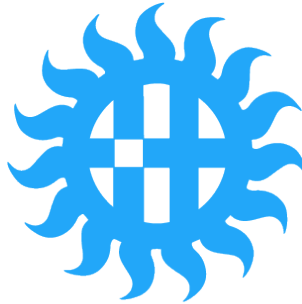


CITY COUNCIL AGENDA

Monday, July 20, 2026 at 1:00 PM

Council Chambers



CITY OF LAS CRUCES

Mayor
Eric Enriquez

Mayor Pro Tem
John Munoz

Councilors
Cassie McClure
William Mattiace
Michael Harris
Johana Bencomo
Becky Corran

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LAS CRUCES, NM 88004

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CONSENT AGENDA

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

Page

1. OPENING CEREMONIES

- 1.1. Pledge of Allegiance - Mayor Enriquez.
- 1.2. Presentation of Certificates of Appreciation/Proclamations - Mayor Enriquez.
- 1.3. FY26 Audit Entrance Conference Presentation by PB&H.
- 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 June 15, 2026. 6 - 27
[City Council - Jun 15 2026 - Minutes - Pdf](#)
- 5.2. Work Session of June 22, 2026. 28 - 35

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

- 6.1. RESOLUTION NO. 27-010: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT TWO (2) GRANT AWARDS FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT). 36 - 67

This resolution will approve grants for the Pavement Rehabilitation Project on E. Lohman Avenue and a HAWK signal at the intersection of West Amador Avenue and McSwain Dr.

[Resolution No. 27-010 - Pdf](#)

- 6.2. RESOLUTION NO. 27-011: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD FOR THE POLICE DEPARTMENT AND TO AMEND THE CITY'S ADOPTED FY2026 BUDGET. 68 - 73

This resolution will approve a grant for reimbursement of approved law enforcement equipment purchases.

[Resolution No. 27-011 - Pdf](#)

- 6.3. RESOLUTION NO. 27-012: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT VARIOUS GRANT BUDGET ADJUSTMENTS FOR VARIOUS DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FISCAL YEAR (FY) 2026-2027 BUDGET. 74 - 81

This resolution will approve grant budget adjustments for Public Works and MPO.

[Resolution No. 27-012 - Pdf](#)

- 6.4. RESOLUTION NO. 27-013: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT FOURTH QUARTER BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FISCAL YEAR (FY) 2025-26 BUDGET. 82 - 124

This resolution will approve budget adjustments for Housing, Fire, Public Works, Quality of Life, and Utilities.

[Resolution No. 27-013 - Pdf](#)

- 6.5. RESOLUTION NO. 27-014: A RESOLUTION AMENDING THE FY2027 - 2032 CAPITAL IMPROVEMENTS PROGRAM. 125 - 140

This resolution will approve amendments to the CIP for Public Works and Parks & Rec.

[Resolution No. 27-014 - Pdf](#)

- 6.6. RESOLUTION NO. 27-015: A RESOLUTION AUTHORIZING THE CITY TO CONTRACT WITH VISION SERVICE PLAN INSURANCE 141 - 187

COMPANY OF RANCHO CORDOVA, CALIFORNIA FOR EMPLOYEE VISION BENEFITS PLAN FOR A TERM OF FOUR (4) YEARS EFFECTIVE JULY 1, 2026 (PROCUREMENT NO 26-27-004).

This will approve a resolution for the employee vision benefit program with VSP.

[Resolution No. 27-015 - Pdf](#)

- 6.7. COUNCIL BILL NO. 27-002; ORDINANCE NO. 3118: AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR AN UNSUBDIVIDED PARCEL WITHIN THE ROYAL CROSSING DEVELOPMENT. THE PROPERTY IS LOCATED SOUTH OF MERCY DRIVE, ENCOMPASSES APPROXIMATELY 22.08 ACRES, IS ZONED NH-2U (NEIGHBORHOOD 2 URBAN), NH-3U (NEIGHBORHOOD 3 URBAN), AND OS-1U (OPEN SPACE RECREATIONAL URBAN). PROPOSED ZONING IS NH-1U (NEIGHBORHOOD 1 URBAN), NH-3U (NEIGHBORHOOD 3 URBAN), OS-1U (OPEN SPACE RECREATIONAL URBAN), AND OS-2U (OPEN SPACE DRAINAGE URBAN). NO CHANGES TO THE TOWN CENTER OVERLAY. SUBMITTED BY SOUDER MILLER AND ASSOCIATES ON BEHALF OF LC LAND LLC., PROPERTY OWNER. (26ZO0500015) 188 - 233

This ordinance will approve rezoning in the Royal Crossing Development.

[Ordinance No. 3118 - Pdf](#)

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

- 7.1. RESOLUTION NO. 27-016: A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL NOT-TO-EXCEED AMOUNT OF THE ELECTRONIC PAYMENT SERVICES CONTRACT WITH PAYMENTUS CORPORATION OF CHARLOTTE, NORTH CAROLINA, TO AN AMOUNT NOT TO EXCEED \$1,000,000 ANNUALLY, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-003). 234 - 256

This resolution will approve an increase to the contract with Paymentus for processing for debit and credit card payments.

[Resolution No. 27-016 - Pdf](#)

- 7.2. RESOLUTION NO. 27-017: A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR METROPOLITAN REDEVELOPMENT AREA PLAN DEVELOPMENT SERVICES WITH MORROW, REARDON, WILKINSON, MILLER, LTD OF ALBUQUERQUE, NEW MEXICO IN AN AMOUNT NOT TO EXCEED \$240,390.80, PLUS APPLICABLE TAXES (PROCUREMENT NO. 25-26-023). 257 - 273

This resolution will approve an agreement for an MRA plan in the Apodaca and Lift Up area.

[Resolution No. 27-017 - Pdf](#)

- 7.3. RESOLUTION NO. 27-018: A RESOLUTION CALLING FOR THE SUBMISSION OF A GENERAL OBLIGATION BOND QUESTION TO ALL QUALIFIED VOTERS AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, FOR THE PURPOSE OF VOTING ON THE ISSUANCE OF GENERAL OBLIGATION LIBRARY BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF \$26,000,000, DESCRIBING THE PURPOSES TO WHICH THE BOND PROCEEDS WOULD BE EXPENDED; PROVIDING FOR THE FILING OF THE ELECTION RESOLUTION WITH THE DOÑA ANA COUNTY CLERK; AUTHORIZING AND DIRECTING THE OFFICERS AND EMPLOYEES OF THE CITY TO COORDINATE WITH AND ASSIST THE DOÑA ANA COUNTY CLERK WITH RESPECT TO THE ELECTION; PRESCRIBING OTHER DETAILS IN CONNECTION WITH SUCH ELECTION AND BONDS; AND RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH. 274 - 279

This resolution will approve the ballot question for the 2026 GO Bond Election.

[Resolution No. 27-018 - Pdf](#)

- 7.4. COUNCIL BILL NO. 26-024; ORDINANCE NO. 3116: AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A \$3,065,000 LOAN AGREEMENT FOR FLOOD CONTROL INFRASTRUCTURE IMPROVEMENT PROJECTS AND PAYING THE COSTS OF EXECUTION OF THE LOAN AGREEMENT WITH SUCH LOAN AGREEMENT TO BE SECURED BY A LIEN ON THE FIFTH QUARTER PERCENT INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX AND THE HOLD HARMLESS DISTRIBUTIONS ASSOCIATED WITH THE FIFTH QUARTER PERCENT INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX. 280 - 351

This ordinance would authorize the City to borrow up to \$3,065,000 to finance the acquisition, construction, maintenance and completion of various flood control infrastructure improvement projects and pay the related debt issuance costs and professional fees.

[Ordinance No. 3116 - Pdf](#)

- 7.5. COUNCIL BILL NO. 27-001; ORDINANCE NO. 3117: AN ORDINANCE AUTHORIZING THE ANNUAL DISPOSITION OF CITY OWNED LAND PARCELS IN THE METRO VERDE ARCADIA PHASE 4 SUBDIVISION TO TIERRA DEL SOL HOUSING CORPORATION AND MESILLA VALLEY HABITAT FOR HUMANITY FOR AFFORDABLE HOUSING DEVELOPMENT. 352 - 357

This ordinance will approve the disposition of lots for affordable housing.

[Ordinance No. 3117 - Pdf](#)

- 7.6. COUNCIL BILL NO. 27-003; ORDINANCE NO. 3119: AN ORDINANCE SUPPORTING INVESTMENT OF \$50,000 IN AN ECONOMIC DEVELOPMENT PROJECT IN ACCORDANCE WITH THE CITY OF LAS CRUCES LOCAL ECONOMIC DEVELOPMENT PLAN, 358 - 379

AUTHORIZING AN ECONOMIC DEVELOPMENT PROJECT
PARTICIPATION AGREEMENT BETWEEN THE CITY AND GYM
MAGIC CHILD DEVELOPMENT CENTER, LLC.

This ordinance will approve a LEDA agreement with Gym Magic Child Development Center.

[Ordinance No. 3119 - Pdf](#)

- 7.7. COUNCIL BILL NO. 27-004; ORDINANCE NO. 3120: AN ORDINANCE REPEALING CHAPTER 2, ARTICLE IV, DIVISION 7. SELECT COMMITTEES AND DIVISION 9. POLICY REVIEW COMMITTEE (PRC) OF THE LAS CRUCES MUNICIPAL CODE IN THEIR ENTIRETY. 380 - 389

This ordinance will approve the repeal of Select and Policy Review Committees.

[Ordinance No. 3120 - Pdf](#)

8. **BOARD APPOINTMENTS**

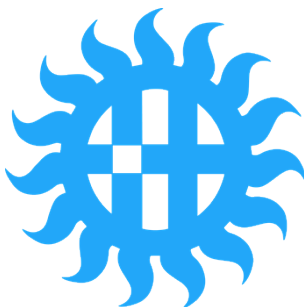
9. **NOTICE OF PROPOSED ORDINANCE(S)**

- 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, June 15, 2026 @ 1:00 PM

City Council Chambers, City Hall

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

ABSENT: Mayor Pro Tem John Munoz

1. OPENING CEREMONIES

1.1 PLEDGE OF ALLEGIANCE - COUNCILOR CORRAN.

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

Councilor Corran recognized the Mesilla Valley Christian Baseball Team for winning the District Championship.

Councilor Corran presented Jamar Cotton with a proclamation for New Mexico Outlaws Youth Sports Day.

Councilor Corran presented Carl Pierce with a proclamation for National Waste & Recycling Workers Week.

1.3 DEPARTMENTAL HIGHLIGHTS.

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

Mandy Leatherwood, Communications Director gave an overhead presentation.

1.4 PETS OF THE WEEK.

Anissa Valenzuela, Animal Services Center of the Mesilla Valley presented Pets of the Week.

2. CONFLICT OF INTEREST INQUIRY BY MAYOR AS REQUIRED BY LCMC

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SECTION 2-27 (E)(2)

2.1

None.

3. PUBLIC PARTICIPATION

3.1

Lynn Moorner, Member of the Public said we are concerned that the city's compliance with the federal Lead and Copper Rule does not include doing the best for Las Cruces or making sure public health is safe guarded. Rather it appears that Utilities Department is trying to get by doing the least amount possible compared to other cities the department is inadequate. The chief problem is the department's approach to finding lead pipes. Their just check the meter box technique is deficient. I have not found any other city that relies solely on this technique like Las Cruces does probably because it is clearly not sufficient to the task. It is not capable of finding lead lined piping or lead piping further up the line. It appears Las Cruces Utilities has not done basic research on the various inspection methods available, perhaps an intentional choice to embrace ignorance. Handout 1, a 2023 study developed for EPA by California State University describes 12 lead service line investigation methods that can be used noting 8 that are EPA approved. These are visual inspection external CCTV inspection, internal CCTV inspection, mechanical excavation, vacuum excavation, flushed sampling, targeted service line sampling and sequential sampling. These 8 methods are in line with the methods 6 licensed plumbers in Las Cruces I consulted recommended. None of the 6 considered mere visual inspection of the meter box adequate. Amarillo, Houston, Tucson, Denver, Chandler, Arizona, San Antonio and Beaumont, Texas use potholing, a form of mechanical excavation. El Paso, Tulsa, Chandler and Midland, Texas use larger mechanical excavation. Tucson and Denver use water tests. Midland uses ground penetrating radar. San Antonio uses above ground scanning. I recently checked the Lead and Copper website for Lincoln, Nebraska where I am from. Lincoln, like Las Cruces is a university town with which historically has had a championship football team. It is a little larger than Las Cruces, but it is not particularly wealthy. It has a sizable Hispanic population and a sizable southeast Asian population. The City of Lincoln provides one free water quality test kit per year, replaces any lead service line at no cost and provides a free two-year warranty on any new service line. In contrast Las Cruces does no water testing for those who request it, provides no warranties on new service lines and it is not clear that it will actually cover the cost of lead or galvanized line replacement for everyone who needs it because it has left half the city off the map. In defense of her decision to have the city only visually inspect the meter box the Utilities Director said that the state knows about it. Even if this is true it doesn't mean it approves of it. Plus, the state's opinion on the matter is largely irrelevant because it doesn't have primacy for enforcement. It is EPA that has enforcement authority not the state.

Liz Rodriguez-Johnson, Member of the Public said it is a fundamental of good government that citizens are able to know and understand what their tax dollars are being spent on and why. We expect full and complete answers to each of the questions we posed over the past 18 months regarding the city's implementation of Lead and Copper Rule. On December 15, 2025, we provided you Handout A, which

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listed 41 questions and 5 requests that we asked to be addressed. To date none of these questions or requests have been addressed. We reiterate these questions and requests and supplement them with more that have arisen since. See new Handout A. It's clear that the Utilities Director tightly controls department messaging. She publicly shut down former Assistant Utilities Director Carl Clark when he began to respond to questions at a Utilities Board meeting February. At a town hall in March 25, she controlled the microphone and decided which questions were responded to and which were ignored. No doubt it is her decision to not answer any of the questions citizens have posed within the past 18 months. There are three chief reasons why citizens' questions are not answered by public employees regarding matters of public concern. They can't find the answer, they can't be bothered to come up with the answer or the answer will cast the agency in a negative light. We suspect the latter applies here. Whatever the reason we again request a completed responsive answers to our questions and that all of our requests for specific action be addressed. A new question is why has Las Cruces Utilities decreased its inspections to almost zero? IPRA responses show no inspections whatsoever of water pipes for the first three weeks of April. This contrasts to an average of 36 inspections for each of the first weeks of November 25 through March 26. In light of the promises made to obtain \$15 million in funding from the state this looks like another instance of the Utilities Department failure to comply with the agreement with the state. Here are three more questions. How much of the \$15 million grant has Las Cruces Utilities spent and on what specifically? What does the Utilities Department use as an inspection technique that looks exclusively at the meter box? A technique which isn't capable of finding lead lining piping or lead or galvanized piping further up the line, both of which EPA says must be accounted for. Why did Las Cruces Utilities not provide any notice to 8 properties the city discovered had galvanized piping even though the EPA requires it. This includes failure to notify Fairacres Elementary School, an elementary school that has galvanized piping. A very serious matter.

Marissa DeWolf, Member of the Public said I live in District 4 and I am here today with a group of trusted community experts who are committed to partnering with youth around decisions that affect them. We are here as community advocates, and we are community advocates who collaborate with young people, and we are here to a coordinating group. We truly believe that supporting young people is a shared responsibility and we represent ourselves today. Collectively we bring decades of experience serving youth and families. We know that relationships are key and our intentions are to work together for better across sector collaboration and we want to share partnerships to make good decisions with and for our young people. When I was a young person in the 90's I remember thinking that there were adults out there who knew what was going on and had solid solutions that would continue to make everyone's life better. Now that just about everyone in the room has reached adulthood I think we can all agree that knowing what is really going on requires many, many points of view and the points of view available to us are shrinking and the solutions can sometimes be very hard to reach. Even when we are in positions of decision making or leadership. Life is complex and the lives of our youth are undeniably complex and undeniably different from the lives of our youth, and this is why we believe that we need to work with youth as partners and also the reason why we do so in our work. You will hear from more of us today about our ideas and visions for how to engage with, and work with and be in community with young people. We

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are not separate communities, after all here in Las Cruces. We are community of people of all ages and many, many viewpoints. We intend that this will be an ongoing communication and it is youth initiatives in the city come to action you keep in mind those of us who have been partnering with you for many years.

Linley Hornsby, Member of the Public said I am a social worker and community organizer honored to speak today, speak to you all today in solidarity with other local youth advocates. Bedrock to our commitment to advocating for youth is a shared vision for Las Cruces. We envision a Las Cruces that invests in young people. In my three minutes today I would like to invite us to dream together. What could a city that invest in young people look like? A few ideas. It could look like a city that has accessible free recreation in every neighborhood. A city with safe and supported third spaces, which are spaces outside of school and home for youth to exist and grow and explore in. It could look like a city with a transportation system that is responsive to youth, with transportation options that meet the needs of all young people across the social economic spectrum, across the geographic distribution of our community and is inclusive of all levels of ability. It could look like a city that values the time, talent, and dedication of young people such that it offers dignified and paid professional experiences for young people to gain the skills needed to sustain our workforce and serve our community. We already have some of those, right? And continuing to support those not just one off paid summer internship but a nurtured network of economic opportunities that is intentionally sustained for young people. It could look like a city that supports young people both in crisis and young people in recovery. A city that celebrates what young people have to offer and take seriously the shared responsibility of creating an environment that is safe for young people to learn in. We believe this vision is possible to obtain and we are honest that achieving these aspirations is going to be a struggle, but this is a plight that we can no longer ignore and address with false solutions. Youth are asking for real solutions to be crafted and collaboration with young people themselves. So how do we get there? Authentic collaboration and trust is a start towards achieving positive youth outcomes and we can begin that process by holding space to listen to youth and have difficult conversations and even experience the discomfort that arises when we recognize that young people have long not have a voice in the systems and policies that affect them and so inviting us to move forward together and be brave to look at where we are at and achieve progress for young people in our community together.

Summer Mitchell, Member of the Public and I am a resident of District 4. I have grown up in Las Cruces, and I have raised children of my own here. I have also been working in the nonprofit sector for about the past decade. I currently work for the Community Action Agency of Southern New Mexico, and I am engaging in ethical storytelling and counter narrative work. I am here today with friends and colleagues who are personally and professionally committed to improving the experiences for youth and I am here today to encourage all of us to examine the stories we are telling ourselves and we are telling others about young people. Too often youth are discussed primarily as issues to be managed, controlled or fixed. When that happens, we stop seeing youth as people who are navigating challenges just like you and I. When we start from a place of what is wrong with you, we forget that we can't see the pain, heartbreak and pressure to perform. We reduce them to a mistake or we make assumptions about their character and their potential based on the actions of others

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and what has really been resonating with me lately is that this dynamic is not unique to our youth, many people in our community also view law enforcement through a single story assuming the worst intentions, seeing officers as a problem instead of seeing the human behind the uniform navigating complex systems and pressure to perform. I don't believe either of these stories serves our community. Young people are not inherent criminals just as police officers are not inherent villains and when we reduce any group to a stereotype we create distance and distance makes partnership impossible. What we see in our work is that relationships and not control are what drive change. If we want safer neighborhoods and better outcomes we have to start from a different place and that is why we are here today. To start a dialogue, build relationships and hopefully, eventually a shared responsibility across community and systems and institutions. Did you know that students that are connected to real opportunities like career pathways and meaningful internships and jobs graduate at rates above 95%. So, I don't have to tell anyone here that is much lower than the national average and that is not because they are punished into success. That is because they are engaged and supported. It is because they can now see an opportunity that was not visible to them before. So, when young people struggle the question is not how do we respond? The question is what assets do they already hold and are we willing to invest in prevention, relationships and opportunity before there is a problem to fix. Thank you for your service, your time, and your willingness to engage with the community and I look forward to furthering this discussion.

Liz Bennett, Member of the Public said as my colleagues have mentioned, we are here today to remind all of us that the care, upbringing and thriving of the young people in our community is a collective responsibility. Youth and young adults are just as much an integral part of our town as are the parents, teachers, first responders, service workers and retirees and it is up to us to create the environment required for all young people to grow into kind caring and capable adults. We are here because we want to be in a serious and committed dialogue about how best cultivate those conditions. We appreciate the ongoing efforts of the city to consider an act of principles on youth engagement, the Parks & Recreation Department has been a vital point of access to positive connection in past times for youth across the city. However, I think that we can all admit that there is a lot more work to be done to rise to the occasion of meeting the needs and fueling the dreams of young people. The Youth Risk and Resiliency Survey demonstrates that relationships with supportive adults, positive relationships with peers, self-confidence and hope with the future in all protective factors against mental health concerns, violence, absenteeism, and substance use. In 2024, the top three needs reported by young people serving time in New Mexico Juvenile Justice facilities were family relationships, emotional stability and education. These are all elements that can be intentionally cultivated in community spaces. Research demonstrates that programs with the greatest impact on youth wellbeing and well becoming focus on several core components including cultivating creative restoration, fostering generative connections, highlighting meaningful pathways, promoting cultural visibility and emphasizing equity. Research also supports the fact that summer youth employment programs for at risk youth reduce violent crime throughout the year. Furthermore, well run restorative justice programs have been shown to lower rates of reoffending by one third and diversion programs that foster connection and skill building result in far better outcomes overall. On the contrary pre-trial detention has been shown to increase the likelihood of

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reoffending by 1% per day spent in detention. While we know that attending school while participating in community programming are great prevention and promotion strategies, we also have to invest in the transportation infrastructure that allows young people to access these spaces, and we have to invest in the people responsible for creating and maintaining these spaces. This is a matter of choice as this is how we spend our collective resources and a matter of clear-eyed conscious decision making about the future we want to grow together. We hope you all will join us in our effort to create a sense of belonging and hope for youth in Las Cruces.

Deandra Rodriguez, Member of the Public said I first and foremost want to name and validate that this is my first public comment. I am a lifelong resident of New Mexico. I currently live in District 5. I am a lived experienced expert, community youth advocate, and most importantly a former unseen and unheard young person. I have the privilege of working alongside young people in our community. I intentionally say alongside because I believe youth are not simply participants in programs. They are partners, leaders, experts and change makers. I am honored to stand in solidarity with some of my current youth partners that couldn't unfortunately make it here in person but they are watching and rooting for me online as I speak today and also offered me supportive, encouraging messages and I can only hope that one day that they will be standing in my shoes right now as my heart is beating in my chest and I am making my first public comment. Too often adults make decisions for young people without creating meaningful opportunities for youth to influence those decisions. In my work I strive to shift that dynamic by sharing powers, creating space for youth voices and recognizing that lived experience is expertise. Shared power means more than asking youth for their opinions. It means inviting them into decision-making processes and compensating them for their time and expertise. Trusting them with leadership responsibilities and ensuring that they have real influence over the outcomes that affect their lives. When we create environments where young people feel valued, heard and respected we see incredible things happen. Youth bring innovative ideas, challenge assumptions, identify gaps that adults may overlook and help create solutions that are more responsive to the needs of their peers and the communities. Through youth leadership development, civic engagement, and community planning efforts I have witnessed firsthand the impact of partnership. I have seen young people grow in confidence, develop leadership skills, advocate for issues they care about and recognize the power they have to create change but perhaps even more importantly I have seen systems become stronger when youth are at the table. Programs improve, policies become more responsive. Communities become more inclusive. Everyone benefits when young people are treated as partners rather than recipients. As we continue to address challenges facing our community. I encourage us all to ask us a simple question. Are we listening to our youth? Are we creating opportunities for youth to participate? Are we creating opportunities for youth to lead? The difference matters. When we move beyond tokenism and commit to authentic partnership we are not just investing in future leaders we recognizing the leaders who already exist among us today.

Sierra Alminster, Member of the Public said I just want to take a little bit of time to highlight Lynn and Liz's work coming up here for 18 months is asking the same questions is wild. I learned about their cause by coming up here and hearing their questions and their pleas for the past handful of months and I would just like to say

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that the best way to combat misinformation is to answer your concerned neighbors' questions, 41 questions is a lot of questions and I am sure that the matter on the elementary school could probably be solved through that and I sure like an email is just as fine rather than expecting to do the meetings and stuff. I like that I am following the people before me and I am here to complain about the 4 million that was given to the police out of the GRT. I think it is disingenuous to frame the expenditure as public safety in the way that community understands it. When we allocate so much of an improvement fund to buying police vehicles. We are prioritizing the infrastructure of enforcement over the infrastructure of the community. This decision comes at the same time as the city council reports significant budget cuts. That meeting was really depressing for you guys. You stated it and for me as a community member to hear about the library and different programs being cut. I am a musician and an artist and one of my jobs was at the museum and hearing about a program which was a job for me being cut sucks and so you have so many experts and I am glad that here is conversations as you stated earlier on the youth and their wellbeing but again putting precious funds towards something, the police have so many places that they can get money from and it was just so disappointing to hear how hard it was even to get \$1 million shaved off of that and then to have these experts come up and talk about real solutions and their willingness to work together and Chief Story has his head just burrowed onto his knuckles doing whatever he is doing on his computer it is just really infuriating. It is just decades of sociological research and statistical data have proven that defunding communities is what creates unsafe environments and when you give precious, precious dollars that could be used to benefit the youth's lives and our lives to police cars. It just feels really horrible as a community member that cares about the future of this community.

Juan Garcia, Member of the Public said when a citizen stands up here to complain about crime at a park or drugs near their home, you nod, thank them and move on. Maybe you file their story somewhere or forget by dinner time, but the problems don't go away because you decide not to deal with them. We have a colleague, a proud leader of the "Las Cruces We Hate the Police" organization that wants money moved out of public safety and into Parks and the Library. In theory it sounds great. In reality it is a fantasy until you address one of the biggest drivers of crime in Las Cruces. A few weeks ago, a city director stood right here before you and made it clear that she will not let her staff work without security present, "We can't afford the security we need and I refuse to let my staff work at the Branigan Library unless security is present during open hours. The incidents we are seeing there are just too intense, our patrons and our staff deserve to feel safe". This is one of your directors. The intense incidents she is talking about aren't harmless. They are serious enough that her staff doesn't feel safe doing their jobs. Did anyone in this council really stop to ask what is really going on? No. Did anyone demand specifics or did you just let that slide into the background noise? You did. The people causing trouble at the library are not teenagers tagging walls. They are mostly homeless individuals, some with clear ties to criminal activity. That is not speculation. Listen to your staff. Albuquerque figured this out and passed a camping ordinance. We floated the idea of a camping ordinance here too. Are you willing to act or just pretend the problem doesn't exist even though it is in front of you? The solution isn't complicated. With the ordinance designate a safe area for homeless camping. Set up dumpsters and water tanks. Those who want to sleep outdoors. It is fine. Just not in every park and library or the downtown plaza.

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You will cut down on garbage, crime and constant complaints from citizens that feel that you have abandoned them. And for those who can't follow the rules offer them a one-way ticket to wherever they want. I know I am going to hear it, you are criminalizing homelessness. No, I am not. What I am asking for is for you to do your job and take care of your community. Why aren't you showing the same concern for the people who live and work in this city? You have the power to make real change. Show courage and stop ignoring the obvious.

Patti Hartman, Member of the Public said I am speaking about something that is very personal to me. It may sound general. I to am a lived experience expert in mental health, suicide survivor, had issues with police abuse and deal with trauma from that. I have so much to say but I can't really say it because things that are closest to home are so personal and so important that to have three minutes is really an insult when that is all I get from anyone in power. The main thing that I am concerned about is accountability and transparency. We have a two-class system in Las Cruces. Those in power and those who are powerless. I very much appreciate those who I think spoke for the youth. Unfortunately, I don't think I heard any youth actually speak but they spoke to my values which is inclusion. I too am concerned about youth and the way that they are portrayed because and no offense to Chief Story, I think you are awesome because of all the outreach you do but at the same time when we only hear from the voices of those who are in power that means that you get to frame the narrative and that leaves as some of these people have spoken many perspectives out. I mentioned suicide because that should be something that I am involved in because when you have lived experience you are much more effective when working with others, but I have been pretty much dismissed, excluded because a lot of things that are going on here that I don't agree with. I am really kind of tired of our Mickey Mouse approaches to things. What did we just have from the Open Government Association? Once again, we have council not following Open Meetings Act. There is just so much that I can't go into detail but I have so much pain in me and we need to change. I would love to work with our youth groups.

Connie Chapman, Member of the Public said I am just here to give you a simple reminder to put in place the repeal of the secret Public Safety Committee on your agenda as soon as possible. We are here and it has been two weeks. I am sure these things take some time of organization but in another two weeks it will be another three weeks because we have an extra Monday this month. I would expect to see it on the agenda for a vote to repeal that.

Derrick Pacheco, Member of the Public said I say this with love, but this isn't working. I said it once and I will say it again. Three minutes to engage with you is not working. Eighteen months engaging with you over a single important, one would argue the most important subjects, water is un-excusable. Because of these neighbors I have followed up, and I went to Utilities and had my water line inspected. Exactly what these ladies have told you all is exactly what I experienced, negligence, incomplete inspection, making me feel dumb and worthless that I was even bringing it up. Most of the water lines and water meters have been moved or changed or both. Especially in the old neighborhood. That is just the way these things have worked. That leaves patches of different line material that we have had to fix over generations just littered across the property. When asked how many millions of dollars are in this fund to fix

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the water lines the person on the phone at Utilities said I can't tell you that. You have to come in and I will tell you that in person. That is funny because I tried to engage with city councilors and they say sorry you can't come in and engage with me you are going to have to talk to me on the phone. So, there is no congruence here. It's whacky. Unfortunately, I haven't heard anything back about my request for moratorium on data centers. Absolute silence. I don't want to see a data center go up on the mesa, the Industrial Complex, because that is who you are courting right now. We see what mess the county has left us in because of this. We just don't have the resources, and this is not what we want as a community and we don't want Flock AI cameras all over the city following us to church, to work, to city government. We are done with this. This is an AI surveillance tech behemoth that has been put on us. Small towns first, big towns later but these corporate giants are lying. It is all over the news. From these tech oligarchs being accused of raping their own sister, to META being challenged in court and sued by the state for ruining our kids. This is your city.

Kent Thurston, Member of the Public said I just wanted to update you on Park Impact Fees just kind of the change that happened since acceptance of the Realize Las Cruces. So, I want to just point out something that just happened so in Summer Estates we just got that approved, it was 28 lots and there is two things here. The Park Impact Fee in lieu is \$100,000 just for that one there for 28 lots. Because of the new Park Impact Fee per house that is \$5,671 because the houses in that one will be a little bit larger. When we total it all up we were trying to figure out okay how much are we going to be paying to the Park Impact Fees per house in that subdivision and we are now going to spending \$9,256.75 per house in this one. We used to only pay \$2,600 per house but now as the developer you have to put the park in and also you have to pay the Park Impact Fee as the builder, in this case we will be both in many of the times. So is a 256.8% increase in Park Impact Fees. I just wanted to bring that up as a source of we are trying to do some affordable housing and in this case it is not affordable housing but the Park Impact Fees still also affect the affordable housing side. The other thing I just wanted to bring up was because of fees and because of differences in building between the county and between the city there is at a minimum right now a \$15,000 difference. So, I can build the same house as long as I go in the county I can build the same house now for \$15,000 cheaper on the low side because of the taxes situation, because fees and because of things like that. So are now as builders starting to look outside of the city. That is not something that has been a plan in the Realize Las Cruces because we are trying to prevent the urban sprawl that we call because we don't like that because it increases all of the infrastructure, the cost and maintenance of stuff but the codes that have been put in place and the differences for people to buy a home is now better for us to build in the county so we are pursuing trying to build in the county more than the city mostly because of fees and because of other things like that and I just thought I would bring that up just as a reality of what is happening.

Jack Eakman, Member of the Public said I live in District 4. I propose a commonsense update to how to handle citizen participation in these chambers. Right now, every citizen gets exactly 3 minutes to speak regardless of whether the meeting lasts one hour or five hours. A rigid 3-minute stopwatch makes sense when the room is packed but it actively harms local governments when we have a light agenda and complex problems to solve. I am asking this council to amend its operating rules to allow the

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City Clerk's Office the discretion to extend public comment limit past three minutes under a clear merit-based framework. Specifically this extension should be granted when a meeting's agenda is projected to run under three hours and when a resident is presenting on highly complex issues. This includes individuals bringing forth professional expertise in financial or technical matters or those presenting concrete policy recommendations to raise city revenue or lower our local taxes. If a resident has spent hours analyzing the city budget or has a professional background that can help this council save taxpayer dollars forcing them to rush through an arbitrary 3-minute clock deprives the city of valuable expertise. By letting the City Clerk manage an expert or topic-based time extension when the agenda is light we can transform public comment from a rushed formality into a powerful data driven resource for our city. I look forward to discussing how we can bring this rule change forward. And since I have a few extra minutes congratulations on being the 13th best run city in the United States for 2026, Provo, Utah came in number one, San Francisco is absolutely last. Go No. 13.

Fred Huff, Member of the Public said at the last city council meeting a gentleman talked about the homeless hanging out in the city park next to his house. In his talk he mentioned the fires these people had set in the park. I also see constant post on social media about other citizens fearing for their safety in city parks because of the homeless hanging out there all day and leaving their drug paraphernalia laying on the ground. As you well know I live next to the Burn Lake City Park and have been addressing these same issues for several years since the lake dried up in 2008 and the city abandoned the lakebed area. City crews finally rediscovered the abandoned unmaintained lakebed area last month and did a phenomenal job of cleaning it up and it should no longer be a magnet for these illegal encampments but now these vagrants are hanging out 24/7 in the three big shelters on the south end of the soccer fields there on Burn Lake City Park. I talked to the Park Rangers about this and they said there was nothing they could do if they do not set up a tent. I asked about recreation rules concerning park usage and they said they were unenforced. Here is just a few lines from the City of Las Cruces Muni Code. It is in Chapter 20, Parks and Recreation Article II, Rules for Use of Parks, Section 20-29, permits for reservation of facilities A, required anybody desiring to reserve a park portion thereof or a park facility for exclusive use must obtain a permit from the Parks and Recreation Department. Application, a person wishing a permit shall submit a completed permit application from the Parks & Recreation Department. And it is kind of interesting because in the Muni Codes it doesn't really go into the details on those but if you go down the rabbit hole and if you go to the Parks & Recreation, you can now find the permit fees and a permitted exclusive use of the park area or a section is \$50 per area, per section for 4 hours. So, a 24-hour day of 50, that is 6 times \$50 is about \$300 a day that these people should be paying for the use of these parks 24/7. But if they want exclusive use of an entire park or area, they can do a flat fee if they work that out so that is out under the Parks & Rec.

Tim Jenkinds, Member of the Public said it seems we find ourselves caught in a perpetuating cycle with no resolve or end in sight despite millions and millions of dollars being spent to combat the issue of our unhoused population. Right now, where we stand is nationwide New Mexico is #1 in the nation for the most sought thought out of any state by the homeless because of the New Mexico's free incentives and

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handouts to the homeless. The policies in place are driving this problem through the roof in our state right now. The system is broken and it needs to be overhauled. The steps we are taking are not resolving anything but rather making it worse and worse and it only makes it more apparent and more frustrating that certain members on the dais suggest that we are the problem and suggest that we are living in a utopia bubble where we get everything we want. From my side of the aisle, it is very clear to see that our officers and their resources are being stretched to their limits in every effort to combat this issue. I have witnessed time and time again in these last few months that we clean up entire encampments only to see them return a few weeks later. Not only return but return bigger and larger than before. I want to make something crystal clear here. This is not about a lack of compassion. Many of us care deeply about the people who are on the street struggling but compassion also means being honest about what is happening and addressing the root cause of this problem that is plaguing our community day in and day out. Every day we witness stolen property, stolen bicycles, and items in these encampments that came from all over our city. It feels like we take one step forward and five steps backwards. The biggest issue that seems to be ignored time and time again is the mental health crisis in our very own community. This issue can never be resolved by housing alone or by simply moving these people from one location to another and it will never be resolved by repeatedly cleaning out the same areas over and over again. The homeless issue in our community is being incentivized by the policies in place right now. I ask that you please turn your focus to address the actual root cause of this issue and work on getting a public camping ordinance in place as Albuquerque did to give our officers the tools, they need to combat this crisis. It is not fair to these individuals to continue to be held in shackles out on the street when the state rakes in millions and millions of dollars to combat this crisis with no end ever in sight.

Jim Hoerst, Member of the Public said since everybody else is griping I will give you my gripe for the day. When the skate park was closed, I was young and handsome, look at me now. If that is not a crisis, I don't know what is. No, our city councilors are not responsible for the homelessness in this community. Homelessness is a national problem. We have a national housing shortage. We have a national shortage of mental health workers. We have a drug problem. So, we have drug problems, housing problems, and just people problems, 330 million of us, some of us just don't fit in. That is the reality of the situation, and our society is getting harder and harder to fit in with. So, populations mean that some people are going to be left out, those left out end up on the street. They are society's problem not Las Cruces' problem. we should be getting help from the feds. We should be getting help from the state. Homeless people migrate here because of our climate. They will always migrate here because of our climate.

4. ACCEPTANCE OF AGENDA

City Councilor Johana Bencomo moved, seconded by City Councilor Michael Harris, to accept the agenda as presented.

RESULT:	Carried
MOVER:	City Councilor Johana Bencomo
SECONDER:	City Councilor Michael Harris
AYES:	Mayor Eric Enriquez, City Councilor Cassie McClure, City Councilor William

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	Mattiace, City Councilor Michael Harris, City Councilor Johana Bencomo, and City Councilor Becky Corran
ABSENT:	Mayor Pro Tem John Munoz

5. CITY COUNCIL MINUTES

5.1 WORK SESSION OF MAY 11, 2026.

5.2 REGULAR CITY COUNCIL MEETING OF MAY 18, 2026.

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

6.1 RESOLUTION NO. 26-150: A RESOLUTION IN SUPPORT OF THE BUREAU OF LAND MANAGEMENT AND NEW MEXICO STATE LAND OFFICE LAND EXCHANGE.

6.2 RESOLUTION NO. 26-151: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2026 BUDGET.

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

7.1 RESOLUTION NO. 26-153: A RESOLUTION APPROVING A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND JOBE MATERIALS, L.P. FOR THE PURCHASE OF 19.914 ACRES OF LAND LOCATED EAST OF THE EAST MESA SPORTS COMPLEX FOR THE PURCHASE PRICE OF TWO HUNDRED EIGHTY-SEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS (\$287,250).

Dianne Bustillos, Real Estate Specialist gave the overhead presentation.

Councilor Mattiace asked can anybody explain why the difference and you knew you were going to get this question on the appraisals the \$140,000? Was there a timeframe involved?

Dianne Bustillos said there was a timeframe, but it wasn't by maybe 5/6 months. An appraisal is an opinion based on the appraiser so sometimes they can vary \$100,000/\$500,000. I have seen them vary \$200,000, it is just based on the appraiser's opinion. So, the parties met in the middle to have a negotiated price.

City Councilor Becky Corran moved, seconded by City Councilor Michael Harris, to Approve Resolution No. 26-153.

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

7.2 COUNCIL BILL NO. 26-018; ORDINANCE NO. 3110: AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF LAS

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CRUCES, NEW MEXICO GROSS RECEIPTS TAX IMPROVEMENT REVENUE BONDS, SERIES 2026 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$22,150,000 FOR THE PURPOSE OF (1) PLANNING, DESIGNING, CONSTRUCTING, PURCHASING, FURNISHING, EQUIPPING, REHABILITATING, MAKING ADDITIONS TO OR MAKING IMPROVEMENTS TO PUBLIC BUILDINGS AND FACILITIES, INCLUDING THE ACQUISITION OF LAND THEREFORE; (2) CONSTRUCTING, RECONSTRUCTING, RESURFACING, REPAIRING OR OTHERWISE IMPROVING STREETS OR ROADWAYS AND CONSTRUCTING DRAINAGE IMPROVEMENTS; (3) ACQUIRING AND EQUIPPING PUBLIC SAFETY VEHICLES; (4) FUNDING THE RESERVE FUND FOR THE SERIES 2026 BONDS; AND (5) PAYING THE EXPENSES RELATED TO THE ISSUANCE OF THE SERIES 2026 BONDS; PROVIDING THAT THE SERIES 2026 BONDS WILL BE PAYABLE AND COLLECTIBLE FROM THE REVENUES DERIVED FROM (1) A FIRST LIEN, BUT NOT AN EXCLUSIVE FIRST LIEN, ON THE 0.3250% MUNICIPAL GROSS RECEIPTS TAX IMPOSED PURSUANT TO ORDINANCE NO. 3072 AND (2) A SUBORDINATE LIEN, BUT NOT AN EXCLUSIVE SUBORDINATE LIEN, ON THE 0.50% MUNICIPAL GROSS RECEIPTS TAX REVENUES IMPOSED PURSUANT TO ORDINANCE NOS. 385 AND 427; DELEGATING AUTHORITY TO THE CITY MANAGER AND CITY FINANCIAL SERVICES DIRECTOR TO EXECUTE AND DELIVER A PRICING CERTIFICATE AND BOND PURCHASE AGREEMENT FOR THE SALE OF THE SERIES 2026 BONDS TO THE PURCHASER.

Adolfo Cardenas, Treasurer gave the overhead presentation.

Councilor Mattiace said I received a read out of facts from Ikani, City Manager and one of the lines say, net effective interest rate not to exceed 12%. What is the interest rate?

Adolfo Cardenas said it can vary based on the last one. It cannot exceed 12%. If I am not mistaken based on the last one it was between 3% and 5%. Again, for this one I do not know but I have our financial advisor.

Erik Harrigan, RBC Capital Markets said based upon current interest rates as of today the rate would be 3.2%. That is subject to fluctuation given the amount of the borrowing this requires a simultaneous financing with the New Mexico Finance Authority. The New Mexico Finance Authority goes into the market, they sell their bonds and those rates get directly passed onto the City of Las Cruces. That sale is expected to occur on August 27 and at that point in time we will have locked in the interest rate and those interest rates will be locked in for the life of the borrowing.

Councilor Mattiace asked okay so basically in August when they go to market that will determine the rate? Do you have any idea?

Erik Harrigan said very challenging to tell obviously with the news over the weekend about a potential truce peace deal between the United States and Iran that can have a significant impact on where inflation goes and what happens with rates. The new

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federal reserve chair is meeting this week and will obviously have sort of the first announcement of what the federal reserve does with interest rates. The anticipation is that the rates will be held steady, but what investors will be looking for is what is the commentary associated with after the meeting. Whether they anticipate rates to be cut later this year, increased later this year or remain the same. There is a lot of variables that will go into it. I think probably last week we were probably looking at generally looking at higher rates over the longer term that might have maybe stabilized a little bit but very challenging.

Councilor Mattiace asked when you say longer term, I noticed that this particular loan goes till 2041?

Erik Harrigan said I believe that is correct.

Councilor Mattiace asked so that interest rate when it is decided in August will that be changed on an annual basis? Can that come down or will that be for the entire term of the loan?

Erik Harrigan said that will be for the entire term of the loan. Now each maturity within the loan will have its own interest rate. That 3.2% is the average of all of the maturities for that borrowing. Similar to on a yield curve you are going to have slightly lower rates on a short end, you are going to have higher rates on the long end. Just the same with your bonds you know the bonds that are going to mature in 2027 are going to have going to have a lower interest rate than the bonds that are going to mature in 2041 but on average over the life of the borrowing based upon today's interest rates it would be 3.2%.

Councilor Bencomo asked can you go over to the previous page? I didn't see any of the specific numbers in the actual language of the resolution. Is that not necessary? I just also want to make sure that they are locked in.

Adolfo Cardenas asked are you referring to this split of 40% and 60%?

Councilor Bencomo said these specific numbers and their correlation of their projects. I didn't see them in the resolution.

Christine Rivera, City Clerk said those numbers were actually in the application which you guys already approved.

City Councilor Becky Corran moved, seconded by City Councilor Michael Harris, to amend Ordinance No. 3110 to change Section 17E and 20A3 to 200%.

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

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City Councilor Becky Corran moved, seconded by City Councilor Michael Harris, to Approve Ordinance No. 3110 as amended.

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

- 7.3 COUNCIL BILL NO. 26-023; ORDINANCE NO. 3115: AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND SUBORDINATE LIEN LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“NMFA”) AND THE CITY OF LAS CRUCES (THE “BORROWER/GRANTEE”), IN THE TOTAL AMOUNT OF \$1,969,331, INCLUDING A GRANT IN THE AMOUNT OF \$1,772,398, AND A LOAN IN THE AMOUNT OF \$196,933 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGNING, CONSTRUCTING AND REPAIRING LAS ALTURAS DEL SOL WATER STORAGE TANK AND BOOSTER STATION, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE SUPER SUBORDINATE LIEN PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET SYSTEM REVENUES OF THE JOINT WATER, WASTEWATER, AND GAS UTILITY SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.**

Adolfo Cardenas, Treasurer gave the overhead presentation.

Councilor Corran said I think is super interesting to me because I think where we get money given our prior conversation or immediate recent conversation. This is like the cheapest money we can possibly get to do work. I am wondering if you can talk a little bit about how we are eligible for this or where this money is coming from because it is an extraordinary resource and I would love to hear more .25% is as cheap as money can possibly get without being free. Thank you for pointing that out and if you wanted to share just a little bit that would be awesome.

Adolfo Cardenas said it is my understanding that the Water Trust Board is a board that helps decide which projects need funding. So, it is a board and they work together with NMFA to decide and yes it is basically this is principal payment only. It is 25%, just .25%.

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Domonique Rodriguez, Assistant Director Utilities said when we are doing larger projects we like to go out for Water Trust Board. It is annual submission of applications. They do water conveyance, water storage that has moved recently to include waste water type projects that are also conveyance and the majority of it is grant more than the loan. We have gone out for other funding because it comes from the state like the drinking water state revolving fund. It is similar to this where it also has a 25% interest rate. So, we are going out yearly for these to see what we are able to secure and then come back with.

Councilor Corran asked is that a competitive granting process or is it like municipalities in New Mexico?

Domonique Rodriguez said it is from what I understand semi competitive. It is other municipalities through the state I believe that it does sometimes have colonias, everything kind of water systems that provide water throughout the state that then goes through a Water Trust Board, they then decide which ones, which projects move forward which ones don't. Our application process includes, we do project scoping reports where we show everything that is needed for it in hopes that helps them make the decision to move our projects forward.

Councilor Corran asked tell us about how water towers as such, like this one address our system reliability and why that is fundamentally important? I just thought my water out of my tap was coming from this sometimes and sometimes not, it wasn't until you all educated us really intensely that I learned about our systems pressurization and all of the things to how we use these tanks and they systems around them to make our system work.

Domonique Rodriguez said the water system is one a loop system and so we are connected in different ways we have different zones, there are different wells located in different areas of our system. Some wells pump water directly from ground water into tanks and then that in the tank holds the water and distributes to the different zones and that is important because we have different pressures because our system can start very low in the valley and then move up to the East Mesa. So, because a well is geographically located right next to a tank doesn't always mean that is where that water is going. It depends on how our system is, how it is piped and where the water from that tank gets distributed to our customers. So, it is fun. It is a great system. I enjoy learning and going through all of it and so yes, all of it to provide water to every customer, every meter everywhere in our system that we want to make sure it is reliable and capacity is always met.

City Councilor Becky Corran moved, seconded by City Councilor Michael Harris, to Approve Ordinance No. 3115.

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

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ABSENT: Mayor Pro Tem John Munoz

8. BOARD APPOINTMENTS

8.1

None.

9. NOTICE OF PROPOSED ORDINANCE(S)

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

9.1 **COUNCIL BILL NO. 26-024; ORDINANCE NO. 3116: AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A \$3,065,000 LOAN AGREEMENT FOR FLOOD CONTROL INFRASTRUCTURE IMPROVEMENT PROJECTS AND PAYING THE COSTS OF EXECUTION OF THE LOAN AGREEMENT WITH SUCH LOAN AGREEMENT TO BE SECURED BY A LIEN ON THE FIFTH QUARTER PERCENT INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX AND THE HOLD HARMLESS DISTRIBUTIONS ASSOCIATED WITH THE FIFTH QUARTER PERCENT INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX.**

Council agreed to bring it forward.

10. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

10.1 COUNCILOR MCCLURE

I am not sure if I have one or two things. The first one is super handy given the light of public comment today makes my job just a little bit easier which I kind of like. Let me give you a little bit of background. So, the Juvenile Justice Continuum has been kind of seeing you know what, what can we do? What practical things can the board do? What can we do with the outreach of the different organizations that attend and so we have been having some sort of discovery meetings I would say figuring out if whether or not the city should do RFP for the gun violence initiative, if we should work with NMSU because agency to agency thing might it would be a little bit easier. We have reached out to the school of social workers. We had a really exciting offer for peer support of programing that they are doing, and it would be my request right now from the dais here is to see whether or not much like what was said over and over by the gal who spoke the first time. Kudos to her and she did a really good job and when somebody says oh man, I am nervous, I get you that is absolutely how I feel most of the time doing this. When people are brave enough to come and share that information I just want to give them their respect of yes we are working on it and I would love to see and this is my request officially for all of my colleagues up here is that we have one evening Work Session possibly in September and I will clarify that in a second at City Hall, sorry Mayor Pro Tem while I like the idea of having traveling City Hall I think it does make it way harder for staff. I would like to see this advertised pretty heavily. I would like to see youth families here and tell us what they need, what they want to see, what they can support, what initiatives might be valuable for us to do here and so I guess that is the four things, evening meeting at City Hall, advertise heavily, in September partially because I was kind of excited to see the Las Cruces Police Department is asking for the youth intervention, Prevention Intervention

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Coordinator and that person will probably have a huge role to play in this as well but we want to invite all of these people who came to speak today, families, I would love to see this packed with people who are really interested. We could throw some pizzas in, I know our budget is tight. I will pitch in a couple of bucks for that myself, but I think if we can get that going, I know that one of the things when I was a younger mom, I would drag my kids to meetings like this and that is how we build communities. We build spaces like that in the ways that we can. So, I would very much like to ask my fellow councilors to see if they would agree to a meeting like that probably in September. I think other councilors may have a couple of thoughts on that.

Mayor Enriquez said I will just add that I have already talked to the Clerk about having an evening meeting. We will try it. Definitely want it to wait till after July for the fiscal period but we can wait till September I think that would be good, Christine. We can shoot for an evening one and advertise it appropriately.

10.2 COUNCILOR MATTIACE

Thank you for that support, Mayor. I would like to see some evening programs in September if that is your earliest that is fine. Kudos for a compliment to Parks & Rec, I don't think Steven is here, I think he left but anyway thank you for these laminated sheets, I think City Manager there were on my desk that gives the parks and recreational locations of District 2 and I guess there is one for each district. It is really helpful. I actually used it. Someone called me and wanted to know if we had a rec center and they just moved into Las Cruces, so I just went down there and read to them about the Frank O'Pape Community Center. I had the street and everything else and they thought I was, wow this guy is really on top of things.

The other thing I would like to share with the people, I got an article and maybe the public doesn't know this, but I found out that the oil and gas industry provides 13.1 billion in state and local revenue and over 1.9 billion of this funding goes directly to capital outlay projects. You know we are going through all of these capital outlay projects so it is nice to know that the gas and natural gas and oil industry provide so much money. These local projects by the way if anybody is watching this council meeting, I hear that we have about 5 or 6 people on the website, but it includes roads, playgrounds, public records, libraries, fire stations, health clinics, and more. So that was a nice piece of information.

I just want to mention to Catrina if you could do marketing, I don't know if you attract young people. Is there an age limit on the Leadership Program, Leadership Las Cruces? Or is it any age? Can it be high school or young people? You have got the biggest class ever.

Catrina Godinez, Community Outreach Manager said normally for the Neighborhood Leadership Academy it is adults, but we are not against taking 14- to 18-year-olds with the parents' permission. I think that would be okay. We do have another program developing youth leaders where we have it during fall break and we want to bring in high school students. It is modeled against the Neighborhood Leadership Academy, but it is basically a weeklong class where the students come in Monday through Friday and we are going to do that this fall in October.

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10.3 COUNCILOR HARRIS

I have a couple of things, one I want to remind everyone watching and listening that we are going to have over the rest of the summer lots of listening sessions for the strategic plan. We talked about it the last Work Session, so I wanted to put out that reminder to keep an eye out for those dates and to please participate and make your voice heard. Another thing speaking of strategic plan I think we were talking a lot about economic development and that was part of the report that we were presented last week and so I just want to remind everyone and maybe make an ask that as we are looking at economic development opportunities that we are trying to court industries that are productive and complimentary to our community and not strictly extractive and here to just take all the resources they can from us and then send it elsewhere.

I am also in favor of an afterhours Work Session. I think that is well in the works and September seems fine although Catrina is going to try and plan a District 3 community meeting in September too. So, September might be getting full, that will be interesting to see.

10.4 COUNCILOR BENCOMO

I certainly agree on the September meeting. I think that is a great idea and I just think generally in regard to that youth conversation, obviously we have been talking a lot about this since the Budget Retreat. I am really looking forward to hearing back from staff on how we plan out the \$100,000 that was allocated for gun violence intervention program, and I think with a lot of these things I think it is important that we meet people where they are. I think it is important that we invite them here, especially not at 1 o'clock, especially in the evenings, to hear from folks and I think that meaningful engagement means meeting people where they are. Back when I was doing community organizing there is this principle that says the further you are from the issue the easier it is to philosophize about it and I think for what it is worth I think a lot of us on this dais are removed from the realities of young people involved in the justice system and we should be absolutely engaging with the folks who are on the ground directly working with justice involved youth. I always hesitate to say at risk youth because I believe all youth are at risk of any particular thing but for those who are already involved in the justice system I think it is important that we engage with folks like the experts that came here today to really allow us to one collaborate, work together and to be able to form programs that will actually work at improving the lives of young people in our community. I just want to say that and then yes Mayor I apologize for interrupting public comment. I absolutely know that that public comment is for the public for 3 minutes to come here and say whatever they would like, whatever they like is true and I do think that sometimes there is information that gets shared here that crosses the line. I think that spreading lies about the health pipes of an elementary school is dangerous and irresponsible and it should get called out as that. Whether it happens immediately or not I think that is up for debate. I just think it is particularly irresponsible and dangerous to allow that kind of information to leave with people here and if they are not tuning in for it to be corrected later on in the meeting and just for this particular conversation about Fairacres I had a direct conversation with Steve Rodriguez, the Chief Operations person at Las Cruces Public Schools and he sent me an email, this was a while ago in April that said the most recent field investigation conducted on December 18, 2025 including an inspection at

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the meter pit and documented the materials present on both the public water system and customer service lines. The findings confirm that no galvanized materials were identified on either the city service line or the customer service line. Okay you don't want to trust our very competent Utilities' team, this coming directly from the school and I just want to make sure again I don't know how we navigate that kind of saying but it is just very dangerous information for people to leave here believing maybe true. I just wanted to correct the record on that specific issue.

10.5 COUNCILOR CORRAN

First, I wanted to thank Daniela from Communications and Kyle from Public Works for helping me out in addressing a question that a lot of residents have related to speed bumps, traffic calming, neighborhood traffic speeds. So thank you to both of you for helping us navigate that media inquiry and really an inquiry about how are we funding things but I think these conversations are really ongoing so it is really an interesting question to keep asking ourselves like what are we doing, how are we responding to constituents and how are we addressing needs of things like roads, neighborhood traffic calming, etcetera. So, thanks to both Kyle and Daniela for that. I also want to thank Catrina and Stephanie from the ASCMV for helping me do something that I have wanted to do for a long time which is plan a microchipping event in lieu of. In the past we have done a check your microchip event but this time in lieu of a community meeting or trying to figure out a way to make an impact on the community we are going to have an event where we can give people microchips and check your microchips on your pet before 4th of July since everyone shoots off illegal fireworks and their dogs even with their big fireworks show their dogs become loose and we see an enormous uptake of loose and unrestrained dogs around 4th of July so to try to address that issue at the root cause level since only about 15% of the animals that ACOs actually have any identification we will be having a microchip event June 27th here at City Hall from 9 to 12. It will be really fun I promise that there will be chips, both microchips and I plan to bring a lot of chips, my favorite snack so it seems convenient to have both happening. I hope folks will consider checking in on their animals' status to make sure they find their way home to them when they run away because of fireworks and then the other thing animal related that is not city sponsored but I do want to tell of my colleagues about it last year at one of the coolest events that I have ever attended in the city of Las Cruces and I go a lot of events and visit a lot of people, was a fashion show, the fashion was for the people just to clarify, I was confused when I first went. The fashion was by local designers with local models, and they all have animals from the ASCMV and it is a fundraiser for the ASCMV. That is happening August 1st, it is called Fashion for Hearts, and it is organized by an extraordinary woman named Naomi Morningstar Cruz, who is a model herself and who does jewelry design. So, I hope that folks will consider coming. It is a really cool event, and I am happy to share more information if you would like but on August 1st, I hope to see you there.

10.6 MAYOR ENRIQUEZ

I just want to mention again with the public participation, ya we all know that it is their right to come and speak and I recall when the issue first came up we did a presentation where Steve came in and explained the situation and the testing and the regulations and everything that goes through. Some people just want to ignore the credibility and the work that our Utilities Department do to keep us safe and so we can bring it back if we have to. I don't know the answer when these individuals that want

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to come over and over and repeat the same thing, but I know that we as a city we have done our part to bring in the subject matter experts to come in and explain what is going on.

We recognize our baseball team here locally, the Mesilla Valley that won the State Championship and we also recognized the youth group with Jamar Cotton and all of the things they are doing. I just wanted to give a kudos for this past weekend we had the 49th Annual Bob Ogaz Baseball All Star Game that took place this weekend. So, thank you for the Optimist Club. We brought in the all stars that are seniors in baseball throughout New Mexico that came and played three games, a baseball series and the Optimist Club is the one who puts this event together and also Las Cruces Public Schools for their partnership and allowing the Field of Dreams baseball field to be used. So, there are some youth things that are going on and you know we have been doing it for years. We just need to find where those gaps are and continue to work because we can do better but there are some things that are taking place.

Also a shout out to our Parks & Rec Department, the East Mesa Public Recreation ribbon cutting was Friday, new playground equipment, a skate park, artwork, and basketball courts were all presented on Friday as the ribbon cutting and it was great to see and something that we are moving forward that we thank the voters during the GO Bond session that allowed that sports complex to take place. So some good things happening and taking place for our youth in the community and also the pickleball courts, the baseball fields, the soccer fields, just for adults of all ages to partake and exercise and enjoy our outdoors but now we have a challenge and I look at City Manager, staff and even colleagues here on council is East Mesa Public Recreation Center is really the project name. That has been the project name so maybe we need to start looking at how we name that complex and that is always a challenge but it is something that we look for the creativity and we look for input and ideas and thoughts and I think that is our little challenge that we have such a great place to go and enjoy in and what are we going to call it. Names are always tough but there is a lot of things in our desert and in our community, from animals to plants to the views too and there is so much that we can choose from, but it is still a challenge. Let's start thinking about it.

11. CITY MANAGER REPORT

11.1 IKANI TAUMOEPEAU

None.

12. ADJOURNMENT

12.1

City Councilor Michael Harris moved, seconded by City Councilor Becky Corran, to adjourn at 3:26 p.m.

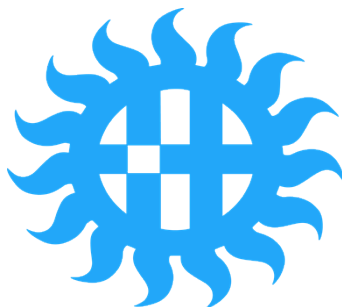
RESULT:	Carried
MOVER:	City Councilor Michael Harris
SECONDER:	City Councilor Becky Corran
AYES:	Mayor Eric Enriquez, City Councilor Cassie McClure, City Councilor William Mattiace, City Councilor Michael Harris, City Councilor Johana Bencomo, and

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ABSENT:	City Councilor Becky Corran Mayor Pro Tem John Munoz
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Mayor

City Clerk



MINUTES

Work Session

Monday, June 22, 2026 @ 1:00 PM

City Council Chambers, City Hall

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

ABSENT:

1. AGENDA ITEM

1.1 MOUNTAIN VIEW MEDICAL PRESENTATION.

Patrick Shannon, CEO gave the overhead presentation.

Mayor Eric Enriquez said thank you Patrick, thank you for coming today and sharing the information and we also appreciate the partnership in the community and once again congratulations on earning the grade A, that's huge for you, your staff, everyone that works towards that and for our community as well.

Councilor Harris said I have a couple of questions. The first is, since you mentioned expanding the footprint and working with the City to do that are you open to, well hopefully, as we are looking to like redevelop the East Lohman plan area, so hopefully are you open with coordinating with the City, and working with us to do new traffic patterns and access like those medians need to be landscaped and stuff, and are there some partnerships there?

Patrick Shannon said I would say absolutely, I know that our architects and engineers that we've been working with on the development, I have been pushing them saying we need to get with the City and the County from an infrastructure standpoint. We are waiting for corporate level approval at the company level and then that would give us the green light at that point, but to answer your question yes absolutely we would like to partner with you on that.

Councilor Harris said that would be great, and then the next 2 questions are kind of

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related so I will ask them both. So, one is on slide 6 it looks like the ER visits increased at a quite a bit greater rate than all of the other visits and so I am curious if you had any thoughts about why that is and I think you also mentioned that you have been partnering with organizations to look at the social impacts, the non-medical impacts to health and in the other part of that question is would you be willing to provide your financial assistance policy and the eligibility requirements specifically that governs how you provide the indigent care?

Patrick Shannon said I think on the first question the ED growth or emergency room growth, I think that it is just something that many hospitals are seeing across the country. A lot of times you know patients will go to the emergency room versus their primary care physician so you'll have, that's probably going to out pace the surgical volumes and admissions and some of the admissions we continue to see growth in admissions but a lot of hospitals are seeing a decline in a shift to the outpatient setting as insurance companies and other entities are more involved in trying to keep cost of healthcare down but I think that growth in the emergency room also is part of when Mountain View added the second emergency room at the freestanding and there are some thoughts about whether or not we should add another one or an urgent care so we have 3 but often times the urgent care center you only can do so much so if we did another freestanding emergency room it could be something that can benefit the community just trying to determine where that might be. In terms of our charity care work and things of that nature in our discounts, yeah absolutely. We have a new Chief Financial Officer Doug Saegesser, he joined us from Lake Havasu, Arizona and glad to have him. I think he has been with us for 2 or 3 weeks but I'll get with him when I get back to the office I think that's something we can do.

Councilor Harris said that would be very much appreciated and just for our knowledge benefit what's the difference between standalone emergency room and the one in the hospital? Do they provide exactly the same services?

Patrick Shannon said they are both same services just at a different location and like when a patient has to be admitted a lot of times we will have them transported through our main ER just to be looked at one more time before they go to the floor. Sometimes they can go straight to the floor, then often times we'll have them just looked at just to make sure everything is ok but by and large, now an urgent care is different. It is kind of like in between that freestanding emergency room and a primary care physician's office. A little bit more urgent in nature than a primary care physician's office but not emergent but the freestanding allows us to provide a higher level of emergent care to the patient off campus you know in a location where they might not be able to get to the main hospital fast enough.

Councilor Corran said I know you sort of allude very lightly alluded to this with the conversation about being a trauma center, but I know that lots of folks come here from other areas outside of the sort of central part of Las Cruces. I am curious if you all are working on kind of a plan for what, if we continue on the trajectory I think between 7 and 9 hospitals in rural New Mexico are going to close in the next few years, it's anticipated, I am wondering if you all are readying yourself for that or if that's part of the conversations about trauma and I suspect there are a few other areas that you are

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kind of the place that the people come to and what impact that might have on your capacity to serve as that transition happens which I think is as far as I know is still happening just looming, there in the next 2 years or something but I don't know if you can talk a little bit of that or if you're just hoping that doesn't happen which I think is what everyone feels.

Patrick Shannon said no, I think that's a great point. I think that we can see it in our own numbers the number of transfers increasing year over year. That number continues to climb so I think that's part of the reason why we see the need to expand our footprint at the main campus and can do so without adding a fifth level across the entire hospital. We can do some different things to increase the bed capacity mainly critical care, I mean med surg is going to be in be an addition as well but critical care is very important. We have a step down unit where when patients come in to the ICU and the ICU in let's say, gets stabilized we can step them down to our IMC unit that is 18 beds but often that is full as well, so we have to address that and to your point if these areas across Southern New Mexico continue to need a place to transfer to we are going to have to get ready for that and that's why we are planning this expansion to do so in addition to adding the service lines because Mountain View has to continue to grow from you know, potentially could we become more of a tertiary type facility, maybe, down the road, but we've got to start heading in that direction now and certainly sooner rather than later.

Councilor Mattiace said it brings back memories when I did the groundbreaking as Mayor for that hospital I think with John, Mr. Hummer. When you know you mentioned the specialties and I noticed, I have a daughter in the medical field and she says more specialties are coming in, is that because of the malpractice reform do you find that is easier to be recruiting and even maybe attracting more people that could handle the trauma and burn type facilities when we have tragic happenings?

Patrick Shannon said I think that that definitely helps. You know recent House Bill 99 that passed, I mean that certainly is going to help with those conversations. Mountain View has also, and I don't know about MMC but we are starting to employ more and I think we've had to do that and so there has been before quite a few independent physicians, those independent physicians are you know, had tough it on their own but when they are part of the Mountain View organization and we employ them we can help when it comes to med mal, medical malpractice and I think that is helped to kind of maybe not alleviate but ease their concerns but also just really promoting Las Cruces and the area. It's a great place to live. People love it here once they come here and I drive to work and it takes me 10 minutes to get to work you know, when I lived in Houston it was an hour each way so I think it's important to sell all the great things about Las Cruces to these physicians and then as we continue to add so yes, if I have cardiovascular and I am speaking to a pure vascular surgeon it is going to help that I have cardiovascular surgeons there at Mountain View to get that vascular surgeon to pay attention to us and vice versa and so if I tell or I have more interventional cardiology or I have orthopedic trauma surgeons you know then I have more orthopedic surgeons that will want to come on board so as you start to build it, it makes it a little bit easier but I think that conversation around employing does help.

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Councilor Bencomo said thank you so much for coming here today as a healthcare partner that is very important for us to be in this kind of relationship with you so appreciate it and welcome to Las Cruces. I am curious about actually going off Councilor Corran's question you know we've been, I've been seen some news across state about some hospitals in up Northern New Mexico making some serious cuts to you know like Medicare Advantage Programs and things like that. I am curious about the impact of the Big Beautiful Bill on Mountain View particularly if you are starting to see those impacts on you know major slashing from federal funding and how do you think you'll cushion that or what kind of conversations we should be in, in order to prepare for perhaps even more uninsured folks in Las Cruces or the county?

Patrick Shannon said putting things into perspective you know I am coming from Texas and so I find that the HDAA program with New Mexico is better than the program than Texas has, we call it the alphabet soup in Texas but it was a lot of programs very convoluted, difficult to manage. I feel that the State here New Mexico supporting the hospitals in a good way. Now the rural transformation funding the hospitals in Las Cruces may or may not qualify because of the size of the county but there are portions of Dona Ana County that may qualify so it is still kind of up in the air but other hospitals in New Mexico will definitely benefit in that endeavor and we have 2 sister facilities, 1 in Carlsbad and 1 in Roswell that are going to benefit from those programs but the HDAA supplemental funding from the state is a good one. I would characterize it as a good program and we have to manage it, make sure that we are hitting all the quality metrics and the key performance indicators that are in place and that it put the onus on hospitals to make sure that they are doing a good job providing good care, safe care and so we are up for that challenge and I think from that standpoint it's good for the community you know for hospitals to be able take care of patients but I know the landscape is always changing and that's something that we continue to stay close to, to make sure that we can adjust as necessary and that's one thing Mountain View has been, it does well you know, it's an organization that is able to put things into place to make sure that it succeeds because we have to have a hospital that can succeed and do the things that are necessary in this county I would say MMC is probably in a similar boat not the same boat, so I think Las Cruces has strong healthcare as it relates to the hospitals and the physicians we just need to bring in more specialties into the community.

Councilor Bencomo said I think you are right that the landscape is sort of just always changing so I appreciate that and the open flows of communication as we enter some of these harder times for folks and obviously in the entire state but certainly in Dona Ana County we have high percentage of uninsured and underinsured folks so those are always important conversations. I did want to ask you a little bit of a tougher question. This is before your time. I want to caveat that but it was at top of mind as I was thinking of today's Works Session I know that last year Mountain View settled with some patients who had brought a lawsuit around the Patient Debt Collection Protection Act. I am wondering if you are familiar with that and what kind of practices Mountain View is implementing to ensure that folks who are underinsured or lack insurance aren't falling into this debt trap?

Stephanie Guadian, Marketing Director said the actual collection part happened from our parent company and so that practice has since changed, so that won't be

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happening again.

Councilor Munoz said you mentioned partnership and I'd like to ask you what we can do to help and you might have the answer now or later, but the trajectory is just going to be incredible, incredible growth and there's an incredible need here in our community. I am glad that you are, seems like you are invested in our community already I've seen you can't believe it's been 4 months. I've seen you out and about in different events and gatherings. I am glad that you purchased a home instead of leasing one, it shows that you are staying here. I understand that one of your children is interested in NMSU, I'd like an update on that as well. We can just get you a library card and then you are a legit Las Cruces. So welcome to Las Cruces but thinking about the plan as some of my colleagues mentioned there are needs, there is growth in our residents needs services. So, when it comes to partnership let us know whether it is today some ideas or some ideas in the future how we can help.

Patrick Shannon said I think timeline wise if we receive final approval from our corporate board we could you know maybe looking to break ground early spring of 27 with a 2-year build but during that process obviously will be in close coordination with you guys but yeah definitely be open minded about partnering. And no luck yet with my stepson I am trying to get him to, he is a rodeo guy, he is a heeler I am trying to get him into the University but we'll see.

1.2 OPIOID SETTLEMENT FUNDS.

Wes Smith, Fire Department Case Manager gave the overhead presentation.

Councilor Harris said my quick question is the previous slide with the grant development person. Is that somebody who is like only going to be focusing on compliance for this project or since it's a grant development are we also looking at related grants and funding to supplement the program?

Gaby Prats within Grant Manager said yes, the Grant Development Specialist will be embedded the grants program in Finance and that person will be not just working on this particular project but looking for complementary funding to continue and increase and increase the services provided not only through the grant but also through the City.

Councilor Munoz said I believe it was page or slide 28, I am glad that you put this in here. I think when given the amount of funds available and the good they can do for the community it's important to measure so I appreciate you and your team providing results and outcomes. So are you just going to do it year 1, year 2 will there be 6 months or an intermittent or some sort of an update or readout in between those milestone dates?

Wes Smith said I think the contract with evaluation was every 6 months they will have a formal report but we will be, so we intend to have like monthly data coming in from the providers and then different contracts with like Las Cruces Public Schools that's more like a quarterly update but information from LCPD, the Fire Department, these are like daily conversations. I really want direct our attention to the website where this

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is where we want to publish those, that data but we also want to have live account of expenditures as they come in this is awesome. I am really excited with Las Cruces website accountability website, I probably should've put it on this presentation but it'll be a great opportunity to have live updates as they come in and where they're going for like treatment, recovery, prevention programing.

Councilor Corran said this may not be something that you can answer but I have a vague recollection that one of the many companies that had to pay into the opioid overarching Opioid Settlement Funds basically said that they were going to pay in Narcan. Does anyone else remember this conversation? No? Maybe I am making it up, I swear that happened in one of our discussions. One of those companies was going to, because they didn't have enough cash or something but they had piles of Narcan, they were just going to give like municipalities piles of Narcan, but if you are making that face and everyone else is making that face I doubt my memory. I swear that was one of the company's resolutions instead of money but I guess we are not getting that, and if you're making that face then nevermind but I was just going to say, if we do, I hope that the way that we are distributing it now can be the model so that it can go really quickly and it doesn't have to have any discussion about how that happens if we just get a box of Narcan showing up at Brad Douglas' office, I guess is where it would appear probably.

Councilor Bencomo asked I don't know if I missed this Wes, did you show us the amount that has gone out and the amount of dollars that are still unused? I don't think you did, right?

Wes Smith said this is just the report on the 2 year funding cycle the 2.9 million that you approved in like 9 months ago. This is the best I've got 2.9 million with 864,000 remaining with any annual distributions that be coming out and if there is any additional settlements that may be pending.

Councilor Bencomo said I didn't want to leave this hanging because I think it is important to keep a very good line of communication open. We did receive a letter from the Opioid Settlement Advisory Council from May naming some concerns I wonder if you can touch on that or members of the committee want to touch on that and you know as we think about next steps really like I want us to be in lockstep with each other because obviously these dollars are monumentally important. Obviously the map you showed us the stakes are really high and this amount of money is not going to, it is still not enough for the damage that they've caused to our communities right but this opportunity is incredible and I think I want us to be able to be on the same page and aligned which each other so, do you want to speak on this letter? Or members of the committee as well Wes as if you know. It did seem like it came from the whole council, maybe not.

Athena Huckaby, Dona Ana County Special Project Manager said I am in charge of our Opioids Settlement Funds, no members of the, well Tanika Gonzales is here, who is the member of the OSAC but she was not involved in the writing of the letter. Specifically, I think and Wes has a copy of the letter here but specifically I think it was mostly about the city and county continuing to work together and have good

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communication and reminding city of the purpose of the OSAC which is to advise city and county about best practices and their recommendations for how they believe those fundings should be used. So there had been a little of a gap in communication because of staff change over here at the city and things were moving very well so I don't think that's anything particularly of concern. One member of the OSAC did have specific concerns about the Keeping It Real Program and that that was not a recommended funding expenditure through OSAC. However, you know that's entirely up the city how you choose to spend your funds.

Councilor Bencomo said I didn't want this to go unacknowledged so I know folks are putting in volunteer time on this committee, so I wanted to make sure to lift that up and if there are concerns I hope that they continue to be raised.

Wes Smith said so there were some other things that the City recommended outside of what OSAC recommended which was funding the schools. That would include the Social Emotional Learning Programs, the Navigate 360 and the other curriculum and the Keep It Real Program, those were programs, that the City recommended. When we were talking about the settings of populations, that was outside of the OSAC recommendations.

Councilor Harris said I guess as a follow up to that. Can you speak a little bit to why those programs are being done in elementary schools and if there are thoughts about extending it? As a former graduated of DARE, which was a long time ago to be fair, you know I wonder if like those programs would be more appropriate in middle school or high school or all 3 you know, so I am curious to hear your thoughts?

Wes Smith said the Keep It Real curriculum which is owned by DARE LLC, is an evidence based program sponsored by SAMHSA and is targeted at that grade level and teaches them like healthy decisions making habits appropriate for that grade level, and I can't recall and I don't have representative from the Las Cruces Public Schools to expand on the Social Emotional Learning Program but it's a similar approach for prevention.

Michael Daniels, Fire Chief said just to add the Keep It Real Program is actually designed through the entire spectrum of school. So they have different recommendations, I think this was our first year getting started with the Keeping It Real Program. A lot of it is the ability or the scope of what we can accomplish with only few officers being trained in that first year so I am assuming as capacity increases we will obviously take a look at what services can be provided through that program across that entire age spectrum.

2. ADJOURNMENT

2.1

Mayor Pro Tem John Munoz moved, seconded by City Councilor Becky Corran, to adjourn at 2:04 pm.

RESULT:	Carried
MOVER:	Mayor Pro Tem John Munoz

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SECONDER:	City Councilor Becky Corran
AYES:	City Councilor Johana Bencomo, City Councilor Becky Corran, Mayor Eric Enriquez, City Councilor William Mattiace, Mayor Pro Tem John Munoz, and City Councilor Michael Harris
ABSENT:	City Councilor Cassie McClure

Mayor

City Clerk



City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	☐ 6	☒ N/A
1st Reading:				Adopted:	July 20, 2026		
Drafter:	Crystal Silva			Department:	Financial Services		
Title:	A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT TWO (2) GRANT AWARDS FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT).						

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

PURPOSE(S) OF ACTION:
To accept and execute the offered grant awards.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) was awarded the following New Mexico Department of Transportation (NMDOT) grant awards:

2026-2027 Local Government Road Fund (LGRF) Program - Control No. HW2L100664
The City proposed a Pavement Rehabilitation Project for the FY 2026-2027 NMDOT Local Government Road Fund (LGRF) Program. The total cost of the project is estimated to be \$413,415. The scope of the Pavement Rehabilitation Project on E. Lohman Avenue includes milling and inlaying new asphalt pavement, installing roadway striping, and adjusting manhole covers and valves to improve roadway conditions. The project will begin immediately east of Garcia St. The project will end approximately 90 ft west of the intersection of S. Walnut Street and E. Lohman Avenue. The project covers an estimated distance of 0.35 miles.

The project area was selected based on the City's Pavement Management Program, the Arterial classification of the roadway, the connection to other major roadways, the heavy truck use, and fulfilling multimodal Metropolitan Planning Organization (MPO) goals.

The City has been offered a grant in the amount of \$310,061.00 from the NMDOT LGRF Program for this project (Attachment "A"). Acceptance of this grant requires the City to contribute a 25% match in the amount of \$103,354.00 for a total project grant amount of \$413,415.00. The match and the project cost in excess of the grant amount to construct the project will be funded through the Drainage & Flood Control expense account.

The City is required to match 25% of the grant amount and is responsible for 100% of the project costs in excess of the grant amount.

The City further certifies that the proposed work is on a public highway, street, and is necessary for the public good and convenience and to serve the public within the municipality, county, and school district.

2026-2027 Municipal Arterial Program (MAP) - Control No. L100690

Agenda Item #6.1.

The City proposed a HAWK (high-intensity activated crosswalk beacon) Crossing Signal Project for the FY 2026-2027 NMDOT Municipal Arterial Program (MAP). The City has estimated construction & design for the project to be \$984,100.00 with \$584,100.00 having been funded with a State of New Mexico Capital Outlay Grant in FY26. The intersections of West Amador Avenue and McSwain Dr have been identified to undergo improvements including geometric modification, installation of a HAWK pedestrian hybrid beacon, sidewalk/ADA curb ramp modification, signage and striping. The HAWK signal system will provide pedestrians with an improved and protected multi-lane crossing point by stopping busy vehicular traffic along W. Amador Avenue, allowing pedestrians to cross W. Amador Avenue safely.

These improvements are a continuation of City initiatives to increase pedestrian safety along the West Amador Avenue corridor. West Amador Avenue is a major east-west arterial roadway in Las Cruces that serves regional vehicular movement while also functioning as a critical pedestrian corridor connecting social services, housing, transit, and trail systems. The corridor directly serves the Community of Hope Social Service Campus, Camp Hope, Amador Crossing affordable housing, the Las Cruces Gospel Rescue Mission, and multiple nonprofit service providers. These destinations generate consistent, daily pedestrian activity across Amador Avenue.

The City has been offered a grant in the amount of \$300,000.00 from the NMDOT Municipal Arterial Program for this project (Attachment "B"). Acceptance of this grant requires the City to contribute a 25% match in the amount of \$100,000.00 for a total grant amount of \$400,000.00. The match and the project cost in excess of the grant amount to implement the project will be funded through the Roads and Streets Construction expense account.

The City is required to match 25% of the grant amount and is responsible for 100% of the project costs in excess of the grant amount.

The City further certifies that the proposed work is on a public highway, street, and is necessary for the public good and convenience and to serve the public within the municipality, county, and school district.

The acceptance process requires the City to pass a Resolution referencing the scope of work, monetary amounts awarded, control number, and to adopt the project as a priority before processing the agreements between the NMDOT and the City. NMDOT requires this Resolution to be passed as soon as possible, in order to process grant agreements in a timely manner.

SUPPORT INFORMATION:

[ATTACHMENT "A" - City of Las Cruces FY 2027 NMDOT LGRF Agreement](#)

[ATTACHMENT "B" - City of Las Cruces FY 2027 NMDOT MAP Agreement](#)

PLAN(S):

Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☐ Yes

☒ No

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OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution to accept two (2) NMDOT grant awards.
2. Vote "No"; this will not approve the Resolution to accept two (2) NMDOT grant awards and will result in a loss of funds.
3. Vote to "Amend"; this will require further direction from staff.
4. Vote to "Table"; this will result in a loss of funds needed to complete City projects.

Agenda Item #6.1.

RESOLUTION 27-010

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT TWO (2) GRANT AWARDS FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT).

The City Council is informed that:

WHEREAS, the City has been offered a grant in the amount of \$310,061.00 from the NMDOT LGRF Program for this project (Attachment "A") and acceptance of the LGRF grant requires the City to contribute a 25% match in the amount of \$103,354.00 for a total project grant amount of \$413,415.00; and

WHEREAS, the City has been offered a grant in the amount of \$300,000.00 from the NMDOT Municipal Arterial Program for this project (Attachment "B") and acceptance of this grant requires the City to contribute a 25% match in the amount of \$100,000.00 for a total project grant amount of \$400,000.00; and

WHEREAS, the City is required to match 25% of the grant amount and is responsible for 100% of the project costs in excess of the grant amount; and

WHEREAS, the acceptance process requires the City to pass a Resolution referencing the scope of work, monetary amounts awarded, control number, and to adopt the project as a priority before processing the agreements between the NMDOT and the City.

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

(I)

THAT the City will accept the FY27 LGRF grant award through NMDOT Agreement Control No. HW2L100664 for \$310,061.00 with a City match of \$103,354.00.

(II)

THAT the City will accept the FY27 MAP grant award through NMDOT Agreement Control No. HW2L100690 for \$300,000.00 with a City match of \$100,000.00.

(III)

THAT the City Manager, or designee, is hereby authorized to execute all necessary contracts and amendments necessary in the accomplishment of the herein above.

(IV)

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

Contract No.

Vendor No.

Control No.

0000054342

HW2L100664

LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Las Cruces** (Public Entity), collectively referred as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L100664, and the Public Entity’s resolution attached as **Exhibit C**. See:

Pavement Rehabilitation/Improvements, Reconstruction, Drainage Improvements, Design and Construction Management of City Streets.

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is **Four Hundred Thirteen Thousand Four Hundred Fifteen Dollars and No Cents (\$413,415)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
<u>FY 2027 Local Government Road Fund</u>	\$310,061	\$103,354	\$413,415
For the purpose stated above in Section 1.			
Total Project Cost \$413,415			

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- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
- e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the Project described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as approved by the Department.
- h. Obtain all required written agreements or permits, as applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as identified by the Department, will result in termination for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity

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established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, attached as **Exhibit B**.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, attached as **Exhibit C**. The report should reflect the total cost of the Project as stated in the **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion is a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. As applicable for state-funded projects, the provisions of the Tribal/Local Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2027**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.

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- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

It is not intended by any of the provisions of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain suit for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, and other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

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13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

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18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

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In witness whereof, each party is signing this Agreement on the date stated opposite that party’s signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation’s Office of General Counsel

By: _____ Date: _____
Assistant General Counsel

City of Las Cruces

By: _____ Date: _____
Title: Finance Director

Attest: _____
City of Las Cruces Clerk or Designee

APPROVED AS TO FORM:

_____ Date _____
City Attorney

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EXHIBIT A
 PROJECT CERTIFICATION OF
 DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
 District 1 LGRF Coordinator

Cooperative Agreement No. _____ Control No. HW2L100664
 Joint Powers Agreement No. _____ Control No. _____

Entity: City of Las Cruces

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

 and completed on _____, 20____; and
 3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached “As Built Summary of Costs and Quantities”) is accurate, legitimate, and appropriate for the project.

 Name Date

 Print Name

 Title

EXHIBIT B
AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

SCOPE OF
WORK:

[illegible]

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EXHIBIT C City of Las Cruces RESOLUTION

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Las Cruces** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$413,415** to be funded in proportional share by the parties hereto as follows:

CN L100664 Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	100%
<u>FY 2027 Local Government Road Fund</u>	\$310,061	\$103,354	\$413,415
Pavement Rehabilitation/Improvements, Reconstruction, Drainage Improvements, Design and Construction Management of City Streets.			

WHEREAS, the **City of Las Cruces** shall pay all costs, which exceed the total project cost of **\$413,415**.

NOW THEREFORE, be it resolved in official session that **City of Las Cruces** determines, resolves, and orders as follows:

- The project for this Cooperative Agreement is adopted and has a priority standing.
- The Cooperative Agreement terminates on **12/31/2027** and the **City of Las Cruces** 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 the written agreement.
- The agent of the **City of Las Cruces**, Lesley Doyle, Finance Director (name or title), shall have signature authority to bind the **City of Las Cruces** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **City of Las Cruces** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **City of Las Cruces** to enter into Cooperative Agreement for Project Control Number **L100664** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2027** for **E. Lohman Ave. - Pavement Rehabilitation/Improvements, Reconstruction, Drainage Improvements, Design and Construction Management of City Streets.** within the control of **City of Las Cruces** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

Lesley Doyle, Finance Director

DATE _____

Eric Enriquez, Mayor

DATE _____

Christine Rivera, City Clerk

DATE _____

Contract No. _____
Vendor No. 0000054342
Control No. HW2L100690

**MUNICIPAL ARTERIAL PROGRAM
COOPERATIVE AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Las Cruces** (Public Entity), collectively referred to as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described on Control No. **L100690**, and the Public Entity’s resolution attached as **Exhibit C**. See:

Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage, Roadway Lighting and Misc. Improvements

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is Four Hundred Thousand Dollars and No Cents (**\$400,000**) to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
<u>FY 2027 Local Government Road Fund</u>	\$300,000	\$100,000	\$400,000
For the purpose stated above in Section 1.			
Total Project Cost \$400,000			

- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.

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- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding, as identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award (or Work Order) and Notice to Proceed;
- c. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
- e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the Project described in Section 1.
- b. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
- c. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
- d. Advertise, let, and supervise Project construction, including to procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- e. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- f. Cause all designs and PS&Es to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
- g. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
- h. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
- i. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- j. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
- k. Design the Project in accordance with **Exhibit A, "Minimum Design Standards"**, which is incorporated into this Agreement.
- l. Adhere to **Exhibit B, "Minimum Survey and Right of Way Acquisition Requirements"**, which is incorporated into this Agreement.
- m. Comply with **Exhibit D, "Construction Phase Duties and Obligations"**, which is incorporated into this Agreement.
- n. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
- o. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such

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requirements and standards, as identified by the Department, will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.

- p. Complete the project within twenty-four (24) months of approval of funding by the State Transportation Commission.
- q. Prior to Project construction, furnish the Department's District 1 Office the "**Certification of the Pre-Construction Contract Phase**" form, attached as **Certification No. 1**.
- r. Within thirty (30) calendar days of completion, furnish the Department's District 1 Office the "**Certification of Construction Phase**" form, attached as **Certification No. 2**.
- s. Within thirty (30) calendar days of completion, furnish the Department's District 1 Office the "**AS BUILT Summary of Costs and Quantities**" form, attached as **Certification No. 3**. The report should reflect the total cost of project as stated in "**Certification of Construction Phase**" form.
- t. Failure to timely provide **Certification Nos. 1, 2 and 3**, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- u. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. As applicable for state-funded projects, the provisions of the Tribal/Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **June 30, 2028**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

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7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.
- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

It is not intended by any of the provisions of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain suit for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*, and other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States, if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

Agenda Item #6.1.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

Agenda Item #6.1.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended By District 1

By: _____
District Engineer

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date:

City of Las Cruces

By: _____

Date:

Title: Finance Director

Attest: _____

Christine Rivera, City Clerk

APPROVED AS TO FORM:

City Attorney

Date _____

Agenda Item #6.1.

EXHIBIT A Minimum Design Standards

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
 - a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
 - b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
 - c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
 - d. **DEPARTMENT'S** Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
 - e. **DEPARTMENT'S** Urban Drainage Design Criteria;
 - f. **DEPARTMENT'S** Geotechnical Manual, Current Update;
 - g. **DEPARTMENT'S** Action Plan;
 - h. **DEPARTMENT'S** Tribal/Public Agency State Funding Handbook; Current Edition;
 - i. **DEPARTMENT'S** Handbook of Hazardous Waste Management, Current Edition;
 - j. **DEPARTMENT'S** Location Study Procedures;
 - k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
 - l. Other design publications as outlined in the **DEPARTMENT'S** Tribal/Public Agency State Funding Handbook.
 - m. The **Public Entity** may use **Public Entity** established local design standards if approved by the District Engineer, for each Project.

EXHIBIT B

Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown.
Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61-23-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies), shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public Entity** or contracted (fee) appraisers shall not be used unless fully qualified.
11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations.

Agenda Item #6.1.

In no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.

12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

EXHIBIT C
 City of Las Cruces RESOLUTION

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY
 NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Las Cruces** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.
 WHEREAS, the total cost of the project will be **\$400,000** to be funded in proportional share by the parties hereto as follows:

CN L100690 Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	100%
<u>FY 2027 Local Government Road Fund</u> Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage, Roadway Lighting and Misc. Improvements	\$300,000	\$100,000	\$400,000

WHEREAS, the **City of Las Cruces** shall pay all costs, which exceed the total project cost of **\$400,000**.

NOW THEREFORE, be it resolved in official session that **City of Las Cruces** determines, resolves, and orders as follows:

- The project for this Cooperative Agreement is adopted and has a priority standing.
- The Cooperative Agreement terminates on **6/30/2028** and the **City of Las Cruces** 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 the written agreement.
- The agent of the **City of Las Cruces**, Lesley Doyle, Finance Director (name or title), shall have signature authority to bind the **City of Las Cruces** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **City of Las Cruces** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **City of Las Cruces** to enter into Cooperative Agreement for Project Control Number **L100690** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2027** for **West Amador Avenue - Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage, Roadway Lighting and Misc. Improvements** within the control of **City of Las Cruces** in the State of New Mexico.
 (Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

Lesley Doyle, Finance Director

 DATE

Eric Enriquez, Mayor

 DATE

Christine Rivera, City Clerk

 DATE

EXHIBIT D

Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

CERTIFICATION NO. 1
CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L100690

I, _____, in my capacity as _____ of
_____ do hereby certify with reference to the aforementioned
Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity** (including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of -way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S Right of Way Handbook (Current Edition) Local Public Agencies**, and Exhibit B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):
____ a. have been relocated
____ b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in **A Policy on Geometric Design of Highways and Streets**, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S New Mexico Traffic Survey and Standards** (Current Edition).
9. That no angle parking has been provided in this Project.

Agenda Item #6.1.

10. That the **Public Entity** has completed a (check, which of the following conditions exists):
 - _____ a. 20 year pavement design; or
 - _____ b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.
11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S Drainage Manual**.
12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S Drainage Policy and Administrative Memorandum** (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.
13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan**, (Current Edition).
14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan**, (Current Edition).
15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):
 - a. Lighting;
 - b. signalization;
 - c. storm sewer and lift station;
 - d. landscape;
 - e. road exchange; and
 - f. any other applicable agreements.
16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Exhibit A.
17. That this certification procedure has been executed prior to advertisements for contract bids or commencement of this Project.

Agenda Item #6.1.

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify that the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Las Cruces

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 1 to:

District LGRF Coordinator
Department of Transportation

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L100690

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

- 1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
- 2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Exhibit A.
- 3. That all work in Control No. **L100690** was performed in accordance with the Agreement.
- 4. That the total Project cost of _____, with New Mexico Department of Transportation “**DEPARTMENT**” 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached “As Built Summary of Costs and Quantities”) is accurate, legitimate, and appropriate for the Project.
- 5. That the construction of the Project was completed on _____ of _____, 20[#]

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Las Cruces

By: _____ Date: _____
City Manager or Designee

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 2 to:
District LGRF Coordinator, Department of Transportation

CERTIFICATION NO. 3
AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: City of Las Cruces No.: CN: L100690

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK: _____

[illegible]



27-011

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:

July 20, 2026

Drafter:

Gaby Prats

Department:

Financial Services

Title:

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD FOR THE POLICE DEPARTMENT AND TO AMEND THE CITY'S ADOPTED FY2026 BUDGET.

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

PURPOSE(S) OF ACTION:

To accept a grant award and amend the FY2026 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" - FY2026 Fund Summary 7-20-2026](#)

[Attachment "A" - PD - FY26 Police Equipment Reimbursement Fully Executed Agreement](#)

PLAN(S):

Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☒ Yes

☐ No

Agenda Item #6.2.

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:

\$44,432.62

AVAILABLE AMOUNT:

\$44,432.62

EXPENDITURE AMOUNT:

\$44,432.62

Funding Source(s):

State Funds

Overall Budget Impact:

Please refer to Exhibit "A" Fund Summary

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

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

REFERENCE INFORMATION:

Grant funded is for department operations.

Agenda Item #6.2.

RESOLUTION 27-011

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD FOR THE POLICE DEPARTMENT AND TO AMEND THE CITY'S ADOPTED FY2026 BUDGET.

The City Council is informed that:

WHEREAS, the City has received notice of a grant award for a City department; and

WHEREAS, the grant will be used as designated in the scope of work and within the specified time period as shown in the grant agreement executed by the City Manager, or his designee; and

WHEREAS, the grant agreement that is the subject of this budget adjustment will be attached to the Resolution as Attachment "A".

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

(I)

THAT the City hereby amends the FY2026 City Budget and accepts the grant award as shown in the Fund Summary, Exhibit "A", attached hereto and made part of this Resolution, is 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

Agenda Item #6.2.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

Agenda Item #6.2.

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

Exhibit "A"

	2100 SPECIAL REVENUE REIMB GRANTS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 249,231	277,288	0	277,288
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	182,000	221,500	0	221,500
Federal Grants	9,154,523	5,660,832	0	5,660,832
State Grants	4,648,536	19,096,431	44,433	19,140,864
Local Grants	0	805,000	0	805,000
Debt Service	0	0	0	0
Total Revenues	13,985,059	25,783,763	44,433	25,828,196
TOTAL RESOURCES	\$ 14,234,291	26,061,051	44,433	26,105,484
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	5,768,725	13,198,539	0	13,198,539
Legal	0	0	0	0
Las Cruces Police Department	1,581,852	1,821,060	44,433	1,865,493
Las Cruces Fire Department	568,628	1,912,308	0	1,912,308
Utilities	194,431	0	0	0
Economic Development	2,869,028	2,969,028	0	2,969,028
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	144,821	1,157,613	0	1,157,613
Information Technology	0	0	0	0
Assistant City Manager-500	512,694	1,148,866	0	1,148,866
Parks & Recreation	446,219	928,556	0	928,556
Community Development	0	0	0	0
Quality of Life	1,447,022	2,196,155	0	2,196,155
Public Works	451,638	451,638	0	451,638
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 13,985,058	25,783,763	44,433	25,828,196
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	(277,288)	0	(277,288)
Total Other Resources	\$ 0	(277,288)	0	(277,288)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 249,233	(0)	0	(0)

Agenda Item #6.2.

Attachment "A"



New Mexico
Department of Finance
and Administration

407 Galisteo St,
Santa Fe, NM 87501
(505) 827-4985

Governor Michelle Lujan Grisham
Cabinet Secretary Wayne Propst

Local Government Division
Renee Ward, Deputy Division Director

RECIPIENT:

City of Las Cruces

APPROPRIATION NUMBER:

25-ZJ5043-18

ALLOCATION AMOUNT:

\$44,432.62

REVERSION DATE:

June 30th, 2026

ALLOCATION PURPOSE

\$44,432.62 for reimbursement of approved law enforcement equipment purchases previously incurred by the Allocation Recipient in support of newly hired and lateral transfer law enforcement officers pursuant to House Bill 2, Section #5 of the 2025 Legislative Session.

ALLOCATION DISBURSEMENT

100% of the allocated funds will be disbursed upon execution of the agreement. The Allocation Recipient understands and agrees that the funds are provided as reimbursement for eligible law enforcement equipment purchase previously incurred in support of newly hired and lateral transfer law enforcement officers, in accordance with program requirements.

CERTIFICATION

I hereby certify that the City of Las Cruces

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will maintain supporting documentation related to reimbursed purchases, including invoices and proof of payment, and provide such documentation to DFA upon request.
3. Will comply with all applicable state laws and program requirements related to the reimbursement award.

Jeremy Story

Grantee Representative

6/2/2026

Date

Lesley Doyle, Finance Director

Authorized Signatory

6/5/2026

Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for 25-ZJ5043-18 in the amount of \$44,432.62.

Malley N

Deputy Director, Local Government Division

6/5/2026

Date

Walter Miller

Chief Financial Officer, Department of Finance

6/8/2026

Date



27-012

City Council Action and Executive Summary

Type of Action:

☒ Resolution

☐ Ordinance

☐ TIDD Resolution

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A
1st Reading:	Adopted: July 20, 2026
Drafter:	Gaby Prats Department: Financial Services
Title:	A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT VARIOUS GRANT BUDGET ADJUSTMENTS FOR VARIOUS DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FISCAL YEAR (FY) 2026-2027 BUDGET.

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

PURPOSE(S) OF ACTION:

To amend the FY2027 budget through various adjustments.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

City of Las Cruces (City) staff members have prepared a budget adjustment for the fiscal year starting July 1, 2026 through June 30, 2027. The budget adjustment includes funding for supplies, services, equipment, and projects to meet the demands of a growing community and to align budgets for effective and efficient City of Las Cruces operations. The budget adjustments proposed within this Resolution will not deplete the City's 2/12ths reserve requirement for the General Fund.

SUPPORT INFORMATION:

[Exhibit "A" - FY2027 Fund Summary 07-20-2026 Grant Carry Over](#)
[Attachment "A" - Budget Adjustment Summary](#)

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☒ Yes

☐ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: Various

AVAILABLE AMOUNT: Various

EXPENDITURE AMOUNT:
Various

Agenda Item #6.3.

Funding Source(s):

Various

Overall Budget Impact:

Please refer to Exhibit "A" - Fund Summaries

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

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and accept the budget adjustments as presented and will adjust the City's FY2026-27 budget.
2. Vote "No"; this will not approve the Resolution, will not accept the budget adjustments as presented, and will not adjust the City's FY2026-27 budget.
3. Vote to "Amend"; this will delay the process of spending the funds within the predetermined funding schedule and require direction to staff.
4. Vote to "Table"; this will impact the City's ability to utilize funds and may impact programs and services.

Agenda Item #6.3.

RESOLUTION 27-012

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT VARIOUS GRANT BUDGET ADJUSTMENTS FOR VARIOUS DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FISCAL YEAR (FY) 2026-2027 BUDGET.

The City Council is informed that:

WHEREAS, City of Las Cruces (City) staff members have prepared a budget adjustment for the fiscal year starting July 1, 2026 through June 30, 2027; and

WHEREAS, the budget adjustment includes funding for supplies, services, equipment, and projects to meet the demands of a growing community and to align budgets for effective and efficient City operations; and

WHEREAS, this adjustment will not deplete the General Fund 2/12ths reserve requirement.

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

(I)

THAT the FY2027 various budget adjustment as indicated in Exhibit "A", attached hereto and made a part of this Resolution, are hereby approved.

(II)

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

DONE AND APPROVED this day of

Agenda Item #6.3.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

Agenda Item #6.3.

CITY OF LAS CRUCES BUDGET ADJUSTMENT REQUEST BUDGET FISCAL YEAR 2026-27

Exhibit "A"

	2100 SPECIAL REVENUE REIMB GRANTS 2026-27			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 0	0	0	0
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	207,500	207,500	0	207,500
Federal Grants	3,137,387	3,572,900	400,000	3,972,900
State Grants	2,572,467	2,895,257	0	2,895,257
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	5,917,354	6,675,657	400,000	7,075,657
TOTAL RESOURCES	\$ 5,917,354	6,675,657	400,000	7,075,657
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	1,258,660	1,258,660	0	1,258,660
Legal	0	0	0	0
Las Cruces Police Department	130,450	201,929	0	201,929
Las Cruces Fire Department	281,210	645,244	0	645,244
Utilities	0	0	0	0
Economic Development	930,006	930,006	0	930,006
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	92,492	92,492	0	92,492
Information Technology	0	0	0	0
Assistant City Manager-500	1,032,557	1,193,174	0	1,193,174
Parks & Recreation	534,675	534,675	0	534,675
Community Development	0	0	0	0
Quality of Life	1,614,771	1,776,944	0	1,776,944
Public Works	42,533	42,533	400,000	442,533
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 5,917,354	6,675,657	400,000	7,075,657
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	0	0
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 0	0	0	0

Agenda Item #6.3.

CITY OF LAS CRUCES BUDGET ADJUSTMENT REQUEST BUDGET FISCAL YEAR 2026-27

Exhibit "A"

	4100 CAPITAL PROJECTS REIMB GRANTS 2026-27			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 0	0	0	0
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	10,000,583	10,000,583	0	10,000,583
State Grants	28,074,183	33,492,248	45,126	33,537,374
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	38,074,766	43,492,831	45,126	43,537,957
TOTAL RESOURCES	\$ 38,074,766	43,492,831	45,126	43,537,957
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	8,028,460	8,528,460	0	8,528,460
Legal	0	0	0	0
Las Cruces Police Department	1,800,913	1,800,913	0	1,800,913
Las Cruces Fire Department	3,000,000	3,000,000	0	3,000,000
Utilities	0	0	0	0
Economic Development	896,695	896,695	0	896,695
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	1,427,361	0	1,427,361
Assistant City Manager-500	522,420	522,420	0	522,420
Parks & Recreation	4,467,544	4,467,544	0	4,467,544
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	19,358,734	22,849,438	45,126	22,894,564
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 38,074,766	43,492,831	45,126	43,537,957
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	0	0
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 0	0	0	0

Agenda Item #6.3.

CITY OF LAS CRUCES BUDGET ADJUSTMENT REQUEST BUDGET FISCAL YEAR 2026-27

Exhibit "A"

	7490 METROPOLITAN PLANNING ORGANIZA 2026-27			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 0	0	0	0
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	162,531	162,531	248,605	411,136
State Grants	0	0	0	0
Local Grants	0	0	27,136	27,136
Debt Service	0	0	0	0
Total Revenues	162,531	162,531	275,741	438,272
TOTAL RESOURCES	\$ 162,531	162,531	275,741	438,272
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
METROPOLITAN PLANNING ORGANIZATION	203,164	203,164	205,139	408,303
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 203,164	203,164	205,139	408,303
Other Resources				
Operating Transfers In	40,633	40,633	0	40,633
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 40,633	40,633	0	40,633
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 0	0	70,602	70,602

FUND DESCRIPTION	DEPARTMENT	PROGRAM	TYPE	INCREASE AMOUNT	DECREASE AMOUNT	DESCRIPTION
Capital Project Grants	Public Works	Engineering & Survey	Expense	45,123.14		Grant end date was extended after Carryover deadline
Capital Project Grants	Public Works	Engineering & Survey	Revenue	45,123.14		Carrying over the grant revenue balance from FY26
Metropolitan Planning Organization			Expense	68,968.05		Grant was missed during Carryover process
Metropolitan Planning Organization			Expense	26,490.52		Funds support for MPO's operations and personnel
Metropolitan Planning Organization			Expense	428.04		"
Metropolitan Planning Organization			Expense	1,829.78		"
Metropolitan Planning Organization			Expense	7,022.42		"
Metropolitan Planning Organization			Expense	332.32		"
Metropolitan Planning Organization			Expense	4,382.48		"
Metropolitan Planning Organization			Expense	50.00		"
Metropolitan Planning Organization			Expense	489.00		"
Metropolitan Planning Organization			Expense	40.56		"
Metropolitan Planning Organization			Expense	789.00		"
Metropolitan Planning Organization			Expense	1,818.05		"
Metropolitan Planning Organization			Expense	6,000.00		"
Metropolitan Planning Organization			Expense	500.00		"
Metropolitan Planning Organization			Expense	500.00		"
Metropolitan Planning Organization			Expense	500.00		"
Metropolitan Planning Organization			Expense	307.46		"
Metropolitan Planning Organization			Expense	3,502.04		"
Metropolitan Planning Organization			Expense	6,983.92		"
Metropolitan Planning Organization			Expense	60,564.50		"
Metropolitan Planning Organization			Expense	2,000.00		"
Metropolitan Planning Organization			Expense	221.22		"
Metropolitan Planning Organization			Expense	3,201.68		"
Metropolitan Planning Organization			Expense	6,210.00		"
Metropolitan Planning Organization			Expense	2,081.08		"
Metropolitan Planning Organization			Expense	205,212.12		Carrying over the grant revenue balance from FY26
Metropolitan Planning Organization			Expense	27,135.73		Carrying over the grant revenue balance from FY26
Special Revenue Grants	Public Works		Expense	400,000.00		Grant was missed during Carryover process
Special Revenue Grants	Public Works		Revenue	400,000.00		Carrying over the grant revenue balance from FY26



27-013

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: July 20, 2026
Drafter:	Vanessa Perez
Department:	Financial Services
Title:	A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT FOURTH QUARTER BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FISCAL YEAR (FY) 2025-26 BUDGET.

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

PURPOSE(S) OF ACTION:
To amend the FY2026 budget through various adjustments.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
City of Las Cruces (City) staff members have prepared a budget adjustment for the fiscal year starting July 1, 2025 through June 30, 2026. The budget adjustment includes funding for supplies, services, equipment, and projects to meet the demands of a growing community and to align budgets for effective and efficient City of Las Cruces operations.

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

SUPPORT INFORMATION:
[Exhibit "A" - Fund Summaries](#)
[Attachment "A" - Budget Adjustment Summary](#)

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☒ Yes
☐ No

BUDGET / FISCAL IMPACT:

Agenda Item #6.4.

BUDGETED AMOUNT: Various

AVAILABLE AMOUNT: Various

EXPENDITURE AMOUNT:
Various

Funding Source(s):

Various

Overall Budget Impact:

Please refer to Exhibit "A" - Fund Summaries

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and accept the budget adjustments as presented and will adjust the City's FY2025-26 budget.
2. Vote "No"; this will not approve the Resolution, will not accept the budget adjustments as presented, and will not adjust the City's FY2025-26 budget.
3. Vote to "Amend"; this will delay the process of spending the funds within the predetermined funding schedule and require direction to staff.
4. Vote to "Table"; this will impact the City's ability to utilize funds and may impact programs and services.

REFERENCE INFORMATION:

Attachment "A" - Budget Adjustment Summary

Agenda Item #6.4.

RESOLUTION 27-013

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT FOURTH QUARTER BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FISCAL YEAR (FY) 2025-26 BUDGET.

The City Council is informed that:

WHEREAS, City of Las Cruces (City) staff members have prepared a budget adjustment for the fiscal year starting July 1, 2025 through June 30, 2026; and

WHEREAS, the quarterly budget adjustment includes funding for supplies, services, equipment, and projects to meet the demands of a growing community and to align budgets for effective and efficient City operations; and

WHEREAS, this adjustment will not deplete the General Fund 2/12ths reserve requirement.

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

(I)

THAT the FY2026 fourth quarter budget adjustments as indicated in Exhibit "A", attached hereto and made a part of this Resolution, are hereby approved.

(II)

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

DONE AND APPROVED this day of

Agenda Item #6.4.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

Agenda Item #6.4.

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

Exhibit "A"

	1000 GENERAL FUND 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 76,170,624	65,192,664	0	65,192,664
Revenues				
Municipal Gross Receipts Tax	55,085,239	2,325,699	0	2,325,699
Public Safety Gross Receipts Tax	4,880,700	0	0	0
Hold Harmless Replacement GRT	17,000,000	82,897,802	0	82,897,802
State-Shared Gross Receipts Tax	50,825,436	54,862,747	0	54,862,747
Environmental Gross Receipts Tax	2,259,525	2,259,525	0	2,259,525
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	21,000	28,228	0	28,228
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	750,000	592,149	0	592,149
Lodgers Tax	0	0	0	0
Property Taxes	14,957,286	14,957,286	0	14,957,286
Payment In Lieu of Property Tax	817,771	817,771	0	817,771
Franchise Fees	2,595,000	2,595,000	0	2,595,000
Payment In Lieu of Franchise Fees	1,446,584	1,446,584	0	1,446,584
Licenses, Fees & Permits	3,250,210	3,365,485	0	3,365,485
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	120,750	120,750	0	120,750
Charges For Services	7,186,977	6,945,470	1,652,870	8,598,340
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	5,133,474	4,904,260	0	4,904,260
Investment Income	0	0	0	0
Miscellaneous Revenues	190,745	316,345	0	316,345
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	166,520,697	178,435,101	1,652,870	180,087,971
TOTAL RESOURCES	\$ 242,691,321	243,627,765	1,652,870	245,280,635
Expenditures				
General Government	5,691,810	5,691,810	0	5,691,810
Legislative	625,652	556,806	0	556,806
Municipal Court	2,078,721	1,962,670	0	1,962,670
City Manager-300	9,449,936	8,341,543	6,607	8,348,150
Legal	2,695,452	2,384,700	0	2,384,700
Las Cruces Police Department	41,095,936	40,326,531	0	40,326,531
Las Cruces Fire Department	31,139,578	33,303,733	682,509	33,986,242
Utilities	0	0	0	0
Economic Development	5,778,336	3,467,623	0	3,467,623
Assistant City Manager-400	0	0	0	0
Human Resources	3,333,275	3,242,709	0	3,242,709
Financial Services	7,963,871	7,340,339	(6,607)	7,333,732
Information Technology	7,541,061	7,553,277	0	7,553,277
Assistant City Manager-500	1,198,769	1,251,966	0	1,251,966
Parks & Recreation	20,374,203	19,463,138	0	19,463,138
Community Development	6,613,019	5,358,531	0	5,358,531
Quality of Life	11,320,216	10,287,566	34,161	10,321,727
Public Works	18,414,952	16,953,126	0	16,953,126
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 175,314,787	167,486,068	716,670	168,202,738
Other Resources				
Operating Transfers In	0	3,248,390	0	3,248,390
Operating Transfers Out	(34,631,452)	(33,273,024)	0	(33,273,024)
Total Other Resources	\$ (34,631,452)	(30,024,634)	0	(30,024,634)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 32,745,082	46,117,063	936,200	47,053,263
Required Reserve:				
State Required 1/12th	14,609,566	13,957,173	59,723	14,016,896
Local CLC 1/12th	14,609,566	13,957,173	59,723	14,016,896
AVAILABLE BALANCE	\$ 3,525,950	18,202,717	816,754	19,019,471

Agenda Item #6.4.

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

Exhibit "A"

	2000 HUD COMMUNITY DEVELOPMENT 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 62,519	52,916	0	52,916
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	6,767,675	6,925,604	(28,500)	6,897,104
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	6,767,675	6,925,604	(28,500)	6,897,104
TOTAL RESOURCES	\$ 6,830,194	6,978,520	(28,500)	6,950,020
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	6,752,138	5,521,020	0	5,521,020
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 6,752,138	5,521,020	0	5,521,020
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	\$ 78,056	1,457,500	(28,500)	1,429,000

Agenda Item #6.4.

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

Exhibit "A"

	2650 FLOOD CONTROL OPERATIONS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 2,528,155	3,309,736	0	3,309,736
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	5,800,000	5,800,000	0	5,800,000
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	5,800,000	5,800,000	0	5,800,000
TOTAL RESOURCES	\$ 8,328,155	9,109,736	0	9,109,736
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	4,289,690	4,051,991	0	4,051,991
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 4,289,690	4,051,991	0	4,051,991
Other Resources				
Operating Transfers In	0	0	9,459	9,459
Operating Transfers Out	(1,986,700)	(4,866,201)	0	(4,866,201)
Total Other Resources	\$ (1,986,700)	(4,866,201)	9,459	(4,856,742)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 2,051,765	191,544	9,459	201,003

Agenda Item #6.4.

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

Exhibit "A"

	2705 TELSHOR FACILITY 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 61,470,004	43,925,143	0	43,925,143
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	60,000	60,000	0	60,000
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	25,000	25,000	0	25,000
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	85,000	85,000	0	85,000
TOTAL RESOURCES	\$ 61,555,004	44,010,143	0	44,010,143
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	15,162,198	13,476,198	0	13,476,198
Legal	0	0	0	0
Las Cruces Police Department	431,410	539,604	0	539,604
Las Cruces Fire Department	2,000,000	2,000,000	0	2,000,000
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	3,798,498	3,665,957	0	3,665,957
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	95,300	1,081,917	(364,814)	717,103
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 21,487,406	20,763,676	(364,814)	20,398,862
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	(1,301,766)	(1,596,747)	0	(1,596,747)
Total Other Resources	\$ (1,301,766)	(1,596,747)	0	(1,596,747)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 38,765,832	21,649,720	364,814	22,014,534

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

Exhibit "A"

	2810 GAS TAX 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 2,009,291	1,202,845	0	1,202,845
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	1,866,000	1,866,000	0	1,866,000
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	1,866,000	1,866,000	0	1,866,000
TOTAL RESOURCES	\$ 3,875,291	3,068,845	0	3,068,845
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	3,404,697	3,068,845	0	3,068,845
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 3,404,697	3,068,845	0	3,068,845
Other Resources				
Operating Transfers In	0	0	58,848	58,848
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	58,848	58,848
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 470,594	0	58,848	58,848

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

Exhibit "A"

	3290 2014 MGRT FLOOD PROJECTS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 9,263	9,459	0	9,459
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	0	0
TOTAL RESOURCES	\$ 9,263	9,459	0	9,459
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	(9,459)	(9,459)
Total Other Resources	\$ 0	0	(9,459)	(9,459)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 9,263	9,459	(9,459)	(0)

Agenda Item #6.4.

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

Exhibit "A"

	3624 2018 GAS DSF 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 54,390	58,848	0	58,848
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	0	0
TOTAL RESOURCES	\$ 54,390	58,848	0	58,848
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	(58,848)	(58,848)
Total Other Resources	\$ 0	0	(58,848)	(58,848)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 54,390	58,848	(58,848)	0

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

Exhibit "A"

	3633 18 NMFA FIRE 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 143,604	3,252	0	3,252
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	0	0
TOTAL RESOURCES	\$ 143,604	3,252	0	3,252
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	(3,252)	(3,252)
Total Other Resources	\$ 0	0	(3,252)	(3,252)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 143,604	3,252	(3,252)	0

Agenda Item #6.4.

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

Exhibit "A"

	4100 CAPITAL PROJECTS REIMB GRANTS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 0	(0)	0	(0)
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	3,733,291	11,622,748	0	11,622,748
State Grants	21,868,272	42,415,449	(1,589)	42,413,860
Local Grants	0	107,777	0	107,777
Debt Service	0	0	0	0
Total Revenues	25,601,563	54,145,974	(1,589)	54,144,385
TOTAL RESOURCES	\$ 25,601,563	54,145,974	(1,589)	54,144,385
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	6,212,832	11,151,607	0	11,151,607
Legal	0	0	0	0
Las Cruces Police Department	154,751	2,702,182	0	2,702,182
Las Cruces Fire Department	159,336	85,444	0	85,444
Utilities	0	0	0	0
Economic Development	1,710,644	2,418,143	0	2,418,143
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	1,427,361	0	1,427,361
Assistant City Manager-500	0	522,420	0	522,420
Parks & Recreation	3,454,532	6,390,627	0	6,390,627
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	13,909,468	29,448,190	(1,589)	29,446,601
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 25,601,563	54,145,974	(1,589)	54,144,385
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	0	0
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 0	(0)	0	(0)

Agenda Item #6.4.

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

Exhibit "A"

	5200 GAS OPERATIONS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 5,038,423	8,270,569	0	8,270,569
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	467,482	467,482	0	467,482
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	13,644,868	13,644,868	0	13,644,868
Natural Gas Sales - Commodity	14,021,109	14,021,109	0	14,021,109
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	137,457	312,457	0	312,457
Miscellaneous Revenues	19,701	19,701	0	19,701
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	28,290,617	28,465,617	0	28,465,617
TOTAL RESOURCES	\$ 33,329,040	36,736,186	0	36,736,186
Expenditures				
General Government	4,965,327	5,167,918	0	5,167,918
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	24,143,498	24,402,259	0	24,402,259
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 29,108,825	29,570,177	0	29,570,177
Other Resources				
Operating Transfers In	0	0	80	80
Operating Transfers Out	(3,346,904)	(4,585,407)	0	(4,585,407)
Total Other Resources	\$ (3,346,904)	(4,585,407)	80	(4,585,327)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 873,311	2,580,602	80	2,580,682

Agenda Item #6.4.

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

Exhibit "A"

	5271 2018 JU PROJECT 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 1	(58)	0	(58)
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	80	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	80	0	0	0
TOTAL RESOURCES	\$ 81	(58)	0	(58)
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	138	0	138
Operating Transfers Out	0	0	(80)	(80)
Total Other Resources	\$ 0	138	(80)	58
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 81	80.23	(80)	0

Agenda Item #6.4.

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

Exhibit "A"

	5300 WATER OPERATIONS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 3,868,189	2,782,069	241,676	3,023,744
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	438,778	438,778	0	438,778
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	22,167,776	22,197,776	0	22,197,776
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	32,883	52,883	0	52,883
Investment Income	5,000	5,000	0	5,000
Miscellaneous Revenues	17,635	27,635	0	27,635
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	22,662,072	22,722,072	0	22,722,072
TOTAL RESOURCES	\$ 26,530,261	25,504,141	241,676	25,745,816
Expenditures				
General Government	4,261,188	4,301,299	0	4,301,299
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	17,736,714	18,500,061	0	18,500,061
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 21,997,902	22,801,360	0	22,801,360
Other Resources				
Operating Transfers In	204,921	204,921	5,308	210,229
Operating Transfers Out	(3,090,646)	(925,247)	(513,659)	(1,438,906)
Total Other Resources	\$ (2,885,725)	(720,326)	(508,351)	(1,228,677)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 1,646,634	1,982,455	(266,675)	1,715,779

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

Exhibit "A"

	5335 WATER15 DEBT SERVICE 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 45,970	29,506	0	29,506
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	3,750	3,750	0	3,750
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	3,750	3,750	0	3,750
TOTAL RESOURCES	\$ 49,720	33,256	0	33,256
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	(13,651)	(13,651)
Total Other Resources	\$ 0	0	(13,651)	(13,651)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 49,720	33,256	(13,651)	19,605

Agenda Item #6.4.

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

Exhibit "A"

	5336 WATER15A DEBT SERVICE 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 72,266	45,222	0	45,222
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	3,844	3,844	700	4,544
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	3,844	3,844	700	4,544
TOTAL RESOURCES	\$ 76,110	49,066	700	49,766
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	50,480	50,480
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	50,480	50,480
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 76,110	49,066	51,180	100,246

Agenda Item #6.4.

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

Exhibit "A"

	5337 WATER16 DEBT SERVICE 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 128,052	76,881	0	76,881
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	3,700	3,700	50	3,750
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	3,700	3,700	50	3,750
TOTAL RESOURCES	\$ 131,752	80,581	50	80,631
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	2,782	2,782
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	2,782	2,782
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 131,752	80,581	2,832	83,413

Agenda Item #6.4.

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

Exhibit "A"

	5339 2018 JU DEBT SERVICE FUND 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 644,589	616,053	0	616,053
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	12,000	12,000	3,000	15,000
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	12,000	12,000	3,000	15,000
TOTAL RESOURCES	\$ 656,589	628,053	3,000	631,053
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	265,842	265,842
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	265,842	265,842
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 656,589	628,053	268,842	896,895

Agenda Item #6.4.

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

Exhibit "A"

	5345 WATER15 BOND PROJECTS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 4,743	4,444	(18,095)	(13,651)
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	0	0
TOTAL RESOURCES	\$ 4,743	4,444	(18,095)	(13,651)
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	13,651	13,651
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	13,651	13,651
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 4,743	4,444	(4,444)	(0)

Agenda Item #6.4.

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

Exhibit "A"

	5346 WATER15A BOND PROJECTS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 48,557	50,479.82	0	50,480
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	700	700	(700)	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	700	700	(700)	0
TOTAL RESOURCES	\$ 49,257	51,180	(700)	50,480
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	(50,480)	(50,480)
Total Other Resources	\$ 0	0	(50,480)	(50,480)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 49,257	51,180	(51,180)	(0)

Agenda Item #6.4.

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

Exhibit "A"

	5347 WATER16 BOND PROJECTS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 2,700	2,781.69	0	2,782
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	50	50	(50)	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	50	50	(50)	0
TOTAL RESOURCES	\$ 2,750	2,832	(50)	2,782
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	(2,782)	(2,782)
Total Other Resources	\$ 0	0	(2,782)	(2,782)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 2,750	2,831.69	(2,832)	(0)

Agenda Item #6.4.

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

Exhibit "A"

	5349 2018 JU IMPROVEMENT REV BOND 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 256,205	265,842.20	0	265,842
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	3,000	3,000	(3,000)	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	3,000	3,000	(3,000)	0
TOTAL RESOURCES	\$ 259,205	268,842	(3,000)	265,842
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	(265,842)	(265,842)
Total Other Resources	\$ 0	0	(265,842)	(265,842)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 259,205	268,842.20	(268,842)	0

Agenda Item #6.4.

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

Exhibit "A"

	5364 2024 DWSRF NMFA LOAN 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 14,305,325	55	0	55
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	3,019,051	3,019,051
Local Grants	0	0	0	0
Debt Service	0	15,300,000	(3,019,051)	12,280,949
Total Revenues	0	15,300,000	0	15,300,000
TOTAL RESOURCES	\$ 14,305,325	15,300,055	0	15,300,055
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	14,300,000	15,211,000	0	15,211,000
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 14,300,000	15,211,000	0	15,211,000
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	0	0
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 5,325	89,055	0	89,055

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

Exhibit "A"

	5374 WATER05A BOND PROJECTS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 5,308	5,308	0	5,308
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	0	0
TOTAL RESOURCES	\$ 5,308	5,308	0	5,308
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	(5,308)	(5,308)
Total Other Resources	\$ 0	0	(5,308)	(5,308)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 5,308	5,307.66	(5,308)	(0)

Agenda Item #6.4.

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

Exhibit "A"

	5375 WATER06 BOND PROJECTS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 85,725	84,832	(110,059)	(25,227)
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	0	0
TOTAL RESOURCES	\$ 85,725	84,832	(110,059)	(25,227)
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	25,227	25,227
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	25,227	25,227
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 85,725	84,832	(84,832)	0

Agenda Item #6.4.

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

Exhibit "A"

	5378 WATER07 NMFA PROJECTS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 47	(14,282)	(316,501)	(330,783)
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	0	0
TOTAL RESOURCES	\$ 47	(14,282)	(316,501)	(330,783)
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	23,473	307,310	330,783
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	23,473	307,310	330,783
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 47	9,191	(9,191)	(0)

Agenda Item #6.4.

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

Exhibit "A"

	5379 WATER14 BOND PROJECTS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 49,811	45,865	(226,987)	(181,122)
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	0	0
TOTAL RESOURCES	\$ 49,811	45,865	(226,987)	(181,122)
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	181,122	181,122
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	181,122	181,122
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 49,811	45,865	(45,865)	0

Agenda Item #6.4.

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

Exhibit "A"

	5385 WATER20A DEBT SERVICE 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 58,702	38,426	0	38,426
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	3,500	3,500	50,000	53,500
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	3,500	3,500	50,000	53,500
TOTAL RESOURCES	\$ 62,202	41,926	50,000	91,926
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	0	0
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 62,202	41,926	50,000	91,926

Agenda Item #6.4.

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

Exhibit "A"

	5395 WATER20A PROJECT 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 390,126	(9,686)	0	(9,686)
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	50,000	50,000	(50,000)	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	50,000	50,000	(50,000)	0
TOTAL RESOURCES	\$ 440,126	40,314	(50,000)	(9,686)
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	9,686	9,686
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	9,686	9,686
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 440,126	40,314	(40,314)	(0)

Agenda Item #6.4.

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

Exhibit "A"

	5400 WASTEWATER OPERATIONS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 2,343,430	3,139,581	(79,407)	3,060,174
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	314,984	314,984	0	314,984
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	15,962,666	15,962,666	0	15,962,666
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	2,365	2,365	0	2,365
Miscellaneous Revenues	5,390	5,390	0	5,390
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	16,285,405	16,285,405	0	16,285,405
TOTAL RESOURCES	\$ 18,628,835	19,424,986	(79,407)	19,345,579
Expenditures				
General Government	4,233,000	4,361,010	0	4,361,010
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	12,156,155	12,056,367	0	12,056,367
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 16,389,155	16,417,377	0	16,417,377
Other Resources				
Operating Transfers In	80,000	80,000	24,335	104,335
Operating Transfers Out	(2,251,974)	(1,646,464)	0	(1,646,464)
Total Other Resources	\$ (2,171,974)	(1,566,464)	24,335	(1,542,129)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 67,706	1,441,145	(55,072)	1,386,073

Agenda Item #6.4.

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

Exhibit "A"

	5435 WW15 DEBT SERVICE 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 236,132	154,718.73	0	154,719
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	15,000	15,000	0	15,000
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	15,000	15,000	0	15,000
TOTAL RESOURCES	\$ 251,132	169,719	0	169,719
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	(519,720)	(519,720)
Total Other Resources	\$ 0	0	(519,720)	(519,720)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 251,132	169,719	(519,720)	(350,001)

Agenda Item #6.4.

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

Exhibit "A"

	5436 WW15A DEBT SERVICE 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 42,438	25,766	0	25,766
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	3,750	3,750	0	3,750
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	3,750	3,750	0	3,750
TOTAL RESOURCES	\$ 46,188	29,516	0	29,516
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	18,381	18,381
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	18,381	18,381
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 46,188	29,516	18,381	47,897

Agenda Item #6.4.

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

Exhibit "A"

	5441 WW20B DEBT SERVICE 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 44,125	35,631	0	35,631
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	2,500	2,500	25,000	27,500
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	2,500	2,500	25,000	27,500
TOTAL RESOURCES	\$ 46,625	38,131	25,000	63,131
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	217,763	217,763
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	217,763	217,763
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 46,625	38,131	242,763	280,894

Agenda Item #6.4.

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

Exhibit "A"

	5445 WW15 BOND PROJECTS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 459,381	450,112	(969,832)	(519,720)
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	0	0
TOTAL RESOURCES	\$ 459,381	450,112	(969,832)	(519,720)
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	519,720	519,720
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	519,720	519,720
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 459,381	450,112	(450,112)	0

Agenda Item #6.4.

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

Exhibit "A"

	5446 WW15A BOND PROJECTS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 17,443	18,381.48	0	18,381
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	0	0
TOTAL RESOURCES	\$ 17,443	18,381	0	18,381
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	(18,381)	(18,381)
Total Other Resources	\$ 0	0	(18,381)	(18,381)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 17,443	18,381.48	(18,381)	0

Agenda Item #6.4.

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

Exhibit "A"

	5451 WW20B PROJECTS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 320,833	217,763	0	217,763
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	25,000	25,000	(25,000)	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	25,000	25,000	(25,000)	0
TOTAL RESOURCES	\$ 345,833	242,763	(25,000)	217,763
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	(217,763)	(217,763)
Total Other Resources	\$ 0	0	(217,763)	(217,763)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 345,833	242,763.26	(242,763)	0

Agenda Item #6.4.

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

Exhibit "A"

	5475 WW06 BOND REHAB PROJECTS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 24,335	24,335	0	24,335
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	0	0
TOTAL RESOURCES	\$ 24,335	24,335	0	24,335
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	(24,335)	(24,335)
Total Other Resources	\$ 0	0	(24,335)	(24,335)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 24,335	24,335	(24,335)	(0)

Agenda Item #6.4.

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

Exhibit "A"

	5485 WW20A DEBT SERVICE 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 16,452	11,995	0	11,995
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	25,000	25,000
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	25,000	25,000
TOTAL RESOURCES	\$ 16,452	11,995	25,000	36,995
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	32,777	32,777
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	32,777	32,777
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 16,452	11,995	57,777	69,772

Agenda Item #6.4.

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

Exhibit "A"

	5495 WW20A PROJECT 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 15,281	32,777	0	32,777
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	25,000	25,000	(25,000)	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	25,000	25,000	(25,000)	0
TOTAL RESOURCES	\$ 40,281	57,777	(25,000)	32,777
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Assistant City Manager-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 0	0	0	0
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	(32,777)	(32,777)
Total Other Resources	\$ 0	0	(32,777)	(32,777)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 40,281	57,776.76	(57,777)	(0)

FUND DESCRIPTION	DEPARTMENT	PROGRAM	TYPE	INCREASE AMOUNT	DECREASE AMOUNT	DESCRIPTION
GENERAL FUND	CITY MANAGER'S OFFICE	HOUSING NEIGHBORHOOD SERVICES	EXPENSE	\$ 6,607.10		Increasing budget to match the remaining balance of an allocation approved in FY25 for a roof for the Mesilla Valley Community of Hope.
GENERAL FUND	FINANCIAL SERVICES	ADMINISTRATION-FI	EXPENSE		\$ 6,607.10	Moving available funding from Finance to HNS to cover the increase needed for a roof for Mesilla Valley Community of Hope. This increase is based on the original amount allocated in FY2025, this amount would adjust the current budget to match the actual available balance for the project.
GENERAL FUND	FIRE & EMERGENCY SERVICES	EMERGENCY MEDICAL RESPONSE	REVENUE	\$ 32,064.59		Increasing budget to recognize revenue that has already been received.
GENERAL FUND	FIRE & EMERGENCY SERVICES	EMERGENCY MEDICAL RESPONSE	EXPENSE	\$ 682,508.82		Increasing budget to cover overtime costs for the remainder of FY26.
GENERAL FUND	FIRE & EMERGENCY SERVICES	EMERGENCY MEDICAL RESPONSE	REVENUE	\$ 1,708,805.63		Increasing budget to account for a realized increase in ambulance transport billing revenue.
GENERAL FUND	FIRE & EMERGENCY SERVICES	EMERGENCY MEDICAL RESPONSE	REVENUE		\$ 88,000.70	This revenue is not expected to be received before the end of FY26. Reducing to match expectations.
GENERAL FUND	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 3,251.80		Transferring in remaining budgetary balance from Fund 3633 (18 NMFA Fire) to close it.
GENERAL FUND	QUALITY OF LIFE	SENIOR NUTRITION	EXPENSE	\$ 34,160.60		Funding will be used to cover expenditures for senior nutrition programs for the remainder of FY26.
HUD COMMUNITY DEVELOPMENT	CITY MANAGER	HOME REHAB-CDBG	REVENUE		\$ 28,500.00	This revenue was budgeted in FY25 and actuals were recognized then. We will not be receiving this revenue in FY26 and are therefore reducing the budget to reflect this expectation.
FLOOD CONTROL OPERATIONS	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 9,458.58		Transferring in remaining budgetary balance from Fund 3290 (2014 MGRT Flood Projects) to close it.
TELSHOR FACILITY	PUBLIC WORKS	FACILITIES MANAGEMENT	EXPENSE		\$ 364,814.00	Transfer needed to close debt service fund 3290 (2014 MGRT Flood Projects).
GAS TAX	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 58,848.23		Transferring in remaining budgetary balance from Fund 3624 (2018 Gas DSF) to close it.
2014 MGRT FLOOD PROJECTS	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 9,458.58		Transferring out remaining budgetary balance to Fund 2650 (Flood Control Operations) to close this debt service fund.
2018 GAS DSF	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 58,848.23		Transferring out remaining budgetary balance to Fund 2810 (Gas Tax) to close this debt service fund.
18 NMFA FIRE	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 3,251.80		Transferring out remaining budgetary balance to Fund 1000 (General Fund) to close this debt service fund.
CAPITAL PROJECTS REIMB GRANTS	PUBLIC WORKS	ARCHITECTURAL MANAGEMENT	REVENUE		\$ 1,588.52	Reducing grant to match actual available funding.
CAPITAL PROJECTS REIMB GRANTS	PUBLIC WORKS	ARCHITECTURAL MANAGEMENT	EXPENSE		\$ 1,588.52	Reducing grant to match actual available funding.
GAS OPERATIONS	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 80.23		Transferring in remaining budgetary balance from Fund 5271 (2018 JU Project) to close it.
2018 JU PROJECT	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 80.23		Transferring out remaining budgetary balance to Fund 5200 (Gas Operations) to close this utility fund.
WATER OPERATIONS	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 5,307.66		Transferring in remaining budgetary balance from Fund 5374 (Water05A Bond Projects) to close it since related projects are now complete.
WATER OPERATIONS	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 25,226.73		Transferring budget to Fund 5375 (Water06 Bond Projects) to close it.
WATER OPERATIONS	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 181,121.87		Transferring budget to Fund 5379 (Water14 Bond Projects) to close it.
WATER OPERATIONS	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 307,310.04		Transferring in remaining fund balance from Fund 5378 (Water07 NMFA Projects) to close it.
WATER15 DEBT SERVICE	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 13,651.42		Transferring budget to Fund 5345 (Water15 Bond Projects) to close it.
WATER15A DEBT SERVICE	NON DEPARTMENT	NON SUBSECTION	REVENUE	\$ 200.00		To record projected investment income.
WATER15A DEBT SERVICE	NON DEPARTMENT	NON SUBSECTION	REVENUE	\$ 500.00		To record projected investment income.
WATER15A DEBT SERVICE	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 50,479.82		Transferring in remaining balance from Fund 5346 (Water 15A Bond Projects) to close it.
WATER16 DEBT SERVICE	NON DEPARTMENT	NON SUBSECTION	REVENUE	\$ 50.00		To record projected investment income.
WATER16 DEBT SERVICE	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 2,781.69		Transferring in the remaining balance from Fund 5347 (Water16 Bond Projects) since the fund is going to close since projects were completed.
2018 JU DEBT SERVICE FUND	NON DEPARTMENT	NON SUBSECTION	REVENUE	\$ 3,000.00		To record projected investment income.
2018 JU DEBT SERVICE FUND	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 265,842.20		Transferring in the remaining balance from Fund 5349 (2018 JU Improvement Rev Bond) to close it.
WATER15 BOND PROJECTS	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 13,651.42		Transferring in needed funding from Fund 5335 (Water15 Debt Service) to close this fund.
WATER15A BOND PROJECTS	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 50,479.82		Transferring remaining budgetary balance to Fund 5336 (Water15A Debt Service) to successfully close out this fund.
WATER15A BOND PROJECTS	NON DEPARTMENT	NON SUBSECTION	REVENUE		\$ 200.00	Removing budgeted investment income to close this fund.
WATER15A BOND PROJECTS	NON DEPARTMENT	NON SUBSECTION	REVENUE		\$ 500.00	Removing the budgeted investment income in this fund to close it.
WATER16 BOND PROJECTS	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 2,781.69		Transferring out remaining budgetary balance to Fund 5337 (Water16 Debt Service) to close fund now that the related project is complete.
WATER16 BOND PROJECTS	NON DEPARTMENT	NON SUBSECTION	REVENUE		\$ 50.00	Removing the budgeted investment income in this fund to close it.
2018 JU IMPROVEMENT REV BOND	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 265,842.20		Project in this fund has been completed. Transferring remaining fund balance to Fund 5339 (2018 JU Debt Service Fund) to close it.
2018 JU IMPROVEMENT REV BOND	NON DEPARTMENT	NON SUBSECTION	REVENUE		\$ 3,000.00	Removing the budgeted investment income in this fund to close it.

Agenda Item #6.4.

ATTACHMENT "A"

FUND DESCRIPTION	DEPARTMENT	PROGRAM	TYPE	INCREASE AMOUNT	DECREASE AMOUNT	DESCRIPTION
2024 DWSRF NMFA LOAN	NON DEPARTMENT	NON SUBSECTION	REVENUE		\$ 3,019,051.00	To split Forgiven Principal & Repayable Principal Amounts.
2024 DWSRF NMFA LOAN	UTILITIES	TECHNICAL SUPPORT	REVENUE	\$ 3,019,051.00		To split Forgiven Principal & Repayable Principal Amounts.
WATER05A BOND PROJECTS	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 5,307.66		Transferring out remaining budgetary balance to Fund 5300 (Water Operations) to close it since the related projects have been completed.
WATER06 BOND PROJECTS	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 25,226.73		Project has been completed and fund needs to be closed. Transferring in needed budget from Fund 5300 (Water Operations) to close this fund.
WATER07 NMFA PROJECTS	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 307,310.04		Project has been completed and fund needs to be closed. Transferring in needed budget from Fund 5300 (Water Operations) to close this fund.
WATER14 BOND PROJECTS	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 181,121.87		Project has been completed and fund needs to be closed. Transferring in needed budget from Fund 5300 (Water Operations) to close this fund.
WATER20A DEBT SERVICE	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 9,685.73		Transferring needed budget to Fund 5395 (Water20A Project) to close it now that the related project has been completed.
WATER20A DEBT SERVICE	NON DEPARTMENT	NON SUBSECTION	REVENUE	\$ 50,000.00		To record projected investment income.
WATER20A PROJECT	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 9,685.73		Project has been completed and fund needs to be closed. Transferring in needed budget from Fund 5385 (Water20A Debt Service) to close this fund.
WATER20A PROJECT	NON DEPARTMENT	NON SUBSECTION	REVENUE		\$ 50,000.00	Removing the budgeted investment income in this fund to close it.
WASTEWATER OPERATIONS	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 24,334.76		Transferring in remaining budgetary balance from Fund 5475 (WW06 Bond Rehab Projects) to close it now that the related project is complete.
WW15 DEBT SERVICE	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 519,719.88		Transferring budget to Fund 5445 (WW15 Bond Projects) to close it now that the related project is complete.
WW15A DEBT SERVICE	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 18,381.48		Transferring in remaining budgetary balance from Fund 5446 (WW15A Bond Projects) to close it now that the related project is complete.
WW20B DEBT SERVICE	NON DEPARTMENT	NON SUBSECTION	REVENUE	\$ 25,000.00		To record projected investment income.
WW20B DEBT SERVICE	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 217,763.26		Transferring in remaining budgetary balance from Fund 5451 (WW20B Projects) to close it now that the related project is complete.
WW15 BOND PROJECTS	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 519,719.88		Transferring in funding from Fund 5435 (WW15 Debt Service) to close out this fund now that the related project has been completed.
WW15A BOND PROJECTS	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 18,381.48		Project in this fund has been completed. Transferring out remaining budgetary balance to Fund 5436 (WW15A Debt Service) to close it.
WW20B PROJECTS	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 217,763.26		Project in this fund has been completed. Transferring out remaining budgetary balance to Fund 5441 (WW20B Debt Service) to close it.
WW20B PROJECTS	NON DEPARTMENT	NON SUBSECTION	REVENUE		\$ 25,000.00	Removing the budgeted investment income in this fund to close it.
WW06 BOND REHAB PROJECTS	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 24,334.76		Project in this fund has been completed. Transferring out remaining budgetary balance to Fund 5400 (Wastewater Operations) to close it.
WW20A DEBT SERVICE	NON DEPARTMENT	NON SUBSECTION	REVENUE	\$ 25,000.00		To record projected investment income.
WW20A DEBT SERVICE	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 32,776.76		Transferring in remaining budgetary balance from Fund 5495 (WW20A Project) to close it now that the related project is complete.
WW20A PROJECT	NON DEPARTMENT	NON SUBSECTION	TRANSFER	\$ 32,776.76		Project in this fund has been completed. Transferring out remaining budgetary balance to Fund 5485 (WW20A Debt Service) to close it.
WW20A PROJECT	NON DEPARTMENT	NON SUBSECTION	REVENUE		\$ 25,000.00	Removing the budgeted investment income in this fund to close it.



27-014

City Council Action and Executive Summary

Type of Action:
☒ Resolution

☐ Ordinance

☐ TIDD Resolution

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A		
1st Reading:		Adopted:	July 20, 2026
Drafter:	Hayford Danso	Department:	City Manager's Office
Title:	A RESOLUTION AMENDING THE FY2027 - 2032 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) 2027 through 2032.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces adopted the FY 2027-2032 Capital Improvements Program (CIP) on May 11, 2026. Following adoption, several amendments were approved for the FY26 CIP. This amendment incorporates those FY26 changes into the newly adopted FY27 CIP so the associated projects can continue into the new fiscal year.

Attachment "A" lists the previously approved amendments that will be included in the new CIP.

SUPPORT INFORMATION:

[Exhibit "A" - FY2027-2032 CIP](#)

[Attachment "A" - FY2027-2032 Amendment Descriptions](#)

PLAN(S):

Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

Agenda Item #6.5.

1. Vote "Yes"; this will amend the City of Las Cruces FY2027 through FY2032 CIP.
2. Vote "No"; this will not amend the City of Las Cruces FY2027 through FY2032 CIP.
3. Vote to "Amend"; this will potentially amend the Cruces FY2027 through FY2032 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.

Agenda Item #6.5.

RESOLUTION 27-014

A RESOLUTION AMENDING THE FY2027 - 2032 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 FY2027 through FY2032, attached hereto and made part of this Resolution as Exhibit "A", is hereby approved.

(II)

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

DONE AND APPROVED this day of

Agenda Item #6.5.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES

Capital Improvements Program (CIP)

Exhibit "A"

AMENDED JULY 20, 2026

FY2027 - FY2032									
Project Title	Department	Funded	Unfunded					Funding Source	Potential Funding Source
		FY2027	FY2028	FY2029	FY2030	FY2031	FY2032		
Active Transportation		\$	\$	\$	\$	\$	\$	\$	
Active Transportation - Newly Funded		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Active Transportation - Carryover		\$ 5,359,537.77	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	-
Active Transportation		\$ 5,359,537.77	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	-
Active Transportation Plan Projects		\$ 788,101.19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Madrid Ave Extension - Evelyn St to N Triviz Dr	Public Works	\$ 473,389.94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Melendres Ave/Pittsburg - Hadley to Picacho	Public Works	\$ 3,509,557.47	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Trail Renovations	Parks & Recreation	\$ 95,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	Bonds Grants	-
Dona Ana Move Trail	Parks & Recreation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Tortugas Trail	Parks & Recreation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
University Multi-Use Trail Loop	Parks & Recreation	\$ 493,489.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
Active Transportation - Annual		\$ 370,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	-
Active Transportation ADA Program		\$ 370,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	-
ADA Sidewalk Projects	Public Works	\$ 370,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	Taxes Taxes
Active Transportation - Future		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
SUBTOTAL		\$ 5,729,537.77	\$ 650,000.00	\$ 650,000.00	\$ 650,000.00	\$ 650,000.00	\$ 650,000.00	\$ 650,000.00	

Airport		\$	\$	\$	\$	\$	\$		
Airport - Newly Funded		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
Airport - Carryover		\$ 7,741,153.38	\$ 345,000.00	\$ -	\$ -	\$ -	\$ -	-	-
Airport Improvements,Pavement Maintenance, and Equipment		\$ 6,541,931.66	\$ -	\$ -	\$ -	\$ -	\$ -	Grants	-
LRU Airport Automated Weather Observation System (AWOS) and Rotating Beacon	Las Cruces Airport	\$ 1,105,147.62	\$ 345,000.00	\$ -	\$ -	\$ -	\$ -	Grants	Grants
LRU Runway Improvements		\$ 71,401.66	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
LRU Runways 8-26 and 12-30 Blast Pads	Las Cruces Airport	\$ 71,401.66	\$ -	\$ -	\$ -	\$ -	\$ -	Grants	Grants, Taxes
LRU Airport Infrastructure Improvements	Las Cruces Airport	\$ 22,672.44	\$ -	\$ -	\$ -	\$ -	\$ -	Grants	Grants, Taxes
Airport - Annual		\$ -	\$ 285,000.00	\$ 285,000.00	\$ 285,000.00	\$ 285,000.00	\$ 285,000.00	-	-
LRU Pavement Maintenance Program		\$ -	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	-	Grants, Taxes
LRU Pavement Striping/Marking Maintenance Program		\$ -	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	-	Grants
Airport - Future		\$ -	\$ 5,119,000.00	\$ 12,550,000.00	\$ 39,070,000.00	\$ 23,600,000.00	\$ 30,500,000.00	-	-
LRU Runway Improvements		\$ -	\$ -	\$ -	\$ 25,000,000.00	\$ 12,000,000.00	\$ 30,500,000.00	-	-
LRU Runway 12/30 Extension	Las Cruces Airport	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00	\$ 15,500,000.00	-	Grants, Taxes
Runway 8/26 Extension	Las Cruces Airport	\$ -	\$ -	\$ -	\$ 25,000,000.00	\$ 10,000,000.00	\$ 15,000,000.00	-	Grants, Taxes
LRU Runway 4-22 Rehabilitation	Las Cruces Airport	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes
LRU Airline Ground Support Equipment Facility Design and Construction	Las Cruces Airport	\$ -	\$ -	\$ 1,250,000.00	\$ -	\$ -	\$ -	-	Grants, Taxes
LRU Airport Maintenance Equipment	Las Cruces Airport	\$ -	\$ 750,000.00	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes
LRU Apron West Rehabilitation	Las Cruces Airport	\$ -	\$ -	\$ -	\$ 70,000.00	\$ -	\$ -	-	Grants, Taxes
LRU ARFF (Airport Rescue and Fire Fighting) Index 8 Equipment Upgrade	Las Cruces Airport	\$ -	\$ -	\$ 1,600,000.00	\$ -	\$ -	\$ -	-	Grants, Taxes
LRU Commercial Hangar Design and Construction	Las Cruces Airport	\$ -	\$ -	\$ 2,850,000.00	\$ -	\$ -	\$ -	-	Grants, Taxes
LRU East Road Extensions/Improvements	Las Cruces Airport	\$ -	\$ -	\$ -	\$ 1,000,000.00	\$ 10,200,000.00	\$ -	-	Grants, Taxes
LRU Fuel Farm Relocation and Expansion	Las Cruces Airport	\$ -	\$ -	\$ 1,900,000.00	\$ -	\$ -	\$ -	-	Grants, Taxes
LRU Maintenance Facility Design and Construction	Las Cruces Airport	\$ -	\$ -	\$ 500,000.00	\$ 1,000,000.00	\$ 300,000.00	\$ -	-	Grants, Taxes
LRU Multi-Modal Public Passenger Transit Facility	Las Cruces Airport	\$ -	\$ -	\$ -	\$ 2,500,000.00	\$ -	\$ -	-	Grants, Taxes
LRU Passenger Terminal Design and Construction	Las Cruces Airport	\$ -	\$ -	\$ 1,000,000.00	\$ 9,000,000.00	\$ -	\$ -	-	Grants, Taxes
LRU Passenger Terminal Parking Design and Construction	Las Cruces Airport	\$ -	\$ -	\$ -	\$ 500,000.00	\$ 1,100,000.00	\$ -	-	Grants, Taxes
LRU Taxi Lane Extensions/Improvements	Las Cruces Airport	\$ -	\$ -	\$ 3,450,000.00	\$ -	\$ -	\$ -	-	Grants, Taxes
Taxiway C Rehabilitation	Las Cruces Airport	\$ -	\$ 4,369,000.00	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes
SUBTOTAL		\$ 7,741,153.38	\$ 5,749,000.00	\$ 12,835,000.00	\$ 39,355,000.00	\$ 23,885,000.00	\$ 30,785,000.00		

CITY OF LAS CRUCES

Capital Improvements Program (CIP)

AMENDED JULY 20, 2026

FY2027 - FY2032										
Attainable/Affordable Housing		\$	\$	\$	\$	\$	\$	\$	\$	\$
Attainable/Affordable Housing - Newly Funded		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attainable/Affordable Housing - Carryover		\$ 22,088,294.37	\$ 7,300,000.00	\$ 7,050,000.00	\$ 7,050,000.00	\$ 5,050,000.00	\$ -	\$ -	\$ -	\$ -
Affordable Housing Trust Fund and Land Bank Projects	Housing and Neighborhood Svcs	\$ 4,972,334.00	\$ 5,050,000.00	\$ 5,050,000.00	\$ 5,050,000.00	\$ 5,050,000.00	\$ -	Bonds & Loans	Grants, Taxes, Capital Outlay	
Arcadia 4 Subdivision	Housing and Neighborhood Svcs	\$ 3,087,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds & Loans	Grants	
Paseos Verdes	Housing and Neighborhood Svcs	\$ 1,039,500.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ -	\$ -	Grants	Bonds, Loans	
Pending 2026 Legislative Appropriation			\$ 200,000.00							
MVCoH Campus Extension (Amador Crossing)	Housing and Neighborhood Svcs	\$ 12,988,960.37	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes	Bonds, Loans	
Attainable/Affordable Housing - Annual		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attainable/Affordable Housing - Future		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL		\$ 22,088,294.37	\$ 7,300,000.00	\$ 7,050,000.00	\$ 7,050,000.00	\$ 5,050,000.00	\$ -			
City Operational Facilities										
City Operational Facilities - Newly Funded		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Operational Facilities - Carryover		\$ 11,821.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Safety, Health, Environmental & Emergency		\$ 11,821.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HR Remodel	Facilities Management	\$ 11,821.60	\$ -	\$ -	\$ -	\$ -	\$ -	Taxes	Taxes	
City Operational Facilities - Annual		\$ -	\$ 520,000.00	\$ 520,000.00	\$ 520,000.00	\$ 520,000.00	\$ 520,000.00	\$ -	\$ -	\$ -
HVAC Replacement and Upgrade Program	Facilities Management	\$ -	\$ 270,000.00	\$ 270,000.00	\$ 270,000.00	\$ 270,000.00	\$ 270,000.00	\$ -	Taxes	
Safety, Health, Environmental & Emergency		\$ -	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ -
Safety, Health, Environmental, & Emergency Projects	Facilities Management	\$ -	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ -	Taxes	
City Operational Facilities - Future		\$ -	\$ 960,000.00	\$ 8,307,550.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ -	\$ -	\$ -
City Hall Metal Detector and Security Screening Installation	Facilities Management	\$ -	\$ 185,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Renovation and Expansion		\$ -	\$ -	\$ 8,232,550.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Hall Expansion	Facilities Management	\$ -	\$ -	\$ 7,500,000.00	\$ -	\$ -	\$ -	\$ -	Taxes, Bonds	
City Hall Reception Area Remodel	Facilities Management	\$ -	\$ -	\$ 732,550.00	\$ -	\$ -	\$ -	\$ -	Taxes, Bonds	
Office Renovation - Castaneda Service Center	Parks & Recreation	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds, Grants, Taxes	
Refuse & Recycling Buffers and Enclosures	Facilities Management	\$ -	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ -	Taxes	
Satellite Park Maintenance Yard and Facility	Parks & Recreation	\$ -	\$ 600,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds, Grants, Taxes	
SUBTOTAL		\$ 11,821.60	\$ 1,480,000.00	\$ 8,827,550.00	\$ 595,000.00	\$ 595,000.00	\$ 595,000.00	\$ -		
Equipment & IT										
Equipment & IT - Newly Funded		\$ 1,427,361.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Broadband Access and Expansion (OBAB)	IT	\$ 1,427,361.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants	
Equipment & IT - Carryover		\$ 491,500.00	\$ 150,000.00	\$ 300,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Access Channel Capital Improvement	Communications	\$ 181,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Other	Franchise Fee
Senior Program Equipment & Rolling Stock	Quality of Life	\$ 310,000.00	\$ 150,000.00	\$ 300,000.00	\$ -	\$ -	\$ -	\$ -	Grants	Grants
Equipment & IT - Annual		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment & IT - Future		\$ -	\$ 250,000.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audio and Visual Equipment Upgrades for City Hall	Facilities Management	\$ -	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Taxes
Large Equipment - New and Replacement	Parks & Recreation	\$ -	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds, Grants, Taxes
SUBTOTAL		\$ 1,918,861.00	\$ 400,000.00	\$ 400,000.00	\$ -	\$ -	\$ -	\$ -		

CITY OF LAS CRUCES

Capital Improvements Program (CIP)

AMENDED JULY 20, 2026

		FY2027 - FY2032									
Non-profit		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Non-Profit - Newly Funded		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Profit - Carryover		\$ 4,038,876.31	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ -	\$ -	\$ -
Jardin de los Niños Re-Roof	Non-Profit	\$ 3,236.27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants	Grants, Taxes	
La Casa, Inc. Safety and Security Improvements	Non-Profit	\$ 239,905.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants	Grants, Taxes	
MVCH Master Plan Implementation	Public Works	\$ 584,100.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	Grants	Grants, Taxes, Capital Outlay	
Pending 2026 Legislative Appropriation			\$ 434,000.00								
MVCH Health Facility Improvements		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes	
MVCH Restroom Showers & Mechanical Room	Facilities Management	\$ 118,125.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants	Grants, Taxes	
MV Community of Hope Expansion Remodel	Public Works	\$ 316,039.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants	Grants, Taxes	
The Kitchens at MVCOH	Non-Profit	\$ 2,777,469.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants	Grants, Taxes, Capital Outlay	
Pending 2026 Legislative Appropriation			\$ 2,950,000.00								
Non-Profit - Annual		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Profit - Future		\$ -	\$ 2,440,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
El Caldito Upgrades	Non-Profit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	Grants	
Jardin de los Niños Security Improvements	Non-Profit	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	Grants	
MVCH Health Facility		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	
Health Facility Phase IV	Non-Profit	\$ -	\$ 330,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	Grants	
MVCH Driveway and Parking Lot Improvments	Housing and Neighborhood Svcs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	Grants	
MVCH Bldg 1 Solar Project	Non-Profit	\$ -	\$ 600,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	Grants	
MVCH Patio to Office Remodel	Non-Profit	\$ -	\$ 710,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	Grants	
MVCH Solar Parking Structure	Non-Profit	\$ -	\$ 600,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	Grants	
SUBTOTAL		\$ 4,038,876.31	\$ 4,440,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00
Other		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other - Newly Funded		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other - Carryover		\$ 879,684.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Regional Bookmobile Acquisition	Quality of Life	\$ 328,205.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants	-	
ASCMV Kennel Room Improvements	Public Works	\$ 280,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants	-	
ASCMV Surgical Suite Improvements	Public Works	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants	-	
Las Cruces Innovation & Industrial Park (LCIIP) Entry Sign	Economic Development	\$ 221,479.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Taxes	-	
Other - Annual		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other - Future		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL		\$ 879,684.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Park Improvements		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Park Improvements - Newly Funded		\$660,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Park Deferred Maintenance Projects	Parks & Recreation	\$660,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GRT	-	
Heske Garden Light Replacement			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	
Park Drinking Fountains			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	
Park Restrooms Repair and Rehabilitation Projects			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	
Various Park Deferred Maintenance Projects			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	
Legacy Parks Improvements Program		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	
Apodaca Park Improvements	Parks & Recreation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	
Pending 2026 Legislative Appropriation			\$ 3,000,000.00								

CITY OF LAS CRUCES

Capital Improvements Program (CIP)

AMENDED JULY 20, 2026

			FY2027 - FY2032								
Park Improvements (continuation)			\$	\$	\$	\$	\$	\$	\$		
Park Improvements - Carryover			\$ 7,034,639.96	\$ 8,886,590.00	\$ 3,324,007.19	\$ 2,830,000.00	\$ 2,955,000.00	\$ 3,080,000.00	-	-	-
Apodaca Park Aquatic Playground and Multi-Use Path	Parks & Recreation	\$ 3,243,410.36	\$ 3,756,590.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	Grants, PIF, Taxes	Grants, PIF, Taxes
Benavidez Community Center Park Improvements	Parks & Recreation	\$ 715,304.36	\$ -	\$ 619,007.19	\$ -	\$ -	\$ -	\$ -	-	Grants, PIF	Grants, PIF
Legacy Parks Improvements Program			\$ 1,433,475.86	\$ 5,075,000.00	\$ 2,650,000.00	\$ 2,775,000.00	\$ 2,900,000.00	\$ 3,025,000.00	-	-	-
Legacy Parks Improvements Projects	Parks & Recreation	\$ 1,382,888.12	\$ 5,075,000.00	\$ 2,650,000.00	\$ 2,775,000.00	\$ 2,900,000.00	\$ 3,025,000.00	\$ 3,025,000.00	Grants, Telshor	Capital Outlay, Bonds, Grants	
Valley View Park Improvements		\$ 50,587.74	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	PIF, Grants, Taxes
Park Drinking Fountains	Parks & Recreation	\$ 951,701.50	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	Telshor	Grants, Taxes	
Pioneer Women's Park improvements		\$ 682,039.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	Grants	Grants, Taxes
Parks and Fields Lighting Program			\$ 8,708.53	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-
Heske Garden Lighting Replacement	Parks & Recreation	\$ 8,708.53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	Grants	-
Park Improvements - Annual			\$ 1,768,092.35	\$ 2,900,000.00	\$ 2,400,000.00	\$ 2,400,000.00	\$ 2,400,000.00	\$ 2,400,000.00	-	-	-
Parks Shade Structures Improvements Program			\$ 23,250.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	-	-	-
Shade Structure Replacement Projects	Parks & Recreation	\$ 23,250.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	Taxes	Taxes	
Parks Restroom Improvements Program			\$ 500,000.00	\$ 1,000,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	-	-	-
Park Restroom Projects	Parks & Recreation	\$ 500,000.00	\$ 1,000,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	PIF	PIF, Grants, Taxes	
Park Sidewalk and Path Improvements Program			\$ 65,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	-	-	-
Park Sidewalk Repair Projects	Facilities Management	\$ 65,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	Taxes	Taxes	
Playground Improvements Program			\$ 1,179,842.35	\$ 1,800,000.00	\$ 1,800,000.00	\$ 1,800,000.00	\$ 1,800,000.00	\$ 1,800,000.00	-	-	-
Playground Improvements Projects	Parks & Recreation	\$ 1,179,842.35	\$ 1,800,000.00	\$ 1,800,000.00	\$ 1,800,000.00	\$ 1,800,000.00	\$ 1,800,000.00	\$ 1,800,000.00	Telshor, PIF	PIF, Grants, Taxes	
Skate Park Improvements	Parks & Recreation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-
Park Improvements - Future			\$ -	\$ 11,060,000.00	\$ 9,750,000.00	\$ 6,150,000.00	\$ 288,846.00	\$ 1,399,614.00	-	-	-
Burn Lake Improvements	Parks & Recreation	\$ -	\$ 3,500,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ -	\$ -	\$ -	-	-	PIF, Grants, Taxes, Bonds
Four Field Baseball/Softball Complex	Parks & Recreation	\$ -	\$ 6,450,000.00	\$ 6,000,000.00	\$ 3,000,000.00	\$ -	\$ -	\$ -	-	-	PIF, Grants, Taxes, Bonds
Frenger Park Tennis to Mini-pitch Court Conversion	Parks & Recreation	\$ -	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	PIF, Grants, Taxes, Bonds
Parks and Fields Lighting Program			\$ -	\$ 235,000.00	\$ 600,000.00	\$ -	\$ -	\$ -	-	-	-
Pioneer Park Lighting	Parks & Recreation	\$ -	\$ 185,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	PIF, Grants, Taxes, Bonds
Munson Garden Park Lighting	Parks & Recreation	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	PIF, Grants, Taxes, Bonds
Sports Field Lighting	Parks & Recreation	\$ -	\$ -	\$ 600,000.00	\$ -	\$ -	\$ -	\$ -	-	-	PIF, Grants, Taxes, Bonds
Parks Parking Lot Program			\$ -	\$ 375,000.00	\$ -	\$ -	\$ -	\$ -	-	-	-
Maag Ballfield Parking Lot Rehabilitation	Parks & Recreation	\$ -	\$ 375,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	Grants, Taxes, Bonds
Parks and Recreational Facilities Enhancements	Parks & Recreation	\$ -	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	-	-	Grants, Taxes, Bonds
Legacy Parks Improvements Program			\$ -	\$ -	\$ -	\$ -	\$ 138,846.00	\$ 1,249,614.00	-	-	-
Salopek/ Stull Park Expansion and Improvements	Parks & Recreation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 138,846.00	\$ 1,249,614.00	-	-	PIF, Grants, Taxes, Bonds
SUBTOTAL			\$9,462,732.31	\$ 22,846,590.00	\$ 15,474,007.19	\$ 11,380,000.00	\$ 5,643,846.00	\$ 6,879,614.00			

Parks New			\$	\$	\$	\$	\$	\$		
Parks - New - Newly Funded			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
Parks - New - Carryover			\$ 4,270,123.90	\$ 5,454,317.00	\$ 920,000.00	\$ 920,000.00	\$ 920,000.00	\$ 920,000.00	-	-
Bike Park	Parks & Recreation	\$ 2,000,000.00	\$ 3,601,690.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	Grants, PIF
Chandler Tank Park Phase 1	Parks & Recreation	\$ 465,813.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	Bond, Taxes, PIF
Developer Neighborhood Park Reimbursement	Parks & Recreation	\$ 1,054,895.22	\$ 920,000.00	\$ 920,000.00	\$ 920,000.00	\$ 920,000.00	\$ 920,000.00	\$ 920,000.00	PIF	PIF
East Mesa Public Safety Area Park	Parks & Recreation	\$ 100,000.00	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	PIF
Highland Park	Parks & Recreation	\$ 142,589.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	PIF, Taxes
Veteran's Memorial Park Enhancements	Parks & Recreation	\$ 235,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	Capital Outlay
Villa Mora Dam Park	Parks & Recreation	\$ 271,825.60	\$ 732,627.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	PIF
Parks - New - Annual			\$ 793,250.00	\$ 1,824,000.00	\$ 1,824,000.00	\$ 1,824,000.00	\$ 1,824,000.00	\$ 1,824,000.00	-	-
Land Acquisition, Planning, and Design for Parks	Parks & Recreation	\$ 293,250.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	PIF	PIF
Neighborhood Parks	Parks & Recreation	\$ 500,000.00	\$ 1,524,000.00	\$ 1,524,000.00	\$ 1,524,000.00	\$ 1,524,000.00	\$ 1,524,000.00	\$ 1,524,000.00	PIF	PIF
Parks - New - Future			\$ -	\$ -	\$ -	\$ 612,200.00	\$ 4,073,400.00	\$ 4,073,400.00	-	-
Metro Verde Community Park	Parks & Recreation	\$ -	\$ -	\$ -	\$ -	\$ 612,200.00	\$ 4,073,400.00	\$ 4,073,400.00	-	PIF
SUBTOTAL			\$ 5,063,373.90	\$ 7,278,317.00	\$ 2,744,000.00	\$ 3,356,200.00	\$ 6,817,400.00	\$ 6,817,400.00		

CITY OF LAS CRUCES

Capital Improvements Program (CIP)

AMENDED JULY 20, 2026

			FY2027 - FY2032						
Public Facilities			\$	\$	\$	\$	\$	\$	
Public Facilities - Newly Funded			\$4,640,000.00	\$ 2,962,940.00	\$ 156,470.00	\$ 156,470.00	\$ 156,470.00	\$ -	
Facilities Deferred Maintenance Projects	Facilities Management	\$725,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GRT
Amador Health Title and Floor Drain			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Fleet Heavy Shop Repairs			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Munson Restroom Rehabilitation			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Various Facilities Deferred Maintenance Projects			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Parking Lots Program									
Citywide Parking Lots Rehabilitation Projects	Facilities Management	\$1,390,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GRT
Downtown Parking Lot 3 & 4			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Frank O' Brien Center Parking Lot			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Maag Parking Lot Project			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Various Parking Lots Rehabilitation Projects			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Roof Replacement Program									
Citywide Roof Preservation and Rehabilitation Projects	Facilities Management	\$2,400,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GRT
Castaneda Building Re-Roof			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
LCPD Academy Roof Rehabilitation			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Various Preservation and Rehabilitation Roof Projects									-
Security & Fire Alarm Program									
Security & Fire Alarm Projects	Facilities Management	\$125,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GRT
Frank O'Brien Surveillance Upgrade			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Camp Hope Fire Alarm Upgrade			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Municipal Court Fire Alarm Upgrade			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Eastside Purchase and Renovation	Quality of Life	\$ -	\$ 2,575,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Grants
Pending 2026 Legislative Appropriation			\$ 1,025,000.00						Capital Outlay, Grants
WIA Building (Women's Improvement Association) Rehabilitation	Facilities Management	\$ -	\$ 387,940.00	\$ 156,470.00	\$ 156,470.00	\$ 156,470.00	\$ -	\$ -	Capital Outlay, Grants
Pending 2026 Legislative Appropriation			\$ 900,000.00						
Public Facilities - Carryover			\$ 18,449,862.96	\$ 38,238,997.00	\$ 38,090,529.00	\$ 18,798,226.00	\$ 3,785,248.00	\$ 1,026,805.00	
Benavidez Community Center Improvements	Quality of Life	\$ 82,465.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Capital Outlay
Branigan Cultural Center Improvements	Quality of Life	\$ 1,000,000.00	\$ 1,000,000.00	\$ 2,000,000.00	\$ 1,200,000.00	\$ -	\$ -	\$ -	Grants
Direct Current Fast Charging (DCFC) for Electric Vehicles	Sustainability	\$ 522,420.08	\$ 2,113,680.00	\$ -	\$ -	\$ -	\$ -	\$ -	Grants
East Mesa Public Recreational Complex	Public Works	\$ 1,514,751.53	\$ 10,000,000.00	\$ 10,000,000.00	\$ 10,000,000.00	\$ 2,785,248.00	\$ 26,805.00	\$ -	Capital Outlay, PIF, Bonds, Taxes
Pending 2026 Legislative Appropriation			\$ 250,000.00						
Electrical Vehicle Fleet Chargers	Facilities Management	\$ 46,618.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Taxes
Facility Renovation and Expansion			\$ 10,443,094.24	\$ 17,560,642.00	\$ 18,107,495.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	
MoNaS Nature Center Redesign	Public Works	\$ 445,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Capital Outlay
East Mesa Multi-Generational Center Expansion (Sage Café)	Quality of Life	\$ 3,052,170.00	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Grants
Amador Hotel Renovation	Quality of Life	\$ 4,344,433.10	\$ 2,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ -	TIDD, Grants
Branigan Library Renovation and Expansion	Quality of Life	\$ 1,008,607.85	\$ 15,310,642.00	\$ 17,107,495.00	\$ -	\$ -	\$ -	\$ -	TIDD, Capital Outlay
Pending 2026 Legislative Appropriation			\$ 1,700,000.00						
Meerscheidt Recreation Center - Remodel/Expansion	Parks & Recreation	\$ 1,352,114.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
Munson Senior Center Renovations	Quality of Life	\$ 240,269.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants
GO Bond 2022- E. Mesa Recreation Complex	Public Works	\$ 200,188.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
GO Bond 2022- Parks Improvements	Public Works	\$ 990,449.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds
Municipal Court Rehabilitation	Facilities Management	\$ 50,930.53	\$ 6,668,226.00	\$ 6,598,226.00	\$ 6,598,226.00	\$ -	\$ -	\$ -	Bonds
Plaza Shade Structures	Economic Development	\$ 2,423,856.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	TIDD
Public Art Rollover Funding	Quality of Life	\$ 88,837.25	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Taxes
Roof Replacement Program			\$ 1,086,250.00	\$ 696,449.00	\$ 1,384,808.00	\$ -	\$ -	\$ -	
Museum of Art/MoNaS Re-Roof	Facilities Management	\$ 815,000.00	\$ 578,449.00	\$ 1,384,808.00	\$ -	\$ -	\$ -	\$ -	Bonds, TIDD
Rio Grande Theater Re-Roof	Facilities Management	\$ 271,250.00	\$ 118,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	TIDD

CITY OF LAS CRUCES

Capital Improvements Program (CIP)

AMENDED JULY 20, 2026

		FY2027 - FY2032									
Public Facilities (continuation)		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Public Facilities - Annual		\$ 848,923.00	\$ 6,148,427.00	\$ 3,163,600.00	\$ 3,163,600.00	\$ 3,163,600.00	\$ 3,163,600.00	\$ 3,163,600.00	\$ 3,163,600.00	-	-
Convention Center FF&E	Visit Las Cruces	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	-	-
Downtown Parking Lot	Facilities Management	\$ -	\$ 280,500.00	\$ 280,500.00	\$ 280,500.00	\$ 280,500.00	\$ 280,500.00	\$ 280,500.00	\$ 280,500.00	TIDD	TIDD
Facilities ADA Program		\$ 297,000.00	\$ 301,000.00	\$ 261,000.00	\$ 261,000.00	\$ 261,000.00	\$ 261,000.00	\$ 261,000.00	\$ 261,000.00	-	-
ADA Facilities Compliance Projects	Facilities Management	\$ 297,000.00	\$ 301,000.00	\$ 261,000.00	\$ 261,000.00	\$ 261,000.00	\$ 261,000.00	\$ 261,000.00	\$ 261,000.00	Capital Outlay	Grants
Facility Parking Lot Program		\$ 102,300.00	\$ 1,000,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	-	-
General Facilities Improvement Projects	Facilities Management	\$ 102,300.00	\$ 1,000,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	-	-
Generator Buffer Program		\$ -	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	-	-
Generator Buffer Projects	Facilities Management	\$ -	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	-	Taxes
Generator Replacement Program		\$ -	\$ 622,500.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	-	-
Generator Replacement Projects	Facilities Management	\$ -	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	-	-
East Mesa Center Emergency Generator (Sage Café)	Quality of Life	\$ -	\$ 422,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes
Parks Parking Lots		\$ -	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	-	-
Parks Parking Lot Projects	Parks & Recreation	\$ -	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	TIDD	Taxes, TIDD
Roof Replacement Program		\$ 199,623.00	\$ 1,388,927.00	\$ 336,600.00	\$ 336,600.00	\$ 336,600.00	\$ 336,600.00	\$ 336,600.00	\$ 336,600.00	-	-
Facility Roof Replacement Projects	Facilities Management	\$ 199,623.00	\$ 1,072,146.00	\$ 336,600.00	\$ 336,600.00	\$ 336,600.00	\$ 336,600.00	\$ 336,600.00	\$ 336,600.00	TIDD	Taxes, TIDD
Meerscheidt Recreation Center Re-Roof	Facilities Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
Castaneda Building Re-Roof	Facilities Management	\$ -	\$ 316,781.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
Safety, Health, Environmental & Emergency		\$ 175,000.00	\$ 2,050,500.00	\$ 1,080,500.00	\$ 1,080,500.00	\$ 1,080,500.00	\$ 1,080,500.00	\$ 1,080,500.00	\$ 1,080,500.00	-	-
City Security (Callesitas)	Facilities Management	\$ 175,000.00	\$ 555,500.00	\$ 255,500.00	\$ 255,500.00	\$ 255,500.00	\$ 255,500.00	\$ 255,500.00	\$ 255,500.00	TIDD, Capital Outlay, Other	Grants, TIDD
City Vacant /Abandoned Lots	Facilities Management	\$ -	\$ 825,000.00	\$ 825,000.00	\$ 825,000.00	\$ 825,000.00	\$ 825,000.00	\$ 825,000.00	\$ 825,000.00	TIDD, Capital Outlay, Other	-
Security & Fire Alarm Program	Facilities Management	\$ -	\$ 670,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
Public Facilities - Future		\$ -	\$ 11,605,500.00	\$ 66,435,000.00	\$ 62,993,500.00	\$ 18,025,000.00	\$ 36,015,000.00	\$ -	\$ -	-	-
Branch Library	Quality of Life	\$ -	\$ -	\$ 2,000,000.00	\$ 1,500,000.00	\$ -	\$ -	\$ 20,000,000.00	\$ -	-	Taxes, Grants, Bonds
City of Las Cruces Multi-use Gymnasiums	Parks & Recreation	\$ -	\$ -	\$ 1,400,000.00	\$ 12,600,000.00	\$ 1,200,000.00	\$ 10,800,000.00	\$ -	\$ -	-	PIF, Grants, Bonds, Taxes
Convention Center Expansion, Maintenance and Repairs	Visit Las Cruces	\$ -	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
Facility Renovation and Expansion		\$ -	\$ 4,740,500.00	\$ 28,350,000.00	\$ 1,311,000.00	\$ -	\$ -	\$ -	\$ -	-	-
Branigan Library Rehabilitation	Facilities Management	\$ -	\$ 249,500.00	\$ 2,750,000.00	\$ 1,111,000.00	\$ -	\$ -	\$ -	\$ -	-	Taxes, TIDD, Grants, Bonds
Munson Center Bathrooms	Quality of Life	\$ -	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	Taxes, TIDD, Grants, Bonds
Museum Complex Renovation and Expansion	Quality of Life	\$ -	\$ 2,600,000.00	\$ 23,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	Taxes, TIDD, Grants, Bonds
Railroad Museum Exterior Improvements	Quality of Life	\$ -	\$ 375,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	Taxes, TIDD, Grants, Bonds
Rio Grande Theater Remediation	Economic Development	\$ -	\$ 966,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
Safe Haven/ Fielder House Remodel	Parks & Recreation	\$ -	\$ 100,000.00	\$ 600,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	Taxes, TIDD, Grants, Bonds
Sage Café Library Expansion	Quality of Life	\$ -	\$ 200,000.00	\$ 2,000,000.00	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	-	Taxes, TIDD, Grants, Bonds
Facility Parking Lot Program		\$ -	\$ 1,250,000.00	\$ 575,000.00	\$ 575,000.00	\$ 575,000.00	\$ 575,000.00	\$ 575,000.00	\$ 575,000.00	-	-
Frank O' Brien Center Parking Lot Rehabilitation	Facilities Management	\$ -	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes, Bonds
Meerscheidt Recreation Center Parking Lot	Facilities Management	\$ -	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00	-	Grants, Taxes, Bonds
Municipal Court Parking Lot (Downtown Lot #4)	Facilities Management	\$ -	\$ 425,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes, Bonds
Parks Parking Lot Rehabilitation Projects	Facilities Management	\$ -	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	-	Grants, Taxes, Bonds
High/Low Ropes and Challenge Course	Parks & Recreation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000.00	\$ -	-	Taxes, TIDD
Legends West Facility Master Plan	Parks & Recreation	\$ -	\$ 150,000.00	\$ -	\$ -	\$ 15,000,000.00	\$ -	\$ -	\$ -	-	Taxes, TIDD, Grants, Bonds
Munson Center Floor	Quality of Life	\$ -	\$ 750,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	Taxes, TIDD, Grants, Bonds
Museum System Collections Storage	Quality of Life	\$ -	\$ -	\$ -	\$ 9,500,000.00	\$ -	\$ -	\$ -	\$ -	-	Taxes, TIDD, Grants, Bonds
Multi-Use Recreation Center	Parks & Recreation	\$ -	\$ 1,800,000.00	\$ 31,500,000.00	\$ 34,600,000.00	\$ -	\$ -	\$ -	\$ -	-	PIF, Grants, Taxes, Bonds
Pickleball Tournament Complex	Parks & Recreation	\$ -	\$ -	\$ -	\$ -	\$ 600,000.00	\$ 3,640,000.00	\$ -	\$ -	-	Taxes, PIF, Grants, Bonds
Plugged in for Good Community Resilience & Energy Hub	Sustainability	\$ -	\$ 295,000.00	\$ 1,900,000.00	\$ 2,032,500.00	\$ -	\$ -	\$ -	\$ -	-	Taxes, Grants, Bonds
Railroad Museum Reinterpretation	Quality of Life	\$ -	\$ 350,000.00	\$ 60,000.00	\$ 225,000.00	\$ -	\$ -	\$ -	\$ -	-	Taxes, Grants, Bonds
East Mesa Bataan Memorial Outdoor Pool - Ground Stabilization	Parks & Recreation	\$ -	\$ 1,200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	Bonds, Grants, Taxes
Safety, Health, Environmental & Emergency		\$ -	\$ 650,000.00	\$ 650,000.00	\$ 650,000.00	\$ 650,000.00	\$ 650,000.00	\$ 650,000.00	\$ 650,000.00	-	-
Rehabilitation and Demolition of Vacant Buildings	Facilities Management	\$ -	\$ 650,000.00	\$ 650,000.00	\$ 650,000.00	\$ 650,000.00	\$ 650,000.00	\$ 650,000.00	\$ 650,000.00	-	Taxes, Grants, Bonds
Sage Cafe Parking Lot Rehabilitation	Quality of Life	\$ -	\$ 185,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	Taxes, Grants, Bonds
Senior Programs Master Plan	Quality of Life	\$ -	\$ 145,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	Taxes, Grants
Youth Development and Diversion Building Shade Structures	Parks & Recreation	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	Taxes, Grants
SUBTOTAL		\$23,938,785.96	\$ 58,955,864.00	\$ 107,845,599.00	\$ 85,111,796.00	\$ 25,130,318.00	\$ 40,205,405.00				

CITY OF LAS CRUCES

Capital Improvements Program (CIP)

AMENDED JULY 20, 2026

		FY2027 - FY2032									
Public Safety		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Public Safety - Newly Funded		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public Safety - Carryover		\$ 21,247,129.41	\$ 10,997,163.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Station 4 Remodel	Fire Department	\$ 504,683.30	\$ 1,097,163.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Station 9 Build	Public Works	\$ 5,350,895.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds	Grants, Bonds, Taxes	\$ -
Police Department Building Renovation	Police Department	\$ -	\$ 400,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Bonds, Taxes	\$ -
Police Driving Track	Police Department	\$ 2,500,000.00	\$ 3,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	GRT	Capital Outlay, Grant, Taxes	\$ -
Pending 2026 Legislative Appropriation			\$ 2,090,000.00								
Police Department Vehicles and Equipment		\$ 18,913.17	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Statewide Critical Incident Response Vehicles	Police Department	\$ 18,913.17	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Capital Outlay	Capital Outlay, Grant, Taxes	\$ -
Safety, Health, Environmental & Emergency		\$ 12,872,637.48	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Downtown Safety Bollards	Visit Las Cruces	\$ -	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Taxes, Grants	\$ -
MIH and CIT response station	Fire Department	\$ 11,052,400.57	\$ 3,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Bonds, Capital Outlay	Grants, Bonds, Taxes	\$ -
Real Time Crime Center (RTCC)	Police Department	\$ 1,820,236.91	\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Capital Outlay	Grants, Bonds, Taxes	\$ -
Pending 2026 Legislative Appropriation			\$ 100,000.00						Capital outlay	Capital Outlay, Grant, Taxes, Loan	\$ -
Public Safety - Annual		\$ 6,500,000.00	\$ 5,363,568.00	\$ 240,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Department Vehicles and Equipment Program		\$ 5,000,000.00	\$ 3,488,000.00	\$ 240,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Apparatus		\$ 5,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GRT	\$ -	\$ -
Fire Station Equipment	Fire Department	\$ -	\$ 480,000.00	\$ 240,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Bonds, Taxes	\$ -
Fire Station Vehicles	Fire Department	\$ -	\$ 3,008,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds Taxes	\$ -
Fire Station Improvements		\$ -	\$ 928,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Station 1 Safety Improvements	Fire Department	\$ -	\$ 928,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Capital Outlay	\$ -
Pending 2026 Legislative Appropriation			\$ 72,000.00								
Police Department Vehicles and Equipment Program		\$ 1,500,000.00	\$ 947,568.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public Safety Regional Communication System Improvements	Police Department	\$ -	\$ 500,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Bonds, Taxes	\$ -
Public Safety Vehicles		\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GRT	\$ -	\$ -
Public Safety Vehicles - Bearcat	Police Department	\$ -	\$ 347,068.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Bonds, Taxes	\$ -
Public Safety Vehicle SWAT Command Vehicle	Police Department	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Bonds, Taxes	\$ -
Public Safety - Future		\$ -	\$ 69,699,392.00	\$ 121,975,000.00	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Downtown Public Safety Complex	Police Department	\$ -	\$ -	\$ 60,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds, Taxes	\$ -
Fire Training Facility Classroom and Restrooms		\$ -	\$ 2,500,000.00	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Taxes	\$ -
Fires Station Security		\$ -	\$ 350,000.00	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	Grants, Taxes	\$ -
Fire Stations Improvements		\$ -	\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Station 2 Remodel	Fire Department	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Taxes	\$ -
Fire Station 5 Remodel	Fire Department	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Taxes	\$ -
Facility Parking Lot Program		\$ -	\$ 190,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Police North Parking Lot Fencing	Police Department	\$ -	\$ 140,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Bonds, Taxes	\$ -
Police Parking Lot Resurfacing	Police Department	\$ -	\$ 50,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Bonds, Taxes	\$ -
Roof Replacement Program		\$ -	\$ 2,852,473.00	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCPD Main Re-Roof	Police Department	\$ -	\$ 2,498,473.00	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Taxes, Bonds	\$ -
LCPD Police Academy Re-Roof	Police Department	\$ -	\$ 354,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Taxes, Bonds	\$ -
Police Department Equipment		\$ -	\$ 2,700,000.00	\$ 700,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Police Department Equipment - Axon Body Cameras	Police Department	\$ -	\$ 350,000.00	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Bonds, Taxes	\$ -
Police Department Equipment - Mobile Data Terminals	Police Department	\$ -	\$ 350,000.00	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Bonds, Taxes	\$ -
Public Safety Smart Technology	Police Department	\$ -	\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Bonds, Taxes	\$ -
Police Emergency Vehicles	Police Department	\$ -	\$ 1,305,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, PSIF, Taxes	\$ -
Police Department Mobile Operation Command Vehicle	Police Department	\$ -	\$ 701,919.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Bonds, Taxes	\$ -
Police/Fire Training Facility - Design/Construct	Police Department	\$ -	\$ 45,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds, Grants, PSIF, Taxes	\$ -
Police/Fire Training Facility - Furniture, Fixtures, and Equipment	Police Department	\$ -	\$ 1,230,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, PSIF, Taxes	\$ -
Solar Canopy Protective Screen	Police Department	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Bonds, Taxes	\$ -
Southwest Station Build	Fire Department	\$ -	\$ 10,850,000.00	\$ 60,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Bonds, Taxes	\$ -
SUBTOTAL		\$ 27,747,129.41	\$ 86,060,123.00	\$ 122,215,000.00	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF LAS CRUCES

Capital Improvements Program (CIP)

AMENDED JULY 20, 2026

FY2027 - FY2032											
Public Transit	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Public Transit - Newly Funded	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public Transit - Carryover	\$ 6,939,049.88	\$ 11,387,325.00	\$ 340,525.00	\$ 340,525.00	\$ 340,525.00	\$ 340,525.00	\$ -	\$ -	\$ -	\$ -	\$ -
Resiliency Program	\$ 100,000.00	\$ 5,346,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mesilla Valley Intermodal Transit Terminal (MVITT) Inductive Charging	\$ 100,000.00	\$ 5,346,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants	Grants, Taxes	
Municipal Service Center - Transit	\$ 151,982.53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants	Grants, Taxes	
Electric Buses	\$ 6,346,542.35	\$ 5,700,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants	Grants, Taxes	
Transit Vehicles 26	\$ 340,525.00	\$ 340,525.00	\$ 340,525.00	\$ 340,525.00	\$ 340,525.00	\$ 340,525.00	\$ -	\$ -		Grants, Taxes	
Public Transit - Annual	\$ -	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ -			
Transit Facilities Improvement Program	\$ -	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ -		Grant, Taxes	
Public Transit - Future	\$ -	\$ 6,350,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Battery Storage	\$ -	\$ 3,150,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Grant, Taxes	
Solar Array	\$ -	\$ 3,200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Grant, Taxes	
SUBTOTAL	\$ 6,939,049.88	\$ 17,812,325.00	\$ 415,525.00	\$ 415,525.00	\$ 415,525.00	\$ 415,525.00	\$ 75,000.00				
Resiliency	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Resiliency - Newly Funded	\$ -	\$ 10,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
South Fork Moreno (Water Retention Pond)	\$ -	\$ 10,000,000.00								Grants, Bonds, Taxes	
Pending 2026 Legislative Appropriation	\$ -	\$ 1,000,000.00									
Resiliency - Carryover	\$ 1,302,683.76	\$ 5,022,174.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Resiliency Program	\$ 1,132,030.80	\$ 5,022,174.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Resiliency Projects	\$ 755,642.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Taxes	Grants, Taxes, Bonds	
Casa Linda Acres Reconstruction	\$ 376,387.90	\$ 4,522,174.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Taxes	Grants, Taxes, Bonds	
East Mesa Roads and Drainage	\$ -	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	\$ -		Grants, Taxes, Bonds	
Solar Photovoltaic/Storage Projects	\$ 170,652.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants		
Resiliency - Annual	\$ 3,243,375.00	\$ 600,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ -			
Drainage Infrastructure Improvements	\$ 3,143,375.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ -			
Drainage Infrastructure Improvements	\$ 3,143,375.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ -	Taxes		
Resiliency Program	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Storm Water System Mapping	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Resiliency - Future	\$ -	\$ 5,800,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Fleet Electric Vehicle Chargers	\$ -	\$ 400,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Grants, Taxes, Bonds	
Hadley Ave Complex Recreation Rehabilitation	\$ -	\$ 5,200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Grants, Taxes	
Public Electric Vehicle Chargers	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Grants, Taxes	
SUBTOTAL	\$ 4,546,058.76	\$ 21,422,174.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 500,000.00	\$ 500,000.00				
Streets - New	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Streets - New - Newly Funded	\$ -	\$ 15,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mesa Grande Drive Extension	\$ -	\$ 15,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pending 2026 Legislative Appropriation	\$ -	\$ 2,050,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Grants, Taxes, Bonds	
Streets - New - Carryover	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streets - New - Annual	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streets - New - Future	\$ -	\$ 37,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Las Cruces Innovation & Industrial Park (LCIIP) Infrastructure Improvements	\$ -	\$ 5,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
High Mesa Road	\$ -	\$ 32,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Taxes, Bonds	
SUBTOTAL	\$ -	\$ 52,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		

CITY OF LAS CRUCES

Capital Improvements Program (CIP)

AMENDED JULY 20, 2026

FY2027 - FY2032										
Streets Improvements	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Streets Improvements - Newly Funded	\$ -	\$ 28,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Engler Rd From Del Rey Blvd to Thurmond Road Public Works	\$ -	\$ 28,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grants, Taxes
Pending 2026 Legislative Appropriation		\$ 1,000,000.00								-
Streets Improvements - Carryover	\$ 21,931,056.47	\$ 14,331,837.00	\$ 1,570,000.00	\$ 6,850,000.00	\$ 1,570,000.00	\$ 1,570,000.00	\$ -	\$ -	\$ -	-
Complete Streets	\$ 208,891.43	\$ 802,062.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	\$ -	-
Complete Streets Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
East Mesa Roads and Drainage Public Works	\$ -	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	Grants, Taxes	Grants, Capital Outlay		
University Area Complete Streets Public Works	\$ 208,891.43	\$ 302,062.00	\$ -	\$ -	\$ -	\$ -	-	Capital Outlay	Grants, Taxes	
Casa Linda Acres Reconstruction Public Works	\$ 2,434,989.31	\$ 4,522,174.00	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes	Grants, Capital Outlay	
Downtown Street Improvements	\$ 7,333,503.80	\$ -	\$ -	\$ 5,280,000.00	\$ -	\$ -	-	-	-	-
Alameda Blvd - S. Main St to W Las Cruces Ave Public Works	\$ 750,000.00	\$ -	\$ -	\$ 5,280,000.00	\$ -	\$ -	-	TIDD, Taxes	Grants, Taxes	
Campo Street Design and Reconstruction Public Works	\$ 6,583,503.80	\$ -	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes, TIDD	-	
E Lohman Ave & S Walnut St Traffic Signal MAP Public Works	\$ 1,001,182.56	\$ 286,667.00	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes	Grants, Taxes, Bond	
Johnson St - Rouault Ave to Topley Ave Public Works	\$ 108,928.44	\$ 631,424.00	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes	Grants, Capital Outlay	
Lift Up Las Cruces - Street Improvements	\$ 1,567,773.64	\$ 1,800,000.00	\$ -	\$ -	\$ -	\$ -	-	-	-	-
Sacramento St - Poplar Ave to Oasis Ave Public Works	\$ 1,567,773.64	\$ 1,800,000.00	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes	Grants, Taxes	
Madrid Ave Extension - Evelyn St to N Triviz Dr Public Works	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes	Grants, Capital Outlay	
N Alameda Blvd & Hoagland Rd Intersection Improvements Public Works	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	-	GRT	-	
Median Landscaping Program	\$ 422,331.12	\$ 1,070,000.00	\$ 1,070,000.00	\$ 1,070,000.00	\$ 1,070,000.00	\$ 1,070,000.00	-	-	-	-
Medians Projects Parks & Recreation	\$ 422,331.12	\$ 1,070,000.00	\$ 1,070,000.00	\$ 1,070,000.00	\$ 1,070,000.00	\$ 1,070,000.00	Grants, Taxes	Grants, Taxes		
Street Lighting & Traffic Signal Maintenance Program	\$ 896,694.84	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	-
Mesquite Historic District Public Works	\$ 896,694.84	\$ -	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes	Grants, Capital Outlay	
South Main St - Avenida de Mesilla to Boutz Public Works	\$ 2,449,046.00	\$ 5,219,510.00	\$ -	\$ -	\$ -	\$ -	-	Bonds & Loans	Grants, Capital Outlay	
Telshor Spruce Intersection Improvements Public Works	\$ 3,058,553.57	\$ -	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes	Grants, Capital Outlay	
Traffic Signal Program	\$ 949,161.76	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	-
Bataan Memorial at Rinconada Public Works	\$ 949,161.76	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	-
Streets Improvements - Annual	\$ 5,287,615.00	\$ 12,065,525.00	\$ 16,815,525.00	\$ 14,460,525.00	\$ 1,360,525.00	\$ 1,360,525.00	-	-	-	-
Drainage Infrastructure Improvements	\$ 15,450.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	-	-	-	-
CO-OP Match Public Works	\$ 15,450.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	80,000.00	Taxes	Grants, Capital Outlay	
Land Acquisition - Public Works Public Works	\$ 243,740.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	-	Grants, Taxes	Grants, Capital Outlay	
Materials Testing Public Works	\$ 240,000.00	\$ 240,000.00	\$ 240,000.00	\$ 240,000.00	\$ -	\$ -	-	Grants, Taxes	Grants, Capital Outlay	
Municipal Arterial Program (M.A.P.) Match Public Works	\$ 75,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	165,000.00	Taxes	Taxes	
Neighborhood Traffic Calming Program	\$ -	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -	-	-	-	-
Neighborhood Traffic Calming Program Public Works	\$ -	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -	-	Grants, Taxes	Grants, Capital Outlay	
Pavement Condition Index Improvements	\$ 1,600,000.00	\$ 6,300,000.00	\$ 6,300,000.00	\$ 6,300,000.00	\$ -	\$ -	-	-	-	-
Pavement Condition Index Improvements Public Works	\$ 1,600,000.00	\$ 6,300,000.00	\$ 6,300,000.00	\$ 6,300,000.00	\$ -	\$ -	-	Grants, Taxes	Grants, Capital Outlay	
Pavement Marking Program	\$ 198,900.00	\$ 250,000.00	\$ 500,000.00	\$ 250,000.00	\$ -	\$ -	-	-	-	-
Pavement Marking Program Public Works	\$ 198,900.00	\$ 250,000.00	\$ 500,000.00	\$ 250,000.00	\$ -	\$ -	-	Grants, Taxes	Grants, Capital Outlay	
Roadway Maintenance Program	\$ 1,789,000.00	\$ 2,565,000.00	\$ 2,565,000.00	\$ 460,000.00	\$ 460,000.00	\$ 460,000.00	-	-	-	-
Chip Seal Program Public Works	\$ 200,000.00	\$ 210,000.00	\$ 210,000.00	\$ 210,000.00	\$ 210,000.00	\$ 210,000.00	210,000.00	Grants, Taxes	Grants, Capital Outlay	
Roadway Maintenance Program Public Works	\$ 1,339,000.00	\$ 2,105,000.00	\$ 2,105,000.00	\$ -	\$ -	\$ -	-	Grants, Taxes	Grants, Capital Outlay	
Unpaved Roads Public Works	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	250,000.00	Grants, Taxes	Grants, Capital Outlay	
Street Lighting & Traffic Signal Maintenance Program	\$ 700,000.00	\$ 1,000,000.00	\$ 5,500,000.00	\$ 5,500,000.00	\$ 500,000.00	\$ 500,000.00	-	-	-	-
Street Lighting and Traffic Signal Maintenance Public Works	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	500,000.00	Grants, Taxes	Grants, Capital Outlay	
Las Cruces Street Lighting Management System Public Works	\$ 200,000.00	\$ 500,000.00	\$ 5,000,000.00	\$ 5,000,000.00	\$ -	\$ -	-	Capital Outlay	Grants, Capital Outlay	
Street Lighting Management System Public Works	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	-
Traffic Signal Program	\$ 300,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ -	\$ -	-	-	-	-
Transportation System Modernization (ITS) Public Works	\$ 300,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ -	\$ -	-	Capital Outlay	Grants, Taxes	
Weed Control & Maintenance Program	\$ 125,525.00	\$ 155,525.00	\$ 155,525.00	\$ 155,525.00	\$ 155,525.00	\$ 155,525.00	-	-	-	-
Weed Control & Maintenance Program Public Works	\$ 125,525.00	\$ 155,525.00	\$ 155,525.00	\$ 155,525.00	\$ 155,525.00	\$ 155,525.00	155,525.00	Grants, Taxes	Grants, Capital Outlay	
SUBTOTAL	\$ 27,218,671.47	\$ 11,350,525.00	\$ 16,100,525.00	\$ 13,745,525.00	\$ 1,195,525.00	\$ 1,195,525.00	\$ -	\$ -	\$ -	-

CITY OF LAS CRUCES

Capital Improvements Program (CIP)

AMENDED JULY 20, 2026

FY2027 - FY2032											
Streets Improvements (continuation)		\$	\$	\$	\$	\$	\$	\$	\$	\$	
Streets Improvements - Future		\$ -	\$ 68,122,025.93	\$ 25,490,374.96	\$ 14,437,427.87	\$ 3,290,000.00	\$ 18,130,000.00	-	-	-	-
Advancement Ave Expansion	Economic Development	\$ -	\$ 516,383.56	\$ -	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes, TIDD
Armijo St - W Organ Ave to W Mountain Ave	Public Works	\$ -	\$ 2,240,000.00	\$ 1,800,000.00	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes, Bonds
Armijo St - W Picacho Ave to Parker Rd	Public Works	\$ -	\$ 1,450,000.00	\$ -	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes
Aspen Ave-Sequoia Ave to S Valley Dr	Public Works	\$ -	\$ -	\$ 3,475,600.00	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes
Brownlee Ave- N Miranda St to N Alameda Blvd	Public Works	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,070,000.00	-	-	-	Grants, Taxes
Colorado Ave - Campo St to Esperanza St	Public Works	\$ -	\$ 2,635,000.00	\$ -	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes
Crescent Dr- E Farney Ln to E Farney Ln	Public Works	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,100,000.00	-	-	-	Grants, Taxes
Downtown Street Improvements	Public Works	\$ -	\$ 750,000.00	\$ -	\$ -	\$ -	\$ -	-	-	-	-
Alameda Blvd - Las Cruces Ave to Picacho Ave	Public Works	\$ -	\$ 750,000.00	\$ -	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes
E Lohman Ave Widening	Public Works	\$ -	\$ 14,000,000.00	\$ 9,000,000.00	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes
Elm St & Tamarack Dr from Aspen Ave to Sequoia Ave	Public Works	\$ -	\$ -	\$ -	\$ 2,380,000.00	\$ -	\$ -	-	-	-	Grants, Taxes
Evelyn St - Madrid Ave to Ash Ave	Public Works	\$ -	\$ 3,600,000.00	\$ -	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes
Future Traffic Signal Program (New and Upgrade)	Public Works	\$ -	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	-	-	-	Grants, Taxes
Hatfield Rd - City Limits to Elks Dr	Public Works	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,950,000.00	-	-	-	Grants, Taxes, Bonds
Hayner Ave.- N. Valley Dr to N. Compress Rd and Sixth St- Hayner Ave to W. Hadley Ave	Public Works	\$ -	\$ 3,293,850.00	\$ -	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes
Hickory Dr & Sycamore Dr from Aspen Ave to Sequoia Ave	Public Works	\$ -	\$ -	\$ -	\$ -	\$ 2,540,000.00	\$ -	-	-	-	Grants, Taxes
Kilmer St - Spruce Ave to Ash Ave	Public Works	\$ -	\$ 2,157,000.00	\$ -	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes
La Fonda Dr - Idaho Ave to E.O.P.	Public Works	\$ -	\$ 1,200,000.00	\$ -	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes
Lees Dr- Lester Ave to Smith Ave	Public Works	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,610,000.00	-	-	-	Grants, Taxes
McClure Rd & Carlyle Dr Pond, Road & Drainage Improvements	Public Works	\$ -	\$ 2,347,363.42	\$ 1,603,249.24	\$ 882,427.87	\$ -	\$ -	-	-	-	Grants, Taxes
Med Park - Idaho Ave. to Perkins St.	Public Works	\$ -	\$ 2,545,300.00	\$ -	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes
Miranda Ave - Picacho Ave to Court Ave	Public Works	\$ -	\$ -	\$ 2,827,465.65	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes
Mountain Ave - Melendres St to Armijo St	Public Works	\$ -	\$ 2,542,986.00	\$ -	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes
Mountain Vista Parkway Expansion	Economic Development	\$ -	\$ 1,200,473.54	\$ -	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes, TIDD
Parkview - Espina to W Park Dr	Public Works	\$ -	\$ -	\$ 1,047,300.07	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes
Poplar Ave - Mesquite St to Santa Fe St	Public Works	\$ -	\$ 1,100,000.00	\$ -	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes
Princess Jeanne Dr - Luna St to Locust St	Public Works	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650,000.00	-	-	-	Grants, Taxes, Bonds
Rigsby Rd - Barker to Valley Dr	Public Works	\$ -	\$ -	\$ 850,000.00	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes
Rocket Drive Expansion	Economic Development	\$ -	\$ 5,956,316.41	\$ -	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes, TIDD
Sandhill Arroyo	Public Works	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes
Scoggins Ave-Sixth St to Sweet St	Public Works	\$ -	\$ 1,180,000.00	\$ -	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes
Sequoia Ave - Valley Dr to EOP	Public Works	\$ -	\$ 3,117,353.00	\$ -	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes
Solano Dr- Missouri to Lohman	Public Works	\$ -	\$ -	\$ -	\$ 10,375,000.00	\$ -	\$ -	-	-	-	Grants, Taxes
South Valley Dr Reconstruction - Avenida de Mesilla to Boutz	Public Works	\$ -	\$ 11,800,000.00	\$ -	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes
Street Lighting & Traffic Signal Maintenance Program	Public Works	\$ -	\$ 1,500,000.00	\$ -	\$ 50,000.00	\$ -	\$ -	-	-	-	-
Targeted Road and Lighting Improvements - Design	Public Works	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -	\$ -	-	-	-	Grants, Taxes
Lohman at Walnut and Walton Signal Improvement	Public Works	\$ -	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes
Sweet St- Hayner Ave to W. Hadley Ave	Public Works	\$ -	\$ -	\$ 1,761,760.00	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes
Westgate St - Amador Ave to Cul de Sac	Public Works	\$ -	\$ -	\$ 2,375,000.00	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes
Wilt Ave - Cortez Dr to Reynolds Dr	Public Works	\$ -	\$ 2,240,000.00	\$ -	\$ -	\$ -	\$ -	-	-	-	Grants, Taxes
SUBTOTAL		\$ 27,218,671.47	\$ 122,519,387.93	\$ 43,875,899.96	\$ 35,747,952.87	\$ 6,220,525.00	\$ 21,060,525.00				

CITY OF LAS CRUCES

Capital Improvements Program (CIP)

AMENDED JULY 20, 2026

FY2027 - FY2032									
Utilities		\$	\$	\$	\$	\$	\$	\$	
Utilities - Newly Funded		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Utilities - Carryover		\$ 72,168,387.90	\$ 17,049,780.00	\$ 23,325,284.00	\$ 15,192,971.00	\$ 22,806,502.00	\$ 10,309,595.00		-
FY 25 Water DWSRF Loan	Utilities	\$ 14,955,302.15	\$ -	\$ -	\$ -	\$ -	\$ -	-	Bonds & Loans
2025 Water Trust Board	Utilities	\$ 2,972,925.75	\$ -	\$ -	\$ -	\$ -	\$ -	-	Bonds & Loans
Energy Management	Utilities	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 1,023,748.00	\$ 250,000.00	\$ 250,000.00	Taxes	Grants, Taxes
Gas Admin Building Improvements	Utilities	\$ 787,411.00	\$ 625,000.00	\$ 145,000.00	\$ 250,000.00	\$ 375,000.00	\$ 375,000.00	Taxes	Grants, Taxes
Gas Development	Utilities	\$ 2,542,437.00	\$ 21,727.00	\$ -	\$ -	\$ -	\$ -	Taxes	Grants, Taxes
Gas Miscellaneous	Utilities	\$ 337,897.00	\$ 374,156.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	Taxes	Grants, Taxes
Gas PHMSA Grant	Utilities	\$ 9,165,655.00	\$ -	\$ -	\$ -	\$ -	\$ -	Grants	Grants, Taxes
Gas Rehabilitation	Utilities	\$ 2,474,622.00	\$ 4,200,605.00	\$ 3,082,185.00	\$ 4,295,816.00	\$ 1,257,062.00	\$ 1,386,375.00	Taxes	Grants, Capital Outlay
Solid Waste Building Improvements	Utilities	\$ 816,973.00	\$ 1,042,014.00	\$ 968,197.00	\$ 1,000,000.00	\$ 1,500,000.00	\$ 125,000.00	Taxes	Grants, Capital Outlay
Wastewater Building Improvements	Utilities	\$ 354,165.00	\$ 625,000.00	\$ 145,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	Taxes	Grants, Taxes
Wastewater Development	Utilities	\$ 375,000.00	\$ 266,125.00	\$ -	\$ -	\$ -	\$ -	WWIF, Taxes	Grants, Taxes
Wastewater Miscellaneous	Utilities	\$ 75,000.00	\$ 135,000.00	\$ 667,643.00	\$ 335,000.00	\$ 335,000.00	\$ 335,000.00	Taxes	Grants, Taxes
Wastewater Rehabilitation	Utilities	\$ 1,395,674.00	\$ 1,645,672.00	\$ 4,154,567.00	\$ 1,790,553.00	\$ 7,083,591.00	\$ 1,430,697.00	Taxes	Grants, Taxes
Wastewater Septic Systems	Utilities	\$ 268,000.00	\$ 1,619,000.00	\$ 1,619,000.00	\$ 1,619,000.00	\$ 1,619,000.00	\$ 1,619,000.00	Taxes	Grants, Capital Outlay
Water 2025 Projects	Utilities	\$ 13,981,580.00	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds & Loans	Bonds
Water Building Improvements	Utilities	\$ 58,632.00	\$ 625,000.00	\$ 145,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	Taxes	Grants, Taxes
Water Development	Utilities	\$ 1,768,795.00	\$ 506,073.00	\$ 3,409,552.00	\$ -	\$ -	\$ -	WIF, Grants	Grants, Taxes
Water Miscellaneous	Utilities	\$ 870,784.00	\$ 135,000.00	\$ 667,643.00	\$ 335,000.00	\$ 335,000.00	\$ 335,000.00	Taxes	Grants, Taxes
Water Rehab	Utilities	\$ 1,897,479.00	\$ 4,979,408.00	\$ 7,946,497.00	\$ 4,168,854.00	\$ 9,676,849.00	\$ 4,078,523.00	Taxes	Grants, Taxes
WW23 Projects	Utilities	\$ 16,820,056.00	\$ -	\$ -	\$ -	\$ -	\$ -	Bonds & Loans	Bonds
Utilities - Annual		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
Utilities - Future		\$ -	\$ 57,452,509.00	\$ 4,000,000.00	\$ 4,000,000.00	\$ 4,000,000.00	\$ 4,000,000.00	-	-
Belt Filter Press Drainage Improvement	Utilities	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes, WWIF, WIF
Energy Transition	Utilities	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes, WWIF, WIF
Lift Station Pump Upgrade	Utilities	\$ -	\$ 100,200.00	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes, WWIF, WIF
Lift Station Stationary Generator Installation	Utilities	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes, WWIF, WIF
Pressure Reducing Valve Rehabilitation	Utilities	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes, WWIF, WIF
Primary Digester Sludge Pump Upgrade	Utilities	\$ -	\$ 93,000.00	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes, WWIF, WIF
SCADA Operating System Replacement	Utilities	\$ -	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	-	Grants, Taxes, WWIF, WIF
Septic Tank Remediation	Utilities	\$ -	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	-	Grants, Taxes, WWIF, WIF
Sewer Connections	Utilities	\$ -	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	-	Grants, Taxes, WWIF, WIF
Transite Pipe Identification & Replacement	Utilities	\$ -	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	-	Grants, Taxes, WWIF, WIF
Wastewater Treatment Plant	Utilities	\$ -	\$ 45,839,309.00	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes, WWIF, WIF
Water Storage Tank Rehab	Utilities	\$ -	\$ 3,000,000.00	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes, WWIF, WIF
Water Valve Replacements	Utilities	\$ -	\$ 120,000.00	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes, WWIF, WIF
Well 66	Utilities	\$ -	\$ 3,000,000.00	\$ -	\$ -	\$ -	\$ -	-	Grants, Taxes, WWIF, WIF
SUBTOTAL		\$ 72,168,387.90	\$ 74,502,289.00	\$ 27,325,284.00	\$ 19,192,971.00	\$ 26,806,502.00	\$ 14,309,595.00		
Total Newly Funded		\$ 6,727,361.00	\$ 55,962,940.00	\$ 156,470.00	\$ 156,470.00	\$ 156,470.00	\$ -		
Total Carryover		\$ 193,953,802.24	\$ 121,663,183.00	\$ 77,920,345.19	\$ 54,981,722.00	\$ 39,927,275.00	\$ 19,406,400.00		
Total Annual		\$ 18,811,255.35	\$ 29,931,520.00	\$ 25,973,125.00	\$ 23,378,125.00	\$ 10,278,125.00	\$ 10,278,125.00		
Total Future		\$ -	\$ 275,858,426.93	\$ 248,607,924.96	\$ 127,588,127.87	\$ 53,352,246.00	\$ 94,193,014.00		
GRAND TOTAL		\$219,492,418.59	\$483,416,069.93	\$352,657,865.15	\$206,104,444.87	\$103,714,116.00	\$123,877,539.00		

CITY OF LAS CRUCES

Capital Improvements Program (CIP)

Amendments - City Council Meeting - July 20, 2026

FY2027 - FY2032			
Project	Category	Department	Amount
Melendres Ave/Pittsburg - Hadley to Picacho	Resiliency	Public Works	\$ 3,509,557
Broadband Access and Expansion (OBAE)	Equipment & IT	Facilities Management	\$ 1,427,361
Park Deferred Maintenance Projects	Park Improvements	Parks & Recreation	\$ 660,000
Facilities Deferred Maintenance Projects	Public Facilities	Facilities Management	\$ 725,000
Citywide Parking Lots Rehabilitation Projects	Public Facilities	Facilities Management	\$ 1,390,000
Citywide Roof Preservation and Rehabilitation Projects	Public Facilities	Facilities Management	\$ 2,400,000
Security & Fire Alarm Projects	Public Facilities	Facilities Management	\$ 125,000
South Main St - Avenida de Mesilla to Boutz	Street Improvements	Public Works	\$ 2,449,046
Telshor Spruce Intersection Improvements	Street Improvements	Public Works	\$ 3,058,554



27-015

City Council Action and Executive Summary

Type of Action:

☒ Resolution☐ Ordinance☐ TIDD ResolutionDistrict: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A

1st Reading:

Adopted:

July 20, 2026

Drafter:

Elizabeth Trejo

Department:

Financial Services

Title:

A RESOLUTION AUTHORIZING THE CITY TO CONTRACT WITH VISION SERVICE PLAN INSURANCE COMPANY OF RANCHO CORDOVA, CALIFORNIA FOR EMPLOYEE VISION BENEFITS PLAN FOR A TERM OF FOUR (4) YEARS EFFECTIVE JULY 1, 2026 (PROCUREMENT NO 26-27-004).

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial**PURPOSE(S) OF ACTION:**

To approve an employee-funded contract for vision benefits.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) periodically evaluates employee benefit programs to ensure the continuation of quality benefits at the most competitive cost for both employees and the City. As part of this ongoing review, the City has determined that transitioning vision benefits from the State's Group Benefits Program, now administered by the New Mexico Health Care Authority (HCA), to Vision Service Plan Insurance Company (VSP) will provide a cost-effective and comprehensive vision benefit option for eligible employees and their dependents while maintaining continuity of coverage.

The City's procurement code, Las Cruces Municipal Code Chapter 24, Section 24-4 Authorized Exemptions (16) allows the City's Purchasing Manager to contract for retirement and other benefits without the use of competitive procurement. The City will be responsible for remitting monthly premium payments to VSP; however, all premiums associated with this coverage will be paid entirely by participating employees through payroll deductions. As a result, the VSP vision benefit program will have no financial impact or cost to the City. The City's Human Resources Department is requesting authorization to contract with VSP for a term of four (4) years, effective July 1, 2026.

SUPPORT INFORMATION:[Exhibit "A" 26-27-004 VSP Employee Vision Benefits Contract](#)**PLAN(S):**

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:☐ Yes

Agenda Item #6.6.

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:

AVAILABLE AMOUNT:

EXPENDITURE AMOUNT:

Funding Source(s):

100% funded through employees' payroll deductions

Overall Budget Impact:

No impact- employee funded

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution to authorize the City to contract with Vision Insurance Plan Insurance Company for employee vision benefits plan for a term four (4) years, effective July 1, 2026.
2. Vote "No"; this will not approve the Resolution to authorize the City to contract with Vision Insurance Plan Insurance Company for employee vision benefits plan for a term four (4) years, effective July 1, 2026
3. Vote to "Amend"; this could modify the Resolution, and Council will need to provide direction to staff.
4. Vote to "Table"; this could delay authorizing the City to contract with Vision Insurance Plan Insurance Company for employee vision benefits plan, which may negatively impact the continuation of vision benefits for eligible employees.

Agenda Item #6.6.

RESOLUTION 27-015

A RESOLUTION AUTHORIZING THE CITY TO CONTRACT WITH VISION SERVICE PLAN INSURANCE COMPANY OF RANCHO CORDOVA, CALIFORNIA FOR EMPLOYEE VISION BENEFITS PLAN FOR A TERM OF FOUR (4) YEARS EFFECTIVE JULY 1, 2026 (PROCUREMENT NO 26-27-004).

The City Council is informed that:

WHEREAS, the City of Las Cruces (the "City") is committed to providing competitive and comprehensive employee benefit programs to support the recruitment and retention of a qualified workforce; and

WHEREAS, the City has reviewed available vision insurance options and determined that transitioning vision benefits from the State of New Mexico's Group Benefits Program, now administered by the New Mexico Health Care Authority (HCA), to VSP Vision Services will provide a cost-effective and comprehensive vision benefit option for eligible employees and their dependents; and

WHEREAS, the City will be responsible for remitting monthly premium payments to VSP Vision Services; however, all premiums associated with the coverage will be paid entirely by participating employees through payroll deductions and will result in no direct financial cost or budgetary impact to the City of Las Cruces.

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

(I)

THAT the Resolution authorizing the City to contract with Vision Service Plan Insurance Company of Rancho Cordova, California for employee vision benefits as outlined in Exhibit "A", attached hereto and made part of this Resolution, for a term of four (4) years effective July 1, 2026, is hereby approved.

(II)

THAT the Human Resources Department is authorized to negotiate, execute, and administer all agreements, amendments, and related documents necessary to implement and maintain the VSP Vision Services vision insurance program.

(III)

THAT the City Council acknowledges that all premiums associated with the VSP Vision Services coverage shall be paid solely by participating employees and that the program shall not create a direct financial obligation or cost to the City.

DONE AND APPROVED this day of

Agenda Item #6.6.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

April 8, 2026



JENNIFER TORRES-HANWAY
700 N MAIN ST
LAS CRUCES, NM 88001-1120

RE: NOTIFICATION OF NEW VSP PLAN DOCUMENTS FOR CITY OF LAS CRUCES

Enclosed are the new VSP Plan document and Evidence of Coverage booklet for the above-referenced group, both effective JULY 1, 2026.

This new document supersedes any existing document you have with VSP. If you have any questions concerning the new document, please call 800-216-6248, and a VSP representative will assist you.



**VISION SERVICE PLAN INSURANCE COMPANY
3333 QUALITY DRIVE
RANCHO CORDOVA, CALIFORNIA 95670
CLIENT VISION CARE POLICY**

Client Name **CITY OF LAS CRUCES**
Policy Number **40167408**
State of Delivery **NEW MEXICO**
Effective Date **JULY 1, 2026**
Premium Due Date **FIRST DAY OF MONTH**
Policy Period **FORTY-EIGHT (48) MONTHS**

In consideration of the statements and agreements contained in the Client Application, if applicable, and in consideration of payment by the Client of the premiums as herein provided, VISION SERVICE PLAN INSURANCE COMPANY ("VSP") agrees to insure certain individuals under this Client Vision Care Policy ("Policy") for the benefits provided herein, subject to the exceptions, limitations and exclusions hereinafter set forth. This Policy is delivered in and governed by the laws of the state of delivery and is subject to the terms and conditions recited on the subsequent pages hereof, including any Exhibits or state-specific Addenda, which are a part of this Policy.

A handwritten signature in black ink, appearing to read "Dave Plevyak", written over a horizontal line.

Dave Plevyak, Chief Financial Officer

Client shall have the right to return this Policy within thirty (30) days of its delivery, and to have the premium and any required membership fees refunded, if after examination of the Policy the Client is not satisfied for any reason, provided no claim has been paid by VSP.

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(e) If this Policy is terminated for any cause as stated in this section 1.03, VSP is not required to pay for services provided after such termination date, except for any outstanding, unexpired benefit that is authorized before termination, or any other claim obligations that arose prior to termination.

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II.

OBLIGATIONS OF VSP

2.01. Coverage of Covered Person: VSP will enroll for coverage, as directed by Client, each eligible Enrollee and his/her Eligible Dependents (if dependent coverage is provided), all of whom shall be referred to upon enrollment as "Covered Persons." To institute coverage, VSP may require Client to complete, sign and forward to VSP a Client Application along with information regarding Enrollees and Eligible Dependents, and all applicable premiums.

Following the enrollment of the Covered Persons, VSP will provide Client with an Evidence of Coverage for distribution to Covered Persons by Client. Such Evidence of Coverage and Member Benefit Summaries will summarize the terms and conditions set forth in this Policy.

2.02. Administration of Plan Benefits: Through VSP Network Providers (or through other licensed vision care providers where a Covered Person is eligible for, and chooses to receive Plan Benefits from, an Open Access Provider) VSP shall provide Covered Persons such Plan Benefits listed in the Schedule of Benefits (Exhibit A(s)) and when purchased by Client, the Additional Benefit Rider (Schedule C(s)) attached hereto, subject to any limitations, exclusions, or Copayments therein stated. VSP Network Providers have agreed to accept payments for services with no additional billing to the Covered Person other than Copayments, applicable tax, co-insurance and any amounts for non-covered services and/or materials. Notwithstanding any other provision, no references to services shall be operative unless and to the extent that services are specifically set forth in the Schedule of Benefits, and when purchased by Client, the Additional Benefit Rider. Retail chains may not offer all Plan Benefits. Covered Person may contact VSP Network Provider for information describing vision care services and vision care materials offered.

A Benefit Authorization must be obtained before a Covered Person can use Plan Benefits from a VSP Network Provider. When a Covered Person seeks Plan Benefits from a VSP Network Provider, the Covered Person must schedule an appointment and identify himself/herself as a VSP Covered Person so the VSP Network Provider can obtain a Benefit Authorization from VSP. VSP shall provide a Benefit Authorization to the VSP Network Provider to authorize the administration of Plan Benefits to the Covered Person. Each Benefit Authorization will contain an expiration date and must be used by the Covered Person to obtain Plan Benefits prior to the date the Benefit Authorization expires. VSP shall issue Benefit Authorizations in accordance with the latest eligibility information furnished by Client and the Covered Person's past service utilization, if any. Any Benefit Authorization so issued by VSP shall constitute a certification to the VSP Network Provider that payment will be made.

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VSP shall pay or deny claims for Plan Benefits provided to Covered Persons, less any applicable Copayment, within a reasonable time but not more than thirty (30) calendar days after VSP receives a completed claim, unless special circumstances require additional time. In such cases, VSP may obtain an extension of fifteen (15) calendar days by providing notice to the claimant of the reasons for the extension.

2.03. Open Access Provider Services: When Covered Persons elect to utilize the services of an Open Access Provider, benefit payments for services from such Open Access Provider will be determined according to the Plan's Open Access Provider benefit fee schedule if Open Access Provider reimbursement is available. COVERED PERSONS MAY BE LIABLE FOR MORE THAN THE COPAYMENT. The Open Access Provider may bill Covered Persons for that Provider's standard rates, regardless of the amount of VSP's Plan Benefits. If Covered Person is eligible for and obtains Plan Benefits from an Open Access Provider, Covered Person remains liable for the provider's full fee. Covered Person will be reimbursed by VSP in accordance with the Open Access Provider reimbursement schedule shown on the attached Schedule of Benefits (Exhibit A (s)) and Additional Benefit Rider (Schedule C(s)) (if purchased by Client), less any applicable Copayments.

2.04. Information to Covered Persons: Upon request, VSP shall make available to Covered Persons necessary information describing Plan Benefits and instructions for use. A copy of this Policy shall be provided to Client and will be made available at the offices of VSP for any Covered Persons. Covered Persons may obtain information on VSP's Network Providers through VSP's website at www.vsp.com, VSP's Customer Care toll-free number (1-800-877-7195), or by written request. If Client supplies email addresses of Covered Persons to VSP, VSP may use the email addresses to communicate information to Covered Persons about their vision benefits.

2.05. Preservation of Confidential Matters: VSP shall hold in strict confidence all confidential information concerning the medical, personal, financial or business affairs of Covered Persons obtained while providing Plan Benefits ("Confidential Matter(s)") and exercise its best efforts to prevent any of its employees, Member Doctors, or agents, from disclosing any Confidential Matter(s), except to the extent that such disclosure is necessary to enable any of the above to perform their obligations under this Policy, including but not limited to sharing information with medical information bureaus, or complying with applicable law. Covered Persons that want more information on VSP's Confidentiality policy may obtain a copy of the policy by contacting VSP's Customer Service Department or VSP's Web site at www.vsp.com.

2.06. Urgent Vision Care: When vision care is necessary for Urgent Conditions, Covered Persons may obtain Plan Benefits by contacting a VSP Network Provider or Open Access Provider, if Open Access benefits are available. Services for conditions of a medical nature are covered by VSP only under supplemental eyecare plans. If Client purchased

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one of these plans, such coverage will be evidenced in an Additional Benefit Rider (Schedule C). If Client has not purchased one of these plans, Covered Persons are not covered by VSP for such services and should contact a physician under Covered Persons' medical insurance plan for care.

For situations of a non-medical nature, such as lost, broken or stolen glasses, Covered Person should call VSP's Customer Care toll-free number (1-800-877-7195) for assistance. Reimbursement and eligibility are subject to the terms of this Policy.

2.07. Coordination of Benefits: Unless otherwise agreed to by Client and VSP, the following rules governing coordination of benefits shall apply. When VSP is the primary insurer, it will pay benefits according to the terms of this Policy, subject to any applicable state or federal codes, statutes or regulations. When VSP is the secondary insurer, it will coordinate those vision care services and materials that were considered by the primary insurer as allowable expenses. VSP will pay the lesser of:

- a) The normal Plan Benefit, in the absence of other coverage, or
- b) The remaining balance up to Covered Person's Plan Benefits, not to exceed the billed amount.

2.08. Coverage of Part-Time Employees: Prior to issuance, delivery or renewal, VSP may request coverage for regular part-time employees who work or are expected to work an average of at least twenty (20) hours per week over a six-month period. Nothing in this section shall be construed to require a Client to offer or provide coverage for regular part-time employees.

III.

OBLIGATIONS OF CLIENT

3.01. Identification of Eligible Enrollees: An Enrollee is eligible for coverage under this Policy if he/she satisfies the enrollment criteria specified by the Client, and in accordance with applicable state and federal law. Client shall provide VSP with required eligibility information, in a mutually agreed upon timeframe, format and medium, to identify all Enrollees who are eligible for coverage under this Policy.

3.02. Retroactive Eligibility Terminations: Retroactive eligibility changes are limited to the month in which notification is received by VSP, plus two prior months. VSP may refuse retroactive termination of a Covered Person if Plan Benefits have been obtained by, or authorized for, the Covered Person after the effective date of the requested termination.

3.03. Change of Client Composition: Client's percentage of Enrollees covered under the Policy as well as Client's contribution and eligibility requirements are factors used to determine rates and are considered material to VSP's obligations under this Policy. During the term of this Policy and in accordance with section 1.03, Client must provide VSP with written notification of any changes that will significantly impact utilization of the benefits, and such changes must be agreed upon by VSP. Nothing in this section shall limit Client's ability to add Enrollees or Eligible Dependents under the terms of this Policy. For purposes of this paragraph, Client may not reduce membership by more than fifty percent (50%) over a twenty-four (24) month period without VSP's written consent.

3.04. Payment of Premiums: Upon receipt of VSP's billing statement, Client shall remit to VSP the premiums as set forth in Exhibit B. The premiums set forth in Exhibit B shall remain in effect for the term of this Policy unless the Client requests a change in the Schedule of Benefits and/or Additional Benefits Rider (if purchased by Client), or there is a material change in Policy terms or conditions, provided any such change is mutually agreed upon in writing by VSP. Client premium payments are due upon receipt of VSP's billing statement and shall become delinquent after thirty-one (31) days. If the premium payment remains unpaid the coverage may be cancelled and the Client will be responsible for payment for all Plan Benefits provided to Covered Persons. Client shall also be responsible for any legal and/or collection fees incurred by VSP to collect amounts due under this Policy.

3.05. Distribution of Required Materials: Client shall provide to Enrollees any materials required by any regulatory authority, within the timeframe required under applicable law.

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3.06. Communication Materials: Communication materials created by Client which relate to this Vision Care Policy may be submitted to VSP for review and approval. VSP's review of such materials shall be limited to approving the accuracy of Plan Benefits and shall not encompass or constitute certification that Client's materials meet any applicable legal or regulatory requirements including, but not limited to, ERISA requirements. In the event of any dispute between the communication materials and this Policy, the provisions of this Policy shall prevail.

3.07. Converting to an Administrative Services Program In the event Client wishes to convert its method of funding from a fully insured Risk Program to a self-insured Administrative Services Program, Client shall establish an appropriate level of reserves as determined by VSP, prior to conversion. Upon conversion to an Administrative Services Program, all claims for vision care began on and after the effective date of conversion will be paid through the Administrative Services Program.

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IV.

CONFIDENTIALITY AND MUTUAL NON-DISCLOSURE COVENANTS

VSP and Client have delivered, or will deliver, upon execution and delivery of this Policy, certain information about the properties and operations of their respective businesses. VSP and Client, therefore, agree as follows:

4.01. Definition of Confidential Information: For purposes of this Policy, “Confidential Information” means any data and/or information, in any form, disclosed by the disclosing Party (“Discloser”) to the receiving Party (“Recipient”) either before or after the Effective Date, which relates to Discloser and/or its Affiliates, and solely by way of illustration and not in limitation shall include the following information: (i) current or future product(s), services, methodologies, plans, designs, costs, prices, customer or doctor names and addresses, finances or financial information (including budgets), marketing plans or strategies (including e-commerce development plans), business plans, matters, opportunities or offerings, equipment and other purchase matters, strategic matters, research, development, know-how and/or personnel, (ii) is identified as confidential at the time of disclosure, (iii) given the nature of the information disclosed and the circumstances surrounding its disclosure, reasonably ought to be treated as Confidential Information by a person in the same industry as Discloser, or (iv) by law must be protected as Confidential Information. Recipient acknowledges that the Confidential Information is proprietary to Discloser and has been developed and obtained through great efforts by Discloser. Confidential Information shall not, however, include information that (A) at the time of disclosure is, or subsequently becomes, available to the public or the industry through no fault or breach on the part of Recipient; (B) Recipient can demonstrate to have had rightfully in its possession prior to disclosure by Discloser; (C) is independently developed by Recipient without the use of any Confidential Information; or (D) Recipient rightfully obtains from a third party who has the right to transfer or disclose it. Confidential Information shall also be deemed to include any and all confidential information defined as Confidential Matters hereunder, the treatment of which shall be as set forth in Paragraph 2.04 of this Policy.

4.02. Non-Disclosure and Non-Use of Confidential Information: Recipient shall not, directly or indirectly, without the prior written approval of Discloser in each instance or unless otherwise expressly permitted herein, use for its own benefit, publish or otherwise disclose to others, or authorize the use by others for their benefit, or to the detriment of Discloser, any of Discloser’s Confidential Information. Recipient shall carefully restrict access to Discloser’s Confidential Information to only those of its and its Affiliates’ officers, directors, employees, agents and representatives (collectively, “Representatives”) who (i) clearly require such access in order to enable to perform their respective obligations under this Policy (ii) who are bound by confidentiality obligations that protect third party information which are at least as restrictive and protective as those contained in this Policy, and (iii) are not (or do not work for) direct competitors of Discloser. Recipient

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shall not use, copy, distribute and/or remove any of Discloser's Confidential Information from Recipient's premises except to the extent necessary or appropriate to carry out its respective obligations under the Policy, without the prior consent of Discloser. Recipient and its Representatives will employ all security measures used for their own proprietary information of similar nature. Recipient agrees to advise and require its Representatives of their obligations to keep such information confidential and shall each be liable for any acts and omissions of their Representatives related thereto.

4.03. Return or Destruction of Confidential Information: The Receiving Party, including its Personnel, its employees and/or agents shall upon request of Discloser (i) immediately return to Discloser's designated representative any and all documents or other information and materials in whatever form which contain Discloser's Confidential Information, or as permitted by Discloser, (ii) destroy all copies thereof, and certify to Discloser in writing that all copies of such documents or other information and materials have been destroyed; provided, however, that the Receiving Party may retain one set of such documents and other information and materials for archival purposes only, subject to the continuing confidentiality and security obligations set forth under this Policy. Recipient may disclose Discloser's Confidential Information if and to the extent required by a judicial or governmental request, requirement or order; provided that Recipient will take reasonable steps to give Discloser sufficient prior notice (to the extent that sufficient time is available) of such request, requirement or order for Discloser to contest, limit and/or protect such disclosure.

4.04. Injunctive Relief: The Parties understand and acknowledge that any disclosure or misappropriation of any Confidential Information in violation of this Policy may cause irreparable harm, for which monetary damages alone may not be an adequate remedy and, therefore, agrees that Discloser shall have the right to apply to a court of competent jurisdiction for an order immediately restraining any such further disclosure or misappropriation and for other equitable relief, without objection and without the requirement of posting a bond or other form of security. Such right of each Party is in addition to the remedies otherwise available under this Policy or otherwise at law or equity.

4.05. Survival: The obligations laid down in this Section 4 shall continue and survive beyond the termination of this Policy.

*****Parties agree the City of Las Cruces is subject to disclosure requirements, including but not limited to the Inspection of Public Records Act and the Records Retention Act. The City is unable to comply with any prior notice requirement due to strict timelines.**

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V.

OBLIGATIONS OF COVERED PERSONS UNDER THE POLICY

5.01. General: This Policy provides coverage for Client's Enrollees. If Client offers dependent coverage, this Policy will also cover Enrollees' Eligible Dependents. This Policy may be amended or terminated by agreement between VSP and Client without the consent or concurrence of Covered Persons. This Policy with any and all Exhibits and/or attachments constitutes the entire obligation of VSP to Covered Persons.

5.02. Copayments for Services Received: Any Copayments required under this Policy shall be the personal responsibility of the Covered Person receiving Plan Benefits. Copayments are to be paid at the time services are rendered or materials ordered. Amounts which exceed Plan allowances, annual maximum benefits or any other stated Plan limitations are not considered Copayments but are also the responsibility of the Covered Person.

5.03. Obtaining Services from VSP Preferred Providers: To utilize Plan Benefits, Covered Persons must select a VSP Network Provider, schedule an appointment and inform the doctor's office that they are Covered Persons of VSP. The VSP Network Provider will contact VSP to obtain a Benefit Authorization. If a Covered Person receives Plan Benefits from a VSP Network Provider without a Benefit Authorization, any services or materials received from the doctor will be treated as benefits from an Open Access Provider.

5.04. Open Access Provider Benefits: If required by state law, or if purchased by Client, this Policy provides Plan Benefits for services and materials received from Open Access Providers. Covered Persons or Open Access Providers may submit requests for reimbursement to VSP and VSP will pay available Plan Benefits to Covered Persons. VSP may deny any claims received after three hundred sixty-five (365) calendar days from the date services are rendered and/or materials provided.

5.05. Complaints and Grievances: Complaints and grievances may be submitted by Covered Persons to VSP in writing, by telephone, online or through Covered Persons' VSP Network Providers, as explained in the Evidence of Coverage for this Policy. VSP will resolve all complaints and grievances within thirty (30) calendar days following receipt unless special circumstances require an extension of time. Where such extension is required, VSP will resolve all complaints and grievances as soon as possible, but not later than one hundred twenty (120) calendar days after receipt. If VSP determines that a complaint or grievance cannot be resolved within thirty (30) calendar days, it will notify Covered Person of the expected resolution date. VSP will notify Covered Person in writing of the final resolution of all complaints and grievances.

5.06. Claim Denial Appeals: If a claim is denied in whole or in part, under the terms of this Policy, a request may be submitted to VSP by Covered Person or Covered Person's authorized representative for a full review of the denial.

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Covered Person may designate any person, including their provider, as their authorized representative. References in this section to "Covered Person" include Covered Person's authorized representative, where applicable.

a) Initial Appeal: All requests for review must be made within one hundred eighty (180) calendar days following denial of a claim. The Covered Person may review, during normal business hours, any documents held by VSP pertinent to the denial. The Covered Person may also submit written comments or supporting documentation concerning the claim to assist in VSP's review. VSP's response to the initial appeal, including specific reasons for the decision, shall be communicated to the Covered Person within thirty (30) calendar days after receipt of the request for the appeal

b) Second Level Appeal: If Covered Person disagrees with the response to the initial appeal of the denied claim, Covered Person has the right to a second level appeal. A request for a second level appeal must be submitted to VSP within sixty (60) calendar days after receipt of VSP's response to the initial appeal. VSP shall communicate its final determination to Covered Person within thirty (30) calendar days from receipt of the request, or as required by any applicable state or federal laws or regulations. VSP's communication to the Covered Person shall include the specific reasons for the determination.

c) Other Remedies: When Covered Person has completed the appeals stated herein, additional voluntary alternative dispute resolution options may be available, including mediation or arbitration. Additional information is available from the U. S. Department of Labor or the insurance regulatory agency for Covered Persons' state of residency. Additionally, under the provisions of ERISA (Section 502(a) (1) (B) [29 U.S.C. 1132(a) (1) (B)], Covered Person has the right to bring a civil action when all available levels of reviews, including the appeal process, have been completed. ERISA remedies may apply in those instances where the claims were not approved in whole or in part as the result of appeals under this Policy and Covered Person disagrees with the outcome of such appeals.

Covered Person may also choose to contact the New Mexico Office of Superintendent of Insurance, Consumer Assistance Bureau at:

Office of Superintendent of Insurance
Consumer Assistance Bureau
PO Box 1689
Santa Fe, NM 87504-1689
Phone: 1-855-427-5674
<https://www.osi.state.nm.us>.

5.07. Time of Action: No action in law or in equity shall be brought to recover on this Policy prior to the Covered Person exhausting his/her rights under this Policy and/or prior to the expiration of sixty (60) calendar days after the claim

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and any applicable documentation has been filed with VSP. No such action shall be brought after the expiration of any applicable statute of limitations, in accordance with the terms of this Policy.

5.09. Insurance Fraud: Any Covered Person who intends to defraud, knowingly facilitates a fraud, submits a claim containing false or deceptive information, or who commits any other similar act as defined by applicable state or federal law, may be guilty of insurance fraud. Such an act is grounds for immediate termination of the coverage under this Policy of the Covered Person committing such fraud.

VI.

CONTINUATION OF COVERAGE

6.01. COBRA: If, and only to the extent, COBRA applies to the parties to this Policy, VSP shall make the required COBRA continuation coverage available to Covered Persons in accordance with the provisions of COBRA.

6.02. Replacement Coverage: VSP reserves the right to offer replacement VSP coverage to individuals whose previous VSP coverage has terminated or is subject to termination. Any such offer of replacement coverage shall be separate and distinct from, and not in lieu of, any COBRA-required offer of continuation coverage.

6.03. Conversion Rights: Enrollees may continue such replacement coverage for a period of six months and thereafter through a conversion policy upon termination of membership or employment with the Client. Covered Persons can continue such coverage through a converted or separate policy upon the death of the Enrollee or upon the divorce, annulment or dissolution of marriage or legal separation of the spouse from an Enrollee. Such coverage may, at the option of the Covered Person, include coverage for dependent children for whom the spouse has responsibility for care and support.

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VII.

DISPUTE RESOLUTION

7.01. Dispute Resolution: VSP and Client agree that all disputes arising out of or relating to this Policy shall be resolved, wherever possible, through mediation. When such negotiation is not successful, both parties agree to try in good faith to settle disputes by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. All efforts shall be made by both parties to avoid arbitration, litigation, or other dispute resolution procedures.

7.02. Choice of Law: If any matter arises in connection with this Policy which becomes the subject of arbitration or legal process, the law of the State of New Mexico shall be the applicable law.

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VIII.

NOTICES

8.01. Notices: Any notices required under this Policy to either Client or VSP shall be in written format. Notices sent to the Client will be sent to the address or email address shown on the Client's Application unless otherwise directed by Client. Notices to VSP shall be sent to the address shown on the front page of this Policy. Notwithstanding the above, any notices may be hand-delivered by either party to an appropriate representative of the other party. The party effecting hand-delivery bears the burden to prove delivery was made, if questioned.

IX.

STANDARD PROVISIONS

9.01. Entire Agreement: This Policy, the Client Application, the Evidence of Coverage, and all Exhibits and attachments hereto, constitute the entire agreement of the parties and supersede any prior understandings and agreements between them, either written or oral. Any change or amendment to this Policy must be mutually agreed upon by both VSP and Client. No agent has the authority to change this Policy or waive any of its provisions. Communication materials prepared by Client for distribution to Enrollees do not constitute a part of this Policy.

9.02. Indemnity: VSP agrees to indemnify, defend and hold harmless Client, its shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising from the failure of VSP, its officers, agents or employees, to perform any of the activities, duties or responsibilities specified herein.

9.03. Liability: VSP arranges for the provision of vision care services and materials through agreements with VSP Network Providers. VSP Network Providers are independent contractors and are responsible for exercising independent judgment. VSP does not itself directly furnish vision care services or supply materials. Under no circumstances shall VSP or Client be liable to each other for the negligence, wrongful acts or omissions of any doctor, non-VSP owned laboratory, or any other person or organization performing services or supplying materials in connection with this Policy.

9.04. Reinstatement: If a renewal premium is not paid before the expiration of the period granted for the Client to make the payment, a subsequent acceptance of the premium by VSP or any agent authorized by VSP to accept the premium, without requiring in connection with the acceptance an application for reinstatement, reinstates the Policy. However, if VSP or its authorized agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the Policy will be reinstated on approval of the application by VSP or, if the application is not approved on the 30th day after the date of the conditional receipt, unless VSP before that date, has notified the Client in writing of VSP's disapproval of the application. The Client and VSP have the same rights under the reinstated Policy as they had under the Policy before the due date of the defaulted premium, subject to any provisions endorsed in the Policy or attached

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to the Policy in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not previously been paid, but not to any period more than sixty (60) days before the date of reinstatement.

9.05. Proof of Loss: Written proof of loss shall be furnished to VSP within ninety (90) days after the date of the loss. VSP may deny any claims received after three hundred sixty-five (365) calendar days from the date services are rendered and/or materials provided. Failure to submit such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to submit the claim within the required time, if the claim is furnished as soon as reasonably possible and, except in the absence of legal capacity of the claimant, not later than 1 year from the time the claim is otherwise required.

To provide proof of loss, submit a claim form, along with copies of any invoices or receipts received from the doctor for the services or materials, to VSP for reimbursement. You may obtain a claim form on vsp.com or by calling (800) 877-7195. Claim forms may be submitted at vsp.com or at the address below:

VSP
Attn: Claims Processing
P. O. Box 385018
Birmingham, AL 35238-5018

9.06. Time of Payment of Claims: Indemnities payable under this Policy for any loss will be paid immediately upon receipt of due written proof of loss.

9.07. Payment of Claims: Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the covered person. Any other accrued indemnities unpaid at the covered person's death may, at the option of VSP, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the covered person.

9.08. Notice of Claim: Written notice of claim must be given to VSP within twenty (20) days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible.

9.09. Claim Forms: You may obtain a claim form on vsp.com or call (800) 877-7195 to request a hard copy. VSP, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have

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complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

9.10. Physical Examinations and Autopsy: VSP at its own expense shall have the right and opportunity to examine the person of the covered person when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

9.11. Assignment: Neither this Policy nor any of the rights or obligations of either of the parties hereto may be assigned or transferred without the prior written consent of both parties hereto, except as expressly authorized herein.

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9.12. **Severability**: Should any provision of this Policy be declared invalid, the remaining provisions shall remain in full force and effect.

9.13. **Grace Period**: A grace period of thirty (30) days shall be granted for the payment of each premium falling due after the first premium. During this grace period, this Policy shall remain in force.

9.14. **Governing Law**: This Policy shall be governed by and construed in accordance with applicable federal and state law. Any provision that is in conflict with, or not in conformance with, applicable federal or state statutes or regulations is hereby amended to conform with the requirements of such statutes or regulation, now or hereafter existing.

9.15. **Gender**: All pronouns used herein are deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity(ies) of the person(s) may require.

9.16. **Equal Opportunity**: VSP is an Equal Opportunity and Affirmative Action employer.

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X.

DEFINITIONS

The key terms in this Policy are defined:

10.01. ADDITIONAL BENEFIT RIDER: The document, attached as Exhibit C to this Policy (when purchased by Client), which lists selected vision care services and vision care materials which a Covered Person is entitled to receive under this Policy. Additional Benefits are only available when purchased by Client in conjunction with a Plan Benefit offered under Exhibit A.

10.02. ADMINISTRATIVE SERVICES PROGRAM: A self-insured vision care plan whereby Client pays VSP for the Plan Benefits in addition to a monthly administrative fee.

10.03. BENEFIT AUTHORIZATION: A process used to confirm eligibility of an individual named as a Covered Person of VSP, and identifying those Plan Benefits to which Covered Person is entitled.

10.04. CLIENT: An employer or other entity which contracts with VSP to provide coverage under this Policy for its Enrollees and their Eligible Dependents.

10.05. CLIENT APPLICATION: The form signed by an authorized representative of the Client to apply for Enrollee coverage under this Policy.

10.06 COBRA: The Consolidated Omnibus Budget Reconciliation Act of 1985.

10.07. COMPLAINTS AND GRIEVANCES: Disagreements regarding access to care, quality of care, treatment or service.

10.08. CONFIDENTIAL MATTER: All confidential information concerning the medical, personal, financial or business affairs of Covered Persons acquired by VSP in the course of providing Plan Benefits hereunder.

10.09. COORDINATION OF BENEFITS: A procedure which allows more than one insurance plan to consider a Covered Person's vision care claims for payment or reimbursement.

10.10. COPAYMENTS: Those amounts required to be paid by or on behalf of a Covered Person for Plan Benefits which are not fully covered, and which are payable at the time services are rendered or materials ordered.

10.11. COVERED PERSON: An Enrollee or Eligible Dependent who meets Client's eligibility criteria and on whose behalf premiums have been paid to VSP, and who is covered under this Policy.

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10.12. ELIGIBLE DEPENDENT: Any dependent of an Enrollee of Client who meets the eligibility criteria established by Client, if such dependent coverage is provided. An Eligible Dependent can be any of the following.

- Legal Spouse of Enrollee
- Domestic Partner
- Any child of Enrollee, including natural child from the date of birth, legally adopted child from the date of placement for adoption with the Enrollee, children of non-custodial parents or other child for whom a court or administrative agency holds the Enrollee responsible.

Dependent children are covered up to the end of the month in which they turn age 26.

A dependent unmarried child over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon Enrollee for support and maintenance.

10.13. ENROLLEE: An employee or member of Client who meets the criteria for eligibility established by Client.

10.14. EVIDENCE OF COVERAGE (“EOC”): A summary of the provisions of this Policy, prepared by VSP and provided to Client for distribution to Enrollees by Client.

10.15. OPEN ACCESS PROVIDER: Any optometrist, optician, ophthalmologist or other licensed and qualified vision care provider who has not contracted with VSP to provide vision care services and/or vision care materials to Covered Persons of VSP. An Open Access Provider is also known as an out of network provider.

10.16. PLAN or PLAN BENEFITS: The vision care services and vision care materials which a Covered Person is entitled to receive by virtue of coverage under this Policy.

10.17. POLICY PERIOD: The length of time this Policy is in effect, as shown on the front page of this Policy.

10.18. RENEWAL DATE: The date when this Policy shall renew or terminate if proper notice is given.

10.19. RETENTION: VSP’s administrative fee deducted from net premiums paid by Client.

10.20. RISK PROGRAM: A fully insured vision care plan whereby VSP will calculate a rate per Enrollee to cover the cost of claims incurred and administrative costs. Under the arrangement, VSP assumes the risk of utilization exceeding the rate per Enrollee over the full Policy Term.

10.21. SCHEDULE OF BENEFITS: The document, attached as Exhibit A to this Policy, which lists the vision care services and vision care materials which a Covered Person is entitled to receive under this Policy.

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10.22. SCHEDULE OF PREMIUMS: The document, attached as Exhibit B to this Policy, which defines the payments a Client is obligated to pay to VSP on behalf of a Covered Person to entitle him/her to Plan Benefits.

10.23. STATE OF DELIVERY: The State in which this Policy is being issued, delivered or renewed.

10.24. TERMINATION: Cancellation of the Policy as stated in Article I.

10.25. URGENT CONDITION: A condition with sudden onset and acute symptoms which requires the Covered Person to obtain immediate care; or an unforeseen occurrence calling for immediate action.

10.26. VISION CARE POLICY or POLICY: The Policy issued by VSP to a Client, under which the Client's Enrollees or members, and their Eligible Dependents, are entitled to become Covered Persons of VSP and receive Plan Benefits in accordance with the terms of such Policy. The Policy includes any and all Exhibits and/or attachments thereto.

10.27. VSP NETWORK PROVIDER: An optometrist or ophthalmologist licensed and otherwise qualified to practice vision care and/or provide vision care materials who has contracted with VSP to provide Plan Benefits to Covered Persons of VSP.

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EXHIBIT A

VISION SERVICE PLAN INSURANCE COMPANY SCHEDULE OF BENEFITS VSP Choice Plan® BASE PLAN

GENERAL

This Schedule of Benefits lists the vision care services and materials to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY ("VSP") are entitled, subject to any Copayments and other conditions, limitations and/or exclusions stated herein, and forms a part of the Policy or Evidence of Coverage to which it is attached.

VSP Preferred Providers are those doctors that have agreed to participate in VSP's Choice Network.

BENEFIT PERIOD

A twelve-month period beginning on July 1st and ending on June 30th.

ELIGIBILITY

The following are Covered Persons under this Plan, pursuant to eligibility criteria established by Client:

- Enrollee
- Legal Spouse of Enrollee
- Domestic Partner
- Any child of Enrollee, including natural child from the date of birth, legally adopted child from the date of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible.

Dependent children are covered up to the end of the month in which they turn age 26.

A dependent child over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon Enrollee for support and maintenance.

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PLAN BENEFITS

VSP PREFERRED PROVIDERS

COPAYMENT

There shall be a Copayment of \$15.00 for the examination payable by the Covered Person at the time services are rendered. If materials (lenses, frames or Necessary Contact Lenses) are provided, there shall be an additional \$15.00 Copayment payable at the time materials are ordered. The Copayment shall not apply to Elective Contact Lenses.

Lens Enhancements, if covered under this Plan, may have a separate Copayment. Please refer to COVERED SERVICES AND MATERIALS, below.

COVERED SERVICES AND MATERIALS

EYE EXAMINATION- Covered in full* once every 12 months**

Comprehensive examination of visual functions and prescription of corrective eyewear.

LENSES - Covered in full* once every 12 months**

Lenses (Single, Lined Bifocal, Lined Trifocal or Lenticular)

Polycarbonate lenses are covered in full for dependent children up to the end of the month in which they turn age 26.

Standard Progressive Lenses covered in full.

LENS OPTIONS

Tints covered in full once every 12 months.**

Scratch coating covered in full once every 12 months.**

FRAMES - Covered to the Plan allowance of \$165 once every 24 months.**

The VSP Preferred Provider will prescribe and order Covered Person's lenses, verify the accuracy of finished lenses, and assist Covered Person with frame selection and adjustment.

CONTACT LENSES

ELECTIVE

Elective Contact Lenses (materials only) are covered up to \$145.00 once every 12 months**

The Elective Contact Lens fitting and evaluation services are covered in full once every 12 months**, after a \$60.00 Copayment.

NECESSARY

Necessary Contact Lenses are covered in full* once every 12 months**

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's VSP Network Provider.

Contact Lenses are provided in place of spectacle lens and frame benefits available herein.

*Less any applicable Copayment.

**beginning with the first day of the Benefit Period.

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LOW VISION

Professional services for severe visual problems that cannot be corrected with regular lenses, including:

Supplemental Testing: Covered in full*.

-Includes evaluation, diagnosis and prescription of vision aids where indicated.

Supplemental Aids: 75% of VSP Preferred Provider's fee, up to \$1000.00*

*Maximum benefit for all Low Vision services and materials is \$1000.00 every two (2) years and a maximum of two supplemental tests within a two-year period.

Low Vision Services are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's VSP Preferred Provider.

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EXCLUSIONS AND LIMITATIONS OF BENEFITS

Some brands of spectacle frames and/or lenses may be unavailable for purchase as Plan Benefits, or may be subject to additional limitations. Covered Persons may obtain details regarding frame and lens brand availability from their VSP PREFERRED Provider or by calling VSP's Customer Care Division at (800) 877-7195.

NOT COVERED

1. Services and/or materials not specifically included in this Schedule as covered Plan Benefits.
2. Plano lenses (lenses with refractive correction of less than $\pm .50$ diopter), except as specifically allowed under the LightCare enhancement, if purchased by Client.
3. Two pair of glasses instead of bifocals.
4. Replacement of lenses, frames and/or contact lenses furnished under this Plan which are lost or damaged, except at the normal intervals when Plan Benefits are otherwise available.
5. Orthoptics or vision training and any associated supplemental testing.
6. Medical or surgical treatment of the eyes.
7. Contact lens insurance policies or service agreements.
8. Refitting of contact lenses after the initial (90-day) fitting period.
9. Contact lens modification, polishing or cleaning.
10. Local, state and/or federal taxes, except where VSP is required by law to pay.
11. Services associated with Corneal Refractive Therapy (CRT) or Orthokeratology.

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PLAN BENEFITS OPEN ACCESS PROVIDERS

COPAYMENT

There shall be a Copayment of \$15.00 for the examination payable by the Covered Person at the time services are rendered. If materials (lenses, frames or Necessary Contact Lenses) are provided, there shall be an additional \$15.00 Copayment payable at the time materials are ordered. The Copayment shall not apply to Elective Contact Lenses.

EYE EXAMINATION: Up to \$ 45.00* once every 12 months**

Comprehensive examination of visual functions and prescription of corrective eyewear.

LENSES: Up to \$ 30.00-100.00* once every 12 months**

Spectacle Lenses (Single, Lined Bifocal, Lined Trifocal or Lenticular) including Lens Enhancements (if purchased by Client).

FRAMES: Covered up to \$ 70.00* once every 24 months**

CONTACT LENSES

Elective

Elective Contact Lenses are covered up to \$105.00 once every 12 months**

Necessary

Necessary Contact Lenses are covered up to \$210.00* once every 12 months**

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Doctor.

Contact Lenses are provided in place of spectacle lens and frame benefits available herein.

*Less any applicable Copayment.

**beginning with the first day of the Benefit Period.

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LOW VISION

Professional services for severe visual problems that cannot be corrected with regular lenses, including:

Supplemental Testing: Up to \$125.00*.

-Includes evaluation, diagnosis and prescription of vision aids where indicated.

Supplemental Aids: 75% of Open Access Provider's fee, up to \$1000.00*

*Maximum benefit for all Low Vision services and materials is \$1000.00 every two (2) years and a maximum of two supplemental tests within a two-year period.

Low Vision Services are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Doctor.

*Less any applicable Copayment.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

OPEN ACCESS PROVIDERS

1. Exclusions and limitations of benefits described above for VSP Preferred Providers shall also apply to services rendered by Open Access Providers.
2. Services from an Open Access Provider are in lieu of services from a VSP Preferred Provider or an Affiliate Provider.
3. There is no guarantee that the amount reimbursed will be sufficient to pay the cost of services or materials in full.
4. VSP is unable to require Open Access Providers to adhere to VSP's quality standards.

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EXHIBIT A

VISION SERVICE PLAN INSURANCE COMPANY SCHEDULE OF BENEFITS VSP Choice Plan® BUY UP PLAN

GENERAL

This Schedule of Benefits lists the vision care services and materials to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY ("VSP") are entitled, subject to any Copayments and other conditions, limitations and/or exclusions stated herein, and forms a part of the Policy or Evidence of Coverage to which it is attached.

VSP Preferred Providers are those doctors that have agreed to participate in VSP's Choice Network.

BENEFIT PERIOD

A twelve-month period beginning on July 1st and ending on June 30th.

ELIGIBILITY

The following are Covered Persons under this Plan, pursuant to eligibility criteria established by Client:

- Enrollee
- Legal Spouse of Enrollee
- Domestic Partner
- Any child of Enrollee, including natural child from the date of birth, legally adopted child from the date of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible.

Dependent children are covered up to the end of the month in which they turn age 26.

A dependent child over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon Enrollee for support and maintenance.

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PLAN BENEFITS

VSP PREFERRED PROVIDERS

COPAYMENT

There shall be a Copayment of \$15.00 for the examination payable by the Covered Person at the time services are rendered. If materials (lenses, frames or Necessary Contact Lenses) are provided, there shall be an additional \$15.00 Copayment payable at the time materials are ordered. The Copayment shall not apply to Elective Contact Lenses.

Lens Enhancements, if covered under this Plan, may have a separate Copayment. Please refer to COVERED SERVICES AND MATERIALS, below.

COVERED SERVICES AND MATERIALS

EYE EXAMINATION- Covered in full* once every 12 months**

Comprehensive examination of visual functions and prescription of corrective eyewear.

LENSES - Covered in full* once every 12 months**

Lenses (Single, Lined Bifocal, Lined Trifocal or Lenticular)

Polycarbonate lenses are covered in full for dependent children up to the end of the month in which they turn age 26.

Standard Progressive Lenses covered in full.

LENS OPTIONS

Anti-reflective coating covered in full¹ once every 12 months.**

Scratch coating covered in full once every 12 months.**

Premium and Custom Progressive lenses covered in full¹ once every 12 months.**

Photochromics are covered in full¹ once every 12 months.**

Tints are covered in full once every 12 months

¹ After \$30 Copayment

FRAMES - Covered to the Plan allowance of \$225 once every 12 months.**

The VSP Preferred Provider will prescribe and order Covered Person's lenses, verify the accuracy of finished lenses, and assist Covered Person with frame selection and adjustment.

Each benefit period, the Enrollee and each of the Enrollee's covered dependents are entitled to an additional allowance (on any Marchon or Altair frame) of \$50.00 once every 12 months**.

*Less any applicable Copayment.

**beginning with the first day of the Benefit Period.

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CONTACT LENSES

ELECTIVE

Elective Contact Lenses (materials only) are covered up to \$185.00 once every 12 months**

The Elective Contact Lens fitting and evaluation services are covered in full once every 12 months**, after a \$60.00 Copayment.

NECESSARY

Necessary Contact Lenses are covered in full* once every 12 months**

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's VSP Network Provider.

Contact Lenses are provided in place of spectacle lens and frame benefits available herein.

*Less any applicable Copayment.

**beginning with the first day of the Benefit Period.

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LOW VISION

Professional services for severe visual problems that cannot be corrected with regular lenses, including:

Supplemental Testing: Covered in full*.

-Includes evaluation, diagnosis and prescription of vision aids where indicated.

Supplemental Aids: 75% of VSP Preferred Provider's fee, up to \$1000.00*

*Maximum benefit for all Low Vision services and materials is \$1000.00 every two (2) years and a maximum of two supplemental tests within a two-year period.

Low Vision Services are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's VSP Preferred Provider.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

Some brands of spectacle frames and/or lenses may be unavailable for purchase as Plan Benefits, or may be subject to additional limitations. Covered Persons may obtain details regarding frame and lens brand availability from their VSP PREFERRED Provider or by calling VSP's Customer Care Division at (800) 877-7195.

NOT COVERED

1. Services and/or materials not specifically included in this Schedule as covered Plan Benefits.
2. Plano lenses (lenses with refractive correction of less than $\pm .50$ diopter), except as specifically allowed under the LightCare enhancement, if purchased by Client.
3. Two pair of glasses instead of bifocals.
4. Replacement of lenses, frames and/or contact lenses furnished under this Plan which are lost or damaged, except at the normal intervals when Plan Benefits are otherwise available.
5. Orthoptics or vision training and any associated supplemental testing.
6. Medical or surgical treatment of the eyes.
7. Contact lens insurance policies or service agreements.
8. Refitting of contact lenses after the initial (90-day) fitting period.
9. Contact lens modification, polishing or cleaning.
10. Local, state and/or federal taxes, except where VSP is required by law to pay.
11. Services associated with Corneal Refractive Therapy (CRT) or Orthokeratology.

Agenda Item #6.6.

PLAN BENEFITS OPEN ACCESS PROVIDERS

COPAYMENT

There shall be a Copayment of \$15.00 for the examination payable by the Covered Person at the time services are rendered. If materials (lenses, frames or Necessary Contact Lenses) are provided, there shall be an additional \$15.00 Copayment payable at the time materials are ordered. The Copayment shall not apply to Elective Contact Lenses.

EYE EXAMINATION: Up to \$ 45.00* once every 12 months**

Comprehensive examination of visual functions and prescription of corrective eyewear.

LENSES: Up to \$ 30.00-100.00* once every 12 months**

Spectacle Lenses (Single, Lined Bifocal, Lined Trifocal or Lenticular) including Lens Enhancements (if purchased by Client).

FRAMES: Covered up to \$ 70.00* once every 12 months**

CONTACT LENSES

Elective

Elective Contact Lenses are covered up to \$105.00 once every 12 months**

Necessary

Necessary Contact Lenses are covered up to \$210.00* once every 12 months**

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Doctor.

Contact Lenses are provided in place of spectacle lens and frame benefits available herein.

*Less any applicable Copayment.

**beginning with the first day of the Benefit Period.

Agenda Item #6.6.

LOW VISION

Professional services for severe visual problems that cannot be corrected with regular lenses, including:

Supplemental Testing: Up to \$125.00*.

-Includes evaluation, diagnosis and prescription of vision aids where indicated.

Supplemental Aids: 75% of Open Access Provider's fee, up to \$1000.00*

*Maximum benefit for all Low Vision services and materials is \$1000.00 every two (2) years and a maximum of two supplemental tests within a two-year period.

Low Vision Services are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Doctor.

*Less any applicable Copayment.

EXCLUSIONS AND LIMITATIONS OF BENEFITS OPEN ACCESS PROVIDERS

1. Exclusions and limitations of benefits described above for VSP Preferred Providers shall also apply to services rendered by Open Access Providers.
2. Services from an Open Access Provider are in lieu of services from a VSP Preferred Provider or an Affiliate Provider.
3. There is no guarantee that the amount reimbursed will be sufficient to pay the cost of services or materials in full.
4. VSP is unable to require Open Access Providers to adhere to VSP's quality standards.

Agenda Item #6.6.

Exhibit B

VISION SERVICE PLAN INSURANCE COMPANY (VSP) SCHEDULE OF PREMIUMS VSP Choice Plan BASE PLAN

VISION SERVICE PLAN INSURANCE COMPANY ("VSP") shall be entitled to receive premiums for each month on behalf of each Enrollee and his/her Eligible Dependents, if any, in the amounts specified below.

- \$ 5.11 per month for each eligible Enrollee without dependents.
- \$ 10.22 per month for each eligible Enrollee with an eligible spouse.
- \$ 10.93 per month for each eligible Enrollee with eligible child(ren).
- \$ 17.47 per month for each eligible Enrollee with eligible spouse and child(ren).

NOTICE: The premium under this Policy is subject to change upon renewal (after the end of the initial Policy Term or any subsequent Policy Term), or upon change of the Schedule of Benefits or a material change in any other terms or conditions of the Policy.

Agenda Item #6.6.

Exhibit B

VISION SERVICE PLAN INSURANCE COMPANY (VSP) SCHEDULE OF PREMIUMS VSP Choice Plan BUY UP PLAN

VISION SERVICE PLAN INSURANCE COMPANY ("VSP") shall be entitled to receive premiums for each month on behalf of each Enrollee and his/her Eligible Dependents, if any, in the amounts specified below.

- \$ 9.71 per month for each eligible Enrollee without dependents.
- \$ 19.42 per month for each eligible Enrollee with an eligible spouse.
- \$ 20.78 per month for each eligible Enrollee with eligible child(ren).
- \$ 33.22 per month for each eligible Enrollee with eligible spouse and child(ren).

NOTICE: The premium under this Policy is subject to change upon renewal (after the end of the initial Policy Term or any subsequent Policy Term), or upon change of the Schedule of Benefits or a material change in any other terms or conditions of the Policy.

Agenda Item #6.6.

EXHIBIT C

VISION SERVICE PLAN INSURANCE COMPANY ADDITIONAL BENEFIT RIDER SUPPLEMENTAL ESSENTIAL MEDICAL EYE CARE

GENERAL

The Rider lists additional vision care benefits to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY ("VSP") are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein. The Supplemental Essential Medical Eye Care benefit is designed for the detection, treatment, and management of ocular conditions and/or systemic conditions which produce ocular or visual symptoms. Under the benefit, eye care professionals provide treatment and services for urgent ocular emergencies as well as the management of chronic systemic diseases that manifest in the eyes. This Rider forms a part of the Policy and Evidence of Coverage to which it is attached.

ELIGIBILITY

The following are Covered Persons under this Plan, pursuant to eligibility criteria established by Client:

- Enrollee
- Legal Spouse of Enrollee
- Domestic Partner
- Any child of Enrollee, including natural child from the date of birth, legally adopted child from the date of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible.

Dependent children are covered up to the end of the month in which they turn age 26.

A dependent child over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon Enrollee for support and maintenance.

Covered benefits include specific medical eye care procedure codes when appropriate for the optometric scope of licensure as well as the current laws, rules and regulations as determined by the State and Federal Government.

Agenda Item #6.6.

PLAN BENEFITS

VSP PREFERRED PROVIDERS

COVERED SERVICES

Medical Eye Examinations: Covered in full after a Copayment of \$20.00.

Urgent/Emergency Care* and Special Ophthalmological Services:** Covered in full

*Urgent/Emergency Care refers to VSP covered services for an emergency medical eye condition including, but not limited to eye infections, foreign body and abrasions, ocular injuries, and chemical exposure to the eye or eyelid.

**Special Ophthalmological Services refer to eye care services that are problem-focused and involve medical decision-making. Special ophthalmological services go beyond general services and relate to the diagnosis, evaluation, treatment, and management of ocular conditions.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

Supplemental Essential Medical Eye Care provides coverage for certain vision-related medical services. A current list of the covered procedures will be made available to the Client upon request.

NOT COVERED

1. Eyeglasses or contact lenses.
2. General anesthesia surgical procedures.
3. Preoperative or postoperative surgical procedures.
4. Inpatient hospital services.
5. Services provided for refractive diagnoses that are part of the Covered Person's routine vision care coverage.
6. Prescription medication or supplies of any type.
7. Local, state and/or federal taxes, except where VSP is required by law to pay.
8. Services and/or materials not specifically included in this Rider as covered Plan Benefits.

Agenda Item #6.6.

**PLAN BENEFITS
OPEN ACCESS PROVIDERS**

An eye care professional that is an Open Access Provider may require Covered Person to pay for all services in full at the time of the visit. Covered Person may then submit a claim to VSP for reimbursement.

COVERED SERVICES

Eye Examinations, Urgent/Emergency Care and Special Ophthalmological Services: Covered up to 80% of VSP in-network maximum allowed amounts less any applicable Copayment amount; based on coverage limits for the specific medical eye care service and state service was received.

VSP Preferred Provider		Open Access Provider
Service or Material		
Medical Eye Examination	Covered in Full after \$20.00 Copayment	Covered up to 80% of in-network allowed amount less \$20.00 Copayment
Urgent/Emergency Care and Special Ophthalmological Services	Covered in Full	Covered up to 80% of in-network allowed amount

EXCLUSIONS AND LIMITATIONS OF BENEFITS

- Exclusions and limitations of benefits described above for VSP Preferred Providers shall also apply to services rendered by Open Access Providers.
- There is no guarantee that the amount reimbursed will be sufficient to pay the cost of services in full.
- VSP is unable to require Open Access Providers to adhere to VSP’s quality standards.



**3118; Council
Bill 27-002**

City Council Action and Executive Summary

Type of Action:
☐ Resolution
☒ Ordinance
☐ TIDD Resolution

District:	☒ 1	☐ 2	☐ 3	☐ 4	☐ 5	☐ 6	☐ N/A
1st Reading:	July 6, 2026			Adopted:		July 20, 2026	
Drafter:	Sara Gonzales			Department:		Community Development	
Title:	AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR AN UNSUBDIVIDED PARCEL WITHIN THE ROYAL CROSSING DEVELOPMENT. THE PROPERTY IS LOCATED SOUTH OF MERCY DRIVE, ENCOMPASSES APPROXIMATELY 22.08 ACRES, IS ZONED NH-2U (NEIGHBORHOOD 2 URBAN), NH-3U (NEIGHBORHOOD 3 URBAN), AND OS-1U (OPEN SPACE RECREATIONAL URBAN). PROPOSED ZONING IS NH-1U (NEIGHBORHOOD 1 URBAN), NH-3U (NEIGHBORHOOD 3 URBAN), OS-1U (OPEN SPACE RECREATIONAL URBAN), AND OS-2U (OPEN SPACE DRAINAGE URBAN). NO CHANGES TO THE TOWN CENTER OVERLAY. SUBMITTED BY SOUDER MILLER AND ASSOCIATES ON BEHALF OF LC LAND LLC., PROPERTY OWNER. (26ZO0500015)						

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

PURPOSE(S) OF ACTION:
Zoning Map Amendment.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The Zoning Map may be amended, including rezonings, boundary adjustments, or district changes in accordance with NMSA 3-21-6, as amended. Zoning is a primary tool for regulating land use, including building size, lot dimensions, lot coverage, and compatibility of uses. The City Council is required to review and take final action.

The applicant is requesting a rezoning of several planning parcels within the Royal Crossing development. The parcels are currently zoned NH-2U (Neighborhood 2 Urban), NH-3U (Neighborhood 3 Urban), and OS-1U (Open Space Recreational Urban). The proposed change would reclassify the parcels to NH-1U (Neighborhood 1 Urban), NH-3U (Neighborhood 3 Urban), OS-1U (Open Space Recreational Urban), and OS-2U (Open Space Drainage Urban). The purpose of the zoning amendment is to revise the designated drainage area in accordance with the approved master drainage report, realign the linear trail to provide a more accessible and active pedestrian connection to Apodaca Park and the Outfall Channel, and reduce residential density to ensure compatibility with the surrounding neighborhoods.

The property is strategically located within an area designated as both an Urban Neighborhood Place Type and a Town Center on the Future Development Map of the Elevate Las Cruces Comprehensive Plan. The Urban Neighborhood designation supports a diverse range of housing opportunities complemented by neighborhood-serving commercial uses, creating a balanced and connected community environment. As part of the Town Center designation, the area is envisioned as a vibrant, walkable destination that integrates residential and non-residential uses. This mixed-use framework encourages a dynamic live-work-play

Agenda Item #6.7.

atmosphere by supporting institutional, cultural, employment, retail, and entertainment opportunities alongside higher-density residential development.

Additionally, the drainage report identifies a reduced stormwater retention requirement, resulting in additional developable acreage for residential uses. This enhancement increases the potential for residential units within the areas designated as "Cottage Residential" in the Apodaca Blueprint and within the "Flex District" consistent with Neighborhood 3 zoning. These designations further promote a thoughtful mix of residential and professional office uses, supporting a well-planned and sustainable community pattern.

On May 26, 2026, the Planning and Zoning Commission (P&Z), pursuant to Figure 34-2-1, Summary of Major Roles and Responsibilities, of the 2025 Zoning Code, recommended approval of the proposed zone change request by a unanimous 5-0 vote (with one Commissioner absent and one Commission vacancy), based on the findings outlined in Exhibit "C." The proposed development advances a key vision of the Apodaca Blueprint by incorporating a network of public multi-use trails that connect on-site character areas with adjacent residential neighborhoods, Apodaca Park, and the regional trail system through the Outfall Channel Trail and Triviz Trail. These connections enhance recreational opportunities and promote greater mobility throughout the area. The subject parcels also provide an effective transition between the existing single-family residential neighborhoods to the east and the planned mix of housing, office, and neighborhood-serving commercial uses to the west. This thoughtful land use arrangement supports increased access to goods, services, and employment opportunities for both current and future residents. Furthermore, multiple access points improve connectivity throughout the development and strengthen access for surrounding neighborhoods, contributing to a more integrated and accessible community.

The case was publicly noticed in accordance with the applicable notification requirements. Staff received one inquiry regarding the notification process. During the public meeting, two speakers provided comments related to the compatibility of single-story residential development, the importance of maintaining appropriate density levels, and consideration of height restrictions associated with helicopter operations at Three Crosses Hospital. Additional details regarding the meeting and public comments are provided in Attachment "A."

The City Council will consider the recommendation of the P&Z and will decide whether the requested zoning districts are appropriate at these locations. If deemed suitable, based upon evidence presented, the City Council will make a final determination on the request. It is possible for the City Council to modify the recommendation by removing or adding conditions. Furthermore, City Council can reject the recommendation; however, new evidence and facts must be articulated if the City Council reverses the P&Z recommendation.

SUPPORT INFORMATION:

[Exhibit "A" - Proposed Zoning Map Amendment](#)

[Exhibit "B" - Royal Crossing Zoning Amendment Metes and Bounds Description](#)

[Exhibit "C" - Findings](#)

[Attachment "A" - May 26, 2026 PNZ Minutes](#)

PLAN(S):

Other, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

P&Z

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

Agenda Item #6.7.

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Ordinance and affirm the P&Z recommendation for approval.
2. Vote "No"; this will deny the Ordinance and will reject the recommendation made by the P&Z.
3. Vote to "Amend"; this could allow City Council to modify the Ordinance by adding conditions as determined appropriate.
4. Vote to "Table"; this will allow City Council to table/postpone the Ordinance and direct staff accordingly.

Agenda Item #6.7.

ORDINANCE 3118; COUNCIL BILL 27-002

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR AN UNSUBDIVIDED PARCEL WITHIN THE ROYAL CROSSING DEVELOPMENT. THE PROPERTY IS LOCATED SOUTH OF MERCY DRIVE, ENCOMPASSES APPROXIMATELY 22.08 ACRES, IS ZONED NH-2U (NEIGHBORHOOD 2 URBAN), NH-3U (NEIGHBORHOOD 3 URBAN), AND OS-1U (OPEN SPACE RECREATIONAL URBAN). PROPOSED ZONING IS NH-1U (NEIGHBORHOOD 1 URBAN), NH-3U (NEIGHBORHOOD 3 URBAN), OS-1U (OPEN SPACE RECREATIONAL URBAN), AND OS-2U (OPEN SPACE DRAINAGE URBAN). NO CHANGES TO THE TOWN CENTER OVERLAY. SUBMITTED BY SOUDER MILLER AND ASSOCIATES ON BEHALF OF LC LAND LLC., PROPERTY OWNER. (26ZO0500015)

The City Council is informed that:

WHEREAS, Souder Miller and Associates on behalf of LC Land LLC., property owner, submitted a request for a zoning map amendment from NH-2U (Neighborhood 2 Urban), NH-3U (Neighborhood 3 Urban), and OS-1U (Open Space Recreational Urban) to NH-1U (Neighborhood 1 Urban), NH-3U (Neighborhood 3 Urban), OS-1U (Open Space Recreational Urban), and OS-2U (Open Space Drainage Urban) for the remaining parcel encompassing approximately 22.08 acres located on the south side of Mercy Drive; and

WHEREAS, the proposed zoning map amendment will incorporate a network of public multi-use trails that connect the new and existing neighborhoods; and

WHEREAS, the proposed zoning map amendment expands on the availability of goods, services, and employment opportunities for current and future residents; and

WHEREAS, the proposed parcels are located within the Infill area and Apodaca Blueprint where mixed-use development is encouraged; and

WHEREAS, the Planning and Zoning Commission, after conducting a public hearing on May 26, 2026, recommended that said zoning map amendment request be approved by a vote of 5-0-0 (one Commissioner absent and one Commissioner vacancy).

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

(I)

THAT the land, as reflected in Exhibits "A" and "B", attached hereto and made part of this Ordinance, is hereby zoned NH-1U (Neighborhood 1 Urban), NH-3U (Neighborhood 3 Urban), OS-1U (Open Space Recreational Urban), and OS-2U (Open Space Drainage Urban).

(II)

THAT the zoning is based on the findings contained in Exhibit "C", attached hereto and made part of this Ordinance.

(III)

THAT the zoning of said property be shown accordingly on the City Zoning Map.

(IV)

Agenda Item #6.7.

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 #6.7.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

LOCATED IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 2 EAST
N.M.P.M. OF THE U.S.G.L.O. SURVEYS
CITY OF LAS CRUCES, DOÑA ANA COUNTY, NEW MEXICO
MAY 2026
22.00 A.C. ±

Rev #	Date	Description	By
1	03/26/26	ISSUED FOR C/C REVIEW #1	CHKG



SOUDER, MILLER & ASSOCIATES
Engineering • Environmental • Geomatics
Serving the Southwest & Rocky Mountains
3500 Sedona Hills Pkwy.
Las Cruces, NM 88011
Phone (575) 647-0799 Fax (575) 647-0680
www.soudemiller.com

LAS CRUCES, NEW MEXICO ROYAL CROSSING SUBDIVISION ZONING AMENDMENT LLC LAND, LLC LAS CRUCES, NEW MEXICO

LC LAND, LLC

05-01-2026

THIS DRAWING IS INCOMPLETE
AND NOT TO BE USED FOR
CONSTRUCTION UNLESS IT IS
STAMPED, SIGNED AND DATED

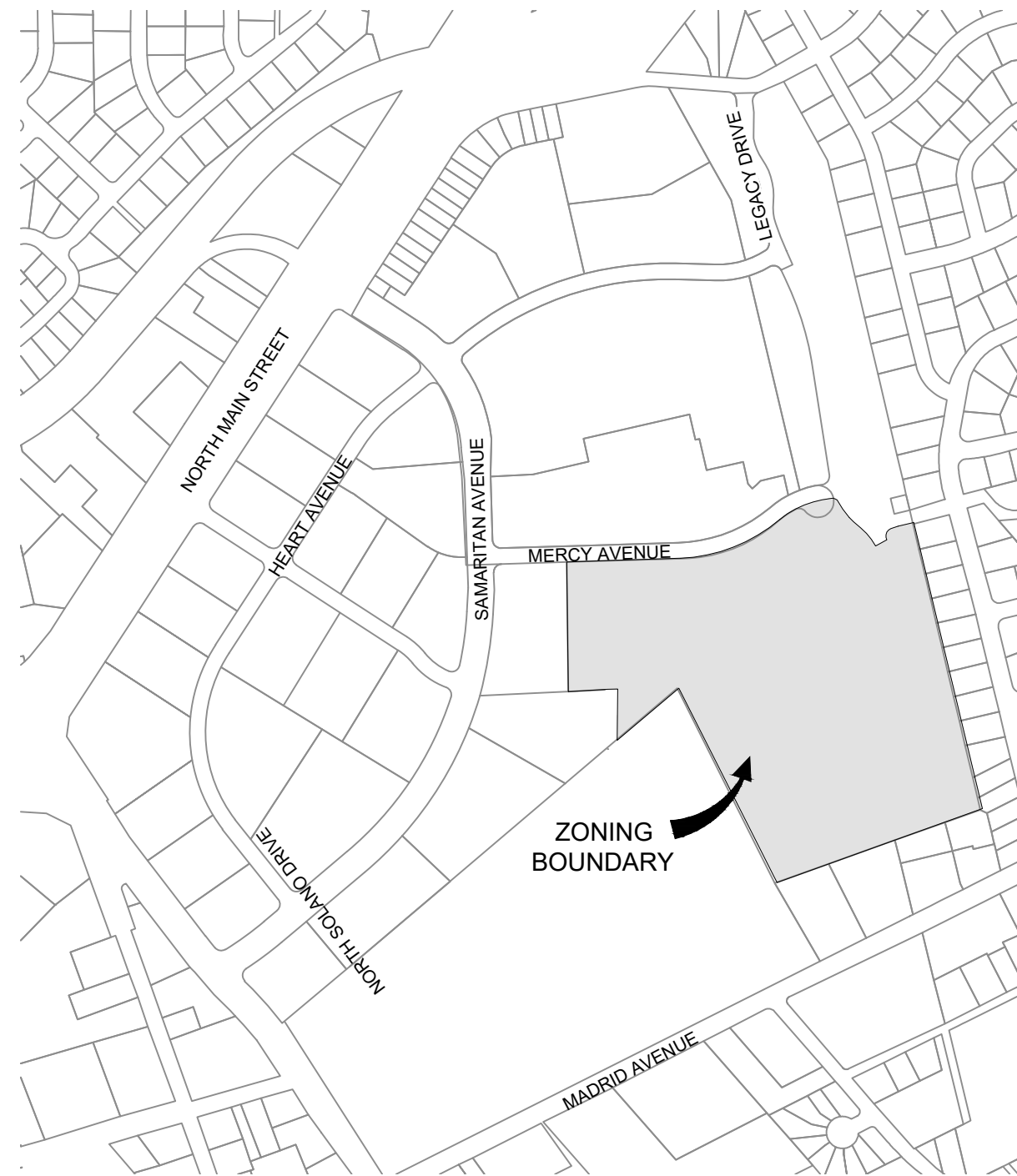
Designed MJ	Drawn TB	Checked MJ
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Date: May 2026

Scale: Horiz:
Vert:

Project No: 9333255

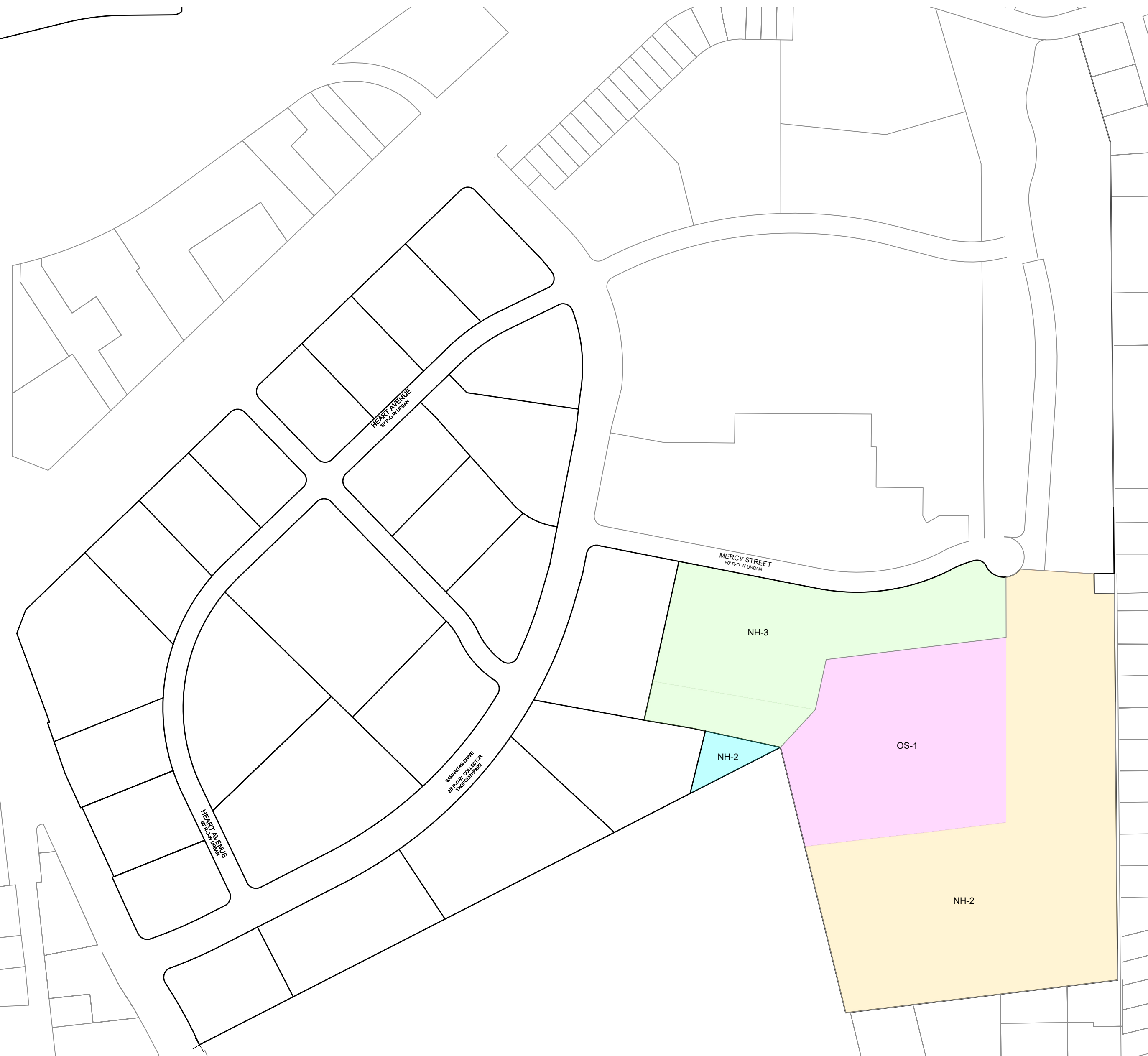
Sheet: C100



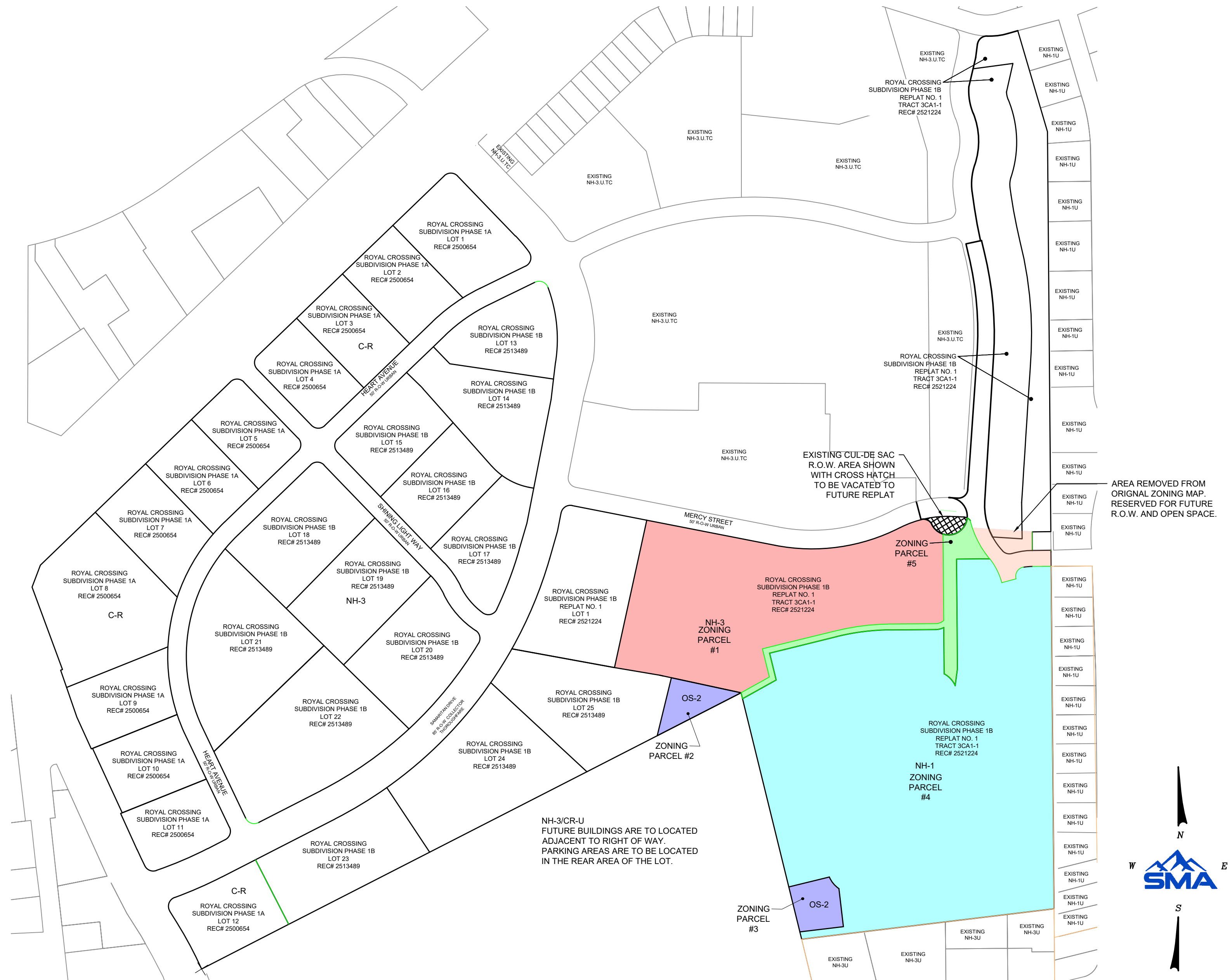
VICINITY MAP
NOT TO SCALE

EXISTING ZONING - KEY MAP			
ZONING DESIGNATION	EXISTING ZONING		TOTAL ACRES
	NEIGHBORHOOD 3 DISTRICT	NH-3	± 5.40
	NEIGHBORHOOD 2 DISTRICT	NH-2	± 0.35
	OPEN-SPACE PRESERVE AND RECREATIONAL DISTRICT	OS-1	± 5.41
	NEIGHBORHOOD 2 DISTRICT	NH-2	± 10.84

PROPOSED ZONING - KEY MAP			
ZONING DESIGNATION	EXISTING ZONING		TOTAL ACREAGE
	NEIGHBORHOOD 1 DISTRICT	NH-1U	± 14.11
	NEIGHBORHOOD 3 DISTRICT	NH-3U	± 6.08
	OPEN-SPACE PRESERVE AND RECREATIONAL DISTRICT	OS-1	± 0.68
	OPEN-SPACE-DRAINAGE DISTRICT	OS-2	± 0.72
	AREA REMOVED FROM ORIGINAL ZONING MAP. RESERVED FOR FUTURE R.O.W. AND OPEN SPACE.		± 0.41



EXISTING ZONING MAP
SCALE: 1" = 200'



PROPOSED ZONING MAP
SCALE: 1" = 200'

Agenda Item #6.7.

Metes and Bounds description of Zoning Parcel #1 6.08 AC.

Beginning at a point whose Northing is 485250.301 and whose Easting is 1481023.355

thence bearing S 76-30-44 W a distance of 122.81'

"thence along a curve to the LEFT, having a radius of 630.00 a delta angle of 13° 19' 45", and whose long chord bears S 69-50-51 W a distance of 146.23'

thence bearing S 63-10-58 W a distance of 202.67'

thence bearing S 26-49-02 E a distance of 77.83'

thence bearing S 47-48-46 W a distance of 87.12'

thence bearing S 89-12-25 W a distance of 223.84'

thence bearing S 86-33-21 W a distance of 122.41'

thence bearing N 0-38-39 W a distance of 405.08'

thence bearing N 88-04-57 E a distance of 350.70'

"thence along a curve to the LEFT, having a radius of 516.00' a delta angle of 38° 17' 57", and whose long chord bears N 68-56-00 E a distance of 338.53'

"thence along a curve to the RIGHT, having a radius of 275.00' a delta angle of 12° 39' 02", and whose long chord bears N 56-03-33 E a distance of 60.60'

"thence along a curve to the RIGHT, having a radius of 25.00' a delta angle of 78° 20' 02", and whose long chord bears S 78-20-02 E a distance of 31.62'

"thence along a curve to the LEFT, having a radius of 50.00' a delta angle of 46° 33' 26", and whose long chord bears S 62-22-52 E a distance of 39.52'

"thence along a curve to the RIGHT, having a radius of 32.00' a delta angle of 42° 49' 56", and whose long chord bears S 55-05-45 W a distance of 23.37' to the point of beginning."

EMAILOD TO SALVA
6/10/2026

VERIFIED LEGALS WITH
CLOSURE REPORTS -

Agenda Item #6.7.

Zoning Parcel #2 Metes and Bounds Report

Metes and Bounds description of ZONING PARCEL 2

Beginning at a point whose Northing is 484761.265 and whose Easting is 1477758.258 ;

thence bearing N 00-43-45 E a distance of 187.54

thence bearing N 89-12-25 E a distance of 223.84

thence bearing S 49-52-46 W a distance of 295.81 to the point of beginning.

Agenda Item #6.7.

Metes and Bounds description of parcel ZONING PARCEL 3

Beginning at a point whose Northing is 484401.956 and whose Easting is 1478393.452 ;
N 19-48-12 W a distance of 102.98 ;
thence along a curve to the RIGHT, having a radius of 71.00 a delta angle of 32° 55' 16", and
whose long chord bears N 52-20-37 W a distance of 40.24 ;
S 63-10-58 W a distance of 112.14 ;
S 26-49-02 E a distance of 124.25 ;
N 70-08-35 E a distance of 117.77 to the point of beginning.

Agenda Item #6.7.

Zoning Parcel #4 Metes and Bounds Report

Beginning at a point whose Northing is 484401.956 and whose Easting is 1478393.452

thence bearing N 19-48-12.05 W a distance of 102.98

thence along a curve to the RIGHT, having a radius of 71.00 a delta angle of 32° 55' 16", and whose long chord bears N 52-20-37 W a distance of 40.24

thence bearing S 63-10-58 W a distance of 112.14

thence bearing N 26-49-02 W a distance of 520.19

thence bearing N 47-48-46 E a distance of 103.71

thence bearing N 26-49-02 W a distance of 74.02

thence bearing N 63-10-58 E a distance of 186.67

thence along a curve to the RIGHT, having a radius of 614.00 a delta angle of 13° 19' 45", and whose long chord bears N 69-50-51 E a distance of 142.52

thence bearing N 76-30-44 E a distance of 122.49

thence along a curve to the LEFT, having a radius of 48.00 a delta angle of 27° 22' 37", and whose long chord bears N 62-49-25 E a distance of 22.72

thence bearing S 13-29-17 E a distance of 124.68

thence along a curve to the RIGHT, having a radius of 71.00 a delta angle of 35° 27' 47", and whose long chord bears S 56-05-12 E a distance of 43.25

thence bearing N 5-9-56 W a distance of 45.48

thence bearing N 13-29-16 W a distance of 294.97

thence bearing N 76-30-44E a distance of 88.84

thence along a curve to the RIGHT, having a radius of 179.00 a delta angle of 23° 08' 18", and whose long chord bears S 39-41-06 E a distance of 71.80

thence bearing N 61-53-03 E a distance of 40.00

thence along a curve to the RIGHT, having a radius of 25.00 a delta angle of 95° 54' 19", and whose long chord bears N 19-50-12 E a distance of 37.13

thence along a curve to the RIGHT, having a radius of 158.18 a delta angle of 08° 43' 22", and whose long chord bears N 72-9-03 E a distance of 24.06

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thence bearing N 76-30-44 E a distance of 50.00

thence bearing S 13-29-16 E a distance of 919.83

thence bearing S 70-8-35 W a distance of 682.12

thence bearing N 26-49-02 W a distance of 20.20

thence bearing N 70-8-35 E a distance of 117.77 to the point of beginning.

Agenda Item #6.7.

Metes and Bounds description of parcel ZONING PARCEL 5

Beginning at a point whose Northing is 485540.469 and whose Easting is 1478479.824 ;

thence along a curve to the LEFT, having a radius of 256.64 a delta angle of 25° 50' 33", and whose long chord bears S 39-58-46 E a distance of 114.77

thence bearing S 76-30-44 W a distance of 88.84

thence bearing S 13-29-16 E a distance of 294.97

thence bearing S 5-9-56 E a distance of 45.48

thence along a curve to the LEFT, having a radius of 71.00' a delta angle of 35° 27' 47", and whose long chord bears N 56-5-12 W a distance of 43.25

thence bearing N 13-29-17 W a distance of 124.68

thence along a curve to the RIGHT, having a radius of 48.00' a delta angle of 27° 22' 37", and whose long chord bears S 62-49-25 W a distance of 22.72

thence bearing S 76-30-44 W a distance of 122.49

thence along a curve to the LEFT, having a radius of 614.00' a delta angle of 13° 19' 45", and whose long chord bears S 69-50-51 W a distance of 142.52

thence bearing S 63-10-58 W a distance of 186.67

thence bearing S 26-49-02 E a distance of 74.02

thence bearing S 47-48-46 W a distance of 103.71

thence bearing N 26-49-02 W a distance of 16.59

thence bearing N 47-48-46 E a distance of 87.12

thence bearing N 26-49-02 W a distance of 77.83

thence bearing N 63-10-58 E a distance of 202.67

thence along a curve to the RIGHT, having a radius of 630.00 a delta angle of 13° 19' 45", and whose long chord bears N 69-50-51 E a distance of 146.23

thence bearing N 76-30-44 E a distance of 122.81

thence along a curve to the LEFT, having a radius of 32.00 a delta angle of 42° 49' 56", and whose long chord bears N 55-5-45 E a distance of 23.37

thence bearing N 13-29-17 W a distance of 231.70

Agenda Item #6.7.

thence along a curve to the LEFT, having a radius of 50.00 a delta angle of $101^{\circ} 56' 23''$, and whose long chord bears N 43-22-14 E a distance of 77.68

thence along a curve to the RIGHT, having a radius of 25.00 a delta angle of $25^{\circ} 34' 30''$, and whose long chord bears S 63-16-33 E a distance of 11.07 to the point of beginning.

FINDINGS:

- Proposed zoning map amendment is more appropriate transition between the existing single-family residences to the east and the proposed mix of housing, office, and neighborhood commercial uses to the west.
- Updates support improved access and connectivity to goods and services for both current and future residents.
- Connection is created through trails systems to Apodaca Park.
- The proposal meets the intent of the conceptual plan / blueprint.



CITY OF LAS CRUCES

**PLANNING AND ZONING COMMISSION
FOR THE
CITY OF LAS CRUCES
City Council Chambers
May 26, 2026 at 6:00 p.m.**

BOARD MEMBERS PRESENT:

Crystal McCaslin, Chair
Janet Acosta, Vice-Chair
Scott Kaiser, Member
Enrico Smith, Member
Kent Thurston, Member

BOARD MEMBERS ABSENT:

Joaquin Acosta, Member

STAFF PRESENT:

Chris Faivre, Director Community Development
Sara Gonzales, Deputy Director Community Development
Katherine Harrison-Rogers, Parks and Recreation
Kyle Arend, Public Works Interim Director

1. CALL TO ORDER (6:00)

McCaslin: Good evening, I'd like to call to order the Planning and Zoning Commission meeting.

2. CONFLICT OF INTEREST

McCaslin: Does any member of the commission or any member of the city staff have any known conflict or interest with any item on the agenda?

Thurston: I do. Case number, the first one was 7.1, which is the case 25, I don't know if, that one.

McCaslin: Perfect. Thank you so much. Is there a quorum? Fantastic. I am Commissioner Crystal McCaslin, the chair.

3. PUBLIC PARTICIPATION

McCaslin: Is there any member of the public? Oh, that's the next on my agenda. Yes. That would like to discuss anything that is not on the agenda this evening. Perfect, can you approach the podium, please?

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1
2 Shervanick: Thank you for accommodating me. Thank you, Madam Chair. Gregory
3 Shervanick for the public. And I would like to bring to your attention some
4 resources that you may not know about, which is the GIS mapping
5 department of the city. I use it regularly, and in December, a case came
6 before some of you in this body. And I think had you had the details of that
7 looking at the parcel map, which then gives you an identification number to
8 an address, because the city owns property, it has no address, and that can
9 be verified by the Doña Ana County Assessor's Office, which that parcel
10 number will give you a residential number, which will then give you access
11 to EAGLE and the history of the property. And I bring this up because I've
12 heard this body ask for more information, and I understand why the city
13 doesn't wish to give you as much as you would desire. However, the
14 information is out there, the city offers it, it even has instruments as a slide
15 rule. And the reason I mention that is because, Madam Chair, I would like
16 to at least acknowledge publicly right now that I would like to have the public
17 speak after 7.2 makes its presentation.

18
19 McCaslin: Thank you.

20
21 Shervanick: Thank you very much.

22
23 Birch: Hi. Thank you for giving me this opportunity to speak to you. My issue is
24 in regard to 7.2.

25
26 McCaslin: Can you please state your name?

27
28 Birch: Oh, I'm sorry. Daniel Birch.

29
30 McCaslin: Mr. Birch, I'm sorry, you can't speak on any items on the agenda. This is
31 only non-agenda items right now.

32
33 Birch: Yes, I'm not going to, this is not part of the agenda, but it's somewhat related
34 to what is on the agenda, that's what I was prefacing.

35
36 McCaslin: Okay.

37
38 Birch: So my concern is every morning between 7.30 and 9 o'clock on Sonoma
39 Boulevard, there is just immense traffic. And as we are putting in more and
40 more houses in the Metro Verde area, that's becoming just kind of a big log,
41 a big traffic jam. And so I don't know exactly how, what the process is of
42 introducing something like that to this body, but I was, and it may have been
43 something that has been discussed in previous council meetings, but I really
44 wanted to bring that up as an issue that a lot of people in my neighborhood
45 have. Because you sit there in traffic and it's just, there's a stop sign, there's
46 a light down on Bataan, and that's the only way in, the only way out of my

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neighborhood. And they continue, we're continuing to put in houses all the way up to the golf course, to Black Hawk, or Red Hawk. And so I was just wanting to bring that up as an item.

McCaslin: Thank you.

Birth: Thank you.

McCaslin: Anyone else?

4. ACCEPTANCE OF THE AGENDA

McCaslin: All right. Can I get an acceptance for the agenda?

Ja. Acosta: Madam Chair. I make a motion. I make a motion to accept the agenda as presented.

McCaslin: Thank you, Commissioner Acosta. Is there a second?

Thurston: I'll get second.

McCaslin: Thank you.

Faivre: All right, this is on the motion to accept the agenda. Commissioner Smith.

Smith: Yes.

Faivre: Commissioner Kaiser.

Kaiser: Yes.

Faivre: Commissioner Thurston.

Thurston: Yes.

Faivre: Vice-Chair.

Ja. Acosta: Yes.

Faivre: And Chair.

McCaslin: Yes.

Faivre: Thank you.

5. PLANNING AND ZONING MINUTES – April 28, 2026

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1
2 APPROVED UNANIMOUSLY.

3 4 **6. CONSENT AGENDA**

5
6 McCaslin: All right. There's no consent agenda today.

7 8 **7. NEW BUSINESS**

9
10 **7.1 Case 25CS0500099:** A request for approval of a preliminary plat known as
11 Summer Estates Subdivision. The proposed subdivision is zoned NH-1S/NH-3S
12 (Neighborhood 1 Suburban/ Neighborhood 3 Suburban), encompasses
13 approximately 33.023 acres in size, and is located south of Engler road/Thurmond
14 Road and along the east side of Settlers Pass/Longview Lane. The subdivision
15 proposed to subdivide two existing tracts into 29 new residential lots. Submitted
16 by Libbin Underwood Engineering and Surveying, representative, on behalf of
17 Thurston Kenneth R. Trustees and G. Bruce Brown, Jr. and Nelita U. Property
18 owners.

19
20 McCaslin: New business. Thank you, Commissioner Thurston. We'll see you in the
21 end.

22
23 Gonzales: Commission. Sara Gonzales with Community Development. Before you is
24 the proposed preliminary plat for Summer Estates.

25
26 McCaslin: Sorry, Sara, hang on just a second. Do I have a motion to hear item 7.1?

27
28 Ja. Acosta: Madam Chair, I'll make the motion to proceed.

29
30 Kaiser: Second.

31
32 McCaslin: Thank you.

33
34 Gonzales: Okay, we'll go round two.

35
36 McCaslin: You may proceed, sorry.

37
38 Gonzales: No worries. Once again, this is for the proposed preliminary plat known as
39 Summer Estates. The scope of the discussion tonight will be to review the
40 Summer Estates preliminary plat. This is not a zone change. The purview
41 of the P&Z is to focus on the subdivision compliance, the lot layout frontage,
42 access, the right-of-way dedication, utility extension, and connectivity.

43
44 Currently on the property, it is located south of Engler Road and Thurman
45 Road, east and west side of Settlers Pass and Longview Lane. Property
46 encompasses 33.023 acres in size and is currently two tracts, one of them,

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1 the larger portion, is vacant. The other tract does have a residence located
2 on it. The property is zoned NH-1 Suburban, NH-3 Suburban. A portion of
3 it is slash zoning. The second portion is just NH-1 Suburban. This is going
4 to be your neighborhood and then your small office and commercial uses.

5
6 Here's a zoning map of the subject property. As you can see, there is a
7 small portion along Engler and Thurman Road that are essentially the NH-
8 3. The remaining portions that are highlighted in blue is where you're going
9 to see the NH-1s. The applicant is proposing to subdivide the two existing
10 tracts into 29 residential lots. These lots will range in size from 0.88 acres
11 to 2.749 acres. The minimum lot frontage is going to be at least 40 feet
12 meeting basically the zoning code. Water and gas will be extended for the
13 subdivision as well as through Longview Lane. There is no sewer as there
14 is, the slopes don't meet for sewer to be extended so there will be septic on
15 these lots. That is the requirement as far as why the large lots have to be
16 the size they are. Per NMED standards, you have to have a minimum of
17 0.75 acres in order to put septic onto a property.

18
19 There is dedication of Engler and Thurman Road which is 60 feet as this is
20 an arterial roadway. And then there's dedication of Settlers Pass and
21 Longview Lane which is 42 1/2 feet following the existing collector roadway
22 that was basically a gap within this area.

23
24 So at this point on Summer Street, the applicant did go through the DRC
25 process. They are proposing and did get approved for alternate cross
26 sections. The 40 foot wide cross section for Summer Street is going to
27 connect to Cerro Court and I'll show you that on the aerial map of basically
28 how they're going to connect and align with one another. It will include
29 pavement, sidewalk, curb gutter, lighting, and parking on one side. That's
30 going to be an improvement from the original subdivision on Carson Ranch
31 where we do see four foot wide parkways that are dirt. We're now going to
32 see sidewalks, so it can actually enhance that roadway and connectivity.

33
34 On Engler and Thurman Road and Settlers Pass/Longview Lane, the
35 improvements are proposed to be reallocated or relocated. They are willing
36 to install the west side of Settlers Pass and Longview Lane for 42 1/2 feet
37 wide which would include pavement, sidewalk, curb, gutter, bike lane, and
38 lighting. The reason for that is to actually make the connectivity from the
39 gap we see.

40
41 So to further describe this, here's an aerial map. The property is highlighted
42 in blue which is going through the preliminary plat process. The areas in
43 green is where the applicant is required to provide the required dedication.
44 At this point, they have dedicated the 60 feet along Engler and Thurman.
45 They have dedicated the 42 1/2 feet if the subdivision were to go through.
46 However, because there is a gap of a dirt road, the applicant is proposing

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1 to take the highlighted green area and redevelop essentially or finish that
2 gap in yellow. That is also 42 1/2 feet wide. The dedication for two of the
3 parcels had already been provided. So these two parcels were dedicated
4 when they were part of the county before it was annexed in. City Council
5 approved the purchase of the final lot here on May 4th for that dedication,
6 knowing that the expansion of this road or the extension of this road is very
7 important, especially for the Sonoma Ranch area being very traffic in
8 (*inaudible*). This property owner is providing dedication as well. So this will
9 provide all dedication needed to at least do half of the road. The other side
10 on the east side, we do not have dedication at this point in time. The city
11 does not control it; it's still private property until at the time it is developed.
12

13 Here's the proposed preliminary plat. As you can see on the northern lot,
14 these areas are going to basically create 28 lots out of the 29. They are at
15 least 0.8 acres in size or larger, meeting the septic requirements. Here is
16 the required dedication and the required dedication. This would be the
17 extension of essentially Summer Street, which would then connect over to
18 Cerro Court. So you're seeing basically a mirror of a lot of the subdivision
19 itself. Here is the other portion that is located, which is Block B, that is
20 separate, which is providing the dedication, but is a larger lot. That's going
21 to be your 2.749 acres in size.
22

23 So at this point, DRC did review the subdivision from infrastructure, utilities,
24 and an improvement standpoint. On May 6th, they did approve the alternate
25 cross-section for Summer Street, knowing that it does align with Cerro
26 Court. They approved the alternate cross-section for Settlers Pass and
27 Longview Lane, knowing that it is going to provide that connecting point
28 that's already existing there. They also did approve the payment in lieu for
29 parkland dedication, as the size of the park is only 0.19 that would be
30 proposed here, which would not meet the three-acre minimum. And so
31 they'd be paying the fee in lieu for parks recommendation. And then
32 recommended approval of the actual preliminary plat and its layout. So with
33 that, staff's findings for approval, along with DRC, is it does comply with the
34 standards within the City of Las Cruces subdivision code. Part of the
35 subdivision code outlined that you just have to meet the minimum frontage
36 and your densities. Based on the property, they would be allowed to have
37 16 dwelling units per acre. They're at 1.2 because of the large lot
38 requirement based on septic. It also has a minimum requirement of the 40-
39 foot frontage, and so that is being met with each lot. Most of them are about
40 100 feet wide. You also have the lot widths. That's where I was explaining
41 they do comply with the 40 feet. Subdivision also allows for large lot
42 developments and alternative housing. We do see a lot of density going in,
43 but there has been request for larger lots within the community. Lastly, it
44 will be the extension that provides an alternative route. We do see and
45 understand that there is concerns with Sonoma Ranch and the amount of
46 traffic that is going through there from the Metro Verde development. This

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1 will also create an alternative path. We are currently seeing that Las
2 Colinas is being utilized. However, it is not an extended road. It is going
3 through private property, and so that is going to be something that's fenced
4 in that people are also using that is not a dedicated road. And so this will
5 help eliminate some of that traffic going through private property, put it onto
6 a road that's going to be a complete paved road.

7
8 Notice was sent to all the departments, all supported the preliminary plat,
9 and the proposed alternate cross-sections and connectivity. We did receive
10 two phone calls that supported the connection knowing that it is needed
11 within the area. We did receive a late e-mail that is presented to you, to
12 everybody in the council, or commission, up on the dais. It came in around
13 3:45 this afternoon. There were some concerns related to the traffic, the
14 drainage, and then the natural habitat that's there. To address the traffic, a
15 lot of that traffic is going to not necessarily be created by the additional lots,
16 but you're going to see that traffic is generated as multiple people find
17 alternative routes, and so that road is already being utilized at this point.
18 From a drainage standpoint, as part of the drainage report that the
19 developer is required to provide and the engineer goes through, they're
20 ensuring that there's on-lot ponding for any development that does come in,
21 as well as any historic flows are always allowed to remain, and so you
22 cannot create any more area that you'd actually have to pond, so that's
23 going to be taken care of within each development. With that, here's the
24 commission's options. I stand for any questions. And the applicant is here
25 as well, if you have any for them.

26
27 McCaslin: Thank you so much. Does the applicant have anything they'd like to
28 include? Hello. Can you please state your name?

29
30 Libbin: Good evening. My name is Zach Libbin, with Libbin Underwood
31 Engineering and Surveying.

32
33 McCaslin: Thank you, Mr. Libbin. Do you swear or affirm that the testimony you're
34 about to give is the truth, and nothing but the truth, under the penalty of law?

35
36 Libbin: I do.

37
38 McCaslin: Thank you.

39
40 Libbin: Thank you. I don't have a lot to add to Ms. Gonzales's presentation. I
41 appreciate her thorough presentation. As noted, Summer Estates is a 28-
42 lot subdivision intended to suit the surrounding area with large lots, larger
43 lots, and not higher density. As noted, I'm going to flip slides. As noted, the
44 developers choosing to, or voluntarily choosing to develop the yellow
45 portion of Longview Lane or Settlers Pass there, instead of the two green
46 portions, to improve connectivity, vehicular, pedestrian access, and safety

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1 there, as that yellow portion is an undeveloped road. Maybe it's not even a
2 road, barely counts as a road. But the developer's choosing to improve that.
3 There will be paved road connecting from the existing paved road to the
4 south, all the way up to Engler following this. The developer and their team
5 have worked with staff to achieve this in a straight manner, in a straight
6 path, rather than deviating, or it's taken some work to achieve a road that's
7 going to do well here, that'll improve that connection there for everybody.
8 And as noted, at least for this development, take some pressure off Sonoma
9 Ranch and the other paths in the area. That road there, again is going
10 straight. It'll be two lanes, it'll be compatible with the existing roadways
11 going north and south. The developer's still going to dedicate the green
12 portions. This lot here, to the left side, to the west side of Longview, is
13 included just for that purpose of the dedication of that right-of-way. So
14 there's not going to be any additional lots over there, other than dedicating
15 that right-of-way so this road can go straight. And as Ms. Gonzales noted,
16 the southernmost lot worked with staff to achieve dedication of that, and the
17 City Council approved.

18
19 Again, all of these roads are going to be developed with sidewalks and
20 streetlights, and the Longview portion will have a bike lane, and a six-foot
21 sidewalk, and should improve pedestrian connectivity through that area
22 there. With that, we stand ready for any questions as well.

23
24 McCaslin: Thank you, Mr. Libbin.

25
26 Libbin: Thank you.

27
28 McCaslin: Is there any public comments on this? All right, let's start on my left. So if
29 you'd like to come forward.

30
31 Brown: Good evening, my name is G. Bruce Brown. I'm the one that owns the lot
32 there.

33
34 McCaslin: Thank you, Mr. Brown. Do you swear or affirm that the testimony you're
35 about to give is the truth, and nothing but the truth under the penalty of law?

36
37 Brown: I do.

38
39 McCaslin: Thank you.

40
41 Brown: So we have some questions. The group of us, since I now know that I'm
42 not going to be part of Summer Estates, that's a good thing. One of the
43 questions is, and this is really for the staffers, I guess, questions. I didn't
44 realize I could submit questions, so I'm going to sling them out now. Are
45 there standards for driveways to this major arterial? That, are they going to
46 be able to cut driveways for all of us residents?

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1
2 McCaslin: Sorry, Mr. Brown, you have to ask all your questions. You have two and a
3 half minutes remaining.

4
5 Brown: Okay. Very good. I'll get going. What's going to happen to the existing dirt
6 road? Right now, it's you know taking all the traffic, and those of us,
7 especially on the east side, are very concerned that there's a lot of four-
8 wheeler side-by-side traffic that comes on that road. We're afraid they're
9 going to come over to our side, so I'd just like to know if there's some
10 contingencies for that. One of the things is there's barricades on either end.
11 Can we have the barricades, it's like end of road, can we have those moved
12 over to the dirt to help us out? Another question is from, we have 42 and a
13 half feet from our property line to the new blacktop. Are we responsible for
14 that 42 and a half feet for the next however many years until it gets paved?

15
16 So then another one would be, can we protect our driveway from the four-
17 wheelers and other people getting off the blacktop? That's one of the
18 questions. And then the other one is what was brought up is, when people
19 from the Red Hawk and Sonoma Ranch would hear that there's another, you
20 know a new way to get to 70, we're very aware of the high traffic patterns
21 that's going to be, considering the desert view that's going on, there's 500
22 houses there, they're going to be going that same way, and I'm just hoping
23 there's some contingencies and some traffic patterns that are being thought
24 of. Is there a way to slow people down? They're already going 35, 40 miles
25 an hour on the dirt road, let alone if this is a major arterial. And you know
26 we're very worried about us coming out into traffic. And I think that's about
27 it.

28
29 McCaslin: Okay. Thank you, Mr. Brown.

30
31 Brown: Thank you.

32
33 McCaslin: Is there anyone else? Sure, come on down.

34
35 Pearson: My name's George Pearson.

36
37 McCaslin: Hi, Mr. Pearson, do you swear or affirm that the testimony you're about to
38 give is the truth and nothing but the truth under the penalty of law?

39
40 Pearson: Yes, I do.

41
42 McCaslin: Okay, thank you.

43
44 Pearson: Okay, my concern is with the cross section for Longview. It's showing a
45 bike lane, but only in one direction. The history of these one-sided roads is
46 it might be another 20 years before they build the other side of the road. So

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1 we're building an unsafe facility for bicyclists for half of the travel. If
2 somebody's using their bicycle, maybe they've got a bike lane, maybe going
3 to work, but going home they're sharing an 11-foot lane with traffic that is
4 also probably being distracted. So the bicycle facilities for both sides are
5 needed. I saw in the cross section where there is a five-foot right-of-way
6 still available. So there's an opportunity to maybe put a multi-use trail or a
7 paved asphalt in that space, which would make it safer for bicyclists. And
8 we need to build roads. We need to be building 21st century roads where
9 we're building roads that are safe for all users, not just for vehicles. Thank
10 you.

11
12 McCaslin: Thank you, Mr. Pearson. Sure, come on down.

13
14 W. Gilman: Good afternoon, good evening, I guess. My name is William Gilman. This
15 is my daughter, Genevieve. I just had a couple of questions.

16
17 McCaslin: Hold on, Mr. Gilman. Do you swear or affirm that the testimony you're about
18 to give is the truth and nothing but the truth under the penalty of law?

19
20 W. Gilman: I do, yes.

21
22 McCaslin: Thank you.

23
24 W. Gilman: I just had some questions. As far as the development is concerned, is there
25 a plan for the developers to implement any green space in the place? I
26 understand there's a splash pad up there, but that's still pretty far away from
27 a lot of these homes that are going in and the nearby homes. And then
28 secondly, echoing some of the concerns about bike and pedestrian safety,
29 you know making sure we have that in both directions. But also are there
30 plans to make this huge road you know safer for bikes with (*inaudible*) or
31 anything like that? And who is going to be paying the expense for that?
32 And then also, there's one other thing. Walkability, you know it's great that
33 we have those huge sidewalks, but we always tend to put them right next
34 to the road where people are going 35 miles an hour or generally more,
35 such as on Roadrunner. Like it would be nice if people and our children
36 were not six inches away from traffic that's going way too fast. So can we
37 put in some trees along that? Have like the sidewalk shifted over a little bit
38 with some trees to both provide shade and protection? And even if we need
39 to make the sidewalk a little smaller, I think that is a very fair trade-off.
40 Those are my questions. Thank you.

41
42 McCaslin: Thank you, Mr. Gilman.

43
44 W. Gilman: I have a minute and a half left, so I'm going to.

45
46 G. Gilman: I want to talk.

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1
2 W. Gilman: Yes, what do you got?

3
4 G. Gilman: I'm (*inaudible*).

5
6 W. Gilman: Mr. Leaf. Okay, that's my comments. Thank you.

7
8 McCaslin: Is there anyone else?

9
10 W. Gilman: Good job.

11
12 McCaslin: All right.

13
14 Gonzales: Madam Chair. To address some of the questions, I will answer what I can
15 and then defer to Public Works as well as Parks and Recreation
16 Department. As far as the 42 and a half feet wide dedication, that is the
17 requirement per code to provide for a collector right-of-way. And so
18 unfortunately, because the property is located on one side, what would have
19 happened with the applicant's dedication is if the screen area were to be
20 improved, that's all they would have had to create was the other 42 and a
21 half feet. That's where you would tend to see that the full improvements for
22 that right-of-way would have only been within this area. It would have left
23 essentially the yellow line with no sidewalks, no connecting bike lane, only
24 the dirt path between Carson Ranch and Arroyos at Subdivision, or Arroyos
25 at Sellers Pass Phase Two. And so the dedication comes when a property
26 owner develops their land. City does not own the land on the east side of
27 this yellow line to make improvements for the other 42 and a half feet of that
28 collector right-of-way. That is owned by private property owners until that
29 is dedicated, developed, and then the city would accept those
30 improvements. At this point in time, the city does not own it and has not
31 received dedication or improvements. That's why it's only generally on one
32 side of the road. The way our code is written is a developer is to provide
33 the local right-of-ways within their development and to the full extent.
34 Collectors and arterials are half of their requirement. And so you will see
35 half cross-sections coming in as developers build out these properties.

36
37 To go and defer to the green space, as mentioned, the payment in lieu of
38 was the recommendation by the Parks Department knowing that the
39 acreage required for the park was going to be 0.19 acres. And so that would
40 not be feasible for the Parks Department to accept and maintain, in which
41 that's why you're seeing a payment in lieu of, as opposed to the open space.
42 Being these are large lot areas, you will see that a lot of people will be
43 utilizing probably their properties for some of the recreational areas, or you'll
44 be walking down to the park that's located within Arroyos Phase 2.

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1 The other area I will defer to Public Works as far as driveways and the
2 barricades, as we will have access easements that are located on the east
3 side. It's not improved, but it is a dedicated access easement through
4 deeds. And so I don't know if those barricades can be moved over while
5 we just continue to use the one side of pavement, but I'll defer to Public
6 Works.

7
8 Arend: For the record, Kyle Arend with Public Works, Interim Director. The
9 driveways can all continue. If you have an existing driveway, you can
10 continue to have an existing driveway. If you develop the property, then
11 those terms can be negotiated upon. As far as the roadway, the applicant
12 worked with Community Development and Public Works to come up with
13 this alternative to promote connectivity so that we have another route to get
14 to those areas out there besides Sonoma Ranch, and Public Works is in
15 support of that. The developer's only responsible for half the roadway, and
16 half of the roadway is what we're getting, but it does provide the full
17 connection. The other half of the roadway is not the developer's
18 responsibility. Those improvements would have to come through future
19 development or through the city's capital improvement plan. Thank you.

20
21 McCaslin: Thank you so much, staff. All right, Commissioners, do I have a motion on
22 this item?

23
24 Kaiser: I have questions. Can I ask them?

25
26 McCaslin: Yes. I'll take discussion once we have a motion that's approved.

27
28 Kaiser: Didn't we already make a motion?

29
30 McCaslin: Oh, we do? Good. Great. We're great. Commissioner Kaiser.

31
32 Kaiser: Thank you. So a couple of questions that kind of echoes what we heard
33 from public comments. One is the pedestrian and cyclist infrastructure here.
34 I want to applaud the applicant for working with the city to extend a
35 developed roadway of sorts outside of what they're legally obligated to
36 provide, so I appreciate that. But my concerns are around what we heard
37 from a couple of folks in that there's a bike lane going in one direction only.
38 I'd like to know whether or not there's any possibility to have some interim
39 cross-section that provides for two-way travel for cyclists, and pedestrians
40 for that matter, while we wait for the other parcels to acquire the right-of-
41 way needed to have a fully developed road. Because as we know, it could
42 be 20-plus years before that happens. It could never happen. And so I'm
43 concerned that we're basically building an unsafe infrastructure from the
44 beginning. So I'd like to know from staff if there's any possibility to open
45 that conversation back to find a way to have two-way infrastructure for all
46 road users.

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1
2 Gonzales: Madam Chair and Commissioner Kaiser. As this has gone through DRC
3 and they are the final body for the cross-sections or alternative cross-
4 sections, that discussion has been had and been approved. There was no
5 appeal to those cases. The appeal process is within a 15-day of the DRC
6 approval, very similar to that of P&Z when a decision is made. And so I
7 think at this point, staff would take those considerations under review and
8 then see if there's an alternative maybe through the capital improvement
9 program or not. The unfortunate part is because we do not have that
10 dedication, it's reallocating what those numbers would be. However, those
11 cross-sections have already been approved.

12
13 Kaiser: During DRC was there any, was there any discussion about, hey, we only
14 have sidewalk and bike lane going in one direction?

15
16 Gonzales: Madam Chair and Commissioner Kaiser. The discussion for DRC was that
17 we wanted an increased sidewalk. Actually, it was at that time five feet.
18 And so we asked to increase that actual sidewalk so that way it is seven
19 feet whenever you look at, or six feet so that way you have ADA compliance
20 whenever you're going around a light pole. The second thing was to
21 increase the bike lane. It was originally four feet, it went up to five feet. The
22 reason why there is a median on the other side of the roadway right after
23 you have the two travel lanes, you have a median, so that way there is
24 expected turn movements. And so that will still be happening for any of the
25 property owners that live within that area. Because they will be turning on
26 from their property to that turn lane.

27
28 Kaiser: Sure, and so the five feet that's on I guess the northbound side, does that
29 space exist?

30
31 Gonzales: The five foot area is going to exist in the cross section. It is labeled as a
32 median. That was what it was approved as, only because you will still have
33 turning movements for property owners to access their property on the east
34 side. So you cannot put a full connection necessarily if the median is where
35 they're going to be turning from because you'll have access from driveways
36 to basically their access easements.

37
38 Kaiser: So that five foot on the right-hand side of the cross section for Longview
39 Lane is reserved exclusively for turning vehicles?

40
41 Gonzales: Mr. Chair, or Madam Chair and Commissioner Kaiser. That is correct, yes.
42 That these cross sections have been approved.

43
44 Kaiser: That's very disappointing to hear. Once again we don't question whether or
45 not there's going to be two vehicle lanes traveling in either direction. We
46 never question that. But when it comes to pedestrian and cyclist

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1 infrastructure you can get half, then good luck coming home. I'd like to find
2 a way to have an interim bike facility in that five feet to accommodate cyclists
3 who may be coming northbound on Longview Lane.
4

5 Gonzales: Madam Chair and Commissioner Kaiser. I think that's something we have
6 to look at for the entire cross section area because if you do notice, it goes
7 all the way from Engler up and through Arroyos. There's only half of the
8 road actually improved. So it's further than what the developer is required
9 to do at this point in time. Only half of this roadway has ever been improved
10 for the developments that have come in. And so that's consideration, which
11 is why I say this may be an alternative cross section that something City
12 Council or staff needs to review and see if there is an alternative, knowing
13 that it's not going to just be this yellow area that the developer is putting in.
14 If you look at Carson Ranch, it is only developed at 42 1/2 feet as well. It
15 does not have it. So this is where the applicant proposed essentially the
16 same cross section that has been approved with Carson Ranch and Arroyos
17 at Settlers Pass by making that connection. And so they're aligning.
18 However, we did request that they widen those sidewalks and that bike lane.
19 And so those are going to be the two differences knowing that we were still
20 constrained, but that they connect fully to Settlers Pass on the south side.
21 But there's a lot larger area that's not just 1,500 feet that actually has the
22 missing bike lanes or the missing sidewalks on the east side of the
23 properties to consider.
24

25 Kaiser: So I had a very difficult time tracking what you were describing. If you could
26 pull up a map that would.
27

28 Gonzales: I would say right here. So if you look at this area here, only the west side
29 is improved.
30

31 Kaiser: Sure.
32

33 Gonzales: So on this side there's no connectivity for a bike lane. There's no
34 connectivity to a sidewalk. So in reconsidering this cross section here as
35 well, there's no connectivity to the north or to the south for either one of
36 those improvements. That's why staff, when they reviewed it from DRC
37 standpoint was that we were seeing the connectivity as a straight shot of
38 the sidewalk, the pavement, and the actual bike lanes being improved. The
39 west side is not, or the east side is not improved at all on the north or on the
40 south side.
41

42 Kaiser: But that green section, they would be developing, the applicant is
43 developing the other half.
44

45 Gonzales: No, they're not. They're taking those improvements and putting it into the
46 yellow. So once again, we're only seeing 42 and a half feet here being

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1 developed. This half over here, the improvements that they're required to
2 put in, so instead of getting essentially 85 feet in this green area, these
3 improvements are being reallocated for the yellow.
4

5 Kaiser: Okay.

6

7 Gonzales: The green is a total of like 1,300 linear feet. We're looking at about 1,500
8 feet for the applicant. So they're extending more than what their
9 requirement is just to get that connection.

10

11 Kaiser: Okay.

12

13 Gonzales: So that's where I think you know DRC considered those improvements, but
14 understanding there was no connectivity to the north or the south side.

15

16 Kaiser: Yes, I'm tracking. But I guess my underlying problem is we only gave half
17 of the connectivity for everyone except for vehicles. It's kind of problematic.
18 Along those lines, what is the applicant or the city rather requiring for the
19 intersections of, I think that is, I had it written down here, Cerro Court and
20 Summer Street across Longview and then Engler. Is there going to be any
21 sort of traffic calming or I mean, presumably you're going to have-

22

23 McCaslin: Point of order, Commissioner Kaiser. That's not part of this discussion,
24 unfortunately.

25

26 Kaiser: I don't understand.

27

28 McCaslin: It's not part of this development that's in question.

29

30 Kaiser: Connecting the intersection? They're building the road on the other side.

31

32 McCaslin: Does it connect, Sara?

33

34 Gonzales: Madam Chair, Commissioner Kaiser. The connection is going to be going
35 across to the paved area, yes.

36

37 Kaiser: Yes, you're creating an intersection.

38

39 Gonzales: It's going to connect through this area and then go to the north side. So
40 yes, they would have to connect in order to get to that paved section.

41

42 Kaiser: Right. And then the same thing on the north across Engler, right? You're
43 basically going to have a T intersection.

44

45 Gonzales: Madam Chair and then Commissioner. Correct. You're going to have Ts
46 to get actually to those right-of-ways, yes.

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1
2 Kaiser: So how are we addressing potential pedestrian crossings at those
3 intersections? I mean it's a residential neighborhood. You're going to have
4 residents who want to get to either side, whether you're coming out with a
5 bicycle. Is there going to be any kind of traffic calming measures at those
6 intersections to facilitate that?
7
8 Gonzales: Madam Chair, Commissioner Kaiser. I will defer to Public Works as to what
9 improvements would be required to mitigate.
10
11 Arend: Again, Kyle Arend, Public Works. At this point, it'd be preliminary to
12 determine that. Right now we're looking at the alternative cross-section,
13 which is to provide the connectivity, but we haven't seen the actual details
14 of what pedestrian improvements might be coming across Longview. But
15 they will be expected ADA and PROWAG.
16
17 Kaiser: Sorry, could you speak a little closer to the mic? I couldn't catch the last
18 part. You said there may be...
19
20 Arend: They would be expected to meet ADA and PROWAG requirements for
21 pedestrian crossings.
22
23 Kaiser: Okay, so specifically is that a, is that a stop sign? I mean how would
24 pedestrians be able to cross at those locations safely?
25
26 Arend: Is the question will there be a crosswalk?
27
28 Kaiser: Or any kind of traffic calming in addition to a crosswalk?
29
30 Arend: No, I don't believe that there's any traffic calming or crosswalks shown at
31 this time.
32
33 Kaiser: Okay. Thank you.
34
35 McCaslin: Commissioner Smith.
36
37 Kaiser: Those are all my questions. Thank you.
38
39 McCaslin: Thank you.
40
41 Smith: I just have one question. And this is for the developer. I know you're paying
42 the \$100,000 in lieu of fee for not developing any type of park, and that's
43 because it would not meet the city's requirement for size. Why wouldn't you
44 allocate space for a park? I mean you're going to have 28 lots here. My
45 guess is that there will be younger families with children, and I just don't
46 understand why that wouldn't be part of this development plan.

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1
2 Libbin: Madam Chair, Commissioner Smith. The requirement for a park is
3 calculated based on the number of lots. And as noted, the number of lots
4 only warrants that 0.19 acres worth of a park, both land dedication and
5 improvements. And at that size, the city won't take that over for
6 maintenance. So the minimum, as I understand it the minimum would be
7 three acres the city would accept for a park. It's just pure economics why
8 the developer's not going to give up three acres of this development for, to
9 give up three lots of this for a park for the city to maintain. Otherwise, the
10 city wouldn't accept maintenance of that park.
11
12 Smith: All right. Thank you.
13
14 McCaslin: Commissioner Acosta.
15
16 Ja. Acosta: I would just like to make a comment to the developer. I'd like to applaud
17 them for the alternate route for distributing traffic. Public safety is very
18 important, so I would like to commend them for that.
19
20 McCaslin: Is there any further questions?
21
22 Kaiser: Yes, I just have one clarifying question on the zoning piece. So that
23 northern portion, it appears that they're not doing anything differently. So
24 how does that come into play? Can you explain that again?
25
26 Gonzales: Madam Chair and Commissioner Kaiser. Basically we do have properties
27 that may have dual zones. And so whenever the new development code
28 was adopted, if you already had zoning that was essentially pancake
29 zoning, then you had the availability to use both of them. And so they could
30 have developed this property as either NH-1 or NH-3. They could have
31 used either to build out. Along Engler they could have built commercial
32 offices. They could have designated the area and then did single-family.
33 Or they can use single-family as single-family is allowed in both zones. And
34 so essentially, whatever the zoning allows as far as land uses is how the
35 property can be further subdivided. So they would have had either
36 opportunity.
37
38 Kaiser: Thank you.
39
40 McCaslin: Commissioner Smith.
41
42 Smith: I have one more question. How long has this area been zoned for
43 development?
44
45 Gonzales: Madam Chair and Commissioner Smith. So the property was annexed in
46 1987. At that point in time, it was given zoning.

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1
2 Smith: All right. Thank you.
3
4 McCaslin: Commissioner Acosta. No. All right. We'll call for the vote.
5
6 Faivre: All right, this is on the vote for item 7.1. Commissioner Smith.
7
8 Smith: Yes.
9
10 Faivre: Commissioner Kaiser.
11
12 Kaiser: Yes. And I would like to encourage staff to find some temporary solution
13 for that bike infrastructure.
14
15 Faivre: Vice-Chair.
16
17 Ja. Acosta: Yes.
18
19 Faivre: And Chair.
20
21 McCaslin: Yes.
22
23 Faivre: Thank you.
24
25 McCaslin: Thank you very much for everyone's participation in that.
26
27 **7.2 Case 26ZO0500015:** A request for approval of a zoning map amendment for an
28 unsubdivided parcel within the Royal Cross development. The property is located
29 south of Mercy Drive, encompasses approximately 22.08 acres, is zoned NH-2U
30 Neighborhood 2 Urban), NH-3U (Neighborhood 3 Urban), and OS-1U (Open
31 Space Recreational Urban). Proposed zoning is NH-1U (Neighborhood 1 Urban),
32 NH-3U (Nh 3 Urban), OS-1U (Open Space Recreational Urban), and OS-2U (Open
33 Space Drainage Urban). No changes to the town center overlay. Submitted by
34 Souder Miller and Associates on behalf of LC Land, LLC., property owners.
35
36 McCaslin: Do I have a motion for the next agenda item?
37
38 Ja. Acosta: So moved.
39
40 Kaiser: Second.
41
42 McCaslin: Welcome back, Commissioner Thurston. All right.
43
44 Gonzales: Once again, Sara Gonzalez with Community Development. Before you is
45 the zoning map amendment proposed for the Royal Crossing area. As part
46 of the scope for the discussion will be limited to the proposed zoning map

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1 amendment area. P&Z's role is to be a recommending body for approval or
2 denial to City Council. The discussion should focus on the land uses, the
3 zoning compatibility, density transition, connectivity and consistency with
4 adopted plans for the proposed area. This request does not approve a final
5 site plan, subdivision plat, building permit, or construction plans. The
6 development will still have to meet all of the required developments as far
7 as access, drainage, utility infrastructure, and permitting requirements.

8
9 So currently the property is located within the Royal Crossing development.
10 It is located on the south side of Mercy Drive. It encompasses 22.088 acres.
11 It is unsubdivided and is a vacant parcel. Current zoning on the property is
12 NH-2 urban, which is encompassing about 11.19 acres in size. NH-3 urban,
13 which is 5.4 acres in size. And then OS-1 urban, which is our open space
14 recreational for about 5.41 acres. This is also located within the Apodaca
15 Blueprint.

16
17 Here's a zoning map of the subject parcels that we are discussing this
18 evening in which the purview is related to. So the current property is zoned
19 NH-2 in the yellow. You do have the open space recreational in green. And
20 then you have the NH-3 that is located in the orange area. As you can see,
21 the surrounding property is vacant as well as the parcels. And then you do
22 have the single-family residential located to the east side.

23
24 The applicant is proposing to change and modify to NH-1 urban zonings for
25 14.11 acres. This would change primarily the NH-2 down to an NH-1 urban.
26 The NH-3 urban is about 6.08 acres in size. And then the open space
27 recreation will go down to 0.68 acres. Then you have open space drainage
28 down to 0.72 acres. There is an area that's left over for future right-of-way
29 and open space that will provide connectivity to the east properties.
30 However, there is no change to the town center overlay as that is still part
31 of the designated overlay that was required in Elevate Las Cruces.

32
33 So to further explain, if you look, this is going to be your existing zoning map
34 that's currently here. What has been modified is this has been expanded
35 down. So when I'm looking at this line here, it has basically moved down
36 and been reallocated. This is already NH-3. However, it has been
37 expanded further. This area here, which is the NH-2 designation is being
38 proposed in blue to be NH-1 as well as the open space. And the applicant
39 did go through and update their drainage report where it reflected that the
40 open space recreational area that was also a joint drainage facility was not
41 necessary as they have created on-lot ponding for the properties, and so
42 they could be reduced. So after staff's review and engineering, it was
43 determined that those areas could be modified if they requested to. So now
44 there'll be two areas where the drainage actually is maintained. This area
45 is directly adjacent to the Apodaca Park where their drainage facility as well
46 is located. This will be a small retention pond that's located within the

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1 property. This is the area that would provide connectivity for the future right-
2 of-way. So as you can see this is a lower density than what was originally
3 approved through the new development code.

4
5 So as far as recreation, there is going to be a connection to the linear park
6 that is proposed on the north side of the development. This will create a
7 safe dedicated area that is non-within-vehicle traffic. So this would go
8 through the actual development once a developer comes forth with the
9 preliminary plat. So this will be separate from the actual vehicle roads. This
10 does fulfill a conceptual plan that was provided in the Apodaca Blueprint
11 providing multi-use trails that are going to get you to the adjacent
12 neighborhoods connecting to Apodaca Park as well as the Outfall Trail and
13 Triviz Channel.

14
15 So the benefits with the proposed zone change before you is it is going to
16 decrease in density, especially next to the existing residential district
17 towards that east side. It is compatible with the residential that is there. It
18 also does provide housing services and recreational in a centralized
19 location, meaning the NH-3 was designated in the Blueprint as a flex district,
20 and that actually called out where you have different offices, services that
21 are going to provide to the residents within that area. This also redevelops
22 the infill area and the urban core. There's a lot of focus right now on
23 redeveloping these existing sites so we don't continue to sprawl out. This
24 will also provide connectivity between the neighborhoods that are existing.

25
26 Staff did provide a recommendation of approval knowing that the transition
27 between the existing single-family residences is more comparable to the
28 proposed zone change than what was originally provided. It also does
29 provide all those services as well as commercial needs and necessary
30 services that will be provided to that neighborhood as well as whatever is
31 existing. Connection through the trails is one of the main ideas from the
32 Apodaca Park plan because it did actually connect to the Triviz Trail, which
33 you know also has a lot of park area, and so you're connecting multiple
34 places within the city. And it meets the intent of what the conceptual
35 blueprint plan was. Notice was sent to all the relevant departments in
36 support of the zoning map amendment. We did receive one call today
37 regarding the notification requirements. To clarify the notification
38 requirements per our code, we are required to send out letters and
39 notification within 500 feet of the area to be rezoned. So it will not be the
40 entire parcels, it's the area to be rezoned. That is higher than what the state
41 standard is of 200 feet. So we understand that trying to notify everyone as
42 well. With that, here are the commission's options. I stand for any
43 questions. And the applicant's representative is here as well.

44
45 McCaslin: Thank you, Sara. Does the applicant's representative have anything to
46 add?

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1
2 Pompeo: Hello, Madam Chair. Paul Pompeo with Souder Miller Associates
3 representing the applicant.
4
5 McCaslin: Hello, Paul. Do you swear or affirm that the testimony you're about to give
6 is the truth and nothing but the truth under the penalty of law?
7
8 Pompeo: Yes, I do.
9
10 McCaslin: Thank you.
11
12 Pompeo: Good evening, commission. The staff's presentation was very complete. I
13 don't have anything to add to that other than to stand before you and answer
14 any questions that you might have. I would also remind the commission
15 that this basically is a reduction of intensity. It's basically a reorganization
16 of our drainage facilities and the creation of the trail in the green there. So
17 once again an enhancement over the existing zoning. So with that, Madam
18 Chair, I stand for questions from this body.
19
20 McCaslin: Thank you so much. We will get to you with those questions, I'm sure.
21
22 Pompeo: Thank you very much.
23
24 McCaslin: Is there any public members that would like to speak on this issue? Okay,
25 great. Would you like to approach the podium?
26
27 Potter: Thank you. My name is Connie Potter.
28
29 McCaslin: Hi, Connie.
30
31 Potter: I live at 2505 Desert Drive.
32
33 McCaslin: Connie, hang on just a second. Do you swear or affirm that the testimony
34 you're about to give is the truth and nothing but the truth under the penalty
35 of law?
36
37 Potter: I do.
38
39 McCaslin: Thank you.
40
41 Potter: My comments have to do with the characteristics of the Country Club
42 neighborhood. For about 10 years, I was president of the Neighborhood
43 Association. We worked very hard to make sure that whatever happens to
44 this blighted property, and it is blighted, is consistent with the characteristics
45 of our neighborhood. Our home density is three homes per acre. My home
46 is on 0.6 acres. My home backs directly to this. We are all worried about

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our property values. The other thing is there are only four homes in our neighborhood that are more than one story. We are a one-story ranch, mid-century modern neighborhood, and we're working very hard to get us designated as a historical neighborhood, mid-century modern. The changes that have been made may or may not be consistent with our neighborhood characteristics, because I don't know what in whatever urban, what the density is, but if it's more than one story, it's not. If it's you know 10 homes per acre, it's not. And the connectivity to our neighborhood through that little pathway, that is an arroyo. That is drainage with a chain gate that's locked all the time. It's not a road. We don't want traffic on Desert Drive and San Acacio. Our roads are falling apart. Nobody's doing anything for us as far as the roads, as far as maintenance, as far as any kind of improvements. We're doing them ourselves. So as we look at what this is going to do to affect one of the oldest, nicest, most stable residential areas in this city, we need to think about what is compatible with the investment we have placed in our homes, the maintenance we have placed in our homes. We are virtually all first and second homeowners, virtually all. We've lost a few you know to nursing homes, etc., but we've been there since there was a golf course, that was promised to be there into perpetuity in its deed. How'd that go? So we will be watching. We will be very careful to see that you respect the characteristics of our neighborhood as you move ahead to do something about this blight. And I don't know if you know, but in June of last year, in June, a year ago ...

McCaslin: Thank you Connie.

Potter: We had 20 fires, 20 fires in that property.

McCaslin: Thank you Connie. Thank you.

Potter: Fire department came every time.

McCaslin: We're grateful for our fire department. Is there anyone else that would like to speak? Please approach the podium.

Shervanick: Thank you. Thank you.

McCaslin: Please state your name.

Shervanick: Gregory Shervanick.

McCaslin: Thank you, Gregory. Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under the penalty of law?

Shervanick: I certainly do.

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1 McCaslin: Thank you.

2
3 Shervanick: Thank you very much. Mine has to do with safety. The area on the other
4 side of Mercy Street as you see on this map is a parking lot. And that
5 parking lot belongs to the medical building, which is not the hospital. Now
6 the parking lot to my right of the picture, which is east in orientation, whereas
7 a large brown square is the parking lot for the hospital. This body gave to
8 the hospital an SUP for a heliport, which is not built. Now this woman lives
9 80 feet from that heliport on the eastern side where that new access area
10 is going to be. So the safety becomes this. If these areas are three stories,
11 then we need to monitor how traffic, air traffic arrives at this heliport, which
12 isn't built yet. And to be very honest, when this resolution, when the
13 commission voted to affix the USP (SUP) for the heliport, it was appealed
14 and it's all on video. So you can watch all this and staff can give you all the
15 information concerning it. But there are only two ways that a helicopter can
16 land in this area because first of all, the hospital's a tall building. Secondly,
17 there's high power lines that run north and south behind the hospital. So
18 the entrance to this heliport area is only in two manners. So I would like the
19 opportunity for you to see a two-dimensional or three-dimensional routing
20 of how helicopter traffic is going to fly over possibly low-income areas, high-
21 income areas, traffic areas, because you've got a road right by this heliport.
22 And so I think in safety, and under the state law nobody's supposed to be
23 landing in a dirt lot irregardless. It's a violation of FAA rules. And you are
24 most welcome to call New Mexico Department of Transportation in
25 aeronautics and get all the rules because when this body was given that
26 information, it was not supplied to them. So I would like the contractor and
27 developer to please show us the two routes over this property. Thank you.

28
29 McCaslin: Thank you, sir. Yes, please come down.

30
31 Pearson: My name's George Pearson.

32
33 McCaslin: Thank you, Mr. Pearson. Do you swear or affirm that the testimony you're
34 about to give is the truth and nothing but the truth under the penalty of law?

35
36 Pearson: I do.

37
38 McCaslin: Thank you.

39
40 Pearson: So the narrative talks about the multiuse trails and connectivity, but I haven't
41 seen actually any plans on how that works. So I'd be interested in seeing,
42 making sure that if I'm coming along Madrid, for example, and need to go
43 to the hospital, will I be able to go through that property area on a trail? It
44 sounds like the trails might be dedicated to the city parks. So maybe the
45 parks department could do a presentation on that. I'm chair of the MPO's
46 Bicycle and Pedestrian Facilities Advisory Committee and I would invite the

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1 developer and City Parks and Rec to do a presentation that shows that
2 connectivity so that we can make sure that we have proper ability to go
3 through that area. I can tell you that I've gone to the hospital on my bicycle
4 and tried to go towards where that property is and that was an adventure.
5 That was before some of the construction was done so I probably can't even
6 do it now. But there should be good connectivity from the hospital area,
7 through the property, to Madrid, to South, to Main Street, to the Outfall
8 Channel. It's promised but it's not described. So that's what I'm asking is
9 to see some of those plans. Thank you.

10

11 McCaslin: Thank you. Anyone else? Yes, ma'am.

12

13 St. John: I'm Eva Navarro St. John. And I also live in the ...

14

15 McCaslin: Hi Ms. Navarro. Just give me just a second. Do you swear or affirm that
16 the testimony you're about to give is the truth and nothing but the truth under
17 penalty of law?

18

19 St. John: I do.

20

21 McCaslin: Thank you.

22

23 St. John: I also live in the Country Club neighborhood. So really I don't have a
24 comment, I have a question. What is the developer intending to put in there
25 as specifically as possible? Can you tell us that? That's what we want to
26 know. You know the kind of housing, the number of units, that's what we
27 need to know. So can somebody please answer that question?

28

29 McCaslin: Thank you for your question. Yes, ma'am.

30

31 Ruebush: My name is Aubrey Ruebush.

32

33 McCaslin: Say it again.

34

35 Ruebush: Aubrey Ruebush.

36

37 McCaslin: Hi Aubrey. Do you swear or affirm that the testimony you're about to give
38 is the truth and nothing but the truth under penalty of law?

39

40 Ruebush: I do.

41

42 McCaslin: Thank you.

43

44 Ruebush: Just kind of the same comment. I recently purchased my home in the past
45 three years, and I purchased it in this neighborhood because there isn't a
46 lot of high story buildings. There is one or two apartment complexes but

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1 they are on Madrid so they don't directly affect my home. So that is one of
2 my biggest concerns is if we're going to be putting stories there because I
3 do like the one level properties. And that's it. Thank you.

4
5 McCaslin: Thank you. Is there anyone else? All right. Sara, would you like to address
6 any of that?

7
8 Gonzales: Madam Chair. The first one to kind of address would be the actual
9 connection that is being made with this proposed zone change is actually
10 going to be here on Martha Drive. Back in 1963, essentially too far, there
11 was actually dedication provided to the City of Las Cruces to make this
12 improvement. And so that would be the actual connection that staff would
13 be looking to see coming in with the development as the developer comes
14 in with their preliminary plans to match that zone change that's being
15 proposed. And so we'd want to see that that's already been dedicated to
16 us. It is a 50-foot right-of-way, so we'd see that connection to where it does
17 provide some type of connectivity.

18
19 The other questions as far as the actual specifics for the development, I will
20 go ahead and defer to the developer to divulge any information they do or
21 don't have at this time. As far as the park land plans, there are no trail
22 system plans in place at this point in time. This is only the purview of the
23 zone change to once zone is established, then we will probably see the
24 preliminary plat coming in with more of those details.

25
26 Pompeo: Good evening again, Madam Chair. Basically, I'm going to tell you what
27 we're anticipating, but I want to make it perfectly clear that we're not giving
28 up any of our rights to develop this property under what the mapped zoning
29 is going to be. The area that's kind of in a red color is right now probably
30 looking at a medical office building, other commercial uses such as that.
31 The blue will be residential housing. I don't know. There are concept plans
32 with single-family alternatives. There's also plans with multifamily. So at
33 this time it will be residential, but at this point in time, I can't say definitively
34 what those will be.

35
36 McCaslin: Thank you. Yes, ma'am.

37
38 Harrison-Rogers: This is Katherine with Parks and Rec Department. I just wanted to
39 answer some questions related to the trail connections, if it's appropriate to
40 speak at this time.

41
42 McCaslin: Yes, please.

43
44 Harrison-Rogers: Okay. We've had several discussions with the developer regarding the
45 trail. The intent really is to be able to connect the Outfall Channel Trail into
46 Apodaca Park and provide some connections. Public Works is working

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1 currently on a connection from Camino Del Rex to the Outfall Channel. And
2 this particular trail will connect east of Legacy Drive from Camino Del Rex,
3 follow along that eastern edge, and then ultimately follow along the
4 undeveloped portion once it gets developed. Then it will culminate at the
5 corner of Apodaca Park where the access road is, not at the drainage.
6 Those have been the discussions with the developer because we have to
7 have people make it into the park. Parks and Rec is currently working on a
8 plan to create a loop around the park, and of course, that will provide
9 connection to Madrid and Solano. So I thought I would outline that for you.

10
11 McCaslin: Thank you, Katherine. Commissioners. Commissioner Kaiser.

12
13 Kaiser: So along the lines of the connectivity piece, first, I think it's great that we're
14 going to have this system, the trail system continued connecting these open
15 spaces. But I want to know specifically how this connects to the interior of
16 the development. As we know, active transportation, cycling, walking is
17 more than just a recreational activity. It's often a legitimate, well, it is a
18 legitimate form of transportation anywhere you want to go, and so I'm just
19 curious how that is going to interplay here. What has currently been built
20 out there under I think phase one, there's no cycling infrastructure, there's
21 no bike lanes, there's nothing. So if I was coming from the Triviz Trail or
22 the Outflow Channel or even Apodaca Park, how do I then get into the
23 businesses or the residents that will be built in the future?

24
25 Harrison-Rogers: Katherine Harrison-Rogers again with staff, Parks and Rec. I can speak
26 loosely on a couple of things, however, I'm not designing it, so I would really
27 defer probably, to the engineer who is designing it. But I would like to point
28 out that there is, on Samaritan Drive, actually, an easement linking
29 Samaritan Drive to Apodaca Park, so that's one. Hasn't been constructed
30 yet, but there is an easement. And then also the trail that's under discussion
31 that leads from Camino del Rex all the way into Apodaca Park does have
32 some connections to the interior roadways that have been planned. Again,
33 this is still under design, and so I'll defer to the engineer on that.

34
35 Pompeo: Madam Chair, Commissioners. There, trailing on to what Katherine said,
36 there's also a set-aside for a multi-use path or connection in this area here,
37 which comes along the internal roadway. And then from the area in green
38 here, coming across either the northern road here, across the front of lots
39 one, two, three, and four of the Park Ridge subdivision, and also the internal
40 roadway here. So that's what is currently set aside, remembering that the
41 genesis of this development happened before this whole area to the north
42 here is part of Park Ridge. Medical replat number one, which has the six
43 primary lots, the hospital, MOB, and the four lots to the north, all that was
44 subdivided before a lot of these requirements came into place.

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1 Kaiser: Okay. Thank you. That's really good to hear. I just hope that we commit
2 to that. I know just what's been built out there, none of that exists, it's just
3 the road, so presumably it's going to get built out as each of these lots is
4 developed. My concern though with that is if the middle one goes first, it's
5 on an island, and we're going to kind of have to wait for everything else to
6 come together. So I would just like to see a way to actually put that
7 infrastructure in earlier rather than later, if that's even possible at this stage.
8 I recognize that it's slightly tangential to hear but thinking through how all
9 this ultimately will connect is important. Another ...
10
11 McCaslin: Thank you, Paul.
12
13 Kaiser: Yes, thank you.
14
15 Pompeo: Sorry.
16
17 Kaiser: You can stay at ...
18
19 McCaslin: I was just saying thanks. Sorry.
20
21 Kaiser: I don't know if my next questions are going to be for staff, but the pond,
22 actually this is a question for you, Paul. The ponding issue, when we were
23 first hearing this for phase one and two at the time, we asked, I asked a
24 question about the drainage study and how that was going to work and
25 making sure that we have kind of a cohesive development and we're not
26 just ending up with however many lots this is and that's how many ponds
27 we end up with. The response I got at the time was don't worry, we have a
28 master drainage plan and we're going to find ways to you know kind of
29 consolidate so that we have, we don't end up with this hodgepodge, ad hoc
30 you know ponds on every lot because that's really going to be destructive
31 to the cohesiveness of this entire neighborhood, which is basically what
32 we're building. But now we're, it sounds like we're going the complete
33 opposite direction, so I'm just curious why the change there.
34
35 Pompeo: There have been, Madam Chair, Commission, there has been several
36 drainage reports that since that time have come up and gone through the
37 review process with Public Works. Some of those elements of those plans
38 that changed over time was there was supposed to be a major ponding area
39 in this area here, which was to take all the runoff from this side of the
40 development, including the hospital MOB. That has changed. This ponding
41 area is just, there's also a pond here in front of the hospital itself. The
42 combination of those two ponds takes care of the runoff from the hospital
43 itself. But one of the elements that came up later was the drainage on
44 Solano. So we, the developer, and in the approval of those reports, has
45 taken it upon themselves to have increased ponding, on-lot ponding in this
46 end of the subdivision, which we have to do required by code. But the

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1 combination of these ponding areas and those on-lot ponds reduces the
2 actual runoff that makes it out to Solano because of the overload that's on
3 Madrid. So those changes were necessary as we move forward to make
4 sure that the drainage on Solano did not get any worse. So it was a shift,
5 but basically still a combination of both. The pond that's in the lower corner
6 here was simply created because that's the topographic location of that
7 corner there. Also, this open space was supposed to be open space and
8 ponding, but it just, because there's an arroyo that comes off of this roadway
9 that's here that makes its way through. We had to design for that, and so
10 this area just couldn't be, it couldn't be used for open space because it was
11 going to be an arroyo. So the decision was made to not go in that direction.
12

13 Kaiser: Okay. All right, thank you for that. I think my last question is on the zoning.
14 So the NH-3 going, well, let's see. No, the NH-2 becoming the NH-1, this
15 is a question for staff. My understanding is, and correct me if I'm wrong,
16 that there's no minimum density requirement regardless. Is that true?
17

18 Gonzales: Madam Chair, Commissioner Kaiser. That's correct. You have a maximum
19 density is what was placed in all of the zoning districts. So right now, that
20 current density is at 50 based on NH-2. It will be reduced down to 40, so it
21 is going down to where you can reduce some of those densities. Not
22 necessarily when you start including roadways and stuff will you see those
23 densities actually appear.
24

25 Kaiser: Right. So I guess the question that I have is why the need to lower the
26 zone, to basically go from an NH-2 to an NH-1, when you basically can do
27 the same in either. You can do less density, but you also get the flexibility
28 to do more should the developer choose that path at a later time. Why the
29 need to actually lower the cap?
30

31 Gonzales: Madam Chair, Commissioner Kaiser. One of the reasons would be is to
32 reallocate that area that was already zoned as that open space for drainage
33 and park area facility that provides you the density that can go there. By
34 reducing it, it's more compatible with the existing east side. However, with
35 the town center, you do still have the opportunities of increasing that bonus
36 with the density. And so you're still not losing necessarily that density as
37 it's still part of the town center. So if someone did come in with a
38 development, you can increase your density. Whether it's by 150% if you
39 actually do residential units. So there's still that opportunity to see the
40 density come in and be appropriate for the area based on the urban core
41 was wanting more of that density bonus.
42

43 Kaiser: Okay. And the bonus that they would be eligible for is an administrative
44 bonus, or do they have to come back before us to request it?
45

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- 1 Gonzales: Madam Chair and Commissioner Kaiser. Because the town center is
2 already in place, it is administrative. And so they can use that opportunity
3 to build out the town center and actually use all the commercial
4 development, the office, as well as the residential units can use the town
5 center requirements.
6
- 7 Kaiser: Okay. Thank you. I'll just editorialize for a moment. It's strange to me that
8 we would sort of handicap ourselves here in this situation. You know we
9 just went through Realize Las Cruces. One of the big efforts there was
10 trying to increase densities in our core. This is a major redevelopment
11 project, probably one of the biggest that the city will ever see because of
12 the size of the lot where it's located in our urban core. I just feel like we're
13 sort of stepping back from that effort by reducing this zone here. I think for
14 me personally, I love everything about this. I would just ask that we keep
15 the NH-2, NH-2. That's all I have. Thank you.
16
- 17 McCaslin: Any other questions, commissioners? Commissioner Thurston.
18
- 19 Thurston: I have a couple of questions for clarification. Is this NH-1 urban? Is it NH-
20 1 suburban? What's the?
21
- 22 Gonzales: Madam Chair, Commissioner Thurston. This is NH-1 urban. And so you
23 do see a higher density. You do see maxable densities in these areas.
24
- 25 Thurston: Okay. The second one is more on a, I don't know if this is zoning, if I can
26 even ask this question for tonight, but a secondary access for that area, if
27 that's even applicable right now to ask that question. Because it seems like,
28 on Google Earth, trying to figure out where the secondary access off of that
29 would be to, if we're to put a lot of homes there for the zoning, don't know if
30 that's even applicable tonight, but.
31
- 32 Gonzales: Madam Chair, Commissioner Thurston. Once the zoning is established and
33 gone through City Council to see what those zoning designations would be,
34 then you would be presented with the preliminary plat showing connectivity.
35 At that point in time, the fire department does have requirements as to how
36 many access points you do have to have for each units.
37
- 38 Thurston: My other one is, I don't know the history, the blueprint history of this area.
39 What I just noticed on here was, it seems like we have 5.41 acres of open
40 space. And then because of the ponding and changing of ponds, trying to
41 go back to it, it looks like we have a reduction of open space, and which is
42 also going into the NH-1. But we have a reduction of, I think it's roughly like
43 3.6 acres reduced in open space. Is there anything in the blueprint that
44 would prevent us from wanting to allow that to happen? Is there like certain
45 amount of open spaces that we were supposed to have or certain amount
46 of densities according to the blueprint?

Agenda Item #6.7.

1
2 Gonzales: Madam Chair, Commissioner Thurston. There was a limit or a conceptual
3 plan that was provided. So when we look at blueprints, they are conceptual.
4 As part of that plan, it did look to have about four acres as far as open space,
5 but that was going to be the continued trail system, that was going to be any
6 connections to the park, and so they'd all be encompassing. So what you
7 see as part of the zone change tonight may not be the included amount as
8 to the acreage that's being presented for the open space. The reduction in
9 this open space was primarily due to the drainage structure. That's no
10 longer needed as it's going to be used as on-lot ponding.

11
12 Thurston: Okay. So as far as the master plan and other things like that that were
13 previously approved, we're not, by reducing the open space, it's not
14 affecting any of the previously things that were approved, is that correct?

15
16 Gonzales: Madam Chair and Commissioner Thurston. That is correct. And so by
17 moving these ones, you're just going to see them basically being reallocated
18 throughout the rest of the actual development.

19
20 Thurston: I think those are my only questions I have. Thanks.

21
22 McCaslin: Commissioner Kaiser.

23
24 Kaiser: I'd like to make a motion for an amendment to retain as proposed but keep
25 the NH-2 zone NH-2. Is that kosher?

26
27 McCaslin: Okay, is there a second for that amendment? Seeing none. The motion
28 dies. Is there any further discussion on the main motion? All right, let's call
29 for the vote.

30
31 Faivre: This is on the vote to approve item 7.2. Commissioner Smith.

32
33 Smith: Yes.

34
35 Faivre: Commissioner Kaiser.

36
37 Kaiser: Yes.

38
39 Faivre: Commissioner Thurston.

40
41 Thurston: Yes.

42
43 Faivre: Commissioner Acosta.

44
45 Ja. Acosta: Yes.

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1 Faivre: And Chair.

2

3 McCaslin: Yes.

4

5 Faivre: Thank you.

6

7 McCaslin: Thank you. Motion passes.

8

9 **8. DISCUSSION**

10

11 NONE

12

13 **9. STAFF ANNOUNCEMENTS**

14

15 McCaslin: Is there any staff announcements?

16

17 Gonzales: There are no staff announcements at this time, Chair.

18

19 McCaslin: Thank you so much.

20

21 **10. ADJOURNMENT (7:20)**

22

23 McCaslin: I would entertain a motion for adjournment.

24

25 Ja. Acosta: Madam Chair, I make a motion.

26

27 Thurston: I second.

28

29 McCaslin: Thank you. All those in favor?

30

31 MOTION PASSES UNANIMOUSLY.

32

33 McCaslin: And we are adjourned. Thank you, everyone.

34

35

36

37

38

39 _____
Chairperson



27-016

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:

July 20, 2026

Drafter:

Donny Prosis

Department:

Financial Services

Title:

A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL NOT-TO-EXCEED AMOUNT OF THE ELECTRONIC PAYMENT SERVICES CONTRACT WITH PAYMENTUS CORPORATION OF CHARLOTTE, NORTH CAROLINA, TO AN AMOUNT NOT TO EXCEED \$1,000,000 ANNUALLY, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-003).

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

PURPOSE(S) OF ACTION:

To authorize an increase in the annual spending limit of a contract for electronic payment services.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

On November 20, 2023, the City Council approved Resolution 24-052, approving contract no. 23-24-003 for a five (5)-year term with Paymentus Corporation of Charlotte, North Carolina, for electronic payment services in an amount not to exceed \$600,000 annually. The services include processing City customers' debit and credit card payments, interfacing with the City's billing system through a web service Application Programming Interface (API), depositing payments collected each day into the City's designated bank account, providing daily electronic transaction files, and providing a client portal for City staff to view transactions and generate reports.

The Utilities Department has seen increased use of debit and credit cards for payments of utility bills, as fewer customers are paying with cash or checks. Utilities anticipates further increases in the utilization of electronic payments, and is therefore requesting authorization to increase the annual expenditure limit for contract no. 23-24-003 to an amount not to exceed \$1,000,000, subject to approved budget appropriations.

SUPPORT INFORMATION:

[Attachment "A" 23-24-003 Electronic Payments - Paymentus Contract](#)

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

Agenda Item #7.1.

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: 672,000

AVAILABLE AMOUNT:
177,614.94

EXPENDITURE AMOUNT:
1,000,000

Funding Source(s):

50834011-761000

Overall Budget Impact:

Full funding is not available in FY2026, but budget for FY2027 will be \$800,000. Additional funds will be added as necessary.

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution authorizing an increase in the annual expenditure limit of contract no. 23-24-003 for electronic payment services with Paymentus Corporation to an amount not to exceed \$1,000,000 annually, subject to approved budget appropriations.
2. Vote "No"; this will deny the Resolution, and City Council will need to provide staff with alternative direction.
3. Vote to "Amend"; this could modify the Resolution based on direction from City Council to staff.
4. Vote to "Table"; this will delay the approval of an increase in the annual expenditure limit of the contract for electronic payment services, which could negatively impact City operations.

Agenda Item #7.1.

RESOLUTION 27-016

A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL NOT-TO-EXCEED AMOUNT OF THE ELECTRONIC PAYMENT SERVICES CONTRACT WITH PAYMENTUS CORPORATION OF CHARLOTTE, NORTH CAROLINA, TO AN AMOUNT NOT TO EXCEED \$1,000,000 ANNUALLY, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-003).

The City Council is informed that:

WHEREAS, on November 20, 2023, the City Council approved Resolution 24-052, approving contract no. 23-24-003 for a five (5)-year term with Paymentus Corporation of Charlotte, North Carolina, for electronic payment services in an amount not to exceed \$600,000 annually; and

WHEREAS, the services include processing City customers' debit and credit card payments, interfacing with the City's billing system through a web service Application Programming Interface (API), depositing payments collected each day into the City's designated bank account, providing daily electronic transaction files, and providing a client portal for City staff to view transactions and generate reports; and

WHEREAS, the Utilities Department has seen increased use of debit and credit cards for payments of utility bills, as fewer customers are paying with cash or checks; and

WHEREAS, Utilities anticipates further increases in the utilization of electronic payments, and is therefore requesting authorization to increase the annual expenditure limit for contract no. 23-24-003 to an amount not to exceed \$1,000,000, subject to approved budget appropriations.

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

(I)

THAT the Resolution authorizing an increase in the spending limit for contract no. 23-24-003 for electronic payment services with Paymentus Corporation of Charlotte, North Carolina, to an amount not to exceed \$1,000,000 annually, 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 #7.1.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

**PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), made and entered into as of the date of last signature below by and between the CITY of Las Cruces, New Mexico, hereinafter called "CITY" or "Client" and Paymentus Corporation, of 11605 North Community House Rd, Suite 300, Charlotte, NC 28277 hereinafter called "CONTRACTOR" or "Paymentus".

1. PROJECT DESCRIPTION

The objective of this Professional Services Agreement is to obtain payment gateway services to process customers' debit/credit card payments utilizing the City's web portals for utility bills, general bills, building/construction permits, business registration/licenses, and development applications; to process and deposit client transaction payment into the corresponding CITY bank account(s); and provide the necessary electronic transaction files via system interfaces for relevant accounts. All previous Agreements and Amendments between the parties are superseded by this Agreement.

2. SCOPE OF SERVICES

See Exhibit B, 2.1 Scope of Services.

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, this Agreement shall terminate upon 180 days previous written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of services under this Agreement as set forth in Exhibit A, attached hereto and made a part of this Agreement, plus applicable taxes. CONTRACTOR shall perform the services 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 applicable federal and state tax laws.

5. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of services as reasonably 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 January 1, 2024 for a term of five (5) years.

CONTRACTOR shall perform the services in accordance with the time set forth as agreed upon by the CITY and 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 in writing within the general scope of the services plus may also request CONTRACTOR in writing 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 thirty (30) 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 thirty (30) 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 180 (180) calendar days written notice in the event of substantial failure. However, such written notice shall clearly

enumerate the details of the failure and provide an opportunity to cure within 90 days after receipt of such notice by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.

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 during the term of the Agreement. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments.

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

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

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

14. INDEPENDENT CONTRACTOR

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

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

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

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE

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

- a. Professional Liability: \$1,000,000 per claim

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

The City must be named as additional insured on General Liability and Cyber Liability. This coverage must be as broad as the coverage provided to the insured; coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of endorsement for this coverage must be provided as a condition of this Agreement.

18. 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.

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.

19. 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.

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.

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: Erika Jaquez, Treasurer

With Copies to: Purchasing Manager

TO CONTRACTOR: Paymentus Corporation
11605 N Community House Road, Suite 300
Charlotte, NC 28277
ATTENTION: Paymentus CEO

With Copy To: Paymentus Legal at the same address

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, to include Exhibit B, Paymentus Terms and Conditions as modified. In case of conflicting sections, Exhibit B, Paymentus Terms and Conditions will be applied. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

PAYMENTUS CORPORATION

DocuSigned by:
BY: Peter Fanous
9666F49170B4467...
Peter Fanous
Senior Vice President

December 21, 2023

Date

CITY OF LAS CRUCES

BY: Donny Lucio
for Alicia Hernandez
Purchasing Manager

12.21.23

Date

APPROVED AS TO FORM

[Signature] 12/18/23
City Attorney

EXHIBIT A

PAYMENTUS CORPORATION

SERVICE FEE SCHEDULE

Agenda Item #7.1.

23-24-003 Electronic Payments

Schedule A – Paymentus Service Fee Schedule

The Services will initially consist of the Services indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Channels	Services	Payment Methods & Channels	Payment Types	Paymentus Fee	User Paid Fee
Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants, Mobile Apps and others as offered by Payments from time to time	Utilities	\$1.95 of the Bill Amount for Qualified Credit/Debit Cards 2.45% of the Bill Amount for Non-Qualified Credit/Debit Cards \$0.95 flat fee for ACH/eCheck	☐
			Non-Utility	2.45% of the Bill Amount for Credit/Debit Cards \$0.95 flat fee for ACH/eCheck	☐
Direct Payments (Web, IVR, Recurring)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH	Utility	\$1.95 of the Bill Amount for Qualified Credit/Debit Cards 2.45% of the Bill Amount for Non-Qualified Credit/Debit Cards \$0.95 flat fee for ACH/eCheck	☐
			Non-Utility	2.45% of the Bill Amount for Credit/Debit Cards \$0.95 flat fee for ACH/eCheck	☐

Note: Average Bill Amount: \$150.00 for Utilities and \$200.00 for Non-Utilities. Maximum Amount per Payment is \$5,000. Multiple payments may be made.

Paymentus may apply different limits per transactions for user adoption or to mitigate risks.

EXHIBIT B

PAYMENTUS CORPORATION

TERMS AND CONDITIONS

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1 Definitions:

For the purposes of the Agreement, the following terms and words have the meaning ascribed to them, unless the context clearly indicates otherwise.

- 1.1 **"Affiliates"** means (i) any entities that control, are controlled by, or are under common control with a Party
- 1.2 **"Agent Dashboard"** means a web-based portal that enables Client to manage and monitor its' customers' payments and accounts including such features as the ability to add and manage users, look up payment schedules, make payments manually on behalf of the customers, and generate payment reports.
- 1.3 **"Agreement"** or **"Master Agreement"** means the Master Services Agreement between the Parties, as amended from time to time, including the Signature Page, these General Terms and Conditions and all Schedules.
- 1.4 **"Average Bill Amount"** means the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.
- 1.5 **"Custom Enhancement(s)"** means one or more enhancements to the Services which is either unique to Client, or which was expedited prior to being developed pursuant to a Statement of Work entered into by the Parties in which Client agrees to pay Professional Services Fees for the Work done in connection therewith.
- 1.6 **"Customer Information Files"** or **"CIF"** means a computerized file used by a company that stores all customer data such as the customer's personal and account information.
- 1.7 **"Custom Implementation"** means implementation of Client's Custom Integration and Custom Enhancements in accordance with the applicable SOW.
- 1.8 **"Custom Integration"** customization of the Platform to integrate with Client's billing system using non-standard file specifications or application programming interfaces ("APIs") supported by Client's billing system.
- 1.9 **"Effective Date"** has the meaning set forth on the signature page above, unless the Agreement is submitted to Client for acceptance in a manner that does not call for Paymentus to execute it, in which event the Effective Date shall be the date that Client signs the Agreement.
- 1.10 **"Excess Payment Amount"** means the Payment Amounts from Non-Qualified Transactions processed in a calendar month.
- 1.11 **"Fee Assumptions"** means information used to calculate the Paymentus Fee (as defined in Section 3.2) as provided by Client in good faith, including (i) the projected Average Bill Amount, and (ii) the projected payment method mix (credit vs debit vs e-check) of all card Payments processed that month.
- 1.12 **"IPN"** or **"Instant Payment Network"**TM means the network developed by Paymentus to enable customer engagement, bill presentment and receipt of payments by businesses through multiple channels as enabled from time to time by Paymentus.
- 1.13 **"Launch Date"** means the date on which Client completes the introduction to Users of all of the Services set forth on Schedule A or in any applicable SOW as of the Effective Date of this Agreement.
- 1.14 **"Minimum Monthly Commitment"** means a fixed amount agreed to by the Parties that is based upon the expected number of transactions to occur each month during the Term times the Average Bill Amount, as set forth in Schedule A.

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- 1.15 **"Non-Qualified Transaction"** means any payment where the Paymentus Fee is lower than the cost of processing such payment (including the cost of Third Party Fees).
- 1.16 **"Payment"** means payment by a User through the Platform for Client's services, Client's bills, or other amounts owed to Client.
- 1.17 **"Payment Amount"** means the amount of a Payment.
- 1.18 **"Paymentus Authorized Processor"** means a Paymentus authorized merchant account provider or payment processing intermediary or gateway.
- 1.19 **"Paymentus Fee"** is the amount charged for the Services as set forth on Schedule A.
- 1.20 **"Platform"** is defined in Section 2.1.
- 1.21 **"Professional Services"** means the work to be performed for Client by Paymentus as described in the Statement of Work, which may be changed from time to time in accordance with the Change Order process described in the SOW.
- 1.22 **"Professional Services Fees"** means the fees charged for the Professional Services described on a Statement of Work.
- 1.23 **"Reversed or Chargeback Transactions"** means cancelled transactions due to User error, a User's challenge to Payment authenticity, or action by a financial institution or a Paymentus Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).
- 1.24 **"Services"** means the performance by Paymentus of the payment and related services selected by Client as set forth in Schedule A and as provided in Section 2.2.1.
- 1.25 **"Standard Implementation"** means (i) the initial integration between the information systems of both Parties so that Paymentus can receive Client's customer data to be used in the provision of the Services, and Client can receive payment and other related data from Paymentus, (ii) the setup of the payment processor and bank deposit accounts, (iii) the setup of the payment channels described on Schedule A to this Agreement and (iv) the creation of business rules to be applied to the acceptance of payments, all as further described in the applicable SOW or Paymentus documentation. Any changes following the initial integration will be handled through the Change Order process.
- 1.26 **"Statement of Work"** or **"SOW"** means the statement of work entered into between the Parties, which shall be substantially in the form attached as Schedule C, which is attached hereto and incorporated herein by reference.
- 1.27 **"System Availability"** means that date on which Paymentus notifies Client's that the Platform is ready to process User data.
- 1.28 **"Term"** means the Initial Term and any renewal term as defined in Section 7.1 of this Agreement.
- 1.29 **"Third Party Fees"** is defined in Section 3.2.2 of this Agreement.
- 1.30 **"User"** means a Client customer who uses the Services to pay its Client bills.
- 1.31 **"Work"** or **"Work Product"** means the customizations that are performed by Paymentus as part of the Professional Services described in the SOW.

2 Description of Services to be Performed**2.1 Scope of Services**

When selected on Schedule A, Paymentus will provide Users the opportunity to view and receive bills, make Payments using the payment methods provided under Schedule A and other payment methods and wallets as offered by Paymentus from time to time. The payment methods and other services provided may

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be used within the channels described on Schedule A or on other websites or mobile/web apps or chatbots or voice assistants that are part of the Instant Payment Network, (collectively referred to as the “Platform”). Paymentus will provide a mechanism by which Client may select the channels and payment methods Client wishes to offer Users. Paymentus will be the exclusive provider to Client of all electronic bill payment and related services substantially similar to the Services.

2.2 Professionalism

Paymentus will perform the Services in a professional and commercially reasonable manner.

2.3 New or Enhanced Services

From time to time Paymentus may offer Client new or enhanced services, such as new functionality within the IPN, the ability to accept other payment methods, methods of bill presentment, the ability to access alternative payment processors or other service providers or Paymentus Authorized Processors or otherwise modify the terms and conditions under which the Services are provided (“Service Enhancements”). Paymentus will provide Client with notice through the Agent Dashboard disclosing the terms, including any contracts or contract amendments, under which the Service Enhancements will be made available. If the Service Enhancements will result in additional fees to or impose additional material obligations on Client or Users, Client will have thirty (30) days after the date the notice is posted on the Agent Dashboard to opt-out of the Service Enhancements in the manner provided in the notice. If Client does not opt-out in a timely manner, then when the Service Enhancements are introduced they will form part of the Services and Client will be bound by the additional terms as disclosed in the notice, and the Paymentus Service Fee (Schedule A) will be deemed amended to reflect changes in the Services and fees in connection with the Service Enhancements.

3 Compensation and Payment Terms**3.1 Implementation**

3.1.1 Charge for Standard Implementation. Paymentus will charge the fees related to Standard Implementation that are set forth on the applicable Statement of Work.

3.1.2 Custom Implementation. If Client requests customizations during the implementation process, the SOW will contain an estimate of the amount of custom Work that will be required to be performed on a time and materials basis, which Work will be performed at a blended hourly rate set forth therein in accordance with the payment terms set forth in the SOW. If there are changes following the execution of the Statement of Work, the parties will follow the change order process detailed in the SOW. Custom implementation shall be billed as set forth in the SOW.

3.2 Paymentus Fee

3.2.1 Party to be charged the Paymentus Fee. The party to be charged the Paymentus Fee is identified on Schedule A.

3.2.1.1 Where the “User Box” is checked on Schedule A, User will be charged the Paymentus Fee.

3.2.1.2 If the “User Box” is not checked on Schedule A, Client will be charged the Paymentus Fee.

3.2.2 Third Party Payments. Paymentus will pay the corresponding processing and related fees to the applicable third parties out of the Paymentus Fee (“Third Party Fees”), except for fees related to Reversed or Chargeback Transactions.

3.2.3 Adjustments to the Paymentus Fee. The Paymentus Fee may be adjusted thirty (30) days following the date of delivery by Paymentus’ of prior written notice to Client due to one of the following:

3.2.3.1 Mistake in connection with the Fee Assumptions. A mistake by either of the parties with respect to the Fee Assumptions, including but not limited to changes in (a) the average Payment Amount made by the Users, (b) the mix of payment methods utilized by the Users or (c) the interchange rates applied to transactions.

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3.2.3.2 Charges for Non-qualified Transactions. Client will be billed additional Paymentus Fees equal to 2.85% of the Excess Payment Amount for each month.

3.2.3.3 Changes in Third Party Fees. Changes in the card or payment system rules, changes in payment processing fees or other changes in Third Party Fees that are outside of Paymentus' control that increase Paymentus' cost of processing transactions.

3.2.3.4 Changes due to increases in the Consumer Price Index. Beginning on the first anniversary of the Launch Date, and continuing on each anniversary of the Launch Date thereafter during the initial term and any renewal terms, the Paymentus Fee may be increased annually by a percentage equal to the increase in the Consumer Price Index, "U.S. City Average/All Items for All Urban Consumers (CPI-U) (1982-84 = 100)".

3.3 Payment Terms.

3.3.1 User Paid Invoices. When User pays the Paymentus Fees (as designated on Schedule A), User will pay the Paymentus Fees together with the corresponding Payment at the time of the transaction.

3.3.2 Client Paid Invoices. When Client is obligated to pay the Paymentus Fee (as shown on Schedule A), Paymentus will invoice Client promptly following the end of each full or partial calendar month during the Term and Client's bank account will be debited for Paymentus Fees. In addition, Client will be billed for applicable Professional Services Fees as described in the SOW in accordance with the terms set forth therein. Client shall notify Paymentus in writing of any alleged errors or discrepancies detected by Client in Paymentus' calculation of the Paymentus Fees, or Professional Services Fees contained in the applicable invoice(s) within thirty (30) days from the invoice date ("Due Date"). To the extent that any portion of an invoice is disputed in good faith ("Disputed Amount"), Client shall timely pay on or prior to the Due Date the undisputed portion of any invoice, and promptly notify Paymentus in writing of the Disputed Amount, providing a reasonably detailed explanation for such Disputed Amount ("Invoice Dispute Notice"). The parties shall work together in good faith to resolve all issues identified in the Invoice Dispute Notice within ten (10) days of Paymentus' receipt thereof. Charges on invoices which are not disputed within thirty (30) days of the invoice date shall be deemed accepted and Paymentus shall have no obligation to correct any calculation errors identified after such period. Invoices that are not timely paid shall be subject to interest from the Due Date at the higher of 18% per annum or the then current legal rate of interest.

4 Payment Processing**4.1 Integration with Client's Billing System**

Paymentus will provide implementation services to Client in accordance with the terms of Schedule C, which is attached hereto and incorporated herein by reference.

4.2 PCI Compliance

To the extent that either Party receives payment card information subject to the Payment Card Industry Data Security Standards ("PCI-DSS") in connection with providing the Services, such Party will comply with all requirements of the PCI-DSS with respect to storage, transmission and disclosure of payment card information.

4.3 Explicit User Confirmation

Paymentus will electronically confirm to the User the dollar amount of all Payments, and when paid by the User, the corresponding Paymentus Fee to be charged for the transaction, and electronically obtain the User's approval of the charges prior to initiating payment authorizations transaction.

4.4 Merchant Account

If described as part of implementation services in the applicable SOW, Paymentus will assist Client in setting up a merchant account directly with the Paymentus Authorized Processor for processing and settlement of transactions.

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4.5 Payment Authorization

For authorization purposes, Paymentus will electronically transmit all card or other payment transactions to the appropriate processing center, in real time as the transactions occur or as provided in applicable rules. In its sole discretion, Paymentus may refuse to process any transaction that it reasonably believes is (i) submitted in violation of its terms of use or (ii) necessary to protect Client, Users, itself or others from actual or potentially illegal, fraudulent or harmful activity.

4.6 Settlement

Paymentus together with a Paymentus Authorized Processor will forward the payment transactions, to the appropriate organizations for settlement directly to Client's depository bank account previously designated by Client ("Client Bank Account") as a positive amount of payment processing funds, net of any User paid Paymentus Fee and any Reversed or Chargeback Transactions (described below). When Client pays the Paymentus Fee, Paymentus will invoice Client and debit the fees from the Client Bank Account on a monthly basis.

Paymentus together with the Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.

4.7 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions, Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective payment organizations) to debit the Client Bank Account for the Payment Amount and/or offset the Payment Amount against future payouts and Paymentus will refund the applicable amount to the payment organization for credit back to the User the corresponding Paymentus Fee, if any.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback Transactions for simplicity and efficiencies. Client and Paymentus agree to fully cooperate with each other if Paymentus requires any change to its settlement and invoicing processes for these transactions.

5 General Conditions of Services**5.1 Service Reports**

Paymentus will provide Client with reports summarizing use of the Services by Users for a given reporting period, which period shall be designated by Client during the Standard Implementation process. Such standard reports are available through the Agent Dashboard.

5.2 User Adoption Communication by Client

Client will prominently communicate the Services as a primary payment option to its customers wherever Client usually communicates its other payment options.

Client will make the Services known or available to its customers by different means of customer communication including (i) on the face of bills, invoices and other notices; (ii) on any marketing or advertising materials that include payment options; (iii) if direct payments have been activated, by providing Interactive Voice Response ("IVR") and Web payment details prominently on Client's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; (iv) if IVR payments have been activated, through Client's general IVR/Phone system; and (v) other channels or means available to Client or reasonably suggested by Paymentus.

Paymentus will provide Client with logos, graphics and other marketing materials solely for Client's use in its communications with its customers regarding the Services and/or Paymentus.

5.3 Independent Contractor

Paymentus is an independent contractor. Paymentus is not acting as an agent or fiduciary of the Client or its Users.

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5.4 Client's Responsibilities

In order for Paymentus to provide the Services, Client will fully cooperate with Paymentus by:

- (i) Entering into (and authorizing Paymentus to do so on its behalf) all applicable merchant processing, cash management, ACH origination, or kiosk agreements, provided that Client is given notice of and approves any additional fees associated with those agreements, and providing information and consents reasonably requested in connection with the agreements.
- (ii) Maintaining throughout the duration of the Agreement during which direct payments via the web is activated, a bill payment link connecting to the Paymentus Platform at a prominent and mutually agreed location on Client's website. If the IVR channel is activated, the phone number for IVR payments will also be added to the web site and as an option as part of Client's general phone system.
- (iii) Sharing User Adoption Communication as described in Section 5.2 (User Adoption Communication by Client).
- (iv) Providing Customer Information to Paymentus. As part of the information transfer required for implementation, Client will provide Paymentus with CIF on all Client customers serviced by Client. The CIF shall also identify customers by payment type.
- (v) Launching the Service within 30 days of System Availability. Paymentus will notify Client in writing of System Availability. Client will have ten (10) days following such notification to confirm that there are no material defects in the System ("Testing Period"). If material defects in the System are identified, Client shall provide reasonable detail to Paymentus about such defects, and the System Availability date will be extended until Paymentus notifies Client again of System Availability, and following an additional Testing Period, Client confirms there are no material defects in the System. If the Launch Date does not occur by the earlier of (i) thirty (30) days following final System Availability or (ii) 120 days following the Effective Date (as adjusted for any time required for Paymentus to cure applicable defects), Client shall be obligated to pay seventy-five percent (75%) of the Minimum Monthly Commitment Fees commencing the following month.
- (vi) Dedicating sufficient properly trained and fully engaged personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.
- (vii) Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide Client with a posting file for posting to Client's billing system.
- (viii) Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Clients' billing system.
- (ix) Fully cooperating with Paymentus to integrate its systems with the Paymentus Platform through the use of Paymentus' APIs to enable Client's access to the IPN, if selected.
- (x) Promptly provide Paymentus notice within a reasonable time (not to exceed 48 hours) if Client encounters a cyber-incident or a data security breach which could reasonably be expected to compromise Paymentus data.

6 Indemnification and Limitation of Liability**6.1 Paymentus Indemnification and Hold Harmless**

Paymentus agrees to defend, hold harmless and indemnify Client and its directors, officers or governing officials, and employees (collectively, the "Client Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Client Indemnitee arising from a claim or demand brought by a third party to the extent such claim or demand alleges that the Services provided under this Agreement infringe the intellectual property rights of the third-party.

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6.2 Client Indemnification and Hold Harmless

Client agrees to defend, hold harmless and indemnify Paymentus and its directors, officers, employees, and Affiliates (collectively, the "Paymentus Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Paymentus Indemnatee arising from a claim or demand brought by a third party to the extent the claim or demand relates to the underlying relationship or obligations of Client and its Users.

6.3 Indemnification Procedure

The indemnified party will give the indemnifying party prompt written notice of any claim for which indemnification is sought. The indemnifying party will have the right to control the defense and settlement of any claim, provided that any settlement that admits liability on behalf of the indemnified party, or adversely affects the indemnified party shall (i) require the indemnified party's prior written consent, which consent will not be unreasonably conditioned, delayed or withheld and (ii) to the extent legally permitted, shall remain confidential.

6.4 Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, PAYMENTUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO CLIENT OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS, FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOOD PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THE AGREEMENT.

6.5 Limitation of Liability

NOTWITHSTANDING THE FOREGOING, PAYMENTUS WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT WILL PAYMENTUS BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM THE ACTS, OMISSIONS OR ERRORS OF THIRD PARTIES OR OF CLIENT OR FOR PROVIDING AGREEMENTS, INSTRUCTIONS OR INFORMATION TO USERS AS INSTRUCTED BY CLIENT. PAYMENTUS' TOTAL LIABILITY FOR DAMAGES FOR ANY AND ALL ACTIONS ASSOCIATED WITH THE AGREEMENT OR THE SERVICES WILL IN NO EVENT EXCEED (I) FOR AN ERROR OR OTHER ACTION AFFECTING THE PROCESSING OF ONE OR MORE PAYMENTS, THE AMOUNT OF THE PAYMENTUS FEE ASSOCIATED WITH EACH PAYMENT, (II) FOR ALL OTHER CLAIMS, THE AMOUNT OF THE PAYMENTUS FEE (NET OF DIRECT PROCESSING AND OTHER FEES PAID BY PAYMENTUS) PAID TO PAYMENTUS ("NET FEES") IN THE SIX (6) MONTHS BEFORE THE EVENTS GIVING RISE TO THE CLAIM OR CLAIMS ARISING FROM THE SAME CIRCUMSTANCES; AND (III) IN NO EVENT, MORE THAN THE LESSER OF \$500,000.00 OR THE NET FEES UNDER THE AGREEMENT.

7 Term and Termination**7.1 Term****7.2 Material Breach**

A material breach of the Agreement will be cured within 90 (ninety) business days ("Cure Period") after a Party notifies the other in writing of the breach in accordance with the Notice Provisions of this Agreement and with reasonable details regarding the material breach. In the event a material breach has not been cured within the Cure Period, the non-breaching Party can terminate the Agreement by providing the other Party with a 30 business days' written notice.

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7.3 Upon Termination

Upon termination of the Agreement, the Parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. During any period between the date of the notice of non-renewal or termination, if applicable, and the termination date set forth therein, Client shall maintain transaction volumes materially consistent with historical usage of Paymentus' Platform. Upon termination, Paymentus will cease all Services being provided hereunder unless otherwise agreed in writing.

8. Confidentiality

The Parties agree that notwithstanding anything in this Agreement to the contrary, they will each abide by the terms of the Mutual Confidentiality Agreement or other mutual non-disclosure agreement signed by the Parties in connection with the commencement of the negotiation of this Agreement ("NDA"), which NDA shall be incorporated herein by reference, with the exception that the Term of the NDA shall be extended from the Effective Date of the NDA for three years following the termination or earlier expiration of this Agreement (the Confidentiality Period). Furthermore, during the Confidentiality Period, Client will not for any purpose inconsistent with the Agreement disclose to any third party or use any Paymentus confidential or proprietary non-public information that Client has obtained during the procurement process or during the term of the Agreement about Paymentus' business, including the terms of the Agreement, operations, financial condition, technology, systems, know-how, products, Services, suppliers, clients, marketing data, plans, and models, and personnel. Except as required by law, Paymentus will not for any purpose inconsistent with the Agreement or its privacy policy in effect from time to time disclose to any third party or use any confidential User information it receives in connection with its performance of the Services other than as required in connection with the third parties described in Section 5.4(i) (applicable merchant processing, cash management, ACH origination, or kiosk agreements) above.

9. FOIA Requests

If a request for information is made to Client under any federal, state or other governmental freedom of information act or similar law, rule or regulation seeking disclosure of any of the confidential information of Paymentus, this Agreement or other information provided to Client before and after the Effective Date in connection with or pursuant to this Agreement, Client shall (i) promptly provide Paymentus written notice of (email shall suffice) such request (along with a copy of the request) so that Paymentus may seek, at Paymentus' sole expense, a protective order or other appropriate remedy to protect the requested information to the extent legally permitted and (ii) provide reasonable cooperation (at Paymentus' request and sole expense, including but not limited to Client's legal fees reasonably incurred to protect the requested information) to resist or limit any disclosure pursuant to this paragraph.

10. Intellectual Property

In order that Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for this purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the Website) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the Platform and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

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11. Miscellaneous**11.1 Authorized Representative**

Each Party will designate an individual to act as its representative, with the authority to transmit instructions and receive information. The Parties may from time to time designate and notify the other Party of other individuals or change the individuals.

11.2 Notices

All notices of any type hereunder ("Notices") will be in writing and sent to the addresses indicated on the signature page and except as otherwise provided in these Terms and Conditions will be given by certified mail, a national courier or by hand delivery. Notices will be considered to have been given or received on the date the notice is physically received. Any party by giving notice in the manner set forth herein (or by electronic mail) may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received, by sending Notice to the other party. Notices to Paymentus shall also be copied to the attention of the Legal Department at the Paymentus address.

11.3 Interpretation

It is the intent of the Parties that no portion of the Agreement will be interpreted more harshly against either of the Parties as the drafter.

11.4 Governing Law**11.5 Severability**

If a word, sentence or paragraph herein is declared illegal, unenforceable, or unconstitutional, that word, sentence or paragraph will be severed from the Agreement, and the Agreement will be read as if that word, sentence or paragraph did not exist.

11.6 Attorney's Fees

Should any litigation or other dispute requiring the involvement of attorneys arise between the Parties concerning the Agreement, the Parties agree to bear their own costs and attorney's fees.

11.7 Force Majeure

Each of the Party's will be excused from performing the Services or other non-monetary obligations to the extent such Party's performance is directly delayed, impaired or rendered impossible due to acts of God or other events that are beyond such Party's reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, floods, labor strikes, labor walk-outs, pandemics or other wide-scale health crisis, quarantine and related restrictions, explosions, extra-ordinary loss of utilities (including telecommunications services), or external computer "hacker" attacks and/or delays of common carrier.

11.8 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer rights, benefits, remedies, obligations or liabilities on any person (including Users or customers of the parties) other than the parties or their respective successors and permitted assigns.

11.9 Entire Agreement

The Agreement represents the entire agreement between the Parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings related to its subject matter and except as provided in the Agreement may be changed only by agreements in writing signed by the authorized representatives of the Parties. Paymentus may amend this Agreement as reasonably necessary to comply with laws, regulations or rules applicable to the Services provided under this Agreement.

11.10 Counterparts

The Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The

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Agreement and any amendment or other document related to the Agreement may be signed electronically. A photographic or facsimile copy of the signature evidencing a party's execution of the Agreement will be effective as an original signature.



27-017

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:	July 20, 2026		
Drafter:	Donny Prosis			Department:	Financial Services		
Title:	A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR METROPOLITAN REDEVELOPMENT AREA PLAN DEVELOPMENT SERVICES WITH MORROW, REARDON, WILKINSON, MILLER, LTD OF ALBUQUERQUE, NEW MEXICO IN AN AMOUNT NOT TO EXCEED \$240,390.80, PLUS APPLICABLE TAXES (PROCUREMENT NO. 25-26-023).						

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

PURPOSE(S) OF ACTION:
To authorize a contract for Metropolitan Redevelopment Area planning services.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
On March 17, 2025, the City of Las Cruces (City) approved the designation of four (4) new Metropolitan Redevelopment Areas (MRAs), including the Apodaca & Lift Up Area. This decision followed an extensive assessment of multiple focus areas within the Infill Development Overlay District, which revealed significant blighted conditions. The City has made it a priority to address poverty, revitalize distressed neighborhoods, and strategically leverage resources to stimulate economic activity in areas where growth and development have been hindered by physical, economic, and social challenges. The Apodaca & Lift Up Area is generally bounded by North Main Street to the north, Interstate 25 to the east, Spruce Avenue to the south, and North Solano Drive to the west. Current conditions within the area reflect notable signs of decline. Additionally, the area faces challenges related to lower income levels, limited access to public services, elevated crime rates, and broader economic and real estate constraints impacting both residential and commercial development.

On October 31, 2025, the City's Purchasing Program advertised Request for Proposals No. 25-26-023 for MRA plan development services. The solicitation resulted in the receipt of six (6) proposals that were evaluated and scored by the Selection Advisory Committee (SAC) on February 11, 2026. The two (2) highest-ranked respondents were invited to participate in interviews on April 1, 2026. The SAC is recommending award to Morrow, Reardon, Wilkinson, Miller, LTD (MRWM) of Albuquerque, New Mexico.

The City's Economic Development Department is requesting authorization to contract with MRWM as outlined in Exhibit "A" for a term of eighteen (18) months, in an amount not to exceed \$240,390.80, plus applicable taxes, subject to approved budget appropriations.

SUPPORT INFORMATION:
[Exhibit "A" 25-26-023_MRAApodaca_PSA-MRWM](#)

PLAN(S):

Agenda Item #7.2.

Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: 368,000

AVAILABLE AMOUNT: 368,000

EXPENDITURE AMOUNT:
240,390.80

Funding Source(s):

10147001-721070-26809 (\$268,000)

20247001-721080-26809 (\$100,000)

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution authorizing a Professional Services Agreement for Metropolitan Redevelopment Area plan development services with Morrow, Reardon, Wilkinson, Miller, LTD of Albuquerque, New Mexico, for a term of eighteen (18) months, in an amount not to exceed \$240,390.80 plus applicable taxes, 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, and City Council will need to provide alternative direction to City staff.
4. Vote to "Table"; this could delay awarding a contract for Metropolitan Redevelopment Area plan development services, which could negatively impact City operations.

Agenda Item #7.2.

RESOLUTION 27-017

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR METROPOLITAN REDEVELOPMENT AREA PLAN DEVELOPMENT SERVICES WITH MORROW, REARDON, WILKINSON, MILLER, LTD OF ALBUQUERQUE, NEW MEXICO IN AN AMOUNT NOT TO EXCEED \$240,390.80, PLUS APPLICABLE TAXES (PROCUREMENT NO. 25-26-023).

The City Council is informed that:

WHEREAS, on March 17, 2025, the City of Las Cruces (City) approved the designation of four new metropolitan redevelopment areas (MRAs), including the Apodaca & Lift Up area; and

WHEREAS, this decision followed an extensive assessment of multiple focus areas within the Infill Development Overlay District, which revealed significant blighted conditions; and

WHEREAS, the City has made it a priority to address poverty, revitalize distressed neighborhoods, and strategically leverage resources to stimulate economic activity in areas where growth and development have been hindered by physical, economic, and social challenges; and

WHEREAS, the Apodaca & Lift Up area is generally bounded by North Main Street to the north, Interstate 25 to the east, Spruce Avenue to the south, and North Solano Drive to the west, and current conditions within the area reflect notable signs of decline; and

WHEREAS, on October 31, 2025, the City's Purchasing Program advertised Request for Proposals no. 25-26-023 for MRA plan development services, and the solicitation resulted in the receipt of six (6) proposals that were evaluated and scored by the Selection Advisory Committee (SAC) on February 11, 2026; and

WHEREAS, the two (2) highest-ranked respondents were invited to participate in interviews on April 1, 2026. The SAC is recommending award to Morrow, Reardon, Wilkinson, Miller, LTD (MRWM) of Albuquerque, New Mexico; and

WHEREAS, the City's Economic Development department is requesting authorization to contract with MRWM as outlined in Exhibit "A" for a term of eighteen (18) months, in an amount not to exceed \$240,390.80, plus applicable taxes, subject to approved budget appropriations.

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

(I)

THAT the Resolution awarding a professional services agreement for MRA plan development services to MRWM of Albuquerque, New Mexico for a term of eighteen (18) months in an amount not to exceed \$240,390.80 plus applicable taxes, subject to approved budget appropriations, as outlined in Exhibit "A", attached hereto and made part of this Resolution, is hereby approved.

(II)

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

DONE AND APPROVED this day of

Agenda Item #7.2.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS



CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

25-26-023
MRA Plan
Apodaca

THIS AGREEMENT, made and entered into on this ____ day of July, 2026 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Morrow, Reardon, Wilkinson, Miller, LTD, of 600 1st St NW Ste. 100 Albuquerque, NM 87102, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Metropolitan Redevelopment Area Plan development services for the Apodaca area.

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No. 25-26-023, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS

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

4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount \$240,390.80, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices monthly. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

5. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of the 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 date of award for a term of 18 months.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR in Exhibit B.

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

Agenda Item #7.2.

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PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

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

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

12. RECORDS AND AUDITS

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

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

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

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

14. INDEPENDENT CONTRACTOR

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

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

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

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE

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

1. Commercial General Liability Insurance
 - a. \$1,000,000 per occurrence / \$2,000,000 aggregate
 - b. Coverage must include premises and operations, and personal and advertising injury.
 - c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
 - d. Coverage must be primary and non-contributory.

- e. Coverage must be per project or per location.
- f. Coverage must be on an occurrence form.
- g. Subrogation must be waived.
- 2. Commercial Auto Liability
 - a. \$1,000,000 per occurrence
 - b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
- 3. Workers’ Compensation and Employers Liability
 - a. Statutory Limits
 - b. Employer liability – \$1,000,000 each accident, \$1,000,000 each employee by disease, \$1,000,000 policy limit
 - c. Subrogation must be waived.
- 4. Professional Liability: \$1,000,000 per claim

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

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

18. INDEMNITY AND LIMITATION

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

19. APPLICABLE LAW

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

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

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY,

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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: Blairre Flores

With Copies to: City Attorney
Purchasing Manager

TO CONTRACTOR: Morrow, Reardon, Wilkinson, Miller, LTD
600 1st St. NW, Suite 100
Albuquerque, NM 87102
ATTENTION: Robert Loftis
rloftis@plandcollab.com

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

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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.

MORROW, REARDON, WILKINSON,
MILLER, LTD

CITY OF LAS CRUCES

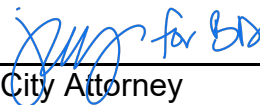
BY: _____
Robert Loftis
Principal Landscape Architect

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 06/17/2026

City Attorney

EXHIBIT A

SERVICES

1. Scope of Work

This MRA plan will establish the CITY'S vision for the designated area and serve as a roadmap for identifying key catalytic projects aimed at revitalizing the Apodaca & Lift Up areas. These priorities will be determined through an interactive community workshop and engagement process. The plan will assess current conditions and assets, outline a land use strategy with livability and design guidelines consistent with the CITY'S Elevate Las Cruces Plan, and designate specific sites and redevelopment projects. It will also identify sustainable implementation approaches and funding sources tailored to each priority initiative, supporting future physical improvements, economic activity, and technical assistance within the MRA. Once adopted by the City Council, the MRA plan will become a living document that guides long-term revitalization efforts and encourages public and private investment in the designated areas. The following tasks are identified as the Scope of Work that the CONTRACTOR will be requested to perform in preparing the MRA Plan.

2. Area Vision and MRA Plan

Through the community participation process, create a vision for the designated area that reflects its historical context, and present opportunities and assets to serve as an aspiration for the community's future. This process will result in the preparation of an MRA Plan as per New Mexico Redevelopment Code statute. Develop an MRA Plan that:

- a. Identifies priority catalytic projects that will stimulate revitalization efforts and attract private sector reinvestment into the selected areas. Projects should include increasing Las Cruces' job creation, economic redevelopment,

- livability, walkability, place making, and serve to support and enhance its authentic and unique sense of place.
- b. Allocates new and future land uses and revitalization projects in the designated areas based on the community input and market study that will create an economically sustainable area.
 - c. Integrates the preservation and conservation of existing historic buildings and cultural properties into the planning and design of MRA projects and identifies the potential for dedicating new nominations of historic buildings, cultural properties, state and/or national historic registered districts. The awarded firm will contact and coordinate with NM Historic Preservation Division (HPD) and CITY staff for information related to historic buildings and districts.
 - d. Evaluates multi-modal transportation (transit, vehicle, bicycle, pedestrian) issues related to proposed public improvements to the area to promote the creation of walkable, pedestrian-friendly neighborhoods and places through pedestrian and bicycle enhancements and traffic calming measures. The evaluation should also consider connectivity opportunities to social, cultural, recreational, and commerce sites.
 - e. Determines vacant, underutilized and/or available land and buildings within the designated areas that could be redeveloped and recommends adaptive reuses of existing buildings or new development on vacant land. Additionally, analyzes and recommends solutions to common building code, design standard, and permitting limitations during redevelopment.
 - f. Reviews the CITY Zoning Code and Infill Policy and recommends changes to the Code that will provide incentives, flexibility, and foster implementation of the plans.

3. Implementation Strategies/Priorities

A prioritized and phased implementation plan will be developed consisting of revitalization strategies and projects that the City Council can follow for the successful implementation of the MRA plans and the long-term sustainability of the MRA. Priority catalytic projects will range from small projects that can be

implemented through partnerships with the CITY and the community using local volunteers and staff, to larger projects that may require capital outlay, legislative and/or federal funding, and the creation of public/private partnerships. Project priorities will be determined through a community-based prioritization process working in conjunction with CITY staff.

4. Funding Sources

The State of New Mexico recently approved changes to the State MRA statute to include a tax increment funding mechanism. CONTRACTOR will identify additional funding sources applicable to the MRA and community to implement the plans including, but not limited to, Community Development Block Grant (CDBG), Tax Increment Finance (TIF), Tax Increment Development District (TIDD), Local Economic Development Act (LEDA), and other state and federal sources of funding. The narrative will be based on an evaluation of the municipality's financial capacity and the best financial tool(s) to accomplish priority projects within the MRA Plans (MRA tax increment).

5. Community Participation Process

The CONTRACTOR will:

- a. organize and conduct regular meetings with CITY staff regarding the MRA Planning process.
- b. Conduct and facilitate:
 - i. Up to eight (8) public participation, workshop, and engagement meetings that utilize a dynamic planning process to solicit and record the communities' input on their ideas of revitalization projects and programs. This will include at least one meeting to present a draft of the proposed MRA plan.
 - ii. Up to two (2) Las Cruces City Council Work Sessions.
 - iii. One Las Cruces City Council Meeting to present for adoption.

Agenda Item #7.2.

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- c. Prepare a draft MRA Plan and present it to CITY staff and participants from the public meetings. Provide an opportunity for review and provide comment of the draft Plan.
- d. Present the final plan to CITY staff, participants from the public workshops, and CITY officials.
- e. Provide all necessary web, social media, and print assets in both English and Spanish, including content creation, design, translation and interpretation services. All public facing deliverables produced through this project must meet ADA accessibility standards, including digital accessibility. Digital materials must be WCAG Version 2.1 Level AA compliant. Spanish language versions should be provided for all community engagement materials and any other content intended for broad public distribution. Accessibility considerations, including language access, readability, and compatibility with assistive technologies, should be integrated throughout the planning process and reflected in all relevant project outputs.

EXHIBIT B

SCHEDULE



27-018

City Council Action and Executive Summary

Type of Action:

☒ Resolution

☐ Ordinance

☐ TIDD Resolution

District: ☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A

1st Reading:

Adopted:

July 20, 2026

Drafter:

Cynthia Alamillo

Department:

City Manager's Office

Title:

A RESOLUTION CALLING FOR THE SUBMISSION OF A GENERAL OBLIGATION BOND QUESTION TO ALL QUALIFIED VOTERS AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, FOR THE PURPOSE OF VOTING ON THE ISSUANCE OF GENERAL OBLIGATION LIBRARY BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF \$26,000,000, DESCRIBING THE PURPOSES TO WHICH THE BOND PROCEEDS WOULD BE EXPENDED; PROVIDING FOR THE FILING OF THE ELECTION RESOLUTION WITH THE DOÑA ANA COUNTY CLERK; AUTHORIZING AND DIRECTING THE OFFICERS AND EMPLOYEES OF THE CITY TO COORDINATE WITH AND ASSIST THE DOÑA ANA COUNTY CLERK WITH RESPECT TO THE ELECTION; PRESCRIBING OTHER DETAILS IN CONNECTION WITH SUCH ELECTION AND BONDS; AND RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH.

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

PURPOSE(S) OF ACTION:

Submission of general obligation bond question.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City is preparing for its next General Obligation (BO) bond cycle. GO Bonds are a key funding mechanism that allows the City to finance major capital projects that benefit the community. The City has built a strong track record by delivering on voter approved priorities, from parks, trails, a public safety facility, and a new animal shelter funded through the 2018 cycle; to affordable housing, a fire station, and recreation improvements approved by voters in 2022.

At the May 11, 2026 City Council Work Session, potential projects for the next GO Bond cycle were reviewed, and the Branigan Library expansion was identified as the project ready to move forward.

PLAN(S):

Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

Agenda Item #7.3.

☒ No

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the submission of the general obligation bond question.
2. Vote "No"; this will not approve the submission of the general obligation bond question.
3. Vote to "Amend"; City Council may redirect staff, to add or change the general obligation bond question.
4. Vote to "Table"; this will delay the submission of the general obligation bond question.

Agenda Item #7.3.

RESOLUTION 27-018

A RESOLUTION CALLING FOR THE SUBMISSION OF A GENERAL OBLIGATION BOND QUESTION TO ALL QUALIFIED VOTERS AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, FOR THE PURPOSE OF VOTING ON THE ISSUANCE OF GENERAL OBLIGATION LIBRARY BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF \$26,000,000, DESCRIBING THE PURPOSES TO WHICH THE BOND PROCEEDS WOULD BE EXPENDED; PROVIDING FOR THE FILING OF THE ELECTION RESOLUTION WITH THE DOÑA ANA COUNTY CLERK; AUTHORIZING AND DIRECTING THE OFFICERS AND EMPLOYEES OF THE CITY TO COORDINATE WITH AND ASSIST THE DOÑA ANA COUNTY CLERK WITH RESPECT TO THE ELECTION; PRESCRIBING OTHER DETAILS IN CONNECTION WITH SUCH ELECTION AND BONDS; AND RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH.

The City Council is informed that:

WHEREAS, the City Council (the "Governing Body") of the City of Las Cruces (the "City") in Doña Ana County and State of New Mexico, hereby determines that it is necessary and in the best interests of the City and its inhabitants to incur indebtedness in the principal amount and for the purposes provided herein without the prior filing of a petition by the qualified electors; and

WHEREAS, subject to the limitations and in accordance with Article IX, Section 12 of the New Mexico Constitution and Sections 6-15-1 through 6-15-22 NMSA 1978, the City may issue general obligation bonds for the purposes permitted by Section 3-30-5 NMSA 1978 and as permitted by the City's charter; and

WHEREAS, pursuant to Section 3-30-6 NMSA 1978, the Governing Body determines that it is in the best interests of the City that the questions of issuing general obligation bonds for the purpose of acquiring, planning, designing, developing, constructing, improving, renovating, modernizing, automating, furnishing and equipping the Thomas Branigan Memorial Library (the "Project") as outlined herein be submitted to the qualified electors of the City at the election to be held on November 3, 2026 (the "Election"); and

WHEREAS, the Governing Body has the power to submit questions of incurring indebtedness to the qualified electorate of the City pursuant to applicable laws of the State of New Mexico, and pursuant to Article IX, Section 12 of the New Mexico Constitution; and

WHEREAS, the Governing Body hereby determines and declares that the Project for which the question of issuing the City's general obligation bonds as set forth herein, is for a public purpose, and no bond election has been held on the proposed bond election question during the year immediately preceding the date established for the Election.

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

(I)

THAT all action, not inconsistent with the provisions of this Resolution, heretofore taken by the Governing Body and the officers of the City directed toward the Project described in the bond election question, including, without limiting the generality of the foregoing, the calling and holding of a general obligation bond election to authorize the issuance of general obligation bonds (the "Bonds") to finance the Project, is ratified, approved and confirmed.

(II)

Agenda Item #7.3.

THAT the Governing Body hereby determines and finds that it is in the best interest of the City to submit the bond election question on the ballot to the qualified electors of the City at the Election.

(III)

THAT pursuant to Section 1-16-3(B) NMSA 1978, the Governing Body hereby requests that the Doña Ana County Clerk place the following bond question on the ballot for the qualified electors of the City at the general election to be held on Tuesday, November 3, 2026:

Shall the City of Las Cruces be authorized to issue general obligation bonds, payable from property taxes, in an amount up to \$26,000,000 to acquire, plan, design, develop, construct, improve, renovate, modernize, automate, furnish and equip the Thomas Branigan Memorial Library?

For general obligation library bonds ☐

Against general obligation library bonds ☐

¿Se deberá autorizar la Ciudad de Las Cruces a emitir bonos de obligación general, pagaderos con los ingresos provenientes de los impuestos sobre la propiedad, por una cantidad de hasta \$26,000,000 de dólares para adquirir, planificar, diseñar, desarrollar, construir, mejorar, renovar, modernizar, automatizar, amueblar y equipar la biblioteca conmemorativa Thomas Branigan?

A favor de los bonos bibliotecarios de obligación general ☐

En contra de los bonos bibliotecarios de obligación general ☐

(IV)

THAT the officers of the City are hereby authorized and directed, for and on behalf of the City, to file this Resolution with the Doña Ana County Clerk as required by Section 1-16-3(B) NMSA 1978 and to take all action necessary or appropriate to effectuate the provisions of this Resolution.

(V)

THAT if any section, paragraph, clause or provision of this Resolution 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 resolution.

(VI)

THAT all bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This shall not be construed to revive any bylaw, order, resolution or ordinance, or parts thereof, heretofore repealed.

(VII)

THAT all action heretofore taken by the Governing Body and the officers and employees of the City not inconsistent with the provisions of this resolution and directed toward the calling and conducting of the Election be, and the same hereby is ratified, approved and confirmed.

(VIII)

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

Agenda Item #7.3.

DONE AND APPROVED this day of

Agenda Item #7.3.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS



**3116; Council
Bill 26-024**

City Council Action and Executive Summary

Type of Action:
☐ Resolution
☒ Ordinance
☐ TIDD Resolution

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A		
1st Reading:	June 15, 2026	Adopted:	July 20, 2026
Drafter:	Maria Sanchez	Department:	Financial Services
Title:	AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A \$3,065,000 LOAN AGREEMENT FOR FLOOD CONTROL INFRASTRUCTURE IMPROVEMENT PROJECTS AND PAYING THE COSTS OF EXECUTION OF THE LOAN AGREEMENT WITH SUCH LOAN AGREEMENT TO BE SECURED BY A LIEN ON THE FIFTH QUARTER PERCENT INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX AND THE HOLD HARMLESS DISTRIBUTIONS ASSOCIATED WITH THE FIFTH QUARTER PERCENT INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX.		

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

PURPOSE(S) OF ACTION:
Authorize issuance of debt.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City Charter authorizes City Council to borrow funds. The New Mexico Finance Authority (NMFA) has instituted a program for financing public projects. As part of the program, City Council is required to authorize the submission of the application. The proposed action will allow the City to finance the acquisition, construction, maintenance and completion of various flood control infrastructure improvement projects.

A proposed resolution approved at the June 15, 2026 City Council meeting authorizes City staff to submit an application for financial assistance from NMFA for the acquisition, construction, maintenance and completion of various flood control infrastructure improvement projects.

Approval of the Ordinance authorizes the execution and delivery of a loan agreement between the City and NMFA. The City would borrow up to \$3,065,000 to finance the acquisition, construction, maintenance and completion of various flood control infrastructure improvement projects and pay the related debt issuance costs and professional fees. The revenue pledged to finance the projects would come from a lien on the City's fifth quarter percent increment of municipal gross receipts tax and the hold harmless associated with the fifth quarter percent increment of municipal gross receipts tax.

Due to timing of the loan approval scheduling by NMFA, at the first reading of this proposed Ordinance, only a sample ordinance (preliminary), loan agreement and intercept agreement will be attached as Attachments as needed. After the first reading, the final ordinance is attached. After NMFA prices the loan, Bond Counsel prepares the final documents incorporating the final terms upon receipt of the debt service schedule verified by the City's Municipal Advisor.

SUPPORT INFORMATION:

Agenda Item #7.4.

[Exhibit "A" - Loan Agreement 2026 \(MGRT Flood Control Projects 2026\).DOCX \(W5668234x7A92D\)](#)

[Exhibit "B" - Intercept Agreement \(2026 Las Cruces Flood Control\).DOCX \(W5668235x7A92D\)](#)

[ATTACHMENT "A" Redlined Loan Ordinance MGRT Flood Control 2026](#)

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Ordinance authorizing the City to accept the loan from NMFA and proceed with the flood control infrastructure improvement projects.
2. Vote "No"; this will not approve the Ordinance and will not authorize the City to accept the loan from NMFA and use this funding mechanism to finance the flood control infrastructure improvement projects.
3. Vote to "Amend"; this could delay the execution and delivery of the loan from NMFA and the delay the funding of the flood control infrastructure improvement projects.
4. Vote to "Table"; this could delay the financing opportunity and increase the projected cost of the flood control infrastructure improvement projects.

Agenda Item #7.4.

ORDINANCE 3116; COUNCIL BILL 26-024

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A \$3,065,000 LOAN AGREEMENT FOR FLOOD CONTROL INFRASTRUCTURE IMPROVEMENT PROJECTS AND PAYING THE COSTS OF EXECUTION OF THE LOAN AGREEMENT WITH SUCH LOAN AGREEMENT TO BE SECURED BY A LIEN ON THE FIFTH QUARTER PERCENT INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX AND THE HOLD HARMLESS DISTRIBUTIONS ASSOCIATED WITH THE FIFTH QUARTER PERCENT INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX.

The City Council is informed that:

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of the Ordinance unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and its residents that the Loan Agreement and Intercept Agreement be executed and delivered within the parameters set forth herein and upon the final terms set forth in the Pricing Certificate and that the financing of the acquisition of the Project take place by executing and delivering the Loan Agreement and Intercept Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement and Intercept Agreement; and

WHEREAS, other than as described in the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the faith and credit of the Governmental Unit or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Ordinance and the forms of the Loan Agreement and Intercept Agreement, which are incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority for the payment of the amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement and Intercept Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

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

Agenda Item #7.4.

(I)

Section 1. Definitions. As used in the 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 through 3-31-12 and 6-14-1 through 6-14-12, NMSA 1978, as amended, the charter of the Governmental Unit, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including this Ordinance.

“Authorized Officers” means the Mayor, Mayor Pro-Tem, City Manager, Director of Financial Services, Treasurer and City Clerk of the Governmental Unit.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse the Loan Agreement.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“Completion Date” means the date of final payment of the cost of the Project.

“Delegate” means the City Manager, City Director of Financial Services, or other Authorized Officer of the City delegated the authority to approve the final terms of the Loan Agreement and Intercept Agreement.

“Distributing State Agency” means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues to or on behalf of the Governmental Unit.

“Expenses” means the cost of execution of the Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority in administering the Loan Agreement, including legal fees.

“Finance Authority” means the New Mexico Finance Authority.

“Finance Authority Debt Service Account” means the debt service account in the name of the Governmental Unit established under the Indenture and held by the Finance Authority to pay principal and interest on the Loan Agreement as the same become due.

“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 Governmental Unit as its fiscal year.

“Governing Body” means the City Council of the Governmental Unit, or any future successor governing body of the Governmental Unit.

“Governmental Unit” means the City of Las Cruces, New Mexico.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to the entire Ordinance and not solely to the particular section or paragraph of the Ordinance in which such word is used.

“Hold Harmless Flood Control MGRT Distribution” means the distribution to the City made pursuant to Section 7-1-6.46 NMSA 1978, as that distribution relates to the fifth one quarter of one percent (1/4%) increment of municipal gross receipts tax imposed on all persons engaging in business in the City by City

Agenda Item #7.4.

Ordinance No. 1135, which revenues are reduced pursuant to the deductions under Sections 7-9-92 and 7-9-93 NMSA 1978; provided that the percentage of such distribution decreases annually as provided in Section 7-1-6.46 NMSA 1978 each year until the distribution is eliminated after July 1, 2029.

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as such terms are defined in the Indenture).

“Intercept Agreement” means the Intercept Agreement, if any, dated the Closing Date between the Governmental Unit and Finance Authority providing for the direct payment, if required, by the Distributing State Agency to the Finance Authority of Pledged Revenues in amounts sufficient to pay principal and interest and any other amounts due on the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

“Loan Agreement” means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority, and any amendments or supplements thereto, and including the exhibits attached to the Loan Agreement.

“Loan Agreement” means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority, and any amendments or supplements thereto, and including the exhibits attached to the Loan Agreement.

“Loan Agreement Principal Amount” means an amount not to exceed \$3,065,000, the original principal amount of the loan as shown on the Term Sheet and as set forth in the Pricing Certificate.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

“Ordinance” means this Ordinance No. 3116 as adopted by the Governing Body on July 20, 2026, approving the Loan Agreement and Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement, as amended from time to time.

“Parity Obligations” mean the 2016 Bonds, the 2020 NMFA Loan, the 2023 NMFA Loan (all as defined in the Term Sheet), the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with the Loan Agreement, including any such obligations shown on the Term Sheet.

“Pledged Revenues” means the revenues derived from (i) the fifth one quarter of one percent (1/4%) increment of municipal gross receipts tax imposed on all persons engaging in business in the City by City Ordinance No. 1135, adopted on March 26, 1990, with an effective date of July 1, 1990, as amended by City Ordinance No. 1760, adopted on July 27, 1999, which tax equals, subject to the exemptions specified in Section 7-19D-9 NMSA 1978, one fourth of one percent (1/4%) of the gross receipts of all persons engaging in business in the City for the month in which the tax is distributed to the City and (ii) the associated Hold Harmless Flood Control MGRT Distribution; provided that 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 City is not pledging and the term “Pledged Revenues” does not include the state-shared gross receipts tax or any other local option gross receipts tax income received by the City).

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“Pricing Certificate” means one or more certificates executed by the Delegate dated on or before the date of execution and delivery of the Loan Agreement, setting forth the following final terms of the Loan Agreement and Intercept Agreement: (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 provisions; (vii) the creation of any capitalized interest fund, if any, including the size and funding of such fund(s); and (viii) the final terms of agreements, if any, with the Finance Authority or service providers required for the execution and delivery of the Loan Agreement and Intercept Agreement, all subject to the parameters and conditions contained in this Ordinance.

“Program Account” means the account in the name of the Governmental Unit established under the Indenture and held by the Trustee for deposit of the net proceeds of the Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

“Project” means the acquisition, construction, maintenance and completion of various flood control infrastructure projects, including the payment of Expenses and professional fees related to the issuance and delivery of the Loan Agreement as described in Exhibit “A” to the Loan Agreement.

“State” means the State of New Mexico.

“Subordinate Obligations” means the obligations now outstanding (as listed on Exhibit “A” to the Loan Agreement) or hereafter issued with a lien on the Pledged Revenues subordinate to the lien thereon of the Loan Agreement and the Parity Obligations.

“Term Sheet” means Exhibit “A” to the Loan Agreement.

“Trustee” means the BOKF, NA, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

Section 2. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the acquisition of the Project and the execution and delivery of the Loan Agreement and Intercept Agreement, be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Loan Agreement and Intercept Agreement. The acquisition of the Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Governmental Unit and its residents and the issuance and delivery of the Loan Agreement is necessary and advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of acquiring the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

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E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety, and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will acquire the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.

H. The net effective interest rate on the Loan to be established in the Pricing Certificate does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of three-fourths of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay the Loan Agreement Principal Amount not to exceed \$3,065,000 plus interest thereon, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to finance the acquisition of the Project and to pay the costs of issuance of the Loan Agreement. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted with the approval of the final terms of the Loan Agreement and Intercept Agreement to be accepted by the Delegate in the Pricing Certificate within the parameters set forth in this Ordinance as permitted by Section 6-14-10.2 NMSA 1978. The Loan shall be in an aggregate principal amount not to exceed \$3,065,000 as set forth in the Pricing Certificate, shall be payable in installments of principal due on June 1 of the years designated in the Pricing Certificate and Exhibit "B" to the Loan Agreement and bear interest payable on June 1 and December 1 of each year, commencing on the date and at the rates designated in the Pricing Certificate and in Exhibit "B" to the Loan Agreement.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement with such changes, insertions and omissions that are consistent with this Ordinance as may be approved by such the Delegate in the Pricing Certificate, and the City Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Ordinance and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Ordinance or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a

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breach of any agreement contained in this Ordinance, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion, including funds on deposit in the Governmental Unit's fund designated as the Flood Control Improvement Project Acquisition Fund (2026).

Section 8. Disposition of Proceeds: Completion of Acquisition of the Project.

A. Program Account, Finance Authority Debt Service Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held and maintained by the Finance Authority and to the Program Account to be held and maintained by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves the deposit of a portion of the proceeds of the Loan Agreement in the Program Account and the Finance Authority Debt Service Account all as set forth in the Term Sheet.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Finance Authority Debt Service Account and the Program Account all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of acquiring the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will acquire the Project with all due diligence.

B. Completion of Acquisition of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that acquisition of and payment for the Project has been completed. As soon as practicable, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the Loan Agreement and the Indenture.

C. Finance Authority and Trustee Not Responsible. The Finance Authority and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. The Governmental Unit shall pay Pledged Revenues to the Finance Authority, or pursuant to the Intercept Agreement, the Pledged Revenues shall be redirected to the Finance Authority, for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay the Loan Agreement Payments.

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amount in the Finance Authority Debt Service Account totals a sum at least equal to the entire aggregate amount to become due as to principal and interest, on, and any other amounts due under, the Loan Agreement in which case moneys in such account 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 such accounts shall be transferred to the Governmental Unit and used as provided below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section, any moneys remaining in the Finance Authority Debt Service Account shall be transferred to the

Agenda Item #7.4.

Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, and any other amounts due under the Loan Agreement subject to the uses hereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues with the lien thereon of the Parity Obligations as set forth herein and in the Loan Agreement. The Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Delegation of Authority to Approve the Final Terms of the Loan Agreement and Intercept Agreement Within the Parameters Set Forth Herein; Authorization of Authorized Officers; Delegated Authority to Make Budget Adjustments. The private placement of the Loan Agreement and Intercept Agreement with the Finance Authority within the parameters set forth below and as described in the Pricing Certificate is hereby approved. After the Loan Agreement and Intercept Agreement have been duly executed and upon receipt of the purchase price therefor, the Loan Agreement and Intercept Agreement shall be delivered to the Finance Authority by an Authorized Officer in accordance with the Pricing Certificate and this Ordinance. The final terms of the Loan Agreement and Intercept Agreement shall be within the parameters set forth below:

- (a) The proceeds of the Loan Agreement shall be used for the Project.
- (b) The maximum par amount of the Loan Agreement shall not be more than \$3,065,000.
- (c) The final maturity of the Loan Agreement shall be no later than June 1, 2039.
- (d) The maximum interest rate on the Loan Agreement shall be no greater than 12% per annum.
- (e) The Loan Agreement shall be secured by a first lien, but not an exclusive first lien, on and shall be payable solely from the Pledged Revenues.
- (f) The Loan Agreement and Intercept Agreement shall be entered into pursuant to a private placement with the Finance Authority.
- (g) The Finance Authority's Processing Fee, if any, shall not exceed 1% of the aggregate principal amount of the Loan Agreement.
- (h) The Loan Agreement may be prepayable as set forth in the Pricing Certificate.
- (i) The Loan Agreement and Intercept Agreement shall be in substantially the forms submitted to the Governing Body with the adoption of this Ordinance.

The Delegate is hereby authorized pursuant to this Ordinance to determine the final terms of the Loan Agreement and Intercept Agreement as permitted by Section 6-14-10.2 NMSA 1978 and to execute a Pricing Certificate in conformance with these parameters.

Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance, the Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance, the Loan Agreement and the Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the Intercept Agreement, and the publication of the summary of this Ordinance set out in Section 17 of this Ordinance (with such changes, additions and deletions as may be necessary). The Authorized Officers of the City are hereby authorized and directed to take all action necessary to make the budget adjustments needed to reflect the Loan Agreement proceeds.

Section 12. Amendment of Ordinance. Prior to the date of the initial delivery of the Loan Agreement to Finance Authority, the provisions of this Ordinance may be supplemented or amended by ordinance or resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive

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provisions of this Ordinance. This Ordinance may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Ordinance Irrepealable. After the Loan Agreement and the Intercept Agreement have been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as provided therein.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this 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 Ordinance.

Section 15. 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 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and such Ordinance shall be in full force and effect thereafter, in accordance with law.

Section 17. 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 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 Ordinance No. 3116, duly adopted and approved by the Governing Body of the City of Las Cruces, New Mexico (the "City"), on July 20, 2026. Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of the City Clerk, 700 North Main Street, Las Cruces, New Mexico.

The title of the Ordinance is:

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A \$3,065,000 LOAN AGREEMENT FOR FLOOD CONTROL INFRASTRUCTURE IMPROVEMENT PROJECTS AND PAYING THE COSTS OF EXECUTION OF THE LOAN AGREEMENT WITH SUCH LOAN AGREEMENT TO BE SECURED BY A LIEN ON THE FIFTH QUARTER PERCENT INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX AND THE HOLD HARMLESS DISTRIBUTIONS ASSOCIATED WITH THE FIFTH QUARTER PERCENT INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX.

A general summary of the subject matter of the Ordinance is:

The Ordinance authorizes execution and delivery of a Loan Agreement and Intercept Agreement between the City and the New Mexico Finance Authority. The loan will be in the amount not to exceed \$3,065,000 with the final terms of the Loan Agreement and Intercept Agreement to be approved by the Delegate pursuant to the Supplemental Public Securities Act. The proceeds of the loan will be used for flood control infrastructure improvement projects. The loan will be secured by the revenues derived from the fifth quarter percent increment of municipal gross receipts tax imposed pursuant to Ordinance No. 1135 adopted on March 26, 1990, with an effective date of July 1, 1990, as amended by City Ordinance No. 1760, adopted on

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July 27, 1999. The forms of the Loan Agreement and Intercept Agreement are approved along with the details of the loan to be determined by the Delegate within the parameters set forth in this Ordinance. Prior actions of City officials relating to the loan are ratified and further actions are authorized.

This notice constitutes compliance with Section 6-14-6, NMSA 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

Mayor

ATTEST:

City Clerk

Moved by:

Seconded by:

AYES

NAYS

\$3,065,000

LOAN AGREEMENT

dated

August 28, 2026

by and between the

NEW MEXICO FINANCE AUTHORITY

and

CITY OF LAS CRUCES, NEW MEXICO

Certain interests of the New Mexico Finance Authority under this Loan Agreement may be assigned to BOKF, NA, as trustee under an Indenture, as defined in Article I of this Loan Agreement.

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LOAN AGREEMENT

THIS LOAN AGREEMENT dated August 28, 2026 is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the “Finance Authority”), and the CITY OF LAS CRUCES, NEW MEXICO (the “Governmental Unit”), a political subdivision duly organized and existing under the laws of the State of New Mexico (the “State”).

WITNESSETH:

WHEREAS, the Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of the State, particularly Section 6-21-1 et seq., NMSA 1978, as amended (the “Finance Authority Act”); and

WHEREAS, one of the purposes of the Finance Authority Act is to implement a program to permit qualified entities, such as the Governmental Unit, to enter into agreements with the Finance Authority to facilitate financing of public projects; and

WHEREAS, the Governmental Unit is a political subdivision duly organized and existing under and pursuant to the laws of the State and is a qualified entity under the Finance Authority Act; and

WHEREAS, the Governing Body of the Governmental Unit has determined that it is in the best interests of the Governmental Unit and its residents that the Governmental Unit enter into this Loan Agreement with the Finance Authority and accept a loan from the Finance Authority to finance the costs of flood control improvements as more fully described on the Term Sheet attached hereto as Exhibit “A”; and

WHEREAS, the Governmental Unit is authorized by the Act to impose by ordinance a Municipal Local Option Gross Receipts Tax pursuant to Section 7-19D-9, NMSA 1978; as amended; and

WHEREAS, pursuant to the Act, the Governmental Unit has by the Tax Ordinance imposed the municipal gross receipts tax on the gross receipts of all persons engaging in business within the Governmental Unit which provides for the Pledged Revenues; and

WHEREAS, the Act authorizes the Governmental Unit to use the Pledged Revenues to finance the Project and to enter into this Loan Agreement; and

WHEREAS, the Governmental Unit is a disadvantaged qualified entity within the meaning of Article II, Section D(3) of the Finance Authority’s Amended Rules and Regulations Governing the Public Project Revolving Fund Program; and

WHEREAS, the Finance Authority has determined that the Project is important to the overall capital needs of the residents of the State and that the Project will directly enhance the health and safety of the residents of the Governmental Unit; and

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WHEREAS, the Governmental Unit has entered into the Intercept Agreement by and between the Finance Authority and the Governmental Unit whereby the Pledged Revenues due to the Governmental Unit from the Distributing State Agency are intercepted by the Finance Authority, or the Trustee, as its assignee, to make payments due under this Loan Agreement; and

WHEREAS, the Finance Authority may assign and transfer this Loan Agreement to the Trustee pursuant to the Indenture; and

WHEREAS, except as described on the Term Sheet, the Pledged Revenues have not been pledged or hypothecated in any manner or for any purpose at the time of the execution and delivery of this Loan Agreement, and the Governmental Unit desires to pledge the Pledged Revenues toward the payment of this Loan Agreement; and

WHEREAS, the obligation of the Governmental Unit hereunder shall constitute a special, limited obligation of the Governmental Unit, limited to the Pledged Revenues, and shall not constitute a general obligation or other indebtedness of the Governmental Unit or a charge against the general credit or ad valorem taxing power of the Governmental Unit or the State; and

WHEREAS, the execution, performance and delivery of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Governing Body pursuant to the Ordinance; and

WHEREAS, the execution and performance of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Finance Authority.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Loan Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Loan Agreement including the foregoing recitals, unless the context clearly requires otherwise.

“Act” means the general laws of the State, including Sections 3-31-1 through 3-31-12, Sections 6-14-1 through 6-14-12, and Section 7-19D-9, NMSA 1978, as amended, the Governmental Unit’s Charter and home rule powers of the Governmental Unit under Article X, Section 6 of the State Constitution and enactments of the Governing Body relating to this Loan Agreement and Intercept Agreement, including the Ordinance.

“Additional Payment Obligations” mean payments in addition to Loan Agreement Payments required by this Loan Agreement, including, without limitation, payments required pursuant to the provisions of Article IX and Article X hereof.

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“Aggregate Annual Debt Service Requirement” means the total principal, interest, and premium payments, if any, due and payable pursuant to this Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means, in the case of the Governmental Unit, Mayor, Mayor Pro-Tem, City Manager, Director of Financial Services, Treasurer and City Clerk, and, in the case of the Finance Authority, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

“Blended Interest Rate” means the rate of interest on this Loan Agreement as shown on the Term Sheet.

“Bond Counsel” means nationally recognized bond counsel experienced in matters of municipal law, satisfactory to the Trustee and listed in the list of municipal bond attorneys, as published semiannually by The Bond Buyer’s Municipal Marketplace, or any successor publication.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse this Loan Agreement.

“Closing Date” means the date of execution, delivery and funding of this Loan Agreement as shown on the Term Sheet.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“Distributing State Agency” means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues to or on behalf of the Governmental Unit.

“Event of Default” means one or more events of default as defined in Section 10.1 of this Loan Agreement.

“Expenses” means the costs of issuance of this Loan Agreement and the Bonds, if any, and periodic and regular fees and expenses incurred by the Finance Authority in administering this Loan Agreement, including legal fees.

“Finance Authority Debt Service Account” means the debt service account established in the name of the Governmental Unit within the Debt Service Fund, as defined in the Indenture, held and administered by the Finance Authority to pay principal and interest, if any, on this Loan Agreement as the same become due.

“Fiscal Year” means the period beginning 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 Governmental Unit as its fiscal year.

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“Governing Body” means the duly organized City Council of the Governmental Unit, and any successor governing body of the Governmental Unit.

“Hold Harmless Flood Control MGRT Distribution” means the distribution to the Governmental Unit made pursuant to Section 7-1-6.46 NMSA 1978, as that distribution relates to the fifth one quarter of one percent (1/4%) increment of municipal gross receipts tax imposed on all persons engaging in business in the Governmental Unit by Ordinance 1135, which revenues are reduced pursuant to the deductions under Sections 7-9-92 and 7-9-93 NMSA 1978; provided that the percentage of such distribution decreases annually as provided in Section 7-1-6.46 NMSA 1978, each year beginning July 1, 2015 until the distribution is eliminated after July 1, 2029.

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, as successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Independent Accountant” means: (i) an accountant employed by the State and under the supervision of the State Auditor; or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Governmental Unit who: (a) is, in fact, independent and not under the domination of the Governmental Unit; (b) does not have any substantial interest, direct or indirect, with the Governmental Unit; and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

“Intercept Agreement” means the Intercept Agreement dated August 28, 2026, between the Governmental Unit and the Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of the Pledged Revenues in amounts sufficient to pay Loan Agreement Payments, and any amendments or supplements to the Intercept Agreement.

“Interest Component” means the portion of each Loan Agreement Payment paid as interest on this Loan Agreement as shown on Exhibit “B” hereto.

“Loan” means the funds in the Loan Agreement Principal Amount to be loaned to the Governmental Unit by the Finance Authority pursuant to this Loan Agreement.

“Loan Agreement” means this loan agreement and any amendments or supplements hereto, including the exhibits attached to this loan agreement.

“Loan Agreement Balance” means, as of any date of calculation, the Loan Agreement Principal Amount less the aggregate principal amount paid or prepaid pursuant to the provisions of this Loan Agreement.

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“Loan Agreement Payment” means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Governmental Unit as payment of this Loan Agreement as shown on Exhibit “B” hereto.

“Loan Agreement Payment Date” means each date a payment is due on this Loan Agreement as shown on Exhibit “B” hereto.

“Loan Agreement Principal Amount” means the original principal amount of this Loan Agreement as shown on the Term Sheet.

“Loan Agreement Term” means the term of this Loan Agreement as provided under Article III of this Loan Agreement.

“NMSA” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

“Ordinance” means the Governmental Unit Ordinance No. ____ adopted by the Governing Body on July 20, 2026 as supplemented by the Pricing Certificate executed on July 23, 2026, approving this Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet.

“Parity Obligations” means this Loan Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Loan Agreement, including any such obligations shown on the Term Sheet.

“Permitted Investments” means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following, if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody’s Investors Service, Inc., or S&P Global Ratings; and (iv) the State Treasurer’s short-term investment fund created pursuant to Section 6-10-10.1, NMSA 1978, as amended, and operated, maintained and invested by the office of the State Treasurer.

“Pledged Revenues” means the revenues derived from (i) the fifth one quarter of one percent (1/4%) increment of municipal gross receipts tax imposed on all persons engaging in business in the Governmental Unit by the Tax Ordinance, which tax equals, subject to the exemptions specified in Section 7-19D-9 NMSA 1978, one fourth of one percent (1/4%) of the gross receipts of all persons engaging in business in the Governmental Unit for the month in which the tax is distributed to the Governmental Unit and (ii) the associated Hold Harmless Flood Control MGRT Distribution; provided that the Governmental Unit intends that Section 3-31-6(C) NMSA 1978 applies expressly to the amount of revenues pledged pursuant to the Ordinance (the Governmental Unit is not pledging and the term “Pledged Revenues” does not

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include the state-shared gross receipts tax or any other local option gross receipts tax income received by the Governmental Unit), pledged to payment of the Loan Agreement Payments pursuant to the Ordinance and described on the Term Sheet.

“Principal Component” means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement as shown on Exhibit “B” hereto.

“Program Account” means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of this Loan Agreement for disbursal to the Governmental Unit for payment of the costs of the Project.

“Project” means the project(s) described on the Term Sheet.

“Tax Ordinance” means Ordinance No. 1135 adopted on March 26, 1990, with an effective date of July 1, 1990, as amended by City Ordinance No. 1760, adopted on July 27, 1999, which imposes for a municipality a Municipal Local Option Gross Receipts Tax known as one fourth of one percent (1/4%) of the gross receipts of all persons engaging in business within the Governmental Unit, subject to the exemptions specified in Section 7-19D-9 NMSA 1978.

“Term Sheet” means Exhibit “A” attached hereto.

“Trustee” means BOKF, NA, Albuquerque, New Mexico, or any successor trust company, national or state banking association or financial institution at the time appointed the Trustee by the Finance Authority.

“Unassigned Rights” means the rights of the Finance Authority to receive payment of the administrative expenses, reports and indemnity against claims pursuant to the provisions of this Loan Agreement which are withheld in the granting clauses of the Indenture from the pledge, assignment and transfer of this Loan Agreement to the Trustee.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Governmental Unit.
The Governmental Unit represents, covenants and warrants:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Ordinance shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Loan Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Governmental Unit or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer, agent or employee of the Governmental Unit executing this Loan Agreement shall be liable personally on this Loan Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Loan Agreement and Intercept Agreement. The Governmental Unit is a political subdivision of the State and is duly organized and existing under the statutes and laws of the State. Pursuant to the Act, as amended and supplemented from time to time, the Governmental Unit is authorized by the Act to enter into the transactions contemplated by this Loan Agreement and the Intercept Agreement and to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement, the Intercept Agreement, and the other documents related to the transaction.

(d) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the proceeds of this Loan Agreement to the acquisition of the Project.

(e) Payment of Loan Agreement. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in Exhibit "B" hereto, according to the true intent and meaning of this Loan Agreement. Loan Agreement Payments are payable solely from the Pledged Revenues or from the proceeds of refunding bonds or other refunding obligations which the Governmental Unit may hereafter issue in its sole discretion and which are payable from the Pledged Revenues; and nothing in this Loan Agreement shall be construed as obligating the Governmental Unit to pay Loan Agreement Payments from any general or other fund of the Governmental Unit other than such special funds. Nothing contained in this Loan Agreement,

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however, shall be construed as prohibiting the Governmental Unit in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(f) Acquisition and Completion of Project. The Project will consist of acquiring and completing flood control infrastructure improvements as set forth on the Term Sheet. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues. The Project complies with Section 7-19D-9 NMSA 1978, as amended.

(g) Necessity of Project. The acquisition of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and its residents.

(h) Legal, Valid and Binding Special Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement and the Intercept Agreement, and this Loan Agreement and the Intercept Agreement constitute legal, valid and binding special obligations of the Governmental Unit enforceable in accordance with their terms.

(i) Loan Agreement Term. The weighted average maturity of ____ years of the Loan Agreement does not exceed 120% of the reasonably expected life of the Project which is at least [10] years.

(j) Use of Project. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit as a whole.

(k) No Private Activity. The Governmental Unit is a “governmental unit” within the meaning of Sections 103 and 141(b)(6) of the Code. In addition, no amounts disbursed from the Program Account and used to finance the Project shall be used in the trade or business of a person who is not a “governmental unit” within the meaning of Sections 103 and 141(b)(6) of the Code.

(l) No Excess Loan Agreement Proceeds. The amount loaned to the Governmental Unit under this Loan Agreement as set forth on the Term Sheet does not exceed the sum of: (i) the cost of the Project; and (ii) an amount necessary to pay the costs related to issuance of the Bonds, if any.

(m) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement and the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement and the Intercept Agreement, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Governmental Unit is a party or by which the Governmental Unit is bound or any laws, ordinances, governmental rules or regulations or court

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or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.

(n) Irrevocable Enactments. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement, including the Tax Ordinance and the Ordinance, shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.

(o) Outstanding Debt. Except for the Parity Obligations, if any, described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a parity lien on the Pledged Revenues. No additional indebtedness, bonds or notes of the Governmental Unit payable on a priority ahead of the indebtedness herein authorized out of the Pledged Revenues shall be created or incurred while this Loan Agreement remains outstanding.

(p) No Litigation. To the knowledge of the Governmental Unit, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement or the Intercept Agreement or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither the execution and delivery of this Loan Agreement or the Intercept Agreement by the Governmental Unit nor compliance by the Governmental Unit with the obligations under such agreements, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(q) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement and the Intercept Agreement, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement or the Intercept Agreement.

(r) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(s) Expected Coverage Ratio. The Pledged Revenues (giving credit for any increase in Pledged Revenues which has received final approval of the Governing Body and become effective) from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded, and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed, one hundred twenty-five percent (125%) of the maximum Aggregate Annual Debt Service Requirement.

(t) No Extension of Interest Payments. The Governmental Unit will not extend or be a party to the extension of the time for paying any interest on this Loan Agreement.

(u) Governmental Unit's Existence. The Governmental Unit will maintain its corporate identity and existence so long as this Loan Agreement is unpaid, unless another political subdivision by operation of law succeeds to the liabilities and rights of the

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Governmental Unit without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(v) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to: annual audits, operational data required to update information in any disclosure documents used to assign or securitize the Loan Agreement Payments by issuance of Bonds by the Finance Authority pursuant to the Indenture, and notification of any event deemed material by the Finance Authority.

(w) Tax Covenants. The Governmental Unit covenants that it shall restrict the use of the proceeds of this Loan Agreement in such manner and to such extent, if any, as may be necessary so that this Loan Agreement will not constitute an arbitrage bond under Section 148 of the Code and that it shall pay any applicable rebate to the Internal Revenue Service. Authorized Officers are hereby authorized and directed to execute an Arbitrage and Tax Certificate as may be required by the Finance Authority and such additional certificates as shall be necessary to establish that this Loan Agreement is not an “arbitrage bond” within the meaning of Section 148 of the Code and the Treasury Regulations promulgated or proposed with respect thereto, including Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149 and 1.150 as the same currently exist, or may from time to time hereafter be amended, supplemented or revised. The Governmental Unit covenants to comply with the provisions of any such Arbitrage and Tax Certificate and the provisions thereof will be incorporated herein by reference to the same extent as if set forth herein. The Governmental Unit covenants that no use will be made of the proceeds of this Loan Agreement, or any funds or accounts of the Governmental Unit which may be deemed to be Gross Proceeds (as defined in Treasury Regulation Section 1.148-1(b)) of this Loan Agreement, which use, if it had been reasonably expected on the Closing Date, would have caused this Loan Agreement to be classified as an “arbitrage bond” within the meaning of Section 148 of the Code. Pursuant to this covenant, the Governmental Unit obligates itself to comply throughout the Loan Agreement Term with the requirements of Sections 103 and 141 through 150 of the Code and the regulations proposed or promulgated with respect thereto. The Governmental Unit further represents and covenants that no bonds or other evidence of indebtedness of the Governmental Unit payable from substantially the same source as this Loan Agreement have been or will be issued, sold or delivered within fifteen (15) days prior to or subsequent to the Closing Date.

(x) Pledged Revenues Covenants. The Governing Body has duly adopted the Tax Ordinance imposing the fifth one quarter of one percent (1/4%) Municipal Gross Receipts Tax, which constitutes the Pledged Revenues. The Tax Ordinance has not been repealed or superseded and is in full force and effect.

Section 2.2 Representations, Covenants and Warranties of the Finance Authority. The Finance Authority represents, covenants and warrants for the benefit of the Governmental Unit as follows:

(a) Authorization of Loan Agreement and Intercept Agreement. The Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized, existing and in good standing under the laws

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of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and the Intercept Agreement and, by proper action, has duly authorized the execution and delivery of this Loan Agreement and the Intercept Agreement based upon the Finance Authority's findings that:

(i) The Governmental Unit is a disadvantaged qualified entity in that its median household income is \$55,422 which is less than one hundred percent (100%) of the State median household income of \$64,056.

(ii) The Project is important to the overall capital needs of the State and directly enhances the health and safety of the residents of the Governmental Unit.

(b) Assignment of Rights. The Finance Authority may not pledge or assign the Pledged Revenues, the Loan Agreement Payments or any of its other rights under this Loan Agreement and the Intercept Agreement except to the Trustee pursuant to the Indenture.

(c) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement or the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement or the Intercept Agreement, nor the consummation of the transactions contemplated in this Loan Agreement or the Intercept Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Finance Authority is a party or by which the Finance Authority is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or resolution of any court, government or governmental authority having jurisdiction over the Finance Authority or its property, and which conflict or violation will have a material adverse effect on the Finance Authority or the financing of the Project.

(d) No Litigation. To the knowledge of the Finance Authority, there is no litigation or proceeding pending or threatened against the Finance Authority or any other person affecting the right of the Finance Authority to execute or deliver this Loan Agreement or the Intercept Agreement, or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Finance Authority, nor compliance by the Finance Authority with its obligations under this Loan Agreement and the Intercept Agreement, requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(e) Legal, Valid and Binding Obligations. This Loan Agreement and the Intercept Agreement constitute the legal, valid and binding obligations of the Finance Authority enforceable in accordance with their terms.

(f) Tax-Exempt Reimbursement of Amount Loaned. The Finance Authority intends to reimburse the public project revolving fund (as defined in the Finance Authority Act) for the amount of the Loan from the proceeds of tax-exempt bonds which the Finance Authority expects to issue within eighteen (18) months of the Closing Date.

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ARTICLE III LOAN AGREEMENT TERM

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until this Loan Agreement has been paid in full or provision for the payment of this Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV LOAN; APPLICATION OF MONEYS

On the Closing Date, the Finance Authority shall transfer the Loan Agreement Principal Amount as follows:

(a) To the Trustee, the amount shown on the Term Sheet as the Program Account deposit shall be deposited into the Governmental Unit's Program Account to be maintained by the Trustee pursuant to the Indenture and disbursed pursuant to Section 6.2 hereof at the direction of the Governmental Unit as needed by the Governmental Unit for the Project; and

(b) To the Finance Authority, the amount shown on the Term Sheet as the Finance Authority Debt Service Account deposit shall be deposited into the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 hereof.

ARTICLE V LOAN TO THE GOVERNMENTAL UNIT; PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the Finance Authority an amount equal to the Loan Agreement Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. The Governmental Unit does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to: (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on parity with the Parity Obligations; (ii) the Finance Authority Debt Service Account, such account being held by the Finance Authority; (iii) the Program Account, such account being held by the Trustee, and (iv) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments and Additional Payment Obligations; provided, however, that if the Governmental Unit, its successors or assigns, shall well and truly pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, then, upon such final payment or provision for payment by the Governmental Unit, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement Payments shall, in the aggregate, be

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sufficient to pay the Principal Component and Interest Component when due, the payment schedule of which is attached hereto as Exhibit "B."

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the Finance Authority acknowledge and agree that the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that this Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit for any other purposes permitted by law.

Section 5.2 Payment Obligations of Governmental Unit. The Governmental Unit shall transfer to the Finance Authority from the Pledged Revenues either pursuant to the Intercept Agreement or directly from the Governmental Unit as provided by this Loan Agreement and the Intercept Agreement, the amounts provided in subsections (a)(i) and (ii) of this Section 5.2 for deposit into the Finance Authority Debt Service Account. The Finance Authority Debt Service Account shall be established and held by the Finance Authority on behalf of the Governmental Unit. All Pledged Revenues received by the Finance Authority pursuant to this Section 5.2 shall be accounted for and maintained on an ongoing basis by the Finance Authority in the Finance Authority Debt Service Account and all Loan Agreement Payments shall be remitted to the Trustee. The amounts on deposit in the Finance Authority Debt Service Account shall be expended and used by the Finance Authority or the Trustee, as the case may be, only in the manner and order of priority specified below.

(a) As a first charge and lien, but not an exclusive first charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Parity Obligations), the Governmental Unit shall remit to the Finance Authority, and the Finance Authority shall transfer and deposit into the Finance Authority Debt Service Account the following from the Pledged Revenues received from the Governmental Unit either directly or pursuant to the Intercept Agreement, which the Finance Authority shall transfer to the Trustee in accordance with the Indenture:

(i) Interest Components. Monthly, or semi-annually as permitted by the Finance Authority, amounts in substantially equal installments necessary to pay the Interest Components coming due on this Loan Agreement on June 1 and December 1 of each Fiscal Year beginning with the Fiscal Year ending June 30, 2027, as described in Exhibit "B;"

(ii) Principal Payments. Monthly, or annually as permitted by the Finance Authority, amounts in substantially equal installments necessary to pay the Principal Components coming due on this Loan Agreement on June 1 of each Fiscal Year beginning with the Fiscal Year ending June 30, 2027, as described in Exhibit "B."

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The Governmental Unit shall transfer to the Finance Authority from the Pledged Revenues the amounts provided in subsections (i) and (ii) of this Section 5.2(a), and the Finance Authority shall not intercept such amounts from the Pledged Revenues pursuant to the Intercept Agreement unless the Governmental Unit fails to timely transfer each such amount, in which event the Finance Authority shall intercept such amounts from Pledged Revenues pursuant to the Intercept Agreement. Such amounts shall be intercepted in approximately equal monthly payments when distributions are made by the Distributing State Agency in accordance with a schedule prepared by the Finance Authority at the commencement of interception of payments. The monthly intercepted installments will be amounts sufficient, when combined, to meet the payments described in subparagraphs (a)(i) and (ii) above, on a parity with the payment of the Governmental Unit's outstanding Parity Obligations.

(b) Each Loan Agreement Payment shall be transferred by the Finance Authority from the Finance Authority Debt Service Account to the Trustee.

(c) Subject to the foregoing deposits, the Finance Authority or the Trustee shall annually use the balance of the Pledged Revenues received, if any, at the request of the Governmental Unit: (i) to credit against upcoming Loan Agreement Payments; or (ii) to distribute to the Governmental Unit for any purpose permitted by law.

Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the Finance Authority at the address designated in Section 11.1 herein, for remittance to the Trustee. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the Finance Authority, the Trustee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4 Disposition of Payments by the Trustee. The Trustee shall deposit all moneys received from the Finance Authority under this Loan Agreement in accordance with the Indenture.

Section 5.5 Additional Parity Obligations. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from the Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund subordinate obligations as provided in Section 5.6 hereof), it must be determined that:

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(a) The Governmental Unit is then current in all of the accumulations required to be made into the Finance Authority Debt Service Account as provided herein.

(b) No default shall exist in connection with any of the covenants or requirements of the Ordinance or this Loan Agreement.

(c) The Pledged Revenues (not including the Hold Harmless Flood Control MGRT Distribution) received by or credited to the Governmental Unit for the Fiscal Year immediately preceding the date of the issuance of such proposed additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing two hundred percent (200%) of the combined maximum Aggregate Annual Debt Service Requirement coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) For purposes of the test set forth in clause (b) above, if on the date of issuance of the additional Parity Obligations, (a) any amount of the reserve fund requirement for the additional Parity Obligations is immediately deposited in or credited to the reserve fund for the additional Parity Obligations or, (b) any amount of the reserve fund requirement for any issue of outstanding Parity Obligations is then on deposit in or credited to the reserve fund for any issue of outstanding Parity Obligations, 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 Obligations or any issue of outstanding Parity Obligations for which such reserve fund was created.

(e) A written certification or opinion by the Governmental Unit's Treasurer or Financial Director or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.

(f) The Governmental Unit shall notify the Finance Authority of the approval by the Governmental Unit of the issuance of any Parity Obligations or subordinate Obligations upon the Governmental Unit's approval of the issuance of such Parity or subordinate Obligations.

(g) No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.6 hereof.

(h) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior and superior to this Loan Agreement.

Section 5.6 Refunding Obligations. The provisions of Section 5.5 hereof are subject to the following exceptions:

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(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (g) of Section 5.5 hereof and in subparagraphs (b) and (c) of this Section.

(b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:

(i) The outstanding obligations so refunded are Parity Obligations and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof.

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or 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 such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of the same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations and by the outstanding obligations not refunded on and prior to the last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof; or

(iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of

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such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

Section 5.7 Investment of Governmental Unit Funds. Money on deposit in the Finance Authority Debt Service Account established by the Finance Authority for the Governmental Unit may be invested by the Finance Authority in Permitted Investments at the discretion of the Finance Authority. Money on deposit in the Program Account held by the Trustee and created hereunder may be invested by the Trustee in Permitted Investments at the written direction of the Finance Authority or at the discretion of the Trustee. Any earnings on said account shall be held and administered in the account and utilized in the same manner as the other moneys on deposit therein.

Section 5.8 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI THE PROJECT

Section 6.1 Agreement to Acquire the Project. The Governmental Unit hereby agrees that to effectuate the purposes of this Loan Agreement and to effectuate the acquisition and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general, do all things which may be requisite or proper to acquire the Project. The Governmental Unit agrees to acquire and complete the Project through the application of moneys to be disbursed from the Program Account pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 Disbursements From the Program Account. So long as no Event of Default shall occur, the Trustee shall disburse moneys from the Program Account in accordance with Section 6.2 of the Indenture upon receipt by the Trustee of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Governmental Unit.

No disbursement shall be made from the Program Account without the approval of Bond Counsel: (i) to reimburse the Governmental Unit's own funds for expenditures made prior to the Closing Date; (ii) to refund or advance refund any tax-exempt obligations issued by or on behalf of the Governmental Unit; (iii) to be used, directly or indirectly, to finance a project used or to be used in the trade or business of a person who is not a "governmental unit," within the meaning of Section 141(b)(6) of the Code; or (iv) to expend funds after the date that is three (3) years after the execution and delivery of this Loan Agreement.

Section 6.3 Completion of the Project. Upon completion of the Project, an Authorized Officer of the Governmental Unit shall deliver a certificate to the Finance Authority and the Trustee substantially in the form of Exhibit "D" attached hereto stating that, to the best of his or her knowledge, the Project has been completed and accepted by the Governmental Unit, and all

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costs have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 Application of Loan Agreement Proceeds Subsequent to Completion of the Project. Upon completion of the Project as signified by delivery of the completion certificate contemplated in Section 6.3 hereof or in the event that the Finance Authority and the Trustee shall not have received a certificate of completion as required by Section 6.3 hereof by the date three (3) years from the Closing Date (or such later date as is approved in writing by Bond Counsel), the Trustee shall transfer the amounts remaining in the Program Account (except amounts necessary for payment of amounts not then due and payable) to the Finance Authority Debt Service Account and such amounts shall be used for the payment of Loan Agreement Payments.

ARTICLE VII COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1 Further Assurances and Corrective Instruments. The Finance Authority and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 7.2 Finance Authority and Governmental Unit Representatives. Whenever under the provisions hereof the approval of the Finance Authority or the Governmental Unit is required, or the Governmental Unit or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Governmental Unit by an Authorized Officer of the Finance Authority or the Governmental Unit, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 7.3 Requirements of Law. During the Loan Agreement Term, the Governmental Unit and the Finance Authority shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.

Section 7.4 First Lien; Equality of Liens. The Loan Agreement Payments constitute an irrevocable first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a first lien on the Pledged Revenues and 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 the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Parity

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Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.5 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

ARTICLE VIII PREPAYMENT OF LOAN AGREEMENT PAYMENTS

Section 8.1 Prepayment. The Governmental Unit is hereby granted the option to prepay any of the Principal Components of this Loan Agreement in whole or in part on any day on or after ten (10) years following the Closing Date without penalty or prepayment premium. The Governmental Unit may designate the due dates of any Principal Components being prepaid in the event of a partial prepayment. Notice of intent to make such prepayment shall be provided to the Finance Authority and the Trustee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The Trustee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

Section 8.2 Defeasance. Should the Governmental Unit pay or make provision for payment of the Loan such that all amounts due pursuant to this Loan Agreement shall be deemed to have been paid and defeased, then the Loan Agreement Payments hereunder shall also be deemed to have been paid, the Governmental Unit's payment obligations hereunder shall be terminated, this Loan Agreement and all obligations contained herein shall be discharged and the pledge hereof released. Such payment shall be deemed made when the Governmental Unit has deposited with an escrow agent, in trust, (i) moneys sufficient to make such payment, and/or (ii) noncallable Government Obligations maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and when all necessary and proper expenses of the Finance Authority have been paid or provided for. In the event the Governmental Unit makes provisions for defeasance of this Loan Agreement, the Governmental Unit shall cause to be delivered (1) a report of an independent nationally recognized certified public accountant verifying the sufficiency of the escrow established to pay this Loan Agreement in full when due or upon an irrevocably designated prepayment date, and (2) an opinion of Bond Counsel to the effect that this Loan Agreement is no longer outstanding, each of which shall be addressed and delivered to the Finance Authority. Government Obligations within the meaning of this Section 8.2, unless otherwise approved by the Finance Authority, 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.

ARTICLE IX INDEMNIFICATION

From and to the extent of the Pledged Revenues, to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the Finance Authority and the

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Trustee harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition or operation of the Project during the Loan Agreement Term, from: (i) any act of negligence or other misconduct of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan Agreement proceeds and interest on the investment thereof. The Governmental Unit shall indemnify and save the Finance Authority and the Trustee harmless, from and to the extent of the available Pledged Revenues, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Finance Authority or the Trustee, shall defend the Finance Authority or the Trustee, as applicable, in any such action or proceeding.

ARTICLE X EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an Event of Default under this Loan Agreement:

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable;

(b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the Governmental Unit by the Finance Authority or the Trustee unless the Finance Authority and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority or the Trustee but cannot be cured within the applicable thirty (30) day period, the Finance Authority and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default);

(c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect;

(d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority and the Trustee shall have the

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right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Finance Authority or the Trustee may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement or the Intercept Agreement:

(a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the Finance Authority and the Trustee under this Loan Agreement and the Intercept Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or

(b) By suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority or the Trustee; or

(c) Intervene in judicial proceedings that affect this Loan Agreement or the Pledged Revenues; or

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues; or

(e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or to enforce any other of its rights thereunder; or

(f) Apply any amounts in the Program Account toward satisfaction of any of the obligations of the Governmental Unit under this Loan Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.

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Section 10.4 No Remedy Exclusive. Subject to Section 10.3 hereof, no remedy herein conferred upon or reserved to the Finance Authority or the Trustee is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority or the Trustee to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Finance Authority or the Trustee may in its discretion waive by written waiver any Event of Default hereunder and the consequences of such an Event of Default provided, however, that there shall not be waived: (i) any Event of Default in the payment of the principal of this Loan Agreement at the date when due as specified herein; or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payments of principal and all expenses of the Finance Authority or the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority or the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority and the Trustee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Governmental Unit shall default under any of the provisions hereof and the Finance Authority or the Trustee shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit herein contained, the Governmental Unit agrees that it shall on demand therefor pay to the Finance Authority or the Trustee, as applicable, the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE XI MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows: if to the Governmental Unit, 700 North Main Street, Las Cruces, New Mexico 88001, Attention: City

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Director of Financial Services; if to the Finance Authority, New Mexico Finance Authority, 810 West San Mateo Road, Santa Fe, New Mexico 87505, Attention: Chief Executive Officer; and if to the Trustee, BOKF, NA, 100 Sun Avenue NE, Suite 500, Albuquerque, New Mexico 87109, Attention: Trust Division. The Governmental Unit, the Finance Authority, and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Amendments. The Governmental Unit agrees that this Loan Agreement will not be amended without the prior written consent of the Finance Authority, and, if the Loan has been pledged under the Indenture (as defined herein), without the prior written consent of the Trustee (as defined herein), the Finance Authority and the Governmental Unit, pursuant to the Indenture.

Section 11.4 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, either directly or through the Finance Authority, or against any officer, employee, director, trustee or member of the Governing Body, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director, trustee or member of the Governing Body or of the Finance Authority is hereby expressly waived and released by the Governmental Unit and by the Finance Authority as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.5 Severability. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.6 Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 Assignment by the Finance Authority. Pursuant to the Indenture, this Loan Agreement and the Intercept Agreement may be assigned and transferred by the Finance Authority to the Trustee, which assignment and transfer is hereby acknowledged and approved by the Governmental Unit.

Section 11.8 Compliance with Governing Law. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the

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same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.9 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.10 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

(Signature pages follow)

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IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as approved by the Board of Directors of the Finance Authority on June 25, 2026, has executed this Loan Agreement in its corporate name by its duly authorized officer; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS
OF THE NEW MEXICO FINANCE AUTHORITY:
Sutin, Thayer & Browne A Professional Corporation
As Loan Counsel

By _____
Eduardo A. Duffy

APPROVED FOR EXECUTION BY OFFICERS OF
THE NEW MEXICO FINANCE AUTHORITY:

By _____
Mark Chaiken, General Counsel

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CITY OF LAS CRUCES, NEW MEXICO

[SEAL]

By: _____
Eric Enriquez, Mayor

ATTEST:

By: _____
Christine Rivera, City Clerk

EXHIBIT “A”

TERM SHEET

New Mexico Finance Authority Loan No. PPRF-7163

Governmental Unit:	City of Las Cruces, New Mexico
Project Description:	The acquisition, construction, maintenance and completion of various flood control infrastructure projects, including the payment of Costs of Issuance and related professional fees
Loan Agreement	
Principal Amount:	\$3,065,000
Disadvantaged Funding Amount:	\$306,500
Pledged Revenues:	Revenues derived from (i) the fifth one quarter of one percent (1/4%) increment of municipal gross receipts tax imposed on all persons engaging in business in the Governmental Unit by Governmental Unit Ordinance No. 1135, adopted on March 26, 1990, with an effective date of July 1, 1990, as amended by City Ordinance No. 1760, adopted on July 27, 1999, which tax equals, subject to the exemptions specified in Section 7-19D-9 NMSA 1978, one fourth of one percent (1/4%) of the gross receipts of all persons engaging in business in the Governmental Unit for the month in which the tax is distributed to the Governmental Unit and (ii) the associated Hold Harmless Flood MGRT Distribution; provided that the Governmental Unit intends that Section 3-31-6(C) NMSA 1978 applies expressly to the amount of revenues pledged pursuant to the Ordinance (the Governmental Unit is not pledging and the term “Pledged Revenues” does not include the state-shared gross receipts tax or any other local option gross receipts tax income received by the Governmental Unit).
Coverage Ratio:	125%
Distributing State Agency:	State of New Mexico Taxation and Revenue Department

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Currently Outstanding Parity
Obligations:

Series 2016 Municipal Gross Receipts Tax Improvement Revenue Bonds in the original aggregate principal amount of \$5,000,000, of which \$570,000 remains outstanding with a final maturity of June 1, 2028 (the “2016 Bonds”)

PPRF-5206 dated June 5, 2020 with NMFA in the original aggregate principal amount of \$3,580,000, of which \$985,000 remains outstanding with a final maturity date of June 1, 2032 (the “2020 NMFA Loan”)

PPRF-6169 dated July 14, 2023 in the original aggregate principal amount of \$3,070,000 of which \$860,000 remains outstanding with a final maturity date of June 1, 2035 (the “2023 NMFA Loan”)

Additional Parity Bonds Test: 200%, with notice to Finance Authority upon approval of Parity or subordinate Obligations

Authorizing Legislation: Ordinance No. ____ adopted on July 20, 2026 as supplemented by the Pricing Certificate executed on July 23, 2026

Closing Date: August 28, 2026

Blended Interest Rate: _____%

Program Account Deposit: \$3,065,000 (including \$____ for Costs of Issuance)

Finance Authority Debt Service
Account Deposit: \$0.00

First Interest Payment Date: December 1, 2026

First Principal Payment Date: June 1, 2027

Final Payment Date: June 1, ____

PROGRAM ACCOUNT DEPOSITS MUST BE USED WITHIN THREE YEARS UNLESS A
LATER DATE IS APPROVED IN WRITING TO THE TRUSTEE AND THE FINANCE
AUTHORITY BY BOND COUNSEL TO THE FINANCE AUTHORITY

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EXHIBIT “B”

DEBT SERVICE SCHEDULE FOR LOAN REPAYMENT

[SEE ATTACHED]

B-1

EXHIBIT “C”

FORM OF REQUISITION

RE: \$3,065,000 Loan Agreement by and between the City of Las Cruces, New Mexico, and the New Mexico Finance Authority (the “Loan Agreement”).

TO: BOKF, NA
c/o New Mexico Finance Authority
PPRF@nmfa.net

You are hereby authorized to disburse from the Program Account – City of Las Cruces, New Mexico (2026 Flood Control Improvements Loan), with regard to the above-referenced Loan Agreement the following:

LOAN NO.: PPRF-7163 CLOSING DATE: August 28, 2026

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

AMOUNT OF PAYMENT: \$ _____

PURPOSE OF PAYMENT: _____

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Program Account – City of Las Cruces, New Mexico (2026 Flood Control Improvements Loan).

All representations contained in the Loan Agreement and the related closing documents remain true and correct and the City of Las Cruces, New Mexico, is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, the City of Las Cruces, New Mexico, shall, and understands its obligation to, complete the acquisition of the Project from other legally available funds.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED: _____ By: _____
Authorized Officer of Borrower
Title: _____
Print Name and Title

EXHIBIT “D”

CERTIFICATE OF COMPLETION

RE: \$3,065,000 Loan Agreement by and between the City of Las Cruces, New Mexico and the New Mexico Finance Authority (the “Loan Agreement”).

TO: New Mexico Finance Authority
PPRF@nmfa.net

Rich Wood
Senior Vice President, Corporate Trust
BOKF, NA
100 Sun Avenue NE, Suite 500
Albuquerque, New Mexico 87109

LOAN NO.: PPRF-7163

CLOSING DATE: August 28, 2026

In accordance with Section 6.3 of the Loan Agreement, the undersigned states, to the best of his or her knowledge, that the acquisition of the Project has been completed and accepted by the Governmental Unit, and all costs have been paid as of the date of this Certificate. Notwithstanding the foregoing, this certification is given without prejudice to any rights against third parties which exist at the date of this Certificate or which may subsequently come into being.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED: _____

By: _____
Authorized Officer of Governmental Unit

Title: _____
Print Name and Title

INTERCEPT AGREEMENT

This INTERCEPT AGREEMENT is made and entered into August 28, 2026, by and between the NEW MEXICO FINANCE AUTHORITY (the “Finance Authority”), a public body politic and corporate constituting a governmental instrumentality separate and apart from the State of New Mexico (the “State”) under the laws of the State and the CITY OF LAS CRUCES, NEW MEXICO, a political subdivision duly organized and existing under the laws of the State (the “Governmental Unit”).

WITNESSETH:

WHEREAS, Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, authorized the creation of the Finance Authority within the State to assist in financing the cost of public projects of participating qualified entities, including the Governmental Unit, such as the acquisition of flood control improvements for use by the Governmental Unit; and

WHEREAS, pursuant to Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, and Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, (collectively, the “Act”) the Finance Authority and the Governmental Unit are authorized to enter into agreements to facilitate the financing of the Project as described in the Loan Agreement by and between the Finance Authority and the Governmental Unit of even date herewith (the “Loan Agreement”); and

WHEREAS, the Governmental Unit desires to acquire the Project and such acquisition is permitted under the Act; and

WHEREAS, the Finance Authority has established its Loan Program (the “Program”) funded by its public project revolving fund (as defined in the Act) for the financing of infrastructure and equipment projects upon the execution of the Loan Agreement and the assignment of loan agreements to a trustee (the “Trustee”); and

WHEREAS, the Governmental Unit desires to borrow \$3,065,000 from the Program for the purpose of financing the acquisition of the Project, which Loan is to be governed by this Intercept Agreement and by the Loan Agreement; and

WHEREAS, the Act confers upon the Finance Authority the authority to loan funds to the Governmental Unit to finance the Project, and Section 7-1-6.15, NMSA 1978, as amended, authorizes the Governmental Unit to direct that its distribution of revenues from (i) the fifth one quarter of one percent (1/4%) increment of municipal gross receipts tax imposed on all persons engaging in business in the Governmental Unit by Governmental Unit Ordinance No. 1135, adopted on March 26, 1990, with an effective date of July 1, 1990, as amended by Governmental Unit Ordinance No. 1760, adopted on July 27, 1999, which tax equals, subject to the exemptions specified in Section 7-19D-9 NMSA 1978, one fourth of one percent (1/4%) of the gross receipts of all persons engaging in business in the Governmental Unit for the month in which the tax is distributed to the Governmental Unit

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and (ii) the associated Hold Harmless Flood Control MGRT Distribution; provided that the Governmental Unit intends that Section 3-31-6(C) NMSA 1978 applies expressly to the amount of revenues pledged pursuant to the Ordinance (the “Pledged Revenues”), from the State Taxation and Revenue Department (the “Distributing State Agency”), be paid to the Finance Authority or its assignee, to secure payments under the Loan Agreement;

NOW THEREFORE, the parties hereto agree:

Unless otherwise defined in this Intercept Agreement and except where the context by clear implication otherwise requires, capitalized terms used in this Intercept Agreement shall have for all purposes of this Intercept Agreement the meanings assigned thereto in the Loan Agreement and the Indenture, as defined in the Loan Agreement.

Section 1. Authorization to the Finance Authority. The Governmental Unit hereby recognizes that the Finance Authority has made a Loan to the Governmental Unit in the amount of \$3,065,000 to finance the acquisition of the Project. Pursuant to Section 5.2(a) of the Loan Agreement and this Intercept Agreement, the Governmental Unit shall directly make timely payment of all Loan Agreement Payments to the Finance Authority. In the event that the Governmental Unit fails to make timely payment of Loan Agreement Payments to the Finance Authority, the Governmental Unit agrees that all payments due on the Loan from the Pledged Revenues shall be paid by the Distributing State Agency to the Finance Authority or its designee, on behalf of the Governmental Unit, from scheduled distributions of the Pledged Revenues in accordance with the Intercept Schedule attached hereto as Exhibit “A” (the “Intercept Schedule”).

This Intercept Agreement shall be deemed a written certification, authorization and request by the Governmental Unit to the Distributing State Agency to pay to the Finance Authority, on behalf of the Governmental Unit, sums shown on the Intercept Schedule from monthly distributions of the Pledged Revenues pursuant to Sections 7-1-6.12 and 7-1-6.15 NMSA 1978, as amended, to insure compliance with the Loan Agreement and repayment of the Loan. Upon written notice to the Distributing State Agency from the Finance Authority, the amount of the Pledged Revenues to be paid to the Finance Authority shall be increased from the amounts shown on Exhibit “A” to defray any delinquencies in the Finance Authority Debt Service Account or Loan Agreement Reserve Account, if any, established for the Governmental Unit. Any accumulation of the Pledged Revenues in an amount in excess of the next Loan Agreement Payment and the Loan Agreement Reserve Requirement, if any, shall be redirected by the Finance Authority to the benefit of the Governmental Unit on a timely basis as provided in Section 5.2 of the Loan Agreement.

To the extent applicable and to the extent that the Pledged Revenues are insufficient to meet the debt service requirements due on the Loan and other Parity Obligations (as defined in the Loan Agreement) now or hereafter issued or incurred, the amounts intercepted under this Intercept Agreement shall be applied to allow partial payment on a pro-rata basis of the debt service due and owing on the Loan Agreement and other Parity Obligations.

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Section 2. Term; Amendments. This Intercept Agreement will remain in full force and effect from its effective date as herein provided until such time as the Loan made pursuant to the Loan Agreement and this Intercept Agreement have been paid in full. Nothing herein shall be deemed in any way to limit or restrict the Governmental Unit from issuing its own obligations, providing its own program or participating in any other program for the financing of public projects which the Governmental Unit may choose to finance. This Intercept Agreement may be amended only by written instrument signed by the parties hereto.

Section 3. Authorization. The execution and performance of the terms of this Intercept Agreement have been authorized and approved by Ordinance No. ____, passed and adopted on July 20, 2026, by the Governing Body of the Governmental Unit, as supplemented by the Pricing Certificate executed on July 23, 2026, which Ordinance is in full force and effect on the date hereof.

Section 4. Severability of Invalid Provisions. If any one or more of the provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be deemed separable from the remaining provisions and shall in no way affect the validity of any of the other provisions hereof.

Section 5. Counterparts. This Intercept Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6. Further Authorization. The Governmental Unit agrees that the Finance Authority shall do all things necessary or convenient to the implementation of the Program to facilitate the Loan to the Governmental Unit.

Section 7. Effective Date. This Intercept Agreement shall take effect on the Closing Date of the Loan.

Section 8. Initial Intercept Date. The distribution of the Pledged Revenues to be intercepted by the Distributing State Agency under the terms of this Intercept Agreement consist of Pledged Revenues due to the Governmental Unit as indicated on the Intercept Schedule.

Section 9. Final Intercept Date. Once the Loan has been fully paid off and satisfied, Finance Authority shall provide written notice to the Distributing State Agency to discontinue the interception of the Governmental Unit's Pledged Revenues.

[Signature page follows]

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IN WITNESS WHEREOF, the parties to this Intercept Agreement have caused their names to be affixed hereto by the proper officers thereof as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By: _____
Marquita D. Russel, Chief Executive Officer

CITY OF LAS CRUCES, NEW MEXICO

By: _____
Eric Enriquez, Mayor

(SEAL)

Attest:

By: _____
Christine Rivera, City Clerk

Acknowledged:

By: _____
Taxation and Revenue Department
Date: _____

EXHIBIT “A”

INTERCEPT SCHEDULE
CITY OF LAS CRUCES, NEW MEXICO

Month	Pledged Revenues	Amount
Monthly beginning October, 2026 through May, ____	The distribution of that portion of the revenues derived from the fifth one quarter of one percent (1/4%) increment of municipal gross receipts tax imposed on all persons engaging in business in the Governmental Unit by Governmental Unit Ordinance No. 1135, adopted on March 26, 1990, with an effective date of July 1, 1990, as amended by Governmental Unit Ordinance No. 1760, adopted on July 27, 1999, which tax equals, subject to the exemptions specified in Section 7-19D-9 NMSA 1978, one fourth of one percent (1/4%) of the gross receipts of all persons engaging in business in the Governmental Unit for the month in which the tax is distributed to the Governmental Unit and (ii) the associated Hold Harmless Flood Control MGRT Distribution; provided that the Governmental Unit intends that Section 3-31-6(C) NMSA 1978 applies expressly to the amount of revenues pledged pursuant to the Ordinance, which distributions are made monthly by the State Taxation and Revenue Department	\$0*

*Except in the event that the Governmental Unit fails to make timely payments of Loan Agreement Payments, as provided in Section 5.2(a) of the Loan Agreement at which time a monthly collection schedule will be prepared by the Finance Authority and given to the Governmental Unit and the State Taxation and Revenue Department. The State Taxation and Revenue Department shall thereafter distribute Pledged Revenues set forth in the collection schedule to be applied to payment of the Loan as provided in the Loan Agreement and this Intercept Agreement.

ORDINANCE NO. ____; COUNCIL BILL NO. ____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A \$3,065,000 LOAN AGREEMENT FOR FLOOD CONTROL INFRASTRUCTURE IMPROVEMENT PROJECTS AND PAYING THE COSTS OF EXECUTION OF THE LOAN AGREEMENT WITH SUCH LOAN AGREEMENT TO BE SECURED BY A LIEN ON THE FIFTH QUARTER PERCENT INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX AND THE HOLD HARMLESS DISTRIBUTIONS ASSOCIATED WITH THE FIFTH QUARTER PERCENT INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of the Ordinance unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and its residents that the Loan Agreement and Intercept Agreement be executed and delivered within the parameters set forth herein and upon the final terms set forth in the Pricing Certificate and that the financing of the acquisition of the Project take place by executing and delivering the Loan Agreement and Intercept Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement and Intercept Agreement; and

WHEREAS, other than as described in the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues and shall not constitute a

general obligation of the Governmental Unit, or a debt or pledge of the faith and credit of the Governmental Unit or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Ordinance and the forms of the Loan Agreement and Intercept Agreement, which are incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a “private activity bond” as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority for the payment of the amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement and Intercept Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, Be it ordained by the governing body of the City of Las Cruces that:

(I)

Section 1. Definitions. As used in the Ordinance, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires

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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 through 3-31-12 and 6-14-1 through 6-14-12, NMSA 1978, as amended, the charter of the Governmental Unit, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including this Ordinance.

“Authorized Officers” means the Mayor, Mayor Pro-Tem, City Manager, Director of Financial Services, Treasurer and City Clerk of the Governmental Unit.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse the Loan Agreement.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“Completion Date” means the date of final payment of the cost of the Project.

“Delegate” means the City Manager, City Director of Financial Services, or other Authorized Officer of the City delegated the authority to approve the final terms of the Loan Agreement and Intercept Agreement.

“Distributing State Agency” means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues to or on behalf of the Governmental Unit.

“Expenses” means the cost of execution of the Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority in administering the Loan Agreement, including legal fees.

“Finance Authority” means the New Mexico Finance Authority.

“Finance Authority Debt Service Account” means the debt service account in the name of the Governmental Unit established under the Indenture and held by the Finance Authority to pay principal and interest on the Loan Agreement as the same become due.

“Finance Authority Reserve Account” means the account in the name of the Governmental Unit established in the Loan Agreement, held by the Finance Authority, and funded upon the conditions and administered as provided in the Loan Agreement.

“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 Governmental Unit as its fiscal year.

“Governing Body” means the City Council of the Governmental Unit, or any future successor governing body of the Governmental Unit.

“Governmental Unit” means the City of Las Cruces, New Mexico.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to the entire Ordinance and not solely to the particular section or paragraph of the Ordinance in which such word is used.

“Hold Harmless Flood Control MGRT Distribution” means the distribution to the City made pursuant to Section 7-1-6.46 NMSA 1978, as that distribution relates to the fifth one quarter of one percent (1/4%) increment of municipal gross receipts tax imposed

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on all persons engaging in business in the City by City Ordinance No. 1135, which revenues are reduced pursuant to the deductions under Sections 7-9-92 and 7-9-93 NMSA 1978; provided that the percentage of such distribution decreases annually as provided in Section 7-1-6.46 NMSA 1978 each year until the distribution is eliminated after July 1, 2029.

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as such terms are defined in the Indenture).

“Intercept Agreement” means the Intercept Agreement, if any, dated the Closing Date between the Governmental Unit and Finance Authority providing for the direct payment, if required, by the Distributing State Agency to the Finance Authority of Pledged Revenues in amounts sufficient to pay principal and interest and any other amounts due on the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

“Loan Agreement” means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance

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Authority, and any amendments or supplements thereto, and including the exhibits attached to the Loan Agreement.

“Loan Agreement Principal Amount” means an amount not to exceed \$3,065,000, the original principal amount of the loan as shown on the Term Sheet and as set forth in the Pricing Certificate.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

“Ordinance” means this Ordinance No. _____ as adopted by the Governing Body on July 20, 2026, approving the Loan Agreement and Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement, as amended from time to time.

“Parity Obligations” mean the 2016 Bonds, the 2020 NMFA Loan, the 2023 NMFA Loan (all as defined in the Term Sheet), the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with the Loan Agreement, including any such obligations shown on the Term Sheet.

“Pledged Revenues” means the revenues derived from (i) the fifth one quarter of one percent (1/4%) increment of municipal gross receipts tax imposed on all persons engaging in business in the City by City Ordinance No. 1135, adopted on March 26, 1990, with an effective date of July 1, 1990, as amended by City Ordinance No. 1760, adopted on July 27, 1999, which tax equals, subject to the exemptions specified in Section 7-19D-9 NMSA 1978, one fourth of one percent (1/4%) of the gross receipts of all persons engaging in business in the City for the month in which the tax is distributed to the City

and (ii) the associated Hold Harmless Flood Control MGRT Distribution; provided that 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 City is not pledging and the term “Pledged Revenues” does not include the state-shared gross receipts tax or any other local option gross receipts tax income received by the City).

“Pricing Certificate” means one or more certificates executed by the Delegate dated on or before the date of execution and delivery of the Loan Agreement, setting forth the following final terms of the Loan Agreement and Intercept Agreement: (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 provisions; (vii) the creation of any capitalized interest fund, if any, including the size and funding of such fund(s); and (viii) the final terms of agreements, if any, with the Finance Authority or service providers required for the execution and delivery of the Loan Agreement and Intercept Agreement, all subject to the parameters and conditions contained in this Ordinance.

“Program Account” means the account in the name of the Governmental Unit established under the Indenture and held by the Trustee for deposit of the net proceeds of the Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

“Project” means the acquisition, construction, maintenance and completion of various flood control infrastructure projects, including the payment of Expenses and professional fees related to the issuance and delivery of the Loan Agreement as described in Exhibit “A” to the Loan Agreement.

“State” means the State of New Mexico.

“Subordinate Obligations” means the obligations now outstanding (as listed on Exhibit “A” to the Loan Agreement) or hereafter issued with a lien on the Pledged Revenues subordinate to the lien thereon of the Loan Agreement and the Parity Obligations.

“Term Sheet” means Exhibit “A” to the Loan Agreement.

“Trustee” means the BOKF, NA, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

Section 2. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the acquisition of the Project and the execution and delivery of the Loan Agreement and Intercept Agreement, be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Loan Agreement and Intercept Agreement. The acquisition of the Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Governmental Unit and its residents and the issuance and delivery of the Loan Agreement is necessary and advisable.

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B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of acquiring the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety, and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will acquire the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.

H. The net effective interest rate on the Loan to be established in the Pricing Certificate does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of three-fourths of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and

prosperity of the residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay the Loan Agreement Principal Amount not to exceed \$3,065,000 plus interest thereon, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to finance the acquisition of the Project and to pay the costs of issuance of the Loan Agreement. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted with the approval of the final terms of the Loan Agreement and Intercept Agreement to be accepted by the Delegate in the Pricing Certificate within the parameters set forth in this Ordinance as permitted by Section 6-14-10.2 NMSA 1978. The Loan shall be in an aggregate principal amount not to exceed \$3,065,000 as set forth in the Pricing Certificate, shall be payable in installments of principal due on June 1 of the years designated in the Pricing Certificate and Exhibit "B" to the Loan Agreement and bear interest payable on June 1 and December 1 of each year, commencing on the date and at the rates designated in the Pricing Certificate and in Exhibit "B" to the Loan Agreement.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan

Agreement and the Intercept Agreement with such changes, insertions and omissions that are consistent with this Ordinance as may be approved by such the Delegate in the Pricing Certificate, and the City Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Ordinance and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Ordinance or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise

to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion, including funds on deposit in the Governmental Unit's fund designated as the Flood Control Improvement Project Acquisition Fund (2026).

Section 8. Disposition of Proceeds: Completion of Acquisition of the Project.

A. Program Account, Finance Authority Debt Service Account and Finance Authority Reserve Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account and Finance Authority Reserve Account to be held and maintained by the Finance Authority and to the Program Account to be held and maintained by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves the deposit of a portion of the proceeds of the Loan Agreement in the Program Account and the Finance Authority Debt Service Account all as set forth in the Term Sheet.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Finance Authority Debt Service Account and the Program Account all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of acquiring the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will acquire the Project with all due diligence.

B. Completion of Acquisition of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that acquisition of and payment for the Project has been completed. As soon as practicable, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the Loan Agreement and the Indenture.

C. Finance Authority and Trustee Not Responsible. The Finance Authority and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. The Governmental Unit shall pay Pledged Revenues to the Finance Authority, or pursuant to the Intercept Agreement, the Pledged Revenues shall be redirected to the Finance Authority, for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay the Loan Agreement Payments.

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amount in the Finance Authority Debt Service Account and the Finance Authority Reserve Account totals a sum at least equal to the entire aggregate amount to become due as to principal and interest, on, and any other amounts due under, the Loan Agreement in which case moneys in such account 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 such accounts shall be transferred to the Governmental Unit and used as provided below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section, any moneys remaining in the Finance Authority Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, and any other amounts due under the Loan Agreement subject to the uses hereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues with the lien thereon of the Parity Obligations as set forth herein and in the Loan Agreement. The Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Delegation of Authority to Approve the Final Terms of the Loan Agreement and Intercept Agreement Within the Parameters Set Forth Herein; Authorization of Authorized Officers; Delegated Authority to Make Budget Adjustments.

The private placement of the Loan Agreement and Intercept Agreement with the Finance Authority within the parameters set forth below and as described in the Pricing Certificate is hereby approved. After the Loan Agreement and Intercept Agreement have been duly executed and upon receipt of the purchase price therefor, the Loan Agreement and Intercept Agreement shall be delivered to the Finance Authority by an Authorized Officer in accordance with the Pricing Certificate and this Ordinance. The final terms of the Loan Agreement and Intercept Agreement shall be within the parameters set forth below:

- (a) The proceeds of the Loan Agreement shall be used for the Project.
- (b) The maximum par amount of the Loan Agreement shall not be more than \$3,065,000.
- (c) The final maturity of the Loan Agreement shall be no later than June 1, 2039.
- (d) The maximum interest rate on the Loan Agreement shall be no greater than 12% per annum.
- (e) The Loan Agreement shall be secured by a first lien, but not an exclusive first lien, on and shall be payable solely from the Pledged Revenues.
- (f) The Loan Agreement and Intercept Agreement shall be entered into pursuant to a private placement with the Finance Authority.
- (g) The Finance Authority's Processing Fee, if any, shall not exceed 1% of the aggregate principal amount of the Loan Agreement.
- (h) The Loan Agreement may be prepayable as set forth in the Pricing Certificate.

(i) The Loan Agreement and Intercept Agreement shall be in substantially the forms submitted to the Governing Body with the adoption of this Ordinance.

The Delegate is hereby authorized pursuant to this Ordinance to determine the final terms of the Loan Agreement and Intercept Agreement as permitted by Section 6-14-10.2 NMSA 1978 and to execute a Pricing Certificate in conformance with these parameters.

Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance, the Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance, the Loan Agreement and the Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the Intercept Agreement, and the publication of the summary of this Ordinance set out in Section 17 of this Ordinance (with such changes, additions and deletions as may be necessary). The Authorized Officers of the City are hereby authorized and directed to take all action necessary to make the budget adjustments needed to reflect the Loan Agreement proceeds.

Section 12. Amendment of Ordinance. Prior to the date of the initial delivery of the Loan Agreement to Finance Authority, the provisions of this Ordinance may be

supplemented or amended by ordinance or resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. This Ordinance may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Ordinance Irrepealable. After the Loan Agreement and the Intercept Agreement have been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as provided therein.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this 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 Ordinance.

Section 15. 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 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation

in the Governmental Unit, or posted in accordance with law, and such Ordinance shall be in full force and effect thereafter, in accordance with law.

Section 17. 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 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 Ordinance No. _____, duly adopted and approved by the Governing Body of the City of Las Cruces, New Mexico (the "City"), on July 20, 2026. Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of the City Clerk, 700 North Main Street, Las Cruces, New Mexico.

The title of the Ordinance is:

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A \$3,065,000 LOAN AGREEMENT FOR FLOOD CONTROL INFRASTRUCTURE IMPROVEMENT PROJECTS AND PAYING THE COSTS OF EXECUTION OF THE LOAN AGREEMENT WITH SUCH LOAN AGREEMENT TO BE SECURED BY A LIEN ON THE FIFTH QUARTER PERCENT INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX AND THE HOLD HARMLESS DISTRIBUTIONS ASSOCIATED WITH THE FIFTH QUARTER PERCENT INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX.

A general summary of the subject matter of the Ordinance is:

The Ordinance authorizes execution and delivery of a Loan Agreement and Intercept Agreement between the City and the New Mexico Finance Authority. The loan will be in the amount not to exceed \$3,065,000 with the final terms of the Loan Agreement and Intercept Agreement to be approved by the Delegate pursuant to the Supplemental

Agenda Item #7.4.

2026 FLOOD CONTROL PROJECTS

Public Securities Act. The proceeds of the loan will be used for flood control infrastructure improvement projects. The loan will be secured by the revenues derived from the fifth quarter percent increment of municipal gross receipts tax imposed pursuant to Ordinance No. 1135 adopted on March 26, 1990, with an effective date of July 1, 1990, as amended by City Ordinance No. 1760, adopted on July 27, 1999. The forms of the Loan Agreement and Intercept Agreement are approved along with the details of the loan to be determined by the Delegate within the parameters set forth in this Ordinance. Prior actions of City officials relating to the loan are ratified and further actions are authorized.

This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Form of Summary for Publication)

(II)

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

DONE AND APPROVED this 20th day of July, 2026.

APPROVED:

Eric Enriquez, Mayor

ATTEST:

Christine Rivera, City Clerk

Agenda Item #7.4.

2026 FLOOD CONTROL PROJECTS

Moved by:
Seconded by:

AYES

NAYS

EXHIBIT "A"

Meeting Agenda
July 20, 2026
City Council Meeting

Agenda Item #7.4.

2026 FLOOD CONTROL PROJECTS

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 July 20, 2026, at the hour of 1:00 p.m., insofar as the same relate to the execution and delivery of the proposed Loan Agreement and Intercept Agreement, 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 20th day of July, 2026.

CITY OF LAS CRUCES, NEW MEXICO

[SEAL]

Christine Rivera, City Clerk



City Council Action and Executive Summary

3117; Council
Bill 27-001

Type of Action:
☐ Resolution
☒ Ordinance
☐ TIDD Resolution

District:	☐ 1	☐ 2	☐ 3	☐ 4	☒ 5	☐ 6	☐ N/A
1st Reading:	July 6, 2026			Adopted:	July 20, 2026		
Drafter:	Jan Lauterbach			Department:	City Manager's Office		
Title:	AN ORDINANCE AUTHORIZING THE ANNUAL DISPOSITION OF CITY OWNED LAND PARCELS IN THE METRO VERDE ARCADIA PHASE 4 SUBDIVISION TO TIERRA DEL SOL HOUSING CORPORATION AND MESILLA VALLEY HABITAT FOR HUMANITY FOR AFFORDABLE HOUSING DEVELOPMENT.						

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

PURPOSE(S) OF ACTION:
Approve ordinance for annual land disposition.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces recognizes the need for affordable housing. The limited availability and rising cost of land have made single-family development increasingly difficult for our partner non-profits working to build homes for families on their waitlists.

To support single-family development, City Council approved Resolution #26-022 authorizing the purchase of the Metro Verde Arcadia Phase 4 subdivision, a 52-lot subdivision located along Red Hawk Road. The City partners with two (2) non-profit agencies, Mesilla Valley Habitat for Humanity and Tierra Del Sol Housing Corporation, in the development of single-family owner-occupied affordable housing. To align with each agency's capacity, staff propose allocating a set number of lots to each non-profit annually for construction and sale to income-qualified households.

The proposed ordinance would authorize the annual disposition of 5 lots per year to Mesilla Valley Habitat for Humanity and 10 lots per year to Tierra Del Sol Housing Corporation. Each agency would be expected to complete construction on their allocated lots each year, without requiring additional Council approval for future annual allocations. If either agency's capacity warrants an adjustment to the number of lots allocated in a given year, the annual disposition totals may be modified administratively without requiring further Council approval.

The donation of land for affordable housing development to a certified Qualifying Grantee agency is allowed under the State of New Mexico's Affordable Housing Act (The Act) NMSA 1978 Chapter 104 and in conjunction with the City of Las Cruces (City) Affordable Housing General Oversight Ordinance Chapter 13, Sec 13-103 (1)(a) of the City's Municipal Code.

Tierra Del Sol Housing Corporation and Mesilla Valley Habitat for Humanity are certified as Qualified Grantees as defined under the Act, allowing for the donation of land, and each agency would be required to do all deeds necessary to remain certified through the time period to complete construction on all 52 lots.

Agenda Item #7.5.

The City will file a Land Use Restriction Agreement with individual homeowners to ensure properties remain owner occupied affordable housing for a minimum of 15 years.

SUPPORT INFORMATION:

[Attachment "A" Arcadia Phase 4 Plat](#)

PLAN(S):

Other, 2021-2025 Consolidated Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

Affordable Housing Committee

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Ordinance authorizing annual disposition of lots for affordable housing development.
2. Vote "No"; this will not approve the Ordinance authorizing annual disposition of lots for affordable housing development.
3. Vote to "Amend"; this will direct staff to modify the proposed ordinance.
4. Vote to "Table"; this will direct staff to modify proposed ordinance and possibly delay development on the property.

REFERENCE INFORMATION:

1. Resolution 26-022.

Agenda Item #7.5.

ORDINANCE 3117; COUNCIL BILL 27-001

AN ORDINANCE AUTHORIZING THE ANNUAL DISPOSITION OF CITY OWNED LAND PARCELS IN THE METRO VERDE ARCADIA PHASE 4 SUBDIVISION TO TIERRA DEL SOL HOUSING CORPORATION AND MESILLA VALLEY HABITAT FOR HUMANITY FOR AFFORDABLE HOUSING DEVELOPMENT.

The City Council is informed that:

WHEREAS, the City of Las Cruces recognizes the need for affordable housing and the limited availability and rising cost of land have made single-family development increasingly difficult for our non-profit partners working to build homes for families on their waitlist; and

WHEREAS, to support development City Council approved Resolution 26-022 allowing for the purchase of Metro Verde Arcadia Phase 4, a 52-lot subdivision for single family homes to be developed by Tierra Del Sol Housing Corporation and Mesilla Valley Habitat for Humanity; and

WHEREAS, to align with each agency's capacity, staff propose allocating a set number of lots to each non-profit annually for construction and sale to income-qualified households, without requiring additional Council approval for future annual allocations; and

WHEREAS, the donation of land for affordable housing development to a certified Qualifying Grantee agency is allowed under the State of New Mexico's Affordable Housing Act (The Act) NMSA 1978 Chapter 104 and in conjunction with the City of Las Cruces (City) Affordable Housing General Oversight Ordinance Chapter 13, Sec 13-103 (1)(a) of the City's Municipal Code; and

WHEREAS, Tierra Del Sol Housing Corporation and Mesilla Valley Habitat for Humanity are certified as Qualified Grantees as defined under the Act, allowing for the donation of land, requiring each agency to do all deeds necessary to remain certified through the time period to complete construction on all 52 lots; and

WHEREAS, the City will file a Land Use Restriction Agreement with individual households to ensure the homes remain affordable for a minimum of 15 years.

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

(I)

THAT the ordinance approving for the disposition city owned lots located in the Metro Verde Arcadia Phase 4 subdivision, on an annual basis to Tierra Del Sol Housing Corporation and Mesilla Valley Habitat for Humanity to complete construction of single-family affordable housing units is hereby approved.

(II)

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

DONE AND APPROVED this day of

Agenda Item #7.5.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

METRO VERDE ARCADIA, PHASE 4

A 11.797 ACRE SUBDIVISION LOCATED IN T.22S., R.2E., SECTION 9, N.M.P.M.
BEING A PORTION OF LOT 9, SIERRA NORTE, REPLAT NO. 1
AS FILED AUGUST 10, 2007 IN PLAT BOOK 22, PAGES 287-290
OF THE DOÑA ANA COUNTY RECORDS
CITY OF LAS CRUCES, DOÑA ANA COUNTY, NEW MEXICO
JANUARY 13, 2026

DEDICATION

THE TRACT OF LAND SHOWN HEREON IS TO BE KNOWN AS METRO VERDE ARCADIA, PHASE 4, AND CONTAINS 11.797 ACRES OF LAND, MORE OR LESS

ALL RIGHTS OF WAY SHOWN HEREON ARE DEDICATED TO THE CITY OF LAS CRUCES. UTILITY EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF LAS CRUCES. ALL RULES AND REGULATIONS OF THE CITY OF LAS CRUCES AND SAID UTILITY COMPANIES WILL APPLY TO THESE EASEMENTS. ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON THIS PLAT IS ALLOWED.

THIS SUBDIVISION HAS BEEN DEDICATED IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER OF THE LAND SHOWN HEREON.

I, THE UNDERSIGNED OWNER DO HEREBY SET MY HAND THIS 2 DAY OF February, 2026

JOHN MOSCATO, MANAGING MEMBER
SIERRA NORTE LAND HOLDINGS, LLC.
3590 W. PICACHO AVENUE
LAS CRUCES, NEW MEXICO 88007

INSTRUMENT OF TITLE: SIERRA NORTE LAND HOLDINGS, LLC. - INSTRUMENT NO. 0921897 AUGUST 5, 2009

(STATE OF NEW MEXICO)
(COUNTY OF DOÑA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 2 DAY OF February, 2026
BY John Moscato.

NOTARY PUBLIC
MY COMMISSION EXPIRES: 04/04/2027

BENJAMIN CARTER
Notary Public
State of New Mexico
Comm. # 1112451
My Comm. Exp. Aug 3, 2027

RECEPTION NO. 2607684
(STATE OF NEW MEXICO)
(COUNTY OF DOÑA ANA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE 6th DAY OF April, 2026 AT 2:32 O'CLOCK IN THE RECORDS OF DOÑA ANA COUNTY.

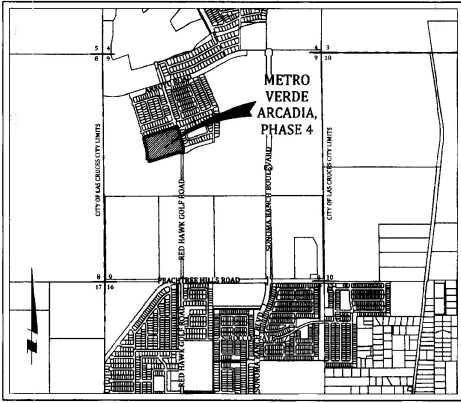
COUNTY CLERK
DEPUTY CLERK



SURVEYOR'S CERTIFICATION

I, BENJAMIN L. CARTER, A NEW MEXICO PROFESSIONAL SURVEYOR, CERTIFY THAT THIS SURVEY PLAT AND THE FIELD SURVEY UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

B. L. Carter
BENJAMIN L. CARTER, PS 22648 2/2/2026



VICINITY MAP
NTS

NOTES:

- SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X" AN AREA DETERMINED TO BE OUTSIDE OF THE 500-YEAR FLOOD PLAIN AS PER FIRM FLOOD INSURANCE MAP COMMUNITY PANEL 35013C0925G EFFECTIVE DATE JULY 6, 2016.
- BASIS OF BEARINGS (N89°56'38"E) IS BETWEEN U.S.G.L.O. BRASS CAP MONUMENTS FOUND FOR THE NORTH 1/4 CORNER AND THE NORTHEAST CORNER OF SECTION 4, T.22S., R.2E., N.M.P.M. AS SHOWN ON SIERRA NORTE ANNEXATION AS RECORDED MARCH 31, 2006 IN PLAT BOOK 21, PAGES 574-576.
- FIELD MEASURED BEARINGS AND DISTANCES MATCH RECORD INFORMATION UNLESS OTHERWISE NOTED.
- ALL SET CORNERS ARE 1/2" IRON RODS WITH IDENTIFICATION CAP NM 22648.
- THE SUBDIVIDER IS RESPONSIBLE FOR: (A) ALL EASEMENTS, MAIN LINE EXTENSIONS, AND STUBOUTS NECESSARY TO PROVIDE SEPARATE UTILITY SERVICES TO EACH LOT. (B) COMPLIANCE WITH ALL APPLICABLE CITY UTILITY STANDARDS.
- BUILDING PERMITS FOR ANY GRADING OR FOR CONSTRUCTION OF STRUCTURES ON INDIVIDUAL LOTS WITHIN THIS SUBDIVISION SHALL NOT BE ISSUED UNLESS AND UNTIL THE REQUIRED PUBLIC IMPROVEMENTS FOR THE SUBDIVISION HAVE PROGRESSED TO A POINT WHERE THEY CAN BE UTILIZED FOR THE PURPOSES FOR WHICH THEY WERE INTENDED YET BEFORE ALL PUNCH LIST ITEMS ARE COMPLETE AS DETERMINED IN WRITING BY THE CITY OF LAS CRUCES PUBLIC WORKS DIRECTOR, PURSUANT TO AND CONSISTENT WITH THE CITY'S SUBDIVISION SUBSTANTIAL COMPLETION AND BUILDING PERMITS ORDINANCE, AS REVISED.
- POST-DEVELOPMENT RUNOFF IS MANAGED THROUGH A SYSTEM OF STORM DRAINS AND REGIONAL PONDING. DETAILS CAN BE FOUND IN THE FINAL DRAINAGE REPORT FOR THIS DEVELOPMENT.
- ALL DRIVEWAYS SHALL MEET REQUIREMENTS OF CITY OF LAS CRUCES DEVELOPMENT CODE.
- TRACT A IS A PUBLIC AREA FOR DRAINAGE AND ACCESS. IT WILL BE DEDICATED TO AND MAINTAINED BY THE CITY OF LAS CRUCES UPON APPROVAL SIGNATURE AND FILING OF THE PLAT.

UTILITY APPROVALS

THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE UTILITY SERVICE BY THE UNDERSIGNED COMPANIES TO THE SUBDIVISION.

EL PASO ELECTRIC COMPANY

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO THE EL PASO ELECTRIC COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND), (OVERHEAD), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) ELECTRICAL UTILITIES.

BY: Bob Buro DATE: 02/02/2026

COMCAST

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO COMCAST, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND), (OVERHEAD), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) CABLE UTILITIES.

BY: [Signature] DATE: 2-2-2026

QWEST COMMUNICATIONS (DBA CENTURY LINK)

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO QWEST COMMUNICATIONS (DBA CENTURY LINK), ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION OF (UNDERGROUND), (OVERHEAD), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) TELEPHONE UTILITIES.

BY: [Signature] DATE: 2/2/26

MOONGATE WATER COMPANY

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO MOONGATE WATER COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR THE INSTALLATION AND MAINTENANCE OF WATER UTILITIES.

BY: [Signature] DATE: 2-2-26

CITY OF LAS CRUCES APPROVALS

THIS PLAT HAS BEEN APPROVED BY THE CITY OF LAS CRUCES AND ALL THE REQUIREMENTS FOR APPROVAL IN THE ABOVE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES. SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY FOR THE APPROVAL OF THIS PLAT.

BY: [Signature] DATE: 2/6/26
DIRECTOR OF COMMUNITY DEVELOPMENT

BY: [Signature] DATE: 2-26-26
DIRECTOR OF UTILITIES

BY: [Signature] DATE: 2/2/26
DIRECTOR OF PUBLIC WORKS

CITY PLANNING AND ZONING COMMISSION APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE CITY OF LAS CRUCES PLANNING AND ZONING COMMISSION. IT CONCURS WITH THE EXPANSION OF EXISTING UTILITIES AND THOROUGHFARES AND IS IN ACCORDANCE WITH GENERAL CITY PLANNING

BY: [Signature] DATE: 3/5/26
CHAIRMAN

BY: [Signature] DATE: 3/3/26
SECRETARY



CARTER SURVEYING AND MAPPING
P.O. Box 846, Mesilla, New Mexico 88046
Phone (575) 313-3638
Carter Surveying@gmail.com
PROJECT NAME:
METRO VERDE ARCADIA, PHASE 4

METRO VERDE ARCADIA, PHASE 4

A 11.797 ACRE SUBDIVISION LOCATED IN T.25S., R.2E., SECTION 9, N.M.P.M.

BEING A PORTION OF LOT 9, SIERRA NORTE, REPLAT NO. 1

AS FILED AUGUST 10, 2007 IN PLAT BOOK 22, PAGES 287-290

OF THE DOÑA ANA COUNTY RECORDS

CITY OF LAS CRUCES, DOÑA ANA COUNTY, NEW MEXICO

JANUARY 13, 2026

CURVE TABLE			
CURVE #	ARC LENGTH	RADIUS	CHORD BEARING
C1	328.90	1034.00	S17°30'45"E
C2	13.19	866.00	S17°30'45"E
C3	144.50	477.60	S17°30'45"E
C4	151.47	500.00	S17°30'45"E
C5	123.04	500.00	S17°30'45"E
C6	28.43	500.00	S17°30'45"E
C7	77.78	50.00	S17°30'45"E
C8	316.08	1000.00	S17°30'45"E
C9	92.78	968.00	S17°30'45"E
C10	124.28	968.00	S17°30'45"E
C11	52.08	968.00	S17°30'45"E
C12	24.86	968.00	S17°30'45"E
C13	31.42	20.00	S17°30'45"E
C14	31.11	20.00	S17°30'45"E
C15	2.00	73.00	S17°30'45"E
C16	20.49	73.00	S17°30'45"E
C17	20.49	73.00	S17°30'45"E
C18	18.07	73.00	S17°30'45"E
C19	33.41	73.00	S17°30'45"E
C20	25.05	20.00	S17°30'45"E
C21	33.41	20.00	S17°30'45"E
C22	34.80	53.00	S17°30'45"E
C23	75.38	53.00	S17°30'45"E
C24	31.11	50.00	S17°30'45"E
C25	42.82	27.00	S17°30'45"E
C26	42.82	27.00	S17°30'45"E
C27	31.42	20.00	S17°30'45"E
C28	31.72	20.00	S17°30'45"E
C29	32.78	73.00	S17°30'45"E
C30	26.40	73.00	S17°30'45"E
C31	31.83	73.00	S17°30'45"E
C32	24.78	73.00	S17°30'45"E
C33	31.72	20.00	S17°30'45"E

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S17°30'45"E	86.00
L2	S17°30'45"E	87.31
L3	S17°30'45"E	44.00
L4	S17°30'45"E	47.72
L5	S17°30'45"E	28.17
L6	S17°30'45"E	26.86
L7	S17°30'45"E	44.83



NOTES:
1. SEE SHEET 1 FOR NOTES AND DETAILS.



CARTER SURVEYING AND
MAPPING
P.O. Box 646, Mesilla, New Mexico 88046
Phone: (505) 333-2200
Carter Surveying.com
PROJECT NAME:
METRO VERDE ARCADIA, PHASE 4
PROJECT NUMBER: 24594
DATE: 01-13-2026
SHEET 2 OF 2

MV HABITAT
TIERRA DEL SOL





**3119; Council
Bill 27-003**

City Council Action and Executive Summary

Type of Action:
☐ Resolution
☒ Ordinance
☐ TIDD Resolution

District:	☐ 1	☐ 2	☐ 3	☐ 4	☒ 5	☐ 6	☐ N/A
1st Reading:	July 6, 2026			Adopted:	July 20, 2026		
Drafter:	Elizabeth Teeters			Department:	Economic Development		
Title:	AN ORDINANCE SUPPORTING INVESTMENT OF \$50,000 IN AN ECONOMIC DEVELOPMENT PROJECT IN ACCORDANCE WITH THE CITY OF LAS CRUCES LOCAL ECONOMIC DEVELOPMENT PLAN, AUTHORIZING AN ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY AND GYM MAGIC CHILD DEVELOPMENT CENTER, LLC.						

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

PURPOSE(S) OF ACTION:
To approve a Local Economic Development Act (LEDA) project for Gym Magic Child Development Center, LLC., with allocations from the City of Las Cruces.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
In 2023, the City of Las Cruces ("City") amended its Local Economic Development Act ("LEDA") Plan to include a Local Model project category. This category is designed to support locally owned businesses making significant private capital investments within the community and generally does not involve participation from the New Mexico Economic Development Department ("NMEDD"). To qualify, projects must include a minimum private capital investment of \$250,000. Although the Local Model has been available since its adoption, Gym Magic Child Development Center, LLC ("Gym Magic") is the first project proposed for assistance under this program.

Gym Magic has been providing childcare services in Las Cruces since 2004 through its Ashley's Garden facility, a five-star rated early childhood education program. In 2020, Gym Magic expanded its services through The Village, which provides PreK and Early PreK programs for local families. Following the implementation of Universal Child Care in November 2025, demand for childcare services has increased significantly throughout the community, particularly for infant, one-year-old, and two-year-old age groups.

To help address this need, Gym Magic proposes the construction of a new childcare facility that will include ten classrooms, consisting of four infant classrooms, three one-year-old classrooms, and three two-year-old classrooms. Upon completion, the facility is expected to serve approximately 120 children and expand the availability of high-quality early childhood education and care within Las Cruces.

The total anticipated capital investment for the project is approximately \$4.31 million. The project is expected to create 39 full-time positions. Entry-level teaching positions will start at \$19.00 per hour, with employees eligible for state-sponsored tuition assistance programs. Teachers holding bachelor's degrees are expected to earn an average annual salary of approximately \$55,000.

Agenda Item #7.6.

The proposed LEDA assistance consists of a \$50,000 reimbursement-based grant to Gym Magic. The project will be monitored and administered by the City for a period of five years, during which Gym Magic will be required to meet and maintain performance benchmarks, including the retention of at least 35 full-time employees by the conclusion of the compliance period.

If approved through the proposed Ordinance, the City will enter into a Project Participation Agreement ("PPA") with Gym Magic (attached as Exhibit A). The PPA establishes the terms and conditions of the City's participation in the project and ensures compliance with the City's adopted LEDA Plan and all applicable LEDA requirements.

SUPPORT INFORMATION:

[Exhibit "A", Project Participation Agreement](#)

[Attachment "A", LEDA Application](#)

PLAN(S):

City Council Strategic Plan, Elevate Las Cruces

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Ordinance and authorize the City to provide local LEDA funding for the Gym Magic Child Development Center, LLC.
2. Vote "No"; this will not approve the Ordinance and authorize the City to provide local LEDA funding for the Gym Magic Child Development Center, LLC.
3. Vote to "Amend"; this could delay the Ordinance and would require City Council to provide direction to staff.
4. Vote to "Table"; this would delay the Ordinance and require City Council to provide direction to staff.

Agenda Item #7.6.

ORDINANCE 3119; COUNCIL BILL 27-003

AN ORDINANCE SUPPORTING INVESTMENT OF \$50,000 IN AN ECONOMIC DEVELOPMENT PROJECT IN ACCORDANCE WITH THE CITY OF LAS CRUCES LOCAL ECONOMIC DEVELOPMENT PLAN, AUTHORIZING AN ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY AND GYM MAGIC CHILD DEVELOPMENT CENTER, LLC.

The City Council is informed that:

WHEREAS, the City of Las Cruces amended its Local Economic Development Act (LEDA) Plan in 2023 to create a Local Model project category supporting locally owned businesses making significant private capital investments: and

WHEREAS, Gym Magic Child Development Center, LLC ("Gym Magic") is the first project proposed under the Local Model category; and

WHEREAS, Gym Magic has provided early childhood education and childcare services in Las Cruces since 2004 and seeks to expand its services to help meet the community's growing childcare needs; and

WHEREAS, Gym Magic proposes to construct a new childcare facility representing an estimated private capital investment of \$4.31 million, creating 39 full-time jobs and serving approximately 120 children; and

WHEREAS, the City has determined that the project will provide economic and community benefit through private investment, job creation, and expanded childcare capacity; and

WHEREAS, the City proposes to provide LEDA assistance in the amount of \$50,000, subject to a Project Participation Agreement and compliance with all applicable LEDA requirements.

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

(I)

THAT the City hereby enters into a Project Participation Agreement, as shown in Exhibit "A" attached hereto and made part of this Ordinance, with Gym Magic Child Development Center, LLC., subject to the requirements of LEDA and the adopted LEDA Plan of the City, for its \$50,000 investment in the project.

(II)

THAT the City Manager is hereby authorized to sign the Agreement as references in this Ordinance on the City's behalf.

(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

Agenda Item #7.6.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

**PROJECT PARTICIPATION AGREEMENT FOR: GYM MAGIC CHILD
DEVELOPMENT CENTER**

This Project Participation Agreement (“PPA” or “Agreement”) pursuant to the New Mexico Local Economic Development Act (“LEDA”) is made and entered into as of the “Effective Date” provided herein by and between the City of Las Cruces, a New Mexico municipal corporation (“City”), and Gym Magic, Inc., doing business as Gym Magic Child Development Center, LLC (“Company”). The City and Company are each a “Party” to this agreement and together are the “Parties” to it.

RECITALS

A. The City is authorized to participate in economic development projects pursuant to the LEDA, NMSA 1978, Sections 5-10-1 through 5-10-13, the City’s economic development plan adopted according to the LEDA, and applicable City ordinances.

B. Company proposes to construct and operate a new child development center (the “Project”) located on Venus Street, Las Cruces, New Mexico 88012 (the “Project Site”).

C. The Project will consist of a new childcare facility of approximately 9,980 square feet, designed to accommodate 120 children in ten classrooms plus a small internal gym area for indoor gross motor activities.

D. The proposed facility is expected to include four infant classrooms, three one-year-old classrooms, and three two-year-old classrooms, which would provide childcare services Monday through Friday, excluding holidays, from approximately 7:30 a.m. to 5:30 p.m.

E. The Company anticipates that the Project will involve a total capital investment of \$4,310,000. This would consist of \$900,000 for land, \$3,045,000 for construction, and \$365,000 for equipment.

F. The Company represents that it currently employs approximately fifty-three people, and that the new facility is expected to employ at least thirty-seven additional full-time employees.

G. The Company represents that the Project will provide substantial community benefits by increasing reliable local child care capacity for infants, one-year-old children, and two-year-old children, thereby assisting parents and guardians in entering or remaining in the workforce.

H. The City desires to provide LEDA assistance to the Company in an amount not to exceed Fifty Thousand Dollars (\$50,000), subject to the Company’s compliance with the terms, conditions, performance requirements, reporting obligations, security requirements, and clawback provisions contained in this Agreement.

NOW, THEREFORE, for the mutual exchange of promises herein constituting valuable consideration acknowledged, the Parties agree as follows:

TERMS OF AGREEMENT

Section 1. Recitals

The foregoing recitals are a material part of this Agreement and are incorporated herein.

Section 2. Project; Term

Company shall develop, construct, equip, and operate the Project at the Project site. The Project is expected to begin construction in approximately June or July 2026 and be completed no later than the last business day of May, 2027 (the “Term”), except as the Parties may agree to an extension in writing. The Project shall include at a minimum:

- a. Construction of an approximately 9,880 square foot child development center;
- b. Ten classrooms for childcare services;
- c. Four infant classrooms;
- d. Three one-year-old classrooms;
- e. Three two-year-old classrooms;
- f. A small internal gym area for indoor gross motor activities; and
- g. Capacity to serve approximately 120 children when fully enrolled.

Company’s progress in connection with the Project and progress toward its completion over the course of the Term shall be subjects for the City’s review during the Annual Review process, as described below in Section 10, in addition to other proper subjects for review.

Section 3. City Contribution

Subject to the terms of this Agreement, the City shall make available LEDA assistance to the Company (the “City Contribution”) in an amount not to exceed Fifty Thousand Dollars (\$50,000.00). The City Contribution shall be disbursed only after the Company satisfies the applicable disbursement milestone and submits satisfactory documentation to the City showing that the Company has incurred authorized project costs.

The City Contribution shall be disbursed as follows:

Amount of City Funds Available for Disbursement	Disbursement Performance Milestone
\$20,000	Receive a Certificate of Occupancy for business operations on the Project Site, employ at least 8 people, and incur LEDA Eligible Expenses
\$10,000	Maintain a minimum employment level of 12 or more for six (6) consecutive months and incur LEDA eligible expenses.
\$20,000	Maintain a minimum employment level of 30 or more for six (6) months and incur LEDA eligible expenses.

For purposes of this Agreement, “LEDA-Eligible Expenses” means expenses intended to materially support and complete the Project and qualifying as “public support” within the meaning of NMSA 1978, § 5-10-3(K).

The City shall have no obligation to disburse funds unless the Company submits documentation reasonably required by the City to confirm satisfaction of the applicable milestone. Such documentation may include without limitation invoices, receipts, proof of payment, payroll records, employment verification, a Certificate of Occupancy, and other records appropriate to the particular milestone.

Section 4. Company Contribution

The Company shall provide a substantive contribution (the “Company Contribution”) to the Project in exchange for the City Contribution. Company represents that the Project will be financed through approximately ten percent (10%) owner contribution and ninety percent (90%) local bank financing, subject to final financing approval. Company’s contribution includes, but is not limited to:

- a) total capital investment of approximately \$4,310,000;
- b) land investment of \$900,000;
- c) construction investment of approximately \$3,045,000;
- d) equipment investment of approximately \$365,000;
- e) construction and operation of the Project at the Project site;
- f) creation and maintenance of jobs as set forth in this Agreement;
- g) use of local contractors if feasible;

- h) local purchasing when feasible; and
- i) continued operation of the Project during the terms of the agreement.

Section 5. Disbursement Requests

After the Company has satisfied a disbursement milestone, the Company may submit to the City a written request for disbursement of the City Contribution. Each disbursement request shall include:

- a. documentation showing that Company has satisfied the applicable disbursement milestone;
- b. documentation substantiating LEDA-Eligible Expenditures;
- c. documentation verifying current employment levels at the Project site; and
- d. any other information reasonably requested by the City to verify compliance with this Agreement and that Company's use of the City Contribution materially advances completion of the Project.

The City may approve, deny, object to, or request additional information regarding any Disbursement request. No disbursement shall be made unless the City determines that the applicable milestone has been satisfied and that LEDA-Eligible Expenditures support the requested disbursement.

Section 6. Job Creation and Wages

The Company estimates that 100% of hires will be local hires. The Company represents that the jobs will meet or exceed the applicable industry median wage and that employee benefits may include health insurance stipends, training programs, and bonuses when finances permit. The Company represents that the Project is expected to create the following new jobs and average salaries.

YEAR	New Jobs	Average Salary
1	15	\$39,500
2	5	\$47,250
3	11	\$48,700
4	6	\$50,125
5	2	\$51,600
TOTAL	39	-----

Section 7. Clawbacks

Notwithstanding any other provision of this Agreement, Company shall be required to repay the City Contribution, or a portion thereof, if the Company does not satisfy the conditions set forth herein.

a) Facility Closure Clawback. If Company ceases operations at the Project Site on or before December 31, 2032, Company shall repay to the City all City Contribution funds received as of that date. For purposes of this subsection, a failure to provide childcare services for a period of ninety (90) days or more, or a failure to occupy the facility for a period of ninety (90) days or more, shall be considered a cessation of operations. However, reasonable cessations caused by construction delays, licensing delays, repair, or replacement of damaged facilities, labor disputes, acts of God, public emergencies, or other circumstances beyond the reasonable control of the Company shall not constitute a cessation of operations, provided Company promptly notifies the City in writing and submits a plan for resuming operations within one hundred and eighty (180) days of the notice.

b) Performance Clawback. Company shall satisfy the following minimum job numbers by the applicable job measurement dates:

Job Measurement Date	Minimum Job Numbers	Clawback Due if Minimum Job Number Not Met
December 31, 2027	8	100% of Clawback Penalty
December 31, 2028	15	100% of Clawback Penalty
December 31, 2029	25	100% of Clawback Penalty
December 31, 2030	30	75% of Clawback Penalty
December 31, 2031	35	50% of Clawback Penalty
December 31, 2032	35	25% of Clawback Penalty

For purposes of this Agreement, “Clawback Penalty” means the total amount that was disbursed to the Company under the agreement. If the Company fails to meet the minimum job number by the job measurement date, the City shall provide written notice of the shortfall. The Company shall have one hundred eight (180) days from the applicable job measurement date to cure the shortfall. If Company cures the shortfall within the cure period, no Performance Clawback shall be due for that job measurement date. If Company does not cure the shortfall within the cure period, Company shall pay the applicable Performance Clawback to the City within thirty (30) days after written demand from the City.

c) Business Climate Changes. If Company believes that material business climate changes, market conditions, licensing delays, enrollment delays, workforce shortages, or other circumstances beyond its reasonable control have affected its ability to satisfy any of the foregoing Performance Clawback requirements, Company may submit a written request to the City for modification of the Performance Clawback.

The City may in its reasonable discretion approve, deny, or modify the request. Any modification shall be in writing and approved by the City in accordance with applicable law.

d) **No Double Recovery.** If the Company is required to pay the Facility Closure Clawback, Company shall not also be required to pay a Performance Clawback arising after the date of such payment.

Section 8. Job Reporting and Enrollment

Company shall submit job certification reports to the City on a quarterly basis during the term of the Agreement. Quarterly reports shall be due within thirty(30) business days after January 31, April 30, July 31, and October 31 of each year, or on another schedule approved in writing by the City. Each job certification report shall be signed by an authorized representative of Company and shall include:

- a. the number of full time employees at the Project Site;
- b. payroll documentation or other employment verification acceptable by the City;
- c. total childcare enrollment at the facility, including a quarterly breakdown by age group and by residency status, identifying participants residing within the City limits and those residing outside the City limits, provided that the foregoing data is anonymized; and
- d. any other information reasonably requested by the City to verify compliance.

The Company shall not receive any disbursement of the City Contributions unless its job reporting is current and complete.

Section 9. Annual Performance Review

To ensure the prudent use of public funds and compliance with LEDA, the Project shall be subject to an annual performance review conducted by City staff. The annual performance review shall evaluate whether the Project is meeting the requirements of this Agreement, including but not limited to:

- a. progress toward completion of the Project, as described in Section 2 herein;
- b. project construction and operational status;
- c. job creation and employment levels;
- d. LEDA-eligible expenditures;
- e. compliance with reporting requirements;
- f. continued operation at the Project Site;
- g. community and economic benefits; and
- h. any potential Clawback obligations.

Company shall cooperate with the City's annual performance review and shall provide records reasonably necessary for the City to determine compliance with this Agreement.

Section 10. Continuing Staff Support and Guidance

The City encourages the Company to communicate with the Economic Development staff regarding any questions, concerns, or circumstances that may affect the Project's ability to meet established milestones, timelines, or other performance requirements. Economic Development staff will make reasonable efforts to provide guidance, assistance, and support to help address unforeseen challenges and facilitate the successful implementation of the Project. The City remains committed to maintaining an open and collaborative partnership throughout the term of the LEDA Project and welcomes ongoing discussions regarding opportunities to support the Project's success and future collaboration. Notwithstanding the foregoing, however, the Parties agree that no action by City staff contemplated by this Section shall act as a waiver of any condition, event, or obligation under this Agreement.

Section 11. Security

As security for the faithful performance and payment of the Company's obligations under this Agreement, prior to Company's receipt of any portion of the City Contribution, Company shall furnish the City with a form of security mutually acceptable to the Parties ("Security"). The Security shall be in the total amount of Fifty Thousand Dollars (\$50,000) before any disbursement is made, with provision for increase to match any additional contribution provided by the City to Company, and with further provision to increase to match any costs of enforcement of the Security, enforcement costs including, without limitation, reasonable attorney's fees, costs of court, and investigative and administrative expenses. The Security shall be delivered to the City no less than fifteen (15) days before the Company submits its first disbursement request. If Company fails to pay any Clawback amount when due, the City may enforce the Security. The City may enforce the Security without first filing a proceeding in a court or tribunal, to the extent permitted by law and the applicable security instrument, provided that enforcement otherwise comply with all provisions of this Agreement governing dispute resolution.

Section 12. Release of Security

No lien, letter of credit, or other form of the Security created to secure the Company's full and faithful performance pursuant to the Project Documents shall be released except upon a final determination by the City that the Company has fulfilled all obligations and conditions of the Project and that Clawbacks owing to the City, if any, are fully paid.

Section 13. Dispute Resolution

Except as otherwise provided in this Agreement, the enforcement of the Agreement shall be brought pursuant to the terms of this Section.

a) Notice of Default. Each of the Parties shall perform in a timely manner its responsibilities identified in this Agreement and shall endeavor to resolve disputes through good-faith cooperation and discussion. If either Party believes the other has not complied with a material term of this Agreement, it may provide notice in writing providing in reasonable detail the nature of the alleged noncompliance or default.

b) Right to Cure or Respond. The notified Party shall have thirty (30) days from receipt of the written notice of default to provide a written response (i) disputing the claim of breach, (ii) giving notice of the cure of the breach, or (iii) describing a planned cure and reasonable timeline for completion of the cure, if the nature of the breach requires more time for cure than remains for the notified Party's response.

c) Judicial Enforcement. No right to enforce this Agreement shall accrue to any Party claiming a material breach except after the Party so claiming has provided or made all reasonable efforts to provide a written notice of material breach, and the Party receiving notice of a claim of material breach has been given a reasonable opportunity to cure or has repudiated an obligation to cure.

d) Judicial Remedies. Subject to applicable law, in the event of litigation regarding the Project, the prevailing Party may elect to seek any of the following remedies in the alternative and cumulatively, as appropriate:

- (i) specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages;
- (ii) a declaration that an assessment of Clawbacks or an ordinance terminating the Project was or is proper or that such assessment or ordinance, if not yet carried out or in effect, would be proper for causes stated;
- (iii) damages proximately resulting from the default;
- (iv) fines or penalties allowed by law; and
- (v) an award of reasonable attorney fees and court costs.

The remedies described in this Section shall be cumulative to all other remedies allowed by the terms of this Agreement.

Section 14. Waiver

Except as the Parties may otherwise agree in a signed writing, no waiver by either Party shall constitute a continuing waiver, nor shall any waiver of a condition, event, or obligation be construed to waive any other condition, event, or obligation, whether preceding or succeeding the alleged waiver, or whether of the same or a similar nature.

Section 15. Termination

This Agreement may be terminated at any time by ordinance of the City passed by the governing body of the City in its sole discretion, provided, however, that the ordinance shall not be effective except if it provides for the satisfaction of existing contracts and the rights of parties to such contracts.

Notwithstanding anything to the contrary herein, nothing in this Agreement shall be interpreted to provide for a right of Company to a hearing or other process prior to termination by ordinance, nor by passing such ordinance shall the governing body of City be construed to act in a quasi-judicial or administrative capacity or in any manner requiring process additional to that process required by law to pass a general ordinance. Company hereby waives all rights it may have under law to other or additional process under this Section.

Section 16. Ethical Requirements

The Parties hereby agree that they are and shall remain in compliance with all obligations imposed by applicable federal, state, or local laws for the ethical procurement and administration of public contracts, including as they may apply between the Parties and with respect to any of Company's contractors or subcontractors engaged in the performance of this Agreement.

Section 17. Governing Law; Venue

This Agreement shall be governed by and construed according to the law of the State of New Mexico, without regard to principles or rules of conflicts of laws. Any claim or procedure to enforce, modify, or terminate this Agreement, or relying upon this Agreement, in whole or in part, shall be maintained exclusively in the Third Judicial District Court of Doña Ana County, New Mexico. The Parties waive any rights they may have to a different venue.

Section 18. Amendments

This Agreement shall not be altered, changed or amended except by written instrument executed by the Parties. Any amendment may be subject to approval by the governing body of the City of Las Cruces if required by law, ordinance, or City policy.

Section 19. Entire Agreement

This Agreement represents the entire agreement between the Parties concerning the subject matter herein and supersedes all prior or contemporaneous agreements, understandings, and representations, whether in written or oral form.

Section 20. Counterparts

This Agreement may be executed in multiple identical counterparts that together shall constitute an effective whole. A facsimile or scanned copy (in "pdf" or other commonly accepted electronic format) shall be an original for this purpose.

Section 21. Effective Date

This Agreement shall be effective on the date (the “Effective Date”) of the last signature affixed below of the Parties’ authorized representatives.

[Signatures on following page]

**City of Las Cruces Application for
Local Economic Development Act Project Assistance**

The undersigned, on behalf of the entity named as:

Gym Magic Child Development Center (Gym Magic Kids)

hereby applies to the City of Las Cruces, New Mexico, for project participation in the form of land, buildings or infrastructure pursuant to the Local Economic Development Act (5-10-1 to 5-10-13 NMSA 1978) and pursuant to the regulations of the City.

The attached Initial Project Financing Questionnaire has been completed to the best of our ability, and the information contained therein, and on any attachments thereto, represent a reasonable comprehensive outline of the Project and the financing requested in connection therewith.

Preliminary official action and review of our project is hereby requested.

The undersigned warrants that he or she is authorized to submit this application on behalf of the applicant and is filling out the form and telling the truth to the best of their ability.

DATE: March 27, 2026 APPLICANT: Nancy L Bates, PhD,MT(ASCP)

BY: Nancy L Bates, PhD,MT(ASCP)

(Authorized Officer/Representative)

APPLICATION FOR ECONOMIC DEVELOPMENT ASSISTANCE

Instructions: The purpose of this application is to present to the City of Las Cruces' City Council a reasonable comprehensive outline of the project ("Project") for which financing is being requested. Please address each item, using "None" or "Not Applicable" where necessary.

1. General Information

a. Legal name and address of applicant

Gym Magic Child Development Center (Gym Magic Kids)
2482 Clearview Dr Las Cruces NM 88011

b. State of Incorporation and type of corporation

New Mexico as an LLC

c. If you are not a NM corporation, will you be incorporating in the State of New Mexico?

N/A

d. Contact information

Name(s):	Nancy L Bates, PhD, MT(ASCP)
Physical address:	2482 Clearview Dr Las Cruces NM 88011
Mailing address:	2482 Clearview Dr Las Cruces NM 88011
Phone:	575.644.3493
Email address:	nancy@gymmagic.com
Web site address:	GymMagic.com

1. Project Overview

Project Name:

Gym Magic Expansion: Gym Magic Child Development Center

Project Location:

Venus St Las Cruces NM 88012

Project Type: ☒ New Development

☐ Expansion

☐ Relocation

Project Description:

Build a new center to accommodate 120 children (infants, 1 yr olds & 2 yr olds) in 10 classrooms plus a small internal gym area for indoor gross motor activities.

Estimated Start Date:

June-July 2026

Estimated Completion Date:

Jan-Feb 2027

Estimated Square Footage:

9,880 sq ft

Proposed Use:

Child Care: 4 infant classrooms, 3 one year old classrooms, 3 two year old classrooms for child care Monday-Friday from 7:30am to 5:30pm.

Zoning (if known):

C2

Site Plan: ☒ Attached ☐ Not Available

2. Project Investment & Request

Project Investment:

TYPE	AMOUNT
Land	900,000
Construction	3,045,000
Equipment	365,000
TOTAL INVESTMENT	4,310,000

Amount of LEDA Assistance Requested:

5 - 10% of the project would be outstanding, but any amount would be greatly appreciated.

3. Job Creation & Wages

Current Employment:

Gym Magic Inc currently employs about 53 people. However, the new facility is not built. Once fully enrolled, the new facility should employ at least 37 full time employees.

Projected New Jobs:

YEAR	NEW JOBS	Average Salary
1	15	39,500
2	+5	47,250
3	+11	48,700
4	+6	50,125
5	+2	51,600
TOTAL	39	

Estimated % of Local Hires:

100%

Jobs Meet or Exceed Industry Median Wage? ☒ Yes ☐ No

Benefits Offered:

- ☒ Health Insurance Stipend
- ☐ Retirement
- ☒ Training Programs
- ☒ Other: Bonuses when finances provide

Will Employee Training be Provided? ☒ Yes ☐ No

4. Community & Economic Impact

Project Benefits:

- ☒ Job Creation
- ☒ Wage Growth
- ☐ Redevelopment/Infill
- ☒ Local Purchasing
- ☐ Infrastructure Investment
- ☐ Industry Diversification

Estimated Annual Local Spending:

\$100,000-200,000 for the business plus spending by the teachers as they spend their money locally for rent, mortgages, food, utilities and clothes.

Community Benefit Description:

To provide excellent, reliable local child care for infants, one year olds, and two year olds so that parents can enter the workforce and not worry about the care of their children.

Will the Project Expand in the Future? ☒ Yes ☐ No

If yes, describe:

Once the enrollment for this location is full, we will build additional classrooms next to this building on Venus St.

5. Construction Impact

Estimated Construct Cost:

3,045,000

Construction Start Date:

June-July 2026

Construction End Date:

Jan-Feb 2027

Will Local Contractors be Used? ☒ Yes ☐ No ☐ Partially

6. Financial Summary

How Will the Project Be Financed?

10% will come from the owner and 90% will be funded through a local bank.

Has the Applicant Applied for Other Funding? ☒ Yes ☐ No

If yes, describe:

LiiF is considering our project for low interest financing also.

Tax Status Certification:

☒ No outstanding tax issues

☐ Issues exist (attach explanation)

7. Attachments

☒ Site plan or conceptual design

☒ Financial summary or sources & uses

☒ 5-year operating plan or projections

Agenda Item #7.6.

Attachment "A"

- X Job breakdown by position and wage
- X Additional supporting materials.



Page 378 of 389



3120; Council
Bill 27-004

City Council Action and Executive Summary

Type of Action:
☐ Resolution
☒ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:	July 6, 2026	Adopted:	July 20, 2026
Drafter:	Christine Rivera	Department:	City Manager's Office
Title:	AN ORDINANCE REPEALING CHAPTER 2, ARTICLE IV, DIVISION 7. SELECT COMMITTEES AND DIVISION 9. POLICY REVIEW COMMITTEE (PRC) OF THE LAS CRUCES MUNICIPAL CODE IN THEIR ENTIRETY.		

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

PURPOSE(S) OF ACTION:
To repeal the Select Committees and Policy Review Committees.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
In 2020, the City Council adopted three ordinances establishing select committees and policy review committees. The purpose of these committees was to provide information and advisory recommendations related to the goals and objectives outlined in the City Charter and the City's Strategic Plan, as well as to conduct fact-finding and provide guidance on specific, clearly defined issues. Any recommendations made by the committees were advisory in nature, were not binding, and remained subject to approval by the City Council.

In 2024, all select committees and policy review committees were placed on hold with the stated intent of ultimately repealing the ordinances that created them. This ordinance is being brought forward to carry out that intent and formally repeal those provisions.

SUPPORT INFORMATION:
[Exhibit "A" - DIVISION 7. SELECT COMMITTEES](#)
[Exhibit "B" - DIVISION 9. POLICY REVIEW COMMITTEE PRC](#)

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

Agenda Item #7.7.

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will repeal Divisions 7 and 9 of the Las Cruces Municipal Code (LCMC).
2. Vote "No"; this will not repeal Divisions 7 and 9, and they will remain in effect.
3. Vote to "Amend"; this will require direction from city council.
4. Vote to "Table"; this will delay updates of the LCMC.

REFERENCE INFORMATION:

Ordinance 2908

Ordinance 2910

Ordinance 2913

Agenda Item #7.7.

ORDINANCE 3120; COUNCIL BILL 27-004

AN ORDINANCE REPEALING CHAPTER 2, ARTICLE IV, DIVISION 7. SELECT COMMITTEES AND DIVISION 9. POLICY REVIEW COMMITTEE (PRC) OF THE LAS CRUCES MUNICIPAL CODE IN THEIR ENTIRETY.

The City Council is informed that:

WHEREAS, on January 6, 2020, Ordinance 2908 was adopted, establishing Select Committees; and

WHEREAS, on January 21, 2020, Ordinance 2910 was adopted, establishing Policy Review Committees; and

WHEREAS, on March 2, 2020, Ordinance 2913 added additional Policy Review Committees to the Las Cruces Municipal Code (LCMC); and

WHEREAS, it is the intent of the Governing Body to formally repeal all Select and Policy Review Committees from the LCMC.

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

(I)

THAT Chapter 2, Article IV, Divisions 7 and 9 of the Las Cruces Municipal Code are hereby repealed in their entirety as noted in Exhibit "A" and "B", attached hereto and made part of this ordinance.

(II)

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

DONE AND APPROVED this day of

Agenda Item #7.7.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

PART II - MUNICIPAL CODE
Chapter 2 - ADMINISTRATION
ARTICLE IV. - BOARDS, COMMISSIONS AND COMMITTEES
DIVISION 7. SELECT COMMITTEES

~~*DIVISION 7. SELECT COMMITTEES*~~

~~**Sec. 2-1101. Scope.**~~

- ~~(a) — Select committees may be established by the mayor or city council to provide the mayor and city council with information and advice on the goals and objectives stated in the city charter or the city's strategic plan. The membership, purpose, duties, and duration of the select committees shall be determined by the mayor or the city council and shall be made available to the public.~~
- ~~(b) — If the mayor establishes a select committee, the city council shall be given written notice of the establishment of all select committees. This notice shall include the purpose for the select committee and the names of the members.~~
- ~~(c) — The term of the select committee shall not exceed one year or the amount of time necessary to complete the specific established goals and objectives of the committee.~~
- ~~(d) — The recommendations of a select committee shall not be binding and are subject to approval of the city council or the city manager in accordance with the city charter.~~
- ~~(e) — The city manager may assign appropriate city staff or community members to a select committee for the purpose of providing information, recommendations, or subject-matter expertise. The select committee shall not include more than three members of the city council.~~
- ~~(f) — Sections 2-187 through 2-190 are inapplicable to select committee members.~~

(Code 1988, § 2-801; Ord. No. 2908, § I, 1-6-20)

PART II - MUNICIPAL CODE
Chapter 2 - ADMINISTRATION
ARTICLE IV. - BOARDS, COMMISSIONS AND COMMITTEES
DIVISION 9. POLICY REVIEW COMMITTEE (PRC)

~~*DIVISION 9. POLICY REVIEW COMMITTEE (PRC)*~~

~~**Sec. 2-1106. Title.**~~

~~This section shall be referred to as the Policy Review Committee (PRC) Ordinance.
(Ord. No. 2910, § 1, 1-21-20)~~

~~**Sec. 2-1107. Definitions.**~~

~~*Policy review committee (PRC)* means a committee formed by approval of the city council, comprised of no more than three city council members and subject matter experts, community members, or invited guests for fact-finding and advisory purposes regarding specific, clearly defined issues.~~

~~*Conflict of interest.* Article 1, section 2-3 definition for conflict of interest shall apply to this division.
(Ord. No. 2910, § 1, 1-21-20)~~

~~**Sec. 2-1108. Scope.**~~

- ~~(a) Purpose. The purpose of a PRC is to formulate recommendations to the city council on specific issues or subject areas that have direct community-wide impact on the health, safety, living conditions, and general quality of life for people in the city.~~
- ~~(b) The recommendations of a PRC shall not be binding and are subject to approval of the city council. When making proposals or recommendations on a specific issue or item, the PRC should provide at least two options to the city council. A PRC may recommend that the city council take no further action on an issue. Items to be brought forward to the entire city council shall be determined by majority of the council members on the PRC.~~
- ~~(c) PRCs are not authorized to act or make any decision on behalf of the city council.~~
- ~~(d) PRCs may have three city council members on each committee. Ex officio members are permitted and must be approved by the city council.~~
- ~~(e) The PRC shall select a chair person, a vice chair, and other officers as deemed necessary by the PRC, each of whom shall serve for one year. The chair shall present recommendations to the city council during a scheduled work session or city council meeting.~~
- ~~(f) PRCs shall adhere to NMSA 1978 § 10-15-1 et seq., the Open Meetings Act, and shall follow the city council's rules of procedure.~~
- ~~(g) Each PRC shall report to the city council at least annually or as further requested or required by the city council or by the membership of the PRC.~~
- ~~(h) Article 1, section 2-6 disclosure of conflict of interest shall apply to this division.~~
- ~~(i) A majority of PRC members shall constitute a quorum.~~

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~~(Ord. No. 2910, § I, 1-21-20)~~

~~Sec. 2-1109. Membership generally.~~

- ~~(a) — Qualifications. The qualifications for membership of PRCs may vary among the committees may vary, but generally will be based on interest or expertise in relevant subject area.~~
- ~~(b) — City council members may not participate on more than three PRCs at one time; an exception to this can be made only upon approval of the city council on a case-by-case basis.~~
- ~~(c) — City council members wishing to participate on a PRC must make such request at a regular city council meeting or through the mayor and the participation of that city councilor shall be approved by resolution at a subsequent regular city council meeting.~~
- ~~(d) — Non-city council members of a PRC must be approved by resolution. Membership is limited to one PRC at one time for the term of two years.~~
- ~~(e) — PRCs may have no less than four members and no more than seven.~~

~~(Ord. No. 2910, § I, 1-21-20)~~

~~Sec. 2-1110. Removal.~~

~~The policy for attendance and removal of PRC members is as follows:~~

- ~~(a) — Attendance is required at all PRC meetings.~~
- ~~(b) — If a member of a PRC fails to attend 75 percent of scheduled meetings in a 12-month period, beginning on the date of the member's appointment, or is absent from three consecutive meetings, their membership shall be automatically terminated by the affected PRC.~~
- ~~(c) — If a PRC member vacates their position by nonattendance of official meetings, the PRC's chair shall provide written notice to the city council. A replacement shall be appointed within 30 days of written notice of vacancy to the city council. If the PRC member who has vacated by nonattendance is the PRC's chair, the removal process shall be conducted by the vice chair, or if the vice chair is unable to participate, by any other board member.~~
- ~~(d) — A PRC member appointed by the city council may be removed or reprimanded for malfeasance, nonfeasance of office, violation of any section of this article, or for any reason, by majority vote of the city council. A PRC member may only be reprimanded or removed from office pursuant to this subsection by a request in writing made by a city councilor or the mayor. The request shall specify the reason for the requested removal and shall be delivered to the city manager with copies to all other members of the city council. The city manager shall forward the request for removal to the affected PRC member. The decision of the city council shall be final.~~
- ~~(e) — Any member who is removed cannot reapply for membership on any board for one year.~~
- ~~(f) — The city council may grant a leave of absence for a PRC member upon written request. A leave of absence shall not exceed three months.~~

~~(Ord. No. 2910, § I, 1-21-20)~~

~~Sec. 2-1111. Code of conduct and conflicts of interest.~~

~~Section 2-190, code of conduct, and city council's rules of procedure shall apply to all PRCs.~~

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~~{Ord. No. 2910, § I, 1-21-20}~~

~~Sec. 2-1112. Economic development policy review committee.~~

~~(a) — There is established an economic development policy review committee.~~

~~(b) — Membership.~~

~~(1) — Membership shall be comprised of three city councilors; seven ex-officio members from the community at-large.~~

~~(2) — The city manager may appoint city staff to participate in the PRC. City employees may not be voting members.~~

~~(c) — Duties. The economic development PRC shall make specific recommendations regarding economic development that will align with the city's adopted comprehensive plan and economic development strategic business plan. Recommendations will focus on business health, economic infrastructure, and workforce issues that will improve the city's long-term economic health and lead to improved over-all quality of life for the community.~~

~~(d) — Meetings and reporting.~~

~~(1) — The PRC shall meet no less than once quarterly but may establish more frequent meetings in accordance with this division.~~

~~(2) — The PRC shall report to city council no less than once quarterly or more frequently if determined by the voting members.~~

~~{Ord. No. 2910, § I, 1-21-20}~~

~~Sec. 2-1113. Health policy review committee.~~

~~(a) — There is established a health policy review committee.~~

~~(b) — Membership.~~

~~(1) — Membership shall be comprised of three city councilors; four ex-officio members from the community at-large.~~

~~(2) — The city manager may appoint city staff to participate in the PRC. City employees may not be voting members.~~

~~(c) — Duties. The health PRC shall make specific recommendations regarding the physical, nutritional, behavioral, spiritual, and financial health of the community. The goals of the PRC are to develop and recommend policies to improve the well-being of individuals, families, and organizations in accordance with the city's adopted comprehensive, departmental strategic business, and issue-specific plans.~~

~~(d) — Meetings and reporting.~~

~~(1) — The PRC shall meet no less than once quarterly but may establish more frequent meetings in accordance with this division.~~

~~(2) — The PRC shall report to city council no less than once quarterly or more frequently if determined by the voting members.~~

~~{Ord. No. 2913, § I(Exh. A), 3-2-20}~~

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~~Sec. 2-1114. Housing policy review committee.~~

~~(a) There is established a housing policy review committee.~~

~~(b) Membership.~~

~~(1) Membership shall be comprised of three city councilors; four ex-officio members from the community at large.~~

~~(2) The city manager may appoint city staff to participate in the PRC. City employees may not be voting members.~~

~~(c) Duties. The housing PRC shall make specific recommendations regarding the creation, maintenance, and expansion of all housing types within the city for all socio-economic classes. The goals of the PRC are to develop and recommend policies to improve the number and condition of all dwelling types in accordance with the city's adopted comprehensive, departmental strategic business, and issue-specific plans.~~

~~(d) Meetings and reporting.~~

~~(1) The PRC shall meet no less than once quarterly but may establish more frequent meetings in accordance with this division.~~

~~(2) The PRC shall report to city council no less than once quarterly or more frequently if determined by the voting members.~~

~~(Ord. No. 2913, § 1(Exh. A), 3-2-20)~~

~~Sec. 2-1115. Quality of life policy review committee.~~

~~(a) There is established a quality of life policy review committee.~~

~~(b) Membership.~~

~~(1) Membership shall be comprised of three city councilors; four ex-officio members from the community at large.~~

~~(2) The city manager may appoint city staff to participate in the PRC. City employees may not be voting members.~~

~~(c) Duties. The quality of life PRC shall make specific recommendations regarding the cultural, artistic, scientific, nature-related, and educational interests of the community. The goals of the PRC are to develop and recommend policies to expand the intellectual and experiential horizons of children, teens, adults, and seniors in accordance with the city's adopted comprehensive, departmental strategic business, and issue-specific plans.~~

~~(d) Meetings and reporting.~~

~~(1) The PRC shall meet no less than once quarterly but may establish more frequent meetings in accordance with this division.~~

~~(2) The PRC shall report to city council no less than once quarterly or more frequently if determined by the voting members.~~

~~(Ord. No. 2913, § 1(Exh. A), 3-2-20)~~

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~~Sec. 2-1116. Transportation, sustainability, and infrastructure policy review committee.~~

- ~~(a) — There is established a transportation, sustainability, and infrastructure policy review committee.~~
 - ~~(b) — Membership.~~
 - ~~(1) — Membership shall be comprised of three city councilors; four ex-officio members from the community at large.~~
 - ~~(2) — The city manager may appoint city staff to participate in the PRC. City employees may not be voting members.~~
 - ~~(c) — Duties. The transportation, sustainability, and infrastructure PRC shall make specific recommendations regarding the transportation of people within the city and efficient ease of access of goods and services that will support economic sustainability and environmental health. The goals of the PRC are to develop and recommend policies to ensure long-term viability of the city, including the development and maintenance of the city's utilities, roadways, facilities, and other physical infrastructure aligned with the city's adopted comprehensive, departmental strategic business, and issue-specific plans.~~
 - ~~(d) — Meetings and reporting.~~
 - ~~(1) — The PRC shall meet no less than once quarterly but may establish more frequent meetings in accordance with this division.~~
 - ~~(2) — The PRC shall report to city council no less than once quarterly or more frequently if determined by the voting members.~~
- ~~{Ord. No. 2913, § 1(Exh. A), 3-2-20}~~

Secs. 2-1117—2-1180. Reserved.