one or all of those areas, the population for which the government must provide services also increases. The costs associated with the expansion are broken down into two categories: 1) New residents to the State, County and City. 2) New Mexican residents hired to work for the company. The analysis assumes that all workers will live in the area of the expansion.

Description of the Company:

0

Description of the Project:

828 Productions is looking to develop multiple stages and postproduction facilities in the Las Cruces area. This will be a combination of productions and permanent full-time positions dedicated to post and pre- production.


Total Impacts

Fiscal Impact of Existing and Expanded Operations Over the Next Ten Years

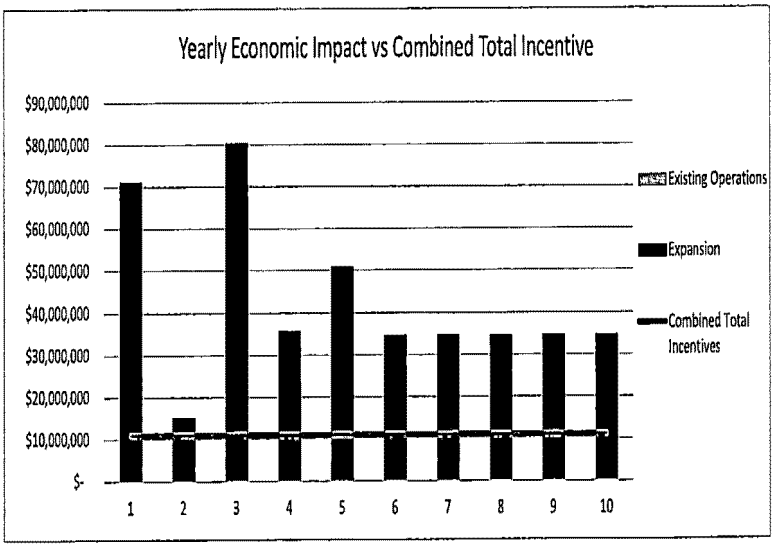
	Cumulative Net Benefits			
	Existing Operations	Expansion	Existing & Expanded Operations	Present Value of Net Benefits*
State of New Mexico	$ -	$ 18,050,424	$ 18,050,424	$ 15,061,099
County	$ -	$ 7,642,060	$ 7,642,060	$ 6,243,473
City	$ -	$ 10,567,772	$ 10,567,772	$ 8,899,565
School District	$ -	$ 4,202,609	$ 4,202,609	$ 3,306,051
Special Taxing District	$ -	$ 830,883	$ 830,883	$ 653,628
Total	**$ -**	**$ 41,293,749**	**$ 41,293,749**	**$ 34,163,816**

* The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5% to make the dollars comparable.

** In the cumulative net benefits of the existing and expanded operations for the State of New Mexico, corporate income tax has been removed from the existing operations total to avoid double counting.

Total Economic Impact

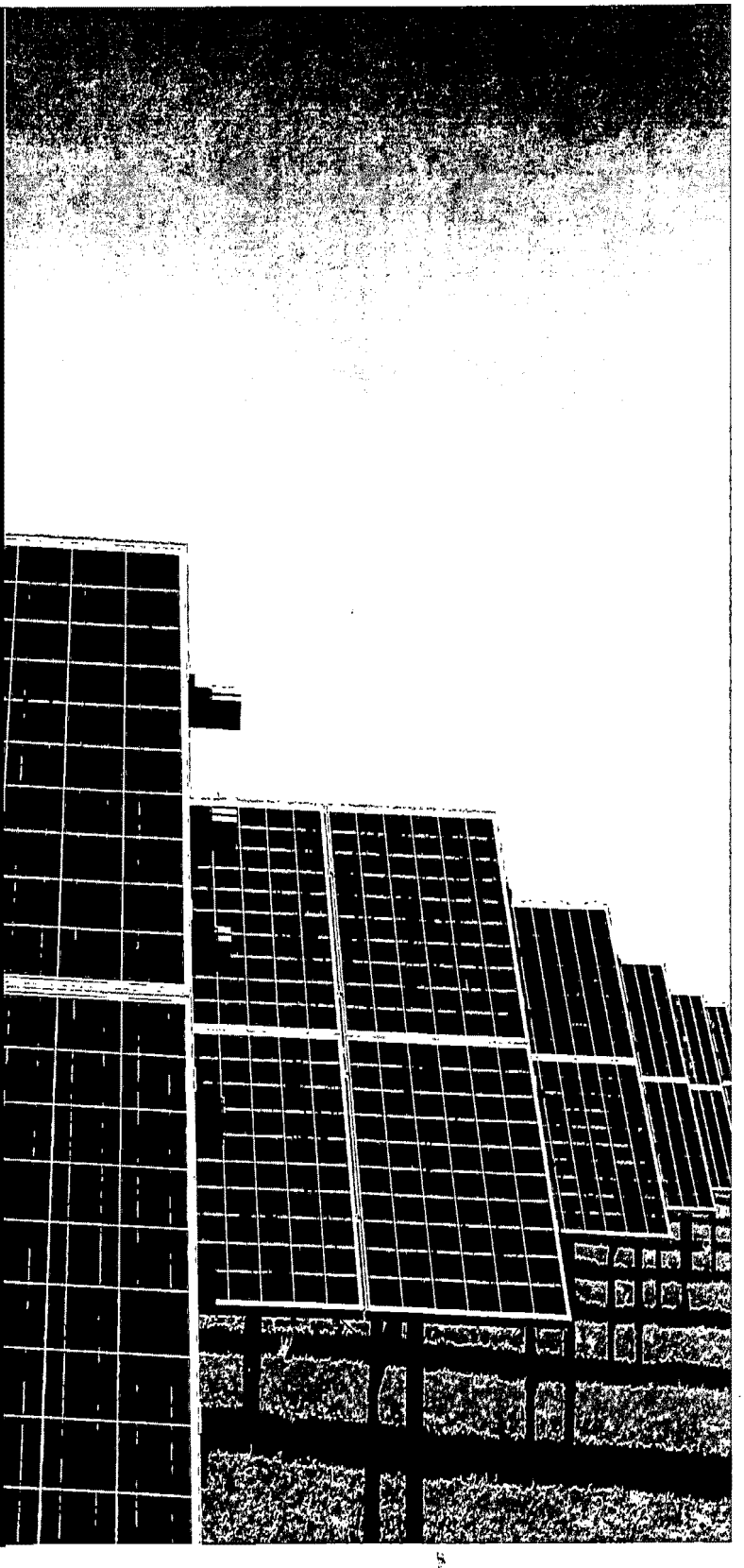
	Total
Estimated Economic Impact Over 10 Years:	$ 424,743,368
Combined Total Incentive Over 10 Years:	$ 10,994,818
Economic Impact Rate of Return:	3,763%

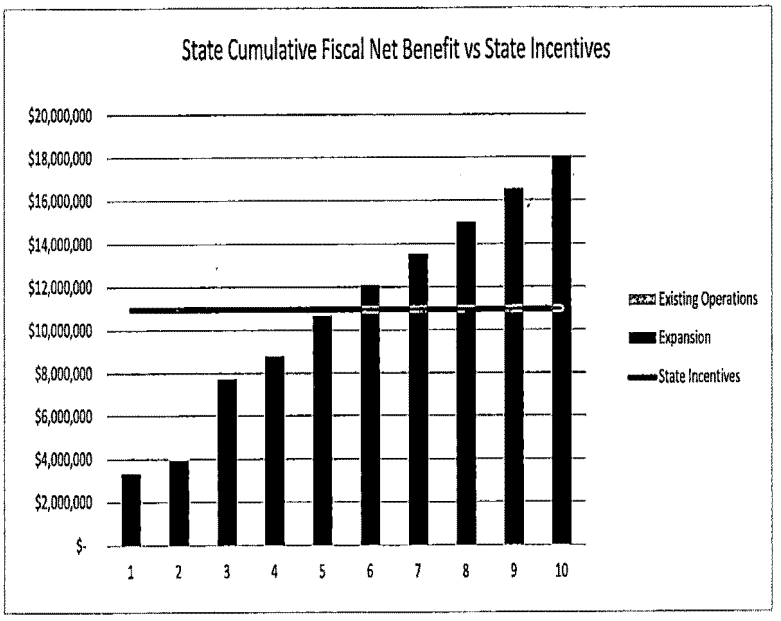


Workers and New Residents over 10 years

	Direct	Indirect and Induced
Number of Jobs Created:	335	177
Estimated Number of Construction Workers:	1002	
Estimated Number of New Residents to the State:	0	
Estimated Number of New Residents to the County:	0	
Estimated Number of New Residents to the City:	0	

State Impacts





Incentives

Total State Incentive:	$	10,994,818
State Incentive Per Job:	$	32,820

Combined Payback and Return

State Payback Period Combined:	5.24 Years
State Rate of Return Combined:	37%

Expansion Only Payback and Return

State Payback Period Expansion:	5.24 Years
State Rate of Return Expansion:	37%

State Net Benefits Of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ -	$ -	$ -	$ -
2	$ -	$ -	$ -	$ -
3	$ -	$ -	$ -	$ -
4	$ -	$ -	$ -	$ -
5	$ -	$ -	$ -	$ -
6	$ -	$ -	$ -	$ -
7	$ -	$ -	$ -	$ -
8	$ -	$ -	$ -	$ -
9	$ -	$ -	$ -	$ -
10	$ -	$ -	$ -	$ -

State Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 3,348,162	$ -	$ 3,348,162	$ 3,348,162
2	$ 608,048	$ -	$ 608,048	$ 3,956,211
3	$ 3,791,510	$ -	$ 3,791,510	$ 7,747,721
4	$ 1,041,353	$ -	$ 1,041,353	$ 8,789,073
5	$ 1,861,537	$ -	$ 1,861,537	$ 10,650,611
6	$ 1,436,182	$ -	$ 1,436,182	$ 12,086,792
7	$ 1,457,746	$ -	$ 1,457,746	$ 13,544,538
8	$ 1,479,634	$ -	$ 1,479,634	$ 15,024,172
9	$ 1,501,851	$ -	$ 1,501,851	$ 16,526,023
10	$ 1,524,401	$ -	$ 1,524,401	$ 18,050,424

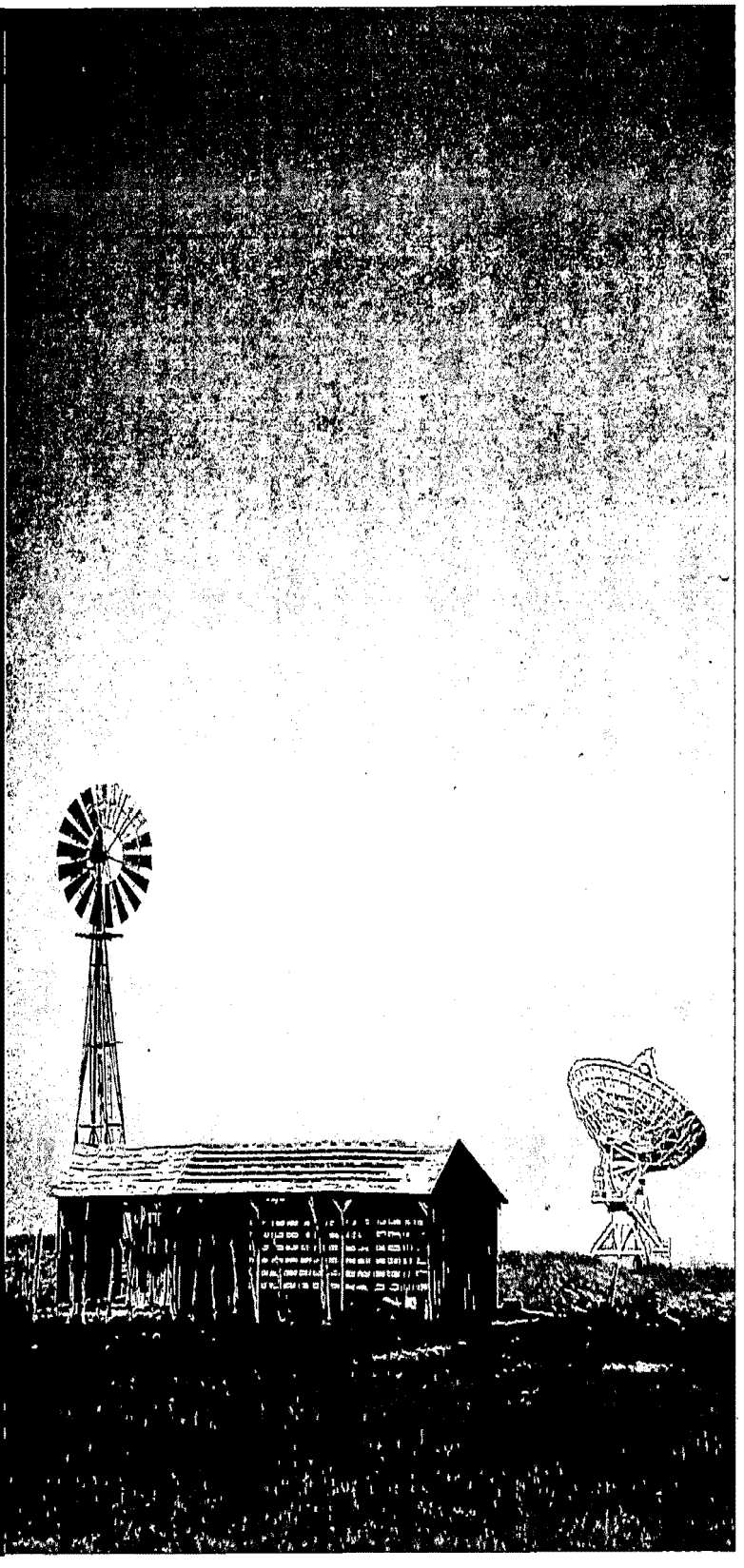
State Combined Net Benefits

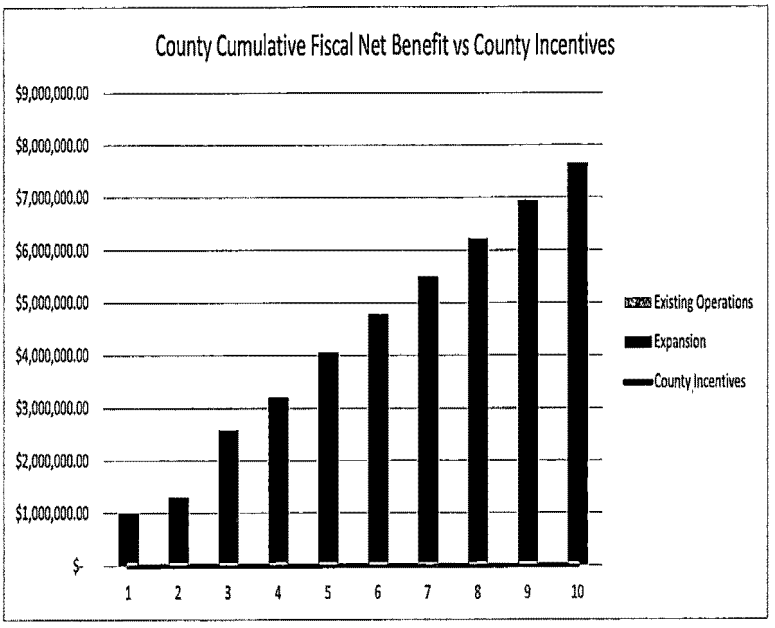
Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 3,348,162	$ -	$ 3,348,162	$ 3,348,162
2	$ 608,048	$ -	$ 608,048	$ 3,956,211
3	$ 3,791,510	$ -	$ 3,791,510	$ 7,747,721
4	$ 1,041,353	$ -	$ 1,041,353	$ 8,789,073
5	$ 1,861,537	$ -	$ 1,861,537	$ 10,650,611
6	$ 1,436,182	$ -	$ 1,436,182	$ 12,086,792
7	$ 1,457,746	$ -	$ 1,457,746	$ 13,544,538
8	$ 1,479,634	$ -	$ 1,479,634	$ 15,024,172
9	$ 1,501,851	$ -	$ 1,501,851	$ 16,526,023
10	$ 1,524,401	$ -	$ 1,524,401	$ 18,050,424

State Breakdown of Combined Benefits, Costs, and Net Benefits Over the Next 10 Years

Taxes and Revenue		
	Gross Receipt Taxes	$ 8,355,193
	Personal Income Taxes	$ 9,695,231
	Corporate Income Taxes	$ -
	Misc. Taxes and Revenue	$ -
	Subtotal of Benefits	**$ 18,050,424**
Costs		
	Costs	$ -
	Subtotal of Costs	**$ -**
Net Benefits		
	Net Benefits	**$ 18,050,424**
	Present Value	**$ 15,061,099**

County Impacts





Incentives

Total County Incentive:	$	-
County Incentive Per Job:	$	-

Combined Payback and Return

County Payback Period Combined:	- Years
County Rate of Return Combined:	N/A

Expansion Only Payback and Return

County Payback Period Expansion:	- Years
County Rate of Return Expansion:	N/A

County Net Benefits Of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ -	$ -	$ -	$ -
2	$ -	$ -	$ -	$ -
3	$ -	$ -	$ -	$ -
4	$ -	$ -	$ -	$ -
5	$ -	$ -	$ -	$ -
6	$ -	$ -	$ -	$ -
7	$ -	$ -	$ -	$ -
8	$ -	$ -	$ -	$ -
9	$ -	$ -	$ -	$ -
10	$ -	$ -	$ -	$ -

County Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 1,000,293	$ -	$ 1,000,293	$ 1,000,293
2	$ 300,654	$ -	$ 300,654	$ 1,300,946
3	$ 1,280,261	$ -	$ 1,280,261	$ 2,581,207
4	$ 619,670	$ -	$ 619,670	$ 3,200,877
5	$ 860,723	$ -	$ 860,723	$ 4,061,600
6	$ 725,341	$ -	$ 725,341	$ 4,786,941
7	$ 720,495	$ -	$ 720,495	$ 5,507,436
8	$ 715,868	$ -	$ 715,868	$ 6,223,304
9	$ 711,465	$ -	$ 711,465	$ 6,934,769
10	$ 707,291	$ -	$ 707,291	$ 7,642,060

County Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 1,000,293	$ -	$ 1,000,293	$ 1,000,293
2	$ 300,654	$ -	$ 300,654	$ 1,300,946
3	$ 1,280,261	$ -	$ 1,280,261	$ 2,581,207
4	$ 619,670	$ -	$ 619,670	$ 3,200,877
5	$ 860,723	$ -	$ 860,723	$ 4,061,600
6	$ 725,341	$ -	$ 725,341	$ 4,786,941
7	$ 720,495	$ -	$ 720,495	$ 5,507,436
8	$ 715,868	$ -	$ 715,868	$ 6,223,304
9	$ 711,465	$ -	$ 711,465	$ 6,934,769
10	$ 707,291	$ -	$ 707,291	$ 7,642,060

County Breakdown of Combined Benefits, Costs, and Net Benefits Over the Next 10 Years

Taxes and Revenue

Gross Receipt Taxes	$ 2,677,947
Misc. Taxes and Revenue	$ -
Property Taxes	$ 4,964,113
Subtotal of Benefits	**$ 7,642,060**

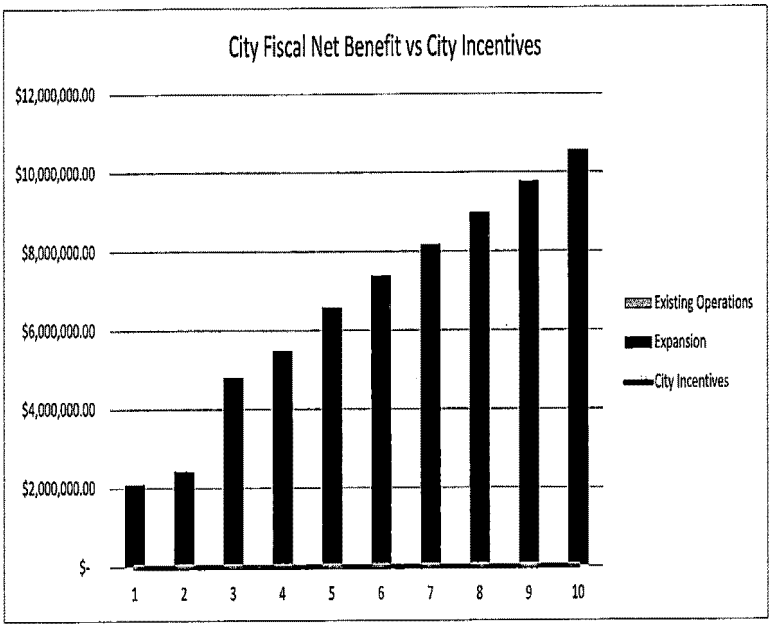
Costs

Costs	$ -
Subtotal of Costs	**$ -**

Net Benefits

Net Benefits	**$ 7,642,060**
Present Value	**$ 6,243,473**

City Impacts



Incentives

Total City Incentive:	$ -
City Incentive Per Job:	$ -

Combined Payback and Return

City Payback Period Combined:	-	Years
City Rate of Return Combined:	N/A	

Expansion Only Payback and Return

City Payback Period Expansion:	-	Years
City Rate of Return Expansion:	N/A	

City Net Benefits Of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ -	$ -	$ -	$ -
2	$ -	$ -	$ -	$ -
3	$ -	$ -	$ -	$ -
4	$ -	$ -	$ -	$ -
5	$ -	$ -	$ -	$ -
6	$ -	$ -	$ -	$ -
7	$ -	$ -	$ -	$ -
8	$ -	$ -	$ -	$ -
9	$ -	$ -	$ -	$ -
10	$ -	$ -	$ -	$ -

City Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 2,101,596	$ -	$ 2,101,596	$ 2,101,596
2	$ 332,213	$ -	$ 332,213	$ 2,433,809
3	$ 2,389,140	$ -	$ 2,389,140	$ 4,822,949
4	$ 647,923	$ -	$ 647,923	$ 5,470,872
5	$ 1,124,271	$ -	$ 1,124,271	$ 6,595,143
6	$ 794,255	$ -	$ 794,255	$ 7,389,398
7	$ 794,166	$ -	$ 794,166	$ 8,183,565
8	$ 794,300	$ -	$ 794,300	$ 8,977,864
9	$ 794,659	$ -	$ 794,659	$ 9,772,523
10	$ 795,249	$ -	$ 795,249	$ 10,567,772

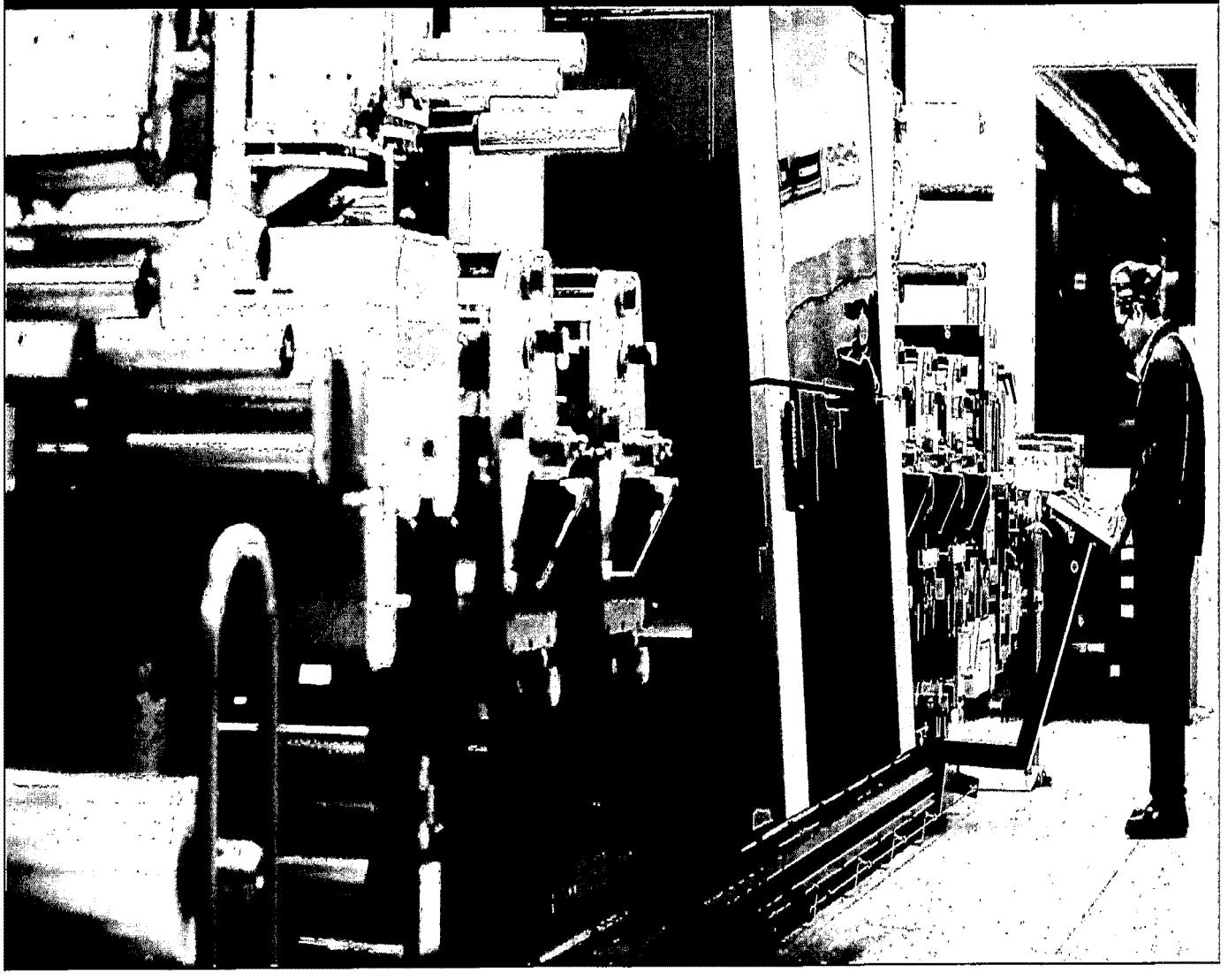
City Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 2,101,596	$ -	$ 2,101,596	$ 2,101,596
2	$ 332,213	$ -	$ 332,213	$ 2,433,809
3	$ 2,389,140	$ -	$ 2,389,140	$ 4,822,949
4	$ 647,923	$ -	$ 647,923	$ 5,470,872
5	$ 1,124,271	$ -	$ 1,124,271	$ 6,595,143
6	$ 794,255	$ -	$ 794,255	$ 7,389,398
7	$ 794,166	$ -	$ 794,166	$ 8,183,565
8	$ 794,300	$ -	$ 794,300	$ 8,977,864
9	$ 794,659	$ -	$ 794,659	$ 9,772,523
10	$ 795,249	$ -	$ 795,249	$ 10,567,772

City Breakdown of Combined Benefits, Costs, and Net Benefits Over the Next 10 Years

Taxes and Revenue		
	Gross Receipt Taxes	$ 6,775,205
	Misc. Taxes and Revenue	$ -
	Property Taxes	$ 3,792,568
	Subtotal of Benefits	**$ 10,567,772**
Costs		
	Costs	$ -
	Subtotal of Costs	**$ -**
Net Benefits		
	Net Benefits	**$ 10,567,772**
	Present Value	**$ 8,899,565**

Special Taxing District and Public Schools



Special Taxing District

Special Taxing District Net Benefits of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ -	$ -	$ -	$ -
2	$ -	$ -	$ -	$ -
3	$ -	$ -	$ -	$ -
4	$ -	$ -	$ -	$ -
5	$ -	$ -	$ -	$ -
6	$ -	$ -	$ -	$ -
7	$ -	$ -	$ -	$ -
8	$ -	$ -	$ -	$ -
9	$ -	$ -	$ -	$ -
10	$ -	$ -	$ -	$ -

Special District Net Benefits of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 40,673	$ -	$ 40,673	$ 40,673
2	$ 40,607	$ -	$ 40,607	$ 81,280
3	$ 80,554	$ -	$ 80,554	$ 161,834
4	$ 87,181	$ -	$ 87,181	$ 249,014
5	$ 99,835	$ -	$ 99,835	$ 348,849
6	$ 98,650	$ -	$ 98,650	$ 447,500
7	$ 97,497	$ -	$ 97,497	$ 544,996
8	$ 96,375	$ -	$ 96,375	$ 641,371
9	$ 95,285	$ -	$ 95,285	$ 736,656
10	$ 94,228	$ -	$ 94,228	$ 830,883

Special District Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 40,673	$ -	$ 40,673	$ 40,673
2	$ 40,607	$ -	$ 40,607	$ 81,280
3	$ 80,554	$ -	$ 80,554	$ 161,834
4	$ 87,181	$ -	$ 87,181	$ 249,014
5	$ 99,835	$ -	$ 99,835	$ 348,849
6	$ 98,650	$ -	$ 98,650	$ 447,500
7	$ 97,497	$ -	$ 97,497	$ 544,996
8	$ 96,375	$ -	$ 96,375	$ 641,371
9	$ 95,285	$ -	$ 95,285	$ 736,656
10	$ 94,228	$ -	$ 94,228	$ 830,883

Public Schools

Public Schools Net Benefits of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ -	$ -	$ -	$ -
2	$ -	$ -	$ -	$ -
3	$ -	$ -	$ -	$ -
4	$ -	$ -	$ -	$ -
5	$ -	$ -	$ -	$ -
6	$ -	$ -	$ -	$ -
7	$ -	$ -	$ -	$ -
8	$ -	$ -	$ -	$ -
9	$ -	$ -	$ -	$ -
10	$ -	$ -	$ -	$ -

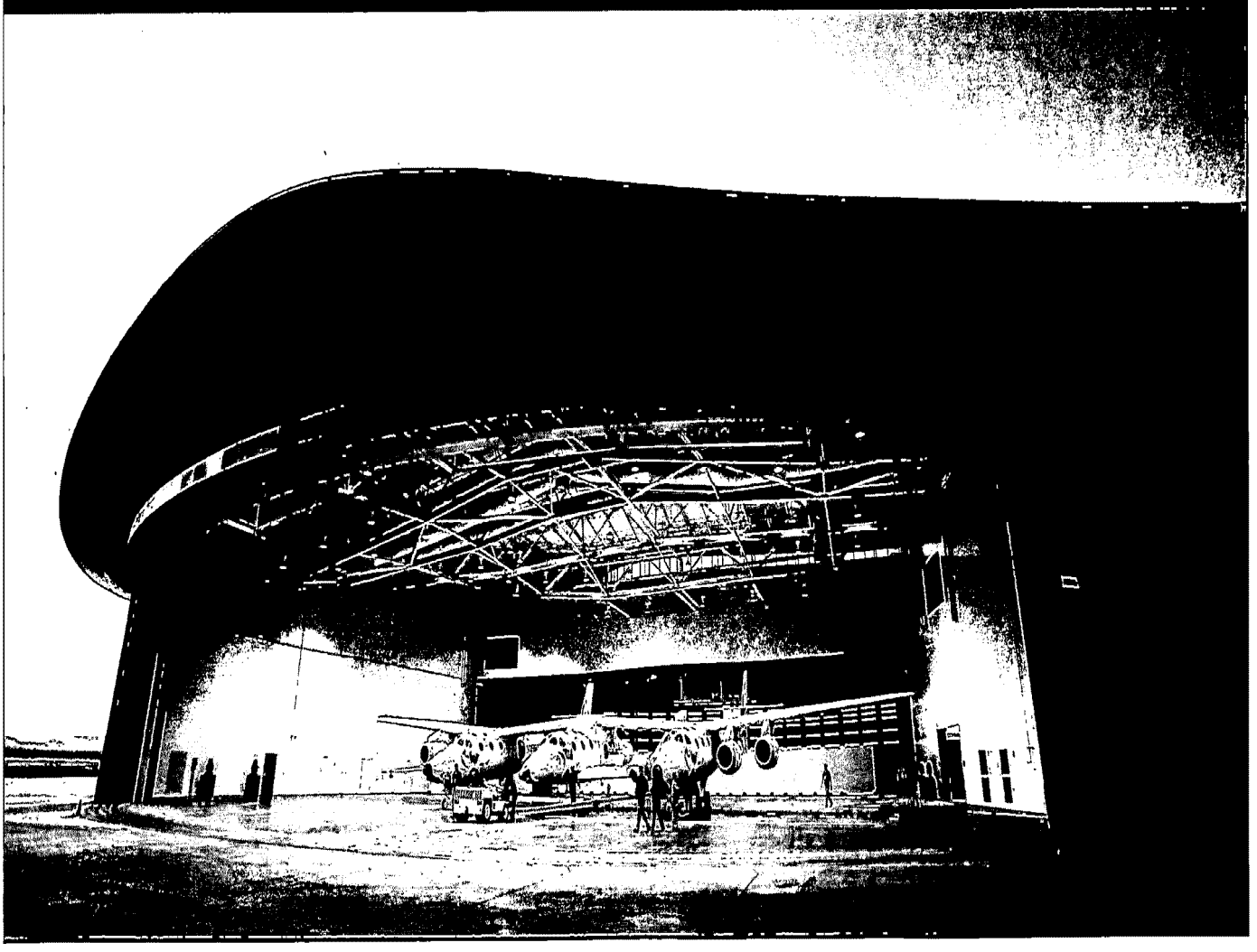
Public Schools Net Benefits of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 205,726	$ -	$ 205,726	$ 205,726
2	$ 205,389	$ -	$ 205,389	$ 411,115
3	$ 407,440	$ -	$ 407,440	$ 818,555
4	$ 440,960	$ -	$ 440,960	$ 1,259,515
5	$ 504,965	$ -	$ 504,965	$ 1,764,480
6	$ 498,973	$ -	$ 498,973	$ 2,263,453
7	$ 493,138	$ -	$ 493,138	$ 2,756,592
8	$ 487,463	$ -	$ 487,463	$ 3,244,054
9	$ 481,950	$ -	$ 481,950	$ 3,726,004
10	$ 476,604	$ -	$ 476,604	$ 4,202,609

Public Schools Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 205,726	$ -	$ 205,726	$ 205,726
2	$ 205,389	$ -	$ 205,389	$ 411,115
3	$ 407,440	$ -	$ 407,440	$ 818,555
4	$ 440,960	$ -	$ 440,960	$ 1,259,515
5	$ 504,965	$ -	$ 504,965	$ 1,764,480
6	$ 498,973	$ -	$ 498,973	$ 2,263,453
7	$ 493,138	$ -	$ 493,138	$ 2,756,592
8	$ 487,463	$ -	$ 487,463	$ 3,244,054
9	$ 481,950	$ -	$ 481,950	$ 3,726,004
10	$ 476,604	$ -	$ 476,604	$ 4,202,609

Property Tax Exemptions and Industrial Revenue Bonds



Property Tax Exemptions and Industrial Revenue Bonds

The City and/or the County is considering abating taxes on the Project's property. Below is a table that identifies the types of property that are under consideration for property tax abatement:

Land:	No
Building and Property Improvements:	No
Furniture, Fixtures and Equipment:	No

Property Tax Percentage Exemptions On Land and Building

County	City	Schools	Special Taxing District
0%	0%	0%	0%

Property Tax Percentage Exemptions On Furniture, Fixtures and Equipment

County	City	Schools	Special Taxing District
0%	0%	0%	0%

Value of Exemption Through 10 Years:	$ -	$ -	$ -	$ -
*Value of Payment in Lieu of Taxes Through 10 Years:	$ -	$ -	$ -	$ -

*The model assumes that the payment in lieu of taxes will be administered to the either the county or city, and the local government will disperse the amounts to the appropriate districts.

Percentage of Gross Receipt Taxes Foregone on Newly Purchased Furniture, Fixtures and Equipment Over 10 Years

Year	State	County	City
1	0%	0%	0%
2	0%	0%	0%
3	0%	0%	0%
4	0%	0%	0%
5	0%	0%	0%
6	0%	0%	0%
7	0%	0%	0%
8	0%	0%	0%
9	0%	0%	0%
10	0%	0%	0%
Value of Exemption Through 10 Years:	$ -	$ -	$ -

Attachment "A"

Las Cruces Sun News.
PART OF THE USA TODAY NETWORK

Affidavit of Publication

Ad # 0005614789

This is not an invoice

CITY OF LAS CRUCES
PO BOX 20000
ATTN: CITY CLERK'S OFFICE
LAS CRUCES, NM 88004-9002

I, a legal clerk of the **Las Cruces Sun News**, a newspaper published daily at the county of Dona Ana, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements may be published; that the printed notice attached hereto was published in the regular and entire edition of said newspaper and not in supplement thereof in editions dated as follows:

03/05/2023

Despondent further states this newspaper is duly qualified to publish legal notice or advertisements within the meaning of Sec. Chapter 167, Laws of 1937.

Legal Clerk

Subscribed and sworn before me this March 5, 2023:

State of WI, County of Brown
NOTARY PUBLIC

1-7-25

My commission expires

KATHLEEN ALLEN
Notary Public
State of Wisconsin

NOTICE OF INTENT TO ADOPT

The City Council of the City of Las Cruces, New Mexico, Hereby Gives Notice of Its Intent to Adopt the Following Ordinance(s) at the **Regular City Council Meeting** Held on **March 6, 2023**:

Council Bill No. 23-022; Ordinance No. 3028: An Ordinance Supporting Investment of $897,596 in an Economic Development Project in Accordance with the City of Las Cruces Local Economic Development Plan, Authorizing a Project Participation Agreement Between the City and 828 Productions, LLC., and Entering into an Agreement to Serve as Fiscal Agent for the State of New Mexico's Participation Not to Exceed $3,000,000 in the Project.

Copies Are Available for Inspection During Working Hours at the Office of the City Clerk. **Witness My Hand and Seal** of the City of Las Cruces on this the **28th day of February, 2023**.

Christine Rivera, CMC
City Clerk
5614789,Sun-News,March 5, 2023

Ad # 0005614789
PO #: Council Bill No. 23-022; Ordinance No. 3028
# of Affidavits 1

Attachment "A"

Legal Advertising Affidavit

Richard Coltharp, who being duly sworn as the publisher of the Las Cruces Bulletin, a weekly newspaper of general distribution published in the City of Las Cruces, County of Doña Ana, State of New Mexico, disposes and states that the legal advertising for

City of Las Cruces Attorney

In the matter of:

Notice of Intent to Adopt

Council Bill No. 23-022; Ordinance No. 3028:

In accordance with the laws of the State of New Mexico, the attached was published in its entirety **1** time(s) in the Las Cruces BULLETIN, the first publication date being **03/10/2023**

Richard Coltharp

Sworn to and subscribed before me this day **03/10/2023** in the CITY OF LAS CRUCES COUNTY OF DOÑA ANA STATE OF NEW MEXICO

MARGARET ANN ADAMS
NOTARY PUBLIC
STATE OF NEW MEXICO
COMMISSION # 1138740
COMMISSION EXPIRES: 09-09-2026

Notary Public

Advertising Costs: $50.49

NOTICE OF INTENT TO ADOPT

The City Council of the City of Las Cruces, New Mexico, Hereby Gives Notice of Its Intent to Adopt the Following Ordinance(s) at the Regular City Council Meeting Held on March 6, 2023: Council Bill No. 23-022; Ordinance No. 3028: An Ordinance Supporting Investment of $897,596 in an Economic Development Project in Accordance with the City of Las Cruces Local Economic Development Plan, Authorizing a Project Participation Agreement Between the City and 828 Productions, LLC., and Entering into an Agreement to Serve as Fiscal Agent for the State of New Mexico's Participation Not to Exceed $3,000,000 in the Project.

Copies Are Available for Inspection During Working Hours at the Office of the City Clerk. Witness My Hand and Seal of the City of Las Cruces on this the 28th day of February, 2023.

Christine Rivera, CMC City Clerk

Dates: 03/10, 2023

Attachment "A"

Las Cruces Sun News.
PART OF THE USA TODAY NETWORK

Affidavit of Publication

Ad # 0005638953

This is not an invoice

CITY OF LAS CRUCES
PO BOX 20000
ATTN: CITY CLERK'S OFFICE
LAS CRUCES, NM 88004-9002

I, a legal clerk of the **Las Cruces Sun News**, a newspaper published daily at the county of Dona Ana, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements may be published; that the printed notice attached hereto was published in the regular and entire edition of said newspaper and not in supplement thereof in editions dated as follows:

03/26/2023

Despondent further states this newspaper is duly qualified to publish legal notice or advertisements within the meaning of Sec. Chapter 167, Laws of 1937.

Legal Clerk

Subscribed and sworn before me this March 26, 2023:

State of WI, County of Brown
NOTARY PUBLIC
91925

My commission expires

VICKY FELTY
Notary Public
State of Wisconsin

NOTICE OF ADOPTION

The City Council of the City of Las Cruces, New Mexico, Hereby Gives Notice of Its Adoption of the Following Ordinance(s) at the Regular City Council Meeting Held on March 6, 2023:

Council Bill No. 23-022; Ordinance No. 3028: An Ordinance Supporting Investment of $897,596 in an Economic Development Project in Accordance with the City of Las Cruces Local Economic Development Plan, Authorizing a Project Participation Agreement Between the City and 828 Productions, LLC., and Entering into an Agreement to Serve as Fiscal Agent for the State of New Mexico's Participation Not to Exceed $3,000,000 in the Project.

Copies Are Available for Inspection During Working Hours at the Office of the City Clerk. Witness My Hand and Seal of the City of Las Cruces on this the 21st day of March, 2023.

Christine Rivera, CMC
City Clerk
#5638953, Sun-News, March 26th 2023

Ad # 0005638953
PO #: 3/6 Meeting
# of Affidavits 1

This is not an invoice

Attachment "A"

Legal Advertising Affidavit

Richard Coltharp, who being duly sworn as the publisher of the Las Cruces Bulletin, a weekly newspaper of general distribution published in the City of Las Cruces, County of Doña Ana, State of New Mexico, disposes and states that the legal advertising for

City of Las Cruces Attorney

In the matter of:

Notice of Adoption

Council Bill No. 23-022; Ordinance No. 3028:

In accordance with the laws of the State of New Mexico, the attached was published in its entirety **1** time(s) in the Las Cruces BULLETIN, the first publication date being **03/24/2023**.

Richard Coltharp

Sworn to and subscribed before me this day **03/24/2023** in the CITY OF LAS CRUCES COUNTY OF DOÑA ANA STATE OF NEW MEXICO

MARGARET ANN ADAMS
NOTARY PUBLIC
STATE OF NEW MEXICO
COMMISSION # 1138740
COMMISSION EXPIRES: 09-09-2026

Notary Public

Advertising Costs: $48.84

NOTICE OF ADOPTION

The City Council of the City of Las Cruces, New Mexico, Hereby Gives Notice of Its Adoption of the Following Ordinance(s) at the Regular City Council Meeting Held on March 6, 2023: Council Bill No. 23-022; Ordinance No. 3028: An Ordinance Supporting Investment of $897,596 in an Economic Development Project in Accordance with the City of Las Cruces Local Economic Development Plan, Authorizing a Project Participation Agreement Between the City and 828 Productions, LLC., and Entering into an Agreement to Serve as Fiscal Agent for the State of New Mexico's Participation Not to Exceed $3,000,000 in the Project. Copies Are Available for Inspection During Working Hours at the Office of the City Clerk. Witness My Hand and Seal of the City of Las Cruces on this the 21st day of March, 2023.
Christine Rivera,
CMC City Clerk
Dates: 03/24, 2023

Attachment "B"

ORDINANCE 3054; COUNCIL BILL 24-012

AN ORDINANCE AMENDING ORDINANCE NO. 3028, UPDATING THE PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY AND 828 PRODUCTIONS, LLC., TO ADD AN ADDITIONAL $2,800,000 TO GO TOWARDS RENOVATIONS OF MULTIPLE FACILITIES.

The City Council is informed that:

WHEREAS, on March 20, 2023, the Las Cruces City Council approved Ordinance No. 3028, as the 828 Productions, LLC., Local Economic Development Act (LEDA) Project Ordinance; and

WHEREAS, the ordinance authorized the City Manager to enter into a Project Participation Agreement (PPA) and Intergovernmental Agreement (IGA) which are incorporated into the Ordinance and made a part thereof by reference; and

WHEREAS, the PPA was based on a preliminary project schedule to designate $897,596 for cinematic infrastructure through capital outlay funds; and

WHEREAS, the purpose of this amendment is to designate an additional $2,800,000 the City has set aside for cinematic infrastructure; and

WHEREAS, 828 Productions, LLC., will be investing approximately $75,000,000 and plan to hire 100 full-time persons; and

WHEREAS, 828 Productions, LLC., has purchased multiple facilities within Las Cruces which these funds will be going towards to renovate the different facilities tied to cinematic infrastructure.

NOW, THEREFORE, Be it Ordained by the Governing Body of the City of Las Cruces:

(I)

THAT the City hereby enters into an amended Project Participation Agreement, as shown in Exhibit "A" attached hereto and made part of this Ordinance, with 828 Productions, LLC., subject to the requirements of LEDA and the adopted LEDA Plan of the City, for the additional $2,800,000 in investment in the project.

(II)

THAT other than the amount of funds the City will be providing towards the project, all other terms and conditions remain unchanged.

(III)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this 18 day of December 2023

APPROVED

Mayor

ATTEST:

Christine Rivera
City Clerk

Moved by: Tessa Abeyta

Seconded by: Becki Graham

AYES Kasandra Gandara, Ken Miyagishima, Yvonne Flores, Johana Bencomo, Becki Graham, Tessa Abeyta

NAYS

Attachment "B"

3054; Council Bill 24-012

City Council Action and Executive Summary

Type of Action:
☐ Resolution
☒ Ordinance
☐ TIDD Resolution

District:	☒ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:	December 4, 2023	**Adopted:**	December 18, 2023
Drafter:	Chris Faivre	**Department:**	Economic Development
Program:	Business Development	**Line of Business:**	Business Development

Title: **AN ORDINANCE AMENDING ORDINANCE NO. 3028, UPDATING THE PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY AND 828 PRODUCTIONS, LLC., TO ADD AN ADDITIONAL $2,800,000 TO GO TOWARDS RENOVATIONS OF MULTIPLE FACILITIES.**

TYPE OF ACTION: ☐ **Administrative** ☒ **Legislative** ☐ **Quasi-Judicial**

PURPOSE(S) OF ACTION:

To amend Ordinance No. 3028 and update the Project Participation Agreement.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

On March 20, 2023, the Las Cruces City Council approved Ordinance No. 3028, as the 828 Productions, LLC., Local Economic Development Act (LEDA) Project Ordinance. The ordinance authorized the City Manager to enter into a Project Participation Agreement (PPA) and Intergovernmental Agreement (IGA) which are incorporated into the Ordinance and made a part thereof by reference.

The PPA was based on a preliminary project schedule to designate $897,596 for cinematic infrastructure through capital outlay funds. The purpose of this amendment is to assign the additional $2,800,000 in Hold Harmless funds that the City designated in 2015 for the specific and sole purpose of cinematic infrastructure. These funds cannot be used for any other purpose and must be spent on the establishment of cinematic infrastructure in Las Cruces.

828 Productions, LLC., will be investing approximately $75,000,000 and plans to hire 100 full-time persons. They have purchased multiple facilities within Las Cruces which these funds will be going towards to renovate. Details of the proposed use of the different facilities and a breakdown of renovations can be found in Exhibit "A".

Other than the amount of funds the City will be providing towards the project, all other terms and conditions remain unchanged.

SUPPORT INFORMATION:

Exhibit "A" 828 LEDA Amendment
Attachment "A" LEDA Application
Attachment "B" Executive Summary
Attachment "C" Inter Governmental Agreement
Attachment "D" Project Participation Agreement

PLAN(S):
City Council Strategic Plan, Department Strategic Business Plan

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: 3,000,000	AVAILABLE AMOUNT: 3,000,000	EXPENDITURE AMOUNT: 2,800,000

Funding Source(s):
Fund 2100 - Org 20247001 - Obj 721080 - project 23828

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 amendment and authorize the City to provide additional local LEDA funding to 828 Productions, LLC.
2. Vote "No", this will not approve the Ordinance amendment and authorize the City to provide additional local LEDA funding to 828 Productions, LLC.
3. Vote to "Amend", this could delay the Ordinance amendment and would require City Council to provide direction to staff.
4. Vote to "Table", this would delay the Ordinance amendment and require City Council to provide direction to staff.

REFERENCE INFORMATION:
Ordinance No. 3028

Exhibit A

Amendment to Agreement for LEDA Project as established by City of Las Cruces Ordinance No. 3028 approving the 828 Productions, LLC., Economic Development Project.

On March 20, 2023, the governing body of the City of Las Cruces approved Ordinance No. 3028, as the 828 Productions, LLC., Local Economic Development Act (LEDA) Project Ordinance. The ordinance authorized the City Manager to enter into a Project Participation Agreement (PPA) and Intergovernmental Agreement (IGA) which are incorporated into the Ordinance and made part thereof by reference.

The PPA was based on a preliminary project schedule to designate $897,596 for cinematic infrastructure through capital outlay funds. The purpose of this amendment is to designate an additional $2,800,000 the City has set aside for cinematic infrastructure.

828 Productions, LLC., has purchased multiple facilities within Las Cruces which these funds will be going towards to renovate. A description of each property and their proposed uses can be found in Attachment A. They will be investing approximately $75,000,000 on these facilities and plan to hire 100 full-time persons. The funds designated for this amendment will be put towards the facility improvements, including:

City of Las Cruces LEDA Disbursement Schedule		
Tranche	*Amount of Local Contribution Available for Disbursement/Tranche*	*Disbursement Performance Milestone*
1	$1,718,000*	Renovations to 1053 Hayner Ave.**
2	$702,000*	Renovations to 106 S. Miranda**
3	$240,000*	Renovations to 100 S. Church**
4	$138,000*	Renovations to 300 S. Compress**
*For detailed fund breakdown of renovations, please see Cinematic Infrastructure Funds Expenditure List **For a facility breakdown, please see Facility Overview		

Other than the amount of funds the City will be providing towards the project, all other terms and conditions remain unchanged. This amendment is only for the City of Las Cruces' contribution, the State of New Mexico's contribution is unchanged.

Amendment accepted and acknowledged:

Ifo Pili
City of Las Cruces City Manager

todd lundbohm
Todd Lundbohm, CEO
828 Productions, LLC.

Attachment "B"

Exhibit A

828 PRODUCTIONS

RE: Jonathon Sepp
106 S. Miranda Las Cruces, NM
575-323-1895

Cinematic Infrastructure Funds Expenditure List

Address	Facility / Facility Type	Cinematic Infrastructure	Additional Details
1053 Hayner Ave.			
	30,000sf Building		
		Consulting	
			Soundstage Management
			Engineering
			Construction
			Fire Safety
		Patch EXT Metal Siding	
			Create "Rat Holes"
			Patch holes
			Metal Art Installation
		Patch EXT Metal Roof	
			Patch Holes
			Exhaust Ports
			Cover Skylights
			Ensure Roof Is Waterproof
			Confirm Load Ratings
		INT Floor	
			Repair Cracks
			Resurface and Level
			Install Subfloor
			Confirm Load Ratings
			Ensure Load Ratings Match Needs of Production
		Interior Walls	
			Insulation
			Soundproofing
			Confirm Load Ratings
		INT Seperating Wall	
			Seperate Stage From Mill
			Access Doors
			Sound Proofing
			Insulation
			Additional Doorways
		INT Seperating Wall #2	
			Seperate Mill From Holding Area
			Additional Doorways
		Interior Electric	
			110v Access Through Building
			Transformer Maintenance
			Repair/Install Electrical Panels
		EXT Elephant Door #1	
			Repair Door
			Install New Trim

			Install New Hardware
		EXT Elephant Door #2	
			Repair Door
			Install New Trim
			Install New Hardware
		EXT Elephant Door #3	
			Repair Door
			Install New Trim
			Install New Hardware
		EXT Doors	
			Repair/Replace Doors
			Repair/Replace Hardware
			Upgrade Locks
			Secure Access
		EXT Signage	
			Label & Mark All Entryways
			828 Logo on North and South Side of Building
		EXT Lighting	
			Install Work Lights
			Install Security Lights
		EXT Electric	
			Transformer Maintenance
			Repair/Install Electrical Panels
			Run Power to Lights & Signage
		HVAC	
			Heating & Cooling System/s
			Exhaust
		Plumbing	
			Fire Safety
			EXT Faucets
	40,000sf Building	Patch EXT Metal Siding	
			Patch Holes
			Repair Structural Damage
		Patch EXT Metal Roof	
			Patch Holes
			Ensure Roof is Waterproof
		Entry Ways	
			Close Up Entry Ways
			No Access Signs
	Water Tower		
		Three Sided 828 Logo	
		Signage Lighting	
	Civil Engineering		
		Planning & Design	
		Amador Lot Grading	
		Drainage Throughout Property	
		Parking Lot Maintenance/Repair	
		Parking Additions	
		West Lot Grading	
		North Lot Grading	
		Road Maintenance/Repair	
		Solar Power	
		Above/Below Ground Utilities Maintenance/Repair	
	General Property		

		Planning & Design		
		Concrete/Trash Removal		
		Land Clearing		
		Dirt Work		
		Security		
		Utilities		
		Safety Measures		
	Fence, Wall, & Gate			
		Planning & Design		
		Fence Extentions		
		Fence Repairs		
		Gate Repairs		
		Additional Gates		
		Signage		
		Lighting/Electric		
		Privacy Walls		
	Consulting			
		Soundstage Management		
		Engineering		
		Construction		
		Fire Safety		
	Lease Reimbursements			
		1053 Hayner Ave. Submission 1a Total:	$	43,000.00
		1053 Hayner Ave. Submission 2a Total:	$	170,000.00
		1053 Hayner Ave. Submission 3a Total:	$	63,000.00
		1053 Hayner Ave. Submission 4a Total:	$	280,000.00
		1053 Hayner Ave. Submission 5a Total:	$	525,000.00
		1053 Hayner Ave. Submission 6a Total:	$	175,000.00
		1053 Hayner Ave. Submission 7a Total:	$	462,000.00
106 S. Miranda				
	General Building			
		Planning & Design		
		HVAC		
			Heating & Cooling System/s	
			Exhaust	
		Solar Power		
			Solar System Installation	
		Cleaning		
			Deep Clean Facility	
		Security		
			Additional Security Cameras	
			Additional Security Sound Devices	
			Key Fob Maintenance/Repairs	
			Alarm System Maintenance/Repairs	
		Internet		
			High Speed Internet Access	
		Landscaping		
			Landscape Improvements	

Attachment "B"
Exhibit A

			Sprinkler Maintenance/Repairs	
			Tree Trimming/Removal	
			Courtyard Wall Repair	
		Asbestos Remediation		
		Signage		
			Interior Signage	
			Exterior Signage	
		Post-Production		
			Post-Production Bays	
			High Speed Internet Access	
			Viewing Center	
		INT Remodel		
			Support Structures	
			Electric	
			Walls/Framing	
			Flooring	
			Doors	
			Furnishing	
			Fire Safety	
		EXT Remodel		
			Electric	
			Curb Appeal	
			Maintenance	
			Paint/Design	
		Utilities		
	Parking Lots			
		Planning & Design		
		Repair/Maintenance		
		Landscaping		
		Plumbing		
		Signage		
		Lighting/Electric		
	Consulting			
	Lease Reimbursements			
		106 S. Miranda Submission 1b Total:	$	63,000.00
		106 S. Miranda Submission 2b Total:	$	90,000.00
		106 S. Miranda Submission 3b Total:	$	45,000.00
		106 S. Miranda Submission 4b Total:	$	28,000.00
		106 S. Miranda Submission 5b Total:	$	345,000.00
		106 S. Miranda Submission 6b Total:	$	45,000.00
		106 S. Miranda Submission 7b Total:	$	86,000.00
100 S. Church				
	General Property			
		Planning & Design		
		Plumbing		
			Fire Safety	
			EXT Faucets	
		Signage		
			Interior Signage	

Attachment "B"

Exhibit A

			Exterior Signage	
		Security		
			Additional Security Cameras	
			Additional Security Sound Devices	
			Key Fob Maintenance/Repairs	
			Alarm System Maintenance/Repairs	
		EXT Maintenance/Repair		
			Create "Rat Holes"	
			Patch holes	
			Maintenance	
			Metal Art Installation	
		INT Remodel		
			Support Structures	
			Electric	
			Walls/Framing	
			Flooring	
			Doors	
			Furnishing	
			Fire Safety	
		Utilities		
		HVAC		
			Heating & Cooling System/s	
			Exhaust	
	Courtyard			
		Planning & Design		
		Remodel		
		Fence Maintenance/Repair		
	Parking Lots			
		Planning & Design		
		Repair/Maintenance		
		Electric/Ligthing		
		Guard Stations		
		Signage		
		Landscaping		
	Consulting			
	Lease Reimbursements			
		100 S. Church Submission 1c Total:	$	30,000.00
		100 S. Church Submission 2c Total:	$	50,000.00
		100 S. Church Submission 3c Total:	$	30,000.00
		100 S. Church Submission 4c Total:	$	40,000.00
		100 S. Church Submission 5c Total:	$	60,000.00
		100 S. Church Submission 6c Total:	$	20,000.00
		100 S. Church Submission 7c Total:	$	10,000.00
300 S. Compress				
	2,900sf Office			
		INT Remodel		
			Planning & Design	

Attachment "B"

Exhibit A

		Repair/Maintenance	
		Electric/Ligthing	
		Plumbing	
		Fire Safety	
		Security	
		Flooring	
	EXT Maintenance/Repair		
	Signage		
Fence, Wall, & Gate			
	Planning & Design		
	Fence Extentions		
	Fence Repairs		
	Gate Repairs		
	Additional Gates		
	Signage		
	Lighting/Electric		
	Privacy Walls		
Gin Building			
	Deep Clean		
	Repair/Maintenance		
	Security		
	Fire Safety		
	Signage		
General Property			
	Safety		
	Clean		
	Grading		
	Security		
	Utilities		
	Landscaping		
Lease Reimbursements			

300 S. Compress Submission 1d Total:	$	22,000.00
300 S. Compress Submission 2d Total:	$	44,000.00
300 S. Compress Submission 3d Total:	$	22,000.00
300 S. Compress Submission 4d Total:	$	6,000.00
300 S. Compress Submission 5d Total:	$	22,000.00
300 S. Compress Submission 6d Total:	$	22,000.00
300 S. Compress Submission 7d Total:	$	-

828 | PRODUCTIONS

Facility Overview

106 S. Miranda

Our 106 S. Miranda campus will be the hub of film production in Las Cruces. Internally and externally, this facility will provide the necessary space for administrative office and production support activity, as well as a filming destination and workforce development space.

The administrative office space of a film production company is a microcosm of the creative and collaborative process of filmmaking. It is a space where ideas are born, scripts are developed, budgets are created, and schedules are managed. It is also a space where the nuts and bolts of filmmaking are handled, such as development, sales, legal, and distribution.

The production office space of a film production company is a busy and vibrant place. It is a space where creative ideas are turned into reality, and where the magic of filmmaking happens.

The facility will be divided into several different workspaces, including:

- Executive offices: These are the offices of the company's top executives, such as the producer, director, screenwriter, and showrunner. They are typically spacious and well-appointed, with large desks, comfortable chairs, and plenty of meeting space.
- Production offices: These are the offices of the key members of the production team, such as the production manager, line producer, and various other departments. They are typically smaller and more utilitarian than the executive offices, but they are still comfortable and functional.
- Accounting offices: These are the offices where the finances are handled. They are typically located in a quiet area of the office space, away from the hustle and bustle of the production offices.
- Conference rooms: These are the rooms where meetings are held between executives, producers, and other members of the team. They are typically large enough to accommodate a group of people, and they are equipped with whiteboards, projectors, and other audiovisual equipment.
- Soundstage: This is a flex use space in a pre-existing auditorium where filming, training, and screening will occur.
- Post-Production: 828 Post-Production will supply the film and digital media industry with high-quality post-production and visual effects services, helping them to achieve their creative vision and deliver a finished product that meets or exceeds their expectations.
- Vendor Incubator: 828 Productions will provide space for film-specific vendors to be co-located with many of the 828 divisions and productions based out of this facility.

828 Productions is actively coordinating numerous ways to interact and enhance the film and digital media training available through K-12 and post-secondary education in Las Cruces and Doña Ana County. For post-secondary education, this will include use of our auditorium (sanctuary) for lectures, guest speakers, hands-on exercises, and various other presentation formats. Students in K-12 will have the opportunity to tour our facility and participate in internships through programs like the Doña Ana County Summer Internship. Post-secondary programs in southern New Mexico will have the opportunity to attend lectures, workshops, on-the-job training, and internships at this facility.

1053 Hayner Ave.

1053 Hayner Ave. will be home to 828 Production's first soundstage-specific construction. As we roll out our master plan for a complete overhaul of the site, 828 Productions will fill the construction timeline gap with a unique approach to a soundstage environment that will transition into mill and/or office space as the master plan comes to fruition. 828 Productions has contracted multiple experts to guide our phased approach that will allow us to capture additional production traffic immediately as construction rolls out over the course of multiple years. One of those experts is Rick Clemente, the previous studio operator and pioneer of i25 Studios (now Cinelease Studios), a previous microchip manufacturing facility.

300 S. Compress

As 828 Productions plans to focus the first phase of purpose-built soundstages, office space, and a warehouse retrofit on the 1053 Hayner Ave property, the property at 300 S. Compress will initially focus on ancillary services and needs for the 1053 Hayner Ave property. This will include additional office space, vehicle & trailer parking, vendor support, storage, and various other needs the film production campus may require.

100 S. Church

Located in the heart of Downtown Las Cruces, 100 S. Church will become a beehive of activity for office space tailored to production activity, vendor administrative services, and coworking space. Many of the office-supporting infrastructure listed under 106 S. Miranda will be available here.

The downtown location of the film production's office space provides a number of advantages. First, it is centrally located and easily accessible to clients, partners, and filming locations. Second, it is close to a variety of amenities, such as restaurants, shops, and public transportation. Third, it provides the company with a high-profile presence in the city's business district.

A studio apartment on the second floor will be tailored to hospitality for producers, directors, talent, and various other filmmakers providing them the best access to experience Downtown Las Cruces.

FY22 LEDA Application

Applicant	Todd Lundbohm
Applicant ID	APP-015963
Company Name	~~828 Studio NM, LLC~~ 828 Productions LLC
Email	todd@828productions.com
Status	Submitted
Application Amount	$0.00
Funded/Approved	☐
LEDA Starting Job Count	0
LEDA PPA Job Count Target	335

Contact Information

Question: Legal Company Name

828 Productions LLC

Question: Trade Name (dba)

828 Productions LLC

Question: Project Name

828 Studios

Question: Company Street Address

~~100 South Church Street~~ 106 S Miranda St

Question: Company City

Las Cruces

Question: Company State

NM

Question: Company Zip

Question: Phone

2089124075

Question: Website

https://828productions.com/

Question: Primary Contact Person First Name

Todd

Question: Primary Contact Person Last Name

Lundbohm

Question: Federal Tax ID #

83-2900195

Question: NM State Tax and Revenue (CRS) #

03568111000

Question: City/County Business License Registration will be pursued

☑ Yes

☐ No

Question: NAICS Code(s)

512199

Question: DUNS # (preferred but not required)

Applied For

Question: This Business is organized as a:

☐ C-Corporation

☐ S-Corporation

☑ LLC

☐ Partnership

☐ Sole Proprietorship

☐ B-Corporation

Question: Incorporation Papers

828 PRODUCTIONS, LLC - DE - FORMATION.pdf (9/17/2022, 11:10 AM)

Question: Resumes of all principals (owners, partners, directors or officers; required for businesses 1 year or younger)

Todd bio.pdf (9/17/2022, 11:13 AM)
SDenton Bio 12 6 21 v3.pdf (9/17/2022, 11:13 AM)
Mark Andrews Bio.pdf (9/17/2022, 11:13 AM)

Question: Company Contact for Project Administration (if different from above)

Christine Sheppard

Question: Title

Project Coordinator

Question: Telephone

~~5755206905~~ 575-323-1895

Question: Cell Phone

~~5755206905~~ 575-323-1895

Question: Email

csheppard@828productions.com

Project Information

Please include detailed information such as:

- Executive Summary; Business description and history
- Infrastructure Development/Needs
- Market analysis and strategy
- Summary of competition
- Tax Reporting Status
- Effect on Existing Industry and Commerce during and after Construction

- Land Acquisition
- Local Purchasing
- Water Conservation
- Relocation of Individuals or Businesses
- Construction Schedule
    - Target Close Date
    - General Contract Signed
    - Construction Start
    - Construction End
    - New Facility Operational Date
- Operations plan; Organizational chart
- Any document or record that the local governing body, in its sole discretion, deems necessary.

Question: Description of the Proposed Development, its product and its timeline.

828 Productions plans to construct a movie studio in Las Cruces, New Mexico (the "Studio") as well as provide financing for independent films. Construction on the first phase of the project is anticipated to begin in Q4 of 2022 with an estimated construction period of 18 months. Employees started to be hired in May of 2022 and will continue for initial management employees. Start up hiring for the studio operation will begin six months prior to construction completion. The film financing operations are anticipated to begin in Q4 of 2022/ Q1 of 2023.

Question: Provide a detailed scope of work that is specific to the funding request/award and what the funds will be used for.

828 Productions plans to construct a movie studio in Las Cruces, New Mexico (the "Studio") and will be managing the production of films in Las Cruces as well as in other locations. Over 100 employees in the next 6 years will be hired. The first phase of the studio will include 4 sound stages, office space, mill, etc. Funding will be used for construction as well as start-up payroll for an approximate 6 month period that studio operations ramps up.

Question: Business Plan (required for businesses 1 year or younger)

See supporting documentation - studio model with construction costs as well as start-up budget and estimated revenues and expenses.

Question: Supporting Documentation

828 Studios Redevelopment Schedule Rev 09 16 22.pdf (9/29/2022, 3:58 PM)

Financial Information

*Upload sources and uses chart; enter N/A and zero for questions that do not apply to your business

Question: Provide detailed assumptions for your project including three years of projected cash flow income statements. If the applicant has been in business less than one year, you may be requested to provide additional financial information after review.

828 Operating Financials Phase I CONFIDENTIAL Rev 9.10.22.pdf (9/29/2022, 4:01 PM)

Question: Provide financial statements (balance sheet, profit and loss and cash flow) or tax returns for the past three years. Also provide interim statements within 90 days of application date.

828 Productions financial history description.docx (9/17/2022, 11:31 AM)

Question: What is the collateral/security to be pledged to the funds awarded?

- ☐ Letter of Credit
- ☑ Surety Bond
- ☐ Mortgage Security
- ☐ Security Agreement/Escrow
- ☐ Security Agreement/Lien
- ☐ Security Interest/Lien

Question: What is the method of appraisal for stated security (if Security Mortgage or Lien were selected above)?

N/A

Question: What is the equity investment from the applicant?

$1,000,000.00

Question: External Equity Investment Sources

Equity raised from outside investors

Question: External Equity Investment Amount

$25,000,000.00

Question: City/County Funding Source

City of Las Cruces Cinematic Infrastructure funds

Question: City/ County Funding Amount

$897,596.12

Question: Bank Loan Source (financial institution names), type (commercial, USDA, SBA 504, etc.), and stage (applied or approved)

Currently working on initial discussions with banks

Question: Bank Loans Amount Total

$25,000,000.00

Question: Other Loans Source

~~828 Media Capital~~ 828 Affiliates

Question: Other Loans Amount

$20,000,000.00

Question: Other Sources

N/A

Question: Other Sources Amount

$0.00

Question: Total Project Amount (Sum of above)

$71,000,000.00

Question: Supporting financial documentation

LEDA Job Creation Additional Financial Information.pdf (9/30/2022, 1:20 PM)

Company History and Background

Question: How long has the company been in operation, as of the date of application?

828 Productions was formed in 2021 and will begin operations with the beginning of this project 2022

Question: At the time of this application, how many full-time employees do you currently employ? Please provide the most recent Department of Workforce Solutions report below. If no employees, disregard report. Enter 0.

3.00

Question: List owners with more than 20% ownership stake in the company. Additionally, please list principal directors and/or officers.

Owners
Todd Lundbohm

Directors/officers
Stephanie Denton
Mark Andrews

Question: Are owners and/or officers current with financial obligations/payments to the State of New Mexico or any other Federal or State entity? If no, please explain.

Yes

Question: Does the applicant have any loans or other financial obligations on which payments are not current? If yes, please explain.

No

Question: Please identify any financially affiliated/associated companies in which any of the applicant's owners have a 20% stake.

828 Productions, Inc is the only entity associated with 828 Productions LLC. There are other entities that were formed to lend or invest in, movies specifically, that have not been listed. ~~Please let us know if you need a more detailed list of entities.~~

Community Aspects

Question: At the community level, what are the infrastructure needs not yet in place or in process that will affect this project's application?

TBD

Question: What specific incentives are being REQUESTED from the COMMUNITY? Please explain where the applicant is in this process and provide an idea of a timeline for incentives' deployment.

1. Asking for allocation of funds from the EDD. Application is ongoing. We anticipate deployment of funds in Q4 of 2022/Q1 2023
2. Asking for allocation of funds from JTIP. We anticipate deployment of funds in Q4 of 2022/ Q1 2023
3. Asking for allocation of funds from the City of Las Cruces. We anticipate deployment of funds in Q4 of 2022/ Q1 2023

Question: What specific incentives will be PROVIDED from the COMMUNITY?(e.g. parcel of

land, building lease, waiver of fees, utility access/extension)?

City of Las Cruces Cinematic Infrastructure funds, LEDA funds

Job Creation / Performance

Please download the job creation worksheet to work up the required information for this section.

- Job Creation Worksheet

Question: Outline the number and types of jobs to be created.

Additoinal part time jobs (annually) depending on production type

Full Time Jobs - total 100 :

Year Round Management
Year Round Studio Staff
Year Round Studio Crew
Year Round VFX, LED, MoCap & Post Team
Year Round Accounting Team

Question: Outline the proposed pay scale and payroll proposed by the entity.

100 jobs with an average salary of $75,000 per year.

Question: Outline the benefits offered to the employees, including but not limited to health care and retirement.

Permanent employees will be offered PTO, health, dental, and 401(k) with discretionary match.

Question: Outline any efforts being made or proposed by the applicant to hire people within the local employment pool.

We are going to fill as many jobs locally as possible. All efforts will be made to relocate individuals that are needed for employment outside of the local job pool.

Question: Attach job creation worksheet

828 Job Creation Worksheet Final.pdf (9/30/2022, 1:09 PM)

Question: Starting Headcount (from worksheet above)

0.00

Question: Total new jobs to be created Year 1 (from worksheet above)

62.00

Question: Total new payroll Year 1 (from worksheet above)

$4,635,000.00

Question: Total number of new jobs to be created Year 2 (from worksheet above)

28.00

Question: Total new payroll Year 2 (from worksheet above)

$2,295,000.00

Question: Total number of new jobs to be created Year 3 (from worksheet above)

10.00

Question: Total new payroll Year 3 (from worksheet above)

$575,000.00

Economic Impact Analysis

NMEDD will perform an Economic Impact Analysis to address the impact to the local tax base, the school system, etc. using the Economic Impact Datasheet provided by the applicant.

Question: Outline any impacts to the environment, positively or negatively.

The studio will be built as sustainably possible with the smallest carbon footprint feasible. Modern building standards will be used with renewable energy sources utilized where feasible(i.e. solar).

Question: Status of permitting/regulatory matters needed for project.

In process with City of Las Cruces

Attachments

Please download the authorization for examination and release of information template and the example employer quarterly wage and contribution report.

- Authorization for examination and release of information form
- Employer quarterly wage and contribution report example

If you are a new business, please apply for a NM Tax Identification Number here:

http://www.tax.newmexico.gov/Businesses/wage-witholding-tax.aspx

Please download the LEDA Application Affirmation Template here:

LEDA Application Affirmation Template

Click here to view a filled out sample.

Question: New Mexico Economic Development Department authorization for examination and release of information.

FE Authorization for examination and release of information Notarized.pdf (9/30/2022, 1:13 PM)

Question: Latest New Mexico employer's quarterly wage and contribution report submitted to the Department of Workforce Solutions.

LEDA NM Quarterly Wage Report.pdf (9/30/2022, 1:18 PM)

Question: Affirmation and any other supporting documents

FE_2020_LEDA_App_Affirmationpdp.pdf (9/26/2022, 9:21 AM)

Attachment "B"

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "828 PRODUCTIONS, LLC", FILED IN THIS OFFICE ON THE NINETEENTH DAY OF DECEMBER, A.D. 2018, AT 7:52 O`CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

7202282 8100
SR# 20188269978

Authentication: 204150649
Date: 12-20-18

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:52 PM 12/19/2018
FILED 07:52 PM 12/19/2018
SR 20188269978 - File Number 7202282

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is 828 Productions, LLC.

2. The Registered Office of the limited liability company in the State of Delaware is located at 850 New Burton Road, Suite 201 (street), in the City of Dover, Zip Code 19904. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is COGENCY GLOBAL INC.

By: Morgan Sloane
Authorized Person

Name: Morgan Sloane
Print or Type

Todd Lundbohm is an award-winning filmmaker with broad ranging experience in Development, Production, Postproduction and VFX. He began his career as an Art Director for NXNW Productions, working on several national campaigns before diving headfirst into narrative filmmaking: writing, directing and producing multiple projects, working throughout the US, Mexico, South America and Western Europe. Todd's feature screenplay, MERIDIAN has won numerous awards, as well as recognition from the SXSW Film Festival and Francis Ford Coppola's American Zoetrope writing competition.

As Founder and CEO of 828 Media Capital, Todd has financed projects with a total production spend north of $50 million. 828 is a full-service film finance and production company, whose recent films include millennial murder mystery, ***Helen's Dead***, starring Tyrese Gibson, Anabelle Dexter-Jones, and Emile Hirsch; *Deauville Film Festival Grand Special Prize Nominee* ***The Last Son*** starring Sam Worthington, Colson Baker, Thomas Jane, and Heather Graham; Camille Delmarre's high octane action film, ***Assassin Club***, starring, Henry Golding, Noomi Rapace and Sam Neil; ***The Price We Pay***, from legendary horror director Ryûhei Kitamura, starring Emile Hirsch and Stephen Dorff; Gothic horror ***Raven's Hollow*** starring William Moseley, Melanie Zanetti, Kate Dickie and David Hayman; WWII Submarine movie ***Operation Seawolf*** Starring Dolph Lundgren and Frank Grillo; ***The Requin*** starring Alicia Silverstone and James Tupper; and *SXSW Grand Jury Prize winner* ***The Fallout*** starring Jenna Ortega, Maddie Ziegler, Shailene Woodley, and Julie Bowen.

Stephanie Denton is a feature film and television executive who has headed up acquisitions, sales, and distribution divisions for the industry's leading independent film and television companies, including Lionsgate International, Lakeshore Entertainment, Initial Entertainment Group and Bold Films.

Over the last 25 years, Denton has sold over 250 feature films, worked with legendary filmmakers such as Martin Scorsese, Lasse Halstrom, Sam Rami, Mark Pellington, Jon Amiel, Garry Marshall, Peter Howitt, James Mangold, Stephen Merchant, and James Wan to produce and sell high-profile films out of the independent film sector. Noteworthy releases include *THE **AVIATOR, UNFINISHED LIFE, THE GIFT, ARLINGTON ROAD, LAWS OF ATTRACTION, UNDERWORLD, 310 TO YUMA, WAR, HOTEL RWANDA, DAYBREAKERS, RUNAWAY BRIDE, FIGHTING WITH MY FAMILY,*** and the box office record-breaking ***SAW*** franchise.

Denton's steady hand as a film and tv executive was evident in her leadership of the launch of Arc Animation Studios Original I.P. and Sales division during its transition from STARZ Entertainment, and her experience in acquisitions and co-production for WWE Studios in Los Angeles where she drove the company's marketing and production initiative to release brand adjacent content across platforms, and spearheaded a theatrical co-distribution deal in North America with Blumhouse Productions for Festival film favorites, ***OCCULUS***, ***SLIGHT,*** and ***BIRTH OF A DRAGON***.

A few of Denton's premier accomplishments include the development and production of Len Wiseman's hugely successful ***UNDERWORLD*** franchise for Lakeshore Entertainment, sourcing and selling high profile projects such as ***WAR*** starring Jason Statham and Jet Li, and ***DAYBREAKERS*** starring Ethan Hawke for Lionsgate Entertainment. She also closed multi-picture domestic distribution deals with Sony/Screen Gems, Universal Pictures, and Paramount Studios.

Denton began consulting for 828 Media in 2020, assisting with the company's expanding lending portfolio, and has since become a member of the 828 Productions team. Utilizing her extensive relationships in Production and Distribution, Denton's main focus will be sourcing co-production and development opportunities, and securing key distribution alliances in both the Domestic and International markets that will establish 828 Productions as an industry leader in the Indie Film space.

Attachment "B"

BIOGRAPHY

Mark Andrews

Mark started his career in finance & management consulting but his real passion was for film. This passion was realized in 1995 when he invested in his first feature film **'Mainline Run'**. Three years later he took the plunge and became a full time producer, co-writing and producing the feature film ***'Distant Shadow'*** which made more than 4 times its budget. This lead to being hired to produce budgets & schedules for the UK's Spice Factory and oversee production on **'Redemption Road'**.

Seeing the opportunities film financing in the United Kingdom offered, Mark co-founded **'Studio Finance**,' a UK Film tax shelter utilizing the UK Government's Section 48 Tax breaks for film production before going on to consult for another film financing group, **'UKFS'** backed by Guernsey based Channel House Trustees. In their three yers of operating, UKFS were responsible for more than $300 million of tax shelter film financing for the UK film industry. It was here acting as a Senior Finance Executive that he oversaw such films as **'Wake of Death,' 'Modigliani,' 'School for Seduction,' 'Out of Season'** and **'Battle of the Brave'** amongst others.

In 2004 Mark moved to Los Angeles where he began consulting for various production companies, investors and independent producers, was Head of Entertainment for Exemplar Capital an East Coast Investment Bank and Law Firm and was instrumental in forming various film financing structures including a $150m film fund.

Some of the projects he has been instrumental in developing or setting up at various companies are Animated Horror **'Down Satan'** in partnership with re-known Horror Author **'Clive Barker'**; Supernatural Thriller **'Indelible'** being Directed by National Film Award Winner **'Howard J Ford'** (The Dead 1&2, Never Let Go); **'Kill the Messenger'** from the creator of (RoboCop), **'Michael Miner,'** and the Epic Western **'The Girl With No Name'** in conjunction with **Co-Op Entertainment** and **LegionM** being directed by **'Tanya Wexler'** (Buffaloed, Jolt).

In 2018 Mark produced the movie **'Dead Water'** starring **'Casper Van Dien'** and **'Judd Nelson,'** released by **Saban** in July 2019.

He currently oversees the development, financing and production operations for 828 Productions a west coast full service film finance and production company where he has executive produced and produced such films as **THE FALLOUT** starring Jenna Ortega, Maddie Ziegler, Shailene Woodley and Julie Bowen, **THE LAST SON** starring Sam Worthington, Colson Baker, Thomas Jane and Heather Graham, **THE PRICE WE PAY**, directed by horror legend Ryûhei Kitamura, starring Emile Hirsch and Stephen Dorff, and the recently wrapped **RAVENS HOLLOW** starring William Moseley, Melanie Zanetti, Kate Dickie and David Hayman.

In summary, Mark is a highly accomplished and seasoned writer, producer & production executive with a proven track record of over twenty years of experience in development, financing, production and distribution. He is a high impact contributor and versatile professional with exceptional business and production acumen who is comfortable working alone or managing hundreds of individuals while ensuring timely completion of project deadlines and remaining on, or under budget.

He holds a National Diploma in Business and Finance from the UK and a Certificate of Achievement for Contract Law from HarvardX University.

Mark lives in Colorado Springs with his wife and dog 'Piper'.

PROJECT OVERVIEW

MON 8/15/22 - MON 11/18/24

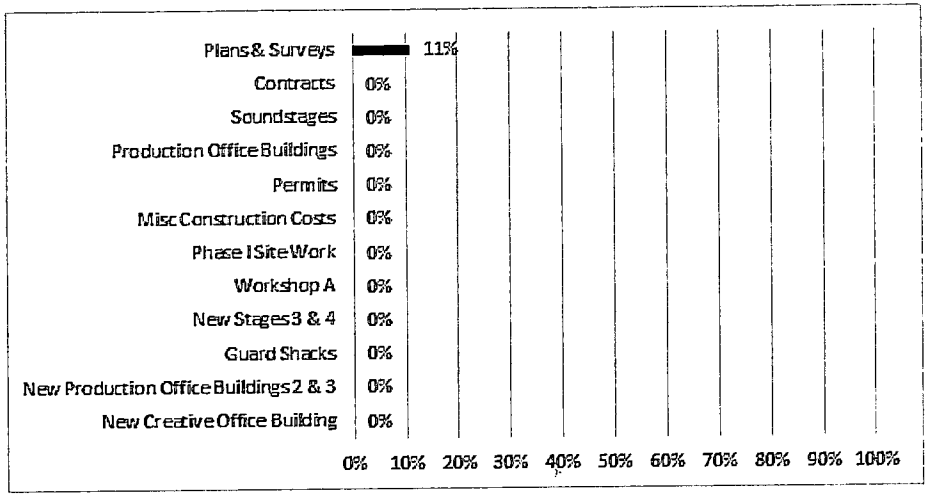
% COMPLETE

1%

MILESTONES DUE
Milestones that are coming soon.

Name	Finish
Stage 1 COA	Thu 10/26/23
Stage 2 COA	Mon 8/12/24
Workshop A COA	Tue 7/9/24
Stage 3 COA	Fri 12/29/23
Stage 4 COA	Mon 1/8/24

% COMPLETE

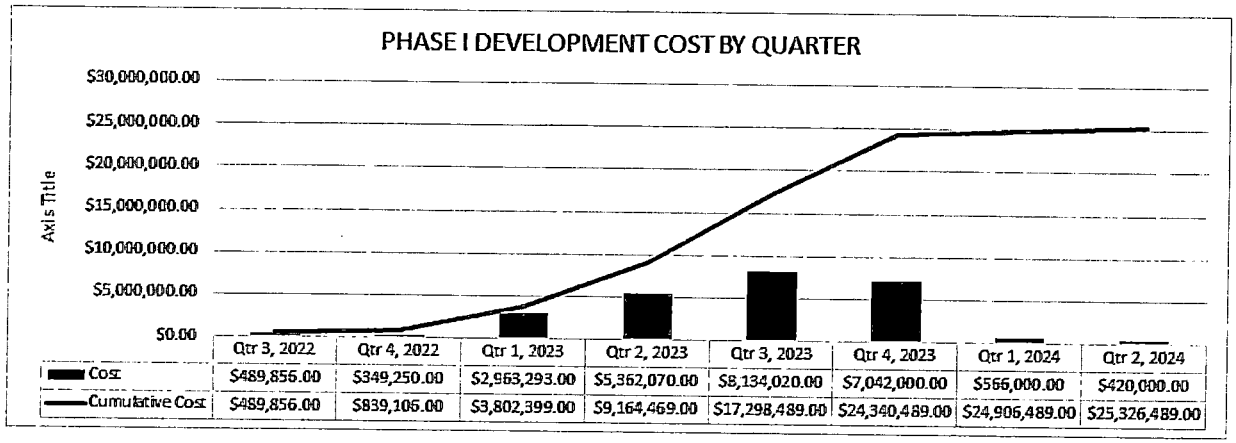


LATE TASKS
Tasks that are past due.

Name	Start	Finish	% Complete
DD Drawings	Mon 9/12/22	Mon 12/26/22	0%

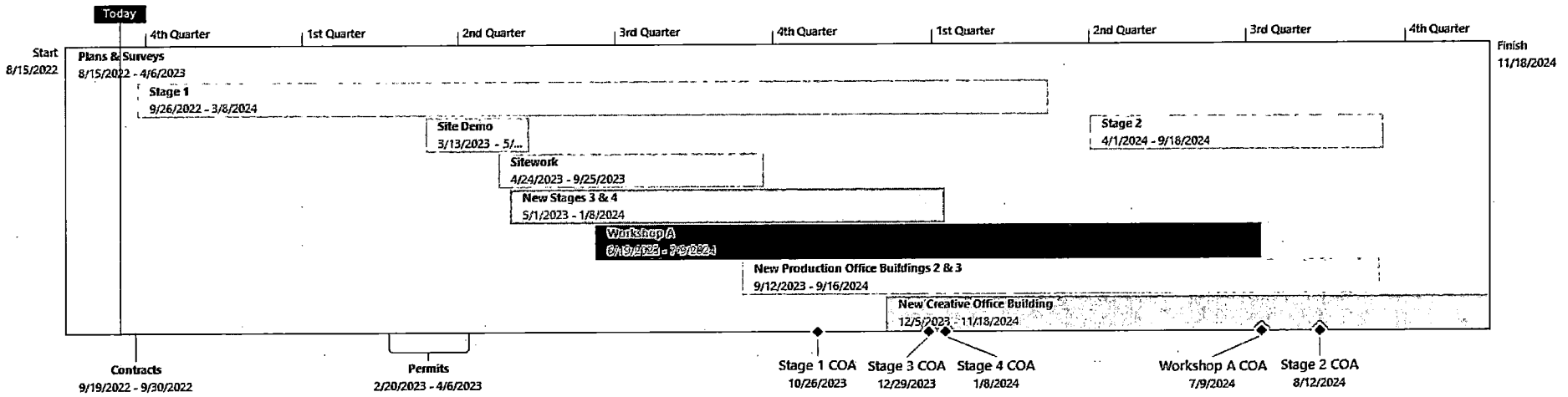
CASH FLOW

Cost	Remaining Cost
$25,326,489.00	$25,326,489.00



	Qtr 3, 2022	Qtr 4, 2022	Qtr 1, 2023	Qtr 2, 2023	Qtr 3, 2023	Qtr 4, 2023	Qtr 1, 2024	Qtr 2, 2024
Cost	$489,856.00	$349,250.00	$2,963,293.00	$5,362,070.00	$8,134,020.00	$7,042,000.00	$566,000.00	$420,000.00
Cumulative Cost	$489,856.00	$839,106.00	$3,802,399.00	$9,164,469.00	$17,298,489.00	$24,340,489.00	$24,906,489.00	$25,326,489.00

Name	Cost	Start	Unique ID
828 STUDIOS NM	$25,326,489.00	Mon 8/15/22	1
RENOVATION	$9,341,489.00	Mon 8/15/22	171
Contracts	$0.00	Mon 9/19/22	2
Plans & Surveys	$532,100.00	Mon 8/15/22	7
Permits	$103,500.00	Mon 2/20/23	312
Phase I Site Work	$1,858,393.00	Mon 3/13/23	17
Misc Construction Costs	$166,141.00	Mon 3/13/23	314
Soundstages	$4,743,605.00	Mon 9/26/22	68
Workshop A	$1,846,000.00	Mon 6/19/23	110
Production Office Buildings	$91,750.00	Tue 11/1/22	157
NEW CONSTRUCTION	$15,985,000.00	Mon 5/1/23	172
New Stages 3 & 4	$14,000,000.00	Mon 5/1/23	173
New Production Office Buildings 2 & 3	$1,280,000.00	Tue 9/12/23	298
New Creative Office Building	$640,000.00	Tue 12/5/23	141
Guard Shacks	$65,000.00	Tue 9/5/23	158

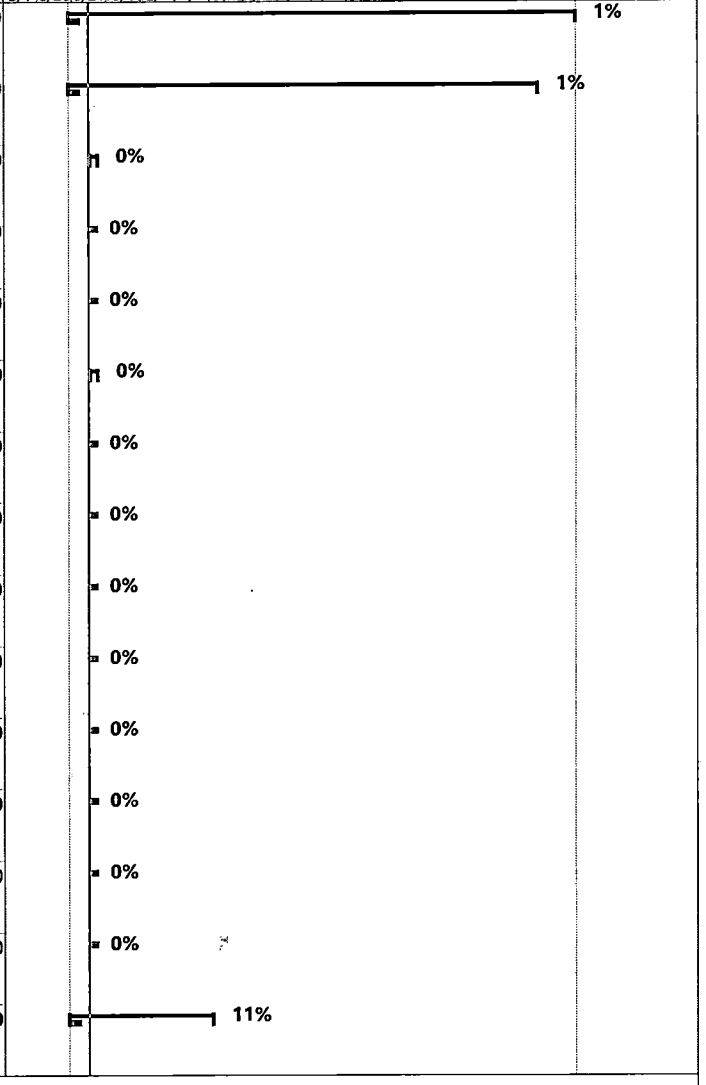


Project Timeline and Budgetary Estimates are derived from Highland Enterprises Inc. and Giant Entertainment & Management Inc. with supporting detail located in the appendix of this project summary.

Although preliminary in nature, the following schedule and associated costs are based on prior experience in respective fields. Even so, fixed costs can only be determined after full review of Construction Drawings, still to be developed.

828 Studios Redevelopment Schedule.mpp

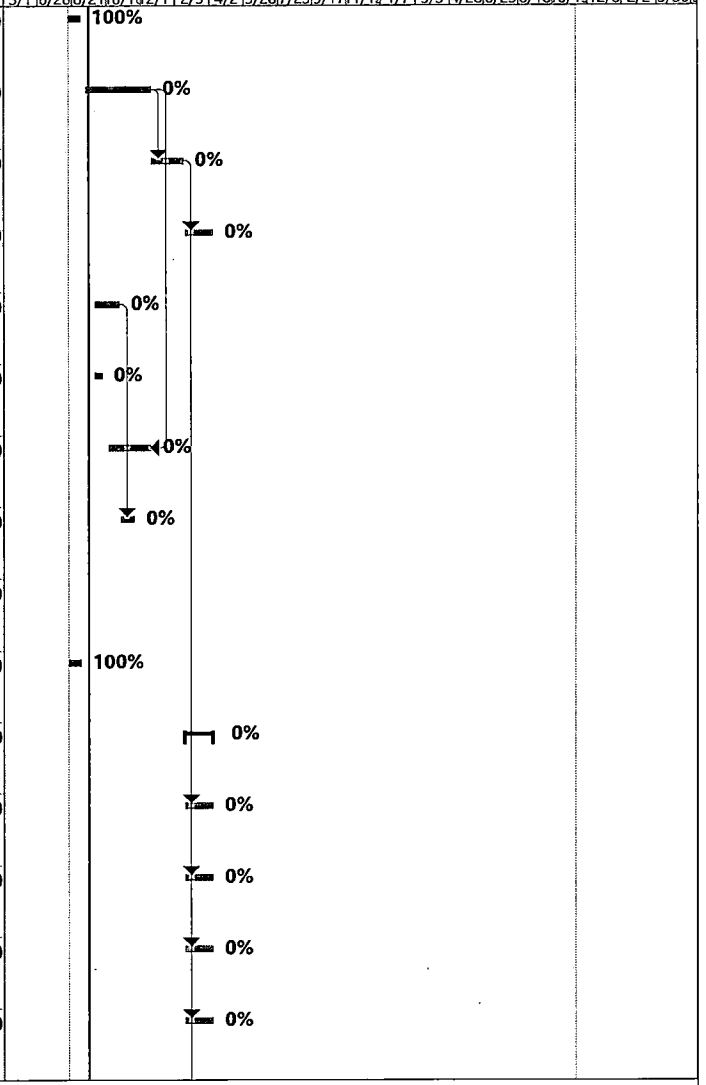
ID	Task Mode	Task Name	Duration	Start	Finish	Cost
1		**828 STUDIOS NM**	**578 days?**	**Mon 8/15/22**	**Mon 11/18/24**	**$25,326,489.00**
2		**RENOVATION**	**535 days?**	**Mon 8/15/22**	**Wed 9/18/24**	**$9,341,489.00**
3		**Contracts**	**10 days**	**Mon 9/19/22**	**Fri 9/30/22**	**$0.00**
4		General Contractor	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
5		Architectural	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
6		**Engineering**	**10 days**	**Mon 9/19/22**	**Fri 9/30/22**	**$0.00**
7		Mechanical	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
8		Electrical	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
9		Plumbing	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
10		Structural	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
11		Civil	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
12		Surveys	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
13		Geotech	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
14		Project Management	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
15		**Plans & Surveys**	**156 days?**	**Mon 8/15/22**	**Thu 4/6/23**	**$532,100.00**



Critical		Task Progress		Baseline		Summary		Inactive Task	
Critical Split		Manual Task		Baseline Split		Manual Summary		Inactive Milestone	◇
Critical Progress		Start-only	⊏	Baseline Milestone	◇	Project Summary		Inactive Summary	
Task		Finish-only	⊐	Milestone	◆	External Tasks		Deadline	⬇
Split		Duration-only		Summary Progress		External Milestone	◇		

828 Studios Redevelopment Schedule.mpp

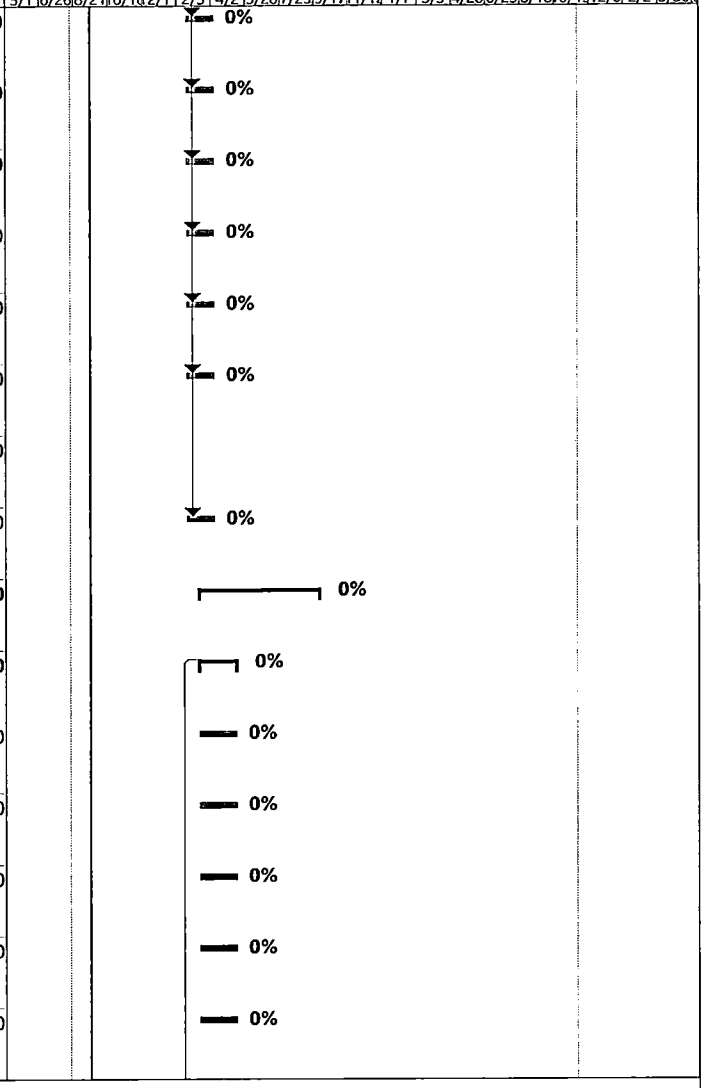
ID	Task Mode	Task Name	Duration	Start	Finish	Cost
16		Conceptual Site Plans	15 days	Mon 8/15/22	Fri 9/2/22	$0.00
17		DD Drawings	76 days	Mon 9/12/22	Mon 12/26/22	$257,500.00
18		Construction Drawings	39 days	Tue 12/27/22	Fri 2/17/23	$257,500.00
19		Demo Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
20		Geotechnical Survey	30 days	Mon 9/26/22	Fri 11/4/22	$8,000.00
21		Topographical Survey	10 days	Mon 9/26/22	Fri 10/7/22	$9,100.00
22		Stormwater Plans	41 days	Wed 10/19/22	Mon 12/26/22	$0.00
23		Materials testing	15 days	Mon 11/7/22	Tue 11/29/22	$0.00
24		Traffic Study				$0.00
25		Traffic Circulation Plan	15 days	Mon 8/15/22	Fri 9/2/22	$0.00
26		**Permits**	**34 days?**	**Mon 2/20/23**	**Thu 4/6/23**	**$103,500.00**
27		Grading Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
28		Underground Utilities Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
29		MEP Permits	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
30		Structural Building Plans/Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00



Critical	Task Progress	Baseline	Summary	Inactive Task
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone	

828 Studios Redevelopment Schedule.mpp

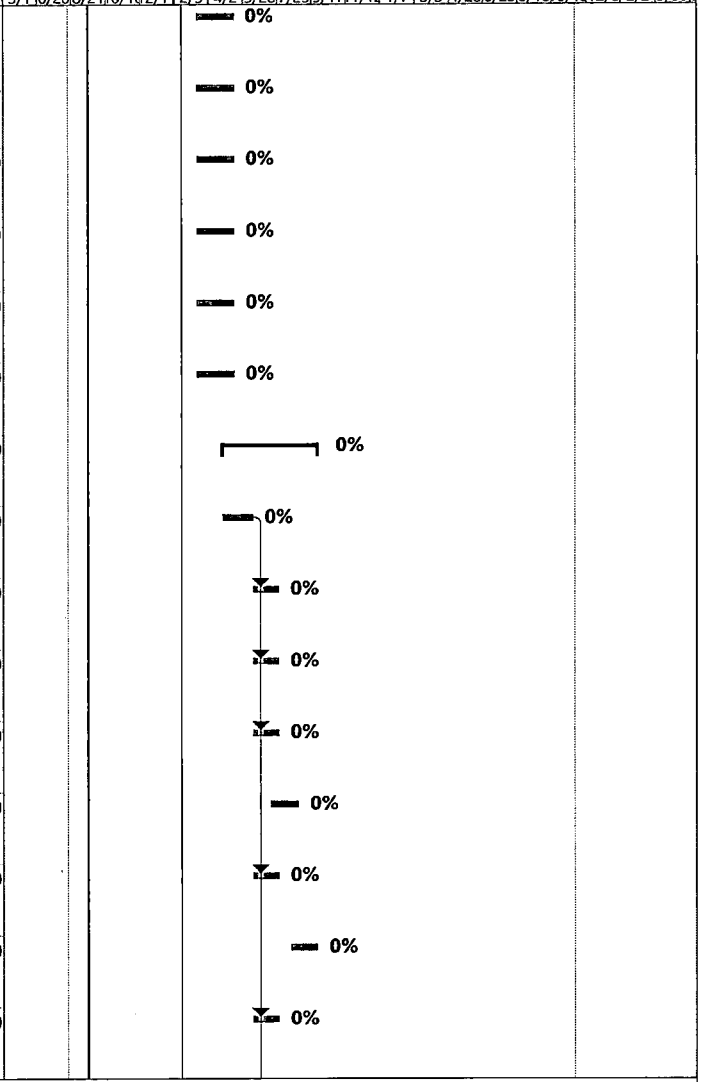
ID	Task Mode	Task Name	Duration	Start	Finish	Cost
31		Stormwater Retention Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
32		Landscaping Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
33		Fire Life Safety Permits	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
34		Stage 1 Renovation Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
35		Stage 2 Renovation Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
36		Workshop Renovation Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
37		Creative Office Building Permit				$0.00
38		Guard Shack Permits	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
39		**Phase I Site Work**	**141 days**	**Mon 3/13/23**	**Mon 9/25/23**	**$1,858,393.00**
40		**Site Demo**	**45 days**	**Mon 3/13/23**	**Fri 5/12/23**	**$390,403.00**
41		Tree removal	45 days	Mon 3/13/23	Fri 5/12/23	$52,096.00
42		Removal of volcanic rock to Phase 2	45 days	Mon 3/13/23	Fri 5/12/23	$166,000.00
43		Removal of tires	45 days	Mon 3/13/23	Fri 5/12/23	$1,500.00
44		Removal of trash and debris	45 days	Mon 3/13/23	Fri 5/12/23	$18,226.00
45		Removal of RV trailer	45 days	Mon 3/13/23	Fri 5/12/23	$2,700.00



Critical	Task Progress	Baseline	Summary	Inactive Task
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone	

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
46		Waste Removal; Stage 1	45 days	Mon 3/13/23	Fri 5/12/23	$8,650.00
47		Waste Removal; Stage 2	45 days	Mon 3/13/23	Fri 5/12/23	$37,100.00
48		Waste Removal WS-A	45 days	Mon 3/13/23	Fri 5/12/23	$30,000.00
49		Clean and expose RR Tracks	45 days	Mon 3/13/23	Fri 5/12/23	$22,601.00
50		Demolition - above grade concrete	45 days	Mon 3/13/23	Fri 5/12/23	$44,830.00
51		Demo Bagging Equip WS-A	45 days	Mon 3/13/23	Fri 5/12/23	$6,700.00
52		**Sitework**	**111 days**	**Mon 4/24/23**	**Mon 9/25/23**	**$1,467,990.00**
53		Rough Grading	36 days	Mon 4/24/23	Mon 6/12/23	$0.00
54		Access road to Stage 1 and Work Shop	30 days	Tue 6/13/23	Mon 7/24/23	$304,790.00
55		Asphalt Parking - Lot 4	30 days	Tue 6/13/23	Mon 7/24/23	$159,100.00
56		Asphalt Parking - Lot 5	30 days	Tue 6/13/23	Mon 7/24/23	$167,015.00
57		Asphalt Parking Work Shop	33 days	Wed 7/12/23	Fri 8/25/23	$96,144.00
58		Asphalt Parking - Lot 6	30 days	Tue 6/13/23	Mon 7/24/23	$172,715.00
59		Asphalt Parking - Stage 1 Lot	31 days	Mon 8/14/23	Mon 9/25/23	$83,328.00
60		Asphalt Parking - POB Lots 2&3	30 days	Tue 6/13/23	Mon 7/24/23	$119,900.00



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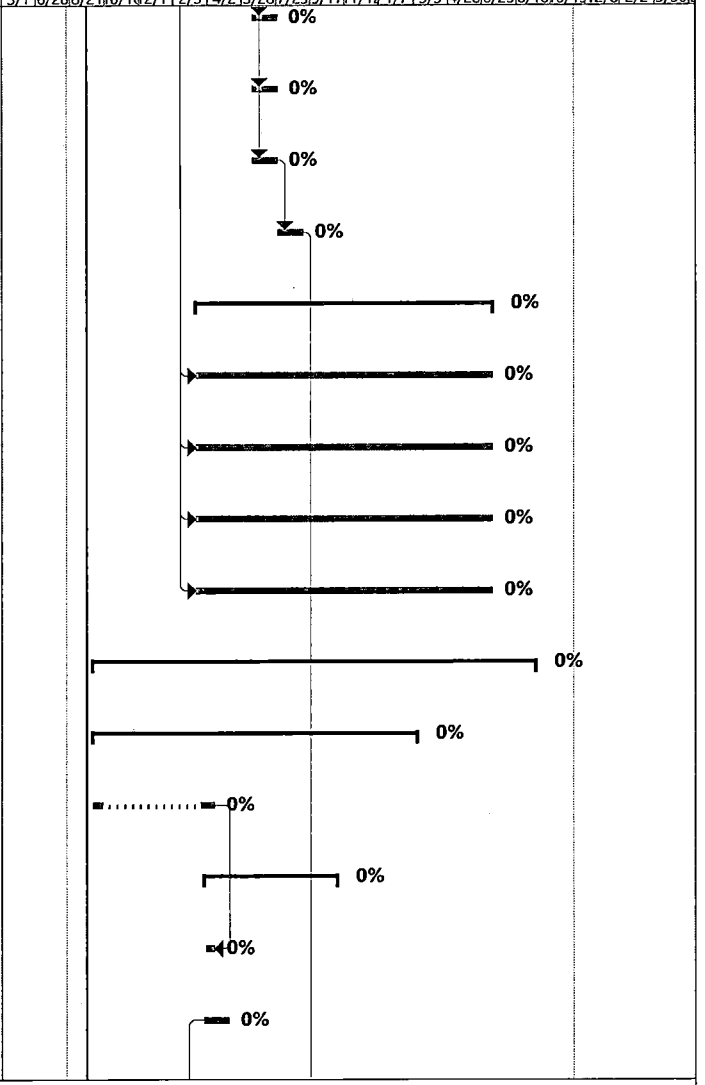
External Milestone
Inactive Task
Inactive Milestone
Inactive Summary
Deadline

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
61		Graveled area temp power plants	30 days	Tue 6/13/23	Mon 7/24/23	$33,250.00
62		Cantina Slab	30 days	Tue 6/13/23	Mon 7/24/23	$7,200.00
63		Underground Retention Ponds	30 days	Tue 6/13/23	Mon 7/24/23	$75,000.00
64		Landscape Phase 1 (12,000 SF)	30 days	Tue 7/25/23	Mon 9/4/23	$249,548.00
65		**Misc Construction Costs**	**347 days**	**Mon 3/13/23**	**Tue 7/9/24**	**$166,141.00**
66		Contractor Fee	347 days	Mon 3/13/23	Tue 7/9/24	$125,000.00
67		Temporary Facillities	347 days	Mon 3/13/23	Tue 7/9/24	$2,100.00
68		Temporary Utilities	347 days	Mon 3/13/23	Tue 7/9/24	$19,041.00
69		Builders Risk Insurance	347 days	Mon 3/13/23	Tue 7/9/24	$20,000.00
70		**Soundstages**	**505 days?**	**Mon 9/26/22**	**Wed 9/18/24**	**$4,743,605.00**
71		**Stage 1**	**367 days?**	**Mon 9/26/22**	**Fri 3/8/24**	**$4,323,605.00**
72		Remove and replace 9,000 SF of existing floor	30 days	Mon 9/26/22	Wed 4/12/23	$215,256.00
73		**Replace Roof & Walls**	**156 days**	**Mon 3/27/23**	**Mon 10/30/23**	**$2,303,249.00**
74		Add sub-framing as required	10 days	Thu 3/30/23	Wed 4/12/23	$0.00
75		Remove Sheeting	30 days	Mon 3/27/23	Fri 5/5/23	$0.00



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Critical Progress — Start-only — Baseline Milestone — Project Summary — Inactive Summary
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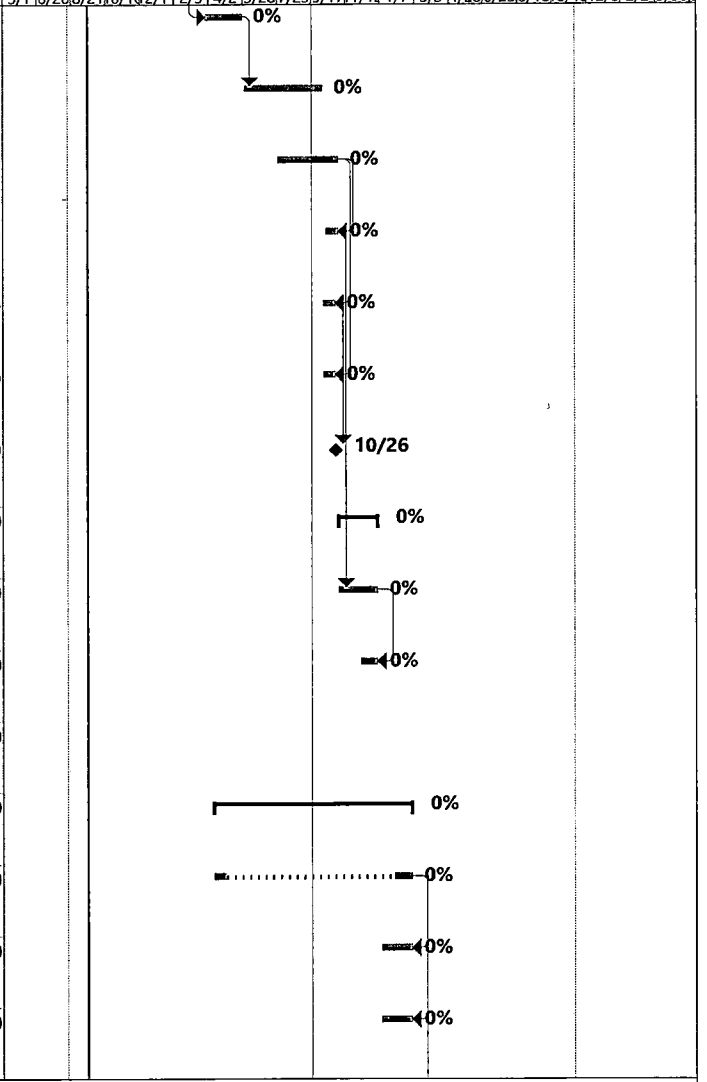
Split — Duration-only — Summary Progress — External Milestone

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
76		Modify Steel Structure (panel prep)	45 days	Mon 3/27/23	Fri 5/26/23	$0.00
77		Install 4 Kingspan Insulated panels	92 days	Tue 5/30/23	Wed 10/4/23	$0.00
78		Install 6 interior SIP panels	71 days	Mon 7/24/23	Mon 10/30/23	$0.00
79		Install Duct liner on roof and wall interior	15 days	Tue 10/10/23	Mon 10/30/23	$0.00
80		1 ea - 18' W x 12' H barn door	14 days	Fri 10/6/23	Wed 10/25/23	$0.00
81		3ea - Hollow metal man doors	14 days	Fri 10/6/23	Wed 10/25/23	$0.00
82		Stage 1 COA	1 day	Thu 10/26/23	Thu 10/26/23	$0.00
83		**Mechanical**	**46 days?**	**Tue 10/31/23**	**Tue 1/2/24**	**$624,000.00**
84		HVAC - 150 TNS heating and cooling	46 days	Tue 10/31/23	Tue 1/2/24	$624,000.00
85		Exhaust Fans	20 days	Wed 12/6/23	Tue 1/2/24	$0.00
86		Gas Line (Heating)				$0.00
87		**Electrical**	**232 days**	**Mon 4/10/23**	**Tue 2/27/24**	**$615,100.00**
88		750 KVA Transformer 900 amp, 480V 3P	36 days	Mon 4/10/23	Tue 2/27/24	$615,100.00
89		Main Panel	36 days	Tue 1/9/24	Tue 2/27/24	$0.00
90		Bull Switches	36 days	Tue 1/9/24	Tue 2/27/24	$0.00



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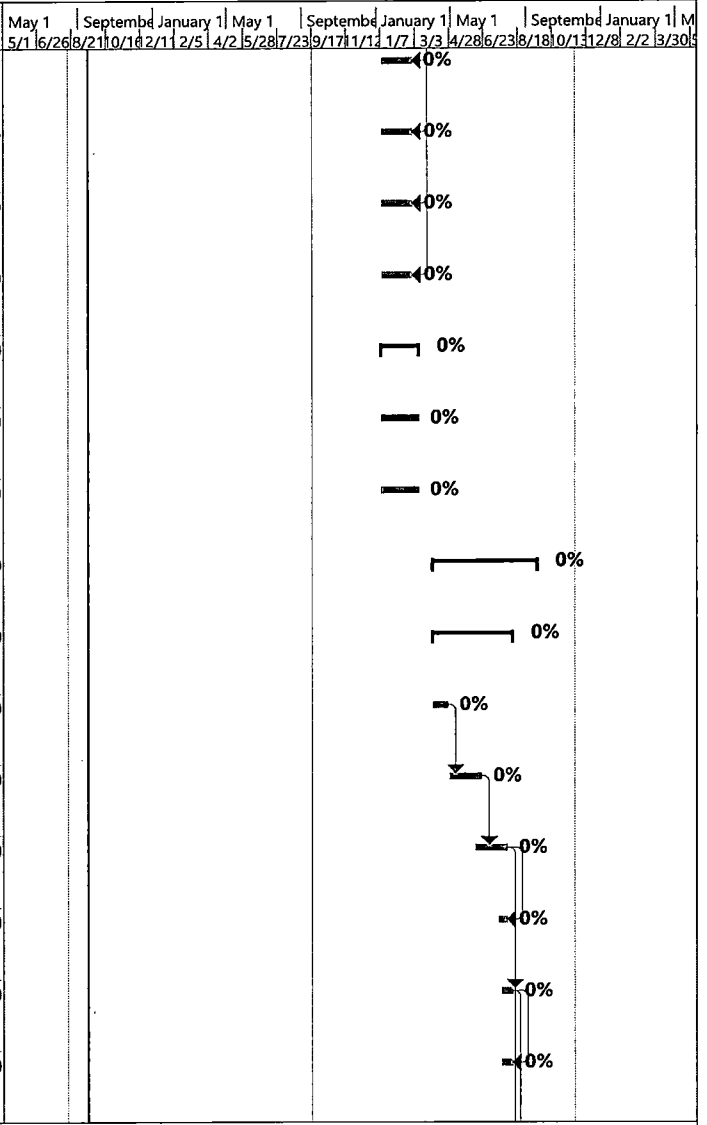
Split — Duration-only — Summary Progress — External Milestone

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
91		high bay lighting	36 days	Tue 1/9/24	Tue 2/27/24	$0.00
92		emergency lighting	36 days	Tue 1/9/24	Tue 2/27/24	$0.00
93		ingress/egress, exterior wall pack lighting	36 days	Tue 1/9/24	Tue 2/27/24	$0.00
94		general purpose 120V outlets through out	36 days	Tue 1/9/24	Tue 2/27/24	$0.00
95		**Plumbing**	**45 days**	**Mon 1/8/24**	**Fri 3/8/24**	**$566,000.00**
96		Install Waterline	45 days	Mon 1/8/24	Fri 3/8/24	$20,000.00
97		Fire Sprinkler system	45 days	Mon 1/8/24	Fri 3/8/24	$546,000.00
98		**Stage 2**	**123 days?**	**Mon 4/1/24**	**Wed 9/18/24**	**$420,000.00**
99		**Stage 2 Renovation**	**95 days**	**Mon 4/1/24**	**Fri 8/9/24**	**$420,000.00**
100		Remove Sheet Metal	19 days	Mon 4/1/24	Thu 4/25/24	$0.00
101		Install 4 Kingspan panels	38 days	Mon 4/29/24	Wed 6/19/24	$0.00
102		Install 6 SIP panels	38 days	Mon 6/10/24	Wed 7/31/24	$0.00
103		Install interior Duct liner	10 days	Thu 7/18/24	Wed 7/31/24	$0.00
104		1 ea - 16' W x 14' H Barn Door	14 days	Tue 7/23/24	Fri 8/9/24	$0.00
105		3ea - Hollow metal man doors	14 days	Tue 7/23/24	Fri 8/9/24	$0.00



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External Milestone
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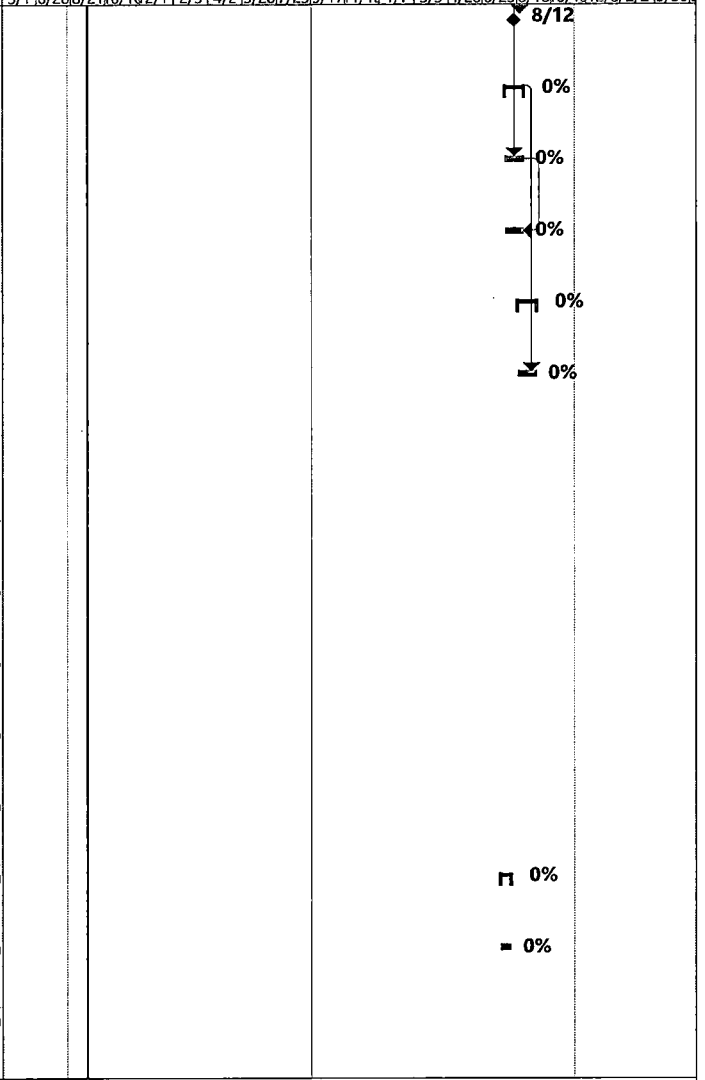
Inactive Milestone
Inactive Summary
Deadline

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
106		Stage 2 COA	1 day	Mon 8/12/24	Mon 8/12/24	$0.00
107		**Mechanical**	**23 days**	**Mon 7/29/24**	**Wed 8/28/24**	**$0.00**
108		HVAC - 20 TNS	23 days	Mon 7/29/24	Wed 8/28/24	$0.00
109		Exhaust fans	22 days	Tue 7/30/24	Wed 8/28/24	$0.00
110		**Electrical**	**23 days?**	**Mon 8/19/24**	**Wed 9/18/24**	**$0.00**
111		250 KVA Transformer	23 days	Mon 8/19/24	Wed 9/18/24	$0.00
112		Interior Main				$0.00
113		Bull Switches				$0.00
114		warehouse lighting				$0.00
115		emergency lighting ingress/ egress				$0.00
116		exterior wall pack lighting				$0.00
117		convenient outlets, 220V outlets				$0.00
118		**Plumbing**	**13 days?**	**Mon 7/22/24**	**Wed 8/7/24**	**$0.00**
119		Interior Water Lines/Sink	13 days	Mon 7/22/24	Wed 8/7/24	$0.00
120		Fire Sprinkler System				$0.00



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Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
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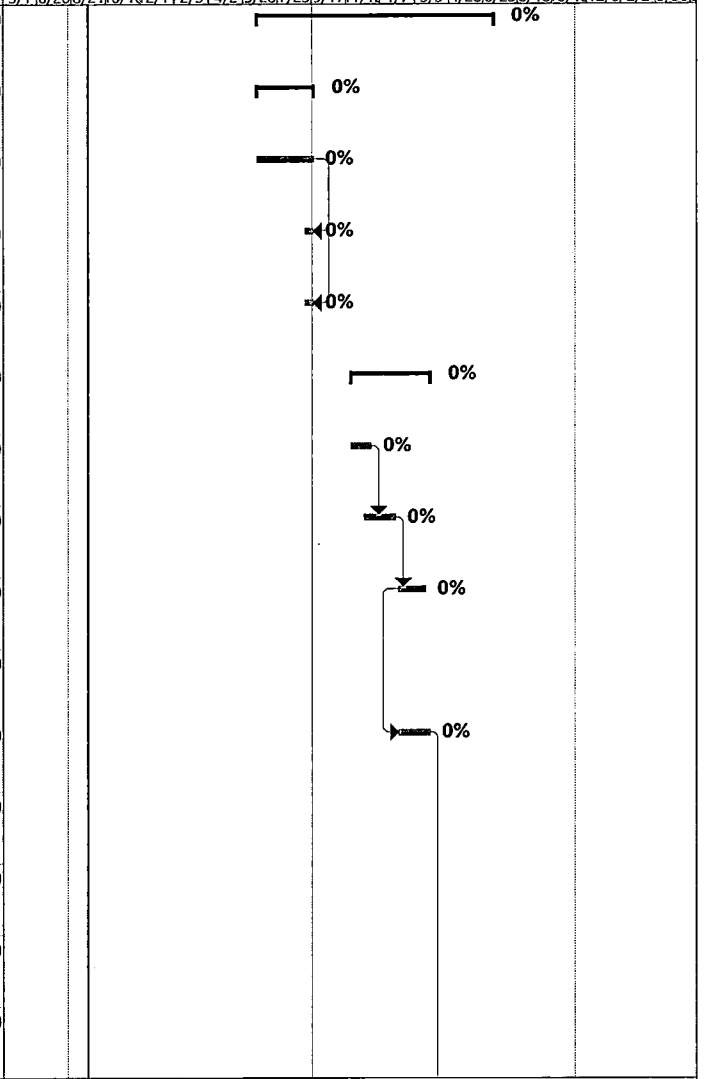
Split	Duration-only	Summary Progress	External Milestone

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
121		**Workshop A**	**277 days?**	**Mon 6/19/23**	**Tue 7/9/24**	**$1,846,000.00**
122		**2ea - Concrete Loading docks**	**67 days**	**Mon 6/19/23**	**Tue 9/19/23**	**$208,000.00**
123		concrete approach ramps	67 days	Mon 6/19/23	Tue 9/19/23	$208,000.00
124		hand railing	10 days	Wed 9/6/23	Tue 9/19/23	$0.00
125		dock levelers	10 days	Wed 9/6/23	Tue 9/19/23	$0.00
126		**Workshop A Renovation**	**93 days?**	**Mon 11/20/23**	**Wed 3/27/24**	**$1,638,000.00**
127		Remove existing roof and wall sheeting	25 days	Mon 11/20/23	Fri 12/22/23	$0.00
128		Modify Steel Structure (panel prep)	38 days	Mon 12/11/23	Wed 1/31/24	$0.00
129		Install PBR 26 ga roof sheets	33 days	Mon 2/5/24	Wed 3/20/24	$0.00
130		Install/replace sub-framing				$0.00
131		Install exterior OSB/SIP panels	38 days	Mon 2/5/24	Wed 3/27/24	$0.00
132		Install interior metal wall panels				$0.00
133		install under roof insulation				$0.00
134		Remove wood frame breezeway				$0.00
135		Add metal frame breezeway				$0.00



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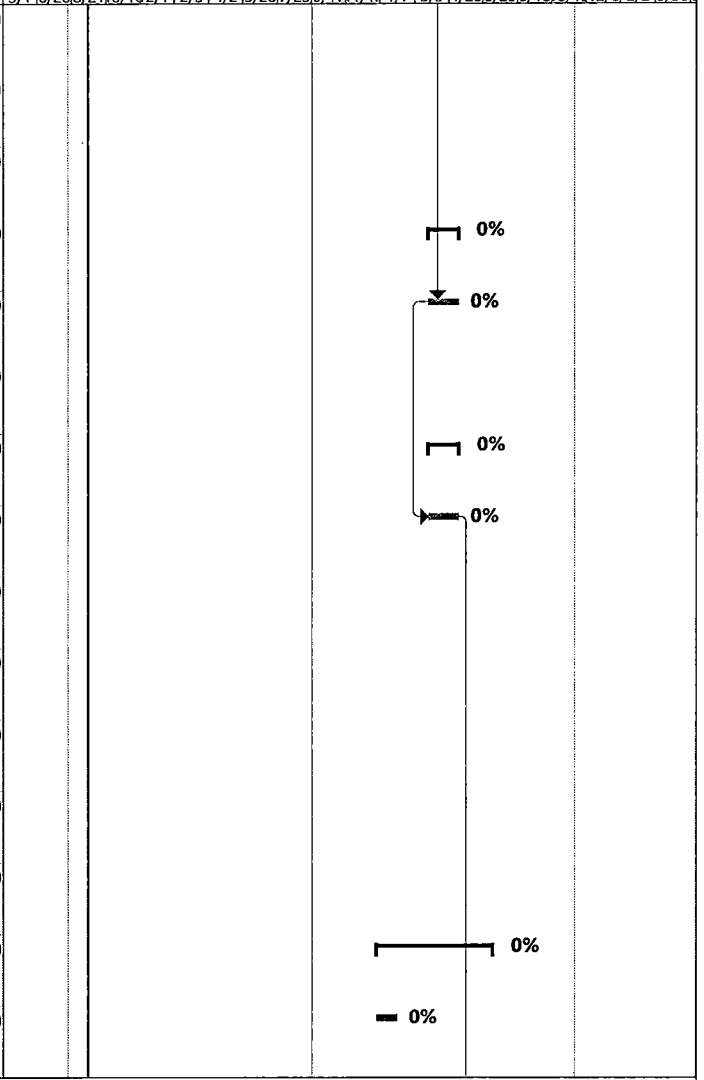
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
136		3ea demising walls in the building				$0.00
137		10 ea Exterior man doors				$0.00
138		6 ea 12' x 10' Overhead doors				$0.00
139		**Mechanical**	**36 days?**	**Mon 3/25/24**	**Mon 5/13/24**	**$0.00**
140		HVAC - 75 TNS	36 days	Mon 3/25/24	Mon 5/13/24	$0.00
141		Gas (Heating)				$0.00
142		**Electrical**	**36 days?**	**Mon 3/25/24**	**Mon 5/13/24**	**$0.00**
143		Transformer (TBD)	36 days	Mon 3/25/24	Mon 5/13/24	$0.00
144		Interior Electrical Panels				$0.00
145		220V convenience power				$0.00
146		Warehouse lighting				$0.00
147		Emergency lighting ingress/egress				$0.00
148		Exterior lighting				$0.00
149		**Plumbing**	**136 days**	**Mon 1/1/24**	**Mon 7/8/24**	**$0.00**
150		Restrooms	25 days	Mon 1/1/24	Fri 2/2/24	$0.00



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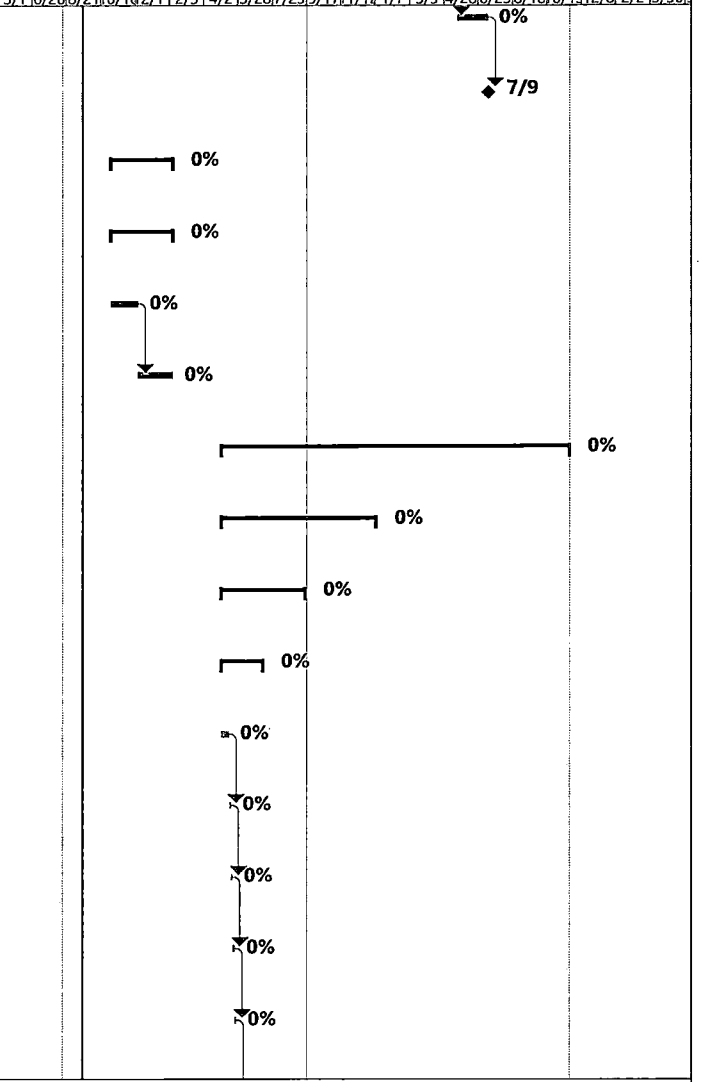
Split — Duration-only — Summary Progress — External Milestone

828 Studios Redevelopment Schedule.mpp

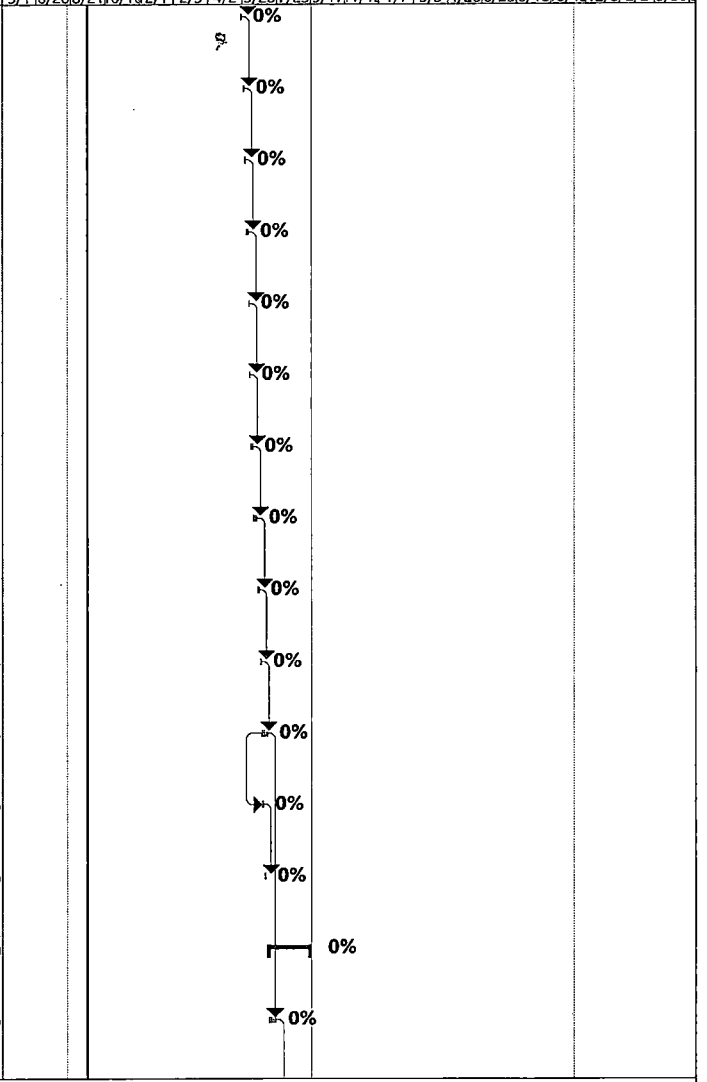
ID	Task Mode	Task Name	Duration	Start	Finish	Cost
151		Fire sprinkler system	36 days	Mon 5/20/24	Mon 7/8/24	$0.00
152		Workshop A COA	1 day	Tue 7/9/24	Tue 7/9/24	$0.00
153		**Production Office Buildings**	**60 days**	**Tue 11/1/22**	**Thu 2/9/23**	**$91,750.00**
154		**POB 1**	**60 days**	**Tue 11/1/22**	**Thu 2/9/23**	**$91,750.00**
155		Exterior T.I. (TBD)	30 days	Tue 11/1/22	Wed 12/14/22	$45,875.00
156		Interior T.I. (TBD)	30 days	Thu 12/15/22	Thu 2/9/23	$45,875.00
157		**NEW CONSTRUCTION**	**406 days**	**Mon 5/1/23**	**Mon 11/18/24**	**$15,985,000.00**
158		**New Stages 3 & 4**	**181 days**	**Mon 5/1/23**	**Mon 1/8/24**	**$14,000,000.00**
159		**Stage Structural Assembly**	**99 days**	**Mon 5/1/23**	**Thu 9/14/23**	**$7,000,000.00**
160		**Stage 3 Structural Assembly**	**50 days**	**Mon 5/1/23**	**Fri 7/7/23**	**$3,500,000.00**
161		Base Plates	10 days	Mon 5/1/23	Fri 5/12/23	$0.00
162		Prep Modules 1-3	2 days	Mon 5/15/23	Tue 5/16/23	$0.00
163		Assembly Module 1	2 days	Wed 5/17/23	Thu 5/18/23	$0.00
164		Assembly Module 2	2 days	Fri 5/19/23	Mon 5/22/23	$0.00
165		Assembly Module 3	2 days	Tue 5/23/23	Wed 5/24/23	$0.00



Critical	Task Progress	Baseline	Summary	Inactive Task
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone	

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
166		Prep Modules 4-5	2 days	Thu 5/25/23	Fri 5/26/23	$0.00
167		Assembly Module 4	2 days	Mon 5/29/23	Tue 5/30/23	$0.00
168		Assembly Module 5	2 days	Wed 5/31/23	Thu 6/1/23	$0.00
169		Assembly Single Frame	3 days	Fri 6/2/23	Tue 6/6/23	$0.00
170		Pulling Roof Module 1-5	1 day	Wed 6/7/23	Wed 6/7/23	$0.00
171		Stage 3 Module Lift	1 day	Thu 6/8/23	Thu 6/8/23	$0.00
172		Purlins, Cables, Braces	3 days	Fri 6/9/23	Tue 6/13/23	$0.00
173		Roof & Insulation & Tension Bars	5 days	Wed 6/14/23	Tue 6/20/23	$0.00
174		Gable End	3 days	Wed 6/21/23	Fri 6/23/23	$0.00
175		Gable Leg Sections	2 days	Mon 6/26/23	Tue 6/27/23	$0.00
176		Wall Panel Installation	8 days	Wed 6/28/23	Fri 7/7/23	$0.00
177		Corners & Gutters	3 days	Wed 6/28/23	Fri 6/30/23	$0.00
178		Weather Sealing	2 days	Mon 7/3/23	Tue 7/4/23	$0.00
179		**Stage 4 Structural Assembly**	**49 days**	**Mon 7/10/23**	**Thu 9/14/23**	**$3,500,000.00**
180		Base Plates	10 days	Mon 7/10/23	Fri 7/21/23	$0.00



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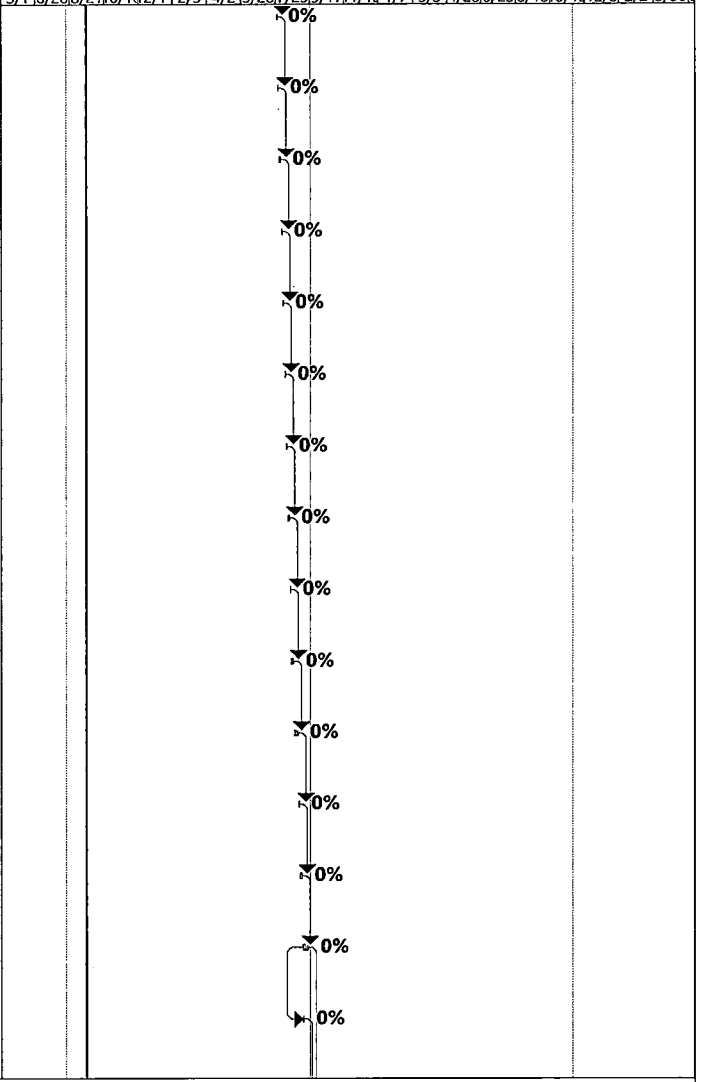
Split — Duration-only — Summary Progress — External Milestone

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
181		Prep modules 1-3	2 days	Mon 7/24/23	Tue 7/25/23	$0.00
182		Assembly Module 1	2 days	Wed 7/26/23	Thu 7/27/23	$0.00
183		Assembly Module 2	2 days	Fri 7/28/23	Mon 7/31/23	$0.00
184		Assembly Module 3	2 days	Tue 8/1/23	Wed 8/2/23	$0.00
185		Prep Modules 4-5	2 days	Thu 8/3/23	Fri 8/4/23	$0.00
186		Assembly Module 4	2 days	Mon 8/7/23	Tue 8/8/23	$0.00
187		Assembly module 5	2 days	Wed 8/9/23	Thu 8/10/23	$0.00
188		Pulling Roof Module 1-5	2 days	Fri 8/11/23	Mon 8/14/23	$0.00
189		Stage 4 Module Lift	2 days	Tue 8/15/23	Wed 8/16/23	$0.00
190		Purlins, Cables, Braces	3 days	Thu 8/17/23	Mon 8/21/23	$0.00
191		Roof Insulation & Tension Bars	5 days	Tue 8/22/23	Mon 8/28/23	$0.00
192		Gable Leg Sections	2 days	Tue 8/29/23	Wed 8/30/23	$0.00
193		Gable End	3 days	Thu 8/31/23	Mon 9/4/23	$0.00
194		Wall Panel Installation	8 days	Tue 9/5/23	Thu 9/14/23	$0.00
195		Corners & Gutters	3 days	Tue 9/5/23	Thu 9/7/23	$0.00



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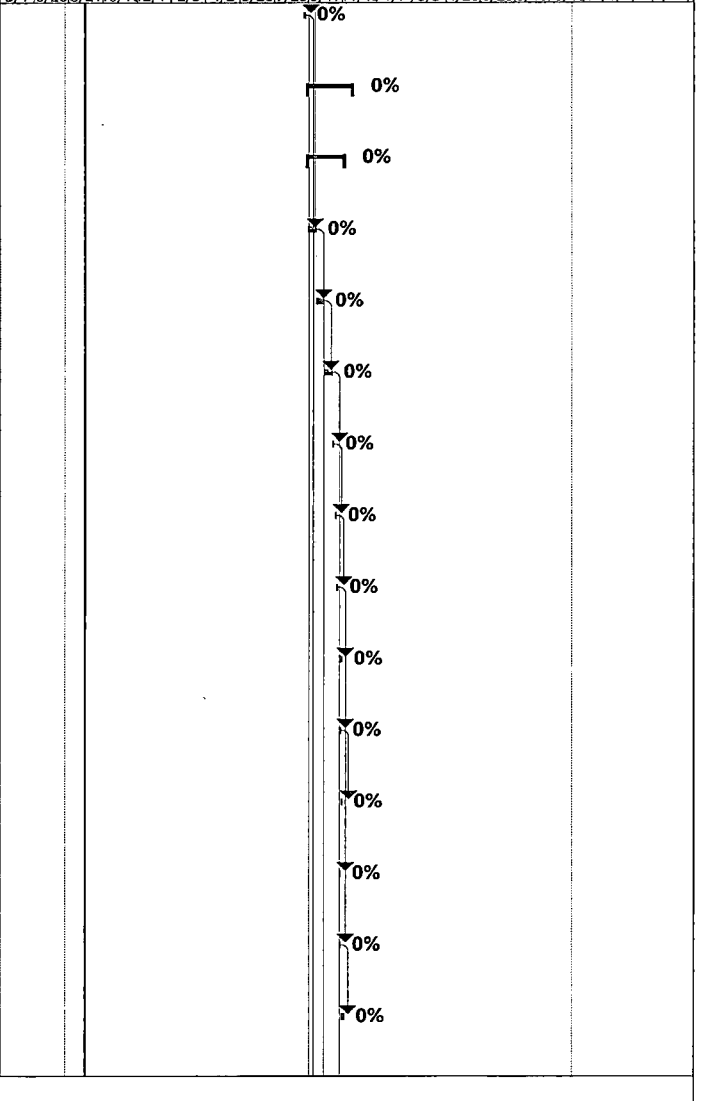
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
196		Weather Sealing	2 days	Fri 9/8/23	Mon 9/11/23	$0.00
197		**Stage Interior**	**52 days**	**Fri 9/15/23**	**Mon 11/27/23**	**$3,500,000.00**
198		**Stage 3 Interior**	**42 days**	**Fri 9/15/23**	**Mon 11/13/23**	**$1,750,000.00**
199		Stage 3 Flooring	10 days	Fri 9/15/23	Thu 9/28/23	$0.00
200		Stage 3 Plywood	8 days	Fri 9/29/23	Tue 10/10/23	$0.00
201		Acoustic Wall Liner	10 days	Wed 10/11/23	Tue 10/24/23	$0.00
202		Staircases & Emergency Exit Ladders	3 days	Wed 10/25/23	Fri 10/27/23	$0.00
203		Rat Holes	2 days	Mon 10/30/23	Tue 10/31/23	$0.00
204		Elephant Door	3 days	Wed 11/1/23	Fri 11/3/23	$0.00
205		Airlock Vestibules	5 days	Mon 11/6/23	Fri 11/10/23	$0.00
206		Personnel Doors (Exterior)	3 days	Mon 11/6/23	Wed 11/8/23	$0.00
207		Cable Port Guillotines	2 days	Thu 11/9/23	Fri 11/10/23	$0.00
208		Elephant Door Balustrades	2 days	Mon 11/6/23	Tue 11/7/23	$0.00
209		Handrails	2 days	Mon 11/6/23	Tue 11/7/23	$0.00
210		Stage 3 Floor Painting	4 days	Wed 11/8/23	Mon 11/13/23	$0.00



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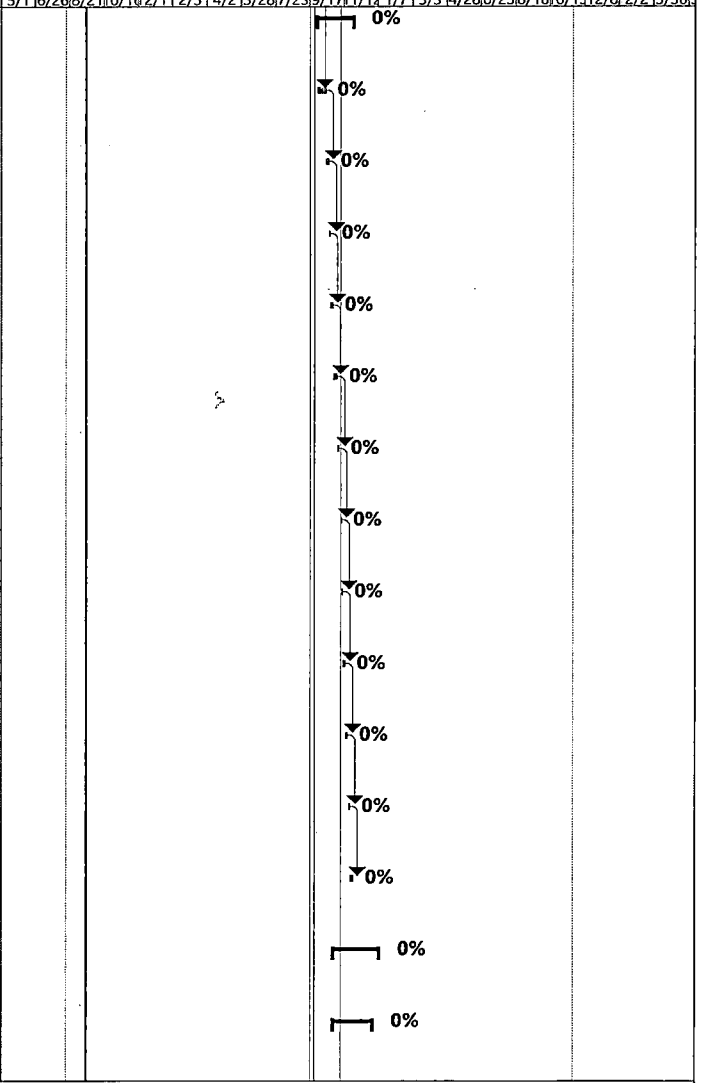
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
211		**Stage 4 Interior**	**42 days**	**Fri 9/29/23**	**Mon 11/27/23**	**$1,750,000.00**
212		Stage 4 Flooring	10 days	Fri 9/29/23	Thu 10/12/23	$0.00
213		Stage 4 Plywood	3 days	Fri 10/13/23	Tue 10/17/23	$0.00
214		Acoustic Wall Liner	2 days	Wed 10/18/23	Thu 10/19/23	$0.00
215		Staircases & Emergency Exit Ladders	3 days	Fri 10/20/23	Tue 10/24/23	$0.00
216		Rat Holes	5 days	Wed 10/25/23	Tue 10/31/23	$0.00
217		Elephant Door	3 days	Wed 11/1/23	Fri 11/3/23	$0.00
218		Airlock Vestibules	2 days	Mon 11/6/23	Tue 11/7/23	$0.00
219		Personnel Doors (Exterior)	2 days	Wed 11/8/23	Thu 11/9/23	$0.00
220		Cable Port Guillotines	2 days	Fri 11/10/23	Mon 11/13/23	$0.00
221		Elephant Door Balustrades	4 days	Tue 11/14/23	Fri 11/17/23	$0.00
222		Handrails	2 days	Mon 11/20/23	Tue 11/21/23	$0.00
223		Stage 4 Floor Painting	4 days	Wed 11/22/23	Mon 11/27/23	$0.00
224		**Stage Fit Out**	**54 days**	**Wed 10/25/23**	**Mon 1/8/24**	**$3,500,000.00**
225		**Stage 3 Fit Out**	**47 days**	**Wed 10/25/23**	**Thu 12/28/23**	**$1,750,000.00**



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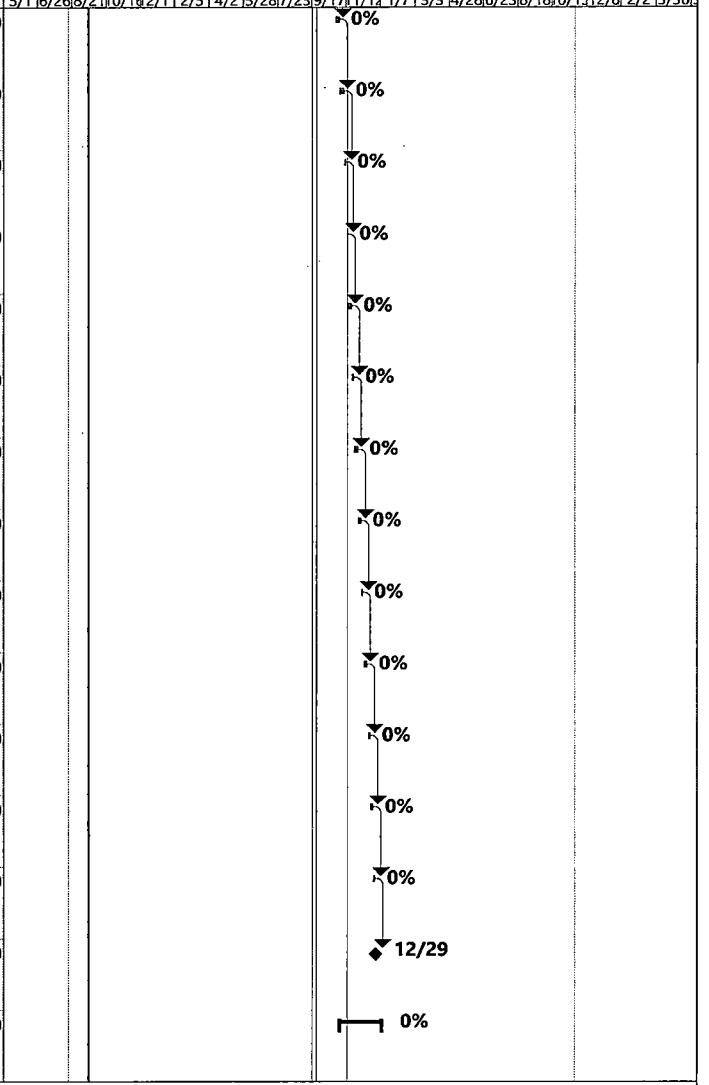
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
226		House Lighting	5 days	Wed 10/25/23	Tue 10/31/23	$0.00
227		Bull Switches	5 days	Wed 11/1/23	Tue 11/7/23	$0.00
228		Heating Control	3 days	Wed 11/8/23	Fri 11/10/23	$0.00
229		Signage	1 day	Mon 11/13/23	Mon 11/13/23	$0.00
230		Electrical Infrastructure	5 days	Tue 11/14/23	Mon 11/20/23	$0.00
231		MV Cable Trench/Duct Installation	3 days	Tue 11/21/23	Thu 11/23/23	$0.00
232		Transformer Pad	5 days	Fri 11/24/23	Thu 11/30/23	$0.00
233		Transformer Installation	3 days	Fri 12/1/23	Tue 12/5/23	$0.00
234		MV Electrical Connection/Installation	3 days	Wed 12/6/23	Fri 12/8/23	$0.00
235		HVAC Installation	5 days	Mon 12/11/23	Fri 12/15/23	$0.00
236		Fire Detection System	3 days	Mon 12/18/23	Wed 12/20/23	$0.00
237		Red Light & Bell	3 days	Thu 12/21/23	Mon 12/25/23	$0.00
238		Mesh Installation	3 days	Tue 12/26/23	Thu 12/28/23	$0.00
239		Stage 3 COA	1 day	Fri 12/29/23	Fri 12/29/23	$0.00
240		**Stage 4 Fit Out**	**49 days**	**Wed 11/1/23**	**Mon 1/8/24**	**$1,750,000.00**



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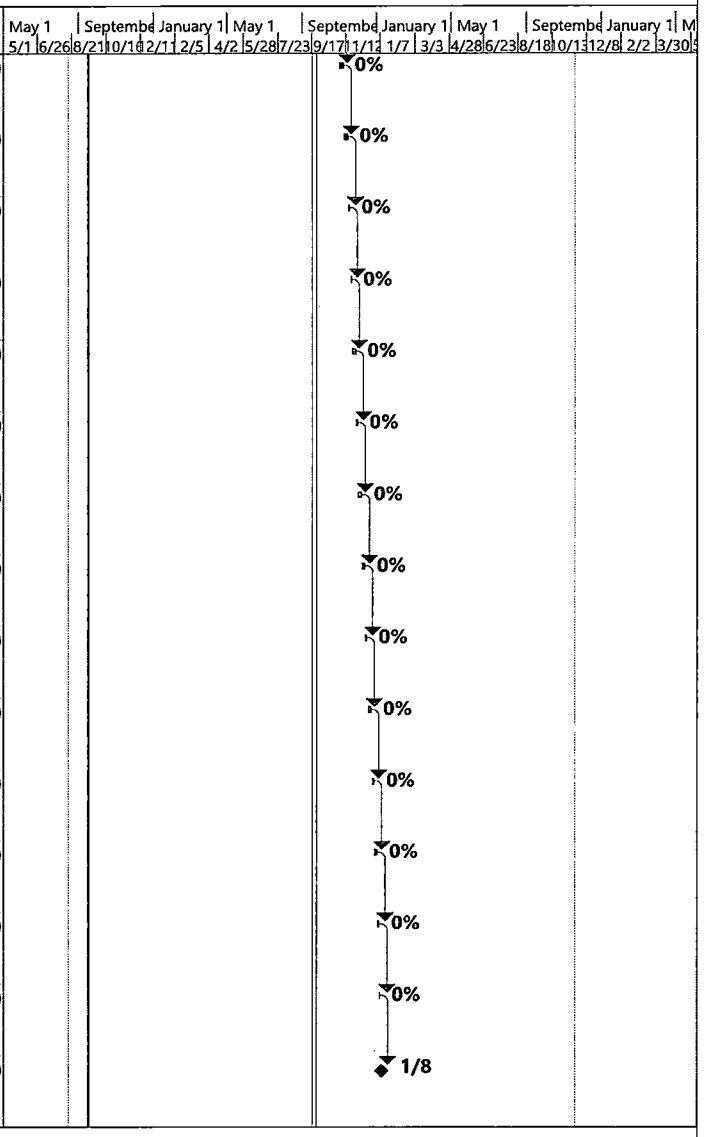
828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
241		House Lighting	5 days	Wed 11/1/23	Tue 11/7/23	$0.00
242		Bull Switches	5 days	Wed 11/8/23	Tue 11/14/23	$0.00
243		Heating Control	3 days	Wed 11/15/23	Fri 11/17/23	$0.00
244		Signage	1 day	Mon 11/20/23	Mon 11/20/23	$0.00
245		Electrical Infrastructure	5 days	Tue 11/21/23	Mon 11/27/23	$0.00
246		MV Cable Trench/Duct Installation	3 days	Tue 11/28/23	Thu 11/30/23	$0.00
247		Transformer Pad	5 days	Fri 12/1/23	Thu 12/7/23	$0.00
248		Transformer Installation	3 days	Fri 12/8/23	Tue 12/12/23	$0.00
249		MV Electrical Connection/Installation	3 days	Wed 12/13/23	Fri 12/15/23	$0.00
250		HVAC Installation	5 days	Mon 12/18/23	Fri 12/22/23	$0.00
251		Fire Detection System	3 days	Mon 12/25/23	Wed 12/27/23	$0.00
252		Red Light & Bell	3 days	Thu 12/28/23	Mon 1/1/24	$0.00
253		Mesh Installation	3 days	Tue 1/2/24	Thu 1/4/24	$0.00
254		Mesh Installation	1 day	Fri 1/5/24	Fri 1/5/24	$0.00
255		Stage 4 COA	1 day	Mon 1/8/24	Mon 1/8/24	$0.00



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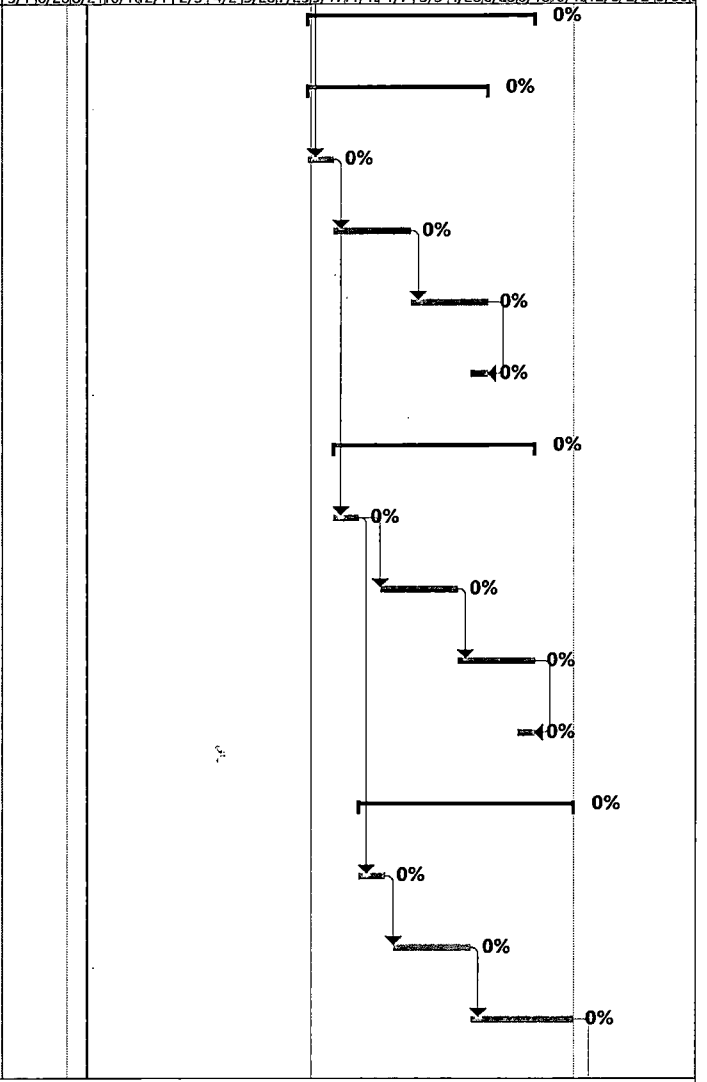
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone	

828 Studios Redevelopment Schedule.mpp

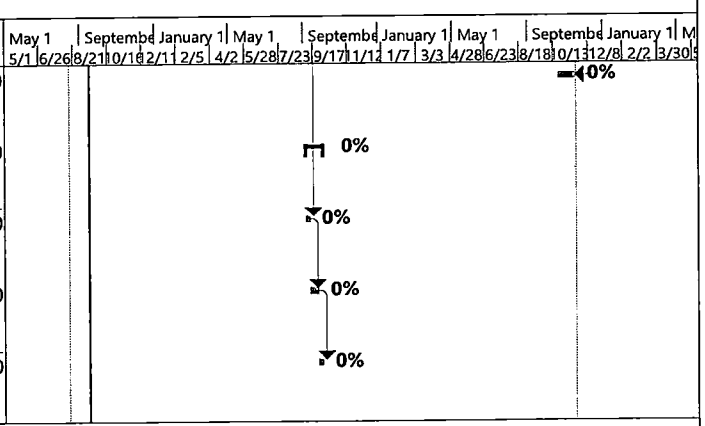
ID	Task Mode	Task Name	Duration	Start	Finish	Cost
256		**New Production Office Buildings 2 & 3**	**265 days**	**Tue 9/12/23**	**Mon 9/16/24**	**$1,280,000.00**
257		**POB 2**	**210 days**	**Tue 9/12/23**	**Mon 7/1/24**	**$640,000.00**
258		Floorplans (TBD)	30 days	Tue 9/12/23	Mon 10/23/23	$0.00
259		MEP (TBD)	90 days	Tue 10/24/23	Mon 2/26/24	$0.00
260		Construction (TBD)	90 days	Tue 2/27/24	Mon 7/1/24	$0.00
261		IT / Telco	20 days	Tue 6/4/24	Mon 7/1/24	$0.00
262		**POB 3**	**235 days**	**Tue 10/24/23**	**Mon 9/16/24**	**$640,000.00**
263		Floorplans (TBD)	30 days	Tue 10/24/23	Mon 12/4/23	$0.00
264		MEP (TBD)	90 days	Tue 1/9/24	Mon 5/13/24	$0.00
265		Construction (TBD)	90 days	Tue 5/14/24	Mon 9/16/24	$0.00
266		IT / Telco	20 days	Tue 8/20/24	Mon 9/16/24	$0.00
267		**New Creative Office Building**	**250 days**	**Tue 12/5/23**	**Mon 11/18/24**	**$640,000.00**
268		Floorplans (TBD)	30 days	Tue 12/5/23	Mon 1/15/24	$0.00
269		MEP (TBD)	90 days	Tue 1/30/24	Mon 6/3/24	$0.00
270		Construction (TBD)	120 days	Tue 6/4/24	Mon 11/18/24	$0.00



Critical		Task Progress		Baseline		Summary		Inactive Task	
Critical Split		Manual Task		Baseline Split		Manual Summary		Inactive Milestone	◇
Critical Progress		Start-only	⊏	Baseline Milestone	◇	Project Summary		Inactive Summary	
Task		Finish-only	⊐	Milestone	◆	External Tasks		Deadline	⬇
Split		Duration-only		Summary Progress		External Milestone	◇		

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
271		IT / Telco	20 days	Tue 10/22/24	Mon 11/18/24	$0.00
272		**Guard Shacks**	**20 days**	**Tue 9/5/23**	**Mon 10/2/23**	**$65,000.00**
273		Floorplans	5 days	Tue 9/5/23	Mon 9/11/23	$0.00
274		MEP	10 days	Tue 9/12/23	Mon 9/25/23	$0.00
275		Construction	5 days	Tue 9/26/23	Mon 10/2/23	$65,000.00



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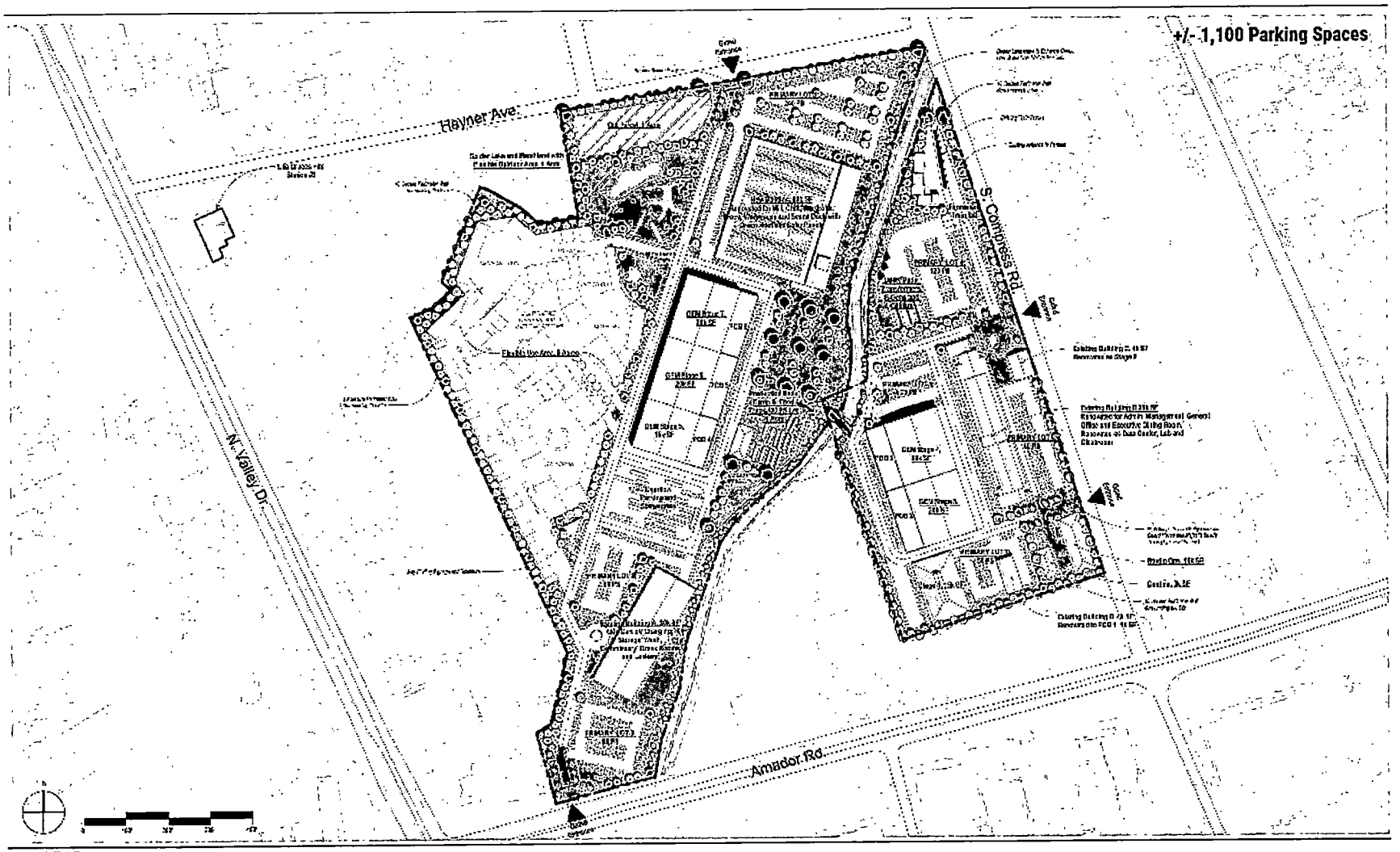
16 Conceptual Site Plans

CONCEPTUAL SITE PLAN



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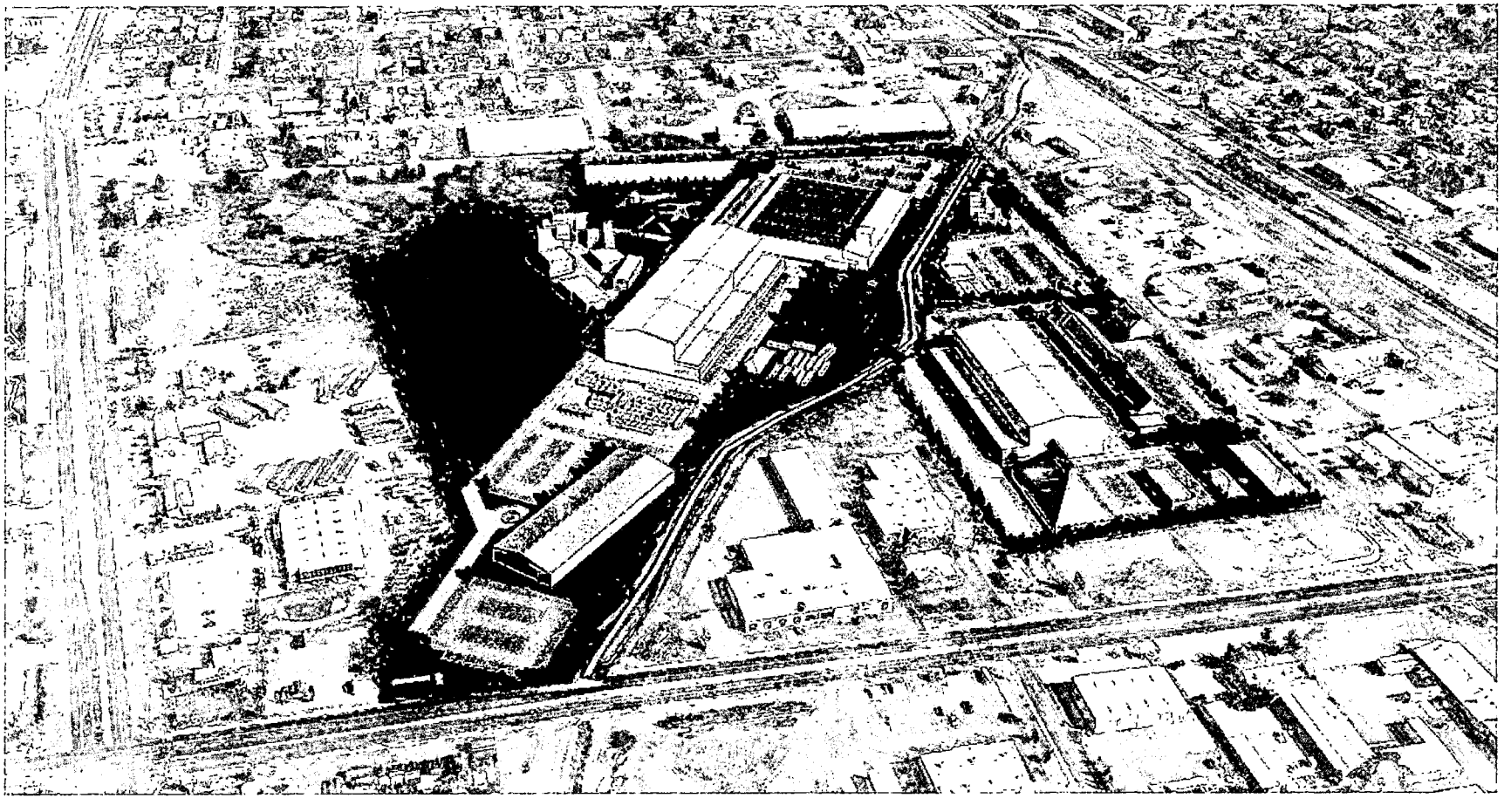
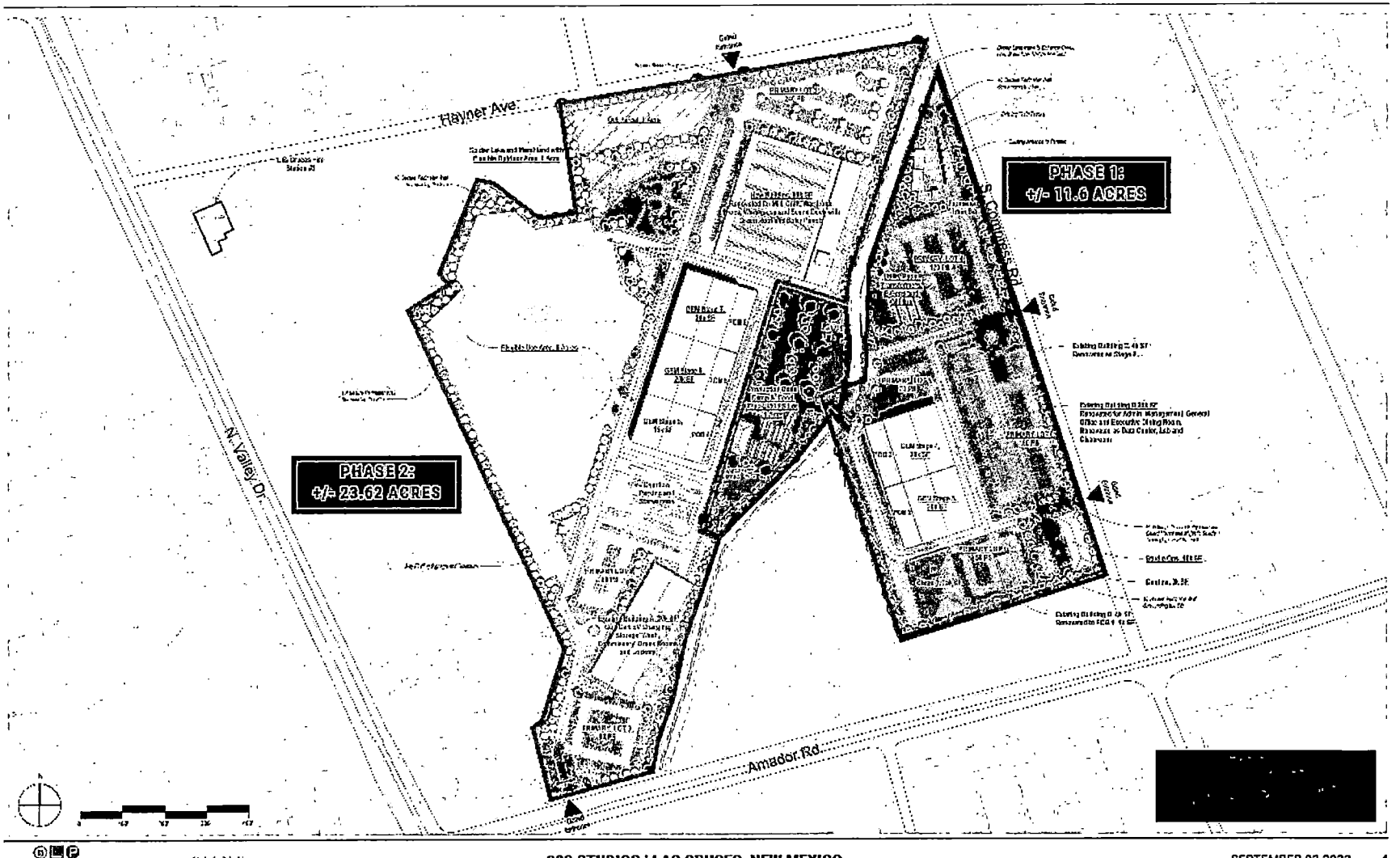
SEPTEMBER 02 2022 2

CONCEPTUAL PERSPECTIVE



PHASING PLAN



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SEPTEMBER 02 2022 4

18 Construction Drawings

Placeholder pending architect agreement & scope.

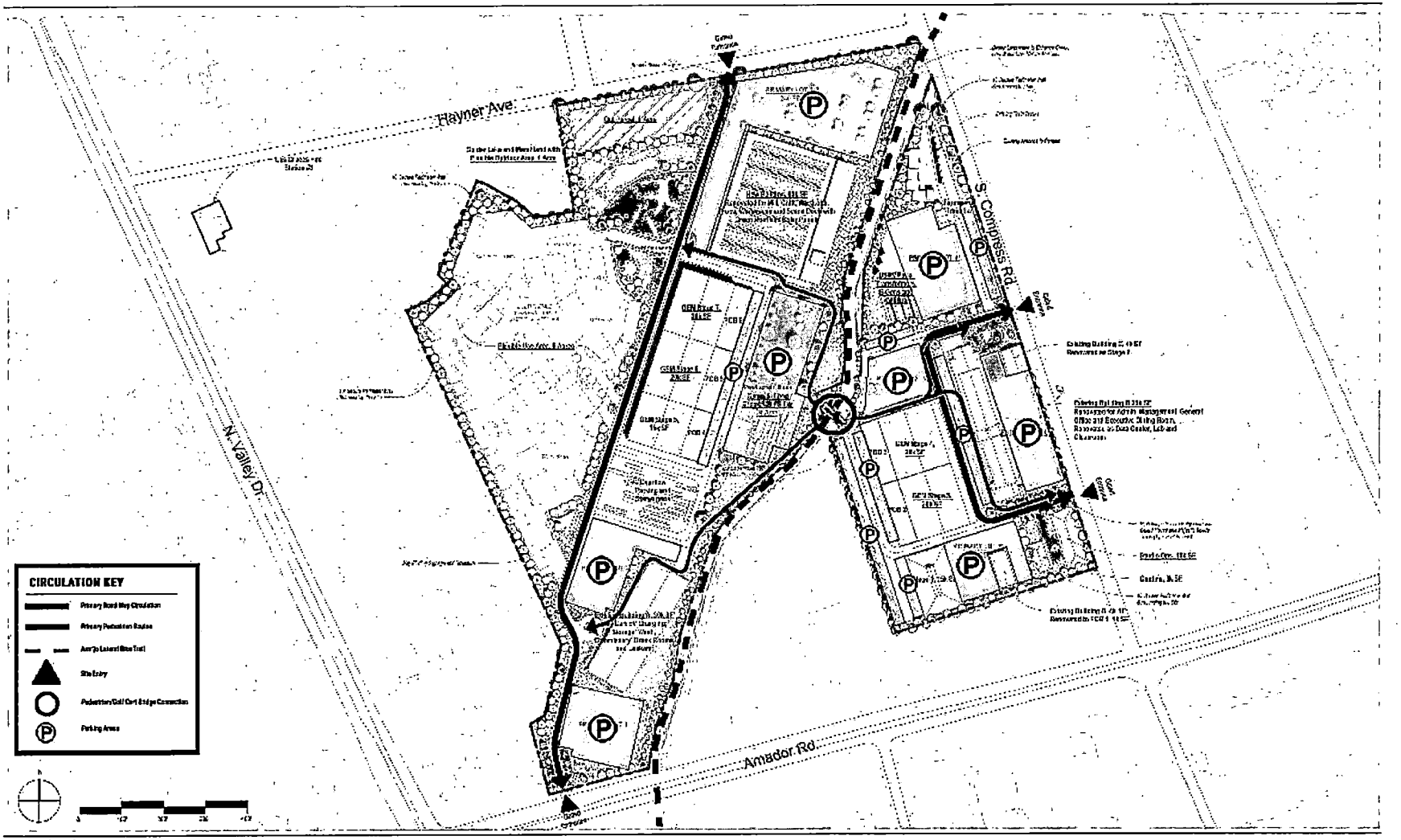
Confirmation needed from GC re: 70 days ending 1/27/23 (Currently showning 70 days from 9/26/22 at a 5 day work week with two days off for Thanksgiving and two weeks off for Christmas/New Years)

19 Demo Permit

Confirm if demo permit can be obtained prior to completion of DD's.

25 Traffic Circulation Plan

CIRCULATION PLAN



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GIANT ENTERTAINMENT MANAGEMENT INC.

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SEPTEMBER 02 2022 3

26 Permits

Permit cost based on Highland Enterprises summarized estimate and not yet broken out by category.

27 Grading Permit

All permits, starting with grading, reflected in a 30 day window after completion of CD's

82 Stage 1 COA
Stage 1 Certificate Of Occupancy placeholder pending confirmation.

88 750 KVA Transformer 900 amp, 480V 3P
Interior power distribution schedule currently reflected in Task #82 and not yet broken out individually.

106 Stage 2 COA
Stage 2 Certificate Of Occupancy placeholder pending confirmation

107 Mechanical
Stage 2 Mechanical assumed in Highland Stage 2 Renovation estimate located in Task #99 "Replace Roof & Walls".

110 Electrical
Stage 2 Electrical assumed in Highland Stage 2 Renovation estimate located in Task #99 "Replace Roof & Walls".

111 250 KVA Transformer
Interior electrical installation currently reflected in Task #100; not broken out by task numbers.

118 Plumbing
Stage 2 Plumbing assumed in Highland Stage 2 Renovation estimate located in Task #99 "Replace Roof & Walls".

120 Fire Sprinkler System
Stage 2 Fire Sprinkler System installation requirements TBD

126 Workshop A Renovation
WS-A Renovation cost includes subcategories (Task #122-#133)

139 Mechanical
Workshop A Mechanical assumed in Highland Workshop Renovation estimate located in Task #121 "Workshop A Renovation"

142 Electrical
Workshop A Electrical assumed in Highland Workshop Renovation estimate located in Task #121 "Workshop A Renovation"

143 Transformer (TBD)
Workshop interior electrical installation currently reflected in Task#131 and not broken out by task.

149 Plumbing
Workshop A Plumbing assumed in Highland Workshop Renovation estimate located in Task #121 "Workshop A Renovation"

152 Workshop A COA
Workshop A COA placeholder pending confirmation

153 Production Office Buildings
POB 1 T.I.'s TBD

157 NEW CONSTRUCTION
All new construction tasks TBD pending design.

257 POB 2
POB cost and schedule placeholder pending design

262 POB 3
POB 3 cost and schedule placeholder pending design

272 Guard Shacks
Guard Shack schedule TBD

Attachment "B"

HIGHLAND ENTERPRISES, INC.

General Contractors • Lic. No. 4460 MARK HETTINGA , PRESIDENT
Labor Registration No. 0036820050601
P.O. BOX 2409 Las Cruces, NM 88004
Phone (575) 524-3551 Fax (575) 526-0835
Email – hei@highlandnm.com

Budgetary Estimate No. One Date Septembe 8, 2022

Project 828 Studios Renovations Location 111 S. Compress Rd Las Cruces, NM 88005

To: 828 Studios

Budgetary Estimate

This is a budgetary estimate and is preliminary in nature. This estimate represents our best estimation of the project based on our interpretation the Customer's ideas, commentsand available information. This is not a firm fixed price. A firm fixed price may be offered upon a fully developed set of plans that has been approved by the City of Las Cruces.

Scope of Work

This Scope of Work is limited to Phase 1 which pertains to the following:

- Removal of Trash and debris from 8 acre portion of site
- Removal of large piles of volcanic rock. Rock is to be placed on adjacent lot
- Removal of existing concrete structures
- Construction of Parking Lots and roadways as described
- Renovation of large and tall building to become Stage 1
- Renovation of long building to become Work Shop
- Renovation of metal building to become Stage 2
- Renovation of existing Administration building to become POB 1

Plan Development Requirements

- Architectural and Engineering fees for:

Demolition plans
Site Plan Floor Plans
Elevation Views
Structural Foundation plans
Structural Building Plans
Plumbing plans
HVAC plans
Electrical plans
Fire Protection plans

- Contractor Design/Build Fee
- Topographical Survey
- Geo Technical Study
- Storm Water Pollution Prevention Plan

General Requirements

- Bond (add 2% to estimate total if required)
- Building Permit fees
- Builder's Risk Insurance
- Temporary Facilities
- Temporary Utilities

Demolition / Site Clean Up

- Tree removal
- Removal of Existing stock piles of volcanic rock to Phase 2
- Removal of tires

- Removal of trash and debris
- Removal of RV trailer
- Removal of building contents Stage 1
- Removal of building contents Stage 2
- Removal of building contents Work Shop
- Clean and expose RR Tracks
- Demolition - Existing above grade concrete structures
- Demo Bagging equipment at Work Shop

Site Work

- Materials testing
- Access road to Stage 1 and Work Shop
- Construction of remaining site roadways (Phase 2)
- Asphalt Parking - Lot 4
- Asphalt Parking - Lot 5
- Asphalt Parking Work Shop
- Asphalt Parking - Lot 6
- Asphalt Parking - Stage 1 Lot
- Asphalt Parking - POB Lots 2&3
- Graveled area for Chiller, Satellite Dishes, Generators
- Cantina Slab
- Landscape Phase 1 (12,000 SF)
- Landscape Phase 2 (35,990 SF)
- Phase 1 - Underground Retention Ponds
- Phase 2 - Underground Retention Ponds

Renovation of Sound Stage 1

- Remove and replace 9,000 SF of existing floor
- Remove existing sheeting on roof and walls
- Add sub-framing as required to receive new exterior and interior panel products
- Replace exterior sheeting with 4" Kingspan Insulated panels
- Install 6" SIP panels, roof and walls, on interior of building
- Install Duct liner on roof and walls on interior of the building
- 1 ea - 18' wide by 12' tall, bi-parting, insulated door
- 3ea - Hollow metal man doors
- Plumbing - gas piping
- HVAC - 150 TNS heating and cooling, ventilation fans, gas
- Electrical - 750 KVA, 900 amp, 480V 3 phase service, distribution transformers and panel boards at 6 places around the building, high bay lighting, emergency lighting, ingress/egress, exterior wall pack lighting, general purpose 120V outlets through out
- Fire Sprinkler system

Renovate Work Shop - 350' x 72' x 12' Metal Building

- Remove existing roof and wall sheeting
- Install PBR 26 ga roof sheets
- Install/replace/repair sub-framing as required
- Install OSB/SIP panels at exterior walls
- Install metal wall panels on interior side of SIP panels
- Insulate roof with vinyl backed fiberglass insulation
- Remove existing wood framing structure (Breeze Way) and replace with metal building framing
- 3ea demising walls in the building
- 10 ea Exterior man doors
- 6 ea 12' x 10' Overhead doors
- 2ea - Construct Loading docks with concrete approach ramps, hand railing, dock levelers

- HVAC - 75 TNS
- Plumbing - Restrooms, gas
- Electrical - Distribution transformers and panel boards, warehouse lighting, emergency lighting ingress/ egress, exterior wall pack lighting, convenient outlets, 220V outlets
- Fire Sprinkler system

Renovate Stage 2 - 3,750 SF

- Remove existing roof and wall sheeting
- Replace exterior sheeting with 4" Kingspan Insulated panels
- Install 6" SIP panels, roof and walls, on interior of building
- Install Duct liner on roof and walls on interior of the building
- 1 ea - 16' wide by 14' tall, bi-parting, insulated door
- 3ea - Hollow metal man doors
- HVAC - 20 TNS, ventilation fans
- Electrical - Distribution transformers and panel boards, warehouse lighting, emergency lighting ingress/ egress, exterior wall pack lighting, convenient outlets, 220V outlets

Misc. Buildings

- Studio Ops Building (Generic SF Price $160.00/SF)
- Renovate POB 1 - make repairs and minor modifications (Generic SF Price $25.00/SF)
- Stages 3&4 POB 2 & 3 - ???
- 2 ea Pre-manufactured Guard House
- Proposed buildings at north end of RR tracks ???

Estimated Cost - Please Refer to Breakdown Sheet Attached

Exclusions / Assumptions:

- Assumes existing building foundations and slabs are suitable for intended purposes
- Assumes existing metal building frames, joist, rafters are structurally sufficient for intended use
- Excludes Development and Impact fees
- Excludes Traffic Studies
- Excludes Flood Plain Studies
- Excludes Site Survey (To be provided by Owner)
- Excludes Mobilization / Demobilization charges
- Excludes City induced improvements along Compress Rd. i.e. sidewalks, bike paths, traffic signage etc.
- Excludes underground unforeseen conditions - buried slabs, footings, basements, unknown utilities
- Excludes removal/abatement of any hazardous materials that may be found on site
- Excludes removal of existing utilities
- Excludes existing concrete slabs on site
- Excludes retaining walls near Workshop
- Excludes any utility extensions - Water, sewer, electrical, gas
- Excludes camera, surveillance systems, security systems, telephone systems, fiber optics
- Excludes repair or alteration of existing footings
- Excludes filling vent pipes with concrete

Respectfully submitted

HIGHLAND ENTERPRISES, INC.

By _____

September 8, 2022
Highland Enterprises, Inc.
hei@highlandnm.com

828 Studios
Budgetary Estimate 1

Attachment "B"

Phase 1 8 Acres	Qty	unit	Budget	Phase 1	Phase 2
PLAN DEVELOPMENT REQUIREMENTS					
Archictectural Fees			$ 515,000.00	$ 515,000.00	
Contractor Design/Build Fee	1		$ 125,000.00	$ 125,000.00	
Topo Survey	1		$ 9,100.00	$ 9,100.00	
Geo Tech Report	1		$ 8,000.00	$ 8,000.00	
Storm Water Pollution Prevention Plan	1		$ 7,000.00	$ 7,000.00	
GENERAL REQUIREMENTS					
Bond			???	???	
Building Permit	1		$ 103,500.00	$ 103,500.00	
Development/ Impact Fees	1		???	???	
Insurance Builder's Risk	1		$ 20,000.00	$ 20,000.00	
Temporary Facilities	1		$ 2,100.00	$ 2,100.00	
Temporary Utilities	1		$ 19,041.00	$ 19,041.00	
DEMOLITION /SITE CLEAN UP					
Tree Removal	22	EA	$ 52,096.00	$ 52,096.00	
Removal of volcanic rock to Phase 2	2,490	CY	$ 166,000.00	$ 166,000.00	
Tire Removal	1	LS	$ 1,500.00	$ 1,500.00	
Misc Trash	1	LS	$ 18,226.00	$ 18,226.00	
RV Trailer	1	LS	$ 2,700.00	$ 2,700.00	
Stage 1 Clean Out	1	LS	$ 8,650.00	$ 8,650.00	
Stage 2 Clean Out	1	LS	$ 37,100.00	$ 37,100.00	
Work Shop Clean Out	1	LS	$ 30,000.00	$ 30,000.00	
Clean Gravel at RR Tracks	1	LS	$ 22,601.00	$ 22,601.00	
Demo above grade concrete Structures	1	LS	$ 44,830.00	$ 44,830.00	
Demo Bagging Equipment	1	LS	$ 6,700.00	$ 6,700.00	
SITE WORK					
Materials Testing	1		$ 7,000.00	$ 7,000.00	
Site Security Systems	1		???	???	
Utility Extension Water	1		???	???	
Utility Extension Sewer	1		???	???	
Utility Extension Gas	1		???	???	
Utility Extension Electric	1		???	???	
Utility Extension Fiber Optic	1		???	???	
Site Rough Grading	???	CY	???	???	???
Access Road ST1 & Work Shop	3,460	SY	$ 304,790.00	$ 304,790.00	
Remaining Access Roads	47,144	SY	$ 203,000.00		$ 203,000.00
Asphalt paved Parking Lot Parking Lot - Lot 4	3,280	SY	$ 159,100.00		$ 159,100.00
Asphalt paved Parking Lot - Lot 5	3,155	SY	$ 167,015.00	$ 167,015.00	
Asphalt paved Parking Lot - Work Shop	1,694	SY	$ 93,144.00	$ 93,144.00	
Asphalt paved Parking Lot - Lot 6	3,280	SY	$ 172,715.00	$ 172,715.00	
Asphalt paved Parking Lot - Stage 1 Lot	1,509	SY	$ 83,328.00	$ 83,328.00	$ -
Asphalt Paved Parking Lot -POB Lots 2&3	2,162	SY	$ 119,900.00		$ 119,900.00
Graveled Lot for Chillers, Satellites, Generators	4,646	SY	$ 33,250.00		$ 33,250.00
Cantina Slab	950	SF	$ 7,200.00		$ 7,200.00
Landscape	47,990	SF	$ 249,548.00	$ 62,387.00	$ 187,161.00
Area Adjacent to East Side to Stage 3&4	6,746	SF	???		???
Phase 1 Underground Storm Retention	2	EA	$ 575,000.00	$ 575,000.00	
Phase 2 Underground Storm Retention	2	EA	$ 575,000.00		$ 575,000.00

September 8, 2022
Highland Enterprises, Inc.
hei@highlandnm.com

828 Studios
Budgetary Estimate 1

Attachment "B"

SOUND STAGE 1 RENOVATION					
Floor - Demo and Replace	9,000	SF	$ 215,256.00	$ 215,256.00	
Remove existing wall sheets, Replace with King Span Panels Install SIPS Panels Interior Walls and Roof Install Duct Liner	32,000	SF	$ 2,303,249.54	$ 2,303,249.54	
18' wide Bi-parting door	1	EA			
Holow Metal Man Doors	3	EA			
Plumbing	15,600	SF	$ 20,000.00	$ 20,000.00	
HVAC 150 TNS	15,600	SF	$ 624,000.00	$ 624,000.00	
Electrical 750 KVA, 900 amp, 3Ph Service	15,600	SF	$ 615,100.00	$ 615,100.00	
Fire Sprinkler System w/ booster pump	15,600	SF	$ 546,000.00	$ 546,000.00	

WORK SHOP RENOVATION					
Work Shop Bldg 350' x 72' x 12	25,200	SF	$ 1,638,000.00	$ 1,638,000.00	
Loading Dock	2	EA	$ 208,000.00	$ 208,000.00	
STAGE 2 RENOVATION					
Stage 2 Bldg 50'x75'x14'	3,750	SF	$ 420,000.00	$ 420,000.00	

MISC. BUILDINGS					
Studio Ops Bldg	4,000	SF	$ 640,000.00		$ 640,000.00
POB 1 Building Renovate	3,670	SF	$ 91,750.00	$ 91,750.00	
Stages 3,4 POB 2,3	62,962	SF	???		???
Guard Shacks	2	EA	$ 65,000.00	$ 65,000.00	
Proposed Train Set Buildings	4,901	SF	???		???
			Total Budget So Far	Phase 1	Phase 2 So Far
			$ 11,335,489.54	$ 9,410,878.54	$ 1,924,611.00

8.1875% NMGR Tax $ 770,515.68

$ 10,181,394.22 Phase 1 w/ tax

828 Productions Financial History Description

828 Productions, LLC is a start up with no prior financial data. The business plan and projections submitted in this application are the financial information that is currently available.

Attachment "B"

100 S. Church St.
Las Cruces,
NM 88001

828 | PRODUCTIONS

LEDA Application

Job Creation Additional Information

The current LEDA Application for 828 Productions is pertaining only to the work being proposed for 828 Studios NM. Future expansions to 828 Productions will include the following areas:

- Film Financing
- Production Accounting
- Production Services
- Postproduction Services

Additional models are being developed for these business areas and will be included in any future LEDA funding applications.

828 Productions LLC				Number of Jobs Created				Payroll Calculations**		
Job Type/Dept and Title:		*Jobs Filled:	Estimated Pay Scale	At Start Up	Beginning of Year 2	Beginning of Year 3		Yr 1	Yr 2	Yr 3
Studio	Director, Studio Operations	L	$ 150,000.00	1				$ 150,000.00	$ -	$ -
Studio	Asst to Director of Studio Operations	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
Studio	Manger, Studio Operation	L	$ 70,000.00	1				$ 70,000.00	$ -	$ -
Studio	Manager, Accounting	L	$ 125,000.00	1				$ 125,000.00	$ -	$ -
Studio	Coordinator, Studio Facilities	L	$ 65,000.00	1				$ 65,000.00	$ -	$ -
Studio	Studio Electrician	L	$ 100,000.00	1				$ 100,000.00	$ -	$ -
Studio	Studio Electrician	L	$ 100,000.00	1				$ 100,000.00	$ -	$ -
Studio	Maintenance Worker	L	$ 65,000.00	1				$ 65,000.00	$ -	$ -
Studio	Maintenance Worker	L	$ 65,000.00	1				$ 65,000.00	$ -	$ -
Studio	Stage Department Manager	L	$ 100,000.00	1				$ 100,000.00	$ -	$ -
Studio	Stage Manager	L	$ 65,000.00	1				$ 65,000.00	$ -	$ -
Studio	Stage Hand	L	$ 50,000.00	1				$ 50,000.00	$ -	$ -
Studio	Stage Hand	L	$ 50,000.00		1			$ -	$ 50,000.00	$ -
Studio	Stage Hand	L	$ 50,000.00			1		$ -	$ -	$ 50,000.00
Studio	Catering Manager	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
Studio	UPM	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
Studio	Set Designer	L	$ 65,000.00	1				$ 65,000.00	$ -	$ -
Studio	Property Manager	L	$ 50,000.00	1				$ 50,000.00	$ -	$ -
Studio	Transporation and Logistics Manger	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
Studio	Transporatation Asst	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
Studio	Transporatation Asst	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
Studio	Grip	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
Studio	Grip	L	$ 60,000.00	0	1			$ -	$ 60,000.00	$ -
Studio	Lighting Foreman	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
Studio	Mill Supervisor	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
Studio	Mill Assistant	L	$ 30,000.00	1				$ 30,000.00	$ -	$ -
Studio	Painter	L	$ 30,000.00	1				$ 30,000.00	$ -	$ -
Studio	Construction Grip	L	$ 45,000.00	1				$ 45,000.00	$ -	$ -
Studio	IT Support	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
Studio	Security Superisor	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
Studio	Security Guard	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
Studio	Security Guard	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
Studio	Security Guard	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
Studio	Security Guard	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
Studio	Security Guard	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
Studio	Security Guard	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
Studio	Security Guard	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
Studio	Security Guard	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
Studio	Security Guard	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
Studio	Security Guard	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
Studio	Security Guard	L	$ 40,000.00			1		$ -	$ -	$ 40,000.00
Studio	Security Guard	L	$ 40,000.00			1		$ -	$ -	$ 40,000.00
Studio	Security Guard	L	$ 40,000.00			1		$ -	$ -	$ 40,000.00
Studio	Security Guard	L	$ 40,000.00			1		$ -	$ -	$ 40,000.00
Studio	Security Guard	L	$ 40,000.00			1		$ -	$ -	$ 40,000.00
828 Productions	CEO	L	$ 300,000.00	1				$ 300,000.00	$ -	$ -
828 Productions	Project Coordinator	L	$ 50,000.00	1				$ 50,000.00	$ -	$ -
828 Productions	Project Manager	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -

828 Productions LLC				Number of Jobs Created				Payroll Calculations**		
Job Type/Dept and Title:		*Jobs Filled:	Estimated Pay Scale	At Start Up	Beginning of Year 2	Beginning of Year 3		Yr 1	Yr 2	Yr 3
828 Productions	Project Manager	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
828 Productions	EVP, Sales and Distribution	L	$ 150,000.00	1				$ 150,000.00	$ -	$ -
828 Productions	Asst to EVP Sales and Distribution	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
828 Productions	EVP, Physical Production	L	$ 150,000.00	1				$ 150,000.00	$ -	$ -
828 Productions	Asst to EVP Physical Production	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
828 Productions	Director, Creative Services? DM	L	$ 125,000.00	1				$ 125,000.00	$ -	$ -
828 Productions	Office Manager	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
828 Productions	Office Assistant	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
828 Productions	Director of Human Resources	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
828 Productions	EVP of Production Accounting	L	$ 150,000.00	1				$ 150,000.00	$ -	$ -
828 Productions	VP of Production Accounting	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
828 Productions	Production Accountant	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
828 Productions	Production Accountant	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
828 Productions	Production Accountant	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
828 Productions	Production Accountant	L	$ 60,000.00		1			$ -	$ 60,000.00	$ -
828 Productions	Production Accountant	L	$ 60,000.00		1			$ -	$ 60,000.00	$ -
828 Productions	Production Accountant	L	$ 60,000.00			1		$ -	$ -	$ 60,000.00
828 Productions	Production Accouting Asst.	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
828 Productions	Production Accouting Asst.	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
828 Productions	Production Accouting Asst.	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
828 Productions	Production Accouting Asst.	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
828 Productions	Production Accouting Asst.	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
828 Productions	Production Accouting Asst.	L	$ 40,000.00			1		$ -	$ -	$ 40,000.00
828 Productions	Legal Counsel	L	$ 300,000.00		1			$ -	$ 300,000.00	$ -
828 Productions	Paralegal	L	$ 100,000.00		1			$ -	$ 100,000.00	$ -
828 VFX Facility	VFX Producer	L	$ 200,000.00		1			$ -	$ 200,000.00	$ -
828 VFX Facility	VFX Supervisor	L	$ 150,000.00		1			$ -	$ 150,000.00	$ -
828 VFX Facility	VFX Controller	L	$ 150,000.00			1		$ -	$ -	$ 150,000.00
828 VFX Facility	Technical Director	L	$ 150,000.00		1			$ -	$ 150,000.00	$ -
828 VFX Facility	Lead Animator	L	$ 100,000.00		1			$ -	$ 100,000.00	$ -
828 VFX Facility	Animator	L	$ 100,000.00		1			$ -	$ 100,000.00	$ -
828 VFX Facility	Lighting and Renderting Lead	L	$ 90,000.00		1			$ -	$ 90,000.00	$ -
828 VFX Facility	VFX Assisstant	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
828 VFX Facility	VFX Assisstant	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
828 VFX Facility	Art Dept Assisstant	L	$ 40,000.00	1	0			$ 40,000.00	$ -	$ -
828 VFX Facility	Office Manager	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
828 Post Production	VP Post Production	L	$ 150,000.00	1				$ 150,000.00	$ -	$ -
828 Post Production	Post Production Supervisor	L	$ 100,000.00	1				$ 100,000.00	$ -	$ -
828 Post Production	Post Production Supervisor	L	$ 100,000.00		1			$ -	$ 100,000.00	$ -
828 Post Production	Editor	L	$ 90,000.00	1				$ 90,000.00	$ -	$ -
828 Post Production	Editor	L	$ 90,000.00		1			$ -	$ 90,000.00	$ -
828 Post Production	Asst. Editor	L	$ 75,000.00		1			$ -	$ 75,000.00	$ -
828 Post Production	Asst. Editor	L	$ 75,000.00			1		$ -	$ -	$ 75,000.00
828 Post Production	Colorist	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
828 Post Production	Colorist	L	$ 75,000.00		1			$ -	$ 75,000.00	$ -
828 Post Production	Sound Designer	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
828 Post Production	Sound Designer	L	$ 75,000.00		1			$ -	$ 75,000.00	$ -
828 Post Production	Music Supervisor	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -

828 Productions LLC				Number of Jobs Created				Payroll Calculations**		
Job Type/Dept and Title:		*Jobs Filled:	Estimated Pay Scale	At Start Up	Beginning of Year 2	Beginning of Year 3		Yr 1	Yr 2	Yr 3
828 Post Production	Tech Support	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
828 Post Production	Tech Support	L	$ 60,000.00		1			$ -	$ 60,000.00	$ -
828 Post Production	Facilities Manager	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
828 Post Production	Office Manager	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
								$ 4,635,000.00	$ 2,295,000.00	$ 575,000.00
								Total Yr 1	Total added yr 2	Total added yr 3

Total Number of Jobs Created	62	28	10	=	100

Total Estimated Payroll At year 3	$ 7,505,000.00
Average Payscale	$ 75,050.00

* All hiring will be done locally, but may move to outside NM recruitment and new hires asked to move to Las Cruces if needed.

** Projections are based on 3 years per the requirments of the online application, but will be accomplished over a 5-7 year span as directed by NMEDD.

*NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT AUTHORIZATION FOR EXAMINATION AND RELEASE OF INFORMATION

Todd Lundbohm hereby grants permission to the New Mexico Economic Development Department to conduct a review, full disclosure, and release of any and all information authorized pursuant to federal and state law. The purpose for obtaining and examining the information is to construct a record of the company's personal and professional history, including credit history, to ensure it meet the requirements that the New Mexico Economic Development Department has established for potential recipients of State funds. The company understands an investigation will be conducted by the New Mexico Economic Development Department, the New Mexico Department of Public Safety, or their contractors, and the results of the investigation will only be supplied to the New Mexico Economic Development Department.

Todd Lundbohm, hereby grants the New Mexico Economic Development Department permission to obtain any information in its background pertaining to any credit (to include obtaining a copy of a commercial credit report), education, bankruptcy, investigation, arrest and/or conviction of it or its principals in any criminal or civil matter. The company also authorizes an employee of the New Mexico Economic Development Department, as its authorized representative, to obtain from the New Mexico Taxation and Revenue Department and/or the Department of Workforce Solutions any tax information that is in any way related to a company Todd Lundbohm owns or has invested in. Todd Lundbohm, hereby directs you to release such information upon the request of this bearer. Todd Lundbohm, hereby releases you as a custodian of such records for any criminal justice, law enforcement or court agency, including its officers and employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, that may at any time result to the New Mexico Economic Development Department or the State of New Mexico because of compliance with this authorization and request to release information; or any attempt to comply with it.

1. The information reviewed, disclosed, and/or released may be used by the New Mexico Economic Development Department for any lawful purpose and/or to determine the company's suitability to receive funds from the State of New Mexico.

2. Todd Lundbohm hereby releases the providers and users of the information collected pursuant to this authorization from any liability under state or federal privacy laws and further release the New Mexico Economic Development Department, its contractors, agents, and/or employees from any liability which may be incurred as a result of the collection and use of information.

3. Todd Lundbohm, understands that it may revoke this authorization in writing at any time.

FULL NAME: Todd Lundbohm
SIGNATURE: [signature]

TITLE: CEO
COMPANY: 828 Productions llc

The above named certifies that they are authorized to commit to this release on behalf of the company identified.

Please provide below information if company is a sole proprietorship:

SSN: _____
DOB: _____

DATE: 9/29/2022

This Document is only valid if notarized

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

Scribed and sworn to me on this 29th day of September 2022 of San Diego County, ~~New Mexico~~ California

Signed [signature]

My Commission expires: 6-15-2023

Notary Public

M.W. BOYD
COMM. # 2293232
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires June 15, 2023

GMN1 GMN1

Attachment "B"

100 S. Church St.
Las Cruces,
NM 88001

828 | PRODUCTIONS

LEDA Application

NM Quarterly Wage Report

The current LEDA Application does not include a quarterly wage report due to 828 Productions being a start up company. Wage details will be provided with any future LEDA applications as the organization adds jobs.

Attachment "B"

EDD Economic Development Department

Michelle Lujan Grisham • Governor
Alicia J. Keyes • Cabinet Secretary

Exhibit C – LEDA Application

Affirmation of officer of Company

Declaration of 828 Productions LLC **Officer**

I, Todd Lundbohm, declare as follows:

I am CEO for 828 Productions LLC and I have been employed in this capacity since 6/15/2020. Except where otherwise noted, I have personal knowledge of the facts set forth in this declaration.

Date: 9/24/2022

I declare under penalty of perjury that the foregoing is true and correct.

DocuSigned by:
Todd Lundbohm
09EB80C4B4E340D...

Name Todd Lundbohm
Job Title CEO
Name of Company 828 Productions LLC

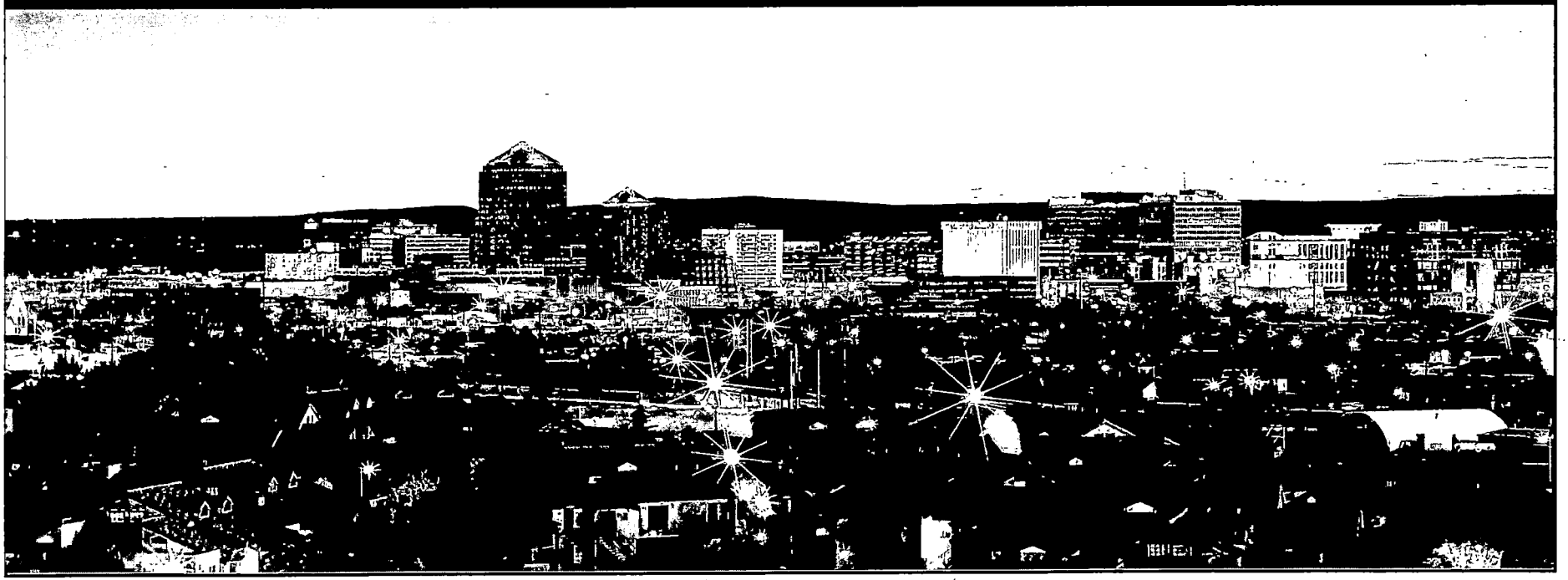
Attachment B

EDD Economic Development Department

3/30/2022

FISCAL IMPACT ANALYSIS AND ECONOMIC IMPACT OF THE EXPANSION OF 828 PRODUCTIONS

Prepared by:
New Mexico Economic Development Department
Joseph Montoya Building
1100 S. St. Francis Drive
Santa Fe, New Mexico 87505



Purpose and Limitations:

Introduction:

This report and analysis presents the results of an economic impact analysis performed using a model developed by the New Mexico Economic Development Department. The report estimates the impact that a potential project may have on the state and local economies and estimates the costs and benefits for the state and local economies over a 10-year period. The report and analysis uses RIMS II Multipliers produced by the U.S. Bureau of Economic Analysis (BEA).

Most projects produce a growth in population and/or a growth in the workforce in a City, County and the State of New Mexico. All growth comes at a cost, the additional economic activity and population growth stimulated by the project will generate additional costs in terms of providing basic infrastructure (roads and utilities) and public services (including public safety and schools). For example, if the applicant hires employees from outside the State, County and City, those workers who end up relocating their residence to within one or all of those areas, the population for which the government must provide services also increases. The costs associated with the expansion are broken down into two categories: 1) New residents to the State, County and City. 2) New Mexican residents hired to work for the company. The analysis assumes that all workers will live in the area of the expansion.

Description of the Company:

0

Description of the Project:

828 Productions is looking to develop multiple stages and postproduction facilities in the Las Cruces area. This will be a combination of productions and permanent full-time positions dedicated to post and pre- production.

Total Impacts

Fiscal Impact of Existing and Expanded Operations Over the Next Ten Years

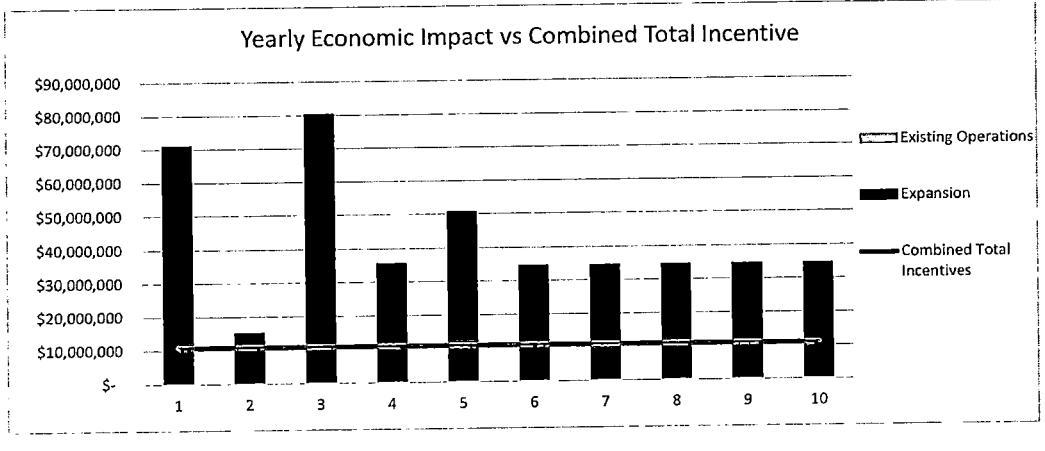
	Cumulative Net Benefits			
	Existing Operations	Expansion	Existing & Expanded Operations	Present Value of Net Benefits*
State of New Mexico	$ -	$ 18,050,424	$ 18,050,424	$ 15,061,099
County	$ -	$ 7,642,060	$ 7,642,060	$ 6,243,473
City	$ -	$ 10,567,772	$ 10,567,772	$ 8,899,565
School District	$ -	$ 4,202,609	$ 4,202,609	$ 3,306,051
Special Taxing District	$ -	$ 830,883	$ 830,883	$ 653,628
Total	**$ -**	**$ 41,293,749**	**$ 41,293,749**	**$ 34,163,816**

* The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5% to make the dollars comparable.

** In the cumulative net benefits of the existing and expanded operations for the State of New Mexico, corporate income tax has been removed from the existing operations total to avoid double counting.

Total Economic Impact

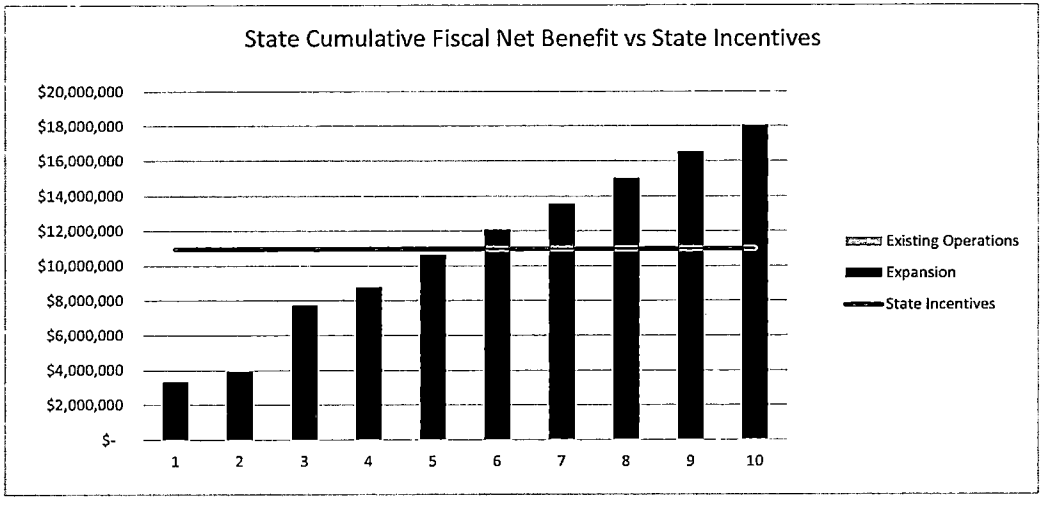
	Total
Estimated Economic Impact Over 10 Years:	$ 424,743,368
Combined Total Incentive Over 10 Years:	$ 10,994,818
Economic Impact Rate of Return:	3,763%



Workers and New Residents over 10 years

	Direct	Indirect and Induced
Number of Jobs Created:	335	177
Estimated Number of Construction Workers:	1002	
Estimated Number of New Residents to the State:	0	
Estimated Number of New Residents to the County:	0	
Estimated Number of New Residents to the City:	0	

State Impacts



Incentives

Total State Incentive:	$	10,994,818
State Incentive Per Job:	$	32,820

Combined Payback and Return

State Payback Period Combined:	5.24 Years
State Rate of Return Combined:	37%

Expansion Only Payback and Return

State Payback Period Expansion:	5.24 Years
State Rate of Return Expansion:	37%

State Net Benefits Of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ -	$ -	$ -	$ -
2	$ -	$ -	$ -	$ -
3	$ -	$ -	$ -	$ -
4	$ -	$ -	$ -	$ -
5	$ -	$ -	$ -	$ -
6	$ -	$ -	$ -	$ -
7	$ -	$ -	$ -	$ -
8	$ -	$ -	$ -	$ -
9	$ -	$ -	$ -	$ -
10	$ -	$ -	$ -	$ -

State Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 3,348,162	$ -	$ 3,348,162	$ 3,348,162
2	$ 608,048	$ -	$ 608,048	$ 3,956,211
3	$ 3,791,510	$ -	$ 3,791,510	$ 7,747,721
4	$ 1,041,353	$ -	$ 1,041,353	$ 8,789,073
5	$ 1,861,537	$ -	$ 1,861,537	$ 10,650,611
6	$ 1,436,182	$ -	$ 1,436,182	$ 12,086,792
7	$ 1,457,746	$ -	$ 1,457,746	$ 13,544,538
8	$ 1,479,634	$ -	$ 1,479,634	$ 15,024,172
9	$ 1,501,851	$ -	$ 1,501,851	$ 16,526,023
10	$ 1,524,401	$ -	$ 1,524,401	$ 18,050,424

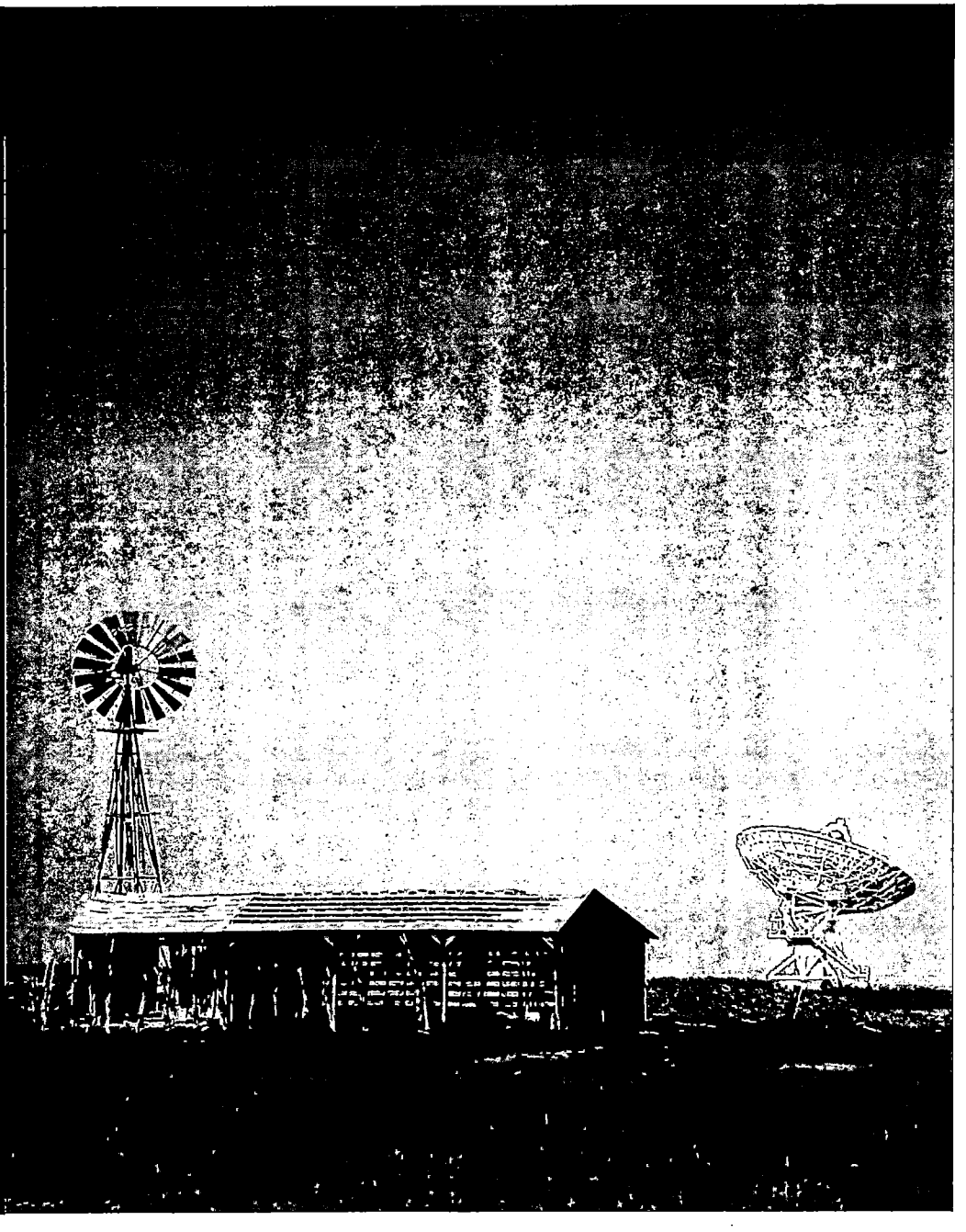
State Combined Net Benefits

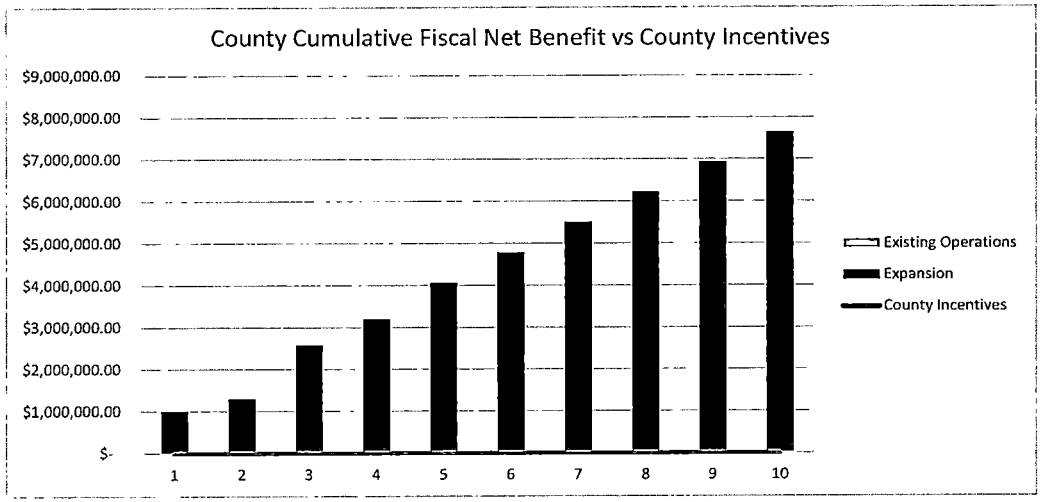
Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 3,348,162	$ -	$ 3,348,162	$ 3,348,162
2	$ 608,048	$ -	$ 608,048	$ 3,956,211
3	$ 3,791,510	$ -	$ 3,791,510	$ 7,747,721
4	$ 1,041,353	$ -	$ 1,041,353	$ 8,789,073
5	$ 1,861,537	$ -	$ 1,861,537	$ 10,650,611
6	$ 1,436,182	$ -	$ 1,436,182	$ 12,086,792
7	$ 1,457,746	$ -	$ 1,457,746	$ 13,544,538
8	$ 1,479,634	$ -	$ 1,479,634	$ 15,024,172
9	$ 1,501,851	$ -	$ 1,501,851	$ 16,526,023
10	$ 1,524,401	$ -	$ 1,524,401	$ 18,050,424

State Breakdown of Combined Benefits, Costs, and Net Benefits Over the Next 10 Years

Taxes and Revenue		
	Gross Receipt Taxes	$ 8,355,193
	Personal Income Taxes	$ 9,695,231
	Corporate Income Taxes	$ -
	Misc. Taxes and Revenue	$ -
	Subtotal of Benefits	**$ 18,050,424**
Costs		
	Costs	$ -
	Subtotal of Costs	**$ -**
Net Benefits		
	Net Benefits	**$ 18,050,424**
	Present Value	**$ 15,061,099**

County Impacts





Incentives

Total County Incentive:	$	-
County Incentive Per Job:	$	-

Combined Payback and Return

County Payback Period Combined:	- Years
County Rate of Return Combined:	N/A

Expansion Only Payback and Return

County Payback Period Expansion:	- Years
County Rate of Return Expansion:	N/A

County Net Benefits Of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ -	$ -	$ -	$ -
2	$ -	$ -	$ -	$ -
3	$ -	$ -	$ -	$ -
4	$ -	$ -	$ -	$ -
5	$ -	$ -	$ -	$ -
6	$ -	$ -	$ -	$ -
7	$ -	$ -	$ -	$ -
8	$ -	$ -	$ -	$ -
9	$ -	$ -	$ -	$ -
10	$ -	$ -	$ -	$ -

County Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 1,000,293	$ -	$ 1,000,293	$ 1,000,293
2	$ 300,654	$ -	$ 300,654	$ 1,300,946
3	$ 1,280,261	$ -	$ 1,280,261	$ 2,581,207
4	$ 619,670	$ -	$ 619,670	$ 3,200,877
5	$ 860,723	$ -	$ 860,723	$ 4,061,600
6	$ 725,341	$ -	$ 725,341	$ 4,786,941
7	$ 720,495	$ -	$ 720,495	$ 5,507,436
8	$ 715,868	$ -	$ 715,868	$ 6,223,304
9	$ 711,465	$ -	$ 711,465	$ 6,934,769
10	$ 707,291	$ -	$ 707,291	$ 7,642,060

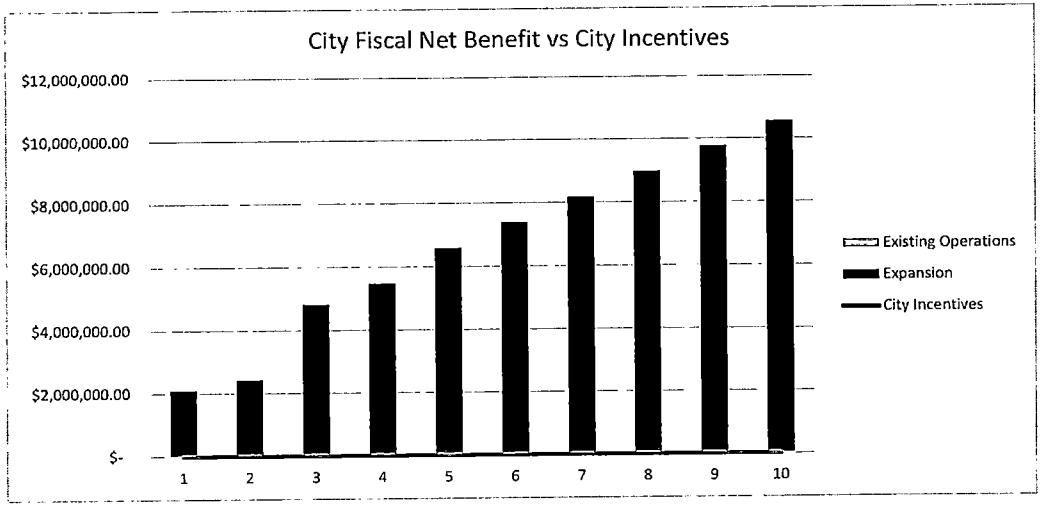
County Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 1,000,293	$ -	$ 1,000,293	$ 1,000,293
2	$ 300,654	$ -	$ 300,654	$ 1,300,946
3	$ 1,280,261	$ -	$ 1,280,261	$ 2,581,207
4	$ 619,670	$ -	$ 619,670	$ 3,200,877
5	$ 860,723	$ -	$ 860,723	$ 4,061,600
6	$ 725,341	$ -	$ 725,341	$ 4,786,941
7	$ 720,495	$ -	$ 720,495	$ 5,507,436
8	$ 715,868	$ -	$ 715,868	$ 6,223,304
9	$ 711,465	$ -	$ 711,465	$ 6,934,769
10	$ 707,291	$ -	$ 707,291	$ 7,642,060

County Breakdown of Combined Benefits, Costs, and Net Benefits Over the Next 10 Years

Taxes and Revenue			
	Gross Receipt Taxes	$	2,677,947
	Misc. Taxes and Revenue	$	-
	Property Taxes	$	4,964,113
	Subtotal of Benefits	**$**	**7,642,060**
Costs			
	Costs	$	-
	Subtotal of Costs	**$**	**-**
Net Benefits			
	Net Benefits	**$**	**7,642,060**
	Present Value	**$**	**6,243,473**

City Impacts



Incentives

Total City Incentive:	$	-
City Incentive Per Job:	$	-

Combined Payback and Return

City Payback Period Combined:	-	Years
City Rate of Return Combined:	N/A	

Expansion Only Payback and Return

City Payback Period Expansion:	-	Years
City Rate of Return Expansion:	N/A	

City Net Benefits Of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ -	$ -	$ -	$ -
2	$ -	$ -	$ -	$ -
3	$ -	$ -	$ -	$ -
4	$ -	$ -	$ -	$ -
5	$ -	$ -	$ -	$ -
6	$ -	$ -	$ -	$ -
7	$ -	$ -	$ -	$ -
8	$ -	$ -	$ -	$ -
9	$ -	$ -	$ -	$ -
10	$ -	$ -	$ -	$ -

City Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 2,101,596	$ -	$ 2,101,596	$ 2,101,596
2	$ 332,213	$ -	$ 332,213	$ 2,433,809
3	$ 2,389,140	$ -	$ 2,389,140	$ 4,822,949
4	$ 647,923	$ -	$ 647,923	$ 5,470,872
5	$ 1,124,271	$ -	$ 1,124,271	$ 6,595,143
6	$ 794,255	$ -	$ 794,255	$ 7,389,398
7	$ 794,166	$ -	$ 794,166	$ 8,183,565
8	$ 794,300	$ -	$ 794,300	$ 8,977,864
9	$ 794,659	$ -	$ 794,659	$ 9,772,523
10	$ 795,249	$ -	$ 795,249	$ 10,567,772

City Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 2,101,596	$ -	$ 2,101,596	$ 2,101,596
2	$ 332,213	$ -	$ 332,213	$ 2,433,809
3	$ 2,389,140	$ -	$ 2,389,140	$ 4,822,949
4	$ 647,923	$ -	$ 647,923	$ 5,470,872
5	$ 1,124,271	$ -	$ 1,124,271	$ 6,595,143
6	$ 794,255	$ -	$ 794,255	$ 7,389,398
7	$ 794,166	$ -	$ 794,166	$ 8,183,565
8	$ 794,300	$ -	$ 794,300	$ 8,977,864
9	$ 794,659	$ -	$ 794,659	$ 9,772,523
10	$ 795,249	$ -	$ 795,249	$ 10,567,772

City Breakdown of Combined Benefits, Costs, and Net Benefits Over the Next 10 Years

Taxes and Revenue		
	Gross Receipt Taxes	$ 6,775,205
	Misc. Taxes and Revenue	$ -
	Property Taxes	$ 3,792,568
	Subtotal of Benefits	**$ 10,567,772**
Costs		
	Costs	$ -
	Subtotal of Costs	**$ -**
Net Benefits		
	Net Benefits	**$ 10,567,772**
	Present Value	**$ 8,899,565**

Special Taxing District and Public Schools

Special Taxing District

Special Taxing District Net Benefits of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ -	$ -	$ -	$ -
2	$ -	$ -	$ -	$ -
3	$ -	$ -	$ -	$ -
4	$ -	$ -	$ -	$ -
5	$ -	$ -	$ -	$ -
6	$ -	$ -	$ -	$ -
7	$ -	$ -	$ -	$ -
8	$ -	$ -	$ -	$ -
9	$ -	$ -	$ -	$ -
10	$ -	$ -	$ -	$ -

Special District Net Benefits of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 40,673	$ -	$ 40,673	$ 40,673
2	$ 40,607	$ -	$ 40,607	$ 81,280
3	$ 80,554	$ -	$ 80,554	$ 161,834
4	$ 87,181	$ -	$ 87,181	$ 249,014
5	$ 99,835	$ -	$ 99,835	$ 348,849
6	$ 98,650	$ -	$ 98,650	$ 447,500
7	$ 97,497	$ -	$ 97,497	$ 544,996
8	$ 96,375	$ -	$ 96,375	$ 641,371
9	$ 95,285	$ -	$ 95,285	$ 736,656
10	$ 94,228	$ -	$ 94,228	$ 830,883

Special District Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 40,673	$ -	$ 40,673	$ 40,673
2	$ 40,607	$ -	$ 40,607	$ 81,280
3	$ 80,554	$ -	$ 80,554	$ 161,834
4	$ 87,181	$ -	$ 87,181	$ 249,014
5	$ 99,835	$ -	$ 99,835	$ 348,849
6	$ 98,650	$ -	$ 98,650	$ 447,500
7	$ 97,497	$ -	$ 97,497	$ 544,996
8	$ 96,375	$ -	$ 96,375	$ 641,371
9	$ 95,285	$ -	$ 95,285	$ 736,656
10	$ 94,228	$ -	$ 94,228	$ 830,883

Public Schools

Public Schools Net Benefits of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ -	$ -	$ -	$ -
2	$ -	$ -	$ -	$ -
3	$ -	$ -	$ -	$ -
4	$ -	$ -	$ -	$ -
5	$ -	$ -	$ -	$ -
6	$ -	$ -	$ -	$ -
7	$ -	$ -	$ -	$ -
8	$ -	$ -	$ -	$ -
9	$ -	$ -	$ -	$ -
10	$ -	$ -	$ -	$ -

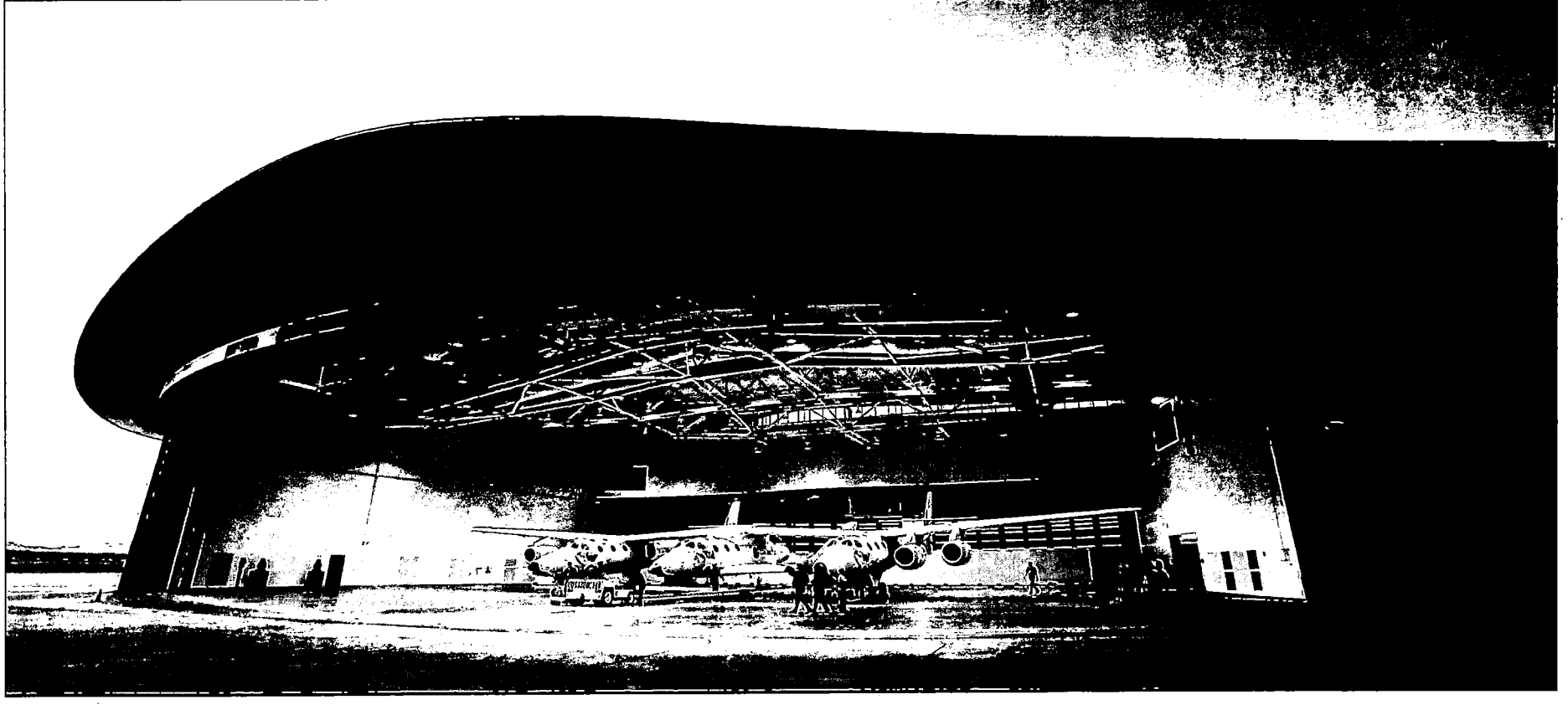
Public Schools Net Benefits of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 205,726	$ -	$ 205,726	$ 205,726
2	$ 205,389	$ -	$ 205,389	$ 411,115
3	$ 407,440	$ -	$ 407,440	$ 818,555
4	$ 440,960	$ -	$ 440,960	$ 1,259,515
5	$ 504,965	$ -	$ 504,965	$ 1,764,480
6	$ 498,973	$ -	$ 498,973	$ 2,263,453
7	$ 493,138	$ -	$ 493,138	$ 2,756,592
8	$ 487,463	$ -	$ 487,463	$ 3,244,054
9	$ 481,950	$ -	$ 481,950	$ 3,726,004
10	$ 476,604	$ -	$ 476,604	$ 4,202,609

Public Schools Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 205,726	$ -	$ 205,726	$ 205,726
2	$ 205,389	$ -	$ 205,389	$ 411,115
3	$ 407,440	$ -	$ 407,440	$ 818,555
4	$ 440,960	$ -	$ 440,960	$ 1,259,515
5	$ 504,965	$ -	$ 504,965	$ 1,764,480
6	$ 498,973	$ -	$ 498,973	$ 2,263,453
7	$ 493,138	$ -	$ 493,138	$ 2,756,592
8	$ 487,463	$ -	$ 487,463	$ 3,244,054
9	$ 481,950	$ -	$ 481,950	$ 3,726,004
10	$ 476,604	$ -	$ 476,604	$ 4,202,609

Property Tax Exemptions and Industrial Revenue Bonds



Property Tax Exemptions and Industrial Revenue Bonds

The City and/or the County is considering abating taxes on the Project's property. Below is a table that identifies the types of property that are under consideration for property tax abatement:

Land:	No
Building and Property Improvements:	No
Furniture, Fixtures and Equipment:	No

Property Tax Percentage Exemptions On Land and Building

County	City	Schools	Special Taxing District
0%	0%	0%	0%

Property Tax Percentage Exemptions On Furniture, Fixtures and Equipment

	County	City	Schools	Special Taxing District
	0%	0%	0%	0%
Value of Exemption Through 10 Years:	$ -	$ -	$ -	$ -
*Value of Payment in Lieu of Taxes Through 10 Years:	$ -	$ -	$ -	$ -

*The model assumes that the payment in lieu of taxes will be administered to the either the county or city, and the local government will disperse the amounts to the appropriate districts.

Percentage of Gross Receipt Taxes Foregone on Newly Purchased Furniture, Fixtures and Equipment Over 10 Years

Year	State	County	City
1	0%	0%	0%
2	0%	0%	0%
3	0%	0%	0%
4	0%	0%	0%
5	0%	0%	0%
6	0%	0%	0%
7	0%	0%	0%
8	0%	0%	0%
9	0%	0%	0%
10	0%	0%	0%
Value of Exemption Through 10 Years:	$ -	$ -	$ -

INTERGOVERNMENTAL AGREEMENT BETWEEN THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT AND THE CITY OF LAS CRUCES, NEW MEXICO

This Intergovernmental Agreement ("Agreement") is entered into as of the date of the last signature affixed below by and between the New Mexico Economic Development Department ("EDD") and The City of Las Cruces (the "City"), a political subdivision of the State of New Mexico, and collectively referred to as "the Parties" with reference to the following facts.

RECITALS:

WHEREAS, the legislature of the State of New Mexico appropriated funds to the Economic Development Department for economic development projects statewide pursuant to the Local Economic Development Act (the "Appropriation"); and

WHEREAS, the purpose of the Local Economic Development Act, NMSA 1978 §5-10-1 through §5-10-14 (2020) ("LEDA"), is to provide "public support for economic development to foster, promote and enhance local economic development efforts"; and

WHEREAS, the City has adopted LEDA by Ordinance No. 2873, which established the City of Las Cruces Economic Development Plan that promotes economic development within the City; and

WHEREAS, 828 Productions, LLC (hereinafter "Qualifying Entity") has entered into a Local Economic Development Project Participation Agreement (hereinafter "PPA") with the City. A copy of the City's Ordinance and PPA are attached hereto and incorporated herein; and

WHEREAS, pursuant to the terms of that PPA, the Qualifying Entity will remodel/refurbish and occupy the production facility at 300 S. Compress Road in Las Cruces, New Mexico (the "Project") and will employ at least 335 full-time persons by December 31, 2029; and

WHEREAS, EDD and the City desire to enter into this Agreement as necessary to facilitate disbursement of funds for the Project.

NOW THEREFORE, the Parties do hereby agree to the following terms and conditions to accomplish the Project.

SECTION 1. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to define the responsibilities of the City and EDD for the oversight and administration of up to $3,000,000 of the Appropriation for the Project. It is the intent of the parties that the City will receive an amount up to three million dollars ($3,000,000) to implement the Project. The Parties agree that any and all State funds received will be accounted for by the City as the fiscal agent for EDD in accordance with the procedures the City will use to account for its own funds and property used to implement the project, or any properties acquired or developed by the City as a result of implementation of the Project will be used by the City for economic development purposes only.

SECTION 2. SCOPE OF WORK:

The City will act as fiscal agent for up to $3,000,000 of the Appropriations for the Project. Pursuant to Section 5-10-3(D) of LEDA, EDD will transfer up to $3,000,000 to the City for costs and expenses associated with the Project. In exchange for the contribution, the Qualifying Entity certifies it will employ at least 335 full-time employees at the facility by December 31, 2029.

All the terms, conditions, and requirements set forth under the PPA are incorporated into this Agreement. EDD and the City agree that failure of the Qualifying Entity to create the number of new full-time jobs described in the PPA or otherwise meet its obligations set forth under the PPA shall require the City to apply the applicable Clawback as provided for by the PPA. In the event that the Qualifying Entity does not remit to the City the monies owned as provided for by the PPA then such violation will require that the City foreclose on the security interest after any cure period granted to the Qualifying Entity. Any monies

recovered by the City as a result of payment made by the Qualifying Entity from the application of the applicable Clawbacks shall be returned to EDD within 30 calendar days. Any foreclosure of the security interest shall be returned to EDD. The Qualifying Entity will deliver to the City contemporaneously with the execution of the PPA a form of security acceptable to all parties, which will be incorporated into this Agreement (the "Security").

SECTION 3. CITY RESPONSIBILITIES:

The City shall:

A. Pay the costs and expenses incurred for the Project from the Appropriation;

B. Provide to EDD supporting documentation in a format acceptable to EDD for activities associated with the Project. Any funds recaptured by the City as the result of enforcing the provisions of the PPA shall be returned to EDD;

C. The City shall notify EDD in writing of any failure to meet requirements (default) of the PPA by the Qualifying Entity within 15 business days of learning of the event of default;

D. Serve as Fiscal Agent for the funds transferred to it under this Agreement;

E. Distribute the funds transferred to the City by EDD to the Project; account for receipts and disbursements of said monies; and provide EDD with the required financial documentation pertaining to this disbursement;

F. Submit all required and reasonably requested documentation to EDD including the endorsed LEDA Ordinance approved by the City Council accepting the Project as qualifying entity for LEDA, with the accompanying endorsed Project Application and PPA entered into by the City and the Qualifying Entity, a fully executed copy of the Security, and copies of invoices and other documentation as required by EDD within the time required;

G. Not impose any obligations on EDD with respect to the administration of this Project, other than the transfer of funds as described herein; and

H. Initiate and prosecute litigation as necessary to enforce the terms of the PPA, at EDD's cost, if necessary.

SECTION 4. CITY CERTIFICATIONS:

As Fiscal Agent, the City hereby assures and certifies that:

A. It will comply with all applicable State laws, regulations, policies, guidelines and requirements with respect to the acceptance and use of the Appropriation;

B. It has the legal authority to receive and expend the Appropriation;

C. It will enforce the provisions of Ordinance No. 2873 and the City's Economic Development Plan;

D. It has exercised due diligence in confirming that the Project is a viable economic development initiative with potential long term economic development benefits based on information provided by EDD;

E. It will provide to EDD upon request all documentation and references to expertise it has relied upon in approving this Project upon receipt thereof or reliance thereupon and also with copies of all reports and documentation City receives from the Qualifying Entity;

F. It has entered into a PPA with the Qualifying Entity and has obtained from the NM EDD all financial documentation necessary to protect the City's and State's investments in the Project;

G. It shall not at any time during the life of this Agreement convert any property acquired or developed pursuant to this Agreement to uses other than those within the Project description as defined herein;

H. It will notify EDD of any default on the part of the Qualifying Entity within 15 business days of learning of any default and shall provide the Qualifying Entity an opportunity to cure any default by in accordance with the PPA prior to termination thereof;

I. No member, officer or employee of the City or its designees or agents, no member of the governing body of the locality of which the Project is situated, and no other public official that exercises any functions or

responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall have any interests, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The City shall incorporate in all contracts or subcontracts a provision prohibiting such interest pursuant to this certification; and

J. It has complied with Article IX, Section 14, of the New Mexico Constitution known as the "anti-donation clause."

SECTION 5. EDD RESPONSIBILITIES:

EDD shall:

A. Transfer to the City for costs and expenses incurred for the Project an amount not to exceed three million dollars ($3,000,000). The funds shall be used only for the purpose stated in this Agreement;

B. Monitor job creation by the Qualifying Entity and report the number of jobs created to the City each quarter up to December 31, 2030.

C. At its discretion, review and audit the Project if it is deemed to be necessary or desirable; and

D. Reimburse the City for any costs associated with litigation to enforce the terms of the Security and the Clawback provisions.

SECTION 6. TERM OF AGREEMENT:

This Agreement shall become effective on the date it is fully executed and shall terminate on January 31, 2031 or when all of the obligations of the PPA have been fulfilled.

SECTION 7. LIABILITY:

No Party shall be responsible for liability incurred as a result of the other Party's acts or omissions. Any liability incurred in connection with this Agreement is subject to the New Mexico Tort Claims Act. The City and EDD may agree to reimburse one another under these liability provisions, subject to sufficient

appropriation by the New Mexico Legislature or sufficient funds being available to the party, as determined by the Party responsible for payment.

SECTION 8. DISPOSITION OF PROPERTY; RECORDS; RETURN OF SURPLUS FUNDS

A. Property purchased under this Agreement for the Project shall remain with the purchasing party unless otherwise agreed upon.

B. The City shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Project, the purposes for which such funds were used and such other records as EDD may require.

C. If, upon the expiration of the Project or the termination date of this Agreement, any surplus funds are possessed by the City, the City shall return said funds to EDD for disposition in accordance with law.

SECTION 9. STRICT ACCOUNTABILITY:

The City shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EDD and the New Mexico State Auditor quarterly or upon request, and shall maintain all such records for a period of six (6) years following completion of all the records and any audits.

SECTION 10. REPORTS:

The Qualifying Entity shall submit quarterly reports regarding employment to the EDD during the life of this Agreement and EDD shall share those reports and any other information obtained respecting job retention and creation attributable to the State appropriation with the City. The City shall coordinate with EDD to conduct an annual performance review of the Project.

SECTION 11. NOTICES; REPRESENTATIVES OF THE PARTIES:

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. Mail, either first class or certified, return receipt requested, postage prepaid, as follows. The parties hereby designate the individuals named below as their representative responsible for overall administration of this Agreement.

To EDD:

Finance Development Team Leader
NM Economic Development Department
Joseph Montoya Building
1100 St. Francis Drive
PO Box 20003
Santa Fe, New Mexico 87504

To the CITY:

City Manager
The City of Las Cruces
700 S Main Street
P O Box 20000
Las Cruces, NM 88004

SECTION 12. AMENDMENTS:

This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto.

SECTION 13. GOVERNING LAW/VENUE:

This Agreement shall be governed by the laws of the State of New Mexico. The venue for any litigation shall be a competent court of jurisdiction located in New Mexico.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature below,

THE CITY OF LAS CRUCES, NEW MEXICO

By: _____

Name: Ifo Pili

Title: City Manager

Date: _____

APPROVED AS TO FORM

By: _____

The City of Las Cruces Attorney

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By: _____

Alicia J. Keyes
Cabinet Secretary

Date: _____

APPROVED AS TO FORM

By: _____

Jesika Ulibarri
General Counsel

PROJECT PARTICIPATION AGREEMENT

This Project Participation Agreement ("Agreement") is entered into on _____, 2023 by and between **CITY OF LAS CRUCES, NEW MEXICO** (the "City"), a political subdivision of the State of New Mexico (the "State"), and **828 Productions, LLC** (the "Company").

Recitals.

A. Article 9, Section 14 of the New Mexico Constitution provides counties the ability to create new job opportunities by providing land, buildings or infrastructure for facilities to support new or expanding businesses, provided that adequate safeguards are employed to protect public monies and resources. Pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-17 NMSA 1978 (the "Act"), public support for economic development may be provided if the governmental entity has adopted by ordinance an economic development plan and has approved by a second ordinance an application for a project in keeping with such plan.

B. Pursuant to City of Las Cruces Ordinance No. 2873 (the "Las Cruces Local Economic Development Plan"), adopted on September 17, 2018, the City established the City of Las Cruces Economic Development Plan (the "Plan") as the City 's economic development plan as required by Section 5-10-6, NMSA 1978.

C. As provided in the Las Cruces Local Economic Development Plan Ordinance, the City considered an application from the Company, which proposed that the City serve as local government conduit for an appropriation of up to $3,000,000 from the Legislature of the State of New Mexico (the "**State Contribution**") and also provide up to $897,596 in Capital Outlay funds (the "**City Contribution**") toward the Company's development of a production facility at 106 S. Miranda Street in the City of Las Cruces, New Mexico (the "Project"). The company will construct and occupy the facility and will employ a minimum of 100 full-time persons by December 31, 2029.

D. The City has adopted Ordinance No. 2873 ("Local Economic Development Act") and Resolution No. 19-050 ("Local Economic Development Plan" finding that the Company is a "qualifying entity" and the Project is an "economic development project" as those terms are defined by the Act, and approving this Agreement as meeting the requirements of the Act.

1. **Goals and Objectives.** The objective of this Agreement is to create and support an economic development project that fosters, promotes and enhances local economic development efforts. The goal is that the Project will provide jobs and career opportunities that will benefit the community and contribute to its long-term economic growth and sustainability.

2. **Substantive Contribution from the Company.**
   a. **Facility.** The Company will establish a production facility at 106 S. Miranda Street and other suitable locations within the City of Las Cruces, New Mexico (the "Facility").

   b. **Investment.** The Company (or one of its subsidiaries, affiliates, investment partners or other related entities) will make capital investments in the Project and costs associated therewith (including, for the acquisition of land, building, equipment, tangible personal property and services associated with the acquisition, construction and equipping of the Project) in the amount of approximately $75,000,000 by December 31, 2031 (the "Project Contribution").

   c. **Production Spend Investment.** The Company (or one of its subsidiaries, affiliates, investment partners or other related entities) will spend $350 million on productions by December 31, 2032.

   d. **Job Creation.** The Company will directly employ a target of 100 full-time employees at the facility by December 31, 2029 (the "Job Target"). "Job" means a permanent, full-time employment position (at least 32 hours per week) offering the employee the full range of benefits offered to other full-time employees of the Company. Full–time employees do not include agency, sub-contracted, temporary employees or independent contractors.

   e. **Sustainability.** Although the Company intends to have a long-term presence in the City, for purposes of the contractual obligations of this Agreement, the Company covenants to continue to operate the Project until December 31, 2032.

3. **The State Contribution**

   a. The City anticipates that the State Contribution will be delivered by the State to the City for disbursement to the Company upon enactment of the Project LEDA Ordinance, and execution of this document and the intergovernmental agreement between the State and the City, after which time the City will request transfer of the State Contribution. Upon receipt, the City will place the State Contribution into a separate account established in connection with the Project, as required by law. The City will disburse the State Contribution, if and when it is received, only in the manner described in this Agreement and the Intergovernmental Agreement executed between the City and the State. The City will disburse the State Contribution to the Company as reimbursement for LEDA Eligible Expenditures subject to the Company's satisfaction of the conditions set forth herein. Disbursements shall be paid on a reimbursement basis and the Company shall first incur the LEDA Eligible Expenditures and then submit requests for reimbursement to the City. For purposes of this

Agreement, "**LEDA Eligible Expenditures**" shall mean: expenditures including, but not limited to, land, building and infrastructure, including permanently installed and situated physical assets and the design, labor and permitting required to put them in place. Examples include: foundation, drainage improvements, electrical wiring, architecture fees, insulation, landscaping and equipment rentals.

b. The State's contribution is composed of a LEDA award of $3,000,000 for use by the Company for such purposes as set forth in NMSA 1978, § 5-10-3(E), the application of the Company and the agreements entered into between the parties. The Company shall also instruct the contracted construction companies to use the correct **New Mexico Taxation and Revenue Department Location Code of 07-105 for the City of Las Cruces**.

4. The City Contribution.

a. The City will account for receipts and disbursements of the State Contribution and will provide financial documentation to the State pertaining to the State Contribution. The City will contribute up to $897,596 in Capital Outlay funds. The City will comply with the Local Economic Development Act ("LEDA") with respect to the acceptance and disbursement of the State and Local Contributions. As required by the LEDA Ordinance and the Act, City will deposit the State Contribution into a clearly identified separate account.

b. The State Contribution will be disbursed to the Company through the City for reimbursement of LEDA Eligible Expenditures.

5. Disbursement of City and State Contributions

a. State and City contributions shall be deposited into separate accounts for this project and disbursed through the City.

b. **Conditions to Disbursement; Performance Milestones.** The State Contribution will be disbursed in four (4) separate allotments. The City Contribution will be disbursed in six (6) separate allotments. Each disbursement will be conditioned on (i) the Company's having incurred LEDA Eligible Expenditures prior to the disbursement; (ii) where applicable, the Company meeting minimum employment targets and being in compliance with job reporting requirements; and (iii) the Company's satisfaction of the performance milestones set forth below (the "Disbursement Performance Milestones") for each allotment prior to the disbursement:

State of New Mexico LEDA Disbursement Schedule		
Tranche	*Amount of State Contribution Available for Disbursement/Tranche*	*Disbursement Performance Milestone*
1	$1,000,000	Obtain a certificate of occupancy, incur LEDA eligible expenses, and current with all reporting
2	$1,000,000	Hire 30 new employees for a total employment of 30 and maintain for two quarterly reporting periods, incur LEDA eligible expenses and current with all reporting
3	$500,000	Maintain a minimum of 35 employees for two quarterly reporting periods and have at least $100,000,000 in film production spend and current with all reporting
4	$500,000	Hire 40 additional new employees for a total employment of 70 employees and maintain for two quarterly reporting periods, incur LEDA eligible expenses and current with all reporting

City of Las Cruces LEDA Disbursement Schedule		
Tranche	*Amount of Local Contribution Available for Disbursement/Tranche*	*Release of Lien Performance Milestone*
1	$304,790	Access road to Stage 1 and Work Shop
2	$96,144	Surface Parking Workshop
3	$83,328	Surface Parking – Stage 1 Lot
4	$119,900	Surface Parking – POB Lots 2&3
5	$159,100	Surface Parking – Lot 6
6*	$134,334	Surface Parking – Lot 5
*Will not reimburse for entire cost		

6. **Disbursement Requests.** From time to time, after the Company has satisfied the conditions for disbursement set forth herein, the Company may submit to the City and the New Mexico Economic Development Department ("EDD") a written request for disbursement of the State Contribution (the "Disbursement Request"). All Disbursement Requests shall be accompanied by (i) documentation substantiating LEDA Eligible Expenses, and (ii) documentation of current employment level in New Mexico pursuant to Section 10c below. The Company will not submit a Disbursement Request for less than $50,000, but may, upon completion of all performance milestones, submit a Disbursement Request for up to the full amount of the State Contribution or City Contribution then available to the Company at any time. The City may, in good faith, object to or require additional information regarding a Disbursement Request to verify compliance with this Agreement.

7. **Review.** EDD will review the Disbursement Request to assure the charges submitted are LEDA Eligible Expenditures. The EDD's review and approval or objection shall not be unreasonably withheld and shall occur within 30 calendar days of receipt of the Disbursement Request. The City will disburse to the Company the full amount requested in the Disbursement Request no later than 30 calendar days after EDD's approval of the Disbursement Request.

8. **No Offset of City costs.** The City may not offset any internal costs or overhead charges for review or processing of the Disbursement Requests against the Disbursement Request or the State Contribution.

9. **Security.** As security for the faithful performance and payment of Company's obligations under this Agreement, prior to the Company's receipt of any part of the State Contribution or City Contribution, Company shall furnish the City with a Letter of Credit or some alternative form of security in a form mutually acceptable to the parties (the "Security"). The maximum obligation secured by the Security (the "Maximum Obligation") will be $3,897,596. The Company shall be permitted to obtain incremental increases in the Security in the amount of each Disbursement Request and shall not be required to secure the Maximum Obligation before a disbursement will be made. No State Contribution will be transferred to the City until Security in the amount of the State Contribution is accepted.

   a. The City may draw on the Security in order to satisfy any unpaid Clawback Penalty which shall become due and payable, but only thirty (30) calendar days following written demand for payment to the Company. Such draw may be initiated without filing a proceeding in any court of competent jurisdiction.
   b. Provided that the Company has not been required to pay any Clawback, the Security will terminate on January 31, 2033, unless earlier released in accordance with this Agreement.
   c. If the State or the City reduce the amount of LEDA Funds and/or forgivable lien that are made available for the Project and/or if the Company does not draw the entire amount of the LEDA Funds and/or forgivable lien available, the Maximum Obligation will be reduced proportionately to reflect the amount of LEDA Funds and/or forgivable lien actually received by the Company.
   d. A mortgage agreement/municipal lien document shall be recorded in Dona Ana County in the amount of the City Contribution. Partial lien releases shall be recorded upon performance of the set performance milestones.

10. **Clawbacks.** Notwithstanding any other provision of this Agreement, the Company shall be required to pay the Clawback Penalties set forth in this Section (together with forfeiture of the security instrument provided to secure the Company's Clawback obligations), if the Company does not satisfy the conditions

set forth herein.

Facility Closure Clawback.
Full closure of the facility will result in a clawback based on the number of years the Q/E has operated under this agreement as per the following table:

2023	100%
2024	100%
2025	100%
2026	100%
2027	90%
2028	80%
2029	70%
2030	60%
2031	50%
2032	40%

a. For purposes of this Agreement, a failure to produce product for a period of 90 calendar days or more, after initial startup (initial startup will be considered the date of the first production run or within 180 days of receipt of certificate of occupancy, whichever comes first) or failure to occupy the Facility shall be considered a cessation of operations; provided however cessations for reasonable periods for the repair or replacement of facilities damaged or destroyed, cessations resulting from labor disputes, strikes, riots or acts of God, shortages of materials or supplies or for any other reason beyond the reasonable control of the Company, or under similar circumstances will not constitute a failure by the Company to comply with this Section 10a. If the Company ceases operations for any of the causes set forth in this Section 10a, the Company shall submit a plan for resolving such cessation of operations within 30 calendar days. In the event of a cessation of operations, the Company shall provide written notice thereof and a reason therefore to the City within 10 calendar days.

b. **Performance Clawback.** It is the Company's intent to create, hire and maintain the number of jobs set forth in the table below under the column captioned "Cumulative Fulltime Target Job Number" on the Job Determination Dates set forth below. If the Company does not meet or exceed the job numbers set forth under the column captioned "Minimum Job Number" in the table below on each of the specified Job Determination Dates (and after expiration of the Cure Periods), then the Company shall be required to pay a Clawback Penalty (as defined below) to the City which will be applied in the percentage set forth in the table below in addition the company is agreeing to generate a minimum of $350 million in production those clawback penalties are also described below:

Job Creation and Production Spend Commitment and Schedule					
Year	*Cumulative Full Time Job Creation Target*	*Minimum Job Number*	*Job Determination Period*		*Clawback %*
1	10	9	Ordinance Date	12/31/23	100%
10	10+90 = 100	90	1/1/32	12/31/32	30%
b Additional Notes: Only New Mexico based employees count towards job creation target.					
^ Clawback calculator attached for illustrative purposes.					

Year	Cumulative Spend Target	Minimum Spend	Spend Determination Period		Clawback %
5	$55,000,000	$50,000,000	Ordinance Date	12/31/2027	100%
10	$350,000,000	$315,000,000	1 /1/32	12/31/2032	50%
Clawback percentage is calculated on the shortfall quotient times the amount of LEDA received by the company time the percentage of clawback, example illustrated below					
Year 10 production spend by the company $290,000,000 LEDA received $3,897,000 $315,000,000 - $290,000,000 = $25,000,000 $25,000,000/$315,000,000 = 7.94% 7.94% X $3,897,000 = $309,285.71 $309,285.71 X 50% = $154,642.86					

For the purposes of this Section:

The "**Clawback Penalty**" is a penalty that the Company will be required to pay the City upon the Company's failure to meet the Minimum Job Target on the applicable Job Determination Date, if such Minimum Job Target is not otherwise reached by the Company during the Cure Period. The Clawback Penalty shall be equal to the product of the Percentage Hiring Shortfall (as defined herein), multiplied by the total State Contribution paid to the Company as of that time. For purposes of this subsection, the "**Percentage Hiring Shortfall**" shall be the quotient of (i) the Minimum Job Number for applicable Job Determination Date, minus the actual number of jobs the Company maintains at the Facility at that time, divided by (ii) the Minimum Job Number for applicable Job Determination Date. See Attachment 1 hereto for examples of job Clawback Calculations

"**Cure Period**" is the period of 180 calendar days after each Job Determination Date during which the Company shall have the opportunity to cure any shortfall in meeting the Minimum Job Number. For the avoidance of doubt, if the Company meets the Minimum Job Number at any time during the Cure Period as validated

by the job reporting requirements set forth herein, the Company shall have no obligation to pay a Clawback Penalty corresponding to the applicable Job Determination Date. If the Company fails to reach the Minimum Job Number during the Cure Period, the Company shall pay the City a Clawback Penalty determined in accordance with the table set forth above.

In the event that there are shortfalls on both jobs and spend requirements the respective clawback penalties will be combined to determine the total clawback required.

The parties hereto recognize certain economic factors generally described as "Business Climate Changes" are beyond the control of any of the parties and may affect the ability of the Company to strictly adhere to the job creation numbers and schedule set forth herein. "Business Climate Changes" means substantial changes, beyond the control of the Company within the industry in which the Company operates, that causes a significant decrease in the Company's ability to perform pursuant to the requirements of this agreement with the City. The Company may request specific modifications to the job creation schedule in writing within ten calendar days of learning of the existence of the "Business Climate Change." Such notification shall include the details of the business climate change, the effect thereon on the Company, and the modification of this agreement the Company requests. If the City and EDD agree that Business Climate Changes have affected the Company's ability to perform, the Performance Clawback may be modified by ordinance.

c. **Job Reporting.** The Company shall submit quarterly employment reports documenting its quarterly filing of the Department of Workforce Solutions' (DWS) Employment and Wage Detail Reporting as submitted to DWS in the form and manner required by EDD and the City beginning with the January 31, 2023 and continuing every April 30, July 31 and October 31 thereafter until the completion of this agreement. The State will provide copies of all such reports to the City or the State may request a copy of the Company's quarterly employment reports at any time while this Agreement is in effect and the Company agrees to provide such documents. The Company acknowledges this quarterly reporting will be relied upon by the City and the State to ascertain if the Company is in compliance with the job creation provisions of this Agreement and all subsequent and ancillary agreements. The Company will receive no disbursements of State Contribution as stipulated in this Agreement without up-to-date quarterly job reporting as set forth herein.

    1. The Company shall complete an annual economic impact data sheet (EIA) provided by the State of New Mexico Economic Development department not late than February 28 of each year beginning in 2024. This will reflect actual economic activity and hiring of the Q/E for the preceding calendar year. Failure to complete EIA data sheet by April 15th of any calendar year Q/E shall be subject to a 10% clawback of all

funds received.

d. If the Company has been required to pay the Facility Closure Clawback, the Company will not be required to pay any Performance Clawback that may come due after the date of such payment.

11. **Fees.** Each party shall bear its own costs and expenses in connection with the negotiation, execution and delivery of this Agreement or any amendment or enforcement of this Agreement.

12. **Annual Performance Review.** To ensure the prudent use of the taxpayer's funds and as required by the LEDA statute and Ordinance, the Project will be subject to an annual performance review conducted by City or EDD staff beginning on June 30, 2023 and every year thereafter until this Agreement terminates. The review will evaluate whether the Project is meeting the requirements set forth in this Agreement and any subsequent agreements or amendments and shall be made available to the State. At this time, the Company may report any difficulties it has experienced under the terms of this Agreement or the LEDA program and may request any assistance it deems necessary. The City or State may request the Company provide data and information to assess the broader economic impact of the Project, but the Company shall not be required to divulge information or documents it considers confidential or proprietary.

    If the requirements are not being met, the City may terminate this assistance to the Project by passage of an ordinance which terminates this Agreement and specifies the disposition of all obligations of the Project. In addition, in accordance with LEDA, the City may enact an ordinance revoking the LEDA Ordinance and terminating any further payments for any or all Projects thereunder. In the event the City terminates the LEDA Ordinance or this Agreement while the Company is in compliance with the terms and requirements of this Agreement, the City will not have a right to clawback any of the payments already made to the Company.

13. **Termination**. This Agreement shall terminate at the close of business on January 31, 2033 or when otherwise terminated by ordinance.

14. **Request for early release of security**. If the Company achieves and then sustains the Minimum Job Number of 100 permanent, full-time employees for six (6) consecutive months prior to December 31, 2030 and has made in excess of three hundred and fifty million dollars ($350,000,000) in production spend the Company may request release of the Security and termination of the agreement. Said request shall be made to the City in writing and accompanied by documentation comprising its quarterly job reports demonstrating such employment. In no event shall the security be released until the Company has furnished contemporaneous job reporting documentation and completed the corresponding Annual Performance Review. A request for release of the Security may not be submitted prior to December 31, 2030. Upon receipt of such a request the New Mexico Economic

Development Department will work with the Company to gather sufficient documentation of the economic activity directly created by the Company during the period of this agreement and complete an economic impact analysis report. If said report verifies that the State of New Mexico has received direct tax revenues from the activity of the company said request shall be granted.

15. **Liability.** No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Nothing herein shall operate or be deemed to alter or expand any liabilities or obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1, et seq.), or to waive any immunities, limitations or required procedures thereunder. Nothing in this Agreement constitutes a waiver of any party's right to seek judicial relief.

16. **Amendments.** This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto and EDD. Any amendments may be subject to the approval of the Governing Body of City of Las Cruces.

17. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of New Mexico. The venue for any litigation shall be a competent court of jurisdiction located in New Mexico.

18. **Miscellaneous.** This Agreement binds and inures to the benefit of the City and the Company and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning party and the EDD; provided, however, that with notice to the City and the EDD, the Company may assign this Agreement to any affiliate or other member of the Company that agrees in writing to assume and perform all of the Company's obligations under this Agreement. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument.

19. **Notice.**

All notices or other written communications, including requests for disbursement, that are required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized overnight delivery service, by fax, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown below. If notice is mailed, it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If a notice is hand-delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. If any written notice is sent by facsimile or electronic mail, it will be deemed received upon printed or written confirmation of the transmission. A party may change its notice address by written notice to the other party to this Agreement.

The initial notice addresses for the parties are as follows:

If to the City:
City of Las Cruces
Attention: Economic Development
P O Box 20000
Las Cruces, New Mexico 88004

If to the Company:
828 Productions, LLC
100 S. Church Street
Las Cruces, NM 88001

Effective Date: _____

Attachment:

1. Example of Clawback Calculations

SIGNATURE PAGE TO PROJECT PARTICIPATION AGREEMENT

CITY OF LAS CRUCES, NEW MEXICO

By _____

Name Ifo Pili

Title City Manager

828 Productions, LLC

By _____

Name: _____

Title: _____

Attachment 1
Example of Clawback Calculations

Clawback Calculations

Clawback Formula = (Job Creation % Shortfall) * (Cumulative LEDA Dollars Distributed)

Job Creation % Shortfall = (1 - (actual jobs / cumulative hiring target))*100%

Example - 1 100%	End of year 1, inclusive of cure period	
Actual Employees	(a)	41
Cumulative Hiring Target	(b)	42
Job Creation % Shortfall =	(c) = 1-(a/b)	2.38%
LEDA Dollars Distributed	(d)	$ 150,000.00
Clawback %	(e)	100%
Penalty	(f) = c*d*e	$ 3,571.43

Example - 2 100%	End of year 2, inclusive of cure period	
Actual Employees	(a)	57
Cum Hiring Target	(b)	58
Job Creation % Shortfall =	(c) = 1-(a/b)	1.72%
LEDA Dollars Distributed	(d)	$ 200,000.00
Clawback %	(e)	100%
Penalty	(f) = c*d*e	$ 3,448.28

Example - 3 75%	End of year 3, inclusive of cure period	
Actual Employees	(a)	57
Cum Hiring Target	(b)	58
Job Creation % Shortfall =	(c) = 1-(a/b)	1.72%
LEDA Dollars Distributed	(d)	$ 200,000.00
Clawback %	(e)	75%
Penalty	(f) = c*d*e	$ 2,586.21

Las Cruces Sun News.
PART OF THE USA TODAY NETWORK

Affidavit of Publication

Ad # 0005862370

This is not an invoice

CITY OF LAS CRUCES
PO BOX 20000
ATTN: CITY CLERK'S OFFICE
LAS CRUCES, NM 88004-9002

I, a legal clerk of the **Las Cruces Sun News**, a newspaper published daily at the county of Dona Ana, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements may be published; that the printed notice attached hereto was published in the regular and entire edition of said newspaper and not in supplement thereof in editions dated as follows:

12/03/2023

Despondent further states this newspaper is duly qualified to publish legal notice or advertisements within the meaning of Sec. Chapter 167, Laws of 1937.

Legal Clerk

Subscribed and sworn before me this December 3, 2023:

State of WI, County of Brown
NOTARY PUBLIC

1-25

My commission expires

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Ad # 0005862370
PO #: Notice of Intent to Adopt
# of Affidavits 1

This is not an invoice

NOTICE OF INTENT TO ADOPT

The City Council of the City of Las Cruces, New Mexico, Hereby Gives Notice of Its Intent to Adopt the Following Ordinance(s) at the **Regular City Council Meeting** Held on **December 18, 2023**:

Council Bill No. 24-011; Ordinance No. 3053: An Ordinance Approving a Zone Change from R-4 (Multi-Dwelling High Density – Limited Retail and Office) to C-2 (Commercial Medium Intensity) for a Property Encompassing 0.812 + Acres and Located at 6281 Reynolds Drive. Submitted by Gabriel Ortiz, Representative. (23ZO0500124).

Council Bill No. 24-012; Ordinance No. 3054: An Ordinance Amending Ordinance No. 3028, Updating the Project Participation Agreement Between the City and 828 Productions, LLC., to Add an Additional $2,800,000 to go Towards Renovations of Multiple Facilities.

Copies Are Available for Inspection During Working Hours at the Office of the City Clerk. **Witness My Hand and Seal** of the City of Las Cruces on this the **27th day of November, 2023**.

Christine Rivera, CMC
City Clerk
#5862370, SUN NEWS,
Dec 03, 2023

Attachment "B"

Las Cruces Sun News.
PART OF THE USA TODAY NETWORK

Affidavit of Publication

Ad # 0005868120

This is not an invoice

CITY OF LAS CRUCES
PO BOX 20000
ATTN: CITY CLERK'S OFFICE
LAS CRUCES, NM 88004-9002

I, a legal clerk of the **Las Cruces Sun News**, a newspaper published daily at the county of Dona Ana, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements may be published; that the printed notice attached hereto was published in the regular and entire edition of said newspaper and not in supplement thereof in editions dated as follows:

12/24/2023

Despondent further states this newspaper is duly qualified to publish legal notice or advertisements within the meaning of Sec. Chapter 167, Laws of 1937.

Legal Clerk

Subscribed and sworn before me this December 24, 2023:

State of WI, County of Brown
NOTARY PUBLIC

My commission expires

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Ad # 0005868120
PO #: NOTICE OF ADOPTION
# of Affidavits 1

This is not an invoice

NOTICE OF ADOPTION

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Copies Are Available for Inspection During Working Hours at the Office of the City Clerk. Witness My Hand and Seal of the City of Las Cruces on this the **19th day of December, 2023.**
Christine Rivera, CMC
City Clerk
#5868120, Sun News
December 24, 2023

Legal Advertising Affidavit

Richard Coltharp, who being duly sworn as the publisher of the Las Cruces Bulletin, a weekly newspaper of general distribution published in the City of Las Cruces, County of Doña Ana, State of New Mexico, disposes and states that the legal advertising for

CITY OF LAS CRUCES ATTORNEY

In the matter of:

NOTICE OF INTENT TO ADOPT
Council Bill No. 24-011; Ordinance No. 3053
Council Bill No. 24-012; Ordinance No. 3054:

In accordance with the laws of the State of New Mexico, the attached was published in its entirety **1** time(s) in the Las Cruces BULLETIN, the first publication date being **12/01/2023.**

Richard Coltharp

Sworn to and subscribed.
before me this day **12/01/2023,**
in the
CITY OF LAS CRUCES
COUNTY OF DOÑA ANA
STATE OF NEW MEXICO

MARGARET ANN ADAMS
NOTARY PUBLIC
STATE OF NEW MEXICO
COMMISSION # 1138740
COMMISSION EXPIRES: 09-09-2026

Notary Public

Advertising Costs: $54.40

NOTICE OF INTENT TO ADOPT

The City Council of the City of Las Cruces, New Mexico, Hereby Gives Notice of Its Intent to Adopt the Following Ordinance(s) at the Regular City Council Meeting Held on December 18, 2023: Council Bill No. 24-011; Ordinance No. 3053: An Ordinance Approving a Zone Change from R-4 (Multi-Dwelling High Density – Limited Retail and Office) to C-2 (Commercial Medium Intensity) for a Property Encompassing 0.812 + Acres and Located at 6281 Reynolds Drive. Submitted by Gabriel Ortiz, Representative. (23ZO0500124). Council Bill No. 24-012; Ordinance No. 3054; An Ordinance Amending Ordinance No. 3028, Updating the Project Participation Agreement Between the City and 828 Productions, LLC., to Add an Additional $2,800,000 to go Towards Renovations of Multiple Facilities.
Copies Are Available for Inspection During Working Hours at the Office of the City Clerk. Witness My Hand and Seal of the City of Las Cruces on this the 27th day of November, 2023.
Christine Rivera, CMC City Clerk
Dates: 12/01, 2023

Legal Advertising Affidavit

Belinda Mills, who being duly sworn as the publisher of the Las Cruces Bulletin, a weekly newspaper of general distribution published in the City of Las Cruces, County of Doña Ana, State of New Mexico, disposes and states that the legal advertising for

CITY OF LAS CRUCES

In the matter of:

NOTICE OF ADOPTION
Council Bill No. 24-011; Ordinance No. 3053
Council Bill No. 24-012; Ordinance No. 3054

In accordance with the laws of the State of New Mexico, the attached was published in its entirety **1** time(s) in the Las Cruces BULLETIN, the first publication date being **12/22/2023.**

Belinda Mills

Sworn to and subscribed.
before me this day **12/22/2023.**
in the
CITY OF LAS CRUCES
COUNTY OF DOÑA ANA
STATE OF NEW MEXICO

Notary Public

MARGARET ANN ADAMS
NOTARY PUBLIC
STATE OF NEW MEXICO
COMMISSION # 1138740
COMMISSION EXPIRES: 09-09-2026

Advertising Costs: $76.89

NOTICE OF ADOPTION

The City Council of the City of Las Cruces, New Mexico, Hereby Gives Notice of its Adoption of the Following Ordinance(s) at the Regular City Council Meeting Held on December 18, 2023: Council Bill No. 24-011; Ordinance No. 3053: An Ordinance Approving a Zone Change from R-4 (Multi-Dwelling High Density – Limited Retail and Office) to C-2 (Commercial Medium Intensity) for a Property Encompassing 0.812 + Acres and Located at 6281 Reynolds Drive. Submitted by Gabriel Ortiz, Representative. (23ZO0500124). Council Bill No. 24-012; Ordinance No. 3054: An Ordinance Amending Ordinance No. 3028, Updating the Project Participation Agreement Between the City and 828 Productions, LLC., to Add an Additional $2,800,000 to go Towards Renovations of Multiple Facilities.
Copies Are Available for Inspection During Working Hours at the Office of the City Clerk. Witness My Hand and Seal of the City of Las Cruces on this the 19th day of December, 2023.
Christine Rivera, CMC, City Clerk
Dates: 12/22, 2023

Attachment "C"

ORDINANCE 3067; COUNCIL BILL 24-025

AN ORDINANCE AMENDING ORDINANCE NO. 3054, UPDATING THE PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY AND 828 PRODUCTIONS, LLC., TO ADD CLARIFYING LANGUAGE FOR THE USE OF THE $2,800,000 IN LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) FUNDS DEDICATED TO THE RENOVATIONS OF MULTIPLE FACILITIES.

The City Council is informed that:

WHEREAS, on March 20, 2023, the Las Cruces City Council approved Ordinance No. 3028, as the 828 Productions, LLC., Local Economic Development Act (LEDA) Project Ordinance; and

WHEREAS, the ordinance authorized the City Manager to enter into a Project Participation Agreement (PPA) and Intergovernmental Agreement (IGA) which are incorporated into the Ordinance and made a part thereof by reference; and

WHEREAS, the PPA was based on a preliminary project schedule to designate $897,596 for cinematic infrastructure through capital outlay funds; and

WHEREAS, on December 18, 2023, City Council adopted Ordinance No. 3054 which added an additional $2.8 million in LEDA funds to the project for the specific and sole purpose of cinematic infrastructure; and

WHEREAS, the purpose of this amendment is to clarify the language of the PPA, to allow for flexibility in how the $2.8 million can be spent on the properties identified in the PPA; and

WHEREAS, 828 Productions, LLC., will be investing approximately $75,000,000 and plan to hire 100 full-time persons; and

WHEREAS, 828 Productions, LLC., has purchased multiple facilities within Las Cruces which these funds will be going towards to renovate the different facilities tied to cinematic infrastructure.

NOW, THEREFORE, Be it Ordained by the Governing Body of the City of Las Cruces:

(I)

THAT the City hereby enters into an amended Project Participation Agreement, as shown in Exhibit "A" attached hereto and made part of this Ordinance, with 828 Productions, LLC., subject to the requirements of LEDA and the adopted LEDA Plan of the City, for the use of the additional $2,800,000 in investment in the project.

(II)

THAT other than the amount of funds the City will be providing towards the project, all other terms and conditions remain unchanged.

(III)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

APPROVED

Mayor

ATTEST:

City Clerk

Moved by: Yvonne Flores

Seconded by: William Mattiace

AYES Yvonne Flores, Becki Graham, Cassie McClure, William Mattiace, Eric Enriquez

NAYS Johana Bencomo, Becky Corran

Attachment "C"
3067; Council Bill 24-025

City Council Action and Executive Summary

Type of Action:
☐ Resolution
☒ Ordinance
☐ TIDD Resolution

District:	☒ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:	April 15, 2024	**Adopted:**	May 6, 2024
Drafter:	Chris Faivre	**Department:**	Economic Development
Program:	Business Development	**Line of Business:**	Business Development

Title: **AN ORDINANCE AMENDING ORDINANCE NO. 3054, UPDATING THE PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY AND 828 PRODUCTIONS, LLC., TO ADD CLARIFYING LANGUAGE FOR THE USE OF THE $2,800,000 IN LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) FUNDS DEDICATED TO THE RENOVATIONS OF MULTIPLE FACILITIES.**

TYPE OF ACTION: ☐ **Administrative** ☒ **Legislative** ☐ **Quasi-Judicial**

PURPOSE(S) OF ACTION:

To amend Ordinance No. 3054 and update the Project Participation Agreement.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

On March 20, 2023, the Las Cruces City Council approved Ordinance No. 3028, as the 828 Productions, LLC., Local Economic Development Act (LEDA) Project Ordinance. The ordinance authorized the City Manager to enter into a Project Participation Agreement (PPA) and Intergovernmental Agreement (IGA) which are incorporated into the Ordinance and made a part thereof by reference.

On December 18, 2023, City Council adopted Ordinance No. 3054 which added an additional $2.8 million in LEDA funds to the project for the specific and sole purpose of cinematic infrastructure. These funds were specifically allocated for cinematic infrastructure, cannot be used for any other purpose, and must only be spent on the establishment of cinematic infrastructure in Las Cruces.

The purpose of this amendment is to clarify the language of the PPA, to allow for flexibility in how the $2.8 million can be spent on the properties identified in the agreement. Currently, the PPA specifies how much will be spent on each property, however changes in construction costs and project timelines have required 828 Productions to make changes to the amount of LEDA funding originally assigned to the various 828 Production facilities included in the LEDA agreement.

828 Productions, LLC., will be investing approximately $75,000,000 and plans to hire 100 full-time persons. They have purchased multiple facilities within Las Cruces which these funds will be going towards to renovate. Details of the proposed use of the different facilities and a breakdown of renovations can be found in Exhibit "A".

Other than the amount of funds spent on each facility, all other terms and conditions remain unchanged.

SUPPORT INFORMATION:

Exhibit "A" 828 2024 LEDA Amendment
Attachment "A" 2023 828 LEDA Amendment
Attachment "B" LEDA Application
Attachment "C" Executive Summary
Attachment "D" Inter Governmental Agreement
Attachment "E" Project Participation Agreement

PLAN(S):

City Council Strategic Plan, Department Strategic Business Plan

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 Ordinance amendment and authorize the City to provide flexibility in how the $2.8 million can be spent on the properties identified in the 828 Productions, LLC. PPA.
2. Vote "No", this will not approve the Ordinance amendment and authorize the City to provide flexibility in how the $2.8 million can be spent on the properties identified in the 828 Productions, LLC. PPA.
3. Vote to "Amend", this could delay the Ordinance amendment and would require City Council to provide direction to staff.
4. Vote to "Table", this would delay the Ordinance amendment and require City Council to provide direction to staff.

REFERENCE INFORMATION:

Ordinance No. 3028, Ordinance No. 3054

Exhibit A

Amendment to Agreements for LEDA Project as established by City of Las Cruces Ordinance No. 3054 approving the amendment to the 828 Productions Local Economic Development Project

On December 18, 2023, the Governing body of the City of Las Cruces approved Ordinance No. 3054, as the 828 Productions LEDA Project Ordinance. The ordinance authorized the City Manager to enter into a Project Participation Agreement (PPA) and Intergovernmental Agreement (IGA) which are incorporated into the Ordinance and made a part thereof by reference.

The Project Agreements were based on a preliminary project funding schedule, however changes in project timelines have required 828 Productions to make changes to the amount of LEDA funding originally assigned to the various 828 Production facilities included in the LEDA agreement.

Parties agree to add flexibility to the allocation of the $2.8 million in City of Las Cruces LEDA funds dedicated to infrastructure and facility improvements on the grounds of 828 Productions. The updated amounts assigned to each facility are listed below. The company contributions and commitments identified in the PPA will still be met, and the total financial obligation to the City does not exceed the amount stipulated in the PPA.

This amendment will allow 828 Productions to distribute the funds and perform the needed infrastructure improvements to the facilities at the addresses listed below.

828 Production facility addresses:

- 106 S. Miranda
- 100 S. Church
- 300 S. Compress

City of Las Cruces LEDA Disbursement Schedule		
Tranche	*Amount of Local Contribution Available for Disbursement/Tranche*	*Disbursement Performance Milestone*
1	$702,000*	Renovations to 106 S. Miranda**
2	$240,000*	Renovations to 100 S. Church**
3	$1,856,000*	Renovations to 300 S. Compress**
*For detailed fund breakdown of renovations, please see Cinematic Infrastructure Funds Expenditure List **For a facility breakdown, please see Facility Overview		

All other terms and conditions remain unchanged. Amendments accepted:

Acknowledged:

Ikani Taumoepeau
City of Las Cruces City Manager

DocuSigned by:
Todd Lundbohm
6F7735CAECD041D...

Todd Lundbohm, CEO
828 Productions

828 | PRODUCTIONS

RE: Jonathon Sepp
106 S. Miranda Las Cruces, NM
575-323-1895

Cinematic Infrastructure Funds Expenditure List

Address	Facility / Facility Type	Cinematic Infrastructure	Additional Details
1053 Hayner Ave.			
	30,000sf Building		
		Consulting	
			Soundstage Management
			Engineering
			Construction
			Fire Safety
		Patch EXT Metal Siding	
			Create "Rat Holes"
			Patch holes
			Metal Art Installation
		Patch EXT Metal Roof	
			Patch Holes
			Exhaust Ports
			Cover Skylights
			Ensure Roof is Waterproof
			Confirm Load Ratings
		INT Floor	
			Repair Cracks
			Resurface and Level
			Install Subfloor
			Confirm Load Ratings
			Ensure Load Ratings Match Needs of Production
		Interior Walls	
			Insulation
			Soundproofing
			Confirm Load Ratings
		INT Seperating Wall	
			Seperate Stage From Mill
			Access Doors
			Sound Proofing
			Insulation
			Additional Doorways
		INT Seperating Wall #2	
			Seperate Mill From Holding Area
			Additional Doorways
		Interior Electric	
			110v Access Through Building
			Transformer Maintenance
			Repair/Install Electrical Panels
		EXT Elephant Door #1	
			Repair Door
			Install New Trim

			Install New Hardware
		EXT Elephant Door #2	
			Repair Door
			Install New Trim
			Install New Hardware
		EXT Elephant Door #3	
			Repair Door
			Install New Trim
			Install New Hardware
		EXT Doors	
			Repair/Replace Doors
			Repair/Replace Hardware
			Upgrade Locks
			Secure Access
		EXT Signage	
			Label & Mark All Entryways
			828 Logo on North and South Side of Building
		EXT Lighting	
			Install Work Lights
			Install Security Lights
		EXT Electric	
			Transformer Maintenance
			Repair/Install Electrical Panels
			Run Power to Lights & Signage
		HVAC	
			Heating & Cooling System/s
			Exhaust
		Plumbing	
			Fire Safety
			EXT Faucets
	40,000sf Building	Patch EXT Metal Siding	
			Patch Holes
			Repair Structural Damage
		Patch EXT Metal Roof	
			Patch Holes
			Ensure Roof is Waterproof
		Entry Ways	
			Close Up Entry Ways
			No Access Signs
	Water Tower		
		Three Sided 828 Logo	
		Signage Lighting	
	Civil Engineering		
		Planning & Design	
		Amador Lot Grading	
		Drainage Throughout Property	
		Parking Lot Maintenance/Repair	
		Parking Additions	
		West Lot Grading	
		North Lot Grading	
		Road Maintenance/Repair	
		Solar Power	
		Above/Below Ground Utilities Maintenance/Repair	
	General Property		

		Planning & Design		
		Concrete/Trash Removal		
		Land Clearing		
		Dirt Work		
		Security		
		Utlilities		
		Safety Measures		
	Fence, Wall, & Gate			
		Planning & Design		
		Fence Extentions		
		Fence Repairs		
		Gate Repairs		
		Additional Gates		
		Signage		
		Lighting/Electric		
		Privacy Walls		
	Consulting			
		Soundstage Management		
		Engineering		
		Construction		
		Fire Safety		
	Lease Reimbursements			
		1053 Hayner Ave. Submission 1a Total:	$	43,000.00
		1053 Hayner Ave. Submission 2a Total:	$	170,000.00
		1053 Hayner Ave. Submission 3a Total:	$	63,000.00
		1053 Hayner Ave. Submission 4a Total:	$	280,000.00
		1053 Hayner Ave. Submission 5a Total:	$	525,000.00
		1053 Hayner Ave. Submission 6a Total:	$	175,000.00
		1053 Hayner Ave. Submission 7a Total:	$	462,000.00
106 S. Miranda				
	General Building			
		Planning & Design		
		HVAC		
			Heating & Cooling System/s	
			Exhaust	
		Solar Power		
			Solar System Installation	
		Cleaning		
			Deep Clean Facility	
		Security		
			Additional Security Cameras	
			Additional Security Sound Devices	
			Key Fob Maintenance/Repairs	
			Alarm System Maintenance/Repairs	
		Internet		
			High Speed Internet Access	
		Landscaping		
			Landscape Improvements	

			Sprinkler Maintenance/Repairs	
			Tree Trimming/Removal	
			Courtyard Wall Repair	
		Asbestos Remediation		
		Signage		
			Interior Signage	
			Exterior Signage	
		Post-Production		
			Post-Production Bays	
			High Speed Internet Access	
			Viewing Center	
		INT Remodel		
			Support Structures	
			Electric	
			Walls/Framing	
			Flooring	
			Doors	
			Furnishing	
			Fire Safety	
		EXT Remodel		
			Electric	
			Curb Appeal	
			Maintenance	
			Paint/Design	
		Utilities		
	Parking Lots			
		Planning & Design		
		Repair/Maintenance		
		Landscaping		
		Plumbing		
		Signage		
		Lighting/Electric		
	Consulting			
	Lease Reimbursements			
		106 S. Miranda Submission 1b Total:	$	63,000.00
		106 S. Miranda Submission 2b Total:	$	90,000.00
		106 S. Miranda Submission 3b Total:	$	45,000.00
		106 S. Miranda Submission 4b Total:	$	28,000.00
		106 S. Miranda Submission 5b Total:	$	345,000.00
		106 S. Miranda Submission 6b Total:	$	45,000.00
		106 S. Miranda Submission 7b Total:	$	86,000.00
100 S. Church				
	General Property			
		Planning & Design		
		Plumbing		
			Fire Safety	
			EXT Faucets	
		Signage		
			Interior Signage	

			Exterior Signage	
		Security		
			Additional Security Cameras	
			Additional Security Sound Devices	
			Key Fob Maintenance/Repairs	
			Alarm System Maintenance/Repairs	
		EXT Maintenance/Repair		
			Create "Rat Holes"	
			Patch holes	
			Maintenance	
			Metal Art Installation	
		INT Remodel		
			Support Structures	
			Electric	
			Walls/Framing	
			Flooring	
			Doors	
			Furnishing	
			Fire Safety	
		Utilities		
		HVAC		
			Heating & Cooling System/s	
			Exhaust	
	Courtyard			
		Planning & Design		
		Remodel		
		Fence Maintenance/Repair		
	Parking Lots			
		Planning & Design		
		Repair/Maintenance		
		Electric/Ligthing		
		Guard Stations		
		Signage		
		Landscaping		
	Consulting			
	Lease Reimbursements			
		100 S. Church Submission 1c Total:	$	30,000.00
		100 S. Church Submission 2c Total:	$	50,000.00
		100 S. Church Submission 3c Total:	$	30,000.00
		100 S. Church Submission 4c Total:	$	40,000.00
		100 S. Church Submission 5c Total:	$	60,000.00
		100 S. Church Submission 6c Total:	$	20,000.00
		100 S. Church Submission 7c Total:	$	10,000.00
300 S. Compress				
	2,900sf Office			
		INT Remodel		
			Planning & Design	

			Repair/Maintenance
			Electric/Ligthing
			Plumbing
			Fire Safety
			Security
			Flooring
		EXT Maintenance/Repair	
		Signage	
	Fence, Wall, & Gate		
		Planning & Design	
		Fence Extentions	
		Fence Repairs	
		Gate Repairs	
		Additional Gates	
		Signage	
		Lighting/Electric	
		Privacy Walls	
	Gin Building		
		Deep Clean	
		Repair/Maintenance	
		Security	
		Fire Safety	
		Signage	
	General Property		
		Safety	
		Clean	
		Grading	
		Security	
		Utilities	
		Landscaping	
	Lease Reimbursements		
		300 S. Compress Submission 1d Total:	$ 22,000.00
		300 S. Compress Submission 2d Total:	$ 44,000.00
		300 S. Compress Submission 3d Total:	$ 22,000.00
		300 S. Compress Submission 4d Total:	$ 6,000.00
		300 S. Compress Submission 5d Total:	$ 22,000.00
		300 S. Compress Submission 6d Total:	$ 22,000.00
		300 S. Compress Submission 7d Total:	$ -

828 | PRODUCTIONS

Facility Overview

106 S. Miranda

Our 106 S. Miranda campus will be the hub of film production in Las Cruces. Internally and externally, this facility will provide the necessary space for administrative office and production support activity, as well as a filming destination and workforce development space.

The administrative office space of a film production company is a microcosm of the creative and collaborative process of filmmaking. It is a space where ideas are born, scripts are developed, budgets are created, and schedules are managed. It is also a space where the nuts and bolts of filmmaking are handled, such as development, sales, legal, and distribution.

The production office space of a film production company is a busy and vibrant place. It is a space where creative ideas are turned into reality, and where the magic of filmmaking happens.

The facility will be divided into several different workspaces, including:

- Executive offices: These are the offices of the company's top executives, such as the producer, director, screenwriter, and showrunner. They are typically spacious and well-appointed, with large desks, comfortable chairs, and plenty of meeting space.
- Production offices: These are the offices of the key members of the production team, such as the production manager, line producer, and various other departments. They are typically smaller and more utilitarian than the executive offices, but they are still comfortable and functional.
- Accounting offices: These are the offices where the finances are handled. They are typically located in a quiet area of the office space, away from the hustle and bustle of the production offices.
- Conference rooms: These are the rooms where meetings are held between executives, producers, and other members of the team. They are typically large enough to accommodate a group of people, and they are equipped with whiteboards, projectors, and other audiovisual equipment.
- Soundstage: This is a flex use space in a pre-existing auditorium where filming, training, and screening will occur.
- Post-Production: 828 Post-Production will supply the film and digital media industry with high-quality post-production and visual effects services, helping them to achieve their creative vision and deliver a finished product that meets or exceeds their expectations.
- Vendor Incubator: 828 Productions will provide space for film-specific vendors to be co-located with many of the 828 divisions and productions based out of this facility.

828 Productions is actively coordinating numerous ways to interact and enhance the film and digital media training available through K-12 and post-secondary education in Las Cruces and Doña Ana County. For post-secondary education, this will include use of our auditorium (sanctuary) for lectures, guest speakers, hands-on exercises, and various other presentation formats. Students in K-12 will have the opportunity to tour our facility and participate in internships through programs like the Doña Ana County Summer Internship. Post-secondary programs in southern New Mexico will have the opportunity to attend lectures, workshops, on-the-job training, and internships at this facility.

1053 Hayner Ave.

1053 Hayner Ave. will be home to 828 Production's first soundstage-specific construction. As we roll out our master plan for a complete overhaul of the site, 828 Productions will fill the construction timeline gap with a unique approach to a soundstage environment that will transition into mill and/or office space as the master plan comes to fruition. 828 Productions has contracted multiple experts to guide our phased approach that will allow us to capture additional production traffic immediately as construction rolls out over the course of multiple years. One of those experts is Rick Clemente, the previous studio operator and pioneer of i25 Studios (now Cinelease Studios), a previous microchip manufacturing facility.

300 S. Compress

As 828 Productions plans to focus the first phase of purpose-built soundstages, office space, and a warehouse retrofit on the 1053 Hayner Ave property, the property at 300 S. Compress will initially focus on ancillary services and needs for the 1053 Hayner Ave property. This will include additional office space, vehicle & trailer parking, vendor support, storage, and various other needs the film production campus may require.

100 S. Church

Located in the heart of Downtown Las Cruces, 100 S. Church will become a beehive of activity for office space tailored to production activity, vendor administrative services, and coworking space. Many of the office-supporting infrastructure listed under 106 S. Miranda will be available here.

The downtown location of the film production's office space provides a number of advantages. First, it is centrally located and easily accessible to clients, partners, and filming locations. Second, it is close to a variety of amenities, such as restaurants, shops, and public transportation. Third, it provides the company with a high-profile presence in the city's business district.

A studio apartment on the second floor will be tailored to hospitality for producers, directors, talent, and various other filmmakers providing them the best access to experience Downtown Las Cruces.

FY22 LEDA Application

Applicant	Todd Lundbohm
Applicant ID	APP-015963
Company Name	~~828 Studio NM, LLC~~ 828 Productions LLC
Email	todd@828productions.com
Status	Submitted
Application Amount	$0.00
Funded/Approved	☐
LEDA Starting Job Count	0
LEDA PPA Job Count Target	335

Contact Information

Question: Legal Company Name

828 Productions LLC

Question: Trade Name (dba)

828 Productions LLC

Question: Project Name

828 Studios

Question: Company Street Address

~~100 South Church Street~~ 106 S Miranda St

Question: Company City

Las Cruces

Question: Company State

NM

Question: Company Zip

Question: Phone

2089124075

Question: Website

https://828productions.com/

Question: Primary Contact Person First Name

Todd

Question: Primary Contact Person Last Name

Lundbohm

Question: Federal Tax ID #

83-2900195

Question: NM State Tax and Revenue (CRS) #

03568111000

Question: City/County Business License Registration will be pursued

☑ Yes

☐ No

Question: NAICS Code(s)

512199

Question: DUNS # (preferred but not required)

Applied For

Question: This Business is organized as a:

☐ C-Corporation

☐ S-Corporation

☑ LLC

☐ Partnership

☐ Sole Proprietorship

☐ B-Corporation

Question: Incorporation Papers

828 PRODUCTIONS, LLC - DE - FORMATION.pdf (9/17/2022, 11:10 AM)

Question: Resumes of all principals (owners, partners, directors or officers; required for businesses 1 year or younger)

Todd bio.pdf (9/17/2022, 11:13 AM)
SDenton Bio 12 6 21 v3.pdf (9/17/2022, 11:13 AM)
Mark Andrews Bio.pdf (9/17/2022, 11:13 AM)

Question: Company Contact for Project Administration (if different from above)

Christine Sheppard

Question: Title

Project Coordinator

Question: Telephone

~~5755206905~~ 575-323-1895

Question: Cell Phone

~~5755206905~~ 575-323-1895

Question: Email

csheppard@828productions.com

Project Information

Please include detailed information such as:

- Executive Summary; Business description and history
- Infrastructure Development/Needs
- Market analysis and strategy
- Summary of competition
- Tax Reporting Status
- Effect on Existing Industry and Commerce during and after Construction

- Land Acquisition
- Local Purchasing
- Water Conservation
- Relocation of Individuals or Businesses
- Construction Schedule
    - Target Close Date
    - General Contract Signed
    - Construction Start
    - Construction End
    - New Facility Operational Date
- Operations plan; Organizational chart
- Any document or record that the local governing body, in its sole discretion, deems necessary.

Question: Description of the Proposed Development, its product and its timeline.

828 Productions plans to construct a movie studio in Las Cruces, New Mexico (the "Studio") as well as provide financing for independent films. Construction on the first phase of the project is anticipated to begin in Q4 of 2022 with an estimated construction period of 18 months. Employees started to be hired in May of 2022 and will continue for initial management employees. Start up hiring for the studio operation will begin six months prior to construction completion. The film financing operations are anticipated to begin in Q4 of 2022/ Q1 of 2023.

Question: Provide a detailed scope of work that is specific to the funding request/award and what the funds will be used for.

828 Productions plans to construct a movie studio in Las Cruces, New Mexico (the "Studio") and will be managing the production of films in Las Cruces as well as in other locations. Over 100 employees in the next 6 years will be hired. The first phase of the studio will include 4 sound stages, office space, mill, etc. Funding will be used for construction as well as start-up payroll for an approximate 6 month period that studio operations ramps up.

Question: Business Plan (required for businesses 1 year or younger)

See supporting documentation - studio model with construction costs as well as start-up budget and estimated revenues and expenses.

Question: Supporting Documentation

828 Studios Redevelopment Schedule Rev 09 16 22.pdf (9/29/2022, 3:58 PM)

Financial Information

*Upload sources and uses chart; enter N/A and zero for questions that do not apply to your business

Question: Provide detailed assumptions for your project including three years of projected cash flow income statements. If the applicant has been in business less than one year, you may be requested to provide additional financial information after review.

828 Operating Financials Phase I CONFIDENTIAL Rev 9.10.22.pdf (9/29/2022, 4:01 PM)

Question: Provide financial statements (balance sheet, profit and loss and cash flow) or tax returns for the past three years. Also provide interim statements within 90 days of application date.

828 Productions financial history description.docx (9/17/2022, 11:31 AM)

Question: What is the collateral/security to be pledged to the funds awarded?

- ☐ Letter of Credit
- ☑ Surety Bond
- ☐ Mortgage Security
- ☐ Security Agreement/Escrow
- ☐ Security Agreement/Lien
- ☐ Security Interest/Lien

Question: What is the method of appraisal for stated security (if Security Mortgage or Lien were selected above)?

N/A

Question: What is the equity investment from the applicant?

$1,000,000.00

Question: External Equity Investment Sources

Equity raised from outside investors

Question: External Equity Investment Amount

$25,000,000.00

Question: City/County Funding Source

City of Las Cruces Cinematic Infrastructure funds

Question: City/ County Funding Amount

$897,596.12

Question: Bank Loan Source (financial institution names), type (commercial, USDA, SBA 504, etc.), and stage (applied or approved)

Currently working on initial discussions with banks

Question: Bank Loans Amount Total

$25,000,000.00

Question: Other Loans Source

~~828 Media Capital~~ 828 Affiliates

Question: Other Loans Amount

$20,000,000.00

Question: Other Sources

N/A

Question: Other Sources Amount

$0.00

Question: Total Project Amount (Sum of above)

$71,000,000.00

Question: Supporting financial documentation

LEDA Job Creation Additional Financial Information.pdf (9/30/2022, 1:20 PM)

Company History and Background

Question: How long has the company been in operation, as of the date of application?

828 Productions was formed in 2021 and will begin operations with the beginning of this project 2022

Question: At the time of this application, how many full-time employees do you currently employ? Please provide the most recent Department of Workforce Solutions report below. If no employees, disregard report. Enter 0.

Question: List owners with more than 20% ownership stake in the company. Additionally, please list principal directors and/or officers.

Owners
Todd Lundbohm

Directors/officers
Stephanie Denton
Mark Andrews

Question: Are owners and/or officers current with financial obligations/payments to the State of New Mexico or any other Federal or State entity? If no, please explain.

Yes

Question: Does the applicant have any loans or other financial obligations on which payments are not current? If yes, please explain.

No

Question: Please identify any financially affiliated/associated companies in which any of the applicant's owners have a 20% stake.

828 Productions, Inc is the only entity associated with 828 Productions LLC. There are other entities that were formed to lend or invest in, movies specifically, that have not been listed. ~~Please let us know if you need a more detailed list of entities.~~

Community Aspects

Question: At the community level, what are the infrastructure needs not yet in place or in process that will affect this project's application?

TBD

Question: What specific incentives are being REQUESTED from the COMMUNITY? Please explain where the applicant is in this process and provide an idea of a timeline for incentives' deployment.

1. Asking for allocation of funds from the EDD. Application is ongoing. We anticipate deployment of funds in Q4 of 2022/Q1 2023
2. Asking for allocation of funds from JTIP. We anticipate deployment of funds in Q4 of 2022/ Q1 2023
3. Asking for allocation of funds from the City of Las Cruces. We anticipate deployment of funds in Q4 of 2022/ Q1 2023

Question: What specific incentives will be PROVIDED from the COMMUNITY?(e.g. parcel of

land, building lease, waiver of fees, utility access/extension)?

City of Las Cruces Cinematic Infrastructure funds, LEDA funds

Job Creation / Performance

Please download the job creation worksheet to work up the required information for this section.

- Job Creation Worksheet

Question: Outline the number and types of jobs to be created.

Additoinal part time jobs (annually) depending on production type

Full Time Jobs - total 100 :

Year Round Management
Year Round Studio Staff
Year Round Studio Crew
Year Round VFX, LED, MoCap & Post Team
Year Round Accounting Team

Question: Outline the proposed pay scale and payroll proposed by the entity.

100 jobs with an average salary of $75,000 per year.

Question: Outline the benefits offered to the employees, including but not limited to health care and retirement.

Permanent employees will be offered PTO, health, dental, and 401(k) with discretionary match.

Question: Outline any efforts being made or proposed by the applicant to hire people within the local employment pool.

We are going to fill as many jobs locally as possible. All efforts will be made to relocate individuals that are needed for employment outside of the local job pool.

Question: Attach job creation worksheet

828 Job Creation Worksheet Final.pdf (9/30/2022, 1:09 PM)

Question: Starting Headcount (from worksheet above)

0.00

Question: Total new jobs to be created Year 1 (from worksheet above)

62.00

Question: Total new payroll Year 1 (from worksheet above)

$4,635,000.00

Question: Total number of new jobs to be created Year 2 (from worksheet above)

28.00

Question: Total new payroll Year 2 (from worksheet above)

$2,295,000.00

Question: Total number of new jobs to be created Year 3 (from worksheet above)

10.00

Question: Total new payroll Year 3 (from worksheet above)

$575,000.00

Economic Impact Analysis

NMEDD will perform an Economic Impact Analysis to address the impact to the local tax base, the school system, etc. using the Economic Impact Datasheet provided by the applicant.

Question: Outline any impacts to the environment, positively or negatively.

The studio will be built as sustainably possible with the smallest carbon footprint feasible. Modern building standards will be used with renewable energy sources utilized where feasible(i.e. solar).

Question: Status of permitting/regulatory matters needed for project.

In process with City of Las Cruces

Attachments

Please download the authorization for examination and release of information template and the example employer quarterly wage and contribution report.

- Authorization for examination and release of information form
- Employer quarterly wage and contribution report example

If you are a new business, please apply for a NM Tax Identification Number here:

http://www.tax.newmexico.gov/Businesses/wage-witholding-tax.aspx

Please download the LEDA Application Affirmation Template here:

LEDA Application Affirmation Template

Click here to view a filled out sample.

Question: New Mexico Economic Development Department authorization for examination and release of information.

FE Authorization for examination and release of information Notarized.pdf (9/30/2022, 1:13 PM)

Question: Latest New Mexico employer's quarterly wage and contribution report submitted to the Department of Workforce Solutions.

LEDA NM Quarterly Wage Report.pdf (9/30/2022, 1:18 PM)

Question: Affirmation and any other supporting documents

FE_2020_LEDA_App_Affirmationpdp.pdf (9/26/2022, 9:21 AM)

Attachment "C"

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "828 PRODUCTIONS, LLC", FILED IN THIS OFFICE ON THE NINETEENTH DAY OF DECEMBER, A.D. 2018, AT 7:52 O`CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

7202282 8100
SR# 20188269978

Authentication: 204150649
Date: 12-20-18

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:52 PM 12/19/2018
FILED 07:52 PM 12/19/2018
SR 20188269978 - File Number 7202282

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is 828 Productions, LLC.

2. The Registered Office of the limited liability company in the State of Delaware is located at 850 New Burton Road, Suite 201 (street), in the City of Dover, Zip Code 19904. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is COGENCY GLOBAL INC.

By: Morgan Sloane
Authorized Person

Name: Morgan Sloane
Print or Type

Todd Lundbohm is an award-winning filmmaker with broad ranging experience in Development, Production, Postproduction and VFX. He began his career as an Art Director for NXNW Productions, working on several national campaigns before diving headfirst into narrative filmmaking: writing, directing and producing multiple projects, working throughout the US, Mexico, South America and Western Europe. Todd's feature screenplay, MERIDIAN has won numerous awards, as well as recognition from the SXSW Film Festival and Francis Ford Coppola's American Zoetrope writing competition.

As Founder and CEO of 828 Media Capital, Todd has financed projects with a total production spend north of $50 million. 828 is a full-service film finance and production company, whose recent films include millennial murder mystery, ***Helen's Dead***, starring Tyrese Gibson, Anabelle Dexter-Jones, and Emile Hirsch; *Deauville Film Festival Grand Special Prize Nominee* ***The Last Son*** starring Sam Worthington, Colson Baker, Thomas Jane, and Heather Graham; Camille Delmarre's high octane action film, ***Assassin Club***, starring, Henry Golding, Noomi Rapace and Sam Neil; ***The Price We Pay***, from legendary horror director Ryûhei Kitamura, starring Emile Hirsch and Stephen Dorff; Gothic horror ***Raven's Hollow*** starring William Moseley, Melanie Zanetti, Kate Dickie and David Hayman; WWII Submarine movie ***Operation Seawolf*** Starring Dolph Lundgren and Frank Grillo; ***The Requin*** starring Alicia Silverstone and James Tupper; and *SXSW Grand Jury Prize winner* ***The Fallout*** starring Jenna Ortega, Maddie Ziegler, Shailene Woodley, and Julie Bowen.

Stephanie Denton is a feature film and television executive who has headed up acquisitions, sales, and distribution divisions for the industry's leading independent film and television companies, including Lionsgate International, Lakeshore Entertainment, Initial Entertainment Group and Bold Films.

Over the last 25 years, Denton has sold over 250 feature films, worked with legendary filmmakers such as Martin Scorsese, Lasse Halstrom, Sam Rami, Mark Pellington, Jon Amiel, Garry Marshall, Peter Howitt, James Mangold, Stephen Merchant, and James Wan to produce and sell high-profile films out of the independent film sector. Noteworthy releases include *THE **AVIATOR, UNFINISHED LIFE, THE GIFT, ARLINGTON ROAD, LAWS OF ATTRACTION, UNDERWORLD, 310 TO YUMA, WAR, HOTEL RWANDA, DAYBREAKERS, RUNAWAY BRIDE, FIGHTING WITH MY FAMILY,*** and the box office record-breaking ***SAW*** franchise.

Denton's steady hand as a film and tv executive was evident in her leadership of the launch of Arc Animation Studios Original I.P. and Sales division during its transition from STARZ Entertainment, and her experience in acquisitions and co-production for WWE Studios in Los Angeles where she drove the company's marketing and production initiative to release brand adjacent content across platforms, and spearheaded a theatrical co-distribution deal in North America with Blumhouse Productions for Festival film favorites, ***OCCULUS***, ***SLIGHT,*** and ***BIRTH OF A DRAGON***.

A few of Denton's premier accomplishments include the development and production of Len Wiseman's hugely successful ***UNDERWORLD*** franchise for Lakeshore Entertainment, sourcing and selling high profile projects such as ***WAR*** starring Jason Statham and Jet Li, and ***DAYBREAKERS*** starring Ethan Hawke for Lionsgate Entertainment. She also closed multi-picture domestic distribution deals with Sony/Screen Gems, Universal Pictures, and Paramount Studios.

Denton began consulting for 828 Media in 2020, assisting with the company's expanding lending portfolio, and has since become a member of the 828 Productions team. Utilizing her extensive relationships in Production and Distribution, Denton's main focus will be sourcing co-production and development opportunities, and securing key distribution alliances in both the Domestic and International markets that will establish 828 Productions as an industry leader in the Indie Film space.

Attachment "C"

BIOGRAPHY

Mark Andrews

Mark started his career in finance & management consulting but his real passion was for film. This passion was realized in 1995 when he invested in his first feature film **'Mainline Run'.** Three years later he took the plunge and became a full time producer, co-writing and producing the feature film ***'Distant Shadow'*** which made more than 4 times its budget. This lead to being hired to produce budgets & schedules for the UK's Spice Factory and oversee production on **'Redemption Road'.**

Seeing the opportunities film financing in the United Kingdom offered, Mark co-founded **'Studio Finance**,' a UK Film tax shelter utilizing the UK Government's Section 48 Tax breaks for film production before going on to consult for another film financing group, **'UKFS'** backed by Guernsey based Channel House Trustees. In their three yers of operating, UKFS were responsible for more than $300 million of tax shelter film financing for the UK film industry. It was here acting as a Senior Finance Executive that he oversaw such films as **'Wake of Death,' 'Modigliani,' 'School for Seduction,' 'Out of Season'** and **'Battle of the Brave'** amongst others.

In 2004 Mark moved to Los Angeles where he began consulting for various production companies, investors and independent producers, was Head of Entertainment for Exemplar Capital an East Coast Investment Bank and Law Firm and was instrumental in forming various film financing structures including a $150m film fund.

Some of the projects he has been instrumental in developing or setting up at various companies are Animated Horror **'Down Satan'** in partnership with re-known Horror Author **'Clive Barker'**; Supernatural Thriller **'Indelible'** being Directed by National Film Award Winner **'Howard J Ford'** (The Dead 1&2, Never Let Go); **'Kill the Messenger'** from the creator of (RoboCop), **'Michael Miner,'** and the Epic Western **'The Girl With No Name'** in conjunction with **Co-Op Entertainment** and **LegionM** being directed by **'Tanya Wexler'** (Buffaloed, Jolt).

In 2018 Mark produced the movie **'Dead Water'** starring **'Casper Van Dien'** and **'Judd Nelson,'** released by **Saban** in July 2019.

He currently oversees the development, financing and production operations for 828 Productions a west coast full service film finance and production company where he has executive produced and produced such films as **THE FALLOUT** starring Jenna Ortega, Maddie Ziegler, Shailene Woodley and Julie Bowen, **THE LAST SON** starring Sam Worthington, Colson Baker, Thomas Jane and Heather Graham, **THE PRICE WE PAY**, directed by horror legend Ryûhei Kitamura, starring Emile Hirsch and Stephen Dorff, and the recently wrapped **RAVENS HOLLOW** starring William Moseley, Melanie Zanetti, Kate Dickie and David Hayman.

In summary, Mark is a highly accomplished and seasoned writer, producer & production executive with a proven track record of over twenty years of experience in development, financing, production and distribution. He is a high impact contributor and versatile professional with exceptional business and production acumen who is comfortable working alone or managing hundreds of individuals while ensuring timely completion of project deadlines and remaining on, or under budget.

He holds a National Diploma in Business and Finance from the UK and a Certificate of Achievement for Contract Law from HarvardX University.

Mark lives in Colorado Springs with his wife and dog 'Piper'.

PROJECT OVERVIEW

MON 8/15/22 - MON 11/18/24

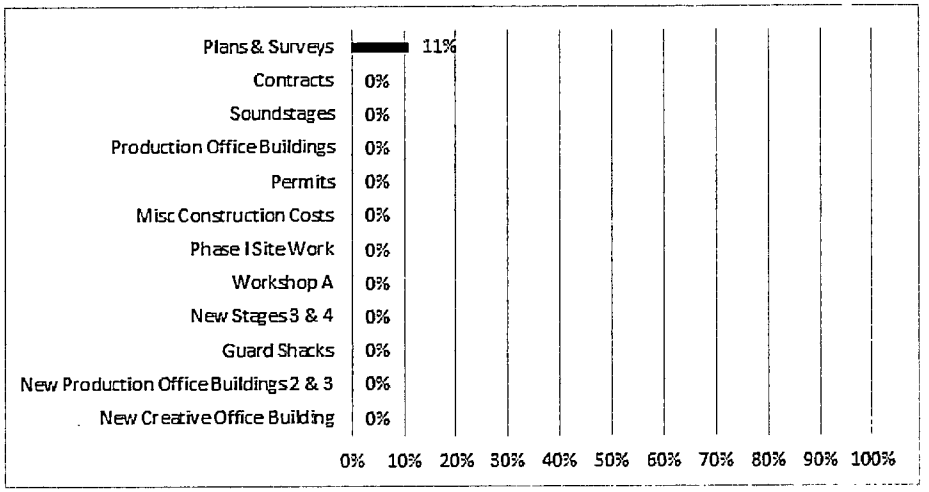
% COMPLETE

1%

MILESTONES DUE
Milestones that are coming soon.

Name	Finish
Stage 1 COA	Thu 10/26/23
Stage 2 COA	Mon 8/12/24
Workshop A COA	Tue 7/9/24
Stage 3 COA	Fri 12/29/23
Stage 4 COA	Mon 1/8/24

% COMPLETE

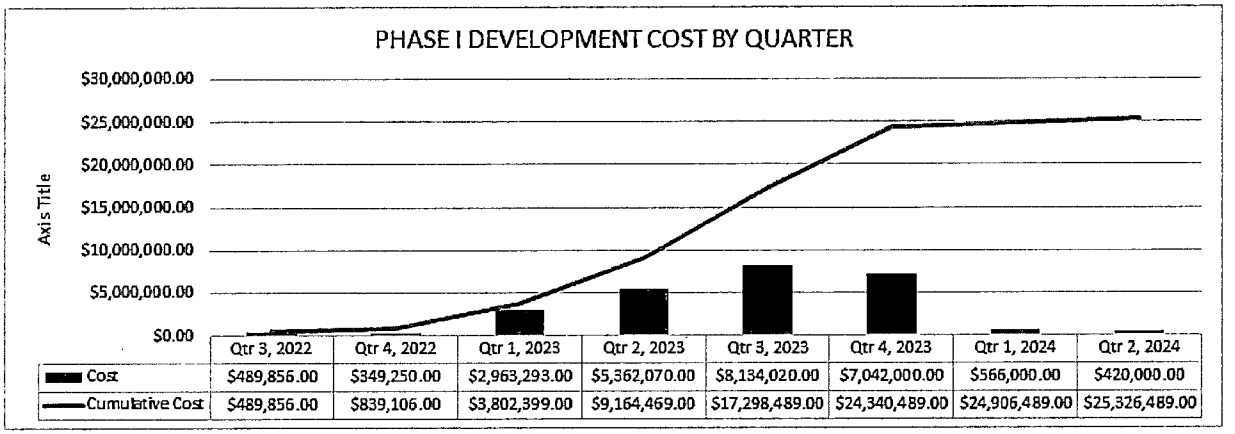


LATE TASKS
Tasks that are past due.

Name	Start	Finish	% Complete
DD Drawings	Mon 9/12/22	Mon 12/26/22	0%

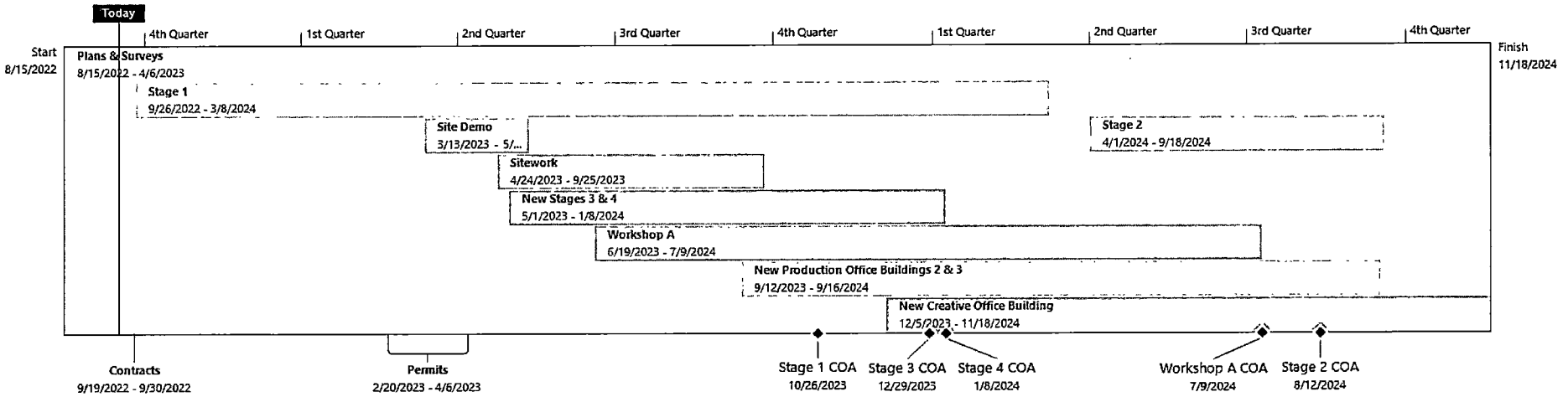
CASH FLOW

Cost	Remaining Cost
$25,326,489.00	$25,326,489.00



	Qtr 3, 2022	Qtr 4, 2022	Qtr 1, 2023	Qtr 2, 2023	Qtr 3, 2023	Qtr 4, 2023	Qtr 1, 2024	Qtr 2, 2024
Cost	$489,856.00	$349,250.00	$2,963,293.00	$5,362,070.00	$8,134,020.00	$7,042,000.00	$566,000.00	$420,000.00
Cumulative Cost	$489,856.00	$839,106.00	$3,802,399.00	$9,164,469.00	$17,298,489.00	$24,340,489.00	$24,906,489.00	$25,326,489.00

Name	Cost	Start	UniqueID
828 STUDIOS NM	$25,326,489.00	Mon 8/15/22	1
RENOVATION	$9,341,489.00	Mon 8/15/22	171
Contracts	$0.00	Mon 9/19/22	2
Plans & Surveys	$532,100.00	Mon 8/15/22	7
Permits	$103,500.00	Mon 2/20/23	312
Phase I Site Work	$1,858,393.00	Mon 3/13/23	17
Misc Construction Costs	$166,141.00	Mon 3/13/23	314
Soundstages	$4,743,605.00	Mon 9/26/22	68
Workshop A	$1,846,000.00	Mon 6/19/23	110
Production Office Buildings	$91,750.00	Tue 11/1/22	157
NEW CONSTRUCTION	$15,985,000.00	Mon 5/1/23	172
New Stages 3 & 4	$14,000,000.00	Mon 5/1/23	173
New Production Office Buildings 2 & 3	$1,280,000.00	Tue 9/12/23	298
New Creative Office Building	$640,000.00	Tue 12/5/23	141
Guard Shacks	$65,000.00	Tue 9/5/23	158

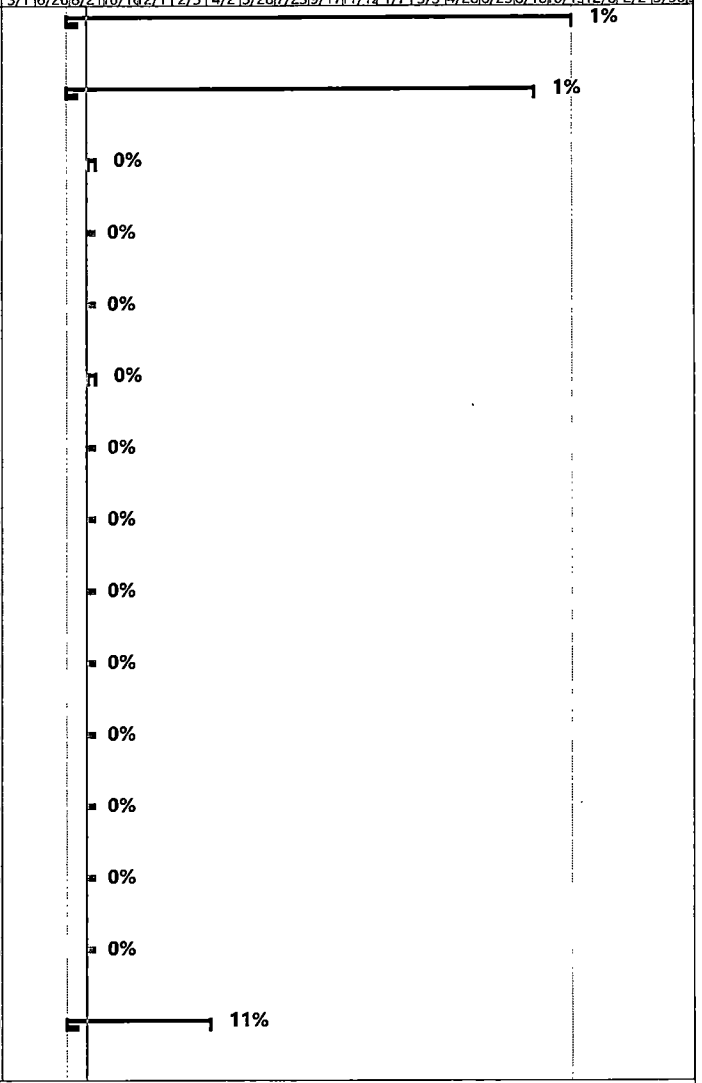


Project Timeline and Budgetary Estimates are derived from Highland Enterprises Inc. and Giant Entertainment & Management Inc. with supporting detail located in the appendix of this project summary.

Although preliminary in nature, the following schedule and associated costs are based on prior experience in respective fields. Even so, fixed costs can only be determined after full review of Construction Drawings, still to be developed.

828 Studios Redevelopment Schedule.mpp

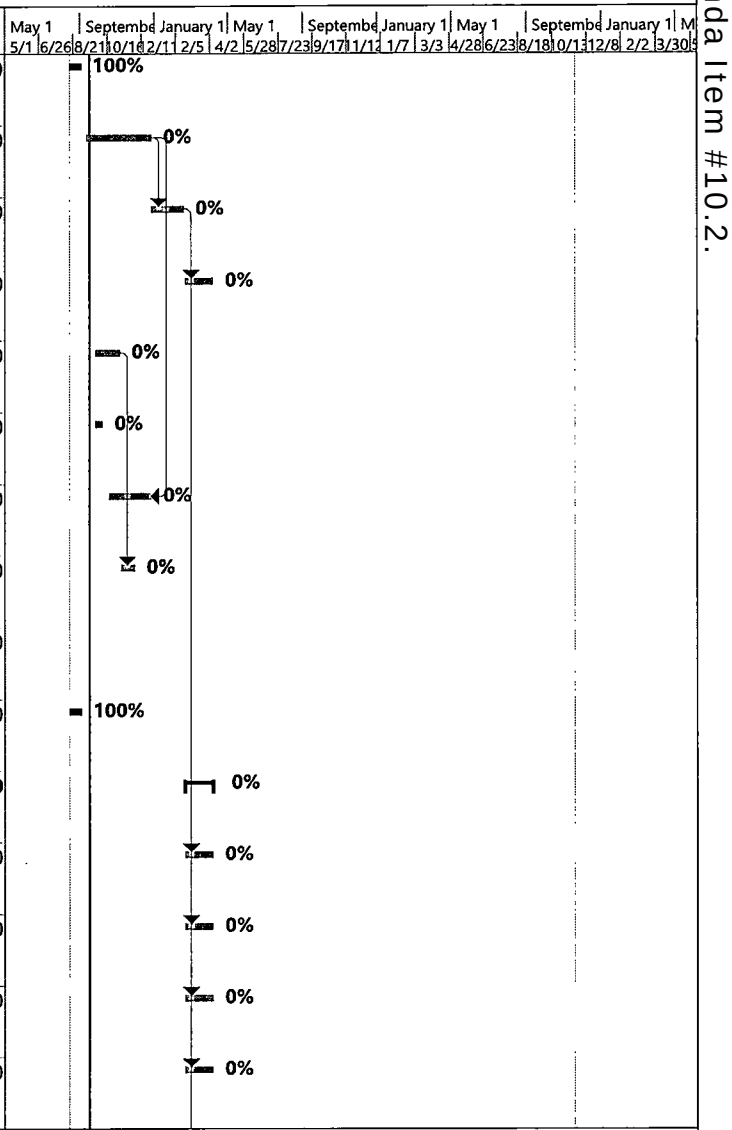
ID	Task Mode	Task Name	Duration	Start	Finish	Cost
1		**828 STUDIOS NM**	**578 days?**	**Mon 8/15/22**	**Mon 11/18/24**	**$25,326,489.00**
2		**RENOVATION**	**535 days?**	**Mon 8/15/22**	**Wed 9/18/24**	**$9,341,489.00**
3		**Contracts**	**10 days**	**Mon 9/19/22**	**Fri 9/30/22**	**$0.00**
4		General Contractor	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
5		Architectural	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
6		**Engineering**	**10 days**	**Mon 9/19/22**	**Fri 9/30/22**	**$0.00**
7		Mechanical	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
8		Electrical	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
9		Plumbing	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
10		Structural	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
11		Civil	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
12		Surveys	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
13		Geotech	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
14		Project Management	10 days	Mon 9/19/22	Fri 9/30/22	$0.00
15		**Plans & Surveys**	**156 days?**	**Mon 8/15/22**	**Thu 4/6/23**	**$532,100.00**



Critical	Task Progress	Baseline	Summary	Inactive Task
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone

828 Studios Redevelopment Schedule.mpp

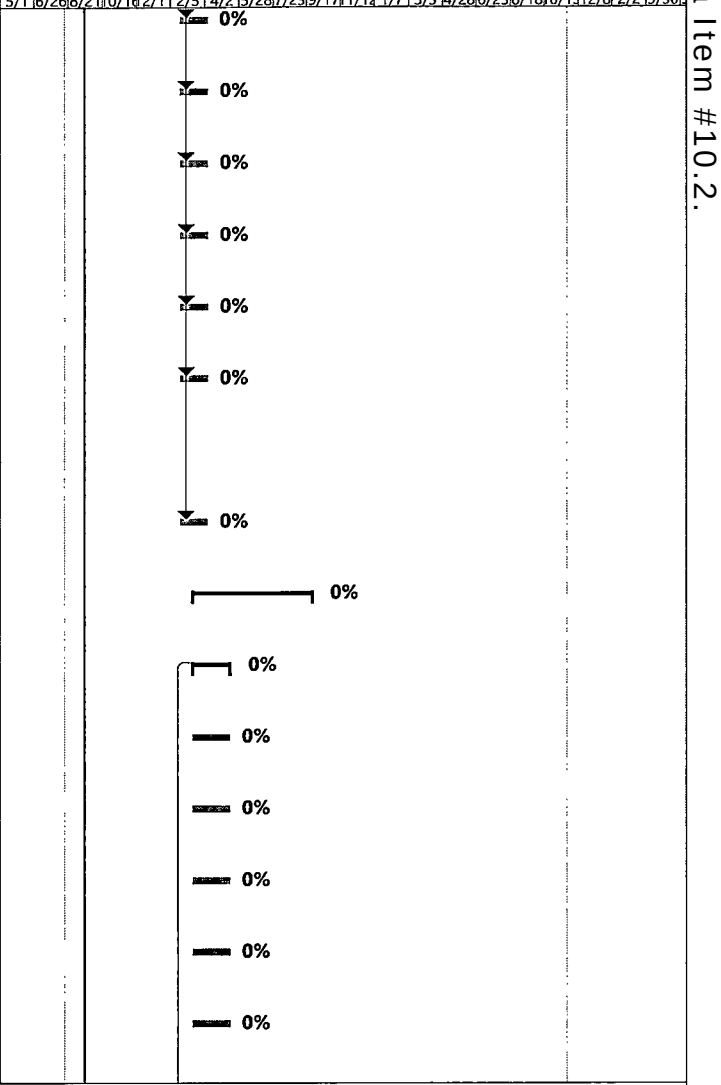
ID	Task Mode	Task Name	Duration	Start	Finish	Cost
16		Conceptual Site Plans	15 days	Mon 8/15/22	Fri 9/2/22	$0.00
17		DD Drawings	76 days	Mon 9/12/22	Mon 12/26/22	$257,500.00
18		Construction Drawings	39 days	Tue 12/27/22	Fri 2/17/23	$257,500.00
19		Demo Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
20		Geotechnical Survey	30 days	Mon 9/26/22	Fri 11/4/22	$8,000.00
21		Topographical Survey	10 days	Mon 9/26/22	Fri 10/7/22	$9,100.00
22		Stormwater Plans	41 days	Wed 10/19/22	Mon 12/26/22	$0.00
23		Materials testing	15 days	Mon 11/7/22	Tue 11/29/22	$0.00
24		Traffic Study				$0.00
25		Traffic Circulation Plan	15 days	Mon 8/15/22	Fri 9/2/22	$0.00
26		**Permits**	**34 days?**	**Mon 2/20/23**	**Thu 4/6/23**	**$103,500.00**
27		Grading Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
28		Underground Utilities Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
29		MEP Permits	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
30		Structural Building Plans/Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00



Critical	Task Progress	Baseline	Summary	Inactive Task
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
31		Stormwater Retention Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
32		Landscaping Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
33		Fire Life Safety Permits	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
34		Stage 1 Renovation Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
35		Stage 2 Renovation Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
36		Workshop Renovation Permit	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
37		Creative Office Building Permit				$0.00
38		Guard Shack Permits	34 days	Mon 2/20/23	Thu 4/6/23	$0.00
39		**Phase I Site Work**	**141 days**	**Mon 3/13/23**	**Mon 9/25/23**	**$1,858,393.00**
40		**Site Demo**	**45 days**	**Mon 3/13/23**	**Fri 5/12/23**	**$390,403.00**
41		Tree removal	45 days	Mon 3/13/23	Fri 5/12/23	$52,096.00
42		Removal of volcanic rock to Phase 2	45 days	Mon 3/13/23	Fri 5/12/23	$166,000.00
43		Removal of tires	45 days	Mon 3/13/23	Fri 5/12/23	$1,500.00
44		Removal of trash and debris	45 days	Mon 3/13/23	Fri 5/12/23	$18,226.00
45		Removal of RV trailer	45 days	Mon 3/13/23	Fri 5/12/23	$2,700.00



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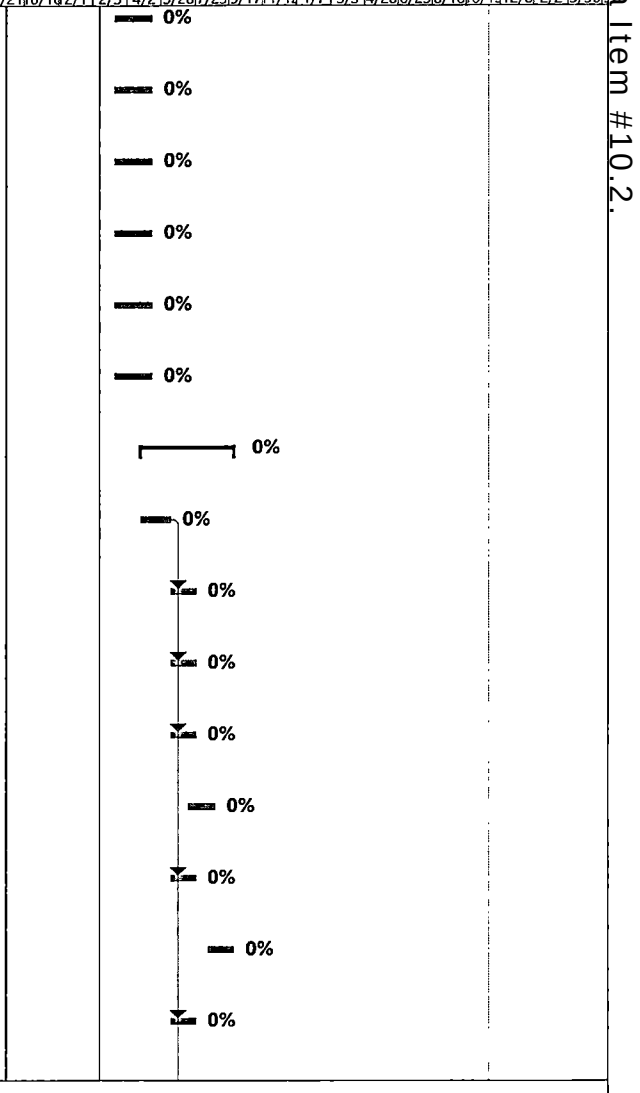
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
46		Waste Removal; Stage 1	45 days	Mon 3/13/23	Fri 5/12/23	$8,650.00
47		Waste Removal; Stage 2	45 days	Mon 3/13/23	Fri 5/12/23	$37,100.00
48		Waste Removal WS-A	45 days	Mon 3/13/23	Fri 5/12/23	$30,000.00
49		Clean and expose RR Tracks	45 days	Mon 3/13/23	Fri 5/12/23	$22,601.00
50		Demolition - above grade concrete	45 days	Mon 3/13/23	Fri 5/12/23	$44,830.00
51		Demo Bagging Equip WS-A	45 days	Mon 3/13/23	Fri 5/12/23	$6,700.00
52		**Sitework**	**111 days**	**Mon 4/24/23**	**Mon 9/25/23**	**$1,467,990.00**
53		Rough Grading	36 days	Mon 4/24/23	Mon 6/12/23	$0.00
54		Access road to Stage 1 and Work Shop	30 days	Tue 6/13/23	Mon 7/24/23	$304,790.00
55		Asphalt Parking - Lot 4	30 days	Tue 6/13/23	Mon 7/24/23	$159,100.00
56		Asphalt Parking - Lot 5	30 days	Tue 6/13/23	Mon 7/24/23	$167,015.00
57		Asphalt Parking Work Shop	33 days	Wed 7/12/23	Fri 8/25/23	$96,144.00
58		Asphalt Parking - Lot 6	30 days	Tue 6/13/23	Mon 7/24/23	$172,715.00
59		Asphalt Parking - Stage 1 Lot	31 days	Mon 8/14/23	Mon 9/25/23	$83,328.00
60		Asphalt Parking - POB Lots 2&3	30 days	Tue 6/13/23	Mon 7/24/23	$119,900.00



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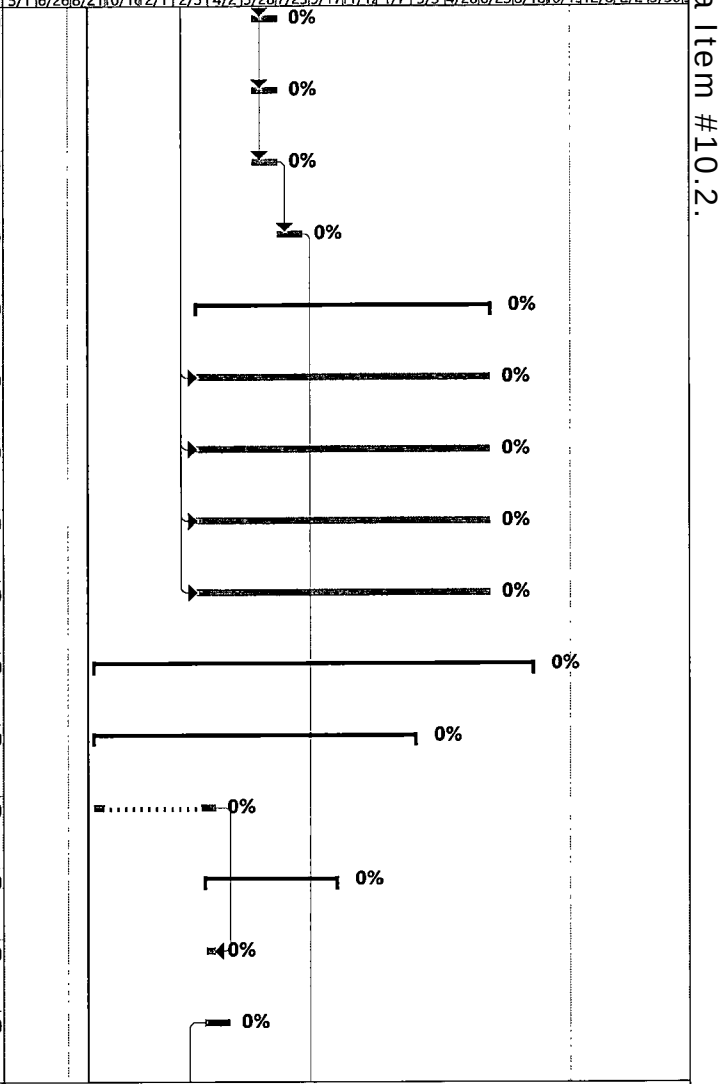
ID	Task Mode	Task Name	Duration	Start	Finish	Cost
61		Graveled area temp power plants	30 days	Tue 6/13/23	Mon 7/24/23	$33,250.00
62		Cantina Slab	30 days	Tue 6/13/23	Mon 7/24/23	$7,200.00
63		Underground Retention Ponds	30 days	Tue 6/13/23	Mon 7/24/23	$75,000.00
64		Landscape Phase 1 (12,000 SF)	30 days	Tue 7/25/23	Mon 9/4/23	$249,548.00
65		**Misc Construction Costs**	**347 days**	**Mon 3/13/23**	**Tue 7/9/24**	**$166,141.00**
66		Contractor Fee	347 days	Mon 3/13/23	Tue 7/9/24	$125,000.00
67		Temporary Facillities	347 days	Mon 3/13/23	Tue 7/9/24	$2,100.00
68		Temporary Utilities	347 days	Mon 3/13/23	Tue 7/9/24	$19,041.00
69		Builders Risk Insurance	347 days	Mon 3/13/23	Tue 7/9/24	$20,000.00
70		**Soundstages**	**505 days?**	**Mon 9/26/22**	**Wed 9/18/24**	**$4,743,605.00**
71		**Stage 1**	**367 days?**	**Mon 9/26/22**	**Fri 3/8/24**	**$4,323,605.00**
72		Remove and replace 9,000 SF of existing floor	30 days	Mon 9/26/22	Wed 4/12/23	$215,256.00
73		**Replace Roof & Walls**	**156 days**	**Mon 3/27/23**	**Mon 10/30/23**	**$2,303,249.00**
74		Add sub-framing as required	10 days	Thu 3/30/23	Wed 4/12/23	$0.00
75		Remove Sheeting	30 days	Mon 3/27/23	Fri 5/5/23	$0.00



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Split	Duration-only	Summary Progress	External Milestone	

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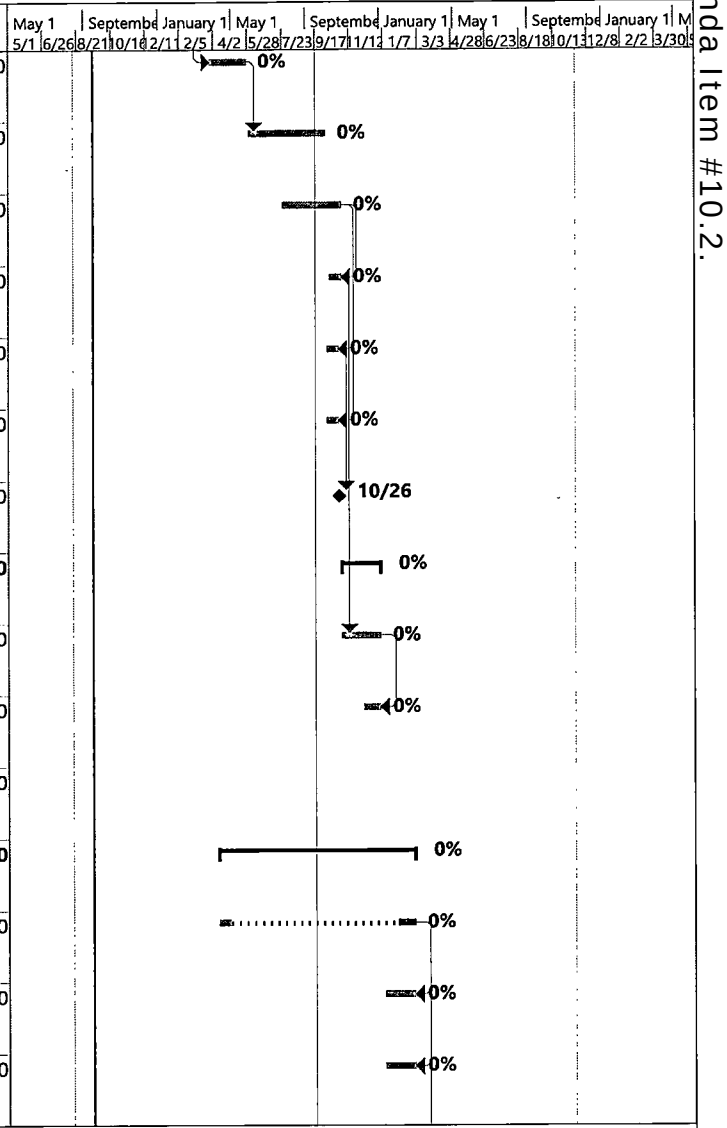
ID	Task Mode	Task Name	Duration	Start	Finish	Cost
76		Modify Steel Structure (panel prep)	45 days	Mon 3/27/23	Fri 5/26/23	$0.00
77		Install 4 Kingspan Insulated panels	92 days	Tue 5/30/23	Wed 10/4/23	$0.00
78		Install 6 interior SIP panels	71 days	Mon 7/24/23	Mon 10/30/23	$0.00
79		Install Duct liner on roof and wall interior	15 days	Tue 10/10/23	Mon 10/30/23	$0.00
80		1 ea - 18' W x 12' H barn door	14 days	Fri 10/6/23	Wed 10/25/23	$0.00
81		3ea - Hollow metal man doors	14 days	Fri 10/6/23	Wed 10/25/23	$0.00
82		Stage 1 COA	1 day	Thu 10/26/23	Thu 10/26/23	$0.00
83		**Mechanical**	**46 days?**	**Tue 10/31/23**	**Tue 1/2/24**	**$624,000.00**
84		HVAC - 150 TNS heating and cooling	46 days	Tue 10/31/23	Tue 1/2/24	$624,000.00
85		Exhaust Fans	20 days	Wed 12/6/23	Tue 1/2/24	$0.00
86		Gas Line (Heating)				$0.00
87		**Electrical**	**232 days**	**Mon 4/10/23**	**Tue 2/27/24**	**$615,100.00**
88		750 KVA Transformer 900 amp, 480V 3P	36 days	Mon 4/10/23	Tue 2/27/24	$615,100.00
89		Main Panel	36 days	Tue 1/9/24	Tue 2/27/24	$0.00
90		Bull Switches	36 days	Tue 1/9/24	Tue 2/27/24	$0.00



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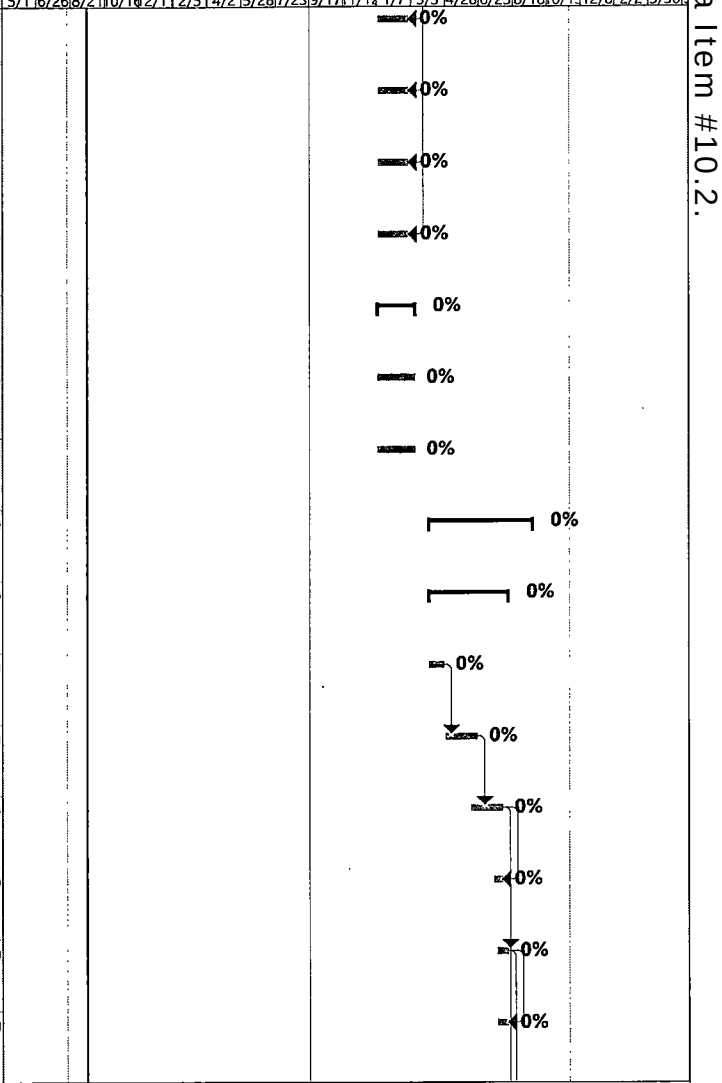
Task | Finish-only | Milestone | External Tasks | Deadline
Split | Duration-only | Summary Progress | External Milestone

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
91		high bay lighting	36 days	Tue 1/9/24	Tue 2/27/24	$0.00
92		emergency lighting	36 days	Tue 1/9/24	Tue 2/27/24	$0.00
93		ingress/egress, exterior wall pack lighting	36 days	Tue 1/9/24	Tue 2/27/24	$0.00
94		general purpose 120V outlets through out	36 days	Tue 1/9/24	Tue 2/27/24	$0.00
95		**Plumbing**	**45 days**	**Mon 1/8/24**	**Fri 3/8/24**	**$566,000.00**
96		Install Waterline	45 days	Mon 1/8/24	Fri 3/8/24	$20,000.00
97		Fire Sprinkler system	45 days	Mon 1/8/24	Fri 3/8/24	$546,000.00
98		**Stage 2**	**123 days?**	**Mon 4/1/24**	**Wed 9/18/24**	**$420,000.00**
99		**Stage 2 Renovation**	**95 days**	**Mon 4/1/24**	**Fri 8/9/24**	**$420,000.00**
100		Remove Sheet Metal	19 days	Mon 4/1/24	Thu 4/25/24	$0.00
101		Install 4 Kingspan panels	38 days	Mon 4/29/24	Wed 6/19/24	$0.00
102		Install 6 SIP panels	38 days	Mon 6/10/24	Wed 7/31/24	$0.00
103		Install interior Duct liner	10 days	Thu 7/18/24	Wed 7/31/24	$0.00
104		1 ea - 16' W x 14' H Barn Door	14 days	Tue 7/23/24	Fri 8/9/24	$0.00
105		3ea - Hollow metal man doors	14 days	Tue 7/23/24	Fri 8/9/24	$0.00



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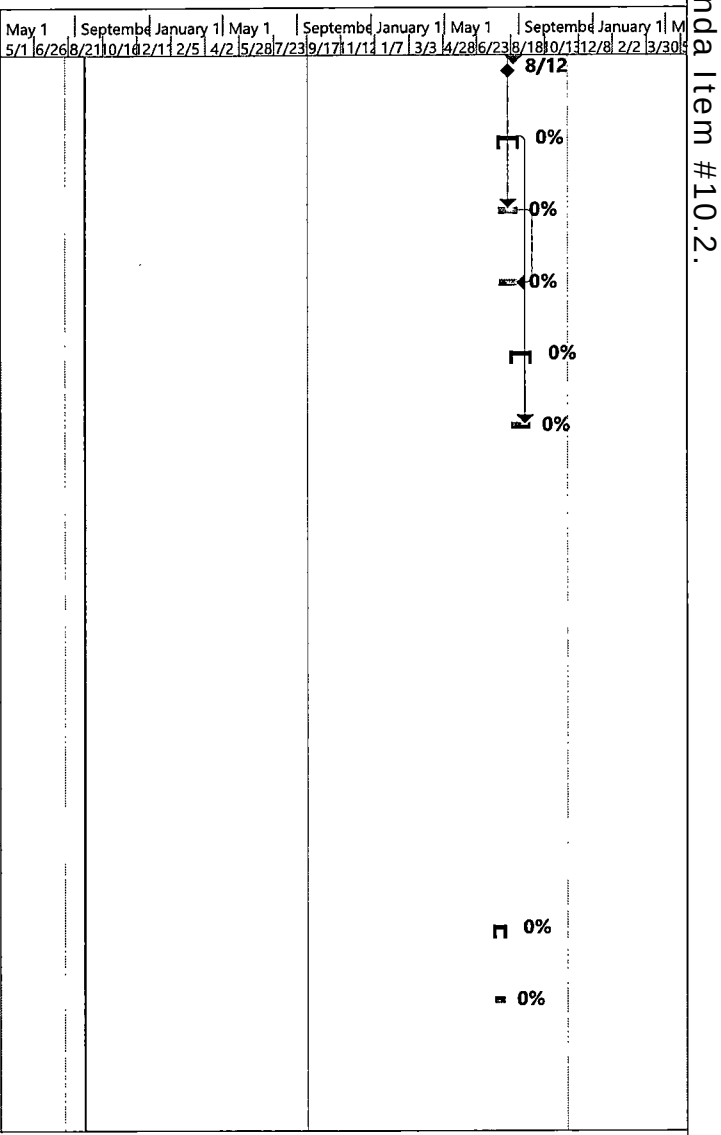
ID	Task Mode	Task Name	Duration	Start	Finish	Cost
106		Stage 2 COA	1 day	Mon 8/12/24	Mon 8/12/24	$0.00
107		**Mechanical**	**23 days**	**Mon 7/29/24**	**Wed 8/28/24**	**$0.00**
108		HVAC - 20 TNS	23 days	Mon 7/29/24	Wed 8/28/24	$0.00
109		Exhaust fans	22 days	Tue 7/30/24	Wed 8/28/24	$0.00
110		**Electrical**	**23 days?**	**Mon 8/19/24**	**Wed 9/18/24**	**$0.00**
111		250 KVA Transformer	23 days	Mon 8/19/24	Wed 9/18/24	$0.00
112		Interior Main				$0.00
113		Bull Switches				$0.00
114		warehouse lighting				$0.00
115		emergency lighting ingress/ egress				$0.00
116		exterior wall pack lighting				$0.00
117		convenient outlets, 220V outlets				$0.00
118		**Plumbing**	**13 days?**	**Mon 7/22/24**	**Wed 8/7/24**	**$0.00**
119		Interior Water Lines/Sink	13 days	Mon 7/22/24	Wed 8/7/24	$0.00
120		Fire Sprinkler System				$0.00



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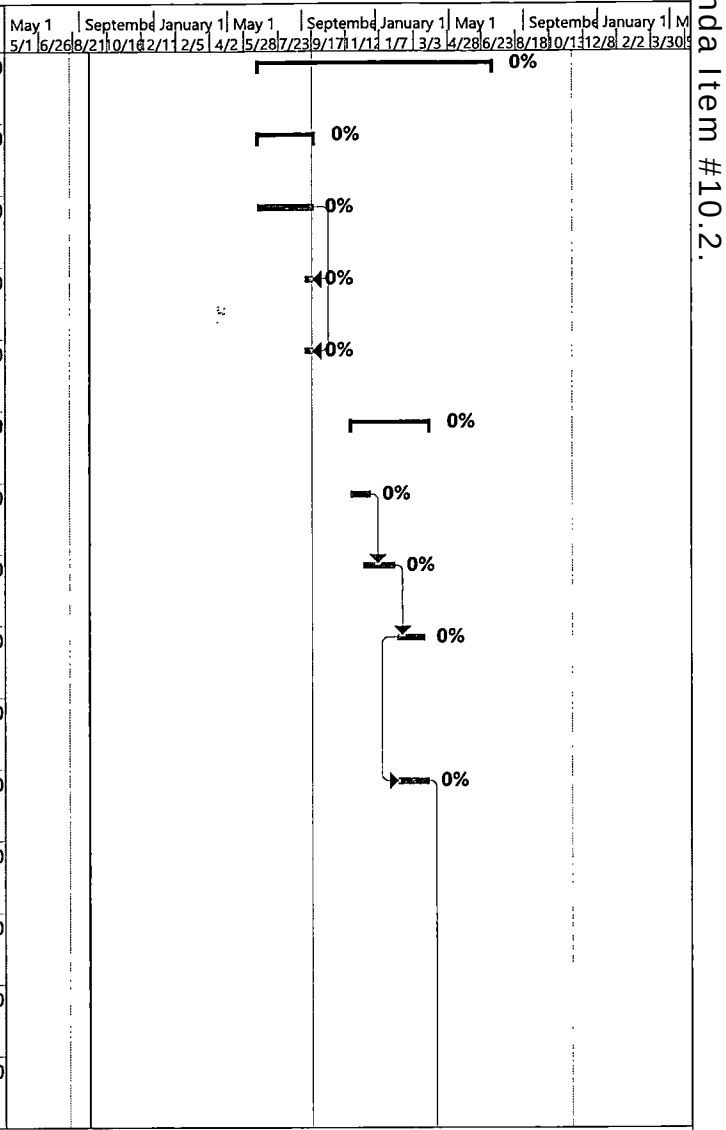
ID	Task Mode	Task Name	Duration	Start	Finish	Cost
121		**Workshop A**	**277 days?**	**Mon 6/19/23**	**Tue 7/9/24**	**$1,846,000.00**
122		**2ea - Concrete Loading docks**	**67 days**	**Mon 6/19/23**	**Tue 9/19/23**	**$208,000.00**
123		concrete approach ramps	67 days	Mon 6/19/23	Tue 9/19/23	$208,000.00
124		hand railing	10 days	Wed 9/6/23	Tue 9/19/23	$0.00
125		dock levelers	10 days	Wed 9/6/23	Tue 9/19/23	$0.00
126		**Workshop A Renovation**	**93 days?**	**Mon 11/20/23**	**Wed 3/27/24**	**$1,638,000.00**
127		Remove existing roof and wall sheeting	25 days	Mon 11/20/23	Fri 12/22/23	$0.00
128		Modify Steel Structure (panel prep)	38 days	Mon 12/11/23	Wed 1/31/24	$0.00
129		Install PBR 26 ga roof sheets	33 days	Mon 2/5/24	Wed 3/20/24	$0.00
130		Install/replace sub-framing				$0.00
131		Install exterior OSB/SIP panels	38 days	Mon 2/5/24	Wed 3/27/24	$0.00
132		Install interior metal wall panels				$0.00
133		install under roof insulation				$0.00
134		Remove wood frame breezeway				$0.00
135		Add metal frame breezeway				$0.00



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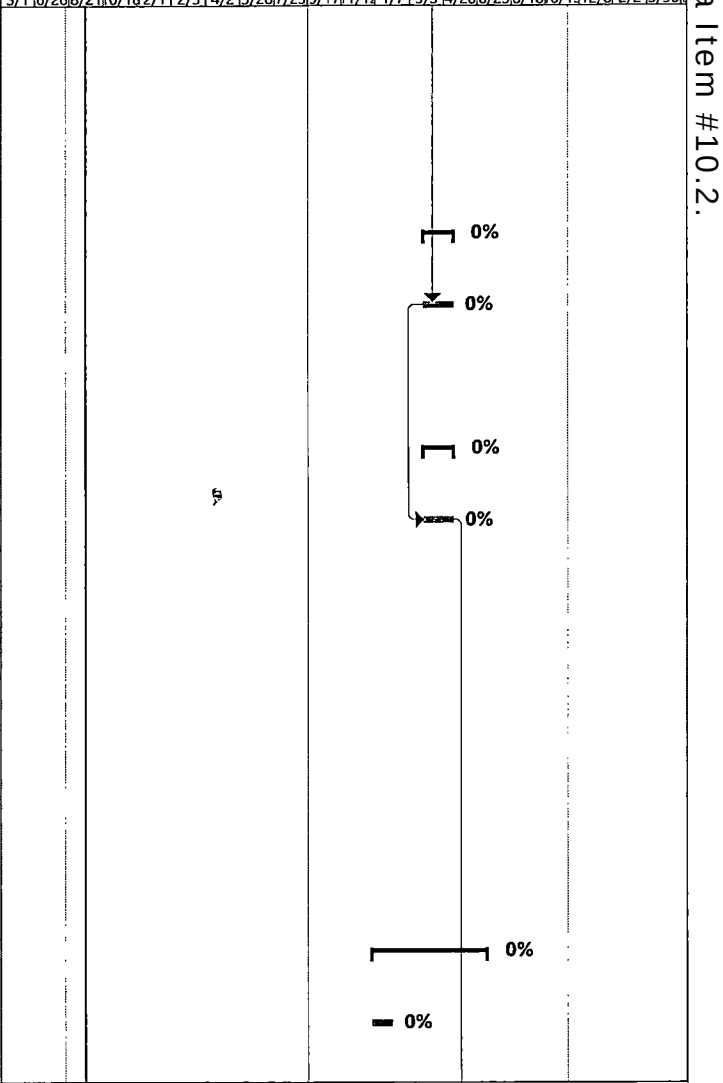
136		3ea demising walls in the building				$0.00
137		10 ea Exterior man doors				$0.00
138		6 ea 12' x 10' Overhead doors				$0.00
139		**Mechanical**	**36 days?**	**Mon 3/25/24**	**Mon 5/13/24**	**$0.00**
140		HVAC - 75 TNS	36 days	Mon 3/25/24	Mon 5/13/24	$0.00
141		Gas (Heating)				$0.00
142		**Electrical**	**36 days?**	**Mon 3/25/24**	**Mon 5/13/24**	**$0.00**
143		Transformer (TBD)	36 days	Mon 3/25/24	Mon 5/13/24	$0.00
144		Interior Electrical Panels				$0.00
145		220V convenience power				$0.00
146		Warehouse lighting				$0.00
147		Emergency lighting ingress/egress				$0.00
148		Exterior lighting				$0.00
149		**Plumbing**	**136 days**	**Mon 1/1/24**	**Mon 7/8/24**	**$0.00**
150		Restrooms	25 days	Mon 1/1/24	Fri 2/2/24	$0.00



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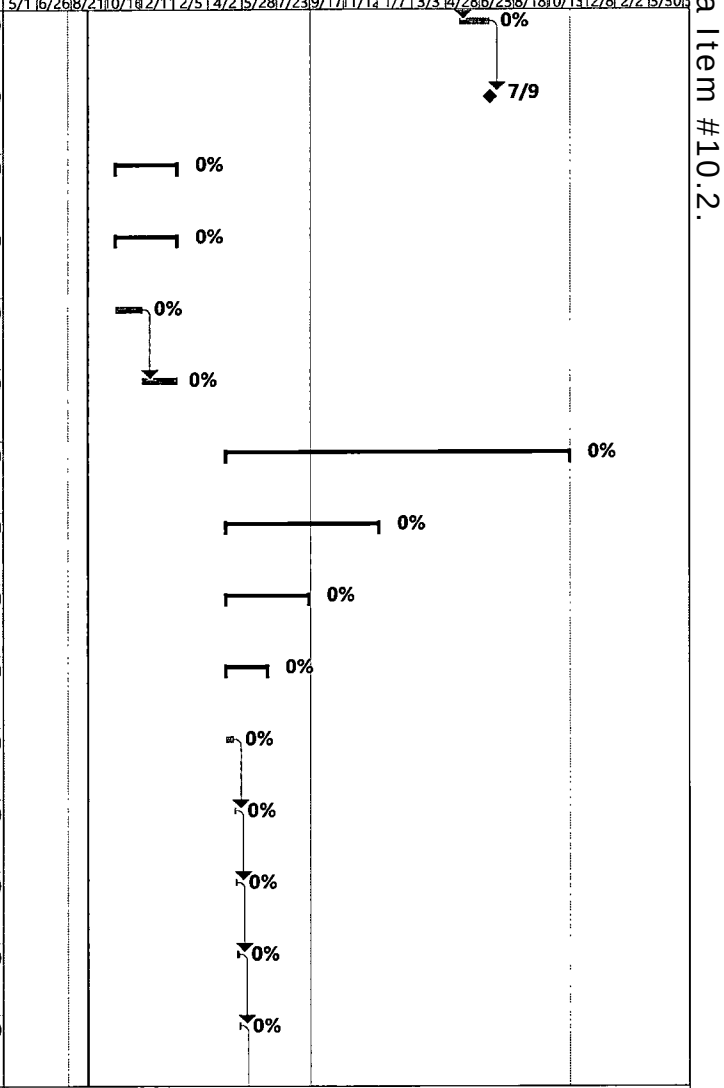
151		Fire sprinkler system	36 days	Mon 5/20/24	Mon 7/8/24	$0.00
152		Workshop A COA	1 day	Tue 7/9/24	Tue 7/9/24	$0.00
153		**Production Office Buildings**	**60 days**	**Tue 11/1/22**	**Thu 2/9/23**	**$91,750.00**
154		**POB 1**	**60 days**	**Tue 11/1/22**	**Thu 2/9/23**	**$91,750.00**
155		Exterior T.I. (TBD)	30 days	Tue 11/1/22	Wed 12/14/22	$45,875.00
156		Interior T.I. (TBD)	30 days	Thu 12/15/22	Thu 2/9/23	$45,875.00
157		**NEW CONSTRUCTION**	**406 days**	**Mon 5/1/23**	**Mon 11/18/24**	**$15,985,000.00**
158		**New Stages 3 & 4**	**181 days**	**Mon 5/1/23**	**Mon 1/8/24**	**$14,000,000.00**
159		**Stage Structural Assembly**	**99 days**	**Mon 5/1/23**	**Thu 9/14/23**	**$7,000,000.00**
160		**Stage 3 Structural Assembly**	**50 days**	**Mon 5/1/23**	**Fri 7/7/23**	**$3,500,000.00**
161		Base Plates	10 days	Mon 5/1/23	Fri 5/12/23	$0.00
162		Prep Modules 1-3	2 days	Mon 5/15/23	Tue 5/16/23	$0.00
163		Assembly Module 1	2 days	Wed 5/17/23	Thu 5/18/23	$0.00
164		Assembly Module 2	2 days	Fri 5/19/23	Mon 5/22/23	$0.00
165		Assembly Module 3	2 days	Tue 5/23/23	Wed 5/24/23	$0.00



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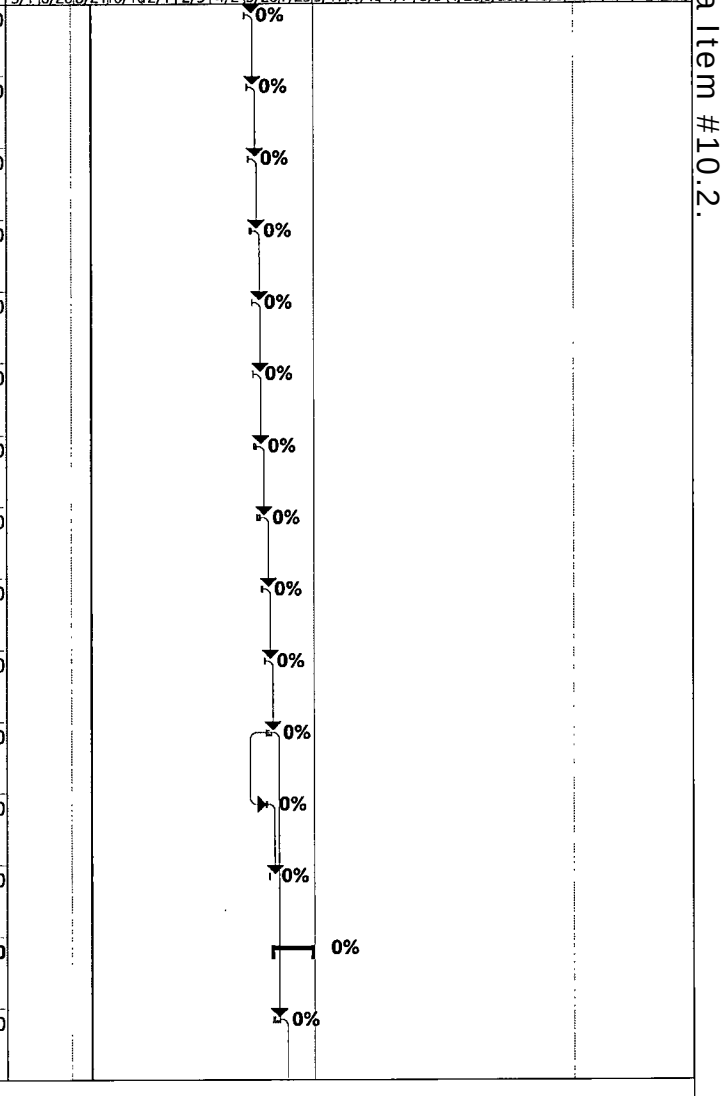
166		Prep Modules 4-5	2 days	Thu 5/25/23	Fri 5/26/23	$0.00
167		Assembly Module 4	2 days	Mon 5/29/23	Tue 5/30/23	$0.00
168		Assembly Module 5	2 days	Wed 5/31/23	Thu 6/1/23	$0.00
169		Assembly Single Frame	3 days	Fri 6/2/23	Tue 6/6/23	$0.00
170		Pulling Roof Module 1-5	1 day	Wed 6/7/23	Wed 6/7/23	$0.00
171		Stage 3 Module Lift	1 day	Thu 6/8/23	Thu 6/8/23	$0.00
172		Purlins, Cables, Braces	3 days	Fri 6/9/23	Tue 6/13/23	$0.00
173		Roof & Insulation & Tension Bars	5 days	Wed 6/14/23	Tue 6/20/23	$0.00
174		Gable End	3 days	Wed 6/21/23	Fri 6/23/23	$0.00
175		Gable Leg Sections	2 days	Mon 6/26/23	Tue 6/27/23	$0.00
176		Wall Panel Installation	8 days	Wed 6/28/23	Fri 7/7/23	$0.00
177		Corners & Gutters	3 days	Wed 6/28/23	Fri 6/30/23	$0.00
178		Weather Sealing	2 days	Mon 7/3/23	Tue 7/4/23	$0.00
179		**Stage 4 Structural Assembly**	**49 days**	**Mon 7/10/23**	**Thu 9/14/23**	**$3,500,000.00**
180		Base Plates	10 days	Mon 7/10/23	Fri 7/21/23	$0.00



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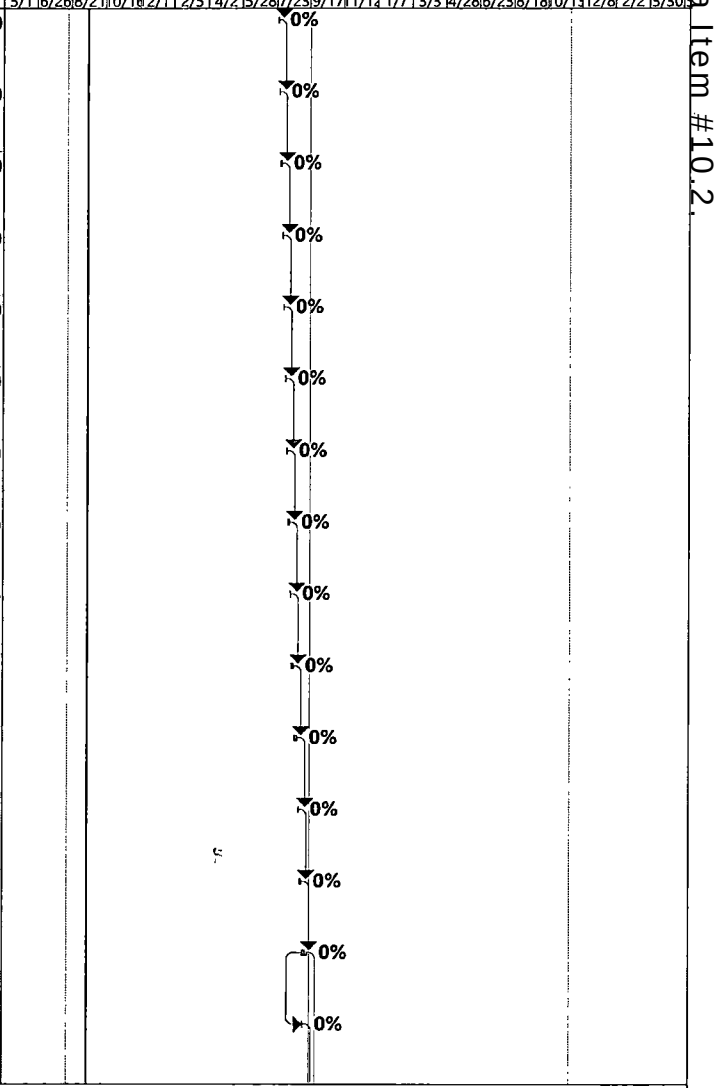
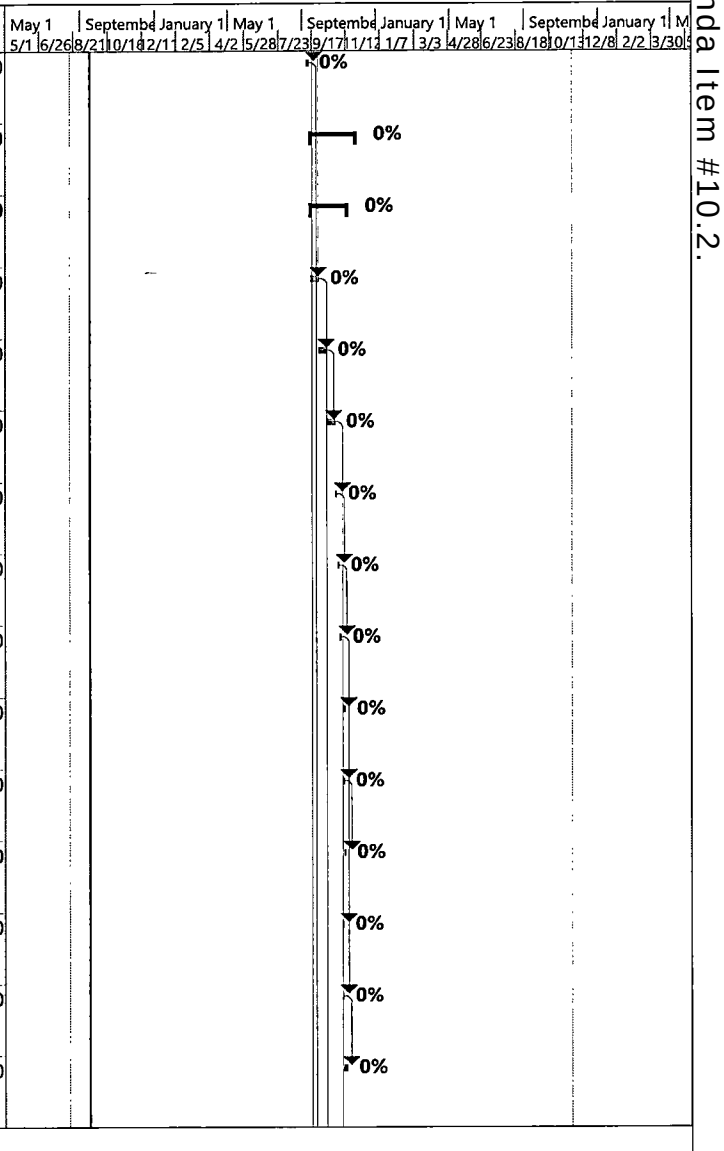
181		Prep modules 1-3	2 days	Mon 7/24/23	Tue 7/25/23	$0.00
182		Assembly Module 1	2 days	Wed 7/26/23	Thu 7/27/23	$0.00
183		Assembly Module 2	2 days	Fri 7/28/23	Mon 7/31/23	$0.00
184		Assembly Module 3	2 days	Tue 8/1/23	Wed 8/2/23	$0.00
185		Prep Modules 4-5	2 days	Thu 8/3/23	Fri 8/4/23	$0.00
186		Assembly Module 4	2 days	Mon 8/7/23	Tue 8/8/23	$0.00
187		Assembly module 5	2 days	Wed 8/9/23	Thu 8/10/23	$0.00
188		Pulling Roof Module 1-5	2 days	Fri 8/11/23	Mon 8/14/23	$0.00
189		Stage 4 Module Lift	2 days	Tue 8/15/23	Wed 8/16/23	$0.00
190		Purlins, Cables, Braces	3 days	Thu 8/17/23	Mon 8/21/23	$0.00
191		Roof Insulation & Tension Bars	5 days	Tue 8/22/23	Mon 8/28/23	$0.00
192		Gable Leg Sections	2 days	Tue 8/29/23	Wed 8/30/23	$0.00
193		Gable End	3 days	Thu 8/31/23	Mon 9/4/23	$0.00
194		Wall Panel Installation	8 days	Tue 9/5/23	Thu 9/14/23	$0.00
195		Corners & Gutters	3 days	Tue 9/5/23	Thu 9/7/23	$0.00



Critical		Task Progress		Baseline		Summary		Inactive Task	
Critical Split		Manual Task		Baseline Split		Manual Summary		Inactive Milestone	◇
Critical Progress		Start-only	⊏	Baseline Milestone	◇	Project Summary		Inactive Summary	
Task		Finish-only	⊐	Milestone	◆	External Tasks		Deadline	↓
Split		Duration-only		Summary Progress		External Milestone	◇		

828 Studios Redevelopment Schedule.mpp

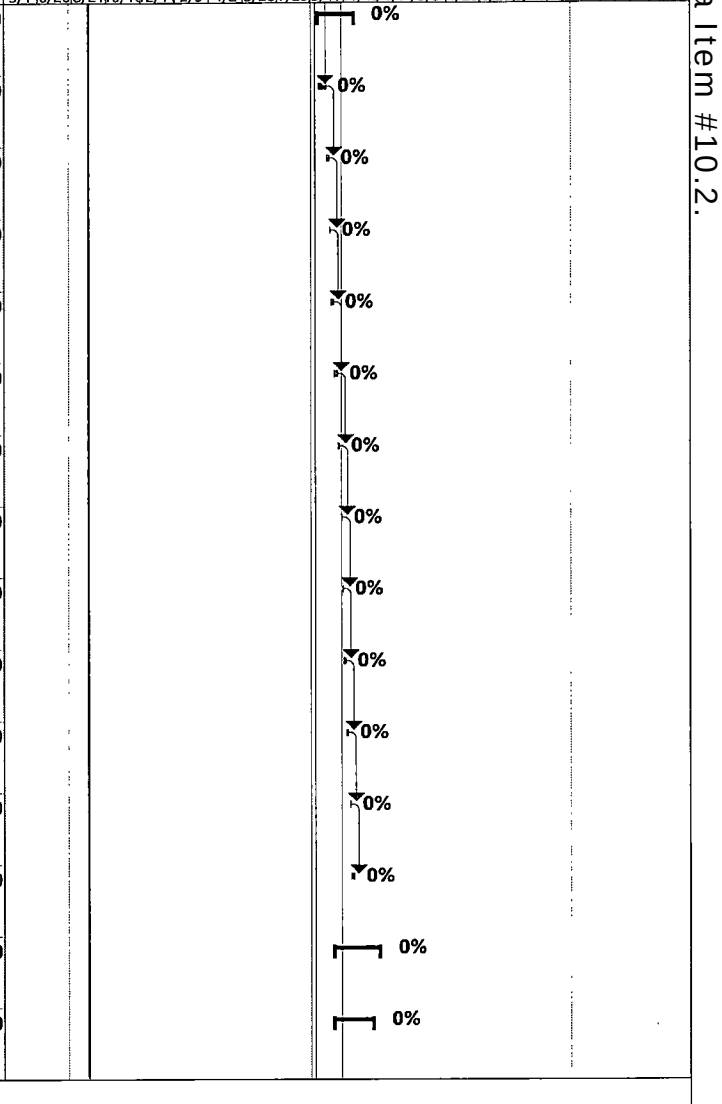
ID	Task Mode	Task Name	Duration	Start	Finish	Cost
196		Weather Sealing	2 days	Fri 9/8/23	Mon 9/11/23	$0.00
197		**Stage Interior**	**52 days**	**Fri 9/15/23**	**Mon 11/27/23**	**$3,500,000.00**
198		**Stage 3 Interior**	**42 days**	**Fri 9/15/23**	**Mon 11/13/23**	**$1,750,000.00**
199		Stage 3 Flooring	10 days	Fri 9/15/23	Thu 9/28/23	$0.00
200		Stage 3 Plywood	8 days	Fri 9/29/23	Tue 10/10/23	$0.00
201		Acoustic Wall Liner	10 days	Wed 10/11/23	Tue 10/24/23	$0.00
202		Staircases & Emergency Exit Ladders	3 days	Wed 10/25/23	Fri 10/27/23	$0.00
203		Rat Holes	2 days	Mon 10/30/23	Tue 10/31/23	$0.00
204		Elephant Door	3 days	Wed 11/1/23	Fri 11/3/23	$0.00
205		Airlock Vestibules	5 days	Mon 11/6/23	Fri 11/10/23	$0.00
206		Personnel Doors (Exterior)	3 days	Mon 11/6/23	Wed 11/8/23	$0.00
207		Cable Port Guillotines	2 days	Thu 11/9/23	Fri 11/10/23	$0.00
208		Elephant Door Balustrades	2 days	Mon 11/6/23	Tue 11/7/23	$0.00
209		Handrails	2 days	Mon 11/6/23	Tue 11/7/23	$0.00
210		Stage 3 Floor Painting	4 days	Wed 11/8/23	Mon 11/13/23	$0.00



Critical	Task Progress	Baseline	Summary	Inactive Task
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone

828 Studios Redevelopment Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
211		**Stage 4 Interior**	**42 days**	**Fri 9/29/23**	**Mon 11/27/23**	**$1,750,000.00**
212		Stage 4 Flooring	10 days	Fri 9/29/23	Thu 10/12/23	$0.00
213		Stage 4 Plywood	3 days	Fri 10/13/23	Tue 10/17/23	$0.00
214		Acoustic Wall Liner	2 days	Wed 10/18/23	Thu 10/19/23	$0.00
215		Staircases & Emergency Exit Ladders	3 days	Fri 10/20/23	Tue 10/24/23	$0.00
216		Rat Holes	5 days	Wed 10/25/23	Tue 10/31/23	$0.00
217		Elephant Door	3 days	Wed 11/1/23	Fri 11/3/23	$0.00
218		Airlock Vestibules	2 days	Mon 11/6/23	Tue 11/7/23	$0.00
219		Personnel Doors (Exterior)	2 days	Wed 11/8/23	Thu 11/9/23	$0.00
220		Cable Port Guillotines	2 days	Fri 11/10/23	Mon 11/13/23	$0.00
221		Elephant Door Balustrades	4 days	Tue 11/14/23	Fri 11/17/23	$0.00
222		Handrails	2 days	Mon 11/20/23	Tue 11/21/23	$0.00
223		Stage 4 Floor Painting	4 days	Wed 11/22/23	Mon 11/27/23	$0.00
224		**Stage Fit Out**	**54 days**	**Wed 10/25/23**	**Mon 1/8/24**	**$3,500,000.00**
225		**Stage 3 Fit Out**	**47 days**	**Wed 10/25/23**	**Thu 12/28/23**	**$1,750,000.00**



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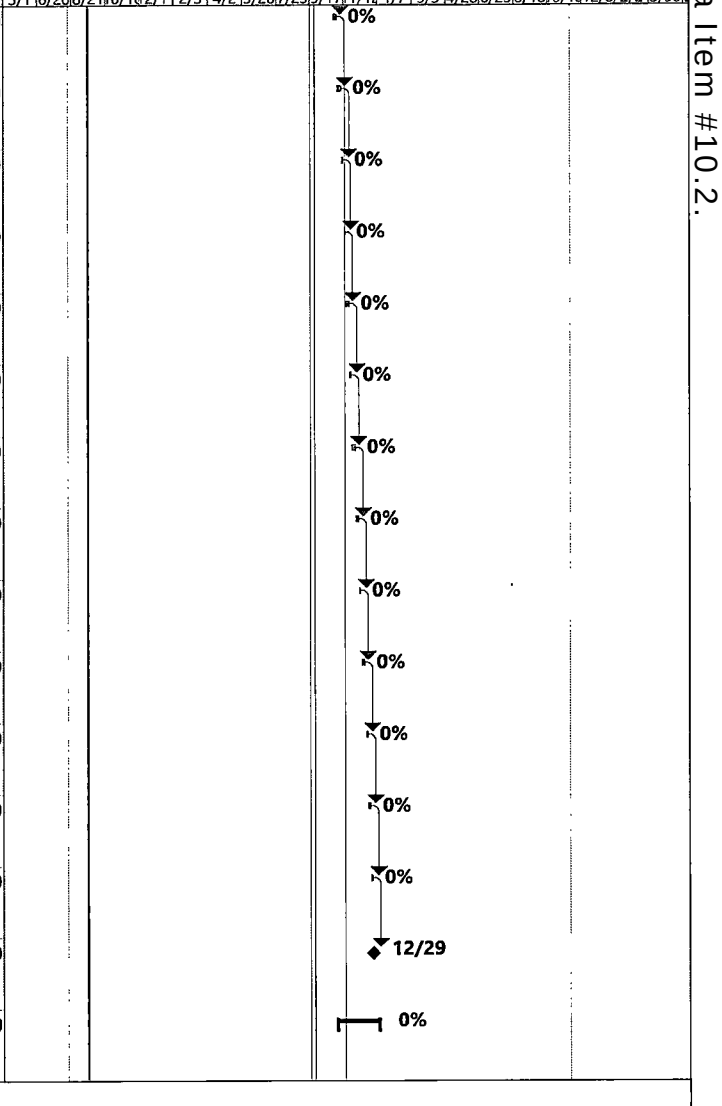
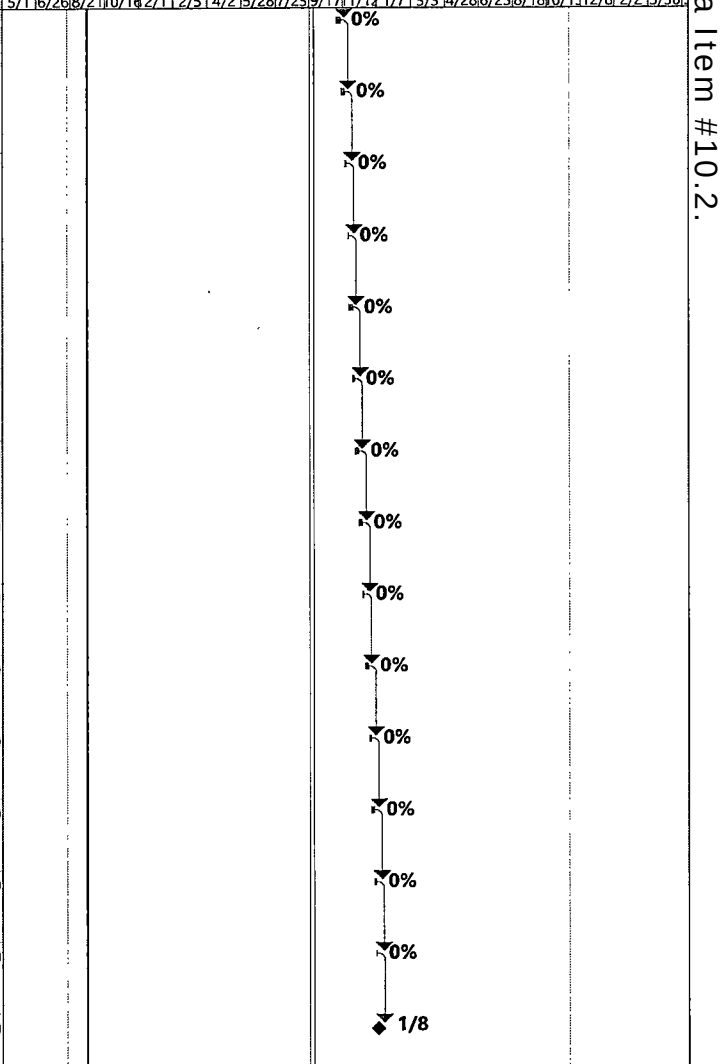
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone	

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
226		House Lighting	5 days	Wed 10/25/23	Tue 10/31/23	$0.00
227		Bull Switches	5 days	Wed 11/1/23	Tue 11/7/23	$0.00
228		Heating Control	3 days	Wed 11/8/23	Fri 11/10/23	$0.00
229		Signage	1 day	Mon 11/13/23	Mon 11/13/23	$0.00
230		Electrical Infrastructure	5 days	Tue 11/14/23	Mon 11/20/23	$0.00
231		MV Cable Trench/Duct Installation	3 days	Tue 11/21/23	Thu 11/23/23	$0.00
232		Transformer Pad	5 days	Fri 11/24/23	Thu 11/30/23	$0.00
233		Transformer Installation	3 days	Fri 12/1/23	Tue 12/5/23	$0.00
234		MV Electrical Connection/Installation	3 days	Wed 12/6/23	Fri 12/8/23	$0.00
235		HVAC Installation	5 days	Mon 12/11/23	Fri 12/15/23	$0.00
236		Fire Detection System	3 days	Mon 12/18/23	Wed 12/20/23	$0.00
237		Red Light & Bell	3 days	Thu 12/21/23	Mon 12/25/23	$0.00
238		Mesh Installation	3 days	Tue 12/26/23	Thu 12/28/23	$0.00
239		Stage 3 COA	1 day	Fri 12/29/23	Fri 12/29/23	$0.00
240		**Stage 4 Fit Out**	**49 days**	**Wed 11/1/23**	**Mon 1/8/24**	**$1,750,000.00**



Critical
Critical Split
Critical Progress
Task
Split
Task Progress
Manual Task
Start-only
Finish-only
Duration-only
Baseline
Baseline Split
Baseline Milestone
Milestone
Summary Progress
Summary
Manual Summary
Project Summary
External Tasks
External Milestone
Inactive Task
Inactive Milestone
Inactive Summary
Deadline

ID	Task Mode	Task Name	Duration	Start	Finish	Cost
241		House Lighting	5 days	Wed 11/1/23	Tue 11/7/23	$0.00
242		Bull Switches	5 days	Wed 11/8/23	Tue 11/14/23	$0.00
243		Heating Control	3 days	Wed 11/15/23	Fri 11/17/23	$0.00
244		Signage	1 day	Mon 11/20/23	Mon 11/20/23	$0.00
245		Electrical Infrastructure	5 days	Tue 11/21/23	Mon 11/27/23	$0.00
246		MV Cable Trench/Duct Installation	3 days	Tue 11/28/23	Thu 11/30/23	$0.00
247		Transformer Pad	5 days	Fri 12/1/23	Thu 12/7/23	$0.00
248		Transformer Installation	3 days	Fri 12/8/23	Tue 12/12/23	$0.00
249		MV Electrical Connection/Installation	3 days	Wed 12/13/23	Fri 12/15/23	$0.00
250		HVAC Installation	5 days	Mon 12/18/23	Fri 12/22/23	$0.00
251		Fire Detection System	3 days	Mon 12/25/23	Wed 12/27/23	$0.00
252		Red Light & Bell	3 days	Thu 12/28/23	Mon 1/1/24	$0.00
253		Mesh Installation	3 days	Tue 1/2/24	Thu 1/4/24	$0.00
254		Mesh Installation	1 day	Fri 1/5/24	Fri 1/5/24	$0.00
255		Stage 4 COA	1 day	Mon 1/8/24	Mon 1/8/24	$0.00



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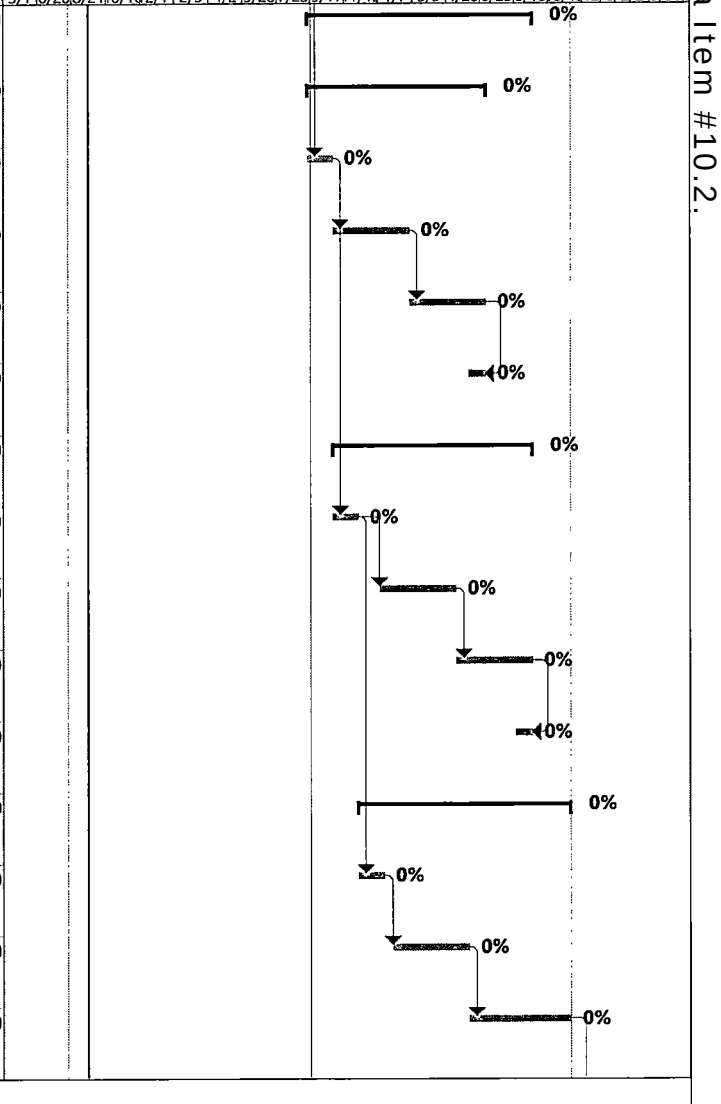
Task — Finish-only — Milestone — External Tasks — Deadline
Split — Duration-only — Summary Progress — External Milestone

828 Studios Redevelopment Schedule.mpp

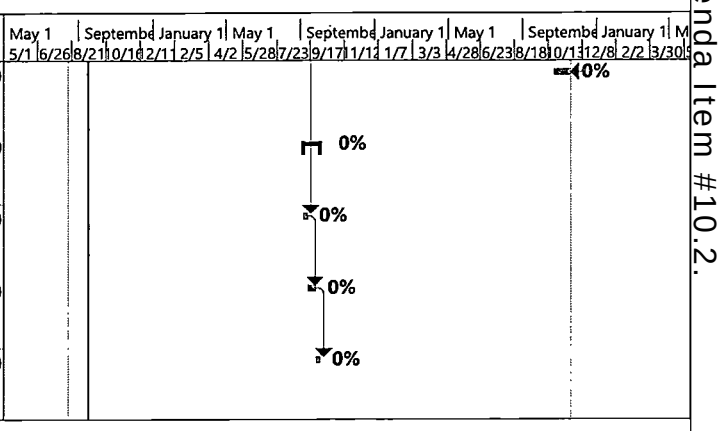
ID	Task Mode	Task Name	Duration	Start	Finish	Cost
256		**New Production Office Buildings 2 & 3**	**265 days**	**Tue 9/12/23**	**Mon 9/16/24**	**$1,280,000.00**
257		**POB 2**	**210 days**	**Tue 9/12/23**	**Mon 7/1/24**	**$640,000.00**
258		Floorplans (TBD)	30 days	Tue 9/12/23	Mon 10/23/23	$0.00
259		MEP (TBD)	90 days	Tue 10/24/23	Mon 2/26/24	$0.00
260		Construction (TBD)	90 days	Tue 2/27/24	Mon 7/1/24	$0.00
261		IT / Telco	20 days	Tue 6/4/24	Mon 7/1/24	$0.00
262		**POB 3**	**235 days**	**Tue 10/24/23**	**Mon 9/16/24**	**$640,000.00**
263		Floorplans (TBD)	30 days	Tue 10/24/23	Mon 12/4/23	$0.00
264		MEP (TBD)	90 days	Tue 1/9/24	Mon 5/13/24	$0.00
265		Construction (TBD)	90 days	Tue 5/14/24	Mon 9/16/24	$0.00
266		IT / Telco	20 days	Tue 8/20/24	Mon 9/16/24	$0.00
267		**New Creative Office Building**	**250 days**	**Tue 12/5/23**	**Mon 11/18/24**	**$640,000.00**
268		Floorplans (TBD)	30 days	Tue 12/5/23	Mon 1/15/24	$0.00
269		MEP (TBD)	90 days	Tue 1/30/24	Mon 6/3/24	$0.00
270		Construction (TBD)	120 days	Tue 6/4/24	Mon 11/18/24	$0.00



Critical	Task Progress	Baseline	Summary	Inactive Task
Critical Split	Manual Task	Baseline Split	Manual Summary	Inactive Milestone
Critical Progress	Start-only	Baseline Milestone	Project Summary	Inactive Summary
Task	Finish-only	Milestone	External Tasks	Deadline
Split	Duration-only	Summary Progress	External Milestone

828 Studios Redevelopment Schedule.mpp

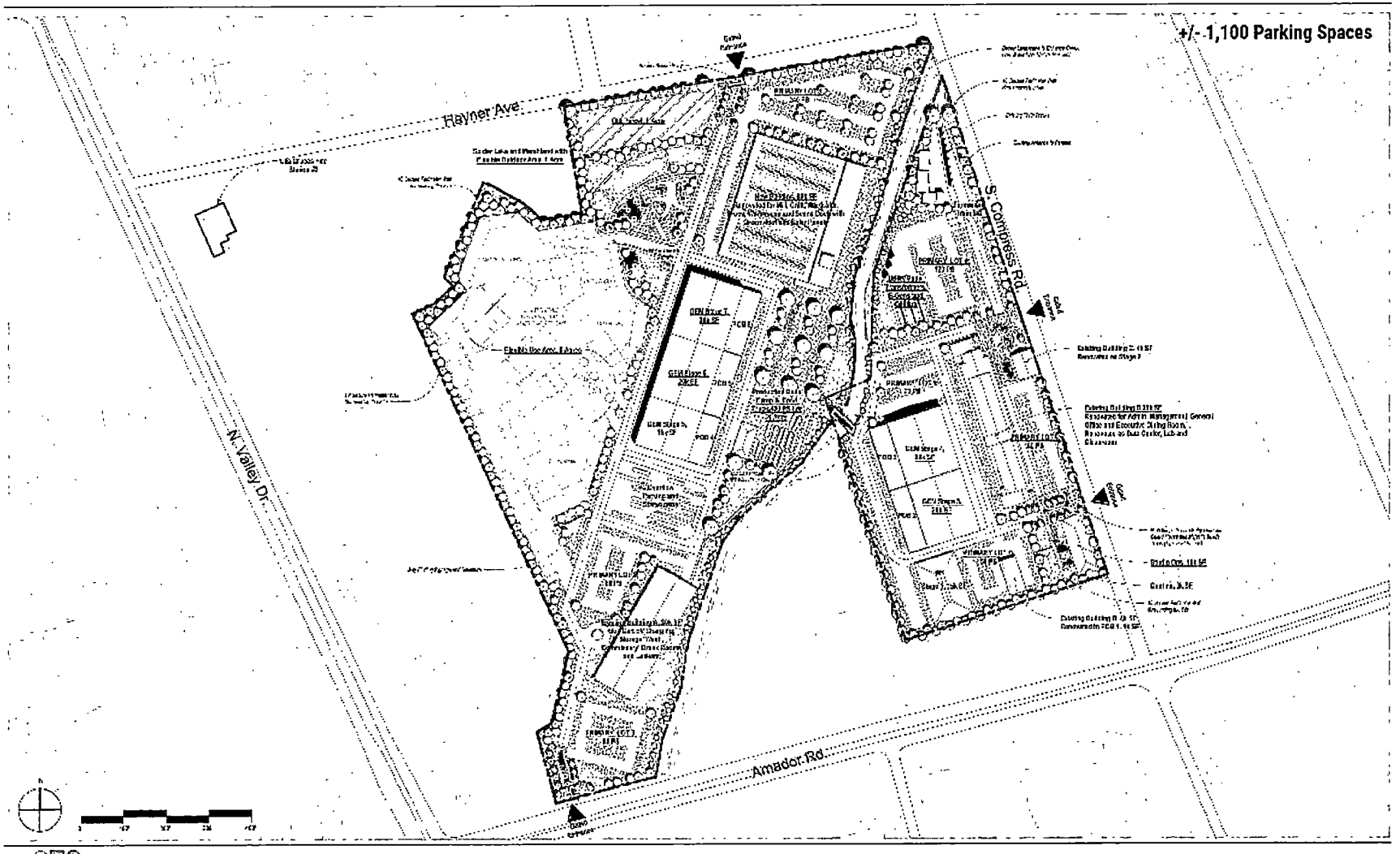
ID	Task Mode	Task Name	Duration	Start	Finish	Cost
271		IT / Telco	20 days	Tue 10/22/24	Mon 11/18/24	$0.00
272		**Guard Shacks**	**20 days**	**Tue 9/5/23**	**Mon 10/2/23**	**$65,000.00**
273		Floorplans	5 days	Tue 9/5/23	Mon 9/11/23	$0.00
274		MEP	10 days	Tue 9/12/23	Mon 9/25/23	$0.00
275		Construction	5 days	Tue 9/26/23	Mon 10/2/23	$65,000.00



Critical		Task Progress		Baseline		Summary		Inactive Task	
Critical Split		Manual Task		Baseline Split		Manual Summary		Inactive Milestone	
Critical Progress		Start-only		Baseline Milestone		Project Summary		Inactive Summary	
Task		Finish-only		Milestone		External Tasks		Deadline	
Split		Duration-only		Summary Progress		External Milestone			

16 Conceptual Site Plans

CONCEPTUAL SITE PLAN



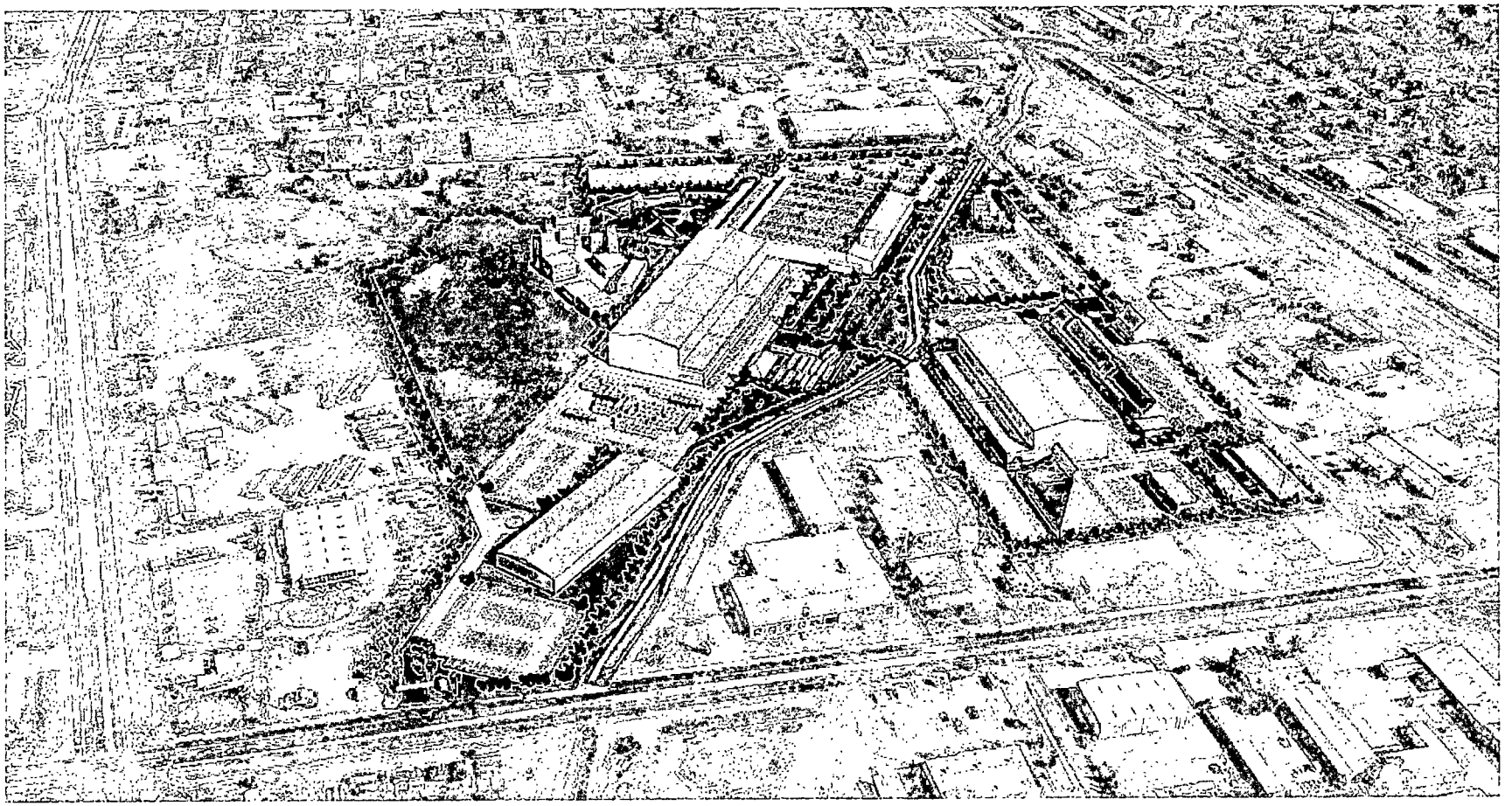
Outline Land Planning

GIANT ENTERPRISE & MANAGEMENT INC.

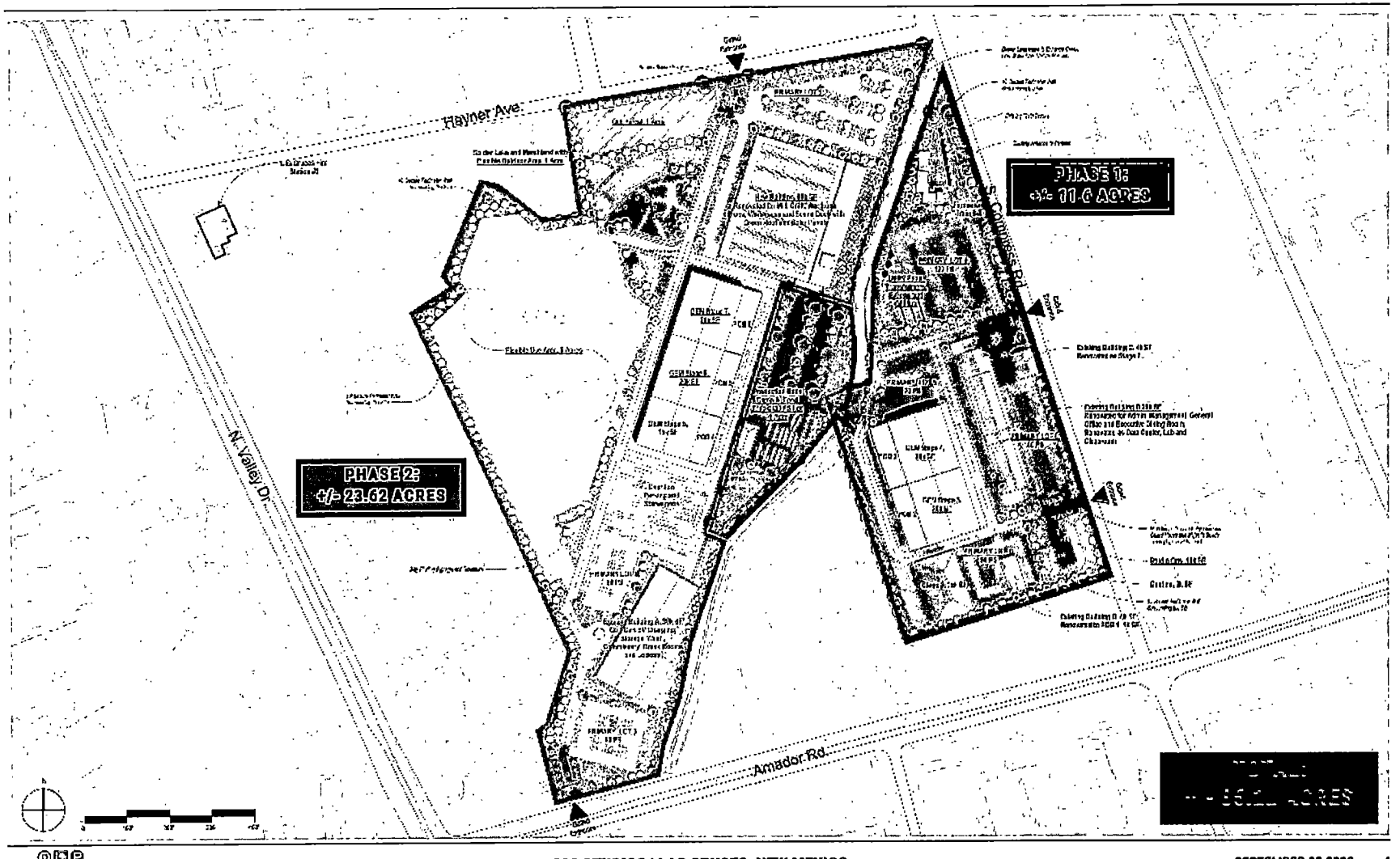
828 STUDIOS | LAS CRUCES, NEW MEXICO

SEPTEMBER 02 2022 2

CONCEPTUAL PERSPECTIVE



PHASING PLAN



Online Land Planning

828 STUDIOS | LAS CRUCES, NEW MEXICO

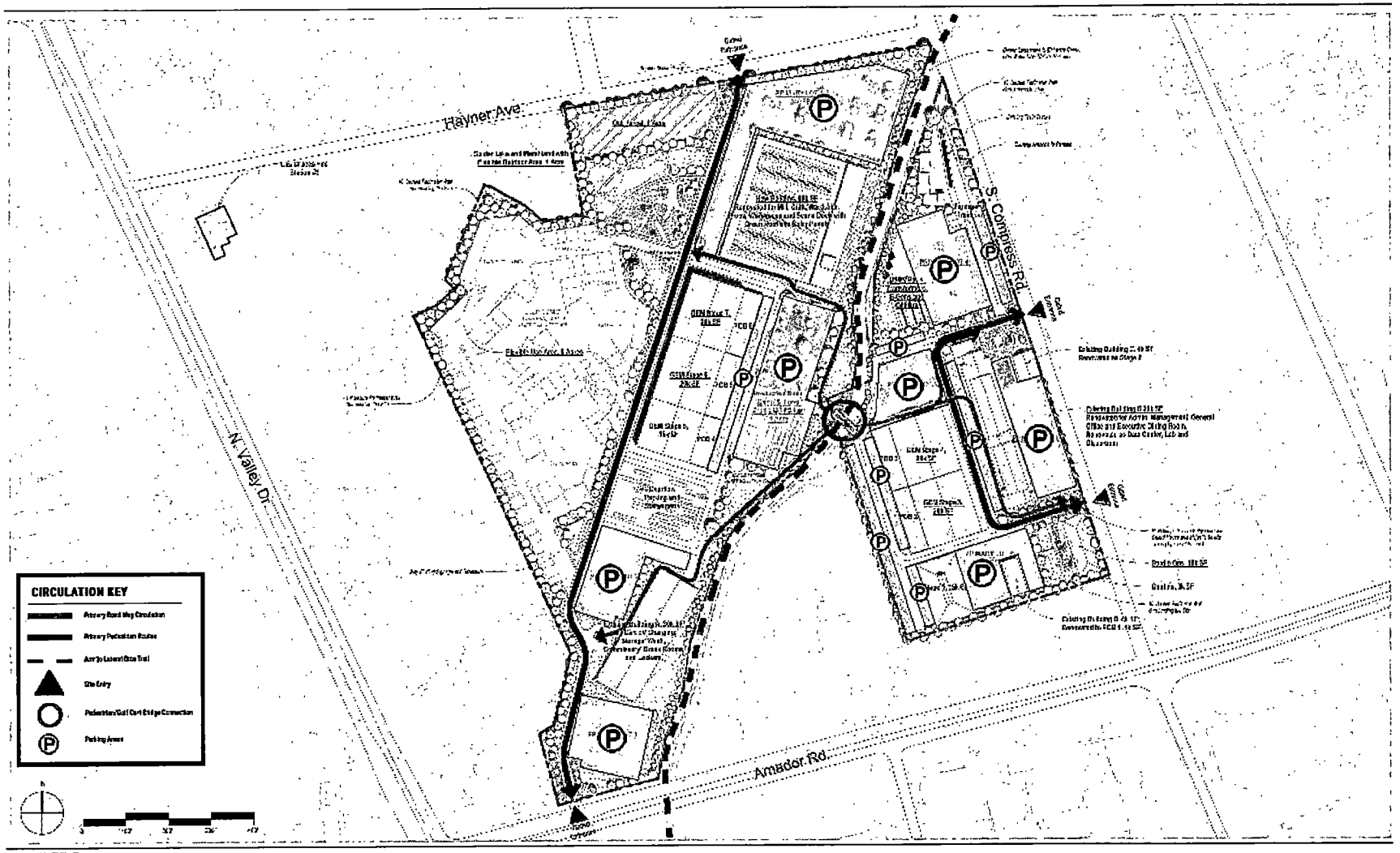
SEPTEMBER 02 2022 4

18 Construction Drawings
Placeholder pending architect agreement & scope.
Confirmation needed from GC re: 70 days ending 1/27/23 (Currently showning 70 days from 9/26/22 at a 5 day work week with two days off for Thanksgiving and two weeks off for Christmas/New Years)

19 Demo Permit
Confirm if demo permit can be obtained prior to completion of DD's.

25 Traffic Circulation Plan

CIRCULATION PLAN



Online Land Planning

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828 STUDIOS | LAS CRUCES, NEW MEXICO

SEPTEMBER 02 2022 3

26 Permits

Permit cost based on Highland Enterprises summarized estimate and not yet broken out by category.

27 Grading Permit

All permits, starting with grading, reflected in a 30 day window after completion of CD's

82 Stage 1 COA
Stage 1 Certificate Of Occupancy placeholder pending confirmation.

88 750 KVA Transformer 900 amp, 480V 3P
Interior power distribution schedule currently reflected in Task #82 and not yet broken out individually.

106 Stage 2 COA
Stage 2 Certificate Of Occupancy placeholder pending confirmation

107 Mechanical
Stage 2 Mechanical assumed in Highland Stage 2 Renovation estimate located in Task #99 "Replace Roof & Walls".

110 Electrical
Stage 2 Electrical assumed in Highland Stage 2 Renovation estimate located in Task #99 "Replace Roof & Walls".

111 250 KVA Transformer
Interior electrical installation currently reflected in Task #100; not broken out by task numbers.

118 Plumbing
Stage 2 Plumbing assumed in Highland Stage 2 Renovation estimate located in Task #99 "Replace Roof & Walls".

120 Fire Sprinkler System
Stage 2 Fire Sprinkler System installation requirements TBD

126 Workshop A Renovation
WS-A Renovation cost includes subcategories (Task #122-#133)

139 Mechanical
Workshop A Mechanical assumed in Highland Workshop Renovation estimate located in Task #121 "Workshop A Renovation"

142 Electrical
Workshop A Electrical assumed in Highland Workshop Renovation estimate located in Task #121 "Workshop A Renovation"

143 Transformer (TBD)
Workshop interior electrical installation currently reflected in Task#131 and not broken out by task.

149 Plumbing
Workshop A Plumbing assumed in Highland Workshop Renovation estimate located in Task #121 "Workshop A Renovation"

152 Workshop A COA
Workshop A COA placeholder pending confirmation

153 Production Office Buildings
POB 1 T.I.'s TBD

157 NEW CONSTRUCTION
All new construction tasks TBD pending design.

257 POB 2
POB cost and schedule placeholder pending design

262 POB 3
POB 3 cost and schedule placeholder pending design

272 Guard Shacks
Guard Shack schedule TBD

Attachment "C"

HIGHLAND ENTERPRISES, INC.

General Contractors • Lic. No. 4460 MARK HETTINGA , PRESIDENT
Labor Registration No. 0036820050601
P.O. BOX 2409 Las Cruces, NM 88004
Phone (575) 524-3551 Fax (575) 526-0835
Email – hei@highlandnm.com

Budgetary Estimate No. One Date Septembe 8, 2022

Project 828 Studios Renovations Location 111 S. Compress Rd Las Cruces, NM 88005

To: 828 Studios

Budgetary Estimate

This is a budgetary estimate and is preliminary in nature. This estimate represents our best estimation of the project based on our interpretation the Customer's ideas, commentsand available information. This is not a firm fixed price. A firm fixed price may be offered upon a fully developed set of plans that has been approved by the City of Las Cruces.

Scope of Work

This Scope of Work is limited to Phase 1 which pertains to the following:

- Removal of Trash and debris from 8 acre portion of site
- Removal of large piles of volcanic rock. Rock is to be placed on adjacent lot
- Removal of existing concrete structures
- Construction of Parking Lots and roadways as described
- Renovation of large and tall building to become Stage 1
- Renovation of long building to become Work Shop
- Renovation of metal building to become Stage 2
- Renovation of existing Administration building to become POB 1

Plan Development Requirements

- Architectural and Engineering fees for:

Demolition plans
Site Plan Floor Plans
Elevation Views
Structural Foundation plans
Structural Building Plans
Plumbing plans
HVAC plans
Electrical plans
Fire Protection plans

- Contractor Design/Build Fee
- Topographical Survey
- Geo Technical Study
- Storm Water Pollution Prevention Plan

General Requirements

- Bond (add 2% to estimate total if required)
- Building Permit fees
- Builder's Risk Insurance
- Temporary Facilities
- Temporary Utilities

Demolition / Site Clean Up

- Tree removal
- Removal of Existing stock piles of volcanic rock to Phase 2
- Removal of tires

- Removal of trash and debris
- Removal of RV trailer
- Removal of building contents Stage 1
- Removal of building contents Stage 2
- Removal of building contents Work Shop
- Clean and expose RR Tracks
- Demolition - Existing above grade concrete structures
- Demo Bagging equipment at Work Shop

Site Work

- Materials testing
- Access road to Stage 1 and Work Shop
- Construction of remaining site roadways (Phase 2)
- Asphalt Parking - Lot 4
- Asphalt Parking - Lot 5
- Asphalt Parking Work Shop
- Asphalt Parking - Lot 6
- Asphalt Parking - Stage 1 Lot
- Asphalt Parking - POB Lots 2&3
- Graveled area for Chiller, Satellite Dishes, Generators
- Cantina Slab
- Landscape Phase 1 (12,000 SF)
- Landscape Phase 2 (35,990 SF)
- Phase 1 - Underground Retention Ponds
- Phase 2 - Underground Retention Ponds

Renovation of Sound Stage 1

- Remove and replace 9,000 SF of existing floor
- Remove existing sheeting on roof and walls
- Add sub-framing as required to receive new exterior and interior panel products
- Replace exterior sheeting with 4" Kingspan Insulated panels
- Install 6" SIP panels, roof and walls, on interior of building
- Install Duct liner on roof and walls on interior of the building
- 1 ea - 18' wide by 12' tall, bi-parting, insulated door
- 3ea - Hollow metal man doors
- Plumbing - gas piping
- HVAC - 150 TNS heating and cooling, ventilation fans, gas
- Electrical - 750 KVA, 900 amp, 480V 3 phase service, distribution transformers and panel boards at 6 places around the building, high bay lighting, emergency lighting, ingress/egress, exterior wall pack lighting, general purpose 120V outlets through out
- Fire Sprinkler system

Renovate Work Shop - 350' x 72' x 12' Metal Building

- Remove existing roof and wall sheeting
- Install PBR 26 ga roof sheets
- Install/replace/repair sub-framing as required
- Install OSB/SIP panels at exterior walls
- Install metal wall panels on interior side of SIP panels
- Insulate roof with vinyl backed fiberglass insulation
- Remove existing wood framing structure (Breeze Way) and replace with metal building framing
- 3ea demising walls in the building
- 10 ea Exterior man doors
- 6 ea 12' x 10' Overhead doors
- 2ea - Construct Loading docks with concrete approach ramps, hand railing, dock levelers

- HVAC - 75 TNS
- Plumbing - Restrooms, gas
- Electrical - Distribution transformers and panel boards, warehouse lighting, emergency lighting ingress/ egress, exterior wall pack lighting, convenient outlets, 220V outlets
- Fire Sprinkler system

Renovate Stage 2 - 3,750 SF

- Remove existing roof and wall sheeting
- Replace exterior sheeting with 4" Kingspan Insulated panels
- Install 6" SIP panels, roof and walls, on interior of building
- Install Duct liner on roof and walls on interior of the building
- 1 ea - 16' wide by 14' tall, bi-parting, insulated door
- 3ea - Hollow metal man doors
- HVAC - 20 TNS, ventilation fans
- Electrical - Distribution transformers and panel boards, warehouse lighting, emergency lighting ingress/ egress, exterior wall pack lighting, convenient outlets, 220V outlets

Misc. Buildings

- Studio Ops Building (Generic SF Price $160.00/SF)
- Renovate POB 1 - make repairs and minor modifications (Generic SF Price $25.00/SF)
- Stages 3&4 POB 2 & 3 - ???
- 2 ea Pre-manufactured Guard House
- Proposed buildings at north end of RR tracks ???

Estimated Cost - Please Refer to Breakdown Sheet Attached

Exclusions / Assumptions:

- Assumes existing building foundations and slabs are suitable for intended purposes
- Assumes existing metal building frames, joist, rafters are structurally sufficient for intended use
- Excludes Development and Impact fees
- Excludes Traffic Studies
- Excludes Flood Plain Studies
- Excludes Site Survey (To be provided by Owner)
- Excludes Mobilization / Demobilization charges
- Excludes City induced improvements along Compress Rd. i.e. sidewalks, bike paths, traffic signage etc.
- Excludes underground unforeseen conditions - buried slabs, footings, basements, unknown utilities
- Excludes removal/abatement of any hazardous materials that may be found on site
- Excludes removal of existing utilities
- Excludes existing concrete slabs on site
- Excludes retaining walls near Workshop
- Excludes any utility extensions - Water, sewer, electrical, gas
- Excludes camera, surveillance systems, security systems, telephone systems, fiber optics
- Excludes repair or alteration of existing footings
- Excludes filling vent pipes with concrete

Respectfully submitted

HIGHLAND ENTERPRISES, INC.

By _____

September 8, 2022
Highland Enterprises, Inc
hei@highlandnm.com

828 Studios
Budgetary Estimate 1

Attachment "C"

Phase 1 8 Acres	Qty	unit	Budget	Phase 1	Phase 2
PLAN DEVELOPMENT REQUIREMENTS					
Archictectural Fees			$ 515,000.00	$ 515,000.00	
Contractor Design/Build Fee	1		$ 125,000.00	$ 125,000.00	
Topo Survey	1		$ 9,100.00	$ 9,100.00	
Geo Tech Report	1		$ 8,000.00	$ 8,000.00	
Storm Water Pollution Prevention Plan	1		$ 7,000.00	$ 7,000.00	
GENERAL REQUIREMENTS					
Bond			???	???	
Building Permit	1		$ 103,500.00	$ 103,500.00	
Development/ Impact Fees	1		???	???	
Insurance Builder's Risk	1		$ 20,000.00	$ 20,000.00	
Temporary Facilities	1		$ 2,100.00	$ 2,100.00	
Temporary Utilities	1		$ 19,041.00	$ 19,041.00	
DEMOLITION /SITE CLEAN UP					
Tree Removal	22	EA	$ 52,096.00	$ 52,096.00	
Removal of volcanic rock to Phase 2	2,490	CY	$ 166,000.00	$ 166,000.00	
Tire Removal	1	LS	$ 1,500.00	$ 1,500.00	
Misc Trash	1	LS	$ 18,226.00	$ 18,226.00	
RV Trailer	1	LS	$ 2,700.00	$ 2,700.00	
Stage 1 Clean Out	1	LS	$ 8,650.00	$ 8,650.00	
Stage 2 Clean Out	1	LS	$ 37,100.00	$ 37,100.00	
Work Shop Clean Out	1	LS	$ 30,000.00	$ 30,000.00	
Clean Gravel at RR Tracks	1	LS	$ 22,601.00	$ 22,601.00	
Demo above grade concrete Structures	1	LS	$ 44,830.00	$ 44,830.00	
Demo Bagging Equipment	1	LS	$ 6,700.00	$ 6,700.00	
SITE WORK					
Materials Testing	1		$ 7,000.00	$ 7,000.00	
Site Security Systems	1		???	???	
Utility Extension Water	1		???	???	
Utility Extension Sewer	1		???	???	
Utility Extension Gas	1		???	???	
Utility Extension Electric	1		???	???	
Utility Extension Fiber Optic	1		???	???	
Site Rough Grading	???	CY	???	???	???
Access Road ST1 & Work Shop	3,460	SY	$ 304,790.00	$ 304,790.00	
Remaining Access Roads	47,144	SY	$ 203,000.00		$ 203,000.00
Asphalt paved Parking Lot Parking Lot - Lot 4	3,280	SY	$ 159,100.00		$ 159,100.00
Asphalt paved Parking Lot - Lot 5	3,155	SY	$ 167,015.00	$ 167,015.00	
Asphalt paved Parking Lot - Work Shop	1,694	SY	$ 93,144.00	$ 93,144.00	
Asphalt paved Parking Lot - Lot 6	3,280	SY	$ 172,715.00	$ 172,715.00	
Asphalt paved Parking Lot - Stage 1 Lot	1,509	SY	$ 83,328.00	$ 83,328.00	$ -
Asphalt Paved Parking Lot -POB Lots 2&3	2,162	SY	$ 119,900.00		$ 119,900.00
Graveled Lot for Chillers, Satellites, Generators	4,646	SY	$ 33,250.00		$ 33,250.00
Cantina Slab	950	SF	$ 7,200.00		$ 7,200.00
Landscape	47,990	SF	$ 249,548.00	$ 62,387.00	$ 187,161.00
Area Adjacent to East Side to Stage 3&4	6,746	SF	???		???
Phase 1 Underground Storm Retention	2	EA	$ 575,000.00	$ 575,000.00	
Phase 2 Underground Storm Retention	2	EA	$ 575,000.00		$ 575,000.00

September 8, 2022
Highland Enterprises, Inc.
hei@highlandnm.com

828 Studios
Budgetary Estimate 1

Attachment "C"

SOUND STAGE 1 RENOVATION					
Floor - Demo and Replace	9,000	SF	$ 215,256.00	$ 215,256.00	
Remove existing wall sheets, Replace with King Span Panels Install SIPS Panels Interior Walls and Roof Install Duct Liner	32,000	SF	$ 2,303,249.54	$ 2,303,249.54	
18' wide Bi-parting door	1	EA			
Holow Metal Man Doors	3	EA			
Plumbing	15,600	SF	$ 20,000.00	$ 20,000.00	
HVAC 150 TNS	15,600	SF	$ 624,000.00	$ 624,000.00	
Electrical 750 KVA, 900 amp, 3Ph Service	15,600	SF	$ 615,100.00	$ 615,100.00	
Fire Sprinkler System w/ booster pump	15,600	SF	$ 546,000.00	$ 546,000.00	

WORK SHOP RENOVATION					
Work Shop Bldg 350' x 72' x 12	25,200	SF	$ 1,638,000.00	$ 1,638,000.00	
Loading Dock	2	EA	$ 208,000.00	$ 208,000.00	

STAGE 2 RENOVATION					
Stage 2 Bldg 50'x75'x14'	3,750	SF	$ 420,000.00	$ 420,000.00	

MISC. BUILDINGS					
Studio Ops Bldg	4,000	SF	$ 640,000.00		$ 640,000.00
POB 1 Building Renovate	3,670	SF	$ 91,750.00	$ 91,750.00	
Stages 3,4 POB 2,3	62,962	SF	???		???
Guard Shacks	2	EA	$ 65,000.00	$ 65,000.00	
Proposed Train Set Buildings	4,901	SF	???		???
			Total Budget So Far	Phase 1	Phase 2 So Far
			$ 11,335,489.54	$ 9,410,878.54	$ 1,924,611.00

8.1875% NMGR Tax $ 770,515.68

$ 10,181,394.22 Phase 1 w/ tax

828 Productions Financial History Description

828 Productions, LLC is a start up with no prior financial data. The business plan and projections submitted in this application are the financial information that is currently available.

Attachment "C"

828 PRODUCTIONS
100 S. Church St.
Las Cruces,
NM 88001

LEDA Application

Job Creation Additional Information

The current LEDA Application for 828 Productions is pertaining only to the work being proposed for 828 Studios NM. Future expansions to 828 Productions will include the following areas:

- Film Financing
- Production Accounting
- Production Services
- Postproduction Services

Additional models are being developed for these business areas and will be included in any future LEDA funding applications.

828 Productions LLC				Number of Jobs Created				Payroll Calculations**		
Job Type/Dept and Title:		*Jobs Filled:	Estimated Pay Scale	At Start Up	Beginning of Year 2	Beginning of Year 3		Yr 1	Yr 2	Yr 3
Studio	Director, Studio Operations	L	$ 150,000.00	1				$ 150,000.00	$ -	$ -
Studio	Asst to Director of Studio Operations	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
Studio	Manger, Studio Operation	L	$ 70,000.00	1				$ 70,000.00	$ -	$ -
Studio	Manager, Accounting	L	$ 125,000.00	1				$ 125,000.00	$ -	$ -
Studio	Coordinator, Studio Facilities	L	$ 65,000.00	1				$ 65,000.00	$ -	$ -
Studio	Studio Electrician	L	$ 100,000.00	1				$ 100,000.00	$ -	$ -
Studio	Studio Electrician	L	$ 100,000.00	1				$ 100,000.00	$ -	$ -
Studio	Maintenance Worker	L	$ 65,000.00	1				$ 65,000.00	$ -	$ -
Studio	Maintenance Worker	L	$ 65,000.00	1				$ 65,000.00	$ -	$ -
Studio	Stage Department Manager	L	$ 100,000.00	1				$ 100,000.00	$ -	$ -
Studio	Stage Manager	L	$ 65,000.00	1				$ 65,000.00	$ -	$ -
Studio	Stage Hand	L	$ 50,000.00	1				$ 50,000.00	$ -	$ -
Studio	Stage Hand	L	$ 50,000.00		1			$ -	$ 50,000.00	$ -
Studio	Stage Hand	L	$ 50,000.00			1		$ -	$ -	$ 50,000.00
Studio	Catering Manager	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
Studio	UPM	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
Studio	Set Designer	L	$ 65,000.00	1				$ 65,000.00	$ -	$ -
Studio	Property Manager	L	$ 50,000.00	1				$ 50,000.00	$ -	$ -
Studio	Transporation and Logistics Manger	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
Studio	Transporatation Asst	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
Studio	Transporatation Asst	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
Studio	Grip	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
Studio	Grip	L	$ 60,000.00	0	1			$ -	$ 60,000.00	$ -
Studio	Lighting Foreman	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
Studio	Mill Supervisor	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
Studio	Mill Assistant	L	$ 30,000.00	1				$ 30,000.00	$ -	$ -
Studio	Painter	L	$ 30,000.00	1				$ 30,000.00	$ -	$ -
Studio	Construction Grip	L	$ 45,000.00	1				$ 45,000.00	$ -	$ -
Studio	IT Support	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -
Studio	Security Superisor	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
Studio	Security Guard	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
Studio	Security Guard	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
Studio	Security Guard	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
Studio	Security Guard	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
Studio	Security Guard	L	$ 40,000.00	1				$ 40,000.00	$ -	$ -
Studio	Security Guard	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
Studio	Security Guard	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
Studio	Security Guard	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
Studio	Security Guard	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
Studio	Security Guard	L	$ 40,000.00		1			$ -	$ 40,000.00	$ -
Studio	Security Guard	L	$ 40,000.00			1		$ -	$ -	$ 40,000.00
Studio	Security Guard	L	$ 40,000.00			1		$ -	$ -	$ 40,000.00
Studio	Security Guard	L	$ 40,000.00			1		$ -	$ -	$ 40,000.00
Studio	Security Guard	L	$ 40,000.00			1		$ -	$ -	$ 40,000.00
Studio	Security Guard	L	$ 40,000.00			1		$ -	$ -	$ 40,000.00
828 Productions	CEO	L	$ 300,000.00	1				$ 300,000.00	$ -	$ -
828 Productions	Project Coordinator	L	$ 50,000.00	1				$ 50,000.00	$ -	$ -
828 Productions	Project Manager	L	$ 75,000.00	1				$ 75,000.00	$ -	$ -

828 Productions LLC				Number of Jobs Created			Payroll Calculations**		
Job Type/Dept and Title:		*Jobs Filled:	Estimated Pay Scale	At Start Up	Beginning of Year 2	Beginning of Year 3	Yr 1	Yr 2	Yr 3
828 Productions	Project Manager	L	$ 75,000.00	1			$ 75,000.00	$ -	$ -
828 Productions	EVP, Sales and Distribution	L	$ 150,000.00	1			$ 150,000.00	$ -	$ -
828 Productions	Asst to EVP Sales and Distribution	L	$ 75,000.00	1			$ 75,000.00	$ -	$ -
828 Productions	EVP, Physical Production	L	$ 150,000.00	1			$ 150,000.00	$ -	$ -
828 Productions	Asst to EVP Physical Production	L	$ 75,000.00	1			$ 75,000.00	$ -	$ -
828 Productions	Director, Creative Services? DM	L	$ 125,000.00	1			$ 125,000.00	$ -	$ -
828 Productions	Office Manager	L	$ 75,000.00	1			$ 75,000.00	$ -	$ -
828 Productions	Office Assistant	L	$ 40,000.00	1			$ 40,000.00	$ -	$ -
828 Productions	Director of Human Resources	L	$ 75,000.00	1			$ 75,000.00	$ -	$ -
828 Productions	EVP of Production Accounting	L	$ 150,000.00	1			$ 150,000.00	$ -	$ -
828 Productions	VP of Production Accounting	L	$ 75,000.00	1			$ 75,000.00	$ -	$ -
828 Productions	Production Accountant	L	$ 60,000.00	1			$ 60,000.00	$ -	$ -
828 Productions	Production Accountant	L	$ 60,000.00	1			$ 60,000.00	$ -	$ -
828 Productions	Production Accountant	L	$ 60,000.00	1			$ 60,000.00	$ -	$ -
828 Productions	Production Accountant	L	$ 60,000.00		1		$ -	$ 60,000.00	$ -
828 Productions	Production Accountant	L	$ 60,000.00		1		$ -	$ 60,000.00	$ -
828 Productions	Production Accountant	L	$ 60,000.00			1	$ -	$ -	$ 60,000.00
828 Productions	Production Accouting Asst.	L	$ 40,000.00	1			$ 40,000.00	$ -	$ -
828 Productions	Production Accouting Asst.	L	$ 40,000.00	1			$ 40,000.00	$ -	$ -
828 Productions	Production Accouting Asst.	L	$ 40,000.00	1			$ 40,000.00	$ -	$ -
828 Productions	Production Accouting Asst.	L	$ 40,000.00		1		$ -	$ 40,000.00	$ -
828 Productions	Production Accouting Asst.	L	$ 40,000.00		1		$ -	$ 40,000.00	$ -
828 Productions	Production Accouting Asst.	L	$ 40,000.00			1	$ -	$ -	$ 40,000.00
828 Productions	Legal Counsel	L	$ 300,000.00		1		$ -	$ 300,000.00	$ -
828 Productions	Paralegal	L	$ 100,000.00		1		$ -	$ 100,000.00	$ -
828 VFX Facility	VFX Producer	L	$ 200,000.00		1		$ -	$ 200,000.00	$ -
828 VFX Facility	VFX Supervisor	L	$ 150,000.00		1		$ -	$ 150,000.00	$ -
828 VFX Facility	VFX Controller	L	$ 150,000.00			1	$ -	$ -	$ 150,000.00
828 VFX Facility	Technical Director	L	$ 150,000.00		1		$ -	$ 150,000.00	$ -
828 VFX Facility	Lead Animator	L	$ 100,000.00		1		$ -	$ 100,000.00	$ -
828 VFX Facility	Animator	L	$ 100,000.00		1		$ -	$ 100,000.00	$ -
828 VFX Facility	Lighting and Renderting Lead	L	$ 90,000.00		1		$ -	$ 90,000.00	$ -
828 VFX Facility	VFX Assisstant	L	$ 40,000.00		1		$ -	$ 40,000.00	$ -
828 VFX Facility	VFX Assisstant	L	$ 40,000.00		1		$ -	$ 40,000.00	$ -
828 VFX Facility	Art Dept Assisstant	L	$ 40,000.00	1	0		$ 40,000.00	$ -	$ -
828 VFX Facility	Office Manager	L	$ 60,000.00	1			$ 60,000.00	$ -	$ -
828 Post Production	VP Post Production	L	$ 150,000.00	1			$ 150,000.00	$ -	$ -
828 Post Production	Post Production Supervisor	L	$ 100,000.00	1			$ 100,000.00	$ -	$ -
828 Post Production	Post Production Supervisor	L	$ 100,000.00		1		$ -	$ 100,000.00	$ -
828 Post Production	Editor	L	$ 90,000.00	1			$ 90,000.00	$ -	$ -
828 Post Production	Editor	L	$ 90,000.00		1		$ -	$ 90,000.00	$ -
828 Post Production	Asst. Editor	L	$ 75,000.00		1		$ -	$ 75,000.00	$ -
828 Post Production	Asst. Editor	L	$ 75,000.00			1	$ -	$ -	$ 75,000.00
828 Post Production	Colorist	L	$ 75,000.00	1			$ 75,000.00	$ -	$ -
828 Post Production	Colorist	L	$ 75,000.00		1		$ -	$ 75,000.00	$ -
828 Post Production	Sound Designer	L	$ 75,000.00	1			$ 75,000.00	$ -	$ -
828 Post Production	Sound Designer	L	$ 75,000.00		1		$ -	$ 75,000.00	$ -
828 Post Production	Music Supervisor	L	$ 75,000.00	1			$ 75,000.00	$ -	$ -

828 Productions LLC				Number of Jobs Created				Payroll Calculations**		
Job Type/Dept and Title:		*Jobs Filled:	Estimated Pay Scale	At Start Up	Beginning of Year 2	Beginning of Year 3		Yr 1	Yr 2	Yr 3
828 Post Production	Tech Support	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
828 Post Production	Tech Support	L	$ 60,000.00		1			$ -	$ 60,000.00	$ -
828 Post Production	Facilities Manager	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
828 Post Production	Office Manager	L	$ 60,000.00	1				$ 60,000.00	$ -	$ -
								$ 4,635,000.00	$ 2,295,000.00	$ 575,000.00
								Total Yr 1	Total added yr 2	Total added yr 3

Total Number of Jobs Created	62	28	10	=	100

Total Estimated Payroll At year 3	$ 7,505,000.00
Average Payscale	$ 75,050.00

* All hiring will be done locally, but may move to outside NM recruitment and new hires asked to move to Las Cruces if needed.

** Projections are based on 3 years per the requirments of the online application, but will be accomplished over a 5-7 year span as directed by NMEDD.

*NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT AUTHORIZATION FOR EXAMINATION AND RELEASE OF INFORMATION

Todd Lundbohm hereby grants permission to the New Mexico Economic Development Department to conduct a review, full disclosure, and release of any and all information authorized pursuant to federal and state law. The purpose for obtaining and examining the information is to construct a record of the company's personal and professional history, including credit history, to ensure it meet the requirements that the New Mexico Economic Development Department has established for potential recipients of State funds. The company understands an investigation will be conducted by the New Mexico Economic Development Department, the New Mexico Department of Public Safety, or their contractors, and the results of the investigation will only be supplied to the New Mexico Economic Development Department.

Todd Lundbohm, hereby grants the New Mexico Economic Development Department permission to obtain any information in its background pertaining to any credit (to include obtaining a copy of a commercial credit report), education, bankruptcy, investigation, arrest and/or conviction of it or its principals in any criminal or civil matter. The company also authorizes an employee of the New Mexico Economic Development Department, as its authorized representative, to obtain from the New Mexico Taxation and Revenue Department and/or the Department of Workforce Solutions any tax information that is in any way related to a company Todd Lundbohm owns or has invested in. Todd Lundbohm, hereby directs you to release such information upon the request of this bearer. Todd Lundbohm, hereby releases you as a custodian of such records for any criminal justice, law enforcement or court agency, including its officers and employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, that may at any time result to the New Mexico Economic Development Department or the State of New Mexico because of compliance with this authorization and request to release information; or any attempt to comply with it.

1. The information reviewed, disclosed, and/or released may be used by the New Mexico Economic Development Department for any lawful purpose and/or to determine the company's suitability to receive funds from the State of New Mexico.

2. Todd Lundbohm hereby releases the providers and users of the information collected pursuant to this authorization from any liability under state or federal privacy laws and further release the New Mexico Economic Development Department, its contractors, agents, and/or employees from any liability which may be incurred as a result of the collection and use of information.

3. Todd Lundbohm, understands that it may revoke this authorization in writing at any time.

FULL NAME: Todd Lundbohm
SIGNATURE: [signature]

TITLE: CEO
COMPANY: 828 Productions llc

The above named certifies that they are authorized to commit to this release on behalf of the company identified.

Please provide below information if company is a sole proprietorship:

SSN: _____
DOB: _____

DATE: 9/29/2022

This Document is only valid if notarized

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

Scribed and sworn to me on this 29th day of September 2022 of San Diego County, ~~New Mexico~~ California

Signed [signature]

My Commission expires: 6-15-2023

Notary Public

M.W. BOYD
COMM. # 2293232
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires June 15, 2023

GMN1 GMN1

Attachment "C"

828 PRODUCTIONS
100 S. Church St.
Las Cruces,
NM 88001

LEDA Application

NM Quarterly Wage Report

The current LEDA Application does not include a quarterly wage report due to 828 Productions being a start up company. Wage details will be provided with any future LEDA applications as the organization adds jobs.

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Attachment "C"

EDD Economic Development Department

Michelle Lujan Grisham • Governor
Alicia J. Keyes • Cabinet Secretary

Exhibit C – LEDA Application

Affirmation of officer of Company

Declaration of 828 Productions LLC **Officer**

I, Todd Lundbohm, declare as follows:

I am CEO for 828 Productions LLC and I have been employed in this capacity since 6/15/2020. Except where otherwise noted, I have personal knowledge of the facts set forth in this declaration.

Date: 9/24/2022

I declare under penalty of perjury that the foregoing is true and correct.

DocuSigned by:
Todd Lundbohm
89EB80C4B4E340D...

Name Todd Lundbohm
Job Title CEO
Name of Company 828 Productions LLC

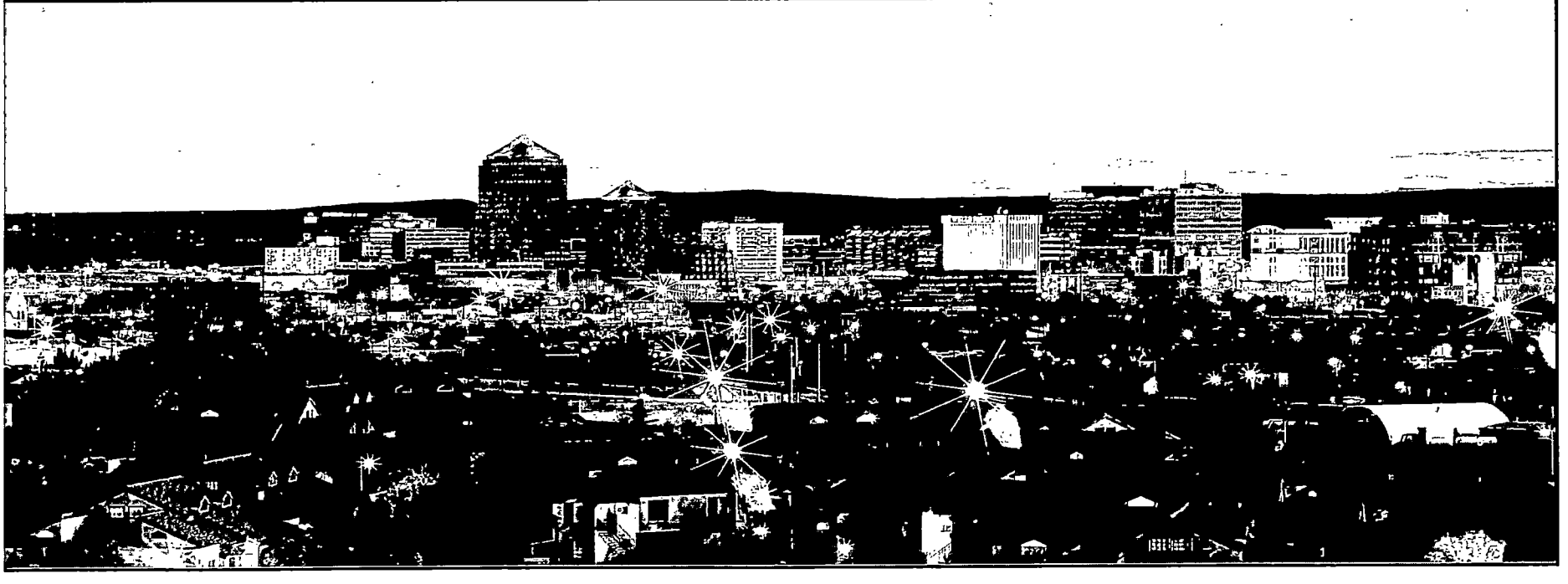
Attachment C

EDD Economic Development Department

3/30/2022

FISCAL IMPACT ANALYSIS AND ECONOMIC IMPACT OF THE EXPANSION OF 828 PRODUCTIONS

Prepared by:
New Mexico Economic Development Department
Joseph Montoya Building
1100 S. St. Francis Drive
Santa Fe, New Mexico 87505



Purpose and Limitations:

This report and analysis, provided by the New Mexico Economic Development Department, relies on prospective estimates of business activity. These estimates, which are provided by the company, may not be realized due to unforeseen events that are outside the control of the company and unknown to the New Mexico Economic Development Department.

The New Mexico Economic Development Department made reasonable efforts to ensure that the estimates provided by the company, are realistic estimates of future activity.

The model was created by the New Mexico Economic Development Economists and used assumptions to generate the final report. The report and analysis provided by the New Mexico Economic Development Department is not a guarantee that any of the estimates or results contained in this report will actually be achieved.

Introduction:

This report and analysis presents the results of an economic impact analysis performed using a model developed by the New Mexico Economic Development Department. The report estimates the impact that a potential project may have on the state and local economies and estimates the costs and benefits for the state and local economies over a 10-year period. The report and analysis uses RIMS II Multipliers produced by the U.S. Bureau of Economic Analysis (BEA).

Most projects produce a growth in population and/or a growth in the workforce in a City, County and the State of New Mexico. All growth comes at a cost, the additional economic activity and population growth stimulated by the project will generate additional costs in terms of providing basic infrastructure (roads and utilities) and public services (including public safety and schools). For example, if the applicant hires employees from outside the State, County and City, those workers who end up relocating their residence to within one or all of those areas, the population for which the government must provide services also increases. The costs associated with the expansion are broken down into two categories: 1) New residents to the State, County and City. 2) New Mexican residents hired to work for the company. The analysis assumes that all workers will live in the area of the expansion.

Description of the Company:

0

Description of the Project:

828 Productions is looking to develop multiple stages and postproduction facilities in the Las Cruces area. This will be a combination of productions and permanent full-time positions dedicated to post and pre- production.

Total Impacts

Fiscal Impact of Existing and Expanded Operations Over the Next Ten Years

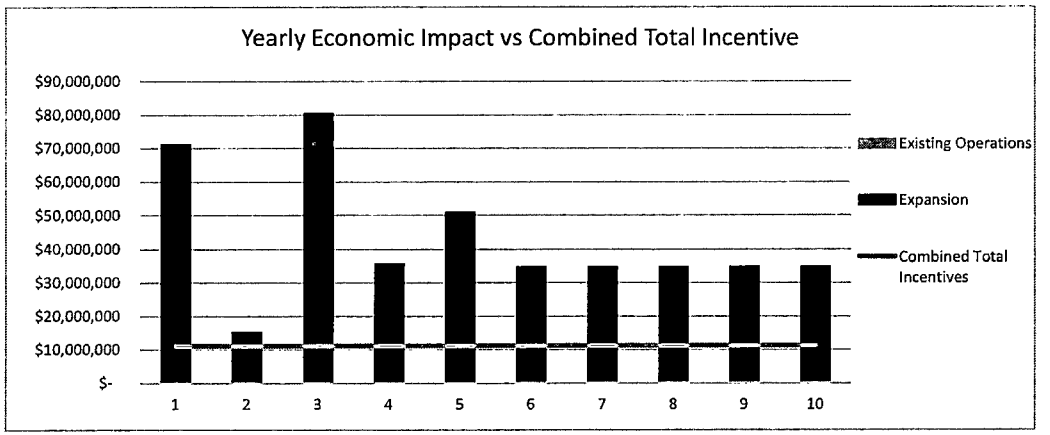
	Cumulative Net Benefits			
	Existing Operations	Expansion	Existing & Expanded Operations	Present Value of Net Benefits*
State of New Mexico	$ -	$ 18,050,424	$ 18,050,424	$ 15,061,099
County	$ -	$ 7,642,060	$ 7,642,060	$ 6,243,473
City	$ -	$ 10,567,772	$ 10,567,772	$ 8,899,565
School District	$ -	$ 4,202,609	$ 4,202,609	$ 3,306,051
Special Taxing District	$ -	$ 830,883	$ 830,883	$ 653,628
Total	**$ -**	**$ 41,293,749**	**$ 41,293,749**	**$ 34,163,816**

* The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5% to make the dollars comparable.

** In the cumulative net benefits of the existing and expanded operations for the State of New Mexico, corporate income tax has been removed from the existing operations total to avoid double counting.

Total Economic Impact

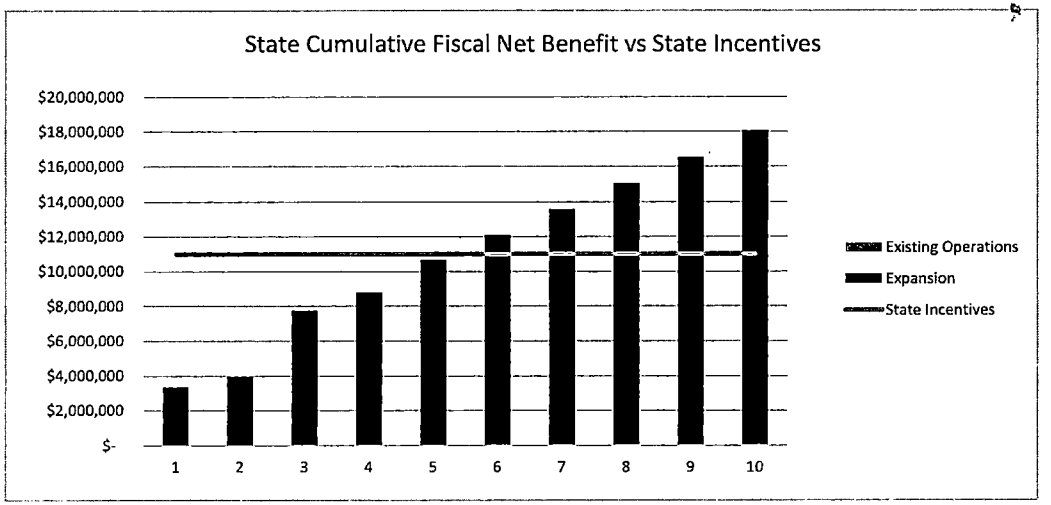
	Total
Estimated Economic Impact Over 10 Years:	$ 424,743,368
Combined Total Incentive Over 10 Years:	$ 10,994,818
Economic Impact Rate of Return:	3,763%



Workers and New Residents over 10 years

	Direct	Indirect and Induced
Number of Jobs Created:	335	177
Estimated Number of Construction Workers:	1002	
Estimated Number of New Residents to the State:	0	
Estimated Number of New Residents to the County:	0	
Estimated Number of New Residents to the City:	0	

State Impacts



Incentives

Total State Incentive:	$	10,994,818
State Incentive Per Job:	$	32,820

Combined Payback and Return

State Payback Period Combined:	5.24	Years
State Rate of Return Combined:	37%	

Expansion Only Payback and Return

State Payback Period Expansion:	5.24	Years
State Rate of Return Expansion:	37%	

State Net Benefits Of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ -	$ -	$ -	$ -
2	$ -	$ -	$ -	$ -
3	$ -	$ -	$ -	$ -
4	$ -	$ -	$ -	$ -
5	$ -	$ -	$ -	$ -
6	$ -	$ -	$ -	$ -
7	$ -	$ -	$ -	$ -
8	$ -	$ -	$ -	$ -
9	$ -	$ -	$ -	$ -
10	$ -	$ -	$ -	$ -

State Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 3,348,162	$ -	$ 3,348,162	$ 3,348,162
2	$ 608,048	$ -	$ 608,048	$ 3,956,211
3	$ 3,791,510	$ -	$ 3,791,510	$ 7,747,721
4	$ 1,041,353	$ -	$ 1,041,353	$ 8,789,073
5	$ 1,861,537	$ -	$ 1,861,537	$ 10,650,611
6	$ 1,436,182	$ -	$ 1,436,182	$ 12,086,792
7	$ 1,457,746	$ -	$ 1,457,746	$ 13,544,538
8	$ 1,479,634	$ -	$ 1,479,634	$ 15,024,172
9	$ 1,501,851	$ -	$ 1,501,851	$ 16,526,023
10	$ 1,524,401	$ -	$ 1,524,401	$ 18,050,424

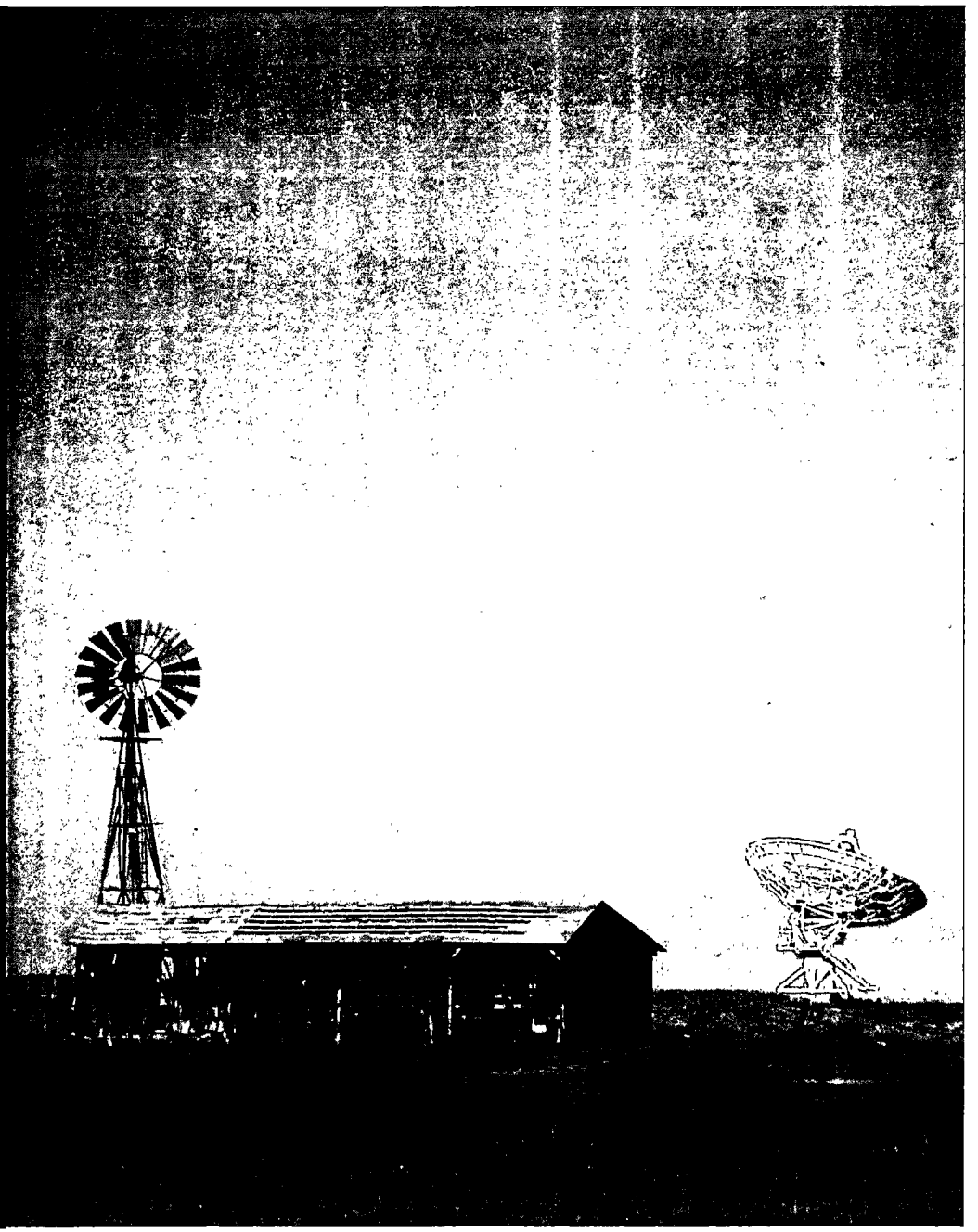
State Combined Net Benefits

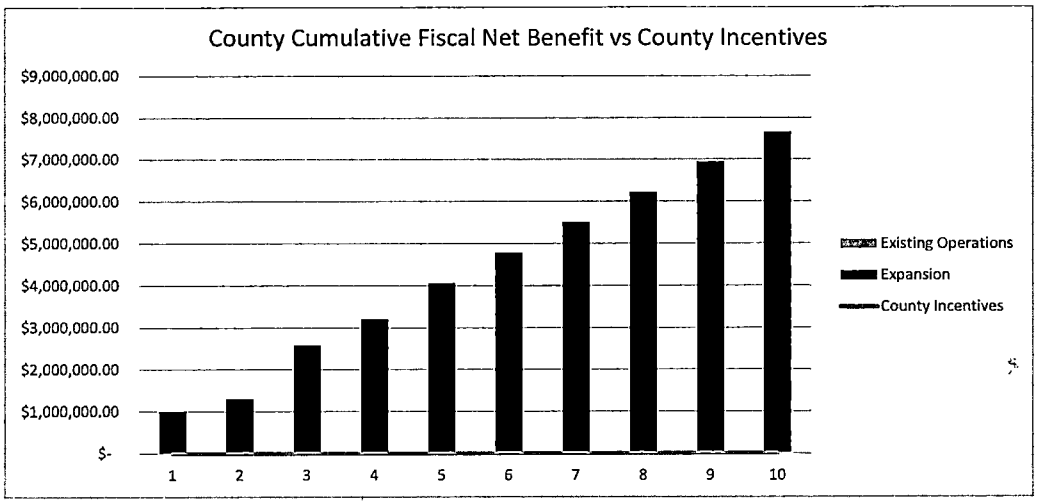
Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 3,348,162	$ -	$ 3,348,162	$ 3,348,162
2	$ 608,048	$ -	$ 608,048	$ 3,956,211
3	$ 3,791,510	$ -	$ 3,791,510	$ 7,747,721
4	$ 1,041,353	$ -	$ 1,041,353	$ 8,789,073
5	$ 1,861,537	$ -	$ 1,861,537	$ 10,650,611
6	$ 1,436,182	$ -	$ 1,436,182	$ 12,086,792
7	$ 1,457,746	$ -	$ 1,457,746	$ 13,544,538
8	$ 1,479,634	$ -	$ 1,479,634	$ 15,024,172
9	$ 1,501,851	$ -	$ 1,501,851	$ 16,526,023
10	$ 1,524,401	$ -	$ 1,524,401	$ 18,050,424

State Breakdown of Combined Benefits, Costs, and Net Benefits Over the Next 10 Years

Taxes and Revenue		
	Gross Receipt Taxes	$ 8,355,193
	Personal Income Taxes	$ 9,695,231
	Corporate Income Taxes	$ -
	Misc. Taxes and Revenue	$ -
	Subtotal of Benefits	**$ 18,050,424**
Costs		
	Costs	$ -
	Subtotal of Costs	**$ -**
Net Benefits		
	Net Benefits	**$ 18,050,424**
	Present Value	**$ 15,061,099**

County Impacts





Incentives

Total County Incentive:	$	-
County Incentive Per Job:	$	-

Combined Payback and Return

County Payback Period Combined:	-	Years
County Rate of Return Combined:	N/A	

Expansion Only Payback and Return

County Payback Period Expansion:	-	Years
County Rate of Return Expansion:	N/A	

County Net Benefits Of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ -	$ -	$ -	$ -
2	$ -	$ -	$ -	$ -
3	$ -	$ -	$ -	$ -
4	$ -	$ -	$ -	$ -
5	$ -	$ -	$ -	$ -
6	$ -	$ -	$ -	$ -
7	$ -	$ -	$ -	$ -
8	$ -	$ -	$ -	$ -
9	$ -	$ -	$ -	$ -
10	$ -	$ -	$ -	$ -

County Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 1,000,293	$ -	$ 1,000,293	$ 1,000,293
2	$ 300,654	$ -	$ 300,654	$ 1,300,946
3	$ 1,280,261	$ -	$ 1,280,261	$ 2,581,207
4	$ 619,670	$ -	$ 619,670	$ 3,200,877
5	$ 860,723	$ -	$ 860,723	$ 4,061,600
6	$ 725,341	$ -	$ 725,341	$ 4,786,941
7	$ 720,495	$ -	$ 720,495	$ 5,507,436
8	$ 715,868	$ -	$ 715,868	$ 6,223,304
9	$ 711,465	$ -	$ 711,465	$ 6,934,769
10	$ 707,291	$ -	$ 707,291	$ 7,642,060

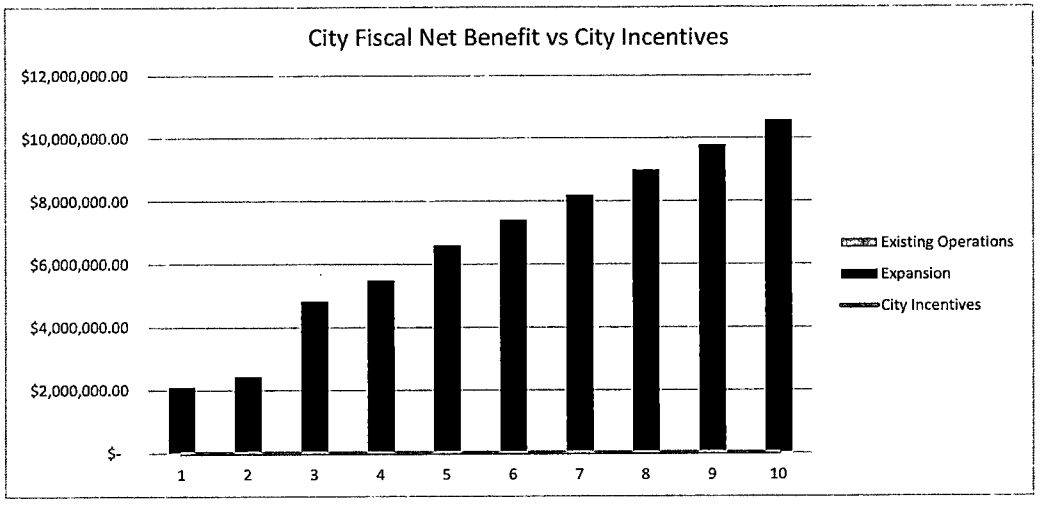
County Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 1,000,293	$ -	$ 1,000,293	$ 1,000,293
2	$ 300,654	$ -	$ 300,654	$ 1,300,946
3	$ 1,280,261	$ -	$ 1,280,261	$ 2,581,207
4	$ 619,670	$ -	$ 619,670	$ 3,200,877
5	$ 860,723	$ -	$ 860,723	$ 4,061,600
6	$ 725,341	$ -	$ 725,341	$ 4,786,941
7	$ 720,495	$ -	$ 720,495	$ 5,507,436
8	$ 715,868	$ -	$ 715,868	$ 6,223,304
9	$ 711,465	$ -	$ 711,465	$ 6,934,769
10	$ 707,291	$ -	$ 707,291	$ 7,642,060

County Breakdown of Combined Benefits, Costs, and Net Benefits Over the Next 10 Years

Taxes and Revenue			
	Gross Receipt Taxes	$	2,677,947
	Misc. Taxes and Revenue	$	-
	Property Taxes	$	4,964,113
	Subtotal of Benefits	**$**	**7,642,060**
Costs			
	Costs	$	-
	Subtotal of Costs	**$**	**-**
Net Benefits			
	Net Benefits	**$**	**7,642,060**
	Present Value	**$**	**6,243,473**

City Impacts



Incentives

Total City Incentive:	$	-
City Incentive Per Job:	$	-

Combined Payback and Return

City Payback Period Combined:	-	Years
City Rate of Return Combined:	N/A	

Expansion Only Payback and Return

City Payback Period Expansion:	-	Years
City Rate of Return Expansion:	N/A	

City Net Benefits Of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ -	$ -	$ -	$ -
2	$ -	$ -	$ -	$ -
3	$ -	$ -	$ -	$ -
4	$ -	$ -	$ -	$ -
5	$ -	$ -	$ -	$ -
6	$ -	$ -	$ -	$ -
7	$ -	$ -	$ -	$ -
8	$ -	$ -	$ -	$ -
9	$ -	$ -	$ -	$ -
10	$ -	$ -	$ -	$ -

City Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 2,101,596	$ -	$ 2,101,596	$ 2,101,596
2	$ 332,213	$ -	$ 332,213	$ 2,433,809
3	$ 2,389,140	$ -	$ 2,389,140	$ 4,822,949
4	$ 647,923	$ -	$ 647,923	$ 5,470,872
5	$ 1,124,271	$ -	$ 1,124,271	$ 6,595,143
6	$ 794,255	$ -	$ 794,255	$ 7,389,398
7	$ 794,166	$ -	$ 794,166	$ 8,183,565
8	$ 794,300	$ -	$ 794,300	$ 8,977,864
9	$ 794,659	$ -	$ 794,659	$ 9,772,523
10	$ 795,249	$ -	$ 795,249	$ 10,567,772

City Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 2,101,596	$ -	$ 2,101,596	$ 2,101,596
2	$ 332,213	$ -	$ 332,213	$ 2,433,809
3	$ 2,389,140	$ -	$ 2,389,140	$ 4,822,949
4	$ 647,923	$ -	$ 647,923	$ 5,470,872
5	$ 1,124,271	$ -	$ 1,124,271	$ 6,595,143
6	$ 794,255	$ -	$ 794,255	$ 7,389,398
7	$ 794,166	$ -	$ 794,166	$ 8,183,565
8	$ 794,300	$ -	$ 794,300	$ 8,977,864
9	$ 794,659	$ -	$ 794,659	$ 9,772,523
10	$ 795,249	$ -	$ 795,249	$ 10,567,772

City Breakdown of Combined Benefits, Costs, and Net Benefits Over the Next 10 Years

Taxes and Revenue			
	Gross Receipt Taxes	$	6,775,205
	Misc. Taxes and Revenue	$	-
	Property Taxes	$	3,792,568
	Subtotal of Benefits	**$**	**10,567,772**
Costs			
	Costs	$	-
	Subtotal of Costs	**$**	**-**
Net Benefits			
	Net Benefits	**$**	**10,567,772**
	Present Value	**$**	**8,899,565**

Special Taxing District and Public Schools

Special Taxing District

Special Taxing District Net Benefits of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ -	$ -	$ -	$ -
2	$ -	$ -	$ -	$ -
3	$ -	$ -	$ -	$ -
4	$ -	$ -	$ -	$ -
5	$ -	$ -	$ -	$ -
6	$ -	$ -	$ -	$ -
7	$ -	$ -	$ -	$ -
8	$ -	$ -	$ -	$ -
9	$ -	$ -	$ -	$ -
10	$ -	$ -	$ -	$ -

Special District Net Benefits of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 40,673	$ -	$ 40,673	$ 40,673
2	$ 40,607	$ -	$ 40,607	$ 81,280
3	$ 80,554	$ -	$ 80,554	$ 161,834
4	$ 87,181	$ -	$ 87,181	$ 249,014
5	$ 99,835	$ -	$ 99,835	$ 348,849
6	$ 98,650	$ -	$ 98,650	$ 447,500
7	$ 97,497	$ -	$ 97,497	$ 544,996
8	$ 96,375	$ -	$ 96,375	$ 641,371
9	$ 95,285	$ -	$ 95,285	$ 736,656
10	$ 94,228	$ -	$ 94,228	$ 830,883

Special District Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 40,673	$ -	$ 40,673	$ 40,673
2	$ 40,607	$ -	$ 40,607	$ 81,280
3	$ 80,554	$ -	$ 80,554	$ 161,834
4	$ 87,181	$ -	$ 87,181	$ 249,014
5	$ 99,835	$ -	$ 99,835	$ 348,849
6	$ 98,650	$ -	$ 98,650	$ 447,500
7	$ 97,497	$ -	$ 97,497	$ 544,996
8	$ 96,375	$ -	$ 96,375	$ 641,371
9	$ 95,285	$ -	$ 95,285	$ 736,656
10	$ 94,228	$ -	$ 94,228	$ 830,883

Public Schools

Public Schools Net Benefits of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ -	$ -	$ -	$ -
2	$ -	$ -	$ -	$ -
3	$ -	$ -	$ -	$ -
4	$ -	$ -	$ -	$ -
5	$ -	$ -	$ -	$ -
6	$ -	$ -	$ -	$ -
7	$ -	$ -	$ -	$ -
8	$ -	$ -	$ -	$ -
9	$ -	$ -	$ -	$ -
10	$ -	$ -	$ -	$ -

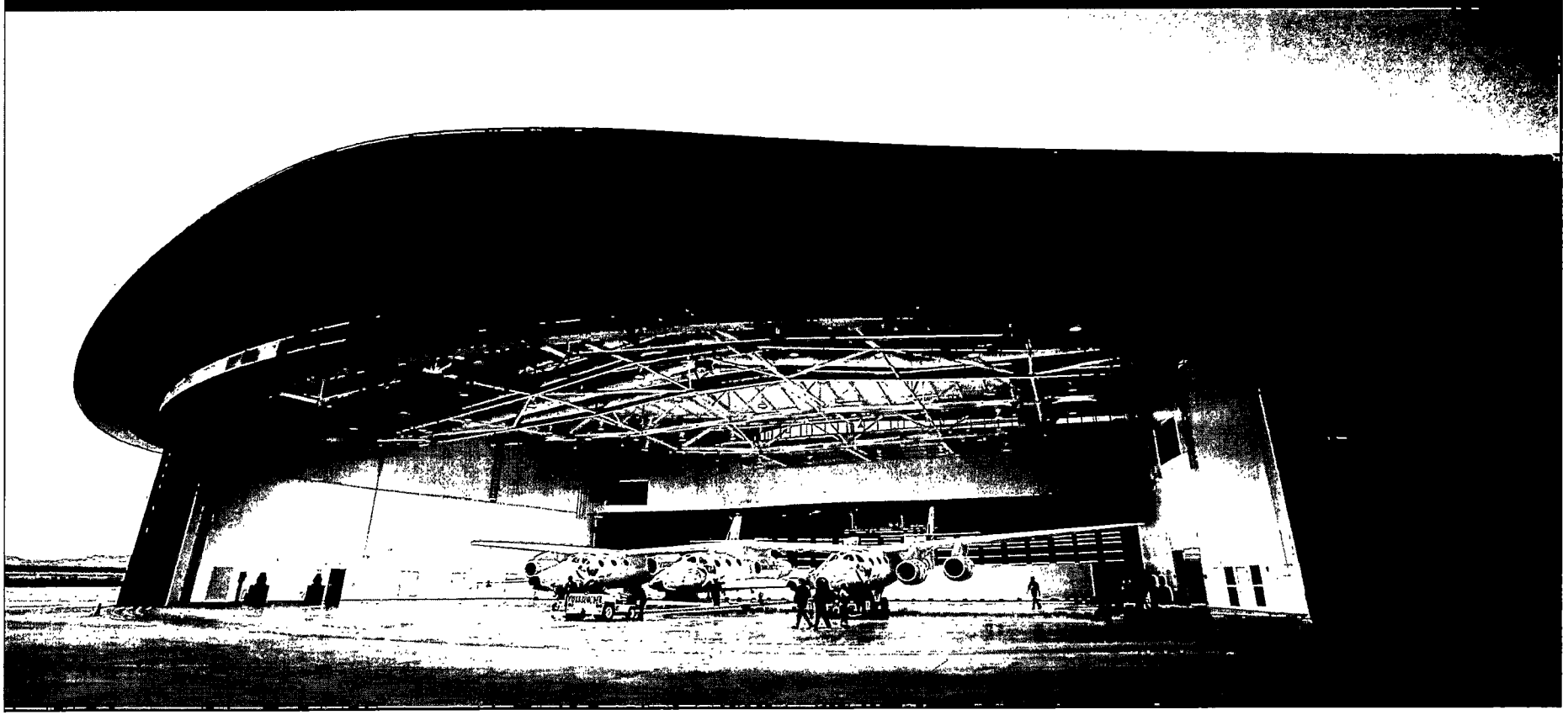
Public Schools Net Benefits of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 205,726	$ -	$ 205,726	$ 205,726
2	$ 205,389	$ -	$ 205,389	$ 411,115
3	$ 407,440	$ -	$ 407,440	$ 818,555
4	$ 440,960	$ -	$ 440,960	$ 1,259,515
5	$ 504,965	$ -	$ 504,965	$ 1,764,480
6	$ 498,973	$ -	$ 498,973	$ 2,263,453
7	$ 493,138	$ -	$ 493,138	$ 2,756,592
8	$ 487,463	$ -	$ 487,463	$ 3,244,054
9	$ 481,950	$ -	$ 481,950	$ 3,726,004
10	$ 476,604	$ -	$ 476,604	$ 4,202,609

Public Schools Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 205,726	$ -	$ 205,726	$ 205,726
2	$ 205,389	$ -	$ 205,389	$ 411,115
3	$ 407,440	$ -	$ 407,440	$ 818,555
4	$ 440,960	$ -	$ 440,960	$ 1,259,515
5	$ 504,965	$ -	$ 504,965	$ 1,764,480
6	$ 498,973	$ -	$ 498,973	$ 2,263,453
7	$ 493,138	$ -	$ 493,138	$ 2,756,592
8	$ 487,463	$ -	$ 487,463	$ 3,244,054
9	$ 481,950	$ -	$ 481,950	$ 3,726,004
10	$ 476,604	$ -	$ 476,604	$ 4,202,609

Property Tax Exemptions and Industrial Revenue Bonds



Property Tax Exemptions and Industrial Revenue Bonds

The City and/or the County is considering abating taxes on the Project's property. Below is a table that identifies the types of property that are under consideration for property tax abatement:

Land:	No
Building and Property Improvements:	No
Furniture, Fixtures and Equipment:	No

Property Tax Percentage Exemptions On Land and Building

County	City	Schools	Special Taxing District
0%	0%	0%	0%

Property Tax Percentage Exemptions On Furniture, Fixtures and Equipment

County	City	Schools	Special Taxing District
0%	0%	0%	0%

Value of Exemption Through 10 Years:	$ -	$ -	$ -	$ -
*Value of Payment in Lieu of Taxes Through 10 Years:	$ -	$ -	$ -	$ -

*The model assumes that the payment in lieu of taxes will be administered to the either the county or city, and the local government will disperse the amounts to the appropriate districts.

Percentage of Gross Receipt Taxes Foregone on Newly Purchased Furniture, Fixtures and Equipment Over 10 Years

Year	State	County	City
1	0%	0%	0%
2	0%	0%	0%
3	0%	0%	0%
4	0%	0%	0%
5	0%	0%	0%
6	0%	0%	0%
7	0%	0%	0%
8	0%	0%	0%
9	0%	0%	0%
10	0%	0%	0%
Value of Exemption Through 10 Years:	$ -	$ -	$ -

INTERGOVERNMENTAL AGREEMENT BETWEEN THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT AND THE CITY OF LAS CRUCES, NEW MEXICO

This Intergovernmental Agreement ("Agreement") is entered into as of the date of the last signature affixed below by and between the New Mexico Economic Development Department ("EDD") and The City of Las Cruces (the "City"), a political subdivision of the State of New Mexico, and collectively referred to as "the Parties" with reference to the following facts.

RECITALS:

WHEREAS, the legislature of the State of New Mexico appropriated funds to the Economic Development Department for economic development projects statewide pursuant to the Local Economic Development Act (the "Appropriation"); and

WHEREAS, the purpose of the Local Economic Development Act, NMSA 1978 §5-10-1 through §5-10-14 (2020) ("LEDA"), is to provide "public support for economic development to foster, promote and enhance local economic development efforts"; and

WHEREAS, the City has adopted LEDA by Ordinance No. 2873, which established the City of Las Cruces Economic Development Plan that promotes economic development within the City; and

WHEREAS, 828 Productions, LLC (hereinafter "Qualifying Entity") has entered into a Local Economic Development Project Participation Agreement (hereinafter "PPA") with the City. A copy of the City's Ordinance and PPA are attached hereto and incorporated herein; and

WHEREAS, pursuant to the terms of that PPA, the Qualifying Entity will remodel/refurbish and occupy the production facility at 300 S. Compress Road in Las Cruces, New Mexico (the "Project") and will employ at least 335 full-time persons by December 31, 2029; and

WHEREAS, EDD and the City desire to enter into this Agreement as necessary to facilitate disbursement of funds for the Project.

NOW THEREFORE, the Parties do hereby agree to the following terms and conditions to accomplish the Project.

SECTION 1. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to define the responsibilities of the City and EDD for the oversight and administration of up to $3,000,000 of the Appropriation for the Project. It is the intent of the parties that the City will receive an amount up to three million dollars ($3,000,000) to implement the Project. The Parties agree that any and all State funds received will be accounted for by the City as the fiscal agent for EDD in accordance with the procedures the City will use to account for its own funds and property used to implement the project, or any properties acquired or developed by the City as a result of implementation of the Project will be used by the City for economic development purposes only.

SECTION 2. SCOPE OF WORK:

The City will act as fiscal agent for up to $3,000,000 of the Appropriations for the Project. Pursuant to Section 5-10-3(D) of LEDA, EDD will transfer up to $3,000,000 to the City for costs and expenses associated with the Project. In exchange for the contribution, the Qualifying Entity certifies it will employ at least 335 full-time employees at the facility by December 31, 2029.

All the terms, conditions, and requirements set forth under the PPA are incorporated into this Agreement. EDD and the City agree that failure of the Qualifying Entity to create the number of new full-time jobs described in the PPA or otherwise meet its obligations set forth under the PPA shall require the City to apply the applicable Clawback as provided for by the PPA. In the event that the Qualifying Entity does not remit to the City the monies owned as provided for by the PPA then such violation will require that the City foreclose on the security interest after any cure period granted to the Qualifying Entity. Any monies

recovered by the City as a result of payment made by the Qualifying Entity from the application of the applicable Clawbacks shall be returned to EDD within 30 calendar days. Any foreclosure of the security interest shall be returned to EDD. The Qualifying Entity will deliver to the City contemporaneously with the execution of the PPA a form of security acceptable to all parties, which will be incorporated into this Agreement (the "Security").

SECTION 3. CITY RESPONSIBILITIES:

The City shall:

A. Pay the costs and expenses incurred for the Project from the Appropriation;

B. Provide to EDD supporting documentation in a format acceptable to EDD for activities associated with the Project. Any funds recaptured by the City as the result of enforcing the provisions of the PPA shall be returned to EDD;

C. The City shall notify EDD in writing of any failure to meet requirements (default) of the PPA by the Qualifying Entity within 15 business days of learning of the event of default;

D. Serve as Fiscal Agent for the funds transferred to it under this Agreement;

E. Distribute the funds transferred to the City by EDD to the Project; account for receipts and disbursements of said monies; and provide EDD with the required financial documentation pertaining to this disbursement;

F. Submit all required and reasonably requested documentation to EDD including the endorsed LEDA Ordinance approved by the City Council accepting the Project as qualifying entity for LEDA, with the accompanying endorsed Project Application and PPA entered into by the City and the Qualifying Entity, a fully executed copy of the Security, and copies of invoices and other documentation as required by EDD within the time required;

G. Not impose any obligations on EDD with respect to the administration of this Project, other than the transfer of funds as described herein; and

H. Initiate and prosecute litigation as necessary to enforce the terms of the PPA, at EDD's cost, if necessary.

SECTION 4. CITY CERTIFICATIONS:

As Fiscal Agent, the City hereby assures and certifies that:

A. It will comply with all applicable State laws, regulations, policies, guidelines and requirements with respect to the acceptance and use of the Appropriation;

B. It has the legal authority to receive and expend the Appropriation;

C. It will enforce the provisions of Ordinance No. 2873 and the City's Economic Development Plan;

D. It has exercised due diligence in confirming that the Project is a viable economic development initiative with potential long term economic development benefits based on information provided by EDD;

E. It will provide to EDD upon request all documentation and references to expertise it has relied upon in approving this Project upon receipt thereof or reliance thereupon and also with copies of all reports and documentation City receives from the Qualifying Entity;

F. It has entered into a PPA with the Qualifying Entity and has obtained from the NM EDD all financial documentation necessary to protect the City's and State's investments in the Project;

G. It shall not at any time during the life of this Agreement convert any property acquired or developed pursuant to this Agreement to uses other than those within the Project description as defined herein;

H. It will notify EDD of any default on the part of the Qualifying Entity within 15 business days of learning of any default and shall provide the Qualifying Entity an opportunity to cure any default by in accordance with the PPA prior to termination thereof;

I. No member, officer or employee of the City or its designees or agents, no member of the governing body of the locality of which the Project is situated, and no other public official that exercises any functions or

responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall have any interests, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The City shall incorporate in all contracts or subcontracts a provision prohibiting such interest pursuant to this certification; and

J. It has complied with Article IX, Section 14, of the New Mexico Constitution known as the "anti-donation clause."

SECTION 5. EDD RESPONSIBILITIES:

EDD shall:

A. Transfer to the City for costs and expenses incurred for the Project an amount not to exceed three million dollars ($3,000,000). The funds shall be used only for the purpose stated in this Agreement;

B. Monitor job creation by the Qualifying Entity and report the number of jobs created to the City each quarter up to December 31, 2030.

C. At its discretion, review and audit the Project if it is deemed to be necessary or desirable; and

D. Reimburse the City for any costs associated with litigation to enforce the terms of the Security and the Clawback provisions.

SECTION 6. TERM OF AGREEMENT:

This Agreement shall become effective on the date it is fully executed and shall terminate on January 31, 2031 or when all of the obligations of the PPA have been fulfilled.

SECTION 7. LIABILITY:

No Party shall be responsible for liability incurred as a result of the other Party's acts or omissions. Any liability incurred in connection with this Agreement is subject to the New Mexico Tort Claims Act. The City and EDD may agree to reimburse one another under these liability provisions, subject to sufficient

appropriation by the New Mexico Legislature or sufficient funds being available to the party, as determined by the Party responsible for payment.

SECTION 8. DISPOSITION OF PROPERTY; RECORDS; RETURN OF SURPLUS FUNDS

A. Property purchased under this Agreement for the Project shall remain with the purchasing party unless otherwise agreed upon.

B. The City shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Project, the purposes for which such funds were used and such other records as EDD may require.

C. If, upon the expiration of the Project or the termination date of this Agreement, any surplus funds are possessed by the City, the City shall return said funds to EDD for disposition in accordance with law.

SECTION 9. STRICT ACCOUNTABILITY:

The City shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EDD and the New Mexico State Auditor quarterly or upon request, and shall maintain all such records for a period of six (6) years following completion of all the records and any audits.

SECTION 10. REPORTS:

The Qualifying Entity shall submit quarterly reports regarding employment to the EDD during the life of this Agreement and EDD shall share those reports and any other information obtained respecting job retention and creation attributable to the State appropriation with the City. The City shall coordinate with EDD to conduct an annual performance review of the Project.

SECTION 11. NOTICES; REPRESENTATIVES OF THE PARTIES:

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. Mail, either first class or certified, return receipt requested, postage prepaid, as follows. The parties hereby designate the individuals named below as their representative responsible for overall administration of this Agreement.

To EDD:

Finance Development Team Leader
NM Economic Development Department
Joseph Montoya Building
1100 St. Francis Drive
PO Box 20003
Santa Fe, New Mexico 87504

To the CITY:

City Manager
The City of Las Cruces
700 S Main Street
P O Box 20000
Las Cruces, NM 88004

SECTION 12. AMENDMENTS:

This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto.

SECTION 13. GOVERNING LAW/VENUE:

This Agreement shall be governed by the laws of the State of New Mexico. The venue for any litigation shall be a competent court of jurisdiction located in New Mexico.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature below,

THE CITY OF LAS CRUCES, NEW MEXICO

By: _____

Name: Ifo Pili

Title: City Manager

Date: _____

APPROVED AS TO FORM

By: _____

The City of Las Cruces Attorney

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By: _____

Alicia J. Keyes
Cabinet Secretary

Date: _____

APPROVED AS TO FORM

By: _____

Jesika Ulibarri
General Counsel

PROJECT PARTICIPATION AGREEMENT

This Project Participation Agreement ("Agreement") is entered into on _____, 2023 by and between **CITY OF LAS CRUCES, NEW MEXICO** (the "City"), a political subdivision of the State of New Mexico (the "State"), and **828 Productions, LLC** (the "Company").

Recitals.

A. Article 9, Section 14 of the New Mexico Constitution provides counties the ability to create new job opportunities by providing land, buildings or infrastructure for facilities to support new or expanding businesses, provided that adequate safeguards are employed to protect public monies and resources. Pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-17 NMSA 1978 (the "Act"), public support for economic development may be provided if the governmental entity has adopted by ordinance an economic development plan and has approved by a second ordinance an application for a project in keeping with such plan.

B. Pursuant to City of Las Cruces Ordinance No. 2873 (the "Las Cruces Local Economic Development Plan"), adopted on September 17, 2018, the City established the City of Las Cruces Economic Development Plan (the "Plan") as the City 's economic development plan as required by Section 5-10-6, NMSA 1978.

C. As provided in the Las Cruces Local Economic Development Plan Ordinance, the City considered an application from the Company, which proposed that the City serve as local government conduit for an appropriation of up to $3,000,000 from the Legislature of the State of New Mexico (the "**State Contribution**") and also provide up to $897,596 in Capital Outlay funds (the "**City Contribution**") toward the Company's development of a production facility at 106 S. Miranda Street in the City of Las Cruces, New Mexico (the "Project"). The company will construct and occupy the facility and will employ a minimum of 100 full-time persons by December 31, 2029.

D. The City has adopted Ordinance No. 2873 ("Local Economic Development Act") and Resolution No. 19-050 ("Local Economic Development Plan" finding that the Company is a "qualifying entity" and the Project is an "economic development project" as those terms are defined by the Act, and approving this Agreement as meeting the requirements of the Act.

1. **Goals and Objectives.** The objective of this Agreement is to create and support an economic development project that fosters, promotes and enhances local economic development efforts. The goal is that the Project will provide jobs and career opportunities that will benefit the community and contribute to its long-term economic growth and sustainability.

2. **Substantive Contribution from the Company.**
   a. **Facility.** The Company will establish a production facility at 106 S. Miranda Street and other suitable locations within the City of Las Cruces, New Mexico (the "Facility").

   b. **Investment.** The Company (or one of its subsidiaries, affiliates, investment partners or other related entities) will make capital investments in the Project and costs associated therewith (including, for the acquisition of land, building, equipment, tangible personal property and services associated with the acquisition, construction and equipping of the Project) in the amount of approximately $75,000,000 by December 31, 2031 (the "Project Contribution").

   c. **Production Spend Investment.** The Company (or one of its subsidiaries, affiliates, investment partners or other related entities) will spend $350 million on productions by December 31, 2032.

   d. **Job Creation.** The Company will directly employ a target of 100 full-time employees at the facility by December 31, 2029 (the "Job Target"). "Job" means a permanent, full-time employment position (at least 32 hours per week) offering the employee the full range of benefits offered to other full-time employees of the Company. Full–time employees do not include agency, sub-contracted, temporary employees or independent contractors.

   e. **Sustainability.** Although the Company intends to have a long-term presence in the City, for purposes of the contractual obligations of this Agreement, the Company covenants to continue to operate the Project until December 31, 2032.

3. **The State Contribution**

   a. The City anticipates that the State Contribution will be delivered by the State to the City for disbursement to the Company upon enactment of the Project LEDA Ordinance, and execution of this document and the intergovernmental agreement between the State and the City, after which time the City will request transfer of the State Contribution. Upon receipt, the City will place the State Contribution into a separate account established in connection with the Project, as required by law. The City will disburse the State Contribution, if and when it is received, only in the manner described in this Agreement and the Intergovernmental Agreement executed between the City and the State. The City will disburse the State Contribution to the Company as reimbursement for LEDA Eligible Expenditures subject to the Company's satisfaction of the conditions set forth herein. Disbursements shall be paid on a reimbursement basis and the Company shall first incur the LEDA Eligible Expenditures and then submit requests for reimbursement to the City. For purposes of this

Agreement, "**LEDA Eligible Expenditures**" shall mean: expenditures including, but not limited to, land, building and infrastructure, including permanently installed and situated physical assets and the design, labor and permitting required to put them in place. Examples include: foundation, drainage improvements, electrical wiring, architecture fees, insulation, landscaping and equipment rentals.

b. The State's contribution is composed of a LEDA award of $3,000,000 for use by the Company for such purposes as set forth in NMSA 1978, § 5-10-3(E), the application of the Company and the agreements entered into between the parties. The Company shall also instruct the contracted construction companies to use the correct **New Mexico Taxation and Revenue Department Location Code of 07-105 for the City of Las Cruces.**

4. The City Contribution.

a. The City will account for receipts and disbursements of the State Contribution and will provide financial documentation to the State pertaining to the State Contribution. The City will contribute up to $897,596 in Capital Outlay funds. The City will comply with the Local Economic Development Act ("LEDA") with respect to the acceptance and disbursement of the State and Local Contributions. As required by the LEDA Ordinance and the Act, City will deposit the State Contribution into a clearly identified separate account.

b. The State Contribution will be disbursed to the Company through the City for reimbursement of LEDA Eligible Expenditures.

5. Disbursement of City and State Contributions

a. State and City contributions shall be deposited into separate accounts for this project and disbursed through the City.

b. **Conditions to Disbursement; Performance Milestones.** The State Contribution will be disbursed in four (4) separate allotments. The City Contribution will be disbursed in six (6) separate allotments. Each disbursement will be conditioned on (i) the Company's having incurred LEDA Eligible Expenditures prior to the disbursement; (ii) where applicable, the Company meeting minimum employment targets and being in compliance with job reporting requirements; and (iii) the Company's satisfaction of the performance milestones set forth below (the "Disbursement Performance Milestones") for each allotment prior to the disbursement:

State of New Mexico LEDA Disbursement Schedule		
Tranche	*Amount of State Contribution Available for Disbursement/Tranche*	*Disbursement Performance Milestone*
1	$1,000,000	Obtain a certificate of occupancy, incur LEDA eligible expenses, and current with all reporting
2	$1,000,000	Hire 30 new employees for a total employment of 30 and maintain for two quarterly reporting periods, incur LEDA eligible expenses and current with all reporting
3	$500,000	Maintain a minimum of 35 employees for two quarterly reporting periods and have at least $100,000,000 in film production spend and current with all reporting
4	$500,000	Hire 40 additional new employees for a total employment of 70 employees and maintain for two quarterly reporting periods, incur LEDA eligible expenses and current with all reporting

City of Las Cruces LEDA Disbursement Schedule		
Tranche	*Amount of Local Contribution Available for Disbursement/Tranche*	*Release of Lien Performance Milestone*
1	$304,790	Access road to Stage 1 and Work Shop
2	$96,144	Surface Parking Workshop
3	$83,328	Surface Parking – Stage 1 Lot
4	$119,900	Surface Parking – POB Lots 2&3
5	$159,100	Surface Parking – Lot 6
6*	$134,334	Surface Parking – Lot 5
*Will not reimburse for entire cost		

6. **Disbursement Requests.** From time to time, after the Company has satisfied the conditions for disbursement set forth herein, the Company may submit to the City and the New Mexico Economic Development Department ("EDD") a written request for disbursement of the State Contribution (the "Disbursement Request"). All Disbursement Requests shall be accompanied by (i) documentation substantiating LEDA Eligible Expenses, and (ii) documentation of current employment level in New Mexico pursuant to Section 10c below. The Company will not submit a Disbursement Request for less than $50,000, but may, upon completion of all performance milestones, submit a Disbursement Request for up to the full amount of the State Contribution or City Contribution then available to the Company at any time. The City may, in good faith, object to or require additional information regarding a Disbursement Request to verify compliance with this Agreement.

7. **Review.** EDD will review the Disbursement Request to assure the charges submitted are LEDA Eligible Expenditures. The EDD's review and approval or objection shall not be unreasonably withheld and shall occur within 30 calendar days of receipt of the Disbursement Request. The City will disburse to the Company the full amount requested in the Disbursement Request no later than 30 calendar days after EDD's approval of the Disbursement Request.

8. **No Offset of City costs.** The City may not offset any internal costs or overhead charges for review or processing of the Disbursement Requests against the Disbursement Request or the State Contribution.

9. **Security.** As security for the faithful performance and payment of Company's obligations under this Agreement, prior to the Company's receipt of any part of the State Contribution or City Contribution, Company shall furnish the City with a Letter of Credit or some alternative form of security in a form mutually acceptable to the parties (the "Security"). The maximum obligation secured by the Security (the "Maximum Obligation") will be $3,897,596. The Company shall be permitted to obtain incremental increases in the Security in the amount of each Disbursement Request and shall not be required to secure the Maximum Obligation before a disbursement will be made. No State Contribution will be transferred to the City until Security in the amount of the State Contribution is accepted.

   a. The City may draw on the Security in order to satisfy any unpaid Clawback Penalty which shall become due and payable, but only thirty (30) calendar days following written demand for payment to the Company. Such draw may be initiated without filing a proceeding in any court of competent jurisdiction.
   b. Provided that the Company has not been required to pay any Clawback, the Security will terminate on January 31, 2033, unless earlier released in accordance with this Agreement.
   c. If the State or the City reduce the amount of LEDA Funds and/or forgivable lien that are made available for the Project and/or if the Company does not draw the entire amount of the LEDA Funds and/or forgivable lien available, the Maximum Obligation will be reduced proportionately to reflect the amount of LEDA Funds and/or forgivable lien actually received by the Company.
   d. A mortgage agreement/municipal lien document shall be recorded in Dona Ana County in the amount of the City Contribution. Partial lien releases shall be recorded upon performance of the set performance milestones.

10. **Clawbacks.** Notwithstanding any other provision of this Agreement, the Company shall be required to pay the Clawback Penalties set forth in this Section (together with forfeiture of the security instrument provided to secure the Company's Clawback obligations), if the Company does not satisfy the conditions

set forth herein.

Facility Closure Clawback.
Full closure of the facility will result in a clawback based on the number of years the Q/E has operated under this agreement as per the following table:

2023	100%
2024	100%
2025	100%
2026	100%
2027	90%
2028	80%
2029	70%
2030	60%
2031	50%
2032	40%

a. For purposes of this Agreement, a failure to produce product for a period of 90 calendar days or more, after initial startup (initial startup will be considered the date of the first production run or within 180 days of receipt of certificate of occupancy, whichever comes first) or failure to occupy the Facility shall be considered a cessation of operations; provided however cessations for reasonable periods for the repair or replacement of facilities damaged or destroyed, cessations resulting from labor disputes, strikes, riots or acts of God, shortages of materials or supplies or for any other reason beyond the reasonable control of the Company, or under similar circumstances will not constitute a failure by the Company to comply with this Section 10a. If the Company ceases operations for any of the causes set forth in this Section 10a, the Company shall submit a plan for resolving such cessation of operations within 30 calendar days. In the event of a cessation of operations, the Company shall provide written notice thereof and a reason therefore to the City within 10 calendar days.

b. **Performance Clawback.** It is the Company's intent to create, hire and maintain the number of jobs set forth in the table below under the column captioned "Cumulative Fulltime Target Job Number" on the Job Determination Dates set forth below. If the Company does not meet or exceed the job numbers set forth under the column captioned "Minimum Job Number" in the table below on each of the specified Job Determination Dates (and after expiration of the Cure Periods), then the Company shall be required to pay a Clawback Penalty (as defined below) to the City which will be applied in the percentage set forth in the table below in addition the company is agreeing to generate a minimum of $350 million in production those clawback penalties are also described below:

Job Creation and Production Spend Commitment and Schedule					
Year	Cumulative Full Time Job Creation Target	Minimum Job Number	Job Determination Period		Clawback %
1	10	9	Ordinance Date	12/31/23	100%
10	10+90 = 100	90	1/1/32	12/31/32	30%
b Additional Notes: Only New Mexico based employees count towards job creation target.					
^ Clawback calculator attached for illustrative purposes.					

Year	Cumulative Spend Target	Minimum Spend	Spend Determination Period		Clawback %
5	$55,000,000	$50,000,000	Ordinance Date	12/31/2027	100%
10	$350,000,000	$315,000,000	1 /1/32	12/31/2032	50%
Clawback percentage is calculated on the shortfall quotient times the amount of LEDA received by the company time the percentage of clawback, example illustrated below					
Year 10 production spend by the company $290,000,000 LEDA received $3,897,000 $315,000,000 - $290,000,000 = $25,000,000 $25,000,000/$315,000,000 = 7.94% 7.94% X $3,897,000 = $309,285.71 $309,285.71 X 50% = $154,642.86					

For the purposes of this Section:

The "**Clawback Penalty**" is a penalty that the Company will be required to pay the City upon the Company's failure to meet the Minimum Job Target on the applicable Job Determination Date, if such Minimum Job Target is not otherwise reached by the Company during the Cure Period. The Clawback Penalty shall be equal to the product of the Percentage Hiring Shortfall (as defined herein), multiplied by the total State Contribution paid to the Company as of that time. For purposes of this subsection, the "**Percentage Hiring Shortfall**" shall be the quotient of (i) the Minimum Job Number for applicable Job Determination Date, minus the actual number of jobs the Company maintains at the Facility at that time, divided by (ii) the Minimum Job Number for applicable Job Determination Date. See Attachment 1 hereto for examples of job Clawback Calculations

"**Cure Period**" is the period of 180 calendar days after each Job Determination Date during which the Company shall have the opportunity to cure any shortfall in meeting the Minimum Job Number. For the avoidance of doubt, if the Company meets the Minimum Job Number at any time during the Cure Period as validated

by the job reporting requirements set forth herein, the Company shall have no obligation to pay a Clawback Penalty corresponding to the applicable Job Determination Date. If the Company fails to reach the Minimum Job Number during the Cure Period, the Company shall pay the City a Clawback Penalty determined in accordance with the table set forth above.

In the event that there are shortfalls on both jobs and spend requirements the respective clawback penalties will be combined to determine the total clawback required.

The parties hereto recognize certain economic factors generally described as "Business Climate Changes" are beyond the control of any of the parties and may affect the ability of the Company to strictly adhere to the job creation numbers and schedule set forth herein. "Business Climate Changes" means substantial changes, beyond the control of the Company within the industry in which the Company operates, that causes a significant decrease in the Company's ability to perform pursuant to the requirements of this agreement with the City. The Company may request specific modifications to the job creation schedule in writing within ten calendar days of learning of the existence of the "Business Climate Change." Such notification shall include the details of the business climate change, the effect thereon on the Company, and the modification of this agreement the Company requests. If the City and EDD agree that Business Climate Changes have affected the Company's ability to perform, the Performance Clawback may be modified by ordinance.

c. **Job Reporting.** The Company shall submit quarterly employment reports documenting its quarterly filing of the Department of Workforce Solutions' (DWS) Employment and Wage Detail Reporting as submitted to DWS in the form and manner required by EDD and the City beginning with the January 31, 2023 and continuing every April 30, July 31 and October 31 thereafter until the completion of this agreement. The State will provide copies of all such reports to the City or the State may request a copy of the Company's quarterly employment reports at any time while this Agreement is in effect and the Company agrees to provide such documents. The Company acknowledges this quarterly reporting will be relied upon by the City and the State to ascertain if the Company is in compliance with the job creation provisions of this Agreement and all subsequent and ancillary agreements. The Company will receive no disbursements of State Contribution as stipulated in this Agreement without up-to-date quarterly job reporting as set forth herein.

    1. The Company shall complete an annual economic impact data sheet (EIA) provided by the State of New Mexico Economic Development department not late than February 28 of each year beginning in 2024. This will reflect actual economic activity and hiring of the Q/E for the preceding calendar year. Failure to complete EIA data sheet by April 15th of any calendar year Q/E shall be subject to a 10% clawback of all

funds received.

d. If the Company has been required to pay the Facility Closure Clawback, the Company will not be required to pay any Performance Clawback that may come due after the date of such payment.

11. **Fees.** Each party shall bear its own costs and expenses in connection with the negotiation, execution and delivery of this Agreement or any amendment or enforcement of this Agreement.

12. **Annual Performance Review.** To ensure the prudent use of the taxpayer's funds and as required by the LEDA statute and Ordinance, the Project will be subject to an annual performance review conducted by City or EDD staff beginning on June 30, 2023 and every year thereafter until this Agreement terminates. The review will evaluate whether the Project is meeting the requirements set forth in this Agreement and any subsequent agreements or amendments and shall be made available to the State. At this time, the Company may report any difficulties it has experienced under the terms of this Agreement or the LEDA program and may request any assistance it deems necessary. The City or State may request the Company provide data and information to assess the broader economic impact of the Project, but the Company shall not be required to divulge information or documents it considers confidential or proprietary.

    If the requirements are not being met, the City may terminate this assistance to the Project by passage of an ordinance which terminates this Agreement and specifies the disposition of all obligations of the Project. In addition, in accordance with LEDA, the City may enact an ordinance revoking the LEDA Ordinance and terminating any further payments for any or all Projects thereunder. In the event the City terminates the LEDA Ordinance or this Agreement while the Company is in compliance with the terms and requirements of this Agreement, the City will not have a right to clawback any of the payments already made to the Company.

13. **Termination**. This Agreement shall terminate at the close of business on January 31, 2033 or when otherwise terminated by ordinance.

14. **Request for early release of security**. If the Company achieves and then sustains the Minimum Job Number of 100 permanent, full-time employees for six (6) consecutive months prior to December 31, 2030 and has made in excess of three hundred and fifty million dollars ($350,000,000) in production spend the Company may request release of the Security and termination of the agreement. Said request shall be made to the City in writing and accompanied by documentation comprising its quarterly job reports demonstrating such employment. In no event shall the security be released until the Company has furnished contemporaneous job reporting documentation and completed the corresponding Annual Performance Review. A request for release of the Security may not be submitted prior to December 31, 2030. Upon receipt of such a request the New Mexico Economic

Development Department will work with the Company to gather sufficient documentation of the economic activity directly created by the Company during the period of this agreement and complete an economic impact analysis report. If said report verifies that the State of New Mexico has received direct tax revenues from the activity of the company said request shall be granted.

15. **Liability.** No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Nothing herein shall operate or be deemed to alter or expand any liabilities or obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1, et seq.), or to waive any immunities, limitations or required procedures thereunder. Nothing in this Agreement constitutes a waiver of any party's right to seek judicial relief.

16. **Amendments.** This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto and EDD. Any amendments may be subject to the approval of the Governing Body of City of Las Cruces.

17. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of New Mexico. The venue for any litigation shall be a competent court of jurisdiction located in New Mexico.

18. **Miscellaneous.** This Agreement binds and inures to the benefit of the City and the Company and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning party and the EDD; provided, however, that with notice to the City and the EDD, the Company may assign this Agreement to any affiliate or other member of the Company that agrees in writing to assume and perform all of the Company's obligations under this Agreement. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument.

19. **Notice.**
All notices or other written communications, including requests for disbursement, that are required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized overnight delivery service, by fax, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown below. If notice is mailed, it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If a notice is hand-delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. If any written notice is sent by facsimile or electronic mail, it will be deemed received upon printed or written confirmation of the transmission. A party may change its notice address by written notice to the other party to this Agreement.

The initial notice addresses for the parties are as follows:

If to the City:
City of Las Cruces
Attention: Economic Development
P O Box 20000
Las Cruces, New Mexico 88004

If to the Company:
828 Productions, LLC
100 S. Church Street
Las Cruces, NM 88001

Effective Date: _____

Attachment:

1. Example of Clawback Calculations

SIGNATURE PAGE TO PROJECT PARTICIPATION AGREEMENT

CITY OF LAS CRUCES, NEW MEXICO

By _____

Name Ifo Pili

Title City Manager

828 Productions, LLC

By _____

Name: _____

Title: _____

Attachment 1
Example of Clawback Calculations

Clawback Calculations

Clawback Formula = (Job Creation % Shortfall) * (Cumulative LEDA Dollars Distributed)

Job Creation % Shortfall = (1 - (actual jobs / cumulative hiring target))*100%

Example - 1 100%	End of year 1, inclusive of cure period	
Actual Employees	(a)	41
Cumulative Hiring Target	(b)	42
Job Creation % Shortfall =	(c) = 1-(a/b)	2.38%
LEDA Dollars Distributed	(d)	$ 150,000.00
Clawback %	(e)	100%
Penalty	(f) = c*d*e	$ 3,571.43

Example - 2 100%	End of year 2, inclusive of cure period	
Actual Employees	(a)	57
Cum Hiring Target	(b)	58
Job Creation % Shortfall =	(c) = 1-(a/b)	1.72%
LEDA Dollars Distributed	(d)	$ 200,000.00
Clawback %	(e)	100%
Penalty	(f) = c*d*e	$ 3,448.28

Example - 3 75%	End of year 3, inclusive of cure period	
Actual Employees	(a)	57
Cum Hiring Target	(b)	58
Job Creation % Shortfall =	(c) = 1-(a/b)	1.72%
LEDA Dollars Distributed	(d)	$ 200,000.00
Clawback %	(e)	75%
Penalty	(f) = c*d*e	$ 2,586.21

Attachment "C"

LocaliQ
Texas/New Mexico
GANNETT

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

CITY CLERK'S OFFICE
City Of Las Cruces
Po Box 20000
Las Cruces NM 88004-9002

STATE OF WISCONSIN, COUNTY OF BROWN

The Las Cruces Sun News, a newspaper published in the city of Las Cruces, Dona Ana County, State of New Mexico, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

04/17/2024

and that the fees charged are legal.
Sworn to and subscribed before on 04/17/2024

Legal Clerk

Notary, State of WI, County of Brown

1-2-25

My commission expires

Publication Cost:	$33.80	
Order No:	10056767	# of Copies:
Customer No:	1361033	1
PO #:	Intent to Adopt	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KATHLEEN ALLEN
Notary Public
State of Wisconsin

NOTICE OF INTENT TO ADOPT

The City Council of the City of Las Cruces, New Mexico, Hereby Gives Notice of its Intent to Adopt the Following Ordinance(s) at the **Regular City Council Meeting Held on May 6, 2024:**

Council Bill No. 24-025; Ordinance No. 3067: An Ordinance Amending Ordinance No. 3054, Updating the Project Participation Agreement Between the City and 828 Productions, LLC., to Add Clarifying Language for the Use of the $2,800,000 in Local Economic Development Act (LEDA) Funds Dedicated to the Renovations of Multiple Facilities.

Copies Are Available for Inspection During Working Hours at the Office of the City Clerk. **Witness My Hand and Seal** of the City of Las Cruces on this the **8th day of April, 2024.**

Christine Rivera, CMC
City Clerk
4/17/2024 #10056767

RECEIVED
APR 23 2024
CITY CLERK'S OFFICE

Attachment "C"

Legal Advertising Affidavit

Belinda Mills, who being duly sworn as the publisher of the Las Cruces Bulletin, a weekly newspaper of general distribution published in the City of Las Cruces, County of Doña Ana, State of New Mexico, disposes and states that the legal advertising for

CITY OF LAS CRUCES ATTORNEY

In the matter of:

NOTICE OF INTENT TO ADOPT

Council Bill No. 24-025; Ordinance No. 3067

In accordance with the laws of the State of New Mexico, the attached was published in its entirety 1 time(s) in the Las Cruces BULLETIN, the first publication date being **04/12/2024.**

Belinda Mills

Belinda Mills

Sworn to and subscribed.
before me this day **04/12/2024,**
in the
CITY OF LAS CRUCES
COUNTY OF DOÑA ANA
STATE OF NEW MEXICO

MARGARET ANN ADAMS
NOTARY PUBLIC
STATE OF NEW MEXICO
COMMISSION # 1138740
COMMISSION EXPIRES: 09-09-2026

Notary Public

Advertising Costs: $44.48

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Christine Rivera, CMC
City Clerk

Dates: 04/12, 2024

Attachment "C"

LocaliQ
Texas/New Mexico
GANNETT

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

CITY CLERK'S OFFICE
City Of Las Cruces
Po Box 20000
Las Cruces NM 88004-9002

STATE OF WISCONSIN, COUNTY OF BROWN

The Las Cruces Sun News, a newspaper published in the city of Las Cruces, Dona Ana County, State of New Mexico, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

05/12/2024

and that the fees charged are legal.
Sworn to and subscribed before on 05/12/2024

Legal Clerk

Notary, State of WI, County of Brown

9.19.25

My commission expires

Publication Cost:	$33.12	
Order No:	10160118	# of Copies:
Customer No:	1361033	0
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

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Copies Are Available for Inspection During Working Hours at the Office of the City Clerk. Witness My Hand and Seal of the City of Las Cruces on this the 7th day of May, 2024.

Christine Rivera, CMC
City Clerk

#10160118,Sun-News, May 12, 2024

RECEIVED
MAY 20 2024
CITY CLERK'S OFFICE

Attachment "C"

Legal Advertising Affidavit

Belinda Mills, who being duly sworn as the publisher of the Las Cruces Bulletin, a weekly newspaper of general distribution published in the City of Las Cruces, County of Doña Ana, State of New Mexico, disposes and states that the legal advertising for

CITY OF LAS CRUCES ATTORNEY

In the matter of:

NOTICE OF ADOPTION
Council Bill No. 24-025; Ordinance No. 3067

In accordance with the laws of the State of New Mexico, the attached was published in its entirety 1 time(s) in the Las Cruces BULLETIN, the first publication date being **05/10/2024.**

Belinda Mills

Sworn to and subscribed.
before me this day **05/10/2024,**
in the
CITY OF LAS CRUCES
COUNTY OF DOÑA ANA
STATE OF NEW MEXICO

MARGARET ANN ADAMS
NOTARY PUBLIC
STATE OF NEW MEXICO
COMMISSION # 1138740
COMMISSION EXPIRES: 09-09-2026

Notary Public

Advertising Costs: $43.82

NOTICE OF ADOPTION

The City Council of the City of Las Cruces, New Mexico, Hereby Gives Notice of Adoption of the Following Ordinance(s) at the Regular City Council Meeting Held on May 6, 2024: Council Bill No. 24-025; Ordinance No. 3067: An Ordinance Amending Ordinance No. 3054, Updating the Project Participation Agreement Between the City and 828 Productions, LLC., to Add Clarifying Language for the Use of the $2,800,000 in Local Economic Development Act (LEDA) Funds Dedicated to the Renovations of Multiple Facilities. Copies Are Available for Inspection During Working Hours at the Office of the City Clerk. Witness My Hand and Seal of the City of Las Cruces on this the 7th day of May, 2024.
Christine Rivera, CMC City Clerk
Dates: 05/10, 2024

Attachment "D"

Capital Outlay Funds - $897,596

Las Cruces LEDA Disbursement Schedule

Tranche	Amount of Local Contribution Available for Disbursement/Tranche	Performance Milestones
1	$304,790	Access road to Stage 1 and Work Shop
2	$96,144	Surface Parking Workshop
3	$83,328	Surface parking - Stage 1 Lot
4	$119,900	Surface Parking - POB Lots 2&3
5	$159,100	Surface Parking - Lot 6
6	$134,334	Surface Parking - Lot 5

Date	Invoice #	Amount
4/2/2024	24115	$499,756.82
6/10/2024	24237	$397,829.18
TOTAL		$897,586.00

Hold Harmless Funds - $2,800,000

Las Cruces LEDA Disbursement Schedule

Tranche	Amount of Local Contribution Available for Disbursement/Tranche	Disbursement Performance Milestone
1	$702,000	Renovations to 106 S. Miranda
2	$240,000	Renovations to 100 S. Church
3	$1,856,000	Renovations to 300 S. Compress

Paid Invoices:

Date	Invoice #	Tranche	Amount
7/25/2024	24238	1	$702,000
7/25/2024	24240	3	$65,000
11/8/2024	682	3	$174,985
TOTAL			**$941,985**

Invoices Denied Payment:

Date	Invoice #	Tranche	Amount
3/1/2025	7287	3	$191,923
10/27/2025	2025-LEDA-300COM	3	$308,000
10/27/2025	2025-LEDA-100CH	2	$245,464.79
TOTAL			**$745,388**

Attachment "D"

Clawbacks

Total Paid	$1,839,570.78
EIA 10% Clawback	$183,957.08
Facility Closure Clawback	$1,137,570.78
Requested Clawback	**$1,321,527.86**