

CITY COUNCIL AGENDA

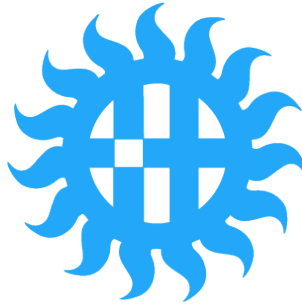
Mayor
Eric Enriquez

Monday, January 6, 2025 at 1:00 PM
Council Chambers

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

Mayor Pro Tem
Johana Bencomo

Councilors
Cassie McClure
William Mattiace
Becki Graham
Becky Corran
Yvonne Flores



CITY OF LAS CRUCES

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

If you need an accommodation for a disability to enable you to fully participate in this event please contact us 72 hours before this event at [541-2115/V](tel:541-2115).

CONSENT AGENDA

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

Page

1. OPENING CEREMONIES

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

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

3. PUBLIC PARTICIPATION

4. ACCEPTANCE OF AGENDA

5. CITY COUNCIL MINUTES

- 5.1. Regular City Council Meeting of December 2, 2024. 4 - 33
[City Council - Dec 02 2024 - Minutes - Pdf](#)
- 5.2. Work Session of December 9, 2024. 34 - 53
[Work Session - Dec 09 2024 - Minutes - Pdf](#)

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

- 6.1. RESOLUTION NO. 25-073: A RESOLUTION AMENDING THE SERVICE AGREEMENT WITH CENTER FOR TRANSPORTATION AND THE ENVIRONMENT OF ATLANTA, GEORGIA, TO AMEND THE SCOPE OF WORK AND INCREASE THE CONTRACT AMOUNT, TO A TOTAL AMOUNT NOT TO EXCEED \$501,247.02, PLUS APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-088). 54 - 58
[Resolution No. 25-073 - Pdf](#)
- 6.2. RESOLUTION NO. 25-074: A RESOLUTION TO AWARD CONTRACTS FOR FOOD AND SUPPLIES FOR THE SENIOR NUTRITION PROGRAM ON AN AS-NEEDED BASIS TO BEN E. KEITH FOODS OF ALBUQUERQUE, NEW MEXICO, DAIRY FARMERS OF AMERICA, INC. DBA PRICES CREAMERIES, AND LABATT FOOD SERVICE, BOTH OF EL PASO, TEXAS, IN AN ANNUAL NOT-TO-EXCEED AMOUNT OF \$1,000,000 PER VENDOR FOR A PERIOD OF FIVE (5) YEARS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 24-25-021). 59 - 224
[Resolution No. 25-074 - Pdf](#)
- 6.3. RESOLUTION NO. 25-075: A RESOLUTION AUTHORIZING AN INCREASE IN THE NOT-TO-EXCEED AMOUNT OF ELECTRONIC FUEL CARD SERVICES PURCHASES FROM WEX BANK DBA WRIGHT EXPRESS FSC (WEX) OF CAROL STREAM, ILLINOIS, VIA NEW MEXICO STATE PURCHASING DIVISION (NMSPD) AGREEMENT NO. 20-00000-22-00058, TO AN AMOUNT NOT-TO-EXCEED \$1,000,000, SUBJECT TO APPROVED BUDGET APPROPRIATIONS. 225 - 272
[Resolution No. 25-075 - Pdf](#)
- 6.4. RESOLUTION NO. 25-076: A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL NOT-TO-EXCEED AMOUNT OF PRICE AGREEMENT 23-24-032 WITH GCC SUN MATERIALS OF LAS CRUCES, NEW MEXICO TO \$1,500,000, PLUS APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS. 273 - 299
[Resolution No. 25-076 - Pdf](#)
- 6.5. RESOLUTION NO. 25-077: 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 FISCAL YEAR (FY) 2025 BUDGET. 300 - 337
[Resolution No. 25-077 - Pdf](#)

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

- 7.1. RESOLUTION NO. 25-078: A RESOLUTION TO CURE AND RATIFY THE LAS CRUCES CITY COUNCIL'S PRIOR INVALID DECISION AND DECISION TO SEEK CANDIDATES FOR THE VACANCY OF THE POSITION OF CITY MANAGER FROM AN INTERNAL POOL OF CANDIDATES, AND TO APPOINT IKANI TAUMOEPEAU TO THE OFFICE OF CITY MANAGER, THEREBY APPROVING AND RATIFYING BOTH HIS SELECTION AND EMPLOYMENT 338 - 358

AGREEMENT.

[Resolution No. 25-078 - Pdf](#)

- 7.2. **PUBLIC HEARING REQUIRED.** RESOLUTION NO. 25-079: A RESOLUTION APPROVING THE REQUEST FOR A TRANSFER OF LOCATION OF DISPENSER LIQUOR LICENSE NO. DIS-001021 WITH ON-PREMISES CONSUMPTION TO BIG TOASTED MON 4, LLC., D/B/A CRUCES TOTAL GOLF LOCATED AT 170 W. PICACHO AVENUE, LAS CRUCES, NM. 88005. 359 - 378

[Resolution No. 25-079 - Pdf](#)

- 7.3. RESOLUTION NO. 25-080: A RESOLUTION AMENDING THE FY2025-2030 CAPITAL IMPROVEMENTS PROGRAM. 379 - 390

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- 7.4. COUNCIL BILL NO. 25-018; ORDINANCE NO. 3089: AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF LAS CRUCES, NEW MEXICO TAXABLE MUNICIPAL GROSS RECEIPTS TAX (ONE-HALF PERCENT) REVENUE BONDS, SERIES 2025 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$21,000,000 FOR THE PURPOSE OF PAYING, DISCHARGING, AND SATISFYING THE CITY'S RISK MANAGEMENT MEASURES ENTERED INTO IN THE FULL AND FINAL RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT IN CONNECTION WITH ESTATE OF TERESA GOMEZ, ET AL. V. CITY OF LAS CRUCES, ET AL., CIV-23-00952 AND PAYING THE COSTS OF ISSUANCE OF THE BONDS; PROVIDING FOR THE METHOD OF SALE OF THE BONDS PURSUANT TO A NEGOTIATED PUBLIC SALE WITH AN UNDERWRITER; PROVIDING FOR THE MATURITY DATES AND AMOUNTS, INTEREST RATES, PRICES, REDEMPTION FEATURES AND OTHER FINAL TERMS OF THE BONDS TO BE ESTABLISHED IN A PRICING CERTIFICATE; DELEGATING AUTHORITY TO THE CITY MANAGER AND CITY FINANCIAL SERVICES DIRECTOR TO EXECUTE AND DELIVER A PRICING CERTIFICATE AND BOND PURCHASE AGREEMENT FOR THE SALE OF THE SERIES 2025 BONDS; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS. 391 - 554

[Ordinance No. 3089 - Pdf](#)

8. **BOARD APPOINTMENTS**

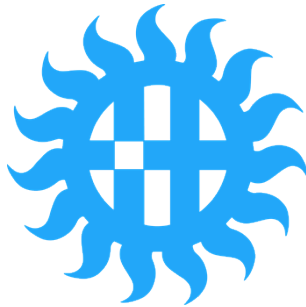
9. **NOTICE OF PROPOSED ORDINANCE(S)**

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

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

11. **CITY MANAGER REPORT**

12. **ADJOURNMENT**



MINUTES

City Council

Monday, December 2, 2024 @ 1:00 PM

City Council Chambers, City Hall

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

ABSENT: Councilor William Mattiace

1. OPENING CEREMONIES

1.1 PLEDGE OF ALLEGIANCE - COUNCILOR FLORES.

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

Mayor Enriquez recognized the Centennial High School Boys Soccer State Champions

Mayor Enriquez recognized Jordyn Champion for her commitment to athletics and academics.

Councilor Corran presented Kate Nixon with a proclamation for Osteopathic Medicine Month.

1.3 JOBS OF THE WEEK.

Sarah Raney, New Mexico Workforce Connection presented Jobs of the Week.

1.4 PETS OF THE WEEK.

Councilor Corran presented Pets of the Week.

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

2.1

None.

3. PUBLIC PARTICIPATION

3.1

Beverly Hogan, Member of the Public said I just wanted to address two things that I would like to see the city council add when you address our legislature. The most important one I think would be that we look at what Police Chief Story has regarding crime legislation that he would like to see passed. It is the competency restoration for violent felony and repeat offenders. This is needed in order to stop the current situation where repeat offenders are being released over and over again simply to commit more crimes. Also, he wants to see that we allow law enforcement to be petitioners for assisted outpatient treatment. In other words, allowing the LCPD to get more people into the treatment that they need and pretrial detention which would be bail reform for violent crimes and repeat offenses while awaiting trial. The last is Juvenile Justice Reform to reduce juvenile repeat offenders. The last part is I do have a problem with our city council endorsing Family Paid Medical Leave. This imposes a tax on everyone who is an employee of the state at a time when so many people are already struggling with increased cost of living. It would require businesses to pay into a state managed fund to provide three months of paid leave for any employee. This would place a large financial burden on the business, especially small businesses. Businesses would then have to allow employees to take several months of leave annually and would not be allowed to hire anyone else to replace those on leave. Small businesses simply can't afford to function this way. It would be devastating to our small businesses that are already suffering because of the violent crime here in Las Cruces. So, I would really appreciate it if you would consider those two items. I have already sent them to Senator Elect Ant Thorton as well as our legislature.

Lynn Moorner, Member of the Public said I am here today to talk briefly about EPA new Lead and Copper Rule. Some of you know that I practiced environmental law in Nebraska before relocating to Las Cruces to take care of my parents about ten years ago. It is critical that this important rule be implemented properly and fully with respect, I fear its roll out is being botched. False and misleading statements from city councilors are not helpful no matter how much cheerleading you want to do. Vague, misleading and/or contradictory statements from staff also undercut your efforts. In addition to lacking clarity the letter the city sent was largely written in English. Spanish speakers were merely directed to call a number. The entire letter written clearly inaccurately should have been sent in English and Spanish in order of it having a chance in being read and understood by most affected Las Cruces water users. The presentation at the City Council Meeting on November 18th meeting was inadequate. There was no opportunity for the public to ask questions and have them answered by knowledgeable persons. The briefing contained inaccurate, incomplete, and misleading information. In reality the rule makes clear that testing your drinking water is not a substitute for replacing your lead pipes. Financial help is supposed to be available for property owners who don't have the funds to bear the cost of replacing their lead pipes. There seems to be an effort to declare victory ridiculously early simply because four weeks after the notification letter in English was sent out the city has not heard from any property owners saying they found lead pipes. To clarify the rule provides a ten-year period in which to get all the lead out and achieve full compliance. It also appears that there is an effort by city representatives to shutdown

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inquiry and dodge providing answers to keep key questions with supporting documentation in a public meeting that is live streamed and recorded. I request an opportunity at a city council meeting for a public briefing by knowledgeable persons where the public has ample opportunity to make comments, ask questions, and receive answers. City councilors need to also have an opportunity to ask all their questions and receive complete answers as well as hearing the concerns and information provided by their constituents. Shoving us off to a Utilities Board meeting will not work. There are more than technical issues to be discussed. There is at least one important policy and legal issue that needs to be put before city councilors, the City Attorney, and management.

Liz Rodriguez-Johnson, Member of the Public said speaking to you today in regard to my concerns about how the city is handling the new EPA Lead and Copper Rule and also to reiterate some of the comments that Ms. Moorer just made. It was disappointing that the city's letter was written in English except for two sentences in Spanish. The Spanish sentences said that the recipient has to call a number to obtain important information. That is more likely to cause a recipient who only speaks and reads Spanish to throw the letter away and then call the number to find out something that might threaten their wellbeing and/or cost them money. Most of the people impacted by this are in the older neighborhoods and are Hispanic. A respectful and confident way to handle this would have been to write the letter in English attached to the same letter in Spanish. Also, we need to know exactly how much lead piping exist in the older parts of our city both city owned and privately owned piping. If staffers don't know they need to investigate immediately. We don't want to hear that they think there is no lead piping in the old parts of downtown without presenting clear evidence of that. I therefore request a briefing at the city council meeting which has his a significant opportunity for public comments and questions an ample amount of time. For example, an hour or so needs to be reserved for public comments after staffers have given a thorough truthful presentation in response to public questions the public and the city councilors then need to receive fully truthful noninvasive answers from knowledgeable people.

Trent Scribner, Member of the Public said I came here to discuss a case that kind of disturbed me about Joann Melon Gaudian who was evicted from her home about a week ago. She was evicted from her home, and she ended up breaking back in, this is a 70-year-old woman to try to get out of the cold. Understandably LCPD came and then she was arrested then. The disturbing part is that later she was released from the Dona Ana County Detention Center just released with no ride into the cold of winter and she has since gone missing and so I am just curious as to what we can do to protect these people because it is going to keep happening to older people keep losing their homes here at record rates and if we have people getting evicted, getting arrested how do we avoid releasing them to where we know they have nowhere to go. I am just dumbfounded that this is allowed to happen that she was released to the custody of no one. People who know her are saying that she has dementia. So, this woman is out on the streets confused. I just think it is a tragedy and something that the council should seriously think about because it is not going to get better anytime soon.

Vic Villalobos, Member of the Public said it has been a little while since I have come

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up here to speak and the last time I came up we were voting on some I thought pretty important things when it came to the ordinances for the cart and for some of the vagrancy type stuff we were looking at and I do think we made some changes. I think we see less shopping carts. I think that some solutions came up where people were given the smaller carts, and we see less of them, and I think that has actually helped. I think we have seen a lot less of the people out on the streets actually trying to solicit money from people. I think a lot of that was organized crime and when they saw that council took action they moved on to other places and so I think that is a good thing. I know I have not been able to be here like many other people. We are super busy. It is hard to get away. I still follow. I still watch when I can, and I feel like we think that was the solution to everything that suddenly everything was going to change, and I think we were clear in the beginning that those were the baby changes we needed to keep going. I look at the things that the city is wanting to do and the priorities that we are now making, and it saddens me that these priorities don't include some of these things that Chief Story is asking for going to Santa Fe and doing things. I don't know how much time you guys actually spend out on the street like where our businesses are, but we are still having issues. We still have these problems and whether you realize it or not I think it is just because some of you choose to follow an agenda that you will not, will not look away from no matter the cost. No matter the cost of the businesses, no matter the cost of the citizens, they are the majority of this city. You will not look at any other alternatives and we keep all of our funding is so focused on places like the Community of Hope which I do think do good things, but we focus so much on that we encourage more and more people to come to our community. These people that we are encountering, that I am encountering, the people that Dr. Kyle are encountering, that my wife is encountering they are not from Las Cruces. They are from other cities. They are coming here because we are making it welcoming for them to come here and we need to have change. You cannot expect a police force to be able to handle the situations. We can barely get the people coming to our academies. Why would somebody want to come here and be a police officer if they don't have really the support from this council out there to do things.

Juan Garcia, Member of the Public said for nearly three interminable years I have been a constant haunting presence before this council. A voice of relentless plea echoing through these chambers begging for your action, your support and demanding state legislators, many of your friends and colleagues take the sides of action. Change that which shield the innocent, fortify the vulnerable and strike fear into the hearts of those who would seek to do them harm. I have yearned for a champion among you, a unyielding advocate for the downtrodden, brutalized, the victims left shattered in the wake of the merciless criminal hoard that stalks our streets. For the Patricia Jimenez's, Little Shop on Main and others in the community who were forced to abandon their life's work, their dreams, their very livelihoods to the relentless onslaught of the Las Cruces criminal element. Luckily for someone like Councilor Bencomo who has been a true advocate for the cause that she believes in, agree or disagree with her she stands true to her convictions. For all of those who have been broken by the cruel hand of fate and the callous disregard of the predatory element that lurks in every shadow I have longed for a voice of righteous indignation out of those among our elected representatives who have lost their way who have forgotten their sacred oath they swore to protect and serve the people, the so-called "progressive legislators" who fawn and catered to the criminals who caudle and

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enabled them while the victims were left to pick up the pieces of their shattered lives. Legislators like Senator Cervantes who when confronted with a request for help in addressing crime in this community can only muster a pathetic self-delusional comfort that “at least we are not as bad as Albuquerque”, as if that were a twisted badge of honor, a grotesque metric that to which to emeasure our worth as a community. It is nothing short of breathtaking, the audacity, the sheer moral bankruptcy of such a statement. A stark reminder of just how far we have fallen of just how deeply rut of complacency in our appeasement has infected the halls of power. I held on to hope until I saw the Las Cruces favor among others, animal welfare because clearly the welfare of animals outweighs public safety and wellbeing of hard-working citizens. This council prioritizes the welfare of animals over small businesses and the citizens. Just what you would expect from this council I guess, unbelievable.

Jim Hurst, Member of the Public said I want to start by reading the New Mexico Constitution, Article II, Section 11, every man shall be free to worship God according to the dictates of his own conscious, no person shall be required to attend any place of worship or support any religious sect or denomination nor shall any preference be given by law to any religious denomination or mode of worship. I want to address Lisa Parrot's comments from last meeting. I agree with Ms. Parrot on some things. First, everyone is entitled to believe and worship according to the dictates of their conscious. Second, we both have the same impression about the Mayor and his role in the National Day of Prayer service held here at City Hall. It seems that we both have the impression that the Mayor authorizes, sponsors, and participates in the event in his official capacity. It would be nice if the Mayor would go on record and state exactly what his role in the event was. Both Ms. Parrot and I agree with the New Mexico Constitution that all New Mexicans have religious freedom, and no person is required to participate in any religious service, but Ms. Parrot doesn't acknowledge is that no one should be required to support any religious service. The National Day of Prayer service is unauthorized expense to the city and an unauthorized use of public facilities unless of course the mayor has the authority to use City Hall and city personnel however he wishes and does not require the consent of city council to hold religious services here in this building. It also gives the appearance of an endorsement and expressed favoritism by the City of Las Cruces for a particular religious group or religious opinion. While I agree with Lisa on many things I challenge her, the CCIA, Mayor, and the city to do two things. First, define the event. State by what authority it is held and what city personnel and resources are appropriated to its use. Two, justify a public service, public religious service using city resources under the New Mexico Constitution. If you can't do these two things you must cease holding the event here. It is just that simple.

Lonnie Montgomery, Member of the Public said I am a follower of Jesus Christ, and I have good news for the council and other people in this country. You can stop practicing your Mandarin and the reason is we are going to be the US of A and not the USS of A. That is according to the Lord. I just have a couple of questions. I come here at 1 o'clock because I can but there are other people that can't. People that work. So, I would like to see if we can't meet maybe at a little later in time. Say right around 6 o'clock, 6:30 some place so that people can get off and come in and get in on the voting and make their opinions known to the council and vice versa. I have another question about I think I saw on TV in one of the stations in El Paso it was called the

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15 Minute City and the way its explained and I thought it was passed or it was passed and put on the back burner and I thought that the council had passed but I am not sure because I don't attend every meeting and they had certain things that could not be in there and the zones could be changed almost at will where if the people wanted to put a motorhome behind my house they could do so or they could by the place next door to me and they could put in their dispensary or the bar and I understood under this plan that you could have a dispensary or a bar in each and every place. It's called 15 Minutes because you didn't have to walk out of your particular area, "your city". Now I was born and raised in the west and there is a lot of stuff out there and I don't want to be put in one place and told I cannot go out another. I am sorry for the people in New York that they don't have all the beautiful spaces we have in New Mexico. When Councilor Mattiace came to Las Cruces I asked if he could explain it to me and give me a call and I gave him my number and the only call I received is somebody calling me to speak to Mr. Mattiace. So, I would like the convenience, and I just would like more explanation or are the zoning people going to decide what is in each and every of these parts of the city.

Patty Hughes, Member of the Public said I am concerned about how Las Cruces Utilities is complying with the new federal Lead and Copper Rule. Both English speakers and both Spanish speakers who receive their water from Las Cruces Utilities need complete factual information from knowledgeable people. This includes people who know what records actually show about where exactly where lead lines are in the city both publicly owned and privately owned. If there are gaps in city records, then we need to know that too. If Las Cruces Utilities is going rely upon a website to inform the public about matters related to the new rule the website needs to be in English and Spanish and needs to be made factually correct, well organized, easy to understand and up to date. We all need to know with documented evidence the extent to which lead is in the city owned water mains, piping or any other type of water conduit. There is little point in private property owners going through the expense of replacing their lead pipes if water comes to them through city owned lead piping. It doesn't help to hear unsubstantiated characterization whether from city staff or councilors. It was disturbing for me to hear a city councilor state on a radio show last week that if a property was built after the 70's there is virtually no chance of lead pipes. This is not true. In reality lead pipes used for water lines were not banned by federal law until 1986. In addition, plumbing fixtures containing lead were not banned for sale until 1998. There must be hundreds of houses built in Las Cruces between 1980 and 1998 that use lead pipes and/or lead plumbing fixtures. We need to hear all the facts regarding achieving compliance with the new rule including the facts that city personnel may not want to talk about. It discredits staff and councilors when we are told not to worry, not to ask penetrating questions or just trust the people working on this and also leaves open the possibility that something could be covered up. I would like to hear the facts from people who know them, about what the city thinks the rule requires, what the current situation actually is and what steps are being taken to achieve full compliance with the rule. This needs to happen at a public briefing at a city council meeting where citizens have plenty of time to make comments and ask questions and then have their questions answered by people who know the answers. If staffers don't know the answers it would be helpful if they said so and then find the answers and report back as soon as possible again within the context of a council meeting.

4. ACCEPTANCE OF AGENDA

Councilor Yvonne Flores moved, seconded by Councilor Becky Corran, to accept the agenda as presented.

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

5. CITY COUNCIL MINUTES

5.1 REGULAR CITY COUNCIL MEETING OF NOVEMBER 4, 2024.

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

- 6.1 **RESOLUTION NO. 25-063: A RESOLUTION PROVIDING FOR THE DETERMINATION OF REASONABLE NOTICE OF MEETINGS OF THE CITY COUNCIL AND ITS BOARDS, COMMITTEES, AND COMMISSIONS FOR CALENDAR YEAR 2025.**
- 6.2 **RESOLUTION NO. 25-064: A RESOLUTION AUTHORIZING AN ANNUAL NOT-TO-EXCEED AMOUNT OF \$1,000,000 INCLUDING NM GROSS RECEIPTS TAX (GRT) FOR TIRES, TUBES, SUPPLIES & SERVICES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 24-25-029).**
- 6.3 **RESOLUTION NO. 25-065: A RESOLUTION AUTHORIZING AN ANNUAL NOT-TO-EXCEED AMOUNT OF \$150,000 FOR ADVERTISING WITH BRAVO MIC COMMUNICATIONS, LLC OF LAS CRUCES, NEW MEXICO, SUBJECT TO APPROVED BUDGET APPROPRIATIONS.**
- 6.4 **RESOLUTION NO. 25-066: A RESOLUTION APPROVING AN AMENDMENT TO A SERVICE AGREEMENT BETWEEN CITY OF LAS CRUCES AND DOWNTOWN LAS CRUCES PARTNERSHIP TO INCREASE THE ANNUAL NOT-TO-EXCEED AMOUNT TO \$175,000 INCLUDING APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-008).**
- 6.5 **COUNCIL BILL NO. 25-015; ORDINANCE NO. 3086: AN ORDINANCE CHANGING THE CONDITIONS OF THE M-1/M-2C (INDUSTRIAL STANDARD-CONDITIONAL) FOR A PROPERTY ENCOMPASSING APPROXIMATELY 1.19 ACRES AND LOCATED AT 1013 PARKHILL DRIVE. THE ZONE CHANGE SEEKS TO REMOVE AN EXISTING CONDITION ON THE PROPERTY. SUBMITTED BY BORDERLAND ENGINEERS AND SURVEYORS.**
- 6.6 **RESOLUTION NO. 25-067: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A BUDGET ADJUSTMENT ALLOCATING FUNDS IN THE AMERICAN RESCUE PLAN ACT (ARPA) AND AMENDING**

THE CITY'S ADOPTED FISCAL YEAR 2025 BUDGET.

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

7.1 RESOLUTION NO. 25-068: A RESOLUTION APPROVING THE CITY OF LAS CRUCES' LEGISLATIVE PRIORITIES FOR THE 2025 NEW MEXICO LEGISLATIVE SESSION.

Barbara Bencomo, Chief Administrative Officer introduced the topic.

Larry Horan, Lobbyist gave the overhead presentation.

Barbara Bencomo continued the overhead presentation.

Councilor Flores asked how are the bills subsidized? Is it money that the state government has received from the feds for certain projects like state highway and all that sort of stuff? So, is there a distinction? Is there a difference?

Larry Horan asked are you meaning funding for general fund appropriation for the state budget or there is also capital outlay funding which is project funding and then a third piece would be if the state received federal funds that they use to supplement their budget?

Councilor Flores asked are there any projects here that are federally funded or is there money coming in from the feds for that? Is there anything that we are pursuing that fits that category of appropriations?

Barbara Bencomo said there are projects here for which we have received federal funding. For example, the CIT MIH Building, we did receive \$3 million from Senator Heinrich as an earmark. So those are funds coming from the federal government. So yes, the Real Time Crime Center for example has received funds also from Senator Heinrich for equipment for that facility. We typically have a mix of funding for our projects. It might be capital outlay, it could be our own funds that we are putting forward along with federal funds. Of course, for some of these larger projects that is very typical for us to look at all options to fund the projects.

Councilor Flores said I think it is important for the public to know that and I don't know if our newspapers will cover it, but it is good for them to know it is not the state government that is the sole source of revenue in the application.

Councilor Graham said I always try to look and see how many slides are in a presentation when it is brought up, so I know the scope, so it looked like this one had forty-two which means there is like hidden gems of things that you have prepared in case we get specific questions, or did I misread?

Barbara Bencomo said we always like to have backup slides or what we refer to as back pocket slides if there are questions about the particular project and you might recall that in November we brought this forward as a Work Session item and went into detail with each project, the funding sources, the scope, the community impact and

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we of course still have those available for you if you have any questions about the specific project.

Councilor Graham asked do we have some of those Larry you cited competency AOT, a couple of other things, do you we have that on the side deck or if not Chief I am sure you can speak cogently without visual?

Barbara Bencomo said we don't have those on the slide deck, it's the capital outlay for the priorities but I am happy to turn it over to Chief Story.

Jeremy Story, Police Chief said there are several priorities that I have. I have been speaking on them really before February 11th, especially the da February 11th when Officer Hernandez was murdered. As Larry mentioned it is hard though to commit to anything because we don't have actual bills yet. The overall theme that I am looking for is competency reform or competency statutes I think I would argue are the worst in the country. They give us no options on how we deal with people who especially commit numerous crimes and are not found competent because there is really no options other than dismissing the case. I know that there is going to be legislation that is brought forward. I am competent that anything that passes is going to be better than what we have now. It is really hard to make it worse. So as the bills come forward hopefully, we will be able to look at them and see what is promising and what maybe could be tweaked to make it better. Some of the other items we talked about, AOT all that stuff I would like to see actually work together. In some states like Minnesota, you see assisted outpatient treatment laws work with their civil commitment laws with their competency laws so that everything kind of connects to each other. It makes as much sense as it can, it's complicated but you have different paths for different people based on what is going on in their life. It gives people options that we do not have right now. Some of the other things that are important are pre-trial detention which is one of those topics that are more contentious I think than competency but right now they made some changes this last session which I think are positive but we still have more work to do that is highlighted obviously by that last officer involved shooting where that person was in custody for 12 hours and two minutes for two violent crimes and really that should not happen. That should not be able to happen, there should be time for the District Attorney to petition for a hearing and then ultimately the judge will decide whether that person is released or not. They are not going to be held indefinitely without a judge determining that but there should be a presumption in a violent crime that the defense has to prove that they are not a threat to the community. Right now, the presumption is on the prosecution, and it happens so fast sometimes the prosecution doesn't have a chance to have that hearing. So, for certain violent crimes I think that is a reasonable tweak. So as an example, there are some things I would like to see. I think New Mexico has too many resources and too many positive things going for them to be number one in crime and so we need to make some changes to hopefully not be that high on the list.

Councilor Graham said I just want to make clear to everyone here and everyone listening and everyone who has been reaching out, this is not the be end, end all. This isn't even the start. What we are talking about is what is on this resolution is going to be moving through the crazy fluid dance that is the legislative session and what we

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advance here today or don't advance here today is not the end of the line correct?

Larry Horan said that is correct. In fact, what it signals to me is that we are representing the city of Las Cruces and Santa Fe as well. This is what council, and staff identifies as priority and so it creates that I would almost say guard rails but a framework for me to know what to watch for, what to make sure you hear about, what you get an opportunity to weigh in on.

Councilor Graham asked Chief Story that is not the last time you are going to say these things? You will be in Santa Fe advocating and I do want to say that I am supportive of everything that Chief has been sketching out here. Recognizing that we don't know what is going to happen and some things may get slotted in other ways, but that we have the commitment to carry these messages to work to go with the flow and that you as our smiling leader in all of this are going to be there for us making sure that we are kept up to date.

Larry Horan said that is correct, in fact it has already been happening in the interim because of those conversations we started having last session on these issues Legislators reached out to us to participate and also make presentations on what legislation has been hearing about it in the past since the last session ended.

Councilor McClure said when we have our capital outlay, we have to have a why, tell a little bit of story at least in the packet we received but these legislative priorities doesn't have a why attached to some of these things to set those parameters to say this is how far we will go, this is what our needs are for the city. For example, sustainability, are we looking to do more water conservation here, Santa Fe may not be looking at it in the same way we might. I am just curious why we don't have more detail in this list right now and I guess things like affordable housing that is such a buzz word. I wish there was a little bit more. What is stifling us from building quickly? What is, I have heard staff say there are regulations, be very specific to give legislators guidance and I feel like that is where we are kind of losing sort of focus and I understand that there is a lot of stuff happening and there is going to be a lot of work that we are doing in that we are going to support Chief Story but what does that look like to tell people a little bit more about where we are going?

Larry Horan said part of the struggle we have with that, and I will use the affordable housing as an example. The Municipal League hosted a summit with developers to discuss issues as it relates to zoning, local zoning and challenges in building of affordable housing and housing in general, so we know there is movement on the issue. We don't know yet what that is going to be, so it is hard to commit unless it is a general policy statement like efforts to improve affordable housing or improve zoning regulations to help increase housing access. It is hard to categorize some of those issues until you know what we are actually discussing. Public safety we have a better sense because we know what the conversation has been about. With things specifically like inspection of public records, affordable housing, sustainability, you get a list of the Coalition for Sustainable Communities that gives a laundry list of what they are going to be looking at but we don't know what the specifics are of those until we see them. That is difficult to go too specific.

Councilor McClure said I think you and I spoke when we had our one to one about competency and unraveled that idea for me but even things like mental health care we know it is a need and I would like to see that on a list. What is that hampering if we don't have something like that that calls out and says we need help down here. We need help in these specific ways, and I know that is our job when we go up to legislature but to a certain extent setting those parameters again feels like something we can do here.

Councilor Bencomo said I know that when you presented this in November there was like our general request and then there was a request for the Governor's portal that if in our materials, we can sort of identify and define those and then also whatever materials we, staff, council takes up there that we also have which projects are regional projects. Which projects will impact not just city residents but really county residents and even honestly broader than that. I think it is really important to have those projects noted. Then I want to address some of this other policy pieces and excuse me Larry but I have a terrible memory actually but I genuinely do not remember if we had something like Exhibit B before in other resolutions, I feel like we haven't. I know that in the almost five years that I have been here that sometimes we will take positions on a specific piece of policy but more than not. We have not because like you said we can support something in the beginning and then by the end of the 60-day session it completely changes, and we perhaps might not want to support the final piece of legislation. I don't know if it is that extreme, but I feel like it has just been a few times where a specific piece of legislation has been brought to council for us to vote on whether we support it or not. I think generally what also ends up happening is that individual council members will go and advocate for things that we deeply believe in are true. Any specific piece of legislation that doesn't necessarily have to come to council and I say this because I don't remember Exhibit B being something we have done in the past and I say that because as an organizer and someone who had lead policy campaigns of the legislature honestly Exhibit B doesn't feel neither powerful nor strategic in terms of have city councils been asked to provide public support for paid family medical leave. I don't necessarily think so I don't think organizers have approached me at least, organizers of that particular bill, right like there is a whole campaign behind that is being run by advocates and non-profits and have directly impacted folks. None of them have necessarily come to us and I think that is because at the end of the day it doesn't really matter. I am not saying our voices don't matter because they do. They especially matter when we are talking about capital outlay request, expertise like Chief Story and Chief Smith and Natalie Green, those kinds of expertise matter a lot and so I don't necessarily think again, this is powerful or strategic. I know that the animal welfare folks literally came here, those advocates literally came here last month and said we want you to support it, and I feel like those are the things that we should be responsive to. In terms of the public safety pieces of legislation I don't know the specific organization, I don't know any of the bills, right? I have Chief Story's brief here and while he has Juvenile Justice Reform for example as a big topic there isn't any specific piece of legislation tied behind that, so it is very hard to throw our blind support behind anything. Who knows maybe they will say put them all in jail. I don't want to support that. We just don't know and so I think it is important that we are responsive to requests that are made of local elected officials, city councils when our voices are really needed. With pieces of legislation

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like IPRA we clearly have City Clerks all over the stat saying this is important, even Chief of Police are saying this is important with things like, what are the other things that we are supporting? FMLA? I feel like FMLA has not really been something that has come to us and has had people have asked us. I want this city council to be powerful and strategic in our asks at the legislature. I think last year proved what that can look like and how it can be very effective and bring dollars back to our community. I think with big broad topics like housing, there could be very good bills on housing that I support. There could be very bad bills on housing that I don't support. Same thing with public safety. Honestly same thing with sustainability, so I just wanted to say that I was surprised to see Exhibit B. It felt like something new and again Barbara and I apologize, you are looking at me like you just forgot. It just didn't feel powerful or strategic.

Barbara Bencomo said Exhibit B which does layout the prolicy priorities is typically included in the packet that you consider and vote on for the state legislative sessions. Over the years some of them have been very specific and some of them have been more broad. In the past for example we have had on the list things like support for the establishment of a State Bank. So there have been a number of topics on that list. We typically include them in our materials that we prepare for the legislative session that includes both the capital outlay priorities and any policy initiatives. Typically the list of policy initiatives have been much smaller than the list of our asks for capital outlay but we have included both but again in varying degrees of specificity and maybe that is why this year they are more broad than they have been in the past that is perhaps why it doesn't feel like we are seeing before in this forum but again what we are bringing before you are the topics for your consideration that would guide what Larry would then bring back for us to review, weigh in on again for support or amendment and of course we stand here and we will take direction if you want those words to be changed but those are the general topics that we glean from previous work sessions but it is certainly up to your discretion as to how that is brought forward.

Councilor Bencomo asked just to clarify Exhibit B isn't necessarily saying Larry go to Santa Fe in the 60 day and go to every committee meeting that has an affordable housing bill and say Las Cruces supports it, right? What this list is saying is hey Larry, anytime there is a bill that you feel the city would benefit from or be hurt by and you should all be aware and potentially take a stance you would come to us and say hey, this is happening, correct?

Larry Horan said that is correct because in a 60-day session especially with as much money as there is now that first 30 days we are going to see anywhere between 1,700 to 2,500 pieces of legislation. I literally go through all of those, see if there is anything on the list that may have an impact make sure it gets reported through staff and to council and to the Mayor to weigh in on and then make a decision if we have a position on any particular piece of legislation and what that is and what does that mean going forward. What do we need to do with that legislation? Some of it is just for your information. Some of it is because it is identified as a priority, and we really need to activate and know what you want to do with a piece of legislation.

Councilor Bencomo said for members of the public who are concerned that we aren't

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paying attention to public safety which is not true. I am happy to make an amendment to add a bullet point on here to add public safety, again I don't think Exhibit B is particularly strategic or powerful or carries a whole ton of weight but if folks want to see that I am happy to make that amendment. I really just want to say that folks have really honed in on, particular folks on the council. Back in February or March after Chief Story had a public press conference that outlined some of his priorities. I released a statement, and I said Chief and I are very much in alignment with competency legislation and some of these other pieces around bail reform. I stand firmly behind bail reform that wealth should not determine someone's freedom though I believe there needs to be some changes. Whoever wants to believe that this is not something I care about I think perhaps stop while you are ahead. It is very clearly public that is something that I very much spoken about publicly and support if it is going to be impactful and positive. Chief and I have had a conversation about the very special short session that happened in the summertime about one of the competency bills and I agreed with some of it, and I didn't agree with some of the other pieces. Mostly because I felt that it was a rushed piece of legislature. One of the pieces for example and Chief said it couldn't be worse, but I don't know Chief it could potentially could be worse but maybe not. One of the pieces of legislation on competency said and I remember very clearly said if there is no mental health facilities available for someone to go pertaining to competency just put them in jail. Be nice to them but put them in jail. I am summarizing and being cheeky of course but they really had that and him and I talked about this, and I feel like those types of things are very problematic for me to through my full weight and support around a piece of legislation that we haven't even seen yet. So, I just want to say that for members of the public and then again for council I think for my colleagues. I think it is really important that we sort of move away from either/or thinking or all or nothing thinking which I think Councilor Graham brilliantly described earlier so.

Councilor Flores said I think the public should know that you are very careful about looking at the legislation that we support and you have also let everybody know that right in the middle as you're going maybe for the vote you get a quick alert that there has been a change, a horrible change to the proposed legislation that we were supporting or lobbying for. That happened with Senate Bill 16 or 17, the competency one but just to let people know just for reference I was a in the State of California I was an intern for preparing legislation and reviewing it for the ballot and it was horrible. There was something about Mano Lakes and preserving the Mano Lakes on a bill that was titled something totally different. It might have been Proposition 13, Eliminated Taxes Increased in California on homes but that is how bizarre it has been here in New Mexico as well. So I think people should understand that what we ask for and even though it might go to the legislature to either body it doesn't really mean that we will support it if they throw in a wrench and they think that and it is usually people who are opposing it and that is why the good stuff doesn't pass, the good stuff that we propose but I think I just want to share that with the public here about how that works. It is really intense, and I recommend if any of you have time to go up there go and get roller skates and be prepared to get really skinny as you get through all the people there.

Mayor Enriquez said thank you, this is a very large and broad-brush stroke at this point, but I thank staff, City Manager, and everyone because what we are trying to do,

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the end game is receiving legislative funding. That is what we are looking at. Getting projects done in Las Cruces and getting the subject matter experts, directors, and their staff to help us compile that list of what needs to be done and what we could use. We are aiming small, we hope to miss small and get some end game results some funding. So thank you for all the work that you put in and I know it is difficult because it is a moving target and it changes once you are up there but we will do the best and then public safety comes up you know where we will be and you know we all support Chief Story, we will be standing there by his side to make sure that we get these competency laws and mental health issues and things and McClure you mentioned something about the why and more specific. It would be great as I think Larry mentioned being at a housing meeting three weeks ago is kind of when you look at the state it is more of a catch all one size fits all for every municipality and it is very difficult. So, I know that is one of the things that Municipal League is looking at is trying to hone in on what is specific for municipalities. I hope that in the future it changes that we can be more specific with addressing the needs for Las Cruces instead of a one size fits all or catch all for this state.

Councilor Graham asked I believe Exhibit B pretty much in its entirety is on one of the slides, can we go back? So, this is pretty close and for those who are, and I know not everyone is working with a laptop if you are looking at the packet the resolution as it is written this would appear on page 129, or 129 of 381, depending on what format you are looking at. So, this pretty much is the entirety of Exhibit B, so these are the things specifically mentioned. The only one that is affordable housing, animal welfare, paid family medical leave, sustainability, IPRA, public safety, and the only one that is kind of specific or you specified is that we are pretty much spear heading it. I just want that on the level because even during the meeting I have gotten some emails mentioning that public safety does not appear in the exhibits, and I am not saying that I am happy with the vagueness of the exhibit this is what we are looking at.

Tim Jenkins, Member of the Public said number one, I would like to thank Becki Graham for your continued support of answering emails and supporting the Chief of Police. You have been a wonderful asset, thank you very much. My understanding was that the city council members were elected to be a voice for we the people, to represent us the citizens of Las Cruces but yet we have stood before you all year long at every city council meeting and voiced our concerns time and time again about the safety and wellbeing of our city and you refuse to listen. You say you back the blue and you support Chief Story in his efforts to make the city safer for all, but your actions say differently. You shall know them by their fruits and your fruits say you don't support Chief Story in his efforts. It seems to me that you all sit here in every city council meeting and hear our concerns but yet nothing ever seems to change. You were all at the legislative meeting a few months ago at NMSU when Chief Story spent three to four hours explaining to the legislators what we needed to make Las Cruces safer for all and we have pleaded all year with you since Officer Hernandez was murdered but somehow there is not one single one of those issues that you are willing to address in the next legislative session. How can that possibly be? On top of all that you all want small businesses to support Family Medical Leave. The small businesses here in Las Cruces are already drowning and barely able to keep their doors open. We the people are frustrated, we are angry, and we are mad. You do not support us, and you do not support the Chief of Police but yet you say you do. Something must be

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done before we lose our city. This is unacceptable in every way, shape, and form. It feels like everything we say to you all goes in one ear and out the other and nothing ever seems to change. We the people demand actions before the next legislative session.

Donna Stryker, Member of the Public said I had to change everything Becki because you educated me and thank you for that and thank you also for Councilor Bencomo and Flores for what appears you really do want the public to understand this process better and I appreciate that, thank you so much but the one thing that I don't see changing is small business. Small business is the one who collects your GRT. There are free bookkeeping services for the State of New Mexico in the city of Las Cruces. My husband and I have owned small businesses for most of our adult lives but there is something that I think is really missing except for Councilor Mattiace and I apologize if I do not know all of your personal histories, but have you ever been self-employed? Have you ever owned a small business? We do not have paid vacations, we do not have state, or company or employer paid insurance. We pay our own. We do not have a specific number of sick days. My oldest son who owns Stryker Shooting World who is very, very ill last week but he still had to go to work, he had to cut checks to the staff, he had to pay the vendors and the GRT needed to be paid. He never misses a month. You collect a check, you have your insurance, and you have no idea, the stress, the responsibility, the energy, the sleepless nights of owning and running a business much less one in Las Cruces where it is apparent that some of our policies and procedures don't support us. Paid Family Medical Leave is a huge, huge burden to a small business owner. We are struggling with insurance cost, cost of goods, broken windows, canceled insurance, theft, vandalism, and last year Better Together New Mexico fought the Paid Family Leave Act and they are going to fight it again this year and I am going to fight it again this year because unless you are a small business owner you really don't understand the burden that it puts on us. We struggle, all of us struggle. Buying groceries, paying for gas, all of us are struggling in this community. I just want to make sure that you understand from the small businesses we run America, and we run this community. Small business will continue to the best of our ability, but you have to listen to us. We need your support on this and thank you again for the education on some of the things that I did not understand about the legislature, about how you are going to support the changes that come up and I did hear that from almost every one of you.

Vic Villalobos, Member of the Public said Councilor Graham absolutely, thank you for bringing that up and I think there was a big misconception of what the council was willing to support and not support and things like that so I think that is a great example on what we see cannot always be what we get and so I think it is important that in the future that I get it, we don't know what we are getting into when we get up there but one bullet point can make a huge difference right in the perception of what we see coming in this thing. Unlike Donna I don't feel as confident about some of these things. When this all started back in the day with the officer being killed, I heard from everybody how I support Chief Story. I back him 100%, there is nothing, we talk all the time we are together on this but you what when it came push to shove and we saw the votes we saw who supported Chief Story. We saw who the true people who were listening to the people of this city. So, it is real easy for me to go I support Chief Story if this happens. I support Chief Story if it doesn't conflict with something I want to do. I

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can support Chief Story if this and that. These are rules that need to be changed and I think some of our councilors have seen that and I think if you are going to support him and you support him and you don't put a little asterisk on everything we do because that is what some of you do for the community, but wait let me put my little asterisk because it needs to fit in my agenda. I want to do the best for the businesses of this city but we are going to put a little asterisk about what we need to do about that so we will see. I go with Donna, we will see what happens when push comes to shove, and we will really see who supports not only the things with Chief Story but other things this community needs, and I have a feeling that history will repeat itself I have come to see that. Hopefully you will bravely prove me wrong. I would love for you to prove me wrong, and I would come up here and eat crow all day long. So, I hope you can do that, but I will remain optimistic.

Steve Coletti, Member of the Public said I am a resident of District 5, proud member of the Populist or like we like to call ourselves, We the People. I have also had some education today and I kind of rewrote some things so hopefully this makes sense. I am here today to address the absolutely inappropriate list of priorities this council is preparing to send to Santa Fe. This set of priorities is in no way representative of the needs of this community. It is merely a list of the pet projects of a few activist members of this body. I implore those who more reasonable mind please do not allow yourselves to be bullied by the more vocal members of this body and reject this absurd list of legislative priorities and rework the list to meet the needs of our community. One that is strategic and forceful. The Community of Hope needs to be held accountable for the current monies they have before we give them more. Animal welfare is not something that the state needs to get involved in. That is a local matter, and we do not want to be forced into another tax with the Paid Family Medical Leave. My business for one will seriously look to moving to El Paso if this passes and it is just not to avoid it because we already provide as an employee benefit short term disability which is almost identical to it but cost us about \$10 a month. Not the absurd cost it is going to cost the state when you add all the bureaucratic cost. You are risking wasting an opportunity to make real improvements in our community. Please don't miss this opportunity.

Sarah Smith, Member of the Public said I also appreciate the discussion today and I knew that the list of legislative priorities is something that you don't want to get locked into much to but at the same time if we don't stand for something we are standing for nothing and right now it is really vague. The public safety that means nothing. There is no point in even having it on there in the way it is written like that. I don't think it means anything to our community in terms of what we really need and those of us who have been talking to our legislators for years about these issues and basically being ignored. What we are hoping is that you guys will talk to them because they don't listen to us. I don't know why but they won't. Senator Cervantes holds the key to the kingdom in the Senate Judiciary Committee and he won't let these bills move but maybe he will listen to you if you tell him we urgently need this will you at least let your committee hear it. We know that across the city we are seeing signs that more needs to be done to stop the crime. Businesses and homes are being vandalized, windows are being broken, people's property is being taken, vehicles are being stolen, homeless people are camping out at businesses and homes, approaching people and asking people for money, scaring children, threatening people, leaving

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trash and feces all around, drugged out people are wandering the streets, harassing people, leaving dangerous needles lying around where children can find them, my kids are witnessing drug deals happening in the downtown mall in the middle of the day, they are witnessing people on the bus here on Fentanyl, they are witnessing people doing all sorts of things that my kids should not be witnessing in the middle of the day in Las Cruces. People are being harmed while trying to live peacefully and responsibly such as Rosa Ortega who was brutally attacked by a homeless person in broad daylight while trying to walk to the grocery store and of course you know about the tragic end of Officer Jonah Hernandez. You have the opportunity to send a powerful message to our legislators that we don't have. We don't have that opportunity, but you do because they might listen to you. Your voices mean a lot more than ours do. So please consider adding some of these specific items even if you then have to talk to them later and say we don't like the way this legislation is going. We want the competency different. Great talk to them about it. Tell them what needs to be different but if we don't put anything real on paper here this means nothing. The other thing is the Family Medical Leave which people have already talked about. I don't know how much you guys know about it. The fiscal impact report from last year's version of this bill showed that this was going to result in a tax increase \$1.35 billion from 2026 to 2029, billion. We cannot afford this. The businesses can't afford it. It is going to take money out of every single employees' pocket in this state as well as the businesses. It is going to be the largest tax increase in the state's history. For you to come up here and say you support it on behalf of Las Cruces makes no sense. Please do not do that. Please take that off of your list.

Rico Gonzalez, Member of the Public said I work with El Paso Electric, but I am not here for El Paso Electric today. I just wanted to make sure that I gave a little a plug and this may not be exactly the appropriate time but a plug for the Chamber of Commerce and the City of Las Cruces has Las Cruces Days in Santa Fe during the legislative session that goes from February 1 to 3. We would love to see all of you there and the public as well. If you have any interest, just go to Las Cruces Chamber of Commerce website and you can see that there and then lastly a shameless plug for Larry Horan. You guys have a great guy here and you should be really happy to have him watching your backs.

Leticia Sanchez-Freeman, Member of the Public said I am a concerned citizen, and I am also captain of my neighborhood watch and I am one of the leaders of a group of Las Cruces neighborhood watches. I don't understand how your list of crime related legislative policy priorities simply state "public safety statutes" in Exhibit B. You have over half a page right here, you have half a page over to give public safety statutes its own bullets and specifically list some of the legislative priorities that Chief Story has brought forward. Legislation to address competency restoration for violent felonies and repeat offenders, pre-trial detention, bail reform for violent crimes and repeat offenses while awaiting trial, juvenile justice reform to reduce juvenile repeat offenders, instituting a minimum mandatory sentence for felons in possession, allowing law enforcement to be a petitioner for assisted outpatient treatment. Why not list them? It would only take a few lines and exactly 52 words of what I just read to you, and you would still have room on this page. Why not make it known to the state legislators what your city, our city, what this state needs instead of waiting to see what bills are passed or introduced. How is simply listing it as a public safety statute being

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proactive? How is that being a leader in serving and advocating for this community? Yet the Community of Hope has a whole page and Exhibit C all to themselves. I understand that they do their own legislative lobbying, and you are including it in this resolution as a matter of being a good neighbor, which is great but yet you won't even include any details from your own Police Chief in this resolution. I don't understand. The Chair of the Senate Judiciary Committee and Vice Chair of the Courts Correction and Justice Committee, Senator Cervantes basically stated, hey at least we are not as bad as Albuquerque, right? How can you be satisfied with that answer? Why are you not fighting harder for legislative priorities. Councilor Bencomo, you stated that Exhibit B is not strategic or powerful. Then let's make it strategic and powerful, why not? So, I ask you to vote to amend this resolution and make it clear to our legislators what your citizens and Police Department want from you.

Sharon Sorenson, Member of the Public said I tend to believe what is written as opposed to what is said so sorry I have to rewrite this as I go. I have a list of at least 18 repeat violent offenders on my list here. I am not going to name them all, but I do see that competency restoration and bail reform violent felonies, especially for repeat offenders is not one of the top priorities. In fact, it is not even on the list. Violent individuals should not be allowed back in the street before their trial and there should be mandatory pre-trial detention in place. With the increase of illicit drug use in our community, why is it not a priority to allow law enforcement to petition for individuals to participate in outpatient drug treatment. This would provide real help and real drug treatment instead of a safe place to use illegal drugs. Basically, I am in support of not agreeing with the Paid Family Medical Leave Act. It would just cause more small businesses in Las Cruces to close down and that of course would reduce the tax base of Las Cruces.

Fred Huff, Member of the Public said in looking at this list of legislative priorities presented here today and being voted on I had to ask myself, who came up with these? Is it some out of town staff that has never driven around Las Cruces and seeing the homeless encampments lining the sidewalks or all of the boarded-up windows that have been broken during break ins and just out right vandalism or the burned-out buildings that were set on fire by the homeless trespassers smoking the Fentanyl. These are not the priorities that I have heard brought before you by citizens and business owners during this year. What I have heard that is stop the crime. Stop the catch and release by requiring bail reform so that these criminals are at least kept locked up longer than it takes the officers to fill out their paperwork than the arrest. The competency issue for catch and release is nothing but an excuse for lawlessness. If they are truly incompetent in committing crimes, they need to be placed in a situation where they can be helped or at least where they are no longer harming themselves or society through assisted outpatient treatment or other effective means. Now let's look at your specific priorities, affordable housing. If this was a business friendly city with less crime and lower taxes there would be more business and more opportunities for jobs and then people could afford housing. My big question is why is the city involved in real estate and the housing market? In my opinion it is not the governments job in using my tax dollars. Animal welfare, give us a break. I see more feral humans blocking the sidewalks, trespassing in the city parks with their encampments, damaging and destroying properties then I see other feral animals. Paid Family Medical Leave, yes this is a great idea. Let's do more to destroy small

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businesses in our state. Thanks to the tyrannical Covid mandates by our Governor the last few years New Mexico has already lost 60% of the small mom and pop businesses, let's do our best to destroy the rest of them with Paid Family Medical Leave. Great idea to create more joblessness and homelessness. Sustainability, I have no idea what this is. However, in my opinion a city with high crime and low job opportunity sounds unsustainable to me. So much for campaign promises of making Las Cruces a safe city with opportunities for employment and growth. Job well done for not representing the interest and needs of the citizens of Las Cruces.

Dan Parrot, Member of the Public said I am addressing each of you today to formally address my concerns regarding Resolution 25-068 in request that it not be approved for not including all of Chief Story's request for funding and support of Las Cruces Police Department to address the city issues for the 2025 legislative session in Santa Fe. It is also imperative to address the question in which the responsibility when it comes to providing low-cost housing. Why should the city and its residents shoulder this burden while the majority of citizens are already managing their mortgage, their payments, insurance, taxes, and other essential expenses. This situation raises significant concern about fairness and sustainability. Furthermore, I strongly opposed to the Paid Family Leave section of the resolution. Small business owners who are already navigating challenging economic conditions cannot afford the additional financial burdens that this mandate would impose. The added bureaucracy could potentially drive many of these businesses into closure resulting in the vacant properties, job losses for their employees and an overall detriment to our community and its economy. I emailed a summary of the above items to each of the councilors and the Mayor. I would ask you that you read it carefully if you haven't already and reconsider the implications of this resolution and its effect on our city's small businesses and residences. It is my recommendation that Resolution 25-068 not be approved as written based on the above considerations. Thank you for attention to this critical matter and stated reasoning.

Lisa Parrot, Member of the Public said I am a resident of District 6, and I am active in CCIA as you can tell and also Businesses for a Safer Las Cruces. I have two questions by with your actions today will show your intent. At this point I hope I am wrong. Why do you feel it is necessary to force New Mexico businesses, the bulk of which small family-owned businesses into losing so much money that they will not be able to keep their doors open, their lights on, and employ many of New Mexico's families. Do you feel you can run their businesses better than they can? If these same New Mexico businesses somehow manage to survive the Paid Family Leave Act which as Sarah said will be the largest single tax hike in the history of our state why then do you want to have a second go at shuttering them doing nothing meaningful or specific with regard to competency laws, bail reform and police officer recruitment which will give Chief Story and his department the tools necessary to maintain law and order so that your residents, your constituents can once again feel safe to venture out into the streets of Las Cruces. I can only surmise if Resolution 25-068 passes today that you will not stop until each and every resident of this city and state is standing in a bread line but with no jobs, no economy, no tax base, who will buy the bread. Please vote no on Resolution 25-068 as it is written today. If Chief Story's initiatives are not included how will anything productive happen?

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Jennifer Kreie, Member of the Public said I support the resolution. It is a list of items that we want to support and promote at the legislature. I am here really to say what you already know, there are a hand full of us wearing purple today to show our support for the library and I can't think of anything, I am telling you what you already know, and I believe you support. I don't think there is any other service in this city that has such a widespread impact on our community.

Ann Sanchez, Member of the Public said I am with Mesilla Valley Community of Hope. I would just like to thank you all for your careful consideration of the needs of our community. We appreciate you very much.

Linda St. Clair, Member of Public said I am the President of the Friends of the Thomas Branigan Memorial Library, and I am here specifically to thank you for the support that you have shown for Las Cruces public libraries by approving the master plan in October and committing preliminary funding from the TIDD for the initial design phase. You have demonstrated your commitment to a long-term vision for strengthening and expanding services that the library provides to the Las Cruces community and we deeply appreciate your support for that vision. Today by including funding of \$5.6 million for design and construction cost related to the renovation and expansion of Branigan Library in the city's legislative capital outlay priorities. You have taken another critical step in making that vision a reality. We know that there are many competing projects seeking funding and we thank you for prioritizing the library in that process. Going forward we hope that you will continue to build on this initial momentum and will work to find effective and efficient ways to fund the remaining cost to fulfil a vision of the Las Cruces Library's master plan. Strong libraries do really make strong communities, and we thank you for investing in our library and for strengthening the Las Cruces community that way.

Lucas Herndon, Member of the Public said I am a resident in District 2, and I am also here because I am deeply concerned by some of the things listed on our priorities. I very much support affordable housing, animal welfare, paid family medical leave, and sustainability but it may surprise you that I too am worried about public safety. It is a major concern of mine because we live in the most dangerous state in the country. If you pay attention to who kills people here and that is cops. This is the most dangerous state that you can live in when it comes to cops murdering citizens and so when I see things like public safety, and I hear people say that it is too vague. I actually agree because according to the city budget 44%, the largest single amount on the pie graph goes to "public safety" and I am curious how much of that goes to the \$20 million that the city just agreed to pay out to the family of Teresa Gomez who was murdered by cops or the \$6.5 million that was awarded to Aaron Valenzuela's family who was murdered by cops or the \$2.7 million awarded to Emilia Baca's family who was murdered by cops or even just for fun the \$225,000 awarded to the cop who murdered Aaron Valenzuela after the city violated his agreement with the Cop Union. So, yea, lets maybe dial in a little bit by what we mean by public safety because to me as a member of the public I am not worried about any of this stuff that people are talking about. I am worried about what I see on paper. I am worried about what I see in international journals including the Independent reporting last Wednesday, \$20 million settlement highlights nation leading police violence problem in New Mexico. From that article, while police prosecutions are rare in New Mexico and everywhere

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else in America officer involved shootings are not. For years New Mexico has been one of the places with the highest per capita rate of police shooting people in 2024, the state had been the single most deadliest place in the country for fatal police shootings according the Mapping Police Violence Data Base. The violence disproportionately came down to people of color with black people 3.4 more times more likely to get killed by police than white people and Hispanic 1.5 times more likely according to that data base. What do we mean by public safety? Who are we giving money to? Why are we giving people money who are here killing us? Every year and then we have to pay them out. Somebody explain it?

Councilor Becky Corran moved, seconded by Councilor Johana Bencomo, to Approve Resolution No. 25-068.

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

7.2 RESOLUTION NO. 25-069: A RESOLUTION APPROVING A PRECOMMITMENT OF CITY FUNDING FOR A FEDERAL LOW-INCOME HOUSING TAX CREDIT PROJECT FOR AN AFFORDABLE MULTI-FAMILY HOUSING DEVELOPMENT, SUBJECT TO AWARD OF SAID TAX CREDITS BY THE NEW MEXICO MORTGAGE FINANCE AUTHORITY AS PART OF THEIR 2024/2025 4% LOW-INCOME HOUSING TAX CREDIT PROCESS.

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

Councilor Bencomo asked can you just talk a little bit more about really what this means in terms of are these projects in turn in competition with each other? Have we done a resolution for Paseos Verdes for this yet?

Natalie Green said we have not brought a resolution for Paseos Verdes or Royal Crossing. We would ask for some direction if that is something the council would like to see. We did adopt Paseos Verdes as part of the legislative priorities so I am fairly confident that we can cover the \$1.3 million through that process. We would have to identify funding sources for the 4% and the 9%. The 4% the residences is not competing with Paseos Verdes or Royal Crossing in the application process but obviously it is competing here locally for city resources and then so the 9% will compete against each other and the rest of the applications at the state level. So, it is very likely that only one of those would be successful in the application process. So, the 9% I would anticipate one will knock the other out. Unless we are really lucky in which Las Cruces is very competitive which we are, and it is possible that all of them could be funded but we would really defer to council is direction on what projects to fund and how you want to fund them.

Councilor Bencomo said that is super unfortunate that we are kind of fighting for this little, tiny piece of the pie. It is a tiny piece of the pie and that is really unfortunate

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because they are so important. Can you talk about why Paseos Verdes by the committee was marked as a number one priority?

Natalie Green said Paseos Verdes has been an ongoing project. You will see a full presentation on that later in today's council meeting. It is in the MRA area. It is located as part of the El Paso MRA and so staff has been working on that for quite a bit of time. It is a redevelopment project so it would replace some older public housing and it would upsize that total development. So, it is currently 38 units, and it would redevelop to tentatively 200 units, give or take a couple and then it would work well with the redevelopment efforts that are occurring with the Boys and Girls Club. Some of the work we are doing at Valley View Park, Lift Up Las Cruces and then FYI also has some adjacent properties that they are looking to develop in conjunction with this.

Councilor Bencomo said Paseos Verdes truly is an incredible opportunity for our community, especially for it being in the infill and MRA. So, I don't necessarily know how this works Natalie, but I would like to see staff take steps towards bringing that to council. I hope my colleagues agree given the highly competitive nature of these types of applications. I would love to make sure this gets in there and then Royal Crossing, you said that is a private venture? That is private application? And not one and two are sort of public?

Natalie Green said they are all public/private partnerships. Royal Crossing is an application with Tierra Del Sol and Enrichment Communities. That is also intended to be a two-phase project. Council may remember that as part of the Apodaca Blueprint we adopted some priorities for affordable housing in that overall development. That one is located just north of Apodaca Park, adjacent to Three Crosses Hospital and some of the other development and they initially looked at a senior application but currently family is scoring more competitively so it will likely lean towards families. Especially given the adjacency to the park, grocery stores, banks, and those other things.

Councilor Bencomo said I would love to have staff bring that Paseos Verdes next as well.

Councilor Corran said I also just want to add. Thank you for clarifying the 4% and 9% so that they are really separate kind of things and said pies but we like burgers here actually in this housing conversation and so in this case the 4% burger I think is really interesting to see the way that it sort of breaks down. So, these are the same developers who are doing Peachtree who were the first 4% project, I think? These are the same folks, slightly different area but I would kind of like to hear from them just because investing in this area is really part of a vision and I really appreciate your work bringing this up as 4% and I understand that there is kind of a time related sort of issue with the 4% qualification and so I think that is why it jumped in this priority list to predate Paseos Verdes before we have that conversation. If it is okay if I misstated anything Natalie, please tell me right now.

Natalie Green said our first 4% project was just to complicate the picture was Thomas Development Company, Pedrina but Thomas Development Group is helping with both

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Peachtree Phase One and Peachtree Phase Two and I will let them speak to the deadline and the basis boost if they want to but this area is a difficult to develop census tract and so it has that designation and then it is set to expire and so once that goes away it sort of changes the amount of tax credit equity that you can get for the hamburger.

Councilor Corran asked December 31st, right is when it is set to expire?

Thomas Andrews, Thomas Development Group said I have been actively developing multifamily in the Las Cruces/Dona Ana County area for over 20 years. Metro Verde is in a census tract that is identified by Housing and Urban Development as a diffculted development area and that is a calculation of construction cost, income limits and they come out once a year to identify these census tracts that qualify in this DDA and then that travels over to the Internal Revenue Service which has pretty much put the Federal Low Income Housing Tax Credit Program into play over 30 years ago and with the tax credits that allows us to attract private equity investment into these projects which lowers the amount of debt that the project carries which brings the rent down. And what is significant about the Metro Verde zip code is for 2024 it has remained to be in a DDA, but it falls out in 2025, and we just heard about this in late September, early October. So, we are kind scrambling, and we are scrambling because the significance is if we get an application into MFA for the residents by the end of the year that DDA qualification stands for phase one which gives us a 30% boost in tax credits which I hope my kind of simple calculation kind of explains. That 30% in tax credits brings another \$3+ million into our sources for the project without that 30% tax boost our project becomes not feasible and the other significance of getting an application before the end of this year is the IRS has a clause that allows us to grandfather in a subsequent phase of the same project which is directly adjacent to the first project. So, we can come back a year from now and also get that 30% boost and we would also have the benefit of that extra \$3 million in our development budget. So that is the significance of where we are today in kind of a short thumb sketch of what a DDA and 30% boost is. We are very excited about the location of the project. Metro Verde is an excellent area for this type of 55+ community. We think we have an outstanding development team we have carried over from the Peachtree project.

Councilor Corran said I just want to thank you again for you commitment and I know you being in Las Cruces every time I see you I feel really grateful that you are here investing with us and thank you Natalie for the work that this represents because I know that it is easier to make hamburger out of hamburger meat than it is to make it out of this crazy public funding.

Thomas Andrews said one other tidbit and that is the competitive versus the noncompetitive, I have developed twenty plus 9% projects in New Mexico and it is very competitive. It is usually 3 to 1. They can get 16 and 19, 20 applications and will pick five or six. We have chosen to go to the 4% round because it is noncompetitive. We have already met with New Mexico MFA. They know we are coming with this, and we know there is room to support this project in 2024 and beyond and 2025 and beyond and we just feel we can put more units on the ground quicker with pretty much

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the compare of subsidy per unit.

Councilor Flores asked do you own the property in that area?

Thomas Andrews said the owner of Metro Verde is Sierra Norte Development. We have an option on the nine-acre site at this point and that is typical of these kind of transactions. We option the property until we have all of our financing put together and then we would purchase the property at construction start.

Beth Bardwell, Member of the Public said I truly appreciate the city’s commitment and ongoing commitment to affordable housing. It is tremendous and I really appreciate your hard work to make that happen. The city council created an advisory affordable housing committee to advise council on how best to fill the city’s affordable housing gap whether by serving different populations, work for senior multi family or multiple areas within the city looking at parity of investment across the districts. I understand the committee has met recently to consider this project and at least two other projects and rank them and I appreciate that the council considered as you are considering the commitment of these funds that you consider those rankings and any other relevant housing data available to you. I am here today to ask that the city also consider making a pre-commitment of funds to those two other additional projects. Those two other affordable housing development projects by Tierra Del Sol and Mesilla Valley Housing Authority. That would serve workforce housing and multifamily populations benefiting El Paseo Corridor and Royal Crossing neighborhoods near Apodaca. Both of these projects, Paseos Verdes and Royal Crossing are competing for that 9% federal tax credit and a city pre-commitment of funds is needed to make them competitive and if the city doesn’t provide matching funds to them, they will not be competitive in the statewide application for those tax credits. I believe the deadline for making a pre-commitment for those projects is January 21st so there is an opportunity for the city to address that in a separate resolution.

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to Approve Resolution No. 25-069.

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

7.3 RESOLUTION NO. 25-070: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY’S ADOPTED FY2025 BUDGET AND THE FY2025 CAPITAL IMPROVEMENTS PROGRAM.

Joe Padilla, Budget Analyst gave the overhead presentation.

Cynthia Campo, CIP Analyst continued the overhead presentation.

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to Approve Resolution No. 25-070.

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

7.4 COUNCIL BILL NO. 25-016; ORDINANCE NO. 3087: AN ORDINANCE AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND CH INDUSTRIAL ACQUISITIONS, LLC FOR THE SALE OF APPROXIMATELY 22.40 ACRES OF MUNICIPALLY OWNED LAND WITHIN THE LAS CRUCES INNOVATION AND INDUSTRIAL PARK FOR THE PURCHASE PRICE OF SEVEN HUNDRED NINETY-FIVE THOUSAND TWO HUNDRED DOLLARS (\$795,200) IN ACCORDANCE WITH PROVISIONS OF LCMC 1997, SECTION 2-1312.

Sara Gonzales, Economic Development Project Manager gave the overhead presentation.

Councilor Flores asked where exactly is the location?

Sara Gonzales said the location is within the Industrial Park. It is going to be on the south side so if you were to come down and travel through the Loves area or you can actually access it through Robert Larson which would be your frontage road. This is going to be Crawford, and you could access it through the south side, or you can actually come off of Robert Larson and access it through here. So, it is all going to be on the south side within our industrial manufacturing zones.

Councilor Flores asked have you done a projection as to how many jobs it would develop or how many jobs it would create?

Sara Gonzales said I would defer to the purchasers. They are currently working to see if they can go ahead and bring in tenants and see if they can go ahead and be able to provide you additional information and based on the actual development of jobs within this kind of land use.

Davin Lopez, President and CEO of Mesilla Valley Economic Development Alliance and of course I am here to show our support for this project. A couple of things I want to mention is number one is what this company will bring to the area is first of all we have non-revenue generating land over there. The new tax base that would be created from an investment like this, \$60 million in phase one and potentially \$60 million in phase two. Talk about significant construction and GRT coming back to the city of Las Cruces and also long-term property tax when none is being received today. Most importantly I think many of you know we have been trying to attract cold storage to the region for quite a while now. Reasons why is number one, because it is critical infrastructure to support our agricultural community but also creates phases for food processing value added Ag to grow with it because we are now able to store

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commodities in this area. It is part of a growing change in terms of food security across the US and given our position on the US/Mexico Border we know that there is demand for not only our existing agricultural base but a lot of the produce and commodity that are coming across the border right now to the US consumers so we hope you will find support for this project as well when we successfully bring this company to Las Cruces.

Councilor Johana Bencomo moved, seconded by Councilor Becki Graham, to Approve Ordinance No. 3087.

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

7.5 COUNCIL BILL NO. 25-017; ORDINANCE NO. 3088: AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF A CITY-OWNED VACANT PARCEL KNOWN AS PARCEL NUMBER 4-007-135-366-477 (AKA 905 S CAMPO ST.), TO MESILLA VALLEY PUBLIC HOUSING AUTHORITY FOR THE DEVELOPMENT OF AFFORDABLE HOUSING AS AUTHORIZED UNDER THE STATE OF NEW MEXICO'S AFFORDABLE HOUSING ACT (THE ACT) NMSA 1978 CHAPTER 104, IN CONJUNCTION WITH THE CITY'S AFFORDABLE HOUSING GENERAL OVERSIGHT ORDINANCE.

Isaac Holguin, Housing Development Specialist gave the overhead presentation.

Councilor Johana Bencomo moved, seconded by Councilor Becky Corran, to Approve Ordinance No. 3088.

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

8. BOARD APPOINTMENTS

8.1 JOHN NORMAN

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to appoint John Norman to the Historic Preservation Commission.

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

None.

10.2 COUNCILOR GRAHAM

On Friday, day after Thanksgiving Las Cruces Utilities had a really busy day with a water main break. So, there are already out in force, Las Cruces Fire Department well done on structure fire at Solano and Kansas. Amazing work but you turned all of our water super brown from your use of the fire hydrant which you are forgiven because that is your purpose in life. Back to you Utilities, despite water main break and other madness really great service in getting someone out which is essentially a city holiday to flush out the hydrant and allowing me to wash light colored clothes later in the day. Just to say with humor but great appreciation, thank you, LCFD, thank you Las Cruces Utilities.

10.3 COUNCILOR CORRAN

I also want to give a brief shoutout to Fire and PD dealing with an oil spill that happened last week, also by Graham's house. There were a lot of holiday shoppers and people rushing around and panicked and you all did an extraordinarily good job of both addressing the issue in the short term and then clearing it but also directing traffic and I just want to thank everyone who sprung into that action which honestly, I didn't have oil spill on things I have to worry about on council. So, thank you for your prompt and really great follow up on that and helping on a major, major thoroughfare on a big day where people were traveling around and being a little bit crazy driving, it was extraordinary so thank you.

I have one update related to the Animal Services Center. We have learned that the Animal Services Center Executive Director will be getting another job and so we will be initiating conversations about interim appointments and the search and all of those things. Next Friday morning we will have public meetings and those will be announced shortly but to tell folks that is on our radar and in progress. You will be hearing soon about more details coming up but I do think I want to take a minute to thank Director Thacker for all the work that he has done if we don't have another chance. I think we will at least at the next ASCMV meeting but really for moving the ASCMV into a new era of work with community, thinking about our animal populations in a different way so I just really want to thank Director Thacker and let the public know that we are working on a plan and there will be ample public input as that conversation goes on.

10.4 COUNCILOR FLORES

Thank you, Councilor Corran, for sharing that information, I wish Clint happy trails. I enjoyed working with him, being on the board for about 7 years and I just wish him well.

We just celebrated Thanksgiving, and we think about all the things we are thankful for and in spite of people coming up here and criticizing everything probably from the color of our clothes to the color of our eyes, I mean everything. It makes it sound as if the city of Las Cruces is not anything but the place for the downtrodden and frankly with all due respect to those who have come to say that I think, therefore the grace of God go I. I just don't see any solution to people, I just don't see any benefit in people coming up and hearing the same thing over and over and over and the economic conditions haven't changed. The population hasn't changed except for people who are looking for maybe a warmer place to be and I just want to make that comment, and we should be happy and do whatever we can, happy for what we have and do whatever we can to help those who have not.

10.5 COUNCILOR BENCOMO

I just want to quickly apologize for being late. I was at NMSU where the Latin American Programs were hosting their Latinx graduation for Latino students. There was about 40 students who received their stoles and they invited me to be their keynote and I was very honored to be with my community today and had given the keynote speech and part of what I said there today was that it is really weird to ask to do keynote speech when sometimes I feel like I just graduated like last year. I got my bachelor's fourteen years ago and my master's ten years ago, what do you mean keynote? I was just very honored to be with students and families and it just serves as a really good reminder that a lot of the students there today and their families are also constituents and their families also live in our districts and they also live in our city and what happens here for one hour at public comment isn't end all be all there many other people in our community watching and listening and paying attention. I was very honored and excited to be with them during this celebration which is why I was late.

I do want to note that the Oversight Committee is officially starting this week. We have our first meeting this Wednesday, I will be there as Mayor's appointee, and I think Councilor Mattiace will be there as well. Of course, we are non-voting members but that is this Wednesday.

I did want to speak a little bit about the either/or thinking that often we hear today but especially hear in general but especially today. You know there is a lot of limitation to either/or thinking, right? Either you are for Chief Story, or you are against Chief Story. Either if you support animal welfare then you don't support public safety. If everything isn't on the list it must not matter, right? This either/or thinking has a lot of limitations and I want to push, gently challenge us as leaders not bully, just gently challenge us as leaders of this city not fall into that trap. I know that I have, right? I know that I have fallen into that before, if you support shopping cart ban then you must not support homeless programs. I have fallen into that trap as well and so either/or thinking has a lot of limitations and as leaders I think it is important that it is not something that we fall into especially as we head into something as important as the legislative session where we are fighting again for a little bit of a piece of the pie to bring to our communities.

Lastly I have never used a point of privilege but I want to just in a personal matter that I have this platform and my grandfather was laid to rest on Sunday and I just wanted

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to say his name here today because I am sure that when he was a bracero many years ago he would have never imagined having a granddaughter in this position, his name is Raul Figueroa Armenta and I just wanted to memorialize that here today and to take a little bit of privilege to do so.

10.6 MAYOR ENRIQUEZ

I just want to say thank you to all of the staff for all that they do day in and day out. Last Monday, Casa de Peregrinos was handing out turkeys right before Thanksgiving and I just want to say thank you to all the city departments that were there volunteering. We had Public Works, Housing, Police Department, I forget who else, but they were all there and I appreciate them and all the city employees for all that you do and of course Police and Fire, Public Safety but I just want to let the public know it is not just about the responders when we talk about public safety. We are talking about streets, our roads, our sidewalks, our lighting, our drinking water, our animals, everything that involves our community, our public safe spaces. We want to make Las Cruces safe and that's what public safety is all about and when we talk about public safety that is the main thing it is not just about Police and Fire as responders but in general that is what we are working towards. Those are our legislative priorities. Those are the things that we are going to seek our next budget retreat on is how do we make Las Cruces safe as a community and we will continue to work on that.

11. CITY MANAGER REPORT

11.1 IKANI TAUMOEPEAU

Internal Audit, Oversight Committee is reconvening their meetings and will resume this Wednesday, December 4th. A reoccurring Oversight Committee meeting has been scheduled for the first Wednesday of each month beginning with this December and moving forward.

Regarding Quality of Life announcements, we have Frost Fair will take place on Saturday, December 14th from 10 a.m. to 10 p.m. at the Thomas Branigan Memorial Library. This is an interactive experience with multiple organizations highlighting activities from libraries, museums, partnered organizations. There will also be signups for the winter reading program.

Additionally, Holiday at the Depot will take place at the Railroad Museum on Friday, December 13th from 5 p.m. to 8 p.m. It will be decked out in lights for a special holiday celebration in a historic building.

For Parks & Rec, the annual tree lighting event, come one come all. Will be held Saturday, December 7th from 6 p.m. to 8 p.m. at the Downtown Plaza. There will be music, photo opportunities, refreshments, giveaways, and much, much more. The tree will be lit at officially 7 p.m. and we will have a special speech by Mayor Enriquez there as well. The Park & Rec Department, Keep Las Cruces Beautiful program, KLCB will hold a Neighborhood Dumpster Day from 8 a.m. to noon on this Saturday, December 7th. KLCB will provide open top trash containers for the community to dump yard waste, household trash, and other permittable items for free. Open top container locations will be held at three spots, Tony Gomez Park on Espina Street,

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Henry Benavidez Community Center on McClure Road, and last but not least Las Cruces Skate Park on Walnut Street.

12. ADJOURNMENT

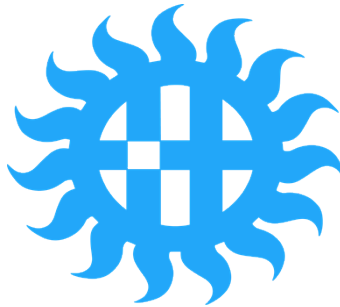
12.1

Councilor Johana Bencomo moved, seconded by Councilor Becki Graham, To Adjourn at 3:59 p.m.

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

Mayor

City Clerk



MINUTES

Work Session

Monday, December 9, 2024 @ 1:00 PM

City Council Chambers, City Hall

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

ABSENT: Councilor William Mattiace

1. JOBS OF THE WEEK

1.1

Sarah Raney, New Mexico Workforce Connection presented Jobs of the Week.

2. PETS OF THE WEEK

2.1

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

3. AGENDA ITEM

**3.1 REALIZE LAS CRUCES PHASES 3: FINAL REVIEW AND REFINEMENT
PROGRESS**

Sara Gonzales, Economic Development Project Manager introduced the topic.

Dawn Warrick, Freese & Nichols gave the overhead presentation.

Sara Gonzales continued the overhead presentation.

Dawn Warrick continued the presentation.

Judy Berryman, Member of the Public said I am the current Chair of the Historic Preservation Commission. I will share my 10 minutes with other members of the commission that may want to make an additional change. As Chair it is important to

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recognize the work that has gone into the current draft of Realize Las Cruces, particularly the changes made to Chapter 2, which is now Chapter 35. In terms of historic preservation in many cases Chapter 5 is a stronger document. Items such as historic resources don't need to be in a district to be protected. The city is now liable for demolishing historic structures without due process and the topic of deconstruction has been added. The revised document also reflects the need to add two additional existing historic districts into the Legacy Zoning. As noted in Realize Las Cruces historic preservation is an important component within the document. Much of the material found in Chapter 35 which is now originated from Chapter 40, the value of this document is clearly demonstrated with a transfer of the definitions, duties, procedures into Realize Las Cruces. However, work still needs to be done to reflect the original intent of the historic preservation ordinance. These two changes to the draft that are critical to operationalize the intent of Realize Las Cruces and securing the place for historic preservation in the future of our city. To meet these goals stated in Section 2-1 and I am asking the following two changes to be made. One, that HPC be retained as a commission not a committee and two the position of Historic Preservation Specialist be spelled out and be reinserted within the document. So, the retention of the term Historic Preservation Commission or Committee, why is that important? We have been told that we need to align the term commission or committee with the Muni City Code of Ordinance, and I want to go through that very briefly. So, the Municode city ordinance Article IV Division 3, Subdivision 16, was adopted February 5th, Division 3 defines nonstandard boards, Section 16 title is Historic Preservation Committee. Now if we assume this is an error then it is an error, but it is sort of immaterial at the moment. The further Sections 576 use the terms commissions throughout the document. However, within the Municode, if you go into the supplemental history, it clearly states that Council Bill 20-011; Ordinance 2903. It states to add a new nonstandard board, the Historic Preservation Commission. This change was adopted in December 2, 2019 by both Planning and Zoning and by the city council by unanimous decision. So, what does this mean? The discussion of committee versus commission is really immaterial unless the council is planning on changing Municode the administrative code it stands as HPC is a commission. I am not going to go into the duties of the commission because I believe we all agree as to what that is. I would also like to point out that the City of Las Cruces has become the tenth city of New Mexico to gain CLG status. In brief CLG is an acronym for Certified Local Government is a unit of local government that has been certified to become a participating partner in national historic preservations. To be eligible to apply community must make historic preservation ordinance which the city has into it clearly states establish a local preservation commission, which it has. To close this argument there really is no basis for us to be discussing committee or commission. HPC is a commission. The second item which we would like is to reinsert the term Historic Preservation Specialist in the current Realize Las Cruces. The term Historic Preservation Specialist has been replaced with the term Community Director or a designee appointed by the Community Director. I would suggest the wording be changed to if we cannot use the word Historic Preservation Specialist, I would change it to say the Community Director, a designee or a consultant that meets both state and federal guidelines so that would meet the needs of the CLG and that would meet the needs of what is established under the Municode. The Historic Specialist must meet qualifications under state and national preservation laws. The position of HPC is not a generalist that can be appointed as needed. It requires one with specialized training

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and experience. If this position is important enough to be hired and filled it should clearly be listed in the glossary and within the document outlining job responsibilities. So, in conclusion at this time, we are requesting two items. Reinstate the term commission in Realize Las Cruces, two reinstate the position of Historic Preservation Specialist rather than a general appointee. I would also suggest that the definitions referring to historic preservation that are currently in the glossary be put back into Chapter 35 so that it makes the document easier to read.

Dr. Jerry Wallace, Member of the Public said I am the Director of the Public History Program at NMSU. I really appreciate all the comments that Dr. Berryman just stated about the future of historic preservation and that is what I would like a couple of minutes to kind of talk about. The two things that sort of outline my brief talk here is thinking about collaboration and stakeholders in the future of historic preservation in the city of Las Cruces. We are the second largest city in the state, and I would just like to see moving forward the ability to expand our historic preservation portfolio. We have a number of communities within our city that are worthy of nomination. This year alone the Bellamah Districts, both the original is 72 years old and then the Loma Heights is 64 years old. Those alone could add to our historic preservation portfolio. One thing that I would love to do is collaborate with the city. I don't think we talk about collaboration enough and I feel that one way that we could collaborate with the city both the Historic Preservation Commission but also where we can get a lot of community buy in in our city would be to create a Historic Preservation Plan and the plan I think would be something that would have a five year plan that would have 1 and 3 year markers in which we could have this sort of common ground between the city, a lot of different community members whether they are neighborhoods or districts in addition to that with the Historic Preservation Commission. I think that community plan or that Historic Preservation Plan could really build a strong relationship and a future for historic preservation within our city. I would love to see within 10 to 15 years us get up to the status of Albuquerque. I am always very envious when I go up there. I go up there several times a month to do research and I am just so jealous of how well organized they are with historic preservation, and I think that we could easily do that if we had a Historic Preservation Plan.

Faith Hutson, Member of the Public said I also want to echo what Dr. Berryman has said. I want to speak about the HPC remaining a commission. It is not a power trip, it's not ego, it is about following the letter of the law. Ordinance 2903, Sections 2-582 to 587, which was adopted on December 2, 2019, added a new nonstandard board, Historic Preservation Commission. Ordinance 2938, Council Bill No. 1-005, adopted August 17, 2020, as amended transferred the duties of South Mesquite Design Review Board to Historic Preservation Commission. Under the current version of the Municipal Code, which is October 14, 2024, of what is posted on the website. It is also in the hyperlink that is posted in Chapter 2 of Realize Las Cruces. Only in the title is HPC is it referred to as a committee in the rest of the ordinance the word used is commission. So having said that the language clearly states that HPC is a commission and unless council will be voting to amend the administration portion of the chapter in the language of Realize Las Cruces they must follow the current ordinance and the HPC must remain a commission.

Dr. Paul Deason, Member of the Public said simply as a Certified Local Government

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with a commission and a Historic Preservation Specialist there is a great deal of money available for historic preservation, cultural preservation from the federal and the state.

John Moscato, Member of the Public said I am here because the Homebuilders Group asked me to speak about a couple of items. Fortunately, there are not very many items that which we have problems at all with the document. We look forward to council's adoption early next year but there are a couple I would like to speak about and there might be members that want to mention one or two more. The first item is simply a process item. As Sara mentioned the set up in Realize is that there is a use designation which is zoning and a character designation whether it is either rural, suburban or urban. Our understanding is either to amend or to change zoning and character it would require a two-step process. You would have to go through a zoning application and then because of the character change you would need to amend Elevate Las Cruces because of the place type established there. What we would recommend is that somehow the document established a single step process so that staff's time, council's time, and developer time would not be taken up with a lengthier two step process. Mostly I would like to talk about Section 5.5, which is parks. Couple of items before I get to the main event. In 5-5C there is a calculation for how to come up with the amount of park land to be dedicated. We really don't have a problem with that calculation because when you run the calculation if you had say a 100 lot development you would need park land needing to be dedicated that is less than $\frac{3}{4}$ of an acre. You would have to get up to at least a little over four hundred lots to require the three-acre dedication. However, later in the document there is reference to a three-acre minimum. What that is going to do is actually decrease the number of parks being developed in this city and there is a very simple reason for that because if you had say 20 acres that you are developing and you have a three acre minimum you are going to be required to dedicate 15% of your total land mass for a park. Well no developer is going to want to do that. The net result is they are going to do the fee in lieu which means the city will get funding, but it won't get parks. So, there would be fewer parks not more parks so why not just stick with the calculation in 5.5C which establishes the calculation for park area dedication. Why include on top of that a three-acre minimum that would actually decrease the number of parks being developed in the city. Another somewhat procedural issue that is mentioned that the dedication would be required to take place before recording of the plat before the city signs the plat for the plat to be recorded. Well, the plat recording is how the dedication takes place so to say that the dedication has to take place before the city signs the plat which would lead to the recording means that you're really putting the cart before the horse. You need to have the plat recorded for the dedication to take place, but the bigger issue is really what we don't know and what we don't know is what the total impact of the exclusion of reimbursing to the developer for the cost of parks what that will do to the overall cost of housing. The reason why Planning and Zoning Commission recommended that the Section 5-5 be paused until after establishment of the new Park Impact Fee is just because we don't know what the impact is going to be. The last time the Parks and Recreation Department's consultant recommended an increase in Park Impact Fees, a little over five years ago it was a doubling of the Park Impact Fee. If that happens again and if council would adopt that increase that's going to be over a \$5,000 increase in the Park Impact Fee on top of that the developers cost of construction would be passed on to the home builder which would be passed on to

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the home buyer which would result in another \$2,000 to \$3,000 charge to the home buyer. So, the home buyer would be paying through that charge to the home builder that would be paying over \$5,000 Park Impact Fee. They would be paying over \$2,000 or \$3,000 in the cost of construction of the park that is no longer being reimbursed. So, you are looking at a total of \$7,000 or \$8,000. If you had a smaller townhome, say \$150,000 to \$180,000 townhome that is going to result in a 5% to 6% increase in the price of those homes and those are the lowest priced homes for both of the populations who couldn't afford a more expensive home. So why is that being done now in advance of the Park Impact Fee being set, I can't really answer that other than to think that maybe it is easier to push this through now not knowing what the impact is. I would recommend to you that you really should know what the total impact fee is going to be on the cost of housing which you don't know, I don't know, nobody knows because the Park Impact Fee hasn't been set for next year yet. I also wonder why all of a sudden there is a need for this extra funding where the developers are no longer being reimbursed for the cost of parks. For the last 10 to 12 years the company I have been associated with has built and given to the city of about 15 parks. Probably more than the city has ever seen developed in that length of time. During that time the Park Impact Fee total available collected in the fund has gone from 2019 to now from \$4 million to over \$7 million. So, if there is that much money consistently in the Park Impact Fee in the fund be spent why all of a sudden, well we are told that there is a need because we need that funding for community and regional parks. But I think all of us know that community and regional parks have never been funded through Park Impact Fees. There is never going to be enough Park Impact Fee money just from unless you raise it from \$10,000 to \$20,000 per lot which I don't think you would want to do. There is never going to be that much money. There are other sources of funding for community and regional parks. To put it on the burden on home buyers and that is really where the burden is, is not really on the developer, it's not on the builder, it's on the homebuyer to put that burden on the home buyer for community and regional parks which are citywide amenities and place that specifically as a burden on these new residents in neighborhoods doesn't seem to me to be a fair way to approach it. Especially when you look at the overall impact which we don't know what it is going to be but it could be \$7,000, it could be \$8,000 nobody knows so why not put a pause on the adoption, just of 5-5. Sara mentioned there is going to be an 8-month review. By the time that 8-month review comes around you will have set the new Park Impact Fee, you know what the impact will be. I don't think there is any detrimental harm to the city in waiting another 8 months especially since the system that has been in place for the last 10 to 15 years has worked very well anyway so why rush into it. Why not take your time, come at it with eyes wide open later next year and just deal with 5-5 at that point.

McKenzie, Member of the Public said I am here to speak about the RV Parking Code that a full-size RV parked over one ton parking in the front yard on the property not the street but on the property. So right now RV parking is allowed but when we are trying to partially use it for business, for example set up what I did partially set it up in the Farmer's Market as a display even though it is only 3% of the time that I am using it and 97% of the time I am still using it as a regular RV and then I cannot use it. I would have to move it to a commercial parking lot. That is what I am facing right now. So that is how it can be interpreted, and I just think that is something that needs to be changed because New Mexico State has changed the Cottage Food Act for small

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business to have a better business environment to succeed. Normally when people are trying to start up you would just be using part of it. For example in the same part of the code it says there is 25% for home occupation business, you can use 25% of the house which it doesn't address on that part of vehicle over one ton parking on the property so the proportionality doctrine says the purpose of a regulation must aim to achieve legitimate public interest, necessity, the regulations should impose more restriction than necessary to achieve its purpose. The balance and regulation benefits must outweigh the burden if imposed on individuals which right now this is kind of a burden on us when trying to start a small business with is just only three persons which is insane.

Jo Ruprecht, Member of the Public said I am a long-term resident. I want to speak just very quickly about some of the history of historic preservation efforts in Las Cruces and this is why I think you have heard a number of us making various pointed arguments and deeply felt arguments to keep historic preservation as a commission and historically because it originates out of an Ad Hoc committee that worked for years to get to the point of getting something approved or put forward for city council and to get to a point where you actually have a commission and to go backward now to a committee is a slap in the face and it disregards a lot of the work that has gone into getting this point. The other thing is that I don't, and I think some of you are aware that the commission has been laboring under a number of difficulties is these start up years. This is a commission that has only been up and running for about four years and it has been on uncharted territory and it has gotten very mixed messages at times from city staff some of who are no longer with the city about what the commission can do, what the commissioners can do, what the purpose is and the current Chair Judy Berryman and the current commissioners, I've seen them get this sorted out and they deserve to be able to keep that status. Maybe what you could do is put in a review clause so that the status of this committee question rather than commission is reviewed after a certain number of years. I think for almost anybody that you could talk to on the street commission is seen as a more permanent body with a stronger standing and with a quasi-legal status that you have to pay attention to what the recommendations are.

Lisa Parrot, Member of the Public said I am a resident of District 6, and I have in my hand a duly recorded Warranty Deed, Joint Tenants dated October 30, 1997, proving that Dan and I own our residence. This deed incorporated in reference protective covenants filed September 11, 1989 by the owners what is known today as High Range which I also have. These protective covenants which are "binding upon the respective grantees, their successors, and assigns" state in part. "The purpose of these covenants is to ensure the use of the property for attractive residents for purposes only to prevent nuisances, to secure each site owner the full benefit and enjoyment of his property." "All lots described above are hereby declared to be residential lots and no lot shall be used for other than residential purposes. There shall not be allowed on any lot any structure which allows more than one family to reside therein." "No building shall exceed two stories in height." "No noxious or offensive activity shall be carried on upon on any lot nor shall anything be done therein which may be or may become an annoyance or nuisance to the neighborhood." Will all due respect it is my opinion that while as elected officials of we the people we do have the authority establish codes and ordinances which affect our

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real property, you cannot however create and/or pass any code or ordinance that has the power to supersede, or usurp the protected covenants that were filed for the purposes of protecting our property. For purposes of discussion only if the council did have the authority to totally disregard the residents' protective covenants and proceed.

George Pearson, Member of the Public said I am Vice President of VeloCruces, the bicyclist and pedestrian advocacy organization. I am here to ask that bicycle parking be required for certain existing properties and not just for new property. People won't use bicycles if there isn't a secure location to lock their bicycles at their destinations. Commuter bicyclists would stop at stores on their way home. Some bicyclists have no other way of transportation choice, so this is an equity issue. Why is this direction from city council reflected an ordinance needed? We can speak to local business owners and often convince them to install bike parking. However, when we speak to corporate businesses the response is that is decided by corporate, and I can't do anything. Council can step in and tell the Walmart and Albertson that don't have bike parking to add bike parking. You have shown that you can tell the corporations what to do with your shopping cart ordinance for example. The consultants presented a slide to P&Z that would require specific requirements for big box style properties. This is the type of requirement, so it doesn't have to apply to every business but to the ones that are really needed. Adding bike parking needs to be one of those requirements. I have eight pages of signatures on a petition asking for bike parking. Please include bike parking requirement in the final adoption in Realize Las Cruces which would fit under the 5-2. N.5.ai and another letter to require for existing properties of certain size and I would like to submit the petition to the clerk.

Jim Wilcox, Member of the Public said I am part of the Bicycle Pedestrian Advisory Committee, but I am not speaking on that behalf, I am the bicycle representative. I want to expand on what Mr. Pearson just said pointing out that many people do not have access to cars because they are too expensive for their budget or because they have lost their license or because they have a mental condition, and it precludes them from being able to get a license. So, this is an equity issue for people who want to that have to use a bicycle don't have adequate parking and if that bike is stolen that is their only means of transportation they are out of luck. Now you might think I can understand that. That is certainly important but consider this when I park my car and yes, I do drive a car, and I use a bike but when I park my car in parking lot and go to say Albertsons and I go inside when I buy something the cost of that parking lot is included in the cost of the food. Those parking lots aren't free. They pay taxes on them. They have to maintain them. So, when I go in and use my car, I am paying a little bit to maintain that parking lot but somebody riding their bike, who has to ride their bike goes in, pays for a product, pays for part of that parking lot and gets nothing in return. That is just not an equity issue, that is not fair and so we need to require these vendors and businesses, start out with the ones like supermarkets where a lot of people are going and we expect over a certain amount of time, we have time to maybe save up maybe \$1,000 to install bike parking or give them a year or two but require it. Require it for equity and require it for fairness.

Donald Wilson, Member of the Public said I am the current President of VeloCruces and I just want to reiterate our request for the city council to consider the adoption of

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bike parking requirements in the Realize Las Cruces upgrade. I have lived in this city since I was four years old. Ridden a bicycle since I could go to elementary school and then middle school and Jr. High, that is what it was called back then, in High School, the university, and I ride a bicycle now often and I run into this problem that they have talked about. Which I get to a business and there is no place for me to lock up my bicycle. I go to my bank, I have to lock it at a flagpole that is out in the parking lot. So, I would just like this to be something city council considers. This is the time to do it as you upgrade the Realize Las Cruces. The equity issues that Jim talked about are real. I work with the community bike shop, and we have a lot of customers that come in that bicycles are their only form of transportation. I want them to be engaged and be part of our community, be able to access businesses, business opportunities, and bike parking is a simple thing that the city can advocate for so that individuals all have access to our business community.

Kent Thurston, Member of the Public said I am a home builder, land developer and also I sit on the Planning and Zoning Commission, there is a couple of things that when I was on the commission that caused me to reflect and figure out is this being done right so I am not necessarily for or against what I am going to say as of right now. It is more of I think it needs to be actually discussed a little bit further but there were things that weren't totally clear to me, and it really has to do with just the fundamental changes with the parks side of things. So here is a couple of fundamental things that I thought were some key points that I wanted to point out. Number one, neighborhood parks are no longer reimbursed. Number two there is also a creation of the new park fund outside of the Park Impact Fees. How is that going to be established and controlled? Number three the park fees study wasn't complete. Without it being completed we don't have the full data to really make a decision as to which way to go. Those were some of them, I am going to run out of time but also, I will just have to email you guys my sheet of what I really had. I had all my parts are red noted and there was a whole bunch of things in there. I think there is a lot of good things in there that will be a shift of what we need but then it really does come back to the last point I want to talk about is just the affordability of the houses. There has to be a way that we have some give and a take that we are getting better parks for the city but then also being mindful of how do we do that to not affect the housing market prices to increase. We understand that parks are good for us, it creates all of the other health benefits for us but also not being able to own a home also can create other detriments to us. Those are some points that I would want you to just focus in on.

Nick Chignaly, Member of the Public said I am a student at NMSU. This is just regarding the housing code. There is an endless amount of data that indicates that housing is a primary social determinant of mental and physical health. Housing security is correlated to everything from clinical depression to low birth weight. By allowing higher density housing we are providing an opportunity for the diverse lifestyles of Las Cruces. These multi-unit residences and accessory dwellings help provide Gen Z and millennials with opportunities to save money as they enter the workforce. It allows service workers to live closer to their place of employment and seniors and Veterans with fixed incomes to have appropriate accommodations. These accessory dwellings also provide opportunities for supplemental income as well as a culturally responsive way for multi-Gen families to stay together. I think it is worth noting that the recent literature review indicated that the provisional housing reduces

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Medicaid usage by 12%. The use of a primary care physician rose 20% while emergency room visits decreased by 18%. The actual offset cost of housing has mixed data, but one study indicated that secure housing offset healthcare cost by \$29,000 per person annually. So, housing security saves money.

Jody Crawley, Member of the Public said I am with the Las Cruces Chapter of the AARP. I don't know how many of you are aware, but AARP was founded when Ethel Percy Andrus found a schoolteacher living in a chicken coop. So, housing has been close to our hearts ever since. The two issues I wanted to commend that people are considering is walkability and the ability to create ADU. Both of these have a lot to do with allowing us seniors to age in place which leads to better health outcomes and better income. ADU's allow multi-generational families to create this space which is accessible and safe for our seniors and middle-aged moving into assisted living and of course walkability is important for keeping people active and involved.

Ruth Jarre, Member of the Public said I am an affordable housing advocate and spent my career in Washington DC advocating at the federal level for affordable housing and community development programs. First I want to thank the staff and the Technical Advisory Committee and the consultants for their efforts to modernize our development code. I am sure it is not an easy task of trying to develop a code that will meet our many needs over the next twenty years or so, but we are here and I am asking you to support the draft of Realize Las Cruces that is before you now. In particular I support Realize Las Cruces because it allows developers to build a variety of styles and types of housing that are integrated across the city's zoning districts. This would lead to more diverse neighborhoods throughout the city which will accommodate the various incomes of our residents, and they type of homes in which they choose to live. I believe Realize Las Cruces allows us to continue growing in a way that is envisioned by Elevate Las Cruces. I sincerely encourage you to support the current draft.

Beth Bardwell, Member of the Public said I am here today on behalf of the League of Women Voters of Southern New Mexico to speak in support of the proposed changes to the land development code including the design standards and the zoning districts that are set forth in the October 15th draft. I believe that these proposed changes are an important piece in your collective work of addressing the housing shortage and lack of affordable housing here in Las Cruces. These proposed changes will make it easier to increase housing options and promote a variety of housing styles and types for rent and for purchase such as accessory dwelling units, duplexes, triplexes, fourplexes, and apartments that are integrated within the community. This means all households including but not limited to seniors, first time home buyers and working families will be able to find less expensive housing within city limits close to their work increasing their household incomes to pay for other necessary expenses that allow them to thrive such as health care, education, food, and clothing. So, I want to thank you and staff for supporting the proposed changes.

Liz Rodriguez-Johnson, Member of the Public said when I was a teenager, we moved to Las Cruces from the lower Rio Grande Valley in Texas because it was getting too difficult for my dad to get a job so we had to move to Las Cruces and with no money

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our only option was to move in with my uncle. It was my uncle and my aunt and twelve kids, that was 14 people. We were 8 kids and 2 adults and that was 24 people in total. We moved into a three-bedroom, one bath, my guess was about 1,200 square foot home. Very small house and I don't know how long we lived there but it was a matter of months and to describe the logistical and emotional issues involved with something like that would do it no justice but I did have the opportunity to attend New Mexico State and spent the bulk of my DOD career in the Washington DC area and my husband and my family decided to move back to Las Cruces to retire here. One of my goals is to give back as much to this community as it gave me. So, to that end the proposed changes in Realize Las Cruces land development code will make it easier to increase housing options and promote a variety of housing styles and types for rent and purchase that integrated in the community benefit families like mine.

John Holtsman, Member of the Public said I am the Chair of the State Council of New Mexico Dark Sky International. I am a local resident, and I wanted to provide some additional information on what staff mentioned about outdoor lighting in Realize Las Cruces. Dark skies is an incredible resource we have in Las Cruces and in New Mexico in help to attract people here. Unfortunately, we are gradually continuing to lose them. Fortunately, it has been recognized at the implementation of responsible lighting can preserve our dark sky heritage and its benefits for human health, ecology, environment, cost and energy savings while at the same time actually improving safety and security. It is just simply using as much light that is needed and putting it where it is needed and using light of an appropriate color. I commend city staff for incorporating many principles of responsible lighting in Realize Las Cruces. However there have been some recent developments that have indicated the need for some improvement. About a month ago my parent organization Dark Sky International released some new model template ordinances and also announced a program by which ordinances can be certified as dark sky recognized and it would be super cool of Las Cruces could be the first one. I passed on the draft ordinance to Dark Sky International and their consultants identified a number of areas at which the ordinance could be improved and indicated the changes that would be needed to achieve certification. Making all these changes right now is probably a little too much to ask given how far along we are in the process as staff indicated. Hopefully the council will come back and revisit this in a larger picture in the upcoming months and I encourage you to recommend that. In the meantime, I think there are two I think small but really highly impactful changes in the current version of Realize that could be made to improve things. One, refine the definition of what is meant by shielded lighting to incorporate the most modern definition and two, to restrict the color of new lighting across all lighting zones. Right now in Realize it is just across a couple of lighting zones. So, I have communicated details to staff, and I would like to request that the council direct them to consider these.

Greg Churnov, Member of the Public said I am a resident of Las Cruces and I moved here 9 years ago and I have witnessed a lot. I don't have much compassion for developers. They build minimal products and land development is substandard. Housing per your own inspectors other than the national building code, everything else is minimal, it's deplorable. This city I came through in 1995. It was a great little village then it was exceptional. I was impressed. The questions I pose with the zoning change that you are thinking about, would you want a dispensary next to your house?

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Would you want a tea shop? Would you want another coffee shop? Would you want a gas station? Because it is possible. There are issues here that need to come into play. Apartments are not necessarily affordable housing. I worked in the affordable housing market for 38 years in other states. You know development, let's bring Corporate America back to Las Cruces. Macy's pulled out. Let's bring Panera. Let's bring Carabas. Let's bring civilization and expansion in the right way. Section 5C, in parks, I think it is the responsibility of the developers to offer green areas and parks. I think it is their responsibility to finish lots all the way to the streets where rock walls butt up to. They should finish the lots. They have a responsibility to the residents that they market their products to regardless of cost. They pass the cost on to the buyer anyway, what difference does it make? I have deed restrictions and covenants should take precedence over anything else. I bought a house, and I don't want a gas station next door to me.

Councilor Graham asked first tremendous thanks to staff, to if you were on the TAC could you raise your hand? Truly appreciate the work that everyone has put into this and just even the small sample of comments today show how many stakeholders and sentiments and industries and feelings we are trying to juggle and so what an incredible process this is and thank everyone who has been involved. As I have said before my priorities coming into this recognizes that creating flexibility in zoning codes to allow for greater housing density, greater housing types, mixed use neighborhoods is one of the few things that a local government can actually do in the face of larger state, regional, federal pressures and I am so happy to see that we are moving in this direction. I have said this before that I love my neighborhood in a C2. So, I am in a C2 mixed zone commercial, have great neighbors, can walk to Si Senior Express so I don't have to sit in the drive thru line so I can even get a little walkability in for my burritos and recognizing the fact that not all neighborhoods look alike. Not all neighborhoods have to be alike, and all neighborhoods are equally valuable to the people who call them home. So, I just wanted to say that, and now to and again I don't know if I should get this far into the weeds, but can I ask questions about two slides? Actually, just one slide, 34 please. I am going to turn towards DC. To the first bullet, travel lane shall not be wider than 11 feet across all streets across sections. I want to make sure all fire apparatus can respond safely, efficiently, and not just be in the lane but open their doors and I think that we need something a little wider and I know you are not Mark Dubbin or Chief Smith, would you like to say who you are?

Sean Heck, Deputy Fire Chief said right now the average width of a fire truck is 8 to 10 feet depending on the apparatus and you are right. At 11 feet that doesn't really give us much room to open doors, and it also more importantly doesn't give room for vehicles to move out of our way so that we can go by them safely and effectively and quickly as most people would want if we are responding. So, I think we are not a fan of the 11 foot at all. We would like to see it 12/13. I know the buses have the same issue as us but I know we are also going in a neighborhood that the buses don't go and we need to be able to get to those areas.

Councilor Graham said so if that could be considered, I know that we are balancing a lot of different wants and needs here and then the second is actually the second bullet point. So having been in a neighborhood where it was proposed that we were going to get rid of parking on one side of the street, I know that is often contentious for people

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who have had that opportunity or that luxury for long term. I just have some personal input from a neighborhood where that happened, and we did end up retaining to side street parking on both sides of the street. The question I know Chief Story had to step away but my other idea is on the enforcement of making that an ordinance I feel that would be pretty onerous for those who would have to be going out and ticketing folks who were parked or I don't know what that would look like but I would want that considered if we were going to put this in and it can also again lead to a lot of fines and potential repercussions for folks who have been used to having that parking available.

Councilor McClure said the bike parking I would like to see, mandatory bike parking. I think what this document becomes is an example of what our values are and if we do want to move toward that what would that look like for our city. Part of this is making it equitable in ways for businesses as well. For example, Fiesta Foods, we chain up to the front there. I would love to see some bike parking there and I know that there would be use for that but conversely on Madrid there is a little itty bitty grocery store, we bike there and kind of hope for the best. We tie our bikes together. So, what would that look like for that complex versus a larger grocery store to be able to offer that to customers. Consider that as parts of routes. Very fundamentally in terms of transit so that would be my commentary for that. Going back to values. I am going to echo what Dr. Wallace said earlier in terms of historical preservation. I think that we have made some huge strides. Especially in last year to clarify what the role is of this organization. I would like to see what other councilors think. I have been going the meetings. There is a lot of passion. There is a lot of fear of losing our history. I think there is component of that but there is also a need to recognize what its role is, and I would like to have that clarified. I would like to know whether or not this council now, how it sees historic preservation because to me I just don't want loss. I also think there are opportunities. So, I think that there is opportunities for affordable housing. I spoke to Dr. Berryman at one point, and we talked about how their role will be to have these conversations like how you can fix your windows to make it historically appropriate but also to save money. So, I would like to ask a little something to my fellow councilors. What does this look like going forward? How do we envision it? Give them guidance on what they want to see for us with historical preservation. The plan is a great idea. I think we are on the way to get a new Historical Preservation Specialist. I am curious, the idea of adding that consultant in, does that echo in any other document or other section that we could do something like that, but I do want to ask other councilors. How do you see historic preservation? How can we see this as an opportunity instead of something divisive?

Sara Gonzales said we were discussing that as it were brought up with a consultant being brought on and that being defined in definition. That is something we can look at. Per the Certified Local Government, you have consultant listed on there as well. The main reason we don't like to list positions because positions can definitely be changed, modified and we don't have to do code amendments every other day when a position changes and so that is definitely something that we can consider as part of the definition of moving forward with some of the departments.

Councilor McClure said I would be in favor of something like that if that might be something we could look at, but I am going to challenge my other councilors to talk

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about historic preservation in a little bit more visionary way. We don't have to make any kind of defined statements, but I would like to hear in terms of what you feel in terms of keeping some of Las Cruces's history with us.

Councilor Flores said I am 100% behind historic preservation and I have attended the meetings, and I know some of the people in the audience. There is a lot of squeaky wheels out there but there is a lot of passion. Just a lot of passion on preservation and I know there has been with a former employee here and there was some sort of a falling out but it seems with all due respect to my fellow lovers of historic preservation you seem really upset all the time and so when you come up here or when I go to your meetings and the historic is it a commission or is it a committee and you know I just hate to see the dissonance and to have that but I feel very strongly about preserving our history and having for example would the word commission get you more money from the federal government? It would. Okay they are saying no? You are saying yes. I would just like to see your committee or organization proceed and it seems like that one word is holding you back and I don't understand that but then I am not there. But I do want to thank our planning people. It is very thorough. I think that the discussion I had with the two of you about Cambera Street, I remember asking Chief Smith about that street. It would be could maybe to go out there and see how wide it is because a friend of mine lives there and I said to her why would you buy a place here and she said it was the only one she could afford. The fire trucks they do fit in the street, but they can't open the side panels which is where all the lifesaving stuff is. So, if you could look into that maybe 11 feet isn't enough given what the Deputy Chief just reported. I would like to get past the barrier between the city and the Historic Preservation Committee. My heart does go out to you.

Councilor Corran said I just wanted to share my gratitude with everyone who has been working really diligently and collecting a lot of diverse inputs again similar to what Councilor Graham said in terms of the range of things that you all have heard and assimilated in this process. It is extraordinary and I really appreciate the feedback that you have given to us and the opportunities that we have had and the significant opportunities for folks to contribute to this and I think moving forward I do think there are some things around the edges that I believe that hearing this today we can sort of think about and sort of incorporate. I do think that we should have a big conversation about park funding and how we do that and I think that is part of the idea of the Park Impact Fee in the future and I think I look forward to that conversation as the place where a lot of those parks that have been built appear so I look forward to those evolving conversations, the dark sky conversation as well. I think we can have a robust conversation about what that means. As far as historic preservation I tend to agree Councilor McClure. I think Dr. Wallace's comments really ring true with me. I would like for us to have a really clear perspective on sort of where we are headed with historic preservation. I think there is a lot of expertise that can be tapped into. I know systematically we have been sort of thinking about some properties, a small number of properties that the city owns but sort of plan and integrate and understand history as it exists and have a strategy going forward for that. I think that would be a really meaningful role for the Historic Preservation Committee. I think that was part of the original intent of that committee and understanding the research that I have done and understanding the origin of the community and what folks have shared along the way. I would say this. I would think the point of this process is to break down barriers

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that have existed historically and I think to be frank I think the Historic Preservation Commission is advocating strongly for their role to be one of barrier and I just think that this entire process and the point of this is to break down barriers and so I would ask the Historic Preservation folks in the room to think of themselves as generative partner in these conversations more than just a functional group that overrides things. That has been one of my asks through all of Realize is that things should not be being appealed to City Council like car ports, that is not our area of expertise. There is no reason to have a city body weighing in on things that can be understood better by the experts who are most approximate to the topic and I think that is true of historic preservation as well and I think that the city can do better in the terms of understanding how we interface with that in terms of historic preservation but I also think and ask our colleagues to sort of consider how the historic preservation group can contribute to that strategy of really preserving history and understanding history and supporting that in our building so as far as your request, Councilor McClure that is where I come through on that. Again, I am really happy that probably we are going to hear about carports just as a very symbolic conversation. Our development code is outdated. You all have done extraordinary work to bring it up to a different place and to integrate an extraordinarily broad range of voices. I look forward to hearing the presentations in February and I just really appreciate the conversations that have happened so far. I hope some of the very specific things that we talked about today can be incorporated and I really appreciate the work that you all have done, and I look forward to not having to decide if someone's carport has to be torn down ever again.

Councilor Bencomo said Councilor McClure kind of called us into that question that is important. I feel like behind the conversation of committee to commission is this current of fear that is this a decision on the road to getting rid of the HPC? I feel like there is this fear and this fear comes from I think years of probably mistrust from both, honestly decades of choices that the city has made that has impacted our historic preservation pretty negatively, right? And so, there is this mistrust. I also feel like we can't codify trust building here. That really has to be up to the members of the commission, the advocates of historic preservation and to city staff and of course this governing body. There is zero desire in me to see something like HPC go away. I think their role is incredibly important. Their role is necessary. I sit on the Utilities Commission which is pretty significant and an important commission. I am very serious about who I appoint to things like the P&Z because of the kind of power that they carry and more often than not I am hearing about the ways that members of HPC have crossed the line. It happens really only with this commission/committee with this group of folks that I feel like folks, staff and others have felt disrespected and I do feel like there is an important conversation to be had together about how we continue to build trust. I think there is stuff in here that I am going to get to like some parks things that I am going to have monumental, serious, important, good implications for a long time. Commission to committee I don't necessarily place on that same category. What I think needs to happen is for a commitment from members of this advocacy group, members of this committee to come together with staff and talk about how we change culture. How we change the way we interact with each other. That needs to happen. I do also feel that naming a position here feels really odd. Are there any other staff positions that are named, specifically in Realize?

Chris Faivre. Interim Deputy Director Community Development said through Realize

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we are trying to get away from staff positions being named for the reasons that Sara mentioned before. So, we are trying to go to a Director or Director Designee when it references a specific city department. Currently there are lower-level staff positions mentioned in Municode and I know there is going to be a larger effort once Realize is adopted to go back and sort of clear those up as well. This is what we did in this attempt with just the land use code.

Councilor Bencomo said I could sit up here and say many things and if that fear is still there than that is what is going to lead the culture of this committee, and I don't want that to be the case. I think this body has expressed very clearly and not even just this body the previous bodies that historic preservation, there must be a priority on that, I can only speak for myself right and say that it is not a desire that I have is for this group of folks and the duties of this group to go away. I don't know if that is sufficient or not Councilor McClure, you have the majority of the impact in District 1 but thank you for that question. So much of how I dove into this, and I have been looking at this is through the lens of revitalization. Is through the lens of Metropolitan Redevelopment Areas. To me those are very critical zoning designations that I hope all of us are really trying to look through that lens of how do we speak of wrongs that have been committed for decades many, many years ago. Decades ago, there was a design that was made. Maybe an unconscious decision that was made about where we place our focus in the city which caused a neglect to many other areas of our city. West Picacho, El Paseo, South Solano, these areas. It didn't just happen that they became underrepresented and neglected. There was choices that were made that made them feel like this and so now I feel that with Realize we have an opportunity to correct some of those wrongs and because of that I want us to have that very clear lens of how do we approach many of these with those in mind and I think to me that means with a lot of flexibility with room for flexibility and I understand that there is this push and pull of well if we have standards and if we are always going to waive them then what do we even have them for? The reality though is for now in the meantime areas like the MRAs which I hope by the end of the next year we have many more other than two is that we are cultivating growth and ensuring that we are seeing these areas get back to what they use to be, even better. In Chapter 3, P&Z recommended a couple of things that I feel that I have some concerns with. For the example the special use permits around drive thrus which could impact many things including a brand new bank that going up on El Paseo and also the commercial parking lots. I have several of these in my district like Bite of Belgium, actually Les Combes near Mesilla, that is still in District 4, and so can you just address some of those pieces? Give some examples of the implications of this that I don't necessarily agree with.

Chris Faivre said I think the intent from P&Z was to continue to foster this idea for pedestrian friendly walkable type communities and in that context I can appreciate the desire to eliminate things that are specifically vehicle centric. I think specific to the entire urban area I think it is a very large footprint of the city that would be impacted. It would make any of those businesses within that area that currently have a drive thru or car wash or a gas station at some point they could be nonconforming if that business was to go out and a period of time lapsed before something else came back in so I think that is something for council to consider across the entire urban area so I can see how some of that could be good standards for new development. I would caution against the entire urban area although I know there are some elements of

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Elevate that do speak to moving in that direction. I will say from an economic development standpoint that that does add more time and more cost to a new business that could be potentially starting up. Now they would have to go through the special use permit process which would take them through Planning and Zoning, there is additional time, maybe they have loan to pay back so they are waiting on so there are other things to factor in when looking at the need to or the thought of putting a special use permit in place for those specific things.

Councilor Bencomo said Councilor Corran said it really beautiful about this really being catalyst for getting rid of barriers and a feel like making a bunch of these properties, these nonconforming properties actually only adds a barrier to a place where we are trying to put so much attention into so I for one would say not to have these as special use permits for drive thru, gas pumps, car washes those kinds of places in an urban place as well as the parking lots, payday loans, at risk of getting placed on a billboard again I don't particularly care how many SUP's payday loans have to go through, the other places I do feel like require perhaps instead of making them nonconforming give them some design options. Some design recommendations for how they can keep pedestrians in mind. Sara there is a couple of things that you mentioned that we should leave that to the technical manual, I feel like that is really important and at least what I would like to see as we come into February and then I think similarly with Dark Sky I do not feel well equipped to say yes put that in here right now. I think we can do a Work Session in the future. With this in particular lighting, landscaping, I also want it to be really mindful again of the flexibilities that we give businesses in the Metropolitan Redevelopment Areas. I just had a meeting with Chris and other folks from a brand-new business on West Picacho and they are trying to do so much. There were so many barriers in place for them being able to open and I feel like that is the opposite of where we want to go and so again, I just want to reiterate those pieces. I have really appreciated especially working with the home builders in this new iteration of what park development can look like. I think that while change is very scary, it's so interesting I found just earlier today an op-ed from Steve Ramirez from 2013 about the change that happened then from, I think. There was one year where it went from \$800 to \$2,600. That is major right? In Utilities we talk about this all the time. Not shocking rate payers with those kinds of increases. That is why it is important to evaluate any kind of impact fees on a more regular basis then let's say ten years for example. In 2013 the vote came to council, and they decided to keep it at \$2,600, correct? Is that sort of how the process has gone?

Sara Gonzales said at the time it was actually \$800. In 2013 it was approved to be adopted at \$2,600.

Councilor Bencomo said I am not just trying to talk about this too long because this is a different kind of conversation. I do just want to say that there is this op-ed that ten years ago talked about similar things that we are hearing today. The fear of how we talk about parks that it will create this inability for people to purchase homes and so all the fear is the same and so I would venture out to say that in the last ten years we have seen a lot of growth and plenty of growth and so what I would want to do is just encourage folks to stay at the table to have these conversations with us and I have really appreciated the boldness that staff has come to council regarding some of the park considerations and so I just wanted to lift that up and appreciate that There are

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two things from comments that I wanted to address. One, the parking, the bike parking. I also feel like that is really important. The one consideration I would say is to give flexibilities to businesses and time for that so that we are not holding up business permits if they don't have a bike rack installed, right? So, I do feel like bike parking is really important. The other piece that was brought up that I thought was interesting and I hope you can talk about is the zoning designation and the character designation about making that a single step instead of two separate steps,

Sara Gonzales said essentially it is going to be a one step process. The way that it would run is an applicant would come forward with a zone change. The zone change would then go forward to the Planning and Zoning Commission and from there it goes to city council. If Planning and Zoning makes a recommendation to adjust Elevate because they do not feel it aligns that would be the recommendation to city council. City council in turn would decide if it does align or if it does not. So, if you are looking at a bigger area that is impacted that does not maybe meet the neighborhood character and it doesn't align with Elevate then staff at that point would come back and look at Elevate and see if it is going to meet the needs of that growth or through it as a city and then make their recommendation to council. So, the zoning process is really going to be the step the comes in from the applicant or from the developer. The rest of that portion is going to be for city council to determine if is going to match with the growth pattern should be for the city. At that point we would want to go back and want to change Elevate if it does not align.

Councilor Bencomo asked so for these kind of zoning changes request it would only come to city council the one time?

Sara Gonzales said that is correct unless there is a time, so if I were to submit an application today, I am actually going to Planning and Zoning Commission. So, say if I am taking my Neighborhood 1 and going to a Neighborhood 2, the character areas are all combined within these so you are going to have Neighborhood 1 Urban, Neighborhood 1 Suburban. This is how the zoning designations will work and so it is going to tell you essentially how to get your densities. So, if I come in and I want to go from a Neighborhood 1 Urban to a Neighborhood 1 Suburban then I am going to submit a zone change. Through that process staff is going to evaluate if it is going to blend with the neighborhood, is it going to meet the intent, is the zone change appropriate? Because it would be no different than the current zone change process of identifying if the spot zoning. We wouldn't take one zone out of an entire area and say this one can be something very different. So, we are going to look at compatibility. That would then move to the Planning and Zoning Commission for recommendation to city council. So, at one time you are going through one process. The only time the process would become essentially a hold or basically a postponement would be if council determines that it does not meet Elevate. Basically, it doesn't meet our plan. Then staff would go back to evaluate how it would meet the plan or what would be maybe best options if we were to reevaluate Elevate Las Cruces because we have not done it at time. So, really it is one process for the applicant it just may have a hold once it gets council if they're discrepancies if it doesn't match the plan. If it is not what council wants to move forward but that is also to the discretion of council. If we come forward with a proposal or the applicant comes forward with a proposal and city council determines it does not require Elevate's amendment then you have the right to

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go ahead and approve, amend, or change it as you would need.

Councilor Bencomo asked again just as we talk about these things the goal is to eliminate the amount of barriers, right? That still feels very convoluted to me but again these hypotheticals are really difficult to talk about in terms like this and I know that you have been a huge proponent of that as well and that flexibility and so if you feel that is a process that is going to work then I trust that guidance as well.

Councilor Corran asked one justification that would go for both types of character and zoning thing, right from the applicant?

Sara Gonzales said it is not necessarily justification, it's just does it fit within your area. So, we wouldn't want to see necessarily if you are in a rural area going directly to an urban unless there is some kind of justification or there is some kind of plan or if there is some kind of affordability, if it comes as a part of master plan so we would be looking as a whole. We wouldn't just want to go ahead in the middle next to Organ Mountains and say that is now going to become in urban area because that characteristic is very different.

Councilor Corran said that was the follow up to what I just wanted to say. Part of the point of this is to have way fewer of those then we ever have before, right? We have a lot of inconsistent I think or historical unchanged, grandfathered in things that I feel like this most of these things are conforming with what we expect now and so it is much less likely that this would ever come into that review process where the people would need to do that. Is that like an accurate description of what the goal of Realize is?

Sara Gonzales said that is correct. A lot of our existing developments will be that way. We still expect to see new development coming in in areas that may not be zoned but that is where we get those master plans. We are going to see how it aligns and what actual development we can actually get proposed around roads. Maybe from the thoroughfare plan that have not been designed yet.

Councilor Corran said when you said when it comes to council that is when we get all nervous because we do not love an agenda full of 18 zoning changes. Not just because we don't like that but because we are ill-equipped to make those decisions, and it is better done through comprehensive zoning reform.

Councilor Bencomo said I don't even want to say that we are ill-equipped. I don't necessarily think that. I just remember that conversation we had about the carport of this woman who her husband has passed away, it just felt like it didn't need to go through this process at city. Like it didn't need to get here, right? I feel like that is like at least the point for me. I feel like maybe double-sided parking on streets could also be a traffic calming situation so it certainly is on my street and so perhaps I would say just to keep it that as well, but I know a couple of folks have already said that. Again, lastly what I want to say is really encourage all of us especially staff to really look at this through lens of MRAs as well and to really consider what it is that we are trying to get done in areas of our community that have been for far too long neglected.

Mayor Enriquez said I just want to say thank you. I don't think that we can say it enough for the gratitude. This is a code that has been outdated for years, for over 20 years. So, it is a huge task to come together and put this together. So, I just want to thank again Larry and Tim, David Sedillo, Tony Trevino from Public Works. Everybody that came together, the TAC Committee, it is a lot of work and Sara, Chris, thanks for coming in and the consultant. It is much needed and what we are looking for like the big picture. What I am looking at is general, is to talk about a code that is user friendly, that is inviting, and that is affordable and that is what we want for community. Councilor McClure, you talk about historic preservation, and you know I am all about that. That is how we become inviting. People want to come and live in Las Cruces because of our culture, because of our history, because of who we are. So, I think it is a great idea to have a plan. We need that specialist hired. Whether it is a commission or committee, what it is is a plan of collaboration and working together because that is what makes Las Cruces who we are and we need to develop around that and so I am all for having a historic plan and moving in that direction. I thought that was a great idea. Other things that I wanted to mention, the Dark Skies. I think that is something we need to dive into a little bit more. It is not just about the MRAs, but it is any existing building. It becomes a challenge to bring it up to code, so we need to look at those things and again I go back to affordable and being user friendly and so we really need to look at that for our MRAs and our existing vacant buildings that we want to be inviting so that we can attract new businesses, so we have to look at those options as well. The parks and the timing fees, I don't want to confuse zoning with fees, but it is something that we need to look at and I think Mr. Moscato brought up dedication and recording if that is something that staff would look at and make sure that we are ironing that out and two, I am with staff to look at the two step process. It might be two steps for us, it maybe one step for them but it is a lot of steps in the process and that is what we are trying to say when I get back to being user friendly and be affordable because when it is all said and done it really is a homeowner and we want to make sure we have affordable homes for people to either to move into Las Cruces to upgrade to another home and it all comes and works together. I think staff has done a great job. I think I have heard it before. Everybody has said that the new code, the plan is 95% to 98% there. Great job, I know that it is a long time coming. We just need to tweak these final things before we come up to February but I know I had some more thoughts and ideas and some things and I will pass those on to the City Manager but I thank council for all their comments and I thank the public for supporting because it is something that has been outdated and we will look to add into to help our developers and home builders. The one thing that we can do is as a city is expedite things, it's a timing issue because time is money and it helps our staff that we are not bogged down with is it this rule, is it that rule, is it this step, is it that step? So, this really helps to be more efficient and effective and it is a greater good for everyone and so thank you all for all your hard work and tweak a few things and I think we are good to go in February.

4. ADJOURNMENT

4.1

Councilor Yvonne Flores moved, seconded by Councilor Becky Corran, to Adjourn at 3:11 p.m.

Agenda Item #5.2.

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

Mayor

City Clerk



25-073

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:	Adopted: January 6, 2025		
Drafter:	Lisa Padron	Department:	Financial Services
Program:	Purchasing	Line of Business:	Procure to Pay
Title:	A RESOLUTION AMENDING THE SERVICE AGREEMENT WITH CENTER FOR TRANSPORTATION AND THE ENVIRONMENT OF ATLANTA, GEORGIA, TO AMEND THE SCOPE OF WORK AND INCREASE THE CONTRACT AMOUNT, TO A TOTAL AMOUNT NOT TO EXCEED \$501,247.02, PLUS APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-088).		

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

PURPOSE(S) OF ACTION:
To approve a contract amendment.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
On November 4, 2019, the City Council approved Resolution 20-056, authorizing Contract No. 18-19-008 with Center for Transportation and the Environment (CTE) of Atlanta, Georgia for project management for the procurement of battery electric buses and charging stations. Due to delays in putting the first five (5) battery electric buses into service while waiting for charging infrastructure, CTE was not able to complete those deliverables within the time of their original 18-19-008 contract term. These include post-deployment reports, validation testing reports, key performance indicator (KPI) reports, and a final report.

On May 6, 2024, the City Council approved Resolution 24-103 authorizing Contract No. 23-24-088 with CTE for the second round of battery electric bus purchases for a term of four (4) years in a total amount not to exceed \$385,500, plus applicable taxes.

Transit staff is requesting an authorization to amend the contract as outlined in Exhibit "A" to include the remaining \$115,747.02 and scope of work from the 18-19-008 agreement into the 23-24-088 agreement. Contract No. 23-24-088 is valid for a term of four (4) years through April 30, 2028, subject to approved budget appropriations.

SUPPORT INFORMATION:
[Exhibit "A" 23-24-088_ElectronicBusProjectManagementPhII_Amendment1](#)

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:

Agenda Item #6.1.

☐ 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 authorize the amendment to service agreement 23-24-088, to include the remaining \$115,747.02 and scope of work as outlined in Exhibit "A".
2. Vote "No", this will deny the amendment to service agreement 23-24-088, which could negatively impact City operations and continuity of services.
3. Vote to "Amend", this action could modify the Resolution based on direction by City Council to staff.
4. Vote to "Table", this action could delay the City in obtaining the required reports on the battery electric buses.

REFERENCE INFORMATION:

Resolutions 20-056 & 24-103

RESOLUTION 25-073

A RESOLUTION AMENDING THE SERVICE AGREEMENT WITH CENTER FOR TRANSPORTATION AND THE ENVIRONMENT OF ATLANTA, GEORGIA, TO AMEND THE SCOPE OF WORK AND INCREASE THE CONTRACT AMOUNT, TO A TOTAL AMOUNT NOT TO EXCEED \$501,247.02, PLUS APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-088).

The City Council is informed that:

WHEREAS, on November 4, 2019, the City Council approved Resolution 20-056, authorizing contract No. 18-19-008 with Center for Transportation and the Environment (CTE) of Atlanta, Georgia for project management for the procurement of battery electric buses and charging stations; and

WHEREAS, on May 6, 2024, the City Council approved Resolution 24-103 authorizing a contract with CTE for the second round of battery electric bus purchases for a term of four (4) years in a total amount not to exceed \$385,500, plus applicable taxes; and

WHEREAS, Transit staff is requesting authorization to amend the contract as outlined in Exhibit "A" to include the remaining \$115,747.02 and scope of work from the 18-19-008 agreement into the 23-24-088 agreement.

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

(I)

THAT the contract amount is not to exceed \$501,247.02, plus applicable taxes for Service Agreement 23-24-088 with Center for Transportation and the Environment as shown in Exhibit "A", attached hereto and made part of this Resolution, is approved.

(II)

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

DONE AND APPROVED this day of

Agenda Item #6.1.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS



CITY OF LAS CRUCES

AMENDMENT NO. 1

23-24-088 ELECTRONIC BUS PROJECT MANAGEMENT PHASE II

This amendment, made this ____ day of December, 2024 by and between the CITY OF LAS CRUCES and Center for Transportation and the Environment (CTE) of Atlanta, Georgia.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated May 20, 2024, the parties hereby agree as set forth below:

The following provisions are added:

- 1. Section 4 COMPENSATION is amended to add \$115,747.02, for a total amount not to exceed \$501,247.02, plus applicable taxes.
- 2. The Scope of Work is amended to include post-deployment reports, validation testing reports, key performance indicator (KPI) reports, and a final report for the first five (5) battery electric bus purchases, which were not completed under contract 18-19-008 due to the delay in putting those buses into service while waiting for charging infrastructure. This work will be done concurrently with the six (6) additional buses that are on order, for a total of eleven (11) buses, and covered by the amended amount above.

Subject to the modifications set forth in this amendment, the above referenced original agreement dated May 20, 2024 between the parties is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed the signatures below.

CENTER FOR TRANSPORTATION AND
THE ENVIRONMENT

CITY OF LAS CRUCES

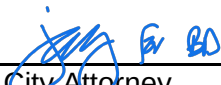
BY: _____
Name
Title

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 11/26/2024

City Attorney



25-074

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A		
1st Reading:	Adopted: January 6, 2025		
Drafter:	Virginia Barela	Department:	Financial Services
Program:	Purchasing	Line of Business:	Procure-to-Pay
Title:	A RESOLUTION TO AWARD CONTRACTS FOR FOOD AND SUPPLIES FOR THE SENIOR NUTRITION PROGRAM ON AN AS-NEEDED BASIS TO BEN E. KEITH FOODS OF ALBUQUERQUE, NEW MEXICO, DAIRY FARMERS OF AMERICA, INC. DBA PRICES CREAMERIES, AND LABATT FOOD SERVICE, BOTH OF EL PASO, TEXAS, IN AN ANNUAL NOT-TO-EXCEED AMOUNT OF \$1,000,000 PER VENDOR FOR A PERIOD OF FIVE (5) YEARS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 24-25-021).		

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

PURPOSE(S) OF ACTION:
To award contracts for food and supplies for the Senior Nutrition Program.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) Senior Nutrition Program is responsible for the preparation and distribution of affordable and nutritional meals to seniors. All meals prepared meet federal and state guidelines and provide a minimum of 1/3 the daily nutrients and calories as defined by the United States Department of Agriculture.

Approximately 95,000 congregate meals are served to seniors in a group setting at our senior centers, or other community locations. Congregate meals not only provide seniors with nutritious meals, but also an opportunity to socialize with other members of their community. Additionally, approximately 236,000 meals are delivered to home bound seniors through the Meals on Wheels programs. Homebound seniors receive a cold breakfast in addition to the prepared lunch.

Senior Nutrition programs are an invaluable service to the senior community. They improve the nutrition by providing regular access to nutritious meals, increase social connections by helping seniors meet other members of their communities and build support networks, foster independence, and improve the overall quality of life.

On October 4, 2024, the City advertised Invitation to Bid for Procurement No. 24-25-021. Three (3) bids were received from Ben E. Keith Foods of Albuquerque, New Mexico, and Dairy Farmers of America dba Price's Creameries and Labatt Food Service, both of El Paso, Texas. All bids were reviewed and evaluated. All bids were found to demonstrate their ability to meet the City's needs.

The City wishes to enter into a five (5) year Price Agreement with Ben E. Keith Foods of Albuquerque, New Mexico, and Dairy Farmers of America dba Price's Creameries and Labatt Food Service, both of El Paso,

Agenda Item #6.2.

Texas, in an annual not-to-exceed amount of \$1,000,000 per vendor, subject to approved budget appropriations.

SUPPORT INFORMATION:

[Exhibit "A" - 24-25-021 PA - BEKFoods](#)

[Exhibit "B" - 24-25-021 PA - DFA Price's](#)

[Exhibit "C" - 24-25-021 PA - Labatt](#)

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and award contract to Ben E. Keith Foods of Albuquerque, New Mexico, and Dairy Farmers of America dba Price's Creameries and Labatt Food Service, both of El Paso, Texas, in an amount not to exceed \$1,000,000, for a term of five (5) years, subject to approved budget appropriations.

2. Vote "No"; this will not approve the Resolution, and City Council will need to provide staff with alternate direction.

3. Vote to "Amend"; this could modify the Resolution based on City Council direction to staff.

4. Vote to "Table"; this could delay awarding a contract for senior nutrition, negatively impacting the health of seniors in our community.

RESOLUTION 25-074

A RESOLUTION TO AWARD CONTRACTS FOR FOOD AND SUPPLIES FOR THE SENIOR NUTRITION PROGRAM ON AN AS-NEEDED BASIS TO BEN E. KEITH FOODS OF ALBUQUERQUE, NEW MEXICO, DAIRY FARMERS OF AMERICA, INC. DBA PRICES CREAMERIES, AND LABATT FOOD SERVICE, BOTH OF EL PASO, TEXAS, IN AN ANNUAL NOT-TO-EXCEED AMOUNT OF \$1,000,000 PER VENDOR FOR A PERIOD OF FIVE (5) YEARS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 24-25-021).

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) Senior Nutrition Program is responsible for the preparation and distribution of affordable and nutritional meals to seniors; and

WHEREAS, the City provides approximately 95,000 congregate meals and 236,000 delivered meals to seniors; and

WHEREAS, senior nutrition programs provide seniors with regular access to nutritious meals, increases social connections, and foster independence, improving the overall quality of life for seniors; and

WHEREAS, the City advertised Invitation to Bid for Procurement 24-25-021 on October 4, 2024; and

WHEREAS, three (3) bids were received by Ben E. Keith Foods of Albuquerque, New Mexico, and Dairy Farmers of America dba Price's Creameries and Labatt Food Service, both of El Paso, Texas; and

WHEREAS, all bids were reviewed, evaluated, and found to demonstrate the ability to meet the City's needs.

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

(I)

THAT the Price Agreements for the senior nutrition program are hereby awarded to Ben E. Keith Foods of Albuquerque, New Mexico, and Dairy Farmers of America dba Price's Creameries and Labatt Food Service, both of El Paso, Texas, in an annual not-to-exceed amount of \$1,000,000 per vendor, subject to approved budget appropriations, as outlined in Exhibits "A" through "C", 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

PRICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of _____, 2025 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Ben E. Keith Company, of 601 Ben E. Keith Way NW, Albuquerque, New Mexico, 87121-2274, hereinafter called "CONTRACTOR".

1. PRODUCT DESCRIPTION

Provide food and supply delivery services as needed and required by the City of Las Cruces Senior Nutrition program.

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall deliver PRODUCT as bid in response to the CITY'S Invitation to Bid No 24-25-021 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

In consideration for CONTRACTOR'S satisfactory performance agreed to herein, the CITY shall compensate CONTRACTOR based upon pricing offered in CONTRACTOR'S bid response, in an amount not to exceed \$1,000,000.00 annually, plus applicable taxes. CONTRACTOR shall deliver product upon receipt of a purchase order from the CITY. The CITY cannot authorize costs to be incurred prior to such purchase order.

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

5. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of project that are required by the CITY, and it will serve the CITY, diligently and faithfully,

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

6. TERM AND SCHEDULE

This Agreement shall become effective on April 1, 2025 for a term of five (5) years through March 31, 2030. CONTRACTOR shall deliver PRODUCT in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS

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

8. CHANGES AND EXTRA SERVICES BY THE CITY

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

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

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

10. DELAYS

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

11. TERMINATION

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

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

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

12. RECORDS AND AUDITS

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

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

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

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

14. INDEPENDENT CONTRACTOR

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

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

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

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE

Insurance is not required under the terms of this Agreement.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses,

damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

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

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

20. BREACH

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

21. DISPUTE RESOLUTION

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

22. NOTIFICATION

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

TO CITY: City of Las Cruces
 PO Box 20000
 Las Cruces, NM 88004
 ATTENTION: Roger Bishop

With Copies to: Purchasing Manager

TO CONTRACTOR: Ben E. Keith Company
 601 Ben E. Keith Way NW
 Albuquerque, NM 87121-2274
 ATTENTION: Bill Focke

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.

BEN E. KEITH COMPANY

CITY OF LAS CRUCES

BY: _____

Name:

Title:

Date

BY: _____

Alicia Hernandez

Purchasing Manager

Date

APPROVED AS TO FORM

 11/26/2024

City Attorney

EXHIBIT A

I. Purchase Standards

A. Food purchased by the City's Senior Nutrition program shall meet or exceed the purchasing specifications for each of the items listed below. Minimum food specifications are as follows:

1. Beef and Veal: United States Department of Agriculture (USDA) Choice, except for meat used in extended dishes which may be USDA standard.
2. Pork and Lamb: USDA Grade A (#1)
3. Poultry: USDA Grade A
4. Eggs: USDA Grade A Large and SHALL BE PASTEURIZED
5. Dairy Products: USDA Grade A
6. Frozen Foods: USDA Grade A Fancy
7. Canned Foods: USDA Grade A; FRUITS PACKED IN LIGHT SYRUP
8. Cheeses: Cheddars, Swiss and Monterey Jack shall be All Natural, Non-Processed
9. Ground Beef: USDA Standard or Better – Ground Beef and Beef Patties shall be 85% ALL BEEF, and FAT content shall not exceed 15%
10. Veal and Pork Steaks: Solid meat portions, not pre-formed from chopped or ground meat, and unless otherwise specified, NOT BREADED
11. Hot Dogs/Frankfurters: All Beef, maximum 5 per pound, Turkey Franks may be specified as an alternate at times to satisfy health and dietary requirements.
12. Processed Lunch Meats: such as salami shall be a quality ALL BEEF or BEEF/PORK, or a TURKEY product as specified.

B. All meat cuts shall be in accordance with the USDA institutional Meat Purchase specifications. The indicated grades are intended as minimum standards only and may be exceeded when possible. All other food stuffs not included in the above categories shall be of comparable quality.

C. Purchase of food, supplies, and any equipment shall meet requirements of USDA, Food and Drug Administration (FDA), and the National Sanitation Foundation (NSF). In the absence of grade labeling, the vendor shall provide the City with package labels or industry accepted grade equivalent standards to verify that the minimum grades specified are being provided.

D. All produce shall comply in all respects to standards and regulations established by federal and/or New Mexico state laws, including Federal Food, Drug, and Cosmetic Act and subsequent decision of the U.S. Department of Agriculture.

E. Staple Foods, also known as Dry Groceries, consist of non-perishable,

shelf foods such as canned goods (fruits, vegetables, meats, soups), bakery items, beverages, cereals, cookies, crackers, gelatins, grains, juices, nuts, pasta, pickles, relishes, preserves, salad dressings, non-refrigerated dairy, condiments, sauces, baking supplies, spices, cooking oils, shortening, sugar, syrups, tomato products, etc. All staple food shall comply in all respects to standards and regulations established by federal and/or New Mexico state laws, including Federal Food, Drug and Cosmetic Act and subsequent decision of the U.S. Department of Agriculture.

II. Scope of Work

A. Orders and Deliveries:

1. The CONTRACTOR shall designate a coordinator as a local single point of contact (SPOC), as well as a backup, that will be accessible during normal working hours to handle and assist in and all inquiries regarding delivery status, order add-ons, billing, product availability, contract pricing, contract compliance requirements, and problem solving.
2. The SPOC agrees to work with the City's Kitchen Supervisor or designee on account setup for orders, building an order guide and forecasting, routing and delivery, training for their specific web applications, assistance when placing order.
3. Deliveries at all locations must be made on the same day between 6:00 AM and 8:00 AM with no exceptions. The successful bidder(s) must make center deliveries using the schedule given. In the event the delivery days falls on a scheduled holiday closure for the City, the vendor will complete the delivery the next business day.
4. Each invoice must be presented in duplicate with the driver's understanding that the order must be checked in thoroughly and deemed complete and acceptable by city staff before signing the invoice.
5. Any deliveries of unsatisfactory product as determined by city personnel will be refused.
6. All temperature-controlled safety foods must be delivered in refrigerated trucks. To meet EID regulations trucks must remain running during delivery to sites to ensure product stays at temperature.
7. Any product outages or shorts shall be communicated to the Kitchen Supervisor or designee within one (1) business day after the order is placed with the vendor.
8. Delivery Locations
The City's three (3) production kitchens are located within a two-mile radius of each other. Each of the kitchens require a separate delivery based on weekly food order and supply order placed by the Kitchen Supervisor or designee. Typically, the food orders will be placed one week prior to when the product is needed to allow time to plan as needed for outages and substitutions.
 - a. Munson Senior Center – 975 South Mesquite Street, Las Cruces, NM 88001

- b. Eastside Community Center – 310 North Tornillo Street, Las Cruces, NM 88001
- c. Henry Benavidez Community Center – 1045 McClure Road, Las Cruces, NM 88001

III. Pricing & Invoicing

- A. Discounts are to be applied to the retail value of products.
- B. CONTRACTOR shall provide product catalogs (preferably e-catalogs with on-line access) to identify purchased goods and verify prices of such goods.
- C. The City reserves the right to conduct an audit at any time during the term of this Agreement to assure that pricing is in compliance with the submitted price list.
- D. Separate invoices shall be rendered for each and every complete delivery.
- E. Supply and food items shall be rendered on separate invoices, per grant requirements.
- F. Separate invoices may be required for food items purchased, which are an American produced product, per federal grant reporting requirements.
- G. Detailed invoicing is to be submitted at time of delivery, in duplicate, and shall include:
 - 1. Purchase Order number
 - 2. Item number
 - 3. Item description
 - 4. Quantity
 - 5. Retail price
 - 6. Discounted price
 - 7. Extended cost

EXHIBIT B



CITY OF LAS CRUCES

INVITATION TO BID

TITLE	BID #	DUE DATE/TIME
Senior Nutrition Program	23-24-021	November 5, 2024 / 2:00 PM

Bid Submitted by: Ben & Keith Foods
(Company)

BIDDING CONDITIONS

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

- 1) Bidders are advised that all bids are subject to the legal requirements as provided for in the City of Las Cruces (City) Procurement Code, Chapter 24 Las Cruces Municipal Code (LCMC), 1998 available on the City's website:
https://www.municode.com/library/nm/las_cruces/codes/code_of_ordinances?nodeId=PTIIMUCO_CH24PRCO
 - a) Preference will be given to bidders residing within New Mexico and/or Las Cruces, NM, in accordance with §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, and Section 24-100, LCMC, 1998, of the City Procurement Code.
 - b) Whenever bid specifications are for supplies or materials consisting of recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall receive a 5% preference pursuant to §13-1-21, NMSA, 1978.
 - c) The application of multiple preferences shall be limited to ten percent (10%).
 - d) Whenever federal funds that are subject to the U.S. OMB "Common Rule" and involved in the purchase of goods/services by the City, the preferences stated within this section are not applicable.
 - e) DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF DURING THE BID PROCESS (from Public Notice through Award), OTHER THAN PURCHASING SECTION STAFF, WILL RENDER THE BID NON-COMPLIANT AND UNACCEPTABLE FOR AWARD.
 - f) Bidder agrees to comply with all City, State and Federal rules and regulations.
 - g) Bidder is responsible for complying with criminal laws prohibiting bribes, gratuities and kickbacks.
- 2) Bids must:
 - a) be submitted typed or in ink on **UNALTERED City bid forms** for bid to be considered.
 - b) be complete with required information.
 - c) be signed by an authorized representative.
 - d) be submitted separately and labeled as such when submitting more than one bid.
 - e) state the manufacturer BRAND/MODEL NUMBER offered on all items along with brochures and specifications.
 - f) include samples at no cost for evaluation purposes when required by the bid specifications or otherwise requested by the City.
 - g) include a request for return of samples, by the supplier, otherwise samples shall become the property of the City after 60 days. (Bidders must arrange for and absorb the cost of any sample return.)
 - h) be submitted in PDF format via e-mail to bidclerk@lascruces.gov with the bidder's company name, bid number and title, and due date/time in the subject line of the message.
 - i) be received by the City Purchasing Section in the Bid Clerk e-mail inbox by the specified due date and time. Late bids shall not be accepted.
- 3) Pricing shall:
 - a) state the UNIT PRICE and EXTENDED AMOUNT for each item or service offered. UNIT PRICES GOVERN ANY ERRORS IN THE EXTENSION and shall be stated F.O.B. - Destination; Prepaid Full Freight Allowed
 - b) exclude any applicable taxes.
 - c) be effective for 45 days.
- 4) Questions:
 - a) MUST be submitted in writing and emailed to bidclerk@lascruces.gov referencing the bid number and title.
 - b) will be accepted only up to one week prior to the bid due date/time.
- 5) Addenda:
 - a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
 - b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via email or mail.
 - c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked **REVISED**.
 - d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.
- 6) The City reserves the right to:
 - a) determine responsible bidders and responsive bids.
 - b) accept and award compliant bids based on the lowest:

Agenda Item #6.2.

ITB 24-25-021 – Senior Nutrition Program

- i) Individual Unit Price, or
 - ii) Grouped Unit Price, or
 - iii) Lump Sum Unit Price; whichever is deemed most beneficial to the City.
 - c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought.
 - d) negotiate an extension of effective price dates.
 - e) change the quantity of bid items within their effective price date.
 - f) reject any or all bids partially or wholly.
- 7) It is the City's intent to award bids within 45 days of the bid due date.
- a) Bidders may obtain bid results by contacting the Bid Clerk at bidclerk@lascruces.gov.
 - b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension.

Bid Form

Receipt of Addenda Nos. 1, 2 is hereby acknowledged. (Where none received, place '0' in this space.)

Payment Terms: Net 30 Days Bidder guarantees delivery of items within 2 days

Pricing for this bid is effective through 12 months (price agreements are effective for one year from date of award)

NM Tax & Revenue Department Combined Reporting System (CRS) # 02-191614-004

Current NM Secretary of State Business ID # 1784321 (corporations only)

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

NM Resident Certificate from NM Tax and Revenue Department enclosed ☒ Yes ☐ No

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

Federal Employer / Tax Identification # 75-0372230 (mandatory for all respondents)

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

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

COMPANY NAME & ADDRESS:

Ben E Keith Foods
601 Ben E Keith way NW
Albuquerque, NM 87121
505-554-9766
Phone

Fax

Bill Focke District Sales Mgr
Typed or Printed Name of Authorized Representative & Title

[Signature]
Signature

10-30-24
Date

wdfocke@benekeith.com
Email

CITY OF LAS CRUCES

Senior Nutrition Program

I. Introduction

The City seeks to establish contracts with multiple food, produce, dairy, and supply vendors who furnish food service establishments. The selected vendors shall provide food and supply delivery services as needed and required by the City. The Senior Nutrition program has an average expenditure of \$960,000 per contract year for all food purchases and \$100,000 for kitchen supply purchases. The Mission of Senior Programs is to promote and enhance the physical, intellectual, social, and creative well-being of individuals 50+, to increase their quality of life. The Senior Nutrition program provides approximately 212,000 lunch meals and 118,000 breakfast meals to seniors aged 60 and older over a twelve (12) month period. The program operates three (3) production kitchens and two (2) catered meal sites. The same lunch meal is served at all five (5) community dining sites and delivered through the Home Delivered Meals program along with a ready-to-eat breakfast for the next day. Sources of funding include federal grants, state grants, city funds, and revenue generated from participant donations. Due to the federal funding involved with these purchases, the respondent must include signed copies of the federal certifications in this Invitation to Bid with their bid submittals.

II. Bid Items

- A. Food purchased by the City's Senior Nutrition Program shall meet or exceed the purchasing specifications for each of the items listed below. Minimum food specifications are as follows:
 1. Beef and Veal: United States Department of Agriculture (USDA) Choice, except for meat used in extended dishes which may be USDA standard.
 2. Pork and Lamb: USDA Grade A (#1)
 3. Poultry: USDA Grade A
 4. Eggs: USDA Grade A Large and SHALL BE PASTEURIZED
 5. Dairy Products: USDA Grade A
 6. Frozen Foods: USDA Grade A Fancy
 7. Canned Foods: USDA Grade A; FRUITS PACKED IN LIGHT SYRUP
 8. Cheeses: Cheddars, Swiss and Monterey Jack shall be All Natural, Non-Processed
 9. Ground Beef: USDA Standard or Better – Ground Beef and Beef Patties shall be 85% ALL BEEF, and FAT content shall not exceed 15%
 10. Veal and Pork Steaks: Solid meat portions, not pre-formed from chopped or ground meat, and unless otherwise specified, NOT BREADED
 11. Hot Dogs/Frankfurters: All Beef, maximum 5 per pound, Turkey Franks may be specified as an alternate at times to satisfy health and dietary requirements.
 12. Processed Lunch Meats: such as salami shall be a quality ALL BEEF or BEEF/PORK, or a TURKEY product as specified.
- B. All meat cuts shall be in accordance with the USDA institutional Meat Purchase specifications. The indicated grades are intended as minimum standards only and may be exceeded when possible. All other food stuffs not included in the above categories shall be of comparable quality.
- C. Purchase of food, supplies, and any equipment shall meet requirements of USDA, Food and Drug Administration (FDA), and the National Sanitation Foundation (NSF). In the absence of grade labeling, the vendor shall provide the City with

- package labels or industry accepted grade equivalent standards to verify that the minimum grades specified are being provided.
- D. All produce shall comply in all respects to standards and regulations established by federal and/or New Mexico state laws, including Federal Food, Drug, and Cosmetic Act and subsequent decision of the U.S. Department of Agriculture.
 - E. Staple Foods, also known as Dry Groceries, consist of non-perishable, shelf foods such as canned goods (fruits, vegetables, meats, soups), bakery items, beverages, cereals, cookies, crackers, gelatins, grains, juices, nuts, pasta, pickles, relishes, preserves, salad dressings, non-refrigerated dairy, condiments, sauces, baking supplies, spices, cooking oils, shortening, sugar, syrups, tomato products, etc. All staple food shall comply in all respects to standards and regulations established by federal and/or New Mexico state laws, including Federal Food, Drug and Cosmetic Act and subsequent decision of the U.S. Department of Agriculture.
 - F. A product list will be provided as part of this solicitation to detail the program's needs. This list is subject to change to accommodate the needs of the Senior Nutrition program. The product list will include product description, preferred packaging sizes, and estimated order quantity for a six-month period.
 - G. Respondents are asked to input offered packaging sizes and manufacturer/brand names of products carried. This is for informational purposes only to assist with ordering and will not be a factor for award.
 - H. Respondents are asked to provide a discount percentage to be offered for each category, and delivery fees per order as detailed in Tables A & B. Should respondent need to offer a discount percentage for an individual product that varies from the category discount listed in Table A, this alternate discount should be entered on the attached product list. Respondents should only enter discount percentages on the product list if they differ from the general category discount.

Ex. a respondent may want to offer a 7% discount on dairy products but can only offer a 3% discount on sour cream. The respondent would enter the 7% on Table A, and the 3% would be entered on the attached product list.

Table A: General percent (%) discount on food categories.

ITEM	DESCRIPTION	Discount %
1.	Dairy Products - Discount on Prices are to be those listed on vendors current established price list.	6 %
2.	Fresh Eggs - Discount on Prices are to be those listed on vendors current established price list	6 %
3.	Fresh Produce - Discount on Prices are to be those listed on vendors current established price list	8 %
4.	Frozen Foods - Discount on Prices are to be those listed on vendors current established price list.	6 %
5.	Meat and Poultry - Discount on Prices are to be those listed on vendors current established price list	6 %
6.	Staple Foods - Discount on Prices are to be those listed on vendors current established price list	8 %
7.	General Supplies - Discount on Prices are to be those listed on vendors current established price list	8 %

Table B: Delivery Fees

ITEM	DELIVERY FEE PER ORDER	FEE
1.	Standard Delivery	\$ 7.00
2.	Expedited Delivery	\$

PRICE INCREASES:

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

PRICE DECREASES:

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

“OR APPROVED EQUAL” CLARIFICATIONS:

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

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

III. Scope of Work**A. Orders and Deliveries:**

1. The preferred contractor(s) shall designate a coordinator as a local single point of contact (SPOC), as well as a backup, that will be accessible during normal working hours to handle and assist in and all inquiries regarding delivery status, order add-ons, billing, product availability, contract pricing, contract compliance requirements, and problem solving.
2. The SPOC agrees to work with the City's Kitchen Supervisor or designee on account setup for orders, building an order guide and forecasting, routing and delivery, training for their specific web applications, assistance when placing order.
3. Deliveries at all locations must be made on the same day between 6:00 AM and 8:00 AM with no exceptions. The successful bidder(s) must make center deliveries using the schedule given. In the event the delivery days falls on a scheduled holiday closure for the City, the vendor will complete the delivery the next business day.
4. Each invoice must be presented in duplicate with the driver's understanding that the order must be checked in thoroughly and deemed complete and acceptable by city staff before signing the invoice.
5. Any deliveries of unsatisfactory product as determined by city personnel will be refused.

6. All temperature-controlled safety foods must be delivered in refrigerated trucks. To meet EID regulations trucks must remain running during delivery to sites to ensure product stays at temperature.
7. Any product outages or shorts shall be communicated to the Kitchen Supervisor or designee within one (1) business day after the order is placed with the vendor.
8. Delivery Locations
The City's three (3) production kitchens are located within a two-mile radius of each other. Each of the kitchens require a separate delivery based on weekly food order and supply order placed by the Kitchen Supervisor or designee. Typically, the food orders will be placed one week prior to when the product is needed to allow time to plan as needed for outages and substitutions.
 - a. Munson Senior Center – 975 South Mesquite Street, Las Cruces, NM 88001
 - b. Eastside Community Center – 310 North Tornillo Street, Las Cruces, NM 88001
 - c. Henry Benavidez Community Center – 1045 McClure Road, Las Cruces, NM 88001

IV. Pricing & Invoicing

- A. Discounts are to be applied to the retail value of products.
- B. Vendor shall provide product catalogs (preferably e-catalogs with on-line access) to identify purchased goods and verify prices of such goods.
- C. The City reserves the right to conduct an audit at any time during the term of this Agreement to assure that pricing is in compliance with the submitted price list.
- D. Separate invoices shall be rendered for each and every complete delivery.
- E. Supply and food items shall be rendered on separate invoices, per grant requirements.
- F. Separate invoices may be required for food items purchased, which are an American produced product, per federal grant reporting requirements.
- G. Detailed invoicing is to be submitted at time of delivery, in duplicate, and shall include:
 1. Purchase Order number
 2. Item number
 3. Item description
 4. Quantity
 5. Retail price
 6. Discounted price
 7. Extended cost

CERTIFICATION OF RESTRICTIONS ON LOBBYING

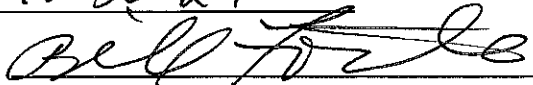
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

Date: 10-30-24
Signature: 
Title: District Sales Manager
Company Name: Ben E Keith Foods

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

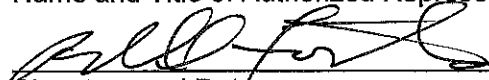
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Bill Focke District Sales Mgr.
Name and Title of Authorized Representative

 10-30-24
Signature and Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

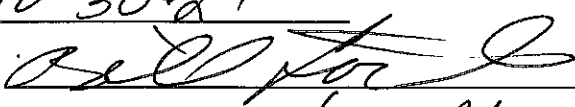


CONFLICTS OF INTEREST

Based in part on federal regulations and contract agreement between the Owner and the Department of Energy (DOE), no employee, officer, or agent of the Owner (DOE grantee) shall participate in selection, or in the award of administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when;

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or

(iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Proposers, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or their disciplinary actions for violations of such standard by the grantee's and subgrantee's officers, employees, or agents or by Proposers or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest. Neither the Owner nor any of its proposers or their subproposers shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner is activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

Date: 10-30-24
Signature: 
Title: District Sales Manager
Company Name: Ben E Keith Foods

Americans with Disabilities Act of 1990 –

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

Section 504 of the Rehabilitation Act of 1973 –

The Vendor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, et Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Vendor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights act of 1964, as amended.

Age Discrimination in Employment Act of 1967 –

The Vendor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, et Seq.).

Drug Free Workplace –

The Vendor shall comply with the Drug-Free Workplace Act of 1988.

Equal Opportunity Compliance –

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

Non-Discrimination Service Delivery –

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

Company: Ben E Keith Foods

Official's Name: Bill Focke

Title: District Sales Mgr.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **BEN E. KEITH COMPANY**

DBA: **BEN E. KEITH FOODS**
601 BEN E KEITH WAY NW
ALBUQUERQUE, NM 87121-2274

Expires: **10-Jan-2025**

Certificate Number:

L0348648368



Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



CITY OF LAS CRUCES

ADDENDUM ONE

October 11, 2024

BID NUMBER: 24-25-021

BID TITLE: SENIOR NUTRITION PROGRAM

DUE DATE/TIME: NOVEMBER 5, 2024 / 2:00PM

The following clarifications/modifications/requirements are made part of the above referenced bid and shall be adhered to in responding to this solicitation.

This addendum is 1 page including this cover sheet.

Q1: On page 8 section IV pricing and Invoicing: Line G: our system is not capable of putting all the requested information requested on the invoice. #5 Retail price. We can put the discounted Price and the extended cost. We could do this in a separate spread sheet and send it weekly, but we cannot program it to be on the invoice. Will this be acceptable?

A1: Yes

END OF ADDENDUM ONE

A handwritten signature in black ink, appearing to be a stylized 'A' or similar character.



CITY OF LAS CRUCES

ADDENDUM TWO

October 15, 2024

BID NUMBER: 24-25-021
BID TITLE: SENIOR NUTRITION PROGRAM
DUE DATE/TIME: NOVEMBER 5, 2024 / 2:00PM

The following clarifications/modifications/requirements are made part of the above referenced bid and shall be adhered to in responding to this solicitation.

This addendum is 3 pages including this cover sheet.

- Q1: On the bid there is nowhere for us to type the product code. Could we alter the format of the bid?
A1: Respondents can use the MFR./BRAND NAME column of the supplemental product list to add any additional product information.
- Q2: On the bid you all state you need each item broken down by each/unit/ and case cost there is no column for that, how do you want us to move forward with that?
A2: Section IV. Pricing & Invoicing details what information is required from awarded vendors on invoices for goods ordered. Respondents are asked to fill out Tables "A", "B", and supplemental product list.
- Q3: When does this bid start and end?
A3: Solicitation started October 4, 2024. All responses will need to be received by 2:00 pm on November 5, 2024.
- Q4: Since we are in contract with The City of Las Cruces with CES (No. 2020-30N-C101-All), do we need to move forward completing the Senior Nutrition Program bid 23-24-021 to continue being a vendor?
A4: Yes. The intent of this solicitation is to consolidate all food and product purchases for the Senior Nutrition Program.

CLARIFICATIONS ARE BEING PROVIDED BELOW TO ASSIST RESPONDENTS WITH THIS INVITATION TO BID.

Narrative of clarifications:

1. Page 6 – Table "A"
Further instructions regarding table have been provided.
2. Page 7 – Table "B"
Further instructions regarding table have been provided.
3. Product List
Further instructions regarding table have been provided.

Table "A"

Respondents are being asked to provide a general discount that they will offer on the listed categories. If respondents do not offer products under a specific category, respondents can leave blank or put N/A. Respondents can refer to the Product List to see what items fall under each category.

Table A: General percent (%) discount on food categories.

ITEM	DESCRIPTION	Discount %
1.	Dairy Products - Discount on Prices are to be those listed on vendors current established price list.	%
2.	Fresh Eggs - Discount on Prices are to be those listed on vendors current established price list	%
3.	Fresh Produce - Discount on Prices are to be those listed on vendors current established price list	%
4.	Frozen Foods - Discount on Prices are to be those listed on vendors current established price list.	%
5.	Meat and Poultry - Discount on Prices are to be those listed on vendors current established price list	%
6.	Staple Foods - Discount on Prices are to be those listed on vendors current established price list	%
7.	General Supplies - Discount on Prices are to be those listed on vendors current established price list	%

Table "B"

Respondents will need to respond fully to Table "B." Non-response may result in bids being non-compliant.

Table B: Delivery Fees

ITEM	DELIVERY FEE PER ORDER	FEE
1.	Standard Delivery	\$
2.	Expedited Delivery	\$

Product List

- A. Respondents are asked to input packaging sizes of products carried for listed products. This is for informational purposes only to assist with ordering.
- B. Respondents are asked to input manufacturer/brand names This is for informational purposes only to assist with ordering. You can utilize this section to provide any additional product information.
- C. If a respondent needs to offer a discount percentage on an individual product that varies from the category discount in Table "A," this alternate discount should be entered on the product list.

Ex. A respondent may want to offer a 7% discount on dairy products but can only offer a 3% discount on sour cream. The respondent would enter the 7% under category 1 on Table A, and the 3% would be entered on the product list.

Agenda Item #6.2.

City of Las Cruces Purchasing RFP No. 24-25-021 Senior Nutrition Program		Company Name Address City, State Zip Phone Email			A	B	C
Product Listing (Estimated quantities are per six-month period)							
ITEM	DESCRIPTION	EST. QTY	CLC PREFERRED PACKAGING	RESPONDENT'S PACKAGING	MFR./BRAND NAME	DISCOUNT %	
DAIRY							
1	Whipped Topping Aerosol Can	3 CS	12/can Per CS	Please input the packaging size you offer.	Please input the name/brand that your offer. Additional product info can be listed here.	List any discount % for products that varies from category discount	
2	Cheese Parmesan Grated	10 CS	2-5Lb. Bags Per CS				
3	Cheese Parmesan Shredded	10 CS	2-5Lb. Bags Per CS				
4	Evaporated Milk	12 CS	48-12oz. cans Per CS				

END OF ADDENDUM TWO



Item	Pack	Size	Brand	Description	Market price	LC Senior bid price	EST Qty	Total per item
141444	12	13 Oz	Dairypur	Topping Whipped Aerosol (R)	\$62.84	\$52.98	3	\$ 158.93
158411	2	5 Lb	Bellacib	Cheese Parmesan Grated	\$79.57	\$60.58	10	\$ 605.78
119650	2	5 Lb	Belgioio	Cheese Parmesan Shred	\$52.20	\$44.44	10	\$ 444.44
798001	24	12 Oz	Velvet	Milk Evaporated	\$34.95	\$29.07	12	\$ 348.80
126320	36	1 Lb	GrassInd	Butter Solid Unsalted	\$138.23	\$132.26	32	\$ 4,232.35
389025	1000	.27 Oz	GrassInd	Butter Chip Salted Grade Aa	\$97.09	\$86.23	32	\$ 2,759.47
669005	100	1 Oz	Daisy	Sour Cream Pc	\$15.61	\$14.52	20	\$ 290.44
100275	50	1/2 Pt	CreamInd	Milk Lowfat 1% 1/2 Pt	\$22.80	\$20.37	1250	\$ 25,458.33
108588	50	1/2 Pin	CreamInd	Milk Homo 2 % 1/2 Pint	\$23.20	\$20.56	320	\$ 6,577.78
100274	50	1/2 Pt	CreamInd	Milk Chocolate Ff 1/2 Pt	\$22.03	\$20.04	15	\$ 300.67
121670	2	5 Lb	Frsh/Kth	Sour Cream All Natural (R)	\$20.03	\$17.89	15	\$ 268.33
121671	2	5 Lb	Frsh/Kth	Cottage Cheese 4% (R)	\$24.34	\$22.98	15	\$ 344.67
283641	48	4 Oz	Light&Ft	Yogurt Stwbry/Rasp/Blueberry (R)	\$23.74	\$20.39	500	\$ 10,194.44
285775	6	32 Oz	Dannon	Yogurt Plain Original Lowfat (R)	\$22.14	\$19.01	12	\$ 228.13
116062	48	4 Oz	Blueribb	Sherbet Cup Rainbow 4 Oz Styro	\$24.38	\$22.79	30	\$ 683.72
S/O	72	3 oz	Blueribb	Ice Cream Ind /Ass flavors			30	\$ -
735028	4	5 Lb	Gldhrvst	Cheese American Sliced 160 Ct	\$67.63	\$63.84	10	\$ 638.44
170213	6	1.5 Lb	Bellacib	Cheese Provolone Slice	\$40.64	\$38.37	10	\$ 383.67
171173	1	40 Lb	Glanbia	Cheese Cheddar Block Mild	\$2.99	\$2.59	20	\$ 51.78
151412	2	5 Lb	Grnbaych	Cheese Colby Jack Loaf	\$7.30	\$6.56	20	\$ 131.11
196022	4	5 Lb	Greatlak	Cheese Mont Jack Shred	\$79.04	\$71.87	70	\$ 5,030.67
168747	8	6 Lb	Bellacib	Cheese Mozz Loaf Lmps	\$3.22	\$2.89	70	\$ 202.22
196043	2	8 Lb	Greatlak	Cheese Swiss Loaf	\$4.91	\$4.41	10	\$ 44.11
393125	12	12 Ctba	Papettis	Egg Hard Cooked Peeled	\$46.93	\$43.31	150	\$ 6,496.67
114106	1	5 Lb	Mrkn/Rss	Garlic Whole Peeled (R)	\$34.55	\$29.65	4	\$ 118.60
407530	6	12 Ct	Thomas	Muffin English Fork Split	\$30.04	\$26.50	50	\$ 1,325.00
189242	100	1.25 Oz	Pillsbry	Dough Croissant Butter 1.25 Oz	\$69.45	\$63.44	200	\$ 12,688.64
399565	175	1 Oz	Pillsbry	Biscuit Baked Buttermilk	\$46.26	\$42.26	50	\$ 2,113.07
332514	6	2.5 Lb	Mrkn/Fc	Asparagus Cuts & Tips	\$47.18	\$44.10	60	\$ 2,646.28
334302	12	2 Lb	Mrkn/Fc	Bean Green Regular Cut	\$42.17	\$38.52	60	\$ 2,311.36

334618	12	2 Lb	Mrkn/Fc	Bean Green Whole	\$44.25	\$40.42	60	\$	2,425.23
335299	12	2 Lb	Mrkn/Fc	Broccoli Floret Iqf	\$41.45	\$37.86	80	\$	3,029.09
335213	12	2.5 Lb	Mrkn/Fc	Broccoli Cut	\$42.69	\$39.00	20	\$	780.00
333105	12	2 Lb	Mrkn/Fc	Brussels Sprouts Medium	\$56.63	\$51.73	80	\$	4,138.18
336202	12	2 Lb	Mrkn/Fc	Carrot Baby Whole Small	\$45.85	\$41.89	60	\$	2,513.18
336125	12	2 Lb	Mrkn/Fc	Carrot Medium Smooth Sliced	\$38.73	\$35.38	60	\$	2,122.50
337100	12	2 Lb	Mrkn/Fc	Cauliflower Iqf	\$38.15	\$34.85	60	\$	2,091.14
338490	12	2.5 Lb	Mrkn/Fc	Corn Cut	\$48.19	\$42.85	60	\$	2,571.14
338515	12	2 Lb	Simplegd	Corn Chuckwagon (R)	\$41.76	\$38.15	30	\$	1,144.43
S/O	6	4 lb	Markn/ Fc	Island blend				\$	-
343502	12	2.5 Lb	Mrkn/Fc	Pea Green	\$55.58	\$50.77	32	\$	1,624.73
349702	12	2.5 Lb	Mrkn/Fc	Vegetable Blend Peas & Carrots	\$53.06	\$48.47	24	\$	1,163.18
348100	12	3 Lb	Mrkn/Fc	Spinach Chopped	\$43.86	\$40.07	20	\$	801.36
345102	12	2 Lb	Mrkn/Fc	Squash Yellow Sliced	\$28.91	\$26.41	15	\$	396.14
345503	12	2 Lb	Mrkn/Fc	Squash Zucchini Sliced 1/4In	\$28.96	\$26.45	30	\$	793.64
171875	12	2 Lb	Simplot	Vegetable Blend Winter Mix	\$40.27	\$36.78	60	\$	2,207.05
349621	6	4 Lb	Flavrpac	Vegetable Blend Normandy	\$53.37	\$48.75	60	\$	2,925.00
349247	12	2 Lb	Simplegd	Vegetable Blend California	\$42.66	\$38.97	30	\$	1,168.98
349350	1	20 Lb	Mrkn/Fc	Vegetable Blend Capri Mix	\$37.58	\$34.33	30	\$	1,029.89
349130	12	2.5 Lb	Mrkn/Fc	Vegetable Mixed 5 Way	\$51.91	\$47.42	80	\$	3,793.64
349547	12	2 Lb	Mrkn/Fc	Vegetable Blend Italian	\$50.97	\$46.56	24	\$	1,117.36
349452	12	2 Lb	Mrkn/Fc	Vegetable Blend Oriental	\$46.87	\$42.82	20	\$	856.36
349479	6	2.5 Lb	Roastwrk	Vegetable Blend Mediterranean (R)	\$43.90	\$40.10	20	\$	802.05
380255	72	3 Oz	Gldntigr	Egg Roll Pork & Veg 3 Oz (R)	\$64.08	\$57.48	32	\$	1,839.27
159196	2	5 Lb	Louisafd	Ravioli Cheese Breaded	\$38.48	\$34.51	20	\$	690.23
360829	6	5 Lb	Lamb Sup	Potato Tater Puffs Bake Or Fry	\$72.43	\$66.16	15	\$	992.39
139231	6	5 Lb	Ellingtn	French Fries Sc 3/8 In	\$39.03	\$37.31	9	\$	335.76
344069	5	5 Lb	Bueno	Chile Green Chopped Mild	\$34.21	\$31.25	36	\$	1,125.00
385381	6	56 Oz	Bueno	Chile Puree Red Hot	\$48.22	\$41.92	36	\$	1,509.14
310555	6	6.5 Lb	Mrkn/Fc	Strawberry Sliced 4-1 (R)	\$81.03	\$73.08	8	\$	584.64
429071	6	46 Oz	Chef P	Pie Apple 10 Inch Unbaked (R)	\$49.87	\$44.94	6	\$	269.66
430121	6	36 Oz	Chef P	Pie Pecan Sliced 10 In (R)	\$75.21	\$67.77	6	\$	406.64
430075	6	43 Oz	Chef P	Pie Pumpkin 10 Inch Prebaked (R)	\$58.28	\$52.52	20	\$	1,050.45

412283	240	1.33 Oz	Swt Disc	Dough Cookie Choc Chip	\$95.39	\$85.97	3	\$	257.90
139403	210	1.5 Oz	Richs	Dough Cookie Macadamia Nut	\$76.72	\$69.14	3	\$	207.41
191400	213	1.5 Oz	Hopes	Dough Cookie Oatmeal Raisin	\$68.09	\$61.36	3	\$	184.09
301570	213	1.5 Oz	Hopes	Cookie Peanut Butter	\$59.90	\$53.98	3	\$	161.93
432525	240	1.5 Oz	Spunkmyr	Dough Cookie Sugar Wg Rf	\$76.04	\$68.52	3	\$	205.57
413329	4	38 Oz	Swt Strt	Dessert Bar Lemon	\$80.98	\$72.98	3	\$	218.93
383992	32	5 Oz	Bernardi	Pasta Sheet Wavy Lasagna Ckd	\$32.42	\$29.08	15	\$	436.19
385816	120	2 Oz	Bueno	Tamale Pork Mild	\$77.91	\$69.88	8	\$	559.00
383738	2	5 Lb	Bernardi	Ravioli Beef Jumbo Round (R)	\$50.07	\$44.91	20	\$	898.18
201656	36	3.5 Oz	Picoso	Chile Relleno W Jack Cheese	\$69.30	\$62.16	35	\$	2,175.57
349493	6	2 Lb	Mrkn/Fc	Vegetable Blend Fajita	\$26.45	\$24.16	30	\$	724.77
197981	2	15-23 L	Ellingtn	Corned Beef Brisket Raw	\$5.20	\$4.85	350	\$	1,698.30
153293	2	7 Lb Av	Armour	Corned Beef Bottom Round Ckd	\$7.92	\$7.39	350	\$	2,585.23
103832	2	5 Lb	Deen	Beef Fajita Strip Raw	\$88.68	\$82.74	65	\$	5,378.01
155299	8	10 Lb	Packer	Beef Ground Fine 80/20	\$3.77	\$3.32	1200	\$	3,982.98
147439	40	4 Oz	Winn	Beef Patty Ground 85/15	\$36.05	\$32.17	24	\$	772.17
518060	1	10 Lb	Ibp	Beef Liver Sliced	\$31.89	\$28.46	16	\$	455.30
522402	1	10 Lb	Syracuse	Meatball Italian 1 Oz Cooked	\$44.82	\$40.00	15	\$	600.00
160064	1	3 Ct	1855	Beef Top Round Cap On	\$4.69	\$4.32	1500	\$	6,472.83
509414	114	3 Oz	Advancep	Beef Salisbury Flame Broiled	\$148.25	\$132.30	47	\$	6,218.30
154354	143	3.35 Oz	Advancep	Beef Steak Fritter Breaded Cn	\$219.22	\$195.63	7	\$	1,369.41
506840	2	5 Lb	Kvpc	Beef Stew Meat 1/2 In Cube	\$66.27	\$59.14	150	\$	8,871.20
118682	4	15 Lb C	1855	Beef Brisket Choice 119	\$4.35	\$4.23	600	\$	2,536.96
121866	2	5 Lb	Tx Chili	Frank All Beef 5/1 6 In	\$49.33	\$44.02	18	\$	792.39
487420	4	10 Lb	Packer	Chicken Breast Random Blsl	\$81.86	\$78.26	18	\$	1,408.70
487293	2	5 Lb	Tyson	Chicken Breast Blsl 4Oz Iqf	\$37.94	\$33.34	240	\$	8,000.87
487107	2	5 Lb	Carls	Chicken Fajita Meat Raw Mar	\$71.73	\$62.77	90	\$	5,649.46
131445	2	5 Lb	Waynefrm	Chicken Diced 1/2In Cooked	\$56.50	\$49.45	20	\$	988.91
487189	96	5.2 Oz	Tyson	Chicken Thigh Iqf Raw	\$76.97	\$67.63	55	\$	3,719.67
541268	40	4 Oz	Margher	Sausage Polish Link 4/1	\$49.82	\$44.46	10	\$	444.57
152453	32	4.5 Oz	Ranchsup	Chicken Breast Fritter	\$70.77	\$61.93	18	\$	1,114.83
375001	36	4 Oz	Barber	Chicken Cordon Bleu Breaded	\$60.52	\$51.92	44	\$	2,284.65
487660	2	5 Lb	Koch	Chicken Tender Brd Fritter	\$40.37	\$35.33	25	\$	883.15

455075	1	10 Lb	Trident	Cod Square Breaded Raw 4 Oz	\$68.44	\$60.98	80	\$	4,878.26
173657	2	5 Lb	Entreere	Pollock Alaskan Loin Portion	\$61.73	\$55.00	120	\$	6,600.00
783016	6	64 Oz	Chicsea	Salmon Pink (R)	\$130.78	\$112.55	15	\$	1,688.32
139366	1	10 Lb	Admiral	Salmon Prtn 4Oz Sknls Nor	\$107.36	\$95.65	30	\$	2,869.57
115128	5	2 Lb	Admiral	Shrimp Ckd P&D White 31-40 Ct (R)	\$70.76	\$63.04	40	\$	2,521.74
134852	6	66.5 Oz	Ewimport	Tuna Chunk Light In Water	\$87.28	\$75.84	18	\$	1,365.07
530572	1	15 Lb	Smithfld	Bacon Layout 18/22	\$60.41	\$53.91	16	\$	862.61
154244	40	4 Oz	Eagleroc	Pork Chop Bnls Center Cut	\$57.25	\$51.09	85	\$	4,342.39
166989	1	10 Lb	Eagleroc	Pork Diced 1/2 In	\$25.67	\$23.37	55	\$	1,285.33
180164	6	8 Lb Av	Hatfield	Pork Loin Bnls Strap Off	\$2.50	\$2.23	25	\$	55.71
104554	2	12.5 Lb	Margher	Pepperoni Sliced 14/16	\$113.58	\$101.36	4	\$	405.43
160433	1	12lb	Hatfield	Pork country stle ribs	\$24.58	\$21.23	8	\$	169.84
539077	2	6 Lb	Smithfld	Sausage Bulk Mild Raw	\$64.53	\$57.59	15	\$	863.80
102542	2	8-9 Lb	Natchoic	Turkey Breast Browned 2Pc Nat	\$6.09	\$5.33	22	\$	117.17
115428	1	10 Lb	Gransabr	Beef Carne Asada Especial	\$6.30	\$5.62	20	\$	112.39
153399	2	10 Lb	Butterbl	Turkey Ground Coarse 85/15	\$54.77	\$47.93	90	\$	4,314.13
S/O	40	3.5 oz	Tyson	Chicken Fried Chicken, Ck 3.5 oz				\$	-
776084	6	1 Lb	Redibits	Bacon Bit Pure	\$121.29	\$106.15	25	\$	2,653.80
199222	4	5 Lb	Jennie O	Turkey Ham Canadian .5 Oz	\$104.33	\$91.30	90	\$	8,217.39
171804	2	9 lb	Kthy/ Valy	Turket roast Bnls	\$3.84	\$3.24	1000	\$	3,239.13
125047	6	#10	Kth/Valy	Apple Sliced Nw Fancy In Water	\$64.94	\$57.78	10	\$	577.84
125049	6	#10	Ellington	Applesauce Sweet fancy	\$52.45	\$46.81	12	\$	561.72
145428	6	#10	Ambrosia	Apricot Half Peeled In Juice	\$73.81	\$65.68	12	\$	788.18
600050	6	#10	Oceanspr	Sauce Cranberry Whole	\$89.46	\$68.51	3	\$	205.53
600060	6	#10	Oceanspr	Sauce Cranberry Jellied	\$73.21	\$64.84	6	\$	389.05
134924	6	#10	Ewimport	Fruit Tropical Lt Syrup	\$68.63	\$61.07	15	\$	916.02
125647	6	#10	Kth/Valy	Fruit Cocktail Choice X Lt Syr	\$68.81	\$60.52	12	\$	726.27
125049	6	#10	Ellingtn	Applesauce Unsweetened Fancy	\$52.64	\$46.84	12	\$	562.09
134842	6	#10	Ewimport	Mandarin Orange Broken Lt Syr	\$49.64	\$44.17	12	\$	530.05
125643	6	#10	Kth/Valy	Peach Sliced Choice X Lt Syrup	\$65.46	\$58.25	15	\$	873.75
134839	6	#10	Ewimport	Peach Diced In Light Syrup	\$70.54	\$59.86	12	\$	718.36
153891	6	#10	Orchardn	Pear Diced In Juice	\$61.91	\$55.09	12	\$	661.09
134844	6	#10	Ewimport	Pineapple Sliced 66 Ct	\$59.39	\$52.85	10	\$	528.52

134846	6 #10	Ewimport	Pineapple Chunk In Juice	\$59.39	\$52.85	12	\$	634.23
134845	6 #10	Ewimport	Pineapple Tidbit In Juice	\$58.21	\$50.89	15	\$	763.30
134843	6 #10	Ewimport	Pineapple Crushed In Juice	\$57.53	\$51.19	10	\$	511.93
610076	6 #10	Carbotrl	Plum Half Purple In Juice	\$90.92	\$80.91	12	\$	970.91
127107	12 8 Oz	Lets Do	Coconut Unsweetened Fine Shred	\$37.48	\$33.07	4	\$	132.27
125742	6 #10	Ellingtn	Pumpkin Solid Pack	\$71.73	\$64.53	6	\$	387.20
192712	1 30 Lb	Woodland	Raisin Golden Bulk	\$46.44	\$42.05	3	\$	126.14
620671	8 48 Oz	Realemon	Juice Lemon	\$37.32	\$33.36	4	\$	133.45
035255	4 1 Gal	Mrkn/Rss	Juice Lime Fresh Squeezed	\$61.51	\$54.35	3	\$	163.06
122413	12 46 Oz	Ellingtn	Juice Tomato 100%	\$35.30	\$31.56	3	\$	94.67
620213	96 4 oz	Lyons	Juice Apple 100%	\$44.10	\$38.51	120	\$	4,621.36
107433	48 5.5 Oz	Rubykist	Juice Cranberry Cocktail 27%	\$40.37	\$34.28	120	\$	4,114.09
318025	70 4 Oz	Ard Frm	Juice Grape 100% Carton	\$32.35	\$29.72	120	\$	3,565.91
620161	48 6 Oz	Dole	Juice Pineapple 100%Unswtnd	\$33.29	\$29.51	120	\$	3,541.36
620190	48 5.5 Oz	V8	Juice V-8 Cocktail Vegetable (R)	\$41.28	\$36.91	120	\$	4,429.09
620170	48 5.5 oz	Campbell	Juice Tomato 100%	\$28.78	\$25.73	100	\$	2,572.73
107434	48 5.5 Oz	Rubykist	Juice Grapefruit 100%	\$47.62	\$40.44	30	\$	1,213.30
135259	96 4 Oz	Lyons	Juice Prune 100%	\$68.06	\$60.33	100	\$	6,032.95
620208	96 4 Oz	Lyons	Juice Orange 100% Individual	\$52.07	\$46.16	120	\$	5,539.09
149800	3 #10	Ellingtn	Filling Pie/Topping Apple	\$37.47	\$33.06	3	\$	99.17
149801	3 #10	Ellingtn	Filling Pie/Topping Blueberry	\$55.14	\$48.65	8	\$	389.18
149802	3 #10	Ellingtn	Filling Pie/Topping Cherry	\$67.47	\$59.52	8	\$	476.18
149803	3 #10	Ellingtn	Filling Pie/Topping Peach	\$50.03	\$44.14	3	\$	132.41
135358	6 #10	Veg-All	Salad Three Bean (R)	\$75.05	\$67.95	6	\$	407.73
125060	6 #10	Ellingtn	Beet Diced Fancy	\$44.02	\$39.60	12	\$	475.23
650230	6 #10	Allens	Hominy White Fancy (R)	\$34.51	\$31.65	16	\$	506.36
650546	6 #10	Celebrty	Mushroom Pieces & Stems	\$69.93	\$62.92	10	\$	629.20
135617	6 #10	Ewimport	Olive Ripe Black Sliced Import	\$67.84	\$61.77	5	\$	308.86
685080	24 7 Oz	Dunbar	Pimento Red Diced	\$39.57	\$35.60	8	\$	284.82
774374	6 32 Oz	Italrose	Garlic Chopped In Water	\$47.79	\$40.59	6	\$	243.55
123286	4 1 Gal	Ellingtn	Relish Dill	\$34.10	\$30.25	8	\$	242.00
123288	4 1 Gal	Kth/Valy	Relish Sweet Economy	\$43.02	\$38.16	8	\$	305.27
123273	4 1 Gal	Ellingtn	Pickle Dill Sl Hamb Cc 1/8 In	\$38.07	\$33.77	8	\$	270.18

701010	6	24 Oz	Lachoy	Noodle Chow Mein	\$49.12	\$41.97	8	\$	335.73
122998	6	#10	Ellingtn	Sauerkraut Shredded Fancy	\$50.67	\$45.59	6	\$	273.55
650380	6	#10	Allens	Potato Sweet Cut Fancy (R)	\$48.40	\$43.55	10	\$	435.45
650332	6	5.31 Lb	Basic	Potato Instant Mashed Complete	\$88.87	\$80.22	15	\$	1,203.24
650378	4	5 Lb	Basic	Potato Sliced Dehydrated	\$89.16	\$80.48	6	\$	482.86
156186	6	#10	1906	Ketchup Fancy 33% Solids	\$35.95	\$31.59	10	\$	315.91
125654	6	#10	Ellingtn	Tomato Diced In Juice	\$27.14	\$32.01	6	\$	192.07
125655	6	#10	Ellingtn	Tomato Paste Fancy	\$51.81	\$46.61	8	\$	372.91
650522	6	#10	Bellorto	Tomato Crushed In Heavy Puree	\$65.98	\$59.36	10	\$	593.64
173200	6	#10	Bellacib	Sauce Marinara Chunky Rtu	\$46.10	\$41.38	12	\$	496.50
187900	6	#10	Ellingtn	Tomato Sauce Fancy California	\$40.91	\$38.14	12	\$	457.64
793030	4	1 Gal	Grandma	Molasses Unsulphured	\$80.71	\$72.27	2	\$	144.55
696005	6	5 Lb	Clabgirl	Baking Powder	\$108.21	\$96.90	9	\$	872.08
696130	24	1 Lb	Hosptlty	Baking Soda	\$21.76	\$19.49	4	\$	77.95
181385	6	5 Lb	Ellingtn	Biscuit Mix Complete	\$45.28	\$41.03	15	\$	615.51
183986	6	5 Lb	Gldhrvst	Muffin Mix Basic Complete	\$45.67	\$41.39	3	\$	124.16
414431	4	96 Oz	Sara Lee	Cake Carrot Sheet Iced (R)	\$111.19	\$100.20	6	\$	601.23
691545	6	5 Lb	Goldmedl	Cake Mix Choc Chocolate (R)	\$100.91	\$91.44	6	\$	548.66
691400	6	5 Lb	Contmill	Cake Mix Yellow	\$40.02	\$36.26	8	\$	290.09
691401	6	5 Lb	Contmill	Cake Mix White	\$40.02	\$36.26	8	\$	290.09
414496	4	40.3 Oz	Burry	Cake Pound Lemon Iced	\$63.54	\$57.26	8	\$	458.09
691580	6	5 Lb	Goldmedl	Cake Mix Honey Spice (R)	\$99.48	\$90.15	8	\$	721.18
691554	6	5 Lb	Hosptlty	Cake Mix Gingerbread	\$44.08	\$39.94	8	\$	319.55
119164	1	25 Lb	Ellingtn	Flour Hotel & Restaurant	\$13.77	\$11.66	40	\$	466.36
108723	1	50 Lb	Gld Med	Flour Whole Wheat White	\$32.03	\$29.02	20	\$	580.45
140222	1	50 Lb	Western	Sugar Fine Granulated	\$39.59	\$36.19	20	\$	723.86
691404	6	5 Lb	Contmill	Brownie Mix Fudge	\$49.42	\$44.78	8	\$	358.27
184643	6	#10	Kth/Valy	Cheese Sauce Cheddar	\$73.02	\$64.23	8	\$	513.82
979061	1			Soi 4 979061	\$0.00	\$0.00		\$	-
772011	2	2 Lb	Nillawaf	Cookie Nilla Vanilla Wafer	\$19.28	\$16.42	9	\$	147.78
119165	1	25 Lb	Ellingtn	Corn Meal Yellow	\$14.61	\$13.24	10	\$	132.39
697100	24	1 Lb	Argo	Starch Corn 1 Lb	\$44.77	\$40.09	8	\$	320.73
144861	6	55 Oz	Mrsclubbi	Stuffing Mix Traditional	\$81.35	\$71.89	12	\$	862.64

799199	12	42 Oz	Quaker	Cereal Oatmeal Old Fashioned	\$73.17	\$63.14	8	\$	505.09
771332	500	2 Pk	Lance	Cracker Saltine Supreme	\$24.57	\$20.89	8	\$	167.09
699197	104	1 Oz	Lays	Chip Potato Reg Single Serve	\$55.85	\$50.57	36	\$	1,820.45
699195	104	1 Oz	Fritos	Chip Frito Corn Original	\$57.48	\$48.97	8	\$	391.73
697011	12	2 Lb	Fleischm	Yeast Active Dry	\$98.37	\$88.09	6	\$	528.55
122274	1	25 Lb	Ellingtn	Rice Long Grain 4% Broken (R)	\$16.51	\$14.59	32	\$	466.91
122771	1	25 Lb	Gldhrvst	Rice Parboiled Long Grain (R)	\$21.10	\$18.55	20	\$	370.91
177039	1	25 Lb	Bensorig	Rice Brown Whole Grain	\$39.51	\$34.91	8	\$	279.27
122654	12	24 Oz	Ellingtn	Gelatin Mix Assorted Red	\$57.04	\$50.48	12	\$	605.73
122655	12	24 Oz	Ellingtn	Gelatin Mix Assorted Citrus	\$59.54	\$52.69	12	\$	632.32
639322	1000	3 Gr	Keith	Creamer Pc Non Dairy Packet	\$31.19	\$25.39	12	\$	304.64
133787	12	15 Oz	Reddiwip	Topping Whip Real Cream (R)	\$59.01	\$53.18	8	\$	425.45
798031	1	50 Lb	Red Star	Milk Powdered Replacit	\$96.80	\$88.07	4	\$	352.27
781005	12	2 Lb	Imperial	Sugar Powdered White 12/2 Lb	\$41.96	\$35.40	10	\$	353.98
780051	12	2 Lb	Domino	Sugar Brown Light	\$39.06	\$32.95	10	\$	329.55
132309	3	2 Lb	United	Sweetener Blue	\$39.48	\$37.39	10	\$	373.86
675095	1	2000 Ct	Swtdlite	Sweetener Yellow Packet	\$35.90	\$28.91	15	\$	433.64
675029	1	2000 Ct	Swtdlite	Sweetener Pink Packet	\$23.39	\$18.84	15	\$	282.61
675094	1	2000 Ct	Swtdlite	Sweetener Blue Packet	\$32.13	\$25.88	8	\$	207.00
675001	1	2000 Ct	Keith	Sweetener Sugar Keith Pc	\$20.65	\$16.76	18	\$	301.70
640037	192	1 Oz	Tetley	Tea Iced Brew Bag	\$32.06	\$29.69	12	\$	356.32
122647	12	24 Oz	Ellingtn	Drink Mix Pink Lemonade Pwd	\$52.72	\$46.73	6	\$	280.36
797030	12	32 Oz	K Boquet	Gravy Kitchen Bouquet	\$96.90	\$85.23	8	\$	681.82
660022	4	1 Gal	Catlmens	Sauce Bbq Base Original	\$64.24	\$56.50	10	\$	565.00
124163	4	1 Gal	Ellingtn	Sauce Soy (R)	\$28.70	\$25.24	8	\$	201.91
660112	1	1 Gal	Lachoy	Sauce Sweet & Sour	\$27.02	\$23.76	12	\$	285.14
124162	4	1 Gal	Ellingtn	Sauce Worcestershire Gf (R)	\$28.45	\$25.02	3	\$	75.07
811015	6	1 Lb	Minors	Base Beef Low Sodium	\$80.16	\$72.41	20	\$	1,448.18
811025	6	1 Lb	Minors	Base Chicken Low Sodium Gf	\$73.82	\$66.68	20	\$	1,333.64
147443	1	5 Lb	Durham	Pecan Pieces Fancy	\$34.29	\$30.68	10	\$	306.82
677204	1	60 Lb	Sue Bee	Honey Pure	\$251.41	\$192.65	3	\$	577.94
800713	12	16 Oz	Jetpufed	Marshmallow Jet Puffed Mini	\$32.98	\$28.09	3	\$	84.27
122587	3	2 Lb	Ellingtn	Walnut Halves & Pieces (R)	\$54.63	\$48.65	8	\$	389.18

122578	3	2 Lb	Ellingtn	Almond Blanched Sliced (R)	\$73.92	\$65.83	4	\$	263.32
772190	1	350 Ct	Goldbowl	Cookie Fortune Ind Wrapped	\$24.67	\$21.01	4	\$	84.05
119441	4	1 Gal	Ellingtn	Dressing Coleslaw (R)	\$59.19	\$52.06	4	\$	208.23
132910	4	1 Gal	Kens	Dressing Classic Caesar	\$84.37	\$74.20	8	\$	593.64
119446	4	1 Gal	Ellingtn	Dressing French (R)	\$50.05	\$44.02	10	\$	440.23
119447	4	1 Gal	Ellingtn	Dressing Italian Golden (R)	\$50.63	\$44.53	10	\$	445.34
119442	4	1 Gal	Ellingtn	Dressing Buttermilk Ranch Gf (R)	\$67.44	\$59.32	20	\$	1,186.36
662777	4	1 Gal	Kens	Dressing Blue Cheese	\$87.74	\$77.17	3	\$	231.51
119449	4	1 Gal	Ellingtn	Dressing Thousand Island (R)	\$66.94	\$58.88	4	\$	235.50
662460	4	1 Gal	Kens	Dressing Honey Mustard Dijon	\$77.20	\$67.90	3	\$	203.69
662850	4	1 Gal	Kens	Dressing Honey Mustard	\$78.42	\$68.98	3	\$	206.93
124165	4	1 Gal	Kth/Valy	Mustard Prepared (R)	\$23.41	\$20.59	3	\$	61.77
662069	4	1 Gal	Kraft	Mayonnaise Lite	\$113.54	\$99.86	8	\$	798.91
119536	1	4 Gal	Gldhrvst	Mayonnaise Real Heavy Duty	\$64.12	\$56.40	15	\$	845.97
686030	4	1 Gal	Heinz	Vinegar Apple Cider	\$50.81	\$42.33	2	\$	84.66
124167	4	1 Gal	Kth/Valy	Vinegar White 40 Grain (R)	\$21.60	\$15.48	6	\$	92.86
143661	4	1 Gal	Corfu	Oil Olive Pomace	\$98.40	\$90.91	8	\$	727.27
779178	1	35 Lb	Kth/Home	Oil Canola Clear Fry	\$36.45	\$35.28	20	\$	705.68
119472	6	14 Oz	Ellingtn	Pan Spray Aerosol (R)	\$37.46	\$34.06	10	\$	340.57
165099	6	5 Lb	Ellingtn	Peanut Butter Creamy	\$70.32	\$62.28	1	\$	62.28
123886	12	50 Oz	Ellingtn	Soup Cream Of Chicken (R)	\$70.98	\$60.65	12	\$	727.77
123887	12	50 Oz	Ellingtn	Soup Cream Of Mushroom (R)	\$81.95	\$64.90	12	\$	778.77
808090	12	50 Oz	Campbell	Soup Tomato (R)	\$62.40	\$53.32	3	\$	159.95
151776	2	10 Lb	Bellacib	Pasta Linguine 10 In	\$30.85	\$25.91	10	\$	259.09
700199	2	10 Lb	Barilla	Pasta Fettuccine	\$40.12	\$33.69	10	\$	336.93
151773	2	5 Lb	Bellacib	Pasta Egg Noodle Med 1/4 In	\$31.80	\$26.70	24	\$	640.91
151772	2	10 Lb	Bellacib	Pasta Elbow Macaroni	\$36.53	\$30.68	9	\$	276.14
151784	12	16 Oz	Bellacib	Pasta Lasagna Ribbed	\$29.68	\$24.93	15	\$	373.98
151780	2	10 Lb	Bellacib	Pasta Rotini Tri Color	\$40.44	\$33.97	8	\$	271.73
151778	2	10 Lb	Bellacib	Pasta Spaghetti Thin 10 In	\$33.49	\$28.13	12	\$	337.50
151786	2	10 Lb	Bellacib	Pasta Penne Rigate	\$37.07	\$31.14	12	\$	373.64
184636	6	#10	Ellingtn	Pudding Banana Rts	\$58.09	\$51.41	9	\$	462.68
184638	6	#10	Ellingtn	Pudding Chocolate Rts	\$58.09	\$51.41	8	\$	411.27

184464	6	108 Oz	Luckylf	Pudding Tapioca Rts	\$66.78	\$59.10	9	\$	531.92
148023	6	#10	Thankyou	Pudding Lemon Rts	\$76.35	\$67.57	9	\$	608.11
123294	6	#10	Ellingtn	Pudding Vanilla Rts	\$58.60	\$51.86	10	\$	518.64
123290	6	#10	Ellingtn	Pudding Butterscotch Rts	\$62.68	\$55.48	10	\$	554.77
674654	84	1.5 Oz	Hid Valy	Dressing Pc French (R)	\$28.85	\$25.38	15	\$	380.63
674176	200	7/16 Oz	Kraft	Dressing Pc Italian Fat Free	\$34.66	\$30.49	15	\$	457.33
674146	200	12 Gm	Ppi	Dressing Pc Ranch Buttermilk	\$29.33	\$25.80	28	\$	722.27
164879	60	1.5 Oz	Ellingtn	Dressing Pc Thousand Island	\$20.35	\$17.90	12	\$	214.77
146968	1000	9 Gr	1906	Ketchup Individual 9 Gram Pc	\$23.10	\$20.23	12	\$	242.73
170887	200	5.5 Gr	Ellingtn	Mustard Pc Pouch 200 Ct	\$9.84	\$7.81	12	\$	93.68
170886	200	12 Gr	Ellingtn	Mayonnaise Pc Foil Pouch	\$24.45	\$20.34	12	\$	244.09
170888	200	12 Gr	Ellingtn	Sauce Tartar Pc	\$18.18	\$15.99	9	\$	143.90
674107	200	9 Gr	Heinz	Relish Pc Sweet	\$23.80	\$20.93	9	\$	188.39
674746	100	1 Oz	Kraft	Sauce Pc Sweet & Sour Cup	\$28.28	\$24.88	15	\$	373.13
170894	200	.5 Oz	Ellingtn	Jelly Pc Assorted Cup	\$22.96	\$20.19	60	\$	1,211.59
170314	200	.75 Oz	Jif	Peanut Butter Pc Cups	\$54.59	\$44.18	10	\$	441.82
799322	96	1 Oz	Genmills	Cereal Bowl Cinnamon Toast	\$63.61	\$54.89		\$	-
772422	96	1.42 Oz	Cheerios	Cereal Bar Cheerios Strawberry (R)	\$49.29	\$41.99		\$	-
108117	96	1 Oz	Genmills	Cereal Cup Cheerios	\$63.68	\$54.94	20	\$	1,098.86
772421	96	1.42 Oz	Genmills	Cereal Bar Cinn Toast Crunch (R)	\$48.90	\$41.66		\$	-
772420	96	1.42 Oz	Cocopuff	Cereal Bar Cocoa Puff (R)	\$48.90	\$41.66		\$	-
799321	96	1 Oz	Genmills	Cereal Bowl Cheerios Honey Nut	\$64.06	\$55.27	20	\$	1,105.45
112455	96	1.42 Oz	Genmills	Cereal Bar Golden Graham (R)	\$49.29	\$41.99	20	\$	839.77
799036	96	.95 Oz	Genmills	Cereal Bowl Asst Wholesome	\$73.19	\$63.15		\$	-
799091	96	.89 Oz	Kelloggs	Cereal Bowl Asst Favorite 7Var (R)	\$71.13	\$61.38		\$	-
799031	96	1.25 Oz	Kelloggs	Cereal Bowl Raisin Bran (R)	\$59.57	\$51.40	20	\$	1,027.95
799013	96	1 Oz	Kelloggs	Cereal Bowl Frosted Mini Wheat (R)	\$56.34	\$48.61		\$	-
799027	96	1 Oz	Genmills	Cereal Bowl Lucky Charms	\$64.06	\$55.27		\$	-
799853	96	1 Oz	M O M	Cereal Bowl Crispy Rice	\$37.93	\$32.73	20	\$	654.55
799849	96	.75 Oz	M O M	Cereal Bowl Tootie Fruities	\$37.93	\$32.73		\$	-
799047	60	1.91 Oz	Kelloggs	Cereal Cup Assorted 8 Var (R)	\$86.59	\$74.72		\$	-
799865	60	1.8 Oz	Genmills	Cereal Cup Asst Family 6 Var (R)	\$90.98	\$78.50		\$	-
799852	96	1 Oz	M O M	Cereal Bowl Frosted Flakes	\$37.93	\$32.73		\$	-

102564	24	1.69 Oz	Quaker	Cereal Oatmeal Cup Maple Brown	\$35.34	\$30.49		\$ -
102565	24	1.51 Oz	Quaker	Cereal Oatmeal Cup Apple	\$35.34	\$30.49		\$ -
129768	12	12 Ct	CrmoFWht	Cereal Cream Of Wheat Instant	\$78.31	\$72.00	20	\$ 1,440.00
407119	72	2 Oz	Thomas	Muffin English Whole Wheat	\$35.14	\$31.00	12	\$ 372.00
407242	162	.9 Oz	Chef P	Muffin Mini Variety Pack (R)	\$61.08	\$53.89	36	\$ 1,939.91
401043	72	2.47 Oz	Pillsbry	Waffle Mini Blueberry Iw Wg (R)	\$60.33	\$53.23	60	\$ 3,193.64
108691	72	2.64 Oz	Eggo	Waffle Eggo Mini Cinnamon (R)	\$54.47	\$48.06	60	\$ 2,883.41
394306	6	38 Oz	Rotellas	Bread Wheatberry Thick Sl	\$36.31	\$32.69	15	\$ 490.40
115854	10	28.5 Oz	Europnbk	Bread Cinnamon Raisin	\$74.56	\$65.78	15	\$ 986.76
115608	1	6 Lb	Spicecls	Chili Powder	\$36.45	\$30.21	8	\$ 241.67
775027	1	1.35 Oz	McCormick	Chive Freeze Dried	\$11.18	\$9.67	8	\$ 77.40
774060	1	18 Oz	Spicecls	Cinnamon Ground	\$8.14	\$6.74	8	\$ 53.95
774044	1	16 oz	McCormick	Cloves ground	\$33.83	\$28.03	6	\$ 168.21
774054	1	14 Oz	McCormick	Cumin Comino Ground	\$15.17	\$12.57	10	\$ 125.70
115611	1	6.5 Lb	Spicecls	Garlic Granulated	\$45.84	\$37.99	32	\$ 1,215.63
104933	1	5.25 Lb	Gransabr	Garlic Powder	\$34.58	\$28.14	20	\$ 562.79
137488	1	12.5 Oz	McCormick	Ginger Ground	\$19.80	\$16.41	8	\$ 131.26
774230	1	1 Lb	McCormick	Turmeric	\$3.51	\$2.91	8	\$ 23.26
774121	1	16 Oz	Colman	Mustard Powder Dry	\$20.12	\$16.67	3	\$ 50.02
774125	1	1 Lb	McCormick	Nutmeg Ground Fancy	\$26.28	\$21.78	6	\$ 130.67
S/O	6	24 Oz	Frshgour	Dehydrated Onion				\$ -
774137	1	20 Oz	McCormick	Onion Powder	\$12.30	\$10.20	9	\$ 91.78
774032	1	1.5 Lb	McCormick	Oregano Leaf	\$15.46	\$12.81	9	\$ 115.33
774512	1	17 Oz	McCormick	Paprika Smoked	\$22.38	\$18.55	9	\$ 166.92
774723	1	10 Oz	Spicecls	Parsley Flakes	\$9.95	\$8.60	9	\$ 77.44
165162	1	5 Lb	Gransabr	Pepper Black Table Grind	\$52.44	\$43.47	9	\$ 391.19
774030	1	1 Lb	McCormick	Celery Seed	\$13.69	\$11.35	6	\$ 68.09
774080	1	28 Oz	McCormick	Pepper Lemon Seasoning	\$18.84	\$15.62	9	\$ 140.55
774173	1	3.25 Lb	McCormick	Pepper Red Crushed	\$50.41	\$41.78	9	\$ 376.01
774169	1	14 Oz	McCormick	Pepper Cayenne Ground	\$12.22	\$10.13	6	\$ 60.77
774898	1	18 Oz	Spicecls	Pepper White Ground	\$19.46	\$16.13	6	\$ 96.77
142210	1	25 Lb	Tru-Flo	Salt Iodized Table	\$10.32	\$8.48	10	\$ 84.77
774191	1	11 Oz	McCormick	Sage Ground	\$26.78	\$22.20	9	\$ 199.78

101922	1	16 Oz	McCormick	Sesame Seed Hulled	\$10.02	\$8.30	6	\$	49.81
774218	1	3.5 Oz	McCormick	Tarragon Leaf Whole	\$17.14	\$14.21	6	\$	85.26
774084	1	4 Oz	McCormick	Marjoram Leaf	\$26.70	\$11.20	6	\$	67.19
172718	1	28 Oz	Durkee	Seasoning Italian	\$34.52	\$30.00	9	\$	270.00
204195	1	20 Oz	Dallesan	Curry Powder Vadouvan 20Oz	\$32.24	\$26.72	6	\$	160.33
774223	1	27.5 Oz	McCormick	Thyme Leaf Whole	\$47.58	\$39.43	6	\$	236.58
774759	1	8 Oz	Spicecls	Bay Leaf	\$14.23	\$11.79	6	\$	70.74
774369	1	22 Oz	McCormick	Basil Leaf	\$31.27	\$25.92	6	\$	155.51
774062	1	5 Oz	McCormick	Dill Weed	\$18.38	\$15.23	9	\$	137.09
124170	4	1 Gal	Ellingtn	Extract Vanilla Imitation (R)	\$22.42	\$16.64	9	\$	149.76
660714	1	24 Oz	McCormick	Seasoning Taco	\$15.46	\$12.81	12	\$	153.77
108142	1	1 Oz	Saffrant	Saffron Pure 100%	\$90.72	\$75.19	6	\$	451.12
791017	6	5 Lb	Hershey	Cocoa Baking	\$251.78	\$231.22	1	\$	231.22
009130	1	5 Lb	Packer	Apple Dried Ring	\$63.65	\$54.55	1	\$	54.55
132533	2	1 Gal	Kens	Dressing White Balsamic Vngrt	\$58.18	\$51.17	10	\$	511.70
686206	4	128 Flo	Roland	Cooking Wine Burgundy	\$65.74	\$59.41	3	\$	178.23
S/)	4	1 Gal	Ambrosia	Cooking Wine Marsala	\$0.00	\$0.00		\$	-
799234	4	35 Oz	Hosptlty	Cereal Bulk Corn Flakes	\$23.05	\$19.89	6	\$	119.32
640345	6	2 Lb	Elgtncof	Coffee Traditional Ground	\$121.99	\$109.98	24	\$	2,639.44
204843	1	250 Ct	Pactiv	Cutlery Kit F,S,Nap Mw	\$30.34	\$23.53	12	\$	282.35
144183	6	1 Gal	Essntial	Bleach Keith Ultra	\$25.25	\$21.35	15	\$	320.28
840120	4	125 Ct	Earth Ch	Plate Oval Molded Fiber	\$260.61	\$202.11	9	\$	1,818.95
104340	1	500 Ct	Ultrackr	Cup Plas 10 Oz Clear Iw	\$127.42	\$105.49	8	\$	843.95
175912	20	50 Ct	Dart	Cont Foam 8 Oz Squat	\$40.78	\$35.35	24	\$	848.47
815818	5	250 Ct	Essntial	Cup Plas Souffle 4 Oz Trans	\$29.44	\$22.27	30	\$	668.12
204245	20	50 Ct	Conserve	Lid Plas Cont 8Oz Pp	\$57.15	\$50.98	24	\$	1,223.44
196271	20	125 Ct	Pac Link	Lid Plas Souffle 3.25 - 5.5 Oz	\$59.91	\$49.60	30	\$	1,488.00
815809	10	250 Ct	Essntial	Cup Plas Souffle 2 Oz Trans	\$33.62	\$26.18	3	\$	78.53
130860	20	125 Ct	Dart	Lid Plas Souffle 1.5-2-2.5 Oz	\$31.21	\$25.84	3	\$	77.51
883960	10	100 Ct	Essntial	Glove Poly Stretch Med Clear	\$36.13	\$29.74	18	\$	535.34
879328	8	25 Ct	Essntial	Liner Trash 56 Gal Clear	\$0.00	\$0.00		\$	-
883775	10	100 Ct	Tronex	Glove Latex Large Pf	\$83.77	\$74.72	18	\$	1,344.92
875395	1	250 Ct	Zipgards	Bag Reclosable 1 Gallon Zip	\$19.83	\$17.44	15	\$	261.53

875423	1	500 Ct	Zipgards	Bag Reclosable Quart Zip 7X8	\$24.04	\$21.14	12	\$	253.69
875005	1	1000 Ct	Specialt	Bag Sandwich Open 2 Side	\$23.44	\$20.61	15	\$	309.18
116610	1	Roll	Esstntial	Film 18X2000 Clear Wrap	\$36.63	\$34.12	18	\$	614.12
116607	1	Roll	Esstntial	Foil 18X500 Roll Heavy Duty	\$64.47	\$54.14	30	\$	1,624.24
880155	12	100 Ct	Hoffmast	Napkin Dinner White 17 X 17	\$108.12	\$88.27	18	\$	1,588.87
114428	1	500 Ct	Duro	Bag Paper Groc Brn 6#	\$25.89	\$22.76	30	\$	682.94
163104	1	1000 Ct	Paterson	Liner Pan 16X24 Quilon	\$61.47	\$53.29	9	\$	479.65
640040	1	1000 Ct	Bunn	Filter Coffee 1/2 Gal Brew	\$28.31	\$20.67	3	\$	62.01
118167	5	1000 Ct	Handgard	Stirrer 7.5 In Wood	\$40.58	\$33.60	6	\$	201.60
883710	1	144 Ct	Disco	Hair Net Dark Brown Light Wgt	\$19.60	\$16.99	12	\$	203.86
885043	24	21 Oz	Ajax	Cleanser Ajax Scouring Powder	\$41.57	\$33.73	9	\$	303.56
201902	1	1000 Ct	Esstntial	Bag Plas T Shirt White Eleo	\$25.09	\$22.06	8	\$	176.47
183913	1	100 Ct	Hfa	Pan Alum Steam Table Half	\$54.22	\$48.36	12	\$	580.38
139687	1	50 Ct	Esstntial	Pan Alum Steam Table Full Deep	\$81.62	\$72.80	12	\$	873.60
887006	4	1 Gal	Esstntial	Soap Dish Blue Liquid	\$96.98	\$83.89	32	\$	2,684.61
887056	1	5 Gal	Esstntial	Detergent Speed Clean	\$153.78	\$136.54	18	\$	2,457.74
887078	1	5 Gal	Esstntial	Rinse Aid Fast Dry	\$207.03	\$179.09	18	\$	3,223.69
885916	1	5 Gal	Ssdc	Sanitizer Dish & Laundry	\$93.09	\$80.53	15	\$	1,207.94
887015	4	1 Gal	Esstntial	Soap Pink Lotion	\$69.03	\$59.72		\$	-
888062	10	8 Ct	Esstntial	Grill Screen 4.5 X 5.5	\$32.31	\$28.60	12	\$	343.20
881032	30	100 Sht	Pac Blue	Towel Roll 2 Ply Wht 100 Sheet	\$62.02	\$51.06	6	\$	306.35
998067	1			Soi 8 998067	\$0.00	\$0.00		\$	-
183282	6	12 Ct	Acs	Scrubber Stainless Steel	\$46.19	\$31.32	8	\$	250.54
873069	24	500 Ct	Primesrc	Straw 7.75In Clear	\$110.94	\$91.85	4	\$	367.39
881017	16	250 Ct	Pac Blue	Towel Multifold Nat 9.5X9.25	\$48.23	\$39.71	12	\$	476.47
885020	4	1 Gal	Esstntial	Degreaser Cleaner	\$68.12	\$58.93	16	\$	942.87
875032	1	2000 Ct	Ecocraft	Bag Sandwich 1 Side Open	\$59.73	\$52.52	5	\$	262.59
885904	1	100 Ct	Franklin	Test Strip Chlorine Sanitizer	\$2.89	\$2.48	6	\$	14.89
193628	1	Roll	Daymark	Test Strip Chlorine Sanitizer (C)	\$19.82	\$17.04	12	\$	204.42
								\$	-
Ln: 384					Gross Wgt: 0.0	\$0.00			

City of Las Cruces Purchasing
RFP No. 24-25-021 Senior Nutrition Program

Product Listing
(Estimated quantities are per six-month period)

Company Name
Address
City, State Zip
Phone
Email

ITEM	DESCRIPTION	EST. QTY	CLC PREFERRED PACKAGING	RESPONDENT'S PACKAGING	MFR./BRAND NAME	DISCOUNT %
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DAIRY

1	Whipped Topping Aerosol Can	3 CS	12/can Per CS	12/13oz	Dairy Pur	6.000
2	Cheese Parmesan Grated	10 CS	2-5Lb. Bags Per CS	2/5 lb	Bellacib	6.000
3	Cheese Parmesan Shredded	10 CS	2-5Lb. Bags Per CS	2/5lb	Belgiolo	6.000
4	Evaporated Milk	12 CS	48-12oz. cans Per CS	24/12 Oz	Velvet	8.000
5	Butter Solids	32 CS	30-1Lb. Per CS	36/1lb.	GrassInd	6.000
6	Butter Individual	32 CS	600 Each Per CS	1000/.27oz	GrassInd	6.000
7	Sour Cream Individual PKG	20 CS	200 Each Per CS	100/1oz	Daisy	6.000
8	Milk-Low Fat 1%	360 CS	50-1/2 Pints Per CS	50/1/2/pint	CreamInd	6.000
9	Milk-Low Fat 2%	1250 CS	50-1/2 Pints Per CS	50/1/2/pint	CreamInd	6.000

10	Milk-Low Fat Chocolate 1%	320 CS	50-1/2 Pints Per CS	50/1/2/pint	CreamInd	6.000
11	Sour Cream-Cultured	15 CS	2/5# Per CS	2/5lb	Frsh/Kth	6.000
12	Cottage Cheese	15 CS	2/3# Per CS	2/5lb	Frsh/Kth	6.000
13	Yogurt W/Fruit Assorted Flavors	500 CS	48/4oz Per CS	48/4oz	Light&Ft	6.000
14	Yogurt-Plain-Low Fat	12 CS	6/32oz Per CS	6/32oz Per CS	Danon	6.000
15	Sherbet-Individual/Assorted Flavors	30 CS	72/3oz Per CS	48/4oz	Blueribb	6.000
16	Ice Cream Individual/Assorted Flavors	30 CS	72/3oz Per CS	Spec Ord	Spec Ord	6.000
17	American Cheese-Sliced Yellow	10 CS	4-5Lb. Block/Per CS	4-5Lb. Block/Per CS	Gldhrvst	6.000
18	Provolone slices	10 CS	4-5Lb. Block/Per CS	6/1.5lb	Bellacib	6.000
19	Cheddar Cheese Block	20 Blocks	40# Average/Per Block	0# Average/Per Bloc	Glanbia	6.000
20	Colby – Cheese	20 CS	13# Average/Per CS	2/5lb	Grnbaych	6.000

21	Monterey Jack Cheese Shredded	70 CS	4-5Lb Bags/Per CS	4-5Lb Bags/Per CS	Greatlak	6.000
22	Mozzarella Cheese –Low Fat	70 Blocks	6# Average Block	8/6lb	Bellacib	6.000
23	Swiss-Cheese	10 CS	6-8# Average	2/8lb	Greatlak	6.000

FRESH EGGS

24	Hard Boiled, Cooked & Peeled Eggs- Large Grade AA	150CS	12/12 ct/ cs	12/12 ct/ cs	Papettis	6.000

FRESH PRODUCE

25	Garlic Cloves, Peeled, Fresh	4 bags	24 oz/bag	1/5lb	Mrkn/Rss	8.000

FROZEN FOODS

26	English Muffins-Plain, Frozen	50 CS	72 each Per CS	72 each Per CS	Thomas	6.000
27	Croissants-Frozen	200 CS	96-1oz Per CS	100/1.25oz	Pillsbry	6.000
28	Biscuit-Frozen	50 CS	120/1oz Per CS	175/1oz	Pillsbry	6.000
29	Asparagus Spears-Frozen	60 CS	6/2.5# Per CS	6/2.5lb	Mrkn/Fc	6.000
30	Green Beans-Cut-Frozen	60 CS	12/2# Per CS	12/2lb	Mrkn/Fc	6.000

31	Green Beans Whole Premium Frozen	60 CS	12/2# Per CS	12/2lb	Mrkn/Fc	6.000
32	Broccoli –Florets-Frozen	80 CS	12/2# Per CS	12/2lb	Mrkn/Fc	6.000
33	Broccoli Spears-Frozen	20 CS	12/2.5# Per CS	12/2lb	Mrkn/Fc	6.000
34	Brussels Sprouts-Frozen	80CS	12/2# Per CS	12/2lb	Mrkn/Fc	6.000
35	Baby Carrots-Frozen	60 CS	12/2# Per CS	12/2lb	Mrkn/Fc	6.000
36	Carrots-Sliced-Frozen	60 CS	12/2# Per CS	12/2lb	Mrkn/Fc	6.000
37	Cauliflower-Frozen	60 CS	12/2# Per CS	12/2lb	Mrkn/Fc	6.000
38	Corn-Kernels-Frozen	60 CS	12/2.5# Per CS	12/2.5# Per CS	Mrkn/Fc	6.000
39	Corn-Chuck wagon Blend-Frozen	30 CS	12/2# Per CS	12/2# Per CS	Simplegd	6.000
40	Island Blend-Frozen	30 CS	6/4# Per CS	Spec Ord	Spec Ord	6.000
41	Peas-Green-Frozen	32 CS	12/2.5# Per CS	12/2.5# Per CS	Mrkn/Fc	6.000

42	Peas & Carrots-Frozen	24 CS	12/2.5# Per CS	12/2.5# Per CS	Mrkn/Fc	6.000
43	Spinach-Leaf-Frozen	20 CS	12/3# Per CS	12/3# Per CS	Mrkn/Fc	6.000
44	Squash-Yellow Sliced-Frozen	15 CS	12/3# Per CS	12/2lb	Mrkn/Fc	6.000
45	Squash-Zucchini Sliced-Frozen	30 CS	12/3# Per CS	12/2lb	Mrkn/Fc	6.000
46	Winter Mix Broccoli & Cauliflower Blend-Frozen	60 Cs	12/2# Per CS	12/2lb	Simplot	6.000
47	Normandy Blend-Frozen	60 cs	12/2# Per CS	6/4#	Flavrpac	6.000
48	California Blend-Frozen	30 CS	12/2# Per CS	12/2# Per CS	Simplegd	6.000
49	Capri Blend-Frozen	30 CS	12/2# Per CS	1/20lb	Mrkn/Fc	6.000
50	5-Way mix Vegetables-Frozen	80 CS	12/2.5# Per CS	12/2.5# Per CS	Mrkn/Fc	6.000
51	Italian Mix Vegetables-Frozen	24 CS	12/2# Per CS	12/2# Per CS	Mrkn/Fc	6.000
52	Oriental Mix Vegetables-Frozen	20 CS	12/2# Per CS	12/2# Per CS	Mrkn/Fc	6.000

53	Stir Fried Vegetables-Frozen	20 CS	6/2# Per CS	6/2.5lb	Roastwrk	6.000
54	Egg Rolls-Vegetables-Frozen	32 CS	60-3oz Per CS	72/3oz	Gldntigr	6.000
55	Ravioli With Cheese (Approx 200/PKG.)	20 CS	10Lb. PKG Per CS	2/5lb	Louisafd	6.000
56	Potato-Tater Tots-Frozen	15 CS	6/5# Per CS Per CS	6/5lb	Lamb Sup	6.000
57	Potato French Fries -Frozen	9 CS	6/5# Per CS	6/5lb	Ellingtn	6.000
58	Green Chile-Chopped-Frozen	36 CS	5/5# Per CS	5/5lb	Bueno	6.000
59	Red Chile Puree-Frozen	36 CS	8/56oz Per CS	6/56oz	Bueno	6.000
60	Strawberries-Sliced-Frozen	8 CS	6/6.5# Per CS	6/6.5lb	Mrkn/Fc	6.000
61	Apple Pie -Frozen	6 CS	6 /46 oz Per CS	6/46oz	Chef P	6.000
62	Pecan Pie-Frozen	6 CS	6/Pies Per CS	6/36oz	Chef P	6.000
63	Pumpkin Pie Unbaked-Frozen	20 CS	6/46oz Per CS	6/43oz	Chef P	6.000

64	Chocolate Chips/Cookies/Frozen	3 CS	240-1.5oz Per CS	240/1.33oz	Swt Disc	6.000
65	Macadamia Nut Cookies/Frozen	3 CS	240-1.5oz Per CS	210/1.5oz	Richs	6.000
66	Oatmeal Raisins Cookies Frozen	3 CS	240-1.5oz Per CS	213/1.5oz	Hopes	6.000
67	Peanut Butter Cookies Frozen	3 CS	240-1.5oz Per CS	213/1.5oz	Hopes	6.000
68	Sugar Cookies	3 CS	240-1.5oz Per CS	240/1.5oz	Spunkmyr	6.000
69	Lemon Bars, Frozen	40 cs	4-8X12" Sheets CS	4/38oz	Swt Strt	6.000
70	Lasagna Noodles, Frozen 8X10" sheets	15 cs	11LB CS	32/5oz	Bernardi	6.000
71	Red Tamale, Cooked	78 dz	1 dozen	12/2oz	Bueno	6.000
72	Beef Ravioli	20 cs	2/8Lb Average	2/5lb	Bernardi	6.000
73	Chile Relleno	35 CS	36/3.4 oz Per CS	36/3.5oz	Picoso	6.000
74	Fajita Vegetables- Bell Pepper/onions, Frozen	30	6/4 lb/ cs	6/2lb	Mrkn/Fc	6.000

MEAT AND POULTRY

75	Corned Beef Brisket-Raw	350 Lbs	3 each Per CS	2/15-23#	Ellingtn	6.000
76	Corned Beef Brisket Cooked	350 Lbs	2/8Lb Per CS	2/7lb	Armour	6.000
77	Beef Fajita Strip Marinated-Raw .5x.5x2.5	650 Lbs	4/5# Per CS	2/5lb	Deen	6.000
78	Ground Beef -85% Lean No Additives	1200 Lbs	8-10# Per CS	8-10# Per CS	Packer	6.000
79	Ground Beef Patties 4/1	240 Lbs	10LB Per CS	40/4oz	Winn	6.000
80	Beef Liver 40/3oz	160 Lbs	10LB Per CS	10LB Per CS	lbp	6.000
81	Beef Meatballs-1oz	150 Lbs	10LB Per CS	10LB Per CS	Syracuse	6
82	Beef Top Round/Choice	1500 Lbs	3 Each Per CS	3 Each Per CS	1855	6.000
83	Salisbury Steak 5/1	1000 Lbs	114/3oz Per	114/3oz	Advancep	6.000
84	Chicken Fried Steak 4/1	220 Lbs	40/3oz Per CS	143/3.35ea	Advancep	6.000
85	Diced Stew Meat Beef-Raw 1/2 in	1500 Lbs	10Lb Per CS	2/5lb	Kvpc	6.000

86	Beef Brisket Raw	600 Lbs	70Lb Average	4/15lb	1855.000	6.000
87	Beef Frankfurter- 5x1	180 Lbs	50/ Per 10Lb	2/5lb	Tx Chili	6.000
88	Chicken Breast Random-Raw	750 Lbs	4/10Lb	4/10Lb	Packer	6.000
89	Chicken Breast Skinless	2400 Lbs	24/4oz Per CS	2/5lb	Tyson	6.000
90	Chicken Fajita Strip Marinated Raw .5x.5x2.5	900 Lbs	4/5# Per CS	2/5lb	Carls	6.000
91	Diced Chicken, Cooked, Boneless	200 Lbs	10 lb	2/5lb	Waynefrm	6.000
92	Chicken Thigh IQF 96 PCS	1200 Lbs	21.5Lb Per CS	96/5.2oz	Tyson	6.000
93	Polish Sausage	100Lbs	4/10Lb Per CS	4/4oz	Margher	6.000
94	Chicken Country Style Breaded	160 Lbs	40/3.5oz Per CS	32/4.5oz	Ranchsup	6.000
95	Chicken Cordon Bleu	400 Lbs	36/4oz Per CS	36/4oz	Barber	6.000
96	Chicken Strip Tenders/White Meat	250 Lbs	10Lb Per CS	2/5lbs	Koch	6.000

97	Fish Cod Fillet Unbreaded	800 Lbs	10/5Lb Per CS	1/10lb	Trident	6.000
98	Fish Pollock Atlantic Raw	1200 Lbs	10/5Lb Per CS	2/5lb	Entreere	6.000
99	Fish Salmon-Pink Can	15 CS	6/4lb can Per CS	6/64oz	Chicsea	6.000
100	Fish Salmon Filets	30 CS	36/4oz Per CS	1/10lb	Admiral	6.000
101	Fish –Shrimp –CKD Medium	400 Lbs	2/5Lb Per CS	5/2lb	Admiral	6.000
102	Fish Tuna-Light Water Can	18 CS	6/4Lb Per CS	6/66.5oz	Ewimport	6.000
103	Pork Bacon	250 Lbs	15LB Per CS	15LB Per CS	Smithfld	6.000
104	Pork Chops Raw 4/1	850 Lbs	10Lb Per CS	40/4oz	Eagleroc	6.000
105	Diced Pork Cubed .5x.5	550 Lbs	10Lb Per CS	10Lb Per CS	Eagleroc	6.000
106	Pork Loin-Lean, Boneless	1200 Lbs	2/9Lb Per CS	6/8lb	Hatfield	6.000
107	Pork Pepperoni	100 Lbs	12Lb Average	2/12.5lb	Margher	6.000

108	Pork Boneless Country Style Rib	100 Lbs	12Lb Average	14/10oz	Hatfield	6.000
109	Pork Sausage	180 Lbs	10Lb Average	2/6lb	Smithfld	6.000
110	Turkey Breast Cooked	400 Lbs	2/9Lb Average	2/9Lb Average	Natchoic	6.000
111	Carne Asada Meat, Diced/Strip	200 Lbs	10Lb Per CS	10Lb Per CS	Gransabr	6.000
112	Turkey Ground Raw	180 Lbs	2/10Lb Per CS	2/10Lb Per CS	Butterbl	6.000
113	Chicken Fried Chicken, Cooked Fritters, 3-4 oz	84 cs	40/CS	Spec Ord	Spec Ord	6.000
114	Bacon Bits, Real, Cooked	15 cs	10LB CS	6/1lb	Redibits	6.000
115	Turkey Ham Cured, ready to eat Diced	180 Lbs	10Lb Average	4/5lb	Jennie O	6.000
116	Turkey Roast Raw	1000 Lbs	2/9Lb Per CS	2/16lb	Packer	6.000

STAPLE FOODS

117	Apples-Slices In Water, Solid Packed; US Grade A	10 CS	6/#10 cans	6/#10 cans	Kth/Valy	6.000
118	Applesauce-Sweet, US Grade A	12 CS	6/#10 cans	6/#10 cans	Ellingt	6.000

119	Apricot Halves In Light Syrup US Grade A	12 CS	6/#10 cans	6/#10 cans	Ambrosia	6.000
120	Cranberry Sauce –Whole US Grade A	3 CS	6/#10 cans	6/#10 cans	Oceanspr	6.000
121	Cranberry Sauce –Jellied US Grade A	6 CS	6/#10 cans	6/#10 cans	Oceanspr	6.000
122	Fruit Cocktail –Light Syrup US Grade A	12 CS	6/#10 cans	6/#10 cans	Kth/Valy	6.000
123	Applesauce- Unsweet	12 CS	6/#10 cans	6/#10 cans	Ellingtn	6.000
124	Tropical Fruit In Light Syrup US Grade A	15 CS	6/#10 cans	6/#10 cans	Ewimport	6.000
125	Orange-Mandarin Whole Segments In Juice US Grade A	12 CS	6/#10 cans	6/#10 cans	Ewimport	6.000
126	Peaches –Slices In Light Juice US Grade A	15 CS	6/#10 cans	6/#10 cans	Kth/Valy	6.000
127	Peaches-Diced In Light Syrup US Grade A	12 CS	6/#10 cans	6/#10 cans	Ewimport	6.000
128	Pears-Diced In Own Juice US Grade A	12 CS	6/#10 cans	6/#10 cans	Orchardn	6.000
129	Pineapple –Slices In Juice US Grade A	10 CS	6/#10 cans	6/#10 cans	Ewimport	6.000

130	Pineapple Chunks In Juice US Grade A	12 CS	6/#10 cans	6/#10 cans	Ewimport	6.000
131	Pineapple Tidbits In Juice US Grade A	15 CS	6/#10 cans	6/#10 cans	Ewimport	6.000
132	Pineapple Crushed In Juice US Grade A	10 CS	6/#10 cans	6/#10 cans	Ewimport	6.000
133	Plums-Purple In Heavy syrup US Grade A	12 CS	6/#10 cans	6/#10 cans	Carbotrl	6.000
134	Coconut-Shredded, US Grade A	4 CS	5/2Lb bags	12/8oz	Lets Do	6.000
135	Pumpkin-Solid Pack US Grade A	6 CS	6/#10 cans	6/#10 cans	Ellingtn	6.000
136	Raisins-Seedless, Select-Bulk US Grade A	3 CS	30 Lb/CS	1/30lb	Woodland	6.000
137	Lemon Juice 32oz Units	4 CS	12-32oz	8/48oz	Realemon	6.000
138	Lime Juice	3 CS	4-Gallon/CS	4/1gal	Mrkn/Rss	6.000
139	Tomato Juice can-12/46oz US Grade A	3 CS	12 cans/CS	12/46oz	Ellingtn	6.000
140	Apple Juice	120 CS	48-5.5oz to 6oz	96/4oz	Lyons	6.000

141	Cranberry Juice	120 CS	48-5.5oz to 6oz	48/5.5oz	Rubykist	6.000
142	Grape Juice	120 CS	48-5.5oz to 6oz	70/4oz	Ard Frm	6.000
143	Pineapple Juice	120 CS	48-5.5oz to 6oz	48-5.5oz to 6oz	Dole	6.000
144	V8 Vegetable Juice	120 CS	48-5.5oz to 6oz	48-5.5oz to 6oz	V8	6.000
145	Tomato Juice	100 cs	48-5.5oz to 6oz	48-5.5oz to 6oz	Cambell	6.000
146	Grapefruit Juice	30 CS	48-5.5oz to 6oz	48-5.5oz to 6oz	Rubykist	6.000
147	Prune Juice	100 CS	48-5.5oz to 6oz	96/4oz	Lyons	6.000
148	Orange Juice	120 CS	48-5.5oz to 6oz	96/4oz	Lyons	6.000
149	Apple Pie Filling –Ready to use US Grade A	3 CS	6/#10 cans	3/#10 cans	Ellingtn	6.000
150	Blueberry Pie Filling –Ready to use US Grade A	8 CS	6/#10 cans	3/#10 cans	Ellingtn	6.000
151	Cherry Pie Filling –Ready to use US Grade A	8 CS	6/#10 cans	3/#10 cans	Ellingtn	6.000

152	Peach Pie Filling –Ready to use US Grade A	3 CS	6/#10 cans	3/#10 cans	Ellingtn	6.000
153	3 Bean Salad; US Grade A	6 CS	6/#10 cans	6/#10 cans	Veg-All	6.000
154	Beets-Plain, Diced in Juice US Grade A	12 CS	6/#10 cans	6/#10 cans	Ellingtn	6.000
155	Hominy-White, US Grade a	16 CS	6/#10 cans	6/#10 cans	Allens	6.000
156	Mushrooms-Stems& Pieces US Grade A	10 CS	6/#10 cans	6/#10 cans	Celebrty	6.000
157	Olives, Ripe Black Pitted US Grade A	5 CS	6/#10 cans	6/#10 cans	Ewimport	6.000
158	Pimientos-Diced 28oz	8 CS	24-28oz cans/CS	24/7oz	Dunbar	6.000
159	Garlic Chopped In Water	6 CS	6-32oz Quarts/CS	6-32oz Quarts/CS	Italrose	6.000
160	Dill Pickled-Relish US Grade A	8 CS	12/per CS	4/1gal	Ellingtn	6.000
161	Sweet Pickled –Relish US Grade A	8 CS	4-Gallon/CS	4/1gal	Kth/Valy	6.000
162	Dill Pickled-Slices, US Grade A	8 CS	4-Gallon/CS	4/1gal	Ellingtn	6.000

163	Chow Mein Noodles	8 CS	6/#10 cans	6/24oz	Lachoy	6.000
164	Sauerkraut-Shredded US Grade A	6 CS	6/#10 cans	6/#10 cans	Ellingtn	6.000
165	Sweet Potato In Syrup/cans	10 CS	6/#10 cans	6/#10 cans	Allens	6.000
166	Potato Instant Granules, US Grade A	15 CS	6/#10 cans	6/5.31lb	Basic	6.000
167	Potato –Dehydrated slices, US Grade A	6 CS	4-5 Lb. Bags/CS	4/5lb	Basic	6.000
168	Tomato Catsup #10 US Grade A	10	6/#10 cans	6/#10 cans	1906	6.000
169	Tomatoes-Diced-In Juice US Grade A	6	6/#10 cans	6/#10 cans	Ellingtn	6.000
170	Tomato Paste-can US Grade A	8 CS	6/#10 cans	6/#10 cans	Ellingtn	6.000
171	Crushed- Red Tomatoes US Grade A	10 CS	6/#10 cans	6/#10 cans	Bellorto	6.000
172	Marinara Sauce-can US Grade A	12 CS	6/#10 cans	6/#10 cans	Bellacib	6.000
173	Tomato Sauce-can US Grade A	12 CS	6/#10 cans	6/#10 cans	Ellingtn	6.000

174	Molasses-cane US Grade A	2 CS	4/1gallon CS	4/1gallon CS	Grandma	6.000
175	Baking Powder	9 CS	6/5# Per CS	6/5# Per CS	Clabgirl	6.000
176	Baking Soda	4 CS	24/1Lb Per CS	24/1Lb Per CS	Hosptlty	6.000
177	Biscuit Mix	15 CS	6/5Lb. Bags Per CS	6/5Lb. Bags Per CS	Ellingtn	6.000
178	Muffin Mix Fruit	3 CS	6/5Lb. Bags Per CS	6/5Lb. Bags Per CS	Gldhrvst	6.000
179	Carrot Cake Mix	6 CS	6/5Lb. Bags Per CS	4/96oz	Sara Lee	6.000
180	Chocolate Cake Mix	6 CS	6/5Lb. Bags Per CS	6/5Lb. Bags Per CS	Goldmedl	6.000
181	Yellow Cake Mix	8 CS	6/5Lb. Bags Per CS	6/5Lb. Bags Per CS	Contmill	6.000
182	White Cake Mix	8 CS	6/5Lb. Bags Per CS	6/5Lb. Bags Per CS	Contmill	6.000
183	Lemon Cake Mix	8 CS	6/5Lb. Bags Per CS	4/40.3oz	Burry	6.000
184	Spice Cake Mix	8 CS	6/5Lb. Bags Per CS	6/5Lb. Bags Per CS	Goldmedl	6.000

185	Gingerbread Cake Mix	8 CS	6/5Lb. Bags Per CS	6/5Lb. Bags Per CS	Hosptlty	6.000
186	Flour-White-All-Purpose	40 Sacks	50Lb. Sacks	1/25lb	Ellingtn	6.000
187	Whole-Wheat-Flour	20 Sacks	50Lb. Sacks	50Lb. Sacks	Gld Med	6.000
188	Sugar White-Granulated	20 Sacks	50Lb. Sacks	50Lb. Sacks	Western	6.000
189	Brownie Mix	8 CS	6/5Lb. Bags Per CS	6/5Lb. Bags Per CS	Contmill	6.000
190	Cheese Sauce-can	8 CS	6/#10 cans	6/#10 cans	Kth/Valy	6.000
191	Chocolate Chips	6 CS	12/11.5oz Per CS	1/11.5lb	N	6.000
192	Cookie Vanilla Wafer	9 CS	5# Box Per CS	2/2lb	Nillawaf	6.000
193	Cornmeal	10 Sacks	25Lb. Sacks	25Lb. Sacks	Ellingtn	6.000
194	Cornstarch	8 CS	12/1Lb bags Per CS	24/1lb	Argo	6.000
195	Stuffing Mix Uncle Ben's	12 CS	6-3.5Lb Bags Per CS	6/55oz	Mrscubbi	6.000

196	Oatmeal	8 CS	12-42oz Boxes Per CS	2-42oz Boxes Per CS	Quaker	6.000
197	Crackers Saltine 2 each Per PKG	8 CS	500 PKG/Per CS	500 PKG/Per CS	Lance	6.000
198	Individual Potato Chips 1oz	36 CS	104-1oz Bags Per CS	104-1oz Bags Per CS	Lays	6.000
199	Individual Corn Chips 1oz	8 CS	104-1oz Bags Per CS	104-1oz Bags Per CS	Fritos	6.000
200	Corn Chips -16oz	8 CS	8-16oz. Bags Per CS	8-16oz. Bags Per CS	Fritos	6.000
201	Yeast-Dry	6 CS	12-2Lb Bags Per CS	12-2Lb Bags Per CS	Fleischm	6.000
202	Rice-White Long Grain	32 Sacks	25Lb sacks	25Lb sacks	Ellingt	6.000
203	Rice Parboiled	20 Sacks	25Lb sacks	25Lb sacks	Gldhrvst	6.000
204	Brown Rice	8 CS	25 lb bags	25 lb bags	Bensorig	6.000
205	24oz Gelatin-Reds-Assorted Jell-O or Grade A	12 CS	12-24oz Per CS	12-24oz Per CS	Ellingt	6.000
206	24oz Gelatin-Citrus-Assorted Jell-O or Grade A	12 CS	12-24oz Per CS	12-24oz Per CS	Ellingt	6.000

207	Cream-Whip-Imitation Powder	8 CS	12/12oz Per CS	12/15oz	Reddiwip	6.000
208	Creamer-Packet	12 CS	2,000 Per CS	1000/3gr	Keith	6.000
209	Dehydrated Skim Milk	9 Sacks	25Lb Sacks	1/50lb	Red Star	6.000
210	Powdered Sugar	10 CS	12-2Lb Bags Per CS	12-2Lb Bags Per CS	Imperial	6.000
211	Sugar –Brown	10 CS	12-2Lb Bags Per CS	12-2Lb Bags Per CS	Domino	6.000
212	Sugar –Equal Bulk	10 CS	6-1Lb bags Per CS	3/2lb	United	6.000
213	Sugar- Splenda Individual	15 CS	2000/CS	2000/CS	Swtdlite	6.000
214	Sugar Sweet & Low Individual	15 CS	2000/CS	2000/CS	Swtdlite	6.000
215	Sugar Equal-PKG Individual	8 CS	2000/CS	2000/CS	Swtdlite	6.000
216	Sugar PKG Individual	18 CS	2000/CS	2000/CS	Keith	6.000
217	Tea Bulk	12 CS	96/1oz Per CS	192/1oz	Tetley	6.000

218	Powdered Lemonade /Pink	6 CS	12 Bags Per CS	12/24oz	Ellingtn	6.000
219	Gravy Seasoning/Kitchen Bouquet	8 Each	Gallon /Each	12/32oz	K Boquet	6.000
220	Barbeque Sauce CATTLEMAN'S	10 CS	4-Gallon Per CS	4-Gallon Per CS	Catlmens	6.000
221	Soy Sauce KIKKOMMAN	8 CS	4-Gallon Per CS	4-Gallon Per CS	Ellingtn	6.000
222	Sweet & Sour Sauce	12 CS	6-1/2 gallon Per CS	1/1gal	Lachoy	6.000
223	Worcestershire Sauce	3 CS	4-Gallon Per CS	4-Gallon Per CS	Ellingtn	6.000
224	Beef Base-Paste Low Sodium	20 CS	12-1Lb. Jar Per CS	6/1lb	Minors	6.000
225	Chicken Base-Paste Low Sodium	20 CS	12-1Lb. Jar Per CS	6/1lb	Minors	6.000
226	Pecan Pieces	10 Each	3/ 2lb bags per cs	1/5lb	Durham	6.000
227	Honey –Strained	3 CS	6-5Lb. Jar Per CS	1/60lb	Sue Bee	6.000
228	Mini Marshmallows	6 CS	12-1Lb. Bags Per CS	6/16oz	Jetpufed	6.000

229	Walnut Pieces	8 CS	3-2Lb. Bags Per CS	3-2Lb. Bags Per CS	Ellingtn	6.000
230	Almond Slices	4 CS	3-2Lb. Bags Per CS	3-2Lb. Bags Per CS	Ellingtn	6.000
231	Fortune Cookies (Individually Wrapped)	4 CS	500 Per CS	1/350ct	Goldbowl	6.000
232	Cole Slaw Dressing	4 CS	4-Gallon Per CS	4-Gallon Per CS	Ellingtn	6.000
233	Caesar Dressing	8 CS	4-Gallon Per CS	4-Gallon Per CS	Kens	6.000
234	French Dressing	10 CS	4-Gallon Per CS	4-Gallon Per CS	Ellingtn	6.000
235	Italian Dressing	10 CS	4-Gallon Per CS	4-Gallon Per CS	Ellingtn	6.000
236	Ranch Dressing	20 CS	4-Gallon Per CS	4-Gallon Per CS	Ellingtn	6.000
237	Blue Cheese Dressing	3 CS	4-Gallon Per CS	4-Gallon Per CS	Kens	6.000
238	Thousand Island Dressing	4 CS	4-Gallon Per CS	4-Gallon Per CS	Ellingtn	6.000
239	Honey Mustard Dressing	3 CS	4-Gallon Per CS	4-Gallon Per CS	Kens	6.000

240	Mustard-Yellow-Prepared	3 CS	4-Gallon Per CS	4-Gallon Per CS	Kth/Valy	6.000
241	Dijon- Mustard	3 CS	4-Gallon Per CS	6/32oz	Frenchs	6.000
242	Mayonnaise-Light	8 CS	4-Gallon Per CS	4-Gallon Per CS	Kraft	6.000
243	Mayonnaise Heavy Duty	15 CS	4-Gallon Per CS	4-Gallon Per CS	Gldhrvst	6.000
244	Vinegar Cider	2 CS	4-Gallon Per CS	4-Gallon Per CS	Heinz	6.000
245	Vinegar Distilled Gallon	6 CS	4-Gallon Per CS	4-Gallon Per CS	Kth/Valy	6.000
246	Olive Oil	8 CS	4-Gallon Per CS	4-Gallon Per CS	Corfu	6.000
247	Canola Oil Clear	20 CS	5-Gallon Per CS	1/35lb	Kth/Home	6.000
248	Pan Vegetable Spray	10 CS	6-14oz cans Per CS	6/14oz can	Ellingtn	6.000
249	Peanut Butter	6 Each	5Lb. each Jars	6/5lb	Ellingtn	6.000

250	Cream of Chicken	12 CS	12/50oz cans Per CS	12/50oz cans Per CS	Ellingtn	6.000
251	Cream Of Mushroom	12 CS	12/50oz cans Per CS	12/50oz cans Per CS	Ellingtn	6.000
252	Tomato Soup	3 CS	12/50oz cans Per CS	12/50oz cans Per CS	Campbell	6.000
253	Linguini Pasta	10 CS	20Lb. Boxes Per CS	2/10lb	Bellacib	6.000
254	Fettuccini Pasta	10 CS	20Lb. Boxes Per CS	2/10lb	Barilla	6.000
255	Egg Noodles-Medium	24 CS	10 Lb Per CS	2/5lb	Bellacib	6.000
256	Elbow Macaroni	9 CS	10-2Lbs. Bags Per CS	2/10lb	Bellacib	6.000
257	Lasagna Noodles	15 CS	10Lb. Per CS	12/16oz	Bellacib	6.000
258	Vegetable Spirals	8 CS	2-10Lb. Bags Per CS	2-10Lb. Bags Per CS	Bellacib	6.000
259	Spaghetti Noodles	12 CS	2-10Lb. Bags Per CS	2-10Lb. Bags Per CS	Bellacib	6.000
260	Penne Pasta	12 CS	20Lb. Per CS	2/10lb	Bellacib	6.000

261	Banana Pudding/cans	9 CS	6/#10 cans Per CS	6/#10 cans Per CS	Bellacib	6.000
262	Chocolate Pudding /cans	8 CS	6/#10 cans Per CS	6/#10 cans Per CS	Ellingtn	6.000
263	Tapioca Pudding /cans	9 CS	6/#10 cans Per CS	6/#10 cans Per CS	Luckylyf	6.000
264	Lemon Pudding /cans	9 CS	6/#10 cans Per CS	6/#10 cans Per CS	Thankyou	6.000
265	Vanilla Pudding/cans	10 CS	6/#10 cans Per CS	6/#10 cans Per CS	Ellingtn	6.000
266	Butterscotch Pudding /cans	10 CS	6/#10 cans Per CS	6/#10 cans Per CS	Ellingtn	6.000
267	French Dressing PKG	15 CS	200 Each Per CS	84/1.5oz	Hid Valy	6.000
268	Italian Dressing PKG	15 CS	200 Each Per CS	200 Each Per CS	Kraft	6.000
269	Ranch Dressing PKG	28 CS	201 Each Per CS	200/12gr	Ppi	6.000
270	Thousand Island Dressing PKG	12 CS	200 Each Per CS	60/1.5oz	Ellingtn	6.000

271	Ketchup PKG	12 CS	200 Each Per CS	1000/9gr	1906.000	6.000
272	Mustard PKG	12 CS	200 Each Per CS	200/5.5oz	Ellingtn	6.000
273	Mayonnaise PKG	12 CS	200 Each Per CS	200/12gr	Ellingtn	6.000
274	Tartar Sauce PKG	9 CS	200 Each Per CS	200/12gr	Ellingtn	6.000
275	Relish PKG	9 CS	200 Each Per CS	200/9gr	Heinz	6.000
276	Sweet & Sour Sauce PKG	15 CS	100 Each Per CS	100/1oz	Kraft	6.000
277	Assorted Jellies.5oz	60 CS	200 Each Per CS	200/.5oz	Ellingtn	6.000
278	Peanut Butter PKG Individual	10 CS	200 Each Per CS	200/.75oz	Jif	6.000
279	Apple Jacks	20 CS	96 Boxes Per CS	96/1oz	Genmills	6.000
280	Cereal Corn Pops	20 CS	96 Boxes Per CS	96/1.42oz	Cheerios	6.000
281	Cereal Cheerios	20 CS	96 Boxes Per CS	96/1oz	Genmills	6.000

282	Cereal Cheerios –Honey Wheat	20 CS	96 Boxes Per CS	96/1.42oz	Genmills	6.000
283	Cereal Bran Flakes	20 CS	96 Boxes Per CS	96/1.42oz	Cocopuff	6.000
284	Cereal Corn Flakes	20 CS	96 Boxes Per CS	96/.75oz	Kelloggs	6.000
285	Cereal Golden Grahams	20 CS	96 Boxes Per CS	96/1.42	Genmills	6.000
286	Cereal Shredded Wheat	20 CS	96 Boxes Per CS	96/.95oz	Genmills	6.000
287	Cereal Kix	20 CS	96 Boxes Per CS	96/.89oz	Kelloggs	6.000
288	Cereal Raisin Bran	20 CS	96 Boxes Per CS	96/1.25oz	Kelloggs	6.000
289	Cereal Special K	20 CS	96 Boxes Per CS	96/1oz	Kelloggs	6.000
290	Cereal Total	20 CS	72 Boxes Per CS	96/1oz	Genmills	6.000
291	Cereal Rice Crispies	20 CS	96 Boxes Per CS	96/1oz	M O M	6.000
292	Cereal Trix	20 CS	96 Boxes Per CS	96/.75oz	M O M	6.000

293	Cereal Wheaties	20 CS	96 Boxes Per CS	60/1.91oz	Kelloggs	6.000
294	Cereal Wheat and Raisin	20 CS	96 Boxes Per CS	60/1.8oz	Genmills	6.000
295	Cereal Frosted Flakes	20 CS	96 Boxes Per CS	96/1oz	M O M	6.000
296	Cereal Instant Oatmeal PKG	20 CS	48/PKG Per CS	24/1.69oz	Quaker	6.000
297	Cereal Instant Oatmeal Assorted Flavor Individual	20 CS	64/1oz PKG Per CS	24/1.51oz	Quaker	6.000
298	Cream Of Wheat Individual	20 CS	72/1oz Per CS	12/12ct	Crnofwht	6.000
299	English Muffins Honey Wheat	12 CS	72 each Per CS	72 each Per CS	Thomas	6.000
300	Mini Muffins Assorted 1.5oz Blueberry,	36 CS	72 Each Per CS	162/.9oz	Chef P	6.000
301	Mini Muffins Assorted .5oz Blueberry, Banana Nut,	60 CS	216/.5oz Per CS	72/2.4oz	Pillsbry	6.000
302	Mini Waffle- Blueberry Whole Grain	60 CS	60 -1.25oz Per CS	72/2.64	Eggo	6.000
303	Bread Wheat Berry 18 Slices Per Loaf	15 CS	8 Loaf Per/CS	6/38oz	Rotellas	6.000

304	Bread Cinnamon Raisin	15 CS	12 Loaf Per /CS	10/28.5oz	Europnbk	6.000
305	Chili Powder	8 Each	5# Container	6#	Spicecls	6.000
306	Chives- Freeze-Dried	8 Each	1oz Container	1.35lb	McCormick	6.000
307	Cinnamon -Ground	8 Each	16oz Container	18oz	Spicecls	6.000
308	Cloves Ground	6 Each	16oz Container	Spec Ord	Spec Ord	6.000
309	Cumin- Ground	10 Each	15.5oz Container	14oz	McCormick	6.000
310	Garlic -Granulated	32 Each	7.25# Container	6.5lb	Spicecls	6.000
311	Garlic Powder	20 Each	5# Container	5.25lb	Gransabr	6.000
312	Ginger Ground	8 Each	16oz Container	12.5oz	McCormick	6.000
313	Turmeric	8 Each	16oz Container	16oz Container	McCormick	6.000
314	Mustard –Dry- Ground	3 Each	1# Container	1# Container	Colman	6.000

315	Nutmeg -Ground	6 Each	16oz Container	16oz Container	McCormick	6.000
316	Onion's Dehydrated	12 Each	3# Box	6/24oz	Frshgour	6.000
317	Onion Powder	9 Each	15.5oz Container	20oz	McCormick	6.000
318	Oregano -Leaf	9 Each	5# Container	1.5lb	McCormick	6.000
319	Paprika	9 Each	18oz Container	17oz	McCormick	6.000
320	Parsley Dried	9 Each	9oz Container	10oz	Spicecls	6.000
321	Pepper-Black	9 Each	5# Container	5# Container	Gransabr	6.000
322	Celery Seed	6 Each	16oz Container	16oz Container	McCormick	6.000
323	Lemon Pepper	9 Each	27oz Container	28oz	McCormick	6.000
324	Crushed Pepper	9 Each	3.25# Container	3.25# Container	McCormick	6.000
325	Cayenne Pepper	6 Each	16oz Container	14oz	McCormick	6.000

326	White Pepper	6 Each	16oz Container	18oz	Spicecls	6.000
327	Salt- Table	10 Each	25# Sacks	25# Sacks	Tru-Flo	6.000
328	Sage-Ground	9 Each	11oz Container	11oz Container	McCormick	6.000
329	Sesame Seed	6 Each	4oz Container	16oz	McCormick	6.000
330	Tarragon -Leaf	6 Each	4oz Container	3.5oz	McCormick	6.000
331	Marjoram-Leaf	6 Each	4oz Container	4oz Container	McCormick	6.000
332	Italian Seasoning Blend	9 Each	17oz Container	28oz	Durkee	6.000
333	Curry Powder	6 Each	16oz Container	20oz	Dallesan	6.000
334	Thyme	6 Each	12oz Container	27.5oz	McCormick	6.000
335	Bay Leaf	6 Each	14oz Container	8oz	Spicecls	6.000
336	Basil Leaf	6 Each	12oz Container	22oz	McCormick	6.000

337	Dill Weed	9 Each	4oz Container	5oz	McCormick	6.000
338	Vanilla	9 Each	Each Gallon	4/1gal	Ellingtn	6.000
339	Taco Seasoning	12 CS	14oz Container	24oz	McCormick	6.000
340	Saffron Seasoning	6 each	1 oz	1oz	Saffrant	6.000
341	Unsweetened - Pure Cocoa	3 Bags	5-Lb. bags	6/5lb	Hershey	6.000
342	Freeze dried apple crips .5 oz- 1 oz	160 cs	48/CS	1/5lb	Packer	6.000
343	Balsamic Vinaigrette, White	10 cs	4/1gal/cs	2/1gal	Kens	6.000
344	Burgundy Wine, Cooking	3 cs	4/1gal/cs	4/1gal/cs	Roland	6.000
345	Marsala Wine, Cooking	3 cs	4/1gal/cs	4/1gal/cs	Ambrosia	6.000
346	Cornflake Crumbs	6 cs	5-Lb. bags	4/35oz	Hosptlty	6.000
347	Coffee - 3 Lb.	16 Cases	6/3-Lb. cans / CS	6/2lb	Elgtncof	6.000

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GENERAL SUPPLIES

348	3-pc. Cutlery - Individually Wrapped - Knife, Fork, & spoon	6 Cases	500 sets / CS	250ct	Pactiv	8.000
349	3-Compartment Foil Tray with Board Lid - square	180 Cases	200 / CS	Spec Ord	Spec Ord	8.000
350	Bleach - Clorox	15 Cases	6/1-Gallon / CS	6/1-Gallon / CS	Essntial	8.000
351	Oval Platter 9 x 11 - Styrofoam or equal	9 Cases	4 pkg. of 125 / CS	4 pkg. of 125 / CS	Earth Ch	8.000
352	Cups - 10 oz. - Clear Plastic	8 Cases	25 stacks of 20 500 / CS	1/500ct	Ultracr	8.000
353	8 oz. Food Container - Styrofoam or equal	24 Cases	1000 / CS	20/50ct	Dart	8.000
354	8 oz. Food Container Lid - Styrofoam or equal	24 Cases	2500 / CS	20/50ct	Conserve	8.000
355	4 oz. Food Container - Plastic	30 Cases	2500 / CS	5/250ct	Essntial	8.000
356	4 oz. Food Container Lid Compatible with # 15 - Plastic	30 Cases	2500 / CS	20/125ct	Pac Link	8.000
357	2 oz. Food Container - Plastic	3 Cases	2500 / CS	10/250ct	Essntial	8.000

358	2 oz. Food Container Lid Compatible with #17 - Plastic	3 Cases	2500 / CS	20/125ct	Dart	8.000
359	Gloves - Size Medium - Plastic	18 Cases	10 pkgs. of 100 per Box	10/100ct	Essntial	8.000
360	Trash Liners - 56 Gallon	36 Cases	200 / CS	8/25ct	Essntial	8.000
361	Gloves - Size Large - Plastic	18 Cases	10 pkgs. of 100 per Box	10/100ct	Tronex	8.000
362	Freezer Bags - 1 Gallon - Plastic	15 Cases	500 / CS	1/250ct	Zipgards	8.000
363	Freezer Bags - 1 Quart - Plastic	12 Cases	500 / CS	1/500	Zipgards	8.000
364	Sandwich Saddle Bags - Plastic	40 Cases	2000 / CS	1/1000	Specialt	8.000
365	18" Food Wrap - Plastic	18 Rolls	2000 ft / Roll	2000 ft / Roll	Essntial	8.000
366	Heavy-Duty Foil 18"	30 Rolls	3000 ft roll	500ft roll	Essntial	8.000
367	Napkins - 17" x 17" - 2-Ply - Paper	18 Cases	8 bags of 500 / CS	12/100 ct	Hoffmast	8.000
368	Paper Sacks #6 - Brown	30 Cases	500 / CS	1/500ct	Duro	8.000

369	Paper Liners (Sheet Pan) - Full	9 Cases	1000 / CS	1/1000ct	Paterson	8.000
370	Coffee Filters - 12 Cup	3 Cases	2 bags of 500 / CS	1/1000 ct	Bunn	8.000
371	Coffee Stirrs	6 Cases	2000 / CS	5/1000ct	Handgard	8.000
372	Hair Nets - Brown	12 Boxes	144 / Box	144 / Box	Disco	8.000
373	Ajax Scouring Powder	9 Cases	24 / CS	____ per CS	Ajax	8.000
374	T-Sack - Plastic	8 Cases	1000 / CS	1000 / CS	Essntial	8.000
375	Disposable Pan - 1/2 Size - Aluminum 4" deep	12 Cases	100 / CS	100 / CS	Hfa	8.000
376	Disposable Pan - Full Size - Aluminum 4" deep	12 Cases	50 / CS	50 / CS	Essntial	8
377	Dish Soap	32 Cases	4/1-Gallons / CS	4/1-Gallons / CS	Essntial	8.000
378	Dishwasher Detergent High Temp	18 Each	1/5-Gallon	1/5-Gallon	Essntial	8.000
379	Dishwasher Detergent Low Temp	18 Each	1/5-Gallon	1/5-Gallon	Essntial	8.000

380	Dishwasher Rinse Additive High Temp	18 Each	1/5-Gallon	1/5-Gallon	Essntial	8.000
381	Dishwasher Rinse Additive Low Temp	18 Each	1/5-Gallon	1/5-Gallon	Essntial	8.000
382	Dishwasher Sanitizer Multi-Temp	15 Each	1/5-Gallon	1/5-Gallon	Ssdc	8.000
383	Lotion Antiseptic Soap	16 Cases	10/1-Liter / CS	4/1gal	Essntial	8.000
384	Griddle Screen, Metal	12 Cases	20/pack	10/8ct	Essntial	8.000
385	Paper Towels	6 Cases	30 rolls / CS	30/100ft	Pac Blue	8.000
386	Scouring Pads - Green 6 x 9	8 Cases	20 / CS	20 / CS	Essntial	8.000
387	Scrubber Stainless Steel	8 Boxes	12 / Box	6/12ct	Acs	8.000
388	Straws - wrapped	4 Cases	48 boxes of 250 / CS	24/500ct	Primesrc	8.000
389	Paper Towels Multifold	12 Cases	16 pkgs. of 250 each / CS	16/250ct	Pac Blue	8.000
390	Cleaner / Degreaser	16 Cases	6/1-Gallon / CS	4/1gal	Essntial	8.000

391	Polypropylene Bags, 3x4", 4x4" or 4x5" self stick seal	5 cs	2000/CS	2000/CS	Ecocraft	8.000
392	Test Strips for dishwasher high temp	6 containers	200/container	1/25ct	Taylor	8.000
393	Test Strips for dishwasher low temp	6 containers	200/container	1/100ct	Franklin	8.000
394	Bleach Test strips	6 containers	200/container	1/roll	Daymark	8.000
395	3-Compartment Tray - Black with film for frozen meals	12 cs	4 pkgs. of 100/ cs	100ct	Dart	8.000



CITY OF LAS CRUCES

PRICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of _____, 2025 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Dairy Farmers of America, Inc. dba Prices Creameries, of 600 N. Piedras, El Paso, Texas, 79903, hereinafter called "CONTRACTOR".

1. PRODUCT DESCRIPTION

Provide food and supply delivery services as needed and required by the City of Las Cruces Senior Nutrition program.

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall deliver PRODUCT as bid in response to the CITY'S Invitation to Bid No 24-25-021 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

In consideration for CONTRACTOR'S satisfactory performance agreed to herein, the CITY shall compensate CONTRACTOR based upon pricing offered in CONTRACTOR'S bid response, in an amount not to exceed \$1,000,000.00 annually, plus applicable taxes. CONTRACTOR shall deliver product upon receipt of a purchase order from the CITY. The CITY cannot authorize costs to be incurred prior to such purchase order.

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

5. DEVOTION OF ADEQUATE TIME

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

6. TERM AND SCHEDULE

This Agreement shall become effective on April 1, 2025 for a term of five (5) years through March 31, 2030. CONTRACTOR shall deliver PRODUCT in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS

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

8. CHANGES AND EXTRA SERVICES BY THE CITY

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

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

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

10. DELAYS

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

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement

may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

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

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

12. RECORDS AND AUDITS

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

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

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

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

14. INDEPENDENT CONTRACTOR

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

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

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

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE

Insurance is not required under the terms of this Agreement.

18. INDEMNITY AND LIMITATION

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

19. APPLICABLE LAW

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

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

20. BREACH

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

21. DISPUTE RESOLUTION

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

22. NOTIFICATION

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

TO CITY: City of Las Cruces
 PO Box 20000
 Las Cruces, NM 88004
 ATTENTION: Roger Bishop

With Copies to: Purchasing Manager

TO CONTRACTOR: Dairy Farmers of America, Inc. dba Prices Creameries
 600 N. Piedras
 El Paso, TX 79903
 ATTENTION: Joseph Hernandez

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.

DAIRY FARMERS OF AMERICA,
INC. DBA PRICES CREAMERIES

CITY OF LAS CRUCES

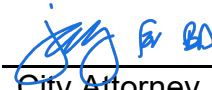
BY: _____
Name:
Title:

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 11/26/2024

City Attorney

EXHIBIT A

- I. Purchase Standards
 - A. Food purchased by the City's Senior Nutrition program shall meet or exceed the purchasing specifications for each of the items listed below. Minimum food specifications are as follows:
 - 1. Beef and Veal: United States Department of Agriculture (USDA) Choice, except for meat used in extended dishes which may be USDA standard.
 - 2. Pork and Lamb: USDA Grade A (#1)
 - 3. Poultry: USDA Grade A
 - 4. Eggs: USDA Grade A Large and SHALL BE PASTEURIZED
 - 5. Dairy Products: USDA Grade A
 - 6. Frozen Foods: USDA Grade A Fancy
 - 7. Canned Foods: USDA Grade A; FRUITS PACKED IN LIGHT SYRUP
 - 8. Cheeses: Cheddars, Swiss and Monterey Jack shall be All Natural, Non-Processed
 - 9. Ground Beef: USDA Standard or Better – Ground Beef and Beef Patties shall be 85% ALL BEEF, and FAT content shall not exceed 15%
 - 10. Veal and Pork Steaks: Solid meat portions, not pre-formed from chopped or ground meat, and unless otherwise specified, NOT BREADED
 - 11. Hot Dogs/Frankfurters: All Beef, maximum 5 per pound, Turkey Franks may be specified as an alternate at times to satisfy health and dietary requirements.
 - 12. Processed Lunch Meats: such as salami shall be a quality ALL BEEF or BEEF/PORK, or a TURKEY product as specified.
 - B. All meat cuts shall be in accordance with the USDA institutional Meat Purchase specifications. The indicated grades are intended as minimum standards only and may be exceeded when possible. All other food stuffs not included in the above categories shall be of comparable quality.
 - C. Purchase of food, supplies, and any equipment shall meet requirements of USDA, Food and Drug Administration (FDA), and the National Sanitation Foundation (NSF). In the absence of grade labeling, the vendor shall provide the City with package labels or industry accepted grade equivalent standards to verify that the minimum grades specified are being provided.
 - D. All produce shall comply in all respects to standards and regulations established by federal and/or New Mexico state laws, including Federal Food, Drug, and Cosmetic Act and subsequent decision of the U.S. Department of Agriculture.
 - E. Staple Foods, also known as Dry Groceries, consist of non-perishable, shelf foods such as canned goods (fruits, vegetables, meats, soups), bakery items, beverages, cereals, cookies, crackers, gelatins, grains, juices, nuts,

pasta, pickles, relishes, preserves, salad dressings, non-refrigerated dairy, condiments, sauces, baking supplies, spices, cooking oils, shortening, sugar, syrups, tomato products, etc. All staple food shall comply in all respects to standards and regulations established by federal and/or New Mexico state laws, including Federal Food, Drug and Cosmetic Act and subsequent decision of the U.S. Department of Agriculture.

II. Scope of Work

A. Orders and Deliveries:

1. The CONTRACTOR shall designate a coordinator as a local single point of contact (SPOC), as well as a backup, that will be accessible during normal working hours to handle and assist in and all inquiries regarding delivery status, order add-ons, billing, product availability, contract pricing, contract compliance requirements, and problem solving.
2. The SPOC agrees to work with the City's Kitchen Supervisor or designee on account setup for orders, building an order guide and forecasting, routing and delivery, training for their specific web applications, assistance when placing order.
3. Deliveries at all locations must be made on the same day between 6:00 AM and 8:00 AM with no exceptions. The successful bidder(s) must make center deliveries using the schedule given. In the event the delivery days falls on a scheduled holiday closure for the City, the vendor will complete the delivery the next business day.
4. Each invoice must be presented in duplicate with the driver's understanding that the order must be checked in thoroughly and deemed complete and acceptable by city staff before signing the invoice.
5. Any deliveries of unsatisfactory product as determined by city personnel will be refused.
6. All temperature-controlled safety foods must be delivered in refrigerated trucks. To meet EID regulations trucks must remain running during delivery to sites to ensure product stays at temperature.
7. Any product outages or shorts shall be communicated to the Kitchen Supervisor or designee within one (1) business day after the order is placed with the vendor.
8. Delivery Locations
The City's three (3) production kitchens are located within a two-mile radius of each other. Each of the kitchens require a separate delivery based on weekly food order and supply order placed by the Kitchen Supervisor or designee. Typically, the food orders will be placed one week prior to when the product is needed to allow time to plan as needed for outages and substitutions.
 - a. Munson Senior Center – 975 South Mesquite Street, Las Cruces, NM 88001
 - b. Eastside Community Center – 310 North Tornillo Street, Las Cruces, NM 88001
 - c. Henry Benavidez Community Center – 1045 McClure Road, Las Cruces, NM 88001

III. Pricing & Invoicing

- A. Discounts are to be applied to the retail value of products.
- B. CONTRACTOR shall provide product catalogs (preferably e-catalogs with on-line access) to identify purchased goods and verify prices of such goods.
- C. The City reserves the right to conduct an audit at any time during the term of this Agreement to assure that pricing is in compliance with the submitted price list.
- D. Separate invoices shall be rendered for each and every complete delivery.
- E. Supply and food items shall be rendered on separate invoices, per grant requirements.
- F. Separate invoices may be required for food items purchased, which are an American produced product, per federal grant reporting requirements.
- G. Detailed invoicing is to be submitted at time of delivery, in duplicate, and shall include:
 - 1. Purchase Order number
 - 2. Item number
 - 3. Item description
 - 4. Quantity
 - 5. Retail price
 - 6. Discounted price
 - 7. Extended cost



CITY OF LAS CRUCES

INVITATION TO BID

TITLE	BID #	DUE DATE/TIME
Senior Nutrition Program	23-24-021	November 5, 2024 / 2:00 PM

Bid Submitted by: Dairy Farmers of America Inc. dba Prices Creameries
(Company)

BIDDING CONDITIONS

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

- 1) Bidders are advised that all bids are subject to the legal requirements as provided for in the City of Las Cruces (City) Procurement Code, Chapter 24 Las Cruces Municipal Code (LCMC), 1998 available on the City's website:
https://www.municode.com/library/nm/las_cruces/codes/code_of_ordinances?nodeId=PTIIMUCO_CH24PRCO
 - a) Preference will be given to bidders residing within New Mexico and/or Las Cruces, NM, in accordance with §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, and Section 24-100, LCMC, 1998, of the City Procurement Code.
 - b) Whenever bid specifications are for supplies or materials consisting of recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall receive a 5% preference pursuant to §13-1-21, NMSA, 1978.
 - c) The application of multiple preferences shall be limited to ten percent (10%).
 - d) Whenever federal funds that are subject to the U.S. OMB "Common Rule" and involved in the purchase of goods/services by the City, the preferences stated within this section are not applicable.
 - e) DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF DURING THE BID PROCESS (from Public Notice through Award), OTHER THAN PURCHASING SECTION STAFF, WILL RENDER THE BID NON-COMPLIANT AND UNACCEPTABLE FOR AWARD.
 - f) Bidder agrees to comply with all City, State and Federal rules and regulations.
 - g) Bidder is responsible for complying with criminal laws prohibiting bribes, gratuities and kickbacks.
- 2) Bids must:
 - a) be submitted typed or in ink on **UNALTERED City bid forms** for bid to be considered.
 - b) be complete with required information.
 - c) be signed by an authorized representative.
 - d) be submitted separately and labeled as such when submitting more than one bid.
 - e) state the manufacturer BRAND/MODEL NUMBER offered on all items along with brochures and specifications.
 - f) include samples at no cost for evaluation purposes when required by the bid specifications or otherwise requested by the City.
 - g) include a request for return of samples, by the supplier, otherwise samples shall become the property of the City after 60 days. (Bidders must arrange for and absorb the cost of any sample return.)
 - h) be submitted in PDF format via e-mail to bidclerk@lascruces.gov with the bidder's company name, bid number and title, and due date/time in the subject line of the message.
 - i) be received by the City Purchasing Section in the Bid Clerk e-mail inbox by the specified due date and time. Late bids shall not be accepted.
- 3) Pricing shall:
 - a) state the UNIT PRICE and EXTENDED AMOUNT for each item or service offered. UNIT PRICES GOVERN ANY ERRORS IN THE EXTENSION and shall be stated F.O.B. - Destination; Prepaid Full Freight Allowed
 - b) exclude any applicable taxes.
 - c) be effective for 45 days.
- 4) Questions:
 - a) MUST be submitted in writing and emailed to bidclerk@lascruces.gov referencing the bid number and title.
 - b) will be accepted only up to one week prior to the bid due date/time.
- 5) Addenda:
 - a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
 - b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via email or mail.
 - c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked **REVISED**.
 - d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.
- 6) The City reserves the right to:
 - a) determine responsible bidders and responsive bids.
 - b) accept and award compliant bids based on the lowest:

Agenda Item #6.2.

ITB 24-25-021 – Senior Nutrition Program

- i) Individual Unit Price, or
 - ii) Grouped Unit Price, or
 - iii) Lump Sum Unit Price; whichever is deemed most beneficial to the City.
 - c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought.
 - d) negotiate an extension of effective price dates.
 - e) change the quantity of bid items within their effective price date.
 - f) reject any or all bids partially or wholly.
- 7) It is the City's intent to award bids within 45 days of the bid due date.
- a) Bidders may obtain bid results by contacting the Bid Clerk at bidclerk@lascruces.gov.
 - b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension.

Bid Form

Receipt of Addenda Nos. 2 is hereby acknowledged. (Where none received, place '0' in this space.)

Payment Terms: Net 30 Days Bidder guarantees delivery of items within 2 days

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

NM Tax & Revenue Department Combined Reporting System (CRS) # L0193988976

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

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

NM Resident Certificate from NM Tax and Revenue Department enclosed Yes NO No

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

Federal Employer / Tax Identification # 43-0905874 (mandatory for all respondents)

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

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

COMPANY NAME & ADDRESS:

Dairy Farmers of America Inc. dba Prices Creameries

600 N. Piedras

El Paso, Texas 79903

915-562-8232

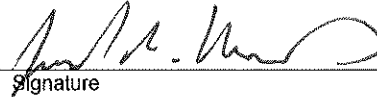
Phone

915-562-8232

Fax

Joseph Hernandez, Sales Manager

Typed or Printed Name of Authorized Representative & Title



Signature

Oct. 25, 2024

Date

jhernandez7@dfamilk.com

Email



November 4, 2024

City of Las Cruces
Senior Nutrition Program
Bid 23-24-021

We have submitted our application for the NM Resident Certificate. Attached is the application that we submitted and check that was sent in as well. We should be receiving it soon.



Michelle Lujan Grisham
Governor

Stephanie Schardin Clarke
Cabinet Secretary

RAYMOND BAILIE
DFA DAIRY BRANDS FLUID, LLC
010 INDIAN SCHOOL RD NW
ALBUQUERQUE, NM 87102

July 25, 2024
NM Business Tax ID:
03-523534-00-9
Letter ID: L0193988976

Resident Preference Certification Renewal

Our records indicate that your Resident Preference Certificate (L0002059696) will expire 30 days from the date of this letter.

If you would like to renew your certificate for another three years, please complete and mail this renewal request and the \$35 fee within fifteen (15) days of receipt of this letter to the address below. The Taxation & Revenue Department will process your renewal request within 30 days of receipt and will mail the updated certification.

For any questions, please call (505) 827-0951.

Taxation and Revenue Department
P.O. Box 5374
Santa Fe, NM 87502-5374

General Information		
Name of Licensed Contractor	Doing Business As (DBA) if applicable	
	DFA DAIRY BRANDS FLUID, LLC	
Mailing Address - City, State, Zip Code		
010 INDIAN SCHOOL RD NW ALBUQUERQUE NM 87102		
Physical Address - City, State, Zip Code		
010 Indian School Rd NW Albuquerque NM 87102		
Name of Business Owner or Officer	Phone Number of Business Owner or Officer	Email of Business Owner or Officer
Michael Self	505 248-9608	hself@dtafamily.com
Name of Business Contact	Phone Number of Business Contact	Email of Business Contact
NM Business Tax ID Number:	Contractor License Number	FEIN/SSN
03523534009GRT		**_***9560
VIN of Vehicle Registered by Contractor with NM	Name of Vehicle Owner	

P.O. Box 5374, Santa Fe, NM 87502-5374

New Mexico Taxation and Revenue Department

www.tax.newmexico.gov

atL72 v14

11538021376138



Check Imaging Results

Generated By : 30178659_LMORRIS
Generated On : 2024-10-22 06:04 PM EST

Account Number 2381176, Check Number 4025698, Amount 35.00, Route/Transit 07191558, Date 2024-10-17

THIS CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER WHICH CONTAINS A WATERMARK - HOLD UP TO A LIGHT TO VIEW

DFA - Dairy Brands
Accounts Payable Dept
14760 Trinity Blvd, Ste 200
Fort Worth, TX 76155

BMO HARRIS CENTRAL K.A.
ROSELLE, ILLINOIS 7719

Check # 4025698

Date 2024-10-08 Amount \$35.00

PAY THIRTY FIVE AND 00/100

PAY TO THE ORDER OF NEW MEXICO TAXATION AND REVENUE DEPT
PO BOX 5374
SANTA FE NM 87502

Danella J. Bender

⑈4025698⑈ ⑆07191558⑆ ⑆2381176⑆

00 20241610 00891829 1 GEN

00 20241610 00891829 1 4 GEN GRTGEN

For Deposit Only
NEXUS FASCO
Acct. No. 7740

BID SUBMITTAL CHECK LIST

DESCRIPTION	COMMENT
Bid Form	Ensure bid is signed by representative stated on the form and completely filled out, as applicable, and especially that all addenda are acknowledged.
Federal Certifications	All Federal Certifications must be signed and submitted with bid
Disadvantaged Business Enterprise (DBE) Program Race Neutral	Form must be completed, signed and submitted with bid

CITY OF LAS CRUCES

Senior Nutrition Program

I. Introduction

The City seeks to establish contracts with multiple food, produce, dairy, and supply vendors who furnish food service establishments. The selected vendors shall provide food and supply delivery services as needed and required by the City. The Senior Nutrition program has an average expenditure of \$960,000 per contract year for all food purchases and \$100,000 for kitchen supply purchases. The Mission of Senior Programs is to promote and enhance the physical, intellectual, social, and creative well-being of individuals 50+, to increase their quality of life. The Senior Nutrition program provides approximately 212,000 lunch meals and 118,000 breakfast meals to seniors aged 60 and older over a twelve (12) month period. The program operates three (3) production kitchens and two (2) catered meal sites. The same lunch meal is served at all five (5) community dining sites and delivered through the Home Delivered Meals program along with a ready-to-eat breakfast for the next day. Sources of funding include federal grants, state grants, city funds, and revenue generated from participant donations. Due to the federal funding involved with these purchases, the respondent must include signed copies of the federal certifications in this Invitation to Bid with their bid submittals.

II. Bid Items

A. Food purchased by the City's Senior Nutrition Program shall meet or exceed the purchasing specifications for each of the items listed below. Minimum food specifications are as follows:

1. Beef and Veal: United States Department of Agriculture (USDA) Choice, except for meat used in extended dishes which may be USDA standard.
2. Pork and Lamb: USDA Grade A (#1)
3. Poultry: USDA Grade A
4. Eggs: USDA Grade A Large and SHALL BE PASTEURIZED
5. Dairy Products: USDA Grade A
6. Frozen Foods: USDA Grade A Fancy
7. Canned Foods: USDA Grade A; FRUITS PACKED IN LIGHT SYRUP
8. Cheeses: Cheddars, Swiss and Monterey Jack shall be All Natural, Non-Processed
9. Ground Beef: USDA Standard or Better – Ground Beef and Beef Patties shall be 85% ALL BEEF, and FAT content shall not exceed 15%
10. Veal and Pork Steaks: Solid meat portions, not pre-formed from chopped or ground meat, and unless otherwise specified, NOT BREADED
11. Hot Dogs/Frankfurters: All Beef, maximum 5 per pound, Turkey Franks may be specified as an alternate at times to satisfy health and dietary requirements.
12. Processed Lunch Meats: such as salami shall be a quality ALL BEEF or BEEF/PORK, or a TURKEY product as specified.

B. All meat cuts shall be in accordance with the USDA institutional Meat Purchase specifications. The indicated grades are intended as minimum standards only and may be exceeded when possible. All other food stuffs not included in the above categories shall be of comparable quality.

C. Purchase of food, supplies, and any equipment shall meet requirements of USDA, Food and Drug Administration (FDA), and the National Sanitation Foundation (NSF). In the absence of grade labeling, the vendor shall provide the City with

package labels or industry accepted grade equivalent standards to verify that the minimum grades specified are being provided.

- D. All produce shall comply in all respects to standards and regulations established by federal and/or New Mexico state laws, including Federal Food, Drug, and Cosmetic Act and subsequent decision of the U.S. Department of Agriculture.
- E. Staple Foods, also known as Dry Groceries, consist of non-perishable, shelf foods such as canned goods (fruits, vegetables, meats, soups), bakery items, beverages, cereals, cookies, crackers, gelatins, grains, juices, nuts, pasta, pickles, relishes, preserves, salad dressings, non-refrigerated dairy, condiments, sauces, baking supplies, spices, cooking oils, shortening, sugar, syrups, tomato products, etc. All staple food shall comply in all respects to standards and regulations established by federal and/or New Mexico state laws, including Federal Food, Drug and Cosmetic Act and subsequent decision of the U.S. Department of Agriculture.
- F. A product list will be provided as part of this solicitation to detail the program's needs. This list is subject to change to accommodate the needs of the Senior Nutrition program. The product list will include product description, preferred packaging sizes, and estimated order quantity for a six-month period.
- G. Respondents are asked to input offered packaging sizes and manufacturer/brand names of products carried. This is for informational purposes only to assist with ordering and will not be a factor for award.
- H. Respondents are asked to provide a discount percentage to be offered for each category, and delivery fees per order as detailed in Tables A & B. Should respondent need to offer a discount percentage for an individual product that varies from the category discount listed in Table A, this alternate discount should be entered on the attached product list. Respondents should only enter discount percentages on the product list if they differ from the general category discount.

Ex. a respondent may want to offer a 7% discount on dairy products but can only offer a 3% discount on sour cream. The respondent would enter the 7% on Table A, and the 3% would be entered on the attached product list.

Table A: General percent (%) discount on food categories.

ITEM	DESCRIPTION	Discount %
1.	Dairy Products - Discount on Prices are to be those listed on vendors current established price list.	N/A %
2.	Fresh Eggs - Discount on Prices are to be those listed on vendors current established price list	N/A %
3.	Fresh Produce - Discount on Prices are to be those listed on vendors current established price list	N/A %
4.	Frozen Foods - Discount on Prices are to be those listed on vendors current established price list.	N/A %
5.	Meat and Poultry - Discount on Prices are to be those listed on vendors current established price list	N/A %
6.	Staple Foods - Discount on Prices are to be those listed on vendors current established price list	N/A %
7.	General Supplies - Discount on Prices are to be those listed on vendors current established price list	N/A %

Table B: Delivery Fees

ITEM	DELIVERY FEE PER ORDER	FEE
1.	Standard Delivery	\$ 0.00
2.	Expedited Delivery	\$ 0.00

PRICE INCREASES:

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

PRICE DECREASES:

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

“OR APPROVED EQUAL” CLARIFICATIONS:

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

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

III. Scope of Work**A. Orders and Deliveries:**

1. The preferred contractor(s) shall designate a coordinator as a local single point of contact (SPOC), as well as a backup, that will be accessible during normal working hours to handle and assist in and all inquiries regarding delivery status, order add-ons, billing, product availability, contract pricing, contract compliance requirements, and problem solving.
2. The SPOC agrees to work with the City's Kitchen Supervisor or designee on account setup for orders, building an order guide and forecasting, routing and delivery, training for their specific web applications, assistance when placing order.
3. Deliveries at all locations must be made on the same day between 6:00 AM and 8:00 AM with no exceptions. The successful bidder(s) must make center deliveries using the schedule given. In the event the delivery days falls on a scheduled holiday closure for the City, the vendor will complete the delivery the next business day.
4. Each invoice must be presented in duplicate with the driver's understanding that the order must be checked in thoroughly and deemed complete and acceptable by city staff before signing the invoice.
5. Any deliveries of unsatisfactory product as determined by city personnel will be refused.

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IV. Pricing & Invoicing

- A. Discounts are to be applied to the retail value of products.
- B. Vendor shall provide product catalogs (preferably e-catalogs with on-line access) to identify purchased goods and verify prices of such goods.
- C. The City reserves the right to conduct an audit at any time during the term of this Agreement to assure that pricing is in compliance with the submitted price list.
- D. Separate invoices shall be rendered for each and every complete delivery.
- E. Supply and food items shall be rendered on separate invoices, per grant requirements.
- F. Separate invoices may be required for food items purchased, which are an American produced product, per federal grant reporting requirements.
- G. Detailed invoicing is to be submitted at time of delivery, in duplicate, and shall include:
 1. Purchase Order number
 2. Item number
 3. Item description
 4. Quantity
 5. Retail price
 6. Discounted price
 7. Extended cost

FEDERAL CERTIFICATIONS

The following federal forms must be signed and included in the bid.

**CONTRACTING WITH SMALL AND MINORITY FIRMS,
WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS**

- (1) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (2) Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

CERTIFICATION OF RESTRICTIONS ON LOBBYING

0.00

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

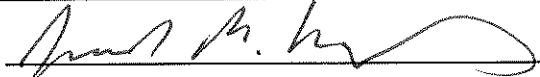
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

Date: Oct. 25, 2024

Signature: 

Title: Joseph Hernandez, Sales Manager

Company Name: Dairy Farmers of America Inc. dba Prices Creameries

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

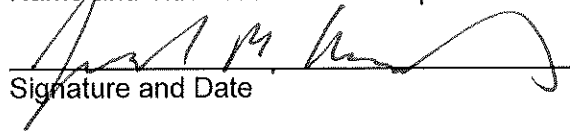
(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Joseph Hernandez, Sales Manager

Name and Title of Authorized Representative

 Oct. 25, 2024

Signature and Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

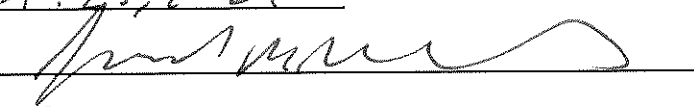
CONFLICTS OF INTEREST

Based in part on federal regulations and contract agreement between the Owner and the Department of Energy (DOE), no employee, officer, or agent of the Owner (DOE grantee) shall participate in selection, or in the award of administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when;

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or

(iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Proposers, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or their disciplinary actions for violations of such standard by the grantee's and subgrantee's officers, employees, or agents or by Proposers or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest. Neither the Owner nor any of its proposers or their subproposers shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner is activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

Date: Oct. 25, 2024

Signature: 

Title: Sales Manager

Company Name: Dairy Farmers of America Inc. dba Prices Creameries

Americans with Disabilities Act of 1990 –

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

Section 504 of the Rehabilitation Act of 1973 –

The Vendor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, et Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Vendor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights act of 1964, as amended.

Age Discrimination in Employment Act of 1967 –

The Vendor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, et Seq.).

Drug Free Workplace –

The Vendor shall comply with the Drug-Free Workplace Act of 1988.

Equal Opportunity Compliance –

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

Non-Discrimination Service Delivery –

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

Company: Dairy Farmers of America Inc. dba Prices Creameries

Official's Name: Joseph Hernandez

Title: Sales Manager



CITY OF LAS CRUCES

ADDENDUM ONE

October 11, 2024

BID NUMBER: 24-25-021

BID TITLE: SENIOR NUTRITION PROGRAM

DUE DATE/TIME: NOVEMBER 5, 2024 / 2:00PM

The following clarifications/modifications/requirements are made part of the above referenced bid and shall be adhered to in responding to this solicitation.

This addendum is 1 page including this cover sheet.

Q1: On page 8 section IV pricing and Invoicing: Line G: our system is not capable of putting all the requested information requested on the invoice. #5 Retail price. We can put the discounted Price and the extended cost. We could do this in a separate spread sheet and send it weekly, but we cannot program it to be on the invoice. Will this be acceptable?

A1: Yes

END OF ADDENDUM ONE



Addendum Description

Clarification and Questions Answered

Notice Modifications

Notice Information	From Value	To Value
No entries		

Category Modifications

Added Categories
No Categories Added
Removed Categories
No Categories Removed

Added Documents[A]

Document	Size	Uploaded Date	Language
24-25-021A_Addendum.pdf [pdf]	104 Kb	10/17/2024 05:41 PM EDT	English



CITY OF LAS CRUCES

ADDENDUM TWO

October 15, 2024

BID NUMBER: 24-25-021
BID TITLE: SENIOR NUTRITION PROGRAM
DUE DATE/TIME: NOVEMBER 5, 2024 / 2:00PM

The following clarifications/modifications/requirements are made part of the above referenced bid and shall be adhered to in responding to this solicitation.

This addendum is 3 pages including this cover sheet.

- Q1: On the bid there is nowhere for us to type the product code. Could we alter the format of the bid?
A1: Respondents can use the MFR./BRAND NAME column of the supplemental product list to add any additional product information.
- Q2: On the bid you all state you need each item broken down by each/unit/ and case cost there is no column for that, how do you want us to move forward with that?
A2: Section IV. Pricing & Invoicing details what information is required from awarded vendors on invoices for goods ordered. Respondents are asked to fill out Tables "A", "B", and supplemental product list.
- Q3: When does this bid start and end?
A3: Solicitation started October 4, 2024. All responses will need to be received by 2:00 pm on November 5, 2024.
- Q4: Since we are in contract with The City of Las Cruces with CES (No. 2020-30N-C101-All), do we need to move forward completing the Senior Nutrition Program bid 23-24-021 to continue being a vendor?
A4: Yes. The intent of this solicitation is to consolidate all food and product purchases for the Senior Nutrition Program.

CLARIFICATIONS ARE BEING PROVIDED BELOW TO ASSIST RESPONDENTS WITH THIS INVITATION TO BID.

Narrative of clarifications:

1. Page 6 – Table "A"
Further instructions regarding table have been provided.
2. Page 7 – Table "B"
Further instructions regarding table have been provided.
3. Product List
Further instructions regarding table have been provided.

Table "A"

Respondents are being asked to provide a general discount that they will offer on the listed categories. If respondents do not offer products under a specific category, respondents can leave blank or put N/A. Respondents can refer to the Product List to see what items fall under each category.

Table A: General percent (%) discount on food categories.

ITEM	DESCRIPTION	Discount %
1.	Dairy Products - Discount on Prices are to be those listed on vendors current established price list.	%
2.	Fresh Eggs - Discount on Prices are to be those listed on vendors current established price list	%
3.	Fresh Produce - Discount on Prices are to be those listed on vendors current established price list	%
4.	Frozen Foods - Discount on Prices are to be those listed on vendors current established price list.	%
5.	Meat and Poultry - Discount on Prices are to be those listed on vendors current established price list	%
6.	Staple Foods - Discount on Prices are to be those listed on vendors current established price list	%
7.	General Supplies - Discount on Prices are to be those listed on vendors current established price list	%

Table "B"

Respondents will need to respond fully to Table "B." Non-response may result in bids being non-compliant.

Table B: Delivery Fees

ITEM	DELIVERY FEE PER ORDER	FEE
1.	Standard Delivery	\$
2.	Expedited Delivery	\$

Product List

- A. Respondents are asked to input packaging sizes of products carried for listed products. This is for informational purposes only to assist with ordering.
- B. Respondents are asked to input manufacturer/brand names This is for informational purposes only to assist with ordering. You can utilize this section to provide any additional product information.
- C. If a respondent needs to offer a discount percentage on an individual product that varies from the category discount in Table "A," this alternate discount should be entered on the product list.

Ex. A respondent may want to offer a 7% discount on dairy products but can only offer a 3% discount on sour cream. The respondent would enter the 7% under category 1 on Table A, and the 3% would be entered on the product list.

Agenda Item #6.2.

City of Las Cruces Purchasing RFP No. 24-25-021 Senior Nutrition Program			Company Name Address City, State Zip Phone Email		A	B	C
Product Listing (Estimated quantities are per six-month period)							
ITEM	DESCRIPTION	EST. QTY	CLC PREFERRED PACKAGING	RESPONDENT'S PACKAGING	MFR./BRAND NAME	DISCOUNT %	
DAIRY							
1	Whipped Topping Aerosol Can	3 CS	12/can Per CS	Please input the packaging size you offer.	Please input the name/brand that your offer. Additional product info can be listed here.	List any discount % for products that varies from category discount	
2	Cheese Parmesan Grated	10 CS	2.5Lb. Bags Per CS				
3	Cheese Parmesan Shredded	10 CS	2.5Lb. Bags Per CS				
4	Evaporated Milk	12 CS	48-12oz. cans Per CS				

END OF ADDENDUM TWO



Addendum Description

Clarification and Questions Answered

Notice Modifications

Notice Information	From Value	To Value
No entries		

Category Modifications

Added Categories	
No Categories Added	
Removed Categories	
No Categories Removed	

Added Documents[A]

Document	Size	Uploaded Date	Language
24-25-021B_Addendum.pdf [pdf]	802 Kb	10/17/2024 05:47 PM EDT	English

City of Las Cruces



Item Code	Description	Case Pack	Unit Price	Case Price	Est. Qty.	Extended Cost
36239	3lb Prices Reg Sour Cream	2	\$8.15	\$16.30	15 cs	\$244.50
58880	3lb Prices Reg Cottage Cheese	2	\$7.39	\$14.78	15 cs	\$221.70
51989	HP Prices 1%	50	\$0.26	\$13.00	360 cs	\$4,680.00
51987	HP Prices 2%	50	\$0.29	\$14.50	1250 cs	\$18,125.00
45837	HP TruMoo Fat Free Chocolate	50	\$0.26	\$13.00	320 cs	\$4,160.00
66721	13oz Dairy Pure Aerosol Whiped Topping	12	\$3.52	\$42.24	3 cs	\$126.72

City of Las Cruces Purchasing
RFP No. 24-25-021 Senior Nutrition Program

Company Name
Address
City, State Zip
Phone
Email

Dairy Farmers of America Inc. dba Price's Creameries
600 N. Piedras
El Paso, Texas 79903
915-565-2711
jhernandez7@dfamilk.com

Product Listing
(Estimated quantities are per six-month period)

ITEM	DESCRIPTION	EST. QTY	CLC PREFERRED PACKAGING	RESPONDENT'S PACKAGING	MFR./BRAND NAME	DISCOUNT %
DAIRY						
1	Whipped Topping Aerosol Can	3 CS	12/can Per CS	13oz 12 per case	66721 Dairy Pure	0.000
2	Cheese Parmesan Grated	10 CS	2-5Lb. Bags Per CS			
3	Cheese Parmesan Shredded	10 CS	2-5Lb. Bags Per CS			
4	Evaporated Milk	12 CS	48-12oz. cans Per CS			
5	Butter Solids	32 CS	30-1Lb. Per CS			
6	Butter Individual	32 CS	600 Each Per CS			
7	Sour Cream Individual PKG	20 CS	200 Each Per CS			
8	Milk-Low Fat 1%	360 CS	50-1/2 Pints Per CS	50 Hp per case	51989 Dairy Pure 1% White Milk	0.000
9	Milk-Low Fat 2%	1250 CS	50-1/2 Pints Per CS	50 Hp per case	51987 Prices 2% White Mk	0.000

10	Milk-Low Fat Chocolate 1%	320 CS	50-1/2 Pints Per CS	50 Hp per case Milk 1% LF Choc not available	45837 TruMoo FatFree Cho	0.000
11	Sour Cream-Cultured	15 CS	2/5# Per CS	2/3 lb per case 5lb not available	36239 Prices Sour Cream Regular	0.000
12	Cottage Cheese	15 CS	2/3# Per CS	2/3 lb per case	58880 Prices Cottage Ch Regular	0.000
13	Yogurt W/Fruit Assorted Flavors	500 CS	48/4oz Per CS			
14	Yogurt-Plain-Low Fat	12 CS	6/32oz Per CS			
15	Sherbet-Individual/Assorted Flavors	30 CS	72/3oz Per CS			



MAKERS OF FUN FOODS
Address: 840 Plantation Drive, Burlington, NC 27215
AlamanceFoods.com

FINISHED PRODUCT SPECIFICATION

ITEM: PRICE'S ORIGINAL WHIPPED DAIRY TOPPING

DESCRIPTION: AN AEROSOL WHIPPED TOPPING PRODUCT, WHITE TO SLIGHTLY BEIGE IN COLOR WITH A SMOOTH TEXTURE, ABSENT OF GRITTY APPEARANCE OR GRITTY MOUTH FEEL.

INGREDIENTS: HEAVY CREAM, WATER, CANE SUGAR, MALTODEXTRIN, NONFAT MILK, CONTAINS LESS THAN 1% OF: CELLULOSE GEL, CELLULOSE GUM, MONO AND DIGLYCERIDES, CARRAGEENAN, DEXTROSE, NITROUS OXIDE AS WHIPPING PROPELLANT.

- I.) **CHEMICAL STANDARDS:** SOLIDS: 45.00% (+/- 1.0 %)
BUTTERFAT: 16.50% (+/- 1.0 %)

- III.) **BACTERIOLOGICAL:** COLIFORM: <10 CFU/mL
TPC: <20,000 CFU/mL

- IV.) **SHELF LIFE:** 180 DAYS

- V.) **ORGANOLEPTIC:** THE OVERALL APPEARANCE SHALL BE A PRODUCT THAT IS CORRECTLY CONSTRUCTED AND HAS ZERO DEFECTS. FLAVOR AND COLOR MUST MATCH AN ACCEPTABLE PROTOTYPE AND MUST MEET ALL "IN-PROCESS" REQUIREMENTS.

- VI.) **ALLERGENS:** THIS PRODUCT CONTAINS MILK ALLERGENS.

- VII.) **FILL WEIGHT:**

MAXIMUM ALLOWABLE VARIANCE FOR 13 OZ, 369 GRAM NET WEIGHT:
MAV RANGE: (369 GRAMS +/- 18.1 GRAMS)
INTERNAL RANGE: (369 GRAMS +/- 10 GRAMS)



MAKERS OF FUN FOODS
Address: 840 Plantation Drive, Burlington, NC 27215
AlamanceFoods.com

X.) NUTRITIONAL FACTS (PER 13OZ CAN):

Nutrition Facts	
61 servings per container	
Serving size	2 Tbsp (6g)
Amount per serving	
Calories	15
% Daily Value*	
Total Fat 1g	1%
Saturated Fat 0.5g	3%
Trans Fat 0g	
Cholesterol 5mg	2%
Sodium 0mg	0%
Total Carbohydrate 2g	1%
Dietary Fiber 0g	0%
Total Sugars 1g	
Includes 1g Added Sugars	2%
Protein 0g	
Vitamin D 0mcg	0%
Calcium 2mg	0%
Iron 0mg	0%
Potassium 3mg	0%
*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.	



MAKERS OF FUN FOODS

Address: 840 Plantation Drive, Burlington, NC 27215
AlamanceFoods.com

VIII.) PACKAGING:

- A.) **PRIMARY PACKAGING:** CLEAN, UNDEDENTED METAL CAN SHIPPED FROM THE VENDOR MEETING ALL DIMENSION SPECIFICATIONS. SEALED WITH A VALVE AND CAP. ALSO MEETING DEFINED SPECIFICATIONS. ALL CANS ARE TO BE RINSED WITH A FOOD GRADE SANITIZING SOLUTION PRIOR TO BEING FILLED WITH PRODUCT.
- B.) **MASTER CASES:** THERE SHALL BE TWELVE (12) UNITS PER CASE. CASES MUST BE SQUARE AND COMPLETELY SEALED.
- C.) **CODING:** ALL CODING MUST BE CLEAR AND LEGIBLE. CANS ARE TO BE CODED WITH THE PLANT CODE, SIX-MONTH EXPIRATION DATE, TIME OF DAY, AND MANUFACTURING LINE (PL3746 EXP MMM/DD/YY HH:MM A/B). CASES ARE TO BE CODED WITH CASE COUNT, ITEM CODE, DESCRIPTION, TIME OF DAY, SEVEN-MONTH EXPIRATION DATE, AND MANUFACTURING LINE.

- IX.) **DIRECTIONS:** TO REMOVE CAP, PUSH UP ON TAB, SHAKE GENTLY BEFORE EACH USE. TURN CAN COMPLETELY UPSIDE DOWN. PRESS LEVER GENTLY WITH FINGER, FOR BEST RESULTS, DISPENSE IMMEDIATELY BEFORE SERVING. RINSE NOZZLE AND KEEP REFRIGERATED AFTER EACH USE.

STANDARD
LOWFAT MILK
VITAMIN A&D
1% MILKFAT
(FEDERAL STANDARD)

Nutrition Facts	
servings per container	
Serving size	1 cup (240mL)
Amount per serving	
Calories	110
	% Daily Value*
Total Fat 2.5g	3%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 10mg	4%
Sodium 130mg	6%
Total Carbohydrate 13g	5%
Dietary Fiber 0g	0%
Total Sugars 12g	
Includes 0g Added Sugars	0%
Protein 8g	16%
Vitamin D 2.5mcg	10%
Calcium 300mg	25%
Iron 0mg	0%
Potassium 400mg	8%
Vitamin A 150mcg	15%
* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.	

INGREDIENTS: low fat milk Vitamin A Palmitate, Vitamin D3

Contains: milk

Dean Foods, 2711 North Haskell Ave, Suite 3400, Dallas, Texas 75204

TREVOR BONE PRODUCTION FORMULA Formula # 20865 5/10/2011 Status: APPROVED
Nutrition Last Revised: 11/17/2016

This contains proprietary and confidential information of Dean Foods Company.
Any unauthorized review, use, disclosure, or distribution is prohibited.

STANDARD
 REDUCED FAT MILK
 37% LESS FAT THAN REGULAR MILK
 FAT REDUCED FROM 8g TO 5g PER SERVING
 (FEDERAL STANDARD) VITAMIN A&D, 2% MILKFAT

Nutrition Facts	
servings per container	
Serving size	1 cup (240mL)
Amount per serving	
Calories	130
% Daily Value*	
Total Fat 5g	6%
Saturated Fat 3g	15%
Trans Fat 0g	
Cholesterol 20mg	7%
Sodium 130mg	6%
Total Carbohydrate 12g	5%
Dietary Fiber 0g	0%
Total Sugars 12g	
Includes 0g Added Sugars	0%
Protein 8g	16%
Vitamin D 2.5mcg	10%
Calcium 300mg	25%
Iron 0mg	0%
Potassium 400mg	8%
Vitamin A 150mcg	15%
* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.	

INGREDIENTS: reduced fat milk, Vitamin A Palmitate, Vitamin D3

Contains: milk

Dean Foods, 2711 North Haskell Ave, Suite 3400, Dallas, Texas 75204

TREVOR BONE PRODUCTION FORMULA Formula # 20859 5/10/2011 Status: APPROVED
 Nutrition Last Revised: 11/17/2016

This contains proprietary and confidential information of Dean Foods Company.
 Any unauthorized review, use, disclosure, or distribution is prohibited.

**TRUMOO FAT FREE CHOCOLATE MILK FEDERAL
#39540
VITAMIN A&D**

Nutrition Facts	
servings per container	
Serving size	1 cup (240mL)
Amount per serving	
Calories	110
% Daily Value*	
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 5mg	2%
Sodium 210mg	9%
Total Carbohydrate 19g	7%
Dietary Fiber 0g	0%
Total Sugars 18g	
Includes 7g Added Sugars	13%
Protein 8g	16%
Vitamin D 2.5mcg	10%
Calcium 300mg	25%
Iron 0mg	0%
Potassium 420mg	8%
Vitamin A 150mcg	15%
Riboflavin 0.4mg	30%
Folate 10mcg	2%
Vitamin B12 1.2mcg	50%
Phosphorus 235mg	20%
* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.	

INGREDIENTS: Nonfat milk, liquid sugar (sugar, water), less than 1% of cocoa (processed with alkali), corn starch, salt, carrageenan, natural flavor, vitamin A palmitate, vitamin D3.

Contains: milk

DFA Dairy Brands, 2711 North Haskell Ave, Suite 3400, Dallas, Texas 75204

CLIFTON GRAVES PRODUCTION FORMULA Formula # 39540 1/6/2022 Status: APPROVED
Replaces: 1/27/2022 8:38:29 (39772) Nutrition Last Revised: 11/30/2021

This contains proprietary and confidential information of Dean Foods Company.
Any unauthorized review, use, disclosure, or distribution is prohibited.

Agenda Item #6.2.

Sour Cream

Nutrition Facts

servings per container

Serving size

2 Tbsp (30g)

Amount per serving

Calories

60

% Daily Value*

Total Fat 5g 7%

Saturated Fat 3.5g 17%

Trans Fat 0g

Cholesterol 20mg 7%

Sodium 40mg 2%

Total Carbohydrate 2g 1%

Dietary Fiber 0g 0%

Total Sugars 1g

Includes 0g Added Sugars 0%

Protein less than 1g

Vitamin D 0mcg 0%

Calcium 40mg 2%

Iron 0mg 0%

Potassium 50mg 0%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: Cultured cream, less than 2% of whey, food starch-modified (corn), sodium phosphate (sodium tripolyphosphate), guar gum, carrageenan, calcium sulfate, locust bean gum.

Contains: milk

Agenda Item #6.2.

4% Cottage Cheese

Nutrition Facts	
servings per container	
Serving size	1/2 cup (113g)
Amount per serving	
Calories	110
% Daily Value*	
Total Fat 5g	6%
Saturated Fat 3g	15%
Trans Fat 0g	
Cholesterol 25mg	8%
Sodium 440mg	19%
Total Carbohydrate 6g	2%
Dietary Fiber 0g	0%
Total Sugars 5g	
Includes 0g Added Sugars	0%
Protein 12g	23%
Vitamin D 0mcg	0%
Calcium 100mg	8%
Iron 0mg	0%
Potassium 200mg	4%
* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.	
INGREDIENTS: Cultured nonfat milk, milk, cream, whey, less than 2% of salt, corn starch, nonfat milk, citric acid, potassium sorbate and carbon dioxide (preservatives), mono and diglycerides, carrageenan, locust bean gum, guar gum, sodium phosphate (tetrasodium pyrophosphate), monopotassium phosphate, natural and artificial flavor, enzymes.	
Contains: milk	



CITY OF LAS CRUCES

PRICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of _____, 2025 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Labatt Food Service, of 9730 Railroad Drive, El Paso, Texas, 79924, hereinafter called "CONTRACTOR".

1. PRODUCT DESCRIPTION

Provide food and supply delivery services as needed and required by the City of Las Cruces Senior Nutrition program.

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall deliver PRODUCT as bid in response to the CITY'S Invitation to Bid No 24-25-021 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

In consideration for CONTRACTOR'S satisfactory performance agreed to herein, the CITY shall compensate CONTRACTOR based upon pricing offered in CONTRACTOR'S bid response, in an amount not to exceed \$1,000,000.00 annually, plus applicable taxes. CONTRACTOR shall deliver product upon receipt of a purchase order from the CITY. The CITY cannot authorize costs to be incurred prior to such purchase order.

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

5. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of project that are required by the CITY, and it will serve the CITY, diligently and faithfully,

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

6. TERM AND SCHEDULE

This Agreement shall become effective on April 1, 2025 for a term of five (5) years through March 31, 2030. CONTRACTOR shall deliver PRODUCT in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS

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

8. CHANGES AND EXTRA SERVICES BY THE CITY

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

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

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

10. DELAYS

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

11. TERMINATION

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

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

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

12. RECORDS AND AUDITS

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

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

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

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

14. INDEPENDENT CONTRACTOR

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

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

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

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE

Insurance is not required under the terms of this Agreement.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses,

damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

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

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

20. BREACH

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

21. DISPUTE RESOLUTION

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

22. NOTIFICATION

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

TO CITY: City of Las Cruces
 PO Box 20000
 Las Cruces, NM 88004
 ATTENTION: Roger Bishop

With Copies to: Purchasing Manager

TO CONTRACTOR: Labatt Food Service
 9730 Railroad Drive
 El Paso, TX 79924
 ATTENTION: Paola Garcia

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.

LABATT FOOD SERVICE

CITY OF LAS CRUCES

BY: _____

Name:

Title:

Date

BY: _____

Alicia Hernandez

Purchasing Manager

Date

APPROVED AS TO FORM



11/26/2024

City Attorney

EXHIBIT A

I. Purchase Standards

A. Food purchased by the City's Senior Nutrition program shall meet or exceed the purchasing specifications for each of the items listed below. Minimum food specifications are as follows:

1. Beef and Veal: United States Department of Agriculture (USDA) Choice, except for meat used in extended dishes which may be USDA standard.
2. Pork and Lamb: USDA Grade A (#1)
3. Poultry: USDA Grade A
4. Eggs: USDA Grade A Large and SHALL BE PASTEURIZED
5. Dairy Products: USDA Grade A
6. Frozen Foods: USDA Grade A Fancy
7. Canned Foods: USDA Grade A; FRUITS PACKED IN LIGHT SYRUP
8. Cheeses: Cheddars, Swiss and Monterey Jack shall be All Natural, Non-Processed
9. Ground Beef: USDA Standard or Better – Ground Beef and Beef Patties shall be 85% ALL BEEF, and FAT content shall not exceed 15%
10. Veal and Pork Steaks: Solid meat portions, not pre-formed from chopped or ground meat, and unless otherwise specified, NOT BREADED
11. Hot Dogs/Frankfurters: All Beef, maximum 5 per pound, Turkey Franks may be specified as an alternate at times to satisfy health and dietary requirements.
12. Processed Lunch Meats: such as salami shall be a quality ALL BEEF or BEEF/PORK, or a TURKEY product as specified.

B. All meat cuts shall be in accordance with the USDA institutional Meat Purchase specifications. The indicated grades are intended as minimum standards only and may be exceeded when possible. All other food stuffs not included in the above categories shall be of comparable quality.

C. Purchase of food, supplies, and any equipment shall meet requirements of USDA, Food and Drug Administration (FDA), and the National Sanitation Foundation (NSF). In the absence of grade labeling, the vendor shall provide the City with package labels or industry accepted grade equivalent standards to verify that the minimum grades specified are being provided.

D. All produce shall comply in all respects to standards and regulations established by federal and/or New Mexico state laws, including Federal Food, Drug, and Cosmetic Act and subsequent decision of the U.S. Department of Agriculture.

E. Staple Foods, also known as Dry Groceries, consist of non-perishable,

shelf foods such as canned goods (fruits, vegetables, meats, soups), bakery items, beverages, cereals, cookies, crackers, gelatins, grains, juices, nuts, pasta, pickles, relishes, preserves, salad dressings, non-refrigerated dairy, condiments, sauces, baking supplies, spices, cooking oils, shortening, sugar, syrups, tomato products, etc. All staple food shall comply in all respects to standards and regulations established by federal and/or New Mexico state laws, including Federal Food, Drug and Cosmetic Act and subsequent decision of the U.S. Department of Agriculture.

II. Scope of Work

A. Orders and Deliveries:

1. The CONTRACTOR shall designate a coordinator as a local single point of contact (SPOC), as well as a backup, that will be accessible during normal working hours to handle and assist in and all inquiries regarding delivery status, order add-ons, billing, product availability, contract pricing, contract compliance requirements, and problem solving.
2. The SPOC agrees to work with the City's Kitchen Supervisor or designee on account setup for orders, building an order guide and forecasting, routing and delivery, training for their specific web applications, assistance when placing order.
3. Deliveries at all locations must be made on the same day between 6:00 AM and 8:00 AM with no exceptions. The successful bidder(s) must make center deliveries using the schedule given. In the event the delivery days falls on a scheduled holiday closure for the City, the vendor will complete the delivery the next business day.
4. Each invoice must be presented in duplicate with the driver's understanding that the order must be checked in thoroughly and deemed complete and acceptable by city staff before signing the invoice.
5. Any deliveries of unsatisfactory product as determined by city personnel will be refused.
6. All temperature-controlled safety foods must be delivered in refrigerated trucks. To meet EID regulations trucks must remain running during delivery to sites to ensure product stays at temperature.
7. Any product outages or shorts shall be communicated to the Kitchen Supervisor or designee within one (1) business day after the order is placed with the vendor.
8. Delivery Locations
The City's three (3) production kitchens are located within a two-mile radius of each other. Each of the kitchens require a separate delivery based on weekly food order and supply order placed by the Kitchen Supervisor or designee. Typically, the food orders will be placed one week prior to when the product is needed to allow time to plan as needed for outages and substitutions.
 - a. Munson Senior Center – 975 South Mesquite Street, Las Cruces, NM 88001

- b. Eastside Community Center – 310 North Tornillo Street, Las Cruces, NM 88001
- c. Henry Benavidez Community Center – 1045 McClure Road, Las Cruces, NM 88001

III. Pricing & Invoicing

- A. Discounts are to be applied to the retail value of products.
- B. CONTRACTOR shall provide product catalogs (preferably e-catalogs with on-line access) to identify purchased goods and verify prices of such goods.
- C. The City reserves the right to conduct an audit at any time during the term of this Agreement to assure that pricing is in compliance with the submitted price list.
- D. Separate invoices shall be rendered for each and every complete delivery.
- E. Supply and food items shall be rendered on separate invoices, per grant requirements.
- F. Separate invoices may be required for food items purchased, which are an American produced product, per federal grant reporting requirements.
- G. Detailed invoicing is to be submitted at time of delivery, in duplicate, and shall include:
 - 1. Purchase Order number
 - 2. Item number
 - 3. Item description
 - 4. Quantity
 - 5. Retail price
 - 6. Discounted price
 - 7. Extended cost



CITY OF LAS CRUCES

INVITATION TO BID

TITLE	BID #	DUE DATE/TIME
Senior Nutrition Program	23-24-021	November 5, 2024 / 2:00 PM

Bid Submitted by: Labatt Food Service
(Company)

BIDDING CONDITIONS

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

- 1) Bidders are advised that all bids are subject to the legal requirements as provided for in the City of Las Cruces (City) Procurement Code, Chapter 24 Las Cruces Municipal Code (LCMC), 1998 available on the City's website:
https://www.municode.com/library/nm/las_cruces/codes/code_of_ordinances?nodeId=PTIIMUCO_CH24PRCO
 - a) Preference will be given to bidders residing within New Mexico and/or Las Cruces, NM, in accordance with §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, and Section 24-100, LCMC, 1998, of the City Procurement Code.
 - b) Whenever bid specifications are for supplies or materials consisting of recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall receive a 5% preference pursuant to §13-1-21, NMSA, 1978.
 - c) The application of multiple preferences shall be limited to ten percent (10%).
 - d) Whenever federal funds that are subject to the U.S. OMB "Common Rule" and involved in the purchase of goods/services by the City, the preferences stated within this section are not applicable.
 - e) DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF DURING THE BID PROCESS (from Public Notice through Award), OTHER THAN PURCHASING SECTION STAFF, WILL RENDER THE BID NON-COMPLIANT AND UNACCEPTABLE FOR AWARD.
 - f) Bidder agrees to comply with all City, State and Federal rules and regulations.
 - g) Bidder is responsible for complying with criminal laws prohibiting bribes, gratuities and kickbacks.
- 2) Bids must:
 - a) be submitted typed or in ink on **UNALTERED City bid forms** for bid to be considered.
 - b) be complete with required information.
 - c) be signed by an authorized representative.
 - d) be submitted separately and labeled as such when submitting more than one bid.
 - e) state the manufacturer BRAND/MODEL NUMBER offered on all items along with brochures and specifications.
 - f) include samples at no cost for evaluation purposes when required by the bid specifications or otherwise requested by the City.
 - g) include a request for return of samples, by the supplier, otherwise samples shall become the property of the City after 60 days. (Bidders must arrange for and absorb the cost of any sample return.)
 - h) be submitted in PDF format via e-mail to bidclerk@lascruces.gov with the bidder's company name, bid number and title, and due date/time in the subject line of the message.
 - i) be received by the City Purchasing Section in the Bid Clerk e-mail inbox by the specified due date and time. Late bids shall not be accepted.
- 3) Pricing shall:
 - a) state the UNIT PRICE and EXTENDED AMOUNT for each item or service offered. UNIT PRICES GOVERN ANY ERRORS IN THE EXTENSION and shall be stated F.O.B. - Destination; Prepaid Full Freight Allowed
 - b) exclude any applicable taxes.
 - c) be effective for 45 days.
- 4) Questions:
 - a) MUST be submitted in writing and emailed to bidclerk@lascruces.gov referencing the bid number and title.
 - b) will be accepted only up to one week prior to the bid due date/time.
- 5) Addenda:
 - a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
 - b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via email or mail.
 - c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked **REVISED**.
 - d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.
- 6) The City reserves the right to:
 - a) determine responsible bidders and responsive bids.
 - b) accept and award compliant bids based on the lowest:

- i) Individual Unit Price, or
 - ii) Grouped Unit Price, or
 - iii) Lump Sum Unit Price; whichever is deemed most beneficial to the City.
 - c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought.
 - d) negotiate an extension of effective price dates.
 - e) change the quantity of bid items within their effective price date.
 - f) reject any or all bids partially or wholly.
- 7) It is the City's intent to award bids within 45 days of the bid due date.
- a) Bidders may obtain bid results by contacting the Bid Clerk at bidclerk@lascruces.gov.
 - b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension.

Bid Form

Receipt of Addenda Nos. 2 is hereby acknowledged. (Where none received, place '0' in this space.)

Payment Terms: Net 30 Days Bidder guarantees delivery of items within 7 days

Pricing for this bid is effective through Discounts effective through 12/31/25* (price agreements are effective for one year from date of award)

NM Tax & Revenue Department Combined Reporting System (CRS) # 03-170319-00-4

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

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

NM Resident Certificate from NM Tax and Revenue Department enclosed ☒ Yes ☐ No

NM Resident Veteran Certificate from NM Tax and Revenue Department enclosed ☐ Yes ☒ No

Federal Employer / Tax Identification # 741599564 (mandatory for all respondents)

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

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

COMPANY NAME & ADDRESS:

Labatt Food Service
9730 Railroad Drive
El Paso, TX 79924
(915) 585-4400 Ext. 5620
 Phone (915) 603-5175
 Fax _____

Paola Garcia, El Paso District Manager
 Typed or Printed Name of Authorized Representative & Title

Paola Garcia 11/4/24
 Signature Date

pgarcia@labattfood.com
 Email

* Price Discounts are effective through 12/31/2025. Individual unit prices are subject to adjustment on a weekly basis if the manufacturer cost changes.

BID SUBMITTAL CHECK LIST

DESCRIPTION	COMMENT
Bid Form	Ensure bid is signed by representative stated on the form and completely filled out, as applicable, and especially that all addenda are acknowledged.
Federal Certifications	All Federal Certifications must be signed and submitted with bid
Disadvantaged Business Enterprise (DBE) Program Race Neutral	Form must be completed, signed and submitted with bid

CITY OF LAS CRUCES

Senior Nutrition Program

I. Introduction

The City seeks to establish contracts with multiple food, produce, dairy, and supply vendors who furnish food service establishments. The selected vendors shall provide food and supply delivery services as needed and required by the City. The Senior Nutrition program has an average expenditure of \$960,000 per contract year for all food purchases and \$100,000 for kitchen supply purchases. The Mission of Senior Programs is to promote and enhance the physical, intellectual, social, and creative well-being of individuals 50+, to increase their quality of life. The Senior Nutrition program provides approximately 212,000 lunch meals and 118,000 breakfast meals to seniors aged 60 and older over a twelve (12) month period. The program operates three (3) production kitchens and two (2) catered meal sites. The same lunch meal is served at all five (5) community dining sites and delivered through the Home Delivered Meals program along with a ready-to-eat breakfast for the next day. Sources of funding include federal grants, state grants, city funds, and revenue generated from participant donations. Due to the federal funding involved with these purchases, the respondent must include signed copies of the federal certifications in this Invitation to Bid with their bid submittals.

II. Bid Items

A. Food purchased by the City's Senior Nutrition Program shall meet or exceed the purchasing specifications for each of the items listed below. Minimum food specifications are as follows:

1. Beef and Veal: United States Department of Agriculture (USDA) Choice, except for meat used in extended dishes which may be USDA standard.
2. Pork and Lamb: USDA Grade A (#1)
3. Poultry: USDA Grade A
4. Eggs: USDA Grade A Large and SHALL BE PASTEURIZED
5. Dairy Products: USDA Grade A
6. Frozen Foods: USDA Grade A Fancy
7. Canned Foods: USDA Grade A; FRUITS PACKED IN LIGHT SYRUP
8. Cheeses: Cheddars, Swiss and Monterey Jack shall be All Natural, Non-Processed
9. Ground Beef: USDA Standard or Better – Ground Beef and Beef Patties shall be 85% ALL BEEF, and FAT content shall not exceed 15%
10. Veal and Pork Steaks: Solid meat portions, not pre-formed from chopped or ground meat, and unless otherwise specified, NOT BREADED
11. Hot Dogs/Frankfurters: All Beef, maximum 5 per pound, Turkey Franks may be specified as an alternate at times to satisfy health and dietary requirements.
12. Processed Lunch Meats: such as salami shall be a quality ALL BEEF or BEEF/PORK, or a TURKEY product as specified.

B. All meat cuts shall be in accordance with the USDA institutional Meat Purchase specifications. The indicated grades are intended as minimum standards only and may be exceeded when possible. All other food stuffs not included in the above categories shall be of comparable quality.

C. Purchase of food, supplies, and any equipment shall meet requirements of USDA, Food and Drug Administration (FDA), and the National Sanitation Foundation (NSF). In the absence of grade labeling, the vendor shall provide the City with

- package labels or industry accepted grade equivalent standards to verify that the minimum grades specified are being provided.
- D. All produce shall comply in all respects to standards and regulations established by federal and/or New Mexico state laws, including Federal Food, Drug, and Cosmetic Act and subsequent decision of the U.S. Department of Agriculture.
 - E. Staple Foods, also known as Dry Groceries, consist of non-perishable, shelf foods such as canned goods (fruits, vegetables, meats, soups), bakery items, beverages, cereals, cookies, crackers, gelatins, grains, juices, nuts, pasta, pickles, relishes, preserves, salad dressings, non-refrigerated dairy, condiments, sauces, baking supplies, spices, cooking oils, shortening, sugar, syrups, tomato products, etc. All staple food shall comply in all respects to standards and regulations established by federal and/or New Mexico state laws, including Federal Food, Drug and Cosmetic Act and subsequent decision of the U.S. Department of Agriculture.
 - F. A product list will be provided as part of this solicitation to detail the program's needs. This list is subject to change to accommodate the needs of the Senior Nutrition program. The product list will include product description, preferred packaging sizes, and estimated order quantity for a six-month period.
 - G. Respondents are asked to input offered packaging sizes and manufacturer/brand names of products carried. This is for informational purposes only to assist with ordering and will not be a factor for award.
 - H. Respondents are asked to provide a discount percentage to be offered for each category, and delivery fees per order as detailed in Tables A & B. Should respondent need to offer a discount percentage for an individual product that varies from the category discount listed in Table A, this alternate discount should be entered on the attached product list. Respondents should only enter discount percentages on the product list if they differ from the general category discount.

Ex. a respondent may want to offer a 7% discount on dairy products but can only offer a 3% discount on sour cream. The respondent would enter the 7% on Table A, and the 3% would be entered on the attached product list.

Table A: General percent (%) discount on food categories.

ITEM	DESCRIPTION	Discount %
1.	Dairy Products - Discount on Prices are to be those listed on vendors current established price list.	7.0 %
2.	Fresh Eggs - Discount on Prices are to be those listed on vendors current established price list	7.0 %
3.	Fresh Produce - Discount on Prices are to be those listed on vendors current established price list	7.0 %
4.	Frozen Foods - Discount on Prices are to be those listed on vendors current established price list.	7.0 %
5.	Meat and Poultry - Discount on Prices are to be those listed on vendors current established price list	7.0 %
6.	Staple Foods - Discount on Prices are to be those listed on vendors current established price list	7.0 %
7.	General Supplies - Discount on Prices are to be those listed on vendors current established price list	7.0 %

Table B: Delivery Fees

ITEM	DELIVERY FEE PER ORDER	FEE
1.	Standard Delivery	\$ 0.00
2.	Expedited Delivery	\$ 0.00

PRICE INCREASES:

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

PRICE DECREASES:

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

"OR APPROVED EQUAL" CLARIFICATIONS:

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

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

III. Scope of Work**A. Orders and Deliveries:**

1. The preferred contractor(s) shall designate a coordinator as a local single point of contact (SPOC), as well as a backup, that will be accessible during normal working hours to handle and assist in and all inquiries regarding delivery status, order add-ons, billing, product availability, contract pricing, contract compliance requirements, and problem solving.
2. The SPOC agrees to work with the City's Kitchen Supervisor or designee on account setup for orders, building an order guide and forecasting, routing and delivery, training for their specific web applications, assistance when placing order.
3. Deliveries at all locations must be made on the same day between 6:00 AM and 8:00 AM with no exceptions. The successful bidder(s) must make center deliveries using the schedule given. In the event the delivery days falls on a scheduled holiday closure for the City, the vendor will complete the delivery the next business day.
4. Each invoice must be presented in duplicate with the driver's understanding that the order must be checked in thoroughly and deemed complete and acceptable by city staff before signing the invoice.
5. Any deliveries of unsatisfactory product as determined by city personnel will be refused.

6. All temperature-controlled safety foods must be delivered in refrigerated trucks. To meet EID regulations trucks must remain running during delivery to sites to ensure product stays at temperature.
7. Any product outages or shorts shall be communicated to the Kitchen Supervisor or designee within one (1) business day after the order is placed with the vendor.
8. Delivery Locations
The City's three (3) production kitchens are located within a two-mile radius of each other. Each of the kitchens require a separate delivery based on weekly food order and supply order placed by the Kitchen Supervisor or designee. Typically, the food orders will be placed one week prior to when the product is needed to allow time to plan as needed for outages and substitutions.
 - a. Munson Senior Center – 975 South Mesquite Street, Las Cruces, NM 88001
 - b. Eastside Community Center – 310 North Tornillo Street, Las Cruces, NM 88001
 - c. Henry Benavidez Community Center – 1045 McClure Road, Las Cruces, NM 88001

IV. Pricing & Invoicing

- A. Discounts are to be applied to the retail value of products.
- B. Vendor shall provide product catalogs (preferably e-catalogs with on-line access) to identify purchased goods and verify prices of such goods.
- C. The City reserves the right to conduct an audit at any time during the term of this Agreement to assure that pricing is in compliance with the submitted price list.
- D. Separate invoices shall be rendered for each and every complete delivery.
- E. Supply and food items shall be rendered on separate invoices, per grant requirements.
- F. Separate invoices may be required for food items purchased, which are an American produced product, per federal grant reporting requirements.
- G. Detailed invoicing is to be submitted at time of delivery, in duplicate, and shall include:
 1. Purchase Order number
 2. Item number
 3. Item description
 4. Quantity
 5. Retail price
 6. Discounted price
 7. Extended cost

FEDERAL CERTIFICATIONS

The following federal forms must be signed and included in the bid.

**CONTRACTING WITH SMALL AND MINORITY FIRMS,
WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS**

- (1) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (2) Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

CERTIFICATION OF RESTRICTIONS ON LOBBYING

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

Date: 11/4/24
Signature: Pablo Jania
Title: El Paso District Manager
Company Name: Labatt Food Service

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Paola Garcia, El Paso District Manager
Name and Title of Authorized Representative

Paola Garcia 11/4/24
Signature and Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CONFLICTS OF INTEREST

Based in part on federal regulations and contract agreement between the Owner and the Department of Energy (DOE), no employee, officer, or agent of the Owner (DOE grantee) shall participate in selection, or in the award of administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when;

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or

(iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Proposers, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or their disciplinary actions for violations of such standard by the grantee's and subgrantee's officers, employees, or agents or by Proposers or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest. Neither the Owner nor any of its proposers or their subproposers shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner is activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

Date: 11/4/24
Signature: Pablo J. Jami
Title: El Paso District Manager
Company Name: Labatt Food Service

Americans with Disabilities Act of 1990 –

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

Section 504 of the Rehabilitation Act of 1973 –

The Vendor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, et Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Vendor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights act of 1964, as amended.

Age Discrimination in Employment Act of 1967 –

The Vendor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, et Seq.).

Drug Free Workplace –

The Vendor shall comply with the Drug-Free Workplace Act of 1988.

Equal Opportunity Compliance –

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

Non-Discrimination Service Delivery –

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

Company: Labatt Food Service

Official's Name: Paola Garcia

Title: El Paso District Manager

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **LABATT NEW MEXICO LLC**

DBA: **LABATT NEW MEXICO**
PO BOX 2140
SAN ANTONIO, TX 78297-2140

Expires: **16-Nov-2024**

Certificate Number:

L1169351600



Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

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City of Las Cruces Purchasing
RFP No. 24-25-021 Senior Nutrition Program

Product Listing
(Estimated quantities are per six-month period)

Company Name
Address
City, State Zip
Phone
Email

Labatt Food Service
9730 Railroad Drive
El Paso, TX 79924
(915) 585-4400 Ext. 5620
pgarcia@labattfood.com

ITEM	DESCRIPTION	EST. QTY	CLC PREFERRED PACKAGING	RESPONDENT'S PACKAGING	MFR./BRAND NAME	DISCOUNT %
DAIRY						
1	Whipped Topping Aerosol Can	3 CS	12/can Per CS	12/15 OZ	REDDI-WIP	
2	Cheese Parmesan Grated	10 CS	2-5Lb. Bags Per CS	4/5 LB	MOSAIC	
3	Cheese Parmesan Shredded	10 CS	2-5Lb. Bags Per CS	1/5 LB	BELGIOIOSO	
4	Evaporated Milk	12 CS	48-12oz. cans Per CS	24/12 OZ	VELVET	
5	Butter Solids	32 CS	30-1Lb. Per CS	36/1 LB	OLD WORLD	
6	Butter Individual	32 CS	600 Each Per CS	720/5 GRAM	GRASSLAND	
7	Sour Cream Individual PKG	20 CS	200 Each Per CS	100/1 OZ	DAISY	
8	Milk-Low Fat 1%	360 CS	50-1/2 Pints Per CS	50/8 OZ	SARAH FARMS	
9	Milk-Low Fat 2%	1250 CS	50-1/2 Pints Per CS	50/8 OZ	SARAH FARMS	
10	Milk-Low Fat Chocolate 1%	320 CS	50-1/2 Pints Per CS	50/8 OZ	SARAH FARMS	
11	Sour Cream-Cultured	15 CS	2/5# Per CS	1/5 LB	DAISY	
12	Cottage Cheese	15 CS	2/3# Per CS	1/5 LB	SARAH FARMS	
13	Yogurt W/Fruit Assorted Flavors	500 CS	48/4oz Per CS	48/4 OZ	DANNON	
14	Yogurt-Plain-Low Fat	12 CS	6/32oz Per CS	6/32 OZ	DANNON	
15	Sherbet-Individual/Assorted Flavors	30 CS	72/3oz Per CS	96/4 OZ	LUIGI'S	
16	Ice Cream Individual/Assorted Flavors	30 CS	72/3oz Per CS	4/1 DOZ	BLUE BUNNY	
17	American Cheese-Sliced Yellow	10 CS	4-5Lb. Block/Per CS	4/5 LB	BONGARDS	
18	Provolone slices	10 CS	4-5Lb. Block/Per CS	8/1.5 LB	BONGARDS	
19	Cheddar Cheese Block	20 Blocks	40# Average/Per Block	1/40 LB	BONGARDS	

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20	Colby – Cheese	20 CS	13# Average/Per CS	200/1 OZ	LANDOLAKE	
21	Monterey Jack Cheese Shredded	70 CS	4-5Lb Bags/Per CS	4/5 LB	BONGARDS	
22	Mozzarella Cheese –Low Fat	70 Blocks	6# Average Block	8/1 LB	BELGIOIOSO	
23	Swiss-Cheese	10 CS	6-8# Average	2/8 LB	STELLA	

FRESH EGGS

24	Hard Boiled, Cooked & Peeled Eggs- Large Grade AA	150CS	12/12 ct/ cs	12/12 CT	DEB EL	

FRESH PRODUCE

25	Garlic Cloves, Peeled, Fresh	4 bags	24 oz/bag	1/5 LB	GARLIC	

FROZEN FOODS

26	English Muffins-Plain, Frozen	50 CS	72 each Per CS	144/2 OZ	BAKE CRAFTERS	
27	Croissants-Frozen	200 CS	96-1oz Per CS	150/1.5 OZ	BAKE CRAFTERS	
28	Biscuit-Frozen	50 CS	120/1oz Per CS	105/1.25 OZ	BRIDGFORD	
29	Asparagus Spears-Frozen	60 CS	6/2.5# Per CS	1/11 LB	VEGETABLE/ ASPARAGUS	
30	Green Beans-Cut-Frozen	60 CS	12/2# Per CS	12/2 LB	STOKELY	
31	Green Beans Whole Premium Frozen	60 CS	12/2# Per CS	12/2 LB	VALAMONT	
32	Broccoli –Florets-Frozen	80 CS	12/2# Per CS	12/2 LB	GARDEN FRESH	
33	Broccoli Spears-Frozen	20 CS	12/2.5# Per CS	12/2.5 LB	EXPOR	
34	Brussels Sprouts-Frozen	80CS	12/2# Per CS	12/2 LB.	GARDEN FRESH	
35	Baby Carrots-Frozen	60 CS	12/2# Per CS	1/20 LB	STOKELY	
36	Carrots-Sliced-Frozen	60 CS	12/2# Per CS	12/2 LB	STOKELY	
37	Cauliflower-Frozen	60 CS	12/2# Per CS	12/2 LB	EXPOR	
38	Corn-Kernels-Frozen	60 CS	12/2.5# Per CS	1/20 LB	STOKELY	

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39	Corn-Chuck wagon Blend-Frozen	30 CS	12/2# Per CS	6/3 LB	STOKELY	
40	Island Blend-Frozen	30 CS	6/4# Per CS	6/3 LB	STOKELY	
41	Peas-Green-Frozen	32 CS	12/2.5# Per CS	12/2.5 LB	GARDEN FRESH	
42	Peas & Carrots-Frozen	24 CS	12/2.5# Per CS	12/2.5 LB	GARDEN FRESH	
43	Spinach-Leaf-Frozen	20 CS	12/3# Per CS	12/3 LB	GARDEN FRESH	
44	Squash-Yellow Sliced-Frozen	15 CS	12/3# Per CS	12/3 LB	GARDEN FRESH	
45	Squash-Zucchini Sliced-Frozen	30 CS	12/3# Per CS	12/2 LB	STOKELY	
46	Winter Mix Broccoli & Cauliflower Blend-Frozen	60 Cs	12/2# Per CS	1/20 LB	GARDEN FRESH	
47	Normandy Blend-Frozen	60 cs	12/2# Per CS	12/2 LB	GARDEN FRESH	
48	California Blend-Frozen	30 CS	12/2# Per CS	12/2 LB	GARDEN FRESH	
49	Capri Blend-Frozen	30 CS	12/2# Per CS	6/3 LB	STOKELY	
50	5-Way mix Vegetables-Frozen	80 CS	12/2.5# Per CS	1/20 LB	GARDEN FRESH	
51	Italian Mix Vegetables-Frozen	24 CS	12/2# Per CS	6/3 LB	STOKELY	
52	Oriental Mix Vegetables-Frozen	20 CS	12/2# Per CS	6/3 LB	STOKELY	
53	Stir Fried Vegetables-Frozen	20 CS	6/2# Per CS	12/2 LB	VALAMONT	
54	Egg Rolls-Vegetables-Frozen	32 CS	60-3oz Per CS	6/12CT	MINH	
55	Ravioli With Cheese (Approx 200/PKG.)	20 CS	10Lb. PKG Per CS	324/1.23 OZ	TASTY BRANDS	
56	Potato-Tater Tots-Frozen	15 CS	6/5# Per CS Per CS	6/5 LB	SIMPLOT	
57	Potato French Fries -Frozen	9 CS	6/5# Per CS	6/5 LB	TATER PALS	
58	Green Chile-Chopped-Frozen	36 CS	5/5# Per CS	5/5 LB	BUENO	
59	Red Chile Puree-Frozen	36 CS	8/56oz Per CS	8/3.5 LB	BUENO	

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60	Strawberries-Sliced-Frozen	8 CS	6/6.5# Per CS	6/6.5 LB	ANACAPA	
61	Apple Pie -Frozen	6 CS	6 /46 oz Per CS	6/46 OZ	CHEF PIERRE	
62	Pecan Pie-Frozen	6 CS	6/Pies Per CS	6/36 OZ	CHEF PIERRE	
63	Pumpkin Pie Unbaked-Frozen	20 CS	6/46oz Per CS	6/40 OZ	CHEF PIERRE	
64	Chocolate Chips/Cookies/Frozen	3 CS	240-1.5oz Per CS	240/1.5 OZ	OTIS SPUNKMEYER	
65	Macadamia Nut Cookies/Frozen	3 CS	240-1.5oz Per CS	240/1.33 OZ	OTIS SPUNKMEYER	
66	Oatmeal Raisins Cookies Frozen	3 CS	240-1.5oz Per CS	240/1.5 OZ	OTIS SPUNKMEYER	
67	Peanut Butter Cookies Frozen	3 CS	240-1.5oz Per CS	240/1.33 OZ	OTIS SPUNKMEYER	
68	Sugar Cookies	3 CS	240-1.5oz Per CS	240/1.33 OZ	OTIS SPUNKMEYER	
69	Lemon Bars, Frozen	40 cs	4-8X12" Sheets CS	4/8X12"	SARA LEE	
70	Lasagna Noodels, Frozen 8X10" sheets	15 cs	11LB CS	12/16 OZ	ZEREGA'S	
71	Red Tamale, Cooked	78 dz	1 dozen	6/24 CT	DSM COOK	
72	Beef Ravioli	20 cs	2/8Lb Average	6/#10	CHEF BOY	
73	Chile Relleno	35 CS	36/3.4 oz Per CS	1/24 CT	BUENO	
74	Fajita Vegetables- Bell Pepper/onions, Frozen	30	6/4 lb/ cs	6/3 LB	STOKELY	

MEAT AND POULTRY

75	Corned Beef Brisket-Raw	350 Lbs	3 each Per CS	2/20.5 LB	DANS PRIZE	
76	Corned Beef Brisket Cooked	350 Lbs	2/8Lb Per CS	6/1.5 LB	DANS PRIZE	
77	Beef Fajita Strip Marinated-Raw .5x.5x2.5	650 Lbs	4/5# Per CS	2/10 LB	DSM BEEF	
78	Ground Beef -85% Lean No Additives	1200 Lbs	8-10# Per CS	8/5 LB	PACKER	
79	Ground Beef Patties 4/1	240 Lbs	10LB Per CS	40/4 OZ	DOUBLE RED	

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80	Beef Liver 40/3oz	160 Lbs	10LB Per CS	1/10 LB	IBP	
81	Beef Meatballs-1oz	150 Lbs	10LB Per CS	320/5 OZ	ADVANCE	
82	Beef Top Round/Choice	1500 Lbs	3 Each Per CS	1/70 LB	IBP-CR	
83	Salisbury Steak 5/1	1000 Lbs	114/3oz Per	132/2.60 OZ	ADVANCE	
84	Chicken Fried Steak 4/1	220 Lbs	40/3oz Per CS	40/4 OZ	ADVANCE	
85	Diced Stew Meat Beef-Raw 1/2 in	1500 Lbs	10Lb Per CS	2/10 LB	DSM BEEF	
86	Beef Brisket Raw	600 Lbs	70Lb Average	5/13 LB	IBP	
87	Beef Frankfurter- 5x1	180 Lbs	50/ Per 10Lb	2/5 LB	BALL PARK	
88	Chicken Breast Random-Raw	750 Lbs	4/10Lb	4/10 LB	SANDERSON	
89	Chicken Breast Skinless	2400 Lbs	24/4oz Per CS	48/4 OZ	RIO GRANDE	
90	Chicken Fajita Strip Marinated Raw .5x.5x2.5	900 Lbs	4/5# Per CS	2/10LB	DSM CHIX	
91	Diced Chicken, Cooked, Boneless	200 Lbs	10 lb	2/5 LB	TYSON	
92	Chicken Thigh IQF 96 PCS	1200 Lbs	21.5Lb Per CS	96/4.9 OZ	TYSON	
93	Polish Sausage	100Lbs	4/10Lb Per CS	1/12 LB	HILLSHIRE	
94	Chicken Country Style Breaded	160 Lbs	40/3.5oz Per CS	1/15 LB	PERDUE	
95	Chicken Cordon Bleu	400 Lbs	36/4oz Per CS	36/4 OZ	BARBER	
96	Chicken Strip Tenders/White Meat	250 Lbs	10Lb Per CS	2/5 LB	TYSON RLP	
97	Fish Cod Fillet Unbreaded	800 Lbs	10/5Lb Per CS	1/10 LB	ICYBAY	
98	Fish Pollock Atlantic Raw	1200 Lbs	10/5Lb Per CS	1/25 LB	TRIDENT	
99	Fish Salmon-Pink Can	15 CS	6/4lb can Per CS	6/64 OZ	CHICKEN OF THE SEA	
100	Fish Salmon Filets	30 CS	36/4oz Per CS	1/10 LB	TRIDENT	

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101	Fish –Shrimp –CKD Medium	400 Lbs	2/5Lb Per CS	5/2 LB	AQUA STAR	
102	Fish Tuna-Light Water Can	18 CS	6/4Lb Per CS	6/66.5 OZ	CELEBRITY	
103	Pork Bacon	250 Lbs	15LB Per CS	1/300 CT	JIMMY DEAN	
104	Pork Chops Raw 4/1	850 Lbs	10Lb Per CS	40/4 OZ	HORMEL	
105	Diced Pork Cubed .5x.5	550 Lbs	10Lb Per CS	2/5 LB	DSM-ABQ	
106	Pork Loin-Lean, Boneless	1200 Lbs	2/9Lb Per CS	6/10 LB	SMITHFIELD	
107	Pork Pepperoni	100 Lbs	12Lb Average	1/10 LB	HILLSHIRE	
108	Pork Boneless Country Style Rib	100 Lbs	12Lb Average	N/A	N/A	
109	Pork Sausage	180 Lbs	10Lb Average	1/10 LB.	JIMMY DEAN	
110	Turkey Breast Cooked	400 Lbs	2/9Lb Average	2/9 LB	JENNIE O	
111	Carne Asada Meat, Diced/Strip	200 Lbs	10Lb Per CS	4/5 LB	DSM BEEF	
112	Turkey Ground Raw	180 Lbs	2/10Lb Per CS	4/5 LB	PERDUE	
113	Chicken Fried Chicken, Cooked Fritters, 3-4 oz	84 cs	40/CS	2/5 LB	TYSON RLS	
114	Bacon Bits, Real, Cooked	15 cs	10LB CS	2/5 #	HORMEL	
115	Turkey Ham Cured, ready to eat Diced	180 Lbs	10Lb Average	2/5 LB	JENNIE O	
116	Turkey Roast Raw	1000 Lbs	2/9Lb Per CS	2/8-10 LB	JENNIE O	

STAPLE FOODS

117	Apples-Slices In Water, Solid Packed; US Grade A	10 CS	6/#10 cans	6/#10	MUSSELMAN	
118	Applesauce-Sweet, US Grade A	12 CS	6/#10 cans	6/#10	MUSSELMAN	
119	Apricot Halves In Light Syrup US Grade A	12 CS	6/#10 cans	6/#10	DEL MONTE	
120	Cranberry Sauce –Whole US Grade A	3 CS	6/#10 cans	6/#10	OCEAN SPRAY	

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121	Cranberry Sauce –Jellied US Grade A	6 CS	6/#10 cans	6/#10	OCEAN SPRAY	
122	Fruit Cocktail –Light Syrup US Grade A	12 CS	6/#10 cans	6/#10	DEL MONTE	
123	Applesauce- Unsweet	12 CS	6/#10 cans	6/#10	DEL MONTE	
124	Tropical Fruit In Light Syrup US Grade A	15 CS	6/#10 cans	6/#10	GIFT OF NATURE	
125	Orange-Mandarin Whole Segments In Juice US Grade A	12 CS	6/#10 cans	6/#10	GIFT OF NATURE	
126	Peaches –Slices In Light Juice US Grade A	15 CS	6/#10 cans	6/#10	CELEBRITY	
127	Peaches-Diced In Light Syrup US Grade A	12 CS	6/#10 cans	6/#10	DEL MONTE	
128	Pears-Diced In Own Juice US Grade A	12 CS	6/#10 cans	6/#10	DEL MONTE	
129	Pineapple –Slices In Juice US Grade A	10 CS	6/#10 cans	6/10 #10	DOLE	
130	Pineapple Chunks In Juice US Grade A	12 CS	6/#10 cans	6/#10	DOLE	
131	Pineapple Tidbits In Juice US Grade A	15 CS	6/#10 cans	6/#10	GIFT OF NATURE	
132	Pineapple Crushed In Juice US Grade A	10 CS	6/#10 cans	6/#10	DOLE	
133	Plums-Purple In Heavy syrup US Grade A	12 CS	6/#10 cans	N/A	N/A	
134	Coconut-Shredded, US Grade A	4 CS	5/2Lb bags	5/2 LB	AZAR	
135	Pumpkin-Solid Pack US Grade A	6 CS	6/#10 cans	6/#10	SENECA	
136	Raisins-Seedless, Select-Bulk US Grade A	3 CS	30 Lb/CS	1/30 LB	CARUTHERS	
137	Lemon Juice 32oz Units	4 CS	12-32oz	1/1 GAL	REALEMON	
138	Lime Juice	3 CS	4-Gallon/CS	1/1/2 GAL	NATURAL BRANDS	
139	Tomato Juice can-12/46oz US Grade A	3 CS	12 cans/CS	12/46 OZ	CAMPBELLS	
140	Apple Juice	120 CS	48-5.5oz to 6oz	48/6 OZ	SUNCUP	

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141	Cranberry Juice	120 CS	48-5.5oz to 6oz	48/4 OZ	OCEAN SPRAY	
142	Grape Juice	120 CS	48-5.5oz to 6oz	70/6 OZ	SUNCUP	
143	Pineapple Juice	120 CS	48-5.5oz to 6oz	48/6 OZ	DOLE	
144	V8 Vegetable Juice	120 CS	48-5.5oz to 6oz	48/5.5 OZ	V-8	
145	Tomato Juice	100 cs	48-5.5oz to 6oz	48/5.5 OZ	CAMPBELLS	
146	Grapefruit Juice	30 CS	48-5.5oz to 6oz	1/32 OZ	NATURAL BRANDS	
147	Prune Juice	100 CS	48-5.5oz to 6oz	6/48 OZ	SUNSWEET	
148	Orange Juice	120 CS	48-5.5oz to 6oz	40/6.75 OZ	SUNCUP	
149	Apple Pie Filling –Ready to use US Grade A	3 CS	6/#10 cans	3/#10	LUCKY LEAF	
150	Blueberry Pie Filling –Ready to use US Grade A	8 CS	6/#10 cans	3/#10	LUCKY LEAF	
151	Cherry Pie Filling –Ready to use US Grade A	8 CS	6/#10 cans	3/#10	LUCKY LEAF	
152	Peach Pie Filling –Ready to use US Grade A	3 CS	6/#10 cans	3/#10	LUCKY LEAF	
153	3 Bean Salad; US Grade A	6 CS	6/#10 cans	6/#10	VEG-ALL	
154	Beets-Plain, Diced in Juice US Grade A	12 CS	6/#10 cans	6/#10	STOKELY	
155	Hominy-White, US Grade a	16 CS	6/#10 cans	6/#10	BUSH	
156	Mushrooms-Stems& Pieces US Grade A	10 CS	6/#10 cans	6/#10	CELEBRITY	
157	Olives, Ripe Black Pitted US Grade A	5 CS	6/#10 cans	6/#10	DEL DESTIN	
158	Pimientos-Diced 28oz	8 CS	24-28oz cans/CS	12/28 OZ	ROLAND	
159	Garlic Chopped In Water	6 CS	6-32oz Quarts/CS	6/1 QT	TULKOFF	
160	Dill Pickled-Relish US Grade A	8 CS	12/per CS	1/5 GAL	BEST MAID	
161	Sweet Pickled –Relish US Grade A	8 CS	4-Gallon/CS	1/1 GL	DEL SOL	

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162	Dill Pickled-Slices, US Grade A	8 CS	4-Gallon/CS	1/5 GAL	CHEF SUPREME	
163	Chow Mein Noodles	8 CS	6/#10 cans	6/24 OZ	LA CHOY	
164	Sauerkraut-Shredded US Grade A	6 CS	6/#10 cans	6/#10	STOKELY	
165	Sweet Potato In Syrup/cans	10 CS	6/#10 cans	6/#10	BRUCE	
166	Potato Instant Granules, US Grade A	15 CS	6/#10 cans	6/3.5 LB.	BASIC AMERICAN	
167	Potato –Dehydrated slices, US Grade A	6 CS	4-5 Lb. Bags/CS	4/5 LB	BASIC AMERICAN	
168	Tomato Catsup #10 US Grade A	10	6/#10 cans	6/#10	RED GOLD	
169	Tomatoes-Diced-In Juice US Grade A	6	6/#10 cans	6/#10	REDPACK	
170	Tomato Paste-can US Grade A	8 CS	6/#10 cans	6/#10	REDPACK	
171	Crushed- Red Tomatoes US Grade A	10 CS	6/#10 cans	6/1 #10	REDPACK	
172	Marinara Sauce-can US Grade A	12 CS	6/#10 cans	6/#10	REDPACK	
173	Tomato Sauce-can US Grade A	12 CS	6/#10 cans	6/#10	HUNT'S	
174	Molasses-cane US Grade A	2 CS	4/1gallon CS	1/1 GAL	OLDE FARM	
175	Baking Powder	9 CS	6/5# Per CS	1/5 LB	CLABBER	
176	Baking Soda	4 CS	24/1Lb Per CS	12/1 LB	DIAMOND CRYSTAL	
177	Biscuit Mix	15 CS	6/5Lb. Bags Per CS	6/5 LB	GENERAL MILLS	
178	Muffin Mix Fruit	3 CS	6/5Lb. Bags Per CS	6/5 LB	PIONEER	
179	Carrot Cake Mix	6 CS	6/5Lb. Bags Per CS	1/25 LB	PILLSBURY	
180	Chocolate Cake Mix	6 CS	6/5Lb. Bags Per CS	6/5 LB	GENERAL MILLS	
181	Yellow Cake Mix	8 CS	6/5Lb. Bags Per CS	6/5 LB	CONTINENTAL MILLS	

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182	White Cake Mix	8 CS	6/5Lb. Bags Per CS	6/5 LB	CONTINENTAL MILLS	
183	Lemon Cake Mix	8 CS	6/5Lb. Bags Per CS	6/5 LB	GOLD MEDAL	
184	Spice Cake Mix	8 CS	6/5Lb. Bags Per CS	6/5 LB	GOLD MEDAL	
185	Gingerbread Cake Mix	8 CS	6/5Lb. Bags Per CS	6/5 LB	ARC	
186	Flour-White-All-Purpose	40 Sacks	50Lb. Sacks	1/50 LB	CLIMAX	
187	Whole-Wheat-Flour	20 Sacks	50Lb. Sacks	1/50 LB	SHAWNEE	
188	Sugar White-Granulated	20 Sacks	50Lb. Sacks	1/50 LB	WALRUS	
189	Brownie Mix	8 CS	6/5Lb. Bags Per CS	6/6 LB	PIONEER	
190	Cheese Sauce-can	8 CS	6/#10 cans	6/#10	CHEF MATE	
191	Chocolate Chips	6 CS	12/11.5oz Per CS	12/12 OZ	HERSHEY	
192	Cookie Vanilla Wafer	9 CS	5# Box Per CS	2/2 LB	NABISCO	
193	Cornmeal	10 Sacks	25Lb. Sacks	1/25 LB	PIONEER	
194	Cornstarch	8 CS	12/1Lb bags Per CS	1/25#	ARGO	
195	Stuffing Mix Uncle Ben's	12 CS	6-3.5Lb Bags Per CS	6/56 OZ	BENS ORIGINAL	
196	Oatmeal	8 CS	12-42oz Boxes Per CS	12/42 OZ	QUAKER	
197	Crackers Saltine 2 each Per PKG	8 CS	500 PKG/Per CS	500/2 CT	KEEBLER	
198	Individual Potato Chips 1oz	36 CS	104-1oz Bags Per CS	104/1 OZ	LAYS	
199	Individual Corn Chips 1oz	8 CS	104-1oz Bags Per CS	104/1 OZ	FRITOS	
200	Corn Chips -16oz	8 CS	8-16oz. Bags Per CS	8/16 OZ	FRITOS	
201	Yeast-Dry	6 CS	12-2Lb Bags Per CS	12/2 LB.	FLEISCHMANN	
202	Rice-White Long Grain	32 Sacks	25Lb sacks	1/25 LB	FALCON	

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203	Rice Parboiled	20 Sacks	25Lb sacks	1/25 LB	FALCON	
204	Brown Rice	8 CS	25 lb bags	1/25 LB	BENS ORIGINAL	
205	24oz Gelatin-Reds-Assorted Jell-O or Grade A	12 CS	12-24oz Per CS	12/24 OZ	ROYAL	
206	24oz Gelatin-Citrus-Assorted Jell-O or Grade A	12 CS	12-24oz Per CS	12/24 OZ	ROYAL	
207	Cream-Whip-Imitation Powder	8 CS	12/12oz Per CS	N/A	N/A	
208	Creamer-Packet	12 CS	2,000 Per CS	1000/3 GM	COFFEE MATE	
209	Dehydrated Skim Milk	9 Sacks	25Lb Sacks	1/1 LB	RAMSEN	
210	Powdered Sugar	10 CS	12-2Lb Bags Per CS	12/2 LB	WALRUS	
211	Sugar –Brown	10 CS	12-2Lb Bags Per CS	12/2 LB	WALRUS	
212	Sugar –Equal Bulk	10 CS	6-1Lb bags Per CS	1/2000 CT	EQUAL	
213	Sugar- Splenda Individual	15 CS	2000/CS	1/2000 CT	SPLENDA	
214	Sugar Sweet & Low Individual	15 CS	2000/CS	1/2000 CT	SWEET-N-LOW	
215	Sugar Equal-PKG Individual	8 CS	2000/CS	1/2000 CT	EQUAL	
216	Sugar PKG Individual	18 CS	2000/CS	1/2000 EA	LABATT	
217	Tea Bulk	12 CS	96/1oz Per CS	96/1 OZ	TETLEY	
218	Powdered Lemonade /Pink	6 CS	12 Bags Per CS	12/10 OZ	FIRST FOOD	
219	Gravy Seasoning/Kitchen Bouquet	8 Each	Gallon /Each	12/32 OZ	K BOUQUET	
220	Barbeque Sauce CATTLEMAN'S	10 CS	4-Gallon Per CS	4/1 GAL	LITTLE PIG	
221	Soy Sauce KIKKOMMAN	8 CS	4-Gallon Per CS	4/1 GAL	KIKKOMAN	
222	Sweet & Sour Sauce	12 CS	6-1/2 gallon Per CS	6/5 GL	L J MINOR	

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223	Worcestershire Sauce	3 CS	4-Gallon Per CS	4/1 GL	CAJUN CHEF	
224	Beef Base-Paste Low Sodium	20 CS	12-1Lb. Jar Per CS	12/1 LB	KNORR	
225	Chicken Base-Paste Low Sodium	20 CS	12-1Lb. Jar Per CS	12/1 LB	KNORR	
226	Pecan Pieces	10 Each	3/ 2lb bags per cs	1/5 LB	VENDING	
227	Honey –Strained	3 CS	6-5Lb. Jar Per CS	1/5 LB	HONEYVILLE	
228	Mini Marshmallows	6 CS	12-1Lb. Bags Per CS	12/1 LB	JET PUFF	
229	Walnut Pieces	8 CS	3-2Lb. Bags Per CS	1/5 LB	VENDING	
230	Almond Slices	4 CS	3-2Lb. Bags Per CS	1/5 LB	AZAR	
231	Fortune Cookies (Individually Wrapped)	4 CS	500 Per CS	1/350 CT	GOLDEN BOWL	
232	Cole Slaw Dressing	4 CS	4-Gallon Per CS	4/1 GL	KEN'S	
233	Caesar Dressing	8 CS	4-Gallon Per CS	4/1 GL	KEN'S	
234	French Dressing	10 CS	4-Gallon Per CS	4/1 GL	KEN'S	
235	Italian Dressing	10 CS	4-Gallon Per CS	4/1 GAL.	KEN'S	
236	Ranch Dressing	20 CS	4-Gallon Per CS	4/1 GL	KEN'S	
237	Blue Cheese Dressing	3 CS	4-Gallon Per CS	4/1 GAL.	KEN'S	
238	Thousand Island Dressing	4 CS	4-Gallon Per CS	4/1 GL	KEN'S	
239	Honey Mustard Dressing	3 CS	4-Gallon Per CS	4/1 GL	KEN'S	
240	Mustard-Yellow-Prepared	3 CS	4-Gallon Per CS	4/1 GAL.	REDBOY	
241	Dijon- Mustard	3 CS	4-Gallon Per CS	4/1 GL	KEN'S	
242	Mayonnaise-Light	8 CS	4-Gallon Per CS	4/1 GAL.	KEN'S	
243	Mayonnaise Heavy Duty	15 CS	4-Gallon Per CS	4/1 GL	KEN'S	

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244	Vinegar Cider	2 CS	4-Gallon Per CS	6/1 GL	GARDENCLUB	
245	Vinegar Distilled Gallon	6 CS	4-Gallon Per CS	6/1 GL	GARDENCLUB	
246	Olive Oil	8 CS	4-Gallon Per CS	6/1 GL	MARIO	
247	Canola Oil Clear	20 CS	5-Gallon Per CS	3/1 GL	BUNGE	
248	Pan Vegetable Spray	10 CS	6-14oz cans Per CS	6/17 OZ	VEGALENE	
249	Peanut Butter	6 Each	5Lb. each Jars	1/5 LB	AZAR	
250	Cream of Chicken	12 CS	12/50oz cans Per CS	12/50 OZ	CAMPBELLS	
251	Cream Of Mushroom	12 CS	12/50oz cans Per CS	12/50 OZ	CAMPBELLS	
252	Tomato Soup	3 CS	12/50oz cans Per CS	12/50 OZ	CAMPBELLS	
253	Linguini Pasta	10 CS	20Lb. Boxes Per CS	2/10 LB	ZEREGA'S	
254	Fettuccini Pasta	10 CS	20Lb. Boxes Per CS	2/10 LB	ZEREGA'S	
255	Egg Noodles-Medium	24 CS	10 Lb Per CS	1/10 LB	PATRIA	
256	Elbow Macaroni	9 CS	10-2Lbs. Bags Per CS	2/10 LB	ZEREGA'S	
257	Lasagna Noodles	15 CS	10Lb. Per CS	12/16 OZ	ZEREGA'S	
258	Vegetable Spirals	8 CS	2-10Lb. Bags Per CS	2/10 LB	ZEREGA'S	
259	Spaghetti Noodles	12 CS	2-10Lb. Bags Per CS	2/10 LB	ZEREGA'S	
260	Penne Pasta	12 CS	20Lb. Per CS	2/10 LB	ZEREGA'S	
261	Banana Pudding/cans	9 CS	6/#10 cans Per CS	3/#10	LUCK LEAF	
262	Chocolate Pudding /cans	8 CS	6/#10 cans Per CS	6/#10	LUCK LEAF	
263	Tapioca Pudding /cans	9 CS	6/#10 cans Per CS	6/#10	LUCK LEAF	

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264	Lemon Pudding /cans	9 CS	6/#10 cans Per CS	3/#10	LUCK LEAF	
265	Vanilla Pudding/cans	10 CS	6/#10 cans Per CS	6/#10	LUCK LEAF	
266	Butterscotch Pudding /cans	10 CS	6/#10 cans Per CS	3/#10	LUCK LEAF	
267	French Dressing PKG	15 CS	200 Each Per CS	60/1.5 OZ	KEN'S	
268	Italian Dressing PKG	15 CS	200 Each Per CS	60/1.5 OZ	KEN'S	
269	Ranch Dressing PKG	28 CS	201 Each Per CS	60/1.5 OZ	KEN'S	
270	Thousand Island Dressing PKG	12 CS	200 Each Per CS	60/1.5 OZ	KEN'S	
271	Ketchup PKG	12 CS	200 Each Per CS	1000/9 GM	HEINZ	
272	Mustard PKG	12 CS	200 Each Per CS	200/.5 OZ	HEINZ	
273	Mayonnaise PKG	12 CS	200 Each Per CS	1/200 CT	HEINZ	
274	Tartar Sauce PKG	9 CS	200 Each Per CS	200/12 GRAM	HEINZ	
275	Relish PKG	9 CS	200 Each Per CS	200/9 GM	HEINZ	
276	Sweet & Sour Sauce PKG	15 CS	100 Each Per CS	100/1 OZ	KEN'S	
277	Assorted Jellies.5oz	60 CS	200 Each Per CS	200/0.5 OZ	SMUCKER'S	
278	Peanut Butter PKG Individual	10 CS	200 Each Per CS	120/1.1 OZ	JIF	
279	Apple Jacks	20 CS	96 Boxes Per CS	96/1 OZ	KELLOGGS	
280	Cereal Corn Pops	20 CS	96 Boxes Per CS	96/BOWL	KELLOGGS	
281	Cereal Cheerios	20 CS	96 Boxes Per CS	96/1 OZ	GENERAL MILLS	
282	Cereal Cheerios –Honey Wheat	20 CS	96 Boxes Per CS	96/1 OZ	GENERAL MILLS	
283	Cereal Bran Flakes	20 CS	96 Boxes Per CS	96/1.25 OZ	KELLOGGS	
284	Cereal Corn Flakes	20 CS	96 Boxes Per CS	96/BOWL	KELLOGGS	

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285	Cereal Golden Grahams	20 CS	96 Boxes Per CS	96/1 OZ	GENERAL MILLS	
286	Cereal Shredded Wheat	20 CS	96 Boxes Per CS	96/1 OZ	POST	
287	Cereal Kix	20 CS	96 Boxes Per CS	96/5/8 OZ	GENERAL MILLS	
288	Cereal Raisin Bran	20 CS	96 Boxes Per CS	96/1.25 OZ	KELLOGGS	
289	Cereal Special K	20 CS	96 Boxes Per CS	96/BOWL	SPECIAL K	
290	Cereal Total	20 CS	72 Boxes Per CS	70/7/8 OZ	GENERAL MILLS	
291	Cereal Rice Crispies	20 CS	96 Boxes Per CS	96/5/8 OZ	KELLOGGS	
292	Cereal Trix	20 CS	96 Boxes Per CS	96/1 OZ	GENERAL MILLS	
293	Cereal Wheaties	20 CS	96 Boxes Per CS	96/13/16 OZ	GENERAL MILLS	
294	Cereal Wheat and Raisin	20 CS	96 Boxes Per CS	96/1.25 OZ	KELLOGGS	
295	Cereal Frosted Flakes	20 CS	96 Boxes Per CS	96/1 OZ	GENERAL MILLS	
296	Cereal Instant Oatmeal PKG	20 CS	48/PKG Per CS	1/48 CT	QUAKER	
297	Cereal Instant Oatmeal Assorted Flavor Individual	20 CS	64/10z PKG Per CS	1/64 CT	QUAKER	
298	Cream Of Wheat Individual	20 CS	72/10z Per CS	12/28 OZ	QUAKER	
299	English Muffins Honey Wheat	12 CS	72 each Per CS	24/6 CT	CONESTOGA	
300	Mini Muffins Assorted 1.5oz Blueberry,	36 CS	72 Each Per CS	90/1.9 OZ	DAVE'S BAKING	
301	Mini Muffins Assorted .5oz Blueberry, Banana Nut,	60 CS	216/.5oz Per CS	48/2 OZ	CHEF PIERRE	
302	Mini Waffle- Blueberry Whole Grain	60 CS	60 -1.25oz Per CS	72/2.47 OZ	GEN MILLS	
303	Bread Wheat Berry 18 Slices Per Loaf	15 CS	8 Loaf Per/CS	6/34 OZ	ROTELLA'S	
304	Bread Cinnamon Raisin	15 CS	12 Loaf Per /CS	10/24 CT	ALPHA BAKING	

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305	Chili Powder	8 Each	5# Container	1/5.25 LB	DURKEE	
306	Chives- Freeze-Dried	8 Each	1oz Container	1/1.35 OZ	UNISTEL	
307	Cinnamon -Ground	8 Each	16oz Container	1/16 OZ	TEX SPICE	
308	Cloves Ground	6 Each	16oz Container	1/16 OZ	UNISTEL	
309	Cumin- Ground	10 Each	15.5oz Container	1/15 OZ	DURKEE	
310	Garlic -Granulated	32 Each	7.25# Container	1/7.25 LB	DURKEE	
311	Garlic Powder	20 Each	5# Container	1/6 LB	DURKEE	
312	Ginger Ground	8 Each	16oz Container	1/16 OZ	DURKEE	
313	Turmeric	8 Each	16oz Container	1/15 OZ	DURKEE	
314	Mustard –Dry- Ground	3 Each	1# Container	1/16 OZ	COLMAN'S	
315	Nutmeg -Ground	6 Each	16oz Container	1/16 OZ	DURKEE	
316	Onion's Dehydrated	12 Each	3# Box	1/3 LB	DURKEE	
317	Onion Powder	9 Each	15.5oz Container	1/17 OZ	TRADERS CHOICE	
318	Oregano -Leaf	9 Each	5# Container	1/24 OZ	UNISTEL	
319	Paprika	9 Each	18oz Container	1/16 OZ	DURKEE	
320	Parsley Dried	9 Each	9oz Container	1/.69 LB	TRADERS CHOICE	
321	Pepper-Black	9 Each	5# Container	1/5 LB	DURKEE	
322	Celery Seed	6 Each	16oz Container	1/16 OZ	DURKEE	
323	Lemon Pepper	9 Each	27oz Container	1/28 OZ	DURKEE	
324	Crushed Pepper	9 Each	3.25# Container	1/3.75 LB	DURKEE	
325	Cayenne Pepper	6 Each	16oz Container	1/16 OZ	DURKEE	

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326	White Pepper	6 Each	16oz Container	1/17 OZ	DURKEE	
327	Salt- Table	10 Each	25# Sacks	1/25 LB	MORTON	
328	Sage-Ground	9 Each	11oz Container	1/6 OZ	DURKEE	
329	Sesame Seed	6 Each	4oz Container	1/19 OZ	DURKEE	
330	Tarragon -Leaf	6 Each	4oz Container	1/3.50 OZ	UNISTEL	
331	Marjoram-Leaf	6 Each	4oz Container	1/3.5 OZ	DURKEE	
332	Italian Seasoning Blend	9 Each	17oz Container	1/28 OZ	DURKEE	
333	Curry Powder	6 Each	16oz Container	1/16 OZ	UNISTEL	
334	Thyme	6 Each	12oz Container	1/12 OZ	TEX SPICE	
335	Bay Leaf	6 Each	14oz Container	1/8 OZ	UNISTEL	
336	Basil Leaf	6 Each	12oz Container	1/1.62 LB	DURKEE	
337	Dill Weed	9 Each	4oz Container	1/5 OZ	DURKEE	
338	Vanilla	9 Each	Each Gallon	1/1 GAL	FIRST QUALITY	
339	Taco Seasoning	12 CS	14oz Container	6/9 OZ	FOOTHILL	
340	Saffron Seasoning	6 each	1 oz	1/1 OZ	ROLAND	
341	Unsweetened - Pure Cocoa	3 Bags	5-Lb. bags	_5_ Lb. bags	HERSHEY	
342	Freeze dried apple crips .5 oz- 1 oz	160 cs	48/CS	_0.02_ Lb. bags	IND WRAP/APPLE	
343	Balsamic Vinaigrette, White	10 cs	4/1gal/cs	____ Lb. bags 2/5 LT	ROLAND	
344	Burgundy Wine, Cooking	3 cs	4/1gal/cs	____ Lb. bags 4/1 GAL	REGINA	
345	Marsala Wine, Cooking	3 cs	4/1gal/cs	____ Lb. bags 4/1 GAL	ROLAND	

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346	Cornflake Crumbs	6 cs	5-Lb. bags	<u>1.31</u> Lb. bags	KELLOGGS	
347	Coffee - 3 Lb.	16 Cases	6/3-Lb. cans / CS	<u>1.62</u> Lb. cans <u>6</u> per CS	FOLGERS	

GENERAL SUPPLIES

348	3-pc. Cutlery - Individually Wrapped - Knife, Fork, & spoon	6 Cases	500 sets / CS	<u>250</u> sets per CS	WALLACE	
349	3-Compartment Foil Tray with Board Lid - square	180 Cases	200 / CS	<u>250</u> per CS	HFA	
350	Bleach - Clorox	15 Cases	6/1-Gallon / CS	<u>6</u> per CS	PUREBRIGHT	
351	Oval Platter 9 x 11 - Styrofoam or equal	9 Cases	4 pkg. of 125 / CS	<u>4</u> pkg. of <u>150</u> per CS	PACTIV	
352	Cups - 10 oz. - Clear Plastic	8 Cases	25 stacks of 20 500 / CS	<u>20</u> stacks of <u>50</u> ea <u>1000</u> per CS	ECOPAX	
353	8 oz. Food Container - Styrofoam or equal	24 Cases	1000 / CS	<u>500</u> per CS	WINCUP	
354	8 oz. Food Container Lid - Styrofoam or equal	24 Cases	2500 / CS	<u>1000</u> per CS	DART	
355	4 oz. Food Container - Plastic	30 Cases	2500 / CS	<u>2500</u> per CS	SOLO	
356	4 oz. Food Container Lid Compatible with # 15 - Plastic	30 Cases	2500 / CS	<u>2500</u> per CS	SOLO	
357	2 oz. Food Container - Plastic	3 Cases	2500 / CS	<u>2500</u> per CS	SOLO	
358	2 oz. Food Container Lid Compatible with #17 - Plastic	3 Cases	2500 / CS	<u>2500</u> per CS	SOLO	
359	Gloves - Size Medium - Plastic	18 Cases	10 pkgs. of 100 per Box	<u>4</u> pkgs. of <u>500</u> each, <u>2000</u> per CS	FOODHANDLER	
360	Trash Liners - 56 Gallon	36 Cases	200 / CS	<u>100</u> per CS	INTEPLAST	
361	Gloves - Size Large - Plastic	18 Cases	10 pkgs. of 100 per Box	<u>4</u> pkgs. of <u>500</u> each, <u>2000</u> per CS	FOODHANDLER	
362	Freezer Bags - 1 Gallon - Plastic	15 Cases	500 / CS	<u>250</u> per CS	FOODHANDLER	
363	Freezer Bags - 1 Quart - Plastic	12 Cases	500 / CS	<u>500</u> per CS	FOODHANDLER	
364	Sandwich Saddle Bags - Plastic	40 Cases	2000 / CS	<u>2000</u> per CS	FOODHANDLER	
365	18" Food Wrap - Plastic	18 Rolls	2000 ft / Roll	<u>2000</u> ft per Roll	INTEPLAST	
366	Heavy-Duty Foil 18"	30 Rolls	3000 ft roll	<u>1000</u> ft per Roll	HFA	

Agenda Item #6.2.

367	Napkins - 17" x 17" - 2-Ply - Paper	18 Cases	8 bags of 500 / CS	_12_ bags of _100_ each, _1200_ per CS	HOFFMASTER	
368	Paper Sacks #6 - Brown	30 Cases	500 / CS	_500_ per CS	DURO	
369	Paper Liners (Sheet Pan) - Full	9 Cases	1000 / CS	_1000_ per CS	DIXIE	
370	Coffee Filters - 12 Cup	3 Cases	2 bags of 500 / CS	_1_ bags of _1000_ each, _1000_ per CS	BUNN	
371	Coffee Stirrs	6 Cases	2000 / CS	_10000_ per CS	JRMI	
372	Hair Nets - Brown	12 Boxes	144 / Box	_144_ per Box	DAXWELL	
373	Ajax Scouring Powder	9 Cases	24 / CS	_24_ per CS	COLGATE	
374	T-Sack - Plastic	8 Cases	1000 / CS	_1000_ per CS	ROYAL	
375	Disposable Pan - 1/2 Size - Aluminum 4" deep	12 Cases	100 / CS	_100_ per CS	HFA	
376	Disposable Pan - Full Size - Aluminum 4" deep	12 Cases	50 / CS	_50_ per CS	HFA	
377	Dish Soap	32 Cases	4/1-Gallons / CS	_4/1 GAL_ per CS	ARCOT	
378	Dishwasher Detergent High Temp	18 Each	1/5-Gallon	_1/5 GAL_ each	MAXCONTROL	
379	Dishwasher Detergent Low Temp	18 Each	1/5-Gallon	_1/5 GAL_ each	MAXCONTROL	
380	Dishwasher Rinse Additive High Temp	18 Each	1/5-Gallon	_1/5 GAL_ each	MAXCONTROL	
381	Dishwasher Rinse Additive Low Temp	18 Each	1/5-Gallon	_1/5 GAL_ each	MAXCONTROL	
382	Dishwasher Sanitizer Multi-Temp	15 Each	1/5-Gallon	_1/5 GAL_ each	MAXCONTROL	
383	Lotion Antiseptic Soap	16 Cases	10/1-Liter / CS	____ bottles of ____ each, ____ per CS	N/A	
384	Griddle Screen, Metal	12 Cases	20/pack	_20_ per CS	ACS	
385	Paper Towels	6 Cases	30 rolls / CS	_12_ per CS	SELECT	
386	Scouring Pads - Green 6 x 9	8 Cases	20 / CS	_18_ per CS	ACS	

Agenda Item #6.2.

387	Scrubber Stainless Steel	8 Boxes	12 / Box	_12_ per Box	ACS	
388	Straws - wrapped	4 Cases	48 boxes of 250 / CS	_24_ boxes of _500_ each, _12000_ per CS	JRMI	
389	Paper Towels Multifold	12 Cases	16 pkgs. of 250 each / CS	_16_ pkgs. of _250_ each, _4000_ per CS	SELECT	
390	Cleaner / Degreaser	16 Cases	6/1-Gallon / CS	_4/1 GAL_ per CS	ARCOT	
391	Polypropylene Bags, 3x4", 4x4" or 4x5" self stick seal	5 cs	2000/CS	_1000_ per CS	ELKAY	
392	Test Strips for dishwasher high temp	6 containers	200/container	_25_ per CS	DAYDOTS	
393	Test Strips for dishwasher low temp	6 containers	200/container	_25_ per CS	DAYDOTS	
394	Bleach Test strips	6 containers	200/container	_100_ per CS	FRANKLIN	
395	3-Compartment Tray - Black with film for frozen meals	12 cs	4 pkgs. of 100/ cs	_1_ pkgs. of _150_ each, _150_ per CS	PACTIV	



25-075

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:	Adopted: January 6, 2025		
Drafter:	Lisa Padron	Department:	Financial Services
Program:	Purchasing	Line of Business:	Procure-to-Pay
Title:	A RESOLUTION AUTHORIZING AN INCREASE IN THE NOT-TO-EXCEED AMOUNT OF ELECTRONIC FUEL CARD SERVICES PURCHASES FROM WEX BANK DBA WRIGHT EXPRESS FSC (WEX) OF CAROL STREAM, ILLINOIS, VIA NEW MEXICO STATE PURCHASING DIVISION (NMSPD) AGREEMENT NO. 20-00000-22-00058, TO AN AMOUNT NOT-TO-EXCEED \$1,000,000, SUBJECT TO APPROVED BUDGET APPROPRIATIONS.		

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

PURPOSE(S) OF ACTION:
To increase the not-to-exceed amount for Electronic Fuel Card Services purchases.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
On October 16, 2023, the City of Las Cruces (City) Council approved Resolution 24-040, authorizing a not-to-exceed amount of \$350,000 annually for Electronic Fuel Card Services with Wex Bank DBA Wright Express FSC (WEX) of Carol Stream, Illinois, with a term to coincide with New Mexico State Purchasing Division (NMSPD) Price Agreement No. 20-00000-22-0058.

Fleet Services is in the process of transitioning all Police and Fire Department vehicles and equipment to fully utilize the Wex Electronic Fuel Card Services due to the decommissioning of the fueling site at the Hadley Complex in May 2024.

Fleet staff are requesting authorization to increase the not-to-exceed amount to \$1,000,000 with Wex Bank DBA Wright Express FSC (WEX) of Carol Stream, Illinois, via New Mexico State Purchasing Division (NMSPD) Agreement No. 20-00000-22-00058, subject to approved budget appropriations, for a term through December 31, 2025.

SUPPORT INFORMATION:
[Attachment "A" NMSPD Agreement No. 20-00000-22-00058 - Wex](#)
[Attachment "B" Resolution 24-040](#)

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes

Agenda Item #6.3.

☒ 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 action will authorize the increase of the not-to-exceed amount to \$1,000,000 for the Electronic Fuel Card Services.
2. Vote "No", this action will deny the increase of the not-to-exceed amount to \$1,000,000 for the Electronic Fuel Card Services which could negatively impact City operations and continuity of services.
3. Vote to "Amend", this action could modify the Resolution based on direction by City Council to staff.
4. Vote to "Table", this action could delay the City in purchasing fuel required for police and fire department vehicles and equipment.

RESOLUTION 25-075

A RESOLUTION AUTHORIZING AN INCREASE IN THE NOT-TO-EXCEED AMOUNT OF ELECTRONIC FUEL CARD SERVICES PURCHASES FROM WEX BANK DBA WRIGHT EXPRESS FSC (WEX) OF CAROL STREAM, ILLINOIS, VIA NEW MEXICO STATE PURCHASING DIVISION (NMSPD) AGREEMENT NO. 20-00000-22-00058, TO AN AMOUNT NOT-TO-EXCEED \$1,000,000, SUBJECT TO APPROVED BUDGET APPROPRIATIONS.

The City Council is informed that:

WHEREAS, on October 16, 2023, the City Council approved Resolution 24-040, authorizing a not-to-exceed amount of \$350,000 annually for Electronic Fuel Card Services with Wex Bank DBA Wright Express FSC (WEX) of Carol Stream, Illinois; and

WHEREAS, Fleet Services is in the process of transitioning all Police and Fire Department vehicles and equipment to fully utilize the Wex Electronic Fuel Card Services due to the decommissioning of the fueling site at the Hadley Complex in May 2024; and

WHEREAS, Fleet staff is requesting authorization to increase the not-to-exceed amount to \$1,000,000 with Wex Bank DBA Wright Express FSC (WEX) of Carol Stream, Illinois, via New Mexico State Purchasing Division (NMSPD) Agreement No. 20-00000-22-00058, subject to approved budget appropriations, for a term through December 31, 2025.

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

(I)

THAT the Resolution authorizing an increase in the not-to-exceed amount for Electronic Fuel Card Services, utilizing NMSPD Agreement No. 20-00000-22-00058 to \$1,000,000 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



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

Statewide Price Agreement Cover Page

Awarded Vendor:
0000045609
WEX Bank
97 Darling Avenue
So. Portland, ME 04106

Contact: Ryan Kelly
Email: ryan.kelly@wexinc.com
Telephone No.: (952) 922-1104

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law

Invoice:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law

Agreement Number: **20-00000-22-00058**

NASPO Master Agreement No.: **00819**

Payment Terms: **Net 30**

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

Delivery: **As Requested**

Procurement Specialist: **Tami Concha** JC

Telephone No.: **505-660-3671**

Email: **Tami.Concha@state.nm.us**

Title: Fleet Card Services

Term: July 8, 2022 thru December 31, 2025

NASPO ValuePoint Master Agreement Link: <https://www.naspovaluepoint.org/portfolio/fleet-card-services-2021-2025/wex-bank/>

The attached Agreement is made subject to the “terms and conditions” as indicated.

NASPO ValuePoint
PARTICIPATING ADDENDUM



FLEET CARD SERVICES

(2021-2026 WITH THE OPTION TO EXTEND AN ADDITIONAL 24 MONTHS AT THE SOLE DISCRETION OF THE LEAD STATE)

Led by the State of **Washington**

Master Agreement #: 00819

Contractor: **WEX BANK**

Participating Entity: **STATE OF NEW MEXICO**

The following products or services are included in this contract portfolio:

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

MASTER AGREEMENT TERMS AND CONDITIONS:

1. Scope: This addendum covers the *Fleet Card Services* led by the State of *Washington* for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. By this reference, this Participating Addendum incorporates the Master Agreement between the State of Washington and Fleet Card Services with the exceptions, clarifications, and modifications as set forth in this addendum and in accordance with Section 33 of this addendum.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *New Mexico*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Ryan Kelly
Address:	97 Darling Avenue So. Portland, ME 04106
Telephone:	Office (952) 922-1104 Cell (612) 213-7699
Email:	ryan.kelly@wexinc.com

Participating Entity

Name:	Tami Concha – State of New Mexico
Address:	1100 Saint Francis Dr., Santa Fe, New Mexico 87505
Telephone:	(505) 660-3671
Email:	Tami.Concha@state.nm.us

NASPO ValuePoint
PARTICIPATING ADDENDUM



FLEET CARD SERVICES

(2021-2026 WITH THE OPTION TO EXTEND AN ADDITIONAL 24 MONTHS AT THE SOLE DISCRETION OF THE LEAD STATE)

Led by the State of Washington

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

1. Taxes:

As applicable, the Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage.
Reserved

E. Performance Bond.
Reserved

2. Term:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE STATE PURCHASING AGENT. This Agreement shall begin on date approved by the State Purchasing Agent and end on December 31, 2025. The Participating State reserves the right to extend this agreement, pursuant to the term in the Master Agreement. In the event that a local or regional agency submits a PO or enters into an Addendum pursuant to the terms of this Participating Addendum, termination of this Addendum shall not impact the term of the subordinate ordering document, unless the Parties to that ordering document agree otherwise

NASPO ValuePoint
PARTICIPATING ADDENDUM



FLEET CARD SERVICES

(2021-2026 WITH THE OPTION TO EXTEND AN ADDITIONAL 24 MONTHS AT THE SOLE DISCRETION OF THE LEAD STATE)

Led by the State of Washington

in writing (including through specifying a specific term of services that extends beyond the term of this document).

3. Termination:

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for all purchases made on WEX cards and any fees accrued prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

4. Appropriations:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor, provided that the Procuring Agency remains responsible for all outstanding balances

NASPO ValuePoint
PARTICIPATING ADDENDUM



FLEET CARD SERVICES

(2021-2026 WITH THE OPTION TO EXTEND AN ADDITIONAL 24 MONTHS AT THE SOLE DISCRETION OF THE LEAD STATE)

Led by the State of **Washington**

and fees as set forth in this Agreement. Except as set forth in the preceding sentence, the Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. Status of Contractor:

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

6. Conflict of Interest; Governmental Conduct Act:

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;
- 2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor

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PARTICIPATING ADDENDUM



FLEET CARD SERVICES

(2021-2026 WITH THE OPTION TO EXTEND AN ADDITIONAL 24 MONTHS AT THE SOLE DISCRETION OF THE LEAD STATE)

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is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

7. Amendment:

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. Reserved.

8. Merger:

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or

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understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

9. Penalties for violation of law:

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

10. Equal Opportunity Compliance:

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

11. Workers Compensation:

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

12. Applicable Law:

Reserved.

13. Records and Financial Audit:

Reserved

14. Invalid Term or Condition:

Reserved.

15. Enforcement of Agreement:

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective

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unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

16. Non-Collusion:

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

17. Notices:

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Procuring Agency:

Mark Hayden, State Purchasing Agent
State Purchasing Division
1100 St. Francis Dr., Room 2016
Santa Fe, NM 87505

To the Contractor:

Ryan Kelly
97 Darling Avenue So. Portland, ME 04106
Office (952) 922-1104 Cell (612) 213-7699
ryan.kelly@wexinc.com

18. Succession:

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

19. Headings:

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

20. Default/Breach:

The Procuring Agency shall have the same rights set forth in Section 16 of the Master Agreement as Enterprise Services with respect to this Participating Addendum. For the avoidance of doubt, the Procuring Agency shall have no rights to terminate the Master Agreement or any other Addendum executed by a customer of Contractor.

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FLEET CARD SERVICES

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Led by the State of Washington

21. Equitable Remedies:

Reserved.

22. New Mexico Employees Health Coverage: The following requirements shall apply to Contractor's business operations within the state of New Mexico, if any:

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

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

23. Indemnification:

Reserved.

24. Default and Force Majeure:

The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

25. Assignment:

Reserved.

26. Subcontracting:

Reserved.

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FLEET CARD SERVICES

(2021-2026 WITH THE OPTION TO EXTEND AN ADDITIONAL 24 MONTHS AT THE SOLE DISCRETION OF THE LEAD STATE)

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27. Inspection of Plant:

Reserved

28. Commercial Warranty:

Reserved

29. Condition of Proposed Items:

Reserved

30. Release:

Reserved.

31. Confidentiality:

Reserved

32. Contractor Personnel:

Reserved

33. Incorporation by Reference and Precedence:

In the event of a dispute under this Agreement between the Procuring Agency and Contractor, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Participating Addendum in reverse chronological order; (2) the Participating Addendum; (3) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

34. Inspection:

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

35. Inspection of Services:

Upon request by the Procuring Agency, not more than once per year, Contractor will provide a copy of its SOC 1 or 2 report, as applicable.

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FLEET CARD SERVICES

(2021-2026 WITH THE OPTION TO EXTEND AN ADDITIONAL 24 MONTHS AT THE SOLE DISCRETION OF THE LEAD STATE)

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36. Insurance:

Reserved

37. Dispute Resolution:

The parties shall cooperate to resolve any dispute pertaining to this Participating Addendum efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute. For the avoidance of doubt, this Section 15 shall not apply to disputed transactions, which shall be governed by Exhibit G Section 16 of the Master Agreement.

38. New Mexico Administration Reporting and Fees:

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of **percent (1.00 %)** The 1% Administrative Fee is not an additional percentage added to the rebate being offered by Contractor pursuant to the NASPO ValuePoint Master Agreement, but rather, it is based on the qualified rebate amount for all accounts and a direct share of the rebate (e.g. 1.7% rebate (170 basis points), 100 bps (1%) would be paid as the administration fee and the remaining 70 bps (.7%) would go to the account holder)..This assessment shall apply to all New Mexico state agencies and local public bodies.

The Contractor agrees to provide a utilization report to SPD for all sales and/or services, other revenues including commissions, and fees charged under this Agreement, subtotaled by procuring agency name, in accordance with the following schedule:

Quarter:	Period Ending:	Report Due Date:
First	September 30	November 30
Second	December 31	February 28 (29)
Third	March 31	May 31
Fourth	June 30	August 31

Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

NASPO ValuePoint
PARTICIPATING ADDENDUM



FLEET CARD SERVICES

(2021-2026 WITH THE OPTION TO EXTEND AN ADDITIONAL 24 MONTHS AT THE SOLE DISCRETION OF THE LEAD STATE)

Led by the State of **Washington**

The quarterly report shall include the gross total sales for the quarter; zero sales during the quarter shall be reported, and partial quarters at the beginning or end of the contract term shall also be reported. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to the 1% of the qualified rebate amount for New Mexico state agencies and local public bodies for the period. The Vendor shall indicate the contract number **SWPA #20-00000-22-00058 on the remittance.**

Send payment of fees through U.S. Mail or Courier Delivery:

New Mexico State Purchasing Division
Joseph Montoya Building Room 2016,
1100 St. Francis Drive, Santa Fe, New Mexico 87505
or P.O. Box 6850, Santa Fe, New Mexico 87502

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 469-2679 or (505) 795-4512

39. Lease Agreements: *Reserved*

40. Subcontractors: All contactors, dealers, and resellers authorized in the State of *State of New Mexico*, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

41. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

NASPO ValuePoint
PARTICIPATING ADDENDUM



FLEET CARD SERVICES

(2021-2026 WITH THE OPTION TO EXTEND AN ADDITIONAL 24 MONTHS AT THE SOLE DISCRETION OF THE LEAD STATE)

Led by the State of Washington

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of New Mexico	Contractor: WEX Bank
Signature: Valerie Paulk	Signature: Jason Price
☒ This Agreement was signed on behalf of the State Purchasing Agent.	
Name: Mark Hayden	Name: Jason Price
Title: State Purchasing Agent	Title: President & CEO
Date: 7/11/2022	Date: 7/11/2022

CF

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

Certificate Of Completion

Envelope Id: 9C28E4D070E848659600074B759B78E8

Status: Completed

Subject: Please Electronically Sign: 20-00000-22-00058 Fleet Card Services PA

Source Envelope:

Document Pages: 13

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 3

Tami Concha

AutoNav: Enabled

13 Bataan Blvd

Envelopeld Stamping: Enabled

Santa Fe, NM 87508

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

tami.concha@state.nm.us

IP Address: 174.56.109.88

Record Tracking

Status: Original

Holder: Tami Concha

Location: DocuSign

7/8/2022 3:28:00 PM

tami.concha@state.nm.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

Signer Events**Signature****Timestamp**

Natalie Martinez

natalie.martinez1@state.nm.us

New Mexico General Services

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 207.155.55.132

Sent: 7/8/2022 3:47:23 PM

Viewed: 7/8/2022 3:48:12 PM

Signed: 7/8/2022 3:49:01 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tami Concha

tami.concha@state.nm.us

Procurement Officer-A

New Mexico General Services, State Purchasing
DivisionSecurity Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 174.56.109.88

Sent: 7/8/2022 3:49:03 PM

Viewed: 7/8/2022 3:50:00 PM

Signed: 7/8/2022 3:50:06 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Casi Finstad

casi.finstad@wexinc.com

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 163.116.133.118

Sent: 7/8/2022 3:50:07 PM

Resent: 7/11/2022 11:36:10 AM

Viewed: 7/11/2022 12:18:01 PM

Signed: 7/11/2022 12:19:44 PM

Electronic Record and Signature Disclosure:

Accepted: 7/8/2022 4:00:54 PM

ID: 576411f7-3566-4a5f-ac88-68427f359c2e

Jason Price

jason.price@wexinc.com

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 4.1.4.226

Sent: 7/11/2022 12:19:46 PM

Viewed: 7/11/2022 1:00:59 PM

Signed: 7/11/2022 1:01:34 PM

Electronic Record and Signature Disclosure:

Accepted: 7/11/2022 1:00:59 PM

ID: ed994523-e666-40c3-95b1-99f080936494

Agenda Item #6.3.

Signer Events	Signature	Timestamp
Valerie Paulk Valerie.Paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None)	<i>Valerie Paulk</i> Signature Adoption: Pre-selected Style Using IP Address: 75.161.227.238 Signed using mobile	Sent: 7/11/2022 1:01:35 PM Viewed: 7/11/2022 1:06:22 PM Signed: 7/11/2022 1:08:15 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/8/2022 3:47:23 PM
Certified Delivered	Security Checked	7/11/2022 1:06:22 PM
Signing Complete	Security Checked	7/11/2022 1:08:15 PM
Completed	Security Checked	7/11/2022 1:08:15 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

RESOLUTION 24-040

A RESOLUTION TO AWARD A PRICE AGREEMENT FOR ELECTRONIC FUEL CARD SERVICES TO WEX BANK DBA WRIGHT EXPRESS FSC (WEX) OF CAROL STREAM, ILLINOIS, IN AN AMOUNT NOT TO EXCEED \$350,000.00 ANNUALLY, FOR A TERM TO COINCIDE WITH NEW MEXICO STATE PURCHASING DIVISION (NMSPD) PRICE AGREEMENT NO. 20-00000-22-00058, SUBJECT TO APPROVED BUDGET APPROPRIATIONS.

The City Council is informed that:

WHEREAS, The Fleet Services program manages two fuel sites located at 1501 E. Hadley Ave and 680 N. Motel Blvd, which provide unleaded, diesel, and biodiesel fuel for City vehicles and equipment; and

WHEREAS, the fuel sites are out of response district for all but two of the City's fire stations and public safety complexes; and

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

WHEREAS, WEX Bank of Carol Stream, Illinois is currently under contract with New Mexico State Purchasing Division (NMSPD) Price Agreement No 20-00000-22-00058; and

WHEREAS, staff is requesting approval from the City Council to enter into a prices agreement on an as-need basis, in an amount not to exceed \$350,000.00 annually, for a term that coincides with NMSPD No. 20-00000-22-00058, subject to approved budget appropriations.

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

(I)

THAT the Resolution authorizing the City to enter into a price agreement, utilizing NMSPD No. 20-00000-22-00058, as shown in Exhibit "A" attached hereto, and 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.

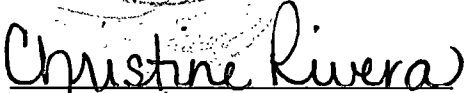
DONE AND APPROVED this 16 day of October 2023

APPROVED



Mayor

ATTEST



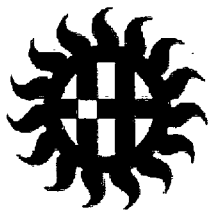
City Clerk

Moved by: Tessa Abeyta

Seconded by: Becki Graham

AYES Kasandra Gandara, Ken Miyagishima, Yvonne Flores, Johana Bencomo, Becki Graham,
Becky Corran, Tessa Abeyta

NAYS



City Council Action and Executive Summary

24-040
Type of Action:
☒ Resolution

☐ Ordinance

☐ TIDD Resolution

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A
1st Reading:	Adopted: October 16, 2023
Drafter: Virginia Barela	Department: Financial Services
Program: Purchasing	Line of Business: Procure-to-Pay

Title:	A RESOLUTION TO AWARD A PRICE AGREEMENT FOR ELECTRONIC FUEL CARD SERVICES TO WEX BANK DBA WRIGHT EXPRESS FSC (WEX) OF CAROL STREAM, ILLINOIS, IN AN AMOUNT NOT TO EXCEED \$350,000.00 ANNUALLY, FOR A TERM TO COINCIDE WITH NEW MEXICO STATE PURCHASING DIVISION (NMSPD) PRICE AGREEMENT NO. 20-00000-22-00058, SUBJECT TO APPROVED BUDGET APPROPRIATIONS.
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TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:

Award price agreement.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Fleet Services Section (Fleet) of the City of Las Cruces (City) is responsible for the acquisition and management of fuel provided to City Fleet customers. Fleet currently manages three fuel sites that provide unleaded gasoline with an octane level of 87, diesel, and/or biodiesel fuel.

At this time, the two fuel sites located at 1501 E. Hadley and one fuel site located at 680 N. Motel are out of district for five of the eight fire stations. It is not in the best interest of public safety for emergency response crews to leave their designated districts. If crews left their districts, this would negatively affect response times in the event of an emergency. Therefore, it is not advisable to use the Fleet fueling stations. Additionally, the City has active Police Department units that require a higher octane than that which is provided at our City's fuel sites. The electronic fuel card service allows the units to be fueled within their district and with the higher octane levels by choosing private fueling stations that meet their needs.

Las Cruces Municipal Code, Chapter 24, Section 24-4 (25) – Authorized exemptions, allow the City to utilize contracts from other entities. Utilization of these contracts is currently the most effective and cost-efficient manner for staff to procure supplies and services for the operational needs of the City.

Due to the continuous fluctuation of fuel prices and public safety demands, Fleet anticipates purchasing beyond the \$100,000.00 threshold which requires City Council approval.

The Electronic Fuel Card Services Agreement will coincide with the terms of NMSPD No. 20-00000-22-00058, contingent on sufficient budget appropriations.

SUPPORT INFORMATION:

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:

AVAILABLE AMOUNT:

EXPENDITURE AMOUNT:

Funding Source(s):

VARIOUS

Overall Budget Impact:

Individual department purchase order requests will be dependent upon available budgeted amounts and funds approved through the Financial Services Department Budget program.

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the resolution to award a price agreement for electronic fuel card services to WEX Bank dba Wright Express FSC of Carol Stream, Illinois, in an amount not to exceed \$350,000.00 annually, for a term to coincide with NMSPD No. 20-00000-22-00058, subject to approved budget appropriations.

2. Vote "No"; this will deny the resolution and prohibit the price agreement for electronic fuel card services. This would require Fleet Services to pursue other options as directed by the City Council which may result in a higher cost to the City and negatively impact safety services.

3. Vote to "Amend"; this could modify the resolution and advise staff of necessary adjustments as deemed appropriate.

4. Vote to "Table"; this could delay the indefinite cost, indefinite quantity price agreement for electronic fuel card services and may negatively impact safety services.



CITY OF LAS CRUCES

EXISTING CONTRACT PURCHASE AGREEMENT

NEW MEXICO STATE PURCHASING DIVISION CONTRACT NO. 20-00000-22-00058

ELECTRONIC FUEL CARD SERVICES

Pursuant to terms and conditions of New Mexico State Purchasing Division (NMSPD) Contract No. 20-00000-22-00058, , between the WEX Bank dba Wright Express FSC (WEX) and CONTRACTOR NAME (CONTRACTOR), as amended and incorporated herein by reference, the City of Las Cruces (CITY) and CONTRACTOR hereby agree on this ____ day of October, 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. 24-4 (25).
2. In a satisfactory and proper manner, the CONTRACTOR shall provide services pursuant to NMSPD Contract No. 20-00000-22-00058, as set forth in Attachment A, attached hereto and made a part of this Agreement.
3. The effective period of this Agreement shall coexist with NMSPD Contract No. 20-00000-22-00058.
4. In consideration for the satisfactory delivery of services, the CONTRACTOR shall be compensated pursuant to the cost terms of NMSPD Contract No. 20-00000-22-00058. Cost of 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.

WEX BANK DBA WRIGHT EXPRESS
FSC

CITY OF LAS CRUCES

BY: _____
Name
Title

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 10/2/23

City Attorney

Attachment A



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

Statewide Price Agreement Cover Page

Awarded Vendor:
0000045609
WEX Bank
97 Darling Avenue
So. Portland, ME 04106

Contact: Ryan Kelly
Email: ryan.kelly@wexinc.com
Telephone No.: (952) 922-1104

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law

Invoice:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law

Agreement Number: **20-00000-22-00058**

NASPO Master Agreement No.: **00819**

Payment Terms: **Net 30**

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

Delivery: **As Requested**

Procurement Specialist: **Tami Concha** JC

Telephone No.: **505-660-3671**

Email: **Tami.Concha@state.nm.us**

Title: Fleet Card Services

Term: July 8, 2022 thru December 31, 2025

NASPO ValuePoint Master Agreement Link: <https://www.naspovaluepoint.org/portfolio/fleet-card-services-2021-2025/wex-bank/>

The attached Agreement is made subject to the "terms and conditions" as indicated.

PARTICIPATING ADDENDUM**FLEET CARD SERVICES**

(2021-2026 WITH THE OPTION TO EXTEND AN ADDITIONAL 24 MONTHS AT THE SOLE DISCRETION OF THE LEAD STATE)

Led by the State of **Washington**

Master Agreement #: 00819

Contractor: **WEX BANK**

Participating Entity: **STATE OF NEW MEXICO**

The following products or services are included in this contract portfolio:

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

MASTER AGREEMENT TERMS AND CONDITIONS:

1. Scope: This addendum covers the *Fleet Card Services* led by the State of *Washington* for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. By this reference, this Participating Addendum incorporates the Master Agreement between the State of Washington and Fleet Card Services with the exceptions, clarifications, and modifications as set forth in this addendum and in accordance with Section 33 of this addendum.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *New Mexico*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Ryan Kelly
Address:	97 Darling Avenue So. Portland, ME 04106
Telephone:	Office (952) 922-1104 Cell (612) 213-7699
Email:	ryan.kelly@wexinc.com

Participating Entity

Name:	Tami Concha – State of New Mexico
Address:	1100 Saint Francis Dr., Santa Fe, New Mexico 87505
Telephone:	(505) 660-3671
Email:	Tami.Concha@state.nm.us

PARTICIPATING ADDENDUM**FLEET CARD SERVICES**

(2021-2026 WITH THE OPTION TO EXTEND AN ADDITIONAL 24 MONTHS AT THE SOLE DISCRETION OF THE LEAD STATE)

Led by the State of Washington

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

1. Taxes:

As applicable, the Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage.

Reserved

E. Performance Bond.

Reserved

2. Term:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE STATE PURCHASING AGENT. This Agreement shall begin on date approved by the State Purchasing Agent and end on December 31, 2025. The Participating State reserves the right to extend this agreement, pursuant to the term in the Master Agreement. In the event that a local or regional agency submits a PO or enters into an Addendum pursuant to the terms of this Participating Addendum, termination of this Addendum shall not impact the term of the subordinate ordering document, unless the Parties to that ordering document agree otherwise

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in writing (including through specifying a specific term of services that extends beyond the term of this document).

3. Termination:

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for all purchases made on WEX cards and any fees accrued prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

4. Appropriations:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor, provided that the Procuring Agency remains responsible for all outstanding balances

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and fees as set forth in this Agreement. Except as set forth in the preceding sentence, the Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. Status of Contractor:

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

6. Conflict of Interest; Governmental Conduct Act:

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;
- 2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor

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is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

7. Amendment:

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. Reserved.

8. Merger:

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or

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understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

9. Penalties for violation of law:

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

10. Equal Opportunity Compliance:

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

11. Workers Compensation:

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

12. Applicable Law:

Reserved.

13. Records and Financial Audit:

Reserved

14. Invalid Term or Condition:

Reserved.

15. Enforcement of Agreement:

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective

PARTICIPATING ADDENDUM



FLEET CARD SERVICE

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unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

16. Non-Collusion:

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

17. Notices:

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Procuring Agency:

Mark Hayden, State Purchasing Agent
State Purchasing Division
1100 St. Francis Dr., Room 2016
Santa Fe, NM 87505

To the Contractor:

Ryan Kelly
97 Darling Avenue So. Portland, ME 04106
Office (952) 922-1104 Cell (612) 213-7699
ryan.kelly@wexinc.com

18. Succession:

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

19. Headings:

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

20. Default/Breach:

The Procuring Agency shall have the same rights set forth in Section 16 of the Master Agreement as Enterprise Services with respect to this Participating Addendum. For the avoidance of doubt, the Procuring Agency shall have no rights to terminate the Master Agreement or any other Addendum executed by a customer of Contractor.

PARTICIPATING ADDENDUM



FLEET CARD SERVICESS

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21. Equitable Remedies:

Reserved.

22. New Mexico Employees Health Coverage: The following requirements shall apply to Contractor's business operations within the state of New Mexico, if any:

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

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

23. Indemnification:

Reserved.

24. Default and Force Majeure:

The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

25. Assignment:

Reserved.

26. Subcontracting:

Reserved.

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27. Inspection of Plant:

Reserved

28. Commercial Warranty:

Reserved

29. Condition of Proposed Items:

Reserved

30. Release:

Reserved.

31. Confidentiality:

Reserved

32. Contractor Personnel:

Reserved

33. Incorporation by Reference and Precedence:

In the event of a dispute under this Agreement between the Procuring Agency and Contractor, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Participating Addendum in reverse chronological order; (2) the Participating Addendum; (3) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

34. Inspection:

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

35. Inspection of Services:

Upon request by the Procuring Agency, not more than once per year, Contractor will provide a copy of its SOC 1 or 2 report, as applicable.

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36. Insurance:

Reserved

37. Dispute Resolution:

The parties shall cooperate to resolve any dispute pertaining to this Participating Addendum efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute. For the avoidance of doubt, this Section 15 shall not apply to disputed transactions, which shall be governed by Exhibit G Section 16 of the Master Agreement.

38. New Mexico Administration Reporting and Fees:

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of **percent (1.00 %)** The 1% Administrative Fee is not an additional percentage added to the rebate being offered by Contractor pursuant to the NASPO ValuePoint Master Agreement, but rather, it is based on the qualified rebate amount for all accounts and a direct share of the rebate (e.g. 1.7% rebate (170 basis points), 100 bps (1%) would be paid as the administration fee and the remaining 70 bps (.7%) would go to the account holder)..This assessment shall apply to all New Mexico state agencies and local public bodies.

The Contractor agrees to provide a utilization report to SPD for all sales and/or services, other revenues including commissions, and fees charged under this Agreement, subtotaled by procuring agency name, in accordance with the following schedule:

Quarter:	Period Ending:	Report Due Date:
First	September 30	November 30
Second	December 31	February 28 (29)
Third	March 31	May 31
Fourth	June 30	August 31

Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

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The quarterly report shall include the gross total sales for the quarter; zero sales during the quarter shall be reported, and partial quarters at the beginning or end of the contract term shall also be reported. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to the 1% of the qualified rebate amount for New Mexico state agencies and local public bodies for the period. The Vendor shall indicate the contract number **SWPA #20-00000-22-00058 on the remittance.**

Send payment of fees through U.S. Mail or Courier Delivery:

New Mexico State Purchasing Division
Joseph Montoya Building Room 2016,
1100 St. Francis Drive, Santa Fe, New Mexico 87505
or P.O. Box 6850, Santa Fe, New Mexico 87502

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 469-2679 or (505) 795-4512

39. Lease Agreements: *Reserved*

40. Subcontractors: All contactors, dealers, and resellers authorized in the State of *State of New Mexico*, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

41. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

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IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of New Mexico	Contractor: WEX Bank
Signature: <i>Valerie Paulk</i>	Signature: <i>Jason Price</i>
☒ This Agreement was signed on behalf of the State Purchasing Agent.	
Name: Mark Hayden	Name: Jason Price
Title: State Purchasing Agent	Title: President & CEO
Date: 7/11/2022	Date: 7/11/2022

CF

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

Certificate Of Completion

Envelope Id: 9C28E4D070E848659600074B759B78E8

Status: Completed

Subject: Please Electronically Sign: 20-00000-22-00058 Fleet Card Services PA

Source Envelope:

Document Pages: 13

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 3

Tami Concha

AutoNav: Enabled

13 Bataan Blvd

Envelopeld Stamping: Enabled

Santa Fe, NM 87508

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

tami.concha@state.nm.us

IP Address: 174.56.109.88

Record Tracking

Status: Original

Holder: Tami Concha

Location: DocuSign

7/8/2022 3:28:00 PM

tami.concha@state.nm.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

Signer Events**Signature****Timestamp**

Natalie Martinez

natalie.martinez1@state.nm.us

New Mexico General Services

Security Level: Email, Account Authentication
(None)*MM*

Signature Adoption: Pre-selected Style

Using IP Address: 207.155.55.132

Sent: 7/8/2022 3:47:23 PM

Viewed: 7/8/2022 3:48:12 PM

Signed: 7/8/2022 3:49:01 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tami Concha

tami.concha@state.nm.us

Procurement Officer-A

New Mexico General Services, State Purchasing
DivisionSecurity Level: Email, Account Authentication
(None)*TC*

Signature Adoption: Pre-selected Style

Using IP Address: 174.56.109.88

Sent: 7/8/2022 3:49:03 PM

Viewed: 7/8/2022 3:50:00 PM

Signed: 7/8/2022 3:50:06 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Casi Finstad

casi.finstad@wexinc.com

Security Level: Email, Account Authentication
(None)*CF*

Signature Adoption: Pre-selected Style

Using IP Address: 163.116.133.118

Sent: 7/8/2022 3:50:07 PM

Resent: 7/11/2022 11:36:10 AM

Viewed: 7/11/2022 12:18:01 PM

Signed: 7/11/2022 12:19:44 PM

Electronic Record and Signature Disclosure:

Accepted: 7/8/2022 4:00:54 PM

ID: 576411f7-3566-4a5f-ac88-68427f359c2e

Jason Price

jason.price@wexinc.com

Security Level: Email, Account Authentication
(None)*Jason Price*

Signature Adoption: Pre-selected Style

Using IP Address: 4.1.4.226

Sent: 7/11/2022 12:19:46 PM

Viewed: 7/11/2022 1:00:59 PM

Signed: 7/11/2022 1:01:34 PM

Electronic Record and Signature Disclosure:

Accepted: 7/11/2022 1:00:59 PM

ID: ed994523-e666-40c3-95b1-99f080936494

Agenda Item #6.3.

Signer Events	Signature	Timestamp
Valerie Paulk Valerie.Paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None)	<i>Valerie Paulk</i> Signature Adoption: Pre-selected Style Using IP Address: 75.161.227.238 Signed using mobile	Sent: 7/11/2022 1:01:35 PM Viewed: 7/11/2022 1:06:22 PM Signed: 7/11/2022 1:08:15 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/8/2022 3:47:23 PM
Certified Delivered	Security Checked	7/11/2022 1:06:22 PM
Signing Complete	Security Checked	7/11/2022 1:08:15 PM
Completed	Security Checked	7/11/2022 1:08:15 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



City Council Action and Executive Summary

25-076

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A		
1st Reading:	Adopted: January 6, 2025		
Drafter:	Virginia Barela	Department:	Financial Services
Program:	Purchasing	Line of Business:	Procure-to-Pay
Title:	A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL NOT-TO-EXCEED AMOUNT OF PRICE AGREEMENT 23-24-032 WITH GCC SUN MATERIALS OF LAS CRUCES, NEW MEXICO TO \$1,500,000, PLUS APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS.		

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

PURPOSE(S) OF ACTION:

To authorize an increase to the annual not-to-exceed amount of Price Agreement No. 23-24-032.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

This City of Las Cruces (City) is responsible for the construction, maintenance, and repair of city roadways and flood control structures.

On September 8, 2023, the City advertised Invitation to Bid 23-24-032 for road construction materials to ensure sufficient inventory of the varied materials needed for the construction, maintenance, and repair of city roadways and flood control structures.

The City entered into Price Agreement 23-24-032 on October 20, 2023, with GCC Sun Materials of Las Cruces, NM for a period up to four (4) years for the purchase of road construction materials. This contract was limited to an annual not-to-exceed amount of \$99,999.99, plus applicable taxes.

City Council approved Resolution 24-047 on November 6, 2023, authorizing the City to increase Price Agreement No. 23-24-032 to an amount not-to-exceed \$750,000, annually with GCC Sun Materials of Las Cruces, New Mexico, subject to approved budget appropriations.

The City has numerous projects budgeted each fiscal year. Increases in material costs and increase of maintenance and repair needed to maintain city roadways and flood control structures since the initial execution of the price agreement has resulted in the City's need to increase the annual not-to-exceed amount to \$1,500,000, plus applicable taxes. The increase will allow City staff to continue with the maintenance and repair of roadways and flood control structures and allow for future growth of projects for the remainder of the contract.

SUPPORT INFORMATION:

[Attachment "A" - PA 23-24-032 GCC](#)

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution authorizing City staff to increase the annual not-to-exceed total of Price Agreement No. 23-24-032 with GCC Sun Materials of Las Cruces, New Mexico to \$1,500,000, plus applicable taxes.
2. Vote "No"; this will not approve the Resolution to to increase the annual not-to-exceed total of Price Agreement No. 23-24-032 with GCC Sun Materials of Las Cruces, NM to \$1,500,000, plus applicable taxes.
3. Vote to "Amend"; this could modify the Resolution based on City Council direction to staff.
4. Vote to "Table"; this could delay the procurement of materials needed to maintenance and repair city roadways and flood control structure and may interrupt the supply of road construction materials and could cause roadway and flood control structure maintenance and repair stoppages.

REFERENCE INFORMATION:

R-24-047

Price Agreement 23-24-047

RESOLUTION 25-076

A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL NOT-TO-EXCEED AMOUNT OF PRICE AGREEMENT 23-24-032 WITH GCC SUN MATERIALS OF LAS CRUCES, NEW MEXICO TO \$1,500,000, PLUS APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS.

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) is responsible for the construction, maintenance, and repair of city roadways and flood control structures; and

WHEREAS, the City advertised Invitation to Bid 23-24-032 on September 8, 2023, to ensure sufficient inventory of varied materials needed for the construction, maintenance, and repair of city roadways and flood control structures; and

WHEREAS, the City entered into Price Agreement No. 23-24-032 on October 20, 2023, with GCC Sun Materials of Las Cruces NM for the purchase of road construction materials with an annual not-to-exceed amount of \$99,999.99; and

WHEREAS, on November 6, 2023, City Council approved increasing the annual not-to-exceed amount of Price Agreement No. 23-24-032 to \$750,000; and

WHEREAS, increases in material costs and increase of maintenance and repair needed to maintain city roadways and flood control structures has resulted in the City's need to increase the annual not-to-exceed total of Price Agreement No. 23-24-032.

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

(I)

THAT the City is authorized to purchase materials under Price Agreement 23-24-032 in an annual not-to-exceed amount of \$1,500,000 annually, plus applicable taxes, subject to approved budget appropriations, is hereby approved.

(II)

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

DONE AND APPROVED this day of

Agenda Item #6.4.

APPROVED

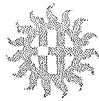
ATTEST:

Moved by:

Seconded by:

AYES

NAYS



CITY OF LAS CRUCES

PRICE AGREEMENT
ANNUAL RENEWAL – Year 2 of 4
BID NO. 23-24-032 ROAD CONSTRUCTION MATERIALS

Pricing submitted by GCC Sun Materials, LLC in response to the City of Las Cruces Bid No. 23-24-032 is hereby agreed to renew for a period of one (1) year, to begin October 20, 2024 and terminate October 19, 2025.

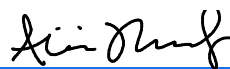
All other terms of the Bid remain the same.

AGREED:

GCC SUN MATERIALS, LLC

CITY OF LAS CRUCES

 9-3-24
Signature Date

 09/05/2024
[Alicia Hernandez \(Sep 5, 2024 15:02 MDT\)](#)
Alicia Hernandez Date
Purchasing Manager


Printed Name/Title



CITY OF LAS CRUCES

PRICE AGREEMENT

THIS AGREEMENT made and entered into on this 20th day of October, 2023 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and GCC Sun City Materials, LLC, of #1 McKelligon Canyon Road, El Paso, Texas 79930, hereinafter called "CONTRACTOR".

1. PRODUCT DESCRIPTION

Road Construction Materials

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall deliver PRODUCT as bid in response to the CITY'S Invitation to Bid No. 23-24-032 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

In consideration for CONTRACTOR'S satisfactory performance agreed to herein, the CITY shall compensate CONTRACTOR based upon pricing offered in CONTRACTOR'S bid response, plus applicable taxes. CONTRACTOR shall deliver product upon receipt of a purchase order from the CITY. The CITY cannot authorize costs to be incurred prior to such purchase order.

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

5. DEVOTION OF ADEQUATE TIME

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

6. TERM AND SCHEDULE

This Agreement shall become effective on October 20, 2023 for a term of one (1) year through September 22, 2024 and has three (3) one-year renewable options to be exercised at the discretion of the CITY, upon mutual written consent. CONTRACTOR shall deliver PRODUCT in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS

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

8. CHANGES AND EXTRA SERVICES BY THE CITY

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

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

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

10. DELAYS

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

11. TERMINATION

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

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

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

12. RECORDS AND AUDITS

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

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

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

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

14. INDEPENDENT CONTRACTOR

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

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

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

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE

Insurance is not required under the terms of this Agreement.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or

arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

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

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

20. BREACH

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

21. DISPUTE RESOLUTION

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

22. NOTIFICATION

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

TO CITY: City of Las Cruces
 PO Box 20000
 Las Cruces, NM 88004
 ATTENTION: Lucio Sandoval

With Copies to: Purchasing Manager

TO CONTRACTOR: GCC Sun City Materials, LLC
 #1 McKelligon Canyon Road
 El Paso, Texas 79930
 ATTENTION: Jose Cobos

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

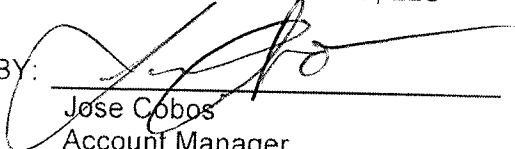
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects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

GCC SUN CITY MATERIALS, LLC

BY:


Jose Cobos
Account Manager

10-19-23
Date

CITY OF LAS CRUCES

BY:


Alicia Hernandez (Oct 20, 2023 10:45 MDT)
Alicia Hernandez
Purchasing Manager

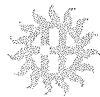
Oct 20, 2023
Date

APPROVED AS TO FORM


City Attorney

10/13/23

Exhibit "A"



CITY OF LAS CRUCES

INVITATION TO BID

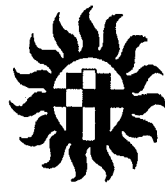
TITLE	BID #	DUE DATE/TIME
ROAD CONSTRUCTION MATERIALS	23-24-032	September 26, 2023, at 2:00 pm

Bid Submitted by: ACC Son City Materials
(Company)

BIDDING CONDITIONS

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

- 1) Bidders are advised that all bids are subject to the legal requirements as provided for in the City of Las Cruces (City) Procurement Code, Chapter 24 Las Cruces Municipal Code (LCMC), 1998 available on the City's website:
https://www.municode.com/library/nm/las_cruces/codes/code_of_ordinances?nodeId=PTIIMUCO_CH24PRCO
 - a) Preference will be given to bidders residing within New Mexico and/or Las Cruces, NM, in accordance with §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, and Section 24-100, LCMC, 1998, of the City Procurement Code.
 - b) Whenever bid specifications are for supplies or materials consisting of recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall receive a 5% preference pursuant to §13-1-21, NMSA, 1978.
 - c) The application of multiple preferences shall be limited to ten percent (10%).
 - d) Whenever federal funds that are subject to the U.S. OMB "Common Rule" and involved in the purchase of goods/services by the City, the preferences stated within this section are not applicable.
 - e) DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF DURING THE BID PROCESS (from Public Notice through Award), OTHER THAN PURCHASING SECTION STAFF, WILL RENDER THE BID NON-COMPLIANT AND UNACCEPTABLE FOR AWARD.
 - f) Bidder agrees to comply with all City, State and Federal rules and regulations.
 - g) Bidder is responsible for complying with criminal laws prohibiting bribes, gratuities and kickbacks.
- 2) Bids must:
 - a) be submitted typed or in ink on **UNALTERED City bid forms** for bid to be considered.
 - b) be complete with required information.
 - c) be signed by an authorized representative.
 - d) be submitted separately and labeled as such when submitting more than one bid.
 - e) state the manufacturer BRAND/MODEL NUMBER offered on all items along with brochures and specifications.
 - f) include samples at no cost for evaluation purposes when required by the bid specifications or otherwise requested by the City.
 - g) include a request for return of samples, by the supplier, otherwise samples shall become the property of the City after 60 days. (Bidders must arrange for and absorb the cost of any sample return.)
 - h) be submitted in PDF format via e-mail to bidclerk@lascruces.gov with the bidder's company name, bid number and title, and due date/time in the subject line of the message.
 - i) be received by the City Purchasing Section in the Bid Clerk e-mail inbox by the specified due date and time. Late bids shall not be accepted.
- 3) Pricing shall:
 - a) state the UNIT PRICE and EXTENDED AMOUNT for each item or service offered. UNIT PRICES GOVERN ANY ERRORS IN THE EXTENSION and shall be stated F.O.B. - Destination; Prepaid Full Freight Allowed
 - b) exclude any applicable taxes.
 - c) be effective for 45 days.
- 4) Questions:
 - a) MUST be submitted in writing and emailed to bidclerk@lascruces.gov referencing the bid number and title.
 - b) will be accepted only up to one week prior to the bid due date/time.
- 5) Addenda:
 - a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
 - b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via email or mail.
 - c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked REVISED.
 - d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.
- 6) The City reserves the right to:
 - a) determine responsible bidders and responsive bids.
 - b) accept and award compliant bids based on the lowest:



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

2024 - 5

Type
Business Registration License -
CONSTRUCTION / CONTRACTING

Number
16042-22
Issue Date
06/01/2023
Expires
5/30/2024

**** NOTICE ****

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

Business Name: GCC Sun City Materials LLC
181 WESTGATE St
Las Cruces,

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

BID SUBMITTAL CHECK LIST

DESCRIPTION	COMMENT
Bid Form	Ensure bid is signed by representative stated on the form and completely filled out, as applicable, and especially that all addenda are acknowledged.
Resident Preference	To receive a 5% resident preference, submit Resident Business / Contractor certificate issued by the NM Tax and Revenue Department.
Resident Veteran Preference	To receive a 10% resident veteran preference, submit Resident Veteran Business / Contractor certificate issued by the NM Tax and Revenue Department.
Local Preference	To receive a 5% local preference, submit a current Business Registration License issued by the City of Las Cruces Community Development Department.
Federal Certifications	All Federal Certifications must be signed and submitted with bid
Disadvantaged Business Enterprise (DBE) Program Race Neutral	Form must be completed, signed and submitted with bid

- i) Individual Unit Price, or
 - ii) Grouped Unit Price, or
 - iii) Lump Sum Unit Price; whichever is deemed most beneficial to the City.
 - c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought.
 - d) negotiate an extension of effective price dates.
 - e) change the quantity of bid items within their effective price date.
 - f) reject any or all bids partially or wholly.
- 7) It is the City's intent to award bids within 45 days of the bid due date.
- a) Bidders may obtain bid results by contacting the Bid Clerk at bidclerk@las-cruces.org.
 - b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension.

Bid Form

Receipt of Addenda Nos. 2 is hereby acknowledged. (Where none received, place '0' in this space.)

Payment Terms: Net 30 Days Bidder guarantees delivery of items within 2 days

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

NM Tax & Revenue Department Combined Reporting System (CRS) # 03-365781-00-7

Current NM Secretary of State Business ID # 5285143 (corporations only)

Current CLC Business Registration # 16042-22 (for businesses residing within Las Cruces city limits)

NM Resident Certificate from NM Tax and Revenue Department enclosed ☐ Yes ☒ No

NM Resident Veteran Certificate from NM Tax and Revenue Department enclosed ☐ Yes ☒ No

Federal Employer / Tax Identification # 81-3983213 (mandatory for all respondents)

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

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

COMPANY NAME & ADDRESS:

GCL SunCity Materials
181 Westgate
Las Cruces N.M 88005
575 524-4291
 Phone 575 527-8156
 Fax

Jose Carlos Sales
 Typed or Printed Name of Authorized Representative & Title
[Signature] 9-25-2023
 Signature Date
JCarlos@GCL.com
 Email

City of Las Cruces
NO-BID

Please return this form only if NOT SUBMITTING a bid.

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

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

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

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

VENDOR STATEMENT

COMPANY NAME & ADDRESS:

TYPED OR PRINTED NAME OF AUTHORIZED
REPRESENTATIVE & TITLE:

Phone

Fax

Signature

Date

Email

CITY OF LAS CRUCES (Title)

- I. Introduction: Introduction: The City of Las Cruces is seeking vendors with which to enter into a price agreement for road construction materials, as detail within.
- II. Bid Items

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE
1	Ready Mix Concrete 3000 PSI Conforming with Section 500 of specifications (Less than 3 Yd ³)			
A	Delivered to site	Yd ³	1 – 1,000	\$ 422.50
2	Ready Mix Concrete 3000 PSI Conforming with Section 500 of specifications (3 Yd ³ and greater)			
A	Delivered to site	Yd ³	1 – 1,000	\$ 422.50
3A	Ready Mix Concrete 3000 PSI including Polypropylene/fiber-glass Fiber added to Yd ³ concrete mix Conforming with Section 500 of specifications (Less than 3 Yd ³)			
A	Delivered to site mixed in concrete	Yd ³	1 – 250	\$ 430.00
3B	Ready Mix Concrete 3000 PSI including Polypropylene/fiber-glass Fiber added to Yd ³ concrete mix Conforming with Section 500 of specifications (3 Yd ³ and greater)			
B	Delivered to site in concrete	Yd ³	1 – 250	\$ 430.00
4A	Flowable Fill (Less than 3 Yd ³) Conforming with Section 515 of specifications-flow fill must be greater than 100 PSI and less than 150 PSI			
A	2 Sack Mix – Delivered to site	Yd ³	1 – 1,000	\$ 401.50
B	3 Sack Mix – Delivered to site	Yd ³	1 – 1,000	408.50
4B	Flowable Fill (3 Yd ³ and greater) Conforming with Section 515 of specifications-flow fill must be greater than 100 PSI and less than 150 PSI			
A	2 Sack Mix – Delivered to site	Yd ³	1 – 1,000	401.50
B	3 Sack Mix – Delivered to site	Yd ³	1 – 1,000	408.50
5	Crusher Fines Conforming with Section 235 of specifications			

Agenda Item #6.4.

Bid # 23-24-032

A	City to pick up	Ton	1 – 8,000	\$ 8.50
B	Delivered to site	Ton	1 – 10,000	\$ 25.00
6	Select Pipe Bedding			
A	City to Pick Up	Ton	1 – 8,000	\$ 9.50
B	Delivered to site	Ton	1 – 10,000	\$ 26.50
7	Base course – ¾" Aggregate Conforming with Section 210 of specifications			
A	City to pick up	Ton	1 – 1,000	\$ 11.00
B	Delivered to site	Ton	1 – 4,000	\$ 36.00

8	Rip Rap Rock Type H Conforming with Section 225 of specifications			
A	City to pick up	Ton	1 – 500	NO B. L
B	Delivered to site	Ton	1 – 500	NO B. L
9	Rip Rap Rock Type L Conforming with Section 225 of specifications			
A	City to pick up	Ton	1 – 1,000	NO B. L
B	Delivered to site	Ton	1 – 4,000	NO B. L
10	Rip Rap Rock Type VL Conforming with Section 225 of specifications			
A	City to pick up	Ton	1 – 1,000	NO B. L
B	Delivered to site	Ton	1 – 4,000	NO B. L
11	Rip Rap Rock Type M Conforming with Section 225 of specifications			
A	City to pick up	Ton	1 – 1,000	NO B. L

Agenda Item #6.4.

Bid # 23-24-032

B	Delivered to site	Ton	4,000	NO B.I.
12	Hot Mix Asphalt Type A Conforming with Section 325 of specifications			
A	City to pick up	Ton	1 – 500	NO B.I.
B	Delivered to site	Ton	1 – 250	NO B.I.
13	Hot Mix Asphalt Type B Conforming with Section 325 of specifications			
A	City to pick up	Ton	0 – 2,500	\$ 414.57
B	Delivered to site	Ton	0 – 5,000	\$ 414.57
		Ton	5,001 – 10,000	\$ 414.57
14	Hot Mix Asphalt Type C Conforming with Section 325 of specifications			
A	City to pick up	Ton	0 – 2,500	\$ 414.57
B	Delivered to site	Ton	0 – 5,000	\$ 414.57
		Ton	5,001 – 10,000	\$ 414.57
15	Cold Mix Asphalt Conforming with Section 320 of specifications			
A	City to pick up	Ton	1 – 1,000	NO B.I.
16	¾" Gravel Conforming with Section 230 of specifications			
A	City to pick up	Ton	1 – 200	NO B.I.
17	1" Gravel Conforming with Section 230 of specifications (over 6 tons)			
A	City to pick up	Ton	1 – 200	NO B.I.
18	¾" Gravel Conforming with Section 230 of specifications			
A	City to pick up	Ton	1 – 500	NO B.I.

19	4" to 6" River Rock (clean, native rock) Must meet the approval of engineer or designee prior to delivery			
A	Delivered to site	Ton	500	NO B, d
20	Superpave, SP III, Oil PG76-16 Conforming to NMSHTD Section 423. These specifications can be reviewed on the NMDOT website under "Standard specifications for Highways and Bridge construction". Delivered to site	Ton	0 – 5,000	NO B, d
			5,001 – 12,500	NO B, d
			12,501 – 20,000	NO B, d
21	Superpave, SP IV, Oil PG76-16 Conforming to NMSHTD Section 423. These specifications can be reviewed on the NMDOT website under "Standard specifications for Highways and Bridge construction". Delivered to site	Ton	0 – 5,000	\$ 414.57
			5,001 – 12,500	\$ 414.57
			12,501 – 20,000	\$ 414.57
22	5/8" Aggregate Conforming with Section 410 of specifications			
A	Delivered to site	Ton	1 – 200	NO B, d
23	1/2" Aggregate Conforming with Section 410 of specifications			
A	Delivered to site	Ton	1 – 1,500	NO B, d
24	3/8" Aggregate Conforming with Section 410 of specifications			
A	Delivered to site	Ton	1 – 1,500	\$ 46. ⁰⁰
25	Plaster Sand Conforming with Section 240 of Specifications (over 6 tons)			
A	City to pick up	Ton	500	\$ 31.25

(REQUIRED) TOTAL BID \$ 11,408,424.00

II. VENDOR NOTES

A. QUANTITIES

Quantities listed are estimated usages for one year and will be ordered and delivered on an as-needed basis.

B. CONTRACT PERIOD

The price agreement resulting from this bid will be from date of award until June 30, 2020, with the option for three (3) annual renewal, initiated by the City and mutually agreed upon in writing.

The price agreement resulting from this bid, unless amended in writing by mutual agreement of the parties will be as stated above. Vendor is not obligated to continue work or provide services and the City is not obligated to compensate the vendor for expenses incurred or commitments made before or after these dates.

The City of Las Cruces shall reserve the right to terminate any contract entered into as a result of the bid at any time giving thirty (30) days written notice of its intent to cancel. The vendor must also provide a thirty (30) day written notice of cancellation or non-renewal.

C. PRICE ADJUSTMENTS FOR NON-PETROLEUM PRODUCTS

Price Increase: All bid prices for non-petroleum products shall be firm and fixed for one year of the agreement. Pass-through price adjustments will be accepted after one year and adjusted on a yearly basis thereafter, provided said adjustments(s) are submitted in writing with thirty (30) calendar days advance notice and are accompanied by written documentation of the manufacturer's price increase. Price adjustment requests shall be sent to.

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

D. PRICE ADJUSTMENT FOR PETROLEUM PRODUCTS

An adjustment will be made to bid items of asphalt binder if the monthly price index of asphalt fluctuates from the established base price index beyond 10% as maintained by the New Mexico Department of Transportation (NMDOT) State Materials Bureau during any subsequent monthly period. Adjustment is not optional. The tonnage of asphalt binder will be determined by taking the tonnage of asphalt binder purchased, or in the case of total HMA, the percentage of asphalt binder in the purchased (approved) mix design.

Items subject to adjustment are:

- a. Asphalt Paving (all types)
- b. Asphalt Treated Base (ATB)
- c. Open Graded Base Course (OGFC)
- d. Asphalt Patching
- e. Plant Mix Bituminous Pavement (all types)

The supplier shall submit an approved mix design(s), including the percentage of asphalt binder and tonnage of HMA supplied for the month for inclusion in the price adjustment for each asphalt or HMA bid item supplied under this contract.

For **increasing prices**, the monthly adjustment shall apply on those contracts whose monthly fluctuations are above a (B/C) ratio, defined below, of 1.10 using Equation (1).

For **decreasing prices**, the monthly adjustment shall apply on those contracts whose monthly fluctuations are below a (B/C) ratio, defined below, of 0.90 to minimum (B/C) ratio of 0.60 using Equation (2).

Only the differential percentage change beyond 10% will be used to calculate the asphalt binder price adjustment per Equations (1) or (2):

$$\text{Equation (1): } A = [B - (1.1 \times C)] \times D$$

$$\text{Equation (2): } A = [B - (0.9 \times C)] \times D$$

Where:

A = Adjustment to the Contract for asphalt binder in dollars (\$).

B = Latest Average Monthly Rack Price per ton of asphalt binder.

C = Base Price Index: Average Monthly Rack Price per ton of asphalt binder for the month of the bid opening.

D = Tons of Asphalt binder delivered.

Monthly Adjustment: Asphalt price adjustment process is the comparison between the "Rack Price" for the month the contract was signed (or each year's extension signed thereafter) with the "Rack Price" for the month the asphalt was supplied. For each monthly price adjustment, the asphalt binder tonnage that has been supplied that month will be totaled and an adjustment determined by either Equations (1) or (2), as appropriate, using that latest monthly average asphalt rack price. If the use of Equation (2) results in a (B/C) ratio less than 0.60, then the (B/C) ratio will be fixed at a value of 0.60.

For the purposes of making these calculations, the NMDOT State Materials Bureau maintains a database of average weekly selling price indexes. The index will be based on the average weekly selling price of asphalt binder for New Mexico. In order to have a "real time" cost index more indicative of the actual market conditions in New Mexico the NMDOT will use the published rack prices of the major suppliers in the state. The cost of the two major types of asphalt used in the New Mexico construction program PG 64-28 and PG 70-22 will be used to set the high and low range for asphalt material in the index and the Department will use the average of these two prices as its monthly index. The rack prices will be taken from the prices published by the state producers weekly and the average of these prices used to determine the average asphalt index in the state monthly. These rack prices are documented by the suppliers to the NMDOT via direct hard copy reports. The published Average Monthly Rack Price will be calculated using the following formula:

Average Monthly Rack Price = Average of the reported average weekly selling prices using the last four reported weeks on or prior to the last day of a given month as published by the New Mexico Department of Transportation Materials Bureau.

The current New Mexico Asphalt Rack Price Data and Average Monthly Rack Price Index are sent, by NMDOT via e-mail, to the City of Las Cruces (Public Works Project Development & Street Operations) and the Albuquerque office of the Associated Contractors of New Mexico for distribution to their members. This same price information is also published on the NMDOT web site.

THE FOLLOWING EXAMPLE WILL EXPLAIN THE ASPHALT BINDER PRICE ADJUSTMENT PROCEDURE:

The type of asphalt is Type "B", with required asphalt content from the approved mix design of 6%.

The project was bid during the month of July 2008.

The amount of hot mix placed during the month of September 2008 is 1,000 tons. The bid item for this work is paid by the ton.

Step One: Determine the tonnage of hot mix supplied during the month.
(sum of all hot mix asphalt supplied = 1,000 Tons)

Step Two: Determine the tonnage of binder placed from mix design used.
1,000 Tons (hot mix placed) X 6% = 60 Tons.

Step Three: Determine the B/C ratio.
From the attached spreadsheet for the Average Monthly Rack Price: C = \$800.00

Assuming that the Average Monthly Rack Price for September 2008 is \$1,000.00.

$$B = \$1,000.00$$

$$B/C = 1000/800 = 1.25$$

Now therefore since the B/C ratio is greater than 1.1, apply Equation (1):

$$A = [B - (1.1 \times C)] \times D = [1000.00 - (1.1 \times 800.00)] \times 60 = \$7,200.00$$

Payment will be made to the Supplier in the amount of \$7,200.00 for the month of September 2008.

New Mexico DEPARTMENT OF
TRANSPORTATION

State Materials Bureau
ASPHALT DESIGN UNIT
P.O. Box 1149, Santa Fe, NM 87604-1149

Current New Mexico Asphalt Rack-Price Data

(As per Asphalt Price Modification IDG from State Construction Engineer Mr. Joe S. Sargis, dated July 28, 2008)

Week Ending	Holly Asphalt Co.	Western Refineries	Valero	Nustar	Average Price
07/26/08	\$ 920.00	\$ 757.50	\$ 770.00	\$ 780.00	\$ 820.00
08/02/08	\$ 850.00	\$ 1,017.50	\$ 770.00	\$ 855.00	\$ 873.13
08/16/08					
08/22/08					
08/29/08					
09/05/08					
09/12/08					
09/19/08					
09/26/08					
10/03/08					
10/10/08					
10/17/08					
10/24/08					
10/31/08					
11/07/08					
11/14/08					
11/21/08					
11/28/08					
12/05/08					
12/12/08					
12/19/08					
12/26/08					
01/02/09					
01/09/09					
01/16/09					
01/23/09					
01/30/09					
02/06/09					
02/13/09					
02/20/09					
02/27/09					
03/06/09					
03/13/09					
03/20/09					
03/27/09					

Week Ending	Holly Asphalt Co.	Western Refineries	Valero	Nustar	Average Price
07/26/08	\$ 930.00	-	\$ 720.00	\$ 740.00	\$ 810.00
08/02/08	\$ 860.00	-	\$ 770.00	\$ 855.00	\$ 828.13
08/16/08					
08/22/08					
08/29/08					
09/05/08					
09/12/08					
09/19/08					
09/26/08					
10/03/08					
10/10/08					
10/17/08					
10/24/08					
10/31/08					
11/07/08					
11/14/08					
11/21/08					
11/28/08					
12/05/08					
12/12/08					
12/19/08					
12/26/08					
01/02/09					
01/09/09					
01/16/09					
01/23/09					
01/30/09					
02/06/09					
02/13/09					
02/20/09					
02/27/09					
03/06/09					
03/13/09					
03/20/09					
03/27/09					

Week Ending	Average Weekly Rack Price	Average Monthly Rack Price
07/26/08	\$800	\$800
08/02/08	\$851	
08/16/08		
08/22/08		
08/29/08		
09/05/08		
09/12/08		
09/19/08		
09/26/08		
10/03/08		
10/10/08		
10/17/08		
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01/23/09		
01/30/09		
02/06/09		
02/13/09		
02/20/09		
02/27/09		
03/06/09		
03/13/09		
03/20/09		
03/27/09		

III. SPECIFICATIONS

- The individual bid price shall reflect the total cost for that material without penalties or surcharges for varying load sizes.
- Specifications listed are from the **City of Las Cruces Standard Specifications for Road Construction**, 2000 Edition. Copies are available for purchase in the Community Development

Department, Permitting Desk, 700 North Main Street, Las Cruces NM 88001 (Mailing Address: P.O. Box 20000, Las Cruces NM 88004), Telephone: (575) 528-3222 or on the Public Works/Engineering Services Web site at:
<http://www.las-cruces.org/departments/public-works/contracts-administration> , then click on "CLC Standards for Roadway Construction"

The following specifications are based on **Section 235 (Crusher Fines)** of the City of Las Cruces Road Standards (2000) and are modified to add clarification for the other aggregate screens and plasticity index.

235.10 Manufacturer: The standard size of aggregates described in this classification will be manufactured through the rock crushing and screening process used to separate raw material into the desirable size ranges.

235.20 Classification: The classification of the Crusher Fines and Select Pipe Backfill material shall be based on the size number and size ranges shown below with the material being sampled in compliance with ASTM D75 and tested for grading using ASTM C 136.

235.40 Aggregate Properties: Fines subjected to five cycles of the soundness test shall have a weighted average loss of not greater than 10% when sodium sulfate is used or 15% when magnesium sulfate is used in accordance with ASTM C-33. Fines shall contain no more than 2% by weight of contaminants such as clay lumps and friable particles. The bidder must provide a sufficient quantity to 1) an independent laboratory for required testing of the listed specifications to ensure that the material classifications meets the requirements listed and 2) to the City for visual inspections with submitted bid, 3) a signed certificate of sample results from an independent laboratory **must** be submitted with the bid clearly stating the results of the specification and gradation levels.

- C. Referenced NMDOT Specifications can be accessed through the following website: <http://www.dot.state.nm.us/content/nmdot/en.html> Click on "Site Index", then "Plans, Specifications and Estimates (PS&E)", then on "Specs for Highway and Bridge Construction".
- D. The vendor shall maintain an approved mix design not older than one (1) year for Items 12, 13, 14, & 20 for submission to the Public Works Department annually.
- E. Upon 24-hour notice, the supplier must provide hot mix, concrete and flowable fill at a rate that will match the anticipated rate of application provided by the City's contractor. The rate varies from 1 tons per day to 100 tons per day. A day shall be considered not more than 9 hours of production.
- F. Per Section 5 of the City of Las Cruces Bid and Quote Conditions the City may award to the lowest:
 - 1. Individual Unit Price
 - 2. Grouped Unit Price or
 - 3. Lump Sum Unit price whichever is deemed most beneficial to the City.
- G. Prospective bidders are advised of that the City of Las Cruces reserves the right to issue award to multiple sources. This understanding is based upon the City's need to obtain timely delivery of specific items and concern that a single source award may not be able to supply sufficient material to meet the City's demand. In this event, subsequent orders will always be lowest cost and timely delivery determinants that are in the best interest of the City.

The successful respondent awarded a contract as a result of this selection process may extend the same terms and conditions of the contract to other governmental entities pursuant to the governing laws of those entities with condition that the City of Las Cruces shall not have any liability as a result of such extension.

LOCAL PREFERENCE NOTICE

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

NEW MEXICO RESIDENT PREFERENCE NOTICE

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

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

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

<http://www.tax.newmexico.gov/Pages/TRD-Homepage.aspx>

NEW MEXICO RESIDENT VETERAN BUSINESS NOTICE

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

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

<http://www.tax.newmexico.gov/Pages/TRD-Homepage.aspx>

PREFERENCE FOR RECYCLED CONTENT GOODS

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



CITY OF LAS CRUCES

ADDENDUM ONE

August 12, 2023

BID NUMBER: 23-24-032
BID TITLE: Road Construction Materials
DUE DATE/TIME: August 26, 2023 / 2:00PM

The following clarifications/modifications/requirements are made part of the above referenced bid and shall be adhered to in responding to this solicitation.

This addendum is 1 page including this cover sheet.

Q1: What is the start date/end date for construction?

A1: This invitation to bid is for general purchases of road construction materials. This is not tied to a specific project but can be used for numerous projects during the duration of the contract.

Q2: What is the estimated value for this project?

A2: The contract total will not exceed \$500,000.00 for its entire term.

Q3: Are there union requirements for this project?

A3: There are no union requirements.

END OF ADDENDUM ONE



25-077

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:	Adopted: January 6, 2025		
Drafter:	Vanessa Perez	Department:	Financial Services
Program:	Budget	Line of Business:	Fiscal Management
Title:	A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY’S ADOPTED FISCAL YEAR (FY) 2025 BUDGET.		

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

PURPOSE(S) OF ACTION:
To accept awarded grants and adjust the FY25 budget.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) relies on grant funding for many of the critical programs provided each year for the residents of Las Cruces. Grant funding awards are received throughout the fiscal year and are not budgeted during the normal fiscal year budgeting process. Funds are not budgeted until the City has received a grant award agreement due to the unpredictable nature of funding levels and timing.

Per the City’s Grants Administration Program Policy, the City Manager, or his designee, may execute grant agreements with funding agencies. Upon receipt of the fully executed agreement from the funding agency, the Council may adjust the budget.

The request for City Council is to accept the budget adjustments to be used by the departments for the scope of work as defined by each grant agreement.

SUPPORT INFORMATION:
[Exhibit "A" - Fund Summaries](#)
[Attachment "A" - Grant Listing](#)
[Attachment "B" - P&I - FFY23 Safe Streets for All Executed Agreement](#)
[Attachment "C" - LRU - Las Cruces 24-l4075 Fully Executed Agreement](#)

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:

Agenda Item #6.5.

☒ Yes

☐ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: Various

AVAILABLE AMOUNT: Various

EXPENDITURE AMOUNT:
Various

Funding Source(s):

Various

Overall Budget Impact:

Please refer to Exhibit "A" Fund Summaries

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution to accept the budget adjustments as presented and amend the City's FY2025 Budget.
2. Vote "No"; this will not approve the Resolution to adjust the FY2025 Budget as presented and return the funds to the granting agency.
3. Vote to "Amend"; this could delay the Resolution and the process of spending the grant funds within the predetermined grant schedule and require direction to staff.
4. Vote to "Table"; this will delay the Resolution and will impact the implementation of the grant agreement, the City department's ability to utilize the funds and return the grant funds to the granting agency.

RESOLUTION 25-077

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 FISCAL YEAR (FY) 2025 BUDGET.

The City Council is informed that:

WHEREAS, the City has received notice of grant awards for various City departments; and

WHEREAS, the grants will be used as designated in the scope of work and within the specified time period as shown in the grant agreements executed by the City Manager, or his designee; and

WHEREAS, the grant agreements that are the subject of this budget adjustment will be attached to the Resolution with a Summary, as Attachment "A"; and each agreement will be attached as subsequent attachments.

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

(I)

THAT the City hereby amends the FY2025 City Budget and accepts all grant awards as shown in the Fund Summary, Exhibit "A", attached hereto and made part of this Resolution, are hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	2100 SPECIAL REVENUE REIMB GRANTS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 270,735	0	0	270,735
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	185,500	185,500	0	185,500
Federal Grants	15,245,266	17,665,507	400,000	18,065,507
State Grants	7,421,065	8,184,567	0	8,184,567
Local Grants	0	3,856	0	3,856
Debt Service	0	0	0	0
Total Revenues	22,851,831	26,039,430	400,000	26,439,430
TOTAL RESOURCES	\$ 23,122,566	26,039,430	400,000	26,710,165
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	9,300,103	11,160,103	0	11,160,103
Legal	0	0	0	0
Las Cruces Police Department	4,248,063	4,684,570	0	4,684,570
Las Cruces Fire Department	1,415,683	1,251,217	0	1,251,217
Utilities	378,926	385,367	0	385,367
Economic Development	4,860,889	4,309,028	0	4,309,028
Internal Audit	0	0	0	0
Assistant City Manager-400	148,183	233,737	0	233,737
Human Resources	0	0	0	0
Financial Services	366,296	359,855	0	359,855
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manager-500	150,000	310,190	400,000	710,190
Parks & Recreation	0	615,441	0	615,441
Community Development	277,223	277,223	0	277,223
Quality of Life	1,479,056	2,426,441	0	2,426,441
Public Works	230,196	51,638	0	51,638
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 22,854,616	26,064,810	400,000	26,464,810
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	\$ 267,950	(25,380)	0	245,355

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	5010 AIRPORT 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 780,075	0	0	780,075
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	61,500	61,500	0	61,500
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	12,114	12,114	0	12,114
Miscellaneous Revenues	138,748	138,748	0	138,748
Federal Grants	3,049	249,529	0	249,529
State Grants	2,825,289	4,614,083	262,902	4,876,985
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	3,040,700	5,075,974	262,902	5,338,876
TOTAL RESOURCES	\$ 3,820,775	5,075,974	262,902	6,118,951
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	4,134,031	6,290,197	262,902	6,553,099
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	\$ 4,134,031	6,290,197	262,902	6,553,099
Other Resources				
Operating Transfers In	1,013,000	1,013,000	0	1,013,000
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 1,013,000	1,013,000	0	1,013,000
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 699,744	(201,223)	0	578,852



CITY OF LAS CRUCES

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

Today's Date: 11/15/2024

Grant Team Representative: Perla Galindo

Grant Award Amount: 400,000.00

Council Budget Adjustment Date: 01/06/2025

Grant Agreement #: 693JJ32540083

Grant Effective Date: 11/15/2024

Grant Reversion Date: 12/31/2027

Funding Agency: U.S Department of Transportation- Federal Highway Administration (USDOT-FHA)

PROJECT INFORMATION

Grant Project Title: Safe Streets and Roads for All

Type of Funding: Federal Operating & Capital

Match Description: Local Cash Match

Type of Grant: Competitive

Match Amount: 100,000.00

Match Percent/Ratio: 20%

City Fiscal Year: FY2025

Funder Fiscal Year: FFY2023

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

The grant award is to develop a comprehensive safety action plan to update the City's Active Transportation Plan. This is intended to adopt a Vision Zero commitment and incorporate a safe systems approach to transportation planning for the City.

DEPARTMENT INFORMATION

Implementation Dept: 500- ACM (Sonya Delgado)

User Dept: SELECT

Line of Business: Planning and Implementation

Program: Comprehensive & Strategic Plan

Project Manager: Mark Miller

Phone: 575-528-3271

Email: mmiller@lascruces.gov

Line of Business:

Program:

Project Manager:

Phone:

Email:

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

ACCOUNT STRINGS:

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

REV: 2100-20350002-599100 - \$400,000.00

EXP: 2100-20350002-721080 - \$400,000.00

MATCH: 1000-10350002-721070 - \$100,000.00 (budgeted for)

Reimbursable Grant: ☐

Revenue Collected in Advance: ☒

Date to Accounting:

Project Number: 25083

Project Created By: Josie Trevino

Set-Up Date: 12/17/24

Accounting Comments:



CITY OF LAS CRUCES

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

Today's Date: 12/05/2024 **Grant Team Representative:** Perla Galindo
Grant Award Amount: 262,902.16 **Council Budget Adjustment Date:** 01/06/2025
Grant Agreement #: 24-I4075
Grant Effective Date: 11/13/2024 **Grant Reversion Date:** 06/30/2026
Funding Agency: State of New Mexico- Department of Finance and Administration

PROJECT INFORMATION

Grant Project Title: Las Cruces 24-I4075: Las Cruces International Airport Infrastructure Improvements
Type of Funding: State Operating & Capital **Type of Grant:** Legislative Appropriation
Match Description: No Match Required-Provided **Match Amount:** 0.00
Match Percent/Ratio: 0.00

City Fiscal Year: FY2025 **Funder Fiscal Year:** FY2024
Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)

To plan, design, construct, renovate, purchase, furnish and equip infrastructure improvements, including utilities, for the Las Cruces International Airport.

DEPARTMENT INFORMATION

Implementation Dept: 400- ACM (JC Borrego)	User Dept: SELECT
Line of Business: Airport Development	Line of Business:
Program: Las Cruces Airport	Program:
Project Manager: Andy Hume	Project Manager:
Phone: 575-541-2473	Phone:
Email: ahume@lascruces.gov	Email:

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

ACCOUNT STRINGS:

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

REV: 5010-50140022-599200- \$262,902.16
EXP: 5010-50140022-804000- \$262,902.16

Reimbursable Grant: ☒ **Revenue Collected in Advance:** ☐

Date to Accounting: 12/10/24 **Project Number:** 24075
Project Created By: JOSIE TREVINO **Set-Up Date:** 12/10/24
Accounting Comments:

Agenda Item #6.5.

- | | | | | | | | | | | | |
|---|---|----------------|--------------|------------------|--------------|----------------------|-----|--------------|-----|--------|--------------|
| <p>1. Federal Award No.
693JJ32540083</p> <p>4. Award To
City of Las Cruces
700 N Main St
Las Cruces, NM 88001</p> <p>Unique Entity Id.: J3ZLWA2K1X47
TIN No.: 85-6000147</p> <p>6. Period of Performance
Effective Date of Award –
December 31, 2027</p> <p>8. Type of Agreement
Grant</p> <p>10. Procurement Request No.
HSA240225PR</p> <p>12. Submit Payment Requests To
See Article 5.</p> | <p>2. Effective Date
See No. 16 Below</p> <p>3. Assistance Listings No.
20.939</p> <p>5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590</p> <p>7. Total Amount</p> <table border="0"> <tr> <td>Federal Share:</td> <td>\$400,000.00</td> </tr> <tr> <td>Recipient Share:</td> <td>\$100,000.00</td> </tr> <tr> <td>Other Federal Funds:</td> <td>\$0</td> </tr> <tr> <td>Other Funds:</td> <td>\$0</td> </tr> <tr> <td>Total:</td> <td>\$500,000.00</td> </tr> </table> <p>9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act
(Pub. L. 117–58, November 15, 2021; also referred to as the
“Bipartisan Infrastructure Law” or “BIL”)</p> <p>11. Federal Funds Obligated
Base Phase: Pre-NEPA, Preliminary Engineering and
NEPA: \$340,000.00</p> <p>13. Accounting and Appropriations Data
15X0173E50.0000.055SR10500.5592000000.41010.610066
00.0000000000.0000000000.0000000000.0000000000</p> | Federal Share: | \$400,000.00 | Recipient Share: | \$100,000.00 | Other Federal Funds: | \$0 | Other Funds: | \$0 | Total: | \$500,000.00 |
| Federal Share: | \$400,000.00 | | | | | | | | | | |
| Recipient Share: | \$100,000.00 | | | | | | | | | | |
| Other Federal Funds: | \$0 | | | | | | | | | | |
| Other Funds: | \$0 | | | | | | | | | | |
| Total: | \$500,000.00 | | | | | | | | | | |

14. Description of the Project

Development of a comprehensive Safety Action Plan (Plan) in the form of an update to the City's Active Transportation Plan. This is intended to adopt a Vision Zero commitment and incorporate a safe systems approach to transportation planning for Las Cruces and up to three demonstration activities to temporarily implement/demonstrate design treatments identified through the planning process.

RECIPIENT**15. Signature of Person Authorized to Sign**

Signature

Name: Ikani Taumoepeau

Title: City Manager

Date

11/7/24

FEDERAL HIGHWAY ADMINISTRATION**16. Signature of Agreement Officer**

HECTOR RAMON
SANTAMARIA

Signature

Name: Hector Santamaria

Title: Agreement Officer

Date

Digitally signed by HECTOR
RAMON SANTAMARIA
Date: 2024.11.14 15:28:10
-05'00'

APPROVED AS TO FORM:

City Attorney

Date

11/4/24

U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the City of Las Cruces (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Las Cruces Safety Action Plan.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Las Cruces Safety Action Plan and Demonstration Activities

Application Date: 7/7/2023

2.2 Award Amount.

SS4A Grant Amount: \$400,000.

2.3 Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Base Phase: Pre-NEPA, Preliminary Engineering and NEPA	\$340,000	

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Option Phase 1: Final Design	\$0	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) ("NHPA"), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA's notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting "preliminary design" as specified in FHWA Order 6640.1A.
Option Phase 2: Construction	\$60,000	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) ("NHPA"), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
		document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA's notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting "preliminary design" as specified in FHWA Order 6640.1A.

2.4 Budget Period.

Base Phase: Pre-NEPA, Preliminary Engineering and NEPA: October 1, 2024 – September 30, 2027

Option Phase 1: Final Design (Reserved)

Option Phase 2: Construction: (Reserved)

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

To develop a Safety Action Plan and Demonstration Activities. The following narrative addresses the Program's criteria of safety impact, equity, and additional safety context.

The project will be completed in two phases as follows:

Planning (Phase 1): The City of Las Cruces will develop a comprehensive Safety Action Plan to act as an update to the City's existing Active Transportation Plan. The plan will identify the High Injury Network and emphasis areas, complete an existing active transportation facilities GIS network, establish a Vision Zero Commitment, and develop goals and recommendations to address safety and equity in the transportation system.

Agenda Item #6.5.

Demonstration Activities (Phase 2): Implement three demonstration projects to assist the public in visualizing the design and benefits of enhanced, safety-focused intersection and corridor designs

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned Draft Plan Completion Date:	March 1, 2027
Planned Final Plan Completion Date:	July 1, 2027
Planned Final Plan Adoption Date:	August 31, 2027
Planned SS4A Final Report Date:	October 1, 2027

Demonstration Activity Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	October 1, 2026
Planned Construction Start Date	October 16, 2026
Planned Evaluation Period End Date:	October 31, 2027
Planned SS4A Final Report Date:	December 31, 2027

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$400,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$100,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$500,000

(b) Cost Classification Table – Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

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Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Construction	\$60,000	\$0	\$60,000
Project Total	\$60,000	\$0	\$60,000

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient Contact(s).

Gabriela M. Prats
Grant Manager
City of Las Cruces
700 N Main St
Las Cruces, NM 88001
gprats@lascruces.gov
grants@lacruces.gov
(575) 541-2430

4.2 Recipient Key Personnel.

Name	Title or Position
Srijana Basnyat	City Innovation & Strategy Administrator/Project Director

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

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Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator - New Mexico
Agreement Officer's Representative (AOR)
4001 Office Court Drive, Suite 801
Santa Fe, NM 87507
505-820-2021
hdamn@dot.gov

and

Anthony Dominguez
New Mexico Division Office Lead Point of Contact
Transportation Area Engineer – Grants Manager
4001 Office Court Drive, Suite 801
Santa Fe, NM 87507
505-429-0522
Anthony.dominguez@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(c)(6), unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

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- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

**ARTICLE 6
SPECIAL GRANT TERMS**

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Las Cruces Safety Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.
- 6.6** The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.
- 6.7** The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.
- 6.8** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Las Cruces

Baseline Measurement Date: October 1, 2026

Baseline Report Date: December 31, 2026

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Annually and within 120 days after the end of the period of performance
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance

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Measure	Category and Description	Measurement Frequency and Reporting Deadline
Outcomes and Benefits	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

**ATTACHMENT B
CHANGES FROM APPLICATION**

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" in Section 3.3 of the table.

Scope: There is no change in scope from the application.

Schedule: The schedule has been increased in length from the initial application to allow more time for demonstration projects, ensure appropriate staffing resources are available throughout the project and allow for adequate internal procurement processes to identify fully qualified consultants, and other considerations.

Budget: 6.H. of application listed \$60,000 as "Other". This has been moved to "Construction" in Section 3.3 (b) cost classification table for the Demonstration Activities.

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds	400,000	80	400,000	80
Other Federal Funds				
Non-Federal Funds	100,000	20	100,000	20
Total Future Eligible Project Costs	500,000	100	500,000	100
Total Project Costs	500,000	100	500,000	100

ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with "X" in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
X	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The Las Cruces Safety Action Plan (SAP) is intended to act as an update to the City of Las Cruces Active Transportation Plan (ATP), which evaluated bicycle projects using a weighted analysis based on four factors, including household poverty percentage. There is a known correlation between poverty and racial inequities which when added to the fact that Las Cruces has a minority population of over 65% (2020 Census), we see both an opportunity and need to emphasize race, ethnicity and socio-economic factors in developing recommendations through the updated ATP/SAP and will continue to have intentional engagement of people of color and disabilities throughout the planning process. As stated in the application, this Safety Action Plan will allow the City to identify the overlap between vulnerable road users and the high-injury network to improve multimodal safety for underserved populations within Las Cruces.

ATTACHMENT D
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table align with the application:

x	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>

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	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The City of Las Cruces adopted its first Climate Action Plan (CAP) (Resolution 20-060) in July 2020. Prioritizing the development of active transportation alternatives was identified as one of four major strategies in the transportation sector and the most effective one with a GHG Reduction Potential of 12% by 2050, based on a 2018 baseline, by increasing mode share by 40%. The GHG Emission Savings would be 107,646 (mt CO₂e). Specific actions include expanding multimodal connectivity and accelerating development of walkable/bikeable networks as identified by the City of Las Cruces Active Transportation Plan which will be updated and expanded upon by the Safety Action Plan funded through the SS4A grant.

ATTACHMENT E
LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table align with the application:

	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

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x	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

It is policy for the City of Las Cruces to recruit and select the most qualified persons for positions in the City's service. Recruitment and selection shall be conducted in a manner that will ensure open competition, provide equal employment opportunity, and prohibit discrimination or favoritism because of race, politics, religion, sex, sexual orientation, gender identity, color, ancestry, serious medical condition, national origin, age, or disability, and in accordance with the City's Hiring Process, Application Review, Interviewing and Selection Guidance. Section 200 – Recruitment & Selection of the City of Las Cruces Personnel Manual details the City's hiring processes to ensure compliance with equal employment opportunity legislation. The Manual was last updated in November 2018. The Human Resources Department and its staff ensure that the process is followed by providing training, assistance, and technical support to hiring managers and City management.

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**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
SEVERANCE TAX BOND FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF LAS CRUCES**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 65, Section 77**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-14075 \$262,902.16 APPROPRIATION REVERSION DATE: June 30, 2026

Laws of 2024, Chapter 65, Section 77, Two Hundred Sixty Two Thousand Nine Hundred Two Dollars And Forty Sixteen Cents (\$262,902.16), from the Severance Tax Bond Fund 89200 to plan, design, construct, renovate, purchase, furnish and equip infrastructure improvements, including utilities, for the Las Cruces international airport. The time of expenditure is extended through fiscal year 2026.

The Grantee's total reimbursements shall not exceed Two Hundred Sixty Two Thousand Nine Hundred Two Dollars And Forty Sixteen Cents \$262,902.16 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, Zero Dollars And Zero Cents \$0.00, which equals Two Hundred Sixty Two Thousand Nine Hundred Two Dollars And Forty Sixteen Cents \$262,902.16 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

- A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:
- i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
 - ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
 - iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
 - iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
 - v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.
- Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
- vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

¹The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

²"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

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ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
 Name: Ikani Taumoepeau
 Title: City Manager
 Address: 700 N Main St, Las Cruces, NM 88001-1120
 Email: grants@lascruces.gov
 Telephone: 575-541-2076

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
 Name: Gabriela M. Prats
 Title: Grant Manager
 Address: 700 N Main St, Las Cruces, NM 88001-1120
 Email: gprats@lascruces.gov
 Telephone: 575-541-2430

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
 Name: Melody Zamora
 Title: Program Manager
 Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
 Email: Melody.Zamora@dfa.nm.gov
 Telephone: 505-670-4395

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

- A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are **not** expended and an expenditure has **not** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

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ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- i. Termination due to completion of the Project before the Reversion Date; or
- ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- iii. Termination for violation of the terms of this Agreement; or
- iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

Agenda Item #6.5**ARTICLE VII. AMENDMENT**

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

ARTICLE VIII. REPORTS**A. Database Reporting**

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:

- i. The Grantee must submit a Request for Payment; and
- ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- ii. Twenty (20) days from date of Early Termination; or

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iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
- iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
- v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- i. The Grantee has the legal authority to receive and expend the Project's funds.
- ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

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protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

- A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF LAS CRUCES** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF LAS CRUCES**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF LAS CRUCES** or

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the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF LAS CRUCES** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF LAS CRUCES may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF LAS CRUCES only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

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[THIS SPACE LEFT BLANK INTENTIONALLY]

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

City of Las Cruces

Entity Name

Signature of Official with Authority to Bind Grantee

By: Ikani Taumoepeau

(Print Name)

Its: City Manager

(Title)

Date

11/13/24

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

DocuSigned by:

Cecilia Mavrommatis

By: Cecilia Mavrommatis

Its: Cabinet Secretary or Designee

11/21/2024

Date

APPROVED AS TO FORM:

City Attorney

Date

11/16/24

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**STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
 B. Address: _____
 (Complete Mailing, including Suite, if applicable)

 City, State, Zip
 C. Contact Name/Phone #: _____
 D. Grant No: _____
 E. Project Title: _____
 F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
 B. Grant Amount: _____
 C. AIPP Amount (If Applicable): _____
 D. Funds Requested to Date: _____
 E. Amount Requested this Payment: _____
 F. Reversion Amount (If Applicable): _____
 G. Grant Balance: _____
 H. Final Request for Payment (If Applicable) _____

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification: I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
 or **Fiscal Agent** (if applicable)

Grantee Representative

 Printed Name

Date: _____

 Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

 Division Fiscal Officer Date

 Division Project Manager Date

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**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee Entity: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.



25-078

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:	Adopted: January 6, 2025		
Drafter:	Brad Douglas	Department:	Legal
Program:	Office of Director	Line of Business:	Office of Director
Title:	A RESOLUTION TO CURE AND RATIFY THE LAS CRUCES CITY COUNCIL'S PRIOR INVALID DECISION AND DECISION TO SEEK CANDIDATES FOR THE VACANCY OF THE POSITION OF CITY MANAGER FROM AN INTERNAL POOL OF CANDIDATES, AND TO APPOINT IKANI TAUMOEPEAU TO THE OFFICE OF CITY MANAGER, THEREBY APPROVING AND RATIFYING BOTH HIS SELECTION AND EMPLOYMENT AGREEMENT.		

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

PURPOSE(S) OF ACTION:
To ratify City Council's prior decision and comport with curing recommendation as provided by New Mexico Department of Justice.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
On or about December 20, 2024, pursuant to an Open Meetings Act (OMA) complaint, the New Mexico Department of Justice (NMDJO) made findings that: (1) The City Council failed to decide the scope of its City Manager search and appears to have engaged in a presumed rolling quorum, (2) that the closed session to narrow the candidate field violated the OMA, and (3) that the City Council's closed session to select a City Manager violated OMA.

OMA violations can be cured by holding an OMA-compliant public meeting, summarizing all the discussions and comments made outside of a public meeting, and ratifying the actions by a public and open vote of a majority of the City Council

SUPPORT INFORMATION:
[Attachment "A" - OMA Letter](#)
[Attachment "B" - Contract](#)

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes

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☒ 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 ratify the City Council's prior decision.
2. Vote "No"; this will not ratify the City Council's prior decision.
3. Vote to "Amend"; this will require direction to city staff.
4. Vote to "Table"; this is not an option based on the timeline.

RESOLUTION 25-078

A RESOLUTION TO CURE AND RATIFY THE LAS CRUCES CITY COUNCIL'S PRIOR INVALID DECISION AND DECISION TO SEEK CANDIDATES FOR THE VACANCY OF THE POSITION OF CITY MANAGER FROM AN INTERNAL POOL OF CANDIDATES, AND TO APPOINT IKANI TAUMOEPEAU TO THE OFFICE OF CITY MANAGER, THEREBY APPROVING AND RATIFYING BOTH HIS SELECTION AND EMPLOYMENT AGREEMENT.

The City Council is informed that:

WHEREAS, on or about February 28, 2024, the City of Las Cruces announced that it would be accepting internal applications for the vacancy of the position of City Manager; and

WHEREAS, on or about March 18, 2024, the City Council met in a closed meeting to discuss and decide whether the position of City Manager would be recruited through outside means, or whether to proceed solely with internal applications; and

WHEREAS, during the closed meeting taking place on or about March 18, 2024, the City Council decided to narrow the candidate field to three internal candidates; and

WHEREAS, on or about March 20, 2024, the City Council interviewed internal candidates for the vacant position of City Manager in closed session; and

WHEREAS, on or about March 20, 2024, the City Council selected Ikani Taumoepeau to serve as the next City Manager, with a tentative start date of April 1, 2024; and

WHEREAS, during an open meeting on April 1, 2024, the City Council approved an employment agreement for Ikani Taumoepeau to serve as the next City Manager; and

WHEREAS, pursuant to NMSA 1978, Section 10-15-1(B), any discussion of public business within the delegated authority of a public body must take place in an open meeting, absent an enumerated exception; and

WHEREAS, on or about December 20, 2024, pursuant to an Open Meetings Act (OMA) complaint, the New Mexico Department of Justice (NMDNJ) made findings that: (1) The City Council failed to decide the scope of its City Manager search and appears to have engaged in a presumed rolling quorum, (2) that the March 18, 2024, closed session to narrow the candidate field violated the OMA, and (3) that the City Council's closed session to select a City Manager violated OMA, and the City Council did not make its required statements pursuant to NMSA 1978, Section 10-15-1(J), for its March 18, 2024 and March 20, 2024 closed sessions; and

WHEREAS, OMA violations can be cured by holding an OMA-compliant public meeting, summarizing all the discussions and comments made outside of a public meeting, and ratifying the actions by a public and open vote of a majority of the City Council, pursuant to New Mexico law, specifically N.M. State Inv. Council v. Weinstein, 2016-NMCA-069, ¶ 86 (citing Kleinberg v. Bd. Of Educ., 1988-NMCA-014, ¶ 30, 107 N.M. 38); and

WHEREAS, the City Council wishes to cure and ratify its prior decisions to limit the candidacy for the position of City Manager to internal candidates only, as well as to cure and ratify its selection of Ikani Taumoepeau as the City Manager of the City of Las Cruces in an Open Meeting on this 6th day of January 2025, along with the terms of the employment agreement previously approved by this Body in an Open Meeting on or about April 1, 2024.

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

(I)

THAT the Governing Body of the City of Las Cruces wishes to fill the vacant position of the office of City Manager considering internal candidates only, as there are qualified applicants for the position in-house, an internal hire represents a cost-saving measure, and an internal hire would help to prevent institutional disruption.

(II)

THAT the Governing Body of the City of Las Cruces hereby selects Ikani Taumoepeau as its City Manager, and hereby approves and ratifies his selection, along with the terms of the employment agreement originally approved by this Body on or about April 1, 2024.

(III)

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

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS



December 20, 2024

Mayor Eric Enriquez (eenriquez@lascruces.gov)
Mayor Pro Tem, Johana Bencomo (jbencomo@lascruces.gov)
Brad Douglas, City Attorney (cityattorney@lascruces.gov)
City of Las Cruces
City Hall
700 N. Main St.
Las Cruces, NM 88004

Re: **Complaint No.:** NMDOJ-ECS-20240329-2493
 Complaint Date: March 29, 2024
 Filers: Algernon D’Ammassa
 Respondent: City of Las Cruces City Council
 Type: Open Meetings Act Complaint

Dear Mayor Enriquez and Mayor Pro Tem Bencomo:

The Government Counsel and Accountability Division (the “GCA”) of the New Mexico Department of Justice (the “NMDOJ”) recently completed a review of a complaint received regarding your public body. The allegations in the complaint raised concerns with your public body’s compliance with New Mexico’s government transparency laws – specifically, the Open Meetings Act (“OMA”), NMSA 1978, Sections 10-15-1 to –4. Public bodies across our state, at every level of government, are required to comply with both the written requirements and spirit and intent behind our sunshine laws, which provide the public a fundamental right to obtain information regarding the affairs and business of our representative government.

The Attorney General has statutory authority to enforce this law, and we rely on concerns brought forward by the public to help identify and resolve issues of noncompliance by means of informal resolution. Through this process, our agency clarifies explicit requirements as well as best practices and directs such action needed to cure violations and help ensure future compliance with the law. Serious issues of noncompliance, or repeated noncompliance, may result in further action from our agency.

The allegations raised in the complaint regard the City of Las Cruces City Council’s (“City Council”) process for recruiting and hiring a new city manager. For the reasons set forth in this letter, the GCA has concluded that that process lacked compliance with the OMA. The *only* open meeting at which the City Council ever discussed the selection of the new city manager was its April 1, 2024, meeting. At that meeting, the City Council had already selected its candidate and negotiated an employment agreement. The City Council’s opaque process deprived the public of

any opportunity to meaningfully participate in the selection of a new city manager. As a consequence of these violations, the city manager selection is invalid. As discussed further below, the GCA finds serious violations that require your immediate attention and correction.

I. MATERIALS REVIEWED

Our evaluation of the Complaint included a review of the following documents:

- a. Mr. D'Ammassa's complaint, which included an email correspondence between Mandy Guss, Communications Director for the City of Las Cruces, and Mr. D'Ammassa, between March 21, 2024, and March 25, 2024. The Complaint is attached as Exhibit A.
- b. The meeting agendas for the two closed City Council meetings on March 18, 2024, and March 20, 2024, and the regular Council meeting on April 1, 2024.
- c. The video recording of City Council's April 1, 2024, regular meeting. Las Cruces City Council, *Las Cruces Council Meeting - April 1, 2024*, YouTube (Apr. 1, 2024), https://www.youtube.com/live/2ulSz_tUPPQ?si=PINGIYsrVgct03sM. (hereinafter "Videorecording").
- d. Copies of press releases from the City of Las Cruces dated February 28, 2024, March 19, 2024, and March 21, 2024. The press releases are attached as Exhibit B.
- e. Resolution 24-100, City Council Action and Executive Summary, which is attached as Exhibit C.
- f. Article by Mr. D'Ammassa in the Las Cruces Bulletin: "City denies violating open meetings law," dated March 28, 2024, a copy of which is attached as Exhibit D.
- g. Article by Mr. D'Ammassa in the Las Cruces Bulletin: "Las Cruces councilors approve contract for new city manager," dated April 1, 2024, a copy of which is attached as Exhibit E.
- h. The City Council's September 6, 2024, written partial response to the GCA's First Letter of Inquiry sent on August 30, 2024, a copy of which is attached as Exhibit F.
- i. The City Council's September 10, 2024, written supplemental response to the GCA's First Letter of Inquiry sent on August 30, 2024, a copy of which is attached as Exhibit G.
- j. The City Council's production of text messages from Ikani Taumoepeau to City Council Members and Mayor Pro Tem Bencomo. Copies of the text messages are attached as Exhibit H.
- k. The City Council's October 29, 2024, written responses to the GCA's Second Letter of Inquiry sent on October 22, 2024, a copy of which is attached as Exhibit I.
- l. The City Council's Closed Meeting Statement for its March 18, 2024, closed meeting that was produced on October 22, 2024, a copy of which is attached as Exhibit J.

II. TIMELINE OF CITY COUNCIL'S ACTIONS ON HIRING NEW CITY MANAGER

The GCA has developed the following relevant timeline based on the materials we reviewed:

February 28, 2024: The City of Las Cruces issued a press release stating that former City Manager Ifo Pili was resigning, and that the City of Las Cruces was accepting "internal" applications beginning that day.

March 18, 2024: The City Council met in closed session, invoking the OMA's "limited personnel matters" exception. The March 18, 2024, closed session is not reported out until April 1, 2024.

March 19, 2024: The City of Las Cruces issued a press release stating that the City Council selected three finalists for city manager at its March 18, 2024, closed session. The press release also stated that the City Council decided to select the new city manager from applicants already employed by the City of Las Cruces.

March 20, 2024: The City Council met in closed session, invoking the OMA's "limited personnel matters" exception. The March 20, 2024, closed session is not reported out until April 1, 2024, at which Mayor Enriquez stated that the meeting lasted from 10:49 a.m. to 5:18 p.m. and included in attendance the three individuals who were presumably the finalists: David Sedillos, Sonia Delgado, and Ikani Taumoepeau.

After the closed session, according to text messages produced by the City Council, Ikani Taumoepeau texted Councilor McClure and Councilor Corran thanking them for their support and opportunity to serve the council.

March 21, 2024: The City of Las Cruces issued a press release stating that a "tentative offer" has been made to Ikani Taumoepeau for city manager and is to start on April 1, 2024. The press release stated that the "proposed contract will be voted on by City Council at its April 1, 2024, regular meeting."

March 25, 2024: The City Council held a "work session" meeting, at which there was a quorum of the public body present and public business was discussed.

April 1, 2024: At a regular City Council meeting, the City Council votes on Resolution No. 24-100, which approved the employment agreement for Ikani Taumoepeau as city manager. Additionally, at the April 1, 2024, regular meeting, Mayor Enriquez reports out the two closed sessions the City Council held on March 18, 2024, and March 20, 2024.

III. OMA VIOLATIONS

After our review of the evidence provided, the GCA finds that the City Council's decision process to limit the city manager to internal candidates was reached through a presumed rolling quorum, rather than in an open meeting. Specifically, the City Council engaged in closed and

informal, individual discussions between the outgoing city manager, Mr. Pili, Mayor Enriquez, and Councilors, instead through the open and transparent process required by OMA. For the reasons stated below, the City Council's process to select a new city manager raises serious concerns about the lack of adherence to legal requirements designed to ensure that public body's decisions are made in the public's view.

A. The City Council Failed to Decide the Scope of its City Manager Search in an Open Meeting and Appears to Have Engaged in a Rolling Quorum.

The City Council contends that its decision to limit its search scope to internal candidates was formally made at its March 18, 2024, closed meeting pursuant to the "limited personnel matters" exception. *See* Exhibit G; Exhibit I.

The exhibits and press release issued February 28, 2024, clearly show that the City Council held discussions among Mr. Pili, Mayor Enriquez, and the Councilors, that led to a private consensus to accept internal applications prior to March 18, 2024. In fact, there is no evidence to suggest that final action to only accept internal applications for city manager was made in an open meeting, only a decision that merely ratified an outcome that had already been determined outside of the public's view. As a result, the City Council did not comply with the OMA to limit its scope of city manager candidates by conducting the discussion of public business outside of a public meeting and initiating a "rolling quorum."

Pursuant to NMSA 1978, Section 10-15-1(B), *any* discussion of public business within the delegated authority of a public body *must* take place in an open meeting. This requirement is typically met when a quorum of a public body's members convene discuss public business or take final action in a properly noticed, public meeting. However, a quorum can exist for purposes of OMA even when the members are not physically present together at the same time and place. For example, if three members of a five-member board discuss public business in a series of telephone or email conversations, the discussion is a meeting of a quorum. This is referred to as a "rolling" quorum. The GCA highly advises public bodies to be cautious of engaging in a "rolling quorum", as it constitutes a meeting of a quorum of the public body's members outside of a properly noticed, public meeting, which is a violation of the OMA.

NMSA 1978, Section 10-15-1(B) requires that all meetings of a quorum of members of the City held for the purpose of formulating public policy, including the development of personnel policy or taking any action within the authority of the City must be in a public meeting open to the public. Public policy and the discussion of public business can have many meanings, but it is clear that OMA contemplates personnel matters within the authority of a public body to be the discussion of public business, regardless of whether a policy is being decided.

The City Council's decision to proceed with internal candidates for city manager was first mentioned in the City Council's press release on February 28, 2024, which announced, "[i]nternal applications for the City Manager's position began being accepted Wednesday, February 28, 2024." *See* Exhibit B. In its written response to the GCA's first inquiry requesting an explanation of how the City Council decided to limit its search for city manager to internal candidates, the City Council answered: "[u]pon information and belief, former City Manager Ifo Pili consulted with the mayor and informed him that he believed that the organization had enough strong internal candidates to merit an in-house hiring process." *See* Exhibit G. Additionally, Mandy Guss,

Communications Director for the City of Las Cruces, was quoted by the Las Cruces Bulletin, stating, “[t]he city manager hiring process was suggested by Ifo [Pili, the outgoing city manager], who spoke individually with the city council members and got their OK to move forward.” *See* Exhibit D. When asked by Mr. D’Amassa via email how many councilors Mr. Pili consulted with regarding the internal hire, Ms. Guss replied that she did not know how many councilors Mr. Pili had spoken with, but she claimed that “there was no rolling quorum as no policy was voted on.” *See* Exhibit A.

It is the GCA’s opinion that the City Council’s decision to focus exclusively on internal candidates is the result of a presumed rolling quorum. According to the City Council’s February 28, 2024, press release, internal applications had begun to be accepted the same day, indicating that the decision to accept internal applications had already been made by that date. This is supported by the City Council’s response to the GCA’s first inquiry, that the outgoing city manager, Mr. Pili, consulted with Mayor Enriquez, who both believed there were sufficient internal candidates for the city manager position. *See* Exhibit G. This consensus led to Mr. Pili reportedly consulting with councilors individually to secure their approval. *See* Exhibit D. According to Section 10-15-1(B), any discussions to decide the scope of the applications should have decided in an open meeting, as it is public business. The fact there is no evidence to support there was an open meeting to discuss the scope of applications, the GCA presumes that the City Council engaged in a rolling quorum to come to this decision.

The Council’s decision to limit the scope to internal candidates is public business, as the city manager is the only position appointed by the City Council. Las Cruces, N.M., Mun. Code, § 2-170 (1988). As such, pursuant to NMSA 1978, Section 10-15-1(B), *any* discussion regarding the new city manager’s selection process should have been discussed in a properly noticed, public meeting. While Ms. Guss claimed that the City Council did not engage in a rolling quorum because no policy was voted on, *see* Exhibit A, her explanation fails to recognize that any discussions regarding the selection process should have been discussed in an open meeting, regardless of any formal votes occurring.

B. The City Council’s March 18, 2024, Closed Session to Narrow the Candidate Field to Three Internal Candidates Violated the OMA.

On March 18, 2024, the City Council held a closed meeting to discuss limited personnel matters regarding the hiring of the city manager, which was closed pursuant to NMSA 1978, Section 10-15-1(H)(2). *See* Exhibit J. In the City Council’s March 19, 2024, press release, the City Council stated that at its March 18, 2024, closed meeting, the City Council selected three finalists after reviewing applications of nine internal candidates. *See* Exhibit B.

Any discussion of public business within the delegated authority of a public body must take place in an open meeting. § 10-15-1(B). However, the OMA outlines exceptional situations in which certain public business can be discussed in a closed session outside of an open public meeting, including “limited personnel matters.” § 10-15-1(H)(2). According to OMA, “limited personnel matters” specifically means “the discussion of hiring, promotion, demotion, dismissal, assignment or resignation of or the investigation or consideration of complaints or charges against any *individual public employee*[.]” (emphasis added). *Id.*

After our review of the evidence provided, the GCA finds that the selection of the three finalists taken at the City Council's March 18, 2024, closed meeting did not comply with the OMA because the "limited personnel matters" provides only for discussion of matters under the exception and does "not exempt final actions on personnel from being taken at open public meetings." *Id.* The March 18, 2024, closed meeting intended to create a discussion of the city manager position but was instead created the decision on finalists and ultimately the final decision for the candidate for the city manager position. *See* Exhibit I. This is also evidenced during remarks the City Council's April 1, 2024, open meeting, which JC Borrego, City of Las Cruces Human Resources Assistant Director, stated that the closed meeting on March 18, 2024, involved a "discussion of the internal hiring process." Videorecording, *supra*, at 1:31:09. While the discussion of the City Council's internal hiring process could be in closed session, any selection of finalists or employee must have occurred in an open meeting, as these are matters of public business and affect the public. Accordingly, the GCA finds that the City Council improperly invoked the "limited personnel matters" exception and took improper action at its March 18, 2024, closed meeting.

C. The City Council's March 20, 2024, Closed Session to Select Ikani Taumoepeau as City Manager Violated OMA.

Out of the OMA violations discussed thus far, the most egregious is the City Council's decision on the city manager position during its closed session on March 20, 2024. The discussion on "limited personnel matters" can be discussed in a closed session outside of an open public meeting, § 10-15-1(H)(2). However, any final actions of "limited personnel matters" that were discussed in a closed session, must be taken in an open meeting. § 10-15-1(B).

In this case, there is substantial evidence that the City Council did not simply discuss the three finalists at its March 20, 2024, closed meeting; it took final action to select a candidate and take steps to move forward with that candidate outside of an open meeting. This evidence includes:

1. On March 20, 2024, Mr. Taumoepeau texted Councilor Corran (at 6:06 p.m.) and Councilor McClure (at 7:37 p.m.) thanking them for their support and opportunity to serve the council. *See* Exhibit H. The closed meeting adjourned at 5:18 p.m., according to the City Council's March 20, 2024, closed meeting statement. Videorecording, *supra*, at 1:28:19. The foregoing shows that a decision was made by the City Council to select Mr. Taumoepeau as city manager during the closed session.
2. On March 21, 2024, the City Council issued a press release with the headline "Las Cruces City Council Selects Ikani Taumoepeau to Serve as City Manager." The press release publicly announced that the City Council "has made a tentative offer" to Mr. Taumoepeau. Mayor Enriquez is quoted stating: "[t]he decision was not easy[.]" (emphasis added). *See* Exhibit B.
3. At the April 1, 2024, City Council meeting, it was clear that the employment agreement between the City Council and Mr. Taumoepeau (Resolution 24-100) had already been negotiated, as the contract was already drafted and ready for the City Council's approval. The City Council never publicly discussed the selection of Mr. Taumoepeau, only the employment agreement.

4. At the City Council's April 1, 2024, meeting, J.C. Borrego, City of Las Cruces Human Resources Assistant Director, made a presentation that included a bullet point stating that "City Council's candidate is Ikani Taumoepeau." Videorecording, *supra*, at 1:31:41.

After the GCA's review of the evidence, it is clear that during the March 20, 2024, closed session the City Council took an invalid final action to select Mr. Taumoepeau as the new city manager. The GCA's concern is that the City Council never discussed or took any final action in an open meeting to select Mr. Taumoepeau as the final candidate for the city manager position, as required by Section 10-15-1(B). The City Council should have held an open meeting to take any final action related selecting its new city manager *before* publicly announcing an offer, either tentative or final, and certainly before any contract negotiations. The City Council's lack of compliance deprived the public of information and the opportunity to participate in the affairs of government and the official acts of public officers and employees who represent them, in which they are entitled to. § 10-15-1(A).

As a result, the GCA finds that even though the City Council took a final action on April 1, 2024, to approve the employment agreement between the City and Mr. Taumoepeau, this was wholly insufficient to comply with the OMA. The GCA finds that ratifying a decision that stemmed from a selection process that was made in a closed session and shielded the public from any meaningful participation, seemingly does not cure these invalid final actions. It is also worth noting that there is no evidence to support that the City Council took final action to officially appoint Mr. Taumoepeau as city manager. Resolution 24-100 is approval of an *employment agreement*, not an appointment of a new city manager.

D. The City Council Failed to Properly Make the Statement Required by NMSA 1978, Section 10-15-1(J) for its March 18, 2024, and March 20, 2024, Closed Meetings.

At the City Council's open meeting on April 1, 2024, Mayor Enriquez reported out the two closed sessions the City Council held on March 18, 2024, and March 20, 2024. According to NMSA 1978, Section 10-15-1(J), "[f]ollowing completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state that the matters discussed in the closed meeting were limited only to those specified in the motion for closure or in the notice of the separate closed meeting."

On March 18, 2024, the City Council voted to enter closed session. Afterwards, the City Council voted to re-enter open session. Since an open session immediately followed the closed session, the required statement should have been made when the City Council entered back into open session on March 18, 2024, according to Section 10-15-1(J).

For the March 20, 2024, closed session, it is the GCA's opinion that the required statement should have been made at the City Council's "work session" that was held on March 25, 2024. The City Council has stated that there was a quorum present at the March 25, 2024, work session. *See* Exhibit I. Under OMA, all discussions of a public business by a quorum of members of a public body shall be in open, public meetings. § 10-15-1(B). At these meetings, the City Council receives updates from the City Departments on a variety of topics and the City Council

views the meeting as informational, with no action items on the agenda. *Id.* Action items are not required in the OMA for public meetings. The OMA simply requires that public bodies are subject to the OMA when a quorum is present and there is a discussion of public policy or business. It is clear that the City Council's "work sessions" includes the discussion of public business (e.g., receiving updates for city departments) when a quorum is present, making them subject to the OMA. As such, the March 20, 2024, closed meeting required statement should have been made at the March 25, 2025, "work session" as it was the following open meeting after the closed session on March 20, 2024.

While it is clear the City Council has violated the OMA by failing to make the required statements properly for its March 18, 2024, and March 20, 2024, meetings, the City Council has acknowledged the error was due to a misinterpretation of the requirement by staff and that it will be corrected in the future. *See* Exhibit I. The GCA appreciates the City Council's decision to address the misrepresentation and future corrective action regarding required statements.

IV. INVALID ACTIONS AND CURING UNDER THE OMA

After the GCA's review of the evidence and for the reasons mentioned in Section III, it is our office's opinion that the City Council engaged in closed deliberations and invalid final actions prior to the single, open public meeting held to discuss the hiring of a new city manager on April 1, 2024. These actions deprived the public of any meaningful opportunity to participate in, or even witness the deliberations on, a question of significant public importance.

The OMA states that "[n]o resolution, rule, regulation, ordinance or action of any board, commission, committee or other policymaking body shall be valid unless taken or made at a meeting held in accordance with the requirements of Section 10-15-1 NMSA 1978." § 10-15-3(A). Given the series of OMA violations outlined above, the final action taken by the City Council on the approval of Mr. Taumoepeau's selection and hiring is currently not valid.

There are two alternative corrective actions available to the City Council. First, the OMA violations can be cured by holding an OMA-compliant public meeting, summarizing all the discussions and comments made outside of a public meeting in violation of OMA, and ratifying the actions by a public and open vote of a majority of the City Council. *Id.*; *see also* NMSA 1978, § 10-15-3(B) (1997). "[P]rocedural defects in [compliance with the OMA] may be cured by taking prompt corrective action." *N.M. State Inv. Council v. Weinstein*, 2016-NMCA-069, ¶ 86 (quoting *Kleinberg v. Bd. of Educ.*, 1988-NMCA-014, ¶ 30, 107 N.M. 38) (alteration in original). Under this first alternative, the Commission's ratification would have to address all the procedural defects that began when the City Council decided, on or around February 28, 2024, to limit its search for a new city manager to internal candidates until April 1, 2024, when City Council approved the employment agreement with Mr. Taumoepeau. Such corrective action is not retroactive in approval. All approvals from the curing open meeting and votes and approvals of the City Council are effective on the day of that meeting.

Second, the OMA violation can be cured by treating the violative action as invalid and recommencing the process through an OMA-compliant public meeting. This second alternative would require starting over, which includes the consideration and adoption by a majority of the Commission of a new resolution in a properly noticed, open meeting, with all discussions, deliberations, and votes on the new resolution occurring in an open meeting.

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We advise the City Council to immediately address the OMA violations associated with the selection of the city manager and cure them with one of these two alternatives. Given the gravity of the subject matter, we recommend that the City Council address this matter either at a special meeting or at the next available City Council meeting. The NMDOJ also requests that the City Council alert the NMDOJ of any corrective action it chooses to take, notices of meetings, and any decision stemming from these violations.

The NMDOJ has authority to enforce the OMA through injunction, mandamus, or other appropriate order. We therefore reserve the right to enforce the provisions of the OMA through the commencement of a civil action, but we trust that our findings in this matter are sufficient to identify both the nature of the violations and, more importantly, the necessary corrective action that must be taken. To that end, please reach out to us should you have any questions about how to move this process forward in a manner that comports with New Mexico law.

Based on our analysis provided here, we will not consider this matter closed until all invalid actions addressed in this letter have been addressed and cured. However, if any issues raised in this complaint remain unresolved, we encourage the complainant, who is copied here, to contact our office or submit a new complaint on our website with any additional information. Future complaints related to your public body will be examined with increased attention, and further information regarding your public body's training and policies may be requested to determine what additional intervention may be needed and whether an enforcement action may be necessary to ensure government accountability.

Thank you for your attention to this important matter and for your commitment to promote government transparency through your public body. If our agency can answer any questions or be of further assistance, please do not hesitate to contact our Government Counsel and Accountability Division or visit our website for additional resources at <https://nm DOJ.gov/about-the-office/civil-affairs/#government-counsel-and-accountability>.

Sincerely,

A handwritten signature in black ink, appearing to read 'Blaine', with a long horizontal flourish extending to the right.

Blaine Moffatt
Division Director
Government Counsel and Accountability Division

cc: Algernon D'Amassa (algernon@lascrucesbulletin.com)

**CITY MANAGER EMPLOYMENT AGREEMENT
(Exhibit A)**

THIS AGREEMENT is made and entered into this 1st day of April 2024, by and between the City of Las Cruces, New Mexico, a municipal corporation ("Employer") and Ikani Taumoepeau ("Employee"), in consideration of the terms and conditions stated herein:

RECITALS

WHEREAS, Employer is a home rule municipality organized under Article X, Section 6 of the New Mexico Constitution, having adopted a City Charter ("Charter"), submitted to the Las Cruces Commission on January 7, 1985; and

WHEREAS, the Charter sets forth certain powers and obligations of the Governing Body of Employer with respect to entering into an employment contract with the City Manager; and

WHEREAS, Article III, §§3.01 (a) and (b) of the Charter provides the City Council with authority to appoint and remove the City Manager at their discretion; and

WHEREAS, Employer desires to employ the services of Ikani Taumoepeau as City Manager of the City of Las Cruces as provided in the Charter and consistent with the laws of the State of New Mexico and Ordinances of the City of Las Cruces; and

WHEREAS, Employer desires to provide certain benefits, establish certain conditions of employment, and set general working conditions of Ikani Taumoepeau; and

WHEREAS, Employer desires to secure and retain the services of Ikani Taumoepeau as City Manager and to provide an inducement for Ikani Taumoepeau to remain in such employment; and

WHEREAS, Employer desires to make possible full work productivity by assuring Ikani Taumoepeau morale and peace of mind with respect to future security; and

WHEREAS, Employer desires to provide a means for terminating Ikani Taumoepeau service at such time as Employee may be unable to fully discharge Employee's duties due to disability, Employee's malfeasance or dishonesty, or when Employer may, as provided further herein, otherwise desire to terminate Ikani Taumoepeau's services; and

WHEREAS, the parties acknowledge that Ikani Taumoepeau is subject to the International City/County Managers Association (ICMA) Code of Ethics; and

WHEREAS, Ikani Taumoepeau desires to accept employment as City Manager in accordance with the terms and conditions of this Agreement and the Charter for the City of Las Cruces.

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

SECTION 1. DUTIES

Employer hereby agrees to employ the services of Ikani Taumoepeau as City Manager for the City of Las Cruces, New Mexico. Ikani Taumoepeau agrees to accept employment and act as City Manager for the City of Las Cruces, New Mexico and to carry out, to the best of his ability, all the duties imposed upon that office by Charter and those other legally permissible and proper duties and functions as the Governing Body

of the City, from time to time, may require of and assign to that office.

SECTION 2. STATUS AND TERM

- A. The term of this Agreement begins April 1, 2024, and shall terminate April 1, 2027, unless extended in writing. Employee shall be considered an at-will employee of the City. This employment agreement shall become effective upon approval by the Governing Body and employment shall commence on the date stated above.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the Governing Body's right granted in the Charter to terminate this Agreement, with or without cause, at any time, subject only to the provisions set forth in Section 3 of this Agreement, the laws of the State of New Mexico, City Charter or Ordinances of the City of Las Cruces, as they may be applicable.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign and terminate this Agreement at any time, subject only to the provisions set forth in Section 3 of this Agreement.
- D. Employee agrees to remain in the exclusive employ of Employer for an indefinite period and shall neither accept other employment nor become employed by any other employer without the prior written approval of the Governing Body of the City or until written notice of resignation is given by Employee.
- E. Employee agrees to become a City resident within six (6) months of the date of hire as the City Manager.

The term "employed" (and derivations of that term as used in the preceding paragraph) shall include employment by another legal entity or self-employment, but shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employee's own time and with the advance approval of the Governing Body.

SECTION 3. TERMINATION OF EMPLOYMENT AND SEVERANCE PAY

- A. Except as provided in paragraph B of this section, in the event Employee is terminated by Employer during such time that Employee is willing and able to perform Employee's duties under this Agreement, Employer agrees to pay Employee a severance package as described in paragraph C of this section.
- B. The following reasons shall constitute grounds to terminate this Agreement without payment of the severance package provided in paragraph C of this Agreement:
1. a willful breach of this Agreement or the willful and repeated neglect by Employee to perform the duties Employee is required to perform under this Agreement; or
 2. conviction of any criminal act relating to employment with the City; or
 3. violation of the rules and conduct or ethics of any licensing or certification entity or body of which Employee holds a current license or certification; or
 4. violation of the City's personnel rules which constitute misconduct; or
 5. violation of the City's or State of New Mexico rules of ethics or conduct; or
 6. conviction of any felony offense, or
 7. employee fails to become a City resident within six (6) months from the date of hire as the City Manager.
- C. Except as provided in paragraph B of this section, in the event Employee is terminated by Employer during such time that Employee is willing and able to perform Employee's duties under this Agreement, Employer agrees to pay Employee a lump sum cash severance payment equal to twelve (12) months aggregate salary and benefits, including cost of health and dental premiums if applicable, and if such termination occurs on or before April 1, 2026. If termination of this Agreement occurs after April 1, 2026, Employee shall be provided a cash severance payment equal to the prorated amount remaining on the Agreement term. Employee shall also be compensated for all earned annual leave, holidays and other applicable accrued benefits, if any, to the date of separation. Sick leave accrued to that date shall be paid out in accordance with the Employer's Personnel Policies and Work Rules, as they may be amended from time to time. The benefits provided as a part of termination shall not include the provision of an automobile or automobile allowance, nor shall it include the continued accrual of leave benefits beyond the date of termination. The severance payment and benefits shall be an entitlement accrued under the conditions referenced herein and shall be paid without regard to whether the Employee has secured other employment.
- All amounts set forth in the above paragraph will be subject to applicable withholdings including federal, state and local taxes.
- D. In the event Employee voluntarily resigns Employee's position with Employer, Employee shall provide at least sixty (60) calendar days advance written notice, unless the parties otherwise agree, and such agreement is in writing.
- E. It is understood that after notice of termination or resignation in any form, Employee and Employer will cooperate to provide for an orderly transition. Specific responsibilities during such transition may be specified in a written separation agreement.

SECTION 4. SALARY

- A. Effective April 1, 2024, Employer agrees to pay Employee for services rendered a starting annual base salary of \$216,000.00 per year, payable in biweekly installments at the same time and manner as other management employees of the Employer are paid. The Employer's budget will contain all salary and benefit amounts. In addition, Employer agrees to adjust, in Employer's sole discretion and subject to Subsection 3(D) above, said base salary and/or benefits of Employee in such amounts and to such extent as the Governing Body may determine that it is desirable to do so on the basis of an annual salary review of said Employee made at the same time as similar consideration is given other employees generally.

SECTION 5. PERFORMANCE EVALUATION

- A. Employer shall, at a minimum, annually review the performance of Employee. The evaluation shall take place within the month of July.
- B. Annually, Employer and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the Employer, and the attainment of Employer's policy objectives, and shall further establish a relative priority among those various goals and objectives. Said goals and objectives shall be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations.
- C. A Performance Evaluation by the Governing Body will determine an overall rating of Employee's performance. The rating may be a factor in determining annual merit pay increases. Merit pay increases are not guaranteed. The process at a minimum shall include the opportunity for both parties to:
1. Prepare a written evaluation;
 2. Meet and discuss the evaluation in closed session; and
 3. Present a written summary of the evaluation.
- D. Failure to conduct an annual evaluation in the month of July shall imply the Employee's performance evaluation is satisfactory, unless otherwise later determined by the Governing Body of the City pursuant to a subsequent evaluation conducted in accordance with this Agreement.

In effecting the provisions of this section, the Employer and Employee mutually agree to abide by the provisions of applicable law.

SECTION 6. HOURS OF WORK

Recognizing that Employee must devote a significant amount of time outside of normal office hours to the business of Employer, it is agreed that Employee shall be allowed to adjust his work week as he deems appropriate during said office hours, but in no event shall Employee work less than an average of forty (40) hours per week including time taken through vacation or other approved leave.

SECTION 7. TRANSPORTATION

- A. Employee's duties require use of an automobile during his employment with Employer.
- B. Employee shall be required to purchase and maintain automobile insurance coverage of the types and amounts equal to or greater than those required by the Employer in order to operate a personal vehicle on City business.

- C. Employee shall be paid \$500.00 per month for a vehicle allowance.

SECTION 8. VACATION, ANNUAL AND SICK LEAVE

- A. Employee shall accrue, and have credited to their personal account, annual and sick leave on an annual basis at the highest rate provided to any other employee. Employee shall be entitled to accrue 160 hours of annual leave per year, and 96 hours of sick leave per year. Employee is also entitled to take sixteen (16) hours of personal leave each year.
- B. Employee shall, at least once during each year of this Agreement, take a two-week consecutive vacation. This two-week vacation will be "Paid Executive Leave", separate from annual leave, and will not require use of any accrued annual leave.

SECTION 9. DISABILITY, HEALTH AND LIFE INSURANCE

Employee is entitled to participate in employee benefits that regular City employees participate in and the Employer shall be responsible for paying any matching contributions that are paid on behalf of any other employee. The Employee benefits include, but are not limited to the following:

- A. Employee shall be entitled to participate in the City health, dental, vision, and life and disability insurance plans and Section 457 deferred compensation plan(s).
- B. In-state and out-of-state travel and per diem shall be paid on the same basis as regular City employees.
- C. Employee shall be covered under the City's Workers Compensation Plan.

SECTION 10. RETIREMENT

Employer agrees to contribute to the Public Employee's Retirement Association of New Mexico (PERA) in an amount equal to the contribution the City makes for all other unrepresented City employees. Such contribution will coincide with the pay schedule.

SECTION 11. PROFESSIONAL DEVELOPMENT

- A. Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for their continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for their continued professional participation, growth, and advancement to better serve the interests of the City.
- B. Employer hereby agrees to budget for, and to pay, the actual travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions necessary and adequate to continue the professional development of Employee, and to adequately pursue necessary official and other functions for the City.
- C. Employer also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for their professional development to better serve the interests of the City.
- D. Employer hereby agrees to provide Employee with tuition reimbursement benefits to the same extent provided to other City employees.

SECTION 12. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. All provisions of the City Charter, City Ordinance, regulations, or rules of Employer as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, except as may be specifically accepted herein.

SECTION 13. NOTICES

Notices pursuant to this Agreement shall be given either by hand delivery or by deposit in the custody of the United States Postal Service, postage prepaid, certified, return receipt requested, addressed as follows:

(1) EMPLOYER: City of Las Cruces
City Hall
700 N. Main
Las Cruces, New Mexico 88004

(2) EMPLOYEE: Ikani Taumoepeau

Address

City, State, Zip Code

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 14. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties.
- B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected and shall remain in full force and effect.
- C. In performing the provisions of this Agreement, Employer and Employee mutually agree to abide by the provisions of applicable law.

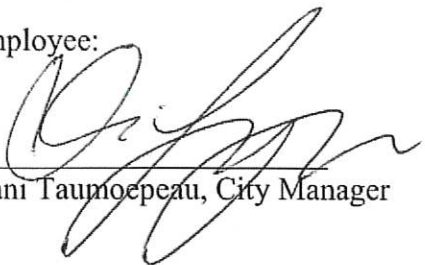
SECTION 15. APPROPRIATIONS

No commitment of public funds will be made beyond what is approved in this Agreement. The terms of this Agreement are contingent upon sufficient appropriations being made by the Governing Body for the performance of this Agreement. If sufficient appropriations are not made, this Agreement shall terminate subject to the conditions subsequent concerning severance payment being provided by Employer to Employee as provided in Section 3. Termination pursuant to the terms of this Agreement shall not result in any claim for payment or damages by Employee or Employer. Employer's decision as to whether sufficient appropriations are available shall be accepted by Employee and shall be final.

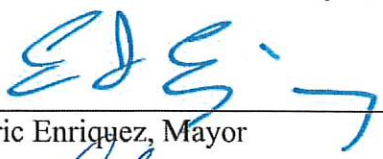
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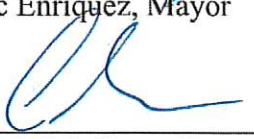
IN WITNESS WHEREOF, The City of Las Cruces has caused this Agreement to be signed and executed on its behalf by its Governing Body, and duly attested by its City Clerk, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Employee:

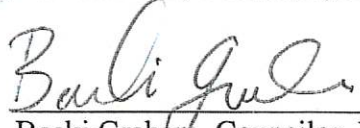

Ikani Taumoepeau, City Manager

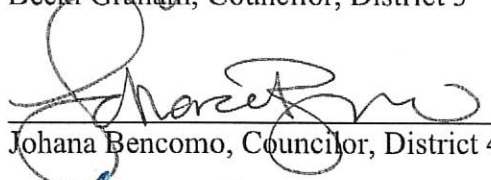
CITY OF LAS CRUCES, by and through its Governing Body:

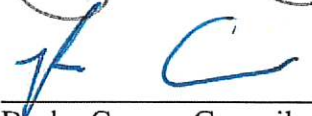

Eric Enriquez, Mayor


Cassie McClure, Councilor, District 1


Bill Mattiace, Councilor, District 2

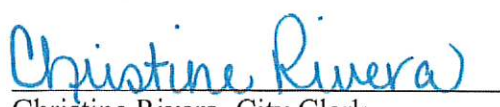

Becki Graham, Councilor, District 3


Johana Bencomo, Councilor, District 4

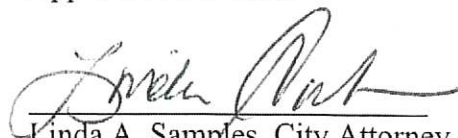

Becky Corran, Councilor, District 5


Yvonne Flores, Councilor, District 6

Attested to by:


Christine Rivera, City Clerk

Approved as to form:


Linda A. Samples, City Attorney



25-079

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1	☐ 2	☐ 3	☒ 4	☐ 5	☐ 6	☐ N/A
1st Reading:				Adopted:	January 6, 2025		
Drafter:	Adam Ochoa			Department:	Community Development		
Program:	Community Planning			Line of Business:	Community Planning		
Title:	A RESOLUTION APPROVING THE REQUEST FOR A TRANSFER OF LOCATION OF DISPENSER LIQUOR LICENSE NO. DIS-001021 WITH ON-PREMISES CONSUMPTION TO BIG TOASTED MON 4, LLC., D/B/A CRUCES TOTAL GOLF LOCATED AT 170 W. PICACHO AVENUE, LAS CRUCES, NM. 88005.						

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

PURPOSE(S) OF ACTION:
Approval of a Transfer of Location of Dispenser Liquor License No. DIS-001021 with On-Premises Consumption.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
Pursuant to New Mexico Statutes, an application for approval of a Transfer of Location of Dispenser Liquor License No. DIS-001021 with On-Premises Consumption must be accompanied by a resolution of the City Council approving and consenting to the license after a public hearing.

Big Toasted Mon 4, LLC., d/b/a Cruces Total Golf, applied to the Alcoholic Beverage Control ("ABC") Division of the Regulation and Licensing Department of the State of New Mexico ABC. The location for the license is at 170 W. Picacho Avenue, Las Cruces, NM 88005. ABC granted preliminary approval on November 20, 2024.

The City Council is required to hold a public hearing within 45 days after the date of receipt of the preliminary approval letter from ABC. A public hearing to review this issue is scheduled during the regular City Council meeting on Monday, January 6, 2025, beginning at 1:00 p.m., in the City Council Chambers, 700 North Main Street, City Hall. Notice of this public hearing was published in the Las Cruces Sun-News on December 6, 2024, and December 22, 2024.

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 application.](#)

Agenda Item #7.2.

[Attachment A - Notice of Intent to Approve published.](#)

[Attachment B - Traffic Impact Report from Traffic Engineering Section](#)

[Attachment C - Fire and Safety Compliance Report from the Las Cruces Fire Department.](#)

[Attachment D - Liquor License Impact Report from Community Development.](#)

[Attachment E - Criminal Activity Report from the Las Cruces Police Department](#)

[Attachment F - Business Registration Report from Community Development.](#)

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve of and consent to the approval of a Transfer of Location of Dispenser Liquor License No. DIS-001021 with On-Premises Consumption and the Alcohol Beverage Control Division will continue with the application process.
2. Vote "No"; this will not approve and must be based on substantial evidence that the liquor license would adversely affect the health, safety or welfare of the citizens of the City of Las Cruces.
3. Vote to "Amend"; this is not permitted by the Liquor Control Act, NMSA 1978, Section 60-6B-4.
4. Vote to "Table"; this is not permitted by the Liquor Control Act, NMSA 1978, Section 60-6B-4.

RESOLUTION 25-079

A RESOLUTION APPROVING THE REQUEST FOR A TRANSFER OF LOCATION OF DISPENSER LIQUOR LICENSE NO. DIS-001021 WITH ON-PREMISES CONSUMPTION TO BIG TOASTED MON 4, LLC., D/B/A CRUCES TOTAL GOLF LOCATED AT 170 W. PICACHO AVENUE, LAS CRUCES, NM. 88005.

The City Council is informed that:

WHEREAS, Big Toasted Mon 4, LLC., d/b/a Cruces Total Golf, located at 170 W. Picacho Avenue, 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 Transfer of Location of Dispenser Liquor License No. DIS-001021 with On-Premises Consumption; and

WHEREAS, ABC granted preliminary approval for a Transfer of Location of Dispenser Liquor License No. DIS-001021 with On-Premises Consumption by letter dated November 20, 2024; and

WHEREAS, pursuant to law, the application for a Transfer of Location of Dispenser Liquor License No. DIS-001021 with On-Premises Consumption must be accompanied by a resolution of the Las Cruces City Council approving of and consenting to license after a public hearing upon reasonable notice of such hearing; and

WHEREAS, the City Council did on this date hold a public hearing after reasonable notice setting forth the required information concerning the public hearing. The City Council has considered the liquor license, and it has been determined that the approval is not detrimental to the public health, safety, or welfare of the City of Las Cruces.

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

(I)

THAT a Transfer of Location of Dispenser Liquor License No. DIS-001021 with On-Premises Consumption to Big Toasted Mon 4, LLC., d/b/a Cruces Total Golf, located at 170 W. Picacho Avenue, 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



STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip Sanchez, Director

November 20, 2024

Certified Mail No.: 7021 2720 0001 2205 2409

City of Las Cruces

Christine Rivera, CMC
PO Box 20000
Las Cruces, NM 88004

Lic. No. /Appl. No.: **License No. DIS-001021**
Name of Applicant: Big Toasted Mon 4, LLC
Doing Business As: Cruces Total Golf
Proposed Location: 170 West Picacho Avenue, Las Cruces, New Mexico 88005ew Mexico 87004

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.

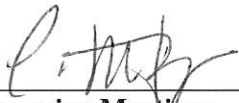
The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING A TRANSFER OF LOCATION OF DISPENSER LIQUOR LICENSE NO. DIS-001021 WITH ON-PREMISES CONSUMPTION.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,



Charmaine Martinez

Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 795-4942 Fax: (505) 476-4595
Email: Charmaine.Martinez2@rld.nm.gov

Enclosures:

1. Business Information page of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Premises Information (2 pages) of the Application
3. Copy of the Zoning Statement
4. Copy of the Floor Plan





Alcoholic Beverage Control Division
Alcohol Location Transfer Intake Application
Application Number: BLA-0000001950



Business Information

Business Information

Business Name: BIG TOASTED MON 4, LLC	Type of Business: Alcohol
Business Structure: Limited Liability Company	FEIN: XX-XXX8190
State Tax ID Number: XX-XXXXXX-6-36-3	
Business Email: isaac.montoya@chebahut.com	Business Phone: 4064617159

Contact Person Information

Contact Person Name: New Mexico Liquor Licenses, LLC	Contact Person Phone: 5059805614
ATTN: Kyla Stoker	
Contact Person Email: kyla@newmexicoliquorlicense.com	

Business Mailing Address

Mailing Street: 6131 Aldea Avenue, Nw	Mailing City: Albuquerque
Mailing State: NM	Mailing Zip Code: 87114
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
Alcohol Location Transfer Intake Application
Application Number: BLA-0000001950



Premises Information

License Information

License Number: DIS-001021	License Type: Dispenser
License Expiration Date: 6/30/25	Current License Owner: BIG TOASTED MON 4, LLC
Current DBA Name: CHEBA HUT TOASTED SUB	Current Lessee:
Dispenser Type: Inter-Local Dispenser	

Current Premises Address

Physical Street: 556 S. TELSHOR BLVD.	Physical City: Las Cruces
Physical State: NM	Physical Zip Code: 88011
Physical County: Dona Ana	Local Option District: Las Cruces

Proposed DBA Name

Do you want to change the license DBA Name? Yes
Requested DBA Name: Cruces Total Golf

Proposed Premises Physical Address

Physical Street: 170 W Picacho Ave	Physical City: Las Cruces
Physical Zip Code: 88005	Physical State: New Mexico
Physical County: Dona Ana	

Ownership

The land and building which is proposed to be the licensed premises is: Other
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.

Other (provide details): leased by lessee agent, Cruces Total Golf, LLC
Specify Owner(s) of the land and building: Chisholm's - village plaza llc
Specify Date and Terms of Lease/Operating Agreement: 3/13/24 3 years

Zoning

Is the proposed premises location zoned? Yes
You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.

Specify the zone for proposed premises location (example C-1): C-3

Distance from nearest School

Name of School: J Paul Taylor Academy	School Street: 402 W Court Ave
School City: Las Cruces	School State: New Mexico
School Zip Code: 88005	School Country: United States

School Distance (in feet): More than 1000

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.



Alcoholic Beverage Control Division
Alcohol Location Transfer Intake Application
Application Number: BLA-0000001950



Distance from nearest Church

Name of Church: Our Lady of Health Catholic Church
 Church City: Las Cruces
 Church Zip Code: 88001
 Church Distance (in feet): More than 1000

Church Street: 1178 N Mesquite St
 Church State: New Mexico
 Church Country: United States

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

Premises Information 2

Please specify the appropriate option for the premises that you have specified in the application?

- ☒ A license has never been issued to the location of the proposed premises.
- ☐ A license was once issued to the location of the proposed premises but is no longer being operated at the location.
- ☐ Alcohol operations are currently being performed at the proposed premises by the applicant business.
- ☐ Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	Yes

List of Active Business Licenses in Other States

No records to display.

List of Active Business Licenses in New Mexico

License Number: DIS-001021

License Type: Dispenser

Issuing State: New Mexico



Alcoholic Beverage Control Division
Alcohol Location Transfer Intake Application
Application Number: BLA-0000001950



Payment

Fee Name	Fee Amount
Transfer of Location	200.00
Total Fee Amount:	200.00

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.

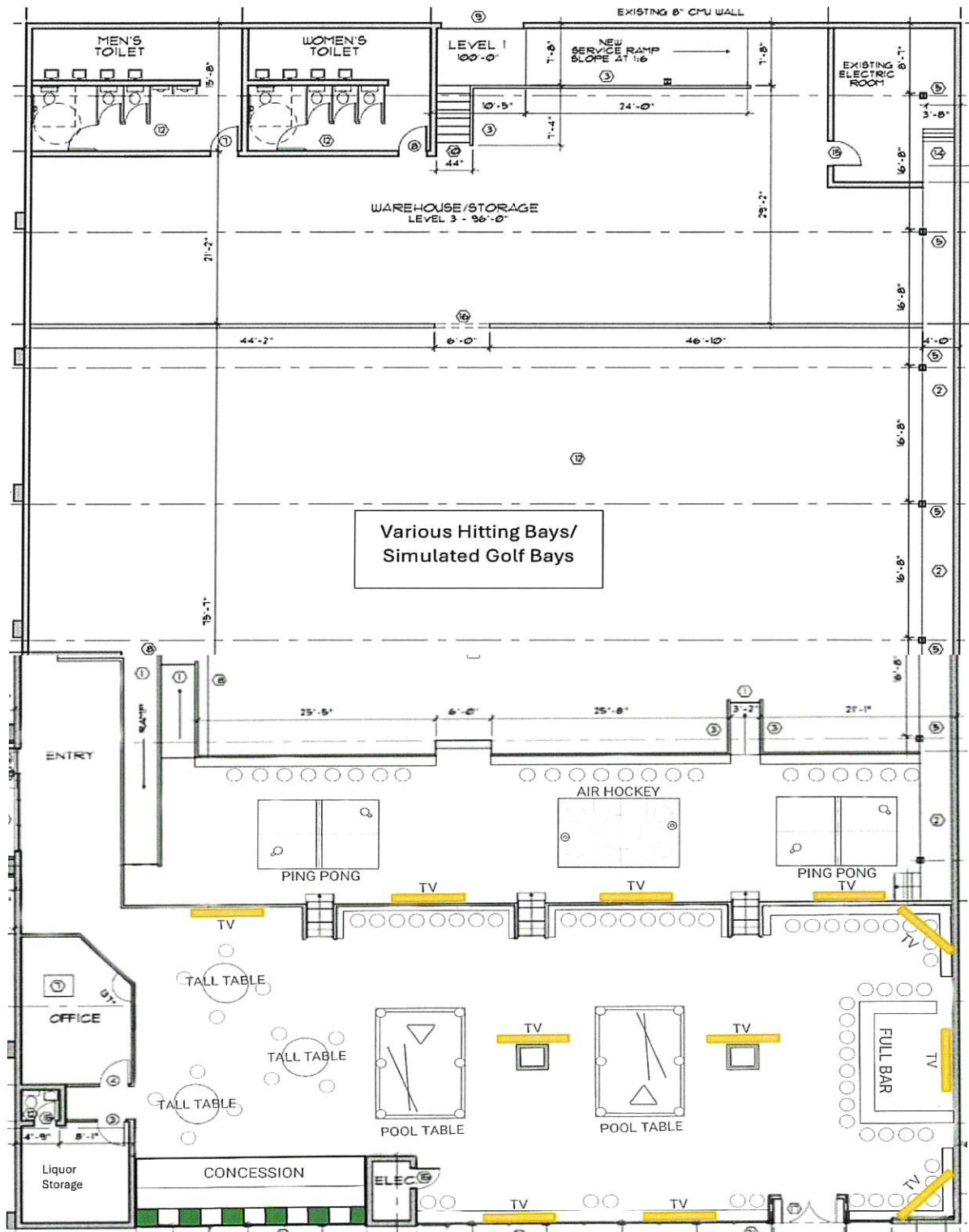
Attestation Signature: Big Toasted Mon 4, LLC

Date: 09/03/2024

Agenda Item #7.2.

Cruces Total Golf, LLC
dba Cruces Total Golf
170 W Picacho Ave, Las Cruces NM

Total Square
Footage=
15,110sf



← Picacho →





STATEMENT OF ZONING

The property located at 170 W. Picacho Avenue and having a Parcel Account Number of R0204360, in Las Cruces, New Mexico, is zoned as follows:

C – 3 Commercial High Intensity

Comments: The C-3 district facilitates and encourages development of those uses which provide retail, service, and wholesale activities within the city and a regional market, whose use generally serves a population of over 15,000. A restaurant with on-premises consumption liquor license is a permitted use at this location, provided all requirements as prescribed for liquor establishments by the State of New Mexico are met.

The above-described property located in the City of Las Cruces, New Mexico, has been reviewed and found to be zoned as indicated above in accordance with the Las Cruces Zoning Atlas. Accordingly, I do hereby approve and issue this Statement of Zoning.

July 26, 2024
Date



Jackie Baylon
Planning Tech II

Please be advised that the information presented on this document is taken from the City of Las Cruces Zoning Atlas. Nothing shall prevent the City of Las Cruces from amending this information if review of the Zoning Ordinance shows the Atlas to be in error.

AD FORM

Las Cruces Sun News (LCSN)	
Classified Legal Ad	
Date to Publish: December 6, 2024, and December 22, 2024	
Account # 1361141 P.O. # 25201199	
City Contact & Phone #: Adam Ochoa, Senior Urban Planner 575-528-3204 aochoa@lascruces.gov	
Proof of Publication Required. Please initial Ad Form and email back indicating receipt.	

COPY TO PUBLISH:

NOTICE OF INTENT TO APPROVE

Notice is hereby given that the Las Cruces City Council will hold a Public Hearing to discuss approval or disapproval of a Transfer of Location of Dispenser Liquor License No. DIS-001021 With On-Premise Consumption to Big Toasted Mon 4, LLC. d/b/a Cruces Total Golf located at 170 W. Picacho Avenue, Las Cruces, New Mexico, 88005.

The Public Hearing will be held as part of the regularly scheduled meeting of the City Council on Monday, January 6, 2025, beginning at 1:00 p.m., in the City Council Chambers, 700 North Main Street, City Hall. If passed, the Director of the Alcoholic Beverage Control Division of the State of New Mexico Regulation & Licensing Department may approve the issuance of the license.

Witness my hand and seal this the 25th day of November 2024.

Christine Rivera, MS, CMC
City Clerk

LAS CRUCES SUN NEWS - Please publish in the Legal Section on December 6, 2024, and December 22, 2024, and furnish Proof of Publication at your earliest convenience.



MEMORANDUM

To: Adam Ochoa, Senior Urban Planner

From: Gary Skelton, P.E., Engineer **Initials:** GS

Date: November 22, 2024

Subject: Traffic Investigation Report – Alcohol Location Transfer Intake Application
Location: 170 W. Picacho Avenue, Las Cruces, NM 88005
Applicant: Big Toasted Mon 4, LLC DBA Cruces Total Golf

As requested, Traffic Engineering has completed a traffic investigation for Big Toasted Mon 4, LLC DBA Cruces Total Golf application for a Transfer of Location of Dispenser Liquor License with On-Premises Consumption for the property located at 170 W. Picacho Avenue, Las Cruces, NM 88005. The following information is submitted for review:

- According to the Mesilla Valley MPO Interactive Traffic Flow Map, the most recent traffic volumes measured on W Picacho Avenue and N. Main Street near the subject location are 17,221 vehicles per day and 15,896 vehicles per day, respectively.
- The Mesilla Valley MPO classifies both W. Picacho and N. Main Street near the subject property as a principal arterial. W. Picacho Avenue and N. Main Street serve primarily commercial use properties near the subject property.
- The subject location has an on-site parking lot available along the south and west sides of the property. The property has 2 full access driveways on W. Picacho Avenue and 3 full access driveways on N. Main Street. No sight distance or operational problems are currently known at the driveways.
- Near the subject property, the speed limit on W. Picacho Avenue is 25 MPH while the speed limit on N. Main Street is 35 MPH. Speed limits on all other adjacent roads range from 25 to 35 mph near the subject property.

The approval of the Transfer of Location of Dispenser 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: [Mark Dubbin](#)
To: [Adam Ochoa](#)
Subject: RE: Transfer of location of dispenser liquor license No. DIS-001021, Big Toasted Mon 4, LLC.
Date: Monday, December 2, 2024 1:22:53 PM
Attachments: [image002.png](#)
[image003.png](#)

Approved, no issues.

Mark Dubbin, PE, FPE

Fire Protection Engineer\Las Cruces Fire Department\Fire Prevention

Direct: 575-528-4081 Main 575-528-3473 Fax 575-528-4082 mdubbin@lascruces.gov



From: Adam Ochoa <aochoa@lascruces.gov>
Sent: Wednesday, November 27, 2024 10:51 AM
To: Cody Haver <chaver@lascruces.gov>; Jason Smith <jasmith@lascruces.gov>; Jose Leos <jleos@lascruces.gov>; Bobbie Munoz <romunoz@lascruces.gov>; Mark Dubbin <mdubbin@lascruces.gov>; Michael Landavazo <mlandavazo@lascruces.gov>; Elena Sanchez <esanchez@lascruces.gov>; Sean Mullen <smullen@lascruces.gov>; Jeremy Story <jstory@lascruces.gov>; Miguel Carlos <mcarlos@lascruces.gov>; Eloy Jimenez <ejimenez@lascruces.gov>
Subject: FW: Transfer of location of dispenser liquor license No. DIS-001021, Big Toasted Mon 4, LLC.

Good Morning,

Reminder that reports are due today. Thank you.

Adam Ochoa, CZO

Senior Urban Planner/Community Development Department

Direct: 575-528-3204 Main: 575-528-3043, aochoa@lascruces.gov



From: Adam Ochoa
Sent: Thursday, November 21, 2024 1:39 PM
To: Soogyu Lee <sglee@lascruces.gov>; Daniel Balderrama <dbalderrama@lascruces.gov>; Gary Skelton <gskelton@lascruces.gov>; Cody Haver <chaver@lascruces.gov>; Jason Smith <jasmith@lascruces.gov>; Jose Leos <jleos@lascruces.gov>; Bobbie Munoz <romunoz@lascruces.gov>; Mark Dubbin <mdubbin@lascruces.gov>; Michael Landavazo <mlandavazo@lascruces.gov>; Elena Sanchez <esanchez@lascruces.gov>; Sean Mullen <smullen@lascruces.gov>; Jeremy Story <jstory@lascruces.gov>; Miguel Carlos <mcarlos@lascruces.gov>; Eloy Jimenez <ejimenez@lascruces.gov>
Cc: Chris Faivre <cfaivre@lascruces.gov>; Jackie Baylon <jbaylon@lascruces.gov>; John Castillo <jcastillo@lascruces.gov>
Subject: Transfer of location of dispenser liquor license No. DIS-001021, Big Toasted Mon 4, LLC.

Agenda Item #7.2.

Good Afternoon,

Big Toasted Mon 4, LLC., D.B.A. Cruces Total Golf, located at 170 W, Picacho Avenue, Las Cruces, New Mexico, 88005 has filed an application seeking a transfer of location of dispenser liquor license no. DIS-001021 with on-premises consumption. Please see attached application. Please provide reports to me no later than November 27, 2024. Thank you.

Adam Ochoa, CZO

Senior Urban Planner/Community Development Department

Direct: 575-528-3204 Main: 575-528-3043, aochoa@lascruces.gov





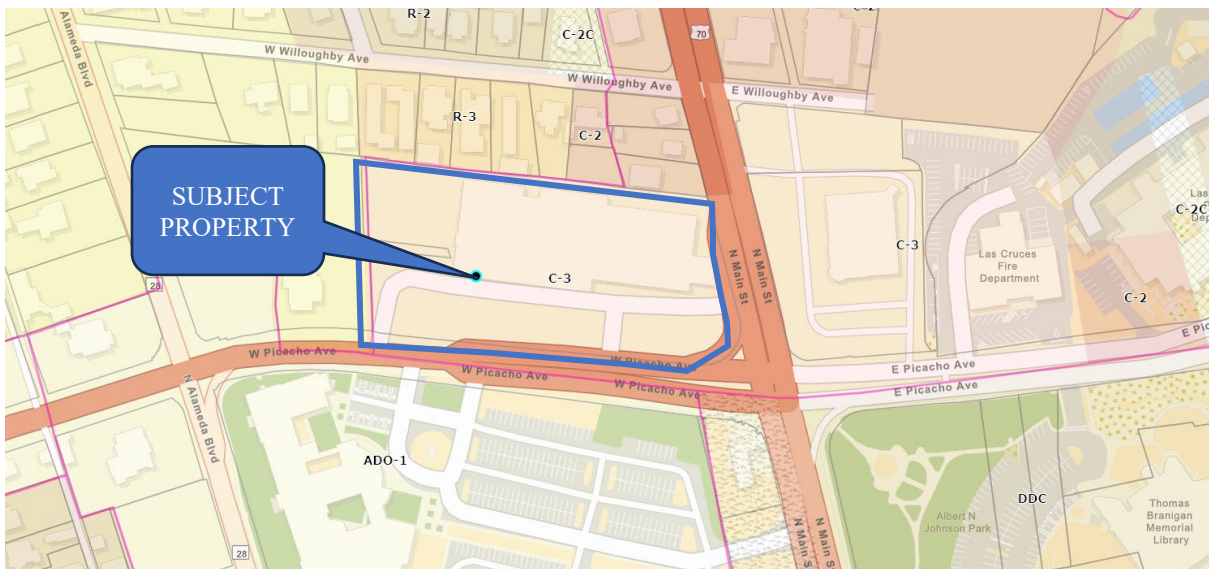
CITY OF LAS CRUCES

**City of Las Cruces Community Development Department
Liquor License Impact Report
Transfer of Location of Dispenser Liquor License No. DIS-001021
Cruces Total Golf
170 W. Picacho Avenue**

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: 170 W. Picacho Avenue
Applicant: Big Toasted Mon 4, LLC
Business Name: Cruces Total Golf
Zoning: C-3 (Commercial High Intensity)



DISTANCE REQUIREMENTS:

Greater than 300 feet to a school: YES
Greater than 300 feet to a church: YES
Greater than 300 feet to a military installation: YES

IMPACT ANALYSIS:

The applicant is requesting a transfer of location of dispenser liquor license no. DIS-001021 with on premises consumption for this establishment. The subject property is located on Picacho Avenue in the Downtown Urban Place Type, as designated by Elevate Las Cruces, which is an area designed to accommodate land uses such as the proposed establishment with a dispenser liquor license. The subject property is zoned C-3, which allows the establishment with a dispenser liquor license, provided all requirements as prescribed for liquor establishments by the State of New Mexico are met. In terms of a transportation, land use, and Comprehensive Plan perspective, this seems an appropriate location and request.

INCIDENT SEARCH

Print Date/Time: 12/5/2024 9:46:03 AM

Incident Number Review Date/Time	Call Date/Time Incident Type	Officers	Dispositions	Location
2024-00142277 CRUCES	12/02/2024 09:46:25 Codes - Zoning	C478 - WIELAND	NR - 1	170 W PICACHO AVE, LAS
2024-00131327 CRUCES	11/02/2024 07:48:55 Panic Alarm	L973 - TELLES	NR - 1	170 W PICACHO AVE, LAS
2024-00122194 CRUCES	10/11/2024 07:10:38 Agency Assist	L985 - DORADO, L996 - REYNA	NR - 1	170 W PICACHO AVE, LAS
2024-00112106 CRUCES	09/18/2024 08:13:06 Information Report	L857 - KELLEY, L906 - RAMIREZ	NR - 1	170 W PICACHO AVE, LAS
2024-00090604 CRUCES	07/30/2024 23:39:07 Out With Subject	L855 - DOLLAR, L1106 - BALTAZAR, L958 - KINNEY	NR - 1	170 W PICACHO AVE, LAS
2024-00066248 CRUCES	06/05/2024 03:39:52 Frequent Patrol	L978 - ADLER	NR - 1	170 W PICACHO AVE, LAS
2024-00027953 CRUCES	03/11/2024 15:44:55 Vandalism/Graffiti	L9912 - FLORES	R - 1	170 W PICACHO AVE, LAS
2023-00149133 CRUCES	12/28/2023 08:52:48 Codes - Graffiti	C479 - YANCEY	NR - 1	170 W PICACHO AVE, LAS
2023-00135300 CRUCES	11/21/2023 12:08:34 Hold Up Alarm	L794 - CARRASCO, L1127 - AGUIRRE, L864 - WHITTEN	NR - 1	170 W PICACHO AVE, LAS
2023-00064895 CRUCES	06/02/2023 07:11:38 Premises Check	L996 - REYNA, L986 - GAMEZ, L816 - NANEZ, L1120 - MELENDEZ	R - 1	170 W PICACHO AVE, LAS
2023-00056178 CRUCES	05/13/2023 10:27:46 Vandalism/Graffiti	L987 - HERNANDEZ	R - 1	170 W PICACHO AVE, LAS
2023-00049482 CRUCES	04/28/2023 01:25:21 Frequent Patrol	L964 - ESTRADA, L958 - KINNEY	NR - 1	170 W PICACHO AVE, LAS
2023-00029208 CRUCES	03/11/2023 13:14:36 911 Hang Up	L993 - MONSIVAIS	NR - 1	170 W PICACHO AVE, LAS

Total Rows: 13

From: [Miguel Carlos](#)
To: [Adam Ochoa](#)
Subject: RE: Transfer of location of dispenser liquor license No. DIS-001021, Big Toasted Mon 4, LLC.
Date: Monday, December 2, 2024 11:02:41 AM
Attachments: [image002.png](#)
[image003.png](#)

In process of application submittal to be processed.

Miguel Carlos

Permit Technician/Community Development/Permits and Inspections

Direct: 575-528-3091 Main: 575-528-3059 mcarlos@lascruces.gov



From: Adam Ochoa <aoochoa@lascruces.gov>
Sent: Wednesday, November 27, 2024 10:51 AM
To: Cody Haver <chaver@lascruces.gov>; Jason Smith <jasmith@lascruces.gov>; Jose Leos <jleos@lascruces.gov>; Bobbie Munoz <romunoz@lascruces.gov>; Mark Dubbin <mdubbin@lascruces.gov>; Michael Landavazo <mlandavazo@lascruces.gov>; Elena Sanchez <esanchez@lascruces.gov>; Sean Mullen <smullen@lascruces.gov>; Jeremy Story <jstory@lascruces.gov>; Miguel Carlos <mcarlos@lascruces.gov>; Eloy Jimenez <ejimenez@lascruces.gov>
Subject: FW: Transfer of location of dispenser liquor license No. DIS-001021, Big Toasted Mon 4, LLC.

Good Morning,

Reminder that reports are due today. Thank you.

Adam Ochoa, CZO

Senior Urban Planner/Community Development Department

Direct: 575-528-3204 Main: 575-528-3043, aoochoa@lascruces.gov



From: Adam Ochoa
Sent: Thursday, November 21, 2024 1:39 PM
To: Soogyu Lee <soglee@lascruces.gov>; Daniel Balderrama <dbalderrama@lascruces.gov>; Gary Skelton <gskelton@lascruces.gov>; Cody Haver <chaver@lascruces.gov>; Jason Smith <jasmith@lascruces.gov>; Jose Leos <jleos@lascruces.gov>; Bobbie Munoz <romunoz@lascruces.gov>; Mark Dubbin <mdubbin@lascruces.gov>; Michael Landavazo <mlandavazo@lascruces.gov>; Elena Sanchez <esanchez@lascruces.gov>; Sean Mullen <smullen@lascruces.gov>; Jeremy Story <jstory@lascruces.gov>; Miguel Carlos <mcarlos@lascruces.gov>; Eloy Jimenez <ejimenez@lascruces.gov>
Cc: Chris Faivre <cfaivre@lascruces.gov>; Jackie Baylon <jbaylon@lascruces.gov>; John Castillo <jcastillo@lascruces.gov>
Subject: Transfer of location of dispenser liquor license No. DIS-001021, Big Toasted Mon 4, LLC.

Agenda Item #7.2.

Good Afternoon,

Big Toasted Mon 4, LLC., D.B.A. Cruces Total Golf, located at 170 W, Picacho Avenue, Las Cruces, New Mexico, 88005 has filed an application seeking a transfer of location of dispenser liquor license no. DIS-001021 with on-premises consumption. Please see attached application. Please provide reports to me no later than November 27, 2024. Thank you.

Adam Ochoa, CZO

Senior Urban Planner/Community Development Department

Direct: 575-528-3204 Main: 575-528-3043, aochoa@lascruces.gov





25-080

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A		
1st Reading:		Adopted:	January 6, 2025
Drafter:	Cynthia Campo	Department:	City Manager's Office
Program:	Capital Improvements Program	Line of Business:	Planning and Implementation
Title:	A RESOLUTION AMENDING THE FY2025-2030 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) 2025 through 2030.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Capital Improvements Program (CIP) is a six-year program that identifies the infrastructure and capital funding, and funding needs. One year of funded projects is followed by five unfunded years identifying future needs.

The proposed amendments are to adjust project budgets to actuals and match the CIP to previous Council approved budget adjustments. Amendments include corrections in project budgets and funding type identification. All project managing departments have reviewed these amendments and approved to ensure accuracy.

SUPPORT INFORMATION:

[Exhibit "A" - 1.6.25 CIP](#)

PLAN(S):

Elevate Las Cruces

DOES THIS AMEND THE BUDGET?:

- ☐ Yes
- ☒ No

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

- ☒ Yes
- ☐ No

Does this action align with Elevate Las Cruces?

Agenda Item #7.3.

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes": this will amend the City of Las Cruces FY2025 through FY2030 CIP.
2. Vote "No": this will not amend the City of Las Cruces FY2025 through FY2030 CIP.
3. Vote to "Amend": this could potentially amend the City of Las Cruces FY2025 through FY2030 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 25-080

A RESOLUTION AMENDING THE FY2025-2030 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 FY2025 through FY2030, 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 2025-2030

Exhibit "A"

Amended: 1/6/2025

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
ACTIVE TRANSPORTATION		7,118,893	370,000	809,000	635,000	635,000	635,000	
Active Transportation - Newly Funded		500,000	-	-	-	-	-	
Trails +	Parks and Recreation	500,000						Grants
Active Transportation - Carryover Projects		6,618,893	370,000	635,000	635,000	635,000	635,000	
Active Transportation Program		5,821,843	(130,000)	135,000	135,000	135,000	135,000	Bonds, Grants, Taxes
Active Transportation Projects	Public Works	2,321,304						Bonds, Grants
<i>Pending Design Approval</i>			(265,000)					
Madrid Ave Extension	Public Works	1,763,802						Bonds
Pedestrian Safety Improvements	Public Works	736,737	135,000	135,000	135,000	135,000	135,000	Taxes
South Main St	Public Works	1,000,000						Bonds
Dona Ana Move Trail	Parks and Recreation	631,446						Grants, Taxes
Trail Renovations	Parks and Recreation	100,000	500,000	500,000	500,000	500,000	500,000	Grants, Taxes
Tortugas Trail	Parks and Recreation	65,604						Grants
Active Transportation - Future Projects		-	-	174,000	-	-	-	
Green Cool Corridors for Bicycles	Sustainability		-	174,000				Grants, Taxes
Las Cruces Lateral RTP Trail	Parks and Recreation	-						Grants
<i>Pending New Agreement</i>			467,422					
AIRPORT		3,794,489	20,861,423	15,020,000	3,600,000	2,700,000	24,320,000	
Airport - Carryover Projects		3,674,489	2,000,000	-	-	-	-	
LRU Airport Infrastructure Improvements	Las Cruces Airport	596,556						Grants
LRU Runway Improvements	Las Cruces Airport	2,970,628						Grants, Taxes
LRU Runway 4/22 Rehabilitation	Las Cruces Airport	2,699,500	2,000,000					Grants, Taxes
LRU Runway 12/30 Blast Pads	Las Cruces Airport	271,128						Grants, Taxes
LRU Taxi Lane Improvements	Las Cruces Airport	107,305						Grants
Airport - Annual Projects		120,000	200,000	200,000	200,000	200,000	200,000	
LRU Pavement Maintenance Program	Las Cruces Airport	64,800	125,000	125,000	125,000	125,000	125,000	Taxes
LRU Pavement Striping/Marking Maintenance Program	Las Cruces Airport	55,200	75,000	75,000	75,000	75,000	75,000	Taxes
Airport - Future Projects		-	18,661,423	14,820,000	3,400,000	2,500,000	24,120,000	
LRU Airport Rotating Beacon	Las Cruces Airport		170,000					Grants, Taxes
LRU Airport Automated Weather Observation System (AWOS)	Las Cruces Airport		415,000					Grants
LRU Maintenance Facility Design and Construction	Las Cruces Airport		500,000					Grants
LRU Airline Ground Support Equipment Facility Design & Construction	Las Cruces Airport							Grants
LRU Airport Maintenance Equipment	Las Cruces Airport		850,000					Grants, Taxes
LRU Commercial Hangar Design and Construction	Las Cruces Airport		2,800,000					Grants, Taxes
LRU Runway Improvements	Las Cruces Airport	-	13,926,423	-	-	-	12,850,000	Grants
LRU Runway 8/26 Blast Pads	Las Cruces Airport		163,520					Grants, Taxes
LRU Runway 12/30 Extension	Las Cruces Airport		13,500,000					Grants
<i>2024 Legislative Appropriations (R)</i>			262,903					
Runway 8/26 Extension	Las Cruces Airport						12,850,000	Grants, Taxes
LRU ARFF (Airport Rescue & Fire Fighting) Index B Equip Upgrades	Las Cruces Airport							Grants, Taxes
LRU Passenger Terminal Parking Design and Construction	Las Cruces Airport			1,600,000				Grants, Taxes
LRU Fuel Farm Relocation and Expansion	Las Cruces Airport			1,600,000				Grants
LRU Infrastructure Extensions/Improvements	Las Cruces Airport			1,900,000				Grants
LRU Passenger Terminal Design and Construction	Las Cruces Airport	-		4,500,000				Grants, Taxes
LRU Taxi Lane Extensions/Improvements	Las Cruces Airport			5,220,000				Grants
LRU Multi-Modal Public Passenger Transit Facility	Las Cruces Airport				3,400,000			Grants
LRU Apron West Rehabilitation	Las Cruces Airport					2,500,000		Grants
LRU East Road Extensions/Improvements	Las Cruces Airport						70,000	Grants, Taxes
							11,200,000	Grants
ATTAINABLE/AFFORDABLE HOUSING		16,052,584	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	
Attainable/Affordable Housing - Newly Funded Projects		5,872,334	-	-	-	-	-	
GO Bond 2024 - Affordable Housing Development	Neighborhood Housing	5,872,334						Bonds

Agenda Item #7.3

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Attainable/Affordable Housing - Carryover Projects		10,180,250	-	-	-	-	-	
MV Community of Hope - Campus Extension (Amador Crossing)	Neighborhood Housing	10,180,250						Grants, Taxes, Telshor
Attainable/Affordable Housing - Future Projects		-	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	
MV Community of Hope - Master Plan Implementation	Neighborhood Housing		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants, Taxes
Paseos Verdes	Neighborhood Housing		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	Grants, Bonds, Taxes
CITY OPERATIONAL FACILITIES		346,000	8,039,500	505,500	505,500	505,500	505,500	
City Operational Facilities - Newly Funded		346,000	-	-	-	-	-	
Well Monitoring	Public Works	346,000						Telshor
City Operational Facilities - Annual Projects		-	255,500	255,500	255,500	255,500	255,500	
Safety, Health, Environmental & Emergency	Facilities Management	-	255,500	255,500	255,500	255,500	255,500	Taxes
Safety, Health, Environmental, & Emergency	Facilities Management	-	255,500	255,500	255,500	255,500	255,500	Taxes
City Operational Facilities - Future Projects		-	7,784,000	250,000	250,000	250,000	250,000	
General Facilities Improvements		-	7,500,000	-	-	-	-	Bonds, Taxes
City Hall Expansion	Facilities Management	-	7,500,000					Bonds, Taxes
HVAC Upgrade Program		-	200,000	200,000	200,000	200,000	200,000	Taxes
HVAC Upgrade Program	Facilities Management	-	200,000	200,000	200,000	200,000	200,000	Taxes
Refuse & Recycling Buffer Program		-	84,000	50,000	50,000	50,000	50,000	Taxes
Refuse & Recycling Buffer Program	Facilities Management	-	84,000	50,000	50,000	50,000	50,000	Taxes
EQUIPMENT & IT		-	137,000	92,000	92,000	-	-	
Equipment & IT - Future Projects		-	137,000	92,000	92,000	-	-	
Audio and Visual Equipment Upgrades for City Hall	Facilities Management		137,000	92,000	92,000			Taxes
NON-PROFIT		9,915,897	13,330,000	800,000	-	-	-	
Non-Profit - Carryover Projects		9,915,897	12,330,000	-	-	-	-	
Arts and Cultural District Improvements	Non-Profit	2,502,034						Grants
Children's Museum Facility	Quality of Life	690,746						Grants
La Casa, Inc. Safety and Security Improvements	Non-Profit	574,200	-					Grants
MV Community of Hope - Building 1, Solar Project	Non-Profit	400,000	600,000					Grants
MV Community of Hope - Expansion Remodel	Non-Profit	1,771,268	400,000					Grants
MV Community of Hope Flooring	Non-Profit	10,317						Grants
MV Community of HopeHealth Facility	Non-Profit	164,832	330,000	-	-	-	-	Grants
MVCoH Health Facility Improvements	Non-Profit	164,832	330,000					Grants
MV Community of Hope - Jardin de los Niños Re-Roof	Non-Profit	528,500	150,000					Grants
MVCoH Restroom Showers & Mechanical Room Rehabilitation	Non-Profit	269,000						Telshor
MV Community of Hope - The Kitchens	Non-Profit	3,005,000	10,850,000					Grants
Non-Profit - Future Projects		-	1,000,000	800,000	-	-	-	
MVCoH Patio to Office Remodel	Non-Profit		1,000,000					Grants
MV Community of Hope - Jardin de los Niños Security Improvements	Non-Profit			200,000				Grants
MVCoH Solar Parking Structure	Non-Profit			600,000				Grants
OTHER		5,296,990	8,455,000	1,755,000	1,755,000	1,755,000	1,755,000	
Other - Carryover Projects		5,296,990	1,280,000	280,000	280,000	280,000	280,000	
GO Bond - ARPA	Public Works	414,424						Bonds, Grants
Downtown Shade Structures	Economic Development	2,700,000						TIDD
Callecitas Shade	Economic Development	2,700,000						TIDD
Plaza Shade	Economic Development	-	1,000,000					Bonds, TIDD
Mesquite Historical District Renovations	Public Works	1,025,000						Grants
Senior Programs Kitchen Equipment/Senior Programs Vehicles	Quality of Life	362,409	280,000	280,000	280,000	280,000	280,000	Grants, Taxes
Other - Future Projects		-	7,175,000	1,475,000	1,475,000	1,475,000	1,475,000	
Quality of Life Bookmobile	Quality of Life		220,000					Grants
General Facilities Improvements		-	145,000	-	-	-	-	Grants, Taxes
Senior Programs Master Plan	Quality of Life	-	145,000					Grants, Taxes
LCIIP Gateway Signage & Pocket Park	Economic Development	-	335,000					Bonds, Grants, Taxes
LCIIP Infrastructure Improvements	Economic Development	-	5,000,000					Other
Safety, Health, Environmental & Emergency		-	1,475,000	1,475,000	1,475,000	1,475,000	1,475,000	Taxes
City Vacant /Abandoned Lots	Facilities Management		825,000	825,000	825,000	825,000	825,000	Taxes
Rehabilitation and Demolition of Vacant/Condemned Buildings	Facilities Management		650,000	650,000	650,000	650,000	650,000	Taxes

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
PARK IMPROVEMENTS		15,914,081	10,128,401	67,575,000	4,100,000	4,101,000	4,101,000	
Park Improvements - Newly Funded		5,184,599	5,490,401	4,225,000	4,075,000	4,075,000	4,075,000	
Benavidez Community Center Park Improvements	Parks and Recreation	734,599	1,265,401					Bonds, Grants, PIF, Taxes
Park Construction/Enhancements	Parks and Recreation	400,000						Telshor
Playground Renovations	Parks and Recreation	1,500,000	1,825,000	1,825,000	1,825,000	1,825,000	1,825,000	Grants, Telshor
Legacy Park Renovations	Parks and Recreation	2,550,000	2,400,000	2,400,000	2,250,000	2,250,000	2,250,000	ARPA, Bonds, Grants, PIF, Taxes, Telshor
Park Improvements - Carryover Projects		10,706,232	1,784,000	3,325,000	-	-	-	
A. Fielder Memorial Safe Haven Renovations	Parks and Recreation	51,298						Taxes
Apodaca Park Aquatic Playground and Multi-Use Path	Parks and Recreation	2,045,990						Grants, Taxes, PIF
Ballfield/Multi-Use Field Renovations & Upgrades	Parks and Recreation	623,818	144,000	3,200,000				ARPA, Bonds, Grants, Taxes
Chandler Tank Park	Parks and Recreation	1,079,203						Bonds, Taxes, PIF
Gallagher Park Improvements	Parks and Recreation	26,377						Other, Taxes
GO Bond 2018- Park & Sport Field Improvements & Additions	Public Works	30,874						Bonds, Taxes
GO Bond 2022- Parks Improvements	Public Works	1,889,620						Bonds
GO Bond 2018 - Walking, Jogging, Biking Trails Improvements & Additions	Public Works	4,413						Bonds, Taxes
Highland Park	Parks and Recreation	2,025,467						Bonds, Taxes, Other, PIF
Klein Park Improvements	Parks and Recreation	208,098						Grants, PIF
Parks and Recreational Facilities Structural Renovations (+Lift Up Leg. App)	Parks and Recreation	400,000	585,000	125,000				Grants, Taxes
Park Drinking Fountains	Parks and Recreation	633,541	55,000					Telshor
Pioneer Women's Park Improvements	Parks and Recreation	768,220						Grants
Skate Park Renovation & Improvements	Parks and Recreation	671,813						Grants, PIF
Veteran's Memorial Park Enhancements	Parks and Recreation	247,500	1,000,000					ARPA, Bonds, Grants, Taxes
Villa Mora Dam Park	Parks and Recreation	795,157						Bonds, Taxes, Grants, PIF
Park Improvements - Annual Projects		23,250	24,000	25,000	25,000	26,000	26,000	
Parks Shade Structures		23,250	24,000	25,000	25,000	26,000	26,000	Taxes
Park Structure Replacement	Parks and Recreation	23,250	24,000	25,000	25,000	26,000	26,000	Taxes
Park Improvements - Future Projects		-	2,830,000	60,000,000	-	-	-	
Albert Johnson Park Electrical Improvements	Parks and Recreation		70,000					Taxes, Grants
Light Poles at Hadley	Facilities Management		1,010,000					Bonds, Grants, Taxes
Soldados Field Lighting	Parks and Recreation		1,200,000					Grants, Bonds, PIF, Taxes
Soldados Field Restroom	Parks and Recreation		550,000					Grants, Bonds, PIF, Taxes
Multi-Use Recreation Center	Parks and Recreation			60,000,000				Bonds, Grants, Taxes
PARKS - NEW		9,787,027	17,400,000	8,855,000	1,500,000	2,700,000	1,500,000	
Parks - New - Carryover Projects		6,814,072	14,700,000	500,000	500,000	500,000	500,000	
GO Bond 2022- East Mesa Public Recreational Complex	Public Works	1,111,492						Bonds
East Mesa Public Recreational Complex	Public Works	5,329,746	14,200,000.00					Bonds, Grants, PIF
East Mesa Public Safety Area Park	Parks and Recreation	96,221						PIF
Metro Verde Neighborhood Parks	Parks and Recreation	276,614	500,000	500,000	500,000	500,000	500,000	PIF
Parks - New - Annual Projects		2,972,954	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	
Land Acquisition, Planning, and Design for Parks	Parks and Recreation	1,300,000	500,000	500,000	500,000	500,000	500,000	Taxes, PIF
Neighborhood Parks		611,273	500,000	500,000	500,000	500,000	500,000	
Neighborhood Parks	Parks and Recreation	611,273	500,000	500,000	500,000	500,000	500,000	Taxes, PIF
New Skate Park- Plan and Design	Parks and Recreation	530,841						Grants
Parks - New - Future Projects		-	1,700,000	7,355,000	-	1,200,000	-	
Bike Park/Trail	Parks and Recreation		1,700,000	1,400,000				ARPA, Bonds, Grants, PIF
Four Field Baseball/Softball Complex	Parks and Recreation			5,955,000				Grants, Taxes
Waterfalls Park	Parks and Recreation					1,200,000		Grants, Bonds, PIF, Taxes

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
PUBLIC FACILITIES		17,614,807	29,233,230	32,438,796	12,387,396	38,988,396	13,382,396	
Public Facilities - Carryover Projects		2,113,779	3,000,000	-	-	-	-	
Branigan Cultural Center Improvements	Quality of Life	1,275,233						Grants, Taxes, TIDD
New Animal Shelter Facility	Public Works	54,143						Bonds, Taxes, Grants
Public Art Program	Quality of Life	88,837						Grants, Taxes
Regional Rec & Aquatic Cntr - Ph II - Community Pool Construction	Parks and Recreation	86,440						Bonds
Various Park Restroom Replacement/Repairs & Upgrades	Parks and Recreation	609,127	3,000,000					Grants, PIF
Public Facilities - Annual Projects		15,501,027	7,922,234	18,639,700	2,054,700	6,039,700	6,039,700	
ADA Compliance	Facilities Management	-	101,200	101,200	101,200	101,200	101,200	Taxes
Convention Center FF&E	Facilities Management	75,000	75,000	75,000	75,000	75,000	75,000	Taxes
Downtown Parking Lots Renovation	Facilities Management	99,404	280,500	280,500	280,500	280,500	280,500	TIDD
Downtown Parking Lot Program	Facilities Management	99,404	280,500	280,500	280,500	280,500	280,500	TIDD
Roof Replacement Program	Facilities Management	2,255,000	438,000	-	-	-	-	Other
Meerscheidt Center Re-roof	Facilities Management	540,000						Bonds
Municipal Court Re-roof	Facilities Management	350,000						Bonds
Railroad Museum Re-roof	Facilities Management	150,000						Bonds, Grants, Taxes
Rio Grande Theater Re-roof	Facilities Management	400,000	118,000					TIDD
Museum of Art and Museum of Nature and Science Re-roof	Facilities Management	815,000						TIDD
Roof Inspections	Facilities Management	-	100,000					Taxes
Police Department Main Building - Re-roof	Facilities Management		110,000					Taxes
Police Department Academy - Re-roof	Facilities Management		110,000					Taxes
Parks Parking Lots		2,186,509	-	-	-	-	-	Grants, Taxes
BMX Track Parking Lot & ADA Improvements	Parks and Recreation	-	-	-	-	-	-	Grants, Taxes
Paz Ball Field Parking Lot Improvements	Parks and Recreation	-						Taxes
Tony Gomez Park Parking Lot Improvements	Parks and Recreation	-						Grants
Veterans' Park Parking Lot	Parks and Recreation	2,186,509						Bonds, Grants, Taxes
Safety, Health, Environmental & Emergency		387,773	1,015,500	330,500	345,500	330,500	330,500	Grants, Taxes
City Hall Security Upgrades	Facilities Management	24,559	270,500	255,500	270,500	255,500	255,500	Taxes
HR Remodel	Facilities Management	110,000						Taxes
Surveillance and Access Controls (Key Cards)	Facilities Management	153,214						Taxes
Downtown Security Cameras	Economic Development	100,000						TIDD
Parks Sidewalk Replacement	Facilities Management	-	75,000	75,000	75,000	75,000	75,000	Grants, Taxes
Fire Alarm & Security Upgrades	Facilities Management		670,000					Taxes
General Facilities Improvements Program		10,497,342	5,104,534	17,100,000	1,000,000	5,000,000	5,000,000	Bonds, Grants, Taxes, Telshor
General Facilities Improvements	Facilities Management	104,459						Telshor, Taxes
Amador Hotel Renovation	Quality of Life	4,063,187	1,000,000	1,000,000	1,000,000	5,000,000	5,000,000	Taxes, TIDD, Grants
Benavidez Center Renovations	Quality of Life	126,225	-					Grants, Taxes
Branigan Library - Expansion Phase II/Branch	Quality of Life	1,046,015	1,750,000	15,750,000				Grants, Taxes, TIDD, Other
Communication and Cashier Offices Construction	Facilities Management	466,353						Taxes
Frank O'Brien Papen Center Dining Room Floor	Quality of Life	35,000						Grants
Meerscheidt Center	Facilities Management	2,000,000						Bonds
Meerscheidt Recreation Center Improvements	Parks and Recreation	157,678						Taxes
Munson Senior Center Renovations	Quality of Life	2,243,611						Grants, Taxes
Museum of Nature and Science - Improvements	Quality of Life	254,813	75,000	175,000	-	-	-	Grants, TIDD
Atrium Redesign	Quality of Life	44,813						Grants
Technology Improvements	Quality of Life	210,000						TIDD
Nature Center Redesign	Quality of Life		75,000	175,000				Grants, Taxes
Sage Café Expansion	Quality of Life	-	2,204,534					Taxes
<i>2024 Legislative Appropriations (R)</i>			<i>840,119</i>					
Public Facilities - Future Projects		-	18,310,996	13,799,096	10,332,696	32,948,696	7,342,696	
Generator Buffer Program	Facilities Management	-	50,000	15,000	15,000	15,000	15,000	Taxes
Generator Buffer Program	Facilities Management		50,000	15,000	15,000	15,000	15,000	Taxes
Veterans Memorial Park Restroom Plumbing Repairs and Upgrades	Parks and Recreation		134,000					Grants, Taxes
PVAC Upgrade Program	Facilities Management		200,000	200,000	200,000	200,000	200,000	Taxes

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Generator Replacement Program	Facilities Management	-	40,500	463,000	40,500	40,500	40,500	Taxes
Generator Replacement Program	Facilities Management		40,500	40,500	40,500	40,500	40,500	Taxes
Sage Café Backup Generator	Quality of Life			422,500				Grants, Taxes
Parks and Recreational Facilities Structural Renovations	Parks and Recreation		685,000	125,000				Other
Eastside Senior Center Purchase and Renovation	Quality of Life		775,000	1,000,000				Grants
General Facilities Improvements		-	12,818,996	11,243,596	9,784,696	32,440,696	6,834,696	Grants, Bonds, Taxes
City Hall Furnishings	Facilities Management	-	80,000	80,000	80,000	80,000	80,000	Taxes
Museum of Art Improvements	Quality of Life		130,000	485,000	200,000			Grants, Taxes
Frank O'Brien Papen Community Center	Facilities Management		224,400	224,400				Taxes
WIA Rehabilitation	Facilities Management		236,470	151,470	156,470	151,470	156,470	Taxes
Railroad Museum Exterior Improvements	Quality of Life		249,900					Grants, Taxes
Hadley Ave Complex Recreation Rehabilitation	Parks and Recreation		315,000	3,185,000				Grants, Other
Munson Center Floor	Quality of Life		750,000					Grants, Taxes
Plugged in for Good Community Energy Center	Sustainability		1,215,000					Grants
Municipal Court Rehabilitation	Facilities Management		6,618,226	6,618,226	6,598,226	6,598,226	6,598,226	Bonds, Grants, Taxes
Museum of Art/MoNaS Remodel	Quality of Life		3,000,000			15,000,000		Grants, Bonds, Taxes
Branigan Library Renovation	Facilities Management			249,500	2,750,000	1,111,000		Grants, Bonds, Taxes
Munson Center Bathrooms	Quality of Life			250,000				Grants, Taxes
Museum Collections Storage Facility	Quality of Life					9,500,000		Bonds, Grants, Taxes
Facility Parking Lot Program	Facilities Management		907,500	752,500	252,500	252,500	252,500	Taxes
Facility Parking Lot Program	Facilities Management		907,500	752,500	252,500	252,500	252,500	Taxes
Solar Array	RoadRunner Transit		2,700,000					Grants
New Sand Volleyball Courts	Parks and Recreation				40,000			Grants, Taxes
Public Safety - Carryover Projects		17,036,145	9,000,500	-	-	-	-	
Fire Station Maintance and Improvements	Fire Department	382,689	950,000	-	-	-	-	Grants
Fire Dept. Administration Building Improvements	Fire Department	82,689						Grants
Fire Station 2 Bay Remodel	Fire Department	100,000						Grants
Fire Station 6 Repairs	Fire Department	100,000						Grants
Fire Station 5	Fire Department	100,000						Grants
Fire Department CIT and MIH Building	Fire Department	2,576,138	800,000					ARPA, Grants
<i>2024 Federal Legislative Appropriations</i>			3,000,000					
Fire Station 9	Fire Department	11,835,613	1,100,000					Bonds, Grants, Telshor
GO Bond 2022 - New Fire Station	Fire Department	9,514,371						Bonds
GO Bond 2018 - New Fire Station No. 3 Building	Fire Department	19,407						Bonds, Taxes
Police Department Building Renovation	Police Department	4,298	400,000					Grants, Taxes
Police Department Equipment	Police Department	468,000	500,500	-	-	-	-	Grants
Public Safety Regional Radio Communication System	Police Department	468,000	500,500					Grants, Taxes
Safety, Health, Environmental & Emergency		1,750,000	2,250,000	-	-	-	-	Grants, Telshor
Real Time Crime Center (RTCC)	Police Department	1,750,000	2,250,000					Grants, Telshor
Public Safety - Annual Projects		-	1,340,000	1,340,000	240,000	-	-	
Fire Department Vehicles and Equipment	Fire Department		1,100,000	1,100,000				Bonds
Fire Station equipment	Fire Department		240,000	240,000	240,000			Grants
Public Safety - Future Projects		-	3,745,500	-	14,685,000	57,000,000	-	
Police North Parking Lot Fencing	Police Department		20,000					Taxes
Solar Canopy protective screen	Police Department		20,000					Taxes
Police Parking Lot Resurfacing	Police Department		25,000					Taxes
Public Safety Vehicle SWAT Command Vehicle	Police Department		100,000					Grants
Public Safety Vehicles - Bearcat	Police Department		350,000					Grants
Public Safety Vehicle - Rook	Police Department		450,000					Grants
Police Department Mobile Operation Command Vehicle	Police Department		750,000					Grants
Police Department Equipment	Police Department	-	800,500	-	2,100,000	-	-	Grants, PSIF, Taxes
Technology Equipment	Police Department		100,000					Grants, Taxes
Police Department Equipment - Mobile Data Terminals	Police Department		500,500					Grants
Police/Fire Training Facility - Furniture, Fixtures, and Equipment	Police Department				2,100,000			Grants, PSIF, Taxes
Public Safety Smart Technology	Police Department		200,000					Grants
Police Emergency Vehicles	Police Department		1,230,000					Grants, PSIF, Taxes
Police/Fire Training Facility - Design/Construct	Police Department				6,900,000			Bonds, Grants, PSIF, Taxes
Southwest Station Build	Fire Department				5,685,000			Other
Downtown Public Safety Complex	Police Department					57,000,000		Bonds, Taxes

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
PUBLIC TRANSIT		9,561,846	5,421,800	3,340,000	70,000	70,000	70,000	
Public Transit - Newly Funded		333,192						
Transit Facilities FF&E	RoadRunner Transit	333,192	-	-	-	-	-	Grants
Public Transit - Carryover Projects		9,228,654						
Active Transportation		9,228,654	-	-	-	-	-	Grants, Taxes, Bonds
Municipal Service Center - Transit	RoadRunner Transit	9,228,654						Grants, Taxes, Bonds
Public Transit - Annual Projects		-	75,000	190,000	70,000	70,000	70,000	
Active Transportation		-	75,000	190,000	70,000	70,000	70,000	Grants
Transit Facilities Improvement Program	RoadRunner Transit	-	75,000	190,000	70,000	70,000	70,000	Grants, Taxes
Public Transit - Future Projects		-	5,346,800	3,150,000				
Resiliency		-	5,346,800	3,150,000	-	-	-	Grants
Battery Storage	RoadRunner Transit			3,150,000				Grants
MVITT Inductive Charging	RoadRunner Transit		5,346,800					Grants
RESILIENCY		6,468,337	1,000,000	500,000	500,000	500,000	500,000	
Resiliency - Carryover Projects		324,962						
Fleet Electric Vehicle Chargers	Facilities Management	110,809	-	-	-	-	-	Taxes
Resiliency		214,153	-	-	-	-	-	Bonds, Taxes
Solar Energy Photo Voltaic Projects	Sustainability	214,153						Bonds, Taxes
Resiliency - Annual Projects		6,143,375	600,000	500,000	500,000	500,000	500,000	
Resiliency Program		6,143,375	600,000	500,000	500,000	500,000	500,000	Other, Taxes, Bonds
Resiliency Projects	P&I	1,390,000						Bonds
Drainage Infrastructure Improvements	Public Works	3,143,375	500,000	500,000	500,000	500,000	500,000	Other, Taxes
Storm Water System Mapping	Public Works	-	100,000					Other, Taxes
Casa Linda Acres Reconstruction	Public Works	650,000						Bonds
East Mesa Roads and Drainage (Cortez Rd)	Public Works	960,000						Bonds
Resiliency - Future Projects		-	400,000	-	-	-	-	
DC Fast Chargers for Electric Vehicles	Sustainability		200,000					Grants, Taxes
Public Electric Vehicle Chargers	Sustainability		200,000					Grants, Taxes
STREETS - NEW		-	40,424,000	8,424,000	-	-	-	
Streets - New - Future Projects		-	40,424,000	8,424,000	-	-	-	
High Mesa Road	Economic Development		32,000,000					Grants, Bonds, Taxes
Transit Loop Road	Economic Development		8,424,000	8,424,000				Grants, Bonds, Taxes
STREETS IMPROVEMENTS		46,412,522	34,643,591	29,318,200	28,019,000	27,825,000	36,115,000	
Streets Improvements - Newly Funded		750,000						
Johnson St - Rouault Ave to Topley Dr	Public Works	810,111	901,889					Bonds, Taxes
S Alameda Blvd-W Amador Ave to W Las Cruces Ave	Public Works	750,000						TIDD
Streets Improvements - Carryover Projects		20,962,861	480,000	-	-	2,200,000	-	
Bellamah Drive - Lees Drive to Luna Street	Public Works	866,420						Bonds, Taxes
Casa Linda Acres Reconstruction	Public Works	4,248,562						ARPA, Taxes, Grants
Downtown Street Improvements		6,842,370	-	-	-	-	-	TIDD
Campo Street Design and Reconstruct	Public Works	6,842,370	-					TIDD
Madrid Ave Extension - Evelyn St to N Triviz Dr (+AT Funds)	Public Works	2,832,250						Bonds, Grants, Taxes
Midway Ave - Gas Line Rd to Mesa Dr.	Public Works	344,301						Bonds, Taxes
South Main St - Avenida de Mesilla to Boutz (+AT & CS Funds)	Public Works	2,686,182				2,200,000		Bonds, Grants, Taxes
Telshor Spruce Intersection Improvements	Public Works	1,041,159						Grants, Bonds, Taxes
University Ave. Complete Street Improvements-Design	Public Works	385,770	480,000					Grants
Unpaved Roads	Public Works	250,000						Taxes
Voluntary Assessment District Phase II	Public Works	1,400,122						Bonds
Streets Improvements - Annual Projects		24,699,661	16,661,167	17,715,000	17,715,000	13,215,000	13,215,000	
Complete Streets Program		7,660,000	2,479,500	4,500,000	4,500,000	-	-	Bonds
Complete Streets Projects		4,624,157						Bonds
East Mesa Roads and Drainage (Cortez Dr)	Public Works	1,699,406						Bonds
South Main St - Avenida de Mesilla to Boutz	Public Works	1,100,000						Bonds, Taxes
University Area Complete Streets- Design Study	Public Works	236,437	500,000	4,500,000	4,500,000			Grants, Bonds, Taxes
Idaho Ave.	Public Works							Grants, Bonds, Taxes
El Paseo Rd.	Public Works							Grants, Bonds, Taxes
Melendres Ave - Hadley to Picacho	Public Works							Bonds, Taxes
<i>Pending Design Approval</i>			1,979,500					
East Mesa Roads and Drainage (Cortez Dr)	Public Works	1,393,327	500,000	500,000	500,000	500,000	500,000	Grants, Bonds, Taxes
<i>2024 Legislative Appropriations (R)</i>			292,052					

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
Lift Up Las Cruces - Streets Improvements	Public Works	567,774	600,000	600,000	600,000	600,000	600,000	Bonds, Taxes, Grants
M.A.P. Match	Public Works	31,667	150,000	150,000	150,000	150,000	150,000	Taxes
Materials Testing	Public Works	240,000	240,000	240,000	240,000	240,000	240,000	Taxes
CO-OP Match	Public Works	15,450	80,000	80,000	80,000	80,000	80,000	Taxes
Land Acquisition - Public Works	Public Works	250,000	200,000	200,000	200,000	200,000	200,000	Taxes
Flood Control	Public Works	100,000	100,000	100,000	100,000	100,000	100,000	Taxes
Rights of Way	Public Works	150,000	100,000	100,000	100,000	100,000	100,000	Taxes
Median Landscaping	Parks and Recreation	1,127,844	1,120,000	1,120,000	1,120,000	1,120,000	1,120,000	Grants, Taxes
Median Improvements	Parks and Recreation	802,956						Taxes
Lohman Ave & Roadrunner Parkway Medians	Parks and Recreation	324,888	-	-	-	-	-	Grants
Neighborhood Traffic Calming Program	Public Works	60,000	60,000	60,000	60,000	60,000	60,000	Taxes
Neighborhood Traffic Calming Program	Public Works	60,000	60,000	60,000	60,000	60,000	60,000	Taxes
Pavement Condition Index Improvements	Public Works	8,334,131	6,300,000	6,300,000	6,300,000	6,300,000	6,300,000	Taxes
Pavement Condition Index Improvements	Public Works	8,334,131	6,300,000	6,300,000	6,300,000	6,300,000	6,300,000	Grants, Taxes
Pavement Marking Program	Public Works	169,000	169,000	169,000	169,000	169,000	169,000	Taxes
Pavement Marking Program	Public Works	169,000	169,000	169,000	169,000	169,000	169,000	Taxes
Roadway Maintenance Program	Public Works	1,705,119	1,846,000	1,846,000	1,846,000	1,846,000	1,846,000	Taxes
Chip Seal Program	Public Works	220,000	220,000	220,000	220,000	220,000	220,000	Taxes
Roadway Maintenance Program	Public Works	1,267,569	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	Taxes
Weed Control & Maintenance Program	Public Works	217,550	126,000	126,000	126,000	126,000	126,000	Taxes
Street Lighting & Traffic Signal Maintenance Program	Public Works	1,096,291	500,000	500,000	500,000	500,000	500,000	Grants, Taxes
Street Lighting and Traffic Signal Maintenance	Public Works	1,096,291	500,000	500,000	500,000	500,000	500,000	Taxes
Traffic Signal Program		1,049,058	1,416,667	450,000	450,000	450,000	450,000	Grants, Taxes
Lohman at Walnut and Walton Signal Improvement	Public Works	533,333	966,667					Grants, Taxes
Traffic Signal	Public Works	450,000	450,000	450,000	450,000	450,000	450,000	Taxes
Bataan Memorial at Rinconada	Public Works	65,725						Bonds, Taxes
Transportation System Modernization ITS	Public Works	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	Taxes
Streets Improvements - Future Projects		-	17,502,424	11,603,200	10,304,000	12,410,000	22,900,000	
McClure Rd & Carlyle Dr	Public Works		300,000	1,800,000	2,700,000	1,500,000		Taxes
Advancement Ave Expansion	Economic Development		516,384					Taxes
Armijo St - W Picacho Ave to Parker Rd	Public Works		684,000					Bonds, Taxes
Venture Blvd Expansion	Economic Development		900,000					Grants, Taxes
Ethel Ave/Houma St- N Miranda St to N Alameda Blvd	Public Works		718,250					Bonds, Taxes
<i>Active Transportation</i>			325,000					
Mountain Vista Parkway Expansion	Public Works		1,200,474					Grants, Taxes
Mountain Ave - Melendres St to Armijo St	Public Works		1,368,000					Bonds, Taxes
Evelyn St - Madrid Ave to Ash Ave	Public Works		1,710,000					Bonds, Grants, Taxes
Sacramento St - Poplar Ave to Oasis Ave	Public Works		1,500,000					Grants, Bonds, Taxes
Med Park Ave - Idaho to Perkins Ave	Public Works		1,824,000					Bonds, Taxes
Rocket Drive Expansion	Economic Development		5,956,316					Bonds, Grants, Taxes
Sixth St- Hayner Ave to W. Hadley Ave	Public Works			484,000				Bonds, Taxes
La Fonda Dr - Idaho Ave to E.O.P.	Public Works			726,000				Bonds, Taxes
Poplar Ave - Mesquite St to Santa Fe St	Public Works			871,200				Bonds, Taxes
Armijo St - W Organ Ave to W Mountain Ave	Public Works			1,331,000				Bonds, Taxes
Kilmer St - Spruce Ave to Ash Ave	Public Works			1,391,000				Bonds, Taxes
Scoggins Ave-Sixth St to Sweet St	Public Works				652,800			Bonds, Taxes
Mountain Ave - Water St to Alameda Blvd	Public Works				640,000			Bonds, Taxes
Rigsby Rd - Barker to Valley Dr	Public Works				768,000			Bonds, Taxes
Miranda Ave - Picacho Ave to Court Ave	Public Works				1,664,000			Bonds, Taxes
South Valley Dr Reconstruction - Avenida de Mesilla to Boutz	Public Works				3,379,200			Bonds, Taxes
Street Lighting & Traffic Signal Maintenance Program	Public Works	-	500,000	5,000,000	500,000	5,050,000	5,000,000	Bonds, Taxes
Street Lighting Management System	Public Works		500,000	5,000,000	500,000	5,000,000	5,000,000	Taxes
Targeted Road and Lighting Improvements - Design	Public Works					50,000		Bonds, Taxes
Sweet St- Hayner Ave to W. Hadley Ave	Public Works					568,000		Bonds, Taxes
Parkview Dr - Espina St to E.O.P	Public Works					972,000		Bonds, Taxes
Westgate St - Amador Ave to Cul de Sac	Public Works					1,350,000		Bonds, Taxes
Aspen Ave-Sequoia Ave to S Valley Dr	Public Works					2,970,000		Bonds, Taxes
Ham St from Aspen Ave to Sequoia Ave	Public Works						1,300,000	Bonds, Taxes
Pamarack St from Aspen Ave to Sequoia Ave	Public Works						1,600,000	Bonds, Taxes
Delano Dr- Missouri to Lohman	Public Works						15,000,000	Bonds, Taxes

Projects	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Funding Source(s)
UTILITIES		40,811,089	104,307,123	27,939,881	3,130,000	3,340,000	2,770,000	
Utilities - Newly Funded Projects		10,000,000	-	-	-	-	-	
2023 PHMSA	Utilities	10,000,000						Other
Utilities - Carryover Projects		30,811,089	49,961,814	27,939,881	3,130,000	3,340,000	2,770,000	
2020 Wastewater Bond Projects	Utilities	220,001						Bonds
2020A Water Utilities Projects	Utilities	2,165,201						Bonds
2020B Wastewater Bond Projects		730,434	5,181,394	11,232,265				Bonds
Gas Admin Building Improvements	Utilities	683,333	549,750	673,998	125,000	125,000	125,000	Other, Fees
Gas Development	Utilities	46,055	780,455	1,468,364	300,000	300,000	300,000	Other
Gas Miscellaneous	Utilities	274,284	361,748	175,000	175,000	175,000	175,000	Other, Fees
Gas Rehabilitation	Utilities	1,906,857	6,135,724	3,463,396	360,000			Other, Fees
Solid Waste Building Improvements	Utilities	628,333	1,990,478	2,173,998				Other
Wastewater Building Improvements	Utilities	44,133	424,750	548,998	50,000	50,000	50,000	Other
Wastewater Development	Utilities	656,000	100,000	100,000	100,000	100,000	100,000	WWIF
Wastewater Miscellaneous	Utilities	5,349	396,569	230,000	230,000	230,000	230,000	Other
Wastewater Rehab	Utilities	564,890	6,290,463	760,000	510,000	760,000	510,000	Other
Wastewater Septic Systems (WW Dev)	Utilities	1,670,042						Other, Grants
Wastewater Street Utility Rehabilitation	Utilities	1,810,017	4,017,628	400,000	200,000	400,000	200,000	Other
Water Building Improvements	Utilities	128,333	549,750	673,998	125,000	125,000	125,000	Other
Water Development	Utilities	151,724						WIF
Water Miscellaneous	Utilities	75,000	744,461	125,000	105,000	125,000	105,000	Other
Water Rehab	Utilities	2,199,309	22,438,644	5,914,864	850,000	950,000	850,000	Other
Water Rehab (NMFA)	Utilities	34,941						WIF
WW23 Projects	Utilities	16,816,853						Bonds, Other
Utilities - Future Projects		-	54,345,309	-	-	-	-	
Belt Filter Press Drainage Improvement	Utilities		93,000					Grants, Other
Primary Digester Sludge Pump Upgrade	Utilities		93,000					Grants, Other
Lift Station Stationary Generator Installation	Utilities		100,000					Grants, Other
Pressure Reducing Valve Rehabilitation	Utilities		100,000					Grants, Other
Water Valve Replacements	Utilities		120,000					Grants, Other
Elevated Airport Water Storage Tank Rehab	Utilities		3,000,000					Bonds
Transite Pipe Identification & Replacement	Utilities		5,000,000					Bonds
Wastewater Treatment Plant	Economic Development		45,839,309					Bonds, Grants, Taxes
ALL DEPARTMENTS								
Total Annual Projects		49,460,268	28,077,901	39,865,200	22,060,200	21,306,200	21,306,200	
Total Carryover Projects		133,684,314	94,906,314	32,679,881	4,545,000	6,955,000	4,185,000	
Total Future Projects		-	183,362,452	125,942,296	44,538,696	111,783,696	60,087,696	
Total Newly Funded Projects		22,652,933						
GRAND TOTAL		205,797,515.85	306,346,666	198,487,377	71,143,896	140,044,896	85,578,896	

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
Telshor - Telshor Fund

TIDD - Tax Increment Development
District
WIF - Water Impact Fees
WWIF - Wastewater Impact Fees

Notes

■ Indicates a Change

Pending funding noted in *italic*
(R) Leg. Appropriations Reauthorizations

Current funding sources noted in **bold**



**3089; Council
Bill 25-018**

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 16, 2024			Adopted:		January 6, 2025
Drafter:	Erika Jaquez			Department:		Financial Services
Program:	Treasury			Line of Business:		Revenue Management

Title:	AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF LAS CRUCES, NEW MEXICO TAXABLE MUNICIPAL GROSS RECEIPTS TAX (ONE-HALF PERCENT) REVENUE BONDS, SERIES 2025 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$21,000,000 FOR THE PURPOSE OF PAYING, DISCHARGING, AND SATISFYING THE CITY'S RISK MANAGEMENT MEASURES ENTERED INTO IN THE FULL AND FINAL RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT IN CONNECTION WITH ESTATE OF TERESA GOMEZ, ET AL. V. CITY OF LAS CRUCES, ET AL., CIV-23-00952 AND PAYING THE COSTS OF ISSUANCE OF THE BONDS; PROVIDING FOR THE METHOD OF SALE OF THE BONDS PURSUANT TO A NEGOTIATED PUBLIC SALE WITH AN UNDERWRITER; PROVIDING FOR THE MATURITY DATES AND AMOUNTS, INTEREST RATES, PRICES, REDEMPTION FEATURES AND OTHER FINAL TERMS OF THE BONDS TO BE ESTABLISHED IN A PRICING CERTIFICATE; DELEGATING AUTHORITY TO THE CITY MANAGER AND CITY FINANCIAL SERVICES DIRECTOR TO EXECUTE AND DELIVER A PRICING CERTIFICATE AND BOND PURCHASE AGREEMENT FOR THE SALE OF THE SERIES 2025 BONDS; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.
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TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:
Issue debt.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City Charter authorizes City Council to borrow money by ordinance and the City is authorized by State Statute Section 3-31-6 (C) NMSA 1978 to issue revenue bonds. The City intends to use the proceeds of up to \$21,000,000 Taxable Municipal Gross Receipts Tax (MGRT) Revenue Bonds, Series 2025 to pay, discharge, and satisfy the City's risk management measures entered into in the full and final release of all claims and indemnity agreement in connection with *Estate of Teresa Gomez, ET AL. V. City of Las Cruces, ET AL.*, CIV-23-00952 and paying the cost of issuance of the bonds. These bonds will be payable from the 2nd one-quarter percent increment of municipal gross receipts tax and the 3rd one-quarter percent increment of municipal gross receipts tax. The City anticipates receiving the bond proceeds on or before February 21st, 2025, with the bonds having a 20 year maturity.

Due to timing of submitting these documents for review, only a preliminary ordinance will be attached as an Attachment for the first reading. After the first reading, the final ordinance is prepared by Bond Counsel. Bond

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Counsel prepares the preliminary documents incorporating the final parameters for the sale of the bonds. A clean and redlined copy of the final bond ordinance will be provided in the agenda packet for the meeting at which the final adoption is scheduled. Upon sale of the bonds, the City Manager presents the details confirming the sale was within the authorized parameters to Council.

SUPPORT INFORMATION:

[EXHIBIT "A" Preliminary Official Statement - Taxable MGRT Bonds, Series 2025](#)

[EXHIBIT "B" Disclosure Memo - Taxable MGRT Bonds, Series 2025](#)

[ATTACHMENT "A" Redlined Draft to Final Ordinance](#)

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Ordinance authorizing the issuance of up to \$21,000,000 MGRT, Series 2025 bonds.
2. Vote "No"; this will not approve the Ordinance, thus not authorizing the issuance of up to \$21,000,000 MGRT, Series 2025 bonds.
3. Vote to "Amend"; this could delay the issuance of the bonds.
4. Vote to "Table"; this could delay the issuance of the bonds.

ORDINANCE 3089; COUNCIL BILL 25-018

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF LAS CRUCES, NEW MEXICO TAXABLE MUNICIPAL GROSS RECEIPTS TAX (ONE-HALF PERCENT) REVENUE BONDS, SERIES 2025 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$21,000,000 FOR THE PURPOSE OF PAYING, DISCHARGING, AND SATISFYING THE CITY'S RISK MANAGEMENT MEASURES ENTERED INTO IN THE FULL AND FINAL RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT IN CONNECTION WITH ESTATE OF TERESA GOMEZ, ET AL. V. CITY OF LAS CRUCES, ET AL., CIV-23-00952 AND PAYING THE COSTS OF ISSUANCE OF THE BONDS; PROVIDING FOR THE METHOD OF SALE OF THE BONDS PURSUANT TO A NEGOTIATED PUBLIC SALE WITH AN UNDERWRITER; PROVIDING FOR THE MATURITY DATES AND AMOUNTS, INTEREST RATES, PRICES, REDEMPTION FEATURES AND OTHER FINAL TERMS OF THE BONDS TO BE ESTABLISHED IN A PRICING CERTIFICATE; DELEGATING AUTHORITY TO THE CITY MANAGER AND CITY FINANCIAL SERVICES DIRECTOR TO EXECUTE AND DELIVER A PRICING CERTIFICATE AND BOND PURCHASE AGREEMENT FOR THE SALE OF THE SERIES 2025 BONDS; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of this Bond Ordinance unless the context requires otherwise.

The City Council is informed that:

WHEREAS, the City is a legally and regularly created, established, organized and existing municipal corporation under the general laws of the State of New Mexico and is operating as a home rule City pursuant to Article X, Section 6 of the Constitution of the State and the Charter of the City; and

WHEREAS, pursuant to Sections 7-19D-1 et seq. NMSA 197, the City previously enacted (i) Ordinance No. 385 adopted on July 6, 1981 with an effective date of January 1, 1982 (the "MGRT Ordinance No. 385") which imposes an increment of municipal gross receipts tax at a rate of 0.25% of the gross receipts reported or required to be reported by persons engaging in business within the City, with certain specified exemptions and deductions, and (ii) Ordinance No. 427 adopted on June 7, 1982 with an effective date of January 1, 1983 (the "MGRT Ordinance No. 427" and together with MGRT Ordinance No. 385, the "Tax Ordinances") which imposes an increment of municipal gross receipts tax at a rate of 0.25% of the gross receipts reported or required to be reported by persons engaging in business within the City, with certain specified exemptions and deductions; and

WHEREAS, the City previously entered into a Loan Agreement with the New Mexico Finance Authority dated July 27, 2018 (the "2018 NMFA Loan") in the original aggregate principal amount of \$1,419,664, now outstanding in the aggregate principal amount of \$219,538, payable from and secured by a first lien, but not an exclusive first lien, on the revenues derived from MGRT Ordinance No. 385 which constitute a portion of the Pledged Revenues; and

WHEREAS, the municipal gross receipts revenues derived pursuant to the Tax Ordinances are being pledged to the Bonds herein authorized; and

WHEREAS, the Pledged Revenues are collected by the Revenue Division of the New Mexico Taxation and Revenue Department (the "Department"), and are remitted to the City pursuant to Section 7-1-6.12 NMSA 1978, as amended, subject to any increase or decrease made pursuant to Section 7-1-6.15 NMSA 1978, less any deduction for administrative costs determined and made by the Department and any additional administrative fee withheld pursuant to Section 7-1-6.41 NMSA 1978; and

WHEREAS, Section 3-31-6(C) NMSA 1978, provides as follows:

C.Any law which authorizes the pledge of any or all of the pledged revenues to the payment of any revenue bonds issued pursuant to Sections 3-31-1 through 3-31-12 NMSA 1978, or which affects the pledged revenues, or any law supplemental thereto or otherwise appertaining thereto, shall not be repealed or amended or otherwise directly or indirectly modified in such a manner as to impair adversely any such outstanding revenue bonds, unless such outstanding revenue bonds have been discharged in full or provision has been fully made therefor; and

WHEREAS, other than the 2018 NMFA Loan, the Pledged Revenues have not been pledged to the payment of any bonds or other obligations which are presently outstanding; and

WHEREAS, the City Council has entered the Full and Final Release of All Claims and Indemnity Agreement in connection with *Estate of Teresa Gomez, et al. v. City of Las Cruces, et al.*, CIV-23-00952 which provides for two payments by the City in an aggregate amount that exceeds the revenue available to the City for such purpose in a single fiscal year; and

WHEREAS, the City has determined that there is an urgent public need for the Project to be funded with certain proceeds of the Bonds; and

WHEREAS, Sections 3-31-1 through 3-31-12 NMSA 1978, as amended, permit the City to issue revenue bonds for the Project and to pledge the Pledged Revenues to the payment of interest on and principal of revenue bonds; and

WHEREAS, the Council hereby determines that the Project is for a municipal purpose within the meaning of Section 3-31-1(D) NMSA 1978; and

WHEREAS, the City Council has determined and hereby determines that it is in the best interests of the City and its residents that the Bonds be issued with a first lien, but not an exclusive first lien, on the Pledged Revenues on a parity with the 2018 NMFA Loan; and

WHEREAS, the proposed form of this Bond Ordinance has been on deposit with the City Clerk and presented to the City Council; and

WHEREAS, the City Council expects to sell the Bonds in a negotiated public sale to the underwriter of the Bonds (the "Purchaser") pursuant to a Pricing Certificate supplementing this Bond Ordinance and a Bond Purchase Agreement to be executed by the City Manager or City Financial Services Director (each a "Delegate") as the Delegates, as authorized by Section 6-14-10.2 NMSA 1978, provided that the final terms of the Bonds set forth in the Pricing Certificate be within the parameters set forth in this Bond Ordinance; and

WHEREAS, the specific principal amounts, interest rates, maturity dates, prices and other final terms and other features of the Bonds, including, without limitation, provisions concerning a Bond Insurance Policy will be established in the Pricing Certificate; and

WHEREAS, the City Council has determined that it is in the best interests of the City to authorize the issuance of the Bonds pursuant to this Bond Ordinance.

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

(l)

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Section 1. Definitions. As used in this Bond Ordinance, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Act” means the general laws of the State, including Sections 3-31-1 to 3-31-12, 6-14-1 through 6-14-11, the Municipal Local Option Gross Receipts and Compensating Taxes Act, Sections 7-19D-1 et seq. NMSA 1978, as amended, the home rule powers of the City under the Charter and Article X, Section 6 of the Constitution of the State, the Tax Ordinances, and enactments of the City Council relating to the Pledged Revenues and the issuance of the Bonds, including this Bond Ordinance.

“Bond Insurance Policy” means the financial guaranty insurance policy, if any, issued by an insurance company or financial or other institution insuring the payment when due of the principal of and interest on the Bonds as provided therein.

“Bond Ordinance” means this City Ordinance No.3089 adopted on January 6, 2025, as supplemented by the Pricing Certificate.

“Bondholder,” “holder,” “owner” or “Owner” means the registered owner of any Bond as shown on the registration books of the City for the Bonds, from time to time, maintained by the Registrar. Any reference to a majority or a particular percentage or proportion of the Bondholders shall mean the Holders at the particular time of a majority or of the specified percentage or proportion in aggregate principal amount of all Bonds then outstanding.

“Bond Purchase Agreement” means the Bond Purchase Agreement by and between the City and the Purchaser related to the sale of the Bonds to the Purchaser.

“Bonds” or “Series 2025 Bonds” or “2025 Bonds” means the City of Las Cruces, New Mexico Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025 authorized by this Bond Ordinance, as supplemented by the Pricing Certificate.

“Business Day” means a day on which commercial banks in the city in which the principal office of the Paying Agent and Registrar is located are open for conduct of substantially all of their business operations.

“Charter” means the home rule charter of the City submitted to Las Cruces City Commission on January 7, 1985, and approved by the voters of the City on March 5, 1985, as amended and supplemented.

“City” means the City of Las Cruces, in the County of Doña Ana and State of New Mexico.

“City Council” means the City Council of the City or any future successor governing body of the City.

“Code” means the Internal Revenue Code of 1986, as amended, including, when appropriate, the statutory predecessor of the Code, and all applicable regulations whether proposed, temporary or final, including regulations issued and proposed pursuant to the statutory predecessor of the Code, and, in addition, all official rulings and judicial determinations applicable to the Bonds, and under the statutory predecessor of the Code and any successor provisions to those sections or regulations.

“Continuing Disclosure Undertaking” means the continuing disclosure agreement with respect to the Bonds to be executed on the day of issuance and delivery of the Bonds to the Purchaser.

“Depository” means The Depository Trust Company, New York, New York, or such other securities depository as may be designated by an officer of the City.

“Escrow Deposit Agreement” means any agreement for the deposit of the Acquisition Fund pending payment for the costs of the 2025 Project.

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“Event of Default” means any of the events stated in Section 25 of this Bond Ordinance.

“Expenses” means the reasonable and necessary fees, costs and expenses incurred by the City with respect to the issuance of the Bonds, including, to the extent applicable, the fees, compensation, costs and expenses paid or to be paid to the Paying Agent and Registrar, the Insurer and legal fees, financial advisor fees, expenses and applicable gross receipts taxes, costs of printing and distributing the Preliminary Official Statement and the Official Statement, rating fees and accounting fees and expenses.

“Fiscal Year” means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the City as its fiscal year.

“Fitch” means Fitch Ratings, Inc., its successors and their assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the City.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to the entire Bond Ordinance and not solely to the particular section or paragraph of this Bond Ordinance in which such word is used.

“Independent Accountant” means (A) an accountant employed by the State of New Mexico and under supervision of the State Auditor of the State of New Mexico, or (B) any certified public accountant, registered accountant, or firm of such accountants duly licensed to practice and practicing as such under the laws of the State of New Mexico, appointed and paid by the City who (i) is, in fact, independent and not under the domination of the City, (ii) does not have any substantial interest, direct or indirect, with the City, and (iii) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or similar audits of the books or records of the City.

“Insured Bank” means a bank or savings and loan association insured by an agency of the United States.

“Interest Payment Date” means each June 1 and December 1, commencing June 1, 2025 (or such other date specified in the Pricing Certificate).

“Moody's” means Moody's Investor Service, its successors and their assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the City.

“2018 NMFA Loan” means the Loan Agreement between the City and the New Mexico Finance Authority dated July 27, 2018 in the original aggregate principal amount of \$1,419,664, and constituting a first lien, but not an exclusive first lien, on the revenue derived from MGRT Ordinance No. 385.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

“Official Statement” means the final disclosure document relating to the issuance and sale of the Bonds.

“Outstanding” or “outstanding” when used in reference to bonds means, on any particular date, the aggregate of all Bonds delivered under this Bond Ordinance except:

A.those cancelled at or prior to such date or delivered or acquired by the City at or prior to such date for cancellation;

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B.those otherwise deemed to be paid in accordance with Section 28 or Section 31 of this Bond Ordinance;

C.those in lieu of or in exchange or substitution for which other Bonds shall have been delivered, unless proof satisfactory to the City and the Paying Agent is presented that any Bond for which a new Bond was issued or exchanged is held by a bona fide holder or in due course.

“Parity Bonds” or “Parity Obligations” means the 2018 NMFA Loan and bonds or other obligations hereafter issued or incurred, payable from and constituting a first lien upon the Pledged Revenues on parity with the Bonds and the 2018 NMFA Loan, as provided in Section 20 of this Bond Ordinance.

“Parity Subordinate Obligations” means bonds or other obligations, now outstanding or hereafter issued or incurred, payable from and constituting a lien upon the Pledged Revenues subordinate and junior to the lien thereon of the Parity Bonds and on parity with the Parity Subordinate Obligations, as provided in Section 20 of this Bond Ordinance.

“Paying Agent” means the City Treasurer, as agent for the City for the payment of the Bonds or any other entity at the time appointed Paying Agent by resolution of the City Council.

“Permitted Investments” means, but only to the extent permitted by applicable laws of the State or ordinances of the City, the following:

A.Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury, and CATS and TIGRS) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

B.Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

1.U.S. Export-Import Bank (Eximbank)

Direct obligations or fully guaranteed certificates of beneficial ownership.

2.Farmers Home Administration (FmHA)

Certificates of beneficial ownership

3.Federal Financing Bank

4.Federal Housing Administration Debentures (FHA)

5.General Services Administration

Participation certificates

6.Government National Mortgage Association (GNMA or “Ginnie Mae”)

GNMA - guaranteed mortgage-backed bonds

GNMA - guaranteed pass-through obligations

7.U.S. Maritime Administration

Guaranteed Title XI financing

8.U.S. Department of Housing and Urban Development (HUD)

Project Notes

Local Authority Bonds

New Communities Debentures - U.S. government guaranteed debentures

U.S. Public Housing Notes and Bonds - U.S. government guaranteed public housing notes and bonds

C.Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

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1.Federal Home Loan Bank System

Senior debt obligations

2.Federal Home Loan Mortgage Corporation (FHLMC or “Freddie Mac”)

Participation Certificates

Senior debt obligations

3.Federal National Mortgage Association (FNMA or “Fannie Mae”)

Mortgage-backed securities and senior debt obligations

4.Student Loan Marketing Association (SLMA or “Sallie Mae”)

Senior debt obligations

5.Resolution Funding Corp. (REFCORP) obligations

6.Farm Credit System

Consolidated system wide bonds and notes

D.Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of AAAm-G; AAA-m; or AA-m and if rated by Moody's rated Aaa, Aa1 or Aa2.

E.Certificates of deposit secured at all times by collateral described in (A) and/or (B) above. Such certificates must be issued by commercial banks, savings and loan associations or mutual savings banks. The collateral must be held by a third party and the bondholders must have a perfected first security interest in the collateral.

F.Certificates of deposit, savings accounts, deposits accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF.

G.Investment Agreements, including GIC's, Forward Purchase Agreements and Reserve Fund Put Agreements.

H.Commercial paper rated, at the time of purchase, “Prime - 1” by Moody's and “A-1” or better by S&P.

I.Bonds or notes issued by any state or municipality which are rated by Moody's and S&P in one of the two highest rating categories assigned by such agencies.

J.Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of “Prime - 1” or “A3” or better by Moody's and “A-1” or “A” or better by S&P.

K.Repurchase Agreements for 30 days or less must follow the following criteria.

Repurchase agreements provide for the transfer of securities from a dealer bank or securities firm (seller/borrower) to a municipal entity (buyer/lender), and the transfer of cash from a municipal entity to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the City in exchange for the securities at a specified date.

1.Repos must be between the City and a dealer bank or securities firm

a.Primary dealers on the Federal Reserve reporting dealer list which are rated A or better by S&P and Moody's, or

b.Banks rated “A” or above by S&P and Moody's.

2.The written repo contract must include the following:

a.Securities which are acceptable for transfer are:

(1)Direct U.S. governments, or

(2)Federal agencies backed by the full faith and credit of the U.S. government (and FNMA & FHLMC)

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b. The term of the repo may be up to 30 days

c. The collateral must be delivered to the City, trustee (if trustee is not supplying the collateral) or third party acting as agent for the trustee (if the trustee is supplying the collateral) before/simultaneous with payment (perfection by possession of certificated securities).

d. Valuation of Collateral

(1) The securities must be valued weekly, marked-to-market at current market price plus accrued interest.

(a) The value of collateral must be equal to 104% of the amount of cash transferred by the municipal entity to the dealer bank or security firm under the repo plus accrued interest. If the value of securities held as collateral slips below 104% of the value of the cash transferred by municipality, then additional cash and/or acceptable securities must be transferred. If, however, the securities used as collateral are FNMA or FHLMC, then the value of collateral must equal 105%.

3. Legal opinion which must be delivered to the City:

a. Repo meets guidelines under state law for legal investment of public funds.

L. The State Treasurer's short-term investment fund created pursuant to Section 6-10-10.1, NMSA 1978, and operated, maintained and invested by the State Treasurer.

"Pledged Revenue Fund" means the Gross Receipts Tax Revenue Fund established in Section 16 of this Bond Ordinance.

"Pledged Municipal Gross Receipts Tax Revenues" or "Pledged Revenues" means the revenues derived from two one-quarter percent increments of municipal gross receipts taxes imposed pursuant to the Tax Ordinances, (a) which taxes equal a combined 0.50% of the gross receipts reported or required to be reported by persons engaging in business in the City subject to the exemptions specified in Section 17-19D-5 NMSA 1978 and as required by Section 7-19D-4 NMSA 1978, (b) which amounts are dedicated to general fund purposes and (c) which amounts are collected pursuant to Section 7-19D-7 NMSA 1978, and remitted to the City monthly by the Revenue Division of the Taxation and Revenue Department of the State of New Mexico pursuant to Sections 7-1-6.1 and 7-1-6.12 NMSA 1978, as amended, subject to any increase or decrease made pursuant to Section 7-1-6.15 NMSA 1978, as amended, less any deduction for administrative costs withheld pursuant to Section 7-1-6.41 NMSA 1978; and provided that, the City intends that Section 3-31-6(C) NMSA 1978 applies expressly to the amount of revenues pledged pursuant to this Bond Ordinance (the term "Pledged Revenues" does not include any other local option gross receipts tax revenues, the state shared gross receipts tax revenues received by the City, or any hold harmless distributions received by the City pursuant to Section 7-1-6.46 NMSA 1978 as amended).

"Preliminary Official Statement" means the initial disclosure document relating to the issuance and sale of the Bonds.

"Pricing Certificate" means one or more certificates executed by the City Manager or City Financial Services Director, dated on or before the date of delivery of the Bonds, setting forth the following final terms of the Bonds: (i) the interest and principal payment dates; (ii) the principal amounts, denominations and maturity amortization; (iii) the sale prices; (iv) the interest rate or rates; (v) the interest payment periods; (vi) the redemption and tender provisions; (vii) the creation of any capitalized interest fund, including the size and funding of such fund(s); (viii) the amount of underwriting discount, if any; (ix) the procurement of any Bond Insurance Policy and (x) the final terms of agreements, if any, with agents or service providers required for the purchase, sale, issuance and delivery of the Bonds, all subject to the parameters and conditions contained in this Ordinance.

"Purchaser" means the best bidder for the Bonds.

"Rating Category" means a generic securities rating category, without regard, in the case of a long-term rating category, to any refinement or gradation of such long-term rating category by a numerical modifier or otherwise.

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“Registrar” means the City Treasurer, as agent for the City for transfer and exchange of the Bonds or any other entity at the time appointed by resolution of the City Council.

“Reserve Fund Insurance Policy” means any insurance policy, surety bond or letter of credit deposited in or credited to the Reserve Fund in lieu of or in partial substitution for cash or allowable investments on deposit in the Reserve Fund.

“S&P” means Standard & Poor's, a division of The McGraw-Hill Companies, Inc., its successors and their assigns, and, if such entity is dissolved or liquidated or no longer performs the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the City.

“State” means the State of New Mexico.

“Tax Ordinances” means, collectively, (i) City Ordinance No. 385 adopted by the City Council on July 6, 1981 with an effective date of January 1, 1982, and (ii) City Ordinance No. 427 adopted by the City Council on June 7, 1982 with an effective date of January 1, 1983, pursuant to Sections 7-19D-1 et. seq. NMSA 1978, as amended.

“2025 Acquisition Fund” means the City of Las Cruces, New Mexico Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025, Project Acquisition Fund” established by Section 16 of the Bond Ordinance and for payment of the 2025 Project costs.

“2025 Debt Service Fund” means the “City of Las Cruces, New Mexico Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025, Debt Service Fund” established in Section 16 of this Bond Ordinance.

“2025 Minimum Reserve” means an amount equal to the least of (i) ten percent of the principal amount of the outstanding Bonds, (ii) the maximum annual debt service on the outstanding Bonds, or (iii) 125% of the average annual debt service on the outstanding Bonds. The 2025 Minimum Reserve shall be recalculated every year on or about June 1.

“2025 Project” or “Project” means paying, discharging, and satisfying the City’s risk management measures entered into in the Full and Final Release of All Claims and Indemnity Agreement in connection with *Estate of Teresa Gomez, et al. v. City of Las Cruces, et al.*, CIV-23-00952 for the benefit of the City and its residents and paying Expenses related to the issuance of the Bonds.

“2025 Reserve Fund” means the “City of Las Cruces, New Mexico Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025, Reserve Fund” established by Section 16 of this Bond Ordinance.

Section 2.Ratification. All action heretofore taken (not inconsistent with the provisions of this Bond Ordinance) by the City Council and the officers of the City, directed toward the Project, the issuance of the Bonds for the Project and the sale of the Bonds to the Purchaser in accordance with the parameters in this Bond Ordinance be, and the same hereby is, ratified, approved and confirmed.

Section 3.Authorization of the 2025 Project. The 2025 Project and the method of financing the 2025 Project are hereby authorized and ordered at a total cost estimated not to exceed the amount of the Bond proceeds allocated to the 2025 Project as set forth in the Pricing Certificate and any investment earnings thereon, excluding any such cost defrayed or to be defrayed by any source other than Bond proceeds.

Section 4.Findings; Declaration. The City Council hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A.The 2025 Project is needed to meet the needs of the City and its inhabitants.

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B.Moneys available for the 2025 Project from all sources other than the issuance of revenue bonds are not sufficient to defray the cost of the 2025 Project.

C.The Project is for a municipal purpose as set forth in Section 3-31-1(D) NMSA 1978 and the Pledged Revenues may lawfully be pledged to secure the payment and redemption of the Bonds.

D.It is economically feasible to defray, in part, the cost of the 2025 Project by the issuance of the Bonds.

E.The issuance of the Bonds pursuant to the Act, to provide funds to finance the costs of the 2025 Project is necessary and in the interest of the public health, safety and welfare of the residents of the City.

Section 5.Bonds – Authorization, Parameters and Detail.

A.Authorization. This Bond Ordinance has been adopted by the affirmative vote of at least three-fourths of all of the members of the City Council. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the citizens of the City, it is hereby declared necessary that the City, pursuant to the Act, issue its negotiable, fully registered, revenue bonds to be designated as the "City of Las Cruces, New Mexico Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025" or, alternatively, the "City of Las Cruces, New Mexico Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Taxable Series 2025" as provided in the Pricing Certificate, in an aggregate principal amount not to exceed \$21,000,000, and the issuance, sale and delivery of the Bonds is hereby authorized.

B.Parameters Authorized; Details of Bonds. There is hereby authorized and created a series of bonds designated as the City of Las Cruces, New Mexico, Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025. The Bonds shall be issued subject to the following parameters:

(i)The Bonds shall be issued in an aggregate principal amount not to exceed \$21,000,000 for the 2025 Project.

(ii)The net effective interest rate on the Bonds shall not exceed 10% per annum.

(iii)The final maturity of the Bonds shall not be later than June 1, 2046.

(iv)The Bonds shall be payable solely from, and shall constitute a first lien, but not an exclusive first lien, upon the Pledged Revenues.

(v)The Bonds shall be sold to the Purchaser pursuant to a negotiated public sale.

(vi)The maximum sale price of the Bonds shall be not more than \$21,000,000, exclusive of premium payable in connection with the issuance of the Bonds.

(vii)The underwriter's discount shall not exceed 1.00% of the principal amount of the Bonds.

(viii)The Bonds shall be in substantially the form set forth in this Ordinance.

(ix)The Bonds shall be issued as federally taxable bonds pursuant to the Code.

(x)The Bonds may be subject to optional redemption and/or mandatory sinking fund redemption as set forth in the Pricing Certificate.

(xi)The Bonds may be issued with a Bond Insurance Policy as determined by the City Manager or City Financial Services Director.

C.The City Manager or City Financial Services Director are hereby authorized pursuant to this Ordinance to approve the final terms of the Bonds as permitted by Section 6-14-10.2 NMSA 1978, to execute and deliver the Pricing Certificate establishing the final terms of the Bonds and to enter into a Bond Purchase Agreement with the Purchaser, all within the parameters established in the Bond Ordinance.

D.The Bonds shall be negotiable instruments but shall be issued only as fully registered bonds, in such numbers and denominations as may be requested by the Purchaser, but exchangeable for other fully

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registered Bonds of any denominations which are multiples of \$5,000. The Bonds shall be numbered separately and consecutively, shall be dated the date of their delivery to the Purchaser, shall mature on June 1 of each year and shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date, payable semi-annually on June 1 and December 1 in each year commencing on June 1, 2025 (or such other date as specified in the Pricing Certificate) until their respective maturities. The Bonds shall bear the rates of interest, maturities and provisions for redemption prior to maturity as shall be established in the Pricing Certificate.

Section 6. Redemption of Bonds.

A. Notice of Redemption. The Bonds may be subject to optional redemption and/or mandatory sinking fund redemption prior to their stated maturities as established in the Pricing Certificate. The Bonds subject to prior redemption at the City's option shall be in such order of maturities as the City may determine (and by lot if less than all Bonds of such maturity is called, such selection by lot to be made by the Registrar in such manner as considered appropriate and fair) for the principal amount so redeemed plus accrued interest to the redemption date. Notice of optional redemption shall be given by the Registrar by sending a copy of such notice in the manner required by the Depository or by first-class, postage prepaid mail at least thirty (30) days prior to the redemption date to the registered owner of each Bond, or portion thereof, to be redeemed at the address shown as of the close of business of the Registrar on the fifth day prior to the mailing of notice on the registration books kept by the Registrar. The City shall give notice of optional redemption of the Bonds to the Registrar at least forty-five (45) days prior to the redemption date (unless such deadline is waived by the Registrar). The Registrar's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. Notices of redemption shall specify the maturity dates and the number or numbers of the Bonds to be redeemed (if less than all are to be redeemed) and if less than the full amount of any Bond is to be redeemed, the amount of such Bond to be redeemed, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond to be redeemed at the office of the Paying Agent the principal amount to be redeemed plus accrued interest to the redemption date and that from and after such date interest will cease to accrue on such amount. Notice having been given in the manner hereinbefore provided, the Bond or Bonds so called for redemption shall become due and payable on the redemption date so designated and if an amount of money sufficient to redeem all Bonds called for redemption shall on the redemption date be on deposit with the Paying Agent, the Bonds to be redeemed shall be deemed not outstanding and shall cease to bear interest from and after such redemption date. Upon presentation of the Bonds to be redeemed at the office of the Paying Agent, the Paying Agent will pay the Bond or Bonds so called for redemption with funds deposited with the Paying Agent by the City.

B. Conditional Redemption. If money or Defeasance Obligations (as defined in Section 31) sufficient to pay the optional redemption price of the Bonds to be called for optional redemption are not on deposit with the Paying Agent prior to the giving of notice of optional redemption pursuant to paragraph A of this Section, such notice shall state such Bonds will be redeemed in whole or in part on the optional redemption date in a principal amount equal to that part of the optional redemption price received by the Paying Agent on the applicable optional redemption date. If the full amount of the optional redemption price is not received as set forth in the preceding sentence, the notice shall be effective only for those Bonds for which the optional redemption price is on deposit with the Paying Agent. If all Bonds called for optional redemption cannot be redeemed, the Bonds to be redeemed shall be selected in the manner deemed reasonable and fair by the City and the Registrar shall give notice, in the manner in which the original notice of optional redemption was given, that such money was not received and the information required by paragraph A of this Section. In that event, the Registrar shall promptly return to the Owners thereof the Bonds or certificates which it has received evidencing the part thereof which have not been optionally redeemed.

Section 7. Filing of Manual Signatures. Prior to the execution of any Bond pursuant to Sections 6-9-1 to 6-9-6 NMSA 1978, as amended, the Mayor or Mayor Pro Tem and City Clerk may each file with the New Mexico Secretary of State his or her manual signature certified by him or her under oath; provided that filing shall not be necessary for any officer where any previous filing may have legal application to the Bonds.

Section 8. Execution and Authentication of Bonds.

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A.Execution. The Bonds shall be signed with the engraved, imprinted, stamped or otherwise reproduced facsimile of the signature, or the manual signature, of the Mayor or Mayor Pro Tem and shall be attested with the facsimile or manual signature of the City Clerk. There shall be affixed to each Bond the printed, engraved, stamped or otherwise placed facsimile of, or imprint of, the City's corporate seal. The Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar. The Bonds when authenticated and bearing the manual or facsimile signatures of the officers in office at the time of signing thereof shall be valid and binding special obligations of the City, notwithstanding that before delivery thereof and payment therefor, any or all of the persons whose signatures appear thereon shall have ceased to fill their respective offices. The Mayor or Mayor Pro Tem and City Clerk, at the time of the execution of the Bonds and the signature certificate, each may adopt as and for his or her own facsimile signature, the facsimile signature of his or her predecessor in office if such facsimile signature appears upon any of the Bonds or certificates pertaining to the Bonds.

B.Authentication. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication has been duly executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been fully executed if manually signed and inscribed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 9.Negotiability. The Bonds shall be fully negotiable and shall have all the qualities of negotiable paper and the Bondholders shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code. Except as set forth herein, the Bonds outstanding shall in all respects be equally and ratably secured, without preference, priority or distinction on account of the date or dates or the actual time or times of the issuance or maturity of the Bonds.

Section 10.Payment and Presentation of Bonds for Payment. Principal and interest on the Bonds shall be payable in lawful money of the United States of America, without deduction for exchange or collection charges. Principal shall be payable in immediately available funds at maturity or redemption thereof upon presentation and surrender of such Bond at the principal office of the Paying Agent or at the designated office of any successor Paying Agent. Upon any partial prior redemption of any Bond, the registered owner, in its discretion, may request the Registrar to authenticate a new Bond or to make a notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Paying Agent prior to payment. Interest on the Bonds shall be payable by check or draft mailed to the registered owner thereof (or in such other manner as may be agreed upon by the Paying Agent and the registered owner), as shown on the registration books maintained by the Registrar at the address appearing therein on the 15th day of the calendar month next preceding the Interest Payment Date (the "Record Date"). Any interest which is not timely paid or provided for shall cease to be payable to the owner thereof (or of one or more predecessor Bonds) as of the Record Date, but shall be payable to the owner thereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to Bond owners not less than ten (10) days prior thereto. If any Bond presented for payment remains unpaid at maturity or redemption, it shall continue to bear interest at the rate or rates designated in, and applicable to, such Bond from time to time. If any Bond is not presented for payment at maturity or redemption when funds available therefor have been deposited with the Paying Agent, it shall cease bearing interest on and from the date of maturity or redemption.

Section 11.Registration, Transfer, Exchange and Ownership of Bonds.

A.Registration, Transfer and Exchange. The City shall cause books for registration, transfer, and exchange of the Bonds as provided herein to be kept at the principal office of the Registrar. Upon surrender for transfer or exchange of any fully registered Bond at the principal office of the Registrar duly endorsed by the registered owner or his attorney duly authorized in writing, or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Registrar and duly executed, the Registrar shall authenticate and deliver, not more than three (3) business days after receipt of the Bond or Bonds to be

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transferred, in the name of the transferee or registered owner, as appropriate, a new Bond or Bonds in authorized denominations, in fully registered form of the same aggregate principal amount, maturity and interest rate.

B.Limitations. The Registrar shall not be required to transfer or exchange any Bond (i) during the period of fifteen (15) days next preceding the mailing of notice calling any Bonds for redemption as herein provided, or (ii) after the mailing to registered owners of notice calling such Bonds or portion thereof for redemption as herein provided. The Registrar shall close books for change of registered owners' addresses on each Record Date; transfers will be permitted within the period from each Record Date to each Interest Payment Date, but such transfers shall not include a transfer of accrued interest payable.

C.Owner of the Bonds. The person in whose name any Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either the principal of or interest on any such Bond shall be made only to or upon the order of the registered owner thereof or his legal representative as stated herein, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

D.Lost Bonds. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such Bond, if mutilated, and such evidence, information or indemnity relating thereto as the Registrar may reasonably require, if lost, stolen or destroyed, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity and interest rate, bearing a number or numbers not contemporaneously outstanding. If any such lost, stolen, destroyed or mutilated Bond shall have matured or have been called for redemption, the Registrar may request the Paying Agent to pay such bond in lieu of replacement.

E.Additional Bonds. Executed but unauthenticated Bonds are hereby authorized to be delivered to the Registrar in such quantities as may be convenient to be held in custody by the Registrar pending delivery as herein provided.

F.Charges. For each new Bond issued in connection with a transfer or exchange, the Registrar may make a charge to the owner of the Bond requesting such exchange or transfer sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

G.Successor Registrar or Paying Agent. If the Registrar or Paying Agent initially appointed hereunder shall resign or is prohibited by law from continuing as Registrar or Paying Agent, or if the City shall reasonably determine that the Registrar or Paying Agent has become incapable of fulfilling its duties hereunder, the City may, upon notice mailed to each registered owner of Bonds at the address last shown on the registration books, appoint a successor Registrar or Paying Agent, or both. Every such successor Registrar or Paying Agent shall be a bank or trust company located in and in good standing in the United States and having shareholders' equity (e.g., capital stock, surplus and undivided profits), however denominated, not less than \$50,000,000. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the City shall have the right to have the same institution serve as both Registrar and Paying Agent hereunder.

H.Book Entry. The Bonds may be issued or registered, in whole or in part, in book-entry form from time to time with no physical distribution of bond certificates made to the public, with a Depository acting as securities depository for the Bonds. A single certificate for each maturity date of the Bonds issued in book-entry form will be delivered to the Depository and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in authorized denominations, with transfer of ownership effected on the books of the Depository and its participants ("Participants"). As a condition to delivery of the Bonds in book-entry form, the Purchaser will, immediately after acceptance of delivery thereof, deposit, or cause to be deposited, the Bond certificates with the Depository, registered in the name of the Depository or its nominee. Principal, premium, if any, and interest will be paid to the Depository or its nominee as the registered owner of

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the Bonds. The transfer of principal, premium, if any, and interest payments to Participants will be the responsibility of the Depository; the transfer of principal, premium, if any, and interest payments to the beneficial owners of the Bonds (the "Beneficial Owners") will be the responsibility of Participants and other nominees of Beneficial Owners maintaining a relationship with Participants (the "Indirect Participants"). The City will not be responsible or liable for maintaining, supervising or reviewing the records maintained by the Depository, Participants or Indirect Participants.

If (i) the Bonds are not eligible for the services of the Depository, (ii) the Depository determines to discontinue providing its services with respect to the Bonds or (iii) the City determines that a continuation of the system of book-entry transfers through the Depository ceases to be beneficial to the City or the Beneficial Owners, the City will either identify another Depository or certificates for the Bonds will be delivered to the Beneficial Owners or their nominees, and the Beneficial Owners or their nominees, upon authentication of Bonds and registration of those Bonds in the Beneficial Owners' or nominees' names, will become the owners of the Bonds for all purposes. In that event, the City shall mail an appropriate notice to the Depository for notification to Participants, Indirect Participants and Beneficial Owners of the substitute Depository or the issuance of bond certificates to Beneficial Owners or their nominees, as applicable.

Officers of the City are authorized to sign agreements with the Depository relating to the matters set forth in this Section.

Notwithstanding any other provision of this Bond Ordinance, so long as all of the Bonds are registered in the name of the Depository or its nominee, all payments of principal, premium, if any, and interest on the Bonds, and all notices with respect to the Bonds, shall be made and given by the Paying Agent, Registrar or the City to the Depository as provided in the Bond Ordinance and by the Depository to its Participants or Indirect Participants and notices to the Beneficial Owners of the Bonds in the manner provided in an agreement or letter of the City to the Depository.

Section 12. Special Limited Obligations. All of the Bonds and all payments of principal, premium, if any, and interest thereon whether at maturity or on a redemption date, together with any interest accruing thereon, shall be special limited obligations of the City and shall be payable and collectible solely from the Pledged Revenues, which revenues are so pledged and are payable as set forth in Section 17 of this Bond Ordinance. The owner or owners of the Bonds may not look to any general or other fund for the payment of the principal of or interest on such obligations, except the designated special funds pledged therefor. The Bonds shall not constitute an indebtedness or a debt of the City within the meaning of any constitutional, charter or statutory provision or limitation, nor shall they be considered or held to be general obligations of the City, and each of the Bonds shall recite that it is payable and collectible solely out of the Pledged Revenues, pledged as set forth in this Bond Ordinance, and that the holders thereof may not look to any general or other municipal fund for the payment of the principal of and interest on the Bonds. Nothing herein shall prevent the City from applying other funds of the City legally available therefor to the payment of the Bonds, in its sole discretion.

Section 13. Form of Bonds. The forms, terms and provisions of the Bonds shall be substantially in the form set forth below, with such changes therein as are not inconsistent with the Bond Ordinance.

(Form of Bond)

UNITED STATES OF AMERICA

STATE OF NEW MEXICO

COUNTY OF DOÑA ANA

CITY OF LAS CRUCES, NEW MEXICO

TAXABLE MUNICIPAL GROSS RECEIPTS TAX (ONE-HALF PERCENT) REVENUE BONDS,

SERIES 2025

Bond No. _____ \$ _____

INTEREST RATE MATURITY DATE DATE OF BOND CUSIP

% per annum June 1, _____, 2025 _____

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

The City of Las Cruces (the “City”), in the County of Doña Ana and State of New Mexico, a municipal corporation duly organized and existing under the Constitution and laws of the State of New Mexico, for value received, hereby promises to pay, solely from the special funds available for the purpose as hereinafter set forth, to the registered owner named above or registered assigns, on the Maturity Date specified above, upon presentation and surrender hereof at the principal office of the City Treasurer, Las Cruces, New Mexico, as paying agent, or any successor paying agent (the “Paying Agent”), the Principal Amount stated above, in lawful money of the Unites States of America, and to pay from such sources interest on the unpaid principal amount at the Interest Rate on June 1, 2025 and on June 1 and December 1 of each year (each an “Interest Payment Date”) thereafter to its maturity, or until redeemed if called for redemption prior to maturity. This bond will bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from its date. Interest on this bond is payable by check mailed to the registered owner hereof (or by such other arrangement as may be mutually agreed to by the Paying Agent and the registered owner) as shown on the registration books for this issue maintained by the City Treasurer, Las Cruces, New Mexico, as registrar, or any successor registrar (the “Registrar”) at the address appearing therein at the close of business on the fifteenth day of the calendar month next preceding the Interest Payment Date (the “Record Date”). Any interest which is not timely paid or duly provided for shall cease to be payable to the owner hereof as of the Record Date but shall be payable to the owner hereof at the close of business on a special record date to be fixed by the Paying Agent for the payment of interest. The special record date shall be fixed by the Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to owners of Bonds (defined below) as then shown on the Registrar's registration books not less than ten (10) days prior to the special record date. If, upon presentation at maturity or redemption, payment of this bond is not made as herein provided, interest hereon shall continue at the Interest Rate until the principal hereof is paid in full. The principal, premium, if any, and interest on this bond are payable in lawful money of the United States of America, without deduction for the services of the Paying Agent or the Registrar.

This bond is one of a duly authorized series of fully registered bonds of the City in the aggregate principal amount of \$_____ issued in denominations of \$5,000 or integral multiples thereof, designated as the City of Las Cruces, New Mexico Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025 (the “Bonds”) issued under and pursuant to City Ordinance No. 3089 adopted by the City Council on January 6, 2025, as supplemented by a Pricing Certificate dated February __, 2025 (collectively, the “Bond Ordinance”).

The Bonds maturing on and after June 1, ____, are subject to prior redemption at the City's option in one or more units of principal of \$5,000 on and after June 1, ____ in whole or in part at any time, in such order of maturities as the City may determine (and by lot if less than all of the Bonds of such maturity is called, such selection by lot to be made by the Registrar in such manner considered appropriate and fair), for the principal amount of each \$5,000 unit of principal so redeemed plus accrued interest to the redemption date.

Redemption shall be made upon prior notice mailed to each registered owner of each Bond selected for redemption as shown on the registration books kept by the Registrar in the manner and upon the conditions provided in the Bond Ordinance.

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Notice of redemption of this bond will be given by providing at least thirty (30) days prior written notice in the manner required by the depository for the Bonds or by first-class postage prepaid mail to the owner hereof at the address shown on the registration books as of the fifth day prior to the mailing of notice as provided in the Bond Ordinance. Notices of redemption will specify the number or numbers and maturity date of the Bonds to be redeemed (if less than all are to be redeemed), the date fixed for redemption, the amount of such Bond to be redeemed (if less than the full amount of any Bond is to be redeemed), and shall further state that on such redemption date there will become and be due and payable upon each Bond to be redeemed at the office of the Paying Agent the principal amount thereof plus accrued interest to the redemption date and that from and after such date, the redemption amount having been deposited and notice having been given, interest will cease to accrue. Upon any partial prior redemption of this bond, the registered owner, in its discretion, may request the Registrar to authenticate a new bond or to make an appropriate notation on this bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this bond must be presented to the Paying Agent prior to payment.

Books for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender for transfer or exchange of a Bond at the principal office of the Registrar, duly endorsed or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar shall authenticate and deliver, not more than three (3) business days after receipt of the Bond or Bonds to be transferred, in the name of the transferee or owner a new Bond or Bonds in fully registered form of the same aggregate principal amount, maturity and interest rate, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds shall be without charge to the owner or any transferee, but the Registrar may require the payment by the owner of any Bond of any tax or other similar governmental charge required to be paid with respect to such exchange or transfer. The Registrar shall not be required (i) to transfer or exchange any Bond during the period of fifteen (15) days next preceding the mailing of notice calling any Bonds for redemption, or (ii) to transfer or exchange any Bond or part thereof called for redemption. The Registrar will close books for change of registered owners' addresses on each Record Date; transfers will be permitted within the period from each Record Date to each Interest Payment Date, but such transfers shall not include a transfer of accrued interest payable.

The person in whose name any Bond is registered on the registration books kept by the Registrar shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of interest in the Bond Ordinance; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar will, upon receipt of such Bond, if mutilated, and such evidence, information or indemnity relating thereto as the Registrar may reasonably require, if lost, stolen or destroyed, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity and interest rate, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured or have been called for redemption, the Registrar may direct the Paying Agent to pay such Bond in lieu of replacement.

This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation, shall not be considered or held to be a general obligation of the City, and is payable and collectible solely out of the revenues derived from the revenues from the Pledged Revenues (as such term is defined in the Bond Ordinance) and the bondholders may not look to any other general or other municipal fund for the payment of the interest and principal of this bond. The lien of the Bonds on the Pledged Revenues is an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues. Upon satisfaction of the conditions set forth in the Bond Ordinance, additional bonds may be issued and made payable from the Pledged Revenues having a lien thereon either on parity with, or subordinate and junior to, the lien on the Pledged Revenues of the Bonds. Amounts and securities held in the 2025 Debt Service Fund and 2025 Reserve Fund (if any), as such terms are defined in the Bond Ordinance, have been exclusively pledged for payment of the principal of, premium, if any, and interest on the Bonds.

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The Bonds are issued to provide funds to defray in part the costs of paying, discharging, and satisfying the City's risk management measures entered into in the Full and Final Release of All Claims and Indemnity Agreement in connection with Estate of Teresa Gomez, et al. v. City of Las Cruces, et al., CIV-23-00952 and paying expenses and costs of issuance related to the issuance of the Bonds.

The City covenants and agrees with the owner of this Bond and with each and every person who may become the owner hereof that it will keep and perform all of the covenants of the Bond Ordinance.

This Bond is subject to the condition, and every owner hereof by accepting the same agrees with the obligor and every subsequent owner hereof, that the principal of and interest on this bond shall be paid, and this bond is transferable, free from and without regard to any equities, set-offs or crossclaims between the obligor and the original or any other owner hereof.

It is hereby certified that all acts and conditions necessary to be done or performed by the City or to have happened precedent to and in the issuance of the Bonds to make them legal, valid and binding special obligations of the City have been performed and have happened as required by law, and that the Bonds do not exceed or violate any constitutional or statutory limitation of or pertaining to the City.

This Bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the Certificate of Authentication.

IN WITNESS WHEREOF, the City of Las Cruces, New Mexico has caused this bond to be signed and executed on the City's behalf with the facsimile or manual signature of the Mayor or Mayor Pro Tem and the facsimile or manual signature of the City Clerk and has caused the corporate seal of the City or a facsimile thereof to be affixed hereon, all as of the Date of Bond.

CITY OF LAS CRUCES, NEW MEXICO

By_____

Eric Enriquez, Mayor

By_____

Christine Rivera, City Clerk

(SEAL)

(Form of Registrar's Certificate of Authentication)

Certificate of Authentication

This is one of the Bonds described in the Bond Ordinance, and this bond has been registered on the registration books kept by the undersigned as Registrar for the Bonds.

Date of Authentication:

City Treasurer of the City of Las Cruces,

New Mexico, as Registrar

By_____

Erika Jaquez, City Treasurer

(End of Form of Registrar's Certificate of Authentication)

(Form of Assignment)

For value received, _____ hereby sells, assigns and transfer unto _____ the within bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the books of the Registrar, with full power of substitution in the premises.

Social Security or Tax Identification No. of Assignee _____

Dated: _____

Signature Guarantee:

NOTE: The assignor's signature to this Assignment must correspond with the name as written on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

(End of Form of Assignment)

(End of Form of Bond)

Section 14.[Reserved].

Section 15.Use of Bond Proceeds and Other Funds; Completion of 2025 Project. Except as herein otherwise specifically provided, the proceeds derived from the sale of the Bonds, shall be used and paid solely for the valid costs of the 2025 Project.

A.Expenses. An amount necessary, together with other legally available funds of the City, shall be used to pay Expenses.

B.2025 Acquisition Fund. Proceeds derived from the sale of the Bonds in an amount to be specified in the Pricing Certificate shall be deposited promptly upon the receipt thereof in the 2025 Acquisition Fund. Until the completion of the 2025 Project, the money in the 2025 Acquisition Fund shall be used and paid out solely for the purpose of the 2025 Project in compliance with applicable law. The Acquisition Fund may be held pursuant to an Escrow Deposit Agreement until expended for 2025 Project costs as determined by the City Financial Services Director or City Treasurer.

C.2025 Reserve Fund. No deposit of proceeds of the Bonds, Pledged Revenues or other City moneys into the 2025 Reserve Fund shall be required on the date of issuance of the Bonds or at any time thereafter, except in the circumstances and on the conditions described in paragraph B of Section 17 of this Bond Ordinance.

D.2025 Project Completion. As soon as practicable after completion of the 2025 Project, and in any event not more than 60 days after completion of the 2025 Project, any proceeds remaining unspent (other than any amount retained by the City for any 2025 Project costs not then due and payable) shall be transferred and deposited in the 2025 Debt Service Fund and used by the City to pay principal and interest on the Bonds as same become due.

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E.Purchaser Not Responsible. The Purchaser of the Bonds shall in no manner be responsible for the application or disposal by the City or by its officers of the funds derived from the sale thereof or of any other funds herein designated.

F.Bond Insurance Policy. A Bond Insurance Policy may be obtained in connection with the issuance of the Bonds, as may be provided in the Pricing Certificate. The covenants of the City and other provisions required by the City of the Bond Insurance Policy or otherwise necessary or advisable in connection with the Bond Insurance Policy shall be included in the Pricing Certificate.

Section 16.Funds and Accounts. The City hereby creates the following special and separate funds and accounts:

A.2025 Acquisition Fund. The "City of Las Cruces, New Mexico Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025, Project Acquisition Fund" to be maintained by the City.

B.Pledged Revenue Fund. The "City of Las Cruces, New Mexico One-Half Percent Municipal Gross Receipts Tax Revenue Fund" (the "Revenue Fund") to be maintained by the City, into which the City shall deposit the Pledged Revenues.

C.2025 Debt Service Fund. The "City of Las Cruces, New Mexico Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025, Debt Service Fund" (the "2025 Debt Service Fund") to be maintained by the City.

D.2025 Reserve Fund. The "City of Las Cruces, New Mexico Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025, Reserve Fund" (the "2025 Reserve Fund") to be maintained by the City.

Section 17.Deposit of Pledged Revenues and Flow of Funds.

A. Administration of Revenue Fund. So long as any of the Bonds shall remain outstanding, either as to principal or interest or both, the following payments shall be made monthly from the Pledged Revenues.

B.Debt Service Fund Payments. The following amounts shall be withdrawn from the Revenue Fund (and on parity with other outstanding Parity Bonds), and shall be concurrently credited to the 2025 Debt Service Fund (unless the City determines that such amounts shall be withdrawn from such funds in some other order):

(1)Monthly, commencing on the first day of the month immediately succeeding the delivery of the Bonds, an amount in equal monthly installments necessary, together with any other moneys therein and available therefor, to pay the next maturing installment of interest on the Bonds, and monthly thereafter, commencing on each Interest Payment Date, one-sixth (1/6) of the amount necessary to pay the next maturing installment of interest on the Bonds then outstanding.

(2)Monthly, commencing on the first day of the month immediately succeeding the delivery of the Bonds, an amount in equal monthly installments necessary, together with any other moneys therein and available therefor, to pay the next maturing installment of principal of the outstanding Bonds and monthly thereafter, commencing on each principal payment date, one-twelfth (1/12) of the amount necessary to pay the next maturing installment of principal on the Bonds then outstanding.

C.Credit. In making the deposits required to be made into the 2025 Debt Service Fund, if there are any amounts then on deposit in the 2025 Debt Service Fund available for the purpose for which such deposit is to be made, the amount of the deposit to be made pursuant to paragraph B above shall be reduced by the amount available in such fund for such purpose.

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D.Transfer of Money out of 2025 Debt Service Fund. Each payment of principal and interest becoming due on the Bonds shall be transferred from the 2025 Debt Service Fund to the Paying Agent on or before two Business Days prior to the due date of such payment.

E.2025 Reserve Fund and Reserve Fund Insurance Policy. The City Treasurer or successor, on or before the 150th day after the close of each Fiscal Year, shall prepare a certificate stating the ratio of coverage of Pledged Revenues to the combined maximum annual principal and interest coming due in any subsequent Fiscal Year on the outstanding Bonds and other Parity Obligations (the "Debt Service Coverage Ratio"). No deposit shall be required in the 2025 Reserve Fund upon the issuance of the Bonds or any time thereafter so long as the Pledged Revenues in each Fiscal Year equal or exceed 200% of the maximum annual principal and interest coming due in any subsequent Fiscal Year on all outstanding Parity Bonds. If the Pledged Revenues in any Fiscal Year are insufficient to meet the test set forth in the preceding sentence, the City shall begin making substantially equal monthly deposits in the 2025 Reserve Fund from the first legally available Pledged Revenues so that after 24 months, an amount equal to the 2025 Minimum Reserve will be held in the 2025 Reserve Fund. After funding the 2025 Reserve Fund in an amount equal to the 2025 Minimum Reserve, no additional payments need be made into the 2025 Reserve Fund so long as the moneys therein shall equal not less than the 2025 Minimum Reserve. Such accumulations shall be made from Pledged Revenues second and subordinate to the payments referred to in subparagraph (B) of this Section 17. In the event that the funding of the 2025 Reserve Fund is required, the City may satisfy the requirement by depositing a Reserve Fund Insurance Policy with coverage in the amount of the 2025 Minimum Reserve.

After the funding of 2025 Reserve Fund as aforesaid, if each certificate from the City Treasurer required under this Section 17(E) for two (2) consecutive Fiscal Years indicate that the Debt Service Coverage Ratio is at least two hundred percent (200%) of the maximum annual principal and interest coming due in any subsequent Fiscal Year on the outstanding Bonds and other Parity Bonds, if any, any money or securities in the 2025 Reserve Fund may be transferred to other City funds or accounts, and the procedure provided in the first paragraph of this subparagraph (E) shall be reinstated. The moneys (if any) in the 2025 Reserve Fund shall be accumulated and maintained as a continuing reserve to be used, except as hereinafter provided in paragraph (F) and (H) of this Section 17, only to prevent deficiencies in the payment of the principal of and interest on the Bonds resulting from failure to deposit into the 2025 Debt Service Fund sufficient funds to pay the principal and interest on the Bonds as the same accrue.

F.Defraying Delinquencies in the 2025 Debt Service Fund and 2025 Reserve Fund. If, on any Interest Payment Date, the amount on deposit in the 2025 Debt Service Fund is insufficient to pay principal of and interest on the Bonds then due, then an amount shall be paid into the 2025 Debt Service Fund on such date from the 2025 Reserve Fund (if moneys are then on deposit in the 2025 Reserve Fund) equal to the amount of the insufficiency. The money deposited in the 2025 Debt Service Fund from the 2025 Reserve Fund, if any, shall be replaced in the 2025 Reserve Fund in 24 substantially equal monthly deposits commencing on the first day of the first month immediately succeeding the draw on the 2025 Reserve Fund. Such accumulation shall be made from the Pledged Revenues second to the payments required by paragraph B of this Section 17. If, in any month, the City shall, for any reason, fail to pay into the 2025 Reserve Fund the full amount required, the difference between the amount paid and the amount so stipulated shall be paid therein from the first Pledged Revenues thereafter received and not required to be otherwise applied. The moneys in the 2025 Reserve Fund shall be used solely and only for the purpose of paying any deficiencies in the payment of the principal of and the interest on the 2025 Bonds; provided, however, that any moneys at any time in excess of the 2025 Minimum Reserve in the 2025 Reserve Fund may be withdrawn therefrom and applied to any other lawful purpose. Any investments held in the 2025 Reserve Fund shall be valued annually, on or about June 1, at their current fair market value and, if the amount then on deposit in the 2025 Reserve Fund exceeds the 2025 Minimum Reserve, all amounts in excess of the 2025 Minimum Reserve shall be transferred to the 2025 Debt Service Fund and used to pay principal of and interest on the Bonds.

G.Payment of Parity Obligations. Concurrently with and on the same priority as the payment of the Pledged Revenues required by paragraphs B, E and F of this Section 17, any amounts on deposit in the Revenue Fund shall be used by the City for the payment of principal of, interest on and debt service reserve fund deposits relating to outstanding Parity Bonds payable from the Pledged Revenues, as the same become

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due. If funds on deposit in the Revenue Fund are not sufficient to pay when due the required payments of principal of, interest on and debt service reserve fund deposits relating to the 2025 Bonds and any other outstanding Parity Bonds, then the available funds in the Revenue Fund will be used, first, on a pro rata basis, based on the amount of principal and interest then due with respect to each series of outstanding Parity Bonds, for the payment of principal of and interest on all series of outstanding Parity Bonds and, second, to the extent of remaining available funds in the Revenue Fund on a pro rata basis, based on the amount of debt service reserve fund deposits then required with respect to each series of outstanding Parity Bonds, for the required debt service reserve fund deposits for all series of outstanding Parity Bonds.

H.Termination Upon Deposits to Maturity. No payment shall be made into the 2025 Debt Service Fund or the 2025 Reserve Fund (if required to be funded) if the amounts in such funds total a sum at least equal to the entire aggregate amount due as to principal, premium, if any, and interest, on the Bonds to their respective maturities or applicable redemption dates, in which case moneys in the 2025 Debt Service Fund and the 2025 Reserve Fund in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in the 2025 Debt Service Fund and the 2025 Reserve Fund may be used as provided below.

I. Payment of Parity Subordinate Obligations. Subsequent to the payments required by paragraphs B, E, F and G of this Section 17, any balance remaining in the Pledged Revenue Fund, after making the payments hereinabove provided shall be used by the City for the payment of interest on and the principal of the Parity Subordinate Obligations now outstanding or hereafter authorized having a lien on any of the Pledged Revenues subordinate to the lien thereon of the Bonds, issued and payable from the Pledged Revenues, as the same become due. Payments with respect to principal, interest and reserve funds for any such Parity Subordinate Obligations may be made at any intervals as may be provided in the ordinance or resolution authorizing such additional Parity Subordinate Obligations.

J.Surplus Revenues. After making all the payments hereinabove required to be made by this Section, the remaining Pledged Revenues, if any, may be applied to any other lawful purpose, as the City may from time to time determine.

Section 18.General Administration of Funds. The funds designated in Section 16 shall be administered and invested as follows:

A.Places and Times of Deposits. The funds shall be separately maintained as a trust fund or funds for the purposes established and shall be invested by the City in Permitted Investments or deposited in one or more bank accounts in an Insured Bank or Banks. Each fund or account shall be continuously secured to the extent required by law and shall be irrevocable and not withdrawable by anyone for any purpose other than the designated purpose. Payments shall be made into the proper fund or account on the first day of the month except when the first day shall not be a Business Day, then payment shall be made on the next succeeding Business Day. No later than two Business Days prior to each Interest Payment Date, moneys sufficient to pay interest and principal then due on the Bonds shall be transferred to the Paying Agent. Nothing in this Bond Ordinance shall prevent the City from establishing one or more bank accounts in an Insured Bank or Banks for all the funds required by this Bond Ordinance or shall prevent the combination of such funds and accounts with any other bank account or accounts or investments for other funds and accounts of the City.

B.Investment of Moneys. Moneys in the 2025 Reserve Fund shall be invested in accordance with paragraph C of this Section 18, and moneys in any other fund or account not immediately needed may be invested in any investment permitted by the laws of the State or by the Charter. The obligations so purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, and any loss resulting from such investment shall be charged to such fund or account. The City Treasurer shall present for redemption or sale on the prevailing market any obligations so purchased as an investment of moneys in the fund or account whenever it shall be necessary to do so in order to provide moneys to meet any payment or transfer from such fund.

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C. Reserve Fund. Moneys, if any, in the 2025 Reserve Fund may be invested only in Permitted Investments with an average aggregate weighted term to maturity not greater than five years. The City shall annually on or about June 1 of each year, commencing on the first June 1 succeeding funding of the 2025 Reserve Fund, value the 2025 Reserve Fund on the basis of the current fair market value of deposits and investments credited to each of the 2025 Reserve Fund. If, upon any valuation, the value of the 2025 Reserve Fund exceeds the 2025 Minimum Reserve, the excess amount shall be withdrawn and deposited into the 2025 Debt Service Fund or may be applied to any lawful purpose; if the value is less than the applicable requirement, the City shall replenish such amounts from the first Pledged Revenues thereafter received not required to be otherwise applied or other monies legally available therefor.

At such time as the Bonds are paid in full or are deemed to be paid in full, the amount on deposit in the 2025 Reserve Fund may be used to pay the final installments of principal and interest on the Bonds and otherwise may be withdrawn and transferred to the City to be used for any lawful purpose.

If moneys have been withdrawn from the 2025 Reserve Fund and deposited into the 2025 Debt Service Fund to prevent a default on the Bonds, then the City will pay, from Pledged Revenues or other monies legally available therefor, the full amount so withdrawn or so much as shall be required to restore the 2025 Reserve Fund to the 2025 Minimum Reserve. Such repayment shall be made as required by paragraph F Section 17 of this Bond Ordinance.

Section 19. Lien on Pledged Revenues. The Pledged Revenues and the amounts and securities on deposit in 2025 Debt Service Fund and the 2025 Reserve Fund, if any, and the proceeds thereof, are hereby authorized to be pledged to, and are hereby pledged, and the City grants a security interest therein for, the payment of the principal of, premium, if any, and interest on the Bonds, subject to the uses thereof permitted by, and the priorities set forth in, this Bond Ordinance. The Bonds constitute an irrevocable and first lien, but not an exclusive first lien on the Pledged Revenues on parity with the lien thereon of the outstanding Parity Bonds and additional Parity Bonds, if any, hereafter authorized to be issued and payable from the Pledged Revenues, and senior to the lien of Parity Subordinate Obligations on the Pledged Revenues.

Section 20. Additional Parity Bonds and Additional Parity Subordinate Bonds Payable from Pledged Revenues.

A. Parity Bonds Test. This Bond Ordinance shall not prevent the issuance of additional Parity Bonds payable from and constituting a lien upon the Pledged Revenues on parity with the lien of the Bonds. Before any additional Parity Bonds are actually issued, it must be determined that:

(1) The City is then current in the accumulation of all amounts which are then required to be on deposit in the 2025 Debt Service Fund and the 2025 the Reserve Fund, in accordance with Section 17 of this Bond Ordinance; and

(2) The Pledged Revenues received by the City in the Fiscal Year immediately preceding the date of issuance of the proposed additional Parity Bonds shall have been sufficient to pay an amount representing (a) at least 200% of the combined maximum annual principal and interest coming due in any subsequent Fiscal Year on (1) the outstanding Bonds, (2) other outstanding Parity Bonds payable from and constituting a lien upon the Pledged Revenues, and (3) the Parity Bonds proposed to be issued and (b) at least 150% of the combined maximum annual principal and interest coming due in any subsequent Fiscal Year on (1) the outstanding Parity Bonds, (2) the outstanding Parity Subordinate Bonds, and (3) the Parity Bonds proposed to be issued.

For purposes of the test set forth in clause (2) above, if on the date of issuance of the additional Parity Bonds, (a) any amount of the reserve fund requirement for the additional Parity Bonds is immediately deposited in or credited to the reserve fund for the additional Parity Bonds or, (b) any amount of the reserve fund requirement for any issue of outstanding Parity Bonds or outstanding Parity Subordinate Bonds is then on deposit in or credited to the reserve fund for any issue of outstanding Parity Bonds or outstanding Parity Subordinate Bonds, respectively, then the amounts on deposit in or credited to the respective reserve funds

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shall be deducted from the principal and interest coming due in the final Fiscal Year for the additional Parity Bonds or any issue of outstanding Parity Bonds or outstanding Parity Subordinate Bonds for which such reserve fund was created.

B.Certification or Opinion Regarding Pledged Revenues. A written certificate or opinion by an Independent Accountant or the City Treasurer or City Financial Services Director, that the Pledged Revenues are sufficient to pay the required amounts under the test in paragraph A of this Section, shall conclusively determine the right of the City to issue additional Parity Bonds. The Independent Accountant, City Treasurer or City Financial Services Director may utilize the results of any annual audit to the extent it covers the applicable period.

C.Additional Parity Subordinate Bonds Test. This Bond Ordinance shall not prevent the issuance of additional Parity Subordinate Bonds payable from and constituting a lien upon the Pledged Revenues on subordinate to the lien thereon of the Bonds and other outstanding Parity Bonds. Before any additional Parity Subordinate Bonds are actually issued, it must be determined that:

(1)The City is then current in the accumulation of all amounts which are then required to be on deposit in the debt service funds and reserve funds for the outstanding Parity Bonds and the outstanding Parity Subordinate Bonds; and

(2)The Pledged Revenues received by the City in the Fiscal Year immediately preceding the date of issuance of the proposed additional Parity Subordinate Bonds shall have been sufficient to pay an amount representing at least 150% of the combined maximum annual principal and interest coming due in any subsequent Fiscal Year on (1) the outstanding Parity Bonds, (2) the outstanding Parity Subordinate Bonds, and (3) the Parity Subordinate Bonds proposed to be issued.

For purposes of the test set forth in clause (2) above, if on the date of issuance of the additional Parity Subordinate Bonds, (a) any amount of the reserve fund requirement for the additional Parity Subordinate Bonds is immediately deposited in or credited to the reserve fund for the additional Parity Subordinate Bonds or, (b) any amount of the reserve fund requirement for any issue of outstanding Parity Bonds or outstanding Parity Subordinate Bonds is then on deposit in or credited to the reserve fund for any issue of outstanding Parity Bonds or outstanding Parity Subordinate Bonds, respectively, then the amounts on deposit in or credited to the respective reserve funds shall be deducted from the principal and interest coming due in the final Fiscal Year for the additional Parity Subordinate Bonds or any issue of outstanding Parity Bonds or outstanding Parity Subordinate Bonds for which such reserve fund was created.

A written certificate or opinion by an Independent Accountant or the City Treasurer or City Financial Services Director, that the Pledged Revenues are sufficient to pay the required amounts under the test in this paragraph C of this Section, shall conclusively determine the right of the City to issue additional Parity Subordinate Bonds. The Independent Accountant, City Treasurer or City Financial Services Director may utilize the results of any annual audit to the extent it covers the applicable period.

D.Superior Obligations Prohibited. The City shall not issue any obligation having a lien on any of the Pledged Revenues pledged by this Bond Ordinance which is prior and superior to the Bonds.

E.Super Subordinate Obligations Permitted. Nothing in this Bond Ordinance shall prevent the City from issuing bonds or other obligations payable from the Pledged Revenues pledged by this Bond Ordinance and having a lien on the Pledged Revenues subordinate to the lien of the Parity Subordinate Bonds.

Section 21.Refunding Bonds. The provisions of Section 20 of this Bond Ordinance are subject to the following exceptions:

A.Privilege of Issuing Refunding Obligations. If at any time the City shall find it desirable to refund any outstanding obligations constituting a lien upon the Pledged Revenues, the Bonds or other obligations, or any part thereof, such obligations may be refunded, but only with the consent of the holders, unless the obligations

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shall then mature or be callable for redemption, or the plan of refunding calls for payment of the obligations at maturity or at a redemption date, regardless of whether the lien priority is changed by the refunding except that superior obligations are prohibited as provided in paragraph D of Section 20 of this Bond Ordinance and except as provided in paragraphs B and C of this Section.

B.Limitation Upon Issuance of Parity Refunding Obligations and Parity Subordinate Refunding Obligations. No refunding obligations shall be issued with a lien on the Pledged Revenues on parity with the lien of the Bonds, unless:

(1)The lien on the Pledged Revenues of the outstanding obligations so refunded is on parity with the lien on the Pledged Revenues of the Bonds; or

(2)The refunding obligations are issued in compliance Section 20 of this Bond Ordinance.

No refunding obligations shall be issued with a lien on the Pledged Revenues subordinate to the lien of the Bonds and other outstanding Parity Bonds, unless:

(1)The lien on the Pledged Revenues of the outstanding obligations so refunded is subordinate to the lien of the Bonds and the other outstanding Parity Bonds and is on parity with the lien on the Pledged Revenues of the outstanding Parity Subordinate Bonds; or

(2)The refunding obligations are issued in compliance Section 20 of this Bond Ordinance.

C.Refunding Part of an Issue. The refunding bonds or other refunding obligations issued shall enjoy complete equality of lien with the portion of any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the owner or owners of the same issue refunded thereby. If only a part of any issue or issues is refunded, then there may be no refunding without the consent of the holders of the unrefunded portion of such obligations, unless:

(1)The refunding obligations do not increase the aggregate principal and interest requirements for any Fiscal Year commencing prior to the last maturity date of such unrefunded obligations; or

(2)The lien of the refunding obligations is subordinate to the lien of any obligations not refunded; or

(3)The refunding bonds or other refunding obligations are issued in compliance with Section 20 of this Bond Ordinance.

D.Limitation Upon Issuance of Any Refunding Obligations. Any refunding obligations payable from Pledged Revenues shall be issued with such details as the City Council may provide, subject to the inclusion of any such rights and privileges designated in paragraph C of this Section but without impairing any contractual obligation imposed by any proceedings authorizing any unrefunded portion of any issue or issues, including the Bonds.

Section 22.Equality of Parity Bonds. The Parity Bonds from time to time outstanding shall not be entitled to any priority one over the other in the application of the Pledged Revenues, regardless of the time or times of their issuance or the date incurred, it being the intention of the City Council that, except as set forth herein, there shall be no priority among Parity Bonds regardless of whether they are actually issued and delivered or incurred at different times.

Section 23.Protective Covenants. The City hereby covenants and agrees with each and every holder of the Bonds issued hereunder:

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A.Use of Bond Proceeds. The City will proceed without delay to apply the proceeds of the Bonds as set forth in Section 15 of this Bond Ordinance.

B.Payment of Bonds Herein Authorized. The City will promptly pay the principal of and the interest on every Series 2025 Bond at the place, on the date and in the manner specified herein and in the Bonds according to the true intent and meaning hereof.

C.City's Existence. The City will maintain its corporate identity and existence so long as any of the Bonds remain outstanding, unless another political subdivision by operation of law succeeds to the liabilities and rights of the City, without adversely affecting to any substantial degree the privileges and rights of any owner of the Bonds.

D.Extension of Interest Payments. In order to prevent any accumulation of claims for interest after maturity, the City will not directly or indirectly extend or assent to the extension of time for the payment of any claim for interest on any of the Bonds, and the City will not directly or indirectly be a party to or approve any arrangements for any such extension.

E.Records. So long as any of the Bonds remain outstanding, proper books of record and account will be kept by the City, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Pledged Revenues.

F.Audits and Budgets. The City will, within two hundred and seventy (270) days following the close of each Fiscal Year, cause an audit of its books and accounts relating to the Pledged Revenues to be commenced by an Independent Accountant showing the receipts and disbursements in connection with such revenues.

G.Other Liens. Other than as described and identified by this Bond Ordinance, there are no liens or encumbrances of any nature whatsoever on or against the Pledged Revenues.

H.Impairment of Contract. The City agrees that any law, ordinance or resolution of the City that in any manner affects the Pledged Revenues or the Bonds shall not be repealed or otherwise directly or indirectly modified, in such a manner as to impair adversely any Bonds outstanding, unless such Bonds have been discharged in full or provision has been fully made therefor or unless the required consents of the holders of the then outstanding Bonds are obtained pursuant to Section 30 of this Bond Ordinance.

I.Debt Service Fund and Reserve Fund. The 2025 Debt Service Fund and the 2025 Reserve Fund shall be used solely and only, and those funds are hereby pledged, for the purposes set forth in this Bond Ordinance.

J.Surety Bonds. Each municipal official and employee being responsible for receiving Pledged Revenues shall be bonded at all times, which bond shall be conditioned upon the proper application of such funds.

K.Performing Duties. The City will faithfully and punctually perform all duties with respect to the Bonds required by the Constitution and laws of the State of New Mexico and the ordinances and resolutions of the City relating to the Bonds.

L.[Reserved].

Section 24.Preliminary Official Statement and Continuing Disclosure Undertaking.

A.Preliminary Official Statement. The preparation of the Preliminary Official Statement is hereby requested and approved for use distribution and use in connection with the sale of the Bonds.

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B.Continuing Disclosure Undertaking. The officers of the City are authorized to sign such documents and to take such actions in the future with respect to the City's continuing disclosure obligations as are necessary or desirable to comply with the Continuing Disclosure Undertaking and the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended; provided, that the foregoing shall not be applicable in the event that the Bonds are purchased pursuant to a private placement for which the Continuing Disclosure Undertaking is not required. Notwithstanding any other provisions of this Bond Ordinance, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an "event of default" under Section 25 hereof, and holders and beneficial owners of Bonds shall be entitled to exercise only such rights with respect thereto as are provided in the Continuing Disclosure Undertaking.

Section 25.Events of Default. Each of the following events is hereby declared an "event of default":

A.Nonpayment of Principal. Failure to pay the principal of any of the Bonds when the same becomes due and payable, either at maturity, or by proceedings for redemption, or otherwise.

B.Nonpayment of Interest. Failure to pay any installment of interest when the same becomes due and payable.

C.Incapable of Performing. If the City shall for any reason be rendered incapable of fulfilling its obligations hereunder.

D.Default of any Provision. Default by the City in the due and punctual performance of its covenants or conditions, agreements and provisions contained in the Bonds or in this Bond Ordinance on its part to be performed (other than a default set forth in subparagraphs A and B of this Section), and the continuance of such default for thirty (30) days after written notice specifying such default and requiring the same to be remedied has been given to the City by the holders of twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding.

E.Bankruptcy. The City (i) files a petition or application seeking reorganization or arrangement of debt under Federal Bankruptcy law, or other debtor relief under the laws of any jurisdiction, or (ii) is the subject of such petition or application which the City does not contest or is not dismissed or discharged within sixty (60) days.

Section 26.Remedies Upon Default. Upon the happening and continuance of any of the events of default as provided in Section 25 of this Bond Ordinance, then and in every case, the holder or holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding, including, but not limited to, a trustee or trustees therefor, may proceed against the City, the City Council and its agents, officers and employees, but only in their official capacities, to protect and enforce the rights of any holder of Bonds under this Bond Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained herein or in an award relating to the execution of any power herein granted for the enforcement of any legal or equitable remedy as such holder or holders may deem most effectual to protect and enforce the rights provided above, or to enjoin any act or thing which may be unlawful or in violation of any right of any Bondholder, or to require the City Council to act as if it were the trustee of an express trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all holders of the Bonds then outstanding. The failure of any Bondholder so to proceed shall not relieve the City or any of its officers, agents or employees of any responsibility for failure to perform, in their official capacities, any duty. Each right or privilege of such holder (or trustee thereof) is in addition and cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any holder shall not be deemed a waiver of any other right or privilege.

Section 27.Duties Upon Default. Upon the happening of any of the events of default provided in Section 25 of this Bond Ordinance, the City, in addition, will do and perform all proper acts on behalf of and for the owners of the Bonds to protect and preserve the security created for the payment of the Bonds and to

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insure the payment of the principal of and interest on the Bonds promptly as the same become due. All proceeds derived therefrom, so long as any of the Bonds, either as to principal or interest, are outstanding and unpaid, shall be applied as set forth in Section 17 of this Bond Ordinance. In the event the City fails or refuses to proceed as provided in this Section, the holder or holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding, after demand in writing, may proceed to protect and enforce the rights of the owners of the Bonds as hereinabove provided.

Section 28. Bonds Not Presented When Due. If any Bonds shall not be duly presented for payment when due at maturity or on the redemption date thereof, and if moneys sufficient to pay such Bonds are on deposit with the Paying Agent for the benefit of the owners of such Bonds, all liability of the City to such owners for the payments of such Bonds shall be completely discharged, such Bonds shall not be deemed to be outstanding and it shall be the duty of the Paying Agent to segregate and to hold such moneys in trust, without liability for interest thereon, for the benefit of the owners of such Bonds as may be provided in any agreement hereafter entered into between the Paying Agent and an officer of the City.

Section 29. Delegated Powers; Authority to Make Budget Adjustments. The officers of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Bond Ordinance, including, without limiting the generality of the foregoing, the publication of the title and general summary of the Bond Ordinance set out in Section 36 (with such changes, additions and deletions as they may determine), the printing of the Bonds, the preparation, printing, execution and distribution of the Preliminary Official Statement and final Official Statement, and the execution of the Bond Purchase Agreement, the Continuing Disclosure Undertaking, and such other documents or certificates as may be required by the Purchaser or bond counsel. The officers of the City are hereby authorized and directed to take all action necessary to make the budget adjustments needed to reflect the Bond proceeds.

Section 30. Amendment of Bond Ordinance. This Bond Ordinance may be amended without the consent of the holder of any Bond to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained herein. Prior to the date of the initial delivery of the Bonds to the Purchaser, the provisions of this Bond Ordinance may be amended with the written consent of the Purchaser, with respect to any changes which are not inconsistent with the substantive provisions of this Bond Ordinance. In addition, this Bond Ordinance may be amended without receipt by the City of any additional consideration, but with the written consent of the holders of seventy-five percent (75%) of the Bonds then outstanding (not including Bonds which may be held for the account of the City); but no ordinance adopted without the written consent of the holders of all outstanding Bonds shall have the effect of permitting:

A. An extension of the maturity of any Bond; or

B. A reduction of the principal amount or interest rate of any Bond; or

C. The creation of a lien upon the Pledged Revenues ranking prior to the lien or pledge created by this Bond Ordinance; or

D. A reduction of the principal amount of Bonds required for consent to such amendatory ordinance; or

E. The establishment of priorities as between Bonds issued and outstanding under the provisions of this Bond Ordinance; or

F. The modification of or otherwise affecting the rights of the holders of less than all the outstanding Bonds.

Section 31. Defeasance. When all principal and interest in connection with the Bonds hereby authorized have been duly paid, the pledge and lien on the Pledged Revenues for the payment of the Bonds shall thereby be discharged and the Bonds shall no longer be deemed to be outstanding within the meaning of this Bond Ordinance. Payment shall be deemed made with respect to any Bond or Bonds when the City has placed in escrow with a commercial bank exercising trust powers, an amount sufficient (including the known

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minimum yield from Defeasance Obligations, as defined below) to meet all requirements of principal and interest as the same become due to their final maturities or upon designated redemption dates. Any Defeasance Obligations shall become due when needed in accordance with a schedule agreed upon between the City and such bank at the time of the creation of the escrow. Defeasance Obligations within the meaning of this Section shall include only (1) cash, (2) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – “SLGs”), and (3) obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

Section 32.Bond Ordinance Irrepealable. After any of the Bonds are issued, this Bond Ordinance shall be and remain irrepealable until the Bonds and the interest thereon shall be fully paid, canceled and discharged, as herein provided, or there has been defeasance of the Bonds as herein provided.

Section 33.Severability Clause. If any Section, paragraph, clause or provision of this Bond Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Ordinance.

Section 34.Repealer Clause. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 35.Effective Date. Upon due adoption of this Bond Ordinance, it shall be recorded in the book of ordinances of the City kept for that purpose, authenticated by the signatures of the Mayor or Mayor Pro Tem and City Clerk, and the title and general summary of the subject matter contained in this Bond Ordinance (set out in Section 36 below) shall be published in a newspaper which maintains an office and is of general circulation in the City and this Bond Ordinance shall be in full force and effect in accordance with law.

Section 36.General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Bond Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

City of Las Cruces, New Mexico

Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in an ordinance duly adopted and approved by the City Council of the City of Las Cruces, New Mexico, on January 6, 2025, relating to the authorization and issuance of the 2025. Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of the City Clerk, Las Cruces City Hall, 700 North Main Street Las Cruces, New Mexico.

The title of the Ordinance is:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF LAS CRUCES, NEW MEXICO TAXABLE MUNICIPAL GROSS RECEIPTS TAX (ONE-HALF PERCENT) REVENUE BONDS, SERIES 2025 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$21,000,000 FOR THE PURPOSE OF PAYING, DISCHARGING, AND SATISFYING THE CITY’S RISK MANAGEMENT MEASURES ENTERED INTO IN THE FULL AND FINAL RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT IN CONNECTION WITH *ESTATE OF TERESA GOMEZ, ET AL. V. CITY OF LAS CRUCES, ET AL.*, CIV-23-00952 AND PAYING THE COSTS OF ISSUANCE OF THE BONDS; PROVIDING FOR THE METHOD OF SALE OF THE BONDS PURSUANT TO A NEGOTIATED PUBLIC SALE WITH AN UNDERWRITER; PROVIDING FOR THE MATURITY DATES AND AMOUNTS, INTEREST RATES, PRICES, REDEMPTION FEATURES AND OTHER FINAL TERMS OF THE BONDS TO BE ESTABLISHED IN A PRICING CERTIFICATE; DELEGATING AUTHORITY TO

Agenda Item #7.4.

THE CITY MANAGER AND CITY FINANCIAL SERVICES DIRECTOR TO EXECUTE AND DELIVER A PRICING CERTIFICATE AND BOND PURCHASE AGREEMENT FOR THE SALE OF THE SERIES 2025 BONDS; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

A general summary of the Ordinance is:

The Ordinance authorizes the issuance and sale of (1) the City of Las Cruces, New Mexico Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025, in an aggregate principal amount not to exceed \$21,000,000 for the purpose of paying, discharging, and satisfying the City's risk management measures entered into in the Full and Final Release of All Claims and Indemnity Agreement in connection with *Estate of Teresa Gomez, et al. v. City of Las Cruces, et al.*, CIV-23-00952 and paying the costs of issuance of the Bonds; provides that the Bonds will be payable and collectible from the revenues derived from 0.50% municipal gross receipts tax imposed by the City pursuant to Ordinance Nos. 385 and 427; provides that the maturity dates, interest rates, redemption provisions and other details of each series of the Bonds will be as established in the Pricing Certificate, and delegate authority to the City Manager or City Financial Services Director to execute and deliver the Pricing Certificate and Bond Purchase Agreement; provides a form of the Bonds; approves preparation, execution and delivery of certain documents relating to the Bonds, including the Preliminary Official Statement, Official Statement and Continuing Disclosure Undertaking; makes covenants for the benefit of owners of the Bonds; ratifies action previously taken in connection with the Bonds; and repeals all action in conflict with the Ordinance.

This notice constitutes compliance with § 6-14-6 N.M.S.A. 1978.

(End of Form of Summary for Publication)

(II)

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

DONE AND APPROVED this day of

Agenda Item #7.4.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

NOTICE**CITY OF LAS CRUCES, NEW MEXICO****\$21,000,000*****Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds
Series 2025****Preliminary Official Statement, subject to completion,
dated January __, 2025**

The Preliminary Official Statement, dated January __, 2025 (the "Preliminary Official Statement"), relating to the above-described bonds (the "Bonds") of the City of Las Cruces, New Mexico (the "City"), has been posted as a matter of convenience. The posted version of the Preliminary Official Statement has been formatted in Adobe Portable Document Format (Adobe Acrobat 8.0). Although this format should replicate the Preliminary Official Statement available from the City, appearance may vary for a number of reasons, including electronic communication difficulties or particular user software or hardware. Using software other than Adobe Acrobat 8.0 may cause the Preliminary Official Statement that you view or print to differ in appearance from the Preliminary Official Statement.

The Preliminary Official Statement and the information contained therein are subject to completion or amendment or other change without notice. Under no circumstances shall the Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

For purposes of Rule 15c2-12 promulgated by the United States Securities and Exchange Commission, the Preliminary Official Statement alone, and no other document or information on the internet, constitutes the "Official Statement" that the City has "deemed final" as of its date in respect of the Bonds, except for certain information permitted by Rule 15c2-12 to be omitted therefrom.

No person has been authorized to give any information or to make any representations other than those contained in the Preliminary Official Statement in connection with the offer and sale of the Bonds and, if given or made, such information or representations must not be relied upon as having been authorized. The information and expressions of opinion in the Preliminary Official Statement are subject to change without notice and neither the delivery of the Official Statement nor any sale made thereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date of the Preliminary Official Statement.

By choosing to proceed and view the electronic version of the Preliminary Official Statement, you acknowledge that you have read and understood this Notice.

* Preliminary, subject to change.

Preliminary Official Statement dated January __, 2025

NEW ISSUE

MOODY'S RATING: ____
See "RATING" herein.

In the opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A., Bond Counsel based on existing laws of the State of New Mexico as enacted and construed, interest on the Bonds is exempt from all taxation by the State of New Mexico or any political subdivision thereof. The Bonds are being issued as taxable under the Internal Revenue Code of 1986, as amended. For a more complete description of such opinion of Bond Counsel and a description of certain provisions tax treatment of interest on the Bonds for certain owners of such bonds, see "TAX STATUS" herein.

\$21,000,000*
CITY OF LAS CRUCES, NEW MEXICO
TAXABLE MUNICIPAL GROSS RECEIPTS TAX (ONE-HALF PERCENT) REVENUE BONDS
SERIES 2025

Book-Entry Only
Dated: Date of Delivery

Due: June 1, as shown on inside cover

The City of Las Cruces, New Mexico Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025 (the "Series 2025 Bonds" or the "Bonds") are being issued by the City of Las Cruces, Doña Ana County, New Mexico (the "City") to provide funds to pay the costs of paying, discharging, and satisfying the City's risk management measures entered into in the Full and Final Release of All Claims and Indemnity Agreement in connection with *Estate of Teresa Gomez, et al. v. City of Las Cruces, et al.*, CIV-23-00952 for the benefit of the City and its residents and paying Expenses related to the issuance of the Bonds. See "PURPOSE AND PLAN OF FINANCING" herein. The Bonds are being issued pursuant to the general laws of the State, including Sections 3-31-1 through 3-31-12, 6-14-1 through 6-14-11, and 7-19D-1 et seq. NMSA 1978, as amended (the "Act"), the home rule charter of the City, and enactments of the City Council relating to the issuance of the Bonds, including the Bond Ordinance (as defined herein).

The Bonds are issuable only as fully registered bonds in denominations of \$5,000 each or any integral multiple thereof. The Bonds will bear interest from the delivery date and interest is payable on June 1 and December 1 of each year commencing June 1, 2025, as more fully described herein. The Paying Agent and Registrar is the City Treasurer, Las Cruces, New Mexico.

SEE INSIDE COVER OF THIS OFFICIAL STATEMENT FOR THE MATURITY SCHEDULE, INTEREST RATES, PRICES OR YIELDS AND CUSIP NUMBERS.

The Bonds will be issued pursuant to a book-entry-only system and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). The purchasers of the Bonds ("Beneficial Owners") will not receive physical delivery of bond certificates representing their beneficial ownership interests. So long as DTC or its nominee is the owner of the Bonds, disbursement of payments of principal and interest to DTC is the responsibility of the Paying Agent, disbursement of such payments to DTC Participants (as defined herein) is the responsibility of DTC and disbursement of such payments to Beneficial Owners is the responsibility of DTC Participants, as more fully described herein. See "DESCRIPTION OF THE BONDS – Book-Entry Only System" herein.

The Bonds maturing on and after June 1, __, are subject to optional redemption on and after June 1, __, in whole or in part at any time. See "DESCRIPTION OF THE BONDS – REDEMPTION OF BONDS" herein.

The Bonds are special limited obligations of the City, payable solely from and secured by an irrevocable and first lien (but not necessarily an exclusive first lien) on the Pledged Municipal Gross Receipts Tax Revenues (the "Pledged Revenues"), as more fully defined herein. The registered owners of the Bonds may not look to any general or other fund for the payment of the principal of, or interest on such obligations except for the Pledged Revenues. The Bonds do not constitute an indebtedness of the City within the meaning of any constitutional, charter or statutory provision or limitation, nor will they be considered or held to be general obligations of the City. Neither the full faith and credit of the City nor the ad valorem taxing power or general resources of the City, the State of New Mexico or any political subdivision thereof are pledged to the payment of the Bonds. See "SECURITY FOR THE BONDS" and "PLEDGED REVENUES" herein.

The Bonds are offered when, as and if issued by the City, subject to the approval of validity by Modrall, Sperling, Roehl, Harris & Sisk, P.A., Albuquerque, New Mexico, Bond Counsel, and certain other conditions. Modrall, Sperling, Roehl, Harris & Sisk, P.A., has also acted as special counsel to the City in connection with the preparation of this Official Statement and the sale of the Bonds. Certain legal matters will be passed upon for the Underwriter by _____. It is anticipated that the Bonds will be available for delivery on or about February 20, 2025 through the facilities of DTC, New York, New York.

RAYMOND JAMES

Dated: January __, 2025

* Preliminary, subject to change.

MATURITY SCHEDULE SERIES 2025 BONDS*

<u>Maturity (June 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>CUSIP Number**</u>
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2044				

**CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (“CGS”) is managed on behalf of the American Bankers Association by FactSet Research Systems, Inc. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Financial Advisor, Underwriters, Bond Counsel, Disclosure Counsel, or their agents or counsel assumes responsibility for the accuracy of such numbers. The CUSIP numbers are subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of the Bonds.

* Preliminary, subject to change.

CITY OF LAS CRUCES, NEW MEXICO

City Hall, 700 North Main Street
Las Cruces, New Mexico 88001
(575) 541-2000

MAYOR

Eric Enriquez

CITY COUNCIL

Johana Bencomo, Mayor ProTem
Cassie McClure, Councilor
Bill Mattiace, Councilor
Becki Graham, Councilor
Becky Corran, Councilor
Yvonne Flores, Councilor

CITY ADMINISTRATION

Ikani Taumoepeau, City Manager
Barbara Bencomo, Chief Administrative Officer
Laura Holguin, Interim Financial Services Director
_____, Interim City Treasurer
Brad Douglas, City Attorney
Christine Rivera, City Clerk

FINANCIAL ADVISOR

RBC Capital Markets, LLC
6301 Uptown Boulevard, N.E., Suite 110
Albuquerque, New Mexico 87110
(505) 872-5999

BOND COUNSEL & DISCLOSURE COUNSEL

Modrall, Sperling, Roehl, Harris & Sisk, P.A.
500 Fourth Street N.W., Suite 1000
P.O. Box 2168 (87103-2168)
Albuquerque, New Mexico 87102
(505) 848-1800

PAYING AGENT AND REGISTRAR

City Treasurer, City of Las Cruces
City Hall, 700 North Main Street
P.O. Box 20000
Las Cruces, New Mexico 88001
(575) 541-2000

UNDERWRITER

Raymond James
8501 N. Scottsdale Road, Suite 250
Scottsdale, Arizona 85253
(480) _____

UNDERWRITER'S COUNSEL

USE OF INFORMATION IN THIS OFFICIAL STATEMENT

No dealer, salesman or other person has been authorized by the City of Las Cruces, New Mexico (the “City”) to give any information or to make any statements or representations, other than those contained in this Official Statement, and, if given or made, such other information, statements or representations must not be relied upon as having been authorized by the City. This Official Statement does not constitute an offer to sell or solicitation of an offer to buy any of the Bonds in any jurisdiction in which such offer or solicitation is not authorized, or in which any person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. The information set forth or included in this Official Statement has been provided by the City and from other sources believed by the City to be reliable. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale hereunder shall create any implication that there has been no change in the financial condition or operations of the City described herein since the date hereof. This Official Statement contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized.

The Bonds have not been registered under the Securities Act of 1933 in reliance upon exemptions contained in such Act. The registration and qualification of the Bonds in accordance with applicable provisions of the securities law of the states in which the Bonds have registered or qualified and the exemption from registration or qualification in other states cannot be regarded as a recommendation thereof. Neither the United States Securities and Exchange Commission nor any other federal, state, municipal or other governmental entity, nor any agency or department thereof, has passed upon the merits of the Bonds or the accuracy or completeness of this Official Statement. Any representation to the contrary may be a criminal offense.

This Official Statement is “deemed final” by the City for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission. The City has covenanted to provide such annual financial statements and other information in the manner as may be required by regulations of the Securities and Exchange Commission or other regulatory body.

This Official Statement contains statements that are “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words “estimate,” “project,” “intend,” “expect” and similar expressions are intended to identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof.

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE CITY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

Copies of the Bond Ordinance authorizing the issuance of the Bonds are available upon request at the office of the City Clerk, City Hall, 700 North Main Street, Las Cruces, New Mexico 88001, (575) 541-2000.

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NEW MEXICO FOR FISCAL YEAR ENDING JUNE 30, 20241**

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CITY OF LAS CRUCES, NEW MEXICO

\$21,000,000*

Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds
Series 2025

SUMMARY OF INFORMATION

There follows a summary of certain provisions discussed in this Official Statement. SUCH SUMMARY DOES NOT PURPORT TO BE COMPREHENSIVE OR DEFINITIVE AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE COMPLETE OFFICIAL STATEMENT. This Summary is only a brief statement and a full review of the entire Official Statement should be made by potential investors.

Issuer:	The City of Las Cruces, New Mexico (the “City”) operates under a home rule charter pursuant to Article X, Section 6 of the New Mexico Constitution (the “Charter”), with a Council-Manager form of government. The City is located near the Texas and Mexico borders. Las Cruces is the second largest city in the State of New Mexico and is the commercial, service and cultural center of Southern New Mexico. See “THE CITY.”
Dated:	Date of Delivery.
Principal Payment:	The Bonds are registered bonds maturing on June 1 of the years set forth on the inside cover page of this Official Statement.
Interest Payment:	Interest will be payable semiannually on June 1 and December 1, commencing June 1, 2025.
Purpose:	The City of Las Cruces, New Mexico Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025 (the “Series 2025 Bonds” or the “Bonds”) are being issued by the City of Las Cruces, Doña Ana County, New Mexico (the “City”) for the purpose of paying, discharging, and satisfying the City’s risk management measures entered into in the Full and Final Release of All Claims and Indemnity Agreement in connection with <i>Estate of Teresa Gomez, et al. v. City of Las Cruces, et al.</i> , CIV-23-00952 for the benefit of the City and its residents and paying expenses and costs of issuance related to the issuance of the Bonds. See “PURPOSE AND PLAN OF FINANCING” herein.
Authorization:	The Bonds are being issued pursuant to the general laws of the State, including Sections 3-31-1 through 3-31-12, 6-14-1 through 6-14-11, 7-19D-1 et seq. NMSA 1978, as amended (the “Act”), the Charter and enactments of the City Council relating to the issuance of the Bonds, including the Bond Ordinance (defined herein) and the Tax Ordinances (defined herein).
Security:	The Bonds are special limited obligations. The Bonds are payable solely from and secured by an irrevocable and first lien (but not necessarily an exclusive

* Preliminary, subject to change.

first lien) upon the revenues derived from two one-quarter percent increments of municipal gross receipts tax at a combined rate of 0.50% as more fully described herein (as defined herein, the “Pledged Revenues”). See “SECURITY FOR THE BONDS” herein.

Special Obligations: THE PRINCIPAL OF AND INTEREST ON THE BONDS WILL BE PAYABLE SOLELY FROM PLEDGED REVENUES, AND WILL NOT BE PAYABLE FROM ANY FUNDS OF THE CITY EXCEPT THE DESIGNATED SPECIAL FUNDS PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS WILL NOT CONSTITUTE AN INDEBTEDNESS NOR A DEBT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION NOR WILL THEY BE CONSIDERED OR HELD TO BE GENERAL OBLIGATIONS OF THE CITY. NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY IS PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS, AND NO OWNER HAS THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE CITY OR THE FORFEITURE OF ANY OF ITS PROPERTY IN CONNECTION WITH ANY DEFAULT UNDER THE BOND ORDINANCE.

Reserve Fund: No deposit shall be required in the 2025 Reserve Fund upon the issuance of the Bonds or at any time thereafter so long as the Pledged Revenues in each Fiscal Year equal or exceed 200% of the maximum annual principal and interest coming due in any subsequent Fiscal Year on all outstanding Parity Bonds. If the Pledged Revenues in any Fiscal Year are insufficient to meet the test set forth in the preceding sentence, the City shall begin making substantially equal monthly deposits in the 2025 Reserve Fund from the first legally available Pledged Revenues so that after 24 months, an amount equal to the 2025 Minimum Reserve will be held in the 2025 Reserve Fund. After the funding of 2025 Reserve Fund as aforesaid, if each certificate from the City Treasurer as set forth above for two (2) consecutive Fiscal Years indicate that the Debt Service Coverage Ratio is at least two hundred percent (200%) of the maximum annual principal and interest coming due in any subsequent Fiscal Year on the outstanding Bonds and other Parity Bonds, if any, any money or securities in the 2025 Reserve Fund may be transferred to other City funds or accounts, and the procedure provided in the first paragraph of above for annual testing of the revenues as provide in the Bond Ordinance shall be reinstated. See “DESCIPRITON OF THE BONDS - *Deposit of Pledged Revenues and Flow of Funds*” herein

Minimum Reserve: The 2025 Minimum Reserve (if required) shall be an amount equal to the least of (i) ten percent of the principal amount of the outstanding Bonds, (ii) the maximum annual debt service on the outstanding Bonds, or (iii) 125% of the average annual debt service on the outstanding Bonds. The 2025 Minimum Reserve shall be recalculated every year on or about June 1.

Optional Prior Redemption: The Bonds maturing on and after June 1, ____ are subject to prior redemption at par at the option of the City, in one or more units of principal of \$5,000 on and after June 1, _____. If the Bonds are optionally redeemed in part, the Bonds

Agenda Item #7.4.

to be so redeemed shall be selected by lot by the Registrar in such manner as the Registrar shall consider appropriate and fair. The redemption price will be the principal amount of each \$5,000 unit so redeemed, accrued interest thereon to the redemption date.

Parity and Subordinate Obligations:	The City entered into a Loan Agreement with the New Mexico Finance Authority dated July 27, 2018 (the “2018 NMFA Loan”) in the original aggregate principal amount of \$1,419,664, now outstanding in the aggregate principal amount of \$219,538, payable from and secured by a first lien, but not an exclusive first lien, on the revenues derived from the one-quarter percent increment of municipal gross receipts tax imposed by Ordinance No. 385 constituting a portion of the Pledged Revenues.
Additional Bonds:	In addition to the Bonds, additional bonds may hereafter be issued and secured by and paid from the Pledged Revenues on parity with the Bonds. The City will not issue additional bonds payable from the Pledged Revenues with a lien prior and superior to the lien of the Bonds thereon. Nothing contained in the Bond Ordinance will be construed in such a manner as to prevent the issuance by the City of additional bonds payable from the Pledged Revenues with a lien thereon subordinate and junior to the lien of the Bonds thereon as permitted by the Bond Ordinance, nor to prevent the issuance of bonds or other obligations refunding all or part of the Bonds as permitted by the Bond Ordinance. See “ADDITIONAL OBLIGATIONS PAYABLE FROM PLEDGED REVENUES” herein.
Tax Matters:	In the opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A. (“Bond Counsel”), based on existing laws of the State of New Mexico as enacted and construed, the Bonds and income from the Bonds are exempt from all taxation by the State of New Mexico or any political subdivision thereof. The Bonds are being issued as federally taxable under the Internal Revenue Code of 1986, as amended. See “TAX MATTERS” herein.
Secondary Market Disclosure:	The City will enter into an undertaking (the “Undertaking”) for the benefit of the holders of the Bonds to send certain financial information and operating data to certain information repositories annually and to provide notice to the Municipal Securities Rulemaking Board of certain events, pursuant to the requirements of Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 (17 C.F.R. Part 240, 240.15c2-12). See “CONTINUING DISCLOSURE” herein.
Delivery:	The delivery of the Bonds is expected on or about February 20, 2025.
Bond Counsel:	Modrall, Sperling, Roehl, Harris & Sisk, P.A., Albuquerque, New Mexico
Paying Agent/Registrar:	City Treasurer, Las Cruces, New Mexico.

OFFICIAL STATEMENT

CITY OF LAS CRUCES, NEW MEXICO

\$21,000,000*

**Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds
Series 2025**

INTRODUCTION

This Official Statement, which includes the cover page and the appendices hereto, sets forth certain information in connection with the offering of \$21,000,000* aggregate principal amount of Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025 (the “Bonds”), to be issued by the City of Las Cruces, Doña Ana County, New Mexico, pursuant to Ordinance No. 3089, adopted on January 6, 2025, as supplemented and amended by a Pricing Certificate to be delivered by an authorized officer of the City on February __, 2025 (together, the “Bond Ordinance”).

The descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive, and reference is made to each document for the complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each document. All capitalized terms used in this Official Statement and not otherwise defined herein have the same meanings as in the Bond Ordinance.

The Bonds are payable and collectible solely from the Pledged Municipal Gross Receipts Tax Revenues (the “Pledged Municipal Gross Receipts Tax Revenues” or “Pledged Revenues”).

Pledged Municipal Gross Receipts Tax Revenues means the revenues derived from two one-quarter percent increments of municipal gross receipts taxes imposed pursuant to the Tax Ordinances, (a) which taxes equal a combined 0.50% of the gross receipts reported or required to be reported by persons engaging in business in the City subject to the exemptions specified in Section 7-19D-5 NMSA 1978 and as required by Section 7-19D-4 NMSA 1978, (b) which amounts are dedicated to general fund purposes and (c) which amounts are collected pursuant to Section 7-19D-7 NMSA 1978 and remitted to the City monthly by the Revenue Division of the Taxation and Revenue Department of the State of New Mexico pursuant to Sections 7-1-6.1 and 7-1-6.12 NMSA 1978, as amended, subject to any increase or decrease made pursuant to Section 7-1-6.15 NMSA 1978, as amended, less any deduction for administrative costs withheld pursuant to Section 7-1-6.41 NMSA 1978, as amended.

The City intends that Section 3-31-6(C) NMSA 1978 applies expressly to the amount of revenues pledged pursuant to the Bond Ordinance (the term “Pledged Revenues” does not include any other local option gross receipts tax revenues, hold harmless distributions received pursuant to Section 7-1-6.46 NMSA 1978, or state shared gross receipts tax revenues received by the City).

The Bonds will be secured by an irrevocable and first lien (but not necessarily an exclusive first lien) on the Pledged Revenues. See “SECURITY FOR THE BONDS” herein.

Pursuant to the Bond Ordinance, the City has covenanted not to repeal or amend any law, ordinance, or resolution in a manner that impairs any of the outstanding Bonds.

* Preliminary, subject to change.

Additional bonds may hereafter be issued and secured by the Pledged Revenues having a lien on the Pledged Revenues on a parity with, or subordinate and junior to, the lien on the Pledged Revenues securing the Bonds. Additional Obligations may not be issued with a lien superior to the lien on the Pledged Revenues securing the Bonds. See “ADDITIONAL OBLIGATIONS PAYABLE FROM PLEDGED REVENUES -- Parity Obligations.”

THE PROJECT

The proceeds of the Bonds will be used for the purpose of paying, discharging, and satisfying the City’s risk management measures entered into in the Full and Final Release of All Claims and Indemnity Agreement in connection with *Estate of Teresa Gomez, et al. v. City of Las Cruces, et al.*, CIV-23-00952 for the benefit of the City and its residents and paying Expenses related to the issuance of the Bonds. See “SOURCES AND USES OF PROCEEDS OF THE BONDS” herein.

SPECIAL FACTORS RELATING TO THE BONDS

The purchase of the Bonds involves special risks and the Bonds may not be appropriate investments for all types of investors. Each prospective investor is encouraged to read this Official Statement in its entirety and to give particular attention to the factors described below, which, among other factors discussed herein, could affect the payment of debt service on the Bonds and could affect the market price of the Bonds to an extent that cannot be determined at this time. The Bonds may not be suitable investments for all persons, and prospective purchasers should evaluate the risks and merits of an investment in the Bonds, and should confer with their own legal and financial advisors before deciding to purchase the Bonds.

Pledged Revenue Collections are Subject to Fluctuation

Gross receipts tax collections are subject to the fluctuations in spending related, in part, to national and local economic conditions, which influence the amount of gross receipts taxes collected. This causes gross receipts tax revenues to increase along with the increasing prices brought about by inflation, but also causes collections to be vulnerable to adverse economic conditions and reduced spending. The City’s economic base and the future collections of Pledged Revenues are directly affected by economic activities in the City. The City’s retail sales are affected by general economic circumstances.

The Pledged Revenues are based on the total gross receipts of the City. Various circumstances and developments, most of which are beyond the control of the City, may have an adverse effect on the future level of Pledged Revenues. Such circumstances may include, among others, adverse changes in national and local economic and financial conditions generally, reductions in the rates of employment and economic growth in the City, the State and the region, a decrease in rates of population growth and rates of residential and commercial development in the City, the County, the State and the region and various other factors. For the Fiscal Year ended June 30, 2024, total unaudited Pledged Revenues were \$18,806,852, approximately 3.17% higher than for the previous fiscal year. See table under “PLEDGED REVENUES” for historical collections. There can be no assurance that Pledged Revenues will continue to _____.

Effective July 1, 2021, New Mexico changed its sourcing rules for determining the imposition of gross receipts tax to destination sourcing based on the rate of gross receipts tax in effect where the goods or products are delivered. See “PLEDGED REVENUES – Taxed Activities” herein.

Bankruptcy and Foreclosure

The ability and willingness of an owner or operator of a business to pay gross receipts taxes may be adversely affected by the filing of a bankruptcy proceeding by the owner. The ability to collect

delinquent gross receipts taxes using foreclosure and sale for non-payment of taxes may be forestalled or delayed by bankruptcy, reorganization, insolvency or other similar proceedings affecting the owner or operator of a business. The Federal bankruptcy laws provide for an automatic stay of foreclosure and sale proceedings, thereby delaying such proceedings, perhaps for an extended period. Delays in the exercise of remedies could result in gross receipts tax collections that may be insufficient to pay debt service on Bonds when due.

Limited Obligations

The Bonds constitute a lien only on the Pledged Revenues. Therefore, the security for the punctual payment of the principal of and interest on the Bonds is dependent on the City's receipt of the Pledged Revenues in amounts sufficient to meet the debt service requirements of the Bonds. See "SECURITY FOR THE BONDS" and "PLEDGED REVENUES" herein. The Bonds and the interest thereon do not constitute a debt or indebtedness of the City within the meaning of any provision or limitation of the Constitution or laws of the State and do not give rise to a pecuniary liability of the City or a charge against its general credit or taxing power. Further, the Bonds are not obligations of the State, and the owners of the Bonds may not look to the State for payment of the principal of or interest on the Bonds.

Additional Parity Obligations and Subordinate Lien Obligations

Pursuant to the Bond Ordinance, the City may issue additional Parity Obligations without Bondholder consent, upon meeting coverage or other financial tests. See "ADDITIONAL OBLIGATIONS PAYABLE FROM PLEDGED REVENUES – Parity Obligations" herein. Parity Obligations would have a lien on the Pledged Revenues on parity with the lien of the Bonds and other outstanding Parity Obligations. As a result, if Pledged Revenues are insufficient to pay debt service on the Bonds and any outstanding Parity Obligations in any year, debt service will be paid on a proportionate basis.

The City is permitted to issue additional obligations with a lien on the Pledged Revenues subordinate to the lien thereon of the Bonds ("Subordinate Lien Obligations").

The City currently has a Loan Agreement with the New Mexico Finance Authority dated July 27, 2018 outstanding in the aggregate principal amount of \$219,538 payable from and secured by a first lien, but not an exclusive first lien, on the revenues derived from the Second 0.25% MGRT Increment. The final maturity of the 2018 NMFA Loan is June 1, 2025. The City does not have any Subordinate Lien Obligations outstanding.

Cybersecurity

The City operates a large and complex information technology infrastructure to support internal and external operations. As is the case with any such environment, the threat of cybersecurity incidents is constant. Such incidents may arise from multiple sources, including unintentional events or actions, intentional insider threat, and deliberate malicious attacks from outside entities. The effect of such threats may include unauthorized access to City systems, data or resources, inappropriate exposure or use of City information, disruption of City services, and damage to City systems.

The City maintains a cybersecurity program that uses a multilayer, multi-vendor approach. Staffing for the program consists of a cybersecurity administrator who is CASP+ certified and an information security specialist. The City has an IT Governance program which provides a technology review, including the review of security standards, for new technology purchases. The City has a Protected Information Management Committee which sets standards for the use and security of protected information within the

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City. The City has cyber security insurance policy with coverage comparable to coverage carried by other U.S. municipalities of a similar size.

Security technology used by the City includes a unified threat management security system, end point security software on all computers, internal and external network traffic inspection, centralized event log correlation and alerting, and honey pot technologies. All computer operating system environments are updated with security updates as they are released. All updates are centrally managed. All City staff are required to attend a cybersecurity awareness training annually. Security penetration testing is performed bi-annually using a third-party auditor.

Secondary Market

Although the Underwriter expects to maintain a secondary market in the Bonds, at this time no guarantee can be made that a secondary market for the Bonds will be maintained by the Underwriter or others. Owners of the Bonds should be prepared to hold their Bonds to maturity or prior redemption.

State Legislation

The State Legislature of the State of New Mexico (the “Legislature”) may amend the laws relating to the levy, calculation and/or the distribution of or otherwise impacting the City’s gross receipts tax revenues. In some cases, the Legislature has made amendments which negatively impacted the amount of gross receipts tax revenues received by local government.

Changes to Deductions and Exemptions.

In 2004, the Legislature adopted legislation creating a deduction from gross receipts tax for receipts from retail sales of food (not including restaurant sales and certain sales of prepared foods) as defined for federal food stamp program purposes. Retailers are required to report receipts from sales of such groceries and then claim the deduction. The statute provides for payments to be made from the State general fund to reimburse local governments for revenues lost as a result of the new deduction (the “Hold Harmless Distributions”). In the same year the Legislature created a deduction from gross receipts tax for receipts of licensed medical care providers from Medicare Part C and managed health plans that by contract do not reimburse providers for gross receipts tax. This legislation includes provision for payments from the State general fund to reimburse local governments for revenues lost as a result of this deduction.

Phase out of Hold Harmless Distributions.

In 2013, the New Mexico Legislature enacted House Bill 641 which amended several provisions of New Mexico’s tax code, including a phased reduction in the Hold Harmless Distributions under Section 7-1-6.46 NMSA 1978 to certain municipalities and counties over 15 years starting in the Fiscal Year beginning July 1, 2015. In order to offset the reduced Hold Harmless Distributions, the law allowed municipalities and counties to impose a local option gross receipts tax up to $\frac{3}{8}$ th of a percent (the “Hold Harmless Gross Receipts Tax”). The City enacted a three-eighths of one percent Hold Harmless Gross Receipts Tax in 2013, but is not pledging the Hold Harmless Gross Receipts Tax to the repayment of the Bonds.

In 2019, the Legislature enacted House Bill 479 which repealed prior restrictions on the permitted uses of several municipal local option gross receipts taxes “de-earmarking” them, and also repealed several local option increments of gross receipts tax, including the Hold Harmless Gross Receipts Tax, and authorized an increase in the unrestricted municipal local option rate from 1.5 percent to 2.5 percent.

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In 2022, the Legislature enacted House Bill 163 which made further changes to the State’s tax code including changes to Section 7-1-6.46 and the hold harmless distributions. The legislation adjusted the hold harmless distribution phase-out for certain municipalities and counties based on poverty levels within the jurisdiction. In addition, for a municipality that had adopted a Hold Harmless Gross Receipts Tax as of June 30, 2019, such as the City, the maximum Hold Harmless Distribution is now based on the municipal local option gross receipts tax rates in effect for the municipality on January 1, 2007 rather than the current total enactments of municipal local option gross receipts tax.

The law as currently enacted will result in annual reductions and ultimately the elimination of the Hold Harmless Distributions to the City beginning on July 1, 2015, as follows:

<u>Fiscal year beginning July 1</u>	<u>% of Total Hold Harmless Distribution*</u>
2015	94%
2016	88%
2017	82%
2018	76%
2019	70%
2020	63%
2021	56%
2022	49%
2023	42%
2024	35%
2025	28%
2026	21%
2027	14%
2028	7%
2029	-0-

* Based on percentage of total deductions from gross receipts claimed for sale of food at retail food stores and services provided by health care practitioners.

The City is not pledging the Hold Harmless Distributions associated with the Pledged Municipal Gross Receipts Tax Revenues to the repayment of the Bonds. SEE “PLEDGED REVENUES” herein.

Future Legislation Affecting Pledged Revenues.

Other amendments to State laws affecting taxed activities and distribution of gross receipts tax revenues have been and continue to be proposed from time to time. The extent and likelihood of passage of tax reform cannot be determined at this time. Such changes or amendments could be proposed in the future by the Legislature. There is no assurance that any future amendments will not adversely affect activities now subject to the gross receipts tax or distribution of gross receipts tax revenues to the City. Notwithstanding the foregoing, the provisions of State law authorizing the issuance of revenue bonds (including gross receipts tax bonds such as the Bonds) include a provision stating that any law which authorizes the pledge of revenues to the payment of revenue bonds, or which affects the pledged revenue “shall not be repealed or amended or otherwise directly or indirectly modified in such a manner as to impair adversely any such outstanding revenue bonds.”

City Cannot Increase Distributions of Taxes

The City has not control over the rate at which the pledged Revenues are distributed to the City; the rate of distribution can be increased only by action of the Legislature. Although it is possible that the Legislature will increase the rate of distribution to the City, there is currently no legislation proposed or pending to increase the rate of distribution to the City.

Certain Risks Associated with COVID-19 and other Public Health Emergencies

The outbreak of COVID-19, (the “COVID-19”), a respiratory disease caused by a novel strain of coronavirus, which spread to many countries, including the United States, was declared a global pandemic by the World Health Organization. COVID-19 affected travel, commerce, and financial markets globally, and impacted economies worldwide. The federal government and state and local governments, including the City, announced orders, recommendations and other measures intended to slow the spread of COVID-19, including limiting the size of public gatherings and regulating public spaces in order to minimize interpersonal contact.

Beginning in March 2020, New Mexico Governor Michelle Lujan Grisham declared a Public Health Emergency, and the New Mexico Department of Health Secretary issued numerous public health orders pertaining to COVID-19. On March 31, 2023, the Governor Lujan Grisham ended the Executive Order Declaration, and the New Mexico Department of Health Secretary issued the Final Order Rescinding and Withdrawing All Department of Health Public Health Orders Related to the COVID-19 Public Health Emergency. During the COVID-19 outbreak, the City undertook actions including the following: implementation of policies and procedures to minimize COVID-19 exposure and spread, development of a continuity operations plan outlining essential operations to the community and organization, including resources required to continue essential operations during an emergency or disruption.

A portion of the City’s economy is dependent on tourism and the foregoing impacts of the spread of COVID-19 and its continued adverse effect on the level of tourism activity and commercial activity within the City will impact the City’s financial operations. The City relies on gross receipts tax collections as well as business and tourist travel to generate the Pledged Revenues to pay debt service on the Bonds and other Parity Bonds and Subordinate Bonds.

The degree of impact from future COVID-19 outbreaks to the City’s financial operations is difficult to predict due the evolving nature of the COVID-19 transmission, including uncertainties relating to (i) the duration of a future outbreak, (ii) the severity of the future outbreak, and (iii) the ultimate geographic spread of the future outbreak, as well as with regard to what additional actions may be taken by governmental authorities to contain or mitigate its impact. Notwithstanding the foregoing, the City does not believe that the impacts of the spread of future outbreaks of COVID-19 will have a material adverse effect on its ability to pay debt service on the Bonds.

Future regional, national or global public health emergencies or pandemics could have materially adverse regional, national or global economic and social impacts causing, among other things, the promulgation of local or state orders limiting certain activities, extreme fluctuations in financial markets and contraction in available liquidity, prohibitions of gatherings and public meetings in such places as entertainment venues, extensive job losses and declines in business activity across important sectors of the economy, impacts on supply chain and availability of resources, declines in business and consumer confidence that negatively impact economic conditions or cause an economic recession. The City cannot predict the extent to which its operations or financial condition may decline nor the amount of increased costs, if any, that may be incurred by the City associated with operating during any public health emergencies, including, but not limited to, the amount of (1) costs to clean, sanitize and maintain its

facilities, (2) costs to hire substitute employees, (3) costs to acquire supporting goods and services, or (4) costs to operate remotely and support the employees of the City. Accordingly, the City cannot predict the effect any public health emergencies will have on the finances or operations of the City or whether any such effects will have a material adverse effect on the Pledged Revenues and the City's ability to pay debt service on the Bonds.

Climate Change and Natural Disasters

The City could experience, and is susceptible to additional, weather events and natural disasters that could be deemed extreme including, without limitation, periods of heat, droughts, floods, mud slides, tornadoes and other wind conditions and wildfires, which could result in negative economic impacts on the City. Such effects may be exacerbated by a longer term shift in the climate over several decades, commonly referred to as climate change. Numerous scientific studies on climate change show that, among other effects on the global ecosystem, extreme temperatures may become more common, and extreme weather events may become more frequent as a result of increasing global temperatures attributable to atmospheric pollution. As a result, the City could lose tax revenues and many residents, businesses, and governmental operations could be displaced. Additionally, climate change concerns have led, and may continue to lead, to new laws and regulations at the federal and state levels (including but not limited to air, water, hazardous substances and waste regulations) that could have a material adverse effect on the operations and/or financial condition of the City. The City cannot predict the occurrence or extent of any future extreme weather events or natural disasters or the economic impacts that the occurrence of any such events may have on the City.

Bond Rating

There is no assurance that the rating assigned to the Bonds will not be lowered or withdrawn at any time, the effect of which could adversely affect the market price or the marketability of the Bonds. See the information herein under the caption "RATING."

Forward-Looking Statements

This Official Statement contains statements relating to future results that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words "estimate," "forecast," "intend," "expect," and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware that there are likely to be differences between forward-looking statements and actual results. Those differences could be material and could impact the availability of Pledged Revenues to pay debt service on the Bonds.

DESCRIPTION OF THE BONDS

General

The Bonds are being issued in the aggregate principal amount of \$21,000,000* to provide funds for the Project. See "PURPOSE AND PLAN OF FINANCING" herein.

* Preliminary, subject to change

The Bonds will be dated the date of delivery. The Bonds will bear interest from their dated date at the rates, and will mature in the amounts and on the dates set forth on the inside cover page of this Official Statement. Interest on the Bonds will be payable semi-annually on June 1 and December 1 of each year, commencing June 1, 2025. The Bonds will bear interest from the most recent interest payment date to which interest has been fully paid or duly provided for or, if no interest has been paid, from the date of issuance. The Bonds will be issued as fully registered bonds without coupons in denominations of \$5,000 or any integral multiple thereof.

Payment - Regular Record Date

Principal and interest on the Bonds shall be payable in lawful money of the United States of America, without deduction for exchange or collection charges. Principal shall be payable in immediately available funds at maturity or redemption thereof upon presentation and surrender of such Bond at the principal office of the Paying Agent or at the designated office of any successor Paying Agent. Upon any partial prior redemption of any Bond, the registered owner, in its discretion, may request the Registrar to authenticate a new Bond or to make a notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Paying Agent prior to payment. Interest on the Bonds shall be payable by check or draft mailed to the registered owner thereof (or in such other manner as may be agreed upon by the Paying Agent and the registered owner), as shown on the registration books maintained by the Registrar at the address appearing therein on the 15th day of the calendar month next preceding the Interest Payment Date (the "Record Date"). Any interest which is not timely paid or provided for shall cease to be payable to the owner thereof (or of one or more predecessor Bonds) as of the Record Date, but shall be payable to the owner thereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to Bond owners not less than ten (10) days prior thereto. If any Bond presented for payment remains unpaid at maturity or redemption, it shall continue to bear interest at the rate or rates designated in, and applicable to, such Bond from time to time. If any Bond is not presented for payment at maturity or redemption when funds available therefor have been deposited with the Paying Agent, it shall cease bearing interest on and from the date of maturity or redemption.

Optional Redemption

The Bonds maturing on or after June 1, ____ are subject to prior redemption at the City's option in whole or in part at any time on and after June 1, ____ in whole or in part at any time, in such order of maturities as the City may determine (and by lot if less than all Bonds of such maturity is called, such selection by lot to be made by the Registrar in such manner as considered appropriate and fair) for the principal amount so redeemed plus accrued interest to the redemption date. Redemption shall be made upon prior notice mailed to each registered owner of each Series 2025 Bond selected for redemption as shown on the registration books kept by the Registrar in the manner and upon the conditions provided in the Bond Ordinance.

Redemption Procedures

Notice of optional redemption shall be given by the Registrar by sending a copy of such notice in the manner required by the Depository or by first-class, postage prepaid mail at least thirty (30) days prior to the redemption date to the registered owner of each Bond, or portion thereof, to be redeemed at the address shown as of the close of business of the Registrar on the fifth day prior to the mailing of notice on the registration books kept by the Registrar. The City shall give notice of optional redemption of the Bonds to the Registrar at least forty-five (45) days prior to the redemption date (unless such deadline is waived by

the Registrar). The Registrar's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. Notices of redemption shall specify the maturity dates and the number or numbers of the Bonds to be redeemed (if less than all are to be redeemed) and if less than the full amount of any Bond is to be redeemed, the amount of such Bond to be redeemed, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond to be redeemed at the office of the Paying Agent the principal amount to be redeemed plus accrued interest to the redemption date and that from and after such date interest will cease to accrue on such amount. Notice having been given in the manner provided in the Bond Ordinance, the Bond or Bonds so called for redemption shall become due and payable on the redemption date so designated and if an amount of money sufficient to redeem all Bonds called for redemption shall on the redemption date be on deposit with the Paying Agent, the Bonds to be redeemed shall be deemed not outstanding and shall cease to bear interest from and after such redemption date. Upon presentation of the Bonds to be redeemed at the office of the Paying Agent, the Paying Agent will pay the Bond or Bonds so called for redemption with funds deposited with the Paying Agent by the City.

Conditional Redemption

If money or Defeasance Obligations (as defined in the Bond Ordinance) sufficient to pay the optional redemption price of the Bonds to be called for optional redemption are not on deposit with the Paying Agent prior to the giving of notice of optional redemption pursuant to paragraph A of this Section, such notice shall state such Bonds will be redeemed in whole or in part on the optional redemption date in a principal amount equal to that part of the optional redemption price received by the Paying Agent on the applicable optional redemption date. If the full amount of the optional redemption price is not received as set forth in the preceding sentence, the notice shall be effective only for those Bonds for which the optional redemption price is on deposit with the Paying Agent. If all Bonds called for optional redemption cannot be redeemed, the Bonds to be redeemed shall be selected in the manner deemed reasonable and fair by the City and the Registrar shall give notice, in the manner in which the original notice or optional redemption was given, that such money was not received and the information required by the Bond Ordinance. In that event, the Registrar shall promptly return to the Owners thereof the Bonds or certificates which it has received evidencing the part thereof which have not been optionally redeemed.

Registration, Transfer and Exchange of Bonds

The City shall cause books for registration, transfer, and exchange of the Bonds as provided in the Bond Ordinance to be kept at the principal office of the Registrar. Upon surrender for transfer or exchange of any fully registered Bond at the principal office of the Registrar duly endorsed by the registered owner or his attorney duly authorized in writing, or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Registrar and duly executed, the Registrar shall authenticate and deliver, not more than three (3) business days after receipt of the Bond or Bonds to be transferred, in the name of the transferee or registered owner, as appropriate, a new Bond or Bonds in authorized denominations, in fully registered form of the same aggregate principal amount, maturity and interest rate.

The Registrar shall not be required to transfer or exchange any Bond (i) during the period of fifteen (15) days next preceding the mailing of notice calling any Bonds for redemption as herein provided, or (ii) after the mailing to registered owners of notice calling such Bonds or portion thereof for redemption as herein provided. The Registrar shall close books for change of registered owners' addresses on each Record Date; transfers will be permitted within the period from each Record Date to each Interest Payment Date, but such transfers shall not include a transfer of accrued interest payable.

The person in whose name any Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either the principal of or interest on any such Bond shall be made only to or upon the order of the registered owner thereof or his legal representative as stated herein, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such Bond, if mutilated, and such evidence, information or indemnity relating thereto as the Registrar may reasonably require, if lost, stolen or destroyed, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity and interest rate, bearing a number or numbers not contemporaneously outstanding. If any such lost, stolen, destroyed or mutilated Bond shall have matured or have been called for redemption, the Registrar may request the Paying Agent to pay such bond in lieu of replacement.

Book-Entry Only System

Unless otherwise noted, the information contained under the caption “General” below has been provided by DTC. The City makes no representations as to the accuracy or the completeness of such information. The Beneficial Owners of the Bonds should confirm the following information with DTC, the Direct Participants or the Indirect Participants.

NEITHER THE CITY NOR THE FISCAL AGENT WILL HAVE RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, TO INDIRECT PARTICIPANTS, OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT, OR ANY INDIRECT PARTICIPANT; (B) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE BONDS UNDER THE BOND ORDINANCE, (C) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE BONDS; (D) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OR INTEREST DUE WITH RESPECT TO THE OWNER OF THE BONDS; (E) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNERS OF BONDS; OR (F) ANY OTHER MATTER REGARDING DTC.

General.

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for the Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct

Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. The City undertakes no responsibility for and makes no representations as to the accuracy or the completeness of the content of such material contained on that website as described in the preceding sentence including, but not limited to, updates of such information or links to other Internet sites accessed through the aforementioned website.

Purchases of the Bonds under the DTC system must be made by or through Direct or Indirect Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual Underwriter of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

While the Bonds are in the book-entry only system, redemption notices will be sent to DTC. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

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Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the City or agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City. Under such circumstances, in the event that a successor depository is not obtained, certificates representing the Bonds are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates representing the Bonds will be printed and delivered to DTC.

The information in this Official Statement concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but neither the City nor the Underwriter takes any responsibility for the accuracy thereof.

Source of Payment

The Bonds are payable and collectible solely from an irrevocable and first lien (but not necessarily an exclusive first lien) on the Pledged Revenues. See "PLEDGED REVENUES" herein.

All of the Bonds, together with the interest accruing thereon, shall be payable and collectible solely out of the Pledged Revenues, which are irrevocably so pledged by the Bond Ordinance. The registered owner or owners of the Bonds may not look to any general or other fund for the payment of the principal of or interest on such obligations, except the designated special funds pledged therefor. The Bonds shall not constitute an indebtedness or a debt within the meaning of any constitutional or statutory provision or limitation; nor shall they be considered or held to be general obligations of the City.

Funds and Accounts

The Bond Ordinance creates the following funds and accounts for the Bonds: (i) a 2025 Acquisition Fund, (ii) a Pledged Revenue Fund, (iii) a 2025 Debt Service Fund, and (iv) a 2025 Reserve Fund.

Disposition of Bond Proceeds

The proceeds from the sale of the Bonds shall be applied by the City simultaneously with the delivery of the Bonds to the Purchaser in the following manner and priority:

Expenses. An amount necessary, together with other legally available funds of the City, shall be used to pay costs of issuance of the Bonds.

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2025 Acquisition Fund. Proceeds derived from the sale of the Bonds shall be deposited promptly upon the receipt thereof in the Series 2025 Acquisition Fund. Until the Completion date, the money in the Series 2025 Acquisition Fund shall be used and paid out solely for the purpose of the Series 2025 Project in compliance with applicable law.

2025 Reserve Fund or Reserve Fund Insurance Policy. No deposit of proceeds of the Bonds or other City moneys shall be required in the 2025 Reserve Fund shall be required on the date of issuance of the Bonds or at any time thereafter, except in the circumstances and on the conditions described in the Bond Ordinance.

Project Completion. As soon as practicable, after the completion of the 2025 Project, and in any event not more than 60 days after the completion of the 2025 Project, any balance remaining in the 2025 Acquisition Fund (other than any amount retained by the City for any Project costs not then due and payable) shall be transferred from the 2025 Acquisition Fund and deposited in the 2025 Debt Service Fund and used by the City to pay principal and interest on the Bonds as same become due.

Deposit of Pledged Revenues and Flow of Funds.

A. Administration of Pledged Revenue Funds. So long as any of the Bonds shall remain outstanding, either as to principal or interest or both, the following payments shall be made monthly from the Pledged Revenues.

B. Debt Service Fund Payments. The following amounts shall be withdrawn from the Revenue Fund (and on parity with other outstanding Parity Bonds), and shall be concurrently credited to the 2025 Debt Service Fund (unless the City determines that such amounts shall be withdrawn from such funds in some other order):

(1) Monthly, commencing on the first day of the month immediately succeeding the delivery of the Bonds, an amount in equal monthly installments necessary, together with any other moneys therein and available therefor, to pay the next maturing installment of interest on the Bonds, and monthly thereafter, commencing on each Interest Payment Date, one-sixth (1/6) of the amount necessary to pay the next maturing installment of interest on the Bonds then outstanding.

(2) Monthly, commencing on the first day of the month immediately succeeding the delivery of the Bonds, an amount in equal monthly installments necessary, together with any other moneys therein and available therefor, to pay the next maturing installment of principal of the outstanding Bonds and monthly thereafter, commencing on each principal payment date, one-twelfth (1/12) of the amount necessary to pay the next maturing installment of principal on the Bonds then outstanding.

C. Credit. In making the deposits required to be made into the 2025 Debt Service Fund, if there are any amounts then on deposit in the 2025 Debt Service Fund available for the purpose for which such deposit is to be made, the amount of the deposit to be made pursuant to paragraph B above shall be reduced by the amount available in such fund for such purpose.

D. Transfer of Money out of 2025 Debt Service Fund. Each payment of principal and interest becoming due on the Bonds shall be transferred from the 2025 Debt Service Fund to the Paying Agent on or before two Business Days prior to the due date of such payment.

E. 2025 Reserve Fund and Reserve Fund Insurance Policy. The City Treasurer or successor, on or before the 150th day after the close of each Fiscal Year, shall prepare a certificate stating the ratio of coverage of Pledged Revenues to the combined maximum annual principal and interest coming

due in any subsequent Fiscal Year on the outstanding Bonds and other Parity Obligations (the “Debt Service Coverage Ratio”). No deposit shall be required in the 2025 Reserve Fund upon the issuance of the Bonds or any time thereafter so long as the Pledged Revenues in each Fiscal Year equal or exceed 200% of the maximum annual principal and interest coming due in any subsequent Fiscal Year on all outstanding Parity Bonds. If the Pledged Revenues in any Fiscal Year are insufficient to meet the test set forth in the preceding sentence, the City shall begin making substantially equal monthly deposits in the 2025 Reserve Fund from the first legally available Pledged Revenues so that after 24 months, an amount equal to the 2025 Minimum Reserve will be held in the 2025 Reserve Fund. After funding the 2025 Reserve Fund in an amount equal to the 2025 Minimum Reserve, no additional payments need be made into the 2025 Reserve Fund so long as the moneys therein shall equal not less than the 2025 Minimum Reserve. Such accumulations shall be made from Pledged Revenues second and subordinate to the payments referred to in subparagraph (B) of this Section 17. In the event that the funding of the 2025 Reserve Fund is required, the City may satisfy the requirement by depositing a Reserve Fund Insurance Policy with coverage in the amount of the 2025 Minimum Reserve.

After the funding of 2025 Reserve Fund as aforesaid, if each certificate from the City Treasurer required under paragraph (E) above for two (2) consecutive Fiscal Years indicate that the Debt Service Coverage Ratio is at least two hundred percent (200%) of the maximum annual principal and interest coming due in any subsequent Fiscal Year on the outstanding Bonds and other Parity Bonds, if any, any money or securities in the 2025 Reserve Fund may be transferred to other City funds or accounts, and the procedure provided in the first paragraph of this subparagraph (E) shall be reinstated. The moneys (if any) in the 2025 Reserve Fund shall be accumulated and maintained as a continuing reserve to be used, except as hereinafter provided in paragraph (F) and (H) of this Section, only to prevent deficiencies in the payment of the principal of and interest on the Bonds resulting from failure to deposit into the 2025 Debt Service Fund sufficient funds to pay the principal and interest on the Bonds as the same accrue.

F. Defraying Delinquencies in the 2025 Debt Service Fund and 2025 Reserve Fund. If, on any Interest Payment Date, the amount on deposit in the 2025 Debt Service Fund is insufficient to pay principal of and interest on the Bonds then due, then an amount shall be paid into the 2025 Debt Service Fund on such date from the 2025 Reserve Fund (if moneys are then on deposit in the 2025 Reserve Fund) equal to the amount of the insufficiency. The money deposited in the 2025 Debt Service Fund from the 2025 Reserve Fund, if any, shall be replaced in the 2025 Reserve Fund in 24 substantially equal monthly deposits commencing on the first day of the first month immediately succeeding the draw on the 2025 Reserve Fund. Such accumulation shall be made from the Pledged Revenues second to the payments required by paragraph B of this Section. If, in any month, the City shall, for any reason, fail to pay into the 2025 Reserve Fund the full amount required, the difference between the amount paid and the amount so stipulated shall be paid therein from the first Pledged Revenues thereafter received and not required to be otherwise applied. The moneys in the 2025 Reserve Fund shall be used solely and only for the purpose of paying any deficiencies in the payment of the principal of and the interest on the 2025 Bonds; provided, however, that any moneys at any time in excess of the 2025 Minimum Reserve in the 2025 Reserve Fund may be withdrawn therefrom and applied to any other lawful purpose. Any investments held in the 2025 Reserve Fund shall be valued annually, on or about June 1, at their current fair market value and, if the amount then on deposit in the 2025 Reserve Fund exceeds the 2025 Minimum Reserve, all amounts in excess of the 2025 Minimum Reserve shall be transferred to the 2025 Debt Service Fund and used to pay principal of and interest on the Bonds.

G. Payment of Parity Obligations. Concurrently with and on the same priority as the payment of the Pledged Revenues required by paragraphs B, E and F of this Section, any amounts on deposit in the Revenue Fund shall be used by the City for the payment of principal of, interest on and debt service reserve fund deposits relating to outstanding Parity Bonds payable from the Pledged Revenues, as the same become due. If funds on deposit in the Revenue Fund are not sufficient to pay when due the required

payments of principal of, interest on and debt service reserve fund deposits relating to the 2025 Bonds and any other outstanding Parity Bonds, then the available funds in the Revenue Fund will be used, first, on a pro rata basis, based on the amount of principal and interest then due with respect to each series of outstanding Parity Bonds, for the payment of principal of and interest on all series of outstanding Parity Bonds and, second, to the extent of remaining available funds in the Revenue Fund on a pro rata basis, based on the amount of debt service reserve fund deposits then required with respect to each series of outstanding Parity Bonds, for the required debt service reserve fund deposits for all series of outstanding Parity Bonds.

H. Termination Upon Deposits to Maturity. No payment shall be made into the 2025 Debt Service Fund or the 2025 Reserve Fund (if required to be funded) if the amounts in such funds total a sum at least equal to the entire aggregate amount due as to principal, premium, if any, and interest, on the Bonds to their respective maturities or applicable redemption dates, in which case moneys in the 2025 Debt Service Fund and the 2025 Reserve Fund in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in the 2025 Debt Service Fund and the 2025 Reserve Fund may be used as provided below.

I. Payment of Parity Subordinate Obligations. Subsequent to the payments required by paragraphs B, E, F and G of this Section, any balance remaining in the Pledged Revenue Fund, after making the payments hereinabove provided shall be used by the City for the payment of interest on and the principal of the Parity Subordinate Obligations now outstanding or hereafter authorized having a lien on any of the Pledged Revenues subordinate to the lien thereon of the Bonds, issued and payable from the Pledged Revenues, as the same become due. Payments with respect to principal, interest and reserve funds for any such Parity Subordinate Obligations may be made at any intervals as may be provided in the ordinance or resolution authorizing such additional Parity Subordinate Obligations.

J. Surplus Revenues. After making all the payments hereinabove required to be made by this Section, the remaining Pledged Revenues, if any, may be applied to any other lawful purpose, as the City may from time to time determine.

General Administration of Funds

The funds designated above shall be administered and invested as follows:

A. Places and Times of Deposits. The funds shall be separately maintained as a trust fund or funds for the purposes established and shall be invested by the City in Permitted Investments or deposited in one or more bank accounts in an Insured Bank or Banks. Each fund or account shall be continuously secured to the extent required by law and shall be irrevocable and not withdrawable by anyone for any purpose other than the designated purpose. Payments shall be made into the proper fund or account on the first day of the month except when the first day shall not be a Business Day, then payment shall be made on the next succeeding Business Day. No later than two Business Days prior to each Interest Payment Date, moneys sufficient to pay interest and principal then due on the Bonds shall be transferred to the Paying Agent. Nothing in the Bond Ordinance shall prevent the City from establishing one or more bank accounts in an Insured Bank or Banks for all the funds required by the Bond Ordinance or shall prevent the combination of such funds and accounts with any other bank account or accounts or investments for other funds and accounts of the City.

B. Investment of Moneys. Moneys in the 2025 Reserve Fund shall be invested in accordance with paragraph C of this Section, and moneys in any other fund or account not immediately needed may be invested in any investment permitted by the laws of the State or by the Charter. The obligations so purchased as an investment of moneys in any fund or account shall be deemed to be part of

such fund or account, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, and any loss resulting from such investment shall be charged to such fund or account. The City Treasurer shall present for redemption or sale on the prevailing market any obligations so purchased as an investment of moneys in the fund or account whenever it shall be necessary to do so in order to provide moneys to meet any payment or transfer from such fund.

C. Reserve Fund. Moneys, if any, in the 2025 Reserve Fund may be invested only in Permitted Investments with an average aggregate weighted term to maturity not greater than five years. The City shall annually on or about June 1 of each year, commencing on the first June 1 succeeding funding of the 2025 Reserve Fund, value the 2025 Reserve Fund on the basis of the current fair market value of deposits and investments credited to each of the 2025 Reserve Fund. If, upon any valuation, the value of the 2025 Reserve Fund exceeds the 2025 Minimum Reserve, the excess amount shall be withdrawn and deposited into the 2025 Debt Service Fund or may be applied to any lawful purpose; if the value is less than the applicable requirement, the City shall replenish such amounts from the first Pledged Revenues thereafter received not required to be otherwise applied or other monies legally available therefor.

At such time as the Bonds are paid in full or are deemed to be paid in full, the amount on deposit in the 2025 Reserve Fund may be used to pay the final installments of principal and interest on the Bonds and otherwise may be withdrawn and transferred to the City to be used for any lawful purpose.

If moneys have been withdrawn from the 2025 Reserve Fund and deposited into the 2025 Debt Service Fund to prevent a default on the Bonds, then the City will pay, from Pledged Revenues or other monies legally available therefor, the full amount so withdrawn or so much as shall be required to restore the 2025 Reserve Fund to the 2025 Minimum Reserve. Such repayment shall be made as required by the Bond Ordinance.

Additional Parity Obligations and Subordinate Obligations

Parity Bonds Test. The Bond Ordinance does not prevent the issuance of additional Parity Bonds payable from and constituting a lien upon the Pledged Revenues on parity with the lien of the Bonds. Before any additional Parity Bonds are actually issued, it must be determined that:

(1) The City is then current in the accumulation of all amounts which are then required to be on deposit in the 2025 Debt Service Fund and the 2025 the Reserve Fund, in accordance with Section 17 of the Bond Ordinance; and

(2) The Pledged Revenues received by the City in the Fiscal Year immediately preceding the date of issuance of the proposed additional Parity Bonds shall have been sufficient to pay an amount representing (a) at least 200% of the combined maximum annual principal and interest coming due in any subsequent Fiscal Year on (1) the outstanding Bonds, (2) other outstanding Parity Bonds payable from and constituting a lien upon the Pledged Revenues, and (3) the Parity Bonds proposed to be issued and (b) at least 150% of the combined maximum annual principal and interest coming due in any subsequent Fiscal Year on (1) the outstanding Parity Bonds, (2) the outstanding Parity Subordinate Bonds, and (3) the Parity Bonds proposed to be issued.

For purposes of the test set forth in clause (2) above, if on the date of issuance of the additional Parity Bonds, (a) any amount of the reserve fund requirement for the additional Parity Bonds is immediately deposited in or credited to the reserve fund for the additional Parity Bonds or, (b) any amount of the reserve fund requirement for any issue of outstanding Parity Bonds or outstanding Parity Subordinate Bonds is then on deposit in or credited to the reserve fund for any issue of outstanding Parity Bonds or outstanding Parity Subordinate Bonds, respectively, then the amounts on deposit in or credited to the

respective reserve funds shall be deducted from the principal and interest coming due in the final Fiscal Year for the additional Parity Bonds or any issue of outstanding Parity Bonds or outstanding Parity Subordinate Bonds for which such reserve fund was created.

Certification or Opinion Regarding Pledged Revenues. A written certificate or opinion by an Independent Accountant or the City Treasurer or City Financial Services Director, that the Pledged Revenues are sufficient to pay the required amounts under the test set forth above, shall conclusively determine the right of the City to issue additional Parity Bonds. The Independent Accountant, City Treasurer or City Financial Services Director may utilize the results of any annual audit to the extent it covers the applicable period.

Additional Parity Subordinate Bonds Test. The Bond Ordinance does not prevent the issuance of additional Parity Subordinate Bonds payable from and constituting a lien upon the Pledged Revenues on subordinate to the lien thereon of the Bonds and other outstanding Parity Bonds. Before any additional Parity Subordinate Bonds are actually issued, it must be determined that:

(1) The City is then current in the accumulation of all amounts which are then required to be on deposit in the debt service funds and reserve funds for the outstanding Parity Bonds and the outstanding Parity Subordinate Bonds; and

(2) The Pledged Revenues received by the City in the Fiscal Year immediately preceding the date of issuance of the proposed additional Parity Subordinate Bonds shall have been sufficient to pay an amount representing at least 150% of the combined maximum annual principal and interest coming due in any subsequent Fiscal Year on (1) the outstanding Parity Bonds, (2) the outstanding Parity Subordinate Bonds, and (3) the Parity Subordinate Bonds proposed to be issued.

For purposes of the test set forth in clause (2) above, if on the date of issuance of the additional Parity Subordinate Bonds, (a) any amount of the reserve fund requirement for the additional Parity Subordinate Bonds is immediately deposited in or credited to the reserve fund for the additional Parity Subordinate Bonds or, (b) any amount of the reserve fund requirement for any issue of outstanding Parity Bonds or outstanding Parity Subordinate Bonds is then on deposit in or credited to the reserve fund for any issue of outstanding Parity Bonds or outstanding Parity Subordinate Bonds, respectively, then the amounts on deposit in or credited to the respective reserve funds shall be deducted from the principal and interest coming due in the final Fiscal Year for the additional Parity Subordinate Bonds or any issue of outstanding Parity Bonds or outstanding Parity Subordinate Bonds for which such reserve fund was created.

A written certificate or opinion by an Independent Accountant or the City Treasurer or City Financial Services Director, that the Pledged Revenues are sufficient to pay the required amounts under the test set forth for the Additional Parity Subordinate Bonds Test above, shall conclusively determine the right of the City to issue additional Parity Subordinate Bonds. The Independent Accountant, City Treasurer or City Financial Services Director may utilize the results of any annual audit to the extent it covers the applicable period.

Superior Obligations Prohibited. The City shall not issue any obligation having a lien on any of the Pledged Revenues pledged by the Bond Ordinance which is prior and superior to the Bonds.

Super Subordinate Obligations Permitted. Nothing in the Bond Ordinance prevents the City from issuing bonds or other obligations payable from the Pledged Revenues pledged by the Bond Ordinance and having a lien on the Pledged Revenues subordinate to the lien of the Parity Subordinate Bonds.

Refunding Bonds

The provisions of the Bond Ordinance described above are subject to the following exceptions:

Privilege of Issuing Refunding Obligations. If at any time the City shall find it desirable to refund any outstanding obligations constituting a lien upon the Pledged Revenues, the Bonds or other obligations, or any part thereof, such obligations may be refunded, but only with the consent of the holders, unless the obligations shall then mature or be callable for redemption, or the plan of refunding calls for payment of the obligations at maturity or at a redemption date, regardless of whether the lien priority is changed by the refunding except that superior obligations are prohibited as provided in the Bond Ordinance and except as provided below.

Limitation Upon Issuance of Parity Refunding Obligations and Parity Subordinate Refunding Obligations. No refunding obligations shall be issued with a lien on the Pledged Revenues on parity with the lien of the Bonds, unless:

- (1) The lien on the Pledged Revenues of the outstanding obligations so refunded is on parity with the lien on the Pledged Revenues of the Bonds; or
- (2) The refunding obligations are issued in compliance with the Additional Parity Obligations test set forth in the Bond Ordinance.

No refunding obligations shall be issued with a lien on the Pledged Revenues subordinate to the lien of the Bonds and other outstanding Parity Bonds, unless:

- (1) The lien on the Pledged Revenues of the outstanding obligations so refunded is subordinate to the lien of the Bonds and the other outstanding Parity Bonds and is on parity with the lien on the Pledged Revenues of the outstanding Parity Subordinate Bonds; or
- (2) The refunding obligations are issued in compliance with the Additional Parity Subordinate Obligations Test set forth in the Bond Ordinance.

Refunding Part of an Issue. The refunding bonds or other refunding obligations issued shall enjoy complete equality of lien with the portion of any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the owner or owners of the same issue refunded thereby. If only a part of any issue or issues is refunded, then there may be no refunding without the consent of the holders of the unrefunded portion of such obligations, unless:

- (1) The refunding obligations do not increase the aggregate principal and interest requirements for any Fiscal Year commencing prior to the last maturity date of such unrefunded obligations; or
- (2) The lien of the refunding obligations is subordinate to the lien of any obligations not refunded; or
- (3) The refunding bonds or other refunding obligations are issued in compliance with the Additional Parity Bonds Test or Additional Parity Subordinate Bonds Test set forth in the Bond Ordinance and described above.

Limitation Upon Issuance of Any Refunding Obligations. Any refunding obligations payable from Pledged Revenues shall be issued with such details as the City Council may provide, subject to the inclusion

of any such rights and privileges designated above, but without impairing any contractual obligation imposed by any proceedings authorizing any unrefunded portion of any issue or issues, including the Bonds.

City Covenants in the Bond Ordinance

The City has covenanted in the Bond Ordinance, among other things:

Use of Bond Proceeds. The City will proceed without delay to apply the proceeds of the Bonds as set forth in the Bond Ordinance.

Payment of Bonds Herein Authorized. The City will promptly pay the principal of and the interest on every Series 2025 Bond at the place, on the date and in the manner specified in the Bond Ordinance and in the Bonds according to the true intent and meaning hereof.

City's Existence. The City will maintain its corporate identity and existence so long as any of the Bonds remain outstanding, unless another political subdivision by operation of law succeeds to the liabilities and rights of the City, without adversely affecting to any substantial degree the privileges and rights of any owner of the Bonds.

Extension of Interest Payments. In order to prevent any accumulation of claims for interest after maturity, the City will not directly or indirectly extend or assent to the extension of time for the payment of any claim for interest on any of the Bonds, and the City will not directly or indirectly be a party to or approve any arrangements for any such extension.

Records. So long as any of the Bonds remain outstanding, proper books of record and account will be kept by the City, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Pledged Revenues.

Audits and Budgets. The City will, within two hundred and seventy (270) days following the close of each Fiscal Year, cause an audit of its books and accounts relating to the Pledged Revenues to be commenced by an Independent Accountant showing the receipts and disbursements in connection with such revenues.

Other Liens. Other than as described and identified by the Bond Ordinance, there are no liens or encumbrances of any nature whatsoever on or against the Pledged Revenues.

Impairment of Contract. The City agrees that any law, ordinance or resolution of the City that in any manner affects the Pledged Revenues or the Bonds shall not be repealed or otherwise directly or indirectly modified, in such a manner as to impair adversely any Bonds outstanding, unless such Bonds have been discharged in full or provision has been fully made therefor or unless the required consents of the holders of the then outstanding Bonds are obtained pursuant to the Bond Ordinance.

Debt Service Fund and Reserve Fund. The 2025 Debt Service Fund and the 2025 Reserve Fund shall be used solely and only, and those funds are hereby pledged, for the purposes set forth in the Bond Ordinance.

Surety Bonds. Each municipal official and employee being responsible for receiving Pledged Revenues shall be bonded at all times, which bond shall be conditioned upon the proper application of such funds.

Performing Duties. The City will faithfully and punctually perform all duties with respect to the Bonds required by the Constitution and laws of the State of New Mexico and the ordinances and resolutions of the City relating to the Bonds.

Continuing Disclosure Undertaking. The officers of the City are authorized to sign such documents and to take such actions in the future with respect to the City's continuing disclosure obligations as are necessary or desirable to comply with the Continuing Disclosure Undertaking and the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. Notwithstanding any other provisions of the Bond Ordinance, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an "event of default" under the Bond Ordinance, and holders and beneficial owners of Bonds shall be entitled to exercise only such rights with respect thereto as are provided in the Continuing Disclosure Undertaking.

Default, Remedies and City Duties

Each of the following events is declared in the Bond Ordinance to be an "event of default":

A. Nonpayment of Principal. Failure to pay the principal of any of the Bonds when the same becomes due and payable, either at maturity, or by proceedings for redemption, or otherwise.

B. Nonpayment of Interest. Failure to pay any installment of interest when the same becomes due and payable.

C. Incapable of Performing. If the City shall for any reason be rendered incapable of fulfilling its obligations hereunder.

D. Default of any Provision. Default by the City in the due and punctual performance of its covenants or conditions, agreements and provisions contained in the Bonds or in the Bond Ordinance on its part to be performed (other than a default set forth in subparagraphs A and B of this Section), and the continuance of such default for thirty (30) days after written notice specifying such default and requiring the same to be remedied has been given to the City by the holders of twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding.

E. Bankruptcy. The City (i) files a petition or application seeking reorganization or arrangement of debt under Federal Bankruptcy law, or other debtor relief under the laws of any jurisdiction, or (ii) is the subject of such petition or application which the City does not contest or is not dismissed or discharged within sixty (60) days.

Remedies Upon Default. Upon the happening and continuance of any of the events of default as provided in Section 25 of the Bond Ordinance, then and in every case, the holder or holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding, including, but not limited to, a trustee or trustees therefor, may proceed against the City, the City Council and its agents, officers and employees, but only in their official capacities, to protect and enforce the rights of any holder of Bonds under the Bond Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained herein or in an award relating to the execution of any power herein granted for the enforcement of any legal or equitable remedy as such holder or holders may deem most effectual to protect and enforce the rights provided above, or to enjoin any act or thing which may be unlawful or in violation of any right of any Bondholder, or to require the City Council to act as if it were the trustee of an express trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all holders of the Bonds then

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outstanding. The failure of any Bondholder so to proceed shall not relieve the City or any of its officers, agents or employees of any responsibility for failure to perform, in their official capacities, any duty. Each right or privilege of such holder (or trustee thereof) is in addition and cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any holder shall not be deemed a waiver of any other right or privilege.

Duties Upon Default. Upon the happening of any of the events of default provided in Section 25 of the Bond Ordinance, the City, in addition, will do and perform all proper acts on behalf of and for the owners of the Bonds to protect and preserve the security created for the payment of the Bonds and to insure the payment of the principal of and interest on the Bonds promptly as the same become due. All proceeds derived therefrom, so long as any of the Bonds, either as to principal or interest, are outstanding and unpaid, shall be applied as set forth in Section 17 of the Bond Ordinance. In the event the City fails or refuses to proceed as provided in this Section, the holder or holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding, after demand in writing, may proceed to protect and enforce the rights of the owners of the Bonds as hereinabove provided.

Defeasance

When all principal and interest in connection with the Bonds hereby authorized have been duly paid, the pledge and lien on the Pledged Revenues for the payment of the Bonds shall thereby be discharged and the Bonds shall no longer be deemed to be outstanding within the meaning of the Bond Ordinance. Payment shall be deemed made with respect to any Bond or Bonds when the City has placed in escrow with a commercial bank exercising trust powers, an amount sufficient (including the known minimum yield from Defeasance Obligations, as defined below) to meet all requirements of principal and interest as the same become due to their final maturities or upon designated redemption dates. Any Defeasance Obligations shall become due when needed in accordance with a schedule agreed upon between the City and such bank at the time of the creation of the escrow. Defeasance Obligations within the meaning of this Section shall include only (1) cash, (2) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – “SLGs”), and (3) obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

Amendment

The Bond Ordinance may be amended without the consent of the holder of any Bond to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained herein. Prior to the date of the initial delivery of the Bonds to the Underwriter, the provisions of the Bond Ordinance may be amended with the written consent of the Underwriter, with respect to any changes which are not inconsistent with the substantive provisions of the Bond Ordinance. In addition, the Bond Ordinance may be amended without receipt by the City of any additional consideration, but with the written consent of the holders of seventy-five percent (75%) of the Bonds then outstanding (not including Bonds which may be held for the account of the City); but no ordinance adopted without the written consent of the holders of all outstanding Bonds shall have the effect of permitting:

- A. An extension of the maturity of any Bond; or
- B. A reduction of the principal amount or interest rate of any Bond; or
- C. The creation of a lien upon the Pledged Revenues ranking prior to the lien or pledge created by the Bond Ordinance; or

D. A reduction of the principal amount of Bonds required for consent to such amendatory ordinance; or

E. The establishment of priorities as between Bonds issued and outstanding under the provisions of the Bond Ordinance; or

F. The modification of or otherwise affecting the rights of the holders of less than all the outstanding Bonds.

SECURITY FOR THE BONDS

Pledge and Security

Subject to the uses permitted by, and the priorities set forth in the Bond Ordinance, the City will pledge and grant a security interest in the Pledged Revenues and the amounts and securities on deposit in the 2025 Debt Service Fund and the Series 2025 Reserve Fund (if required to be funded pursuant to the Bond Ordinance) and the proceeds thereof, for the payment of principal of and interest on the Bonds. The Bonds constitute an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues, as set forth in the Bond Ordinance.

Special Limited Obligations

All of the Bonds and all payments of principal, premium, if any, and interest thereon whether at maturity or on a redemption date, together with any interest accruing thereon, shall be special limited obligations of the City and shall be payable and collectible solely from the Pledged Revenues, which revenues are so pledged and are payable as set forth in Section 17 of the Bond Ordinance. The owner or owners of the Bonds may not look to any general or other fund for the payment of the principal of or interest on such obligations, except the designated special funds pledged therefor. The Bonds shall not constitute an indebtedness or a debt of the City within the meaning of any constitutional, charter or statutory provision or limitation, nor shall they be considered or held to be general obligations of the City, and each of the Bonds shall recite that it is payable and collectible solely out of the Pledged Revenues, pledged as set forth in the Bond Ordinance, and that the holders thereof may not look to any general or other municipal fund for the payment of the principal of and interest on the Bonds. Nothing in the Bond Ordinance shall prevent the City from applying other funds of the City legally available therefor to the payment of the Bonds, in its sole discretion.

PURPOSE AND PLAN OF FINANCING

Purpose

The net proceeds received by the City from the sale of the Series 2025 Bonds, together with other available funds of the City, will be used to provide funds for paying, discharging, and satisfying the City's risk management measures entered into in the Full and Final Release of All Claims and Indemnity Agreement in connection with *Estate of Teresa Gomez, et al. v. City of Las Cruces, et al.*, CIV-23-00952 for the benefit of the City and its residents and paying Expenses related to the issuance of the Bonds. See "THE PROJECT" herein.

Sources and Uses of Funds

The sources and uses for the Series 2025 Bonds are as follows:

SOURCES OF FUNDS	
Par Amount of Series 2025 Bonds	
TOTAL SOURCES	\$
USES OF FUNDS	
Deposit to Series 2025 Acquisition Fund	\$
Costs of Issuance for Series 2025 Bonds ⁽¹⁾	
Underwriter's Discount	
TOTAL USES	\$

(1) Includes financial advisor fees, legal fees, and other miscellaneous costs and contingencies.

ANNUAL DEBT SERVICE SUMMARY

The following table sets forth for each fiscal year from 2025 through 2044 the amounts required in each such fiscal year to pay scheduled annual debt service on the Bonds as well as the debt service coverage ratio, based on fiscal year 2024 unaudited Pledged Revenues of \$18,806,852. The Pledged Revenues do not include any associated hold harmless distribution.

Series 2025 Bonds Debt Service/Coverage*

Fiscal Year Ending June 30	Debt Service on 2018 NMFA Loan Agreement	Estimated Debt Service on 2025 Bonds*	Total Debt Service Requirements*	Estimated Pledged Revenues⁽¹⁾	Debt Service Coverage⁽¹⁾
2025	\$221,855.07	\$1,171,666.67	\$1,393,521.74	\$18,806,852	16.1x
2026		1,641,000.00	1,641,000.00	18,806,852	11.5x
2027		1,644,250.00	1,644,250.00	18,806,852	11.4x
2028		1,645,750.00	1,645,750.00	18,806,852	11.4x
2029		1,645,500.00	1,645,500.00	18,806,852	11.4x
2030		1,648,500.00	1,648,500.00	18,806,852	11.4x
2031		1,649,500.00	1,649,500.00	18,806,852	11.4x
2032		1,648,500.00	1,648,500.00	18,806,852	11.4x
2033		1,650,500.00	1,650,500.00	18,806,852	11.4x
2034		1,655,250.00	1,655,250.00	18,806,852	11.4x
2035		1,662,500.00	1,662,500.00	18,806,852	11.3x
2036		1,667,000.00	1,667,000.00	18,806,852	11.3x
2037		1,673,750.00	1,673,750.00	18,806,852	11.2x
2038		1,677,500.00	1,677,500.00	18,806,852	11.2x
2039		1,688,250.00	1,688,250.00	18,806,852	11.1x
2040		1,690,500.00	1,690,500.00	18,806,852	11.1x
2041		1,699,500.00	1,699,500.00	18,806,852	11.1x
2042		1,709,750.00	1,709,750.00	18,806,852	11.0x
2043		1,726,000.00	1,726,000.00	18,806,852	10.9x
2044		1,737,750.00	1,737,750.00	18,806,852	10.8x
TOTAL:	\$221,855.07	\$32,932,916.67	\$33,154,771.74		

(1) Estimated Pledged Revenues are based on actual unaudited Pledged Revenues for Fiscal Year ending June 30, 2024, reported by the New Mexico Taxation and Revenue Department's monthly reports and the City Treasurer. There is no assurance that Pledged Revenues received in the future will equal the Pledged Revenues used in coverage computations. See "PLEDGED REVENUES" herein.

* Preliminary, subject to change.

PLEDGED REVENUES

The Bonds are special, limited obligations of the City, payable and collectible solely from an irrevocable and first lien (but not necessarily an exclusive first lien) on the Pledged Municipal Gross Receipts Tax Revenues (the “Pledged Revenues”). The Pledged Revenues consist of the revenues derived from two one-quarter percent increments of municipal gross receipts taxes imposed pursuant to the Tax Ordinances, (a) which taxes equal a combined 0.50% of the gross receipts reported or required to be reported by persons engaging in business in the City subject to the exemptions specified in Section 7-19D-5 NMSA 1978 and as required by Section 7-19D-4 NMSA 1978, (b) which amounts are dedicated to general fund purposes and (c) which amounts are collected pursuant to Section 7-19D-7 NMSA 1978 and remitted to the City monthly by the Revenue Division of the Taxation and Revenue Department of the State of New Mexico (the “Department”) pursuant to Sections 7-1-6.1 and 7-1-6.12 NMSA 1978, as amended, subject to any increase or decrease made pursuant to Section 7-1-6.15 NMSA 1978, as amended, less any deduction for administrative costs withheld pursuant to Section 7-1-6.41 NMSA 1978.

Pursuant to Sections 7-19D-1 et seq. NMSA 1978, the City has previously enacted (i) Ordinance No. 385 adopted on July 6, 1981 with an effective date of January 1, 1982 (the “MGRT Ordinance No. 385”) which imposes an increment of municipal gross receipts tax at a rate of 0.25% of the gross receipts reported or required to be reported by persons engaging in business within the City, with certain specified exemptions and deductions, and (ii) Ordinance No. 427 adopted on June 7, 1982 with an effective date of January 1, 1983 (the “MGRT Ordinance No. 427” and together with MGRT Ordinance No. 385, the “Tax Ordinances”) which imposes an increment of municipal gross receipts tax at a rate of 0.25% of the gross receipts reported or required to be reported by persons engaging in business within the City, with certain specified exemptions and deductions. In addition to the specific exemptions identified in the Municipal Local Option Gross Receipts and Compensating Tax Act, Sections 7-19D-1 et seq. NMSA 1978

The City intends that Section 3-31-6(C) NMSA 1978 applies expressly to the amount of revenues pledged pursuant to the Bond Ordinance which provides that “[a]ny law which authorizes the pledge of any or all of the pledged revenues to the payment of any revenue bonds issued pursuant to Sections 3-31-1 through 3-31-12 NMSA 1978 or which affects the pledged revenues, or any law supplemental thereto or otherwise appertaining thereto, shall not be repealed or amended or otherwise directly or indirectly modified in such a manner as to impair adversely any such outstanding revenue bonds, unless such outstanding revenue bonds have been discharged in full or provision has been fully made therefor.” The Pledged Revenues do not include any revenues from other local option gross receipts tax imposed by the City, the state shared gross receipts tax revenues, or any hold harmless distributions received by the City pursuant to Section 7-1-6.46 NMSA 1978 as amended.

In 2019, the Legislature passed House Bill 479 which, among other changes, de-earmarked certain municipal local option gross receipts taxes and provided that municipalities may impose municipal gross receipts taxes up to 2.5% . Of the 2.5%, 2.05% may be imposed by governing body action only or the governing body may choose to require an election, and the remaining 0.45% requires voter approval. The Pledged Revenues constitute a portion of the City’s municipal gross receipts tax imposed by City Council action only. The other increments of municipal gross receipts tax imposed by City Council Action only and by voter referendum are not pledged to the payment of the Bonds.

Pursuant to Section 7-19D-7 NMSA 1978 the Pledged Revenues are collected at the same time and in the same manner as the Department collects the state gross receipts taxes. The Department administers and enforces the collection of the Pledged Revenues pursuant to the Tax Administration Act, Sections 7-1-1 et seq. NMSA 1978.

Administration

Exemptions, Deductions and Credits. Any municipal ordinance imposing a Municipal Gross Receipts Tax is required to adopt by reference the same definitions and the same provisions relating to exemptions and deductions. See “Gross Receipts Tax – Exemptions” herein. In addition, under the Municipal Local Option Gross Receipts and Compensating Taxes Act as currently enacted, municipal gross receipts tax may not be imposed on the gross receipts arising from (1) prior to July 1, 2021, transporting persons or property for hire by railroad, motor vehicle, air transportation or any other means from one point within the municipality to another point outside the municipality; or (2) a business located outside the boundaries of a municipality on land owned by that municipality for which a state gross receipts tax distribution is made pursuant to Section 7-1-6.4 NMSA 1978.

Manner of Collection of Municipal Gross Receipts Taxes. Municipal Gross Receipts Taxes are collected by the Revenue Division in the same manner and at the same time that the Revenue Division collects the state gross receipts tax. The Revenue Division remits to the City the revenues collected from the Pledged Municipal Gross Receipts Taxes less any deduction for administrative cost and less any disbursements for tax credits, refunds and the payment of applicable interest. Distribution of the Pledged Municipal Gross Receipts Tax Revenues is made within the month following the month in which the taxes are collected. Transfers to the municipality may be adjusted for a distribution made to a tax increment development district with respect to a portion of a gross receipts tax increment dedicated by a municipality pursuant to the Tax Increment for Development Act, Section 5-15-1 et seq. NMSA 1978. The City of Las Cruces has a Downtown Tax Increment Development District.

Remedies for Delinquent Taxes. The remedies for delinquent Municipal Gross Receipts Taxes are the same as those remedies for the state gross receipts tax and are described below in “Remedies for Delinquent Taxes” below.

Taxed Activities. For the privilege of engaging in business in the State, the gross receipts tax is imposed upon any person engaging in business in the City. “Gross Receipts” is defined in the Gross Receipts and Compensating Tax Act as the total amount of money or the value of other consideration received from selling property in New Mexico, from leasing or licensing property employed in New Mexico, from granting a right to use a franchise employed in New Mexico, from selling services performed outside New Mexico, the product of which is initially used in New Mexico, or from performing services in New Mexico. The definition excludes (a) cash discounts allowed and taken, (b) the State Gross Receipts Tax, governmental gross receipts tax, leased vehicle gross receipts tax, and cannabis excise tax payable on transactions for the reporting period; (c) taxes imposed pursuant to the provisions of any local option gross receipts tax that is payable on transactions for the reporting period; (d) any gross receipts or sales taxes imposed by an Indian nation, tribe or pueblo; provided that the tax is approved, if approval is required by federal law or regulation, by the secretary of the interior of the United States; and provided further that the gross receipts or sales tax imposed by the Indian nation, tribe or pueblo provides a reciprocal exclusion for gross receipts, sales or gross receipts-based excise taxes imposed by the state or its political subdivisions; (e) any type of time-price differential; (f) amounts received solely on behalf of another in a disclosed agency capacity; and (g) amounts received by a New Mexico florist from the sale of flowers, plants or other products that are customarily sold by florists where the sale is made pursuant to orders placed with an out-of-state florist for filling and delivery in New Mexico by a New Mexico florist. Unlike most other states, the State taxes sales of services, including legal services and certain medical services.

Effective July 1, 2019, remote (Internet) sellers with total taxable gross receipts of at least \$100,000 from sales, leases, and licenses of tangible personal property sourced to New Mexico customers in the previous calendar year are required under state laws to start collecting and paying State gross receipts tax on their New Mexico transactions. Effective July 1, 2021, the State changed its gross receipts tax sourcing rules from point-of-origin based sourcing to destination-based sourcing for most categories of gross receipts, allowing for the imposition of local taxes on remote sellers. A person (defined to include individuals, corporations, companies, firms, partnerships, limited liability companies, and other entities) is considered to be “engaging in business”

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in New Mexico and thus have substantial economic nexus with the State if such person has physical presence in the State or had “total taxable gross receipts from sales, leases and licenses of tangible personal property, sales of licenses and sales of services and licenses for use of real property sourced to New Mexico of at least \$100,000 in the previous calendar year. The business location for reporting gross receipts from the performance or sale of professional services performed in New Mexico, other than construction-related services, or performed outside New Mexico when the product of the service is initially used in New Mexico, the location of the performer of the service or seller of the product of the service, as appropriate.

Exemptions and Deductions. Some activities and industries are exempt from the Gross Receipts Tax, many by virtue of their taxation under other laws. Exemptions include but are not limited to receipts of governmental agencies and certain organizations (some of which are taxable by the State, with no local distribution), receipts from the sale of vehicles, occasional sales of property or services, wages, certain agricultural products, dividends and interest, and receipts from the sale of or leasing of natural gas, oil or mineral interests. Various deductions are also allowed, including, but not limited to, certain receipts from the sale or lease of real property, receipts from various types of sales or leases of tangible personal property or services, receipts from sales to governmental agencies or certain organizations, receipts from processing certain agricultural products, receipts from certain publication sales, certain receipts from interstate commerce transactions and receipts from the sale of certain food and certain medical services. Despite the numerous specified exemptions and deductions from gross receipts taxation, the general presumption is that all receipts of a person engaging in business in the State and the City are subject to the Gross Receipts Tax.

Legislative Changes. Revisions to laws of the State affecting taxed activities and distributions of gross receipts tax revenues could be adopted in the future by the State Legislature. Proposals affecting taxed activities and distributions are frequently considered by the State Legislature. There is no assurance that any future revisions to State laws will not adversely affect activities now subject to the gross receipts tax or distribution of gross receipts tax revenues to the City. See “SPECIAL FACTORS RELATING TO THE BONDS – Legislative Changes” herein.

Manner of Collection and Distribution of Gross Receipts Tax. Businesses must make their payments of State Gross Receipts Taxes on or before the twenty-fifth of each month for taxable events in the prior month. Collection of the State Gross Receipts Tax is administered by the Revenue Division of the Department (the “Revenue Division”), pursuant to Section 7-1-6 NMSA 1978. Collections are first deposited into a suspense fund for the purpose of making disbursements for refunds, among other items. The State makes a disbursement to the municipalities pursuant to Section 7-1-6.1 NMSA 1978 and Section 7-1-6.12 to each municipality for which the department is collecting a local option gross receipts tax and municipal compensating tax imposed by that municipality in an amount, subject to any increase or decrease made pursuant to Section 7-1-6.15 NMSA 1978, equal to the net receipts attributable to the local option gross receipts tax and municipal compensating tax imposed by that municipality, less any deduction for administrative cost determined and made by the department pursuant to the provisions of the act authorizing imposition by that municipality of the local option gross receipts tax and municipal compensating tax and any additional administrative fee withheld pursuant to Section 7-1-6.41 NMSA 1978. The transfers made by the State to the municipalities are adjusted for (1) a distribution made to a tax increment development district with respect to a portion of a gross receipts tax increment dedicated by a municipality pursuant to the Tax Increment for Development Act Section 5-15-1 et seq. NMSA 1978]; (2) a transfer pursuant to the Local Economic Development Act fund (Section 5-1-14 NMSA 1978) pursuant to Section 7-1-6.67 NMSA 1978 and with respect to the amount dedicated by a municipality pursuant to Subsection B of Section 5-10-17 NMSA 1978; and (3) a distribution made to the metropolitan redevelopment fund with respect to 7-1-6.71 NMSA 1978 and with respect to the amount dedicated by a municipality pursuant to Section 3-60A-23 NMSA 1978. Pursuant to Laws 2024, Chapter 59, Section 1, effective July 1, 2025, the legislature phased out certain administrative fees imposed under Section 7-1-6.41 NMSA 1978 by July 1, 2028.

Remedies for Delinquent Taxes. The Revenue Division may assess gross receipts taxes to a taxpayer who has not paid the taxes due to the State. If any taxpayer to whom gross receipts taxes have been assessed

or upon whom demand for payment has been made does not make payment thereof (or protest the assessment or demand for payment) within ninety (90) days after the date of assessment or demand for payment of the undisputed amount, the taxpayer becomes a delinquent taxpayer. Such taxpayer remains delinquent until payment of all the taxes due, including interest and penalties, or until security is furnished for the payment thereof. The Revenue Division may, under certain circumstances, enter into an agreement with a delinquent taxpayer to permit monthly installment payments for a period of not more than seventy-two (72) months. Interest is due on any delinquent taxes from the first day following the day on which it is due at a variable rate based on the applicable federal underpayment rate under the Internal Revenue Code Section 6621, as determined from time to time, computed on a daily basis until paid, without regard to any installment agreement. However, if the gross receipts tax is paid within ten (10) days after demand is made, no interest shall be imposed for the period after the date of demand.

The Revenue Division may levy upon all property or rights to property of a delinquent taxpayer and sell the same in order to collect the delinquent tax. The amount of delinquent taxes is also a lien in favor of the State upon all property and rights to property of the delinquent taxpayer, which lien may be foreclosed as provided by State statutes.

Municipal Gross Receipts Tax Report. Set forth below is a 5-year history of the Pledged Municipal Gross Receipts Tax Revenues received by the City:

Fiscal Year ended June 30*	Pledged MGRT Rate	Pledged MGRT Revenues ⁽¹⁾	Percent increase (decrease)
2024	0.50%	\$18,806,852	3.17%
2023	0.50%	18,228,525	9.76%
2022	0.50%	16,608,345	13.97%
2021	0.50%	14,572,679	3.98%
2020	0.50%	14,015,552	4.13%

⁽¹⁾ Net of administrative fee imposed by the New Mexico Taxation and Revenue Department. Pursuant to Section 7-1-6.41, effective July 1, 2025, the administrative fee charged by the State will decrease gradually until the State no longer imposes the administrative fee after July 1, 2028.

* Unaudited.

Source: Office of Management and Budget, City of Las Cruces

Other Gross Receipts Taxes (not pledged)

Pledged Revenues consist of a portion of the municipal gross receipts taxes imposed by the City. The City also imposes certain other gross receipts taxes that are not pledged to the repayment of the Bonds. These include three additional 0.25% increments of Municipal Gross Receipts Tax, a 0.25% Municipal Infrastructure Gross Receipts Tax, a 0.0625% Municipal Environmental Services Gross Receipts Tax, and a 0.375% Municipal Hold Harmless Gross Receipts Tax. The current total gross receipts tax rate imposed by the City is 1.9375% (including the 0.50% of Pledged Revenues). At the general election November 5, 2024, the City voters approved the imposition of an additional 0.325% municipal gross receipts tax dedicated to funding capital improvements and maintenance for public safety, streets, parks, and other public facilities and critical infrastructure which will become effective on July 1, 2025.

In 2019, the Legislature adopted changes to the Municipal Local Option Gross Receipts and Compensating Taxes Act, Sections 7-19D-1 et seq. NMSA 1978, as amended pursuant to House Bill 479 which de-earmarked most of the municipal gross receipts tax increments imposed pursuant to Section 7-19D-9 NMSA 1978. The City has imposed 1.8125% of the 2.05% municipal gross receipts tax that may be imposed by

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governing body action only, and, effective July 1, 2025, will impose all 0.45% of the municipal gross receipts taxes that require voter approval.

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Gross Receipts Reported by Standard Industrial Classification

The following represents total taxable gross receipts reported in the City by Standard Industrial Classification:
Total Taxable Gross Receipts

Classification	Fiscal Year Ended June 30				
	2020	2021	2022	2023	2024
Agriculture, Forestry, Fishing & Hunting	\$11,539,560	\$14,063,463	\$4,539,764	\$3,689,158	\$7,082,714
Mining/Oil & Gas Extraction	3,140	97,003	254,313	494,289	283,235
Utilities	74,772,780	82,629,930	78,380,874	67,891,337	37,537,159
Construction	397,632,760	323,325,866	301,852,199	382,143,825	347,963,350
Manufacturing	46,701,580	55,495,485	46,864,904	54,761,266	63,795,359
Wholesale Trade	56,344,403	69,445,982	89,627,095	104,576,773	108,164,538
Retail Trade	969,449,933	1,127,400,244	1,076,150,174	1,215,170,544	1,247,646,691
Transportation & Warehousing	18,058,918	21,001,302	6,354,248	13,525,899	11,058,454
Information & Cultural Industries	147,897,499	79,078,416	100,575,191	115,016,723	123,263,135
Finance and Insurance	27,679,737	33,718,860	28,793,390	27,573,118	27,134,672
Real Estate, Rental & Leasing	60,168,547	67,163,195	61,469,248	64,114,434	56,012,648
Professional, Scientific & Technical Services	170,666,140	183,600,586	196,254,870	224,003,475	229,716,688
Management of Companies & Enterprises	4,730,288	4,271,299	2,591,948	1,361,853	1,874,218
Admin & Support, Waste Services	51,035,559	64,754,839	61,140,234	68,536,445	82,896,058
Educational Services	14,125,498	14,688,499	7,907,661	8,932,055	10,279,031
Health Care and Social Assistance	522,341,574	580,109,531	483,899,707	544,426,106	599,929,534
Arts, Entertainment & Recreation	14,698,775	14,483,704	11,862,650	15,401,797	16,577,552
Accommodation & Food Services	296,667,818	297,755,417	297,318,132	351,375,007	350,064,663
Other Services (except Public Admin)	217,697,633	218,778,237	192,804,851	231,056,083	264,441,617
Public Administration	13,047,168	16,686,982	22,162,043	22,092	-
Unclassified	10,005,779	7,147,366	40,174,420	52,188,959	58,472,150
TOTAL TAXABLE	\$3,125,265,089	\$3,277,017,067	\$3,114,638,217	\$3,577,373,465	\$3,661,708,491

Source: New Mexico Taxation and Revenue Department (RP-80 by Business Activity Months)

Historical Total Gross Receipts Reported for the City and State

The following represents the total gross receipts and total retail gross receipts reported in the City and the State. Total gross receipts and total taxable gross receipts reported in the tables below include amounts representing the sale of items which may not be subject to Gross Receipts Tax. See “PLEDGED REVENUES – Taxed Activities” and “PLEDGED REVENUES – Exemptions” herein for an explanation of activities which are subject to, or exempt from, Gross Receipts Tax.

Fiscal Year (ending 6/30)	City of Las Cruces		State of New Mexico	
	Retail Trade	Total	Retail Trade	Total
2024	\$2,476,425,817	\$10,091,562,933	\$36,022,879,787	\$196,191,985,661
2023	2,387,270,085	6,847,028,631	35,824,103,149	172,420,081,728
2022	1,989,543,196	5,989,217,424	30,631,436,359	139,916,372,389
2021	2,049,401,393	7,025,130,187	32,763,338,511	144,660,114,721
2020	1,763,315,484	6,547,544,892	30,744,989,884	147,485,848,215

Source: New Mexico Taxation & Revenue Department (RP-80 Reports)

Historical Taxable Gross Receipts Reported for the City and State

Fiscal Year (ending 6/30)	Taxable Gross Receipts Reported in City of Las Cruces	Taxable Gross Receipts Reported in State of New Mexico
2024	\$3,661,708,491	\$96,694,610,868
2023	3,577,373,465	90,834,248,793
2022	3,114,638,217	72,895,961,670
2021	3,277,017,067	73,760,062,595
2020	3,125,267,880	80,200,008,306

Source: New Mexico Taxation and Revenue Department. (RP-80 Reports)

OUTSTANDING PARITY AND SUBORDINATE OBLIGATIONS PAYABLE FROM PLEDGED REVENUES

The City one outstanding Parity Obligation. The City’s 2018 NMFA Loan, outstanding in the aggregate principal amount of \$219.538, is secured by a first lien, but not an exclusive first lien, on the revenues derived from MGRT Ordinance No. 385 and is a Parity Obligation. There are no Subordinate Obligations outstanding.

THE CITY

General

The Las Cruces/Doña Ana County area borders Texas and Mexico and has a rich and colorful history, ranging from 16th century Spanish explorations to the landing of the space shuttle. Las Cruces is the second largest city in the State and is the commercial service and cultural center of southern New Mexico. The City of Las Cruces is located approximately 45 miles north of El Paso, Texas and Ciudad Juárez, Mexico and 225 miles south of Albuquerque, New Mexico.

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The economy of the Las Cruces MSA (Metropolitan Statistical Area) is diversified with the major employers being government which accounted for approximately 21,500 jobs as of October 2024. The remaining non-agricultural jobs are in education and health services (18,300), trade/ transportation/ utilities (11,800), leisure and hospitality (9,300), professional and business services (7,400), natural resources, mining and construction (4,300), manufacturing (3,600), transportation and warehousing (2,600), financial activities (2,700), information (600), and all other services (2,100).

Growth in the economy is demonstrated in the growth of gross receipts from retail trade, assessed valuation, building permits, housing prices, and median household income.

Government

The City was founded in 1849 and incorporated in 1907 and operates under a home rule charter with a Council-Manager form of government. Nonpartisan elections are held for members of the City Council of the City (the “Council”) for the election of councilors from six single-member districts and for a Mayor to be nominated and elected at large by the resident and qualified voters of the City.

Councilors and the Mayor are elected for staggered four year terms. The Mayor and the Council and the date of expiration of their current terms are as follows:

<u>Name</u>	<u>Office</u>	<u>Current Term Expires</u>
Eric Enriquez	Mayor	December 31, 2027
Cassie McClure	Councilor – District 1	December 31, 2027
Bill Mattiace	Councilor – District 2	December 31, 2027
Becki Graham	Councilor – District 3	December 31, 2025
Johana Bencomo	Councilor – District 4	December 31, 2027
Becky Corran	Councilor – District 5	December 31, 2025
Yvonne M. Flores	Councilor – District 6	December 31, 2025

Administrative Officers

City Manager Ikani Taumoepeau began working with the City of Las Cruces as Assistant City Manager in January 2021. During that time, many City departments reported to him including Airport, Community Development, Economic Development, Facilities Management, Fleet, Parks and Recreation, Quality of Life, RoadRUNNER Transit, Sustainability, and Visit Las Cruces. In his time as Assistant City Manager, Mr. Taumoepeau has overseen projects such as the implementation of General Obligation Bond Park Improvements, moved RoadRUNNER Transit to zero-fare, rolled out a new Visit Las Cruces brand campaign, and offered the City’s first airshow at Las Cruces International Airport. Mr. Taumoepeau previously served as City Manager in Clayton, California, Assistant City Manager in Santa Paula, California, Deputy City Manager in Morro Bay, California, and Economic Development Director in Eagle Mountain Utah. Mr. Taumoepeau earned a Bachelor of Arts degree in history, with a minor in Spanish, and a Master of Public Administration degree from Brigham Young University in Provo, Utah._

Interim Director of Financial Services Laura Holguin joined the City of Las Cruces in July 2024 as the Assistant Director of Finance. With over 22 years of experience in governmental finance, she has dedicated her career to local government, where she served as the Finance Director/Treasurer with the City of Deming, NM. Ms. Holguin oversees the management of financial services, ensuring the accurate and timely delivery of financial information in compliance with applicable laws, regulations, and government standards. She provides leadership and direction across key areas including accounting and reporting, purchasing and accounts payable, treasury management, and fiscal management. Ms. Holguin holds a

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Bachelor of Business Administration in Accounting from Western New Mexico University, which she earned in 2001.

City Clerk Christine Rivera Christine Rivera has been with the City of Las Cruces since 2012, was appointed interim city clerk in October of 2019, and became city clerk in August 2020. She received her Certified Municipal Clerk designation in 2016. She earned her Bachelors in Psychology from Louisiana College in 2001 and her Masters in Psychology from Capella University in 2016.

City Attorney Brad Douglas became the Las Cruces City Attorney on June 16, 2024. Prior to being named City Attorney, Mr. Douglas was a Senior Assistant City Attorney for the City of Las Cruces, beginning in June 2021. Previously, Mr. Douglas was the principal of a private law firm that handled criminal defense, civil litigation, transactional matters, and more. Additionally, Mr. Douglas' professional experience includes serving as an Assistant District Attorney in the Third Judicial District Attorney's Office from November 2013 to March 2018, where he served as a supervisor to newer attorneys prosecuting misdemeanor cases in the Doña Ana Magistrate Court. While working at the district attorney's office, Mr. Douglas also handled a full-time case load that included a full range of offenses, from misdemeanors to first-degree felonies. Mr. Douglas earned his Juris Doctor, *cum laude*, from the University of Mississippi and his Bachelor of Arts degree in Political Science, with honors, from the University of Southern Mississippi. _____.

Other Employees

As of June 30, 2024, the City had approximately 1,765 full time, part time and seasonal employees, approximately 743 of which are represented by labor unions. The City believes that relations with its employees are good.

Retirement Plan

The City participates in a pension plan organized on a statewide basis and operated by the State of New Mexico. The Public Employees' Retirement Association of New Mexico (the Plan"), established by Chapter 167, Laws of 1947, New Mexico Statutes Annotated, 1978 Compilation, as amended, requires contributions, computed as a percentage of salary, from both employee and employer for all full-time employees. The majority of State and municipal employees in New Mexico participate in the Plan. The Plan requires contributions by the City and by employees at rates established by statute.

In addition to retirement benefits, the Plan provides disability benefits, surviving spouse and children's benefits, deferred benefits option and cost of living adjustments for all eligible participants. Employer contributions to the pension plan amounted to \$12,811,590 for the fiscal year ended June 30, 2024. The City's liability under the Plan is limited to the periodic employer contributions, that it is required to make for its participating employees. Future deficits of the Plan are expected to be financed by the State.

On June 25, 2012, the Governmental Accounting Standards Board approved Statement No. 68 which requires governments providing defined benefit pensions to recognize their long-term obligation for pension benefits as a liability for the first time, and to more comprehensively and comparably measure the annual costs of pension benefits. Statement No. 68 requires cost-sharing employers, such as the City, to record a liability and expense equal to their proportionate share of the collective net pension liability and expense for the cost-sharing plan. Statement No. 68 was effective for fiscal years beginning after June 15, 2014.

The City offers other post-employment benefits through the Retiree Health Care Fund, a cost-sharing multiple employer defined benefit plan administered by the New Mexico Retiree Healthcare Authority. This plan is used to provide post-employment health insurance benefits for eligible employees and their dependents. The contribution requirements are established by and may be amended by the statute.

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The City's contribution to the fund for Fiscal Year 2024 was \$1,970,467. For additional information regarding the post-employment benefit plan, please refer to Note 11 to the City's audited financial statements.

City Budgets

The City adheres to the following procedure in establishing its annual budget: the City Staff prepares a budget which is forwarded to the City Council prior to May 1 for the fiscal year commencing the following July 1; public input is sought by the City Council during the month of May through public hearings; the budget is approved by the City Council and forwarded for approval to the State of New Mexico, Local Government Division of the Department of Finance and Administration; the final budget is returned to the City with recommended changes and modifications; and the final budget is acknowledged by the City Council.

The operating budget includes proposed expenditures and the means of financing them.

The City Manager is authorized to transfer budgeted amounts that are within a designated organizational unit, are within the same fund and do not increase spending for any fund. The City Manager must obtain approval of the City Council and the State prior to making revisions that alter the total expenditures of any fund. As a management control device, the City employs formal budgetary integration at the line item level.

Deficit financing is not permitted under New Mexico law. The level of classification detail at which expenditure may not legally exceed appropriation for each budget item is the fund level (i.e., General, Water, Sewer, etc.).

City Strategic Plan

The City Council adopted a new strategic plan for 2021 through 2026. The strategic plan is a mid-term planning tool used by the City Council, City Management, and Staff to identify community priorities and budget accordingly.

The strategic plan is organized into six themes and related objectives:

- Community Prosperity
 - Expanded housing options for all income levels
 - Enhanced economic diversity and business strength
- Education and community services
 - Enhanced physical and mental resources
 - Improved access to healthy food options
- Environmental sustainability
 - Achieve the goals included in the climate action plan adopted in 2020
 - Promote balanced growth
- Capital improvements and infrastructure
 - Quality infrastructure that meets the community's needs
 - Expanded transit access and options, including pedestrian and bicycle improved road and pavement conditions
- Communication, involvement, and follow-up

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- Robust communication channels with residents between City departments
- Timely and consistent follow-up by City staff to residents and the public
- Public safety
 - A more humane criminal justice system
 - A safe and secure community

Each theme in the strategic plan contains several goals for a total of 55 goals. The majority of these goals were developed during the two-year planning for Elevate Las Cruces, the City's comprehensive plan. In addition to these, the City Council identified nine council goals, also to be prioritized in the short-to-mid-term planning horizon. Performance measures were developed by staff during the update of department strategic business plans.

Industry

A combination of a well-educated labor force, favorable tax rates and a high quality of living has attracted industry to Las Cruces. The blend of industries contributing to the diversification of the City's economy include: TMC Design (DOD contractor); Pony Carburetor (manufacturer); White Sands Missile Range (U.S. Army, private industry testing facility), Mountain View Medical Center (hospital), NASA LBJ Test Facility (rocket testing), Sapphire Energy (alternative energy production); Wal-Mart (retail); Tresco, Inc. (sheltered employment); VMC (technical support/communication); F&A Dairy Products (cheese manufacturer); and NMSU Physical Science Laboratory.

Education

The Las Cruces School District No. 2 (the "District") is the second largest in the State, with an enrollment of approximately 22,633 students for the 2023-2024 school year. The district has 40 schools: 24 elementary schools (grades pre-K-5), one combined elementary and middle school (K-8), 8 middle schools (grades 6-8), 7 high schools (grades 9-12). Two of the seven high schools are early college high schools and are located on the campus of New Mexico State University. The District also has a virtual learning academy serving elementary through high school students.

New Mexico State University

New Mexico State University (the "University"), was originally founded in 1888, and in 1889 was established as a land grant college. The University consists of its main campus in the City, with branch campuses located in Alamogordo, Grants, Doña Ana and a satellite learning center in Albuquerque. The University had enrollment of 22,711 students across all campuses, and its Las Cruces Campus had a Fall 2024 enrollment (full-time equivalent) of 12,507 undergraduate and 2,901 graduate students. As of the Fall 2023, the University had 46 doctoral programs, 107 master's degree programs, and 161 undergraduate degree programs, 22 graduate certificate programs, and one education specialist program are available in the University's six colleges (Agriculture, Consumer and Environmental Sciences; Arts and Sciences; Business; Engineering; Honors; and Health, Education and Social Transformation), the Honors College, University Studies Program, and the Graduate School.

The University's main campus encompasses approximately 900 acres and consists of more than 211 academic, research, and auxiliary buildings, and over 400 housing buildings. As of September 15, 2023 the University employed 1,604 faculty members (of which 1,090 are located on the Las Cruces campus) and 2,783 staff (of which 2,394 are located on campus in Las Cruces). The University's largest single research operation is the Physical Science Laboratory. Research for engineering, space technology, and farm production and related industries are also conducted by various University departments. The University is classified as an R2 Doctoral/Research institution as rated by the Carnegie Foundation. The University anchors the southern end of New Mexico's Rio Grande Research Corridor. The statewide Water

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Resources Research Institute is situated at the University and studies the State’s water supply and demands, conservation and use, as well as ecological and other aspects thereof.

The Doña Ana Community College, affiliated with the University and the area’s occupational training school, offers approximately 7,200 students (as of Fall 2024) a variety of programs designed to train students for meaningful employment. The program is designed to be flexible and can be programmed to meet the specific training needs of employers.

Agriculture

Many private and commercial farms are located in Doña Ana County. Principal crops include cotton, pecans, alfalfa, onions, lettuce, chile, barley, nursery stock, and feed grains. Water for the various agricultural operations is provided by surface water diverted from the Rio Grande River and approximately 900 irrigation wells. The area’s growing season averages about 200 days each year. The livestock, dairy cattle, Stahmann Farms (2,000 irrigated acres), and the poultry industry also provide a significant portion of agricultural income. Several chile processing plants are located in the area with seasonal employment growing to nearly 1,000.

Transportation

Historically a crossroads of the Southwest, Las Cruces is serviced by Interstate Highways I-10 (east-west) and I-25 (north-south). In addition, the City is served by five major U.S. highways and seven State highways. More than 20 interstate, regional, and local motor carriers serve Las Cruces; four of them operate terminals in the area.

Commuter air service and corporate and general aviation service is available at the City’s international airport. Major scheduled airline service is provided by El Paso International Airport, approximately 50 miles from Las Cruces.

Daily rail service, with piggyback and container service, is provided by the Santa Fe and Southern Pacific railroads.

Labor Force and Percent Unemployed

The following table, derived from information supplied by the New Mexico Department of Workforce Solutions, presents information on employment within the Las Cruces MSA (Doña Ana County), the State and the United States, for the periods indicated. Unless otherwise noted, the annual unemployment figures indicate average rates for the entire year and do not reflect monthly or seasonal trends.

Employment Information

Year ⁽¹⁾	Las Cruces MSA (Doña Ana County)		State of New Mexico		United States
	Labor Force	Percent Unemployed	Labor Force	Percent Unemployed	Percent Unemployed
2024 ⁽²⁾	103,721	4.70%	983,966	4.40%	4.10%
2023	102,153	4.30%	965,244	3.80%	3.63%
2022	99,295	4.40%	947,411	4.10%	3.65%
2021	98,170	6.60%	943,356	6.80%	5.40%
2020	97,153	8.30%	927,685	9.00%	8.90%
2019	99,907	5.20%	968,393	4.50%	4.10%
2018	96,769	5.70%	957,396	4.60%	3.50%
2017	94,943	6.20%	929,567	6.20%	4.40%
2016	95,001	7.20%	927,355	6.70%	4.90%
2015	93,179	7.40%	919,889	6.60%	5.30%

(1) Figures are annual averages.

(2) Data for the month of October 2024. Numbers are preliminary.

Source: U.S. Bureau of Labor Statistics, November 2024.

Covered Wage and Salary Employment by NAICS Code Classification

The following is a history of wage and salary employment for Doña Ana County. The New Mexico Department of Workforce Solutions publishes quarterly reports of covered employment and wages and annual reports of the averages of the quarterly reports. Beginning with 2001 data, employment was classified according to the new North American Industry Classification System (NAICS).

Average Annual Covered Wage and Salary Employment, By Major Industrial Sector Non-Agricultural Employment –Doña Ana County Annual Average⁽¹⁾

Sector	2020	2021	2022	2023	2024 ⁽²⁾
Grand Total	69,490	71,175	74,757	77,609	79,106
Total Private	52,657	54,325	56,819	58,971	59,704
Total Government	16,833	16,850	17,939	18,638	19,402
Accommodation and Food Services	6,151	6,947	7,735	8,386	8,636
Administrative and Waste Services	2,960	3,236	3,259	3,435	3,627
Agriculture, Forestry, Fishing & Hunting	2,628	2,433	2,448	2,385	2,161
Arts, Entertainment, and Recreation	585	576	684	702	654
Construction	3,724	3,809	3,681	4,028	4,166
Educational Services	701	751	797	910	922
Finance and Insurance	1,429	1,339	1,417	1,522	1,496
Health Care and Social Assistance	14,860	15,205	16,014	16,113	16,215
Information	540	509	527	557	567
Management of Companies and Enterprises	85	86	91	93	111
Manufacturing	2,775	2,900	3,209	3,297	3,365
Mining	53	44	44	52	56
Other Services, Ex. Public Admin	1,086	1,162	1,290	1,386	1,451
Professional and Technical Services	3,616	3,390	3,355	3,299	3,223
Real Estate and Rental and Leasing	815	827	838	814	818
Retail Trade	6,993	7,282	7,674	7,994	8,140
Transportation and Warehousing	1,937	2,089	1,996	2,241	2,276
Utilities	297	305	297	289	302
Wholesale Trade	1,422	1,435	1,463	1,469	1,519

(1) Figures are annual averages of quarterly data.

(2) Data as of 3rd quarter fiscal year 2024. Preliminary, subject to change.

Source: New Mexico Department of Workforce Solutions Quarterly Census of Employment and Wages program

Major Employers

The following are the principal employers located in or near the City.

Doña Ana County Principal Employers

- 1,000 - 4,999 Employees
City of Las Cruces
Gadsden Independent School District
Las Cruces Public School
Memorial Medical Center
New Mexico State University
White Sands Missile Range
- 500-999 Employees
Doña Ana Branch Community College
Doña Ana County
ADD US Homecare
Mountain View Regional Medical Center
Peak Behavioral Health
Walmart Supercenter

Source: Mesilla Valley Economic Development Authority, July 2024.

Per Capita Income

The following table sets forth annual per capita personal income levels for the Las Cruces Metropolitan Statistical Area (“MSA”), the State of New Mexico, and the United States. The Las Cruces MSA and the State’s per capita income level over this period have been lower than the national average. All figures are subject to periodic revisions.

Year	Las Cruces MSA	New Mexico	United States
2023	\$47,712	55,343	\$69,810
2022	46,226	53,079	66,244
2021	45,696	50,691	64,460
2020	41,597	46,486	59,765
2019	38,142	43,224	56,250
2018	36,063	40,977	54,098
2017	35,189	39,197	51,811
2016	34,544	38,475	49,571
2015	33,493	37,753	48,190
2014	32,011	36,880	46,464

Sources: Bureau of Economic Analysis, United States Department of Commerce computed using U.S. Census Bureau mid-year population estimates for 2021 through 2023, released March 2024.

Effective Buying Income

The following table reflects the percentage of households by Effective Buying Income (“EBI”) and

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a five-year comparison of the estimated median household income. EBI is personal income less personal tax and non-tax payments. Personal income includes wages and salaries, other labor income, proprietors' income, rental income, dividends, personal interest income, and transfer payments. Deductions are made for federal, state, and local taxes, non-tax payments such as fines and penalties, and personal contributions for social security insurance. The following chart depicts the median household EBI level for the Las Cruces MSA, the State of New Mexico and the United States.

Effective Buying Income Group	Las Cruces MSA	New Mexico	United States
Under \$25,000	15.77%	21.01%	15.66%
\$25,000 – 34,999	10.13%	8.87%	7.25%
\$35,000 – 49,999	14.08%	12.16%	10.82%
\$50,000 – 74,999	15.56%	17.08%	15.83%
\$75,000 and over	44.47%	40.88%	50.44%
2020 Est. Median Household Income	\$39,705	\$49,384	\$65,228
2021 Est. Median Household Income	\$38,109	\$49,658	\$67,086
2022 Est. Median Household Income	\$45,534	\$55,028	\$72,191
2023 Est. Median Household Income	\$46,147	\$57,526	\$73,336
2024 Est. Median Household Income	\$49,871	\$60,813	\$75,780

Source: Spotlight, November 2024.

Age Distribution

The following table sets forth a comparative age distribution profile for the City, the State of New Mexico and the United States.

Age Group	Las Cruces	New Mexico	United States
0-17	22.67%	21.41%	21.10%
18-24	11.34%	9.70%	9.55%
25-34	13.94%	12.51%	12.98%
35-44	12.00%	12.49%	12.94%
45-54	10.30%	11.04%	11.98%
55 and Older	29.75%	32.85%	31.45%

Source: Spotlight, November 2024.

Population

Based on information gained from the United States Census Bureau, the following table shows the historical population data for the City of Las Cruces, Doña Ana County and the State of New Mexico.

Population

Year	City of Las Cruces	Doña Ana County	State of New Mexico
2024 ⁽¹⁾	115,669	225,325	2,117,948
2020	105,591	218,867	2,117,522
2019	103,432	218,195	2,096,829
2018	102,657	214,739	2,081,363
2010	98,158	209,230	2,059,174
2000	74,267	175,524	1,821,078
1990	62,648	136,523	1,519,933
1980	45,086	96,340	1,303,143
1970	37,857	69,773	1,017,055

⁽¹⁾Estimates.
Source: Spotlight, November 2024 and United States Census Bureau County QuickFacts.

Building Permits and Assessed Valuations

The 1980s saw a relatively stable level of building activity in Las Cruces. Construction activity reached its lowest point in 1991 but steadily increased throughout the 1990s. Growth continued into the 2000s until economic and construction slowdowns began in 2007. More recently, Las Cruces has experienced significant growth in both residential and commercial construction, culminating in record valuations in 2024. A substantial portion of this growth can be attributed to an increase in new multi-family housing projects, aimed at addressing the community's need for additional housing opportunities to support its growing population.

City of Las Cruces, New Mexico
Building Permits

Year	Valuation	Number of Permits
2024	473,423,213	7,005
2023	314,503,173	7,618
2022	335,396,071	9,530
2021	321,739,242	9,641
2020	253,682,133	8,547
2019	179,358,342	6,614
2018	214,378,952	4,776
2017	223,537,332	8,422
2016	219,652,972	6,151
2015	136,270,075	3,570

Source: City of Las Cruces Community Development Department.
*Through November 30, 2024.

<u>History of Assessed Values</u>		
<u>Tax Year</u>	<u>City of Las Cruces</u>	<u>Doña Ana County</u>
2024	\$3,209,148,799	\$5,959,211,662
2023	3,008,373,421	5,607,428,928
2022	2,810,356,108	5,223,570,138
2021	2,629,782,733	4,935,560,916
2020	2,552,890,119	4,783,117,888
2019	2,452,517,126	4,602,866,403
2018	2,365,635,364	4,450,597,884
2017	2,293,290,617	4,323,278,362
2016	2,215,682,442	4,193,488,596

Source: Doña Ana County Assessor's Office.

Financial Statements

The following General Fund Balance Sheet and Statement of Revenues, Expenditures and Changes in Fund Balances have been included herein for informational purposes only. Figures were taken from the audit reports prepared by the City. Audited figures are excerpts of the audit reports and do not purport to be complete. Reference is made to the complete audit reports which are available upon request.

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STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – GENERAL FUND⁽¹⁾

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
REVENUES					
Local Taxes:					
Gross receipts	\$90,340,739	\$97,593,897	\$122,059,903	\$129,706,540	\$132,413,311
Property	12,763,080	13,233,032	13,330,826	14,371,555	15,353,170
Utility franchise					
Total local taxes	<u>\$103,103,819</u>	<u>\$110,826,929</u>	<u>\$135,390,729</u>	<u>144,078,095</u>	<u>147,766,481</u>
State-shared taxes	472,300	541,319	643,066	1,498,241	1,386,442
Charges for services	2,522,487	766,399	1,239,652	1,447,576	2,926,986
Fees and fines	311,623	216,230	234,400	170,540	126,447
Investment income (loss)	1,613,241	35,135	(704,725)	1,337,383	3,340,202
Franchise fee	3,510,306	4,292,458	4,281,498	4,352,874	4,007,901
Licenses and permits	1,787,286	2,529,467	3,356,634	3,121,170	3,108,546
Operating grants and contributions					
Intergovernmental	16,267	14,901	15,568	20,825	
Other	<u>4,174,595</u>	<u>3,732,914</u>	<u>7,430,412</u>	<u>4,534,147</u>	<u>7,005,927</u>
Total Revenues	<u>\$117,511,924</u>	<u>\$122,955,752</u>	<u>\$151,887,234</u>	<u>\$160,560,851</u>	<u>\$169,668,932</u>
EXPENDITURES					
Current:					
General government	19,032,925	18,588,324	26,428,977	24,696,257	29,741,263
Economic development		2,534,112	3,115,046	3,042,822	2,615,449
Police	25,185,636	22,712,126	25,553,304	28,369,667	30,940,376
Fire	16,221,513	15,793,885	18,247,544	20,324,286	20,720,959
Community development	3,801,890	3,960,914	4,216,866	4,655,037	4,790,787
Quality of Life	6,391,893	6,243,602	7,061,968	7,829,814	8,409,409
Public works	13,057,782	8,228,681	12,570,016	13,055,476	13,447,206
Information technology					
Transportation					
Parks and recreation	10,627,344	8,784,074	12,636,023	14,665,324	16,115,296
Capital Outlay	2,021,780	4,297,927	5,270,326	17,617,102	13,178,856
Debt service					
Interest					
Principal					
Total Expenditures	<u>\$99,295,123</u>	<u>\$91,143,645</u>	<u>\$115,100,070</u>	<u>134,255,785</u>	<u>139,959,602</u>
Revenues Over (Under) Expenditures	<u>\$18,216,801</u>	<u>\$31,812,107</u>	<u>\$36,787,164</u>	<u>26,305,066</u>	<u>29,709,330</u>
OTHER FINANCING SOURCES (USES)					
Issuance of debt				7,567,358	
Proceeds from sale of capital assets	130,344	-	-		
Payment to agency					
Transfers in	5,702,555	3,304,119	5,287,856	10,398,847	4,199,010
Transfers out	<u>(27,184,709)</u>	<u>(27,626,489)</u>	<u>(31,178,295)</u>	<u>(26,762,047)</u>	<u>(38,770,861)</u>
Total other financing sources (uses)	<u>(21,351,810)</u>	<u>(24,322,370)</u>	<u>(25,890,439)</u>	<u>(8,795,842)</u>	<u>(34,571,851)</u>
Net Change in Fund Balances	<u>(3,135,009)</u>	<u>7,489,737</u>	<u>10,896,725</u>	<u>17,509,224</u>	<u>(4,862,521)</u>
Fund Balances - Beginning of Year	<u>47,026,804</u>	<u>43,891,795</u>	<u>51,381,532</u>	<u>62,278,257</u>	<u>79,787,481</u>
Fund Balances – End of Year	<u>\$43,891,795</u>	<u>\$51,381,532</u>	<u>\$62,278,257</u>	<u>\$79,787,481</u>	<u>\$74,924,960</u>

(1) Information appearing in the table is derived from the City's audited financial statements, but table is not audited

Source: City of Las Cruces.

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CITY OF LAS CRUCES, NEW MEXICO BALANCE SHEET – GENERAL FUND⁽¹⁾

	2020	2021	2022	2023	2024
ASSETS					
Pooled cash and investments	\$ 36,239,451	\$ 33,813,122	\$44,791,886	\$57,594,669	\$51,740,999
Restricted cash and investments					
Receivables, net	646,188	907,1953	796,359	564,064	895,839
Due from other funds	1,441,900	1,273,602	1,562,759	5,217,586	7,954,465
Due from other governmental units	15,813,191	18,860,630	21,501,563	22,970,020	22,858,876
Leases receivable			2,245,749	2,057,061	1,837,796
Inventories	1,711,370	1,760,958	1,645,743	1,725,999	1,770,367
Total Assets	<u>\$ 55,852,100</u>	<u>\$ 56,615,507</u>	<u>\$ 72,544,059</u>	<u>\$ 90,129,399</u>	<u>\$87,058,342</u>
DEFERRED OUTFLOWS OF RESOURCES					
Deferred amount from investment Earnings					
Total Deferred Outflow of Resources					
Total Assets and Deferred Outflow of Resources	\$ 55,852,100	\$ 56,615,507	\$ 72,544,059	\$ 90,129,399	\$87,058,342
LIABILITIES					
Accounts and Contracts Payable	\$ 1,759,098	\$ 2,058,322	\$ 4,000,510	\$ 3,649,480	5,884,515
Due to other funds					
Accrued Liabilities	9,267,941	2,254,842	3,392,283	3,922,640	3,662,018
Unearned Revenues	<u>257,297</u>	<u>252,522</u>	<u>30,662</u>	<u>32,218</u>	<u>79,065</u>
Total Liabilities	11,284,336	4,565,686	7,423,455	7,604,338	9,585,598
Deferred Inflows of Resources					
Deferred special assessment receipts					
Unavailable revenue	663,533	655,852		726,674	801,448
Deferred inflows related to leases			2,245,749	2,010,906	1,746,336
Deferred from invest.	<u>12,437</u>	<u>12,437</u>	<u>596,598</u>		
Total Deferred Inflows of Resources	<u>675,970</u>	<u>668,289</u>	<u>2,842,347</u>	<u>2,737,580</u>	<u>2,547,784</u>
Total Liabilities and Deferred Inflows of Resources	11,960,306	5,233,975	10,265,802	10,341,918	12,133,382
FUND BALANCES					
Non-spendable:					
Inventories	\$ 1,711,807	\$ 1,760,958	\$ 1,645,763	\$ 1,725,999	\$1,770,367
Restricted For:					
General Government				492,000	260,000
Economic Development	547,794	769,085	912,362	747,362	3,545,893
Public safety programs	656,505	381,947	226,106	545,893	285,000
Housing and community development	65,387	269,104	58,830	65,452	
Parks and recreation	383,351	269,465	889,613	759,472	877,306
Public works			78,245	21,331	7,000
Quality of Life	791,878	924,662	857,571	940,779	939,051
Debt service funds					
Health-related programs					
Transportation					
Minimum fund balance					13,203,739
Committed for:					
Health related programs					
Debt service	9,380,532	10,679,581	10,463,998	10,463,205	14,085,338
Public safety programs	4,178,662	2,472,858	2,582,858	3,733,193	3,156,501
Public works		6,800,000	6,500,000	6,500,000	4,500,000
Transportation	3,500,000	2,511,854	2,511,054	3,991,355	2,888,054
Quality of Life	1,250,000	2,150,000	2,150,000	2,448,184	2,458,006
Economic Development	825,320	850,200	773,000	1,013,000	1,013,000
Assigned to:					
Economic development	1,347,523	1,716,968	1,519,399	1,352,454	1,683,282
Public works		563,487			
Culture and recreation					
Transportation					
Community development					
Vehicle acquisition	1,352,415	1,668,918	854,875	973,845	1,594,002
Unassigned:					
Unassigned:	<u>17,900,621</u>	<u>17,592,445</u>	<u>30,254,603</u>	<u>44,013,957</u>	<u>22,658,421</u>
Total fund balances	<u>\$ 43,891,795</u>	<u>\$ 51,381,532</u>	<u>\$ 62,278,257</u>	<u>\$ 79,787,481</u>	<u>74,924,960</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 55,852,101</u>	<u>\$ 56,615,507</u>	<u>\$ 72,544,059</u>	<u>\$ 90,129,399</u>	<u>\$ 87,058,342</u>

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Other City Obligations

The tables below summarize all outstanding revenue bond obligations of the City as of December 15, 2024.

State Shared Gross Receipts Tax Bonds

Series	Description	Original Par Amount	Par Outstanding	Average Interest Rate	Final Maturity
2014	SSGRT Revenue Bonds	\$10,000,000	\$1,545,000	3.00%	2026
2015	SSGRT Refunding Revenue Bonds	19,195,000	11,140,000	3.20%	2035
2016	Sub Lien Taxable SSGRT Improvement Revenue Bonds	8,585,000	4,810,000	3.50%	2031
2017	SSGRT Revenue Bonds	10,570,000	3,225,000	3.80%	2029
2019	Sub Lien SSGRT Taxable Improvement Revenue Bonds	8,870,000	7,210,000	2.55%	2031
2020	SSGRT Refunding Revenue Bonds (Convention Ctr) ¹	15,435,000	12,565,000	3.88%	2039
2020A	SSGRT Revenue Bonds NMFA Loan	7,190,000	5,760,000	5.00%	2032
2020B	Sub Lien SSGRT Revenue Bonds	6,750,000	6,375,000	4.63%	2029
2022	Sub Lien SSGRT Revenue Bonds	5,000,000	4,280,000	2.19%	2033
2023	SSGRT Improvement Revenue Bonds	12,000,000	10,835,000	4.73%	2035
2023A	Sub Lien SSGRT Improvement Bonds	5,580,000	4,855,000	3.13%	2035
Total		\$109,175,000	\$72,600,000		

⁽¹⁾Also secured by Lodgers' Tax Revenues and Convention Center Fee Revenues

Municipal Gross Receipts Tax Bonds

Series	Description	Original Par Amount	Par Outstanding	Average Interest Rate	Final Maturity
2014A	Improvement Revenue Bonds (Street)	\$ 8,000,000	\$1,905,000	3.03%	2028
2016	Improvement Revenue Bonds (Flood Control)	5,000,000	1,130,000	4.50%	2028
2017	Improvement Revenue Bonds (Street)	5,115,000	1,585,000	2.22%	2030
2018	Improvement Revenue Bonds (Fire Pumper)	1,419,664	219,583	2.11%	2025
2020A	Refunding Revenue Bonds (Street)	5,080,000	1,955,000	1.72%	2033
2020B	Refunding Revenue Bonds (Flood Control)	3,580,000	1,325,000	1.73%	2032
2023A	Improvement Revenue Bonds (Flood Control)	3,070,000	2,445,000	2.80%	2035
2023B	Improvement Revenue Bonds (Street)	5,080,000	4,235,000	2.62%	2036
Total		\$36,344,664	\$14,799,583		

General Obligation Bonds

Series	Description	Original Par Amount	Par Outstanding	Average Interest Rate	Final Maturity
2019	General Obligation Bonds	\$18,000,000	5,910,000	3.83%	2030
2020	General Obligation Bonds	17,600,000	8,275,000	3.13%	2032
2023	General Obligation Bonds	17,000,000	13,035,000	4.83%	2036
2024	Taxable General Obligation Bonds	6,000,000	4,150,000	4.86%	2035
	Total	\$58,600,000	\$31,370,000		

Hold Harmless Gross Receipts Tax Revenue Bonds

Series	Description	Original Par Amount	Par Outstanding	Average Interest Rate	Final Maturity
2015A	Improvement Revenue Bonds	\$23,075,000	14,555,000	3.28%	2035
2015B	Taxable Improvement Revenue Bonds	4,020,000	2,605,000	3.82%	2035
2018	Improvement Revenue Bonds	9,600,000	3,575,000	2.43%	2027
	Total	\$36,695,000	\$20,735,000		

Joint Utility Revenue Bonds

Series	Description	Original Par Amount	Par Outstanding	Average Interest Rate	Final Maturity
2014A	Refunding Revenue Bonds	\$7,125,000	750,000	3.80%	2025
2014B	Improvement Revenue Bonds	3,425,000	1,995,000	3.33%	2034
2015	Refunding and Improvement Revenue Bonds	16,895,000	6,125,000	3.32%	2035
2015A	Improvement Revenue Bonds	17,065,000	11,420,000	3.58%	2035
2016	Improvement Revenue Bonds	16,375,000	11,330,000	3.13%	2036
2017	Improvement Revenue Bonds (NMFA Loan)	5,135,000	3,655,000	2.71%	2037
2018	Improvement Revenue Bonds (Sublien)	22,180,000	19,140,000	3.84%	2038
2020	Refunding and Improvement Revenue Bonds	12,825,000	5,705,000	5.00%	2027
2020A	Improvement Revenue Bonds (NMFA Loan)	11,240,000	9,790,000	4.67%	2040
2020B	Improvement Revenue Bonds (Sublien) (NMFA Loan)	7,985,000	7,620,000	4.58%	2041
2023	Clean Water State Revolv. Fund Loan (NMED)	16,916,853	16,916,853	0.01%	2056
2024	Drinking Wtr State Revolv. Fund (Sub Lien)(NMFA Loan)	15,300,000*	12,280,949	0.25%	2046
	Total	\$152,466,853	\$106,727,802		

*\$15,300,000 is the maximum Principal Amount. The maximum repayable principal amount is \$12,280,949, and the maximum forgiven principal amount is \$3,019,051. There is also accrued interest not included in the par amount outstanding shown in the table.
Source: City of Las Cruces and EMMA-Municipal Securities Rulemaking Board.

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The table below summarizes the outstanding Department of Housing and Urban Development (HUD) Loan obligation and other obligations of the City as of June 30, 2024:

Category of Indebtedness	Project	Security of Repayment	Issue Date	Original Principal Amount	Interest Rate	Date of Final Maturity	Amount Outstanding as of 6/30/2024
2010 NMFA Note	Griggs Walnut	Environmental GRT (EGRT)	1/18/2008	\$ 1,478,799	2.000%	2032	678,664
2010 HUD Loan	Facilities	Museum of Nature & Science	7/21/2010	2,000,000	2.000%	2030	911,110
2014 NMFA Loan	SCSWA Projects	SCSWA Revenues & EGRT	6/20/2014	2,780,000	0.250%	2028	675,000
2018 NMFA Loan	Street Equipment	Gas Tax Revenues	11/21/2018	<u>2,575,000</u>	1.88%-2.59%	2025	<u>389,000</u>
Total Other Obligations				<u>\$8,833,799</u>			<u>\$2,653,664</u>

Source: City of Las Cruces

LITIGATION AND INSURANCE

At the time of the original delivery of the Bonds, the City will deliver a certificate to the effect that no litigation or administrative action of proceedings is pending or, to the knowledge of the appropriate officials, threatened, restraining or enjoining, or seeking to restrain or enjoin, the issuance and delivery of the Bonds, the effectiveness of the Bond Ordinance, the levying or collecting of taxes to pay the principal of and interest on the Bonds or contesting or questioning the proceedings and authority under which the Bonds have been authorized and are to be issued, sold, executed or delivered, or the validity of the Bonds.

The risks of loss through damage to buildings, contents, and heavy equipment, and losses from employee defalcation are covered by commercial insurance purchased from third parties. Settled claims from these risks have not exceeded commercial insurance coverage for the past three years. The City has established a self-insurance fund to manage risks related to physical damage to City vehicles, loss associated with actions of employees resulting in damage to the persons or property of others, and for employee injury losses. 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 insurance agreements to reduce its exposure to large losses from employee on-the-job injuries.

The City of Las Cruces is party to various legal proceedings seeking damages or injunctive relief and generally incidental to the operations of the City. In addition, the City is a defendant in several cases involving City Police Department action which, if determined unfavorably to the City, may involve significant damages or settlement. The litigation to which the City is a party is unrelated to and does not question the validity of the Bonds, the proceedings under which the Bonds are issued, nor the City's ability to levy and collect gross receipts taxes to pay the debt service on the Bonds. Payment of any settlement or judgement may require the City to access funds in its unrestricted reserves. The ultimate disposition of such proceedings is not presently determinable. Given the current status of the cases, the nature of the claims in the cases, the uncertainty of monetary damages, if any, the amount of any loss through jury verdict or settlement is not reasonably subject to estimation at this time. The City continues to defend itself vigorously against the allegations.

FINANCIAL ADVISOR

RBC Capital Markets, LLC (“RBC CM”) is employed as Financial Advisor to the City of Las Cruces in connection with the issuance of the Bonds. The Financial Advisor’s fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information in this Official Statement.

TRANSCRIPT AND CLOSING STATEMENTS

A complete transcript of proceedings and a no-litigation certificate (described above under “LITIGATION AND INSURANCE”) will be delivered by the City when the Bonds are delivered. The City will at that time also provide a certificate of the City relating to the accuracy and completeness of this Official Statement.

TAX MATTERS

In the opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A., Bond Counsel, to be delivered at the time of original issuance of the Bonds, based on existing laws of the State of New Mexico as enacted and construed, interest on the Bonds is exempt from taxation by the State of New Mexico or any political subdivision thereof for present State of New Mexico income tax purposes.

The Bonds are being issued as federally taxable under the Internal Revenue Code of 1986, as amended (the “Code”). Prospective purchasers of the Bonds should consult their own tax advisors as to the tax treatment which may be anticipated from the purchase, ownership and disposition of the Bonds, including the treatment of original issue discount and original issue premium, before determining whether to purchase the Bonds.

FINANCIAL STATEMENTS

The general purpose financial statements of the City as of June 30, 2024, and for the year then ended, contained in Appendix A to this Official Statement, have been audited by Pattillo, Brown & Hill, L.L.P., Certified Public Accountants, Albuquerque, New Mexico, as set forth in their report thereon included in Appendix A hereto. Pattillo, Brown & Hill, L.L.P., has not been engaged to perform, and has not performed since June 30, 2024, any procedures on the financial statements shown in the excerpt. Further, Pattillo, Brown & Hill, L.L.P. has not been engaged to perform and has not performed any procedures relating to financial information or any other information contained in this Official Statement. Copies of the City’s comprehensive annual financial report may be requested from the City’s Finance Department, 700 North Main Street, Box 20000, Las Cruces, New Mexico 88004. The financial statements are included for informational purposes only.

LEGAL MATTERS

Modrall, Sperling, Roehl, Harris & Sisk, P.A., Albuquerque, New Mexico, as Bond Counsel, will render an opinion with respect to the validity of the Bonds and will render the opinions described above under “TAX EXEMPTION.” The proposed form of such opinion is attached hereto as Appendix B. Modrall, Sperling, Roehl, Harris & Sisk, P.A., has also acted as Special Counsel to the City in connection with the preparation of the Official Statement. The fees of Bond Counsel and Special Counsel are contingent upon the issuance and delivery of the Bonds.

UNDERWRITING

The underwriter of the Bonds is Raymond James (the “Underwriter”). The Underwriter has agreed, subject to certain conditions, to purchase the Bonds from the City pursuant to a Bond Purchase Agreement (the “Bond Purchase Agreement”) at a price of \$ _____ (being the par amount of the Bonds less an Underwriter’s discount of \$ _____). The Bond Purchase Agreement provides that the Underwriter will purchase all of the bonds if any are purchased. The prices at which the Bonds are offered to the public (and the yields resulting therefrom) may vary from the initial public offering prices appearing on the inside cover page of this Official Statement. In addition, the Underwriter may allow commissions or discounts from such initial prices to dealers and others.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

RATING

The Bonds have been assigned a rating of “___” from Moody’s Investors Services (“Moody’s”). An explanation of the significance of such rating may be obtained from Moody’s.

Such rating reflects only the view of Moody’s. The rating is not a recommendation to buy, sell or hold the Bonds and there is no assurance that the rating will not be revised downward or withdrawn entirely by the rating agency, if, in its judgment, circumstances so warrant. Any downward revision or withdrawal of such rating may have an effect on the market price of the Bonds.

CONTINUING DISCLOSURE

The City will enter into an undertaking (the “Undertaking”), in the form attached as Appendix C to this Official Statement, for the benefit of the holders of the Bonds to provide (i) certain financial information by no later than March 31st of each year, beginning March 31, 2026 until the Bonds are no longer outstanding, and (ii) operating data, and to provide notice of certain events, pursuant to the requirements of section (b)(5)(i) of Rule 15c2-12 of the Securities and Exchange Commission (17 C.F.R. § 240.15c2-12). A failure by the City to provide any information required thereunder shall not constitute an Event of Default under the Bond Ordinance. The City has previously entered into continuing disclosure undertakings (each a “Prior Undertaking” and collectively, the “Prior Undertakings”) with respect to certain other obligations of the City in accordance with Rule 15c2-12 and except as described below, during the last five years, the City has complied in all material respects with those Prior Undertakings.

Compliance with Prior Continuing Disclosure Undertakings

The Prior Undertakings with respect to certain previously issued bonds of the City require the filing each year of audited financial statements and annual updates with respect to certain financial information and operating data related to the City (collectively, the “Prior Annual Reports”). In the years prior to February 7, 2020, the City included in its Prior Annual Reports the combined pledged revenues that included state shared gross receipts tax revenues, but did not include the breakout of the convention center fees and lodgers’ tax revenues, as required by certain of the Prior Undertakings. The City completed a remedial filing February 7, 2020 providing the breakout of this information and provided such breakouts in filings made for fiscal years 2020 and 2021. The breakout of the convention center fees and lodgers’ tax revenues were not included in filings made for fiscal years 2022 and 2023. The City completed remedial filings on December 17, 2024 and filed a failure to file notice on January 2, 2025.

In addition, the filings made in 2020 through 2023 for certain Prior Undertakings related to the

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City's joint utility system inadvertently omitted tables related to the five largest gas utility users and the historic development fees. The City made remedial filings on January 2, 2025.

Compliance with Continuing Disclosure Undertakings in Future Years

The City intends to maintain compliance with its continuing disclosure undertakings in future years through the collective oversight and effort of current City finance staff and private consultants, all of whom have experience and knowledge related to the City's continuing disclosure obligations. Additionally, the City has Continuing Disclosure Procedures on file with the current City finance staff and the City's private consultants, which were adopted by the City Council on July 7, 2014.

ADDITIONAL INFORMATION

All of the summaries of the statutes, ordinances, resolutions, opinions, contracts, agreements, financial and statistical data, and other related reports described in this Official Statement are subject to the actual provisions of such documents. The summaries do not purport to be complete statements of such provisions and reference is made to such documents, copies of which are either publicly available or available for inspection during normal business hours at the offices of the City Clerk of the City of Las Cruces, City Hall, 700 North Main Street, P.O. Box 20000, Las Cruces, New Mexico 88004, or at the offices of RBC Capital Markets, LLC, 6301 Uptown Blvd. NE, Suite 110, Albuquerque, New Mexico 87110.

OFFICIAL STATEMENT CERTIFICATION

As of the date hereof, to my knowledge and belief, this Official Statement is true, complete and correct in all material respects, and does not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made herein, in light of the circumstances under which they are made, not misleading.

The preparation of this Official Statement and its distribution have been authorized by the Las Cruces City Council.

CITY OF LAS CRUCES, NEW MEXICO

By: _____
Eric Enriquez, Mayor

APPENDIX A

**EXCERPTS FROM AUDITED FINANCIAL STATEMENTS OF
THE CITY OF LAS CRUCES, NEW MEXICO
FOR FISCAL YEAR ENDING JUNE 30, 2024**

The City has not requested the consent of Pattillo, Brown & Hill, LLP, which performed the audit of the City's financial statements, to the inclusion of the audit report and excerpts thereof in this Official Statement, and the auditor has not conducted a post-audit review of those financial statements.

APPENDIX B

FORM OF BOND COUNSEL OPINION

February __, 2025

City of Las Cruces
Las Cruces, New Mexico

**§ _____
City of Las Cruces, New Mexico
Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds,
Series 2025**

Ladies and Gentlemen:

We have acted as bond counsel to the City of Las Cruces, New Mexico (the “City”) in connection with the issuance and sale by the City of its \$ _____ Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025 (the “Bonds”). The Bonds are issued pursuant to the Constitution and laws of the State of New Mexico (the “State”) and Ordinance No. 3089, adopted on January 6, 2025, as supplemented by Pricing Certificate executed and delivered on February __, 2025 (collectively, the “Bond Ordinance”). Except as expressly defined herein, capitalized terms used herein have the same meanings as such terms have in the Bond Ordinance.

We have examined those portions of the Constitution and the laws of the State and the United States of America relevant to the opinions herein, a certified transcript of proceedings of the Council, the governing body of the City (the “Transcript”), and other proceedings and documents relevant to the authorization and issuance by the City of the Bonds, including the form of the Bonds in the Bond Ordinance. As to the questions of fact material to our opinion, we have relied upon the Transcript and other representations and certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, and subject to the assumptions and qualifications set forth below, we are of the opinion that, under existing law on the date of this opinion:

1. The Bonds constitute valid and binding special, limited obligations of the City under and in accordance with the Bond Ordinance.
2. The Bond Ordinance has been duly authorized, executed and delivered by the City, and the provisions of the Bond Ordinance are valid and binding on the City.
3. As more fully described in the Bond Ordinance, the Bonds are payable as to principal and interest, solely from, and are secured by a first lien pledge (but not an exclusive first lien pledge) of Pledged Revenues of the City. The owners of the Bonds have no right to have property taxes levied by the City for the payment of principal and interest on the Bonds, and the Bonds do not represent or constitute a debt or pledge of, or a charge against, the general credit of the City.
4. The Bond Ordinance creates the lien on the Pledged Revenues that it purports to create.
5. The Bonds and the income from the Bonds are exempt from all taxation by the State or any political subdivision of the State.

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The opinions expressed herein are based upon existing legislation as of the date of issuance and delivery of the Bonds, and we express no opinion as of any date subsequent thereto or with respect to any pending legislation.

The obligations of the City related to the Bonds are subject to the reasonable exercise in the future by the State and its governmental bodies of the police power inherent in the sovereignty of the State and to the exercise by the United States of the powers (including bankruptcy powers) delegated to it by the United States Constitution. The obligations of the City and the security provided therefor, as contained in the Bond Ordinance, may be subject to general principles of equity which permit the exercise of judicial discretion and are subject to the provisions of applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of result.

As bond counsel, we are passing upon only those matters set forth in this opinion and are not passing upon the accuracy or completeness of any statement made in connection with any sale of the Bonds or upon any tax consequences arising from the receipt or accrual of interest on, or the ownership of, the Bonds except those specifically addressed in Paragraph 5 above.

Respectfully submitted,

APPENDIX C

FORM OF CONTINUING DISCLOSURE UNDERTAKING

CONTINUING DISCLOSURE UNDERTAKING

Section 1. Recitals. This Continuing Disclosure Undertaking (the “Undertaking”) is executed and delivered by the City of Las Cruces, New Mexico (the “City”) in connection with the issuance of its \$_____ Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025 (the “Bonds”). The Bonds are being issued pursuant to the general laws of the State, including Sections 3-31-1 to 3-31-12 of the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented, the Charter of the City, other applicable New Mexico laws, Ordinance No. 3089 adopted by the City Council on January 6, 2025 as supplemented by a pricing certificate executed and delivered on February __, 2025 (collectively, the “Ordinance”). Pursuant to the Ordinance and to allow the Purchaser of the Bonds to comply with the Rule (defined below), the City is required to make certain continuing disclosure undertakings for the benefit of owners (including beneficial owners) of the Bonds (the “Owners”). This Undertaking is intended to satisfy the requirements of the Rule.

Section 2. Definitions.

(a) “Annual Financial Information” means the financial information or operating data with respect to the City, delivered at least annually pursuant to Sections 3(a) and 3(b), consisting of information of the type included in the section of the Official Statement entitled “PLEDGED REVENUES.” Annual Financial Information will include Audited Financial Statements if available.

(b) “Audited Financial Statements” means the City’s annual financial statements prepared in accordance with generally accepted accounting principles, as in effect from time to time (“GAAP”), for governmental units as prescribed by the Governmental Accounting Standards Board (“GASB”), which financial statements have been prepared as may then be required or permitted by the laws of the State.

(c) “EMMA” means the MSRB’s Electronic Municipal Market Access system located on its website at emma.msrb.org.

(d) “Event” means the information or circumstances described in Section 3(d).

(e) “Financial Obligation” shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board in compliance with the Rule.

(f) “MSRB” means the Municipal Securities Rulemaking Board. The current address of the MSRB is 1900 Duke Street, Suite 600, Alexandria, Virginia, 22314, phone (703) 797-6600 fax (703) 797-6708.

(g) “Official Statement” means the Official Statement dated February __, 2025 delivered in connection with the original issue and sale of the Bonds.

(h) “Report Date” means March 31 of each year, beginning in 2026.

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(i) “Rule” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended (17 C.F.R. Part 240, § 240.15c2-12), as the same may be amended from time to time.

(j) “SEC” means the Securities and Exchange Commission.

(k) “State” means the State of New Mexico.

Section 3. Provision of Annual Financial Information and Reporting of Event.

(a) The City, or its designated agent, will provide the Annual Financial Information for the preceding fiscal year to EMMA on or before each Report Date while the Bonds are outstanding.

(b) If Audited Financial Statements are not provided as a part of the Annual Financial Information, the City, or its designated agent, will provide unaudited financial statements as part of the Annual Financial Information. In such cases, Audited Financial Statements will be provided to EMMA when and if available.

(c) The City, or its designated agent, may provide Annual Financial Information by specific reference to other documents, including information reports and official statements relating to other debt issues of the City, which have been submitted to EMMA or filed with the SEC; provided, however, that if the document so referenced is a “final official statement” within the meaning of the Rule, such final official statement must also be available from the MSRB.

(d) This paragraph (d) shall govern the giving of notices of the occurrence of any of the following Events with respect to the Bonds:

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(vii) modifications to rights of Bondholders, if material;

(viii) bond calls, if material, or tender offers;

(ix) defeasances;

(x) release, substitution or sale of property securing repayment of the Bond, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership or a similar event with respect to the District or an obligated person;

(xiii) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor or additional trustee, or a change of name of a trustee, if material;

(xv) the incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and

(xvi) a default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(e) At any time the Bonds are outstanding, the City shall file, in a timely manner not in excess of ten (10) business days after the occurrence of an Event, a notice of such occurrence with EMMA.

(f) At any time the Bonds are outstanding, the City shall provide to EMMA, notice in a timely manner not in excess of ten (10) business days after the occurrence of any failure of the City to timely provide the Annual Financial Information and Audited Financial Statements as specified in Section 3 hereof.

Section 4. Method of Transmission. Unless otherwise required by law, and subject to technical and economic feasibility, the City, or its designated agent, will employ such methods of electronic or physical information transmission as are requested or recommended from time to time by EMMA, the MSRB and the SEC.

Section 5. Enforcement. The obligations of the City under this Undertaking are for the benefit of the Owners. Each Owner is authorized to take action to seek specific performance by court order to compel the City to comply with its obligations under this Undertaking, which action will be the exclusive remedy available to it or any other Owner. The City's breach of its obligations under this Undertaking will not constitute an event of default under the Ordinance, and none of the rights and remedies provided by the Ordinance will be available to the Owners with respect to such a breach.

Section 6. Term. The City's obligations under this Undertaking will be in effect from and after the issuance and delivery of the Bonds and will extend to the earliest of (i) the date all principal and interest on the Bonds has been paid or legally defeased pursuant to the terms of the Ordinance; (ii) the date on which the City is no longer an "obligated person" with respect to the Bonds within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this Undertaking are determined to be invalid or unenforceable by a court of competent jurisdiction in a non-appealable action, have been

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repealed retroactively or otherwise do not apply to the Bonds. The City shall file a notice of any such termination with EMMA.

Section 7. Amendments. The City may amend this Undertaking from time to time, without the consent of any Owner, upon the City’s receipt of an opinion of independent counsel experienced in federal securities laws to the effect that such amendment:

- (a) is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law, a change in the identity, nature or status of the City or a change in the availability or character of financial information for the City;
- (b) this Undertaking, as amended, would have complied with the Rule at the time of the initial issue and sale of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any changes in circumstances; and
- (c) the amendment does not materially impair the interests of the Owners.

Any Annual Financial Information containing amended operating data or financial information will explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided. If an amendment changes the accounting principles to be followed in preparing financial statements, the Annual Financial Information and Audited Financial Statements for the year in which the change is made will present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 8. Beneficiaries. This Undertaking binds and inures to the sole benefit of the City and the Owners and creates no rights in any other person or entity.

Section 9. Special Funds. This Undertaking is subject to the availability of necessary funds from annual Pledged Revenues (as such term is defined in the Ordinance).

Section 10. Governing Law. This Undertaking is governed by and is to be construed in accordance with the law of the State.

Date: February __, 2025

CITY OF LAS CRUCES, NEW MEXICO

[CITY SEAL]

By: _____
Eric Enriquez, Mayor

Attest:

By: _____
Christine Rivera, City Clerk

To: Members of the City Council of the City of Las Cruces

From: Ikani Taumoepeau, City Manager

Date: December 30, 2024

Re: \$21,000,000* City of Las Cruces, New Mexico
Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds,
Series 2025

*Preliminary and subject to change.

The attached Preliminary Official Statement (the "POS") has been prepared in connection with the offering and sale of the \$21,000,000* City of Las Cruces Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025 (the "Bonds"). The Bonds are being issued for the purpose of paying, discharging, and satisfying the City's risk management measures entered into in the Full and Final Release of All Claims and Indemnity Agreement in connection with *Estate of Teresa Gomez, et al. v. City of Las Cruces, et al.*, CIV-23-00952 and paying the costs of issuance of the Bonds. The POS makes various disclosures about the City, the Bond Ordinance and the Bonds. The POS will be reviewed by potential purchasers of the Bonds and a final Official Statement will be provided to investors after the Bonds are priced pursuant to a negotiated sale with the underwriter.

The attached POS is similar to the one used in connection with the City's issuance of its \$12,000,000 State Shared Gross Receipts Tax Improvement Revenue Bonds, Series 2023 and the City's \$5,000,000 Municipal Gross Receipts Tax Bonds (Flood Control Projects) Series 2016, although the 2025 Bonds will be payable from a separate revenue stream of 0.50% of the municipal gross receipts tax revenues. The POS includes information specifically related to the City's local gross receipts tax revenues. The information has been updated by City staff. Representatives from the Modrall Sperling Law Firm, the City's Bond and Disclosure Counsel, RBC Capital Markets, the City's Financial Advisor, and Accu-Disclose, the City's continuing disclosure provider, assisted in the disclosure process by assembling the information, attending disclosure conferences and reviewing the financial and economic data in the POS. In connection with the preparation of the POS, we have participated in due diligence meetings and conference calls. During those meetings and calls we discussed, confirmed and updated information contained in the POS, examined information for materiality, and identified additional information for inclusion. If you have any questions relating to the disclosure process and preparation of the POS, please contact me.

Under regulations imposed by the U.S. Securities and Exchange Commission (the "SEC"), the Preliminary Official Statement must not contain any untrue statement of a material fact, or omit to state a material fact. A material fact is one that could influence an investor in making a decision to purchase the Bonds. The SEC recently increased emphasis on the quality of disclosures made in municipal bond offerings. The SEC has stated that responsibility for disclosures lies with the members of the governing body approving the issuance of municipal bonds, following this guiding principal:

"Public entities that issue securities are primarily liable for the content of their disclosure documents.... In addition to the government entity issuing municipal securities, public officials of the issuer who have ultimate authority to approve the issuance of securities and related disclosure documents have responsibilities under the federal securities laws as well. In authorizing the issuance of the securities and related disclosure documents, a public official may not authorize disclosure that the official knows to be false; nor may

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the public official authorize disclosure while recklessly disregarding facts that indicate that there is a risk that the disclosure may be misleading.”

Although City staff and the finance team collaborated in preparing the POS, each Councilor should review it carefully. The POS is a City Council document, and the City and its Council are responsible for its accuracy. Please use extra care in reviewing the sections labeled “INTRODUCTION AND SUMMARY”, “SPECIAL FACTORS RELATING TO THE BOND”, “SECURITY AND REMEDIES”, “PLEDGED REVENUES”, and “THE CITY” in the POS. In conducting your review, focus on whether the POS contains misleading statements of material facts or omits to state material facts. A material fact is one that could influence an investor in making a decision to purchase the Bonds.

After reviewing the POS, please contact me if you have any reason to believe that the POS contains any inaccurate information or if you know of anything that might make any of the statements made in the POS incomplete or misleading. Thank you for your attention to this important matter.

COUNCIL BILL NO. 25-018ORDINANCE NO. 3089

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF LAS CRUCES, NEW MEXICO TAXABLE MUNICIPAL GROSS RECEIPTS TAX (ONE-HALF PERCENT) REVENUE BONDS, SERIES 2025 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$21,000,000 FOR THE PURPOSE OF PAYING, DISCHARGING, AND SATISFYING THE CITY'S RISK MANAGEMENT MEASURES ENTERED INTO IN THE FULL AND FINAL RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT IN CONNECTION WITH *ESTATE OF TERESA GOMEZ, ET AL. V. CITY OF LAS CRUCES, ET AL.*, CIV-23-00952 AND PAYING THE COSTS OF ISSUANCE OF THE BONDS; PROVIDING FOR THE METHOD OF SALE OF THE BONDS PURSUANT TO A NEGOTIATED PUBLIC SALE WITH AN UNDERWRITER; PROVIDING FOR THE MATURITY DATES AND AMOUNTS, INTEREST RATES, PRICES, REDEMPTION FEATURES AND OTHER FINAL TERMS OF THE BONDS TO BE ESTABLISHED IN A PRICING CERTIFICATE; DELEGATING AUTHORITY TO THE CITY MANAGER AND CITY FINANCIAL SERVICES DIRECTOR TO EXECUTE AND DELIVER A PRICING CERTIFICATE AND BOND PURCHASE AGREEMENT FOR THE SALE OF THE SERIES 2025 BONDS; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of this Bond Ordinance unless the context requires otherwise.

The City Council is informed that:

WHEREAS, the City is a legally and regularly created, established, organized and existing municipal corporation under the general laws of the State of New Mexico and is

operating as a home rule City pursuant to Article X, Section 6 of the Constitution of the State and the Charter of the City; and

WHEREAS, ~~pursuant to Sections 7-19D-1 et seq. NMSA 1978,~~ the City ~~has~~ previously enacted (i) Ordinance No. 385 adopted on July 6, 1981 with an effective date of January 1, 1982 (the ~~"2nd Quarter Percent Increment of~~ MGRT Ordinance No. 385") which imposes an increment of municipal gross receipts tax at a rate of 0.25% of the gross receipts reported or required to be reported by persons engaging in business within the City, with certain specified exemptions and deductions ~~pursuant to Section 7-19D-9 NMSA 1978, as amended,~~ and (ii) Ordinance No. 427 adopted on June 7, 1982 with an effective date of January 1, 1983 (the ~~"3rd Quarter Percent Increment of~~ MGRT Ordinance No. 427" and together with ~~the 2nd Quarter Percent Increment of~~ MGRT Ordinance No. 385, the "Tax Ordinances") which imposes an increment of municipal gross receipts tax at a rate of 0.25% of the gross receipts reported or required to be reported by persons engaging in business within the City, with certain specified exemptions and deductions ~~pursuant to Section 7-19D-9 NMSA 1978, as amended; and; and~~

WHEREAS, the City previously entered into a Loan Agreement with the New Mexico Finance Authority dated July 27, 2018 (the "2018 NMFA Loan") in the original aggregate principal amount of \$1,419,664, now outstanding in the aggregate principal amount of \$219,538, payable from and secured by a first lien, but not an exclusive first lien, on the ~~2nd one-quarter percent increment of municipal gross receipts tax; revenues derived from MGRT Ordinance No. 385 which constitute a portion of the Pledged Revenues;~~

WHEREAS, the municipal gross receipts revenues derived pursuant to the Tax Ordinances are being pledged to the Bonds herein authorized; and

WHEREAS, the Pledged Revenues are collected by the Revenue Division of the New Mexico Taxation and Revenue Department, ~~(the "Department"),~~ and are remitted to the City

~~after deductions for administrative costs~~ pursuant to Section 7-1-6.12 NMSA 1978, as amended, subject to any increase or decrease made pursuant to Section 7-1-6.15 NMSA 1978, less any deduction for administrative costs determined and made by the Department and any additional administrative fee withheld pursuant to Section 7-1-6.41 NMSA 1978; and

WHEREAS, Section 3-31-6(C) NMSA 1978, provides as follows:

C. Any law which authorizes the pledge of any or all of the pledged revenues to the payment of any revenue bonds issued pursuant to Sections 3-31-1 through 3-31-12 NMSA 1978, or which affects the pledged revenues, or any law supplemental thereto or otherwise appertaining thereto, shall not be repealed or amended or otherwise directly or indirectly modified in such a manner as to impair adversely any such outstanding revenue bonds, unless such outstanding revenue bonds have been discharged in full or provision has been fully made therefor; and

WHEREAS, other than the 2018 NMFA Loan, the Pledged Revenues have not been pledged to the payment of any bonds or other obligations which are presently outstanding; and

WHEREAS, the City Council has entered the Full and Final Release of All Claims and Indemnity Agreement in connection with *Estate of Teresa Gomez, et al. v. City of Las Cruces, et al.*, CIV-23-00952 which provides for two payments by the City in an aggregate amount that exceeds the revenue available to the City for such purpose in a single fiscal year; and

WHEREAS, the City has determined that there is an urgent public need for the Project to be funded with certain proceeds of the Bonds; and

WHEREAS, Sections 3-31-1 through 3-31-12 NMSA 1978, as amended, permit the City to issue revenue bonds for the Project and to pledge the Pledged Revenues to the payment of interest on and principal of revenue bonds; and

WHEREAS, the Council hereby determines that the Project is for a municipal purpose within the meaning of Section 3-31-1(D) NMSA 1978; and

WHEREAS, the City Council has determined and hereby determines that it is in the best interests of the City and its residents that the Bonds be issued with a first lien, but not an exclusive first lien, on the Pledged Revenues on a parity with the 2018 NMFA Loan; and

WHEREAS, the proposed form of this Bond Ordinance has been on deposit with the City Clerk and presented to the City Council; and

WHEREAS, the City Council expects to sell the Bonds in a negotiated public sale to the underwriter of the Bonds (the "Purchaser") pursuant to a Pricing Certificate supplementing this Bond Ordinance and a Bond Purchase Agreement to be executed by the City Manager or City Financial Services Director (each a "Delegate") as the Delegates, as authorized by Section 6-14-10.2 NMSA 1978, provided that the final terms of the Bonds set forth in the Pricing Certificate be within the parameters set forth in this Bond Ordinance; and

WHEREAS, the specific principal amounts, interest rates, maturity dates, prices and other final terms and other features of the Bonds, including, without limitation, provisions concerning a Bond Insurance Policy will be established in the Pricing Certificate; and

WHEREAS, the City Council has determined that it is in the best interests of the City to authorize the issuance of the Bonds pursuant to this Bond Ordinance.

NOW, THEREFORE, be it ordained by the governing body of the City of Las Cruces:

(I)

Section 1. Definitions. As used in this Bond Ordinance, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Act” means the general laws of the State, including Sections 3-31-1 to 3-31-12, 6-14-1 through 6-14-11, ~~7-19D-9~~the Municipal Local Option Gross Receipts and Compensating Taxes Act, Sections 7-19D-1 et seq. NMSA 1978, as amended, the home rule powers of the City under the Charter and Article X, Section 6 of the Constitution of the State, the Tax Ordinances, and enactments of the City Council relating to the Pledged Revenues and the issuance of the Bonds, including this Bond Ordinance.

“Bond Insurance Policy” means the financial guaranty insurance policy, if any, issued by an insurance company or financial or other institution insuring the payment when due of the principal of and interest on the Bonds as provided therein.

“Bond Ordinance” means this City Ordinance No. ~~___~~3089 adopted on January 6, 2025, as supplemented by the Pricing Certificate.

“Bondholder,” “holder,” “owner” or “Owner” means the registered owner of any Bond as shown on the registration books of the City for the Bonds, from time to time, maintained by the Registrar. Any reference to a majority or a particular percentage or proportion of the Bondholders shall mean the Holders at the particular time of a majority or of the specified percentage or proportion in aggregate principal amount of all Bonds then outstanding.

“Bond Purchase Agreement” means the Bond Purchase Agreement by and between the City and the Purchaser related to the sale of the Bonds to the Purchaser.

“Bonds” or “Series 2025 Bonds” or “2025 Bonds” means the City of Las Cruces, New Mexico Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025 authorized by this Bond Ordinance, as supplemented by the Pricing Certificate.

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“Business Day” means a day on which commercial banks in the city in which the principal office of the Paying Agent and Registrar is located are open for conduct of substantially all of their business operations.

“Charter” means the home rule charter of the City submitted to Las Cruces City Commission on January 7, 1985, and approved by the voters of the City on March 5, 1985, as amended and supplemented.

“City” means the City of Las Cruces, in the County of Doña Ana and State of New Mexico.

“City Council” means the City Council of the City or any future successor governing body of the City.

“Code” means the Internal Revenue Code of 1986, as amended, including, when appropriate, the statutory predecessor of the Code, and all applicable regulations whether proposed, temporary or final, including regulations issued and proposed pursuant to the statutory predecessor of the Code, and, in addition, all official rulings and judicial determinations applicable to the Bonds, and under the statutory predecessor of the Code and any successor provisions to those sections or regulations.

“Continuing Disclosure Undertaking” means the continuing disclosure agreement with respect to the Bonds to be executed on the day of issuance and delivery of the Bonds to the Purchaser.

“Depository” means The Depository Trust Company, New York, New York, or such other securities depository as may be designated by an officer of the City.

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“Escrow Deposit Agreement” means any agreement for the deposit of the Acquisition Fund pending payment for the costs of the 2025 Project.

“Event of Default” means any of the events stated in Section 25 of this Bond Ordinance.

“Expenses” means the reasonable and necessary fees, costs and expenses incurred by the City with respect to the issuance of the Bonds, including, to the extent applicable, the fees, compensation, costs and expenses paid or to be paid to the Paying Agent and Registrar, the Insurer and legal fees, financial advisor fees, expenses and applicable gross receipts taxes, costs of printing and distributing the Preliminary Official Statement and the Official Statement, rating fees and accounting fees and expenses.

“Fiscal Year” means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the City as its fiscal year.

“Fitch” means Fitch Ratings, Inc., its successors and their assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the City.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to the entire Bond Ordinance and not solely to the particular section or paragraph of this Bond Ordinance in which such word is used.

“Independent Accountant” means (A) an accountant employed by the State of New Mexico and under supervision of the State Auditor of the State of New Mexico, or (B) any certified public accountant, registered accountant, or firm of such accountants duly licensed to practice and practicing as such under the laws of the State of New Mexico, appointed and paid

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by the City who (i) is, in fact, independent and not under the domination of the City, (ii) does not have any substantial interest, direct or indirect, with the City, and (iii) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or similar audits of the books or records of the City.

“Insured Bank” means a bank or savings and loan association insured by an agency of the United States.

“Interest Payment Date” means each June 1 and December 1, commencing June 1, 2025 (or such other date specified in the Pricing Certificate).

“Moody's” means Moody's Investor Service, its successors and their assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the City.

“2018 NMFA Loan” means the Loan Agreement between the City and the New Mexico Finance Authority dated July 27, 2018 in the original aggregate principal amount of \$1,419,664, and constituting a first lien, but not an exclusive first lien, on the ~~2nd one-quarter~~ percent increment of municipal gross receipts tax revenues derived from MGRT Ordinance No. 385.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

“Official Statement” means the final disclosure document relating to the issuance and sale of the Bonds.

“Outstanding” or “outstanding” when used in reference to bonds means, on any particular date, the aggregate of all Bonds delivered under this Bond Ordinance except:

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A. those cancelled at or prior to such date or delivered or acquired by the City at or prior to such date for cancellation;

B. those otherwise deemed to be paid in accordance with Section 28 or Section 31 of this Bond Ordinance;

C. those in lieu of or in exchange or substitution for which other Bonds shall have been delivered, unless proof satisfactory to the City and the Paying Agent is presented that any Bond for which a new Bond was issued or exchanged is held by a bona fide holder or in due course.

“Parity Bonds” or “Parity Obligations” means the 2018 NMFA Loan and bonds or other obligations hereafter issued or incurred, payable from and constituting a first lien upon the Pledged Revenues on parity with the Bonds and the 2018 NMFA Loan, as provided in Section 20 of this Bond Ordinance.

“Parity Subordinate Obligations” means bonds or other obligations, now outstanding or hereafter issued or incurred, payable from and constituting a lien upon the Pledged Revenues subordinate and junior to the lien thereon of the Parity Bonds and on parity with the Parity Subordinate Obligations, as provided in Section 20 of this Bond Ordinance.

“Paying Agent” means the City Treasurer, as agent for the City for the payment of the Bonds or any other entity at the time appointed Paying Agent by resolution of the City Council.

“Permitted Investments” means, but only to the extent permitted by applicable laws of the State or ordinances of the City, the following:

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A. Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury, and CATS and TIGRS) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

B. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

1. U.S. Export-Import Bank (Eximbank)
Direct obligations or fully guaranteed certificates of beneficial ownership.
2. Farmers Home Administration (FmHA)
Certificates of beneficial ownership
3. Federal Financing Bank
4. Federal Housing Administration Debentures (FHA)
5. General Services Administration
Participation certificates
6. Government National Mortgage Association (GNMA or “Ginnie Mae”)
GNMA - guaranteed mortgage-backed bonds
GNMA - guaranteed pass-through obligations
7. U.S. Maritime Administration
Guaranteed Title XI financing
8. U.S. Department of Housing and Urban Development (HUD)
Project Notes

Local Authority Bonds

New Communities Debentures - U.S. government guaranteed debentures

U.S. Public Housing Notes and Bonds - U.S. government guaranteed public housing notes and bonds

C. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

1. Federal Home Loan Bank System
Senior debt obligations
2. Federal Home Loan Mortgage Corporation (FHLMC or “Freddie Mac”)
Participation Certificates
Senior debt obligations
3. Federal National Mortgage Association (FNMA or “Fannie Mae”)
Mortgage-backed securities and senior debt obligations
4. Student Loan Marketing Association (SLMA or “Sallie Mae”)
Senior debt obligations
5. Resolution Funding Corp. (REFCORP) obligations
6. Farm Credit System
Consolidated system wide bonds and notes

D. Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of AAAm-G; AAA-m; or AA-m and if rated by Moody's rated Aaa, Aa1 or Aa2.

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E. Certificates of deposit secured at all times by collateral described in (A) and/or (B) above. Such certificates must be issued by commercial banks, savings and loan associations or mutual savings banks. The collateral must be held by a third party and the bondholders must have a perfected first security interest in the collateral.

F. Certificates of deposit, savings accounts, deposits accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF.

G. Investment Agreements, including GIC's, Forward Purchase Agreements and Reserve Fund Put Agreements.

H. Commercial paper rated, at the time of purchase, "Prime - 1" by Moody's and "A-1" or better by S&P.

I. Bonds or notes issued by any state or municipality which are rated by Moody's and S&P in one of the two highest rating categories assigned by such agencies.

J. Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of "Prime - 1" or "A3" or better by Moody's and "A-1" or "A" or better by S&P.

K. Repurchase Agreements for 30 days or less must follow the following criteria.

Repurchase agreements provide for the transfer of securities from a dealer bank or securities firm (seller/borrower) to a municipal entity (buyer/lender), and the transfer of cash from a municipal entity to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the City in exchange for the securities at a specified date.

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1. Repos must be between the City and a dealer bank or securities firm
 - a. Primary dealers on the Federal Reserve reporting dealer list which are rated A or better by S&P and Moody's, or
 - b. Banks rated "A" or above by S&P and Moody's.
2. The written repo contract must include the following:
 - a. Securities which are acceptable for transfer are:
 - (1) Direct U.S. governments, or
 - (2) Federal agencies backed by the full faith and credit of the U.S. government (and FNMA & FHLMC)
 - b. The term of the repo may be up to 30 days
 - c. The collateral must be delivered to the City, trustee (if trustee is not supplying the collateral) or third party acting as agent for the trustee (if the trustee is supplying the collateral) before/simultaneous with payment (perfection by possession of certificated securities).
 - d. Valuation of Collateral
 - (1) The securities must be valued weekly, marked-to-market at current market price plus accrued interest.

(a) The value of collateral must be equal to 104% of the amount of cash transferred by the municipal entity to the dealer bank or security firm under the repo plus accrued interest. If the value of securities held as collateral slips below 104% of the value of the cash transferred by municipality, then additional cash and/or acceptable securities must be transferred. If, however, the securities used as collateral are FNMA or FHLMC, then the value of collateral must equal 105%.

3. Legal opinion which must be delivered to the City:

a. Repo meets guidelines under state law for legal investment of public funds.

L. The State Treasurer's short-term investment fund created pursuant to Section 6-10-10.1, NMSA 1978, and operated, maintained and invested by the State Treasurer.

"Pledged Revenue Fund" means the Gross Receipts Tax Revenue Fund established in Section 16 of this Bond Ordinance.

"Pledged Municipal Gross Receipts Tax Revenues" or "Pledged Revenues" means the revenues derived from ~~the 2nd~~two one-quarter percent ~~increment of municipal gross receipts tax and 3rd one-quarter percent increment~~increments of municipal gross receipts taxes imposed pursuant to the Tax Ordinances, (a) which ~~tax equals, subject to the exemptions specified in Section 7-19D-7 NMSA 1978, taxes equal a combined~~ 0.50% of the gross receipts reported or required to be reported by persons engaging in business in the City subject to the

exemptions specified in Section 7-19D-5 NMSA 1978 and as required by Section 7-19D-4 NMSA 1978, (b) which amounts are dedicated to general fund purposes and (c) which amounts are collected ~~and, after deductions for administrative costs and disbursements for tax credits, refunds, and the payment of interest applicable to such municipal gross receipts tax and subject to any increase or decrease~~ pursuant to Section ~~7-1-6.15~~19D-7 NMSA 1978, ~~are distributed and remitted to the City~~ monthly by the Revenue Division of the Taxation and Revenue Department of the State of New Mexico ~~to the City~~ pursuant to Sections 7-1-6.1, and 7-1-6.12 ~~and 7-19D-9 NMSA 1978, as amended, subject to any increase or decrease made pursuant to Section 7-1-6.15 NMSA 1978, as amended, less any deduction for administrative costs withheld pursuant to Section 7-1-6.41~~ NMSA 1978; and provided that, the City intends that Section 3-31-6(C) NMSA 1978 applies expressly to the amount of revenues pledged pursuant to this Bond Ordinance (the term "Pledged Revenues" does not include any other local option gross receipts tax ~~income~~revenues, the state shared gross receipts tax revenues received by the City, or any hold harmless distributions received by the City pursuant to Section 7-1-6.46 NMSA 1978 as amended).

"Preliminary Official Statement" means the initial disclosure document relating to the issuance and sale of the Bonds.

"Pricing Certificate" means one or more certificates executed by the City Manager or City Financial Services Director, dated on or before the date of delivery of the Bonds, setting forth the following final terms of the Bonds: (i) the interest and principal payment dates; (ii) the principal amounts, denominations and maturity amortization; (iii) the sale prices; (iv) the interest rate or rates; (v) the interest payment periods; (vi) the redemption and tender provisions; (vii) the creation of any capitalized interest fund, including the size and funding of such fund(s); (viii) the amount of underwriting discount, if any; (ix) the procurement of any Bond Insurance Policy and (x) the final terms of agreements, if any, with agents or service providers

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required for the purchase, sale, issuance and delivery of the Bonds, all subject to the parameters and conditions contained in this Ordinance.

“Purchaser” means the best bidder for the Bonds.

“Rating Category” means a generic securities rating category, without regard, in the case of a long-term rating category, to any refinement or gradation of such long-term rating category by a numerical modifier or otherwise.

“Registrar” means the City Treasurer, as agent for the City for transfer and exchange of the Bonds or any other entity at the time appointed by resolution of the City Council.

“Reserve Fund Insurance Policy” means any insurance policy, surety bond or letter of credit deposited in or credited to the Reserve Fund in lieu of or in partial substitution for cash or allowable investments on deposit in the Reserve Fund.

“S&P” means Standard & Poor's, a division of The McGraw-Hill Companies, Inc., its successors and their assigns, and, if such entity is dissolved or liquidated or no longer performs the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the City.

“State” means the State of New Mexico.

“Tax Ordinances” means, collectively, (i) City Ordinance No. 385 adopted by the City Council on July 6, 1981 with an effective date of January 1, 1982, ~~imposing the second 0.25% increment of municipal gross receipts tax~~ and (ii) City Ordinance No. 427 adopted by the City Council on June 7, 1982 with an effective date of January 1, 1983, ~~imposing the third~~

~~0.25% increment of municipal gross receipts tax~~ pursuant to Sections 7-19D-1 et. seq. NMSA 1978, as amended.

____ “2025 Acquisition Fund” means the City of Las Cruces, New Mexico Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025, Project Acquisition Fund” established by Section 16 of the Bond Ordinance and for payment of the 2025 Project costs.

“2025 Debt Service Fund” means the “City of Las Cruces, New Mexico Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025, Debt Service Fund” established in Section 16 of this Bond Ordinance.

“2025 Minimum Reserve” means an amount equal to the least of (i) ten percent of the principal amount of the outstanding Bonds, (ii) the maximum annual debt service on the outstanding Bonds, or (iii) 125% of the average annual debt service on the outstanding Bonds. The 2025 Minimum Reserve shall be recalculated every year on or about June 1.

“2025 Project” or “Project” means paying, discharging, and satisfying the City’s risk management measures entered into in the Full and Final Release of All Claims and Indemnity Agreement in connection with *Estate of Teresa Gomez, et al. v. City of Las Cruces, et al.*, CIV-23-00952 for the benefit of the City and its residents and paying Expenses related to the issuance of the Bonds.

“2025 Reserve Fund” means the “City of Las Cruces, New Mexico Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025, Reserve Fund” established by Section 16 of this Bond Ordinance.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Bond Ordinance) by the City Council and the officers of the City, directed

toward the Project, the issuance of the Bonds for the Project and the sale of the Bonds to the Purchaser in accordance with the parameters in this Bond Ordinance be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the 2025 Project. The 2025 Project and the method of financing the 2025 Project are hereby authorized and ordered at a total cost estimated not to exceed the amount of the Bond proceeds allocated to the 2025 Project as set forth in the Pricing Certificate and any investment earnings thereon, excluding any such cost defrayed or to be defrayed by any source other than Bond proceeds.

Section 4. Findings: Declaration. The City Council hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The 2025 Project is needed to meet the needs of the City and its inhabitants.

B. Moneys available for the 2025 Project from all sources other than the issuance of revenue bonds are not sufficient to defray the cost of the 2025 Project.

C. The Project is for a municipal purpose as set forth in Section 3-31-1(D) NMSA 1978 and the Pledged Revenues may lawfully be pledged to secure the payment and redemption of the Bonds.

D. It is economically feasible to defray, in part, the cost of the 2025 Project by the issuance of the Bonds.

E. The issuance of the Bonds pursuant to the Act, to provide funds to finance the costs of the 2025 Project is necessary and in the interest of the public health, safety and welfare of the residents of the City.

Section 5. Bonds – Authorization, Parameters and Detail.

A. Authorization. This Bond Ordinance has been adopted by the affirmative vote of at least three-fourths of all of the members of the City Council. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the citizens of the City, it is hereby declared necessary that the City, pursuant to the Act, issue its negotiable, fully registered, revenue bonds to be designated as the “City of Las Cruces, New Mexico Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025” or, alternatively, the “City of Las Cruces, New Mexico Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Taxable Series 2025” as provided in the Pricing Certificate, in an aggregate principal amount not to exceed \$21,000,000, and the issuance, sale and delivery of the Bonds is hereby authorized.

B. Parameters Authorized; Details of Bonds. There is hereby authorized and created a series of bonds designated as the City of Las Cruces, New Mexico, Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025. The Bonds shall be issued subject to the following parameters:

(i) The Bonds shall be issued in an aggregate principal amount not to exceed \$21,000,000 for the 2025 Project.

(ii) The net effective interest rate on the Bonds shall not exceed 10% per annum.

(iii) The final maturity of the Bonds shall not be later than June 1, 2046.

(iv) The Bonds shall be payable solely from, and shall constitute a first lien, but not an exclusive first lien, upon the Pledged Revenues.

(v) The Bonds shall be sold to the Purchaser pursuant to a negotiated public sale.

(vi) The maximum sale price of the Bonds shall be not more than \$21,000,000, exclusive of premium payable in connection with the issuance of the Bonds.

(vii) The underwriter's discount shall not exceed 1.00% of the principal amount of the Bonds.

(viii) The Bonds shall be in substantially the form set forth in this Ordinance.

(ix) The Bonds shall be issued as federally taxable bonds pursuant to the Code.

(x) The Bonds may be subject to optional redemption and/or mandatory sinking fund redemption as set forth in the Pricing Certificate.

(xi) The Bonds may be issued with a Bond Insurance Policy as determined by the City Manager or City Financial Services Director.

C. The City Manager or City Financial Services Director are hereby authorized pursuant to this Ordinance to approve the final terms of the Bonds as permitted by Section 6-14-10.2 NMSA 1978, to execute and deliver the Pricing Certificate establishing the final terms of the Bonds, and to enter into a Bond Purchase Agreement with the Purchaser, all within the parameters established in the Bond Ordinance.

D. The Bonds shall be negotiable instruments but shall be issued only as fully registered bonds, in such numbers and denominations as may be requested by the Purchaser, but exchangeable for other fully registered Bonds of any denominations which are multiples of \$5,000. The Bonds shall be numbered separately and consecutively, shall be dated the date of their delivery to the Purchaser, shall mature on June 1 of each year and shall bear

interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date, payable semi-annually on June 1 and December 1 in each year commencing on June 1, 2025 (or such other date as specified in the Pricing Certificate) until their respective maturities. The Bonds shall bear the rates of interest, maturities and provisions for redemption prior to maturity as shall be established in the Pricing Certificate.

Section 6. Redemption of Bonds.

A. Notice of Redemption. The Bonds may be subject to optional redemption and/or mandatory sinking fund redemption prior to their stated maturities as established in the Pricing Certificate. The Bonds subject to prior redemption at the City's option shall be in such order of maturities as the City may determine (and by lot if less than all Bonds of such maturity is called, such selection by lot to be made by the Registrar in such manner as considered appropriate and fair) for the principal amount so redeemed plus accrued interest to the redemption date. Notice of optional redemption shall be given by the Registrar by sending a copy of such notice in the manner required by the Depository or by first-class, postage prepaid mail at least thirty (30) days prior to the redemption date to the registered owner of each Bond, or portion thereof, to be redeemed at the address shown as of the close of business of the Registrar on the fifth day prior to the mailing of notice on the registration books kept by the Registrar. The City shall give notice of optional redemption of the Bonds to the Registrar at least forty-five (45) days prior to the redemption date (unless such deadline is waived by the Registrar). The Registrar's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. Notices of redemption shall specify the maturity dates and the number or numbers of the Bonds to be redeemed (if less than all are to be redeemed) and if less than the full amount of any Bond is to be redeemed, the amount of such Bond to be

redeemed, the date fixed for redemption, and that on such redemption date there will become due and payable upon each Bond to be redeemed at the office of the Paying Agent the principal amount to be redeemed plus accrued interest to the redemption date and that from and after such date interest will cease to accrue on such amount. Notice having been given in the manner hereinbefore provided, the Bond or Bonds so called for redemption shall become due and payable on the redemption date so designated and if an amount of money sufficient to redeem all Bonds called for redemption shall on the redemption date be on deposit with the Paying Agent, the Bonds to be redeemed shall be deemed not outstanding and shall cease to bear interest from and after such redemption date. Upon presentation of the Bonds to be redeemed at the office of the Paying Agent, the Paying Agent will pay the Bond or Bonds so called for redemption with funds deposited with the Paying Agent by the City.

B. Conditional Redemption. If money or Defeasance Obligations (as defined in Section 31) sufficient to pay the optional redemption price of the Bonds to be called for optional redemption are not on deposit with the Paying Agent prior to the giving of notice of optional redemption pursuant to paragraph A of this Section, such notice shall state such Bonds will be redeemed in whole or in part on the optional redemption date in a principal amount equal to that part of the optional redemption price received by the Paying Agent on the applicable optional redemption date. If the full amount of the optional redemption price is not received as set forth in the preceding sentence, the notice shall be effective only for those Bonds for which the optional redemption price is on deposit with the Paying Agent. If all Bonds called for optional redemption cannot be redeemed, the Bonds to be redeemed shall be selected in the manner deemed reasonable and fair by the City and the Registrar shall give notice, in the manner in which the original notice of optional redemption was given, that such money was not received and the information required by paragraph A of this Section. In that event, the

Registrar shall promptly return to the Owners thereof the Bonds or certificates which it has received evidencing the part thereof which have not been optionally redeemed.

Section 7. Filing of Manual Signatures. Prior to the execution of any Bond pursuant to Sections 6-9-1 to 6-9-6 NMSA 1978, as amended, the Mayor or Mayor Pro Tem and City Clerk may each file with the New Mexico Secretary of State his or her manual signature certified by him or her under oath; provided that filing shall not be necessary for any officer where any previous filing may have legal application to the Bonds.

Section 8. Execution and Authentication of Bonds.

A. Execution. The Bonds shall be signed with the engraved, imprinted, stamped or otherwise reproduced facsimile of the signature, or the manual signature, of the Mayor or Mayor Pro Tem and shall be attested with the facsimile or manual signature of the City Clerk. There shall be affixed to each Bond the printed, engraved, stamped or otherwise placed facsimile of, or imprint of, the City's corporate seal. The Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar. The Bonds when authenticated and bearing the manual or facsimile signatures of the officers in office at the time of signing thereof shall be valid and binding special obligations of the City, notwithstanding that before delivery thereof and payment therefor, any or all of the persons whose signatures appear thereon shall have ceased to fill their respective offices. The Mayor or Mayor Pro Tem and City Clerk, at the time of the execution of the Bonds and the signature certificate, each may adopt as and for his or her own facsimile signature, the facsimile signature of his or her predecessor in office if such facsimile signature appears upon any of the Bonds or certificates pertaining to the Bonds.

B. Authentication. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication has been duly executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been fully executed if manually signed and

inscribed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 9. Negotiability. The Bonds shall be fully negotiable and shall have all the qualities of negotiable paper and the Bondholders shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code. Except as set forth herein, the Bonds outstanding shall in all respects be equally and ratably secured, without preference, priority or distinction on account of the date or dates or the actual time or times of the issuance or maturity of the Bonds.

Section 10. Payment and Presentation of Bonds for Payment. Principal and interest on the Bonds shall be payable in lawful money of the United States of America, without deduction for exchange or collection charges. Principal shall be payable in immediately available funds at maturity or redemption thereof upon presentation and surrender of such Bond at the principal office of the Paying Agent or at the designated office of any successor Paying Agent. Upon any partial prior redemption of any Bond, the registered owner, in its discretion, may request the Registrar to authenticate a new Bond or to make a notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Paying Agent prior to payment. Interest on the Bonds shall be payable by check or draft mailed to the registered owner thereof (or in such other manner as may be agreed upon by the Paying Agent and the registered owner), as shown on the registration books maintained by the Registrar at the address appearing therein on the 15th day of the calendar month next preceding the Interest Payment Date (the "Record Date"). Any interest which is not timely paid or provided for shall cease to be payable to the owner thereof (or of one or more predecessor Bonds) as of the Record Date, but shall be payable to the owner thereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Paying

Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to Bond owners not less than ten (10) days prior thereto. If any Bond presented for payment remains unpaid at maturity or redemption, it shall continue to bear interest at the rate or rates designated in, and applicable to, such Bond from time to time. If any Bond is not presented for payment at maturity or redemption when funds available therefor have been deposited with the Paying Agent, it shall cease bearing interest on and from the date of maturity or redemption.

Section 11. Registration, Transfer, Exchange and Ownership of Bonds.

A. Registration, Transfer and Exchange. The City shall cause books for registration, transfer, and exchange of the Bonds as provided herein to be kept at the principal office of the Registrar. Upon surrender for transfer or exchange of any fully registered Bond at the principal office of the Registrar duly endorsed by the registered owner or his attorney duly authorized in writing, or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Registrar and duly executed, the Registrar shall authenticate and deliver, not more than three (3) business days after receipt of the Bond or Bonds to be transferred, in the name of the transferee or registered owner, as appropriate, a new Bond or Bonds in authorized denominations, in fully registered form of the same aggregate principal amount, maturity and interest rate.

B. Limitations. The Registrar shall not be required to transfer or exchange any Bond (i) during the period of fifteen (15) days next preceding the mailing of notice calling any Bonds for redemption as herein provided, or (ii) after the mailing to registered owners of notice calling such Bonds or portion thereof for redemption as herein provided. The Registrar shall close books for change of registered owners' addresses on each Record Date; transfers will be permitted within the period from each Record Date to each Interest Payment Date, but such transfers shall not include a transfer of accrued interest payable.

C. Owner of the Bonds. The person in whose name any Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either the principal of or interest on any such Bond shall be made only to or upon the order of the registered owner thereof or his legal representative as stated herein, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

D. Lost Bonds. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such Bond, if mutilated, and such evidence, information or indemnity relating thereto as the Registrar may reasonably require, if lost, stolen or destroyed, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity and interest rate, bearing a number or numbers not contemporaneously outstanding. If any such lost, stolen, destroyed or mutilated Bond shall have matured or have been called for redemption, the Registrar may request the Paying Agent to pay such bond in lieu of replacement.

E. Additional Bonds. Executed but unauthenticated Bonds are hereby authorized to be delivered to the Registrar in such quantities as may be convenient to be held in custody by the Registrar pending delivery as herein provided.

F. Charges. For each new Bond issued in connection with a transfer or exchange, the Registrar may make a charge to the owner of the Bond requesting such exchange or transfer sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

G. Successor Registrar or Paying Agent. If the Registrar or Paying Agent initially appointed hereunder shall resign or is prohibited by law from continuing as Registrar or Paying Agent, or if the City shall reasonably determine that the Registrar or Paying Agent has

become incapable of fulfilling its duties hereunder, the City may, upon notice mailed to each registered owner of Bonds at the address last shown on the registration books, appoint a successor Registrar or Paying Agent, or both. Every such successor Registrar or Paying Agent shall be a bank or trust company located in and in good standing in the United States and having shareholders' equity (e.g., capital stock, surplus and undivided profits), however denominated, not less than \$50,000,000. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the City shall have the right to have the same institution serve as both Registrar and Paying Agent hereunder.

H. Book Entry. The Bonds may be issued or registered, in whole or in part, in book-entry form from time to time with no physical distribution of bond certificates made to the public, with a Depository acting as securities depository for the Bonds. A single certificate for each maturity date of the Bonds issued in book-entry form will be delivered to the Depository and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in authorized denominations, with transfer of ownership effected on the books of the Depository and its participants ("Participants"). As a condition to delivery of the Bonds in book-entry form, the Purchaser will, immediately after acceptance of delivery thereof, deposit, or cause to be deposited, the Bond certificates with the Depository, registered in the name of the Depository or its nominee. Principal, premium, if any, and interest will be paid to the Depository or its nominee as the registered owner of the Bonds. The transfer of principal, premium, if any, and interest payments to Participants will be the responsibility of the Depository; the transfer of principal, premium, if any, and interest payments to the beneficial owners of the Bonds (the "Beneficial Owners") will be the responsibility of Participants and other nominees of Beneficial Owners maintaining a relationship with Participants (the "Indirect Participants"). The City will not be responsible or liable for maintaining, supervising or reviewing the records maintained by the Depository, Participants or Indirect Participants.

If (i) the Bonds are not eligible for the services of the Depository, (ii) the Depository determines to discontinue providing its services with respect to the Bonds or (iii) the City determines that a continuation of the system of book-entry transfers through the Depository ceases to be beneficial to the City or the Beneficial Owners, the City will either identify another Depository or certificates for the Bonds will be delivered to the Beneficial Owners or their nominees, and the Beneficial Owners or their nominees, upon authentication of Bonds and registration of those Bonds in the Beneficial Owners' or nominees' names, will become the owners of the Bonds for all purposes. In that event, the City shall mail an appropriate notice to the Depository for notification to Participants, Indirect Participants and Beneficial Owners of the substitute Depository or the issuance of bond certificates to Beneficial Owners or their nominees, as applicable.

Officers of the City are authorized to sign agreements with the Depository relating to the matters set forth in this Section.

Notwithstanding any other provision of this Bond Ordinance, so long as all of the Bonds are registered in the name of the Depository or its nominee, all payments of principal, premium, if any, and interest on the Bonds, and all notices with respect to the Bonds, shall be made and given by the Paying Agent, Registrar or the City to the Depository as provided in the Bond Ordinance and by the Depository to its Participants or Indirect Participants and notices to the Beneficial Owners of the Bonds in the manner provided in an agreement or letter of the City to the Depository.

Section 12. Special Limited Obligations. All of the Bonds and all payments of principal, premium, if any, and interest thereon whether at maturity or on a redemption date, together with any interest accruing thereon, shall be special limited obligations of the City and shall be payable and collectible solely from the Pledged Revenues, which revenues are so

pledged and are payable as set forth in Section 17 of this Bond Ordinance. The owner or owners of the Bonds may not look to any general or other fund for the payment of the principal of or interest on such obligations, except the designated special funds pledged therefor. The Bonds shall not constitute an indebtedness or a debt of the City within the meaning of any constitutional, charter or statutory provision or limitation, nor shall they be considered or held to be general obligations of the City, and each of the Bonds shall recite that it is payable and collectible solely out of the Pledged Revenues, pledged as set forth in this Bond Ordinance, and that the holders thereof may not look to any general or other municipal fund for the payment of the principal of and interest on the Bonds. Nothing herein shall prevent the City from applying other funds of the City legally available therefor to the payment of the Bonds, in its sole discretion.

Section 13. Form of Bonds. The forms, terms and provisions of the Bonds shall be substantially in the form set forth below, with such changes therein as are not inconsistent with the Bond Ordinance.

(Form of Bond)

UNITED STATES OF AMERICA

STATE OF NEW MEXICO

COUNTY OF DOÑA ANA

CITY OF LAS CRUCES, NEW MEXICO

TAXABLE MUNICIPAL GROSS RECEIPTS TAX (ONE-HALF PERCENT) REVENUE BONDS,

SERIES 2025

Bond No. _____		\$ _____	
INTEREST RATE	MATURITY DATE	DATE OF BOND	CUSIP
% per annum	June 1, _____	_____, 2025	_____
REGISTERED OWNER: _____			
PRINCIPAL AMOUNT: _____			

The City of Las Cruces (the "City"), in the County of Doña Ana and State of New Mexico, a municipal corporation duly organized and existing under the Constitution and laws of the State of New Mexico, for value received, hereby promises to pay, solely from the special funds available for the purpose as hereinafter set forth, to the registered owner named above or registered assigns, on the Maturity Date specified above, upon presentation and surrender hereof at the principal office of the City Treasurer, Las Cruces, New Mexico, as paying agent, or any successor paying agent (the "Paying Agent"), the Principal Amount stated above, in lawful money of the United States of America, and to pay from such sources interest on the unpaid principal amount at the Interest Rate on June 1, 2025 and on June 1 and December 1 of each year (each an "Interest Payment Date") thereafter to its maturity, or until redeemed if called for redemption prior to maturity. This bond will bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from its date. Interest on this bond is payable by check mailed to the registered owner hereof (or by such other arrangement as may be mutually agreed to by the Paying Agent and the registered owner) as shown on the registration books for this issue maintained by the City Treasurer, Las Cruces, New Mexico, as registrar, or any successor registrar (the "Registrar") at the address appearing therein at the close of business on the fifteenth day of the calendar month next preceding the Interest Payment Date (the "Record Date"). Any interest which is not timely paid or duly provided for shall cease to be payable to the owner hereof as of the Record Date but shall be payable to the owner hereof at the close of business on a special record date to be fixed by the Paying Agent for the payment of interest. The special record date shall be fixed by the Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to owners of Bonds (defined below) as then shown on the Registrar's registration books not less than ten (10) days prior to the special record date. If, upon presentation at maturity or redemption, payment of this bond is not made as herein provided, interest hereon shall continue at the Interest Rate until the principal hereof is

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paid in full. The principal, premium, if any, and interest on this bond are payable in lawful money of the United States of America, without deduction for the services of the Paying Agent or the Registrar.

This bond is one of a duly authorized series of fully registered bonds of the City in the aggregate principal amount of \$_____ issued in denominations of \$5,000 or integral multiples thereof, designated as the City of Las Cruces, New Mexico Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025 (the "Bonds") issued under and pursuant to City Ordinance No. 3089 adopted by the City Council on January 6, 2025, as supplemented by a Pricing Certificate dated February __, 2025 (collectively, the "Bond Ordinance").

The Bonds maturing on and after June 1, ____, are subject to prior redemption at the City's option in one or more units of principal of \$5,000 on and after June 1, ____ in whole or in part at any time, in such order of maturities as the City may determine (and by lot if less than all of the Bonds of such maturity is called, such selection by lot to be made by the Registrar in such manner considered appropriate and fair), for the principal amount of each \$5,000 unit of principal so redeemed plus accrued interest to the redemption date.

Redemption shall be made upon prior notice mailed to each registered owner of each Bond selected for redemption as shown on the registration books kept by the Registrar in the manner and upon the conditions provided in the Bond Ordinance.

Notice of redemption of this bond will be given by providing at least thirty (30) days prior written notice in the manner required by the depository for the Bonds or by first-class postage prepaid mail to the owner hereof at the address shown on the registration books as of the fifth day prior to the mailing of notice as provided in the Bond Ordinance. Notices of redemption will specify the number or numbers and maturity date of the Bonds to be redeemed (if less than all

are to be redeemed), the date fixed for redemption, the amount of such Bond to be redeemed (if less than the full amount of any Bond is to be redeemed), and shall further state that on such redemption date there will become and be due and payable upon each Bond to be redeemed at the office of the Paying Agent the principal amount thereof plus accrued interest to the redemption date and that from and after such date, the redemption amount having been deposited and notice having been given, interest will cease to accrue. Upon any partial prior redemption of this bond, the registered owner, in its discretion, may request the Registrar to authenticate a new bond or to make an appropriate notation on this bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this bond must be presented to the Paying Agent prior to payment.

Books for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender for transfer or exchange of a Bond at the principal office of the Registrar, duly endorsed or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar shall authenticate and deliver, not more than three (3) business days after receipt of the Bond or Bonds to be transferred, in the name of the transferee or owner a new Bond or Bonds in fully registered form of the same aggregate principal amount, maturity and interest rate, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds shall be without charge to the owner or any transferee, but the Registrar may require the payment by the owner of any Bond of any tax or other similar governmental charge required to be paid with respect to such exchange or transfer. The Registrar shall not be required (i) to transfer or exchange any Bond during the period of fifteen (15) days next preceding the mailing of notice calling any Bonds for redemption, or (ii) to transfer or exchange any Bond or part thereof called for redemption. The Registrar will close books for change of registered owners' addresses on each Record Date;

transfers will be permitted within the period from each Record Date to each Interest Payment Date, but such transfers shall not include a transfer of accrued interest payable.

The person in whose name any Bond is registered on the registration books kept by the Registrar shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of interest in the Bond Ordinance; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar will, upon receipt of such Bond, if mutilated, and such evidence, information or indemnity relating thereto as the Registrar may reasonably require, if lost, stolen or destroyed, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity and interest rate, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured or have been called for redemption, the Registrar may direct the Paying Agent to pay such Bond in lieu of replacement.

This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation, shall not be considered or held to be a general obligation of the City, and is payable and collectible solely out of the revenues derived from the revenues from the Pledged Revenues (as such term is defined in the Bond Ordinance) and the bondholders may not look to any other general or other municipal fund for the payment of the interest and principal of this bond. The lien of the Bonds on the Pledged Revenues is an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues. Upon satisfaction of the conditions set forth in the Bond Ordinance, additional bonds may be

issued and made payable from the Pledged Revenues having a lien thereon either on parity with, or subordinate and junior to, the lien on the Pledged Revenues of the Bonds Amounts and securities held in the 2025 Debt Service Fund and 2025 Reserve Fund (if any), as such terms are defined in the Bond Ordinance, have been exclusively pledged for payment of the principal of, premium, if any, and interest on the Bonds.

The Bonds are issued to provide funds to defray in part the costs of paying, discharging, and satisfying the City's risk management measures entered into in the Full and Final Release of All Claims and Indemnity Agreement in connection with *Estate of Teresa Gomez, et al. v. City of Las Cruces, et al.*, CIV-23-00952 and paying expenses and costs of issuance related to the issuance of the Bonds.

The City covenants and agrees with the owner of this Bond and with each and every person who may become the owner hereof that it will keep and perform all of the covenants of the Bond Ordinance.

This Bond is subject to the condition, and every owner hereof by accepting the same agrees with the obligor and every subsequent owner hereof, that the principal of and interest on this bond shall be paid, and this bond is transferable, free from and without regard to any equities, set-offs or crossclaims between the obligor and the original or any other owner hereof.

It is hereby certified that all acts and conditions necessary to be done or performed by the City or to have happened precedent to and in the issuance of the Bonds to make them legal, valid and binding special obligations of the City have been performed and have happened as required by law, and that the Bonds do not exceed or violate any constitutional or statutory limitation of or pertaining to the City.

Agenda Item #7.4.

This Bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the Certificate of Authentication.

IN WITNESS WHEREOF, the City of Las Cruces, New Mexico has caused this bond to be signed and executed on the City's behalf with the facsimile or manual signature of the Mayor or Mayor Pro Tem and the facsimile or manual signature of the City Clerk and has caused the corporate seal of the City or a facsimile thereof to be affixed hereon, all as of the Date of Bond.

CITY OF LAS CRUCES, NEW MEXICO

By_____

Eric Enriquez, Mayor

By_____

Christine Rivera, City Clerk

(SEAL)

(Form of Registrar's Certificate of Authentication)

Certificate of Authentication

This is one of the Bonds described in the Bond Ordinance, and this bond has been registered on the registration books kept by the undersigned as Registrar for the Bonds.

Date of Authentication:

City Treasurer of the City of Las Cruces,
New Mexico, as Registrar

By_____

Erika Jaquez, City Treasurer

(End of Form of Registrar's Certificate of Authentication)

(Form of Assignment)

For value received, _____ hereby sells, assigns and transfer unto _____ the within bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the books of the Registrar, with full power of substitution in the premises.

Social Security or Tax Identification No. of Assignee _____

Dated: _____

Signature Guarantee:

NOTE: The assignor's signature to this Assignment must correspond with the name as written on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

(End of Form of Assignment)

(End of Form of Bond)

Section 14. [Reserved].

Section 15. Use of Bond Proceeds and Other Funds; Completion of 2025 Project.
Except as herein otherwise specifically provided, the proceeds derived from the sale of the Bonds, shall be used and paid solely for the valid costs of the 2025 Project.

A. Expenses. An amount necessary, together with other legally available funds of the City, shall be used to pay Expenses.

B. 2025 Acquisition Fund. Proceeds derived from the sale of the Bonds in an amount to be specified in the Pricing Certificate shall be deposited promptly upon the receipt thereof in the 2025 Acquisition Fund. Until the completion of the 2025 Project, the money in the 2025 Acquisition Fund shall be used and paid out solely for the purpose of the 2025 Project in compliance with applicable law. The Acquisition Fund may be held pursuant to an Escrow Deposit Agreement until expended for 2025 Project costs as determined by the City Financial Services Director or City Treasurer.

C. 2025 Reserve Fund. No deposit of proceeds of the Bonds, Pledged Revenues or other City moneys into the 2025 Reserve Fund shall be required on the date of issuance of the Bonds or at any time thereafter, except in the circumstances and on the conditions described in paragraph B of Section 17 of this Bond Ordinance.

D. 2025 Project Completion. As soon as practicable after completion of the 2025 Project, and in any event not more than 60 days after completion of the 2025 Project, any proceeds remaining unspent (other than any amount retained by the City for any 2025 Project costs not then due and payable) shall be transferred and deposited in the 2025 Debt Service Fund and used by the City to pay principal and interest on the Bonds as same become due.

E. Purchaser Not Responsible. The Purchaser of the Bonds shall in no manner be responsible for the application or disposal by the City or by its officers of the funds derived from the sale thereof or of any other funds herein designated.

F. Bond Insurance Policy. A Bond Insurance Policy may be obtained in connection with the issuance of the Bonds, as may be provided in the Pricing Certificate. The covenants of the City and other provisions required by the City of the Bond Insurance Policy or otherwise necessary or advisable in connection with the Bond Insurance Policy shall be included in the Pricing Certificate.

Section 16. Funds and Accounts. The City hereby creates the following special and separate funds and accounts:

A. 2025 Acquisition Fund. The “City of Las Cruces, New Mexico Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025, Project Acquisition Fund” to be maintained by the City.

B. Pledged Revenue Fund. The “City of Las Cruces, New Mexico One-Half Percent Municipal Gross Receipts Tax Revenue Fund” (the “Revenue Fund”) to be maintained by the City, into which the City shall deposit the Pledged Revenues.

C. 2025 Debt Service Fund. The “City of Las Cruces, New Mexico Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025, Debt Service Fund” (the “2025 Debt Service Fund”) to be maintained by the City.

D. 2025 Reserve Fund. The “City of Las Cruces, New Mexico Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025, Reserve Fund” (the “2025 Reserve Fund”) to be maintained by the City.

Section 17. Deposit of Pledged Revenues and Flow of Funds.

A. Administration of Revenue Fund. So long as any of the Bonds shall remain outstanding, either as to principal or interest or both, the following payments shall be made monthly from the Pledged Revenues.

B. Debt Service Fund Payments. The following amounts shall be withdrawn from the Revenue Fund (and on parity with other outstanding Parity Bonds), and shall be concurrently credited to the 2025 Debt Service Fund (unless the City determines that such amounts shall be withdrawn from such funds in some other order):

(1) Monthly, commencing on the first day of the month immediately succeeding the delivery of the Bonds, an amount in equal monthly installments necessary, together with any other moneys therein and available therefor, to pay the next maturing installment of interest on the Bonds, and monthly thereafter, commencing on each Interest Payment Date, one-sixth (1/6) of the amount necessary to pay the next maturing installment of interest on the Bonds then outstanding.

(2) Monthly, commencing on the first day of the month immediately succeeding the delivery of the Bonds, an amount in equal monthly installments necessary, together with any other moneys therein and available therefor, to pay the next maturing installment of principal of the outstanding Bonds and monthly thereafter, commencing on each principal payment date, one-twelfth (1/12) of the amount necessary to pay the next maturing installment of principal on the Bonds then outstanding.

C. Credit. In making the deposits required to be made into the 2025 Debt Service Fund, if there are any amounts then on deposit in the 2025 Debt Service Fund available for the purpose for which such deposit is to be made, the amount of the deposit to be made pursuant to paragraph B above shall be reduced by the amount available in such fund for such purpose.

D. Transfer of Money out of 2025 Debt Service Fund. Each payment of principal and interest becoming due on the Bonds shall be transferred from the 2025 Debt Service Fund to the Paying Agent on or before two Business Days prior to the due date of such payment.

E. 2025 Reserve Fund and Reserve Fund Insurance Policy. The City Treasurer or successor, on or before the 150th day after the close of each Fiscal Year, shall prepare a certificate stating the ratio of coverage of Pledged Revenues to the combined

maximum annual principal and interest coming due in any subsequent Fiscal Year on the outstanding Bonds and other Parity Obligations (the "Debt Service Coverage Ratio"). No deposit shall be required in the 2025 Reserve Fund upon the issuance of the Bonds or any time thereafter so long as the Pledged Revenues in each Fiscal Year equal or exceed 200% of the maximum annual principal and interest coming due in any subsequent Fiscal Year on all outstanding Parity Bonds. If the Pledged Revenues in any Fiscal Year are insufficient to meet the test set forth in the preceding sentence, the City shall begin making substantially equal monthly deposits in the 2025 Reserve Fund from the first legally available Pledged Revenues so that after 24 months, an amount equal to the 2025 Minimum Reserve will be held in the 2025 Reserve Fund. After funding the 2025 Reserve Fund in an amount equal to the 2025 Minimum Reserve, no additional payments need be made into the 2025 Reserve Fund so long as the moneys therein shall equal not less than the 2025 Minimum Reserve. Such accumulations shall be made from Pledged Revenues second and subordinate to the payments referred to in subparagraph (B) of this Section 17. In the event that the funding of the 2025 Reserve Fund is required, the City may satisfy the requirement by depositing a Reserve Fund Insurance Policy with coverage in the amount of the 2025 Minimum Reserve.

After the funding of 2025 Reserve Fund as aforesaid, if each certificate from the City Treasurer required under this Section 17(E) for two (2) consecutive Fiscal Years indicate that the Debt Service Coverage Ratio is at least two hundred percent (200%) of the maximum annual principal and interest coming due in any subsequent Fiscal Year on the outstanding Bonds and other Parity Bonds, if any, any money or securities in the 2025 Reserve Fund may be transferred to other City funds or accounts, and the procedure provided in the first paragraph of this subparagraph (E) shall be reinstated. The moneys (if any) in the 2025 Reserve Fund shall be accumulated and maintained as a continuing reserve to be used, except as hereinafter provided in paragraph (F) and (H) of this Section 17, only to prevent deficiencies in the payment of the principal of and interest on the Bonds resulting from failure to deposit into the 2025 Debt

Service Fund sufficient funds to pay the principal and interest on the Bonds as the same accrue.

F. Defraying Delinquencies in the 2025 Debt Service Fund and 2025 Reserve Fund. If, on any Interest Payment Date, the amount on deposit in the 2025 Debt Service Fund is insufficient to pay principal of and interest on the Bonds then due, then an amount shall be paid into the 2025 Debt Service Fund on such date from the 2025 Reserve Fund (if moneys are then on deposit in the 2025 Reserve Fund) equal to the amount of the insufficiency. The money deposited in the 2025 Debt Service Fund from the 2025 Reserve Fund, if any, shall be replaced in the 2025 Reserve Fund in 24 substantially equal monthly deposits commencing on the first day of the first month immediately succeeding the draw on the 2025 Reserve Fund. Such accumulation shall be made from the Pledged Revenues second to the payments required by paragraph B of this Section 17. If, in any month, the City shall, for any reason, fail to pay into the 2025 Reserve Fund the full amount required, the difference between the amount paid and the amount so stipulated shall be paid therein from the first Pledged Revenues thereafter received and not required to be otherwise applied. The moneys in the 2025 Reserve Fund shall be used solely and only for the purpose of paying any deficiencies in the payment of the principal of and the interest on the 2025 Bonds; provided, however, that any moneys at any time in excess of the 2025 Minimum Reserve in the 2025 Reserve Fund may be withdrawn therefrom and applied to any other lawful purpose. Any investments held in the 2025 Reserve Fund shall be valued annually, on or about June 1, at their current fair market value and, if the amount then on deposit in the 2025 Reserve Fund exceeds the 2025 Minimum Reserve, all amounts in excess of the 2025 Minimum Reserve shall be transferred to the 2025 Debt Service Fund and used to pay principal of and interest on the Bonds.

G. Payment of Parity Obligations. Concurrently with and on the same priority as the payment of the Pledged Revenues required by paragraphs B, E and F of this

Section 17, any amounts on deposit in the Revenue Fund shall be used by the City for the payment of principal of, interest on and debt service reserve fund deposits relating to outstanding Parity Bonds payable from the Pledged Revenues, as the same become due. If funds on deposit in the Revenue Fund are not sufficient to pay when due the required payments of principal of, interest on and debt service reserve fund deposits relating to the 2025 Bonds and any other outstanding Parity Bonds, then the available funds in the Revenue Fund will be used, first, on a pro rata basis, based on the amount of principal and interest then due with respect to each series of outstanding Parity Bonds, for the payment of principal of and interest on all series of outstanding Parity Bonds and, second, to the extent of remaining available funds in the Revenue Fund on a pro rata basis, based on the amount of debt service reserve fund deposits then required with respect to each series of outstanding Parity Bonds, for the required debt service reserve fund deposits for all series of outstanding Parity Bonds.

H. Termination Upon Deposits to Maturity. No payment shall be made into the 2025 Debt Service Fund or the 2025 Reserve Fund (if required to be funded) if the amounts in such funds total a sum at least equal to the entire aggregate amount due as to principal, premium, if any, and interest, on the Bonds to their respective maturities or applicable redemption dates, in which case moneys in the 2025 Debt Service Fund and the 2025 Reserve Fund in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in the 2025 Debt Service Fund and the 2025 Reserve Fund may be used as provided below.

I. Payment of Parity Subordinate Obligations. Subsequent to the payments required by paragraphs B, E, F and G of this Section 17, any balance remaining in the Pledged Revenue Fund, after making the payments hereinabove provided shall be used by the City for the payment of interest on and the principal of the Parity Subordinate Obligations now outstanding or hereafter authorized having a lien on any of the Pledged Revenues subordinate

to the lien thereon of the Bonds, issued and payable from the Pledged Revenues, as the same become due. Payments with respect to principal, interest and reserve funds for any such Parity Subordinate Obligations may be made at any intervals as may be provided in the ordinance or resolution authorizing such additional Parity Subordinate Obligations.

J. Surplus Revenues. After making all the payments hereinabove required to be made by this Section, the remaining Pledged Revenues, if any, may be applied to any other lawful purpose, as the City may from time to time determine.

Section 18. General Administration of Funds. The funds designated in Section 16 shall be administered and invested as follows:

A. Places and Times of Deposits. The funds shall be separately maintained as a trust fund or funds for the purposes established and shall be invested by the City in Permitted Investments or deposited in one or more bank accounts in an Insured Bank or Banks. Each fund or account shall be continuously secured to the extent required by law and shall be irrevocable and not withdrawable by anyone for any purpose other than the designated purpose. Payments shall be made into the proper fund or account on the first day of the month except when the first day shall not be a Business Day, then payment shall be made on the next succeeding Business Day. No later than two Business Days prior to each Interest Payment Date, moneys sufficient to pay interest and principal then due on the Bonds shall be transferred to the Paying Agent. Nothing in this Bond Ordinance shall prevent the City from establishing one or more bank accounts in an Insured Bank or Banks for all the funds required by this Bond Ordinance or shall prevent the combination of such funds and accounts with any other bank account or accounts or investments for other funds and accounts of the City.

B. Investment of Moneys. Moneys in the 2025 Reserve Fund shall be invested in accordance with paragraph C of this Section 18, and moneys in any other fund or

account not immediately needed may be invested in any investment permitted by the laws of the State or by the Charter. The obligations so purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, and any loss resulting from such investment shall be charged to such fund or account. The City Treasurer shall present for redemption or sale on the prevailing market any obligations so purchased as an investment of moneys in the fund or account whenever it shall be necessary to do so in order to provide moneys to meet any payment or transfer from such fund.

C. Reserve Fund. Moneys, if any, in the 2025 Reserve Fund may be invested only in Permitted Investments with an average aggregate weighted term to maturity not greater than five years. The City shall annually on or about June 1 of each year, commencing on the first June 1 succeeding funding of the 2025 Reserve Fund, value the 2025 Reserve Fund on the basis of the current fair market value of deposits and investments credited to each of the 2025 Reserve Fund. If, upon any valuation, the value of the 2025 Reserve Fund exceeds the 2025 Minimum Reserve, the excess amount shall be withdrawn and deposited into the 2025 Debt Service Fund or may be applied to any lawful purpose; if the value is less than the applicable requirement, the City shall replenish such amounts from the first Pledged Revenues thereafter received not required to be otherwise applied or other monies legally available therefor.

At such time as the Bonds are paid in full or are deemed to be paid in full, the amount on deposit in the 2025 Reserve Fund may be used to pay the final installments of principal and interest on the Bonds and otherwise may be withdrawn and transferred to the City to be used for any lawful purpose.

If moneys have been withdrawn from the 2025 Reserve Fund and deposited into the 2025 Debt Service Fund to prevent a default on the Bonds, then the City will pay, from Pledged Revenues or other monies legally available therefor, the full amount so withdrawn or so much as shall be required to restore the 2025 Reserve Fund to the 2025 Minimum Reserve. Such repayment shall be made as required by paragraph F Section 17 of this Bond Ordinance.

Section 19. Lien on Pledged Revenues. The Pledged Revenues and the amounts and securities on deposit in 2025 Debt Service Fund and the 2025 Reserve Fund, if any, and the proceeds thereof, are hereby authorized to be pledged to, and are hereby pledged, and the City grants a security interest therein for, the payment of the principal of, premium, if any, and interest on the Bonds, subject to the uses thereof permitted by, and the priorities set forth in, this Bond Ordinance. The Bonds constitute an irrevocable and first lien, but not an exclusive first lien on the Pledged Revenues on parity with the lien thereon of the outstanding Parity Bonds and additional Parity Bonds, if any, hereafter authorized to be issued and payable from the Pledged Revenues, and senior to the lien of Parity Subordinate Obligations on the Pledged Revenues.

Section 20. Additional Parity Bonds and Additional Parity Subordinate Bonds Payable from Pledged Revenues.

A. Parity Bonds Test. This Bond Ordinance shall not prevent the issuance of additional Parity Bonds payable from and constituting a lien upon the Pledged Revenues on parity with the lien of the Bonds. Before any additional Parity Bonds are actually issued, it must be determined that:

(1) The City is then current in the accumulation of all amounts which are then required to be on deposit in the 2025 Debt Service Fund and the 2025 the Reserve Fund, in accordance with Section 17 of this Bond Ordinance; and

(2) The Pledged Revenues received by the City in the Fiscal Year immediately preceding the date of issuance of the proposed additional Parity Bonds shall have been sufficient to pay an amount representing (a) at least 200% of the combined maximum annual principal and interest coming due in any subsequent Fiscal Year on (1) the outstanding Bonds, (2) other outstanding Parity Bonds payable from and constituting a lien upon the Pledged Revenues, and (3) the Parity Bonds proposed to be issued and (b) at least 150% of the combined maximum annual principal and interest coming due in any subsequent Fiscal Year on (1) the outstanding Parity Bonds, (2) the outstanding Parity Subordinate Bonds, and (3) the Parity Bonds proposed to be issued.

For purposes of the test set forth in clause (2) above, if on the date of issuance of the additional Parity Bonds, (a) any amount of the reserve fund requirement for the additional Parity Bonds is immediately deposited in or credited to the reserve fund for the additional Parity Bonds or, (b) any amount of the reserve fund requirement for any issue of outstanding Parity Bonds or outstanding Parity Subordinate Bonds is then on deposit in or credited to the reserve fund for any issue of outstanding Parity Bonds or outstanding Parity Subordinate Bonds, respectively, then the amounts on deposit in or credited to the respective reserve funds shall be deducted from the principal and interest coming due in the final Fiscal Year for the additional Parity Bonds or any issue of outstanding Parity Bonds or outstanding Parity Subordinate Bonds for which such reserve fund was created.

B. Certification or Opinion Regarding Pledged Revenues. A written certificate or opinion by an Independent Accountant or the City Treasurer or City Financial

Services Director, that the Pledged Revenues are sufficient to pay the required amounts under the test in paragraph A of this Section, shall conclusively determine the right of the City to issue additional Parity Bonds. The Independent Accountant, City Treasurer or City Financial Services Director may utilize the results of any annual audit to the extent it covers the applicable period.

C. Additional Parity Subordinate Bonds Test. This Bond Ordinance shall not prevent the issuance of additional Parity Subordinate Bonds payable from and constituting a lien upon the Pledged Revenues on subordinate to the lien thereon of the Bonds and other outstanding Parity Bonds. Before any additional Parity Subordinate Bonds are actually issued, it must be determined that:

(1) The City is then current in the accumulation of all amounts which are then required to be on deposit in the debt service funds and reserve funds for the outstanding Parity Bonds and the outstanding Parity Subordinate Bonds; and

(2) The Pledged Revenues received by the City in the Fiscal Year immediately preceding the date of issuance of the proposed additional Parity Subordinate Bonds shall have been sufficient to pay an amount representing at least 150% of the combined maximum annual principal and interest coming due in any subsequent Fiscal Year on (1) the outstanding Parity Bonds, (2) the outstanding Parity Subordinate Bonds, and (3) the Parity Subordinate Bonds proposed to be issued.

For purposes of the test set forth in clause (2) above, if on the date of issuance of the additional Parity Subordinate Bonds, (a) any amount of the reserve fund requirement for the additional Parity Subordinate Bonds is immediately deposited in or credited to the reserve fund for the additional Parity Subordinate Bonds or, (b) any amount of the reserve fund requirement for any issue of outstanding Parity Bonds or outstanding Parity Subordinate Bonds is then on deposit in or credited to the reserve fund for any issue of outstanding Parity

Bonds or outstanding Parity Subordinate Bonds, respectively, then the amounts on deposit in or credited to the respective reserve funds shall be deducted from the principal and interest coming due in the final Fiscal Year for the additional Parity Subordinate Bonds or any issue of outstanding Parity Bonds or outstanding Parity Subordinate Bonds for which such reserve fund was created.

A written certificate or opinion by an Independent Accountant or the City Treasurer or City Financial Services Director, that the Pledged Revenues are sufficient to pay the required amounts under the test in this paragraph C of this Section, shall conclusively determine the right of the City to issue additional Parity Subordinate Bonds. The Independent Accountant, City Treasurer or City Financial Services Director may utilize the results of any annual audit to the extent it covers the applicable period.

D. Superior Obligations Prohibited. The City shall not issue any obligation having a lien on any of the Pledged Revenues pledged by this Bond Ordinance which is prior and superior to the Bonds.

E. Super Subordinate Obligations Permitted. Nothing in this Bond Ordinance shall prevent the City from issuing bonds or other obligations payable from the Pledged Revenues pledged by this Bond Ordinance and having a lien on the Pledged Revenues subordinate to the lien of the Parity Subordinate Bonds.

Section 21. Refunding Bonds. The provisions of Section 20 of this Bond Ordinance are subject to the following exceptions:

A. Privilege of Issuing Refunding Obligations. If at any time the City shall find it desirable to refund any outstanding obligations constituting a lien upon the Pledged Revenues, the Bonds or other obligations, or any part thereof, such obligations may be

refunded, but only with the consent of the holders, unless the obligations shall then mature or be callable for redemption, or the plan of refunding calls for payment of the obligations at maturity or at a redemption date, regardless of whether the lien priority is changed by the refunding except that superior obligations are prohibited as provided in paragraph D of Section 20 of this Bond Ordinance and except as provided in paragraphs B and C of this Section.

B. Limitation Upon Issuance of Parity Refunding Obligations and Parity Subordinate Refunding Obligations. No refunding obligations shall be issued with a lien on the Pledged Revenues on parity with the lien of the Bonds, unless:

(1) The lien on the Pledged Revenues of the outstanding obligations so refunded is on parity with the lien on the Pledged Revenues of the Bonds; or

(2) The refunding obligations are issued in compliance Section 20 of this Bond Ordinance.

No refunding obligations shall be issued with a lien on the Pledged Revenues subordinate to the lien of the Bonds and other outstanding Parity Bonds, unless:

(1) The lien on the Pledged Revenues of the outstanding obligations so refunded is subordinate to the lien of the Bonds and the other outstanding Parity Bonds and is on parity with the lien on the Pledged Revenues of the outstanding Parity Subordinate Bonds; or

(2) The refunding obligations are issued in compliance Section 20 of this Bond Ordinance.

C. Refunding Part of an Issue. The refunding bonds or other refunding obligations issued shall enjoy complete equality of lien with the portion of any bonds or other

obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the owner or owners of the same issue refunded thereby. If only a part of any issue or issues is refunded, then there may be no refunding without the consent of the holders of the unrefunded portion of such obligations, unless:

(1) The refunding obligations do not increase the aggregate principal and interest requirements for any Fiscal Year commencing prior to the last maturity date of such unrefunded obligations; or

(2) The lien of the refunding obligations is subordinate to the lien of any obligations not refunded; or

(3) The refunding bonds or other refunding obligations are issued in compliance with Section 20 of this Bond Ordinance.

D. Limitation Upon Issuance of Any Refunding Obligations. Any refunding obligations payable from Pledged Revenues shall be issued with such details as the City Council may provide, subject to the inclusion of any such rights and privileges designated in paragraph C of this Section but without impairing any contractual obligation imposed by any proceedings authorizing any unrefunded portion of any issue or issues, including the Bonds.

Section 22. Equality of Parity Bonds. The Parity Bonds from time to time outstanding shall not be entitled to any priority one over the other in the application of the Pledged Revenues, regardless of the time or times of their issuance or the date incurred, it being the intention of the City Council that, except as set forth herein, there shall be no priority among Parity Bonds regardless of whether they are actually issued and delivered or incurred at different times.

Section 23. Protective Covenants. The City hereby covenants and agrees with each and every holder of the Bonds issued hereunder:

A. Use of Bond Proceeds. The City will proceed without delay to apply the proceeds of the Bonds as set forth in Section 15 of this Bond Ordinance.

B. Payment of Bonds Herein Authorized. The City will promptly pay the principal of and the interest on every Series 2025 Bond at the place, on the date and in the manner specified herein and in the Bonds according to the true intent and meaning hereof.

C. City's Existence. The City will maintain its corporate identity and existence so long as any of the Bonds remain outstanding, unless another political subdivision by operation of law succeeds to the liabilities and rights of the City, without adversely affecting to any substantial degree the privileges and rights of any owner of the Bonds.

D. Extension of Interest Payments. In order to prevent any accumulation of claims for interest after maturity, the City will not directly or indirectly extend or assent to the extension of time for the payment of any claim for interest on any of the Bonds, and the City will not directly or indirectly be a party to or approve any arrangements for any such extension.

E. Records. So long as any of the Bonds remain outstanding, proper books of record and account will be kept by the City, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Pledged Revenues.

F. Audits and Budgets. The City will, within two hundred and seventy (270) days following the close of each Fiscal Year, cause an audit of its books and accounts relating to the Pledged Revenues to be commenced by an Independent Accountant showing the receipts and disbursements in connection with such revenues.

G. Other Liens. Other than as described and identified by this Bond Ordinance, there are no liens or encumbrances of any nature whatsoever on or against the Pledged Revenues.

H. Impairment of Contract. The City agrees that any law, ordinance or resolution of the City that in any manner affects the Pledged Revenues or the Bonds shall not be repealed or otherwise directly or indirectly modified, in such a manner as to impair adversely any Bonds outstanding, unless such Bonds have been discharged in full or provision has been fully made therefor or unless the required consents of the holders of the then outstanding Bonds are obtained pursuant to Section 30 of this Bond Ordinance.

I. Debt Service Fund and Reserve Fund. The 2025 Debt Service Fund and the 2025 Reserve Fund shall be used solely and only, and those funds are hereby pledged, for the purposes set forth in this Bond Ordinance.

J. Surety Bonds. Each municipal official and employee being responsible for receiving Pledged Revenues shall be bonded at all times, which bond shall be conditioned upon the proper application of such funds.

K. Performing Duties. The City will faithfully and punctually perform all duties with respect to the Bonds required by the Constitution and laws of the State of New Mexico and the ordinances and resolutions of the City relating to the Bonds.

L. [Reserved].

Section 24. Preliminary Official Statement and Continuing Disclosure Undertaking.

Agenda Item #7.4.

A. Preliminary Official Statement. The preparation of the Preliminary Official Statement is hereby requested and approved for use distribution and use in connection with the sale of the Bonds.

B. Continuing Disclosure Undertaking. The officers of the City are authorized to sign such documents and to take such actions in the future with respect to the City's continuing disclosure obligations as are necessary or desirable to comply with the Continuing Disclosure Undertaking and the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended; provided, that the foregoing shall not be applicable in the event that the Bonds are purchased pursuant to a private placement for which the Continuing Disclosure Undertaking is not required. Notwithstanding any other provisions of this Bond Ordinance, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an "event of default" under Section 25 hereof, and holders and beneficial owners of Bonds shall be entitled to exercise only such rights with respect thereto as are provided in the Continuing Disclosure Undertaking.

Section 25. Events of Default. Each of the following events is hereby declared an "event of default":

A. Nonpayment of Principal. Failure to pay the principal of any of the Bonds when the same becomes due and payable, either at maturity, or by proceedings for redemption, or otherwise.

B. Nonpayment of Interest. Failure to pay any installment of interest when the same becomes due and payable.

C. Incapable of Performing. If the City shall for any reason be rendered incapable of fulfilling its obligations hereunder.

D. Default of any Provision. Default by the City in the due and punctual performance of its covenants or conditions, agreements and provisions contained in the Bonds or in this Bond Ordinance on its part to be performed (other than a default set forth in subparagraphs A and B of this Section), and the continuance of such default for thirty (30) days after written notice specifying such default and requiring the same to be remedied has been given to the City by the holders of twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding.

E. Bankruptcy. The City (i) files a petition or application seeking reorganization or arrangement of debt under Federal Bankruptcy law, or other debtor relief under the laws of any jurisdiction, or (ii) is the subject of such petition or application which the City does not contest or is not dismissed or discharged within sixty (60) days.

Section 26. Remedies Upon Default. Upon the happening and continuance of any of the events of default as provided in Section 25 of this Bond Ordinance, then and in every case, the holder or holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding, including, but not limited to, a trustee or trustees therefor, may proceed against the City, the City Council and its agents, officers and employees, but only in their official capacities, to protect and enforce the rights of any holder of Bonds under this Bond Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained herein or in an award relating to the execution of any power herein granted for the enforcement of any legal or equitable remedy as such holder or holders may deem most effectual to protect and enforce the rights provided above, or to enjoin any act or thing which may be unlawful or in violation of any right of any Bondholder, or to require the City Council to act as if it were the trustee of an express trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted,

had and maintained for the equal benefit of all holders of the Bonds then outstanding. The failure of any Bondholder so to proceed shall not relieve the City or any of its officers, agents or employees of any responsibility for failure to perform, in their official capacities, any duty. Each right or privilege of such holder (or trustee thereof) is in addition and cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any holder shall not be deemed a waiver of any other right or privilege.

Section 27. Duties Upon Default. Upon the happening of any of the events of default provided in Section 25 of this Bond Ordinance, the City, in addition, will do and perform all proper acts on behalf of and for the owners of the Bonds to protect and preserve the security created for the payment of the Bonds and to insure the payment of the principal of and interest on the Bonds promptly as the same become due. All proceeds derived therefrom, so long as any of the Bonds, either as to principal or interest, are outstanding and unpaid, shall be applied as set forth in Section 17 of this Bond Ordinance. In the event the City fails or refuses to proceed as provided in this Section, the holder or holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding, after demand in writing, may proceed to protect and enforce the rights of the owners of the Bonds as hereinabove provided.

Section 28. Bonds Not Presented When Due. If any Bonds shall not be duly presented for payment when due at maturity or on the redemption date thereof, and if moneys sufficient to pay such Bonds are on deposit with the Paying Agent for the benefit of the owners of such Bonds, all liability of the City to such owners for the payments of such Bonds shall be completely discharged, such Bonds shall not be deemed to be outstanding and it shall be the duty of the Paying Agent to segregate and to hold such moneys in trust, without liability for interest thereon, for the benefit of the owners of such Bonds as may be provided in any agreement hereafter entered into between the Paying Agent and an officer of the City.

Section 29. Delegated Powers; Authority to Make Budget Adjustments. The officers of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Bond Ordinance, including, without limiting the generality of the foregoing, the publication of the title and general summary of the Bond Ordinance set out in Section 36 (with such changes, additions and deletions as they may determine), the printing of the Bonds, the preparation, printing, execution and distribution of the Preliminary Official Statement and final Official Statement, and the execution of the Bond Purchase Agreement, the Continuing Disclosure Undertaking, and such other documents or certificates as may be required by the Purchaser or bond counsel. The officers of the City are hereby authorized and directed to take all action necessary to make the budget adjustments needed to reflect the Bond proceeds.

Section 30. Amendment of Bond Ordinance. This Bond Ordinance may be amended without the consent of the holder of any Bond to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained herein. Prior to the date of the initial delivery of the Bonds to the Purchaser, the provisions of this Bond Ordinance may be amended with the written consent of the Purchaser, with respect to any changes which are not inconsistent with the substantive provisions of this Bond Ordinance. In addition, this Bond Ordinance may be amended without receipt by the City of any additional consideration, but with the written consent of the holders of seventy-five percent (75%) of the Bonds then outstanding (not including Bonds which may be held for the account of the City); but no ordinance adopted without the written consent of the holders of all outstanding Bonds shall have the effect of permitting:

- A. An extension of the maturity of any Bond; or
- B. A reduction of the principal amount or interest rate of any Bond; or

C. The creation of a lien upon the Pledged Revenues ranking prior to the lien or pledge created by this Bond Ordinance; or

D. A reduction of the principal amount of Bonds required for consent to such amendatory ordinance; or

E. The establishment of priorities as between Bonds issued and outstanding under the provisions of this Bond Ordinance; or

F. The modification of or otherwise affecting the rights of the holders of less than all the outstanding Bonds.

Section 31. Defeasance. When all principal and interest in connection with the Bonds hereby authorized have been duly paid, the pledge and lien on the Pledged Revenues for the payment of the Bonds shall thereby be discharged and the Bonds shall no longer be deemed to be outstanding within the meaning of this Bond Ordinance. Payment shall be deemed made with respect to any Bond or Bonds when the City has placed in escrow with a commercial bank exercising trust powers, an amount sufficient (including the known minimum yield from Defeasance Obligations, as defined below) to meet all requirements of principal and interest as the same become due to their final maturities or upon designated redemption dates. Any Defeasance Obligations shall become due when needed in accordance with a schedule agreed upon between the City and such bank at the time of the creation of the escrow. Defeasance Obligations within the meaning of this Section shall include only (1) cash, (2) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – “SLGs”), and (3) obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

Section 32. Bond Ordinance Irrepealable. After any of the Bonds are issued, this Bond Ordinance shall be and remain irrepealable until the Bonds and the interest thereon shall be fully paid, canceled and discharged, as herein provided, or there has been defeasance of the Bonds as herein provided.

Section 33. Severability Clause. If any Section, paragraph, clause or provision of this Bond Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Ordinance.

Section 34. Repealer Clause. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 35. Effective Date. Upon due adoption of this Bond Ordinance, it shall be recorded in the book of ordinances of the City kept for that purpose, authenticated by the signatures of the Mayor or Mayor Pro Tem and City Clerk, and the title and general summary of the subject matter contained in this Bond Ordinance (set out in Section 36 below) shall be published in a newspaper which maintains an office and is of general circulation in the City and this Bond Ordinance shall be in full force and effect in accordance with law.

Section 36. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Bond Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

City of Las Cruces, New Mexico

Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in an ordinance duly adopted and approved by the City Council of the City of Las Cruces, New Mexico, on January 6, 2025, relating to the authorization and issuance of the 2025. Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of the City Clerk, Las Cruces City Hall, 700 North Main Street Las Cruces, New Mexico.

The title of the Ordinance is:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF LAS CRUCES, NEW MEXICO TAXABLE MUNICIPAL GROSS RECEIPTS TAX (ONE-HALF PERCENT) REVENUE BONDS, SERIES 2025 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$21,000,000 FOR THE PURPOSE OF PAYING, DISCHARGING, AND SATISFYING THE CITY'S RISK MANAGEMENT MEASURES ENTERED INTO IN THE FULL AND FINAL RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT IN CONNECTION WITH *ESTATE OF TERESA GOMEZ, ET AL. V. CITY OF LAS CRUCES, ET AL.*, CIV-23-00952 AND PAYING THE COSTS OF ISSUANCE OF THE BONDS; PROVIDING FOR THE METHOD OF SALE OF THE BONDS PURSUANT TO A NEGOTIATED PUBLIC SALE WITH AN UNDERWRITER; PROVIDING FOR THE MATURITY DATES AND AMOUNTS, INTEREST RATES, PRICES, REDEMPTION FEATURES AND OTHER FINAL TERMS OF THE BONDS TO BE ESTABLISHED IN A PRICING CERTIFICATE; DELEGATING AUTHORITY TO THE CITY MANAGER AND CITY FINANCIAL SERVICES DIRECTOR TO EXECUTE AND DELIVER A PRICING

**CERTIFICATE AND BOND PURCHASE AGREEMENT FOR THE SALE OF
THE SERIES 2025 BONDS; AND PROVIDING FOR OTHER DETAILS
CONCERNING THE BONDS.**

A general summary of the Ordinance is:

The Ordinance authorizes the issuance and sale of (1) the City of Las Cruces, New Mexico Taxable Municipal Gross Receipts Tax (One-Half Percent) Revenue Bonds, Series 2025, in an aggregate principal amount not to exceed \$21,000,000 for the purpose of paying, discharging, and satisfying the City's risk management measures entered into in the Full and Final Release of All Claims and Indemnity Agreement in connection with *Estate of Teresa Gomez, et al. v. City of Las Cruces, et al.*, CIV-23-00952 and paying the costs of issuance of the Bonds; provides that the Bonds will be payable and collectible from the revenues derived from 0.50% municipal gross receipts tax imposed by the City pursuant to Ordinance Nos. 385 and 427; provides that the maturity dates, interest rates, redemption provisions and other details of each series of the Bonds will be as established in the Pricing Certificate, and delegate authority to the City Manager or City Financial Services Director to execute and deliver the Pricing Certificate and Bond Purchase Agreement; provides a form of the Bonds; approves preparation, execution and delivery of certain documents relating to the Bonds, including the Preliminary Official Statement, Official Statement and Continuing Disclosure Undertaking; makes covenants for the benefit of owners of the Bonds; ratifies action previously taken in connection with the Bonds; and repeals all action in conflict with the Ordinance.

This notice constitutes compliance with § 6-14-6 N.M.S.A. 1978.

(End of Form of Summary for Publication)

(II)

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

DONE AND APPROVED this 6th day of January, 2025.

APPROVED:

ATTEST:

Eric Enriquez, Mayor

Christine Rivera, City Clerk

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM

Brad Douglas, City Attorney

VOTE:
Mayor Enriquez: _____
Councilor McClure: _____
Councilor Mattiace: _____
Councilor Graham: _____
Councilor Bencomo: _____
Councilor Corran: _____
Councilor Flores: _____

STATE OF NEW MEXICO)
COUNTY OF DOÑA ANA) ss.
CITY OF LAS CRUCES)

I, Christine Rivera, the duly acting and qualified City Clerk of the City of Las Cruces, New Mexico (the “Governmental Unit”), do hereby certify:

- 1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Council (the “Governing Body”), constituting the governing body of the City had and taken at a duly called regular meeting held at the Municipal Offices, 700 North Main Street, Las Cruces, New Mexico, on January 6, 2025, at the hour of 1:00 p.m., insofar as the same relate to the issuance and delivery of the Bonds, a copy of each of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.
- 2. Such proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at such meeting, as therein shown.
- 3. Notice of such meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the City’s open meetings standards presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of January, 2025.

CITY OF LAS CRUCES, NEW MEXICO

Christine Rivera, City Clerk