Mayor
Ken Miyagishima

Mayor Pro Tem
Kasandra Gandara

Councilors
Tessa Abeyta
Becki Graham
Johana Bencomo
Becky Corran
Yvonne Flores

CITY COUNCIL AGENDA

Monday, February 6, 2023 at 1:00 PM

Council Chambers

City of Las Cruces®

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

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

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

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 - Councilor Flores.

1.2. Pets of the Week.

1.3. Jobs of the Week.

1.4. Presentation of Certificates of Appreciation/Proclamations - Councilor Flores.

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

3. PUBLIC PARTICIPATION

4. READ CLOSED MEETING STATEMENT

4.1. Read January 23, 2023 Closed Meeting Statement into the record.

5. ACCEPTANCE OF AGENDA

6. CITY COUNCIL MINUTES

6.1. Regular City Council Meeting of December 19, 2022. 3 - 35
City Council - Dec 19 2022 - Minutes - Pdf

6.2. Regular City Council Meeting of January 3, 2023. 36 - 48
City Council - Jan 03 2023 - Minutes - Pdf

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

7.1. RESOLUTION NO. 23-091: A RESOLUTION AUTHORIZING INDEFINITE COST, AND INDEFINITE QUANTITY AGREEMENTS FOR RADIO PARTS AND REPAIR WITH SIX (6) VENDORS, VIA NEW MEXICO STATE PURCHASING DIVISION CONTRACT NO. 20-00000-22-00038 (PROCUREMENT NO. 22-23-034). 49 - 250

Resolution No. 23-091 - Pdf

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

8.1. **PUBLIC HEARING REQUIRED.** RESOLUTION NO. 23-092: A RESOLUTION APPROVING A RESTAURANT A - BEER AND WINE LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY TO LORENZO'S ITALIAN RESTAURANT LOCATED AT 1753 E. UNIVERSITY AVENUE, LAS CRUCES, NEW MEXICO 88011. 251 - 279

Resolution No. 23-092 - Pdf

8.2. RESOLUTION NO. 23-093: A RESOLUTION TO ACCEPT THE CITY OF LAS CRUCES ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2022. 280 - 633

Resolution No. 23-093 - Pdf

8.3. RESOLUTION NO. 23-094: A RESOLUTION TO AMEND THE 'RENOVATE MAIN STREET INCENTIVE PROGRAM'. 634 - 645

Resolution No. 23-094 - Pdf

8.4. RESOLUTION NO. 23-095: A RESOLUTION REVERSING THE PLANNING AND ZONING COMMISSION'S APPROVAL DECISION REGARDING A SPECIAL USE PERMIT ALLOWING A CANNABIS RETAILER WITHIN THE REQUIRED BUFFER DISTANCE TO A SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT. 646 - 696

Resolution No. 23-095 - Pdf

8.5. COUNCIL BILL NO. 23-017; ORDINANCE NO. 3023: AN ORDINANCE REPEALING SECTIONS 2-1206 THROUGH 2-1211 AND ENACTING NEW SECTIONS 2-1206 THROUGH 2-1213, LCMC 1997 AS AMENDED, ENTITLED INVESTMENT POLICY. 697 - 708

Ordinance No. 3023 - Pdf

9. BOARD APPOINTMENTS

10. NOTICE OF PROPOSED ORDINANCE(S)

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

10.1. COUNCIL BILL NO. 23-020; ORDINANCE NO. 3026: AN ORDINANCE AMENDING CHAPTER 24, PROCUREMENT CODE, OF THE LAS CRUCES MUNICIPAL CODE. 709 - 812

Ordinance No. 3026 - Pdf

11. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

12. CITY MANAGER REPORT

13. ADJOURNMENT

MINUTES
City Council Meeting

1:00 PM - Monday, December 19, 2022
City Council Chambers, City Hall

The City Council of the City of Las Cruces was called to order on Monday, December 19, 2022, at 1:00 PM, in the City Council Chambers, City Hall, with the following members present:

PRESENT: Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

EXCUSED:

1. OPENING CEREMONIES

1.1 PLEDGE OF ALLEGIANCE - COUNCILOR GRAHAM.

1.2 PETS OF THE WEEK.

Jennifer Martinez, Communications Office presented Pets of the Week.

1.3 JOBS OF THE WEEK.

Giselle Palomares, Workforce Solutions presented Jobs of the Week.

1.4 PRESENTATION OF CERTIFICATES OF APPRECIATION/PROCLAMATIONS - COUNCILOR GRAHAM.

Mayor Miyagishima presented the Mayor's Distinguished Service Award & Proclamation to Chris Allen.

Mayor Miyagishima presented the Mayor's Citation for Community Service to Randy McMillian.

Mayor Miyagishima presented the Mayor's Citation for Community Service to Doug Boberg and Matt Holt.

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

2.1

Councilor Gandara said on 7.1 my husband sits on the Senate and will be voting on a number of these items, and I don't know if it is a perceived conflict, but I did want to mention that and I would be more than willing to recuse myself.

3. PUBLIC PARTICIPATION

3.1

Denise Chavez, Member of the Public said I grew up in Las Cruces, the Trost Building is home to us. Before we had a community center, we had the Trost Building. like to Las Cruces, you are my city, my family, my place of birth and I want to thank you for giving me life, story, culture, and art. I am distressed because vision is being eroded, lost to speculation, what is deemed progress. We are a borderland community, and the preservation of the Trost Building is important. Las Cruces has had a history of destroying its historical buildings. It is hard to imagine this happening to the Trost Building. Do we need more destruction, more loss for a city that prides itself in its history and its people. Where is our sense of who we are and what came before us. I am asking City Council and the Mayor to reconsider the demolition of this building.. Consider the Trost Building as a cultural center, it doesn't have to be mine or anyone else's close to me but consider this as someone who knows the cultural history of our frontera, the borderland region. It is imperative to save this building, it is imperative to value lo nuestro, it is of historical significance. A place that is deeply loved and revered by our community. Action must be taken folks.

Mayor Miyagishima said I have been working with the owners as well as Senator Jeff Steinborn. The Senator asked if there was any way we could communicate to the owner if they could have a little bit more time. They are getting some other estimates for moving the building. The owner did agree to give more time. In fact, he said he will give till the beginning of the year.

Kevin Bixby, Member of the Public said I have a small ask of the city and that is to add additional signage to Main Street between Bowman and Griggs that informs the public that it is a tow away zone on Saturday because of the Farmer's Market. Right now, there are only two signs. One on either side of the street. My twenty-eight year old daughter came home from Albuquerque recently and she is off to a big new chapter in her life, she moved to Florida but she was staying with us for a few days and her car was in the shop so she borrowed our car to go out with some friends for some drinks at the Broken Spoke. So, at that south end of that block, as you all know the Amador Complex, there are three bars and then there are more bars between Griggs and Las Cruces. So, on weekends it is a bar destination. So, my daughter met with her friends, overindulged, and did the responsible thing and got a ride home. She left the car there.
The car was towed because she was in a tow away zone and so when we went to claim our car on Monday morning from Luchini's, all the tow truck driver said was its terrible the lack of signage. We feel really terrible towing people's cars because it happens every weekend, I guess. What I am asking is, there is one sign north bound on that block of Main Street, it is in front of the New America's School but there are twelve parking spaces on that block on either side of the street. That sign is at the very beginning of the stretch of parking space so if you miss it, you miss it and on the other side there is only one sign on the very beginning of the block and your ordinance says signage shall be visible from any place where the car can be towed if it is a tow away. I am asking you to put in two additional no parking on Saturday signs on either side of the street.

Henry Young, Director of the Gospel Rescue Mission said it is our desire as the Gospel Rescue Mission to provide for guest at the mission, the city and those

homeless that are not on our campus. We desire to help everyone. In addition to that, it is my desire to build bridges with the city administration in order to help citizens who have a daily struggle with the homeless in certain neighborhoods. If we are all working together, we can mitigate many of the problem areas. Many of the larger urban areas in our nation are now working with the missions in their cities because missions have a great deal of experience helping the homeless as well as the cities. These partnerships are proving to be very successful and with that my request is this, we have been building a building out near the street on Amador that will be used for those people who are still on the street that do not stay with us at our complex and we want to be able to feed them three meals a day inside that 30x50 square foot building. We also desire to have them stay with us when the weather is bad or when the temperature drops below 35 degrees. The trouble is it is already cold, it is going to get colder, and the building is still not done. However, it is dried in. The only thing that we are lacking is the sprinkler system and finishing on the inside, plus the electricity which El Paso Electric still hasn't provided the electricity to that side of the property. Therefore, I am asking that if we get to the point where we have to have it to let those people come inside even though we don't have a certificate for occupancy at this time, it would be better for them to be inside a building rather than on the street. If you would consider that I would be grateful.

Mayor Miyagishima said the city can't condone that because there is liability there. I don't know if you were given the option of a temporary CO or certificate of occupancy, it is not as stringent. Please send it to me and I will send it to Ifo, and I will see what can be done.

Henry Young said in the future we need to cooperate together so that we can help in any way possible.

Paul Funk, Member of the Public said in the 25 years I have lived here I have only filed three police reports and all in the last six months. The first concerned a man running down the street with a rock in each hand. He was chasing a woman jogger, a stranger to him. He also was throwing rocks at a gas station employee, someone again with which he had no previous contact. The police responded promptly. When he was arrested, I was asked to testify. The police officer that was taking evidence including the smashed car window said that the man had been arrested numerous times and would be on the street again in a few hours. Assault and battery with a deadly weapon are no longer serious enough criminal offenses to keep someone in jail. My most recent traumatic experience concerned a man who tried to break into my home. With the help of a neighbor, we were able to track him until the police arrived. As before he was arrested and as before I learned that this person had been arrested numerous times. Once again, I agreed to testify, in court if necessary. Once again, I was assured, he would be on the streets in a few hours. I don't understand what has changed. I don't understand why it has changed but I can tell you this much, our city can be a great place for taxpayers to live or it can be a great place for criminals, but it cannot be both.

Mayor Miyagishima said let me just say, you asked why it has changed. A few years back, amazingly it was done as a Constitutional Amendment. It was basically the Bail

Reform that was a lot more liberal to allow those who were arrested to be released on their own recognizance. One of the things that I talked about a few weeks ago was not necessarily to overturn it but to add one more little verbiage to it because right now it is a flight risk or a danger to society. Earlier you saw a video, even that video didn't rise to what the legislature put in the language. So, what I was going to suggest is if we could add one more wording, it's a flight risk, danger to society, or as the courts may determine. That way allows the judge to make the call.

Paul Funk said I have heard in Alamogordo they have a habitual offender clause that also gives some teeth to the law to keep people off the streets who are in the habit of committing crime so that may be something to consider in Las Cruces is a habitual offender.

Mayor Miyagishima said that might be for misdemeanors, on a little bit lower level. I hear what you're saying.

Jake Redfearn, Member of the Public said I am part owner of a commercial real estate firm here in Las Cruces, NAI First Valley. I am here not only as a frustrated business owner but as a mad constituent and a concerned parent of three boys who are 14,12 and 9. As one of the owners of one of the largest firms in Las Cruces I have witnessed firsthand the sharp rise in property damage, physical violence and general harassment at our properties. Both our brokers and property managers have taken the brunt of the dramatic increase in break-ins, vandalism, shoplifting and numerous other vagrant activities. In a recent conversation with Goodwill, they no longer leave their front doors unlocked at their location on Valley. Their employees were subject to constant harassment from local homeless and transients. I think it is very sad day when an operating business can't leave their doors unlocked during their operating hours. In another instance in the same area an individual broke into a vacant suite in a shopping center and cut holes in the walls into the adjacent spaces where they gained access to the businesses and ransacked their stores. These instances are in addition to the daily calls we get due to property damage, human feces at properties, harassment by local homeless and transients and other security concerns. As a concerned parent I no longer feel Las Cruces is as a safe as a place to raise my children as I once did. I left Las Cruces shortly after college to work in the east coast and I had always planned to return to raise my family feeling that Las Cruces was a good sized city with enough amenities for parents and a good sized city that was big enough for kids but safe. This is no longer the case based off my experience in the last couple of years I tend to go out with my guard up more now. I hope this body will step up and do something. I attend City Council meetings regularly as some of you know and watch some online. This issue has been a constant item for public comment for the past year plus. I am concerned as a constituent the lack of action being taken by our city.

Juan Garcia, Member of the Public said first of all kudos to the Resilience Leaders for the tremendous service they are providing the community. I would also like to thank Peter Goodman for elevating the attacks on Carlos small businesses in the local media. Carlos is the gentleman who had feces smeared on his building and other numerous attacks. On the downside small businesses and citizens continue to be

terrorized and we will continue to advocate for those forgotten victims. I met with Vanessa, owner of Nessa's Coffee Shop on Picacho who's window was broken, about $500 worth of damage. Nothing to gain, pure hate because criminals know there are no consequences. I met with Livingston Bridal and Events owner, Mrs. New Mexico, Roxanne who got hit with about $10,000 worth of damage by the destructive Las Cruces criminal element. We wrote to representative Cadena who represents Carlos, Rubio and Gallegos, Ferrary, Madrid, Cervantes along with Senator Steinborn, Soules, Hamblen addressing the continued attacks on Las Cruces small businesses. Zero response. How many small businesses have come and shared their sufferings, hundreds perhaps, maybe more. Where are the New Mexico elected officials advocating for deterrents and consequences for these criminal acts? In my opinion, advocating for harsher punishment for these criminals is not a narrative of the progressive socialist agenda. These elected officials will not go against a narrative established by the progressive socialist if they want to remain in office and in the Governor's good graces. My recommendation please offer small businesses suffering a financial impact an opportunity to offset their losses that are incurred by the failure of the current political system to protect them. Number two, consider the idea of getting some of the homeless to work with some of the affected establishments in a favorable manner that will benefit both sides. Homeless don't vandalize and steal, criminals do.

Rick Reynaud, Member of the Public said the area where I work on Solano and Missouri is the cause of a lot of the stuff from Desert Hope Apartments. Now the county also manages those. They appoint two members to the board. So, I want to bring them in as well as mentioning you guys. Can someone help fix this situation. Two rent restricted apartment complexes, one in Metro Verde, Peach Tree Hills and one on Farney and El Paseo. The city will be providing up to 15% of the total development cost for these projects. The units will be rent restrictive for 40 years. You guys don't have very much confidence in our city's economy do you? That is not much of a show of confidence, that is built in socialism.

Kristin Drake, Director of Business Development with Peak Behavioral Health said we were fortunate enough to attend a meeting last Friday on December 16th convened by Mayor Pro Tem Gandara. This meeting was comprised by several key community partners focused on prevention, intervention, and treatment of substance use. Partners included Zia Recovery, Ideal Options, Alt Recovery, FYI Plus, Las Cruces Fire, PD, DASO, just to name a few. We discussed current treatment options and substance use available already in the community, gaps in treatment and proposed service types to fill the service gaps. One of the gaps identified was the need for a 28 day rehab facility. At the end of 2021 Peak realized that many Dona Ana citizens were being discharged to facilities in Northern New Mexico, Eastern New Mexico and even out of state for continued substance use treatment as the only treatment options available. As part of 2022 strategic plan, Peak moved ahead with construction of a 28 day rehab facility within our existing Santa Teresa facility. As we all know the development, construction and training involved in such a project is immense and expensive. With these cost in addition to certification and licensure through the Department of Health the completion of this project is slow going. Peak Behavioral and the partners present at last Fridays meeting request council backing and support

of this project. With your support we are confident we can kick this project into full gear and begin treatment sooner than later.

Mayor Miyagishima said I know we have in the past done a resolution to see about bringing another facility here in Southern New Mexico. I am pretty sure we can do that again.

Athena Huckabee. Member of the Public said I would like to make comment this afternoon on the situation of the behavioral health unit on the 5th floor of Memorial Medical Center commonly referred to in the community as 5 West. Memorial Medical Center knew in March of this year that 5 West would be without a Medical Director. The hospital had two employed nurse practitioners to keep the unit open throughout the summer. The providers notified the facility they would be returning to their full-time jobs in the fall providing MMC ample time to launch a search for a new Medical Director. Unfortunately, that is not what occurred. Instead, 5 West closed on August 18th of this year. Memorial Medical Center did not provide formal written notice of the closure to the community nor an explanation, nor a plan to reopen, nor a contingency plan during this closure. The facility did not post a position for national search until the unit's closure and did not post a locum position until this time. The employed NP's were willing to stay on call and at least provide mental health services to the emergency room and the hospital however Memorial's CEO and its executive team refused to use their services while the unit was closed because they did not want to pay for on call services. The hospital also has telemedicine services in the emergency room but did not expand those services to keep the behavioral health floor open. As I understand it, Memorial Medical Center's lease with the city and county includes the stipulation that services be the same as when the lease was executed. However, over these last months Memorial Medical Center has not been held accountable in anyway. Memorial Medical Center should be providing a detailed plan to why they are not providing these services and be penalized for each month that these services have not been provided. These plans and actions steps should be transparent and be made and available and known to the public. We are in the middle of an overdose crisis as well as a mental health crisis. One way to address these issues additionally is to take action on this matter as soon as possible and keep the public informed of the progress.

Mayor Miyagishima asked were you able to see that in the lease? I have looked for that and I have been told that and I could not find it, that did not exist when we leased it to them. I did bring this up to Mr. Harris. So, if you somehow see it or find it can you please email it to me because I could not find it.

Athena Huckabee said absolutely. I spoke to Dona Ana County Health and Human Services, and they have their attorneys looking at it as well and did say that they were able to find that clause.

Mayor Miyagishima said some of my colleagues may not be aware of this because when we did this in 2004, that was the condition. They had to keep at least the minimum of what we gave them and or they could add to it. I brought that behavioral health up when they did close 5 West.

Sandy Emmanuel, Member of the Public said I am CEO of Peak Behavioral Health. There are two things I want to address regarding our 28 day rehab. My understanding is that there is Capital Outlay for infrastructure, supplies, resources, and that is our request for support related to that. I also want to address Memorial Medical Center, I cannot speak on behalf of MMC but what I can say is that there was a reach out to Peak Behavioral for support in providing a Medical Director and that is something that we will move forward with which is also a cost for us related to supporting Memorial Medical Center. We want to do that. We understand their importance to the community. There are two other hospitals that provide psychiatric beds of which neither one of us are full. There are more resources in the community besides Memorial Medical and that is just something I wanted to address.

Jay Hill, Member of the Public said I grew up south of Las Cruces as a farmer and I have had many interactions with many of you and this has been without a doubt the most beautiful and wonderful life that anybody could have. Over the last five years my family and I have moved to the State of Texas to continue our agriculture expansion and in doing so the good Lord blessed my family with a special needs child that needs medical assistance, and it has forced us to move back to Las Cruces. However, I would like to say that I did not get to move home. There is a lot of differences that has happened over the last five years. To walk into a business and watch people assaulted by a person who is obviously going through a mental health crisis. To take my five year old daughter to school to explain to her why a person is defecating in the middle of the road. Was not what I was anticipating coming home. This is something that I am willing to fight for. This is something that I am willing to stand for, to say that our future generation can deserve more then what I see today. This is not a shame on you. This is a we need to get together. We need to figure out what is going to happen and how we can put some teeth into, like you said Mr. Mayor. What can we do to keep people from coming back out and committing crimes over and over and over again. We are dealing with a heart process. We are dealing with a mental process, and we are dealing with the inability for us to keep people behind bars when they need to be behind bars. Let’s work together with the community and I have no problem sitting down and giving my ideas as many times as I need to, to make sure that my children have the opportunity to be safe.

Tabitha Granger, Member of the Public said I am the General Manager for First Valley Management Group. We currently manage over a million square feet here in Las Cruces. I know you guys have all heard the complaints from several business owners in Las Cruces about the homeless. In the past I have emailed the Mayor and have met personally with Mayor Pro Tem Gandara. My employees on a daily basis have to deal with urine, human feces, drug needles and at times homeless people themselves. This is a danger to my staff, our tenants, and their customers. We have even had homeless people come up and try to get into the cars of my property managers, literally opening up the doors of the cars. The homeless issues are getting out of control and as a property manager of these locations I am finding it harder and harder to keep the value of these properties. I have noticed that the homeless are not camping in the city parks, most likely because they are not allowed to. The perception is that the city protects their properties while the business owners have to deal with the issues themselves with little or no help from the police. We even having roving

security patrol at most of our properties which ends up being excessive because the tenants pay their portion of those costs. For the businesses to stay profitable they will have to increase their prices, making it more expensive for everybody. One of our properties has to keep a standing guard ten hours a day due to the leases. It cost $9,000 a month, that is $108,000 a year, one property. The homeless issues are making security companies rich while we pay the price. This damage is not limited to the El Paseo Corridor it is happening all over the city at all of our properties. Like many other people who have come before you in the past with this issue I am begging you to do something before our city is ruined beyond repair.

Randy McMillan, Member of the Public said this place is not what it was before. In case you have not been hearing this place is becoming a war zone and I was caught up in the middle of it from what you just saw here a little while ago. I don't know if you saw that beating or if you could hear that bat hitting that man over and over. I could hear it across the street from where I was. He was in terrible condition when the ambulance took him. The two guys that did that, they are out on the streets right now. After they did that Chris's wife and another man came up, the four of us kept them from continuing to beat us or to beat the man and it wasn't easy. They went across the street to where they were staying in the hotel, and they kept coming back out and they would walk back over threatening us. I told the police officers I am going to press charges. We all have to start standing up. No one has contacted me. The DA has not contacted me. The judge who arraigned this let these two guys out. I sleep with a 40 caliber pistol under my pillow because they threatened me over and over and over they threatened me. This Bail Reform nonsense that has happened is absolute destruction and it is releasing these criminals into our community. You all asked us to vote for you, to put you in charge of leading this community. You have connections in Santa Fe, these people in Santa Fe have put these laws into place. I want to know what you are going to do about fixing this?

Sarah Ramos, Member of the Public said I am an immigrant from Mexico, and I am also a proud New Mexico State graduate. I chose to live in this city because I love the city. Unfortunately, my husband and I have been terrorized. Somebody broke into our home. They took a big rock from our backyard, and they just shoved it into our door and completely broke it off. We have not been able to sleep. We have not been able to continue with our lives normally. It is really overwhelms me to hear all of these stories because I know that I am not the only one. After a week that we were broken into, and these people came back. We have the license plate. We have them on camera. We made a police report. We reported to authorities twice. We have not received an answer. These people have not been held accountable. It is very unfortunate what is happening in this city. I have been living here for about six-seven years. I went to college here like I said, and I have never felt so vulnerable in a city, especially coming from a country that we know is at war constantly. I just want to speak up because that is what you have to do, right. I want to thank you for having these meetings and listening to people because it is really overwhelming, and I just need to know that you guys are going to do something because you guys are the guys in power and you guys have to speak up for us because we are so many that are going through things like that and we need your help and that is why we are here.

Roque Garcia, Member of the Public said I am the CEO for Southwest Counseling Center. We provide services to approximately 2,000 unduplicated clients per year on psychiatric services, mental health counseling all the way to Anthony to different areas in our community here. The reason I am here is Mary White has done some presentations and we have been working along with Community Service Corp. which she heads up. We brought this project up to the local collaborative, the local collaborative behavioral health providers voted it as the game changing project that I am going to talk about as something that we should support. It is called a Los Amigos Project and it has a 32 bed facility here in Las Cruces that we already own but we don't have any operations money. This year we are actually going to the legislature, and we are asking for the legislature to fund 1.8 million. The first year 1.5 million and for the next three years. During that time the $343,000 is considered, I am not sure it fits the Capital Outlay because it is for air conditioning, it is for furniture, it is for different things that we need in that facility to get it started. I was hoping that would fall into the priority list here. As the providers that we met with on Friday all said that we would support the 28 day facility and our project. It is a very needed project and it provides services to the mentally ill, something at this point that we are lacking the substance abuse. We would be providing the psychiatric services to these people living here. It would be a 15-18 month stay. We really need it in this community. There is many people out there that are mentally ill that are homeless as we have all noticed. The second portion of what I need to say is that we do support the 28 day facility for the Peak. The 5 West really needs to be looked at. It is a community service that we really need to support.

Mayor Miyagishima asked this Los Amigos Project, who is the organization that is going to be asking the legislature for the money?

Roque Garcia said Southwest Counseling Center. We own the facility, and we would be providing the services. What we are asking the city is for the $343,000 to put it on your priorities for junior money. I know the city has a lot of requests, but it is crucial.

4. ACCEPTANCE OF AGENDA

Councilor Yvonne Flores moved, seconded by Councilor Tessa Abeyta, to accept the agenda as presented with the removal of item 6.4 in its entirety.

RESULT:	**Carried**
MOVER:	Councilor Yvonne Flores
SECONDER:	Councilor Tessa Abeyta
AYES:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

5. CITY COUNCIL MINUTES

5.1 WORK SESSION OF NOVEMBER 14, 2022.

5.2 REGULAR CITY COUNCIL MEETING OF NOVEMBER 21, 2022.

5.3 WORK SESSION FOR NOVEMBER 28, 2022.

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

6.1 RESOLUTION NO. 23-069: A RESOLUTION AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT BETWEEN TIERRA DEL SOL HOUSING CORPORATION AND CITY OF LAS CRUCES FOR THE PURCHASE OF A 2.14 ACRE PARCEL OF LAND LOCATED AT MESA DRIVE AND CENTRAL ROAD FOR THE PURCHASE PRICE OF SIXTY THOUSAND DOLLARS $60,000.00 IN ACCORDANCE WITH PROVISIONS OF LCMC 1997, SECTION 2-1313 AND AMEND THE CITY'S ADOPTED FY23 BUDGET.

6.2 RESOLUTION NO. 23-070: A RESOLUTION APPROVING CHANGES TO MOBILE HOME RAMP PROGRAM GUIDELINES.

6.3 RESOLUTION NO. 23-071: A RESOLUTION TO APPROVE AN AMENDMENT TO INCREASE THE ANNUAL APPROVED EXPENDITURE OF AGREEMENT 20-21-089A FOR GRAPHIC DESIGN AND DESTINATION MARKETING WITH AFFLUX MEDIA DBA NMCO MEDIA OF LAS CRUCES, NEW MEXICO TO AN AMOUNT NOT TO EXCEED $140,000.00 ANNUALLY, PLUS APPLICABLE TAXES FOR YEARS TWO (2) THROUGH FIVE (5) OF THE AGREEMENT.

6.4 RESOLUTION NO. 23-072: A RESOLUTION TO SUPPORT NEW MEXICO LEGISLATIVE ACTIONS THAT ADVANCE SUSTAINABILITY AND CLIMATE ACTION.

Removed.

6.5 COUNCIL BILL NO. 23-012; ORDINANCE NO. 3018: AN ORDINANCE AUTHORIZING REPAYMENT TO THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT (NMEDD) FOR THE LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) PROJECT TO LASEN, INC., IN THE AMOUNT OF $750,000.00 FOR THE TERMINATION OF THE PROJECT PARTICIPATION AGREEMENT AND MATCH REQUIREMENT OF $400,000.00.

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

7.1 RESOLUTION NO. 23-073: A RESOLUTION AMENDING THE FY2023-2028 CAPITAL IMPROVEMENT PROGRAM.

Cynthia Campo, CIP Analyst gave the overhead presentation.

Councilor Becky Corran moved, seconded by Councilor Yvonne Flores, to Approve Resolution No. 23-073.

RESULT:	**Carried**
MOVER:	Councilor Becky Corran
SECONDER:	Councilor Yvonne Flores
AYES:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

7.2 RESOLUTION NO. 23-074: A RESOLUTION REPEALING RESOLUTION NO. 21-019 AND REPLACING WITH A NEW FEE SCHEDULE FOR COMMUNITY DEVELOPMENT DEPARTMENT OPERATIONS.

Tim Pitts, Deputy Director of Community Development gave the overhead presentation.

Councilor Graham said in the future if it would be possible to get red line versions of anything where changes are being proposed or suggested just so that when I am doing my preparatory reading. The presentations are great but I would love to know in advance, it is just a general request for anyone changing things.

Councilor Bencomo asked the question on the last point, the short term rentals, can you give examples of what that is?

Tim Pitts said the short-term rentals are the Airbnbs and other things that are registered through online services. Several years ago it was decided by the legislature that we had the ability to regulate those. It was determined that those are subject to Lodgers Tax because under the express reading of the ordinance of Lodgers Tax they should be paying Lodgers Tax so the only way for us to tax them is to know who they are. We have created a program through Visit Las Cruces to register them and so the question is are we going to charge them a fee to register and then pay Lodgers Tax or are we just going to register them and pay Lodgers Tax. Staff's position is that we should be charging them a fee to register because there is some work involved, staff time and so on.

Councilor Bencomo asked how did you come up with the fee?

Tim Pitts said I can't remember where we came up with the $50. I think we looked at what a standard fee being charged.

Ikani Taumoepeau, Assistant City Manager said that is correct. I believe the County charges about $25-$35.

Councilor Bencomo said I would like to see numbers. Has there been an increase on Airbnb registrations that you have noticed in the last few months? I am just curious if we can get some data on that and if we could see any patterns out of that.

Rochelle Miller Hernandez, Visit Las Cruces said we have seen a significant increase. Actually, when we first started looking at the Airbnb or short term rentals right before we initiated the change for Lodgers Tax we had about 100 and we have nearly 400 now. So, it has increased as part of this effort. As you know Lodgers Tax is a self-reporting tax, but we are contracting with Granicus with their host compliance program and they will be monitoring short term rentals in our area and through their metrics they are able to tell if you in most probability did rent your unit and then we will match it with our records to see if they are paying their taxes. This is something we initiated before the pandemic but then of course everything shut down.

Councilor Bencomo said if that information could be sent to us every once in a while it would be helpful given the housing crisis we are experiencing I would be interested to know more about some of these short term rentals.

Councilor Corran said I have had a significant number of complaints in my district from folks who report problematic short term rental owners who regularly rent to large parties and have shootings and various stories of woe from those short term rentals with very little ability to achieve accountability for those because they are typically owned by people out of town and they don't know. I didn't know that we were sort of keeping track of that in some capacity. So, I am curious, it sounds like you are doing some reconciliation with what might be short term rentals and what are. Is there a specific location where I can go or a specific department where I could direct someone who had a problematic short term rental in their neighborhood to seek some sort of accountability or at least find out who owns it and maybe follow up with them.

Tim Pitts said the best bet is still to go through codes and have them do it. They will probably be going to Visit Las Cruces or going to Community Development for assistance on making sure who this is. I think codes is still your best bet.

Rochelle Miller Hernandez said as part of the new service there is a 24 hour hotline where people will be able to report what they feel may be codes violations or noise or anything like that.

Mayor Miyagishima said if all you are looking for who the owner of the building I can you show that using the County's website under the Assessor's Office.

Councilor Flores said my district has homes that are being used as homes for people who are being rehabilitated. People are not happy with that. I have had three neighbors and I see them all the time when I walk my dogs and I hear it all the time. I told them that it was legal and it was perfectly fine. I know that Larry issued a letter last summer to someone in my neighborhood and it was very clear that it was perfectly legal and it was limited to four people per unit. I think that the concern that my constituents have is who really belongs there. You indicated that introduced lower fees for affordable housing well under half price. My question is if you are lowing fees, who is a beneficiary of that lowering? So, if it is passed on to the builder, it must be passed on to the purchaser and if it is passed on the purchaser how do we know that the builder is complying with that?

Tim Pitts said I think what your asking is, we are lowing the fees. Our general thought is when we were thinking about this was home rehab. Home rehab, they come in they pull permits on electrical and plumbing and mechanical projects and to give them the lower price.

Councilor Flores asked so the owner of the affordable home?

Tim Pitts said correct, and the contractor is the one that pays the fee but that is transparent to us. Our home rehab people look at that, they price it. The Housing and Neighborhood Services section makes the determination whether this is a project that meets that requirement.

Natalie Green, Housing and Neighborhood Services Manager said if Community Development is going to work with Housing and Neighborhood Services on

implementation on the fee reduction we will ensure that either the purchaser receives credit at the closing table or through our Home Rehab because the city provides the funding for loan that the homeowner. That those fees be applied to the final loan. If the verification process means that the fee reduction is coming through in conjunction with staff to verify and then we can ensure that.

Councilor Flores asked the city is involved with the closing papers?

Natalie Green said in some instances when we do provide impact fee waivers for funding for construction, we ensure that those cost savings are passed on to the homeowner at the closing table. When it is a funded or sponsored project through the Housing and Neighborhood Services section.

Councilor Flores asked you have fast track service for someone who wants to pay the extra money? What happens to the mensch who has been waiting and so someone comes up and kind of gets ahead of the line? Doesn't that create more of a problem for people who have already been waiting?

Tim Pitts said I understand your point and you are correct. What we do is offer this as overtime for our staff to review. So, they are doing this outside of the work hours. That thousand dollars is really just to pay our staff to do their thing. We don't get anything extra out of it.

Councilor Flores asked it cost $1000 extra for a builder on one house to expedite the licensing process or building process which then has to be submitted for licensing?

Tim Pitts said you would not do this on a house. A house already has a three day review at most. It is almost always a large commercial. The people that I have talked to say that it's really not a bad price but for some reason some people are not wanting to.

Councilor Gandara asked can you turn to slide 5 please. I was a little concerned about this slide and some of the removal of the cleanup fee and the reasons why. Can you give me an instance when that happens, and I would think it would not happen enough or is it worth putting together a code? We have a lot of that kind of remedial work or work to clean up and I would assume that that causes issues, environmental issues, and such.

Tim Pitts said that is why we introduced it in the first place. I was concerned about that. The problem is that we couldn't use it. We couldn't use it because we didn't have a code to justify it and just because we had a fee we don't go in and cleanup sites. We regulate them. We go and we take them to court and we didn't have a way of doing that. We have been working on ideas of how to do that for years just right now we have not come up with a way. I hope to bring something back in the coming years. We are just hiring a new Environmental Compliance Officer and so hopefully when that person gets on board we can come back with something that works. I think our code enforcement process and these sorts of things really needs some teeth and right now we don't really have the teeth and this one was not really providing us any. I am

happy to put it back in the minute we have the ability to enforce it. We could not figure out how to enforce it and we did not have anyone to clean it up. I definitely agree with you. I did not take it out because I thought it wasn't helpful. I took out because I didn't think we could enforce it and charge right now.

Councilor Gandara asked who is the onus on? The commercial? The residential? Someone who will dump and you don't know who that person is? I am very concerned about this. Maybe we should have code and I think maybe we need to work on that. I do get complaints about this sort of thing, particularly on job sites. The inspection fees are raised to discourage need for reinspection. So, what I hear regularly around this issue is that you have a certain amount of inspectors, one inspector goes out and closer to the end another inspector goes out and there is this debate. That example that you gave has been an issue of concerns because we don't have the same inspector inspecting the same project because there is just so many, and you might be overloaded. Is that still happening? I would think that if we raised the inspections I would like to see an FTE come out of it so that we can help build the number of inspectors that you have at Community Development.

Tim Pitts said we just recently added our 9th inspector last year and we will be adding this year a Building Official. That will give us eleven people in that section able to do plan review and inspections. At this point we think we are right sized for inspection but that is adding three positions in the past three years. I understand your concern. I restate that reinspection fees are not charged on projects where someone is, and I will give a good example if we go out to a home, and they haven't tightened their anchor bolts properly and we go in there and look. Tighten your anchor bolts and we come back and look, they are tightened, good no reinspection fee charged. That is not the intent. The intent is not to correct mistakes, that is a structural problem that we noticed and you fixed. If we come back and your anchor bolts are not tightened again we are going to charge the reinspection fee. You just wasted our time. Your concern about multiple inspectors going out to a site and coming up with different answers, it does happen. We are working towards as much consistency between inspections as possible. That should not be affecting you reinspection fees either.

Councilor Gandara said as long as I hear you are working on it and you are trying to decrease that and not have multiple inspectors out saying one thing and the second one says a completely different thing. I've been concerned about that, and I thought I would say that.

Larry Nichols, Director of Community Development said I would like to give you a few metrics that I think would be helpful to understand about the inspections. Recently we finished our November Activity Report, to date we have done nearly 20,000 inspections. We have issued over 9,000 inspections and permits. We have a staff that has accumulative experience of 168 years of building inspection. We have 48 certifications. We have inspectors with multiple certifications, some of them have seven different categories. So, if we send a different inspector to a job you can be satisfied that a person coming to do that has the credentials, has the experience and has a background to cover that inspection. We strive for consistency. We meet every Wednesday morning, what I call a tailgate meeting and we go through this to assure

that we are not differing in our results in our inspections. A little bit about the site cleanup. The code enforcement does a lot of that work but we have for some time discussed the code that I think would benefit the city is a code that is by the International Code Council. It is called the Property Maintenance Code. In that code it talks about site cleanup and debris and those types of things.

Councilor Gandara said I feel like I have a commitment from you Dr. Pitts, that you would reexamine site cleanup and bring it back to council in the next few months.

Tim Pitts said we will work on that, and we will have to figure out what all that will entail. I can work with Public Works and Codes and CD and we can all come to something that works I think.

Councilor Gandara asked is that the same for the traffic control fee? Is Public Works working on developing a fee?

Tim Pitts said I am not aware. We don't review traffic control plans, the traffic engineer reviews those. He is not charging our fees. He doesn't have a mechanism I think that is the problem. We can work on that as well.

Mayor Miyagishima asked how you charge for the Lodgers Tax, are you also supposed to charge a gross receipts tax?

Rochelle Miller Hernandez said yes, they are responsible for gross receipts tax. The only thing they are not responsible for like the hotels is the convention center fee.

Councilor Tessa Abeyta moved, seconded by Councilor Becki Graham, to Approve Resolution No 23-074.

RESULT:	**Carried**
MOVER:	Councilor Tessa Abeyta
SECONDER:	Councilor Becki Graham
AYES:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

7.3 RESOLUTION NO. 23-075: A RESOLUTION APPROVING AN AMENDMENT TO THE 2019 ACTION PLAN AS PART OF THE 2016-2020 CONSOLIDATED PLAN FOR THE CITY OF LAS CRUCES, AND AUTHORIZING CITY STAFF TO SUBMIT THE PROPOSED AMENDMENTS TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND INCORPORATE NECESSARY AGREEMENTS WITH OUTSIDE PARTNERING AGENCIES.

Catrina Godinez, Housing and Neighborhood Specialist gave the overhead presentation.

Councilor Tessa Abeyta moved, seconded by Councilor Becki Graham, to Approve Resolution No. 23-075.

RESULT:	**Carried**
MOVER:	Councilor Tessa Abeyta
SECONDER:	Councilor Becki Graham

AYES:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

7.4 RESOLUTION NO. 23-076: A RESOLUTION APPROVING THE HOME ARP ALLOCATION PLAN, A SUBSTANTIAL AMENDMENT TO THE 2021 ACTION PLAN AS PART OF THE 2021-2025 CONSOLIDATED PLAN FOR THE CITY OF LAS CRUCES. THE RESOLUTION AUTHORIZES CITY STAFF TO SUBMIT THE HOME ARP ALLOCATION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND INCORPORATE NECESSARY BUDGET ADJUSTMENTS AND NECESSARY AGREEMENTS WITH OUTSIDE PARTNERING AGENCIES.

Natalie Green, Housing and Neighborhood Services Manager gave the overhead presentation.

Councilor Flores said on page 7 there is a development of affordable rental housing, and you indicated that if the money is not used or if it is used, can you fully explain how you came about with that amount? Explain how you came to those numbers for all those proposed allocations.

Natalie Green said these were the initial proposals from the consultant, and I forgot to mention we have a small 7% set aside for administrative and planning. Our statutory requirement is up to 15%.

Councilor Flores said but it's not on this list.

Natalie Green said no, it is I just forgot to call it out.

Councilor Flores asked on administration and planning?

Natalie Green said yes.

Councilor Flores asked it would be 15% of the $128,000?

Natalie Green said we could go up to 15%, we are proposing to go at 7% so we will only take about $128,000. How these projects were identified, in particular when it comes to the development of affordable housing, the housing has to be restricted for these very specific definitions. So, if we were to look at an affordable housing development project we want to make sure that the project is not fully funded by this type of funding so we can have some flexibility in the types of populations that are housed within that complex. Many times when we serve people who are experiencing homelessness or low income populations they have access to other types of voucher programs so we want to make sure we are not excluding those populations when we are funding those types of projects. Now there is a timeline on ARPA Projects. So, there is a specific date by which we have to expand the project funding.

Councilor Flores asked what is the deadline?

Natalie Green said a project would need to be committed by 2024 and all the funding would need to be completed by 2026.

Councilor Flores said in terms of the breakdown of allocations, what criteria did you use in making those allocations? Or were they subjective decisions on the part of you and other people working on this or was it a clear mathematical breakdown and what was that based on?

Natalie Green said it was based on our consultation and engagement process. Based on the survey, our one on one interview with those community service providers and then the capacity of staff to implement that program.

Councilor Flores asked did you take those answers and use a percentage of the people who were surveyed in order to allocate the funds? What was the math?

Kaitlin Michaud, Gresendo Group said the way we looked at calculating if you will this table was provided by HUD as what we have to use here. There is some math that you don't see behind this. HUD does have some templates and calculations especially around the development for affordable housing that they do use the calculations of. The other thing we took in consideration is that the funding is really geared towards the qualifying population. It is really geared around people currently experiencing homelessness by HUD's definition. We also look at individuals with housing instability which is typically under HUD's definition under 30% of area median income. You look at the percentage of the population of who would fall into those qualifying population and then you look at the total funding and as Natalie was indicating earlier as well. What are some potential projects that meet the needs of the population. It is really geared around what HUD, their calculations they gave us and the templates that help calculate this and the percentage of qualifying population that lives in Las Cruces and how we could extend our dollars here in order to have the greatest impact in the community.

Councilor Flores asked how exactly would $850,000 be spent on development of affordable rental housing? What does that mean? Does that mean you are going to sit around and look at what it is going to take or is that money going to go into building affordable housing or take steps in that direction?

Natalie Green said staff would be looking to develop an apartment complex or some sort of multifamily affordable housing project that would serve these qualifying populations. It would be layered in with other funding sources and other subsidies to be able to develop a much larger project. The City Council also invested in Brewer's Oil, we have been working with a development team to plan a project on the Mesilla Valley Community of Hope Campus. We are also looking to meet, it is my understanding that the Governor's office hired a consultant. She has an advisor on housing issues and they are looking to restructure the grant that they had previously put out. They originally put out $10,000,000 for the development of housing for people experiencing homelessness and it was underutilized so they are going to do a second round implementing some of the changes that we previously recommended. So, we are looking to layer this funding with that funding to build.

Councilor Flores said I don't think $850,000 is going to be a development of affordable rental housing. It is very frustrating, some of this money is going to Casa de Peregrinos, some of it is going to or none of this money is being distributed to them. It is just all city?

Natalie Green said this funding has not been decided. All we have done is put it in these temporary buckets to then go out for RFP. We had hoped to do our RFP before this submission process however HUD came out, probably about four weeks ago and said you have to submit a plan by March 2023, or you don't get access to the funding.

Councilor Flores asked you are at that point where you have to speed it up?

Natalie Green said correct. We want time to be able to go through that RFP process, so we just have to tell HUD how we think we are going to spend the funding as we work through the much longer process. So, it is just an administrative step to be able to access the funding. We are also not tied to these buckets, they are just general suggestions. Ultimately it is going to be based on the RFP process, the different agencies capacities, and the project timelines.

Councilor Flores said that dollar sign and hashtag is just because you don't know how much money would go there because everything is so tentative. Are you going to come back and show us how this actually materializes after you go through everything you just mentioned?

Natalie Green said the hashtag in the acquisition and development of non-congregant shelters, staff is not recommending that we allocate any funding to that. HUD has issued that in order to fund a non-congregant shelter you can only fund the acquisition and development. You cannot fund the operating. We did not want to commit the city to operating a non-congregant shelter ten plus years. One because we just don't know what that cost and surely 1.7 million is not going to fund the full renovation of some sort of non-congregant shelter. So, we did not include that as a possible use for funding. I suppose it is a possibility at the direction of this council. It would not be staff's recommendation from an implementation standpoint.

Councilor Flores said I for one would not know the difference from that and the other line items. I don't work on this day in and day out. It is very hard for me to see how this is going to materialize in anyway. I think that if we voted yes, I think that there would be ways that money would be spent but I am not sure that we would have the ends that we would hope to have. We always think of housing in terms of homelessness but there are people who are really unhoused, and it is people who are making a sufficient amount of money who can maybe pay for $150,000 house but there is no such animal anymore here in Las Cruces. I am very concerned about the reality, the actuality and implementation of this.

Mayor Miyagishima said regarding the development of affordable housing the $850,000. You know how there is times we get projects that the developers come,

they have their money, and they have some grant money they have but they are lacking that 10% can we use this as that 10% portion?

Natalie Green said yes, we could use that. That is really the intent. To explore a 9% tax credit development on the campus, the challenge is that they will have to certify for at least 20 years that they are serving this very specific population. We would want to make sure that whatever developer we work with has the ability to do that. That is really their target population.

Mayor Miyagishima said earlier you made a comment and I have seen it about the project there at the campus of Community of Hope. Earlier you heard residents come and tell you some of their concerns. The reason why I think I would like to move forward with the project there on the campus is because not only do you have those that are needing housing, but as I recall that project also has three different places for the staff of the Community of Hope to actually live there. So, they have 24/7 care and I think that is one of the things that was lacking. When we have homeless residents in different parts of the city it is hard to go back and forth. When you have a more concentrated area, I think it is easier and they are there with all the services. I really think that we really need to study and move in that direction and provide that project there on the campus of Community of Hope. I am in supportive of this.

Councilor Bencomo said as you know we have been talking a lot about motels and how they can become more officially shorter term living situations for people. A lot of them have come to the table in good faith and asked and said we need some help. I am curious Natalie if you feel any of this funding in correlation with the news you just gave us, which is excellent around the Governor listening to the feedback about how limiting that ten million dollar fund was. Do you feel that there is any room for that? It is okay if not, I am just curious because I know we will find other ways. I just feel like there is.

Natalie Green said it could be if we were going to acquire and develop a particular motel into permanent supportive housing. You either use it for permanent supportive housing, affordable housing development or do the non-congregant to shelter out.

Councilor Bencomo asked which we are not doing, correct?

Natalie Green said correct. We are not recommending given the long term cost.

Councilor Bencomo asked given that this is federal funds does it exclude certain populations like folks with undocumented immigration status?

Natalie Green said it could. The nice thing about this is that it includes human trafficking so if they are fleeing domestic violence, they would be eligible under VAWA. If it is for the sake of life and safety, it removes that. I will have to look at some of the permanent supportive housing if we do a development. I know that if a non-profit is running it there is an exemption to them but I am going to have to look because usually when you are providing housing as a federal public benefit it limits that to legal residents or US citizens.

Councilor Flores asked VAWA comes under the auspices of immigration law and it has to go through the immigration court system to find that someone is here under auspices of VAWA and protected. That would be a process. Someone just can't come in and say I have been trafficked or a victim of violent crimes. I just want to say that it is not that simple.

Natalie Green said generally under the McKinney-Vento Act they require a third party verification. An agency like La Casa or Catholic Charitie. Would certify that a family is VAWA eligible or working on their VAWA they would be eligible for our tenant based rental assistance. We do currently operate tenant based rental assistance programs right now through La Casa and we have another one through the Mesilla Valley Community of Hope.

Councilor Flores asked you have already had people qualify through VAWA that way? So, immigration works on that pretty fast?

Natalie Green said we have been working on our tenant based rental assistance program with La Casa for well over ten years.

Councilor Flores asked how long does it take to get that certification?

Natalie Green said as long as they get an initial letter and as long as they are working on their VAWA process while they are in the TBRA program they are eligible to receive those services. It is only temporary up to 24 months that they would get rental assistance.

Councilor Tessa Abeyta moved, seconded by Councilor Becki Graham, to Approve Resolution No. 23-076.

RESULT:	**Carried**
MOVER:	Councilor Tessa Abeyta
SECONDER:	Councilor Becki Graham
AYES:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

7.5 RESOLUTION NO. 23-077: A RESOLUTION APPROVING A PRECOMMITMENT OF CITY FUNDING FOR TWO (2) FEDERAL LOW-INCOME HOUSING TAX CREDIT PROJECTS FOR AFFORDABLE MULTI-FAMILY HOUSING DEVELOPMENT, SUBJECT TO AWARD OF SAID TAX CREDITS BY THE NEW MEXICO MORTGAGE FINANCE AUTHORITY AS PART OF THEIR 2022/2023 4% LOW-INCOME HOUSING TAX CREDIT PROCESS.

Natalie Green, Housing and Neighborhood Manager gave the overhead presentation.

Councilor Flores asked do you have any idea what these units will cost? What is going to be the price of these units?

Natalie Green said it depends on the income of their families and their family size. So, if you look at the 60% and below and depending again on that family size and the bedroom size you are looking at about $600 for a one bedroom. Some of them will be as low as$343 on the Pedrena one. The Peachtree because it is at 60% AMI it is a little bit higher so those are really targeted to our working families. The 60% AMI are on the higher end of the low income score and these rents are determined by the New Mexico Mortgage Finance Authority and they would stay in place approximately 40 years.

Councilor Flores asked these are rental units? Are there any plans or projects in your department as to having housing that is actually purchasable? We haven't had a Housing Policy Review Committee in several months, so we really haven't been apprised.

Natalie Green said we had a Housing PRC of the 29th but to answer your question we do have a number of single family homeownership projects that are in the pipeline. Council has already approved two of them. The Sierra Subdivision which is working through that process that is 32 units, Skylark is 19. One of the things we are exploring with the GO Bond is to purchase an affordable housing subdivision. So that would be 52 units in the Metro Verde area as well. The Housing PRC discussed potential construction loan, financing that would increase the capacity for nonprofit developers like Tierra Del Sol to bring units online much faster through the revolving construction loan.

Councilor Flores said as I recall the land that we own across the street on Lohman, way East Lohman across from Mountain View, I know that that planning has tentative planning with Southwest Planners has housing that would actually be for purchase. That would be consistent with Elevate Las Cruces to have different housing, affordable housing for several levels of housing. Is there any thinking along those lines in your department?

Natalie Green said when that land is ready, we will be ready to develop.

Councilor Flores asked what does that mean?

Natalie Green said I believe and I am going to defer to City Management, they are working through the master plan. No, they already master planned it they are working to hire a master developer or some sort of development team. Once that occurs and the lots are available for purchase or has been subdivided into smaller lots for development, we will be ready to move forward with affordable housing development.

Councilor Flores said I would recommend that we start looking at housing that can be purchased by that missing middle especially. So, whoever is hired has that in mind in terms of that development.

Ifo Pili, City Manager said we are on the final stage of clean up there. In the conceptual plan that was brought forward, it was mentioned that there was going to be a mix of different levels. We have not identified exactly what would be affordable

housing and even identified what type of affordable housing. That is certainly in the discussion. As soon as we have completed that phase and we are going to hit it hard this upcoming year but we were just in that final phase with utilities and clean up there.

Councilor Flores said I was hoping GO Bond money would be used for homes in that area. It wouldn't be in violation of the anti-donation clause because it would be used for people falling into certain income categories, at least those plots. I also wanted to know if there is a partnership with Habitat for Humanity and where is it? Mr. Pili I would like a presentation of our relationship with Habitat for Humanity. I would like to know where the locations are. I would like to know what our fiscal contributions are. I didn't even know we had that. I think that we should be as a City Council, not just the Housing PRC, and as a community it would be great for us to be informed.

Ifo Pili said for sure Councilor we will come back with a report. I know we have a relationship only because I was taken on a tour, and I have seen the homes there.

Councilor Flores said I would like to know how much someone pays. Do they become full owners? How much are we getting back? I really want the math.

Ifo Pili asked specifically for Habitat for Humanity?

Councilor Flores said well yes, there is a particular interest I have on that. If there are other organizations that we have relationships with like that that has to come out to council.

Ifo Pili said we can get information for presentation.

Natalie Green said at your last Council Meeting you approved a home investment partnership contract that would cover a portion of the construction cost for two Habitat Homes. They on average build anywhere from 4-6 homes, all of them are usually subsidized by the City of Las Cruces in some capacity anywhere from $40,000-$70,000. We use a number of different sources like CDBG Funding for the land acquisition and Home Funding for the construction cost. A lot of times the mortgages come out because of the sweat equity, and it is volunteer labor. The mortgages can be anywhere from $70,000-$120,000 and so the homes are sold at a substantial discount. Habitat holds all of their mortgages.

Councilor Flores asked we are just one of the mortgagees, correct?

Natalie Green said it is a grant, so we do not get reimbursed for that unless they do not meet the terms of their agreement. So, if a Habitat owner wants to sell their home before the 20 year affordability then we would get paid back but if they meet the terms of their residency or occupancy, then it is 100% grant.

Councilor Flores said it would be great to have a full blown not just something for approval but maybe a Work Session Mr. Mayor and Mr. Pili.

Mayor Miyagishima said Councilor we can have a Work Session on it but if you recall that land across from Mountain View did have mixed income housing there and that land was going to be available for sale for people to build generational wealth like duplexes and triplexes.

Councilor Corran said I think I am optimistic about affordable housing in my district and hearing the idea that folks can walk to school and folks can walk to parks and experience this. Our extraordinary district and the thoughtful development that has been happening there and the folks who want to have a truly integrated community. I believe that this is a step towards that and I really think that having that conversation about where folks live, where folks can live and ensuring that we have a diversity of opportunities for people to live in different districts, different places, have access to different parks. I want to point out that this is to me really meaningful, and I really want to thank you for identifying this opportunity and for the folks that are making it happen.

Councilor Bencomo said you mentioned something around the 4% low income tax credit that both projects are applying for and our commitment is sort of contingent upon getting that. What is that process like? Is it super competitive? Can you talk a little bit about that?

Natalie Green said 4% are much different than 9%. They are as a right so basically it is first come, first serve. They are not competitive, and they are not subject to that completive process in January. The benefit to that is you have a much higher unit count. The challenge is that it does require a much more layered subsidy so it will require a higher local contribution and some Housing Trust Fund dollars, some other loan products that aren't necessarily tax credits. It is almost a guarantee assuming you have all your financing and underwriting and all those things in a row. There is a challenge. One of the reasons we are presenting this before the close of the year is that both projects, one is in a qualified census track and the other one is in a difficult to develop area and those designations are slated to expire come January. MFA has been very kind that if we are able to get this commitment in prior to the close of the year that they will grandfather these projects into the new year. I think I have shared with some of you before that housing development is like a Lego, you build it and it kind of works and then you have to knock it down. Like Peachtree in particular, we brought this, I think Mr. Mayor would be the only one that remembers that it has come multiple times to council as a 9% and that is why it is being repackaged as a 4%. It is not as viable as a 9% given its distance from grocery stores, services, and transit. It just doesn't score well at the 9% but it will score well at the 4%. This is the graphic we sort of created to explain the differences between a 9% and 4%.

Councilor Bencomo asked what about the senior living, why doesn't it fit better under the 4%?

Natalie Green said that was at the request of the developer. They primarily only do 4% but I can defer to Mr. Mannschrek if he would like to. I also think because this one is targeting those lower incomes, that 30-60. It scores better as a 4% when you are doing those 30%, especially when you don't have project face vouchers like some of

the other developments. The housing still costs the same so to speak. The operating cost is still the same, the construction cost is the same. What changes is the subsidy and that sort of soft debt that makes you not have to bring in as much rent. So, when a private developer goes to build, they take whatever their costs are and then pass that on to the end user. In this case we have that soft second debt and they pass those sorts of savings to the renters and that is how they can take in less rent amounts or lower rent amounts and it is spread out over the affordability period. Like our loan in particular is low interest, it is spread out over 20 years, it will be at a lower position than the permanent financing.

Councilor Bencomo asked these two developers, is it the first time we will be working with them?

Natalie Green said we have worked with Thomas Development Group in the past. They have been the developer to package some of Tierra Del Sol's projects like the one on North Elks and some of the other ones. Thomas Development Companies is a new developer. We have been working with them for about a year and half to bring this project to fruition, so we are very excited.

Councilor Bencomo said I know you said there are these couple of pieces that make it hard to build in, at least the senior one could potentially be in a designated MRA. Can you talk a little bit about that? Would that be helpful in this case? The El Paseo would be part of what I what becomes an MRA.

Natalie Green said the blight study is still being done by the consultant, so we are hoping to bring that designation soon. I am not sure what locations have been picked yet. MRA's do help more particularly in 9% because they get extra points in that competitive round it is less prudent in the 4%, although an MRA if it were in existence may allow us to subsidize things like the infrastructure cost around the project a little more than we would traditionally do. Through MRA's there is options for other subsidies or development projects and then of course it lets you do private partnership projects not just with affordable housing developers but with other developers and businesses.

Councilor Abeyta said I would like to just take a moment and say thank you for everybody working together, especially in the area with our senior housing. It is no surprise that I have been advocating a lot for this area and the neighborhood and it is very much in need of a lot of improvements and revitalization and projects like this not only help address the significant needs we have in housing but also help to revitalize communities. As we can see from the pictures, these are going to be very well built, nice facilities that will add to the neighborhood and I look forward to be able to see that and see how else we can partner.

Natalie Green said while Peachtree is not limited to seniors, seniors can rent there. There are a significant number of one bedrooms that we would anticipate active or inactive seniors to want to rent in the Metro Verde area.

Mayor Miyagishima asked the owners of the apartment complex are going to be who?

Natalie Green said so in the case of Peachtree the owner/developer would be the New Mexico Housing and Community Development Corporation. Generally, when these projects are structured, you have the Limited Liability Corporations and then they create Limited Liability Partnerships. It is the way they are structured in the tax financing.

Mayor Miyagishima said as we know we still hear concerns about Desert Hope so tell me if there is any comparison to Desert Hope to any of these.

Natalie Green said there is not. One, they serve a higher income level. In the case of Pedrena it is 30-60 and this one it is 60, so you have people who are at the higher end of the income scale. The development teams are different development teams so it's not the Public Housing Authority. It is a different housing type than that under the Desert Hope. Desert Hope is permanent supportive housing for people experiencing homelessness, so it is structured much differently than these.

Mayor Miyagishima said I figured but I just wanted to verify. The second part I really like is that only this it serves that segment of our population but also the seniors. I can't tell you how much I hear they are looking for one bedroom. They are the ones who are really crunched because they only have certain incomes, this is going to fill up pretty fast.

Natalie Green said on our area market studies we are seeing almost a zero vacancy in one bedroom and zero vacancy in senior apartment complexes.

Councilor Tessa Abeyta moved, seconded by Councilor Johana Bencomo, to Approve Resolution No. 23-077.

RESULT:	**Carried**
MOVER:	Councilor Tessa Abeyta
SECONDER:	Councilor Johana Bencomo
AYES:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

8. BOARD APPOINTMENTS

8.1 KIERAN RYAN

Councilor Yvonne Flores moved, seconded by Councilor Kasandra Gandara, to Appoint Kieran Ryan to the Oversight Committee.

RESULT:	**Carried**
MOVER:	Councilor Yvonne Flores
SECONDER:	Councilor Kasandra Gandara
AYES:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Becki Graham, and Councilor Yvonne Flores
NAYS:	Councilor Tessa Abeyta, Councilor Johana Bencomo, and Councilor Becky Corran

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. 23-015; ORDINANCE 3021: AN ORDINANCE AUTHORIZING REPAYMENT TO THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT (NMEDD) FOR THE LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) PROJECT GANYMEDE GAMES, LLC., IN THE AMOUNT OF $250,000.00 FOR THE TERMINATION OF THE PROJECT PARTICIPATION AGREEMENT AND MATCH REQUIREMENT OF $100,000.00.

Council agreed to bring it forward.

10. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

10.1 MAYOR MIYAGISHIMA

None.

10.2 COUNCILOR GANDARA

I would like to congratulate Sonya Delgado on her promotion to Assistant City Manager and Adrienne Widmer to Utilities Director.

Saturday, I woke up to some disappointing news to some severe destruction to the Downtown. It ended up being a DUI that started I am assuming at the north side of Main and probably a block and a half or so of pulling up ballards and electrical wires hanging out and destruction of the window at one of the churches. A lot of the vendors were speaking about it very concerned. I called Mayor and we had a conversation via text about security downtown 24/7 and in speaking with Chris we had talked about cameras in the downtown and possibly using TIDD funding for that or moving funding from their Economic Development budget to ensure that happens. This happened after a meeting that I had with the business community and the downtown. Special thanks to Lieutenant Wiitala and her group for coming. They fielded a lot of serious questions and concerns. It was really difficult to hear but in essence kind of the same sort of stuff we heard today as it relates to taking matters into their own hands. Mentioning that they have guns to protect themselves. That they have stopped calling police. Kind of lack of follow through and trust with the city. Really, I was hoping that we could form a business watch program, but they are pretty upset. There needs to be some very serious reaching out to the business community in that area, repair work needs to take place. So, this isn't just about a DUI, this is about the break ins and about the numerous things that continue to occur in the downtown. I would like to speak to a process Ifo if we could from PD and Utilities. I understand Utilities was called out and I appreciated everybody working but ballards and the electrical units and wiring that was still out there, glass that was still out there. That should have been tied up and cleaned up way before Farmer's Market started. These are folks that come from outside of our community, out of state and we just need to have a better communication with all the staff in the various departments to include the vendors because they opened up to this kind of, with tape spewed about and that is really no way for us to be doing business.

We had several people today come and speak on Capital Outlay Funding or Junior Funding related to substance abuse treatment. I mentioned that I was putting this meeting together. It was very well received. We had about 30 people and a couple of people on Zoom. It was awesome to hear that the Peak is working on a 28 day facility, although limited beds. This will be very helpful. Something that I continue to hear from providers across the continuum of care around gaps and barriers. But also, to just implore City Council and Mayor to look at providing Capital Outlay Funding for the medical equipment and anything else that Capital Outlay can pay for related to getting that 28 day facility up and running as you heard the public comment. We don't go a regular Council Meeting without hearing the pleas from community members, business members related to addressing crime. I really believe the root cause is mental illness and substance abuse and sort of a lack of service related to that. I am asking that we prioritize $340,000 that Roque Garcia asked for. This will enable them to get off the ground sooner rather than later. Hearing from people that understand and know and provide the service for our mentally ill around 5 West. Ifo, I have been speaking to you about this for some time specifically MMC but 5 West being closed, not servicing the community related to mental health. It is good to hear that they reached out to the Peak, those are all important communications and conversations that needs to happen. Ifo, I know that you have tried to have meetings and they have not been successful, but I am also very concerned about the communication or the lack of communication that MMC happens to have with the city and the county related to those services. I have had other communications with board members of that particular board. There has been a lot of concern about whether the board that has local and what sort of teeth do they have to ensure that these services take place as versus the board from out of state and so I think it is about time that we start working with the out of state board to let our concerns known about what is happening not only at 5 West but specifically at MMC.

Mayor Miyagishima said Barbara, not to put you on the spot but our GRT has been growing same time from over last year approximately seems like some months over a million dollars more.

Barbara DeLeon, Chief Administrative Officer said I can get the dollar amount but we are about 8% above the amount that we had forecast for the year.

Mayor Miyagishima said let me ask you something Chief, if the city was to provide maybe 12 or 18 hour security just in the downtown area only, do you think that would help and do you think that would interface with that? I think that if we have 2 or 3 security there nonstop could that be helpful to report things to you quicker. I think just having them in the area would help kind of give some type of deterrent, but your thoughts on that.

Chief Miguel Dominguez asked your suggesting security?

Mayor Miyagishima said correct. Whether they are armed or unarmed.

Chief Miguel Dominguez said absolutely it would definitely help us. It would alleviate a lot of the officer presence in there already and we could leave it to security to kind of let us know and just frequent patrol as necessary, it would definitely help us.

Mayor Miyagishima asked would they need to be armed security or unarmed?

Chief Miguel Dominguez said as long as there is a security force so that they can report it to us.

Mayor Miyagishima said I don't know Ifo if you want to have a Work Session on this. I don't want to put the resources there. Mayor Pro Tem what were you thinking? Do you want to have a Work Session? I think that is something there that we would probably need some type of resolution. Do we want to have that type of 24/7 in the downtown area?

Councilor Gandara said I know that Councilor Bencomo and I have been talking at length about security and cameras in that downtown area. Same with the hygiene stations and we did a resolution with that. I am happy to put one together if necessary, but I also know that staff has been thinking about this and in conversations with Chris Faivre who I have fairly regular communications with, it was something that was already in the works. I am not sure if a resolution is really necessary.

Mayor Miyagishima said if that is the case Ifo, the majority is looking to at least look into it. Can you bring back some ideas and see what the cost would be and where we can get the money from and see how they can interface with that and also I think it might be nice if the businesses want to voluntarily provide their resources as far as the cameras to the Police Department so that they can have more eyes on there as well as the security on the ground to help. I think that combination would really go a long way.

Councilor Gandara said I believe there are several businesses that at least spoke to me at that evening meeting that they would be willing to do that and work towards building that business watch program. I am concerned about that but I am really concerned that I would like to Ifo you and Chief to really work on repairing the relationships. There is some major concerns and frankly one of the best units you have didn't deserve the kind of commentary in my opinion. They are the responsive ones. They are always out in the front of this stuff and the way Lieutenant Wiitala handled herself in that unit was amazing. I appreciate Mayor the willingness to move forward but it is something more than that and when you have businesses out loud saying we stop calling police and we are taking matters in our own hands I think that is very concerning. We as council can only do so much but I am really putting pressure on Mr. Pili and Chief Dominguez to ensure that those conversations are being had regularly and implementing the Las Cruces Care Programs and their Victims Advocate Program. These are two programs which can help build that bridge with businesses and residents alike.

Mayor Miyagishima asked what about Police Service Aides, if we were to really add more to your team on that instead of security guards? Maybe you give you funding for

a dozen more, but they are going to be primarily for the downtown area. Are they allowed to act as security as well?

Chief Dominguez said Police Service Aides are not allowed to work security. They are a force multiplier to assist with reports and crashes and things of that nature. Security would definitely help us a lot better.

Mayor Miyagishima asked you would prefer security?

Chief Dominguez said yes, sir.

Mayor Miyagishima said I think that if you have security like we talked about and maybe a police service aide or two to help with the reporting. Obviously, we would probably and I need my colleagues consent on this and we are not doing here but to give you more funding to hire more police service aides but it think primarily for the downtown area. If we started doing that downtown will probably take up a lot more and I feel like the businesses will feel like we are listening to them and they will be willing to invest more in the downtown area. Is that something you think might work?

Chief Miguel Dominguez said we can post police service aides there but they would just be calling us and reporting what they see. Similar to a security guard services.

10.3 COUNCILOR FLORES

There was an article in yesterday's by Diane Denish and I found it very interesting. She had a very good analysis on the outcome of elections throughout the US. She had a paragraph on At Home in New Mexico. I Googled her to see who this Diane Denish is. She was New Meixco's first woman Lieutenant Governor from 2003-2011. I think she is worth mentioning. When you look at women like Diane Denish and men as well who have paved the road for many of us to have come to government and letting us know that we are not inventing wheels here with a lot of the issues that we deal with here at City Council she definitely addressed and actually took action on.

Lynn Ellins is retiring. He was a County Clerk and on August 21, 2013, he announced that same sex marriage licenses would be legal here in Dona Ana County. He was sued and the case went to the New Mexico Supreme Court in 2013 and the matter was defeated. I served with Lynn Ellins on the South Central Regional Transit District Board as well as the Animal Service Center Mesilla Valley Board. His humanity and concern for human rights, his love for animals has been manifested in his service to Dona Ana County and New Mexico.

Yesterday was the first night of Hanukkah. At yesterday's event, Gabe Vasquez was there and he actually lit the menorah.

10.4 COUNCILOR CORRAN

I also want to thank Commissioner Ellins. I want to thank Chief Dominguez and Sergeant Alba for addressing something that a number of constituents message me about which is sort of in Mayor Pro Tem Gandara's future district at the intersection of Elks and Main which is a pretty heavy duty intersection that I get many insights from

folks about. Thank you Chief and thank you to Sgt. Alba for being really responsive and addressing that with collaboration with folks from the community.

10.5 COUNCILOR BENCOMO

I want to give a congratulations to Fire Academy 35 and the Fire Department for putting on a really wonderful ceremony last Friday where many of us cried. The kind of culture that you build around family values is really beautiful, so thank you for inviting us.

A huge shout out and congrats to Utilities for hosting a really beautiful end of the year banquet for all of their employees this year. Thank you to City Manager Ifo for taking on that request from them and being able to invite everyone not just those being awarded.

I had made a request that we try to do some sort of private security for definitely the downtown area but I saw the owner of Nessa's Café here today who I contacted her over the weekend and she did have a break in. I think that the reality is that for many reasons but I think to bring attention to what blight does to a community and why I have been pushing so much MRA's and what an MRA could allow us to do. Like provide potentially private security for areas like West Picacho, South Solano, El Paseo and downtown. I think downtown obviously is the most visible one because it is where people are hanging out, there is events. There are these other areas in this community that are experiencing this. I do want to thank our City Manager and Economic Development for pushing that study forward but I think if we are going to look ahead into potentially helping these areas with some private security, more of those police eyes which are helpful. I don't always trust surveillance equipment but to be honest with you, Cross-Town Boxing on West Picacho is very thankful for the eye that has been out there for a while. I think these are helpful, but they are only part of the puzzle. The reality is that this crime wave is not unique to Las Cruces, it is nationwide and it is happening because there is massive economic downturn, this global pandemic that impacted vulnerable people more than any of us know. There is this huge income gap and people don't have access to substance abuse facilities and literally just talked to us about MMC today and it is a massive failure of the mental health system and that is why we are here today. Putting more people in jail is not actually going to solve the crime problem that we are seeing. In connection to that I am glad people come here but I also find it frustrating because I think there is a fundamental misunderstanding of what municipal government can do when the burden of proof to say that someone is dangerous is the DA. There is a massive failure at the DA's office, and I think it is an important conversation that we need to have as a city perhaps our City Manager and our Mayor can go talk to them. I know that the Fire Department has gone and lobbied to the DA at some point. It is a failure. It is broken and it needs to be adjusted and I certainly hope that folks that come here are going to the DA's office as well. There is already language in Bail Reform that says it is the discretion of the courts, that already exists so if it is broken then it is broken at the DA's. We really need to address it as a community.

Thank you, Mayor, for sending over some of that data that you keep talking about from Municipal Court. I looked at it. I want to read a couple of these. There are 597 total cases from what the Mayor has pulled. Twenty-three people of all those cases.

Out of all those people 5.3% of them are on some sort of payment plan. About 7 out of 23 of those people are unhoused as their address is 999 West Amador so the rest have different addresses that they have given. About 34% of those cases are codes related which speaks to me of more of an education thing than an incarceration thing. Then the rest of those 56% are petty misdemeanors which is where we see this problem, right Mayor. Then about 35% of those cases have been deemed dismissed for incompetence and I feel like that is where the biggest issue lies. What happens then when a person is deemed incompetent to stand trial? Is the only option for them the streets? I just feel like the only option for these people is the streets, jail or death and that kind of feels like a little bit of despair because I think we could do better by people who are struggling. Mayor my ask to you is please that you put Municipal Court Judge on the agenda. I have a lot of questions for her and I would really like to ask them directly and I would like to understand the system better so that we know what we can do as municipal government. I would like to be very clear for us and the public as to what we can and cannot do.

Mayor Miyagishima said absolutely. I know when you asked me, I reached out to Judge Goldbaum, she accepted and just asked if we could wait till after the holidays, so I told her it was not a problem and we are good with that. I forgot to mention as far as John Harris, he sent back, we are trying to get it open. We need a psychiatrist. I have a call into one in Texas and I am waiting for him to call back. Meanwhile we will use telehealth approach along with two local NP's. I also text the DA to see if he will meet with Ifo, Brad, the Chief and myself and we will get this thing hammered out.

10.6 COUNCILOR GRAHAM

I will reiterate your request and the sort of thing that we are talking about implementing in downtown be a citywide approach because I think that gathering of forces is absolutely what is needed and I also want to say Chief Dominguez, you are the representative of PD right now so we all turn and look at you and ask you to be the police. The best kind of policing and the kind of policing that I think we are all consistently advocating for community based policing, building relationships. That takes a tremendous amount of time and resources and I want to acknowledge that as we are coming into our upcoming budget cycle. I am sure Chief that you and your officers more than anyone want to go back to that old school that everyone talks about when police had the opportunity and stop by and have a cup of coffee with you. I am sure your officers wish they had the breathing room and the flexibility to do that and I just want you to know that is consistently on my mind.

Speaking of gathering of forces as Mayor Pro Tem mentioned a meeting and I attended a similar meeting, thank you to FYI Plus for hosting a multi-agency, multi organizational meeting on what I will loosely call the Solano Corridor and how we can work together across the city partners, across the private partners to come together and make sure we are all the same page. Similarly, thanks to leadership from the Community Christ Church who invited me in to talk about some of the issues that they have been having and to offer their solutions and their compassion for the community and being part of the solution. I also had the chance to stop by the Sammy Burke Youth Boxing Center PAL Board Meeting so it was good to be back in there and smell the smells of the gym again. Just so happy to see everyone coming together to expand that very critical program for youth and adults and me.

10.7 COUNCILOR ABEYTA

Thank you to my fellow Councilors who are asking for a citywide approach when looking at ways of how we can help address the issue that we have been having with the crime. I do think that if we just focused in one area we will definitely have a lot of other businesses in sectors that have been experiencing the same thing and asking why not us, why only these areas. So having a policy or approach that is citywide will be better for us looking long term.

I do want to say thank you again for Director Widmer for inviting Councilor Bencomo and I and Ifo to your city holiday party. It was really wonderful to get to see the service awards and all the work that so many people have put into help our community.

Thank you, Chief Smith, for letting us view the new cadets. The 17 that graduated. We are excited to have them online and continue serving.

Every year I make sure to have a word of the year. This year was change. Lots of change in so many ways. Next year it is going to be intention. It is living with intention, acting with intention and it is something that I think is good for all of us to think about a word about something that we want to do in the future. And I don't necessarily like talking about myself personally and I don't do well with it so I will leave it at that. I hope that everyone can spend the next time finding their word in whatever brings meaning.

11. CITY MANAGER REPORT

11.1 IFO PILI

I do appreciate Council recognizing our new ACM, Sonya Delgado. The position will be effective immediately, she will be out on leave and we will be having meetings though. I do want to mention something about that. I don't know if the council or public realized that I chose to go internal. I did not post outside because I want to say that I felt very confident that we had a pool of candidates internally. It is a statement that I want to make to my staff, and I wanted everybody to know that we have a pool of amazing candidates. Our department heads and all those who had applied. We had I believe 13 applicants for the ACM position internally and that speaks a lot to our organization. I appreciate recognition of Adrienne, she has been holding that Interim position for a while, so it is nice to get that permanent setup.

If I may just comment briefly on our discussion with the crime and I know we get that almost every week. I don't say much, this isn't my meeting. Just so you know I also do have conversations with businesses and the public and I appreciate Mayor Pro Tem directing pressure back to me as the City Manager and our Police Chief because if I could direct it back to me then that takes away the political issues that get in the way of really getting some real solutions. On our one-on-ones, we talk about the things we are working on. When we talk about all the resources that are needed, it does come down to bodies. If we want to even increase our community policing remember we had to pull our community police officers and put them on patrol because we had vacancies and so now, they are back and we want to beef up. We have to keep looking. So, there is a lot that is going on as you know, I know you all know about this

because you supported it about recruiting and increasing our incentives. We have an academy that is going on and so this is a back to back academy and we have some good candidates there. We have some laterals in the queue. As we work to get the resources the public will see. We talked about these cameras that are out there. We deployed one downtown, there was some real progress there and then we removed it but we are working to the steps in budget to order a bunch more. I believe they are $50,000 a piece, Chief? We have four in our fleet, four trailers. We are going to keep ordering more. There is some back order there. We would be happy to meet with whoever we need to meet with to talk about the things that we are doing and I can speak freely about the things the council has done for us, for the Police Department and for approving our contract. Our union contract, the increases, approving our vehicles and approving the things that we needed. That is something I can talk about without the political getting in the way of those things. I don't want to steal the thunder of Economic Development because this is their idea and they are going to bring it forward in January. I appreciate them looking for ways and they will have a presentation on that. I think that if we can continue with the resources, continue with more patrol, more people on the streets. I think we can help with the crime. Project LIGHT is underway so you will see improvement there. Our newly graduated officers are starting to split off and be in their own vehicles so you will see more police presence anyway. We appreciate your assistance, approving the things that we brought forth and I think that is the public needs to know, Council. Chief and I are working on a Work Session coming up.

12. ADJOURNMENT

12.1

Councilor Tessa Abeyta moved, seconded by Councilor Johana Bencomo, to Adjourn at 4:47 p.m.

RESULT:	**Carried**
MOVER:	Councilor Tessa Abeyta
SECONDER:	Councilor Johana Bencomo
AYES:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

Mayor

City Clerk

MINUTES
City Council Meeting

1:00 PM - Tuesday, January 3, 2023
City Council Chambers, City Hall

The City Council of the City of Las Cruces was called to order on Tuesday, January 3, 2023, at 1:00 PM, in the City Council Chambers, City Hall, with the following members present:

PRESENT: Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, and Councilor Becky Corran

EXCUSED: Mayor Ken Miyagishima and Councilor Yvonne Flores

1. OPENING CEREMONIES

1.1 Pledge of Allegiance - Councilor Bencomo.

1.2 Pets of the Week.

Jennifer Martinez, Communications Office presented Pets of the Week.

1.3 Jobs of the Week.

Irene Parra, Economic Development presented Jobs of the Week.

1.4 Presentation of Certificates of Appreciation/Proclamations - Councilor Bencomo.

Councilor Becky Corran made a motion to allow Councilor Abeyta to participate via Zoom.

Mayor Pro Tem Gandara, Councilor Abeyta, Councilor Graham, Councilor Bencomo, and Councilor Corran voted yes. Mayor Miyagishima and Councilor Flores were absent. Councilor Becki Graham seconded the motion. Carried unanimously.

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

2.1

None.

3. PUBLIC PARTICIPATION

3.1

Juan Garcia, Member of the Public said this quote is from Las Cruces Creative's website. "A local small business in the community. This past weekend Cruces Creatives was broken into. The burglars caused extensive glass damage, stole 2 laptops, a 3-d printer, and cash from a register. If you can help we need the assistance to repair the damages to replace the loses

and to increase our security." I met with Leah, the Executive Director about two weeks ago, the damage is about $3,000-$5,000 this time. It is a very nice place for those of you who may have not been there. I would encourage you to visit. Options like private security and other similar attempts to "help" are truly appreciated and part of the overall puzzle. But as a previous business owner stated they are Band Aids until we stop excusing criminal acts as a result of income gaps and economic downturns and other "social justice excuses for crime" and start putting deterrents and consequences into the solutions the problem won't be solved. When you attempted to engage the DA and the response I received, that they focus on felonies. We have seven elected officials on the dais and out of seven I have heard only one ask for harsher penalties or a change to the law to help deter and punish criminals. Senator Hamblen came here a few months back and declared affordable housing is a right. So why haven't all of you called up publicly that it should be a right for these business owners to have a safe place for them and their employees and demand representatives Cadena, Madrid, Rubio and so forth, Senator Steinborn, Soules and others to push for and call out a change to the legal system. In my opinion it is not a topic for the progressive agenda. This is not about party. It is about an ideology that believes in turning society upside down in order to impose social justice and it is hurting our community.

Dr. Judy Berryman, Member of the Public said I am the incoming 2023 Chairperson for the Historic Preservation Commission. For the benefit of everyone, the commission was established in early 2020, after the creation of the Las Cruces Municipal Code Chapter 40. The goal and purpose of the commission includes but is not limited to identifying properties, neighborhoods, archeological sites and buildings for evaluation and potential designation as cultural resources. Recommending to the Mayor and City Council properties to be designated and entered into the register of cultural properties. Recommend to the Mayor and City Council the adoption of design guidelines to ensure proper restoration and rehabitation practices for older stock and to ensure architectural integrity. As part of this process, we have been actively involved in seeking a solution to the Las Cruces Country Club. To date, approximately 8-10 professional moving companies have been contacted seeking a bid trying to get a solution to either moving the structure or providing some sort of option of leaving it in place. We are continuing with this action. The last couple of weeks we have seen a general swelling of support from the community in the form of multiple emails and even editorials. We are learning from ourselves this topic is a very strong topic. In concluding, I would like to say that we are looking forward to working individually and with everyone in Work Sessions with you and any interested parties. Our goals for this year is to update chapter 40, remove any ambiguities, to develop building guidelines and to continue working with City Council and developing a cohesive preservation plan.

4. ACCEPTANCE OF AGENDA

Councilor Johana Bencomo made a motion to accept the agenda as presented.

Mayor Pro Tem Gandara, Councilor Abeyta, Councilor Graham, Councilor Bencomo, and Councilor Corran voted yes. Mayor Miyagishima and Councilor Flores were absent. Councilor Becky Corran seconded the motion. Carried unanimously.

5. CITY COUNCIL MINUTES

5.1 Work Session of December 12, 2022.

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

6.1 RESOLUTION NO. 23-078: A RESOLUTION TO APPROVE A COMMERCIAL LEASE AGREEMENT WITH BINNS ENTERPRISES FOR THE STORAGE OF LAS CRUCES MUSEUM SYSTEM COLLECTIONS AND EXHIBITS IN THE AMOUNT OF $96,000.00 ANNUALLY.

6.2 RESOLUTION NO. 23-079: A RESOLUTION TO AWARD A FIVE (5) YEAR LEASE WITH UPPER VALLEY INVESTMENT CORPORATION OF EL PASO, TEXAS COMMENCING ON JULY 1, 2021 FOR THE LAS CRUCES FIRE DEPARTMENT TRAINING FACILITY AT 1670 SOUTH VALLEY DRIVE IN LAS CRUCES, NEW MEXICO IN AN INITIAL AMOUNT OF $120,000.00 ANNUALLY, INCREASING INCREMENTALLY OVER THE LIFE OF THE LEASE TO $180,000.00 ANNUALLY.

6.3 COUNCIL BILL NO. 23-014; ORDINANCE NO. 3020: AN ORDINANCE APPROVING A ZONE CHANGE FROM A-2 (AGRICULTURE DISTRICT) TO C-3 (COMMERCIAL HIGH INTENSITY) FOR PROPERTY LOCATED AT 3400 BATAAN MEMORIAL EAST. SUBMITTED BY JOHN HECK, PROPERTY OWNER.

6.4 COUNCIL BILL NO. 23-015; ORDINANCE NO. 3021: AN ORDINANCE AUTHORIZING REPAYMENT TO THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT (NMEDD) FOR THE LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) PROJECT GANYMEDE GAMES, LLC., IN THE AMOUNT OF $250,000.00 FOR THE TERMINATION OF THE PROJECT PARTICIPATION AGREEMENT AND MATCH REQUIREMENT OF $100,000.00.

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

7.1 RESOLUTION NO. 23-080: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT VARIOUS GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2023 BUDGET.

Cherrall De La Cruz, Budget Analyst gave the overhead presentation.

George Pearson, Member of the Public said the NMDOT Grant includes $30,000 for the STEP, the Selective Traffic Enforcement Program that includes crashes involving pedestrians. As working with Safe Routes to School at the displeasure of seeing a car go through an intersection with students in it and I know fortunately that was only one time, some time ago but I know routinely there are issues with students and pedestrians. So, my question is how are these funds going to be used and will there be specific pedestrian safety programs for them?

Miguel Dominguez, Police Chief said the overtime funds are used in conjunction with traffic studies and the like. They address crashes and

complaints where pedestrian safety is of concern. There are several overtime projects that we have working in areas of concern.

Mayor Pro Tem Gandara asked the money is specifically for overtime?

Chief Miguel Dominguez said that is correct.

Councilor Becki Graham made a motion to Approve Resolution No. 23-080.

Mayor Pro Tem Gandara, Councilor Abeyta, Councilor Graham, Councilor Bencomo, and Councilor Corran voted yes. Mayor Miyagishima and Councilor Flores were absent. Councilor Becky Corran seconded the motion. Carried unanimously.

7.2 RESOLUTION NO. 23-081: A RESOLUTION ADOPTING A FAST TRACK PERMITTING PROGRAM.

Elizabeth Teeters, Economic Development Director introduced the topic.

Cilicia Villegas, Economic Development Coordinator gave the overhead presentation.

Councilor Graham asked this is not just constrained to the Industrial Park?

Cilicia Villegas said that is correct. Initially that is how it was laid out as far as a goal for Elevate but with being in Economic Development some of the goals that we have as a department we felt that expanding it throughout the city would be best.
Councilor Graham said the way that the resolution is reading as written as whereas, is a little confusing it seems as the first two are speaking specifically to the Industrial Park and then third whereas we kind of suddenly make a jump to this is for the whole city and I am not sure. I don't know if this is something that would warrant a slight amendment. Two possibilities I see are just losing the first to whereases that refer specifically to the Industrial Park. The other option would be perhaps adding, doing a replacement add a whereas, add a new third whereas, which I already wrote one.

Christine Rivera, City Clerk said if this is not specific to the Industrial Park, I would amend it to remove that. That is up to you guys though if you want to make that amendment.

Councilor Graham said would it be possible to then, can we keep the spirit of the resolution if we lose the first two whereases, I think we can. I didn't see this in the presentation and referring to my notes, it shows up on page 170 of 302 of the agenda packet. An applicant business has to meet at least one of the following criteria to qualify. One of the things mentioned is a target industry as defined by Economic Development and I am wondering if you can give me a sense of what those target industries might be? If we have already chosen them?

Cilicia Villegas said for the Industrial Park, yes. There is specific targeted industries which is aerospace aviation and defense, and value added agriculture and advanced manufacturing. As far as citywide there are a few other ones such as film and cannabis, industries such as that. We are focusing our encouragement of those types of industries.

Councilor Graham asked do we have sort of a hard list or would it be just on a case by case sort of basis?

Cilicia Villegas said we would like to keep that dynamic I would say. Depending on market trends and things like that. We would not want to have to come back and amend that type of process.

Elizabeth Teeters said we want to try to keep within our key industries. Like the policy says it is on a case by case basis so we do have the opportunity if a business is coming in and doesn't fit into that niche to allow them to do the fast track process.

Councilor Graham asked if we could go back to the flow chart slide 11, on the blue side where we are making our city commitments, great I believe in us. On the red side if developers are not following the timeline, are not adhering, what consequences can we realistically put on a developer who is not adhering to the timeline, so we are able to keep our commitment on our side?

Cilicia Villegas said this is really a tool that is for them really. We have in place already eight days or less. This is more of a marketing tool. We want to let businesses know that we are here to help in whatever targeted date they want we will work with them to determine those dates to make that happen. If the business runs into any kind of problems where they have to delay, we will be flexible and change those dates for them. It also does another thing where it holds their subcontractors and design professionals to those dates as well.

Councilor Bencomo asked what is the average timeline for the permitting process currently?

Larry Nichols, Community Development Director said that depends on the project size. If it is a fairly small commercial building like what was described before you today it can be 8-10 days, 12 days for first review back to comment. If it is a much more complex project such as a large scale Walmart or something to that nature that has number of review documents in their construction documents it may take up to 25-30 days depending on the complexity of the project.

Councilor Bencomo asked this new proposal is cutting down by a couple of days then?

Larry Nichols said the whole objective of this is time because normally what we hear from our developers and our businesspeople is how quickly can I get my doors open for business. I think with the description that was presented today it gives people an objective that if they can perform to the flow chart you see

here then we can perform as well and that may cut as many as 5-10 days off of the project.

Councilor Bencomo said I think this is a great idea for the Innovation and Industrial Park. I have a little bit more concerns when we talk about making this for the entire city around. How do you hope to talk about this for smaller businesses? How are we going to address perhaps that disparity, that perception in disparity when we are talking about the entire city?

Cilicia Villegas said any project still has to go through the normal steps. It is still going to go through the same processes regardless if it is in the Industrial Park or anywhere else in the city. So, they still have to meet zoning requirements and all of those things. As far as the small businesses, what we found in Community Development might be more of a test to it. They might not meet this specific process. They might meet a different type of assistance. They might not have the plans drawn out and they might need direction to certain professionals and things like that. This is a great opportunity to look further into other processes and maybe it will be a catalyst for those.

Councilor Bencomo said I certainly hope it is. I think as you all have started noting the differences of what certain industries require, I do hope it is a catalyst for. I think this is innovative and it is good and important. I know that you thought about doing it just for the Industrial Park, I am curious if we go back to that and say let's try if for the Industrial Park and see how that goes and then we launch it to the whole city. Was that a discussion I am curious if it was sort of how you came up with just doing it for the entire city now.

Cilicia Villegas said it was discussed. I thought we as staff figured not to isolate and just to leave it open to everybody but we are open to suggestion I think either way.

Ifo Pili, City Manager said I really appreciate that Economic Development Department and CD and everyone coming up as you mentioned Councilor Bencomo. I do think it is innovative. They have been working on it for a while so I am glad it is here. One thing to put in perspective is that we want to be fast for everybody and so I think that is what the concern is. That we are going to be fast for some and not the other. If you look at Larry's turnaround time it is fast. If there is problems with us holding up we will for surely, I will get the email, Larry will get the email, you will get the email if there is hold up there. That is one thing that I wanted to make known. We want to be fast for everybody. As Cilicia mentioned, this is just another tool when companies come, especially some of these big companies that we are going to go after they do want this more than others because of the investment that they are making. It becomes a little bit more complicated when they are actually building the building versus a lot of our small businesses moving into already built facilities and they just need permitting and that way. We have other different tools that we need to look at and other options for our small businesses that they can implore right now. You all know in my previous city that I kind of dedicated my whole life to going out and recruiting. Having this just in our toolbox, coming up to big companies that comes to us and says how long is it going to take? We have something codified so to speak, we have something in

place that says we actually have a fast track permitting process that commits us to this. It really goes a long way and I think more so the statement that it makes that we are willing to do that and again I think that we should make sure that we make that statement for all business as well.

Cilicia Villegas said Community Development already has an online service that is very efficient if you go in there you can see exactly where you are at, where the hang up is, who to contact. This kind of just puts those red dates that are the targeted dates. If we see that plans weren't submitted the day before that date we can get on the phone and say hey we just noticed and do that courtesy and let them know like if you don't hit that we might be in jeopardy where we might not hit your targeted date. There is already that service available, it is just more relying on the developer and the business to do that.

Elizabeth Teeters said also you were talking about Industrial Park versus the entire city and I kind of put him on the spot, I asked Mr. Lopez to be here today for MVEDA because they are going to be using this the most. Most of our projects are looking at the Industrial Park anyway. If by chance a project comes in and they find a tract of land that is not in our Industrial Park we don't want to have to tell them no. Davin can probably tell you more on the breakdown of the projects. We just didn't want to single any businesses out.

Councilor Bencomo said just around Councilor Graham's point around the resolution. I guess I am okay with the language because I think it is important that it specifically says the innovation and Industrial Park given the focus of the park but then it also says it is just not for park, it is for the entire city. I don't see a problem with the wording because again maybe symbolically for that statement that it does specifically say the Industrial Park as it is an area of huge focus.

Councilor Corran asked this isn't fast tracking and changes in things that we have already established and processes that exist, that's true?

Cilicia Villegas said yes. You will still go through the public comment, those processes are codified, and they have to meet certain deadlines and they have to be open to public participation and things like that. It is not trying to cut out any of those types of codes and processes.

Councilor Corran said I think some of those are overly cumbersome in some ways and I am looking forward to Realize and I think that part of that is to sort of streamline that and make that more clear and transparent to everyone. I would support adding the assertion that it is for citywide if you wanted to add a clause that you already wrote out but now I understand how to read it and it is clear enough to feel confident that I understand it.

Mayor Pro Tem Gandara said when this got brought to Economic Development Policy Review Committee there was concerns about sorting of pinning the big business and the small business and what about small business. We had a lot of conversations about that. Ms. Moore from the Greater Chamber brought many concerns about that. I want to address that publicly. Small businesses, the corner stone, it's our backbone. We want to do everything that we can to

ensure that small business is taken care of. That includes entrepreneurs, someone in that sort of that smaller phase. They come to Community Development and they are going to get the same kind of positive treatment wanting to fast track those things. Really, I think this is a marketing tool.

Davin Lopez, MVEDA said I want to applaud all the different departments that came together to make this happen. I think that is a very important first sign to show to any company or site selector that I work with that we are a growing progressive community that does believe in business and facilitating their business. I am hoping you approve this. It is important as Ifo mentioned, it is a marketing tool. It is an opportunity to show to companies when we go out to market that we are really open to business and not just saying that. We actually have within statute, we have within policy a way to really illustrate that. Fast track programs have always been important to try to consolidate or limit the time for construction but this past year because of inflation on construction it is becoming even more important to companies and sites selectors that I talk to. In fact a lot of them are using as kind of a check the box if you don't have a policy in place for fast track we aren't even been looking at that because the cost of inflation, the cost of delays is just to important to the cost of the project overall and getting into business. I will say from my experiences, I will agree with what Ms. Teeters said earlier, a lot of times we see small businesses they are not looking to construct something. They are moving into a development that already exists. Secondarily is what I have seen in the past, a lot of times the ones just getting into business, they require a lot more technical assistance and handholding along the way. With fast track in particular it will hopefully make our conversations a little bit easier with companies that we talk to in terms of their ability to not only choose Las Cruces as their home but to make the capital investment that is necessary for our city to grow.

Councilor Abeyta said I am also happy to see this type of permitting being able to be used for industry and I do recognize that the concerns that the smaller businesses have but I am happy to have this as part of our tool kit for expansion into work to see what else we can do.

Councilor Becki Graham made a motion to Approve Resolution No. 23-081.

Mayor Pro Tem Gandara, Councilor Abeyta, Councilor Graham, Councilor Bencomo, and Councilor Corran voted yes. Mayor Miyagishima and Councilor Flores were absent. Councilor Johana Bencomo seconded the motion. Carried unanimously.

7.3 RESOLUTION NO. 23-082: A RESOLUTION URGING THE NEW MEXICO STATE LEGISLATURE TO PASS THE AMENDMENT TO THE METROPOLITAN REDEVELOPMENT CODE [CHAPTER 3 ARTICLE 60A] PROVIDING FOR THE DEDICATION OF A PORTION OF AN INCREASE IN CERTAIN PROPERTY TAX REVENUE, LOCAL OPTION GROSS RECEIPTS TAX REVENUE AND STATE GROSS RECEIPTS TAX REVENUE TO FINANCE A METROPOLITAN REDEVELOPMENT PROJECT.

Elizabeth Teeters, Economic Development Director gave the overhead presentation.

Councilor Bencomo asked does it have a sponsor yet? Are there folks that we should be reaching out to specifically?

Elizabeth Teeters said there is actually a meeting happening right now with a potential sponsor and it's a local person.

Councilor Bencomo said I could not support this more honestly, I am really excited about the possibility of this and I just wanted to say thank you. I know that over the holidays PIO put out the statement on the MRA meetings coming up real soon so I will be sharing that as well on my social media. I think this is really important tool at our disposal right now for blighted areas like West Picacho, El Paseo, South Solano that could really use something like this. I really appreciate all of the work that you and your department do.

Mayor Pro Tem Gandara said really excited about the tool, this was another one. Elizabeth isn't kidding when she says there is going to be a numerous tools coming to council. Been having quite a bit of conversations related to the tools to help as Councilor Bencomo indicated our blighted areas that I represent. Not just the downtown and I want to state very adamantly that we do have vision and vision improving our blighted areas, our infill areas and this would be a remarkable tool to help with that.

Councilor Johana Bencomo made a motion to Approve Resolution No. 23-082.

Mayor Pro Tem Gandara, Councilor Abeyta, Councilor Graham, Councilor Bencomo, and Councilor Corran voted yes. Mayor Miyagishima and Councilor Flores were absent. Councilor Becki Graham seconded the motion. Carried unanimously.

7.4 RESOLUTION NO. 23-083: A RESOLUTION TO ESTABLISH A PILOT PROGRAM FOR THE INSTALLATION OF HYGIENE STATIONS THROUGHOUT THE CITY OF LAS CRUCES.

Sergio Ruiz, Policy Analyst gave the overhead presentation.

Councilor Corran said I do want to advocate for the inclusion of the biohazard drop boxes as a part of this. I think people who are experiencing chronic health conditions including things like diabetes, people who use intravenous drugs and a number of folks this is considered a public health issue and also part of something that I think is something we can do better for our community. I would just like to advocate this so whenever this process, I imagine this goes out to bid sort of situation. I would like to emphasize that that be part of the included services.

Sergio Ruiz said yes this would be an RFP process so it will go out to different organizations that would like to apply for the funding to proceed with this program.

Councilor Bencomo said given what you just said, my question is next steps. We asked a nonprofit in town to come up with some estimates and they have

done some of that work in terms of what it would look like in terms of purchase the equipment, staff it, purchase it and not staff it. Obviously, there are a procurement processes we will have to follow in terms of the purchasing of any of these stations Ifo, but are you thinking that there will be another additional RFP? Our expectation is not that the city will operate and staff them. Our expectation is to work with the partner or organization that will do that. Will that then require an additional RFP process?

Ifo Pili, City Manager said I will check with our procurement, with finance and see what we need to do to expedite this. That is the preference and we really do want to turn this over to an organization that is well equipped to do that. My preference would be to just move forward with an organization without. I would have to check to make sure we are following procurement, if we can consider sole source that is one thing but this is a service that we asked and a very big service and I don't know if it is to many too justify it but I need to check with finance.

Councilor Bencomo said I think there is only very few organizations in town that we could trust to do something like this and honestly that are willing to. I hope that we can hear an update on that soon.

Mayor Pro Tem Gandara said I want to take personal privilege and give a shout out. I really appreciate you. Once I sent the email and Councilor Bencomo as well for supporting this and working on it diligently and moving it to. Within weeks we had it on our Housing Policy Review Committee. This is something that I think is really to help provide the safety and wellbeing for those that are unhoused but also our businesses that we hear regularly from about people defecating and urinating in or around their sidewalk or front doors. I know I have had conversations with Families and Youth Incorporated Plus. I just received Ifo the documentation of what they are thinking. I know that I brought an individual to you that is very well versed in storage containers specifically for these hygiene stations that have done it nationally.

Councilor Becki Graham made a motion to Approve Resolution No. 23-083.

Mayor Pro Tem Gandara, Councilor Abeyta, Councilor Graham, Councilor Bencomo, and Councilor Corran voted yes. Mayor Miyagishima and Councilor Flores were absent. Councilor Johana Bencomo seconded the motion. Carried unanimously.

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. 23-016; ORDINANCE NO. 3022: AN ORDINANCE APPROVING A ZONE CHANGE FOR MULTIPLE PROPERTIES/PARCELS

FROM A-2 (RURAL AGRICULTURE, 1981 ZONING CODE) C-3C (COMMERCIAL HIGH INTENSITY - CONDITIONAL), AND M-2 (INDUSTRIAL STANDARD) TO C-2 (COMMERCIAL MEDIUM INTENSITY), C-3 (COMMERCIAL HIGH INTENISITY), AND M-1/M-2 (INDUSTRIAL STANDARD) FOR A PROPERTY ENCOMPASSING 18.598 + ACRES LOCATED NORTHEAST CORNER OF BATAAN MEMORIAL WEST AND RINCONADA BOULEVARD. SUBMITTED BY UNDERWOOD ENGINEERING, REPRESENTATIVE.

Council agreed to bring it forward.

9.2 COUNCIL BILL NO. 23-017; ORDINANCE NO. 3023: AN ORDINANCE REPEALING SECTIONS 2-1206 THROUGH 2-1211 AND ENACTING NEW SECTIONS 2-1206 THROUGH 2-1213, LCMC 1997 AS AMENDED, ENTITLED INVESTMENT POLICY.

Council agreed to bring it forward.

10. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

10.1 Mayor Pro Tem Gandara

Just reminding folks the notice that went out effective January 1, 2023, $12 per hour for minimum wage and $4.78 per hour for tipped employees. I know that we posted on our website. I am not sure if we sent letters. Typically, in the past we have sent letters to businesses informing them of the change, I wasn't sure if that happened. I knew that there was a press release and something on our website.

I want to wish everyone a Happy New Year. As I contemplated and worked through today's meeting, I am going to follow Councilor Abeyta's words. I will say that my word is conviction. I am so looking forward to 2023 and all that it is going to be for us and I am excited to serve and continue to serve with each of you on the dais.

10.2 Councilor Corran

I just want to give a quick preview of some things that I am really looking forward to us collectively working on. This hygiene station is a part of a conversation that I think we are continuing to have, and I really look forward to commitment to work on really housing and homelessness in the next year as a high priority and I am really looking forward to that with you all.

The other thing that I did want to mention is we are going to keep plugging through is looking at our animal codes. I know that there has been a number of conversations and there are some drafts to update our animal control codes and really be thinking about them in constructive ways and I am previewing this because it will take us a long time to really work through all of the issues related to that. There are already some folks hard at work on it, as am I.

In addition, we did not have a TSI Meeting this month. We will be back in February with a number of interesting topics.

10.3 Councilor Bencomo

There was an email sent out from PIO regarding the Metropolitan Redevelopment Area Public Information Session this Thursday, January 5th at 10 a.m. and 5:30 p.m. Both virtual or in person options at Cruces Creatives. I saw some confusion on social media regarding where these MRA's are being proposed and it is not necessarily downtown. There is already an MRA downtown. This is about expanding these areas to other neighborhoods and areas in our community that are blighted. I really hope that the folks who have been coming to talk to us about El Paseo, South Solano, and West Picacho attend one of these meetings and provide their input about why something like this is so desperately needed in these areas. I do believe that MRA's and providing blighted areas with support is a form of public safety and so I will be at one of them for sure and I hope people can make it as well.

10.4 Councilor Graham

I don't have a word for the year but I do have a commitment and that is to have more in person conversations. I think so much of the beauty and nuance and possibility to find understanding to bridge gaps happens face to face and I am going to commit to making the time to make that happen a little more often. I want to open up to that in a more meaningful way.

10.5 Councilor Abeyta

None.

10.6 Mayor Pro Tem Gandara (continued comments)

I just want to follow up. I had made mention that I had scheduled a meeting with folks that provide substance abuse treatment. We had that meeting a couple of Fridays ago. We had about 30 plus people really speaking there on behalf of strength, gaps, barriers and sort of areas where we definitely needed to improve related to the seamless system of care that we have or we do not have as the case may be for people who are suffering from addiction. I have found out and you have heard public comment the 28 day facility that the Peak will be putting together probably spring of next year. I am really excited about that. There is some Capital Outlay opportunities and Ifo and I thank you for being so open and quickly to schedule with Annette's help schedule meetings with Sandy Emmanuel, the CEO from the Peak and Kristin Drake, representatives from the Peak. We have had great conversations about what their vision is providing the 28 day facility here in Las Cruces and a proposal to come back to us and possibly in time for our budget retreat that we will be having in February. The other, Los Amigos Project, which is I want to say a 32-42 bed facility for our disabled population that suffers from addiction as well. That is off of Los Amigos Court. They have Capital Outlay needs as well and they are looking to have a bill sponsored specifically with Senator Hamblen. These two facilities are essential for assisting folks that we see sometimes on the street. I am looking forward to hearing more from them and we will be presenting those things to you all as they come available.

I just want to tell my constituents and I will be sending an email about that budget retreat. Every year I send an email out and ask about priorities that they have that they feel we should incorporate into the budget and so be looking for that.

11. CITY MANAGER REPORT

11.1 Ifo Pili

I don't know if anyone here watched the bowl game with NMSU, really grateful for their win. One thing I wanted to point out is that I really appreciate Visit Las Cruces jumping on this opportunity. We were the only bowl game that day in the country so 84 million homes, I think it was on ABC and so they jumped on some commercial spots for the city. We will get more details on how that went through. It was affordable and really reasonable. I don't know if anyone saw the commercials. I thought it was well done. We are planning the parade. Staff is looking into dates for a parade for the Aggies.

Ribbon cutting at the airport this upcoming Tuesday, January 10th from 10-11 a.m. to announce air passenger service. Flights starting on Monday January 16th. Flights daily on weekdays. Two flights on Mondays and Fridays. One flight Tuesday thru Thursday.

12. ADJOURNMENT

12.1 Councilor Becki Graham made a motion to adjourn at 2:27 p.m.

Mayor Pro Tem Gandara, Councilor Abeyta, Councilor Graham, Councilor Bencomo, and Councilor Corran voted yes. Mayor Miyagishima and Councilor Flores were absent. Councilor Johana Bencomo seconded the motion. Carried unanimously.

_____

Mayor

_____

City Clerk

23-091

City of Las Cruces

City Council Action and Executive Summary

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

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:		**Adopted:**	February 6, 2023
Drafter:	Donny Prosise	**Department:**	Financial Services
Program:	Purchasing	**Line of Business:**	Procure-to-Pay

Title: **A RESOLUTION AUTHORIZING INDEFINITE COST, AND INDEFINITE QUANTITY AGREEMENTS FOR RADIO PARTS AND REPAIR WITH SIX (6) VENDORS, VIA NEW MEXICO STATE PURCHASING DIVISION CONTRACT NO. 20-00000-22-00038 (PROCUREMENT NO. 22-23-034).**

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

PURPOSE(S) OF ACTION:

To authorize contracts for radio parts and repair services.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Information Technology Department's Radio Shop is responsible for purchasing radios, parts, and accessories for use City-wide. The radio shop also sends radios and components out for repairs as needed. The New Mexico State Purchasing Division (NMSPD) has contracted with multiple vendors for radio parts and repair services on contract no. 20-00000-22-00038, with contracts valid through April 24, 2026. The contracts are available for statewide use.

The Radio Shop is requesting authorization to enter into indefinite cost, indefinite quantity existing contract purchase agreements with six (6) vendors: AVIAT US, Inc.; Advanced Communications and Electronics, Inc.; Comlink Wireless Tech, Inc.; Holzberg Communications, Inc.; Impact Power Technologies, LLC; and Las Cruces Radio Center, as shown in Exhibits "A" through "F". The term of these contracts shall coexist with the NMSPD statewide price agreements.

SUPPORT INFORMATION:

Exhibit "A" - 22-23-034 Radio Parts and Repair - Advanced Communications and Electronics
Exhibit "B" - 22-23-034 Radio Parts and Repair - AVIAT US Inc
Exhibit "C" - 22-23-034 Radio Parts and Repair - Comlink Wireless Tech
Exhibit "D" - 22-23-034 Radio Parts and Repair - Holzberg Communications Inc
Exhibit "E" - 22-23-034 Radio Parts and Repair - Impact Power Technologies LLC
Exhibit "F" - 22-23-034 Radio Parts and Repair - Las Cruces Radio Center

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:	AVAILABLE AMOUNT:	EXPENDITURE AMOUNT:

Funding Source(s):
Various

Overall Budget Impact:
Orders will be placed on an as-needed basis, and expenditures will be charged to the using departments' existing budget allocations.

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution authorizing contracts for radio parts and repair via NMSPD contract 20-00000-22-00038.
2. Vote "No"; this will not approve the Resolution and City Council will need to provide staff with alternative direction.
3. Vote to "Amend"; this could modify the Resolution and will require further direction from City Council to staff.
4. Vote to "Table"; this could delay the contracts for radio parts and repair, which could adversely affect the Information Technology Department's Radio Shop operations.

RESOLUTION 23-091

A RESOLUTION AUTHORIZING INDEFINITE COST, AND INDEFINITE QUANTITY AGREEMENTS FOR RADIO PARTS AND REPAIR WITH SIX (6) VENDORS, VIA NEW MEXICO STATE PURCHASING DIVISION CONTRACT NO. 20-00000-22-00038 (PROCUREMENT NO. 22-23-034).

The City Council is informed that:

WHEREAS, the Information Technology Department's Radio Shop is responsible for purchasing radios, parts, and accessories for use City-wide, and also sends radios and components out for repairs as needed; and

WHEREAS, the New Mexico State Purchasing Division (NMSPD) has contracted with multiple vendors for radio parts and repair services on contract no. 20-00000-22-00038, with contracts valid through April 24, 2026 and available for use statewide; and

WHEREAS, the Radio Shop is requesting authorization to enter into indefinite cost, indefinite quantity Existing Contract Purchase Agreements with six (6) vendors: Advanced Communications and Electronics, Inc.; AVIAT US, Inc.; Comlink Wireless Tech, Inc.; Holzberg Communications, Inc.; Impact Power Technologies, LLC; and Las Cruces Radio Center, as shown in Exhibits "A" through "F", respectively; and

WHEREAS, the term of these contracts shall coexist with the NMSPD statewide price agreements.

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

(I)

THAT the indefinite cost, indefinite quantity Existing Contract Purchase Agreements for radio parts and repair are hereby awarded to Advanced Communications and Electronics, Inc.; AVIAT US, Inc.; Comlink Wireless Tech, Inc.; Holzberg Communications, Inc.; Impact Power Technologies, LLC; and Las Cruces Radio Center, as shown in Exhibits "A" through "F", respectively, attached hereto and made part of this Resolution.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

Exhibit "A"

City of Las Cruces

EXISTING CONTRACT PURCHASE AGREEMENT

NEW MEXICO STATE PURCHASING DIVISION
CONTRACT NO. 20-00000-22-00038

RADIO PARTS AND REPAIR

Pursuant to terms and conditions of NEW MEXICO STATE PURCHASING DIVISION (NMSPD) Contract No. 20-00000-22-00038, BID No. 20-00000-22-00038 dated April 25, 2022, between the NMSPD and ADVANCED COMMUNICATIONS AND ELECTRONICS, INC. (CONTRACTOR), as amended and incorporated herein by reference, the City of Las Cruces (CITY) and CONTRACTOR hereby agree on this _____ day of January, 2023, as follows:

1. This Purchase Agreement is intended to be an Existing Contract Purchase Agreement in accordance with LCMC Chapter 24, Article VII, Sec. 24-316.

2. In a satisfactory and proper manner, the CONTRACTOR shall deliver products / perform services pursuant to NMSPD Contract No. 20-00000-22-00038, as set forth in Attachment A, attached hereto and made a part of this Agreement.

3. The effective period of this Agreement shall coexist with NMSPD Contract No. 20-00000-22-00038.

4. In consideration for the satisfactory delivery of products / services, the CONTRACTOR shall be compensated pursuant to the cost terms of NMSPD Contract No. 20-00000-22-00038. Cost of delivered product / services shall be paid by CITY within 30 days upon receipt of undisputed invoice.

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

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

7. That in the event any of the provisions of this Contract are violated by the Contractor or by any of his Subcontractors, the City may serve written notice upon the Contractor and, if a surety exists, upon the surety of its intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the

Contract; and, unless within ten (10) days after and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. On the event of any such termination, if a surety exists, the City shall immediately serve notice thereof upon the surety who shall have the right to take over and perform the Contract, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of the mailing of such surety of notice of termination, the City may take over the work and prosecute the same to completion by the Contract for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the City for any excess cost occasioned the City thereby; and in such event, the City may take possession of and utilize in completing the work, such materials, appliances, and plans as may be on the site of the work and necessary therefore. This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the City, for its convenience or because the project has been permanently abandoned, but only upon fifteen (15) calendar days written notice to Contractor.

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

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

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

11. The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement,

and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

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

ADVANCED COMMUNICATIONS AND ELECTRONICS, INC.

BY: _____
Name
Title

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Interim Purchasing Manager

_____
Date

APPROVED AS TO FORM

12/16/22
City Attorney

Attachment A

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
10 Awarded Vendors- Please refer to pages 6 and 7 for details

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

Invoice:
As Requested at Time of Order

Price Agreement Number**:** **20-00000-22-00038**

Payment Terms**:** **Net 30**

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

Delivery**:** **See pages 6 and 7**

Procurement Specialist**:** **Raelynn Lujan** RL

Telephone No.**:** **(505) 670-1561**

Email: **raelynn.lujan@state.nm.us**

Title**:** **Radio Parts and Repair**

Term**:** **April 25, 2022 thru April 24, 2023**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Date: 4/25/2022

Mark Hayden, New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

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the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of

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any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This

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provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Awarded Vendors:

(AA) 0000089975
AVIAT US, Inc.
Dept CH 16534
Palatine, IL 60055-6434 Delivery: 7-9 weeks
(949) 707-2710
hermogenes.decano@aviatnet.com

(AB) 0000051480
Advanced Communication and Electro
2417 Baylor Dr. SE
Albuquerque, NM 87106 Delivery: 15 days typical
(505) 244-3321
service@advtwoway.com; sales@advtwoyway.com

(AC) 0000108698
Comlink Wireless Tech., Inc.
PO Box 2511
Keller TX 76244 Delivery: 7-10 days ARO
(817) 301-3060
info@comlinktech.com

(AD) 0000054703
Durham Communications, Inc.
725 W. Commerce Ave. #105
Gilbert, AZ 85322 Delivery: FOB Gilbert, AZ
(505) 819-7019, (800) 981-8875
Gene@dcicomm.com; Jeff@dcicomm.com

(AE) 0000095679
E.F. Johnson Company
1440 Corporate Drive
Irving TX 75038
(972) 819-0700
orders@efji.com; techsupport@efji.com
Delivery: Purchase Orders are processed individually based on customer LMR requirements. Most in stock items are shipped with two weeks of PO, however items requiring specialized programming or build may require up to 16 weeks ARO.

(AF) 0000010372
Holzberg Communications, Inc.
PO Box 322,
Totowa, NJ 07511 Delivery: 15 Days ARO
(800) 654-9550, (973) 389-9600
holzberg@juno.com

(AG) 0000129335
Impact Power Technologies LLC
145 Wood Road
Braintree, MA 02184 Delivery: Our battery products are Stock - 4 weeks lead time ARO
(781) 752-1202, (772) 210-2286
clynam@impactpowertech.com

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

(AH) 0000084376
JVCKENWOOD USA Corporation
PO Box 22745
Long Beach, CA 90801-5745 Delivery: 60-90 days ARO
(310) 639-9000
sholliman@us.jvckenwood.com

(AI) 0000091384
Las Cruces Radio Center
4970 Black Quartz Road
Las Cruces, NM 88011 Delivery: As Requested
(575) 523-1077
sales@lcradio.com; radiosales@lcradio.com

(AJ) 0000086640
R.T.C., Inc.
300 E. Sunset Rd.
El Paso, TX. 79922 Delivery: 1-12 weeks depending on part availability
(915) 584-6646
mercy@rtcinc.org; omar@rtcinc.org

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Specifications:
Establish a Statewide Price Agreement for communications, radio equipment parts & repair throughout the state of New Mexico. Under the terms and conditions of this Price Agreement, all State of New Mexico Agencies, Commissions, Institutions, Political Sub-divisions and Local Bodies may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each other issued hereunder.

Term:
The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Vendors submitting bids must be authorized employees of the company they represent and can fulfill all applicable warranties and technical support services.

The State of New Mexico reserves the right to obtain quotes from any and all successful bidders for particular communications equipment, parts and repairs and award the job to a contractor based on price, schedule and ability to perform satisfactorily.

Tax Note:
Price shall not include state gross receipts tax or local option tax(es). Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

Bidding Information:
The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any Vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be submitted by the Vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

All materials provided shall be guaranteed by the contractor against mechanical, electrical and workmanship defects. In the event defects become evident within the warranty period, the contractor shall furnish replacement parts and materials at no additional cost to the state. The warranty period shall commence with the date of the communications radio and/or equipment repair acceptance and remain in effect for at least one (1) calendar year, except for expendable items.

The contractor shall provide, within the warranty period and the bid price, the necessary parts, labor and transportation to maintain the equipment in sufficient state of repair to continue system performance in compliance with the specification contained herein.

Bid Review:
State Purchasing Division (SPD) shall perform a bid analysis of all bids received for this Invitation to Bid. This includes a determination of qualification in accordance with the technical standards and requirements of the specifications. The analysis and recommendation for award will be at the discretion of the SPD for final determination and awarding.

Shipping:
All items on the contract must include prepaid shipping costs. All equipment purchased by the Communications Division will be shipped to the applicable address.

Warranty:
For all warranty repairs the contractor will pay the shipping cost to the contractor’s repair facility and must pay the return shipping cost to the appropriate using entity in the State of New Mexico.

For all out-of-warranty repairs the Department of Information Technology will pay the shipping costs for both directions.

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The equipment will be purchased, repaired and returned to the Communications Division's prepaid address below:

Office of Communications- DoIT
Law Enforcement Complex
4491 South Cerrillos Road.
Santa Fe, New Mexico 87505

Agencies and Local Public Bodies not required to go through DoIT, shall make shipping arrangements at the time of order.

The Department of Information Technology has designated a Procurement Manager who is responsible for the conduct of this procurement and whose name is listed below:

Michael Rohrbacher
Director of Public Safety Communications
505-476-3158 office
505-827-2325
Prospective bidders may contact only the procurement manager regarding the procurement. Other State employees do not have the authority to respond in behalf of the Public Safety Communications Division.

The State of New Mexico requires a minimum fixed percentage discount from the manufactures depot rate and products. Equipment, repairs, parts and accessories may be listed on a services catalog, flash-drive, or CD-ROM. At this time it is impossible to list all the specific individual components that may be required for repair and maintenance.

All equipment, parts and accessories purchased or used for repair must be new factory parts; no substitutes will be accepted.

Categories of equipment repair required include, but are not limited to:

Microwave communications equipment, power amplifiers, mobile and portable radios, vehicular repeaters, telemetry units, repeaters, communications control heads, base stations, satellite antenna dome repair, communications consoles, communications circuit board repair, microwave transmission line dehydrators, power rectifiers and power supplies, etc.

Minimum Specifications

Contractors may utilize subcontractors for various portions of the repair work.

Bidders should list in-house resources and tasks to be subcontracted. All work performed either in-house or by subcontractor is the sole responsibility of the awarded contractor.

In all cases the successful bidders will be solely responsible for the proper completion of repair work.

All work is to be completed by a fully qualified engineer and/or technician.

All work and/or repair must be completed in compliance with the manufactures specifications.

Contractor shall be responsible for the physical security of his own property and that of the State of New Mexico, which is in the contractor's custody.

Contractor will be responsible for obtaining any bonding, licensing and training which may be required to complete the repairs.

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Contractor may be required to purchase bonding, including but not limited to material and labor bonds, performance bonds, bid bonds.
Contractor may be required to provide proof of insurance including but not limited to comprehensive general liability, personal injury, owner's protective liability, comprehensive automobile liability and workman's compensation.

Contractor must be able to supply all materials and labor to complete a repair. The Department of Information Technology, Public Safety Communications Division may at their discretion, supply some materials for any given project.

By submitting a bid the vendor acknowledges that they are either an authorized representative of the manufacturer for the type of equipment submitted and can fulfill all factory warranties and technical services required.

Payments and Invoicing:

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

Payment Terms**: Net 30**

F.O.B.**: Destination**
Method of Award
Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154 the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to insure availability and timely delivery. Awards will be made to meet the best interests of the State of New Mexico.

Escalation/De-escalation Clause:
In the event of a product cost increase, an escalation request will be reviewed and approved by SPD on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well shall apply. If the vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases and/or decreases will not be retroactive to orders already in-house or back-ordered. Orders will be filled at the price in effect of the date of the receipt of the order by the awarded vendor.

All requests for price increases must include the following information from the vendor:

1) Agreement Item Number
2) Current Item Price
3) Proposed New Price
4) Percentage of Increase

For escalations awarded, vendor must also supply a current Letter from the Manufacture addressed to the vendor. The letter must state that they are increasing the price from the factory to the vendor, as well as the reason for the increase. For a price decrease, a letter from the vendor will be sufficient.
SPD upon review of an escalation or decrease request may require additional supporting documentation prior to awarding. Final determination on the approval or disapproval of the escalation or decrease request will be made by SPD.

***** End of Specifications *****

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Awarded Vendors: (AA) thru (AE)

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
1			**Discount from Prices Listed for Items in Parts Catalog from Manufactures (Vendors may opt to provide individual discounts for each manufacturer or product offered)**					
	1	% Discount	Alcatel		**5%**			
	1	% Discount	Andrew		**10%**		**10%**	
	1	% Discount	Aviat	**%Varies**	**5%**			
	1	% Discount	CSS-Mindshare		**5%**			
	1	% Discount	EF Johnson		**15%**		**10%**	**20%**
	1	% Discount	ELETK Rectifier		**5%**			
	1	% Discount	General Electric (GE)		**15%**			
	1	% Discount	Harris		**10%**		**10%**	
	1	% Discount	ICOM		**8%**		**10%**	
	1	% Discount	InfoSat		**8%**			
	1	% Discount	Kenwood LMR		**15%**		**10%**	**20%**
	1	% Discount	Kenwood Systems		**10%**		**10%**	**20%**
	1	% Discount	M/A Com		**10%**		**10%**	
	1	% Discount	Midland		**10%**			
	1	% Discount	Motorola		**15%**			
	1	% Discount	Motorola		**15%**			
	1	% Discount	Proxim		**10%**			
	1	% Discount	Pyramid Communications		**10%**			
	1	% Discount	Tait		**10%**		**10%**	
	1	% Discount	Unication USA		**8%**			
	1	% Discount	Zetron		**3%**		**10%**	
	1	% Discount	All other makes, models, and manufacturers		**5%**	**%Varies**	**5%**	
2			**Hourly Rate for Repairs (Vendors may opt to provide hourly rates or flat rates depending on the type of device or class of service offered)**					
	1	Hr.	Alcatel		**$150.00**			
	1	Hr.	Andrew		**$150.00**		**$95 shop $760 on site**	
	1	Hr.	Aviat	**% Varies**	**$150.00**			

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
	1	Hr.	EF Johnson		**$150.00**		**$95 shop $760 on site**	**$225**
	1	Hr.	ELETK Rectifier		**$150.00**			
	1	Hr.	Engineer Daily On-Site Labor		**$150.00**		**$1560 Hr.**	
	1	Hr.	Engineer Hourly Labor Minimum 1 Hour		**$150.00**		**$195 Hr.**	
	1	Hr.	General Electric (GE)		**$150.00**			
	1	Hr.	ICOM		**$150.00**		**$95 shop $760 on site**	
	1	Hr.	InfoSat		**$150.00**			
	1	Hr.	Installer Hourly Labor Minimum 1 Hour		**$125.00**			
	1	Hr.	JVCKENWOOD USA		**$150.00**		**$95 shop $760 on site**	
	1	Hr.	Midland		**$150.00**			
	1	Hr.	Mobile Radio Installation		**$125.00**		**$80 Hr.**	
	1	Hr.	Motorola		**$150.00**			
	1	Hr.	On-Site Labor Rate (Customer Location)		**$150.00**		**$ 760 Hr.**	**$225**
	1	Hr.	Post Warranty Maintenance		**$150.00**			**$225**
	1	Hr.	Programming Flat Fee Per Radio Up To 16 Channels		**$75.00**		**$35**	
	1	Hr.	Programming-New Sale Flat Fee Per Radio Up To 16 Channels		**$75.00**		**$35**	
	1	Hr.	Proxim		**$150.00**			
	1	Hr.	Radio Programming		**$125.00**			**$225**
	1	Hr.	Repair Eval/Estimate Flat Fee Per Item		**$45.00**		**$95**	
	1	Hr.	Shop Supplies Bench Repair Per Unit Repaired		**$25.00**			
	1	Hr.	Software Installation		**$150.00**			**$225**
	1	Hr.	Standard Shop Installation		**$150.00**		**$80 Hr.**	**$225**
	1	Hr.	Standard Shop Labor Rate		**$150.00**		**$95 Hr.**	**$225**
	1	Hr.	Support Services		**$150.00**			**$225**
	1	Hr.	System Technologist		**$150.00**			**$225**
	1	Hr.	Tait		**$150.00**		**$95 shop $760 on site**	
	1	Hr.	Technician Daily On-Site Labor		**$150.00**		**$760 Hr.**	**$225**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
	1	Hr.	Technician Hourly Labor Minimum 1 Hour		**$150.00**		**$95 Hr.**	**$225**
	1	Hr.	Tower Climber Hourly Labor Min. 1 Ground Person Required		**$225.00**		**$175 Hr.**	
	1	Hr.	Tower Ground Person Hourly Labor Minimum 1 Hour		**$185.00**		**$125 Hr.**	
	1	Hr.	Training		**$150.00**		**$125 Hr.**	**$225**
	1	Hr.	All other makes, models, and manufacturers		**$150.00**	**% Varies**	**Same**	
3			**Percentage Discount for Accessories from Manufactures (Vendors may opt to include individual discounts for each manufacturer or product offered)**					
	1	% Discount	AdvanceTec		**5%**			
	1	% Discount	Alcatel		**5%**			
	1	% Discount	AlertSense		**3%**		**10%**	
	1	% Discount	Andrew		**5%**			
	1	% Discount	Asentria		**3%**			
	1	% Discount	Aviat	**40%**	**5%**			
	1	% Discount	Bendix King/ BK/ Reim		**10%**		**10%**	
	1	% Discount	Brother		**10%**			
	1	% Discount	Cambium		**5%**			
	1	% Discount	Ceragon		**5%**			
	1	% Discount	Code 3		**5%**			
	1	% Discount	Comscope		**5%**			
	1	% Discount	CSS Mindshare		**5%**			
	1	% Discount	David Clark		**3%**			
	1	% Discount	Dragon Wave		**3%**			
	1	% Discount	EF Johnson		**10%**		**10%**	**20%**
	1	% Discount	ELETK Rectifier		**5%**			
	1	% Discount	Eventide		**3%**			
	1	% Discount	Federal Signal		**5%**			
	1	% Discount	General Electric (GE)		**15%**			
	1	% Discount	Getac		**3%**			
	1	% Discount	GoRhino		**3%**			
	1	% Discount	Harris		**10%**			
	1	% Discount	Havis		**5%**		**10%**	
	1	% Discount	HP		**3%**			
	1	% Discount	Hutton		**5%**			
	1	% Discount	ICOM		**8%**		**10%**	

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
	1	% Discount	InfoSat		**8%**			
	1	% Discount	Integrated Tower Systems		**3%**			
	1	% Discount	JVCKENWOOD USA		**10%**		**10%**	
	1	% Discount	Kenwood		**10%**		**10%**	**20%**
	1	% Discount	Kenwood LMR		**10%**		**10%**	**20%**
	1	% Discount	L3		**10%**			
	1	% Discount	lnfoSat		**8%**		**10%**	
	1	% Discount	M/A Com		**10%**			
	1	% Discount	Midland		**10%**			
	1	% Discount	Motorola		**15%**			
	1	% Discount	Net Motion		**3%**			
	1	% Discount	Otto		**8%**			
	1	% Discount	Power Products		**10%**			
	1	% Discount	Proxim		**10%**			
	1	% Discount	Pyramid		**5%**			
	1	% Discount	Pyramid Com		**5%**			
	1	% Discount	Radwin		**10%**			
	1	% Discount	Raven		**5%**			
	1	% Discount	Relm/BK		**5%**		**10%**	
	1	% Discount	RSI		**5%**			
	1	% Discount	Ruckus		**5%**			
	1	% Discount	Sabre		**5%**			
	1	% Discount	Santa Cruz		**5%**			
	1	% Discount	Sense lynx		**5%**			
	1	% Discount	SetCom		**5%**			
	1	% Discount	SWAT911		**5%**			
	1	% Discount	Tait		**10%**		**10%**	
	1	% Discount	Talley		**3%**			
	1	% Discount	Telex		**5%**			
	1	% Discount	Tessco		**3%**			
	1	% Discount	ThermoBond		**2%**			
	1	% Discount	UHFDMR / VHFDMR		**5%**			
	1	% Discount	Unication		**8%**			
	1	% Discount	Whelen		**5%**			
	1	% Discount	Zetron		**3%**		**10%**	
	1	% Discount	All other makes, models, and manufacturers		**3%**	**%Varies**	**10%**	

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Awarded Vendors: (AF) thru (AJ)

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
1			**Discount from Prices Listed for Items in Parts Catalog from Manufactures (Vendors may opt to provide individual discounts for each manufacturer or product offered)**					
	1	% Discount	Alcatel	**5%**				**10%**
	1	% Discount	Andrew	**5%**			**-10%**	**10%**
	1	% Discount	Aviat	**3%**				**10%**
	1	% Discount	CSS-Mindshare	**3%**				**10%**
	1	% Discount	EF Johnson	**5%**				**10%**
	1	% Discount	ELETK Rectifier	**3%**				**10%**
	1	% Discount	General Electric (GE)	**3%**				**10%**
	1	% Discount	Harris	**3%**				**10%**
	1	% Discount	ICOM	**11%**			**-30%**	**10%**
	1	% Discount	InfoSat	**5%**				**10%**
	1	% Discount	Kenwood LMR	**11%**		**30%**		**10%**
	1	% Discount	Kenwood Systems	**11%**		**30%**		**10%**
	1	% Discount	M/A Com	**3%**				**10%**
	1	% Discount	Midland	**1%**				**10%**
	1	% Discount	Motorola	**26%**			**-10%**	**10%**
	1	% Discount	Motorola	**26%**				**10%**
	1	% Discount	Proxim	**1%**				**10%**
	1	% Discount	Pyramid Communications	**1%**				**10%**
	1	% Discount	Tait	**3%**				**10%**
	1	% Discount	Unication USA	**1%**				**10%**
	1	% Discount	Zetron	**1%**				**10%**
	1	% Discount	All other makes, models, and manufacturers	**3%**	**group 3**			**10%**
2			**Hourly Rate for Repairs (Vendors may opt to provide hourly rates or flat rates depending on the type of device or class of service offered)**					
	1	Hr.	Alcatel	**$ 95.00**				**$95.00**
	1	Hr.	Andrew	**$ 95.00**				**$95.00**
	1	Hr.	Aviat	**$ 95.00**				**$95.00**
	1	Hr.	EF Johnson	**$ 95.00**				**$95.00**
	1	Hr.	ELETK Rectifier	**$ 95.00**				**$95.00**
	1	Hr.	Engineer Daily On-Site Labor				**$1,200**	**$95.00**
	1	Hr.	Engineer Hourly Labor Minimum 1 Hour				$150	$95.00

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
	1	Hr.	General Electric (GE)	**$ 95.00**				**$95.00**
	1	Hr.	ICOM	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	InfoSat	**$ 95.00**				**$95.00**
	1	Hr.	Installer Hourly Labor Minimum 1 Hour				**$85**	**$95.00**
	1	Hr.	JVCKENWOOD USA	**$ 95.00**		**$135.00**		**$95.00**
	1	Hr.	Midland	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	Mobile Radio Installation				**$85**	**$95.00**
	1	Hr.	Motorola	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	On-Site Labor Rate (Customer Location)				**$85**	**$95.00**
	1	Hr.	Post Warranty Maintenance					**$95.00**
	1	Hr.	Programming Flat Fee Per Radio Up To 16 Channels	**$ 95.00**			**$65**	**$56.00**
	1	Hr.	Programming-New Sale Flat Fee Per Radio Up To 16 Channels	**$ 95.00**			**$25**	**$56.00**
	1	Hr.	Proxim	**$ 95.00**				**$95.00**
	1	Hr.	Radio Programming	**$ 95.00**			**$65**	**$80.00**
	1	Hr.	Repair Eval/Estimate Flat Fee Per Item	**$ 65.00**			**$15**	**47.50 - 95.00**
	1	Hr.	Shop Supplies Bench Repair Per Unit Repaired	**$ 95.00**			**$100**	**$95.00**
	1	Hr.	Software Installation				**$85**	**$95.00**
	1	Hr.	Standard Shop Installation				**$195**	**$95.00**
	1	Hr.	Standard Shop Labor Rate	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	Support Services	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	System Technologist					**$125.00**
	1	Hr.	Tait	**$150.00**				**$95.00**
	1	Hr.	Technician Daily On-Site Labor				**$1,200**	**$95.00**
	1	Hr.	Technician Hourly Labor Minimum 1 Hour				**$85**	**$95.00**
	1	Hr.	Tower Climber Hourly Labor Min. Ground Person Required				**$135**	**$142.50**
	1	Hr.	Tower Ground Person Hourly Labor Minimum 1 Hour				**$110**	**$95.00**
	1	Hr.	Training				**$85**	**$95.00**
	1	Hr.	All other makes, models, and manufacturers	**$ 95.00**			**$85**	**$95.00**
3			**Percentage Discount for Accessories from Manufactures (Vendors may opt to include individual discounts for each manufacturer or product offered)**					
	1	% Discount	AdvanceTec	**5%**				**10%**
	1	% Discount	Alcatel	**5%**				**10%**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
	1	% Discount	AlertSense	**1%**				**10%**
	1	% Discount	Andrew	**5%**			**-10%**	**10%**
	1	% Discount	Asentria	**1%**				**10%**
	1	% Discount	Aviat	**3%**				**10%**
	1	% Discount	Bendix King/ BK/ Reim	**5%**				**10%**
	1	% Discount	Brother	**1%**				**10%**
	1	% Discount	Cambium	**1%**			**-10%**	**10%**
	1	% Discount	Ceragon	**1%**				**10%**
	1	% Discount	Code 3	**3%**				**10%**
	1	% Discount	Comscope	**5%**			**-10%**	**10%**
	1	% Discount	CSS Mindshare	**3%**				**10%**
	1	% Discount	David Clark	**5%**				**10%**
	1	% Discount	Dragon Wave	**5%**				**10%**
	1	% Discount	EF Johnson	**5%**				**10%**
	1	% Discount	ELETK Rectifier	**3%**				**10%**
	1	% Discount	Eventide	**3%**				**10%**
	1	% Discount	Federal Signal	**3%**				**10%**
	1	% Discount	General Electric (GE)	**3%**				**10%**
	1	% Discount	Getac	**5%**				**10%**
	1	% Discount	GoRhino	**3%**				**10%**
	1	% Discount	Harris	**3%**				**10%**
	1	% Discount	Havis	**3%**				**10%**
	1	% Discount	HP	**1%**				**10%**
	1	% Discount	Hutton	**3%**				**10%**
	1	% Discount	ICOM	**11%**			**-30%**	**10%**
	1	% Discount	InfoSat	**5%**				**10%**
	1	% Discount	Integrated Tower Systems	**1%**				**10%**
	1	% Discount	JVCKENWOOD USA	**11%**		**30%**		**10%**
	1	% Discount	Kenwood	**11%**		**30%**		**10%**
	1	% Discount	Kenwood LMR	**11%**		**30%**		**10%**
	1	% Discount	L3	**1%**				**10%**
	1	% Discount	lnfoSat	**5%**				**10%**
	1	% Discount	M/A Com	**3%**				**10%**
	1	% Discount	Midland	**1%**				**10%**
	1	% Discount	Motorola	**26%**			**-15%**	**15%**
	1	% Discount	Net Motion	**1%**				**10%**
	1	% Discount	Otto	**5%**				**10%**
	1	% Discount	Power Products	**5%**				**10%**
	1	% Discount	Proxim	**1%**				**10%**
	1	% Discount	Pyramid	**1%**				**10%**
	1	% Discount	Pyramid Com	**1%**				**10%**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
	1	% Discount	Radwin	**1%**				**10%**
	1	% Discount	Raven	**1%**				**10%**
	1	% Discount	Relm/BK	**5%**				**10%**
	1	% Discount	RSI	**1%**				**10%**
	1	% Discount	Ruckus	**1%**				**10%**
	1	% Discount	Sabre	**1%**				**10%**
	1	% Discount	Santa Cruz	**1%**				**10%**
	1	% Discount	Sense lynx	**1%**				**10%**
	1	% Discount	SetCom	**1%**				**10%**
	1	% Discount	SWAT911	**1%**				**10%**
	1	% Discount	Tait	**3%**				**10%**
	1	% Discount	Talley	**3%**				**10%**
	1	% Discount	Telex	**3%**				**10%**
	1	% Discount	Tessco	**3%**				**10%**
	1	% Discount	ThermoBond	**1%**				**10%**
	1	% Discount	UHFDMR / VHFDMR	**1%**				**10%**
	1	% Discount	Unication	**1%**				**10%**
	1	% Discount	Whelen	**1%**				**10%**
	1	% Discount	Zetron	**1%**				**10%**
	1	% Discount	All other makes, models, and manufacturers	**3%**	**see price list**		**-10%**	**10%**

Vendor	Item	Comments
(AA)	**1**	**Aviat's repair prices are a flat rate. The Prices vary depending on the particular FRU that is being repaired.**
(AA)	**2**	**Aviat's repair prices are a flat rate. The Prices vary depending on the particular FRU that is being repaired.**
(AA)	**3**	**Please refer to the document 2B. Aviat Networks Detailed Pricing List-22-00038**
(AC)	**1-3**	**View Vendor 3 tab for discounts and prices**
(AE)	**2**	**Hourly rate, plus travel**
(AD)	**2**	**At our NJ location**
(AH)	**1**	**All radios and accessories in JVCKENWOOD USA Corporation's then current price catalog**
(AH)	**2**	**Per Hour**
(AH)	**3**	**All radios and accessories in JVCKENWOOD USA Corporation's then current price catalog**
(AI)	**2**	**Per Hour**
(AJ)	**2**	**Pricing for repair estimates at sites will be charged on an hourly rate**

***** 3 Items Total *****

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Vendor (AC) Attachment:

PO Box 2511
Keller, TX 76244
800-853-8165
817-546-8415
FAX
info@comlinktech.com

10-Mar-22

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement 20-00000-22-00038

WE ARE SUBMITTING THE FOLLOWING ADDITIONAL MANUFACTURERS AND DISCOUNTS FOR ITEMS THAT
WILL EITHER BE EQUAL TO THE MANUFACTURERS LISTED ON THE ITB OR CAN ENHANCE THE
PERFORMANCE TO THE RADIO COMMUNICATIONS EQUIPMENT.

No.	Manufacturer	Product Category	APC	Item	Short Description	% Discount
	ADVANCE CHARGER TECHNOLOGIES (ACT)	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	RADIO BATTERY CHARGERS AND CONDITIONERS	5%
	ADVANCETEC	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	RADIO BATTERY CHARGERS AND CONDITIONERS	5%
	CADEX	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	RADIO BATTERY CHARGERS AND CONDITIONERS	5%
	COMLINK WIRELESS TECHNOLOGIES	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	REPLACEMENT RADIO BATTERIES	25%
	ENDURA CHARGER	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	PORTABLE RADIO CHARGERS	15%
	IMPACT	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	PORTABLE RADIO CHARGERS	15%

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

LAIRD/LARSEN ANTENNAS	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**PROTABLE AND MOBILE RADIO ANTENNAS**	**15%**
LOGICS BATTERIES	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**FACTORY MUTUAL APPROVED RADIO BATTERIES**	**20%**
MOTOROLA SOLUTIONS INC	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**TWO-WAY RADIOS PARTS AND ACCESSORIES**	**10%**
OTTO ENGINEERING	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**AUDIO ACCESSORIES**	**10%**
PROCLIP CHARGERS	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**NO HOLES PROTABLE RADIO CHARGERS**	**10%**
PRYME AUDIO ACCESSORIES	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**SPEAKER MICS, SURVEILLIENCE KITS, LAPEL MICS ETC**	**20%**

PORTABLE RADIO SERVICE - FLAT RATE REPAIRS

RADIO PROGRAMMING	**$25**
LEVEL 1 RADIO REPAIR	**$110**
LEVEL 2 RADIO REPAIR	**$120**
LEVEL 3 RADIO REPAIR	**$130**
LEVEL 4 RADIO REPAIR	**$150**
LEVEL 5 RADIO REPAIR	**$215**

ADDITIONAL CHARGES APPLY FOR REPLACEMENT LCD SCREEN AND REPLACEMENT OF BROKEN RADIO CASES.

Vendor (AG) Attachment:

New Mexico ITB-20-00000-22-00038 Accessories Bid -Pricing									
Pricing Sheet (if multiple product offering please add additional rows in product category of offering).									
	Unit Pricing/Details				**Service**			**Warranty**	

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

TWO WAY BATTERY PRODUCT	Product Nun	List Price	Discoun Offered	Net Price	Service Include (Yes or	Service Type Design, Engineering, FSE, etc.)	Service Hourly Rate	Warranty OEM (Years/ Mos.)	Extended Warranty
HARRIS						**For Catalog click Blue link**			
Lith Poly P7100/P7200/P5100/P5200	**IPT-HA-2104-LiP**	**$129.00**	**30%**	**$90.30**	**NO**			**30 Month**	**NO**
Lith Poly P7300/P5300/XG25/XG75	**IPT-HAP7300P**	**$129.00**	**35%**	**$90.30**	**NO**			**30 Month**	**NO**
Lithium Ion XL200P	**IPT-HA-XL200P**	**$169.00**	**25%**	**$126.75**	**NO**			**12 Month**	**NO**
MOTOROLA						**For Catalog click Blue link**			
Li Poly XPR3000/7000/APPX1000/400	**IPT-MT-4409-LiP**	**$119.00**	**20%**	**$95.20**	**NO**			**30 Month**	**NO**
Lith Ion XPR3000/7000APX1000/4000	**IPT-MT-4409-IS**	**$239.00**	**30%**	**$167.30**	**NO**	**Intrinsically Safe**		**12 Month**	**NO**
Li Poly CP200/CP185/P400	**IPT-MT-4497-LiP**	**$99.00**	**20%**	**$79.20**	**NO**			**30 Month**	**NO**
Li Poly for XPR6550	**IPT-MT-6550-LiP**	**$109.00**	**30%**	**$76.30**	**NO**			**30 Month**	**NO**
Li Poly for APX6000/7000/8000	**IPT-MT-7038-LiP**	**$159.00**	**30%**	**$111.30**	**NO**			**30 Month**	**NO**
Li Poly for XTS3000/5000	**IPT-MT-8610-LiP**	**$129.00**	**30%**	**$90.30**	**NO**			**30 Month**	**NO**
Li Poly for XTS1500/2500/HT1250/750	**IPT-MT-9858-LiP**	**$129.00**	**30%**	**$90.30**	**NO**			**30 Month**	**NO**
NiMh for MT2000/HT1000	**IPT-MT-7144M27**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
NiMh for XTS3000/5000	**IPT-MT-8299M40**	**$85.00**	**25%**	**$63.75**	**NO**			**12 Month**	**NO**
NiMh for HT1250/750	**IPT-MT-9009M27**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
NiMh for XTS1500/2500	**IPT-MT-9858M27**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
NiMh for XPR6550	**IPT-MT-4065M16**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
Lithium Ion for XPR6550	**IPT-MT-4066Li18**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
Lithium Ion for HT1250/Ht750	**IPT-MT-9013li18**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
KENWOOD						**For Catalog click Blue link**			
NiMh for TK238/260/261/270/272/278	**IPT-KNB15M22**	**$48.75**	**10%**	**$43.87**	**NO**			**12 Month**	**NO**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

NiMh for TK360/372/373/378/382/388	**IPT-KNB 15M22**	**$48.75**	**10%**	**$43.87**	**NO**			**12 Month**	**NO**
NiMh for TK180/190/280/290/380/390	**IPT-KNB 17M22**	**$51.25**	**10%**	**$46.13**	**NO**			**12 Month**	**NO**
NiMh for TK480/481/490	**IPT-KNB 17M22**	**$51.25**	**10%**	**$46.13**	**NO**			**12 Month**	**NO**
NiMh for TK2140/2160/2168/2170	**IPT-KNB 26M22**	**$58.75**	**10%**	**$52.87**	**NO**			**12 Month**	**NO**
NiMh for TK2360/3140/3148/3160	**IPT-KNB 26M22**	**$58.75**	**10%**	**$52.87**	**NO**			**12 Month**	**NO**
NiMh for TK3168/3170/3173/3360	**IPT-KNB 26M22**	**$58.75**	**10%**	**$52.87**	**NO**			**12 Month**	**NO**
NiMh for NX220/320/420	**IPT-KNB 26M22**	**$58.75**	**10%**	**$52.87**	**NO**			**12 Month**	**NO**
NiMh for TK3130/3131	**IPT-KNB 27M14**	**$30.00**	**10%**	**$27.00**	**NO**			**12 Month**	**NO**
NiMh for TK2200/2300/2400/3200	**IPT-KNB 29M23**	**$52.65**	**10%**	**$47.39**	**NO**			**12 Month**	**NO**
NiMh for TK3300/3400/NX240/340	**IPT-KNB 29M23**	**$52.65**	**10%**	**$47.39**	**NO**			**12 Month**	**NO**
NiMh for NX200/210/300/410/411	**IPT-KNB 32M27**	**$46.25**	**10%**	**$41.62**	**NO**			**12 Month**	**NO**
Lithium Ion for NX200/210/300/410	**IPT-KNB 32Li32**	**$73.40**	**10%**	**$66.06**	**NO**			**12 Month**	**NO**
Lithium Ion for TK2180/3180/5120	**IPT-KNB 32Li32**	**$73.40**	**10%**	**$66.06**	**NO**			**12 Month**	**NO**
Lithium Ion for TK5310/5410	**IPT-KNB 32Li32**	**$73.40**	**10%**	**$66.06**	**NO**			**12 Month**	**NO**
Lithium Ion for TK2140/2160/2168	**IPT-KNB 35Li24**	**$63.75**	**10%**	**$57.38**	**NO**			**12 Month**	**NO**
Lithium Ion for TK3180/3189/5120	**IPT-KNB 35Li24**	**$63.75**	**10%**	**$57.38**	**NO**			**12 Month**	**NO**
Lithium Ion for TK5210/5310/5410	**IPT-KNB 35Li24**	**$63.75**	**10%**	**$57.38**	**NO**			**12 Month**	**NO**
Lithium Ion for NX240/340	**IPT-KNB 45Li24**	**$66.75**	**10%**	**$60.07**	**NO**			**12 Month**	**NO**
Lithium Ion for TK2200/2300/2400	**IPT-KNB 45Li24**	**$66.75**	**10%**	**$60.07**	**NO**			**12 Month**	**No**
Ilithium Ion for TK3200/3300/3400	**IPT-KNB 45Li24**	**$66.75**	**10%**	**$60.07**	**NO**			**12 Month**	**NO**
Lithium Ion for NX300/300	**IPT-KNB 48Li26**	**$70.15**	**10%**	**$63.14**	**NO**			**12 Month**	**NO**
Lithium Ion for TK5220/5320	**IPT-KNB 48li26**	**$70.15**	**10%**	**$63.14**	**NO**			**12 Month**	**NO**
Lithium Poly for NX200/300/210/410	**IPT-KNB 43LiP36**	**$87.50**	**10%**	**$78.75**	**NO**			**30 Month**	**NO**
Lithium Poly for TK3180/3189/5120	**IPT-KNB 43LiP36**	**$87.50**	**10%**	**$78.75**	**NO**			**30 Month**	**NO**
Lithium Poly for TK5210/5310/5410	**IPT-KNB 43LiP36**	**$87.50**	**10%**	**$78.75**	**NO**			**30 month**	**NO**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

IPS - Parking Meter Battery									
IPS M5 Parking Meter Battery	**IPT-GL327ALIS**	**$35.00**	**15%**	**$29.75**	**NO**			**12 month**	**NO**
HARRIS CHARGERS									
Tri Chem Single Bay P7100 and comp	**IPT-HA-2104C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay for P7100 and Comp	**IPT-HA-2104C-6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
MOTOROLA CHARGERS									
Tri Chem Single Bay XTS1500/2500	**IPT-MC-8610C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay XTS3000/5000	**IPT-MC-8610C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chen 6 Bay for XTS1500/2500	**IPT-MC-8610C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay XTS3000/5000	**IPT-MC-8610C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay for HT1250/750	**IPT-MC-9013C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay MT2000/HT1000	**IPT-MC-8610C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay HT1250/750	**IPT-MC-9013C6**	**$599.00**	**20%**	**$279.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay MT2000/HT1000	**IPT-MC-8610C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay XPR6550	**IPT-MC-4065C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay XPR6550	**IPT-MC-4065C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay XPR3500/7500	**IPT-MC-4065C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay XPR3500/7500	**IPT-MC-4065C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay for CP200 & Comp	**IPT-MC-4497C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay CP200 and Comp	**IPT-MC-4497C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay APX1000/4000	**IPT-MC-4065C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay APX1000/4000	**IPT-MC-4065C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay APX6000/7/8	**IPT-MC-7038C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay APX6000/7000/8000	**IPT-MC-7038C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem DC Travel Charger (all)	**IPT-MC-VCHG**	**$159.00**	**20%**	**$127.20**	**NO**			**18 Month**	**NO**

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

NOTE: Some items may not be in catalog link. Call for specification sheet.:									
Insert Product Description									
Insert Product Description									
Insert Product Description									

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Santa Fe, NM 87508
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Raelynn Lujan raelynn.lujan@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to raelynn.lujan@state.nm.us Using IP Address: 76.18.69.157	Sent: 4/25/2022 10:33:32 AM Viewed: 4/25/2022 11:34:36 AM Signed: 4/25/2022 11:34:39 AM
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Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to valerie.paulk@state.nm.us Using IP Address: 97.123.188.71 Signed using mobile	Sent: 4/25/2022 11:34:44 AM Viewed: 4/25/2022 11:41:02 AM Signed: 4/25/2022 11:41:31 AM
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Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	4/25/2022 10:18:04 AM
Certified Delivered	Security Checked	4/25/2022 11:41:02 AM
Signing Complete	Security Checked	4/25/2022 11:41:31 AM
Completed	Security Checked	4/25/2022 11:41:31 AM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

City of Las Cruces

EXISTING CONTRACT PURCHASE AGREEMENT

NEW MEXICO STATE PURCHASING DIVISION
CONTRACT NO. 20-00000-22-00038

RADIO PARTS AND REPAIR

Pursuant to terms and conditions of NEW MEXICO STATE PURCHASING DIVISION (NMSPD) Contract No. 20-00000-22-00038, BID No. 20-00000-22-00038 dated April 25, 2022, between the NMSPD and AVIAT US, INC. (CONTRACTOR), as amended and incorporated herein by reference, the City of Las Cruces (CITY) and CONTRACTOR hereby agree on this _____ day of January, 2023, as follows:

1. This Purchase Agreement is intended to be an Existing Contract Purchase Agreement in accordance with LCMC Chapter 24, Article VII, Sec. 24-316.

2. In a satisfactory and proper manner, the CONTRACTOR shall deliver products / perform services pursuant to NMSPD Contract No. 20-00000-22-00038, as set forth in Attachment A, attached hereto and made a part of this Agreement.

3. The effective period of this Agreement shall coexist with NMSPD Contract No. 20-00000-22-00038.

4. In consideration for the satisfactory delivery of products / services, the CONTRACTOR shall be compensated pursuant to the cost terms of NMSPD Contract No. 20-00000-22-00038. Cost of delivered product / services shall be paid by CITY within 30 days upon receipt of undisputed invoice.

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

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

7. That in the event any of the provisions of this Contract are violated by the Contractor or by any of his Subcontractors, the City may serve written notice upon the Contractor and, if a surety exists, upon the surety of its intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the

Contract; and, unless within ten (10) days after and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. On the event of any such termination, if a surety exists, the City shall immediately serve notice thereof upon the surety who shall have the right to take over and perform the Contract, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of the mailing of such surety of notice of termination, the City may take over the work and prosecute the same to completion by the Contract for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the City for any excess cost occasioned the City thereby; and in such event, the City may take possession of and utilize in completing the work, such materials, appliances, and plans as may be on the site of the work and necessary therefore. This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the City, for its convenience or because the project has been permanently abandoned, but only upon fifteen (15) calendar days written notice to Contractor.

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

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

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

11. The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement,

and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

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

AVIAT US, INC.

BY: _____
Name
Title

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Interim Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 12/16/2022
City Attorney

Attachment A

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
10 Awarded Vendors- Please refer to pages 6 and 7 for details

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

Invoice:
As Requested at Time of Order

Price Agreement Number**:** **20-00000-22-00038**

Payment Terms**:** **Net 30**

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

Delivery**:** **See pages 6 and 7**

Procurement Specialist**:** **Raelynn Lujan** RL

Telephone No.**:** **(505) 670-1561**

Email: **raelynn.lujan@state.nm.us**

Title**:** **Radio Parts and Repair**

Term**:** **April 25, 2022 thru April 24, 2023**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Date: 4/25/2022

Mark Hayden, New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

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the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of

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any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This

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provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Awarded Vendors:

(AA) 0000089975
AVIAT US, Inc.
Dept CH 16534
Palatine, IL 60055-6434 Delivery: 7-9 weeks
(949) 707-2710
hermogenes.decano@aviatnet.com

(AB) 0000051480
Advanced Communication and Electro
2417 Baylor Dr. SE
Albuquerque, NM 87106 Delivery: 15 days typical
(505) 244-3321
service@advtwoway.com; sales@advtwoyway.com

(AC) 0000108698
Comlink Wireless Tech., Inc.
PO Box 2511
Keller TX 76244 Delivery: 7-10 days ARO
(817) 301-3060
info@comlinktech.com

(AD) 0000054703
Durham Communications, Inc.
725 W. Commerce Ave. #105
Gilbert, AZ 85322 Delivery: FOB Gilbert, AZ
(505) 819-7019, (800) 981-8875
Gene@dcicomm.com; Jeff@dcicomm.com

(AE) 0000095679
E.F. Johnson Company
1440 Corporate Drive
Irving TX 75038
(972) 819-0700
orders@efji.com; techsupport@efji.com
Delivery: Purchase Orders are processed individually based on customer LMR requirements. Most in stock items are shipped with two weeks of PO, however items requiring specialized programming or build may require up to 16 weeks ARO.

(AF) 0000010372
Holzberg Communications, Inc.
PO Box 322,
Totowa, NJ 07511 Delivery: 15 Days ARO
(800) 654-9550, (973) 389-9600
holzberg@juno.com

(AG) 0000129335
Impact Power Technologies LLC
145 Wood Road
Braintree, MA 02184 Delivery: Our battery products are Stock - 4 weeks lead time ARO
(781) 752-1202, (772) 210-2286
clynam@impactpowertech.com

DocuSign Envelope ID: 98AB2102-8FCC-40AA-8F73-29783DD57B53

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

(AH) 0000084376
JVCKENWOOD USA Corporation
PO Box 22745
Long Beach, CA 90801-5745 Delivery: 60-90 days ARO
(310) 639-9000
sholliman@us.jvckenwood.com

(AI) 0000091384
Las Cruces Radio Center
4970 Black Quartz Road
Las Cruces, NM 88011 Delivery: As Requested
(575) 523-1077
sales@lcradio.com; radiosales@lcradio.com

(AJ) 0000086640
R.T.C., Inc.
300 E. Sunset Rd.
El Paso, TX. 79922 Delivery: 1-12 weeks depending on part availability
(915) 584-6646
mercy@rtcinc.org; omar@rtcinc.org

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Specifications:
Establish a Statewide Price Agreement for communications, radio equipment parts & repair throughout the state of New Mexico. Under the terms and conditions of this Price Agreement, all State of New Mexico Agencies, Commissions, Institutions, Political Sub-divisions and Local Bodies may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each other issued hereunder.

Term:
The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Vendors submitting bids must be authorized employees of the company they represent and can fulfill all applicable warranties and technical support services.

The State of New Mexico reserves the right to obtain quotes from any and all successful bidders for particular communications equipment, parts and repairs and award the job to a contractor based on price, schedule and ability to perform satisfactorily.

Tax Note:
Price shall not include state gross receipts tax or local option tax(es). Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

Bidding Information:
The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any Vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be submitted by the Vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

All materials provided shall be guaranteed by the contractor against mechanical, electrical and workmanship defects. In the event defects become evident within the warranty period, the contractor shall furnish replacement parts and materials at no additional cost to the state. The warranty period shall commence with the date of the communications radio and/or equipment repair acceptance and remain in effect for at least one (1) calendar year, except for expendable items.

The contractor shall provide, within the warranty period and the bid price, the necessary parts, labor and transportation to maintain the equipment in sufficient state of repair to continue system performance in compliance with the specification contained herein.

Bid Review:
State Purchasing Division (SPD) shall perform a bid analysis of all bids received for this Invitation to Bid. This includes a determination of qualification in accordance with the technical standards and requirements of the specifications. The analysis and recommendation for award will be at the discretion of the SPD for final determination and awarding.

Shipping:
All items on the contract must include prepaid shipping costs. All equipment purchased by the Communications Division will be shipped to the applicable address.

Warranty:
For all warranty repairs the contractor will pay the shipping cost to the contractor's repair facility and must pay the return shipping cost to the appropriate using entity in the State of New Mexico.

For all out-of-warranty repairs the Department of Information Technology will pay the shipping costs for both directions.

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The equipment will be purchased, repaired and returned to the Communications Division's prepaid address below:

Office of Communications- DoIT
Law Enforcement Complex
4491 South Cerrillos Road.
Santa Fe, New Mexico 87505

Agencies and Local Public Bodies not required to go through DoIT, shall make shipping arrangements at the time of order.

The Department of Information Technology has designated a Procurement Manager who is responsible for the conduct of this procurement and whose name is listed below:

Michael Rohrbacher
Director of Public Safety Communications
505-476-3158 office
505-827-2325
Prospective bidders may contact only the procurement manager regarding the procurement. Other State employees do not have the authority to respond in behalf of the Public Safety Communications Division.

The State of New Mexico requires a minimum fixed percentage discount from the manufactures depot rate and products. Equipment, repairs, parts and accessories may be listed on a services catalog, flash-drive, or CD-ROM. At this time it is impossible to list all the specific individual components that may be required for repair and maintenance.

All equipment, parts and accessories purchased or used for repair must be new factory parts; no substitutes will be accepted.

Categories of equipment repair required include, but are not limited to:

Microwave communications equipment, power amplifiers, mobile and portable radios, vehicular repeaters, telemetry units, repeaters, communications control heads, base stations, satellite antenna dome repair, communications consoles, communications circuit board repair, microwave transmission line dehydrators, power rectifiers and power supplies, etc.

Minimum Specifications

Contractors may utilize subcontractors for various portions of the repair work.

Bidders should list in-house resources and tasks to be subcontracted. All work performed either in-house or by subcontractor is the sole responsibility of the awarded contractor.

In all cases the successful bidders will be solely responsible for the proper completion of repair work.

All work is to be completed by a fully qualified engineer and/or technician.

All work and/or repair must be completed in compliance with the manufactures specifications.

Contractor shall be responsible for the physical security of his own property and that of the State of New Mexico, which is in the contractor's custody.

Contractor will be responsible for obtaining any bonding, licensing and training which may be required to complete the repairs.

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Contractor may be required to purchase bonding, including but not limited to material and labor bonds, performance bonds, bid bonds.
Contractor may be required to provide proof of insurance including but not limited to comprehensive general liability, personal injury, owner's protective liability, comprehensive automobile liability and workman's compensation.

Contractor must be able to supply all materials and labor to complete a repair. The Department of Information Technology, Public Safety Communications Division may at their discretion, supply some materials for any given project.

By submitting a bid the vendor acknowledges that they are either an authorized representative of the manufacturer for the type of equipment submitted and can fulfill all factory warranties and technical services required.

Payments and Invoicing:

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

Payment Terms**: Net 30**

F.O.B.**: Destination**
Method of Award
Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154 the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to insure availability and timely delivery. Awards will be made to meet the best interests of the State of New Mexico.

Escalation/De-escalation Clause:
In the event of a product cost increase, an escalation request will be reviewed and approved by SPD on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well shall apply. If the vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases and/or decreases will not be retroactive to orders already in-house or back-ordered. Orders will be filled at the price in effect of the date of the receipt of the order by the awarded vendor.

All requests for price increases must include the following information from the vendor:

1) Agreement Item Number
2) Current Item Price
3) Proposed New Price
4) Percentage of Increase

For escalations awarded, vendor must also supply a current Letter from the Manufacture addressed to the vendor. The letter must state that they are increasing the price from the factory to the vendor, as well as the reason for the increase. For a price decrease, a letter from the vendor will be sufficient.
SPD upon review of an escalation or decrease request may require additional supporting documentation prior to awarding. Final determination on the approval or disapproval of the escalation or decrease request will be made by SPD.

***** End of Specifications *****

DocuSign Envelope ID: 98AB2102-8FCC-40AA-8F73-29783DD57B53

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Awarded Vendors: (AA) thru (AE)

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
1			**Discount from Prices Listed for Items in Parts Catalog from Manufactures (Vendors may opt to provide individual discounts for each manufacturer or product offered)**					
	1	% Discount	Alcatel		**5%**			
	1	% Discount	Andrew		**10%**		**10%**	
	1	% Discount	Aviat	**%Varies**	**5%**			
	1	% Discount	CSS-Mindshare		**5%**			
	1	% Discount	EF Johnson		**15%**		**10%**	**20%**
	1	% Discount	ELETK Rectifier		**5%**			
	1	% Discount	General Electric (GE)		**15%**			
	1	% Discount	Harris		**10%**		**10%**	
	1	% Discount	ICOM		**8%**		**10%**	
	1	% Discount	InfoSat		**8%**			
	1	% Discount	Kenwood LMR		**15%**		**10%**	**20%**
	1	% Discount	Kenwood Systems		**10%**		**10%**	**20%**
	1	% Discount	M/A Com		**10%**		**10%**	
	1	% Discount	Midland		**10%**			
	1	% Discount	Motorola		**15%**			
	1	% Discount	Motorola		**15%**			
	1	% Discount	Proxim		**10%**			
	1	% Discount	Pyramid Communications		**10%**			
	1	% Discount	Tait		**10%**		**10%**	
	1	% Discount	Unication USA		**8%**			
	1	% Discount	Zetron		**3%**		**10%**	
	1	% Discount	All other makes, models, and manufacturers		**5%**	**%Varies**	**5%**	
2			**Hourly Rate for Repairs (Vendors may opt to provide hourly rates or flat rates depending on the type of device or class of service offered)**					
	1	Hr.	Alcatel		**$150.00**			
	1	Hr.	Andrew		**$150.00**		**$95 shop $760 on site**	
	1	Hr.	Aviat	**% Varies**	**$150.00**			

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
	1	Hr.	EF Johnson		**$150.00**		**$95 shop $760 on site**	**$225**
	1	Hr.	ELETK Rectifier		**$150.00**			
	1	Hr.	Engineer Daily On-Site Labor		**$150.00**		**$1560 Hr.**	
	1	Hr.	Engineer Hourly Labor Minimum 1 Hour		**$150.00**		**$195 Hr.**	
	1	Hr.	General Electric (GE)		**$150.00**			
	1	Hr.	ICOM		**$150.00**		**$95 shop $760 on site**	
	1	Hr.	InfoSat		**$150.00**			
	1	Hr.	Installer Hourly Labor Minimum 1 Hour		**$125.00**			
	1	Hr.	JVCKENWOOD USA		**$150.00**		**$95 shop $760 on site**	
	1	Hr.	Midland		**$150.00**			
	1	Hr.	Mobile Radio Installation		**$125.00**		**$80 Hr.**	
	1	Hr.	Motorola		**$150.00**			
	1	Hr.	On-Site Labor Rate (Customer Location)		**$150.00**		**$ 760 Hr.**	**$225**
	1	Hr.	Post Warranty Maintenance		**$150.00**			**$225**
	1	Hr.	Programming Flat Fee Per Radio Up To 16 Channels		**$75.00**		**$35**	
	1	Hr.	Programming-New Sale Flat Fee Per Radio Up To 16 Channels		**$75.00**		**$35**	
	1	Hr.	Proxim		**$150.00**			
	1	Hr.	Radio Programming		**$125.00**			**$225**
	1	Hr.	Repair Eval/Estimate Flat Fee Per Item		**$45.00**		**$95**	
	1	Hr.	Shop Supplies Bench Repair Per Unit Repaired		**$25.00**			
	1	Hr.	Software Installation		**$150.00**			**$225**
	1	Hr.	Standard Shop Installation		**$150.00**		**$80 Hr.**	**$225**
	1	Hr.	Standard Shop Labor Rate		**$150.00**		**$95 Hr.**	**$225**
	1	Hr.	Support Services		**$150.00**			**$225**
	1	Hr.	System Technologist		**$150.00**			**$225**
	1	Hr.	Tait		**$150.00**		**$95 shop $760 on site**	
	1	Hr.	Technician Daily On-Site Labor		**$150.00**		**$760 Hr.**	**$225**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
	1	Hr.	Technician Hourly Labor Minimum 1 Hour		**$150.00**		**$95 Hr.**	**$225**
	1	Hr.	Tower Climber Hourly Labor Min. 1 Ground Person Required		**$225.00**		**$175 Hr.**	
	1	Hr.	Tower Ground Person Hourly Labor Minimum 1 Hour		**$185.00**		**$125 Hr.**	
	1	Hr.	Training		**$150.00**		**$125 Hr.**	**$225**
	1	Hr.	All other makes, models, and manufacturers		**$150.00**	**% Varies**	**Same**	
3			**Percentage Discount for Accessories from Manufactures (Vendors may opt to include individual discounts for each manufacturer or product offered)**					
	1	% Discount	AdvanceTec		**5%**			
	1	% Discount	Alcatel		**5%**			
	1	% Discount	AlertSense		**3%**		**10%**	
	1	% Discount	Andrew		**5%**			
	1	% Discount	Asentria		**3%**			
	1	% Discount	Aviat	**40%**	**5%**			
	1	% Discount	Bendix King/ BK/ Reim		**10%**		**10%**	
	1	% Discount	Brother		**10%**			
	1	% Discount	Cambium		**5%**			
	1	% Discount	Ceragon		**5%**			
	1	% Discount	Code 3		**5%**			
	1	% Discount	Comscope		**5%**			
	1	% Discount	CSS Mindshare		**5%**			
	1	% Discount	David Clark		**3%**			
	1	% Discount	Dragon Wave		**3%**			
	1	% Discount	EF Johnson		**10%**		**10%**	**20%**
	1	% Discount	ELETK Rectifier		**5%**			
	1	% Discount	Eventide		**3%**			
	1	% Discount	Federal Signal		**5%**			
	1	% Discount	General Electric (GE)		**15%**			
	1	% Discount	Getac		**3%**			
	1	% Discount	GoRhino		**3%**			
	1	% Discount	Harris		**10%**			
	1	% Discount	Havis		**5%**		**10%**	
	1	% Discount	HP		**3%**			
	1	% Discount	Hutton		**5%**			
	1	% Discount	ICOM		**8%**		**10%**	

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
	1	% Discount	InfoSat		**8%**			
	1	% Discount	Integrated Tower Systems		**3%**			
	1	% Discount	JVCKENWOOD USA		**10%**		**10%**	
	1	% Discount	Kenwood		**10%**		**10%**	**20%**
	1	% Discount	Kenwood LMR		**10%**		**10%**	**20%**
	1	% Discount	L3		**10%**			
	1	% Discount	lnfoSat		**8%**		**10%**	
	1	% Discount	M/A Com		**10%**			
	1	% Discount	Midland		**10%**			
	1	% Discount	Motorola		**15%**			
	1	% Discount	Net Motion		**3%**			
	1	% Discount	Otto		**8%**			
	1	% Discount	Power Products		**10%**			
	1	% Discount	Proxim		**10%**			
	1	% Discount	Pyramid		**5%**			
	1	% Discount	Pyramid Com		**5%**			
	1	% Discount	Radwin		**10%**			
	1	% Discount	Raven		**5%**			
	1	% Discount	Relm/BK		**5%**		**10%**	
	1	% Discount	RSI		**5%**			
	1	% Discount	Ruckus		**5%**			
	1	% Discount	Sabre		**5%**			
	1	% Discount	Santa Cruz		**5%**			
	1	% Discount	Sense lynx		**5%**			
	1	% Discount	SetCom		**5%**			
	1	% Discount	SWAT911		**5%**			
	1	% Discount	Tait		**10%**		**10%**	
	1	% Discount	Talley		**3%**			
	1	% Discount	Telex		**5%**			
	1	% Discount	Tessco		**3%**			
	1	% Discount	ThermoBond		**2%**			
	1	% Discount	UHFDMR / VHFDMR		**5%**			
	1	% Discount	Unication		**8%**			
	1	% Discount	Whelen		**5%**			
	1	% Discount	Zetron		**3%**		**10%**	
	1	% Discount	All other makes, models, and manufacturers		**3%**	**%Varies**	**10%**	

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Awarded Vendors: (AF) thru (AJ)

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
1			**Discount from Prices Listed for Items in Parts Catalog from Manufactures (Vendors may opt to provide individual discounts for each manufacturer or product offered)**					
	1	% Discount	Alcatel	**5%**				**10%**
	1	% Discount	Andrew	**5%**			**-10%**	**10%**
	1	% Discount	Aviat	**3%**				**10%**
	1	% Discount	CSS-Mindshare	**3%**				**10%**
	1	% Discount	EF Johnson	**5%**				**10%**
	1	% Discount	ELETK Rectifier	**3%**				**10%**
	1	% Discount	General Electric (GE)	**3%**				**10%**
	1	% Discount	Harris	**3%**				**10%**
	1	% Discount	ICOM	**11%**			**-30%**	**10%**
	1	% Discount	InfoSat	**5%**				**10%**
	1	% Discount	Kenwood LMR	**11%**		**30%**		**10%**
	1	% Discount	Kenwood Systems	**11%**		**30%**		**10%**
	1	% Discount	M/A Com	**3%**				**10%**
	1	% Discount	Midland	**1%**				**10%**
	1	% Discount	Motorola	**26%**			**-10%**	**10%**
	1	% Discount	Motorola	**26%**				**10%**
	1	% Discount	Proxim	**1%**				**10%**
	1	% Discount	Pyramid Communications	**1%**				**10%**
	1	% Discount	Tait	**3%**				**10%**
	1	% Discount	Unication USA	**1%**				**10%**
	1	% Discount	Zetron	**1%**				**10%**
	1	% Discount	All other makes, models, and manufacturers	**3%**	**group 3**			**10%**
2			**Hourly Rate for Repairs (Vendors may opt to provide hourly rates or flat rates depending on the type of device or class of service offered)**					
	1	Hr.	Alcatel	**$ 95.00**				**$95.00**
	1	Hr.	Andrew	**$ 95.00**				**$95.00**
	1	Hr.	Aviat	**$ 95.00**				**$95.00**
	1	Hr.	EF Johnson	**$ 95.00**				**$95.00**
	1	Hr.	ELETK Rectifier	**$ 95.00**				**$95.00**
	1	Hr.	Engineer Daily On-Site Labor				**$1,200**	**$95.00**
	1	Hr.	Engineer Hourly Labor Minimum 1 Hour				$150	$95.00

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
	1	Hr.	General Electric (GE)	**$ 95.00**				**$95.00**
	1	Hr.	ICOM	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	InfoSat	**$ 95.00**				**$95.00**
	1	Hr.	Installer Hourly Labor Minimum 1 Hour				**$85**	**$95.00**
	1	Hr.	JVCKENWOOD USA	**$ 95.00**		**$135.00**		**$95.00**
	1	Hr.	Midland	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	Mobile Radio Installation				**$85**	**$95.00**
	1	Hr.	Motorola	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	On-Site Labor Rate (Customer Location)				**$85**	**$95.00**
	1	Hr.	Post Warranty Maintenance					**$95.00**
	1	Hr.	Programming Flat Fee Per Radio Up To 16 Channels	**$ 95.00**			**$65**	**$56.00**
	1	Hr.	Programming-New Sale Flat Fee Per Radio Up To 16 Channels	**$ 95.00**			**$25**	**$56.00**
	1	Hr.	Proxim	**$ 95.00**				**$95.00**
	1	Hr.	Radio Programming	**$ 95.00**			**$65**	**$80.00**
	1	Hr.	Repair Eval/Estimate Flat Fee Per Item	**$ 65.00**			**$15**	**47.50 - 95.00**
	1	Hr.	Shop Supplies Bench Repair Per Unit Repaired	**$ 95.00**			**$100**	**$95.00**
	1	Hr.	Software Installation				**$85**	**$95.00**
	1	Hr.	Standard Shop Installation				**$195**	**$95.00**
	1	Hr.	Standard Shop Labor Rate	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	Support Services	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	System Technologist					**$125.00**
	1	Hr.	Tait	**$150.00**				**$95.00**
	1	Hr.	Technician Daily On-Site Labor				**$1,200**	**$95.00**
	1	Hr.	Technician Hourly Labor Minimum 1 Hour				**$85**	**$95.00**
	1	Hr.	Tower Climber Hourly Labor Min. Ground Person Required				**$135**	**$142.50**
	1	Hr.	Tower Ground Person Hourly Labor Minimum 1 Hour				**$110**	**$95.00**
	1	Hr.	Training				**$85**	**$95.00**
	1	Hr.	All other makes, models, and manufacturers	**$ 95.00**			**$85**	**$95.00**
3			**Percentage Discount for Accessories from Manufactures (Vendors may opt to include individual discounts for each manufacturer or product offered)**					
	1	% Discount	AdvanceTec	**5%**				**10%**
	1	% Discount	Alcatel	**5%**				**10%**

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
	1	% Discount	AlertSense	**1%**				**10%**
	1	% Discount	Andrew	**5%**			**-10%**	**10%**
	1	% Discount	Asentria	**1%**				**10%**
	1	% Discount	Aviat	**3%**				**10%**
	1	% Discount	Bendix King/ BK/ Reim	**5%**				**10%**
	1	% Discount	Brother	**1%**				**10%**
	1	% Discount	Cambium	**1%**			**-10%**	**10%**
	1	% Discount	Ceragon	**1%**				**10%**
	1	% Discount	Code 3	**3%**				**10%**
	1	% Discount	Comscope	**5%**			**-10%**	**10%**
	1	% Discount	CSS Mindshare	**3%**				**10%**
	1	% Discount	David Clark	**5%**				**10%**
	1	% Discount	Dragon Wave	**5%**				**10%**
	1	% Discount	EF Johnson	**5%**				**10%**
	1	% Discount	ELETK Rectifier	**3%**				**10%**
	1	% Discount	Eventide	**3%**				**10%**
	1	% Discount	Federal Signal	**3%**				**10%**
	1	% Discount	General Electric (GE)	**3%**				**10%**
	1	% Discount	Getac	**5%**				**10%**
	1	% Discount	GoRhino	**3%**				**10%**
	1	% Discount	Harris	**3%**				**10%**
	1	% Discount	Havis	**3%**				**10%**
	1	% Discount	HP	**1%**				**10%**
	1	% Discount	Hutton	**3%**				**10%**
	1	% Discount	ICOM	**11%**			**-30%**	**10%**
	1	% Discount	InfoSat	**5%**				**10%**
	1	% Discount	Integrated Tower Systems	**1%**				**10%**
	1	% Discount	JVCKENWOOD USA	**11%**		**30%**		**10%**
	1	% Discount	Kenwood	**11%**		**30%**		**10%**
	1	% Discount	Kenwood LMR	**11%**		**30%**		**10%**
	1	% Discount	L3	**1%**				**10%**
	1	% Discount	lnfoSat	**5%**				**10%**
	1	% Discount	M/A Com	**3%**				**10%**
	1	% Discount	Midland	**1%**				**10%**
	1	% Discount	Motorola	**26%**			**-15%**	**15%**
	1	% Discount	Net Motion	**1%**				**10%**
	1	% Discount	Otto	**5%**				**10%**
	1	% Discount	Power Products	**5%**				**10%**
	1	% Discount	Proxim	**1%**				**10%**
	1	% Discount	Pyramid	**1%**				**10%**
	1	% Discount	Pyramid Com	**1%**				**10%**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
	1	% Discount	Radwin	**1%**				**10%**
	1	% Discount	Raven	**1%**				**10%**
	1	% Discount	Relm/BK	**5%**				**10%**
	1	% Discount	RSI	**1%**				**10%**
	1	% Discount	Ruckus	**1%**				**10%**
	1	% Discount	Sabre	**1%**				**10%**
	1	% Discount	Santa Cruz	**1%**				**10%**
	1	% Discount	Sense lynx	**1%**				**10%**
	1	% Discount	SetCom	**1%**				**10%**
	1	% Discount	SWAT911	**1%**				**10%**
	1	% Discount	Tait	**3%**				**10%**
	1	% Discount	Talley	**3%**				**10%**
	1	% Discount	Telex	**3%**				**10%**
	1	% Discount	Tessco	**3%**				**10%**
	1	% Discount	ThermoBond	**1%**				**10%**
	1	% Discount	UHFDMR / VHFDMR	**1%**				**10%**
	1	% Discount	Unication	**1%**				**10%**
	1	% Discount	Whelen	**1%**				**10%**
	1	% Discount	Zetron	**1%**				**10%**
	1	% Discount	All other makes, models, and manufacturers	**3%**	**see price list**		**-10%**	**10%**

Vendor	Item	Comments
(AA)	**1**	**Aviat's repair prices are a flat rate. The Prices vary depending on the particular FRU that is being repaired.**
(AA)	**2**	**Aviat's repair prices are a flat rate. The Prices vary depending on the particular FRU that is being repaired.**
(AA)	**3**	**Please refer to the document 2B. Aviat Networks Detailed Pricing List-22-00038**
(AC)	**1-3**	**View Vendor 3 tab for discounts and prices**
(AE)	**2**	**Hourly rate, plus travel**
(AD)	**2**	**At our NJ location**
(AH)	**1**	**All radios and accessories in JVCKENWOOD USA Corporation's then current price catalog**
(AH)	**2**	**Per Hour**
(AH)	**3**	**All radios and accessories in JVCKENWOOD USA Corporation's then current price catalog**
(AI)	**2**	**Per Hour**
(AJ)	**2**	**Pricing for repair estimates at sites will be charged on an hourly rate**

***** 3 Items Total *****

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Vendor (AC) Attachment:

PO Box 2511
Keller, TX 76244
800-853-8165
817-546-8415
FAX
info@comlinktech.com

10-Mar-22

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement 20-00000-22-00038

WE ARE SUBMITTING THE FOLLOWING ADDITIONAL MANUFACTURERS AND DISCOUNTS FOR ITEMS THAT
WILL EITHER BE EQUAL TO THE MANUFACTURERS LISTED ON THE ITB OR CAN ENHANCE THE
PERFORMANCE TO THE RADIO COMMUNICATIONS EQUIPMENT.

No.	Manufacturer	Product Category	APC	Item	Short Description	% Discount
	ADVANCE CHARGER TECHNOLOGIES (ACT)	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	RADIO BATTERY CHARGERS AND CONDITIONERS	5%
	ADVANCETEC	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	RADIO BATTERY CHARGERS AND CONDITIONERS	5%
	CADEX	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	RADIO BATTERY CHARGERS AND CONDITIONERS	5%
	COMLINK WIRELESS TECHNOLOGIES	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	REPLACEMENT RADIO BATTERIES	25%
	ENDURA CHARGER	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	PORTABLE RADIO CHARGERS	15%
	IMPACT	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	PORTABLE RADIO CHARGERS	15%

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

LAIRD/LARSEN ANTENNAS	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**PROTABLE AND MOBILE RADIO ANTENNAS**	**15%**
LOGICS BATTERIES	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**FACTORY MUTUAL APPROVED RADIO BATTERIES**	**20%**
MOTOROLA SOLUTIONS INC	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**TWO-WAY RADIOS PARTS AND ACCESSORIES**	**10%**
OTTO ENGINEERING	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**AUDIO ACCESSORIES**	**10%**
PROCLIP CHARGERS	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**NO HOLES PROTABLE RADIO CHARGERS**	**10%**
PRYME AUDIO ACCESSORIES	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**SPEAKER MICS, SURVEILLIENCE KITS, LAPEL MICS ETC**	**20%**

PORTABLE RADIO SERVICE - FLAT RATE REPAIRS

RADIO PROGRAMMING	**$25**
LEVEL 1 RADIO REPAIR	**$110**
LEVEL 2 RADIO REPAIR	**$120**
LEVEL 3 RADIO REPAIR	**$130**
LEVEL 4 RADIO REPAIR	**$150**
LEVEL 5 RADIO REPAIR	**$215**

ADDITIONAL CHARGES APPLY FOR REPLACEMENT LCD SCREEN AND REPLACEMENT OF BROKEN RADIO CASES.

Vendor (AG) Attachment:

New Mexico ITB-20-00000-22-00038 Accessories Bid -Pricing									
Pricing Sheet (if multiple product offering please add additional rows in product category of offering).									
	Unit Pricing/Details				**Service**			**Warranty**	

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

TWO WAY BATTERY PRODUCT	Product Nun	List Price	Discoun Offered	Net Price	Service Include (Yes or	Service Type Design, Engineering, FSE, etc.)	Service Hourly Rate	Warranty OEM (Years/ Mos.)	Extended Warranty
HARRIS						**For Catalog click Blue link**			
Lith Poly P7100/P7200/P5100/P5200	**IPT-HA-2104-LiP**	**$129.00**	**30%**	**$90.30**	**NO**			**30 Month**	**NO**
Lith Poly P7300/P5300/XG25/XG75	**IPT-HAP7300P**	**$129.00**	**35%**	**$90.30**	**NO**			**30 Month**	**NO**
Lithium Ion XL200P	**IPT-HA-XL200P**	**$169.00**	**25%**	**$126.75**	**NO**			**12 Month**	**NO**
MOTOROLA						**For Catalog click Blue link**			
Li Poly XPR3000/7000/APPX1000/400	**IPT-MT-4409-LiP**	**$119.00**	**20%**	**$95.20**	**NO**			**30 Month**	**NO**
Lith Ion XPR3000/7000APX1000/4000	**IPT-MT-4409-IS**	**$239.00**	**30%**	**$167.30**	**NO**	**Intrinsically Safe**		**12 Month**	**NO**
Li Poly CP200/CP185/P400	**IPT-MT-4497-LiP**	**$99.00**	**20%**	**$79.20**	**NO**			**30 Month**	**NO**
Li Poly for XPR6550	**IPT-MT-6550-LiP**	**$109.00**	**30%**	**$76.30**	**NO**			**30 Month**	**NO**
Li Poly for APX6000/7000/8000	**IPT-MT-7038-LiP**	**$159.00**	**30%**	**$111.30**	**NO**			**30 Month**	**NO**
Li Poly for XTS3000/5000	**IPT-MT-8610-LiP**	**$129.00**	**30%**	**$90.30**	**NO**			**30 Month**	**NO**
Li Poly for XTS1500/2500/HT1250/750	**IPT-MT-9858-LiP**	**$129.00**	**30%**	**$90.30**	**NO**			**30 Month**	**NO**
NiMh for MT2000/HT1000	**IPT-MT-7144M27**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
NiMh for XTS3000/5000	**IPT-MT-8299M40**	**$85.00**	**25%**	**$63.75**	**NO**			**12 Month**	**NO**
NiMh for HT1250/750	**IPT-MT-9009M27**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
NiMh for XTS1500/2500	**IPT-MT-9858M27**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
NiMh for XPR6550	**IPT-MT-4065M16**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
Lithium Ion for XPR6550	**IPT-MT-4066Li18**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
Lithium Ion for HT1250/Ht750	**IPT-MT-9013li18**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
KENWOOD						**For Catalog click Blue link**			
NiMh for TK238/260/261/270/272/278	**IPT-KNB15M22**	**$48.75**	**10%**	**$43.87**	**NO**			**12 Month**	**NO**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

NiMh for TK360/372/373/378/382/388	**IPT-KNB 15M22**	**$48.75**	**10%**	**$43.87**	**NO**			**12 Month**	**NO**
NiMh for TK180/190/280/290/380/390	**IPT-KNB 17M22**	**$51.25**	**10%**	**$46.13**	**NO**			**12 Month**	**NO**
NiMh for TK480/481/490	**IPT-KNB 17M22**	**$51.25**	**10%**	**$46.13**	**NO**			**12 Month**	**NO**
NiMh for TK2140/2160/2168/2170	**IPT-KNB 26M22**	**$58.75**	**10%**	**$52.87**	**NO**			**12 Month**	**NO**
NiMh for TK2360/3140/3148/3160	**IPT-KNB 26M22**	**$58.75**	**10%**	**$52.87**	**NO**			**12 Month**	**NO**
NiMh for TK3168/3170/3173/3360	**IPT-KNB 26M22**	**$58.75**	**10%**	**$52.87**	**NO**			**12 Month**	**NO**
NiMh for NX220/320/420	**IPT-KNB 26M22**	**$58.75**	**10%**	**$52.87**	**NO**			**12 Month**	**NO**
NiMh for TK3130/3131	**IPT-KNB 27M14**	**$30.00**	**10%**	**$27.00**	**NO**			**12 Month**	**NO**
NiMh for TK2200/2300/2400/3200	**IPT-KNB 29M23**	**$52.65**	**10%**	**$47.39**	**NO**			**12 Month**	**NO**
NiMh for TK3300/3400/NX240/340	**IPT-KNB 29M23**	**$52.65**	**10%**	**$47.39**	**NO**			**12 Month**	**NO**
NiMh for NX200/210/300/410/411	**IPT-KNB 32M27**	**$46.25**	**10%**	**$41.62**	**NO**			**12 Month**	**NO**
Lithium Ion for NX200/210/300/410	**IPT-KNB 32Li32**	**$73.40**	**10%**	**$66.06**	**NO**			**12 Month**	**NO**
Lithium Ion for TK2180/3180/5120	**IPT-KNB 32Li32**	**$73.40**	**10%**	**$66.06**	**NO**			**12 Month**	**NO**
Lithium Ion for TK5310/5410	**IPT-KNB 32Li32**	**$73.40**	**10%**	**$66.06**	**NO**			**12 Month**	**NO**
Lithium Ion for TK2140/2160/2168	**IPT-KNB 35Li24**	**$63.75**	**10%**	**$57.38**	**NO**			**12 Month**	**NO**
Lithium Ion for TK3180/3189/5120	**IPT-KNB 35Li24**	**$63.75**	**10%**	**$57.38**	**NO**			**12 Month**	**NO**
Lithium Ion for TK5210/5310/5410	**IPT-KNB 35Li24**	**$63.75**	**10%**	**$57.38**	**NO**			**12 Month**	**NO**
Lithium Ion for NX240/340	**IPT-KNB 45Li24**	**$66.75**	**10%**	**$60.07**	**NO**			**12 Month**	**NO**
Lithium Ion for TK2200/2300/2400	**IPT-KNB 45Li24**	**$66.75**	**10%**	**$60.07**	**NO**			**12 Month**	**No**
Ilithium Ion for TK3200/3300/3400	**IPT-KNB 45Li24**	**$66.75**	**10%**	**$60.07**	**NO**			**12 Month**	**NO**
Lithium Ion for NX300/300	**IPT-KNB 48Li26**	**$70.15**	**10%**	**$63.14**	**NO**			**12 Month**	**NO**
Lithium Ion for TK5220/5320	**IPT-KNB 48li26**	**$70.15**	**10%**	**$63.14**	**NO**			**12 Month**	**NO**
Lithium Poly for NX200/300/210/410	**IPT-KNB 43LiP36**	**$87.50**	**10%**	**$78.75**	**NO**			**30 Month**	**NO**
Lithium Poly for TK3180/3189/5120	**IPT-KNB 43LiP36**	**$87.50**	**10%**	**$78.75**	**NO**			**30 Month**	**NO**
Lithium Poly for TK5210/5310/5410	**IPT-KNB 43LiP36**	**$87.50**	**10%**	**$78.75**	**NO**			**30 month**	**NO**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

IPS - Parking Meter Battery									
IPS M5 Parking Meter Battery	**IPT-GL327ALIS**	**$35.00**	**15%**	**$29.75**	**NO**			**12 month**	**NO**
HARRIS CHARGERS									
Tri Chem Single Bay P7100 and comp	**IPT-HA-2104C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay for P7100 and Comp	**IPT-HA-2104C-6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
MOTOROLA CHARGERS									
Tri Chem Single Bay XTS1500/2500	**IPT-MC-8610C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay XTS3000/5000	**IPT-MC-8610C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chen 6 Bay for XTS1500/2500	**IPT-MC-8610C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay XTS3000/5000	**IPT-MC-8610C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay for HT1250/750	**IPT-MC-9013C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay MT2000/HT1000	**IPT-MC-8610C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay HT1250/750	**IPT-MC-9013C6**	**$599.00**	**20%**	**$279.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay MT2000/HT1000	**IPT-MC-8610C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay XPR6550	**IPT-MC-4065C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay XPR6550	**IPT-MC-4065C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay XPR3500/7500	**IPT-MC-4065C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay XPR3500/7500	**IPT-MC-4065C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay for CP200 & Comp	**IPT-MC-4497C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay CP200 and Comp	**IPT-MC-4497C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay APX1000/4000	**IPT-MC-4065C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay APX1000/4000	**IPT-MC-4065C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay APX6000/7/8	**IPT-MC-7038C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay APX6000/7000/8000	**IPT-MC-7038C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem DC Travel Charger (all)	**IPT-MC-VCHG**	**$159.00**	**20%**	**$127.20**	**NO**			**18 Month**	**NO**

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

NOTE: Some items may not be in catalog link. Call for specification sheet.:									
Insert Product Description									
Insert Product Description									
Insert Product Description									

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Envelope Originator:
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Santa Fe, NM 87508
Raelynn.Lujan@state.nm.us
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Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to valerie.paulk@state.nm.us Using IP Address: 97.123.188.71 Signed using mobile	Sent: 4/25/2022 11:34:44 AM Viewed: 4/25/2022 11:41:02 AM Signed: 4/25/2022 11:41:31 AM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	4/25/2022 10:18:04 AM
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Signing Complete	Security Checked	4/25/2022 11:41:31 AM
Completed	Security Checked	4/25/2022 11:41:31 AM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

Exhibit "C"

City of Las Cruces

EXISTING CONTRACT PURCHASE AGREEMENT

NEW MEXICO STATE PURCHASING DIVISION
CONTRACT NO. 20-00000-22-00038

RADIO PARTS AND REPAIR

Pursuant to terms and conditions of NEW MEXICO STATE PURCHASING DIVISION (NMSPD) Contract No. 20-00000-22-00038, BID No. 20-00000-22-00038 dated April 25, 2022, between the NMSPD and COMLINK WIRELESS TECH, INC. (CONTRACTOR), as amended and incorporated herein by reference, the City of Las Cruces (CITY) and CONTRACTOR hereby agree on this _____ day of January, 2023, as follows:

1. This Purchase Agreement is intended to be an Existing Contract Purchase Agreement in accordance with LCMC Chapter 24, Article VII, Sec. 24-316.

2. In a satisfactory and proper manner, the CONTRACTOR shall deliver products / perform services pursuant to NMSPD Contract No. 20-00000-22-00038, as set forth in Attachment A, attached hereto and made a part of this Agreement.

3. The effective period of this Agreement shall coexist with NMSPD Contract No. 20-00000-22-00038.

4. In consideration for the satisfactory delivery of products / services, the CONTRACTOR shall be compensated pursuant to the cost terms of NMSPD Contract No. 20-00000-22-00038. Cost of delivered product / services shall be paid by CITY within 30 days upon receipt of undisputed invoice.

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

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

7. That in the event any of the provisions of this Contract are violated by the Contractor or by any of his Subcontractors, the City may serve written notice upon the Contractor and, if a surety exists, upon the surety of its intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the

Contract; and, unless within ten (10) days after and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. On the event of any such termination, if a surety exists, the City shall immediately serve notice thereof upon the surety who shall have the right to take over and perform the Contract, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of the mailing of such surety of notice of termination, the City may take over the work and prosecute the same to completion by the Contract for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the City for any excess cost occasioned the City thereby; and in such event, the City may take possession of and utilize in completing the work, such materials, appliances, and plans as may be on the site of the work and necessary therefore. This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the City, for its convenience or because the project has been permanently abandoned, but only upon fifteen (15) calendar days written notice to Contractor.

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

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

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

11. The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement,

and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

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

COMLINK WIRELESS TECH, INC.

BY: _____
Name
Title

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Interim Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 12/16/2022
City Attorney

Revised: August 2022

Attachment A

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
10 Awarded Vendors- Please refer to pages 6 and 7 for details

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

Invoice:
As Requested at Time of Order

Price Agreement Number**:** **20-00000-22-00038**

Payment Terms**:** **Net 30**

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

Delivery**:** **See pages 6 and 7**

Procurement Specialist**:** **Raelynn Lujan** RL

Telephone No.**:** **(505) 670-1561**

Email: **raelynn.lujan@state.nm.us**

Title**:** **Radio Parts and Repair**

Term**:** **April 25, 2022 thru April 24, 2023**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Date: 4/25/2022

Mark Hayden, New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

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the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of

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any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This

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provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Awarded Vendors:

(AA) 0000089975
AVIAT US, Inc.
Dept CH 16534
Palatine, IL 60055-6434 Delivery: 7-9 weeks
(949) 707-2710
hermogenes.decano@aviatnet.com

(AB) 0000051480
Advanced Communication and Electro
2417 Baylor Dr. SE
Albuquerque, NM 87106 Delivery: 15 days typical
(505) 244-3321
service@advtwoway.com; sales@advtwoyway.com

(AC) 0000108698
Comlink Wireless Tech., Inc.
PO Box 2511
Keller TX 76244 Delivery: 7-10 days ARO
(817) 301-3060
info@comlinktech.com

(AD) 0000054703
Durham Communications, Inc.
725 W. Commerce Ave. #105
Gilbert, AZ 85322 Delivery: FOB Gilbert, AZ
(505) 819-7019, (800) 981-8875
Gene@dcicomm.com; Jeff@dcicomm.com

(AE) 0000095679
E.F. Johnson Company
1440 Corporate Drive
Irving TX 75038
(972) 819-0700
orders@efji.com; techsupport@efji.com
Delivery: Purchase Orders are processed individually based on customer LMR requirements. Most in stock items are shipped with two weeks of PO, however items requiring specialized programming or build may require up to 16 weeks ARO.

(AF) 0000010372
Holzberg Communications, Inc.
PO Box 322,
Totowa, NJ 07511 Delivery: 15 Days ARO
(800) 654-9550, (973) 389-9600
holzberg@juno.com

(AG) 0000129335
Impact Power Technologies LLC
145 Wood Road
Braintree, MA 02184 Delivery: Our battery products are Stock - 4 weeks lead time ARO
(781) 752-1202, (772) 210-2286
clynam@impactpowertech.com

DocuSign Envelope ID: 98AB2102-8FCC-40AA-8F73-29783DD57B53

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

(AH) 0000084376
JVCKENWOOD USA Corporation
PO Box 22745
Long Beach, CA 90801-5745 Delivery: 60-90 days ARO
(310) 639-9000
sholliman@us.jvckenwood.com

(AI) 0000091384
Las Cruces Radio Center
4970 Black Quartz Road
Las Cruces, NM 88011 Delivery: As Requested
(575) 523-1077
sales@lcradio.com; radiosales@lcradio.com

(AJ) 0000086640
R.T.C., Inc.
300 E. Sunset Rd.
El Paso, TX. 79922 Delivery: 1-12 weeks depending on part availability
(915) 584-6646
mercy@rtcinc.org; omar@rtcinc.org

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Specifications:
Establish a Statewide Price Agreement for communications, radio equipment parts & repair throughout the state of New Mexico. Under the terms and conditions of this Price Agreement, all State of New Mexico Agencies, Commissions, Institutions, Political Sub-divisions and Local Bodies may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each other issued hereunder.

Term:
The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Vendors submitting bids must be authorized employees of the company they represent and can fulfill all applicable warranties and technical support services.

The State of New Mexico reserves the right to obtain quotes from any and all successful bidders for particular communications equipment, parts and repairs and award the job to a contractor based on price, schedule and ability to perform satisfactorily.

Tax Note:
Price shall not include state gross receipts tax or local option tax(es). Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

Bidding Information:
The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any Vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be submitted by the Vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

All materials provided shall be guaranteed by the contractor against mechanical, electrical and workmanship defects. In the event defects become evident within the warranty period, the contractor shall furnish replacement parts and materials at no additional cost to the state. The warranty period shall commence with the date of the communications radio and/or equipment repair acceptance and remain in effect for at least one (1) calendar year, except for expendable items.

The contractor shall provide, within the warranty period and the bid price, the necessary parts, labor and transportation to maintain the equipment in sufficient state of repair to continue system performance in compliance with the specification contained herein.

Bid Review:
State Purchasing Division (SPD) shall perform a bid analysis of all bids received for this Invitation to Bid. This includes a determination of qualification in accordance with the technical standards and requirements of the specifications. The analysis and recommendation for award will be at the discretion of the SPD for final determination and awarding.

Shipping:
All items on the contract must include prepaid shipping costs. All equipment purchased by the Communications Division will be shipped to the applicable address.

Warranty:
For all warranty repairs the contractor will pay the shipping cost to the contractor’s repair facility and must pay the return shipping cost to the appropriate using entity in the State of New Mexico.

For all out-of-warranty repairs the Department of Information Technology will pay the shipping costs for both directions.

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The equipment will be purchased, repaired and returned to the Communications Division's prepaid address below:

Office of Communications- DoIT
Law Enforcement Complex
4491 South Cerrillos Road.
Santa Fe, New Mexico 87505

Agencies and Local Public Bodies not required to go through DoIT, shall make shipping arrangements at the time of order.

The Department of Information Technology has designated a Procurement Manager who is responsible for the conduct of this procurement and whose name is listed below:

Michael Rohrbacher
Director of Public Safety Communications
505-476-3158 office
505-827-2325
Prospective bidders may contact only the procurement manager regarding the procurement. Other State employees do not have the authority to respond in behalf of the Public Safety Communications Division.

The State of New Mexico requires a minimum fixed percentage discount from the manufactures depot rate and products. Equipment, repairs, parts and accessories may be listed on a services catalog, flash-drive, or CD-ROM. At this time it is impossible to list all the specific individual components that may be required for repair and maintenance.

All equipment, parts and accessories purchased or used for repair must be new factory parts; no substitutes will be accepted.

Categories of equipment repair required include, but are not limited to:

Microwave communications equipment, power amplifiers, mobile and portable radios, vehicular repeaters, telemetry units, repeaters, communications control heads, base stations, satellite antenna dome repair, communications consoles, communications circuit board repair, microwave transmission line dehydrators, power rectifiers and power supplies, etc.

Minimum Specifications

Contractors may utilize subcontractors for various portions of the repair work.

Bidders should list in-house resources and tasks to be subcontracted. All work performed either in-house or by subcontractor is the sole responsibility of the awarded contractor.

In all cases the successful bidders will be solely responsible for the proper completion of repair work.

All work is to be completed by a fully qualified engineer and/or technician.

All work and/or repair must be completed in compliance with the manufactures specifications.

Contractor shall be responsible for the physical security of his own property and that of the State of New Mexico, which is in the contractor's custody.

Contractor will be responsible for obtaining any bonding, licensing and training which may be required to complete the repairs.

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Contractor may be required to purchase bonding, including but not limited to material and labor bonds, performance bonds, bid bonds.
Contractor may be required to provide proof of insurance including but not limited to comprehensive general liability, personal injury, owner's protective liability, comprehensive automobile liability and workman's compensation.

Contractor must be able to supply all materials and labor to complete a repair. The Department of Information Technology, Public Safety Communications Division may at their discretion, supply some materials for any given project.

By submitting a bid the vendor acknowledges that they are either an authorized representative of the manufacturer for the type of equipment submitted and can fulfill all factory warranties and technical services required.

Payments and Invoicing:

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

Payment Terms**: Net 30**

F.O.B.**: Destination**
Method of Award
Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154 the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to insure availability and timely delivery. Awards will be made to meet the best interests of the State of New Mexico.

Escalation/De-escalation Clause:
In the event of a product cost increase, an escalation request will be reviewed and approved by SPD on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well shall apply. If the vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases and/or decreases will not be retroactive to orders already in-house or back-ordered. Orders will be filled at the price in effect of the date of the receipt of the order by the awarded vendor.

All requests for price increases must include the following information from the vendor:

1) Agreement Item Number
2) Current Item Price
3) Proposed New Price
4) Percentage of Increase

For escalations awarded, vendor must also supply a current Letter from the Manufacture addressed to the vendor. The letter must state that they are increasing the price from the factory to the vendor, as well as the reason for the increase. For a price decrease, a letter from the vendor will be sufficient.
SPD upon review of an escalation or decrease request may require additional supporting documentation prior to awarding. Final determination on the approval or disapproval of the escalation or decrease request will be made by SPD.

***** End of Specifications *****

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Awarded Vendors: (AA) thru (AE)

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
1			**Discount from Prices Listed for Items in Parts Catalog from Manufactures (Vendors may opt to provide individual discounts for each manufacturer or product offered)**					
	1	% Discount	Alcatel		**5%**			
	1	% Discount	Andrew		**10%**		**10%**	
	1	% Discount	Aviat	**%Varies**	**5%**			
	1	% Discount	CSS-Mindshare		**5%**			
	1	% Discount	EF Johnson		**15%**		**10%**	**20%**
	1	% Discount	ELETK Rectifier		**5%**			
	1	% Discount	General Electric (GE)		**15%**			
	1	% Discount	Harris		**10%**		**10%**	
	1	% Discount	ICOM		**8%**		**10%**	
	1	% Discount	InfoSat		**8%**			
	1	% Discount	Kenwood LMR		**15%**		**10%**	**20%**
	1	% Discount	Kenwood Systems		**10%**		**10%**	**20%**
	1	% Discount	M/A Com		**10%**		**10%**	
	1	% Discount	Midland		**10%**			
	1	% Discount	Motorola		**15%**			
	1	% Discount	Motorola		**15%**			
	1	% Discount	Proxim		**10%**			
	1	% Discount	Pyramid Communications		**10%**			
	1	% Discount	Tait		**10%**		**10%**	
	1	% Discount	Unication USA		**8%**			
	1	% Discount	Zetron		**3%**		**10%**	
	1	% Discount	All other makes, models, and manufacturers		**5%**	**%Varies**	**5%**	
2			**Hourly Rate for Repairs (Vendors may opt to provide hourly rates or flat rates depending on the type of device or class of service offered)**					
	1	Hr.	Alcatel		**$150.00**			
	1	Hr.	Andrew		**$150.00**		**$95 shop $760 on site**	
	1	Hr.	Aviat	**% Varies**	**$150.00**			

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
	1	Hr.	EF Johnson		**$150.00**		**$95 shop $760 on site**	**$225**
	1	Hr.	ELETK Rectifier		**$150.00**			
	1	Hr.	Engineer Daily On-Site Labor		**$150.00**		**$1560 Hr.**	
	1	Hr.	Engineer Hourly Labor Minimum 1 Hour		**$150.00**		**$195 Hr.**	
	1	Hr.	General Electric (GE)		**$150.00**			
	1	Hr.	ICOM		**$150.00**		**$95 shop $760 on site**	
	1	Hr.	InfoSat		**$150.00**			
	1	Hr.	Installer Hourly Labor Minimum 1 Hour		**$125.00**			
	1	Hr.	JVCKENWOOD USA		**$150.00**		**$95 shop $760 on site**	
	1	Hr.	Midland		**$150.00**			
	1	Hr.	Mobile Radio Installation		**$125.00**		**$80 Hr.**	
	1	Hr.	Motorola		**$150.00**			
	1	Hr.	On-Site Labor Rate (Customer Location)		**$150.00**		**$ 760 Hr.**	**$225**
	1	Hr.	Post Warranty Maintenance		**$150.00**			**$225**
	1	Hr.	Programming Flat Fee Per Radio Up To 16 Channels		**$75.00**		**$35**	
	1	Hr.	Programming-New Sale Flat Fee Per Radio Up To 16 Channels		**$75.00**		**$35**	
	1	Hr.	Proxim		**$150.00**			
	1	Hr.	Radio Programming		**$125.00**			**$225**
	1	Hr.	Repair Eval/Estimate Flat Fee Per Item		**$45.00**		**$95**	
	1	Hr.	Shop Supplies Bench Repair Per Unit Repaired		**$25.00**			
	1	Hr.	Software Installation		**$150.00**			**$225**
	1	Hr.	Standard Shop Installation		**$150.00**		**$80 Hr.**	**$225**
	1	Hr.	Standard Shop Labor Rate		**$150.00**		**$95 Hr.**	**$225**
	1	Hr.	Support Services		**$150.00**			**$225**
	1	Hr.	System Technologist		**$150.00**			**$225**
	1	Hr.	Tait		**$150.00**		**$95 shop $760 on site**	
	1	Hr.	Technician Daily On-Site Labor		**$150.00**		**$760 Hr.**	**$225**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
	1	Hr.	Technician Hourly Labor Minimum 1 Hour		**$150.00**		**$95 Hr.**	**$225**
	1	Hr.	Tower Climber Hourly Labor Min. 1 Ground Person Required		**$225.00**		**$175 Hr.**	
	1	Hr.	Tower Ground Person Hourly Labor Minimum 1 Hour		**$185.00**		**$125 Hr.**	
	1	Hr.	Training		**$150.00**		**$125 Hr.**	**$225**
	1	Hr.	All other makes, models, and manufacturers		**$150.00**	**% Varies**	**Same**	
3			**Percentage Discount for Accessories from Manufactures (Vendors may opt to include individual discounts for each manufacturer or product offered)**					
	1	% Discount	AdvanceTec		**5%**			
	1	% Discount	Alcatel		**5%**			
	1	% Discount	AlertSense		**3%**		**10%**	
	1	% Discount	Andrew		**5%**			
	1	% Discount	Asentria		**3%**			
	1	% Discount	Aviat	**40%**	**5%**			
	1	% Discount	Bendix King/ BK/ Reim		**10%**		**10%**	
	1	% Discount	Brother		**10%**			
	1	% Discount	Cambium		**5%**			
	1	% Discount	Ceragon		**5%**			
	1	% Discount	Code 3		**5%**			
	1	% Discount	Comscope		**5%**			
	1	% Discount	CSS Mindshare		**5%**			
	1	% Discount	David Clark		**3%**			
	1	% Discount	Dragon Wave		**3%**			
	1	% Discount	EF Johnson		**10%**		**10%**	**20%**
	1	% Discount	ELETK Rectifier		**5%**			
	1	% Discount	Eventide		**3%**			
	1	% Discount	Federal Signal		**5%**			
	1	% Discount	General Electric (GE)		**15%**			
	1	% Discount	Getac		**3%**			
	1	% Discount	GoRhino		**3%**			
	1	% Discount	Harris		**10%**			
	1	% Discount	Havis		**5%**		**10%**	
	1	% Discount	HP		**3%**			
	1	% Discount	Hutton		**5%**			
	1	% Discount	ICOM		**8%**		**10%**	

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
	1	% Discount	InfoSat		**8%**			
	1	% Discount	Integrated Tower Systems		**3%**			
	1	% Discount	JVCKENWOOD USA		**10%**		**10%**	
	1	% Discount	Kenwood		**10%**		**10%**	**20%**
	1	% Discount	Kenwood LMR		**10%**		**10%**	**20%**
	1	% Discount	L3		**10%**			
	1	% Discount	lnfoSat		**8%**		**10%**	
	1	% Discount	M/A Com		**10%**			
	1	% Discount	Midland		**10%**			
	1	% Discount	Motorola		**15%**			
	1	% Discount	Net Motion		**3%**			
	1	% Discount	Otto		**8%**			
	1	% Discount	Power Products		**10%**			
	1	% Discount	Proxim		**10%**			
	1	% Discount	Pyramid		**5%**			
	1	% Discount	Pyramid Com		**5%**			
	1	% Discount	Radwin		**10%**			
	1	% Discount	Raven		**5%**			
	1	% Discount	Relm/BK		**5%**		**10%**	
	1	% Discount	RSI		**5%**			
	1	% Discount	Ruckus		**5%**			
	1	% Discount	Sabre		**5%**			
	1	% Discount	Santa Cruz		**5%**			
	1	% Discount	Sense lynx		**5%**			
	1	% Discount	SetCom		**5%**			
	1	% Discount	SWAT911		**5%**			
	1	% Discount	Tait		**10%**		**10%**	
	1	% Discount	Talley		**3%**			
	1	% Discount	Telex		**5%**			
	1	% Discount	Tessco		**3%**			
	1	% Discount	ThermoBond		**2%**			
	1	% Discount	UHFDMR / VHFDMR		**5%**			
	1	% Discount	Unication		**8%**			
	1	% Discount	Whelen		**5%**			
	1	% Discount	Zetron		**3%**		**10%**	
	1	% Discount	All other makes, models, and manufacturers		**3%**	**%Varies**	**10%**	

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Awarded Vendors: (AF) thru (AJ)

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
1			**Discount from Prices Listed for Items in Parts Catalog from Manufactures (Vendors may opt to provide individual discounts for each manufacturer or product offered)**					
	1	% Discount	Alcatel	**5%**				**10%**
	1	% Discount	Andrew	**5%**			**-10%**	**10%**
	1	% Discount	Aviat	**3%**				**10%**
	1	% Discount	CSS-Mindshare	**3%**				**10%**
	1	% Discount	EF Johnson	**5%**				**10%**
	1	% Discount	ELETK Rectifier	**3%**				**10%**
	1	% Discount	General Electric (GE)	**3%**				**10%**
	1	% Discount	Harris	**3%**				**10%**
	1	% Discount	ICOM	**11%**			**-30%**	**10%**
	1	% Discount	InfoSat	**5%**				**10%**
	1	% Discount	Kenwood LMR	**11%**		**30%**		**10%**
	1	% Discount	Kenwood Systems	**11%**		**30%**		**10%**
	1	% Discount	M/A Com	**3%**				**10%**
	1	% Discount	Midland	**1%**				**10%**
	1	% Discount	Motorola	**26%**			**-10%**	**10%**
	1	% Discount	Motorola	**26%**				**10%**
	1	% Discount	Proxim	**1%**				**10%**
	1	% Discount	Pyramid Communications	**1%**				**10%**
	1	% Discount	Tait	**3%**				**10%**
	1	% Discount	Unication USA	**1%**				**10%**
	1	% Discount	Zetron	**1%**				**10%**
	1	% Discount	All other makes, models, and manufacturers	**3%**	**group 3**			**10%**
2			**Hourly Rate for Repairs (Vendors may opt to provide hourly rates or flat rates depending on the type of device or class of service offered)**					
	1	Hr.	Alcatel	**$ 95.00**				**$95.00**
	1	Hr.	Andrew	**$ 95.00**				**$95.00**
	1	Hr.	Aviat	**$ 95.00**				**$95.00**
	1	Hr.	EF Johnson	**$ 95.00**				**$95.00**
	1	Hr.	ELETK Rectifier	**$ 95.00**				**$95.00**
	1	Hr.	Engineer Daily On-Site Labor				**$1,200**	**$95.00**
	1	Hr.	Engineer Hourly Labor Minimum 1 Hour				$150	$95.00

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
	1	Hr.	General Electric (GE)	**$ 95.00**				**$95.00**
	1	Hr.	ICOM	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	InfoSat	**$ 95.00**				**$95.00**
	1	Hr.	Installer Hourly Labor Minimum 1 Hour				**$85**	**$95.00**
	1	Hr.	JVCKENWOOD USA	**$ 95.00**		**$135.00**		**$95.00**
	1	Hr.	Midland	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	Mobile Radio Installation				**$85**	**$95.00**
	1	Hr.	Motorola	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	On-Site Labor Rate (Customer Location)				**$85**	**$95.00**
	1	Hr.	Post Warranty Maintenance					**$95.00**
	1	Hr.	Programming Flat Fee Per Radio Up To 16 Channels	**$ 95.00**			**$65**	**$56.00**
	1	Hr.	Programming-New Sale Flat Fee Per Radio Up To 16 Channels	**$ 95.00**			**$25**	**$56.00**
	1	Hr.	Proxim	**$ 95.00**				**$95.00**
	1	Hr.	Radio Programming	**$ 95.00**			**$65**	**$80.00**
	1	Hr.	Repair Eval/Estimate Flat Fee Per Item	**$ 65.00**			**$15**	**47.50 - 95.00**
	1	Hr.	Shop Supplies Bench Repair Per Unit Repaired	**$ 95.00**			**$100**	**$95.00**
	1	Hr.	Software Installation				**$85**	**$95.00**
	1	Hr.	Standard Shop Installation				**$195**	**$95.00**
	1	Hr.	Standard Shop Labor Rate	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	Support Services	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	System Technologist					**$125.00**
	1	Hr.	Tait	**$150.00**				**$95.00**
	1	Hr.	Technician Daily On-Site Labor				**$1,200**	**$95.00**
	1	Hr.	Technician Hourly Labor Minimum 1 Hour				**$85**	**$95.00**
	1	Hr.	Tower Climber Hourly Labor Min. Ground Person Required				**$135**	**$142.50**
	1	Hr.	Tower Ground Person Hourly Labor Minimum 1 Hour				**$110**	**$95.00**
	1	Hr.	Training				**$85**	**$95.00**
	1	Hr.	All other makes, models, and manufacturers	**$ 95.00**			**$85**	**$95.00**
3			**Percentage Discount for Accessories from Manufactures (Vendors may opt to include individual discounts for each manufacturer or product offered)**					
	1	% Discount	AdvanceTec	**5%**				**10%**
	1	% Discount	Alcatel	**5%**				**10%**

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
	1	% Discount	AlertSense	**1%**				**10%**
	1	% Discount	Andrew	**5%**			**-10%**	**10%**
	1	% Discount	Asentria	**1%**				**10%**
	1	% Discount	Aviat	**3%**				**10%**
	1	% Discount	Bendix King/ BK/ Reim	**5%**				**10%**
	1	% Discount	Brother	**1%**				**10%**
	1	% Discount	Cambium	**1%**			**-10%**	**10%**
	1	% Discount	Ceragon	**1%**				**10%**
	1	% Discount	Code 3	**3%**				**10%**
	1	% Discount	Comscope	**5%**			**-10%**	**10%**
	1	% Discount	CSS Mindshare	**3%**				**10%**
	1	% Discount	David Clark	**5%**				**10%**
	1	% Discount	Dragon Wave	**5%**				**10%**
	1	% Discount	EF Johnson	**5%**				**10%**
	1	% Discount	ELETK Rectifier	**3%**				**10%**
	1	% Discount	Eventide	**3%**				**10%**
	1	% Discount	Federal Signal	**3%**				**10%**
	1	% Discount	General Electric (GE)	**3%**				**10%**
	1	% Discount	Getac	**5%**				**10%**
	1	% Discount	GoRhino	**3%**				**10%**
	1	% Discount	Harris	**3%**				**10%**
	1	% Discount	Havis	**3%**				**10%**
	1	% Discount	HP	**1%**				**10%**
	1	% Discount	Hutton	**3%**				**10%**
	1	% Discount	ICOM	**11%**			**-30%**	**10%**
	1	% Discount	InfoSat	**5%**				**10%**
	1	% Discount	Integrated Tower Systems	**1%**				**10%**
	1	% Discount	JVCKENWOOD USA	**11%**		**30%**		**10%**
	1	% Discount	Kenwood	**11%**		**30%**		**10%**
	1	% Discount	Kenwood LMR	**11%**		**30%**		**10%**
	1	% Discount	L3	**1%**				**10%**
	1	% Discount	lnfoSat	**5%**				**10%**
	1	% Discount	M/A Com	**3%**				**10%**
	1	% Discount	Midland	**1%**				**10%**
	1	% Discount	Motorola	**26%**			**-15%**	**15%**
	1	% Discount	Net Motion	**1%**				**10%**
	1	% Discount	Otto	**5%**				**10%**
	1	% Discount	Power Products	**5%**				**10%**
	1	% Discount	Proxim	**1%**				**10%**
	1	% Discount	Pyramid	**1%**				**10%**
	1	% Discount	Pyramid Com	**1%**				**10%**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
	1	% Discount	Radwin	**1%**				**10%**
	1	% Discount	Raven	**1%**				**10%**
	1	% Discount	Relm/BK	**5%**				**10%**
	1	% Discount	RSI	**1%**				**10%**
	1	% Discount	Ruckus	**1%**				**10%**
	1	% Discount	Sabre	**1%**				**10%**
	1	% Discount	Santa Cruz	**1%**				**10%**
	1	% Discount	Sense lynx	**1%**				**10%**
	1	% Discount	SetCom	**1%**				**10%**
	1	% Discount	SWAT911	**1%**				**10%**
	1	% Discount	Tait	**3%**				**10%**
	1	% Discount	Talley	**3%**				**10%**
	1	% Discount	Telex	**3%**				**10%**
	1	% Discount	Tessco	**3%**				**10%**
	1	% Discount	ThermoBond	**1%**				**10%**
	1	% Discount	UHFDMR / VHFDMR	**1%**				**10%**
	1	% Discount	Unication	**1%**				**10%**
	1	% Discount	Whelen	**1%**				**10%**
	1	% Discount	Zetron	**1%**				**10%**
	1	% Discount	All other makes, models, and manufacturers	**3%**	**see price list**		**-10%**	**10%**

Vendor	Item	Comments
(AA)	**1**	**Aviat's repair prices are a flat rate. The Prices vary depending on the particular FRU that is being repaired.**
(AA)	**2**	**Aviat's repair prices are a flat rate. The Prices vary depending on the particular FRU that is being repaired.**
(AA)	**3**	**Please refer to the document 2B. Aviat Networks Detailed Pricing List-22-00038**
(AC)	**1-3**	**View Vendor 3 tab for discounts and prices**
(AE)	**2**	**Hourly rate, plus travel**
(AD)	**2**	**At our NJ location**
(AH)	**1**	**All radios and accessories in JVCKENWOOD USA Corporation's then current price catalog**
(AH)	**2**	**Per Hour**
(AH)	**3**	**All radios and accessories in JVCKENWOOD USA Corporation's then current price catalog**
(AI)	**2**	**Per Hour**
(AJ)	**2**	**Pricing for repair estimates at sites will be charged on an hourly rate**

***** 3 Items Total *****

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Vendor (AC) Attachment:

PO Box 2511
Keller, TX 76244
800-853-8165
817-546-8415
FAX
info@comlinktech.com

10-Mar-22

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement 20-00000-22-00038

WE ARE SUBMITTING THE FOLLOWING ADDITIONAL MANUFACTURERS AND DISCOUNTS FOR ITEMS THAT
WILL EITHER BE EQUAL TO THE MANUFACTURERS LISTED ON THE ITB OR CAN ENHANCE THE
PERFORMANCE TO THE RADIO COMMUNICATIONS EQUIPMENT.

No.	Manufacturer	Product Category	APC	Item	Short Description	% Discount
	ADVANCE CHARGER TECHNOLOGIES (ACT)	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	RADIO BATTERY CHARGERS AND CONDITIONERS	5%
	ADVANCETEC	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	RADIO BATTERY CHARGERS AND CONDITIONERS	5%
	CADEX	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	RADIO BATTERY CHARGERS AND CONDITIONERS	5%
	COMLINK WIRELESS TECHNOLOGIES	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	REPLACEMENT RADIO BATTERIES	25%
	ENDURA CHARGER	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	PORTABLE RADIO CHARGERS	15%
	IMPACT	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	PORTABLE RADIO CHARGERS	15%

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

LAIRD/LARSEN ANTENNAS	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**PROTABLE AND MOBILE RADIO ANTENNAS**	**15%**
LOGICS BATTERIES	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**FACTORY MUTUAL APPROVED RADIO BATTERIES**	**20%**
MOTOROLA SOLUTIONS INC	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**TWO-WAY RADIOS PARTS AND ACCESSORIES**	**10%**
OTTO ENGINEERING	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**AUDIO ACCESSORIES**	**10%**
PROCLIP CHARGERS	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**NO HOLES PROTABLE RADIO CHARGERS**	**10%**
PRYME AUDIO ACCESSORIES	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**SPEAKER MICS, SURVEILLIENCE KITS, LAPEL MICS ETC**	**20%**

PORTABLE RADIO SERVICE - FLAT RATE REPAIRS

RADIO PROGRAMMING	**$25**
LEVEL 1 RADIO REPAIR	**$110**
LEVEL 2 RADIO REPAIR	**$120**
LEVEL 3 RADIO REPAIR	**$130**
LEVEL 4 RADIO REPAIR	**$150**
LEVEL 5 RADIO REPAIR	**$215**

ADDITIONAL CHARGES APPLY FOR REPLACEMENT LCD SCREEN AND REPLACEMENT OF BROKEN RADIO CASES.

Vendor (AG) Attachment:

New Mexico ITB-20-00000-22-00038 Accessories Bid -Pricing									
Pricing Sheet (if multiple product offering please add additional rows in product category of offering).									
	Unit Pricing/Details				**Service**			**Warranty**	

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

TWO WAY BATTERY PRODUCT	Product Nun	List Price	Discoun Offered	Net Price	Service Include (Yes or	Service Type Design, Engineering, FSE, etc.)	Service Hourly Rate	Warranty OEM (Years/ Mos.)	Extended Warranty
HARRIS						**For Catalog click Blue link**			
Lith Poly P7100/P7200/P5100/P5200	**IPT-HA-2104-LiP**	**$129.00**	**30%**	**$90.30**	**NO**			**30 Month**	**NO**
Lith Poly P7300/P5300/XG25/XG75	**IPT-HAP7300P**	**$129.00**	**35%**	**$90.30**	**NO**			**30 Month**	**NO**
Lithium Ion XL200P	**IPT-HA-XL200P**	**$169.00**	**25%**	**$126.75**	**NO**			**12 Month**	**NO**
MOTOROLA						**For Catalog click Blue link**			
Li Poly XPR3000/7000/APPX1000/400	**IPT-MT-4409-LiP**	**$119.00**	**20%**	**$95.20**	**NO**			**30 Month**	**NO**
Lith Ion XPR3000/7000APX1000/4000	**IPT-MT-4409-IS**	**$239.00**	**30%**	**$167.30**	**NO**	**Intrinsically Safe**		**12 Month**	**NO**
Li Poly CP200/CP185/P400	**IPT-MT-4497-LiP**	**$99.00**	**20%**	**$79.20**	**NO**			**30 Month**	**NO**
Li Poly for XPR6550	**IPT-MT-6550-LiP**	**$109.00**	**30%**	**$76.30**	**NO**			**30 Month**	**NO**
Li Poly for APX6000/7000/8000	**IPT-MT-7038-LiP**	**$159.00**	**30%**	**$111.30**	**NO**			**30 Month**	**NO**
Li Poly for XTS3000/5000	**IPT-MT-8610-LiP**	**$129.00**	**30%**	**$90.30**	**NO**			**30 Month**	**NO**
Li Poly for XTS1500/2500/HT1250/750	**IPT-MT-9858-LiP**	**$129.00**	**30%**	**$90.30**	**NO**			**30 Month**	**NO**
NiMh for MT2000/HT1000	**IPT-MT-7144M27**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
NiMh for XTS3000/5000	**IPT-MT-8299M40**	**$85.00**	**25%**	**$63.75**	**NO**			**12 Month**	**NO**
NiMh for HT1250/750	**IPT-MT-9009M27**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
NiMh for XTS1500/2500	**IPT-MT-9858M27**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
NiMh for XPR6550	**IPT-MT-4065M16**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
Lithium Ion for XPR6550	**IPT-MT-4066Li18**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
Lithium Ion for HT1250/Ht750	**IPT-MT-9013li18**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
KENWOOD						**For Catalog click Blue link**			
NiMh for TK238/260/261/270/272/278	**IPT-KNB15M22**	**$48.75**	**10%**	**$43.87**	**NO**			**12 Month**	**NO**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

NiMh for TK360/372/373/378/382/388	**IPT-KNB 15M22**	**$48.75**	**10%**	**$43.87**	**NO**			**12 Month**	**NO**
NiMh for TK180/190/280/290/380/390	**IPT-KNB 17M22**	**$51.25**	**10%**	**$46.13**	**NO**			**12 Month**	**NO**
NiMh for TK480/481/490	**IPT-KNB 17M22**	**$51.25**	**10%**	**$46.13**	**NO**			**12 Month**	**NO**
NiMh for TK2140/2160/2168/2170	**IPT-KNB 26M22**	**$58.75**	**10%**	**$52.87**	**NO**			**12 Month**	**NO**
NiMh for TK2360/3140/3148/3160	**IPT-KNB 26M22**	**$58.75**	**10%**	**$52.87**	**NO**			**12 Month**	**NO**
NiMh for TK3168/3170/3173/3360	**IPT-KNB 26M22**	**$58.75**	**10%**	**$52.87**	**NO**			**12 Month**	**NO**
NiMh for NX220/320/420	**IPT-KNB 26M22**	**$58.75**	**10%**	**$52.87**	**NO**			**12 Month**	**NO**
NiMh for TK3130/3131	**IPT-KNB 27M14**	**$30.00**	**10%**	**$27.00**	**NO**			**12 Month**	**NO**
NiMh for TK2200/2300/2400/3200	**IPT-KNB 29M23**	**$52.65**	**10%**	**$47.39**	**NO**			**12 Month**	**NO**
NiMh for TK3300/3400/NX240/340	**IPT-KNB 29M23**	**$52.65**	**10%**	**$47.39**	**NO**			**12 Month**	**NO**
NiMh for NX200/210/300/410/411	**IPT-KNB 32M27**	**$46.25**	**10%**	**$41.62**	**NO**			**12 Month**	**NO**
Lithium Ion for NX200/210/300/410	**IPT-KNB 32Li32**	**$73.40**	**10%**	**$66.06**	**NO**			**12 Month**	**NO**
Lithium Ion for TK2180/3180/5120	**IPT-KNB 32Li32**	**$73.40**	**10%**	**$66.06**	**NO**			**12 Month**	**NO**
Lithium Ion for TK5310/5410	**IPT-KNB 32Li32**	**$73.40**	**10%**	**$66.06**	**NO**			**12 Month**	**NO**
Lithium Ion for TK2140/2160/2168	**IPT-KNB 35Li24**	**$63.75**	**10%**	**$57.38**	**NO**			**12 Month**	**NO**
Lithium Ion for TK3180/3189/5120	**IPT-KNB 35Li24**	**$63.75**	**10%**	**$57.38**	**NO**			**12 Month**	**NO**
Lithium Ion for TK5210/5310/5410	**IPT-KNB 35Li24**	**$63.75**	**10%**	**$57.38**	**NO**			**12 Month**	**NO**
Lithium Ion for NX240/340	**IPT-KNB 45Li24**	**$66.75**	**10%**	**$60.07**	**NO**			**12 Month**	**NO**
Lithium Ion for TK2200/2300/2400	**IPT-KNB 45Li24**	**$66.75**	**10%**	**$60.07**	**NO**			**12 Month**	**No**
Ilithium Ion for TK3200/3300/3400	**IPT-KNB 45Li24**	**$66.75**	**10%**	**$60.07**	**NO**			**12 Month**	**NO**
Lithium Ion for NX300/300	**IPT-KNB 48Li26**	**$70.15**	**10%**	**$63.14**	**NO**			**12 Month**	**NO**
Lithium Ion for TK5220/5320	**IPT-KNB 48li26**	**$70.15**	**10%**	**$63.14**	**NO**			**12 Month**	**NO**
Lithium Poly for NX200/300/210/410	**IPT-KNB 43LiP36**	**$87.50**	**10%**	**$78.75**	**NO**			**30 Month**	**NO**
Lithium Poly for TK3180/3189/5120	**IPT-KNB 43LiP36**	**$87.50**	**10%**	**$78.75**	**NO**			**30 Month**	**NO**
Lithium Poly for TK5210/5310/5410	**IPT-KNB 43LiP36**	**$87.50**	**10%**	**$78.75**	**NO**			**30 month**	**NO**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

IPS - Parking Meter Battery									
IPS M5 Parking Meter Battery	**IPT-GL327ALIS**	**$35.00**	**15%**	**$29.75**	**NO**			**12 month**	**NO**
HARRIS CHARGERS									
Tri Chem Single Bay P7100 and comp	**IPT-HA-2104C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay for P7100 and Comp	**IPT-HA-2104C-6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
MOTOROLA CHARGERS									
Tri Chem Single Bay XTS1500/2500	**IPT-MC-8610C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay XTS3000/5000	**IPT-MC-8610C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chen 6 Bay for XTS1500/2500	**IPT-MC-8610C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay XTS3000/5000	**IPT-MC-8610C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay for HT1250/750	**IPT-MC-9013C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay MT2000/HT1000	**IPT-MC-8610C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay HT1250/750	**IPT-MC-9013C6**	**$599.00**	**20%**	**$279.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay MT2000/HT1000	**IPT-MC-8610C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay XPR6550	**IPT-MC-4065C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay XPR6550	**IPT-MC-4065C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay XPR3500/7500	**IPT-MC-4065C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay XPR3500/7500	**IPT-MC-4065C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay for CP200 & Comp	**IPT-MC-4497C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay CP200 and Comp	**IPT-MC-4497C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay APX1000/4000	**IPT-MC-4065C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay APX1000/4000	**IPT-MC-4065C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay APX6000/7/8	**IPT-MC-7038C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay APX6000/7000/8000	**IPT-MC-7038C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem DC Travel Charger (all)	**IPT-MC-VCHG**	**$159.00**	**20%**	**$127.20**	**NO**			**18 Month**	**NO**

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

NOTE: Some items may not be in catalog link. Call for specification sheet.:									
Insert Product Description									
Insert Product Description									
Insert Product Description									

DocuSign

Certificate Of Completion

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Source Envelope:
Document Pages: 24 Signatures: 1
Certificate Pages: 5 Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Raelynn Lujan
13 Bataan Blvd
Santa Fe, NM 87508
Raelynn.Lujan@state.nm.us
IP Address: 164.64.63.2

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Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Travis Dutton- Leyda Travis.Dutton-Leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to Travis.Dutton-Leyda@state.nm.us Using IP Address: 73.127.219.222	Sent: 4/25/2022 10:18:04 AM Viewed: 4/25/2022 10:33:21 AM Signed: 4/25/2022 10:33:29 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Raelynn Lujan raelynn.lujan@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to raelynn.lujan@state.nm.us Using IP Address: 76.18.69.157	Sent: 4/25/2022 10:33:32 AM Viewed: 4/25/2022 11:34:36 AM Signed: 4/25/2022 11:34:39 AM
Electronic Record and Signature Disclosure: Accepted: 6/26/2020 4:27:38 PM ID: 6aae9b5a-2aef-4297-a7b0-359c22309d31		
Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to valerie.paulk@state.nm.us Using IP Address: 97.123.188.71 Signed using mobile	Sent: 4/25/2022 11:34:44 AM Viewed: 4/25/2022 11:41:02 AM Signed: 4/25/2022 11:41:31 AM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	4/25/2022 10:18:04 AM
Certified Delivered	Security Checked	4/25/2022 11:41:02 AM
Signing Complete	Security Checked	4/25/2022 11:41:31 AM
Completed	Security Checked	4/25/2022 11:41:31 AM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

Exhibit "D"

City of Las Cruces

EXISTING CONTRACT PURCHASE AGREEMENT

NEW MEXICO STATE PURCHASING DIVISION
CONTRACT NO. 20-00000-22-00038

RADIO PARTS AND REPAIR

Pursuant to terms and conditions of NEW MEXICO STATE PURCHASING DIVISION (NMSPD) Contract No. 20-00000-22-00038, BID No. 20-00000-22-00038 dated April 25, 2022, between the NMSPD and HOLZBERG COMMUNICATIONS, INC. (CONTRACTOR), as amended and incorporated herein by reference, the City of Las Cruces (CITY) and CONTRACTOR hereby agree on this _____ day of January, 2023, as follows:

1. This Purchase Agreement is intended to be an Existing Contract Purchase Agreement in accordance with LCMC Chapter 24, Article VII, Sec. 24-316.

2. In a satisfactory and proper manner, the CONTRACTOR shall deliver products / perform services pursuant to NMSPD Contract No. 20-00000-22-00038, as set forth in Attachment A, attached hereto and made a part of this Agreement.

3. The effective period of this Agreement shall coexist with NMSPD Contract No. 20-00000-22-00038.

4. In consideration for the satisfactory delivery of products / services, the CONTRACTOR shall be compensated pursuant to the cost terms of NMSPD Contract No. 20-00000-22-00038. Cost of delivered product / services shall be paid by CITY within 30 days upon receipt of undisputed invoice.

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

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

7. That in the event any of the provisions of this Contract are violated by the Contractor or by any of his Subcontractors, the City may serve written notice upon the Contractor and, if a surety exists, upon the surety of its intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the

Contract; and, unless within ten (10) days after and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. On the event of any such termination, if a surety exists, the City shall immediately serve notice thereof upon the surety who shall have the right to take over and perform the Contract, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of the mailing of such surety of notice of termination, the City may take over the work and prosecute the same to completion by the Contract for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the City for any excess cost occasioned the City thereby; and in such event, the City may take possession of and utilize in completing the work, such materials, appliances, and plans as may be on the site of the work and necessary therefore. This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the City, for its convenience or because the project has been permanently abandoned, but only upon fifteen (15) calendar days written notice to Contractor.

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

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

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

11. The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement,

and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

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

HOLZBERG COMMUNICATIONS, INC.

BY: _____
Name
Title

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Interim Purchasing Manager

_____
Date

APPROVED AS TO FORM

12/16/2022
City Attorney

Revised: August 2022

Attachment A

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
10 Awarded Vendors- Please refer to pages 6 and 7 for details

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

Invoice:
As Requested at Time of Order

Price Agreement Number**:** **20-00000-22-00038**

Payment Terms**:** **Net 30**

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

Delivery**:** **See pages 6 and 7**

Procurement Specialist**:** **Raelynn Lujan** RL

Telephone No.**:** **(505) 670-1561**

Email: **raelynn.lujan@state.nm.us**

Title**:** **Radio Parts and Repair**

Term**:** **April 25, 2022 thru April 24, 2023**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Date: 4/25/2022

Mark Hayden, New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

DocuSign Envelope ID: 98AB2102-8FCC-40AA-8F73-29783DD57B53

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

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the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of

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any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This

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provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Awarded Vendors:

(AA) 0000089975
AVIAT US, Inc.
Dept CH 16534
Palatine, IL 60055-6434 Delivery: 7-9 weeks
(949) 707-2710
hermogenes.decano@aviatnet.com

(AB) 0000051480
Advanced Communication and Electro
2417 Baylor Dr. SE
Albuquerque, NM 87106 Delivery: 15 days typical
(505) 244-3321
service@advtwoway.com; sales@advtwoyway.com

(AC) 0000108698
Comlink Wireless Tech., Inc.
PO Box 2511
Keller TX 76244 Delivery: 7-10 days ARO
(817) 301-3060
info@comlinktech.com

(AD) 0000054703
Durham Communications, Inc.
725 W. Commerce Ave. #105
Gilbert, AZ 85322 Delivery: FOB Gilbert, AZ
(505) 819-7019, (800) 981-8875
Gene@dcicomm.com; Jeff@dcicomm.com

(AE) 0000095679
E.F. Johnson Company
1440 Corporate Drive
Irving TX 75038
(972) 819-0700
orders@efji.com; techsupport@efji.com
Delivery: Purchase Orders are processed individually based on customer LMR requirements. Most in stock items are shipped with two weeks of PO, however items requiring specialized programming or build may require up to 16 weeks ARO.

(AF) 0000010372
Holzberg Communications, Inc.
PO Box 322,
Totowa, NJ 07511 Delivery: 15 Days ARO
(800) 654-9550, (973) 389-9600
holzberg@juno.com

(AG) 0000129335
Impact Power Technologies LLC
145 Wood Road
Braintree, MA 02184 Delivery: Our battery products are Stock - 4 weeks lead time ARO
(781) 752-1202, (772) 210-2286
clynam@impactpowertech.com

DocuSign Envelope ID: 98AB2102-8FCC-40AA-8F73-29783DD57B53

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

(AH) 0000084376
JVCKENWOOD USA Corporation
PO Box 22745
Long Beach, CA 90801-5745 Delivery: 60-90 days ARO
(310) 639-9000
sholliman@us.jvckenwood.com

(AI) 0000091384
Las Cruces Radio Center
4970 Black Quartz Road
Las Cruces, NM 88011 Delivery: As Requested
(575) 523-1077
sales@lcradio.com; radiosales@lcradio.com

(AJ) 0000086640
R.T.C., Inc.
300 E. Sunset Rd.
El Paso, TX. 79922 Delivery: 1-12 weeks depending on part availability
(915) 584-6646
mercy@rtcinc.org; omar@rtcinc.org

DocuSign Envelope ID: 98AB2102-8FCC-40AA-8F73-29783DD57B53

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Specifications:
Establish a Statewide Price Agreement for communications, radio equipment parts & repair throughout the state of New Mexico. Under the terms and conditions of this Price Agreement, all State of New Mexico Agencies, Commissions, Institutions, Political Sub-divisions and Local Bodies may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each other issued hereunder.

Term:
The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Vendors submitting bids must be authorized employees of the company they represent and can fulfill all applicable warranties and technical support services.

The State of New Mexico reserves the right to obtain quotes from any and all successful bidders for particular communications equipment, parts and repairs and award the job to a contractor based on price, schedule and ability to perform satisfactorily.

Tax Note:
Price shall not include state gross receipts tax or local option tax(es). Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

Bidding Information:
The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any Vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be submitted by the Vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

All materials provided shall be guaranteed by the contractor against mechanical, electrical and workmanship defects. In the event defects become evident within the warranty period, the contractor shall furnish replacement parts and materials at no additional cost to the state. The warranty period shall commence with the date of the communications radio and/or equipment repair acceptance and remain in effect for at least one (1) calendar year, except for expendable items.

The contractor shall provide, within the warranty period and the bid price, the necessary parts, labor and transportation to maintain the equipment in sufficient state of repair to continue system performance in compliance with the specification contained herein.

Bid Review:
State Purchasing Division (SPD) shall perform a bid analysis of all bids received for this Invitation to Bid. This includes a determination of qualification in accordance with the technical standards and requirements of the specifications. The analysis and recommendation for award will be at the discretion of the SPD for final determination and awarding.

Shipping:
All items on the contract must include prepaid shipping costs. All equipment purchased by the Communications Division will be shipped to the applicable address.

Warranty:
For all warranty repairs the contractor will pay the shipping cost to the contractor's repair facility and must pay the return shipping cost to the appropriate using entity in the State of New Mexico.

For all out-of-warranty repairs the Department of Information Technology will pay the shipping costs for both directions.

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The equipment will be purchased, repaired and returned to the Communications Division's prepaid address below:

Office of Communications- DoIT
Law Enforcement Complex
4491 South Cerrillos Road.
Santa Fe, New Mexico 87505

Agencies and Local Public Bodies not required to go through DoIT, shall make shipping arrangements at the time of order.

The Department of Information Technology has designated a Procurement Manager who is responsible for the conduct of this procurement and whose name is listed below:

Michael Rohrbacher
Director of Public Safety Communications
505-476-3158 office
505-827-2325
Prospective bidders may contact only the procurement manager regarding the procurement. Other State employees do not have the authority to respond in behalf of the Public Safety Communications Division.

The State of New Mexico requires a minimum fixed percentage discount from the manufactures depot rate and products. Equipment, repairs, parts and accessories may be listed on a services catalog, flash-drive, or CD-ROM. At this time it is impossible to list all the specific individual components that may be required for repair and maintenance.

All equipment, parts and accessories purchased or used for repair must be new factory parts; no substitutes will be accepted.

Categories of equipment repair required include, but are not limited to:

Microwave communications equipment, power amplifiers, mobile and portable radios, vehicular repeaters, telemetry units, repeaters, communications control heads, base stations, satellite antenna dome repair, communications consoles, communications circuit board repair, microwave transmission line dehydrators, power rectifiers and power supplies, etc.

Minimum Specifications

Contractors may utilize subcontractors for various portions of the repair work.

Bidders should list in-house resources and tasks to be subcontracted. All work performed either in-house or by subcontractor is the sole responsibility of the awarded contractor.

In all cases the successful bidders will be solely responsible for the proper completion of repair work.

All work is to be completed by a fully qualified engineer and/or technician.

All work and/or repair must be completed in compliance with the manufactures specifications.

Contractor shall be responsible for the physical security of his own property and that of the State of New Mexico, which is in the contractor's custody.

Contractor will be responsible for obtaining any bonding, licensing and training which may be required to complete the repairs.

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Contractor may be required to purchase bonding, including but not limited to material and labor bonds, performance bonds, bid bonds.
Contractor may be required to provide proof of insurance including but not limited to comprehensive general liability, personal injury, owner's protective liability, comprehensive automobile liability and workman's compensation.

Contractor must be able to supply all materials and labor to complete a repair. The Department of Information Technology, Public Safety Communications Division may at their discretion, supply some materials for any given project.

By submitting a bid the vendor acknowledges that they are either an authorized representative of the manufacturer for the type of equipment submitted and can fulfill all factory warranties and technical services required.

Payments and Invoicing:

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

Payment Terms**: Net 30**

F.O.B.**: Destination**
Method of Award
Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154 the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to insure availability and timely delivery. Awards will be made to meet the best interests of the State of New Mexico.

Escalation/De-escalation Clause:
In the event of a product cost increase, an escalation request will be reviewed and approved by SPD on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well shall apply. If the vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases and/or decreases will not be retroactive to orders already in-house or back-ordered. Orders will be filled at the price in effect of the date of the receipt of the order by the awarded vendor.

All requests for price increases must include the following information from the vendor:

1) Agreement Item Number
2) Current Item Price
3) Proposed New Price
4) Percentage of Increase

For escalations awarded, vendor must also supply a current Letter from the Manufacture addressed to the vendor. The letter must state that they are increasing the price from the factory to the vendor, as well as the reason for the increase. For a price decrease, a letter from the vendor will be sufficient.
SPD upon review of an escalation or decrease request may require additional supporting documentation prior to awarding. Final determination on the approval or disapproval of the escalation or decrease request will be made by SPD.

***** End of Specifications *****

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Awarded Vendors: (AA) thru (AE)

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
1			**Discount from Prices Listed for Items in Parts Catalog from Manufactures (Vendors may opt to provide individual discounts for each manufacturer or product offered)**					
	1	% Discount	Alcatel		**5%**			
	1	% Discount	Andrew		**10%**		**10%**	
	1	% Discount	Aviat	**%Varies**	**5%**			
	1	% Discount	CSS-Mindshare		**5%**			
	1	% Discount	EF Johnson		**15%**		**10%**	**20%**
	1	% Discount	ELETK Rectifier		**5%**			
	1	% Discount	General Electric (GE)		**15%**			
	1	% Discount	Harris		**10%**		**10%**	
	1	% Discount	ICOM		**8%**		**10%**	
	1	% Discount	InfoSat		**8%**			
	1	% Discount	Kenwood LMR		**15%**		**10%**	**20%**
	1	% Discount	Kenwood Systems		**10%**		**10%**	**20%**
	1	% Discount	M/A Com		**10%**		**10%**	
	1	% Discount	Midland		**10%**			
	1	% Discount	Motorola		**15%**			
	1	% Discount	Motorola		**15%**			
	1	% Discount	Proxim		**10%**			
	1	% Discount	Pyramid Communications		**10%**			
	1	% Discount	Tait		**10%**		**10%**	
	1	% Discount	Unication USA		**8%**			
	1	% Discount	Zetron		**3%**		**10%**	
	1	% Discount	All other makes, models, and manufacturers		**5%**	**%Varies**	**5%**	
2			**Hourly Rate for Repairs (Vendors may opt to provide hourly rates or flat rates depending on the type of device or class of service offered)**					
	1	Hr.	Alcatel		**$150.00**			
	1	Hr.	Andrew		**$150.00**		**$95 shop $760 on site**	
	1	Hr.	Aviat	**% Varies**	**$150.00**			

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
	1	Hr.	EF Johnson		**$150.00**		**$95 shop $760 on site**	**$225**
	1	Hr.	ELETK Rectifier		**$150.00**			
	1	Hr.	Engineer Daily On-Site Labor		**$150.00**		**$1560 Hr.**	
	1	Hr.	Engineer Hourly Labor Minimum 1 Hour		**$150.00**		**$195 Hr.**	
	1	Hr.	General Electric (GE)		**$150.00**			
	1	Hr.	ICOM		**$150.00**		**$95 shop $760 on site**	
	1	Hr.	InfoSat		**$150.00**			
	1	Hr.	Installer Hourly Labor Minimum 1 Hour		**$125.00**			
	1	Hr.	JVCKENWOOD USA		**$150.00**		**$95 shop $760 on site**	
	1	Hr.	Midland		**$150.00**			
	1	Hr.	Mobile Radio Installation		**$125.00**		**$80 Hr.**	
	1	Hr.	Motorola		**$150.00**			
	1	Hr.	On-Site Labor Rate (Customer Location)		**$150.00**		**$ 760 Hr.**	**$225**
	1	Hr.	Post Warranty Maintenance		**$150.00**			**$225**
	1	Hr.	Programming Flat Fee Per Radio Up To 16 Channels		**$75.00**		**$35**	
	1	Hr.	Programming-New Sale Flat Fee Per Radio Up To 16 Channels		**$75.00**		**$35**	
	1	Hr.	Proxim		**$150.00**			
	1	Hr.	Radio Programming		**$125.00**			**$225**
	1	Hr.	Repair Eval/Estimate Flat Fee Per Item		**$45.00**		**$95**	
	1	Hr.	Shop Supplies Bench Repair Per Unit Repaired		**$25.00**			
	1	Hr.	Software Installation		**$150.00**			**$225**
	1	Hr.	Standard Shop Installation		**$150.00**		**$80 Hr.**	**$225**
	1	Hr.	Standard Shop Labor Rate		**$150.00**		**$95 Hr.**	**$225**
	1	Hr.	Support Services		**$150.00**			**$225**
	1	Hr.	System Technologist		**$150.00**			**$225**
	1	Hr.	Tait		**$150.00**		**$95 shop $760 on site**	
	1	Hr.	Technician Daily On-Site Labor		**$150.00**		**$760 Hr.**	**$225**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
	1	Hr.	Technician Hourly Labor Minimum 1 Hour		**$150.00**		**$95 Hr.**	**$225**
	1	Hr.	Tower Climber Hourly Labor Min. 1 Ground Person Required		**$225.00**		**$175 Hr.**	
	1	Hr.	Tower Ground Person Hourly Labor Minimum 1 Hour		**$185.00**		**$125 Hr.**	
	1	Hr.	Training		**$150.00**		**$125 Hr.**	**$225**
	1	Hr.	All other makes, models, and manufacturers		**$150.00**	**% Varies**	**Same**	
3			**Percentage Discount for Accessories from Manufactures (Vendors may opt to include individual discounts for each manufacturer or product offered)**					
	1	% Discount	AdvanceTec		**5%**			
	1	% Discount	Alcatel		**5%**			
	1	% Discount	AlertSense		**3%**		**10%**	
	1	% Discount	Andrew		**5%**			
	1	% Discount	Asentria		**3%**			
	1	% Discount	Aviat	**40%**	**5%**			
	1	% Discount	Bendix King/ BK/ Reim		**10%**		**10%**	
	1	% Discount	Brother		**10%**			
	1	% Discount	Cambium		**5%**			
	1	% Discount	Ceragon		**5%**			
	1	% Discount	Code 3		**5%**			
	1	% Discount	Comscope		**5%**			
	1	% Discount	CSS Mindshare		**5%**			
	1	% Discount	David Clark		**3%**			
	1	% Discount	Dragon Wave		**3%**			
	1	% Discount	EF Johnson		**10%**		**10%**	**20%**
	1	% Discount	ELETK Rectifier		**5%**			
	1	% Discount	Eventide		**3%**			
	1	% Discount	Federal Signal		**5%**			
	1	% Discount	General Electric (GE)		**15%**			
	1	% Discount	Getac		**3%**			
	1	% Discount	GoRhino		**3%**			
	1	% Discount	Harris		**10%**			
	1	% Discount	Havis		**5%**		**10%**	
	1	% Discount	HP		**3%**			
	1	% Discount	Hutton		**5%**			
	1	% Discount	ICOM		**8%**		**10%**	

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
	1	% Discount	InfoSat		**8%**			
	1	% Discount	Integrated Tower Systems		**3%**			
	1	% Discount	JVCKENWOOD USA		**10%**		**10%**	
	1	% Discount	Kenwood		**10%**		**10%**	**20%**
	1	% Discount	Kenwood LMR		**10%**		**10%**	**20%**
	1	% Discount	L3		**10%**			
	1	% Discount	lnfoSat		**8%**		**10%**	
	1	% Discount	M/A Com		**10%**			
	1	% Discount	Midland		**10%**			
	1	% Discount	Motorola		**15%**			
	1	% Discount	Net Motion		**3%**			
	1	% Discount	Otto		**8%**			
	1	% Discount	Power Products		**10%**			
	1	% Discount	Proxim		**10%**			
	1	% Discount	Pyramid		**5%**			
	1	% Discount	Pyramid Com		**5%**			
	1	% Discount	Radwin		**10%**			
	1	% Discount	Raven		**5%**			
	1	% Discount	Relm/BK		**5%**		**10%**	
	1	% Discount	RSI		**5%**			
	1	% Discount	Ruckus		**5%**			
	1	% Discount	Sabre		**5%**			
	1	% Discount	Santa Cruz		**5%**			
	1	% Discount	Sense lynx		**5%**			
	1	% Discount	SetCom		**5%**			
	1	% Discount	SWAT911		**5%**			
	1	% Discount	Tait		**10%**		**10%**	
	1	% Discount	Talley		**3%**			
	1	% Discount	Telex		**5%**			
	1	% Discount	Tessco		**3%**			
	1	% Discount	ThermoBond		**2%**			
	1	% Discount	UHFDMR / VHFDMR		**5%**			
	1	% Discount	Unication		**8%**			
	1	% Discount	Whelen		**5%**			
	1	% Discount	Zetron		**3%**		**10%**	
	1	% Discount	All other makes, models, and manufacturers		**3%**	**%Varies**	**10%**	

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Awarded Vendors: (AF) thru (AJ)

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
1			**Discount from Prices Listed for Items in Parts Catalog from Manufactures (Vendors may opt to provide individual discounts for each manufacturer or product offered)**					
	1	% Discount	Alcatel	**5%**				**10%**
	1	% Discount	Andrew	**5%**			**-10%**	**10%**
	1	% Discount	Aviat	**3%**				**10%**
	1	% Discount	CSS-Mindshare	**3%**				**10%**
	1	% Discount	EF Johnson	**5%**				**10%**
	1	% Discount	ELETK Rectifier	**3%**				**10%**
	1	% Discount	General Electric (GE)	**3%**				**10%**
	1	% Discount	Harris	**3%**				**10%**
	1	% Discount	ICOM	**11%**			**-30%**	**10%**
	1	% Discount	InfoSat	**5%**				**10%**
	1	% Discount	Kenwood LMR	**11%**		**30%**		**10%**
	1	% Discount	Kenwood Systems	**11%**		**30%**		**10%**
	1	% Discount	M/A Com	**3%**				**10%**
	1	% Discount	Midland	**1%**				**10%**
	1	% Discount	Motorola	**26%**			**-10%**	**10%**
	1	% Discount	Motorola	**26%**				**10%**
	1	% Discount	Proxim	**1%**				**10%**
	1	% Discount	Pyramid Communications	**1%**				**10%**
	1	% Discount	Tait	**3%**				**10%**
	1	% Discount	Unication USA	**1%**				**10%**
	1	% Discount	Zetron	**1%**				**10%**
	1	% Discount	All other makes, models, and manufacturers	**3%**	**group 3**			**10%**
2			**Hourly Rate for Repairs (Vendors may opt to provide hourly rates or flat rates depending on the type of device or class of service offered)**					
	1	Hr.	Alcatel	**$ 95.00**				**$95.00**
	1	Hr.	Andrew	**$ 95.00**				**$95.00**
	1	Hr.	Aviat	**$ 95.00**				**$95.00**
	1	Hr.	EF Johnson	**$ 95.00**				**$95.00**
	1	Hr.	ELETK Rectifier	**$ 95.00**				**$95.00**
	1	Hr.	Engineer Daily On-Site Labor				**$1,200**	**$95.00**
	1	Hr.	Engineer Hourly Labor Minimum 1 Hour				$150	$95.00

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
	1	Hr.	General Electric (GE)	**$ 95.00**				**$95.00**
	1	Hr.	ICOM	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	InfoSat	**$ 95.00**				**$95.00**
	1	Hr.	Installer Hourly Labor Minimum 1 Hour				**$85**	**$95.00**
	1	Hr.	JVCKENWOOD USA	**$ 95.00**		**$135.00**		**$95.00**
	1	Hr.	Midland	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	Mobile Radio Installation				**$85**	**$95.00**
	1	Hr.	Motorola	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	On-Site Labor Rate (Customer Location)				**$85**	**$95.00**
	1	Hr.	Post Warranty Maintenance					**$95.00**
	1	Hr.	Programming Flat Fee Per Radio Up To 16 Channels	**$ 95.00**			**$65**	**$56.00**
	1	Hr.	Programming-New Sale Flat Fee Per Radio Up To 16 Channels	**$ 95.00**			**$25**	**$56.00**
	1	Hr.	Proxim	**$ 95.00**				**$95.00**
	1	Hr.	Radio Programming	**$ 95.00**			**$65**	**$80.00**
	1	Hr.	Repair Eval/Estimate Flat Fee Per Item	**$ 65.00**			**$15**	**47.50 - 95.00**
	1	Hr.	Shop Supplies Bench Repair Per Unit Repaired	**$ 95.00**			**$100**	**$95.00**
	1	Hr.	Software Installation				**$85**	**$95.00**
	1	Hr.	Standard Shop Installation				**$195**	**$95.00**
	1	Hr.	Standard Shop Labor Rate	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	Support Services	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	System Technologist					**$125.00**
	1	Hr.	Tait	**$150.00**				**$95.00**
	1	Hr.	Technician Daily On-Site Labor				**$1,200**	**$95.00**
	1	Hr.	Technician Hourly Labor Minimum 1 Hour				**$85**	**$95.00**
	1	Hr.	Tower Climber Hourly Labor Min. Ground Person Required				**$135**	**$142.50**
	1	Hr.	Tower Ground Person Hourly Labor Minimum 1 Hour				**$110**	**$95.00**
	1	Hr.	Training				**$85**	**$95.00**
	1	Hr.	All other makes, models, and manufacturers	**$ 95.00**			**$85**	**$95.00**
3			**Percentage Discount for Accessories from Manufactures (Vendors may opt to include individual discounts for each manufacturer or product offered)**					
	1	% Discount	AdvanceTec	**5%**				**10%**
	1	% Discount	Alcatel	**5%**				**10%**

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
	1	% Discount	AlertSense	**1%**				**10%**
	1	% Discount	Andrew	**5%**			**-10%**	**10%**
	1	% Discount	Asentria	**1%**				**10%**
	1	% Discount	Aviat	**3%**				**10%**
	1	% Discount	Bendix King/ BK/ Reim	**5%**				**10%**
	1	% Discount	Brother	**1%**				**10%**
	1	% Discount	Cambium	**1%**			**-10%**	**10%**
	1	% Discount	Ceragon	**1%**				**10%**
	1	% Discount	Code 3	**3%**				**10%**
	1	% Discount	Comscope	**5%**			**-10%**	**10%**
	1	% Discount	CSS Mindshare	**3%**				**10%**
	1	% Discount	David Clark	**5%**				**10%**
	1	% Discount	Dragon Wave	**5%**				**10%**
	1	% Discount	EF Johnson	**5%**				**10%**
	1	% Discount	ELETK Rectifier	**3%**				**10%**
	1	% Discount	Eventide	**3%**				**10%**
	1	% Discount	Federal Signal	**3%**				**10%**
	1	% Discount	General Electric (GE)	**3%**				**10%**
	1	% Discount	Getac	**5%**				**10%**
	1	% Discount	GoRhino	**3%**				**10%**
	1	% Discount	Harris	**3%**				**10%**
	1	% Discount	Havis	**3%**				**10%**
	1	% Discount	HP	**1%**				**10%**
	1	% Discount	Hutton	**3%**				**10%**
	1	% Discount	ICOM	**11%**			**-30%**	**10%**
	1	% Discount	InfoSat	**5%**				**10%**
	1	% Discount	Integrated Tower Systems	**1%**				**10%**
	1	% Discount	JVCKENWOOD USA	**11%**		**30%**		**10%**
	1	% Discount	Kenwood	**11%**		**30%**		**10%**
	1	% Discount	Kenwood LMR	**11%**		**30%**		**10%**
	1	% Discount	L3	**1%**				**10%**
	1	% Discount	lnfoSat	**5%**				**10%**
	1	% Discount	M/A Com	**3%**				**10%**
	1	% Discount	Midland	**1%**				**10%**
	1	% Discount	Motorola	**26%**			**-15%**	**15%**
	1	% Discount	Net Motion	**1%**				**10%**
	1	% Discount	Otto	**5%**				**10%**
	1	% Discount	Power Products	**5%**				**10%**
	1	% Discount	Proxim	**1%**				**10%**
	1	% Discount	Pyramid	**1%**				**10%**
	1	% Discount	Pyramid Com	**1%**				**10%**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
	1	% Discount	Radwin	**1%**				**10%**
	1	% Discount	Raven	**1%**				**10%**
	1	% Discount	Relm/BK	**5%**				**10%**
	1	% Discount	RSI	**1%**				**10%**
	1	% Discount	Ruckus	**1%**				**10%**
	1	% Discount	Sabre	**1%**				**10%**
	1	% Discount	Santa Cruz	**1%**				**10%**
	1	% Discount	Sense lynx	**1%**				**10%**
	1	% Discount	SetCom	**1%**				**10%**
	1	% Discount	SWAT911	**1%**				**10%**
	1	% Discount	Tait	**3%**				**10%**
	1	% Discount	Talley	**3%**				**10%**
	1	% Discount	Telex	**3%**				**10%**
	1	% Discount	Tessco	**3%**				**10%**
	1	% Discount	ThermoBond	**1%**				**10%**
	1	% Discount	UHFDMR / VHFDMR	**1%**				**10%**
	1	% Discount	Unication	**1%**				**10%**
	1	% Discount	Whelen	**1%**				**10%**
	1	% Discount	Zetron	**1%**				**10%**
	1	% Discount	All other makes, models, and manufacturers	**3%**	**see price list**		**-10%**	**10%**

Vendor	Item	Comments
(AA)	**1**	**Aviat's repair prices are a flat rate. The Prices vary depending on the particular FRU that is being repaired.**
(AA)	**2**	**Aviat's repair prices are a flat rate. The Prices vary depending on the particular FRU that is being repaired.**
(AA)	**3**	**Please refer to the document 2B. Aviat Networks Detailed Pricing List-22-00038**
(AC)	**1-3**	**View Vendor 3 tab for discounts and prices**
(AE)	**2**	**Hourly rate, plus travel**
(AD)	**2**	**At our NJ location**
(AH)	**1**	**All radios and accessories in JVCKENWOOD USA Corporation's then current price catalog**
(AH)	**2**	**Per Hour**
(AH)	**3**	**All radios and accessories in JVCKENWOOD USA Corporation's then current price catalog**
(AI)	**2**	**Per Hour**
(AJ)	**2**	**Pricing for repair estimates at sites will be charged on an hourly rate**

***** 3 Items Total *****

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Vendor (AC) Attachment:

PO Box 2511
Keller, TX 76244
800-853-8165
817-546-8415
FAX
info@comlinktech.com

10-Mar-22

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement 20-00000-22-00038

WE ARE SUBMITTING THE FOLLOWING ADDITIONAL MANUFACTURERS AND DISCOUNTS FOR ITEMS THAT
WILL EITHER BE EQUAL TO THE MANUFACTURERS LISTED ON THE ITB OR CAN ENHANCE THE
PERFORMANCE TO THE RADIO COMMUNICATIONS EQUIPMENT.

No.	Manufacturer	Product Category	APC	Item	Short Description	% Discount
	ADVANCE CHARGER TECHNOLOGIES (ACT)	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	RADIO BATTERY CHARGERS AND CONDITIONERS	5%
	ADVANCETEC	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	RADIO BATTERY CHARGERS AND CONDITIONERS	5%
	CADEX	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	RADIO BATTERY CHARGERS AND CONDITIONERS	5%
	COMLINK WIRELESS TECHNOLOGIES	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	REPLACEMENT RADIO BATTERIES	25%
	ENDURA CHARGER	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	PORTABLE RADIO CHARGERS	15%
	IMPACT	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	PORTABLE RADIO CHARGERS	15%

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

LAIRD/LARSEN ANTENNAS	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**PROTABLE AND MOBILE RADIO ANTENNAS**	**15%**
LOGICS BATTERIES	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**FACTORY MUTUAL APPROVED RADIO BATTERIES**	**20%**
MOTOROLA SOLUTIONS INC	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**TWO-WAY RADIOS PARTS AND ACCESSORIES**	**10%**
OTTO ENGINEERING	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**AUDIO ACCESSORIES**	**10%**
PROCLIP CHARGERS	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**NO HOLES PROTABLE RADIO CHARGERS**	**10%**
PRYME AUDIO ACCESSORIES	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**SPEAKER MICS, SURVEILLIENCE KITS, LAPEL MICS ETC**	**20%**

PORTABLE RADIO SERVICE - FLAT RATE REPAIRS

RADIO PROGRAMMING	**$25**
LEVEL 1 RADIO REPAIR	**$110**
LEVEL 2 RADIO REPAIR	**$120**
LEVEL 3 RADIO REPAIR	**$130**
LEVEL 4 RADIO REPAIR	**$150**
LEVEL 5 RADIO REPAIR	**$215**

ADDITIONAL CHARGES APPLY FOR REPLACEMENT LCD SCREEN AND REPLACEMENT OF BROKEN RADIO CASES.

Vendor (AG) Attachment:

New Mexico ITB-20-00000-22-00038 Accessories Bid -Pricing									
Pricing Sheet (if multiple product offering please add additional rows in product category of offering).									
	Unit Pricing/Details				**Service**			**Warranty**	

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

TWO WAY BATTERY PRODUCT	Product Nun	List Price	Discoun Offered	Net Price	Service Include (Yes or	Service Type Design, Engineering, FSE, etc.)	Service Hourly Rate	Warranty OEM (Years/ Mos.)	Extended Warranty
HARRIS						**For Catalog click Blue link**			
Lith Poly P7100/P7200/P5100/P5200	**IPT-HA-2104-LiP**	**$129.00**	**30%**	**$90.30**	**NO**			**30 Month**	**NO**
Lith Poly P7300/P5300/XG25/XG75	**IPT-HAP7300P**	**$129.00**	**35%**	**$90.30**	**NO**			**30 Month**	**NO**
Lithium Ion XL200P	**IPT-HA-XL200P**	**$169.00**	**25%**	**$126.75**	**NO**			**12 Month**	**NO**
MOTOROLA						**For Catalog click Blue link**			
Li Poly XPR3000/7000/APPX1000/400	**IPT-MT-4409-LiP**	**$119.00**	**20%**	**$95.20**	**NO**			**30 Month**	**NO**
Lith Ion XPR3000/7000APX1000/4000	**IPT-MT-4409-IS**	**$239.00**	**30%**	**$167.30**	**NO**	**Intrinsically Safe**		**12 Month**	**NO**
Li Poly CP200/CP185/P400	**IPT-MT-4497-LiP**	**$99.00**	**20%**	**$79.20**	**NO**			**30 Month**	**NO**
Li Poly for XPR6550	**IPT-MT-6550-LiP**	**$109.00**	**30%**	**$76.30**	**NO**			**30 Month**	**NO**
Li Poly for APX6000/7000/8000	**IPT-MT-7038-LiP**	**$159.00**	**30%**	**$111.30**	**NO**			**30 Month**	**NO**
Li Poly for XTS3000/5000	**IPT-MT-8610-LiP**	**$129.00**	**30%**	**$90.30**	**NO**			**30 Month**	**NO**
Li Poly for XTS1500/2500/HT1250/750	**IPT-MT-9858-LiP**	**$129.00**	**30%**	**$90.30**	**NO**			**30 Month**	**NO**
NiMh for MT2000/HT1000	**IPT-MT-7144M27**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
NiMh for XTS3000/5000	**IPT-MT-8299M40**	**$85.00**	**25%**	**$63.75**	**NO**			**12 Month**	**NO**
NiMh for HT1250/750	**IPT-MT-9009M27**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
NiMh for XTS1500/2500	**IPT-MT-9858M27**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
NiMh for XPR6550	**IPT-MT-4065M16**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
Lithium Ion for XPR6550	**IPT-MT-4066Li18**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
Lithium Ion for HT1250/Ht750	**IPT-MT-9013li18**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
KENWOOD						**For Catalog click Blue link**			
NiMh for TK238/260/261/270/272/278	**IPT-KNB15M22**	**$48.75**	**10%**	**$43.87**	**NO**			**12 Month**	**NO**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

NiMh for TK360/372/373/378/382/388	**IPT-KNB 15M22**	**$48.75**	**10%**	**$43.87**	**NO**			**12 Month**	**NO**
NiMh for TK180/190/280/290/380/390	**IPT-KNB 17M22**	**$51.25**	**10%**	**$46.13**	**NO**			**12 Month**	**NO**
NiMh for TK480/481/490	**IPT-KNB 17M22**	**$51.25**	**10%**	**$46.13**	**NO**			**12 Month**	**NO**
NiMh for TK2140/2160/2168/2170	**IPT-KNB 26M22**	**$58.75**	**10%**	**$52.87**	**NO**			**12 Month**	**NO**
NiMh for TK2360/3140/3148/3160	**IPT-KNB 26M22**	**$58.75**	**10%**	**$52.87**	**NO**			**12 Month**	**NO**
NiMh for TK3168/3170/3173/3360	**IPT-KNB 26M22**	**$58.75**	**10%**	**$52.87**	**NO**			**12 Month**	**NO**
NiMh for NX220/320/420	**IPT-KNB 26M22**	**$58.75**	**10%**	**$52.87**	**NO**			**12 Month**	**NO**
NiMh for TK3130/3131	**IPT-KNB 27M14**	**$30.00**	**10%**	**$27.00**	**NO**			**12 Month**	**NO**
NiMh for TK2200/2300/2400/3200	**IPT-KNB 29M23**	**$52.65**	**10%**	**$47.39**	**NO**			**12 Month**	**NO**
NiMh for TK3300/3400/NX240/340	**IPT-KNB 29M23**	**$52.65**	**10%**	**$47.39**	**NO**			**12 Month**	**NO**
NiMh for NX200/210/300/410/411	**IPT-KNB 32M27**	**$46.25**	**10%**	**$41.62**	**NO**			**12 Month**	**NO**
Lithium Ion for NX200/210/300/410	**IPT-KNB 32Li32**	**$73.40**	**10%**	**$66.06**	**NO**			**12 Month**	**NO**
Lithium Ion for TK2180/3180/5120	**IPT-KNB 32Li32**	**$73.40**	**10%**	**$66.06**	**NO**			**12 Month**	**NO**
Lithium Ion for TK5310/5410	**IPT-KNB 32Li32**	**$73.40**	**10%**	**$66.06**	**NO**			**12 Month**	**NO**
Lithium Ion for TK2140/2160/2168	**IPT-KNB 35Li24**	**$63.75**	**10%**	**$57.38**	**NO**			**12 Month**	**NO**
Lithium Ion for TK3180/3189/5120	**IPT-KNB 35Li24**	**$63.75**	**10%**	**$57.38**	**NO**			**12 Month**	**NO**
Lithium Ion for TK5210/5310/5410	**IPT-KNB 35Li24**	**$63.75**	**10%**	**$57.38**	**NO**			**12 Month**	**NO**
Lithium Ion for NX240/340	**IPT-KNB 45Li24**	**$66.75**	**10%**	**$60.07**	**NO**			**12 Month**	**NO**
Lithium Ion for TK2200/2300/2400	**IPT-KNB 45Li24**	**$66.75**	**10%**	**$60.07**	**NO**			**12 Month**	**No**
Ilithium Ion for TK3200/3300/3400	**IPT-KNB 45Li24**	**$66.75**	**10%**	**$60.07**	**NO**			**12 Month**	**NO**
Lithium Ion for NX300/300	**IPT-KNB 48Li26**	**$70.15**	**10%**	**$63.14**	**NO**			**12 Month**	**NO**
Lithium Ion for TK5220/5320	**IPT-KNB 48li26**	**$70.15**	**10%**	**$63.14**	**NO**			**12 Month**	**NO**
Lithium Poly for NX200/300/210/410	**IPT-KNB 43LiP36**	**$87.50**	**10%**	**$78.75**	**NO**			**30 Month**	**NO**
Lithium Poly for TK3180/3189/5120	**IPT-KNB 43LiP36**	**$87.50**	**10%**	**$78.75**	**NO**			**30 Month**	**NO**
Lithium Poly for TK5210/5310/5410	**IPT-KNB 43LiP36**	**$87.50**	**10%**	**$78.75**	**NO**			**30 month**	**NO**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

IPS - Parking Meter Battery									
IPS M5 Parking Meter Battery	**IPT-GL327ALIS**	**$35.00**	**15%**	**$29.75**	**NO**			**12 month**	**NO**
HARRIS CHARGERS									
Tri Chem Single Bay P7100 and comp	**IPT-HA-2104C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay for P7100 and Comp	**IPT-HA-2104C-6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
MOTOROLA CHARGERS									
Tri Chem Single Bay XTS1500/2500	**IPT-MC-8610C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay XTS3000/5000	**IPT-MC-8610C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chen 6 Bay for XTS1500/2500	**IPT-MC-8610C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay XTS3000/5000	**IPT-MC-8610C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay for HT1250/750	**IPT-MC-9013C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay MT2000/HT1000	**IPT-MC-8610C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay HT1250/750	**IPT-MC-9013C6**	**$599.00**	**20%**	**$279.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay MT2000/HT1000	**IPT-MC-8610C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay XPR6550	**IPT-MC-4065C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay XPR6550	**IPT-MC-4065C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay XPR3500/7500	**IPT-MC-4065C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay XPR3500/7500	**IPT-MC-4065C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay for CP200 & Comp	**IPT-MC-4497C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay CP200 and Comp	**IPT-MC-4497C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay APX1000/4000	**IPT-MC-4065C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay APX1000/4000	**IPT-MC-4065C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay APX6000/7/8	**IPT-MC-7038C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay APX6000/7000/8000	**IPT-MC-7038C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem DC Travel Charger (all)	**IPT-MC-VCHG**	**$159.00**	**20%**	**$127.20**	**NO**			**18 Month**	**NO**

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

NOTE: Some items may not be in catalog link. Call for specification sheet.:									
Insert Product Description									
Insert Product Description									
Insert Product Description									

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Certificate Of Completion

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Source Envelope:
Document Pages: 24 Signatures: 1
Certificate Pages: 5 Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Raelynn Lujan
13 Bataan Blvd
Santa Fe, NM 87508
Raelynn.Lujan@state.nm.us
IP Address: 164.64.63.2

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4/25/2022 10:16:42 AM
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Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Travis Dutton- Leyda Travis.Dutton-Leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to Travis.Dutton-Leyda@state.nm.us Using IP Address: 73.127.219.222	Sent: 4/25/2022 10:18:04 AM Viewed: 4/25/2022 10:33:21 AM Signed: 4/25/2022 10:33:29 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Raelynn Lujan raelynn.lujan@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to raelynn.lujan@state.nm.us Using IP Address: 76.18.69.157	Sent: 4/25/2022 10:33:32 AM Viewed: 4/25/2022 11:34:36 AM Signed: 4/25/2022 11:34:39 AM
Electronic Record and Signature Disclosure: Accepted: 6/26/2020 4:27:38 PM ID: 6aae9b5a-2aef-4297-a7b0-359c22309d31		
Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to valerie.paulk@state.nm.us Using IP Address: 97.123.188.71 Signed using mobile	Sent: 4/25/2022 11:34:44 AM Viewed: 4/25/2022 11:41:02 AM Signed: 4/25/2022 11:41:31 AM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	4/25/2022 10:18:04 AM
Certified Delivered	Security Checked	4/25/2022 11:41:02 AM
Signing Complete	Security Checked	4/25/2022 11:41:31 AM
Completed	Security Checked	4/25/2022 11:41:31 AM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

Exhibit "E"

EXISTING CONTRACT PURCHASE AGREEMENT

NEW MEXICO STATE PURCHASING DIVISION
CONTRACT NO. 20-00000-22-00038

RADIO PARTS AND REPAIR

Pursuant to terms and conditions of NEW MEXICO STATE PURCHASING DIVISION (NMSPD) Contract No. 20-00000-22-00038, BID No. 20-00000-22-00038 dated April 25, 2022, between the NMSPD and IMPACT POWER TECHNOLOGIES LLC CONTRACTOR), as amended and incorporated herein by reference, the City of Las Cruces (CITY) and CONTRACTOR hereby agree on this _____ day of January, 2023, as follows:

1. This Purchase Agreement is intended to be an Existing Contract Purchase Agreement in accordance with LCMC Chapter 24, Article VII, Sec. 24-316.

2. In a satisfactory and proper manner, the CONTRACTOR shall deliver products / perform services pursuant to NMSPD Contract No. 20-00000-22-00038, as set forth in Attachment A, attached hereto and made a part of this Agreement.

3. The effective period of this Agreement shall coexist with NMSPD Contract No. 20-00000-22-00038.

4. In consideration for the satisfactory delivery of products / services, the CONTRACTOR shall be compensated pursuant to the cost terms of NMSPD Contract No. 20-00000-22-00038. Cost of delivered product / services shall be paid by CITY within 30 days upon receipt of undisputed invoice.

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

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

7. That in the event any of the provisions of this Contract are violated by the Contractor or by any of his Subcontractors, the City may serve written notice upon the Contractor and, if a surety exists, upon the surety of its intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the

Contract; and, unless within ten (10) days after and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. On the event of any such termination, if a surety exists, the City shall immediately serve notice thereof upon the surety who shall have the right to take over and perform the Contract, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of the mailing of such surety of notice of termination, the City may take over the work and prosecute the same to completion by the Contract for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the City for any excess cost occasioned the City thereby; and in such event, the City may take possession of and utilize in completing the work, such materials, appliances, and plans as may be on the site of the work and necessary therefore. This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the City, for its convenience or because the project has been permanently abandoned, but only upon fifteen (15) calendar days written notice to Contractor.

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

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

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

11. The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement,

and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

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

IMPACT POWER TECHNOLOGIES, LLC

BY: _____
Name
Title

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Interim Purchasing Manager

_____
Date

APPROVED AS TO FORM

12/16/2022
City Attorney

Attachment A

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
10 Awarded Vendors- Please refer to pages 6 and 7 for details

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

Invoice:
As Requested at Time of Order

Price Agreement Number**:** **20-00000-22-00038**

Payment Terms**:** **Net 30**

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

Delivery**:** **See pages 6 and 7**

Procurement Specialist**:** **Raelynn Lujan** RL

Telephone No.**:** **(505) 670-1561**

Email: **raelynn.lujan@state.nm.us**

Title**:** **Radio Parts and Repair**

Term**:** **April 25, 2022 thru April 24, 2023**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Date: 4/25/2022

Mark Hayden, New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

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the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of

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any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This

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provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Awarded Vendors:

(AA) 0000089975
AVIAT US, Inc.
Dept CH 16534
Palatine, IL 60055-6434 Delivery: 7-9 weeks
(949) 707-2710
hermogenes.decano@aviatnet.com

(AB) 0000051480
Advanced Communication and Electro
2417 Baylor Dr. SE
Albuquerque, NM 87106 Delivery: 15 days typical
(505) 244-3321
service@advtwoway.com; sales@advtwoyway.com

(AC) 0000108698
Comlink Wireless Tech., Inc.
PO Box 2511
Keller TX 76244 Delivery: 7-10 days ARO
(817) 301-3060
info@comlinktech.com

(AD) 0000054703
Durham Communications, Inc.
725 W. Commerce Ave. #105
Gilbert, AZ 85322 Delivery: FOB Gilbert, AZ
(505) 819-7019, (800) 981-8875
Gene@dcicomm.com; Jeff@dcicomm.com

(AE) 0000095679
E.F. Johnson Company
1440 Corporate Drive
Irving TX 75038
(972) 819-0700
orders@efji.com; techsupport@efji.com
Delivery: Purchase Orders are processed individually based on customer LMR requirements. Most in stock items are shipped with two weeks of PO, however items requiring specialized programming or build may require up to 16 weeks ARO.

(AF) 0000010372
Holzberg Communications, Inc.
PO Box 322,
Totowa, NJ 07511 Delivery: 15 Days ARO
(800) 654-9550, (973) 389-9600
holzberg@juno.com

(AG) 0000129335
Impact Power Technologies LLC
145 Wood Road
Braintree, MA 02184 Delivery: Our battery products are Stock - 4 weeks lead time ARO
(781) 752-1202, (772) 210-2286
clynam@impactpowertech.com

DocuSign Envelope ID: 98AB2102-8FCC-40AA-8F73-29783DD57B53

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

(AH) 0000084376
JVCKENWOOD USA Corporation
PO Box 22745
Long Beach, CA 90801-5745 Delivery: 60-90 days ARO
(310) 639-9000
sholliman@us.jvckenwood.com

(AI) 0000091384
Las Cruces Radio Center
4970 Black Quartz Road
Las Cruces, NM 88011 Delivery: As Requested
(575) 523-1077
sales@lcradio.com; radiosales@lcradio.com

(AJ) 0000086640
R.T.C., Inc.
300 E. Sunset Rd.
El Paso, TX. 79922 Delivery: 1-12 weeks depending on part availability
(915) 584-6646
mercy@rtcinc.org; omar@rtcinc.org

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Specifications:
Establish a Statewide Price Agreement for communications, radio equipment parts & repair throughout the state of New Mexico. Under the terms and conditions of this Price Agreement, all State of New Mexico Agencies, Commissions, Institutions, Political Sub-divisions and Local Bodies may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each other issued hereunder.

Term:
The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Vendors submitting bids must be authorized employees of the company they represent and can fulfill all applicable warranties and technical support services.

The State of New Mexico reserves the right to obtain quotes from any and all successful bidders for particular communications equipment, parts and repairs and award the job to a contractor based on price, schedule and ability to perform satisfactorily.

Tax Note:
Price shall not include state gross receipts tax or local option tax(es). Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

Bidding Information:
The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any Vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be submitted by the Vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

All materials provided shall be guaranteed by the contractor against mechanical, electrical and workmanship defects. In the event defects become evident within the warranty period, the contractor shall furnish replacement parts and materials at no additional cost to the state. The warranty period shall commence with the date of the communications radio and/or equipment repair acceptance and remain in effect for at least one (1) calendar year, except for expendable items.

The contractor shall provide, within the warranty period and the bid price, the necessary parts, labor and transportation to maintain the equipment in sufficient state of repair to continue system performance in compliance with the specification contained herein.

Bid Review:
State Purchasing Division (SPD) shall perform a bid analysis of all bids received for this Invitation to Bid. This includes a determination of qualification in accordance with the technical standards and requirements of the specifications. The analysis and recommendation for award will be at the discretion of the SPD for final determination and awarding.

Shipping:
All items on the contract must include prepaid shipping costs. All equipment purchased by the Communications Division will be shipped to the applicable address.

Warranty:
For all warranty repairs the contractor will pay the shipping cost to the contractor's repair facility and must pay the return shipping cost to the appropriate using entity in the State of New Mexico.

For all out-of-warranty repairs the Department of Information Technology will pay the shipping costs for both directions.

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The equipment will be purchased, repaired and returned to the Communications Division's prepaid address below:

Office of Communications- DoIT
Law Enforcement Complex
4491 South Cerrillos Road.
Santa Fe, New Mexico 87505

Agencies and Local Public Bodies not required to go through DoIT, shall make shipping arrangements at the time of order.

The Department of Information Technology has designated a Procurement Manager who is responsible for the conduct of this procurement and whose name is listed below:

Michael Rohrbacher
Director of Public Safety Communications
505-476-3158 office
505-827-2325
Prospective bidders may contact only the procurement manager regarding the procurement. Other State employees do not have the authority to respond in behalf of the Public Safety Communications Division.

The State of New Mexico requires a minimum fixed percentage discount from the manufactures depot rate and products. Equipment, repairs, parts and accessories may be listed on a services catalog, flash-drive, or CD-ROM. At this time it is impossible to list all the specific individual components that may be required for repair and maintenance.

All equipment, parts and accessories purchased or used for repair must be new factory parts; no substitutes will be accepted.

Categories of equipment repair required include, but are not limited to:

Microwave communications equipment, power amplifiers, mobile and portable radios, vehicular repeaters, telemetry units, repeaters, communications control heads, base stations, satellite antenna dome repair, communications consoles, communications circuit board repair, microwave transmission line dehydrators, power rectifiers and power supplies, etc.

Minimum Specifications

Contractors may utilize subcontractors for various portions of the repair work.

Bidders should list in-house resources and tasks to be subcontracted. All work performed either in-house or by subcontractor is the sole responsibility of the awarded contractor.

In all cases the successful bidders will be solely responsible for the proper completion of repair work.

All work is to be completed by a fully qualified engineer and/or technician.

All work and/or repair must be completed in compliance with the manufactures specifications.

Contractor shall be responsible for the physical security of his own property and that of the State of New Mexico, which is in the contractor's custody.

Contractor will be responsible for obtaining any bonding, licensing and training which may be required to complete the repairs.

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Contractor may be required to purchase bonding, including but not limited to material and labor bonds, performance bonds, bid bonds.
Contractor may be required to provide proof of insurance including but not limited to comprehensive general liability, personal injury, owner's protective liability, comprehensive automobile liability and workman's compensation.

Contractor must be able to supply all materials and labor to complete a repair. The Department of Information Technology, Public Safety Communications Division may at their discretion, supply some materials for any given project.

By submitting a bid the vendor acknowledges that they are either an authorized representative of the manufacturer for the type of equipment submitted and can fulfill all factory warranties and technical services required.

Payments and Invoicing:

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

Payment Terms**: Net 30**

F.O.B.**: Destination**
Method of Award
Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154 the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to insure availability and timely delivery. Awards will be made to meet the best interests of the State of New Mexico.

Escalation/De-escalation Clause:
In the event of a product cost increase, an escalation request will be reviewed and approved by SPD on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well shall apply. If the vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases and/or decreases will not be retroactive to orders already in-house or back-ordered. Orders will be filled at the price in effect of the date of the receipt of the order by the awarded vendor.

All requests for price increases must include the following information from the vendor:

1) Agreement Item Number
2) Current Item Price
3) Proposed New Price
4) Percentage of Increase

For escalations awarded, vendor must also supply a current Letter from the Manufacture addressed to the vendor. The letter must state that they are increasing the price from the factory to the vendor, as well as the reason for the increase. For a price decrease, a letter from the vendor will be sufficient.
SPD upon review of an escalation or decrease request may require additional supporting documentation prior to awarding. Final determination on the approval or disapproval of the escalation or decrease request will be made by SPD.

***** End of Specifications *****

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Awarded Vendors: (AA) thru (AE)

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
1			**Discount from Prices Listed for Items in Parts Catalog from Manufactures (Vendors may opt to provide individual discounts for each manufacturer or product offered)**					
	1	% Discount	Alcatel		**5%**			
	1	% Discount	Andrew		**10%**		**10%**	
	1	% Discount	Aviat	**%Varies**	**5%**			
	1	% Discount	CSS-Mindshare		**5%**			
	1	% Discount	EF Johnson		**15%**		**10%**	**20%**
	1	% Discount	ELETK Rectifier		**5%**			
	1	% Discount	General Electric (GE)		**15%**			
	1	% Discount	Harris		**10%**		**10%**	
	1	% Discount	ICOM		**8%**		**10%**	
	1	% Discount	InfoSat		**8%**			
	1	% Discount	Kenwood LMR		**15%**		**10%**	**20%**
	1	% Discount	Kenwood Systems		**10%**		**10%**	**20%**
	1	% Discount	M/A Com		**10%**		**10%**	
	1	% Discount	Midland		**10%**			
	1	% Discount	Motorola		**15%**			
	1	% Discount	Motorola		**15%**			
	1	% Discount	Proxim		**10%**			
	1	% Discount	Pyramid Communications		**10%**			
	1	% Discount	Tait		**10%**		**10%**	
	1	% Discount	Unication USA		**8%**			
	1	% Discount	Zetron		**3%**		**10%**	
	1	% Discount	All other makes, models, and manufacturers		**5%**	**%Varies**	**5%**	
2			**Hourly Rate for Repairs (Vendors may opt to provide hourly rates or flat rates depending on the type of device or class of service offered)**					
	1	Hr.	Alcatel		**$150.00**			
	1	Hr.	Andrew		**$150.00**		**$95 shop $760 on site**	
	1	Hr.	Aviat	**% Varies**	**$150.00**			

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
	1	Hr.	EF Johnson		**$150.00**		**$95 shop $760 on site**	**$225**
	1	Hr.	ELETK Rectifier		**$150.00**			
	1	Hr.	Engineer Daily On-Site Labor		**$150.00**		**$1560 Hr.**	
	1	Hr.	Engineer Hourly Labor Minimum 1 Hour		**$150.00**		**$195 Hr.**	
	1	Hr.	General Electric (GE)		**$150.00**			
	1	Hr.	ICOM		**$150.00**		**$95 shop $760 on site**	
	1	Hr.	InfoSat		**$150.00**			
	1	Hr.	Installer Hourly Labor Minimum 1 Hour		**$125.00**			
	1	Hr.	JVCKENWOOD USA		**$150.00**		**$95 shop $760 on site**	
	1	Hr.	Midland		**$150.00**			
	1	Hr.	Mobile Radio Installation		**$125.00**		**$80 Hr.**	
	1	Hr.	Motorola		**$150.00**			
	1	Hr.	On-Site Labor Rate (Customer Location)		**$150.00**		**$ 760 Hr.**	**$225**
	1	Hr.	Post Warranty Maintenance		**$150.00**			**$225**
	1	Hr.	Programming Flat Fee Per Radio Up To 16 Channels		**$75.00**		**$35**	
	1	Hr.	Programming-New Sale Flat Fee Per Radio Up To 16 Channels		**$75.00**		**$35**	
	1	Hr.	Proxim		**$150.00**			
	1	Hr.	Radio Programming		**$125.00**			**$225**
	1	Hr.	Repair Eval/Estimate Flat Fee Per Item		**$45.00**		**$95**	
	1	Hr.	Shop Supplies Bench Repair Per Unit Repaired		**$25.00**			
	1	Hr.	Software Installation		**$150.00**			**$225**
	1	Hr.	Standard Shop Installation		**$150.00**		**$80 Hr.**	**$225**
	1	Hr.	Standard Shop Labor Rate		**$150.00**		**$95 Hr.**	**$225**
	1	Hr.	Support Services		**$150.00**			**$225**
	1	Hr.	System Technologist		**$150.00**			**$225**
	1	Hr.	Tait		**$150.00**		**$95 shop $760 on site**	
	1	Hr.	Technician Daily On-Site Labor		**$150.00**		**$760 Hr.**	**$225**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
	1	Hr.	Technician Hourly Labor Minimum 1 Hour		**$150.00**		**$95 Hr.**	**$225**
	1	Hr.	Tower Climber Hourly Labor Min. 1 Ground Person Required		**$225.00**		**$175 Hr.**	
	1	Hr.	Tower Ground Person Hourly Labor Minimum 1 Hour		**$185.00**		**$125 Hr.**	
	1	Hr.	Training		**$150.00**		**$125 Hr.**	**$225**
	1	Hr.	All other makes, models, and manufacturers		**$150.00**	**% Varies**	**Same**	
3			**Percentage Discount for Accessories from Manufactures (Vendors may opt to include individual discounts for each manufacturer or product offered)**					
	1	% Discount	AdvanceTec		**5%**			
	1	% Discount	Alcatel		**5%**			
	1	% Discount	AlertSense		**3%**		**10%**	
	1	% Discount	Andrew		**5%**			
	1	% Discount	Asentria		**3%**			
	1	% Discount	Aviat	**40%**	**5%**			
	1	% Discount	Bendix King/ BK/ Reim		**10%**		**10%**	
	1	% Discount	Brother		**10%**			
	1	% Discount	Cambium		**5%**			
	1	% Discount	Ceragon		**5%**			
	1	% Discount	Code 3		**5%**			
	1	% Discount	Comscope		**5%**			
	1	% Discount	CSS Mindshare		**5%**			
	1	% Discount	David Clark		**3%**			
	1	% Discount	Dragon Wave		**3%**			
	1	% Discount	EF Johnson		**10%**		**10%**	**20%**
	1	% Discount	ELETK Rectifier		**5%**			
	1	% Discount	Eventide		**3%**			
	1	% Discount	Federal Signal		**5%**			
	1	% Discount	General Electric (GE)		**15%**			
	1	% Discount	Getac		**3%**			
	1	% Discount	GoRhino		**3%**			
	1	% Discount	Harris		**10%**			
	1	% Discount	Havis		**5%**		**10%**	
	1	% Discount	HP		**3%**			
	1	% Discount	Hutton		**5%**			
	1	% Discount	ICOM		**8%**		**10%**	

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State of New Mexico
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Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
	1	% Discount	InfoSat		**8%**			
	1	% Discount	Integrated Tower Systems		**3%**			
	1	% Discount	JVCKENWOOD USA		**10%**		**10%**	
	1	% Discount	Kenwood		**10%**		**10%**	**20%**
	1	% Discount	Kenwood LMR		**10%**		**10%**	**20%**
	1	% Discount	L3		**10%**			
	1	% Discount	lnfoSat		**8%**		**10%**	
	1	% Discount	M/A Com		**10%**			
	1	% Discount	Midland		**10%**			
	1	% Discount	Motorola		**15%**			
	1	% Discount	Net Motion		**3%**			
	1	% Discount	Otto		**8%**			
	1	% Discount	Power Products		**10%**			
	1	% Discount	Proxim		**10%**			
	1	% Discount	Pyramid		**5%**			
	1	% Discount	Pyramid Com		**5%**			
	1	% Discount	Radwin		**10%**			
	1	% Discount	Raven		**5%**			
	1	% Discount	Relm/BK		**5%**		**10%**	
	1	% Discount	RSI		**5%**			
	1	% Discount	Ruckus		**5%**			
	1	% Discount	Sabre		**5%**			
	1	% Discount	Santa Cruz		**5%**			
	1	% Discount	Sense lynx		**5%**			
	1	% Discount	SetCom		**5%**			
	1	% Discount	SWAT911		**5%**			
	1	% Discount	Tait		**10%**		**10%**	
	1	% Discount	Talley		**3%**			
	1	% Discount	Telex		**5%**			
	1	% Discount	Tessco		**3%**			
	1	% Discount	ThermoBond		**2%**			
	1	% Discount	UHFDMR / VHFDMR		**5%**			
	1	% Discount	Unication		**8%**			
	1	% Discount	Whelen		**5%**			
	1	% Discount	Zetron		**3%**		**10%**	
	1	% Discount	All other makes, models, and manufacturers		**3%**	**%Varies**	**10%**	

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Awarded Vendors: (AF) thru (AJ)

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
1			**Discount from Prices Listed for Items in Parts Catalog from Manufactures (Vendors may opt to provide individual discounts for each manufacturer or product offered)**					
	1	% Discount	Alcatel	**5%**				**10%**
	1	% Discount	Andrew	**5%**			**-10%**	**10%**
	1	% Discount	Aviat	**3%**				**10%**
	1	% Discount	CSS-Mindshare	**3%**				**10%**
	1	% Discount	EF Johnson	**5%**				**10%**
	1	% Discount	ELETK Rectifier	**3%**				**10%**
	1	% Discount	General Electric (GE)	**3%**				**10%**
	1	% Discount	Harris	**3%**				**10%**
	1	% Discount	ICOM	**11%**			**-30%**	**10%**
	1	% Discount	InfoSat	**5%**				**10%**
	1	% Discount	Kenwood LMR	**11%**		**30%**		**10%**
	1	% Discount	Kenwood Systems	**11%**		**30%**		**10%**
	1	% Discount	M/A Com	**3%**				**10%**
	1	% Discount	Midland	**1%**				**10%**
	1	% Discount	Motorola	**26%**			**-10%**	**10%**
	1	% Discount	Motorola	**26%**				**10%**
	1	% Discount	Proxim	**1%**				**10%**
	1	% Discount	Pyramid Communications	**1%**				**10%**
	1	% Discount	Tait	**3%**				**10%**
	1	% Discount	Unication USA	**1%**				**10%**
	1	% Discount	Zetron	**1%**				**10%**
	1	% Discount	All other makes, models, and manufacturers	**3%**	**group 3**			**10%**
2			**Hourly Rate for Repairs (Vendors may opt to provide hourly rates or flat rates depending on the type of device or class of service offered)**					
	1	Hr.	Alcatel	**$ 95.00**				**$95.00**
	1	Hr.	Andrew	**$ 95.00**				**$95.00**
	1	Hr.	Aviat	**$ 95.00**				**$95.00**
	1	Hr.	EF Johnson	**$ 95.00**				**$95.00**
	1	Hr.	ELETK Rectifier	**$ 95.00**				**$95.00**
	1	Hr.	Engineer Daily On-Site Labor				**$1,200**	**$95.00**
	1	Hr.	Engineer Hourly Labor Minimum 1 Hour				$150	$95.00

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
	1	Hr.	General Electric (GE)	**$ 95.00**				**$95.00**
	1	Hr.	ICOM	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	InfoSat	**$ 95.00**				**$95.00**
	1	Hr.	Installer Hourly Labor Minimum 1 Hour				**$85**	**$95.00**
	1	Hr.	JVCKENWOOD USA	**$ 95.00**		**$135.00**		**$95.00**
	1	Hr.	Midland	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	Mobile Radio Installation				**$85**	**$95.00**
	1	Hr.	Motorola	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	On-Site Labor Rate (Customer Location)				**$85**	**$95.00**
	1	Hr.	Post Warranty Maintenance					**$95.00**
	1	Hr.	Programming Flat Fee Per Radio Up To 16 Channels	**$ 95.00**			**$65**	**$56.00**
	1	Hr.	Programming-New Sale Flat Fee Per Radio Up To 16 Channels	**$ 95.00**			**$25**	**$56.00**
	1	Hr.	Proxim	**$ 95.00**				**$95.00**
	1	Hr.	Radio Programming	**$ 95.00**			**$65**	**$80.00**
	1	Hr.	Repair Eval/Estimate Flat Fee Per Item	**$ 65.00**			**$15**	**47.50 - 95.00**
	1	Hr.	Shop Supplies Bench Repair Per Unit Repaired	**$ 95.00**			**$100**	**$95.00**
	1	Hr.	Software Installation				**$85**	**$95.00**
	1	Hr.	Standard Shop Installation				**$195**	**$95.00**
	1	Hr.	Standard Shop Labor Rate	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	Support Services	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	System Technologist					**$125.00**
	1	Hr.	Tait	**$150.00**				**$95.00**
	1	Hr.	Technician Daily On-Site Labor				**$1,200**	**$95.00**
	1	Hr.	Technician Hourly Labor Minimum 1 Hour				**$85**	**$95.00**
	1	Hr.	Tower Climber Hourly Labor Min. Ground Person Required				**$135**	**$142.50**
	1	Hr.	Tower Ground Person Hourly Labor Minimum 1 Hour				**$110**	**$95.00**
	1	Hr.	Training				**$85**	**$95.00**
	1	Hr.	All other makes, models, and manufacturers	**$ 95.00**			**$85**	**$95.00**
3			**Percentage Discount for Accessories from Manufactures (Vendors may opt to include individual discounts for each manufacturer or product offered)**					
	1	% Discount	AdvanceTec	**5%**				**10%**
	1	% Discount	Alcatel	**5%**				**10%**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
	1	% Discount	AlertSense	**1%**				**10%**
	1	% Discount	Andrew	**5%**			**-10%**	**10%**
	1	% Discount	Asentria	**1%**				**10%**
	1	% Discount	Aviat	**3%**				**10%**
	1	% Discount	Bendix King/ BK/ Reim	**5%**				**10%**
	1	% Discount	Brother	**1%**				**10%**
	1	% Discount	Cambium	**1%**			**-10%**	**10%**
	1	% Discount	Ceragon	**1%**				**10%**
	1	% Discount	Code 3	**3%**				**10%**
	1	% Discount	Comscope	**5%**			**-10%**	**10%**
	1	% Discount	CSS Mindshare	**3%**				**10%**
	1	% Discount	David Clark	**5%**				**10%**
	1	% Discount	Dragon Wave	**5%**				**10%**
	1	% Discount	EF Johnson	**5%**				**10%**
	1	% Discount	ELETK Rectifier	**3%**				**10%**
	1	% Discount	Eventide	**3%**				**10%**
	1	% Discount	Federal Signal	**3%**				**10%**
	1	% Discount	General Electric (GE)	**3%**				**10%**
	1	% Discount	Getac	**5%**				**10%**
	1	% Discount	GoRhino	**3%**				**10%**
	1	% Discount	Harris	**3%**				**10%**
	1	% Discount	Havis	**3%**				**10%**
	1	% Discount	HP	**1%**				**10%**
	1	% Discount	Hutton	**3%**				**10%**
	1	% Discount	ICOM	**11%**			**-30%**	**10%**
	1	% Discount	InfoSat	**5%**				**10%**
	1	% Discount	Integrated Tower Systems	**1%**				**10%**
	1	% Discount	JVCKENWOOD USA	**11%**		**30%**		**10%**
	1	% Discount	Kenwood	**11%**		**30%**		**10%**
	1	% Discount	Kenwood LMR	**11%**		**30%**		**10%**
	1	% Discount	L3	**1%**				**10%**
	1	% Discount	lnfoSat	**5%**				**10%**
	1	% Discount	M/A Com	**3%**				**10%**
	1	% Discount	Midland	**1%**				**10%**
	1	% Discount	Motorola	**26%**			**-15%**	**15%**
	1	% Discount	Net Motion	**1%**				**10%**
	1	% Discount	Otto	**5%**				**10%**
	1	% Discount	Power Products	**5%**				**10%**
	1	% Discount	Proxim	**1%**				**10%**
	1	% Discount	Pyramid	**1%**				**10%**
	1	% Discount	Pyramid Com	**1%**				**10%**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
	1	% Discount	Radwin	**1%**				**10%**
	1	% Discount	Raven	**1%**				**10%**
	1	% Discount	Relm/BK	**5%**				**10%**
	1	% Discount	RSI	**1%**				**10%**
	1	% Discount	Ruckus	**1%**				**10%**
	1	% Discount	Sabre	**1%**				**10%**
	1	% Discount	Santa Cruz	**1%**				**10%**
	1	% Discount	Sense lynx	**1%**				**10%**
	1	% Discount	SetCom	**1%**				**10%**
	1	% Discount	SWAT911	**1%**				**10%**
	1	% Discount	Tait	**3%**				**10%**
	1	% Discount	Talley	**3%**				**10%**
	1	% Discount	Telex	**3%**				**10%**
	1	% Discount	Tessco	**3%**				**10%**
	1	% Discount	ThermoBond	**1%**				**10%**
	1	% Discount	UHFDMR / VHFDMR	**1%**				**10%**
	1	% Discount	Unication	**1%**				**10%**
	1	% Discount	Whelen	**1%**				**10%**
	1	% Discount	Zetron	**1%**				**10%**
	1	% Discount	All other makes, models, and manufacturers	**3%**	**see price list**		**-10%**	**10%**

Vendor	Item	Comments
(AA)	**1**	**Aviat's repair prices are a flat rate. The Prices vary depending on the particular FRU that is being repaired.**
(AA)	**2**	**Aviat's repair prices are a flat rate. The Prices vary depending on the particular FRU that is being repaired.**
(AA)	**3**	**Please refer to the document 2B. Aviat Networks Detailed Pricing List-22-00038**
(AC)	**1-3**	**View Vendor 3 tab for discounts and prices**
(AE)	**2**	**Hourly rate, plus travel**
(AD)	**2**	**At our NJ location**
(AH)	**1**	**All radios and accessories in JVCKENWOOD USA Corporation's then current price catalog**
(AH)	**2**	**Per Hour**
(AH)	**3**	**All radios and accessories in JVCKENWOOD USA Corporation's then current price catalog**
(AI)	**2**	**Per Hour**
(AJ)	**2**	**Pricing for repair estimates at sites will be charged on an hourly rate**

***** 3 Items Total *****

DocuSign Envelope ID: 98AB2102-8FCC-40AA-8F73-29783DD57B53

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Vendor (AC) Attachment:



PO Box 2511
Keller, TX 76244
800-853-8165
817-546-8415
FAX
info@comlinktech.com

10-Mar-22

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement 20-00000-22-00038

WE ARE SUBMITTING THE FOLLOWING ADDITIONAL MANUFACTURERS AND DISCOUNTS FOR ITEMS THAT
WILL EITHER BE EQUAL TO THE MANUFACTURERS LISTED ON THE ITB OR CAN ENHANCE THE
PERFORMANCE TO THE RADIO COMMUNICATIONS EQUIPMENT.

No.	Manufacturer	Product Category	APC	Item	Short Description	% Discount
	ADVANCE CHARGER TECHNOLOGIES (ACT)	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	RADIO BATTERY CHARGERS AND CONDITIONERS	5%
	ADVANCETEC	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	RADIO BATTERY CHARGERS AND CONDITIONERS	5%
	CADEX	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	RADIO BATTERY CHARGERS AND CONDITIONERS	5%
	COMLINK WIRELESS TECHNOLOGIES	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	REPLACEMENT RADIO BATTERIES	25%
	ENDURA CHARGER	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	PORTABLE RADIO CHARGERS	15%
	IMPACT	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	PORTABLE RADIO CHARGERS	15%

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

LAIRD/LARSEN ANTENNAS	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**PROTABLE AND MOBILE RADIO ANTENNAS**	**15%**
LOGICS BATTERIES	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**FACTORY MUTUAL APPROVED RADIO BATTERIES**	**20%**
MOTOROLA SOLUTIONS INC	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**TWO-WAY RADIOS PARTS AND ACCESSORIES**	**10%**
OTTO ENGINEERING	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**AUDIO ACCESSORIES**	**10%**
PROCLIP CHARGERS	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**NO HOLES PROTABLE RADIO CHARGERS**	**10%**
PRYME AUDIO ACCESSORIES	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**SPEAKER MICS, SURVEILLIENCE KITS, LAPEL MICS ETC**	**20%**

PORTABLE RADIO SERVICE - FLAT RATE REPAIRS

RADIO PROGRAMMING	**$25**
LEVEL 1 RADIO REPAIR	**$110**
LEVEL 2 RADIO REPAIR	**$120**
LEVEL 3 RADIO REPAIR	**$130**
LEVEL 4 RADIO REPAIR	**$150**
LEVEL 5 RADIO REPAIR	**$215**

ADDITIONAL CHARGES APPLY FOR REPLACEMENT LCD SCREEN AND REPLACEMENT OF BROKEN RADIO CASES.

Vendor (AG) Attachment:

New Mexico ITB-20-00000-22-00038 Accessories Bid -Pricing									
Pricing Sheet (if multiple product offering please add additional rows in product category of offering).									
	Unit Pricing/Details				**Service**			**Warranty**	

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

TWO WAY BATTERY PRODUCT	Product Nun	List Price	Discoun Offered	Net Price	Service Include (Yes or	Service Type Design, Engineering, FSE, etc.)	Service Hourly Rate	Warranty OEM (Years/ Mos.)	Extended Warranty
HARRIS						**For Catalog click Blue link**			
Lith Poly P7100/P7200/P5100/P5200	**IPT-HA-2104-LiP**	**$129.00**	**30%**	**$90.30**	**NO**			**30 Month**	**NO**
Lith Poly P7300/P5300/XG25/XG75	**IPT-HAP7300P**	**$129.00**	**35%**	**$90.30**	**NO**			**30 Month**	**NO**
Lithium Ion XL200P	**IPT-HA-XL200P**	**$169.00**	**25%**	**$126.75**	**NO**			**12 Month**	**NO**
MOTOROLA						**For Catalog click Blue link**			
Li Poly XPR3000/7000/APPX1000/400	**IPT-MT-4409-LiP**	**$119.00**	**20%**	**$95.20**	**NO**			**30 Month**	**NO**
Lith Ion XPR3000/7000APX1000/4000	**IPT-MT-4409-IS**	**$239.00**	**30%**	**$167.30**	**NO**	**Intrinsically Safe**		**12 Month**	**NO**
Li Poly CP200/CP185/P400	**IPT-MT-4497-LiP**	**$99.00**	**20%**	**$79.20**	**NO**			**30 Month**	**NO**
Li Poly for XPR6550	**IPT-MT-6550-LiP**	**$109.00**	**30%**	**$76.30**	**NO**			**30 Month**	**NO**
Li Poly for APX6000/7000/8000	**IPT-MT-7038-LiP**	**$159.00**	**30%**	**$111.30**	**NO**			**30 Month**	**NO**
Li Poly for XTS3000/5000	**IPT-MT-8610-LiP**	**$129.00**	**30%**	**$90.30**	**NO**			**30 Month**	**NO**
Li Poly for XTS1500/2500/HT1250/750	**IPT-MT-9858-LiP**	**$129.00**	**30%**	**$90.30**	**NO**			**30 Month**	**NO**
NiMh for MT2000/HT1000	**IPT-MT-7144M27**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
NiMh for XTS3000/5000	**IPT-MT-8299M40**	**$85.00**	**25%**	**$63.75**	**NO**			**12 Month**	**NO**
NiMh for HT1250/750	**IPT-MT-9009M27**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
NiMh for XTS1500/2500	**IPT-MT-9858M27**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
NiMh for XPR6550	**IPT-MT-4065M16**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
Lithium Ion for XPR6550	**IPT-MT-4066Li18**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
Lithium Ion for HT1250/Ht750	**IPT-MT-9013li18**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
KENWOOD						**For Catalog click Blue link**			
NiMh for TK238/260/261/270/272/278	**IPT-KNB15M22**	**$48.75**	**10%**	**$43.87**	**NO**			**12 Month**	**NO**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

NiMh for TK360/372/373/378/382/388	**IPT-KNB 15M22**	**$48.75**	**10%**	**$43.87**	**NO**			**12 Month**	**NO**
NiMh for TK180/190/280/290/380/390	**IPT-KNB 17M22**	**$51.25**	**10%**	**$46.13**	**NO**			**12 Month**	**NO**
NiMh for TK480/481/490	**IPT-KNB 17M22**	**$51.25**	**10%**	**$46.13**	**NO**			**12 Month**	**NO**
NiMh for TK2140/2160/2168/2170	**IPT-KNB 26M22**	**$58.75**	**10%**	**$52.87**	**NO**			**12 Month**	**NO**
NiMh for TK2360/3140/3148/3160	**IPT-KNB 26M22**	**$58.75**	**10%**	**$52.87**	**NO**			**12 Month**	**NO**
NiMh for TK3168/3170/3173/3360	**IPT-KNB 26M22**	**$58.75**	**10%**	**$52.87**	**NO**			**12 Month**	**NO**
NiMh for NX220/320/420	**IPT-KNB 26M22**	**$58.75**	**10%**	**$52.87**	**NO**			**12 Month**	**NO**
NiMh for TK3130/3131	**IPT-KNB 27M14**	**$30.00**	**10%**	**$27.00**	**NO**			**12 Month**	**NO**
NiMh for TK2200/2300/2400/3200	**IPT-KNB 29M23**	**$52.65**	**10%**	**$47.39**	**NO**			**12 Month**	**NO**
NiMh for TK3300/3400/NX240/340	**IPT-KNB 29M23**	**$52.65**	**10%**	**$47.39**	**NO**			**12 Month**	**NO**
NiMh for NX200/210/300/410/411	**IPT-KNB 32M27**	**$46.25**	**10%**	**$41.62**	**NO**			**12 Month**	**NO**
Lithium Ion for NX200/210/300/410	**IPT-KNB 32Li32**	**$73.40**	**10%**	**$66.06**	**NO**			**12 Month**	**NO**
Lithium Ion for TK2180/3180/5120	**IPT-KNB 32Li32**	**$73.40**	**10%**	**$66.06**	**NO**			**12 Month**	**NO**
Lithium Ion for TK5310/5410	**IPT-KNB 32Li32**	**$73.40**	**10%**	**$66.06**	**NO**			**12 Month**	**NO**
Lithium Ion for TK2140/2160/2168	**IPT-KNB 35Li24**	**$63.75**	**10%**	**$57.38**	**NO**			**12 Month**	**NO**
Lithium Ion for TK3180/3189/5120	**IPT-KNB 35Li24**	**$63.75**	**10%**	**$57.38**	**NO**			**12 Month**	**NO**
Lithium Ion for TK5210/5310/5410	**IPT-KNB 35Li24**	**$63.75**	**10%**	**$57.38**	**NO**			**12 Month**	**NO**
Lithium Ion for NX240/340	**IPT-KNB 45Li24**	**$66.75**	**10%**	**$60.07**	**NO**			**12 Month**	**NO**
Lithium Ion for TK2200/2300/2400	**IPT-KNB 45Li24**	**$66.75**	**10%**	**$60.07**	**NO**			**12 Month**	**No**
Ilithium Ion for TK3200/3300/3400	**IPT-KNB 45Li24**	**$66.75**	**10%**	**$60.07**	**NO**			**12 Month**	**NO**
Lithium Ion for NX300/300	**IPT-KNB 48Li26**	**$70.15**	**10%**	**$63.14**	**NO**			**12 Month**	**NO**
Lithium Ion for TK5220/5320	**IPT-KNB 48li26**	**$70.15**	**10%**	**$63.14**	**NO**			**12 Month**	**NO**
Lithium Poly for NX200/300/210/410	**IPT-KNB 43LiP36**	**$87.50**	**10%**	**$78.75**	**NO**			**30 Month**	**NO**
Lithium Poly for TK3180/3189/5120	**IPT-KNB 43LiP36**	**$87.50**	**10%**	**$78.75**	**NO**			**30 Month**	**NO**
Lithium Poly for TK5210/5310/5410	**IPT-KNB 43LiP36**	**$87.50**	**10%**	**$78.75**	**NO**			**30 month**	**NO**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

IPS - Parking Meter Battery									
IPS M5 Parking Meter Battery	**IPT-GL327ALIS**	**$35.00**	**15%**	**$29.75**	**NO**			**12 month**	**NO**
HARRIS CHARGERS									
Tri Chem Single Bay P7100 and comp	**IPT-HA-2104C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay for P7100 and Comp	**IPT-HA-2104C-6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
MOTOROLA CHARGERS									
Tri Chem Single Bay XTS1500/2500	**IPT-MC-8610C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay XTS3000/5000	**IPT-MC-8610C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chen 6 Bay for XTS1500/2500	**IPT-MC-8610C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay XTS3000/5000	**IPT-MC-8610C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay for HT1250/750	**IPT-MC-9013C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay MT2000/HT1000	**IPT-MC-8610C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay HT1250/750	**IPT-MC-9013C6**	**$599.00**	**20%**	**$279.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay MT2000/HT1000	**IPT-MC-8610C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay XPR6550	**IPT-MC-4065C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay XPR6550	**IPT-MC-4065C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay XPR3500/7500	**IPT-MC-4065C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay XPR3500/7500	**IPT-MC-4065C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay for CP200 & Comp	**IPT-MC-4497C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay CP200 and Comp	**IPT-MC-4497C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay APX1000/4000	**IPT-MC-4065C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay APX1000/4000	**IPT-MC-4065C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay APX6000/7/8	**IPT-MC-7038C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay APX6000/7000/8000	**IPT-MC-7038C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem DC Travel Charger (all)	**IPT-MC-VCHG**	**$159.00**	**20%**	**$127.20**	**NO**			**18 Month**	**NO**

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

NOTE: Some items may not be in catalog link. Call for specification sheet.:									
Insert Product Description									
Insert Product Description									
Insert Product Description									

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Certificate Of Completion

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Source Envelope:
Document Pages: 24
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Raelynn Lujan
13 Bataan Blvd
Santa Fe, NM 87508
Raelynn.Lujan@state.nm.us
IP Address: 164.64.63.2

Record Tracking

Status: Original
4/25/2022 10:16:42 AM
Holder: Raelynn Lujan
Raelynn.Lujan@state.nm.us
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Travis Dutton- Leyda Travis.Dutton-Leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to Travis.Dutton-Leyda@state.nm.us Using IP Address: 73.127.219.222	Sent: 4/25/2022 10:18:04 AM Viewed: 4/25/2022 10:33:21 AM Signed: 4/25/2022 10:33:29 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Raelynn Lujan raelynn.lujan@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to raelynn.lujan@state.nm.us Using IP Address: 76.18.69.157	Sent: 4/25/2022 10:33:32 AM Viewed: 4/25/2022 11:34:36 AM Signed: 4/25/2022 11:34:39 AM
Electronic Record and Signature Disclosure: Accepted: 6/26/2020 4:27:38 PM ID: 6aae9b5a-2aef-4297-a7b0-359c22309d31		
Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to valerie.paulk@state.nm.us Using IP Address: 97.123.188.71 Signed using mobile	Sent: 4/25/2022 11:34:44 AM Viewed: 4/25/2022 11:41:02 AM Signed: 4/25/2022 11:41:31 AM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	4/25/2022 10:18:04 AM
Certified Delivered	Security Checked	4/25/2022 11:41:02 AM
Signing Complete	Security Checked	4/25/2022 11:41:31 AM
Completed	Security Checked	4/25/2022 11:41:31 AM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

Exhibit "F"

City of Las Cruces

EXISTING CONTRACT PURCHASE AGREEMENT

NEW MEXICO STATE PURCHASING DIVISION
CONTRACT NO. 20-00000-22-00038

RADIO PARTS AND REPAIR

Pursuant to terms and conditions of NEW MEXICO STATE PURCHASING DIVISION (NMSPD) Contract No. 20-00000-22-00038, BID No. 20-00000-22-00038 dated April 25, 2022, between the NMSPD and LAS CRUCES RADIO CENTER (CONTRACTOR), as amended and incorporated herein by reference, the City of Las Cruces (CITY) and CONTRACTOR hereby agree on this _____ day of January, 2023, as follows:

1. This Purchase Agreement is intended to be an Existing Contract Purchase Agreement in accordance with LCMC Chapter 24, Article VII, Sec. 24-316.

2. In a satisfactory and proper manner, the CONTRACTOR shall deliver products / perform services pursuant to NMSPD Contract No. 20-00000-22-00038, as set forth in Attachment A, attached hereto and made a part of this Agreement.

3. The effective period of this Agreement shall coexist with NMSPD Contract No. 20-00000-22-00038.

4. In consideration for the satisfactory delivery of products / services, the CONTRACTOR shall be compensated pursuant to the cost terms of NMSPD Contract No. 20-00000-22-00038. Cost of delivered product / services shall be paid by CITY within 30 days upon receipt of undisputed invoice.

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

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

7. That in the event any of the provisions of this Contract are violated by the Contractor or by any of his Subcontractors, the City may serve written notice upon the Contractor and, if a surety exists, upon the surety of its intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the

Contract; and, unless within ten (10) days after and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. On the event of any such termination, if a surety exists, the City shall immediately serve notice thereof upon the surety who shall have the right to take over and perform the Contract, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of the mailing of such surety of notice of termination, the City may take over the work and prosecute the same to completion by the Contract for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the City for any excess cost occasioned the City thereby; and in such event, the City may take possession of and utilize in completing the work, such materials, appliances, and plans as may be on the site of the work and necessary therefore. This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the City, for its convenience or because the project has been permanently abandoned, but only upon fifteen (15) calendar days written notice to Contractor.

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

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

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

11. The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement,

and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

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

LAS CRUCES RADIO CENTER

BY: _____
Name
Title

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Interim Purchasing Manager

_____
Date

APPROVED AS TO FORM

12/17/2022
City Attorney

Revised: August 2022

Attachment A

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
10 Awarded Vendors- Please refer to pages 6 and 7 for details

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

Invoice:
As Requested at Time of Order

Price Agreement Number**:** **20-00000-22-00038**

Payment Terms**:** **Net 30**

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

Delivery**:** **See pages 6 and 7**

Procurement Specialist**:** **Raelynn Lujan** RL

Telephone No.**:** **(505) 670-1561**

Email: **raelynn.lujan@state.nm.us**

Title**:** **Radio Parts and Repair**

Term**:** **April 25, 2022 thru April 24, 2023**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Date: 4/25/2022

Mark Hayden, New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

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the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of

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any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This

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provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Awarded Vendors:

(AA) 0000089975
AVIAT US, Inc.
Dept CH 16534
Palatine, IL 60055-6434 Delivery: 7-9 weeks
(949) 707-2710
hermogenes.decano@aviatnet.com

(AB) 0000051480
Advanced Communication and Electro
2417 Baylor Dr. SE
Albuquerque, NM 87106 Delivery: 15 days typical
(505) 244-3321
service@advtwoway.com; sales@advtwoyway.com

(AC) 0000108698
Comlink Wireless Tech., Inc.
PO Box 2511
Keller TX 76244 Delivery: 7-10 days ARO
(817) 301-3060
info@comlinktech.com

(AD) 0000054703
Durham Communications, Inc.
725 W. Commerce Ave. #105
Gilbert, AZ 85322 Delivery: FOB Gilbert, AZ
(505) 819-7019, (800) 981-8875
Gene@dcicomm.com; Jeff@dcicomm.com

(AE) 0000095679
E.F. Johnson Company
1440 Corporate Drive
Irving TX 75038
(972) 819-0700
orders@efji.com; techsupport@efji.com
Delivery: Purchase Orders are processed individually based on customer LMR requirements. Most in stock items are shipped with two weeks of PO, however items requiring specialized programming or build may require up to 16 weeks ARO.

(AF) 0000010372
Holzberg Communications, Inc.
PO Box 322,
Totowa, NJ 07511 Delivery: 15 Days ARO
(800) 654-9550, (973) 389-9600
holzberg@juno.com

(AG) 0000129335
Impact Power Technologies LLC
145 Wood Road
Braintree, MA 02184 Delivery: Our battery products are Stock - 4 weeks lead time ARO
(781) 752-1202, (772) 210-2286
clynam@impactpowertech.com

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

(AH) 0000084376
JVCKENWOOD USA Corporation
PO Box 22745
Long Beach, CA 90801-5745 Delivery: 60-90 days ARO
(310) 639-9000
sholliman@us.jvckenwood.com

(AI) 0000091384
Las Cruces Radio Center
4970 Black Quartz Road
Las Cruces, NM 88011 Delivery: As Requested
(575) 523-1077
sales@lcradio.com; radiosales@lcradio.com

(AJ) 0000086640
R.T.C., Inc.
300 E. Sunset Rd.
El Paso, TX. 79922 Delivery: 1-12 weeks depending on part availability
(915) 584-6646
mercy@rtcinc.org; omar@rtcinc.org

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Specifications:
Establish a Statewide Price Agreement for communications, radio equipment parts & repair throughout the state of New Mexico. Under the terms and conditions of this Price Agreement, all State of New Mexico Agencies, Commissions, Institutions, Political Sub-divisions and Local Bodies may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each other issued hereunder.

Term:
The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Vendors submitting bids must be authorized employees of the company they represent and can fulfill all applicable warranties and technical support services.

The State of New Mexico reserves the right to obtain quotes from any and all successful bidders for particular communications equipment, parts and repairs and award the job to a contractor based on price, schedule and ability to perform satisfactorily.

Tax Note:
Price shall not include state gross receipts tax or local option tax(es). Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

Bidding Information:
The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any Vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be submitted by the Vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

All materials provided shall be guaranteed by the contractor against mechanical, electrical and workmanship defects. In the event defects become evident within the warranty period, the contractor shall furnish replacement parts and materials at no additional cost to the state. The warranty period shall commence with the date of the communications radio and/or equipment repair acceptance and remain in effect for at least one (1) calendar year, except for expendable items.

The contractor shall provide, within the warranty period and the bid price, the necessary parts, labor and transportation to maintain the equipment in sufficient state of repair to continue system performance in compliance with the specification contained herein.

Bid Review:
State Purchasing Division (SPD) shall perform a bid analysis of all bids received for this Invitation to Bid. This includes a determination of qualification in accordance with the technical standards and requirements of the specifications. The analysis and recommendation for award will be at the discretion of the SPD for final determination and awarding.

Shipping:
All items on the contract must include prepaid shipping costs. All equipment purchased by the Communications Division will be shipped to the applicable address.

Warranty:
For all warranty repairs the contractor will pay the shipping cost to the contractor’s repair facility and must pay the return shipping cost to the appropriate using entity in the State of New Mexico.

For all out-of-warranty repairs the Department of Information Technology will pay the shipping costs for both directions.

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The equipment will be purchased, repaired and returned to the Communications Division's prepaid address below:

Office of Communications- DoIT
Law Enforcement Complex
4491 South Cerrillos Road.
Santa Fe, New Mexico 87505

Agencies and Local Public Bodies not required to go through DoIT, shall make shipping arrangements at the time of order.

The Department of Information Technology has designated a Procurement Manager who is responsible for the conduct of this procurement and whose name is listed below:

Michael Rohrbacher
Director of Public Safety Communications
505-476-3158 office
505-827-2325
Prospective bidders may contact only the procurement manager regarding the procurement. Other State employees do not have the authority to respond in behalf of the Public Safety Communications Division.

The State of New Mexico requires a minimum fixed percentage discount from the manufactures depot rate and products. Equipment, repairs, parts and accessories may be listed on a services catalog, flash-drive, or CD-ROM. At this time it is impossible to list all the specific individual components that may be required for repair and maintenance.

All equipment, parts and accessories purchased or used for repair must be new factory parts; no substitutes will be accepted.

Categories of equipment repair required include, but are not limited to:

Microwave communications equipment, power amplifiers, mobile and portable radios, vehicular repeaters, telemetry units, repeaters, communications control heads, base stations, satellite antenna dome repair, communications consoles, communications circuit board repair, microwave transmission line dehydrators, power rectifiers and power supplies, etc.

Minimum Specifications

Contractors may utilize subcontractors for various portions of the repair work.

Bidders should list in-house resources and tasks to be subcontracted. All work performed either in-house or by subcontractor is the sole responsibility of the awarded contractor.

In all cases the successful bidders will be solely responsible for the proper completion of repair work.

All work is to be completed by a fully qualified engineer and/or technician.

All work and/or repair must be completed in compliance with the manufactures specifications.

Contractor shall be responsible for the physical security of his own property and that of the State of New Mexico, which is in the contractor's custody.

Contractor will be responsible for obtaining any bonding, licensing and training which may be required to complete the repairs.

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Contractor may be required to purchase bonding, including but not limited to material and labor bonds, performance bonds, bid bonds.
Contractor may be required to provide proof of insurance including but not limited to comprehensive general liability, personal injury, owner's protective liability, comprehensive automobile liability and workman's compensation.

Contractor must be able to supply all materials and labor to complete a repair. The Department of Information Technology, Public Safety Communications Division may at their discretion, supply some materials for any given project.

By submitting a bid the vendor acknowledges that they are either an authorized representative of the manufacturer for the type of equipment submitted and can fulfill all factory warranties and technical services required.

Payments and Invoicing:

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

Payment Terms**: Net 30**

F.O.B.**: Destination**
Method of Award
Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154 the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to insure availability and timely delivery. Awards will be made to meet the best interests of the State of New Mexico.

Escalation/De-escalation Clause:
In the event of a product cost increase, an escalation request will be reviewed and approved by SPD on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well shall apply. If the vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases and/or decreases will not be retroactive to orders already in-house or back-ordered. Orders will be filled at the price in effect of the date of the receipt of the order by the awarded vendor.

All requests for price increases must include the following information from the vendor:

1) Agreement Item Number
2) Current Item Price
3) Proposed New Price
4) Percentage of Increase
For escalations awarded, vendor must also supply a current Letter from the Manufacture addressed to the vendor. The letter must state that they are increasing the price from the factory to the vendor, as well as the reason for the increase. For a price decrease, a letter from the vendor will be sufficient.
SPD upon review of an escalation or decrease request may require additional supporting documentation prior to awarding. Final determination on the approval or disapproval of the escalation or decrease request will be made by SPD.

***** End of Specifications *****

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Awarded Vendors: (AA) thru (AE)

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
1			**Discount from Prices Listed for Items in Parts Catalog from Manufactures (Vendors may opt to provide individual discounts for each manufacturer or product offered)**					
	1	% Discount	Alcatel		**5%**			
	1	% Discount	Andrew		**10%**		**10%**	
	1	% Discount	Aviat	**%Varies**	**5%**			
	1	% Discount	CSS-Mindshare		**5%**			
	1	% Discount	EF Johnson		**15%**		**10%**	**20%**
	1	% Discount	ELETK Rectifier		**5%**			
	1	% Discount	General Electric (GE)		**15%**			
	1	% Discount	Harris		**10%**		**10%**	
	1	% Discount	ICOM		**8%**		**10%**	
	1	% Discount	InfoSat		**8%**			
	1	% Discount	Kenwood LMR		**15%**		**10%**	**20%**
	1	% Discount	Kenwood Systems		**10%**		**10%**	**20%**
	1	% Discount	M/A Com		**10%**		**10%**	
	1	% Discount	Midland		**10%**			
	1	% Discount	Motorola		**15%**			
	1	% Discount	Motorola		**15%**			
	1	% Discount	Proxim		**10%**			
	1	% Discount	Pyramid Communications		**10%**			
	1	% Discount	Tait		**10%**		**10%**	
	1	% Discount	Unication USA		**8%**			
	1	% Discount	Zetron		**3%**		**10%**	
	1	% Discount	All other makes, models, and manufacturers		**5%**	**%Varies**	**5%**	
2			**Hourly Rate for Repairs (Vendors may opt to provide hourly rates or flat rates depending on the type of device or class of service offered)**					
	1	Hr.	Alcatel		**$150.00**			
	1	Hr.	Andrew		**$150.00**		**$95 shop $760 on site**	
	1	Hr.	Aviat	**% Varies**	**$150.00**			

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
	1	Hr.	EF Johnson		**$150.00**		**$95 shop $760 on site**	**$225**
	1	Hr.	ELETK Rectifier		**$150.00**			
	1	Hr.	Engineer Daily On-Site Labor		**$150.00**		**$1560 Hr.**	
	1	Hr.	Engineer Hourly Labor Minimum 1 Hour		**$150.00**		**$195 Hr.**	
	1	Hr.	General Electric (GE)		**$150.00**			
	1	Hr.	ICOM		**$150.00**		**$95 shop $760 on site**	
	1	Hr.	InfoSat		**$150.00**			
	1	Hr.	Installer Hourly Labor Minimum 1 Hour		**$125.00**			
	1	Hr.	JVCKENWOOD USA		**$150.00**		**$95 shop $760 on site**	
	1	Hr.	Midland		**$150.00**			
	1	Hr.	Mobile Radio Installation		**$125.00**		**$80 Hr.**	
	1	Hr.	Motorola		**$150.00**			
	1	Hr.	On-Site Labor Rate (Customer Location)		**$150.00**		**$ 760 Hr.**	**$225**
	1	Hr.	Post Warranty Maintenance		**$150.00**			**$225**
	1	Hr.	Programming Flat Fee Per Radio Up To 16 Channels		**$75.00**		**$35**	
	1	Hr.	Programming-New Sale Flat Fee Per Radio Up To 16 Channels		**$75.00**		**$35**	
	1	Hr.	Proxim		**$150.00**			
	1	Hr.	Radio Programming		**$125.00**			**$225**
	1	Hr.	Repair Eval/Estimate Flat Fee Per Item		**$45.00**		**$95**	
	1	Hr.	Shop Supplies Bench Repair Per Unit Repaired		**$25.00**			
	1	Hr.	Software Installation		**$150.00**			**$225**
	1	Hr.	Standard Shop Installation		**$150.00**		**$80 Hr.**	**$225**
	1	Hr.	Standard Shop Labor Rate		**$150.00**		**$95 Hr.**	**$225**
	1	Hr.	Support Services		**$150.00**			**$225**
	1	Hr.	System Technologist		**$150.00**			**$225**
	1	Hr.	Tait		**$150.00**		**$95 shop $760 on site**	
	1	Hr.	Technician Daily On-Site Labor		**$150.00**		**$760 Hr.**	**$225**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
	1	Hr.	Technician Hourly Labor Minimum 1 Hour		**$150.00**		**$95 Hr.**	**$225**
	1	Hr.	Tower Climber Hourly Labor Min. 1 Ground Person Required		**$225.00**		**$175 Hr.**	
	1	Hr.	Tower Ground Person Hourly Labor Minimum 1 Hour		**$185.00**		**$125 Hr.**	
	1	Hr.	Training		**$150.00**		**$125 Hr.**	**$225**
	1	Hr.	All other makes, models, and manufacturers		**$150.00**	**% Varies**	**Same**	
3			**Percentage Discount for Accessories from Manufactures (Vendors may opt to include individual discounts for each manufacturer or product offered)**					
	1	% Discount	AdvanceTec		**5%**			
	1	% Discount	Alcatel		**5%**			
	1	% Discount	AlertSense		**3%**		**10%**	
	1	% Discount	Andrew		**5%**			
	1	% Discount	Asentria		**3%**			
	1	% Discount	Aviat	**40%**	**5%**			
	1	% Discount	Bendix King/ BK/ Reim		**10%**		**10%**	
	1	% Discount	Brother		**10%**			
	1	% Discount	Cambium		**5%**			
	1	% Discount	Ceragon		**5%**			
	1	% Discount	Code 3		**5%**			
	1	% Discount	Comscope		**5%**			
	1	% Discount	CSS Mindshare		**5%**			
	1	% Discount	David Clark		**3%**			
	1	% Discount	Dragon Wave		**3%**			
	1	% Discount	EF Johnson		**10%**		**10%**	**20%**
	1	% Discount	ELETK Rectifier		**5%**			
	1	% Discount	Eventide		**3%**			
	1	% Discount	Federal Signal		**5%**			
	1	% Discount	General Electric (GE)		**15%**			
	1	% Discount	Getac		**3%**			
	1	% Discount	GoRhino		**3%**			
	1	% Discount	Harris		**10%**			
	1	% Discount	Havis		**5%**		**10%**	
	1	% Discount	HP		**3%**			
	1	% Discount	Hutton		**5%**			
	1	% Discount	ICOM		**8%**		**10%**	

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
	1	% Discount	InfoSat		**8%**			
	1	% Discount	Integrated Tower Systems		**3%**			
	1	% Discount	JVCKENWOOD USA		**10%**		**10%**	
	1	% Discount	Kenwood		**10%**		**10%**	**20%**
	1	% Discount	Kenwood LMR		**10%**		**10%**	**20%**
	1	% Discount	L3		**10%**			
	1	% Discount	lnfoSat		**8%**		**10%**	
	1	% Discount	M/A Com		**10%**			
	1	% Discount	Midland		**10%**			
	1	% Discount	Motorola		**15%**			
	1	% Discount	Net Motion		**3%**			
	1	% Discount	Otto		**8%**			
	1	% Discount	Power Products		**10%**			
	1	% Discount	Proxim		**10%**			
	1	% Discount	Pyramid		**5%**			
	1	% Discount	Pyramid Com		**5%**			
	1	% Discount	Radwin		**10%**			
	1	% Discount	Raven		**5%**			
	1	% Discount	Relm/BK		**5%**		**10%**	
	1	% Discount	RSI		**5%**			
	1	% Discount	Ruckus		**5%**			
	1	% Discount	Sabre		**5%**			
	1	% Discount	Santa Cruz		**5%**			
	1	% Discount	Sense lynx		**5%**			
	1	% Discount	SetCom		**5%**			
	1	% Discount	SWAT911		**5%**			
	1	% Discount	Tait		**10%**		**10%**	
	1	% Discount	Talley		**3%**			
	1	% Discount	Telex		**5%**			
	1	% Discount	Tessco		**3%**			
	1	% Discount	ThermoBond		**2%**			
	1	% Discount	UHFDMR / VHFDMR		**5%**			
	1	% Discount	Unication		**8%**			
	1	% Discount	Whelen		**5%**			
	1	% Discount	Zetron		**3%**		**10%**	
	1	% Discount	All other makes, models, and manufacturers		**3%**	**%Varies**	**10%**	

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Awarded Vendors: (AF) thru (AJ)

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
1			**Discount from Prices Listed for Items in Parts Catalog from Manufactures (Vendors may opt to provide individual discounts for each manufacturer or product offered)**					
	1	% Discount	Alcatel	**5%**				**10%**
	1	% Discount	Andrew	**5%**			**-10%**	**10%**
	1	% Discount	Aviat	**3%**				**10%**
	1	% Discount	CSS-Mindshare	**3%**				**10%**
	1	% Discount	EF Johnson	**5%**				**10%**
	1	% Discount	ELETK Rectifier	**3%**				**10%**
	1	% Discount	General Electric (GE)	**3%**				**10%**
	1	% Discount	Harris	**3%**				**10%**
	1	% Discount	ICOM	**11%**			**-30%**	**10%**
	1	% Discount	InfoSat	**5%**				**10%**
	1	% Discount	Kenwood LMR	**11%**		**30%**		**10%**
	1	% Discount	Kenwood Systems	**11%**		**30%**		**10%**
	1	% Discount	M/A Com	**3%**				**10%**
	1	% Discount	Midland	**1%**				**10%**
	1	% Discount	Motorola	**26%**			**-10%**	**10%**
	1	% Discount	Motorola	**26%**				**10%**
	1	% Discount	Proxim	**1%**				**10%**
	1	% Discount	Pyramid Communications	**1%**				**10%**
	1	% Discount	Tait	**3%**				**10%**
	1	% Discount	Unication USA	**1%**				**10%**
	1	% Discount	Zetron	**1%**				**10%**
	1	% Discount	All other makes, models, and manufacturers	**3%**	**group 3**			**10%**
2			**Hourly Rate for Repairs (Vendors may opt to provide hourly rates or flat rates depending on the type of device or class of service offered)**					
	1	Hr.	Alcatel	**$ 95.00**				**$95.00**
	1	Hr.	Andrew	**$ 95.00**				**$95.00**
	1	Hr.	Aviat	**$ 95.00**				**$95.00**
	1	Hr.	EF Johnson	**$ 95.00**				**$95.00**
	1	Hr.	ELETK Rectifier	**$ 95.00**				**$95.00**
	1	Hr.	Engineer Daily On-Site Labor				**$1,200**	**$95.00**
	1	Hr.	Engineer Hourly Labor Minimum 1 Hour				$150	$95.00

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
	1	Hr.	General Electric (GE)	**$ 95.00**				**$95.00**
	1	Hr.	ICOM	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	InfoSat	**$ 95.00**				**$95.00**
	1	Hr.	Installer Hourly Labor Minimum 1 Hour				**$85**	**$95.00**
	1	Hr.	JVCKENWOOD USA	**$ 95.00**		**$135.00**		**$95.00**
	1	Hr.	Midland	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	Mobile Radio Installation				**$85**	**$95.00**
	1	Hr.	Motorola	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	On-Site Labor Rate (Customer Location)				**$85**	**$95.00**
	1	Hr.	Post Warranty Maintenance					**$95.00**
	1	Hr.	Programming Flat Fee Per Radio Up To 16 Channels	**$ 95.00**			**$65**	**$56.00**
	1	Hr.	Programming-New Sale Flat Fee Per Radio Up To 16 Channels	**$ 95.00**			**$25**	**$56.00**
	1	Hr.	Proxim	**$ 95.00**				**$95.00**
	1	Hr.	Radio Programming	**$ 95.00**			**$65**	**$80.00**
	1	Hr.	Repair Eval/Estimate Flat Fee Per Item	**$ 65.00**			**$15**	**47.50 - 95.00**
	1	Hr.	Shop Supplies Bench Repair Per Unit Repaired	**$ 95.00**			**$100**	**$95.00**
	1	Hr.	Software Installation				**$85**	**$95.00**
	1	Hr.	Standard Shop Installation				**$195**	**$95.00**
	1	Hr.	Standard Shop Labor Rate	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	Support Services	**$ 95.00**			**$85**	**$95.00**
	1	Hr.	System Technologist					**$125.00**
	1	Hr.	Tait	**$150.00**				**$95.00**
	1	Hr.	Technician Daily On-Site Labor				**$1,200**	**$95.00**
	1	Hr.	Technician Hourly Labor Minimum 1 Hour				**$85**	**$95.00**
	1	Hr.	Tower Climber Hourly Labor Min. Ground Person Required				**$135**	**$142.50**
	1	Hr.	Tower Ground Person Hourly Labor Minimum 1 Hour				**$110**	**$95.00**
	1	Hr.	Training				**$85**	**$95.00**
	1	Hr.	All other makes, models, and manufacturers	**$ 95.00**			**$85**	**$95.00**
3			**Percentage Discount for Accessories from Manufactures (Vendors may opt to include individual discounts for each manufacturer or product offered)**					
	1	% Discount	AdvanceTec	**5%**				**10%**
	1	% Discount	Alcatel	**5%**				**10%**

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State of New Mexico
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Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
	1	% Discount	AlertSense	**1%**				**10%**
	1	% Discount	Andrew	**5%**			**-10%**	**10%**
	1	% Discount	Asentria	**1%**				**10%**
	1	% Discount	Aviat	**3%**				**10%**
	1	% Discount	Bendix King/ BK/ Reim	**5%**				**10%**
	1	% Discount	Brother	**1%**				**10%**
	1	% Discount	Cambium	**1%**			**-10%**	**10%**
	1	% Discount	Ceragon	**1%**				**10%**
	1	% Discount	Code 3	**3%**				**10%**
	1	% Discount	Comscope	**5%**			**-10%**	**10%**
	1	% Discount	CSS Mindshare	**3%**				**10%**
	1	% Discount	David Clark	**5%**				**10%**
	1	% Discount	Dragon Wave	**5%**				**10%**
	1	% Discount	EF Johnson	**5%**				**10%**
	1	% Discount	ELETK Rectifier	**3%**				**10%**
	1	% Discount	Eventide	**3%**				**10%**
	1	% Discount	Federal Signal	**3%**				**10%**
	1	% Discount	General Electric (GE)	**3%**				**10%**
	1	% Discount	Getac	**5%**				**10%**
	1	% Discount	GoRhino	**3%**				**10%**
	1	% Discount	Harris	**3%**				**10%**
	1	% Discount	Havis	**3%**				**10%**
	1	% Discount	HP	**1%**				**10%**
	1	% Discount	Hutton	**3%**				**10%**
	1	% Discount	ICOM	**11%**			**-30%**	**10%**
	1	% Discount	InfoSat	**5%**				**10%**
	1	% Discount	Integrated Tower Systems	**1%**				**10%**
	1	% Discount	JVCKENWOOD USA	**11%**		**30%**		**10%**
	1	% Discount	Kenwood	**11%**		**30%**		**10%**
	1	% Discount	Kenwood LMR	**11%**		**30%**		**10%**
	1	% Discount	L3	**1%**				**10%**
	1	% Discount	lnfoSat	**5%**				**10%**
	1	% Discount	M/A Com	**3%**				**10%**
	1	% Discount	Midland	**1%**				**10%**
	1	% Discount	Motorola	**26%**			**-15%**	**15%**
	1	% Discount	Net Motion	**1%**				**10%**
	1	% Discount	Otto	**5%**				**10%**
	1	% Discount	Power Products	**5%**				**10%**
	1	% Discount	Proxim	**1%**				**10%**
	1	% Discount	Pyramid	**1%**				**10%**
	1	% Discount	Pyramid Com	**1%**				**10%**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Item	Approx. Qty.	UOM	Article and Description	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)
	1	% Discount	Radwin	**1%**				**10%**
	1	% Discount	Raven	**1%**				**10%**
	1	% Discount	Relm/BK	**5%**				**10%**
	1	% Discount	RSI	**1%**				**10%**
	1	% Discount	Ruckus	**1%**				**10%**
	1	% Discount	Sabre	**1%**				**10%**
	1	% Discount	Santa Cruz	**1%**				**10%**
	1	% Discount	Sense lynx	**1%**				**10%**
	1	% Discount	SetCom	**1%**				**10%**
	1	% Discount	SWAT911	**1%**				**10%**
	1	% Discount	Tait	**3%**				**10%**
	1	% Discount	Talley	**3%**				**10%**
	1	% Discount	Telex	**3%**				**10%**
	1	% Discount	Tessco	**3%**				**10%**
	1	% Discount	ThermoBond	**1%**				**10%**
	1	% Discount	UHFDMR / VHFDMR	**1%**				**10%**
	1	% Discount	Unication	**1%**				**10%**
	1	% Discount	Whelen	**1%**				**10%**
	1	% Discount	Zetron	**1%**				**10%**
	1	% Discount	All other makes, models, and manufacturers	**3%**	**see price list**		**-10%**	**10%**

Vendor	Item	Comments
(AA)	**1**	**Aviat's repair prices are a flat rate. The Prices vary depending on the particular FRU that is being repaired.**
(AA)	**2**	**Aviat's repair prices are a flat rate. The Prices vary depending on the particular FRU that is being repaired.**
(AA)	**3**	**Please refer to the document 2B. Aviat Networks Detailed Pricing List-22-00038**
(AC)	**1-3**	**View Vendor 3 tab for discounts and prices**
(AE)	**2**	**Hourly rate, plus travel**
(AD)	**2**	**At our NJ location**
(AH)	**1**	**All radios and accessories in JVCKENWOOD USA Corporation's then current price catalog**
(AH)	**2**	**Per Hour**
(AH)	**3**	**All radios and accessories in JVCKENWOOD USA Corporation's then current price catalog**
(AI)	**2**	**Per Hour**
(AJ)	**2**	**Pricing for repair estimates at sites will be charged on an hourly rate**

***** 3 Items Total *****

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

Vendor (AC) Attachment:

PO Box 2511
Keller, TX 76244
800-853-8165
817-546-8415
FAX
info@comlinktech.com

10-Mar-22

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement 20-00000-22-00038

WE ARE SUBMITTING THE FOLLOWING ADDITIONAL MANUFACTURERS AND DISCOUNTS FOR ITEMS THAT
WILL EITHER BE EQUAL TO THE MANUFACTURERS LISTED ON THE ITB OR CAN ENHANCE THE
PERFORMANCE TO THE RADIO COMMUNICATIONS EQUIPMENT.

No.	Manufacturer	Product Category	APC	Item	Short Description	% Discount
	ADVANCE CHARGER TECHNOLOGIES (ACT)	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	RADIO BATTERY CHARGERS AND CONDITIONERS	5%
	ADVANCETEC	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	RADIO BATTERY CHARGERS AND CONDITIONERS	5%
	CADEX	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	RADIO BATTERY CHARGERS AND CONDITIONERS	5%
	COMLINK WIRELESS TECHNOLOGIES	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	REPLACEMENT RADIO BATTERIES	25%
	ENDURA CHARGER	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	PORTABLE RADIO CHARGERS	15%
	IMPACT	Communications, Radio Equipment, Parts, Accessories and Related Services		FULL CATALOG	PORTABLE RADIO CHARGERS	15%

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

LAIRD/LARSEN ANTENNAS	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**PROTABLE AND MOBILE RADIO ANTENNAS**	**15%**
LOGICS BATTERIES	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**FACTORY MUTUAL APPROVED RADIO BATTERIES**	**20%**
MOTOROLA SOLUTIONS INC	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**TWO-WAY RADIOS PARTS AND ACCESSORIES**	**10%**
OTTO ENGINEERING	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**AUDIO ACCESSORIES**	**10%**
PROCLIP CHARGERS	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**NO HOLES PROTABLE RADIO CHARGERS**	**10%**
PRYME AUDIO ACCESSORIES	**Communications, Radio Equipment, Parts, Accessories and Related Services**	**FULL CATALOG**	**SPEAKER MICS, SURVEILLIENCE KITS, LAPEL MICS ETC**	**20%**

PORTABLE RADIO SERVICE - FLAT RATE REPAIRS

RADIO PROGRAMMING	**$25**
LEVEL 1 RADIO REPAIR	**$110**
LEVEL 2 RADIO REPAIR	**$120**
LEVEL 3 RADIO REPAIR	**$130**
LEVEL 4 RADIO REPAIR	**$150**
LEVEL 5 RADIO REPAIR	**$215**

ADDITIONAL CHARGES APPLY FOR REPLACEMENT LCD SCREEN AND REPLACEMENT OF BROKEN RADIO CASES.

Vendor (AG) Attachment:

New Mexico ITB-20-00000-22-00038 Accessories Bid -Pricing									
Pricing Sheet (if multiple product offering please add additional rows in product category of offering).									
	Unit Pricing/Details				**Service**			**Warranty**	

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

TWO WAY BATTERY PRODUCT	Product Nun	List Price	Discoun Offered	Net Price	Service Include (Yes or	Service Type Design, Engineering, FSE, etc.)	Service Hourly Rate	Warranty OEM (Years/ Mos.)	Extended Warranty
HARRIS						**For Catalog click Blue link**			
Lith Poly P7100/P7200/P5100/P5200	**IPT-HA-2104-LiP**	**$129.00**	**30%**	**$90.30**	**NO**			**30 Month**	**NO**
Lith Poly P7300/P5300/XG25/XG75	**IPT-HAP7300P**	**$129.00**	**35%**	**$90.30**	**NO**			**30 Month**	**NO**
Lithium Ion XL200P	**IPT-HA-XL200P**	**$169.00**	**25%**	**$126.75**	**NO**			**12 Month**	**NO**
MOTOROLA						**For Catalog click Blue link**			
Li Poly XPR3000/7000/APPX1000/400	**IPT-MT-4409-LiP**	**$119.00**	**20%**	**$95.20**	**NO**			**30 Month**	**NO**
Lith Ion XPR3000/7000APX1000/4000	**IPT-MT-4409-IS**	**$239.00**	**30%**	**$167.30**	**NO**	**Intrinsically Safe**		**12 Month**	**NO**
Li Poly CP200/CP185/P400	**IPT-MT-4497-LiP**	**$99.00**	**20%**	**$79.20**	**NO**			**30 Month**	**NO**
Li Poly for XPR6550	**IPT-MT-6550-LiP**	**$109.00**	**30%**	**$76.30**	**NO**			**30 Month**	**NO**
Li Poly for APX6000/7000/8000	**IPT-MT-7038-LiP**	**$159.00**	**30%**	**$111.30**	**NO**			**30 Month**	**NO**
Li Poly for XTS3000/5000	**IPT-MT-8610-LiP**	**$129.00**	**30%**	**$90.30**	**NO**			**30 Month**	**NO**
Li Poly for XTS1500/2500/HT1250/750	**IPT-MT-9858-LiP**	**$129.00**	**30%**	**$90.30**	**NO**			**30 Month**	**NO**
NiMh for MT2000/HT1000	**IPT-MT-7144M27**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
NiMh for XTS3000/5000	**IPT-MT-8299M40**	**$85.00**	**25%**	**$63.75**	**NO**			**12 Month**	**NO**
NiMh for HT1250/750	**IPT-MT-9009M27**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
NiMh for XTS1500/2500	**IPT-MT-9858M27**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
NiMh for XPR6550	**IPT-MT-4065M16**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
Lithium Ion for XPR6550	**IPT-MT-4066Li18**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
Lithium Ion for HT1250/Ht750	**IPT-MT-9013li18**	**$75.00**	**25%**	**$56.25**	**NO**			**12 Month**	**NO**
KENWOOD						**For Catalog click Blue link**			
NiMh for TK238/260/261/270/272/278	**IPT-KNB15M22**	**$48.75**	**10%**	**$43.87**	**NO**			**12 Month**	**NO**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

NiMh for TK360/372/373/378/382/388	**IPT-KNB 15M22**	**$48.75**	**10%**	**$43.87**	**NO**			**12 Month**	**NO**
NiMh for TK180/190/280/290/380/390	**IPT-KNB 17M22**	**$51.25**	**10%**	**$46.13**	**NO**			**12 Month**	**NO**
NiMh for TK480/481/490	**IPT-KNB 17M22**	**$51.25**	**10%**	**$46.13**	**NO**			**12 Month**	**NO**
NiMh for TK2140/2160/2168/2170	**IPT-KNB 26M22**	**$58.75**	**10%**	**$52.87**	**NO**			**12 Month**	**NO**
NiMh for TK2360/3140/3148/3160	**IPT-KNB 26M22**	**$58.75**	**10%**	**$52.87**	**NO**			**12 Month**	**NO**
NiMh for TK3168/3170/3173/3360	**IPT-KNB 26M22**	**$58.75**	**10%**	**$52.87**	**NO**			**12 Month**	**NO**
NiMh for NX220/320/420	**IPT-KNB 26M22**	**$58.75**	**10%**	**$52.87**	**NO**			**12 Month**	**NO**
NiMh for TK3130/3131	**IPT-KNB 27M14**	**$30.00**	**10%**	**$27.00**	**NO**			**12 Month**	**NO**
NiMh for TK2200/2300/2400/3200	**IPT-KNB 29M23**	**$52.65**	**10%**	**$47.39**	**NO**			**12 Month**	**NO**
NiMh for TK3300/3400/NX240/340	**IPT-KNB 29M23**	**$52.65**	**10%**	**$47.39**	**NO**			**12 Month**	**NO**
NiMh for NX200/210/300/410/411	**IPT-KNB 32M27**	**$46.25**	**10%**	**$41.62**	**NO**			**12 Month**	**NO**
Lithium Ion for NX200/210/300/410	**IPT-KNB 32Li32**	**$73.40**	**10%**	**$66.06**	**NO**			**12 Month**	**NO**
Lithium Ion for TK2180/3180/5120	**IPT-KNB 32Li32**	**$73.40**	**10%**	**$66.06**	**NO**			**12 Month**	**NO**
Lithium Ion for TK5310/5410	**IPT-KNB 32Li32**	**$73.40**	**10%**	**$66.06**	**NO**			**12 Month**	**NO**
Lithium Ion for TK2140/2160/2168	**IPT-KNB 35Li24**	**$63.75**	**10%**	**$57.38**	**NO**			**12 Month**	**NO**
Lithium Ion for TK3180/3189/5120	**IPT-KNB 35Li24**	**$63.75**	**10%**	**$57.38**	**NO**			**12 Month**	**NO**
Lithium Ion for TK5210/5310/5410	**IPT-KNB 35Li24**	**$63.75**	**10%**	**$57.38**	**NO**			**12 Month**	**NO**
Lithium Ion for NX240/340	**IPT-KNB 45Li24**	**$66.75**	**10%**	**$60.07**	**NO**			**12 Month**	**NO**
Lithium Ion for TK2200/2300/2400	**IPT-KNB 45Li24**	**$66.75**	**10%**	**$60.07**	**NO**			**12 Month**	**No**
Ilithium Ion for TK3200/3300/3400	**IPT-KNB 45Li24**	**$66.75**	**10%**	**$60.07**	**NO**			**12 Month**	**NO**
Lithium Ion for NX300/300	**IPT-KNB 48Li26**	**$70.15**	**10%**	**$63.14**	**NO**			**12 Month**	**NO**
Lithium Ion for TK5220/5320	**IPT-KNB 48li26**	**$70.15**	**10%**	**$63.14**	**NO**			**12 Month**	**NO**
Lithium Poly for NX200/300/210/410	**IPT-KNB 43LiP36**	**$87.50**	**10%**	**$78.75**	**NO**			**30 Month**	**NO**
Lithium Poly for TK3180/3189/5120	**IPT-KNB 43LiP36**	**$87.50**	**10%**	**$78.75**	**NO**			**30 Month**	**NO**
Lithium Poly for TK5210/5310/5410	**IPT-KNB 43LiP36**	**$87.50**	**10%**	**$78.75**	**NO**			**30 month**	**NO**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00038

IPS - Parking Meter Battery									
IPS M5 Parking Meter Battery	**IPT-GL327ALIS**	**$35.00**	**15%**	**$29.75**	**NO**			**12 month**	**NO**
HARRIS CHARGERS									
Tri Chem Single Bay P7100 and comp	**IPT-HA-2104C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay for P7100 and Comp	**IPT-HA-2104C-6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
MOTOROLA CHARGERS									
Tri Chem Single Bay XTS1500/2500	**IPT-MC-8610C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay XTS3000/5000	**IPT-MC-8610C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chen 6 Bay for XTS1500/2500	**IPT-MC-8610C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay XTS3000/5000	**IPT-MC-8610C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay for HT1250/750	**IPT-MC-9013C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay MT2000/HT1000	**IPT-MC-8610C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay HT1250/750	**IPT-MC-9013C6**	**$599.00**	**20%**	**$279.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay MT2000/HT1000	**IPT-MC-8610C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay XPR6550	**IPT-MC-4065C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay XPR6550	**IPT-MC-4065C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay XPR3500/7500	**IPT-MC-4065C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay XPR3500/7500	**IPT-MC-4065C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay for CP200 & Comp	**IPT-MC-4497C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay CP200 and Comp	**IPT-MC-4497C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay APX1000/4000	**IPT-MC-4065C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay APX1000/4000	**IPT-MC-4065C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem Single Bay APX6000/7/8	**IPT-MC-7038C**	**$89.00**	**20%**	**$71.20**	**NO**			**18 Month**	**NO**
Tri Chem 6 Bay APX6000/7000/8000	**IPT-MC-7038C6**	**$599.00**	**20%**	**$479.20**	**NO**			**18 Month**	**NO**
Tri Chem DC Travel Charger (all)	**IPT-MC-VCHG**	**$159.00**	**20%**	**$127.20**	**NO**			**18 Month**	**NO**

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State of New Mexico
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Insert Product Description									
Insert Product Description									
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Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Raelynn Lujan raelynn.lujan@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to raelynn.lujan@state.nm.us Using IP Address: 76.18.69.157	Sent: 4/25/2022 10:33:32 AM Viewed: 4/25/2022 11:34:36 AM Signed: 4/25/2022 11:34:39 AM
Electronic Record and Signature Disclosure: Accepted: 6/26/2020 4:27:38 PM ID: 6aae9b5a-2aef-4297-a7b0-359c22309d31		
Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to valerie.paulk@state.nm.us Using IP Address: 97.123.188.71 Signed using mobile	Sent: 4/25/2022 11:34:44 AM Viewed: 4/25/2022 11:41:02 AM Signed: 4/25/2022 11:41:31 AM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	4/25/2022 10:18:04 AM
Certified Delivered	Security Checked	4/25/2022 11:41:02 AM
Signing Complete	Security Checked	4/25/2022 11:41:31 AM
Completed	Security Checked	4/25/2022 11:41:31 AM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

23-092

City of Las Cruces

City Council Action and Executive Summary

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

District:	☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:		**Adopted:**	February 6, 2023
Drafter:	Vanessa King	**Department:**	Legal
Program:	Administration	**Line of Business:**	Office of the Director

Title: **A RESOLUTION APPROVING A RESTAURANT A - BEER AND WINE LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY TO LORENZO'S ITALIAN RESTAURANT LOCATED AT 1753 E. UNIVERSITY AVENUE, LAS CRUCES, NEW MEXICO 88011.**

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

PURPOSE(S) OF ACTION:
To approve a beer and wine liquor license.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
Pursuant to New Mexico Statutes, an application for a Restaurant A - Beer and Wine State Liquor License with On-Premises Consumption Only must be accompanied by a resolution of the City Council approval of the license after a public hearing.

Lorenzo's Italian Restaurant, applied to the Alcoholic Beverage Control Division of the Regulation and Licensing Department of the State of New Mexico ("ABC") for a Restaurant A - Beer and Wine Liquor License with On Premises Consumption Only. The location for the license is 1753 E. University Avenue, Las Cruces, New Mexico 88011. ABC granted preliminary approval on December 28, 2022.

The City Council is required to hold a public hearing within 45 days after the date of receipt of the preliminary approval letter from ABC and publish a notice 30 days prior to the hearing in a newspaper of general circulation. The first notice must be published at least 30 days before the hearing.

A public hearing to review this issue is scheduled during the regular City Council meeting to be held on Monday, February 6, 2023, beginning at 1:00 p.m., in the City Council Chambers, City Hall, 700 North Main Street, Las Cruces, New Mexico. Notice of this public hearing was published in the Las Cruces Sun News on January 6, 2023, and January 20, 2023.

City Council may approve or disapprove the transfer of the license. However, Council's disapproval must be based on substantial evidence that the transfer of the license would adversely affect the health, safety, or welfare of the citizens of the City of Las Cruces.

City Council may also fail to either approve or disapprove the license. If Council fails to approve or disapprove the license within 30 days after the public hearing, the Director of Alcoholic Beverage Control may give final approval of the license.

SUPPORT INFORMATION:

Exhibit “A”. Alcohol and Gaming’s letter and the Application.
Attachment "A". Notice of Intent to Approve in the Las Cruces Sun News.
Attachment "B". Traffic Impact Report from the Traffic Engineering Section.
Attachment "C". Fire and Safety Compliance Report from the Las Cruces Fire Department.
Attachment "D". Liquor License Impact Report (Zoning) from Development Services.
Attachment "E". Criminal Activity Report for the Las Cruces Police Department.
Attachment "F". Business Registration Report from Community Development Services.

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

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

☐ Yes
☒ No

Does this action align with Elevate Las Cruces?

☐ Yes
☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes" this will approve of and consent to the approval of a Restaurant A - Beer and Wine License with On-Premises Consumption Only and the Alcohol Beverage Control will continue with the application process.
2. Vote "No"; this must be based on substantial evidence that the liquor license would adversely affect the health, safety, or welfare of the citizens of the City of Las Cruces.
3. Vote to "Amend"; this is not permitted by the Liquor Control Act, NMSA 1978, Section 60-6B-4.
4. Vote to "Table"; this is not permitted by the Liquor Control Act, NMSA 1978, Section 60-6B-4.

RESOLUTION 23-092

A RESOLUTION APPROVING A RESTAURANT A - BEER AND WINE LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY TO LORENZO'S ITALIAN RESTAURANT LOCATED AT 1753 E. UNIVERSITY AVENUE, LAS CRUCES, NEW MEXICO 88011.

The City Council is informed that:

WHEREAS, Lorenzo's Italian Restaurant, located at 1753 E. University Avenue, Las Cruces, New Mexico 88011, applied to the Alcoholic Beverage Control Division of the Regulation and Licensing Department of the State of New Mexico ("ABC") for a Restaurant A - Beer and Wine Liquor License with On Premises Consumption Only; and

WHEREAS, ABC granted preliminary approval for a Restaurant A - Beer and Wine Liquor License with On Premises Consumption Only by letter dated December 28, 2022; and

WHEREAS, pursuant to law, the application for a Restaurant A - Beer and Wine Liquor License with On Premises Consumption Only must be accompanied by a resolution of the Las Cruces City Council approving of and consenting to the license after a public hearing upon reasonable notice of such hearing; and

WHEREAS, the City Council did on this date hold a public hearing after reasonable notice setting forth the required information concerning the public hearing. The City Council has considered the liquor license and it has determined that the approval of same is not detrimental to the public health, safety, or welfare of the City of Las Cruces.

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

(I)

THAT a Restaurant A - Beer and Wine Liquor License with On Premises Consumption Only to Lorenzo's Italian Restaurant, located at 1753 E. University Avenue, Las Cruces, New Mexico 88011, as evidenced by the ABC's letter and the application attached hereto as Exhibit "A", is hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

RECEIVED
JAN 03 2023
CITY ATTORNEY'S OFFICE

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

December 28, 2022

Certified Mail No.: 7022 1670 0002 1180 6119

City of Las Cruces
Christine Rivera, CMC
PO Box 20000
Las Cruces, NM 88004

RECEIVED
JAN 3 2023
CITY CLERK'S OFFICE

Lic. No. /Appl. No.:
Name of Applicant: Prime Corporation
Doing Business As: Lorenzo's Italian Restaurant
Proposed Location: 1753 E. University Avenue, Las Cruces, New Mexico 88011

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five **(45)** days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING RESTAURANT A – BEER AND WINE LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

C. Martinez

Charmaine Martinez
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4804 Fax: (505) 476-4595
Email: Charmaine.Martinez2@rld.nm.gov

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of the Zoning Statement
4. Copy of Floor Plan

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

RECEIVED
NOV 16 2022
ALCOHOL&GAMINGDIVISION

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

Restaurant Liquor License Application | $200.00 Application Fee, non-refundable

ABC USE ONLY: Application Fee $200.00 Received on: _____ Receipt No. _____
License Fee $ _____ Received on: _____ Receipt No. _____

Application Number: _____ Local Option District: _____

TYPE of APPLICATION: *Check appropriate box*

☑ Restaurant A | Beer & Wine only | License Fee, pro-rated, due at final: $1,050.00
☐ Restaurant B | Beer, Wine & Spirits | License Fee, pro-rated, due at final: $10,000.00

Applicant is: ☐ Individual ☐ Limited Liability Company ☑ Corporation ☐ Partnership (General/Limited)

Applicant /Company Name: **Prime Corporation**

D/B/A Name: **Lorenzo's Italian Restaurant**

Email: (required) **royallow@yahoo.com** Business Phone No: **575-521-3505**

Mailing Address: ~~1753 E University Ave.~~ **1293 E. University Ave. Las Cruces, NM 88011**

Physical location, if different: 1753 E University Avenue Las Cruces NM 88011
(Include Street number / Hwy number / State Road, City, State, and Zip Code)

County: **Dona Ana**

Are alcoholic beverages currently being dispensed at the proposed location? ☑ Yes ☐ No If Yes, License # / Type: A 3236

As defined in §60-3A-3. V. "Restaurant", *means an establishment having a New Mexico resident as a proprietor or manager … as a place where food is prepared and served primarily for on-premises consumption to the general public in consideration of payment and that has a dining room, a kitchen and the employees necessary for preparing, cooking and serving food; … does not include establishments as defined in rules promulgated by the director serving only hamburgers, sandwiches, salads and other fast foods;*
I qualify as a "Restaurant"? ☑ Yes ☐ No

Is food service the primary source of revenue and accounts for 60% or more of the total gross receipts at current licensed premises? ☑ Yes ☐ No

Is Food Service Permit current? ☑ Yes, attached ☐ No

I have attached **photos of the Dining Room and Kitchen** and included a **copy of the Menu**. ☑ Yes ☐ No

Days and Hours of Operation? **Mon-Thur: 11 - 9p.m.; Fri: 11 - 9:30p.m.; Sat: Noon - 9:30p.m.; Sun: Noon - 8p.m.**

I understand that a restaurant license requires that the establishment is not a bar-like setting and the hours for sales and/or service of alcoholic beverages are only from 7:00am to 11:00pm or until food sale and service ceases, whichever is earlier? ☑ Yes ☐ No

Contact Person: **Adela M. Duran** Phone #: **505-699-1500** Email: **aduran@duranresources.com**

Application No. _____

You must sign before a Notary Public.

I, (print name) **Adam Ostland**, as (Title) **Owner**
being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

Signature of Applicant: Adam Ostland Date: 8.16.22

Notary Public Use Only: (State of New Mexico, County of Dona Ana)

SUBSCRIBED AND SWORN TO before me this 16 day of August, 2022

By Affiant: Adam Ostland

Notary Public: [signature]

STATE OF NEW MEXICO
NOTARY PUBLIC
AMBER LILLEY
COMMISSION # 1048936
COMMISSION EXPIRES: 03-13-2024

My Commission Expires on: 3/13/2024

STATE OF NEW MEXICO
NOTARY PUBLIC
AMBER LILLEY
COMMISSION # 1048936
COMMISSION EXPIRES: 03-13-2024

Local Option District Use Only:

Local Governing Body of _____ City, County, Town, Village

Public Hearing held on _____ 20____. Decision: ☐Approved ☐Disapproved

Signature of Official: _____ Title: _____

ABC USE ONLY:

☐APPROVED ☐DISAPPROVED, _____

Done this _____ Day of _____, 20____.

SIGNED BY DIRECTOR: _____

ASSIGNED LICENSE NO. _____ EXPIRES ON: _____

Reviewed, with copy sent to Licensee via ☐Email, ☐Fax, ☐1st class mail

By: _____ Date: _____

Premises Location, Ownership, and Description | NMSA §60-6B-10 | Page 2

1. The land and building which is proposed to be the licensed premises is: (**check one**)

☐ Owned by Applicant, copy of deed/document attached

☑ Leased by Applicant, copy of lease/document attached

☐ Other (provide details): _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): G.E. Pan Am Plaza, LLC

B. Date and Term of Lease: Oct. 17, 2024; term = 9 years

3. Premises location is Zoned (example C-1, see Zoning Statement): UD-UAE

Zoning Statement attached, ☑ **Yes** ☐ **No** Must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. **Distance* from nearest Church**: (Property line of church to closest point of licensed premises—shortest distance)

Name of Church: **University Church of Christ** Miles/feet: **.4 mi**

Address/location of Church: **1555 University Ave. Las Cruces, NM 88001**

5. **Distance* from nearest School**: (Property line of school to closest point of licensed premises—shortest distance)

Name of School: **University Hills Elementary School** Miles/feet: **.3 mi**

Address/location of School: **S Locust Street Las Cruces, NM 88001**

6. **Attach Detailed Floor Plan**, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and must be labeled with designated areas highlighted, which will reflect the proposed Licensed Premises.

7. Type of Operation: ☐ Hotel ☐ Lounge ☐ Package Grocery ☐ Racetrack

☑ Restaurant ☐ Craft Distiller ☐ Small Brewer ☐ Winery ☐ Wholesaler

☐ Other (specify): _____

***NOTE**: If the distance is beyond 300 feet, but less than 400 feet, and the Applicant does not admit that the location is within 300 feet and requests a waiver from the LOD, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

City of Las Cruces

STATEMENT OF ZONING

The property located at 1753 E University Ave having an Account ID Number of R1903441, in Las Cruces, New Mexico, is zoned as follows:

UD-UAZ (UNIVERSITY DISTRICT-UNIVERSITY AVENUE ZONE)

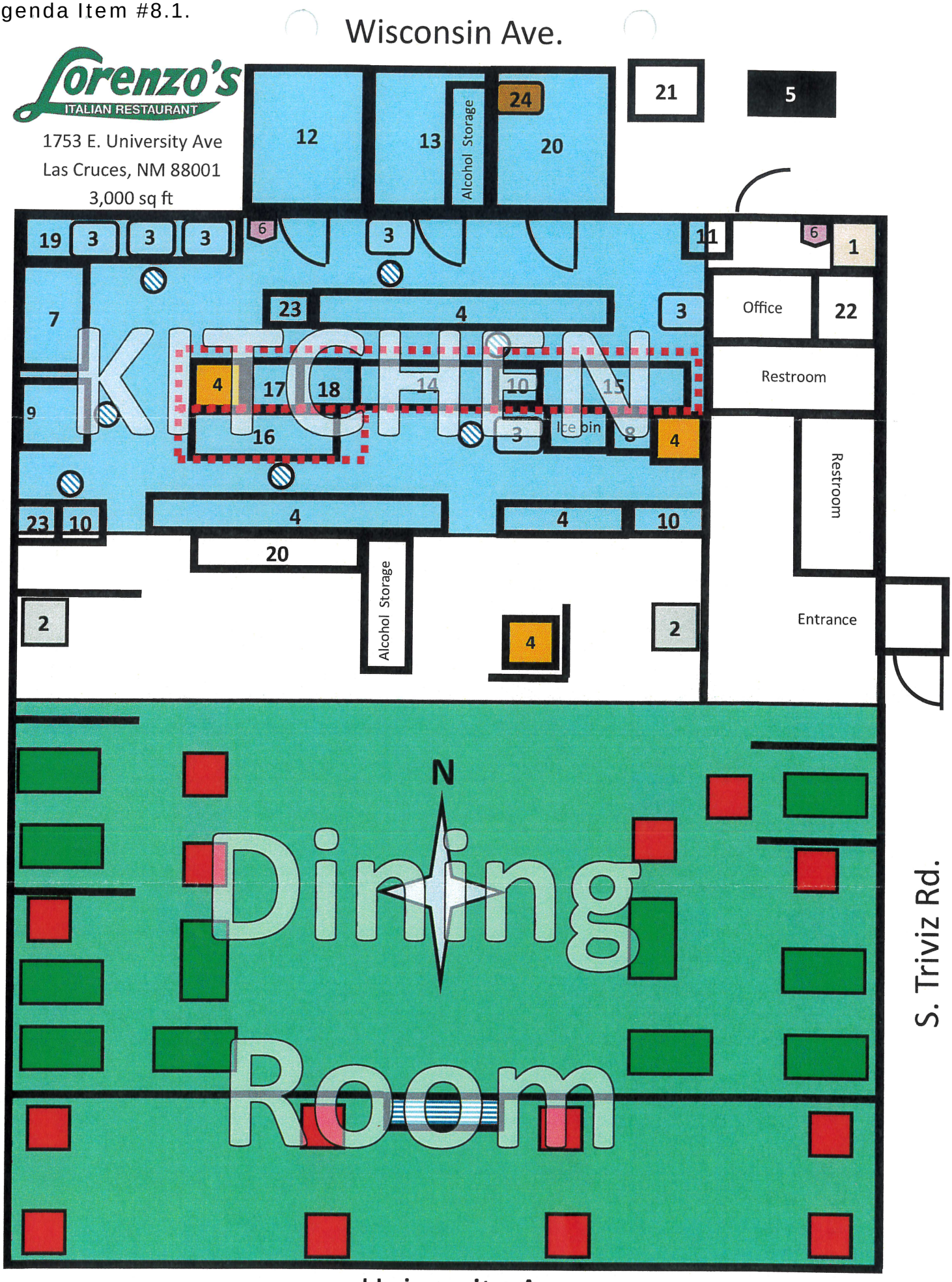
Comments: The UD-UAZ is assigned to land appropriate for an urban neighborhood center with a mix of building types and uses. These lands are generally occupied by attached residential houses, apartment buildings, and commercial or mixed-use buildings. Lands may also be used for playgrounds, squares, and plazas. Two- to five-story buildings are encouraged. Block sizes are limited to create a walkable and well connected network of streets. Streets are designed to encourage pedestrian activity by generally including on-street parking, curbs and gutters, parkways with street trees, and wide sidewalks. University Avenue shall be the primary frontage for properties on University Avenue.
A *restaurant* with on-premises consumption is an allowed use in the UD-UAZ zoning district provided all requirements as prescribed for liquor establishments by the State of New Mexico are met.

The above described property located in the City of Las Cruces, New Mexico, has been reviewed and found to be zoned as indicated above in accordance with the Las Cruces Zoning Atlas. Accordingly, I do hereby approve and issue this Statement of Zoning.

August 17, 2022
Date

Kyle D. Metzgar
Kyle Metzgar
Planning Technician, Sr.

Please be advised that the information presented on this document is taken from the City of Las Cruces Zoning Atlas. Nothing shall prevent the City of Las Cruces from amending this information if review of the Zoning Ordinance shows the Atlas to be in error.


Wisconsin Ave.
Lorenzo's
ITALIAN RESTAURANT
1753 E. University Ave
Las Cruces, NM 88001
3,000 sq ft
12
13
Alcohol Storage
24
20
21
5
19
3
3
3
6
3
11
6
1
7
23
4
3
Office
22
KITCHEN
4
17
18
14
10
15
Restroom
9
16
3
Ice bin
8
4
Restroom
23
10
4
4
10
20
Alcohol Storage
2
4
2
Entrance
N
Dining
Room
S. Triviz Rd.
University Ave.

Text of Ad: **01/04/2023**

NOTICE OF INTENT TO APPROVE

Notice is hereby given that the Las Cruces City Council will hold a Public Hearing to discuss approval or disapproval of a Restaurant A – Beer and Wine Liquor License with On Premise Consumption Only to Lorenzo's Italian Restaurant located at 1753 E. University Avenue, Las Cruces, New Mexico, 88011.

The Public Hearing will be held as part of the regularly scheduled meeting of the City Council on Monday, February 6, 2023, beginning at 1:00 p.m., in the City Council Chambers, 700 North Main Street, City Hall. If passed, the Director of Alcoholic Beverage Control of the State of New Mexico Regulation & Licensing Department may approve the issuance of the license.

Witness my hand and seal this the 3rd day of January 2023.

Christine Rivera, MS, CMC
City Clerk
#5546750, Sun News,
Jan 6 & 20, 2023

Valerie Uribe

From: Gary Skelton
Sent: Wednesday, January 11, 2023 10:27 AM
To: Valerie Uribe
Subject: RE: Prime Corporation DBA Lorenzo's Italian Restaurant
Attachments: Traffic Investigation - 1753 E University.pdf

Valerie:

Attached is a copy of the traffic investigation for this application. Approval of the application does not appear to affect traffic in the area. Let me know if you have any questions.

Gary Skelton, P.E.
Engineer/Public Works/Traffic Management
Direct: 575-541-2561 Main: 575-541-2505, gskelton@las-cruces.org
City of Las Cruces
P.O. BOX 20000 • LAS CRUCES, NM 88004

From: Valerie Uribe <vuribe@las-cruces.org>
Sent: Tuesday, January 3, 2023 2:13 PM
To: Adam Ochoa <aochoa@las-cruces.org>; Adrian Arias <aarias@las-cruces.org>; Bobbie Munoz <romunoz@las-cruces.org>; Christina Abeyta Corella <cabeyta@las-cruces.org>; Cody Haver <chaver@las-cruces.org>; Daniel Balderrama <dbalderrama@las-cruces.org>; Elena Sanchez <ESanchez@las-cruces.org>; Gary Skelton <gskelton@las-cruces.org>; Jackie Baylon <jdelmuro@las-cruces.org>; Jason Smith <jasmith@las-cruces.org>; Jose Leos <jleos@las-cruces.org>; Katherine Harrison Rogers <krogers@las-cruces.org>; Kendle Arellano <kmcclurg@las-cruces.org>; Kiri Daines <kdaines@las-cruces.org>; Kyle Metzgar <kmetzgar@las-cruces.org>; Mark Dubbin <MDubbin@las-cruces.org>; Miguel Dominguez <midominguez@las-cruces.org>; Soogyu Lee <sglee@las-cruces.org>; Hector Terrazas <hterrazas@las-cruces.org>; Jeremy Story <jstory@las-cruces.org>
Cc: Vanessa King <vking@las-cruces.org>
Subject: Prime Corporation DBA Lorenzo's Italian Restaurant

Good afternoon,

Attached please find a request from Prime Corporation, d/b/a Lorenzo's Italian Restaurant seeking Restaurant A Beer and Wine Liquor License With On-Premises Consumption Only at 1753 E. University Avenue, Las Cruces, NM 88011. Please provide reports no later than January 13, 2023.

Thank you,

Valerie Uribe
Senior Legal Assistant/Legal Department/City Attorney's Office
Direct (575) 541-2020, Main (575) 541-2128, Email vuribe@las-cruces.org
700 N. Main Street, Suite 3200, Las Cruces, NM 88001
City of Las Cruces
LEGAL DEPARTMENT

This message is from a legal office and is confidential and/or attorney-client privileged. If you receive a copy of this email in error, please delete it, retain no copies, and call our office immediately (575-541-2128).

City of Las Cruces®

MEMORANDUM

To: Jennifer Vega-Brown, City Attorney

From: Gary Skelton, P.E., Engineer **Initials:** GS

Date: January 4, 2023

Subject: Traffic Investigation Report – Liquor License Application

1753 E. University Avenue, Las Cruces, New Mexico, Lorenzo's Italian Restaurant

As requested, Traffic Management has completed a traffic investigation for Lorenzo's Italian Restaurant located at 1753 E. University Avenue, Las Cruces, New Mexico. The following information is submitted for review:

- The Lorenzo's Italian Restaurant is located on E. University Avenue. According to the Mesilla Valley MPO Interactive Traffic Flow Map, the most current traffic volume on E. University Avenue near this location is approximately 18,200 vehicles per day.
- The Mesilla Valley MPO classifies E. University Avenue as a Principal Arterial roadway near the subject location. University Avenue primarily serves commercial and retail near the subject property. University Avenue is also a primary road adjacent to New Mexico State University with multiple access locations to the university.
- The subject property can be accessed via multiple shared driveways along University Avenue, Triviz Drive and Wisconsin Avenue. The subject property is located within the Pan Am Plaza parking lot.
- The speed limit along E. University Avenue is 35 mph near the subject property. The speed limit along Wisconsin Avenue is 25 mph near the subject property.

The approval of a Liquor License Application at this location does not appear to adversely impact traffic operations along this roadway segment. Feel free to contact me at 575-541-2508 if additional information is needed.

PUBLIC WORKS DEPARTMENT

Valerie Uribe

From: Jose Leos
Sent: Wednesday, January 4, 2023 8:04 AM
To: Valerie Uribe; Adam Ochoa; Adrian Arias; Bobbie Munoz; Christina Abeyta Corella; Cody Haver; Daniel Balderrama; Elena Sanchez; Gary Skelton; Jackie Baylon; Jason Smith; Katherine Harrison Rogers; Kendle Arellano; Kiri Daines; Kyle Metzgar; Mark Dubbin; Miguel Dominguez; Soogyu Lee; Hector Terrazas; Jeremy Story
Cc: Vanessa King
Subject: RE: Prime Corporation DBA Lorenzo's Italian Restaurant

Good morning,

The Las Cruces Fire Department approves this request.

Respectfully,

Jose A. Leos Jr.
Lieutenant/Prevention Bureau/Las Cruces Fire Department
Direct: (575) 528-4055 Main: (575) 528-3473, jleos@las-cruces.org
City of Las Cruces
P.O. BOX 20000 • LAS CRUCES, NM 88004

From: Valerie Uribe <vuribe@las-cruces.org>
Sent: Tuesday, January 3, 2023 2:13 PM
To: Adam Ochoa <aochoa@las-cruces.org>; Adrian Arias <aarias@las-cruces.org>; Bobbie Munoz <romunoz@las-cruces.org>; Christina Abeyta Corella <cabeyta@las-cruces.org>; Cody Haver <chaver@las-cruces.org>; Daniel Balderrama <dbalderrama@las-cruces.org>; Elena Sanchez <ESanchez@las-cruces.org>; Gary Skelton <gskelton@las-cruces.org>; Jackie Baylon <jdelmuro@las-cruces.org>; Jason Smith <jasmith@las-cruces.org>; Jose Leos <jleos@las-cruces.org>; Katherine Harrison Rogers <krogers@las-cruces.org>; Kendle Arellano <kmcclurg@las-cruces.org>; Kiri Daines <kdaines@las-cruces.org>; Kyle Metzgar <kmetzgar@las-cruces.org>; Mark Dubbin <MDubbin@las-cruces.org>; Miguel Dominguez <midominguez@las-cruces.org>; Soogyu Lee <sglee@las-cruces.org>; Hector Terrazas <hterrazas@las-cruces.org>; Jeremy Story <jstory@las-cruces.org>
Cc: Vanessa King <vking@las-cruces.org>
Subject: Prime Corporation DBA Lorenzo's Italian Restaurant

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Thank you,

Valerie Uribe
Senior Legal Assistant/Legal Department/City Attorney's Office
Direct (575) 541-2020, Main (575) 541-2128, Email vuribe@las-cruces.org

700 N. Main Street, Suite 3200, Las Cruces, NM 88001

City of Las Cruces
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City of Las Cruces®

MEMORANDUM

To: Jocelyn Garrison, City Attorney

From: Kyle Metzgar, Planning Technician Sr **Initials:**

Date: January 12, 2023 **File #:** M-23-001

Subject: Liquor License Impact Report, Lorenzo's Italian Restaurant

Attached, please find the Liquor License Impact Report for a Restaurant A - Beer and Wine Liquor License with On-Premises Consumption Only from the Community Development Department for Lorenzo's Italian Restaurant located at 1753 E. University Ave. If you have any questions, please contact me at (575) 528-3064.

Kyle D. Metzgar

Kyle Metzgar
Planning Technician Sr.

1-10-2023
Date

cc: David Weir, AICP, Chief Planning Administrator **Initials:**
Katherine Harrison-Rogers, AICP, Senior Planner **Initials:**

City of Las Cruces
Community Development Department

LIQUOR LICENSE IMPACT REPORT

License No. 3236
Application for a Restaurant A - Beer and Wine Liquor License
With On-Premises Consumption Only

Lorenzo's Italian Restaurant
1753 E. University Ave.

January 12, 2023

LIQUOR LICENSE IMPACT REPORT
Application for a Restaurant A - Beer and Wine Liquor License with On-Premise Consumption Only
Lorenzo's Italian Restaurant
1753 E. University Ave.

The purpose of this report is to review, analyze and determine any possible impacts of a liquor license relating to land use and other planning related issues.

PROPERTY INFORMATION:

Location:	1753 E. University Ave.
Applicant:	Prime Corporation
Business Name:	Lorenzo's Italian Restaurant

LAND USE AND ZONING INFORMATION:
Subject Property Zoning: UD-UAZ (University District-University Avenue Zone)
(See attached Statement of Zoning and Vicinity Map)

Subject Property Current Land Use:

Adjacent Land Uses	Zoning	Land Use
North	UD-UAZ	Commercial
South	UD-UAZ	Commercial
East	UD-UAZ	Commercial
West	UD-UAZ	Commercial

DISTANCE REQUIREMENTS (MEASURED FROM BUSINESS FOOTPRINT TO PROPERTY LINE):

Greater than 300 feet to a school:	NO
Greater than 300 feet to a church:	YES
Greater than 300 feet to a military installation:	YES

TRAFFIC COUNT AND ACCESS INFORMATION:

Roadway:	University Ave.
Classification:	Principal Arterial Roadway
Number of Lanes:	4
Site Access:	3 (Shared access)
Nearest Intersection:	E. University Ave. & Triviz Dr.

PARKING REQUIREMENTS:
The 2001 Las Cruces Zoning Code, as amended, requires one (1) automobile parking space for every 5 seats inside a restaurant and one (1) bicycle parking space for every 3000-sq. ft. of Gross Floor Area (GFA). As the business currently exists, there is no apparent change in land use and parking is not an issue.

IMPACT ANALYSIS:
The applicant is requesting a restaurant A - beer and wine liquor license with on-premises consumption only. The subject property is located on University Avenue, which is designated as a principal arterial roadway. Principal arterial roadways are designed to accommodate moderate to heavy traffic and land uses such as an eating and drinking establishment. The subject property is zoned UD-UAZ, which allows eating and drinking establishment with on-premises consumption liquor licenses as a permitted use, provided all requirements as prescribed for liquor establishments by the State of New Mexico are met. In terms of a transportation and land use perspective, this seems an appropriate location and request.

There is a question, however, concerning the required distance between liquor establishments and military installations, churches, and schools. New Mexico State Statutes read that the establishment must be 300 feet from the property line of military installations, churches and schools. Lorenzo's is approximately 289 $\pm$ feet away from a New Mexico State University.

According to New Mexico State Law, a local governing district may grant a waiver to allow such a business within 300 feet of a church or school. Thus, the local governing district may determine whether or not the location of the liquor license request is appropriate. The law does not set parameters to assist in determining applicability. Therefore, Planning Staff assumes the local government district may use traditional guidelines, such as, health, safety, and welfare to make this decision.

City of Las Cruces

STATEMENT OF ZONING

The property located at 1753 E. University Ave., and having an Account ID Number of R1903441, in Las Cruces, New Mexico, is zoned as follows:

UD-UAZ (UNIVERSITY DISTRICT (UNIVERSITY AVENUE ZONE)

Comments: According to Article 38-44 of the Zoning Code, the UD-UAZ is assigned to land appropriate for an urban neighborhood center with a mix of building types and uses. These lands are generally occupied by attached residential houses, apartment buildings, and commercial or mixed-use buildings. A restaurant with a beer and wine liquor license with on-premises consumption only is a permitted use in the UD-UAZ zoning district. provided all requirements as prescribed for liquor establishments by the State of New Mexico are met.

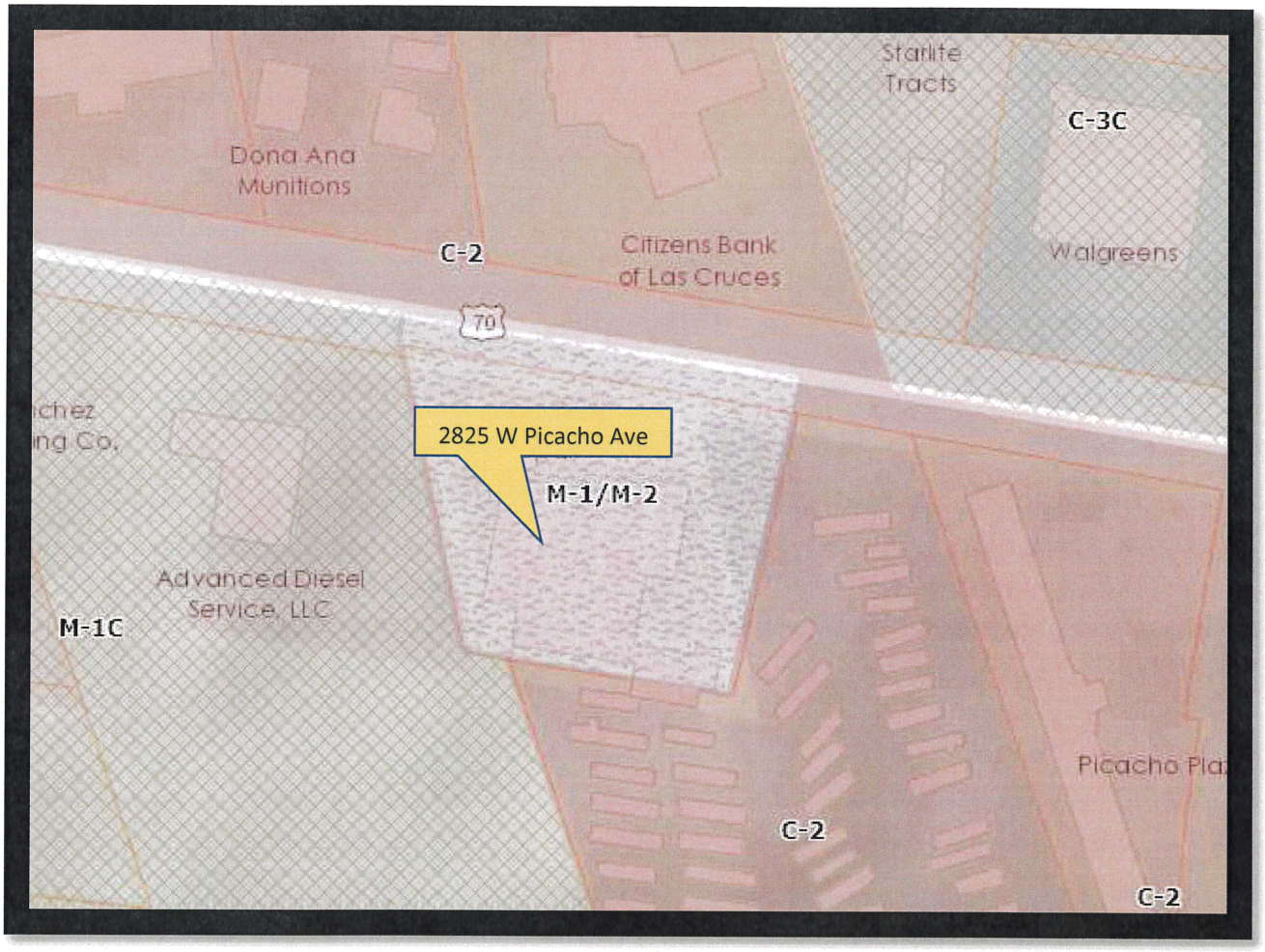
The above described property located in the City of Las Cruces, New Mexico, has been reviewed and found to be zoned as indicated above in accordance with the Las Cruces Zoning Atlas. Accordingly, I do hereby approve and issue this Statement of Zoning.

January 12, 2023
Date

Kyle D. Metzgar
Kyle Metzgar
Planning Technician Sr.

Please be advised that the information presented on this document is taken from the City of Las Cruces Zoning Atlas. Nothing shall prevent the City of Las Cruces from amending this information if review of the Zoning Ordinance shows the Atlas to be in error.

ZONING MAP



C-2 - Commercial Medium Intensity

C-3C - Commercial High Intensity-Conditional

M-1/M-2 – Industrial Standard

M-1C – Industrial Standard-Conditional

Notification Map



OWNERNAME	CAREOFNAME	MAILADDR1	MAILADDR2	CITY	STATE	ZIP
NEW MEXICO STATE UNIVERSITY DIRECTOR OF REAL ESTATE - MSC ORE		PO BOX 30001		LAS CRUCES	NM	880038001
BOARD OF REGENTS OF NMSU DIRECTOR OF REAL ESTATE - MSC ORE		PO BOX 30001		LAS CRUCES	NM	880038001
UNIVERSITY PRESBYTERIAN CHURCH		2010 WISCONSIN AVE		LAS CRUCES	NM	88001
UNIVERSITY PRESBYTERIAN CHURCH OF LAS CRUCES		2010 E WISCONSIN AVE		LAS CRUCES	NM	88001
BOARD OF REGENTS OF NMSU DIRECTOR OF REAL ESTATE-MSC ORE		PO BOX 30001		LAS CRUCES	NM	880038001
REGENTS OF NMSU DIRECTOR OF REAL ESTATE - MSC ORE		PO BOX 30001		LAS CRUCES	NM	880038001
NEW MEXICO STATE UNIVERSITY DIRECTOR OF REAL ESTATE - MSC ORE		PO BOX 30001		LAS CRUCES	NM	880038001
NEW MEXICO STATE UNIVERSITY DIRECTOR OF REAL ESTATE - MSC ORE		PO BOX 30001		LAS CRUCES	NM	880038001
BOARD OF REGENTS OF NMSU DIRECTOR OF REAL ESTATE - MSC ORE		PO BOX 30001		LAS CRUCES	NM	880038001
NEW MEXICO STATE UNIVERSITY DIRECTOR OF REAL ESTATE - MSC ORE		PO BOX 30001		LAS CRUCES	NM	880038001
KNLRV LLC	KRIS VIRANI	12700 STOWE DR STE #230		POWAY	CA	92064
NEW MEXICO STATE UNIVERSITY FOUNDATION		P.O. BOX 3590		LAS CRUCES	NM	880033590
HORSESHOE INVESTMENT PARTNERS LLC		231 WASHINGTON AVE STE C		SANTA FE	NM	87501
KRUCES LLC	RYAN HUSAYNU	12700 STOWE DR STE #230		POWAY	CA	92064
NEW MEXICO STATE UNIVERSITY DIRECTOR OF REAL ESTATE - MSC ORE		PO BOX 30001		LAS CRUCES	NM	880038001
BOARD OF REGENTS OF NMSU DIRECTOR OF REAL ESTATE - MSC ORE		PO BOX 30001		LAS CRUCES	NM	880038001
PEERLESS AT MAMMOTH LLC		10707 NORTHRIDGE CT		HOLLAND	MI	49423
PEERLESS AT MAMMOTH LLC		10707 NORTHRIDGE CT		HOLLAND	MI	49423
TERRITORIAL VILLAGE CONDO ASSOC		2460 S LOCUST ST		LAS CRUCES	NM	88001-5797
WOODSPRING SUITES LAS CRUCES LLC		8621 E 21ST STREET N		WICHITA	KS	67206
MATHERS & STONER INVESTMENTS LLC		1500 SNOW RD		LAS CRUCES	NM	88005
NEW MEXICO STATE UNIVERSITY DIRECTOR OF REAL ESTATE - MSC ORE		PO BOX 30001		LAS CRUCES	NM	880038001

OWNERNAME	MAILADDR1	CITY	STATE	ZIP
BOARD OF REGENTS OF NMSU DIRECTOR OF REAL ESTATE - MSC ORE	PO BOX 30001	LAS CRUCES	NM	88003
HORSESHOE INVESTMENT PARTNERS LLC	231 WASHINGTON AVE STE C	SANTA FE	NM	87501
KNLRV LLC C/O Kris Virani	12700 STOWE DR STE #230	POWAY	CA	92064
KRUCES LLC C/O Ryan Husaynu	12700 STOWE DR STE #230	POWAY	CA	92064
MATHERS & STONER INVESTMENTS LLC	1500 SNOW RD	LAS CRUCES	NM	88005
NEW MEXICO STATE UNIVERSITY DIRECTOR OF REAL ESTATE - MSC ORE	PO BOX 30001	LAS CRUCES	NM	88003
NEW MEXICO STATE UNIVERSITY FOUNDATION	P.O. BOX 3590	LAS CRUCES	NM	88003
PEERLESS AT MAMMOTH LLC	10707 NORTHRIDGE CT	HOLLAND	MI	49423
REGENTS OF NMSU DIRECTOR OF REAL ESTATE - MSC ORE	PO BOX 30001	LAS CRUCES	NM	88003
TERRITORIAL VILLAGE CONDO ASSOC	2460 S LOCUST ST	LAS CRUCES	NM	88001
UNIVERSITY PRESBYTERIAN CHURCH OF LAS CRUCES	2010 E WISCONSIN AVE	LAS CRUCES	NM	88001
WOODSPRING SUITES LAS CRUCES LLC	8621 E 21ST STREET N	WICHITA	KS	67206

Valerie Uribe

From: Sean Mullen
Sent: Friday, January 20, 2023 3:28 PM
To: Valerie Uribe
Cc: Miguel Dominguez; Jeremy Story; Elena Sanchez
Subject: RE: Prime Corporation DBA Lorenzo's Italian Restaurant

Approved.

Thank you,

Sean Mullen
Deputy Chief of Administration/Las Cruces Police Department
Direct: 575-528-4101 Main: 575-528-4200, smullen@las-cruces.org
City of Las Cruces
P.O. BOX 20000 • LAS CRUCES, NM 88004

From: Valerie Uribe <vuribe@las-cruces.org>
Sent: Friday, January 20, 2023 2:37 PM
To: Sean Mullen <smullen@las-cruces.org>
Cc: Miguel Dominguez <midominguez@las-cruces.org>; Jeremy Story <jstory@las-cruces.org>; Elena Sanchez <ESanchez@las-cruces.org>
Subject: RE: Prime Corporation DBA Lorenzo's Italian Restaurant

Good afternoon,

Just following up with this request. Can you please send over report or approval as soon as possible? This Is due before 4:00pm today.

Thank you,

From: Vanessa King <vking@las-cruces.org>
Sent: Tuesday, January 17, 2023 9:00 AM
To: Elena Sanchez <ESanchez@las-cruces.org>
Cc: Miguel Dominguez <midominguez@las-cruces.org>; Jeremy Story <jstory@las-cruces.org>; Sean Mullen <smullen@las-cruces.org>; Valerie Uribe <vuribe@las-cruces.org>
Subject: FW: Prime Corporation DBA Lorenzo's Italian Restaurant

Good morning,

The report for this liquor license hearing was due from departments on January 13, 2023. Can you please send over the report or approval as soon as possible so that the information can be released into iCompass for approvals for the City Council public hearing. Thank you in advance.

Vanessa F. King
Senior Office Manager/Paralegal/Legal Department/City Attorney's Office
Paralegal State Bar# 159917, CCM# 181

Direct (575) 541-2014, Main (575) 541-2128, Email vking@las-cruces.gov
700 N. Main Street, Suite 3200, Las Cruces, NM 88001

City of Las Cruces
LEGAL DEPARTMENT

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From: Valerie Uribe <vuribe@las-cruces.org>
Sent: Tuesday, January 3, 2023 2:13 PM
To: Adam Ochoa <aochoa@las-cruces.org>; Adrian Arias <aarias@las-cruces.org>; Bobbie Munoz <romunoz@las-cruces.org>; Christina Abeyta Corella <cabeyta@las-cruces.org>; Cody Haver <chaver@las-cruces.org>; Daniel Balderrama <dbalderrama@las-cruces.org>; Elena Sanchez <ESanchez@las-cruces.org>; Gary Skelton <gskelton@las-cruces.org>; Jackie Baylon <jdelmuro@las-cruces.org>; Jason Smith <jasmith@las-cruces.org>; Jose Leos <jleos@las-cruces.org>; Katherine Harrison Rogers <krogers@las-cruces.org>; Kendle Arellano <kmcclurg@las-cruces.org>; Kiri Daines <kdaines@las-cruces.org>; Kyle Metzgar <kmetzgar@las-cruces.org>; Mark Dubbin <MDubbin@las-cruces.org>; Miguel Dominguez <midominguez@las-cruces.org>; Soogyu Lee <sglee@las-cruces.org>; Hector Terrazas <hterrazas@las-cruces.org>; Jeremy Story <jstory@las-cruces.org>
Cc: Vanessa King <vking@las-cruces.org>
Subject: Prime Corporation DBA Lorenzo's Italian Restaurant

Good afternoon,

Attached please find a request from Prime Corporation, d/b/a Lorenzo's Italian Restaurant seeking Restaurant A Beer and Wine Liquor License With On-Premises Consumption Only at 1753 E. University Avenue, Las Cruces, NM 88011. Please provide reports no later than January 13, 2023.

Thank you,

Valerie Uribe
Senior Legal Assistant/Legal Department/City Attorney's Office
Direct (575) 541-2020, Main (575) 541-2128, Email vuribe@las-cruces.org
700 N. Main Street, Suite 3200, Las Cruces, NM 88001

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Valerie Uribe

From: Jennifer Lucero
Sent: Wednesday, January 4, 2023 9:02 AM
To: Valerie Uribe; Jackie Baylon
Subject: RE: Prime Corporation DBA Lorenzo's Italian Restaurant

Good morning all,

Lorenzo's Restaurant Liquor License#6711 - 1753 E University, is currently ACTIVE. Expires 6/30/2023.

Lorenzo's Restaurant Business License#4874 – 1753 E University, is EXPIRED as of 6/30/2022. Amount due to bring current is $45.00.

Please feel free to call with any questions.

With regards,

Jennifer Lucero
Permit Technician/Community Development/Permits and Inspections
Direct: 575-528-3095 Office Main: 575-528-3059
Email: jenlucero@lascruces.gov
Customer Online Accela Portal:
https://aca-prod.accela.com/LASCRUCES/Default.aspx
City of Las Cruces
P.O. BOX 20000 • LAS CRUCES, NM 88004

From: Valerie Uribe <vuribe@las-cruces.org>
Sent: Wednesday, January 4, 2023 8:20 AM
To: Jackie Baylon <jdelmuro@las-cruces.org>; Jennifer Lucero <jenlucero@las-cruces.org>
Subject: RE: Prime Corporation DBA Lorenzo's Italian Restaurant

Will do, Thank you.

From: Jackie Baylon <jdelmuro@las-cruces.org>
Sent: Wednesday, January 4, 2023 8:18 AM
To: Valerie Uribe <vuribe@las-cruces.org>; Jennifer Lucero <jenlucero@las-cruces.org>
Subject: FW: Prime Corporation DBA Lorenzo's Italian Restaurant

Good morning Valerie,

Report will be provided soon. However, for future requests can you please include Jennifer Lucero in these emails? She is also a Permit Technician with Community Development.

Thank you,

Jackie Baylon
Permit Technician/Community Development/Permits and Inspections
Direct: 575-528-3277 Main: 575-528-3059, jdelmuro@las-cruces.org
City of Las Cruces
P.O. BOX 20000 • LAS CRUCES, NM 88004

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Sent: Tuesday, January 3, 2023 2:13 PM
To: Adam Ochoa <aochoa@las-cruces.org>; Adrian Arias <aarias@las-cruces.org>; Bobbie Munoz <romunoz@las-cruces.org>; Christina Abeyta Corella <cabeyta@las-cruces.org>; Cody Haver <chaver@las-cruces.org>; Daniel Balderrama <dbalderrama@las-cruces.org>; Elena Sanchez <ESanchez@las-cruces.org>; Gary Skelton <gskelton@las-cruces.org>; Jackie Baylon <jdelmuro@las-cruces.org>; Jason Smith <jasmith@las-cruces.org>; Jose Leos <jleos@las-cruces.org>; Katherine Harrison Rogers <krogers@las-cruces.org>; Kendle Arellano <kmcclurg@las-cruces.org>; Kiri Daines <kdaines@las-cruces.org>; Kyle Metzgar <kmetzgar@las-cruces.org>; Mark Dubbin <MDubbin@las-cruces.org>; Miguel Dominguez <midominguez@las-cruces.org>; Soogyu Lee <sglee@las-cruces.org>; Hector Terrazas <hterrazas@las-cruces.org>; Jeremy Story <jstory@las-cruces.org>
Cc: Vanessa King <vking@las-cruces.org>
Subject: Prime Corporation DBA Lorenzo's Italian Restaurant

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Thank you,

Valerie Uribe
Senior Legal Assistant/Legal Department/City Attorney's Office
Direct (575) 541-2020, Main (575) 541-2128, Email vuribe@las-cruces.org
700 N. Main Street, Suite 3200, Las Cruces, NM 88001
City of Las Cruces
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City of Las Cruces

City Council Action and Executive Summary

23-093

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

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A		
1st Reading:		**Adopted:**	February 6, 2023
Drafter:	Maria Sanchez	**Department:**	Financial Services
Program:	Accounting	**Line of Business:**	Accounting and Financial Reporting

Title: **A RESOLUTION TO ACCEPT THE CITY OF LAS CRUCES ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2022.**

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

PURPOSE(S) OF ACTION:

To accept FY2022 Annual Comprehensive Financial Report.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

On December 1, 2022, Pattillo, Brown & Hill, L.L.P. submitted the Annual Comprehensive Financial Report (ACFR), attached hereto as Exhibit "A", for the fiscal year ending June 30, 2022 to the Office of the State Auditor on behalf of the City of Las Cruces (City) Financial Services Department.

The Office of the State Auditor published Requirements for Contracting and Conducting Audits of Agencies in which Section 2.2.2.10 J (3d) states, "Once the audit report is officially released to the agency by the State Auditor, by an authorizing letter, and the required waiting period of five calendar days has passed, the audit report shall be presented by the Internal Public Accountant to a quorum of the governing authority of the agency at a meeting held in accordance with the Open Meetings Act, if applicable. The presentation of the audit report should be documented in the minutes of the meeting."

On December 28, 2022, the Office of the State Auditor released the City's FY2022 audit report.

The ACFR for the fiscal year ending June 30, 2022, may be accessed through the City's website.

SUPPORT INFORMATION:

Exhibit "A" Annual Comprehensive Financial Report FY22

PLAN(S):

Department Strategic Business Plan

COMMITTEE/BOARD REVIEW:

Finance Select Committee

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and accept the Annual Comprehensive Financial Report for the fiscal year ending June 30, 2022.
2. Vote "No"; this will not approve the Resolution nor accept the Annual Comprehensive Financial Report for the fiscal year ending June 30, 2022.
3. Vote to "Amend"; this could provide an avenue to change the Resolution based on direction provided by City Council but would not change the Annual Comprehensive Financial Report for the fiscal year ending June 30, 2022.
4. Vote to "Table"; this could delay the acceptance of the Annual Comprehensive Financial Report for the fiscal year ending June 30, 2022.

RESOLUTION 23-093

A RESOLUTION TO ACCEPT THE CITY OF LAS CRUCES ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2022.

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) completed the Annual Comprehensive Financial Report (ACFR) for the fiscal year ending June 30, 2022; and

WHEREAS, on December 1, 2022, Pattillo, Brown & Hill, L.L.P. submitted the ACFR to the Office of the State Auditor on behalf of the City's Financial Services Department; and

WHEREAS, the Office of the State Auditor has published 2.2.2 New Mexico Administrative Code Audit Rule 2013, Requirements for Contracting and Conducting Audits of Agencies in which Section 2.2.2.10 J (3) states, "Once the audit report is officially released to the agency by the State Auditor (by an authorizing letter), and the required waiting period of five calendar days has passed, the audit report shall be presented by the Internal and Public Accountant to a quorum of the governing authority of the agency at a meeting held in accordance with the Open Meetings Act, if applicable. The presentation of the audit report should be documented in the minutes of the meeting"; and

WHEREAS, on December 28, 2022, the Office of the State Auditor released the audit report; and

WHEREAS, the ACFR for the fiscal year ending June 30,2022 is hereby presented to the City Council for publishing.

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

(I)

THAT the ACFR, attached hereto as Exhibit "A" and made part of this Resolution, is hereby accepted the Fiscal Year ending June 30, 2022.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____
Mayor

ATTEST:

_____
City Clerk

Moved by:

Seconded by:

AYES

NAYS



FOR THE FISCAL YEAR ENDED JUNE 30, 2022

ACFR

ANNUAL COMPREHENSIVE FINANCIAL REPORT

City of Las Cruces®

NEW MEXICO

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State of New Mexico
City of Las Cruces

ANNUAL COMPREHENSIVE FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED JUNE 30, 2022

Prepared by
Finance Department
Josie Trevino,
Comptroller

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City of Las Cruces

Table of Contents
June 30, 2022

INTRODUCTORY SECTION

Letter of Transmittal 6-11
List of Principal Officials 12-15
Organizational Chart 16
List of Contributors 17
GFOA Certificate 18

FINANCIAL SECTION

Independent Auditor's Report 19-22
Management's Discussion and Analysis 23-39
Basic Financial Statements
Government-Wide Financial Statements
Statement of Net Position 40-41
Statement of Activities 42-43
Fund Financial Statements
Governmental Funds
Balance Sheet – Governmental Funds 44-45
Reconciliation of Governmental Funds Balance Sheet to the Statement of Net Assets 46
Statement of Revenues, Expenditures, and Changes in Fund Balance – Governmental Funds 47
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance of Governmental Funds to the Statement of Activities 48
Statement of Revenues, Expenditures and Changes in Fund Balance – Budget to Actual
General Fund 49
Debt Service Fund 50
Telshor Facility 51
Special Revenue Grants Fund 52
Proprietary Funds
Statement of Net Position – Proprietary Funds 53-56
Statement of Revenues, Expenses and Changes in Net Position – Proprietary Funds 57-60
Statement of Cash Flows – Proprietary Funds 61-64
Fiduciary Funds
Statement of Fiduciary Net Position – Fiduciary Funds 65
Statement of Changes in Fiduciary Net Position – Fiduciary Funds 66
Notes to the Financial Statements
Note 1: Summary of Significant Accounting Policies – Description and Reporting Entity 67
Note 2: Summary of Accounting Policies – Basis of Presentation, Basis of Accounting 67-77
Note 3: Cash and Investments 77-81
Note 4: Capital Assets 81-85
Note 5: Receivables and Payables 85-87
Note 6: Interfund Assets, Liabilities and Transfers 87-89
Note 7: Long-Term Liabilities 90-102

City of Las Cruces

Table of Contents
June 30, 2022

Notes to Financial Statements (Continued)
Note 8: Landfill Closure and Post-Closure Care Costs 102
Note 9: Pollution Remediation Obligation – Change in Accounting Estimate 102-104
Note 10: Deferred Compensation Plan 104-105
Note 11: Other Post-Employment Benefits – State Retiree Health Care Plan 105-113
Note 12: Multiple-Employer Cost Sharing Pension Plans 113-119
Note 13: Risk Management 119-120
Note 14: Development Impact Fees 120
Note 15: Telshor Facility Fund 121-122
Note 16: Las Cruces Convention Center 122
Note 17: Major Construction Commitments 123-124
Note 18: Contingent Liabilities 124
Note 19: Downtown Tax Increment Development District 125
Note 20: Affiliated Organizations and Joint Powers Agreements 125-128
Note 21: Tax Abatements 128
Note 22: Subsequent Events 128
Note 23: Restatement 129
Note 24: GASB Statement No. 87 Leases 129-131

REQUIRED SUPPLEMENTARY INFORMATION
Schedule of City's Proportionate Share of the Net Pension Liability Public Employees Retirement Association (PERA) 132-133
Schedule of City's Contributions Public Employee Retirement Association (PERA) 134-135
Schedule of Employer's Proportionate Share of the Net OPEB Liability of New Mexico Retiree Health Care Act Plan 136
Schedule of Employer's Contributions New Mexico Retiree Health Care Authority (NMRHCA) Plan .. 137
Notes to Required Supplementary Information 138

COMBINING AND INDIVIDUAL FUND FINANCIAL STATEMENTS
Special Revenue Funds 139-142
Capital Projects Funds 143-145
Nonmajor Governmental Funds
Combining Balance Sheet – Nonmajor Governmental Funds 146-158
Combining Statement of Revenues, Expenditures and Changes in Fund Balance – Nonmajor Governmental Funds 159-171
Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual:
Community Development Block Grant 172
Affordable Housing Trust Fund 173
Recreation Projects 174
Older Americans Act Program 175
Fire Fund 176

City of Las Cruces

Table of Contents
June 30, 2022

Nonmajor Governmental Funds (Continued)
Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual:
Emergency Medical Services Fund 177
Police Protection Fund 178
Court Awarded Funds 179
Keep Las Cruces Beautiful 180
DWI Prevention 181
Traffic Safety Fund 182
Prisoner Care Fund 183
Public Safety Impact Fee Fund 184
Judicial Education Fund 185
Court Automation Fund 186
Street Maintenance Fund 187
Special Revenue Flood Control Fund 188
Health Care Services form MMC Lease Fund 189
Convention & Visitors Bureau Fund 190
Downtown Revitalization Fund 191
Special Assessments/Northrise Morningstar Fund 192
Sonoma Ranch Fund 193
Valley View Heske Garden Fund 194
Griggs Walnut Plume Fund 195
Alarm Fees & Fine Fund 196
Environmental Gross Receipts Tax Fund 197
Gasoline Tax Street Maintenance Fund 198
TIDD Dedicated Revenues Fund 199
Las Cruces Convention Fund 200
Community Investment Projects Fund 201
2016 Flood Fund 202
2017 SSGRT Facilities 203
2018 HHGRT Fund 204
Capital Grants Projects Fund 205
Public Parks Fund 206
Street Improvement Fund 207
Sales Tax-Street Maintenance Fund 208
VAD Street Project Fund 209
2015A HHS Fund 210
GO Bond Project 2019 Fund 211
TIDD Street Project Fund 212
Flood Control Fund 213
2015B HHS Fund 214
2020A NMFA SSGRT 215

City of Las Cruces

Table of Contents
June 30, 2022

Nonmajor Governmental Funds (Continued)
Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual:
2020B NMFA ESP Fund 216
2018 Gas Tax Loan Fund 217
2017 NMFA Fund 218
2020B NMFA MGRT 219
Nonmajor Enterprise Funds
Combining Statement of Net Position – Nonmajor Enterprise Funds 220
Combining Statement of Revenues, Expenditures and Changes in Fund Net Position – Nonmajor Enterprise Funds 221
Combining Statement of Cash Flows – Nonmajor Enterprise Funds 222-223
Nonmajor Internal Service Funds
Combining Statement of Net Position – Nonmajor Internal Service Funds 224
Combining Statement of Revenues, Expenditures and Changes in Fund Net Position – Nonmajor Internal Service Funds 225
Combining Statement of Cash Flows – Nonmajor Internal Service Funds 226-227
Combining Statement of Fiduciary Net Position – Fiduciary Funds 228-229
Combining Statement of Changes in Fiduciary Net Position – Fiduciary Funds 230-231

SUPPLEMENTARY INFORMATION
Schedule of Insurance in Force 232-233
Schedule of Pledged Collateral 234
Schedule of Special Appropriations 235-238
Schedule of Deposits and Investments 239-241
Schedule of Joint Powers Agreements 242-243

STATISTICAL SECTION
Statistical Section Table of Contents 244
Financial Trends
Net Position by Category 245-246
Changes in Net Position by Category 247-254
Fund Balances – Governmental Funds 255-256
Changes in Fund Balance – Governmental Funds 257-260
Revenue Capacity
Taxable Assessed Value of Property 261-262
Property Tax Rates Per $1,000 Assessed Valuation Both Residential and Non Residential Overlapping Governments 263
Principal Taxpayers 264-269
Property Tax Levies and Collections 270
Debt Capacity
Ratio of Outstanding Debt by Type 271-272

City of Las Cruces

Table of Contents
June 30, 2022

Debt Capacity (Continued)
Ratio of Net General Obligation Debt to Taxable Value and Net General Obligation Bonded Debt Per Capita 273
Computation of Direct and Overlapping Debt 274
Computation of Legal Debt Margin 275-276
Pledged-Revenue Bond/Note Coverage 277-280
Demographic and Economic Information
Demographic Data 281
Principal Employers 282-284
Operating Information
Full-Time Equivalent Employees by Line of Business 285-288
Operating Indicators by Function/Program 289-292
Capital Assets and Infrastructure Statistics by Function/Program 293-294
Sales Tax Revenue Payers by Industry 295-299

SINGEL AUDIT SECTION
Independent Auditor's Report On Internal Control Over Financial Reporting And On Compliance And Other Matters Based On An Audit Of Financial Statements Performed In Accordance With *Government Auditing* Standards 300-301
Independent Auditor's Report On Compliance For Each Major Federal Program And Report On Internal Control Over Compliance In Accordance With The Uniform Guidance 302-304
Schedule of Expenditures of State Awards 305-310
Schedule of Expenditures of Federal Awards 311-318
Notes to Schedule of Expenditures of State and Federal Awards 319-320
Schedule of Findings and Questioned Costs 321-325
Exit Conference 326

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Introductory Section

CITY OF LAS CRUCES, NEW MEXICO

November 17, 2022

To the Honorable Mayor, Members of the City Council, Honorable Auditor, Honorable Clerk, and Citizens of the City of Las Cruces, NM

We are pleased to present the Annual Comprehensive Financial Report (ACFR) of the City of Las Cruces, NM for the fiscal year ended June 30, 2022. New Mexico State Statute requires every local government to be examined and audited, with the results published, each year. The audit shall be conducted in accordance with generally accepted auditing standards (GAAS) by an independent auditor approved by the state auditor.[1] This report was prepared by the Financial Services Department in accordance with the City Charter Section 5.09 and with the principles and standards for financial reporting set forth by the Governmental Accounting Standards Board (GASB).

Responsibility for both the accuracy of the data as well as the completeness and fairness of the presentation, including all disclosures, rests with the management of the City. The existing comprehensive structure of internal accounting controls in the City provides reasonable assurance that the financial statements are free of any material misstatements. Since the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements. To provide a reasonable basis for making those representations, City management has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with the generally accepted accounting principles (GAAP). As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

Pattillo, Brown, & Hill, LLP (PB&H), a firm of licensed certified public accountants, has audited the City's financial statements. The goal of the independent audit is to provide reasonable assurance that the financial statements of the City for the fiscal year ended June 30, 2022, are free of material misstatements. The audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. PB&H issued an unmodified opinion on the financial statements (i.e., that they are presented fairly in all material respects). Refer to the Independent Auditor's Report for more details.

[1] (New Mexico State Statute 12-6-5, NMSA, 1978)

THE REPORT

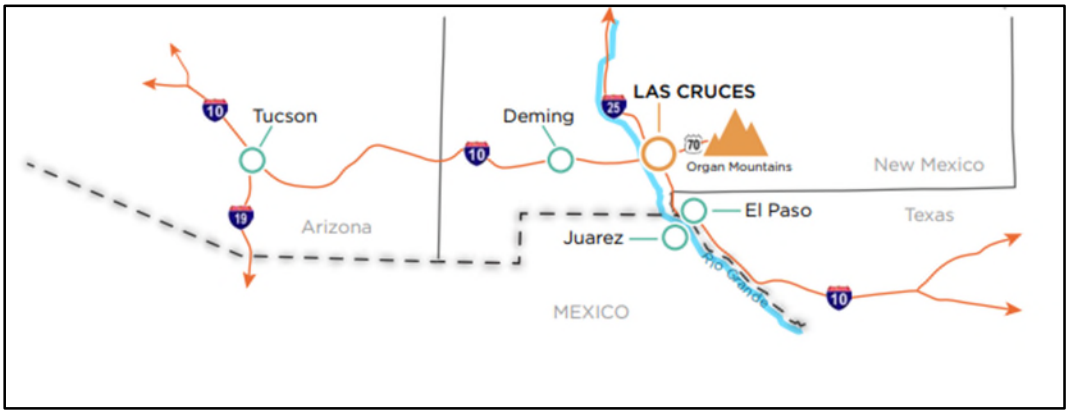
The ACFR is presented in four sections:

- The **Introduction Section** includes this letter of transmittal, introduction of City management, City organization chart, and the Certificate of Achievement.
- The **Financial Section** includes the report of the independent auditors, Management Discussion, and Analysis (MD&A), the basic financial statements, including the government-wide financial statements comprised of the Statement of Net Position and the Statement of Activities, and the accompanying notes to the financial statements. The Financial Section also includes the fund financial statements including the governmental funds, proprietary funds, fiduciary funds, and the combining individual funds for nonmajor governmental funds.
- The **Statistical Section** includes selected financial and demographic information.
- The **Single Audit Section** includes compliance reports related to federal programs.

Management's discussion and analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. MD&A complements this letter of transmittal and should be read in conjunction with it.

PROFILE OF THE GOVERNMENT

The City of Las Cruces, incorporated in 1849, is located roughly 45 miles north of El Paso, Texas and Ciudad, Juárez, Mexico and 225 miles south of Albuquerque, New Mexico. The population for Las Cruces is 111,385 [2] and it is the county seat of Doña Ana County and serves as the center commerce and culture for the southern New Mexico region.



Regional Context Map, Elevate Las Cruces, Volume 1 Page 2

[2] U.S. Census Bureau QuickFacts, April 1, 2020 Census, www.census.gov/quickfacts/lascrucescitynewmexico, 10/4/22.

The map above from the City's comprehensive plan "shows the location of Las Cruces in the greater bi-national region. The city is traversed by two interstates – interstate 10 leads south to El Paso and west to Deming while interstate 25 originates in Las Cruces and travels north to Wyoming. US Highway 70 leads northeast to the Organ Mountains Desert Peaks National Monument and White Sands Missile Range."[3]

The city is surrounded by mountain ranges and the historic Rio Grande. The city was founded by several Native American groups living in the area that is now called Mesilla Valley. The Rio Grande made the area an attractive location for settlers. The Camino Real served as a major trade route linking Mexico City to Santa Fe.

The municipal limits of the city encompass approximately 77 square miles. What makes Las Cruces attractive is the climate and surrounding natural landscape. The city has approximately 294 days of sunshine and an annual average temperature of 62.5.

The Mayor and 6-member council are elected in non-partisan elections. The council appoints a city manager who is the chief administrator of the city and is responsible to the council for the administration of all city affairs.[4] Council members serve four-year terms, with three members elected every two years. The Mayor is elected for a four-year term. This ACFR includes financial statements of the funds required for those activities, organizations, and functions related to the City and that are controlled by or dependent upon the City's governing body, the City Council.

The City of Las Cruces is a full-service home rule municipality governed by the provisions of the New Mexico Constitution, the City Charter, and generally accepted accounting principles (GAAP).

The City of Las Cruces provides a full range of services, including police and fire protection, traffic and street management, storm water and flood plain management, home rehabilitation programs, affordable housing, land use development, inspection services and permitting, library services, utility services (water, wastewater, natural gas, and solid waste), transit services, and recreational and cultural activities. The City of Las Cruces is financially accountable for four Joint Power Agreement entities, which are reported separately within the City of Las Cruces' financial statements. The City has one discretely presented component unit, South Central Solid Waste Authority, and one blended component unit, Downtown Tax Increment Development District.

The Council is required to adopt an initial budget for the fiscal year no later than thirty (30) days before the beginning of the fiscal year on July 1. This annual budget serves as the foundation for the City of Las Cruces' financial planning and control. The legal level of budgetary control is at the fund level. The budget is prepared by fund function, and organization unit (departments). Department directors may

[3] City of Las Cruces, "Elevate Las Cruces", Adopted February 18, 2020, Page 2.

[4] City of Las Cruces, City Charter 2019.

transfer resources within a department as they see fit. Transfers between departments, however, need special approval from the Council.[5] The financial system is built around the City Strategic Plan, the Comprehensive Plan (Elevate Las Cruces), and individual department strategic plans.

ECONOMIC CONDITIONS AND OUTLOOK

The disruptions brought on by the COVID-19 pandemic are unprecedented. While the labor market is very strong and most sectors experienced growth since their lowest levels during the pandemic closures, the city is experiencing, along with the nation, a high rate of inflation. The labor force experienced a one percent increase as compared to May 2021 to reach 48,160 from 47,617. Labor force is 0.2 percent higher than its pre-pandemic levels. Consistent with a strong labor market, the number of people actively looking for a job decreased from 2,858 in May 2021 to 1,591 in May 2022. The city's unemployment rate is 3.3 percent.

As with the rest of the nation, the City of Las Cruces is feeling the effects of inflation. In June 2022 the consumer price index remained at a 40-year high with a 9 percent inflation rate (seasonally adjusted).[6] According to the data collected for the cost-of-living index the average cost for one gallon of gasoline in 2017 was $2.08 (third quarter) to about $3.93 during 2022 (second quarter).[7]

Revenues for FY22 exceeded budget predictions by 16 percent and remain strong into FY23. April 2022, the opening month for cannabis sales, registered the highest adult-use sales. During the first three months of adult-use cannabis sales in the State of New Mexico, the City of Las Cruces total cannabis sales reached about $10 million, putting the city among the highest sales numbers in the state.[8] Recreational sales alone reached about $5.6 million. Per New Mexico House Bill 2, the city will receive one-third of the excise tax, which started at 12 percent. The excise tax for April and May 2022 was $154,368.

LONG TERM FINANCIAL PLANNING

The City's principal financial budget planning tool is the five-year forecast, using a time series ordinary least squares economic model. Required by City Charter (Article V. Sec 5.04 – Financial Procedures), the budget provides a financial plan of all city funds and activities for the ensuing year. This financial plan is presented to the Finance Select Committee and City Council each year and identifies:

- Updated fund balances,
- Operating costs for capital projects,
- Baseline, optimistic, and pessimistic scenarios,
- Growth factors,

[5] City of Las Cruces, City Charter, Article V – Financial Procedures, 2019.
[6] Bureau of Labor Statistic, U.S. city average all items, June 2022.
[7] Council for Community Economic Research, June 2022.
[8] Cannabis Control Division, State of New Mexico.

- Estimates of recuring and non-recuring revenues and expenditures, and
- A five-year projection of revenues, including actuals for the previous fiscal year.

The City also develops a five-year plan that guides the Capital Improvements Program (CIP) as outlined in our City Charter (Article V. Section 5.05). The intent of the CIP is to serve as a guide in the provision of new facilities to meet the increasing demand for capital improvements throughout the city, as well as in the replacement of outmoded facilities. The City is currently in the process of enhancing the CIP process, which will assist in developing an improved budgeting process for the CIP.

FINANCIAL POLICIES

The City has developed by resolution a Finance Select Committee. This committee meets quarterly to discuss various financial issues in the city. During these meetings the committee, which consist of two council members and the Mayor, reviews quarterly financials and other policies that affect the city financial system. The financial system is built around the City's adopted strategic plan, Elevate Las Cruces, and individual department strategic plans. Department programs are developed to identify distinct services outlined in Elevate Las Cruces and the City Strategic Plan. Each line of business (LOB) is a collection of programs that are monitored for financial and performance management. Department directors are held responsible for the fiscal performance of their units as well as the programmatic performance of their units.

Historically, the City has been conservative in its approach to financial matters, managing long-term debt to control interest costs, and stringently monitoring and controlling the use of both recurring and non-recurring operating revenues.

MAJOR INITIATIVES

The 2018 General Obligation (GO) Bonds have projects that are completed or in mid to late stages or construction. Both the Hadley Avenue Recreation Complex and Parks and Sports Courts projects are complete. Fire Station No. 3 is 99% complete and has achieved a temporary Certificate of Occupancy. The Unidad Park project is 59% complete with installed playground equipment, shade structure, and bathroom foundations completed. The Walking, Jogging, Biking Recreational Trail Improvements project is 97% complete. The Animal Shelter Facility and Dog Parks project is 67% complete. Lastly, the East Mesa Public Recreation Complex began construction and is currently at 21% complete with most of the work related to site grading.

The Investment Grade Audit (IGA) is approximately 75% complete and estimating full completion in FY23. The remaining work consists of rooftop unit installations. The Aquatic Community Competition Pool begun construction and is currently at 75% complete. Most of the structure has been erected with interior finishes beginning to be installed.

Major utility infrastructure projects have either been completed or are in the construction phase. The Sandhill Sewer project was completed which finished the final phase of the interceptor line that provides additional wastewater capacity to the Metro Verde area on the East Mesa. The East Primary Clarifier is being fully rehabilitated at the Jacob A. Hands Wastewater Treatment Facility (JHWWTF), which will provide service for the next 30 years and is 57% complete. Lastly, the Ultraviolet Disinfection project, also at the JHWWTF, is under construction and 56% complete. This will allow a reduction in the use of chlorine gas as part of the treatment process.

AWARDS AND ACKNOWLEDGEMENTS

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Las Cruces for its annual comprehensive financial report for the fiscal year ended June 30, 2021. This is the 17th consecutive year that the government has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized annual comprehensive financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current annual comprehensive financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to GFOA to determine its eligibility for another certificate.

CONCLUSION

The preparation of the ACFR could not have been accomplished without the efficient and dedicated service of a highly qualified staff in the Financial Services Department. I would like to thank all personnel who helped and contributed to the preparation of this report. Also want to acknowledge the thorough and professional way our independent auditors, PB&H, LLP, conducted their audit.

Respectfully submitted,

Leeann DeMouche

Leeann DeMouche
Financial Services Director

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City of Las Cruces

LIST OF PRINCIPAL OFFICIALS

June 30, 2022

City Council



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District 3 Councilor
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City Council



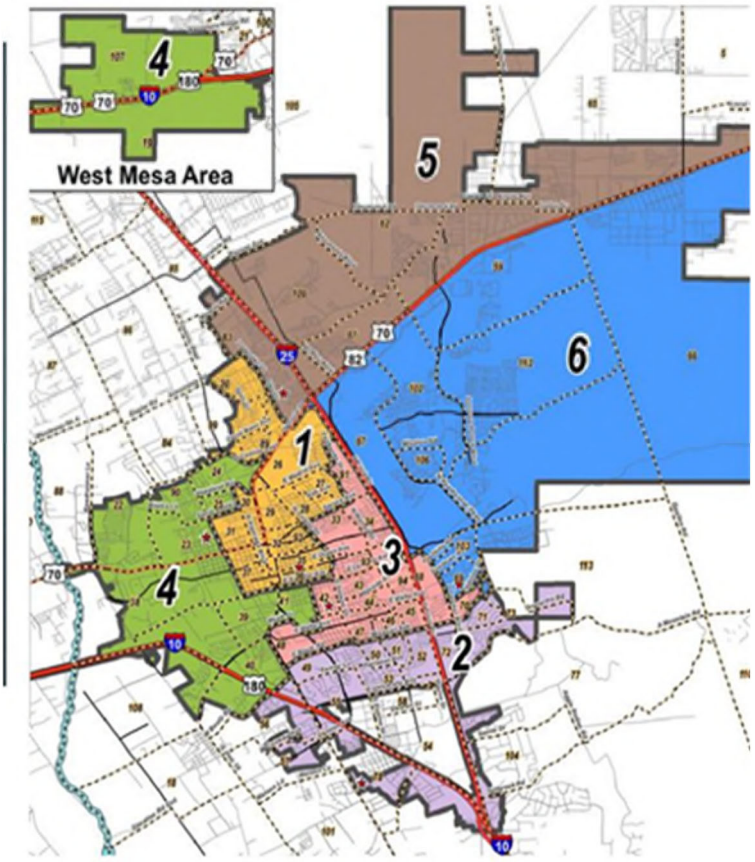
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City Management



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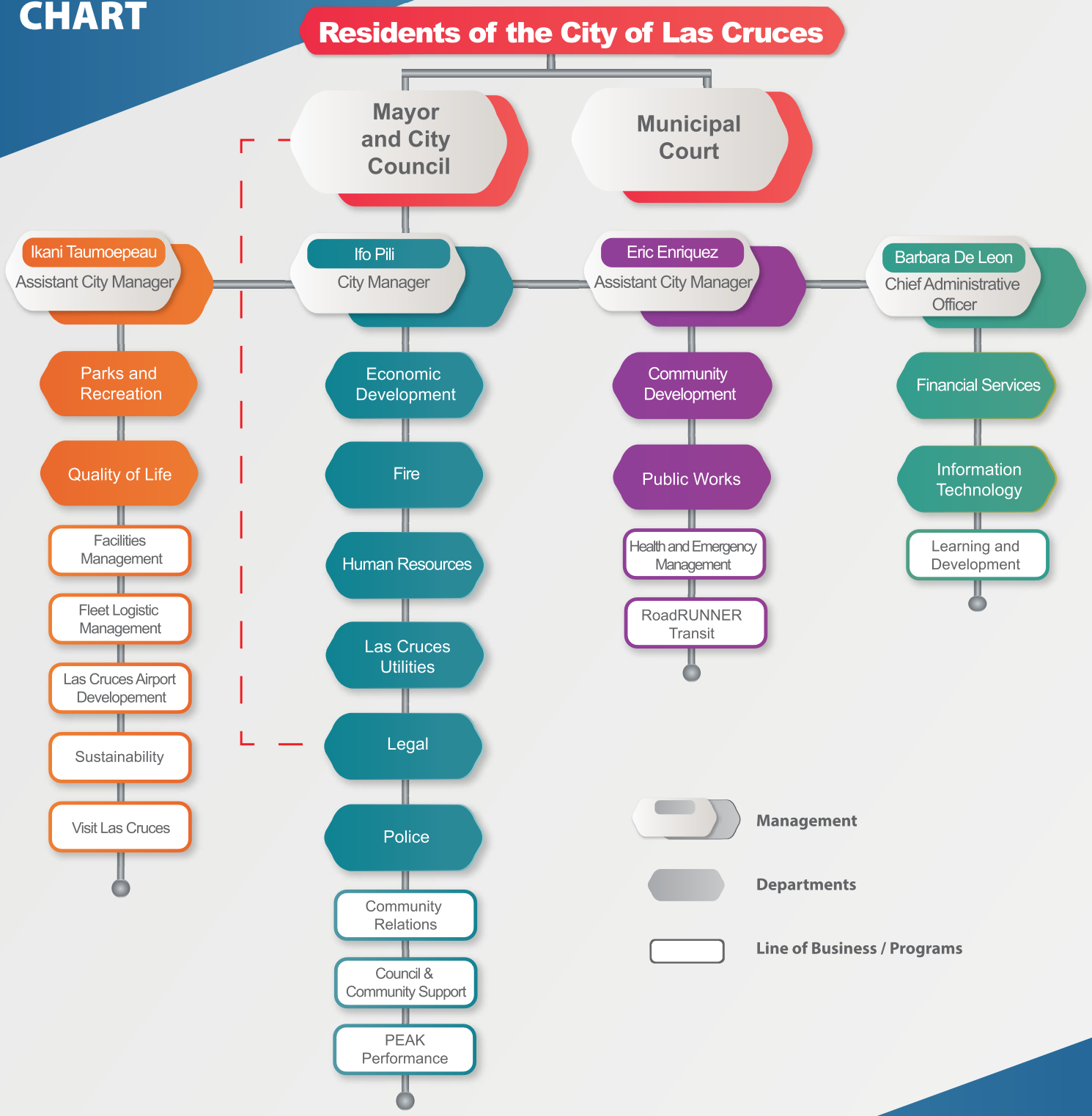


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Chief Administrative Officer
Barbara De Leon
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CITY GOVERNMENT ORGANIZATION CHART



City of Las Cruces

LIST OF CONTRIBUTORS

June 30, 2022

Financial Services

Leeann DeMouche	Financial Services Director
Josie Trevino	Comptroller
Maria G. Sanchez	Accounting Supervisor
Joshua Saffell	Accounting Supervisor
Jacqueline Rubalcava	Senior Accountant
Liam Beasley	Senior Accountant
Laura Gutierrez	Accountant
Armando Lerma	Accountant
Joe Padilla	Accountant
Frances Harris	Accountant
Roberta Marquez	Accountant
Veronica Ulloa	Temp Associate Accountant
Erika Jaquez	Treasurer
Adolfo Cardenas	Senior Accountant
Amador Espinosa	Senior Accountant

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Las Cruces
New Mexico

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2021

Christopher P. Morrill

Executive Director/CEO

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Financial Section

CITY OF LAS CRUCES, NEW MEXICO

PATTILLO, BROWN & HILL, L.L.P.
5310 Homestead Road N.E. Suite 100 B
Albuquerque, New Mexico 87110
505.266.5904 | pbhcpa.com

INDEPENDENT AUDITOR'S REPORT

To Brian S. Colón, Esq.
New Mexico State Auditor
and
To the City Council
City of Las Cruces
Las Cruces, New Mexico

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, the aggregate remaining fund information, and the budgetary comparisons for the general fund and major special revenue funds of the City of Las Cruces, New Mexico ("City"), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City as of June 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparisons for the general fund and major special revenue funds for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The City's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 23-39, schedule of the City's proportionate share of the net pension liability, the schedule of the City's contributions, the schedule of the City's proportionate share of the OPEB liability, and the schedule of the City's contributions on pages 132-138 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual nonmajor fund financial statements, the budgetary comparisons presented as supplementary information, the schedule of changes in assets and liabilities of agency funds, the statistical section, the schedule of insurance in force, the schedule of pledged collateral, the schedule of special appropriations, the schedule of deposit accounts and investments, the schedule of joint powers agreements, the schedule of expenditures of state awards, and the other disclosures are presented for the purposes of additional analysis and are not a required part of the basic financial statements. The Schedule of Expenditures of Federal awards as required by *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* and the other schedules required by 2.2.2 NMAC as noted in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Schedule of Expenditures of Federal awards as required by *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* and the other schedules required by 2.2.2 NMAC as noted in the table of contents is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal awards as required by *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and the other schedules required by 2.2.2 NMAC

as noted in the table of contents, are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual comprehensive financial report. The other information comprises the introductory section, the statistical section and the other disclosures but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 17, 2022 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Pattillo, Brown & Hill, L.L.P.
Albuquerque, New Mexico
November 17, 2022

MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2022

The City of Las Cruces' Management's Discussion and Analysis is designed to provide an overview of the City's financial activities. Comparisons to prior-year balances and activity are presented in accordance with the Governmental Accounting Standards Board (GASB).

This section of the City's annual financial report presents our discussion and analysis of the City's financial performance during the fiscal year that ended June 30, 2022. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal.

Financial Highlights

- The assets and deferred outflows of resources of the City of Las Cruces exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by $612,442,438 (*net position*). The unrestricted net position, which represents the amounts available to meet the City's ongoing obligations to citizens and creditors, was ($97,744,289). Unrestricted net position was affected by the implementation of GASB 68, GASB 75, and GASB 87-Leases which was implemented this fiscal year.

- As of June 30, 2022, the City's governmental funds reported combined fund balances of $215,623,508. This is a decrease of $29,012,613 in comparison with the prior year of $244,636,121. Of this amount, $32,628,877 is available for spending at the City's discretion (sum of unassigned and assigned fund balance).

- As of June 30, 2022, fund balance of the General Fund was $62.3 million. At the close of the current fiscal year, unassigned fund balance of the General Fund was $30.3 million or 26.3% of the total General Fund expenditures of $115.1 million.

- Net position of the City's enterprise funds decreased by $1.4 million yielding a net position of $249,855,698 as of June 30, 2022. Additional information can be found in the business-type activities section of the management discussion and analysis.

- The total long-term liabilities for the governmental and business-type activities decreased by $9,817,782 to a total of $272,934,748. Of this amount, $241,057,091 represented total bonds and notes payable. More detailed information about the City's long-term liabilities is presented in Note 7 to the financial statements.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains required supplementary information and other supplementary information intended to furnish additional detail to support basic financial statements.

The financial statements presented herein include all the activities of the City of Las Cruces using the integrated approach as prescribed by the Governmental Accounting Standards Board ("GASB") Statement No. 34, *Basic Financial Statements* – and *Management's Discussion and Analysis* – for *State and Local Governments*, and all amendments thereafter.

Government-wide financial statements

The *Government-wide financial statements* consist of two statements and are designed to provide readers with a broad overview of the City's finances in a manner similar to private-sector businesses.

The S*tatement of net position* presents information on all the City's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *Statement of activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned, but unused, vacation leave).

Both financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include General Government, Economic Development, Police, Fire, Quality of Life, Public Works, and Parks and Recreation. The business-type activities of the City include Gas, Water, Wastewater, Solid Waste, Transit, and Airport.

The government-wide financial statements of the City are divided into three activities:

- *Governmental Activities* - Most of the City's basic services are included here such as police, fire, public works, quality of life, parks and recreation, economic development, and general government. Property taxes, sales taxes, and franchise fees provide most of the funding for these activities, with the additional funding from charges for services, local, state and federal grants.

- *Business*-type Activities - The City charges fees to customers to help cover its cost of services it provides. The City's gas, water, sewer, solid waste, transit, and airport are reported here.

- *Component Units* – The City includes South Central Solid Waste Authority (SCSWA) in its report, a discretely presented component.

The government-wide financial statements can be found on pages 40-43 of this report.

Fund financial statements

A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The funds of the City are classified as: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds

Governmental funds are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements,

governmental fund financial statements focus on *near-term inflows and outflows of spendable resources,* as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

The focus of governmental funds is narrower than that of the government-wide financial statements; therefore, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. Because governmental fund financial statements do not encompass the additional long-term focus of the government-wide financial statements, additional information is provided that explains the relationship (or differences) between them.

The City maintains four governmental fund types for financial reporting purposes. The governmental fund types are General Funds, Special Revenue Funds, Capital Projects Funds, and Debt Service Funds. The City maintains one hundred and four governmental funds, eight of which combine into the General Funds and thirty-two combine to make the Debt Service Funds. Information is presented separately in the Governmental Funds Balance Sheet and in the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances for the funds that comprise the General Funds, which are considered major funds. Two other governmental funds, Telshor Facility and Special Revenue Grants, are also reported as major funds. The remaining sixty-two governmental funds are combined into a single, aggregate presentation as Other Governmental Funds. Individual fund data for each of these non-major governmental funds is provided in the form of *combining statements* in the Combining Financial Statements section of this report.

The City adopts an annual appropriated budget for its governmental funds. A budgetary comparison statement has been provided for the governmental funds to demonstrate compliance with this budget.

Proprietary Funds

Proprietary funds are generally used to account for services for which the City charges customers, either outside customers or internal units or departments, of the City. Proprietary funds provide the same type of information as shown in the government-wide financial statements, only in more detail. The City maintains the following two types of proprietary funds:

- *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for the fiscal activities relating to utilities such as Gas, Water, and Wastewater, as well as Solid Waste disposal. The City also uses enterprise funds to account for Transit and Airport which are reported as non-major enterprise funds.

- *Internal service funds* are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its vehicle maintenance and self-insurance. These services have been allocated to *governmental activities* in the government-wide financial statements as they predominantly serve governmental functions.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Gas, Water, and Wastewater utilities funds, as well as Solid Waste funds, which are considered major funds of the City. Data from the non-major enterprise funds, as well as all the internal service funds, are combined into a single, aggregate presentation in the proprietary fund financial statements. Individual fund data for the non-major enterprise funds and the internal service funds are provided in the form of *combining statements,* in the Combining Financial Statements section of this report.

Fiduciary Funds

Fiduciary funds are used to account for resources held for the benefit of parties outside of the primary government. Fiduciary funds are *not* reflected in the government-wide financial statement as the resources of those funds are *not* available to support the City's programs and operations. The Statement of Fiduciary Assets and Liabilities for the custodial funds is presented in the basic financial statements section of this report.

Notes to the financial statements

The Notes provide additional information that is essential to acquire a full understanding and fair presentation of the data provided in both the government-wide and fund financial statements.

Other information

In addition to the basic financial statements and the accompanying notes, this report also presents the required supplementary information of the City's governmental and proprietary funds: general, debt service, revenue, capital project, enterprise, and internal service funds. The schedule of pension and other post-employment benefits (OPEB) contributions, schedule of proportionate share of net pension and net OPEB liability, and the notes to required supplementary information related to pension and OPEB activity are presented as required supplementary information. Additional information can be found in the notes to the basic financial statements. Budgetary comparison schedules have been provided which demonstrate budgetary compliance.

Combining Statements

The combining statements of nonmajor governmental funds, nonmajor enterprise funds, internal service funds, and fiduciary funds are presented immediately following the notes to the financial statements.

Statistics

The statistical section provides statistical data on financial trends, revenue and debt capacity, demographic and economic data, and operating information.

Government-wide Financial Analysis

Net position, over time, may serve as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities by $612,430,864 at the close of the most recent fiscal year.

Net Position (in 000's)

Ninety-one percent of the City's net position is investment in capital assets (i.e., land, land improvements, buildings, equipment, utility infrastructure), net of any related outstanding debt used to acquire those assets. The city uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Forty-one percent of the City's net position is resources that are subject to external restrictions on how they may be used. This amount decreased by fourteen percent from 2021 due to a decrease in COVID grant funding and unspent debt proceeds. Restricted net position in the amount of $148.5 million represents resources that are subject to external restrictions on how they may be used. Unrestricted net position was affected by the implementation of GASB 68, GASB 75, and GASB 87, which affected available balances creating negative unrestricted net position.

	Governmental activities			Business-type activities			Total		
	FY22	FY21	FY20	FY22	FY21	FY20	FY22	FY21	FY20
Assets:									
Current and other assets	297,060	314,370	289,165	75,976	87,862	85,939	373,037	402,232	375,104
Capital assets	458,514	420,883	422,147	316,718	314,930	289,166	775,231	735,813	711,313
Total assets	755,574	735,253	708,199	392,694	402,792	375,105	1,148,268	1,138,045	1,083,305
Deferred outflows of resources	21,171	50,228	27,684	10,236	15,903	8,573	31,408	66,131	36,257
Total assets and deferred outflows of resources	776,745	785,481	735,883	402,930	418,695	383,678	1,179,676	1,204,176	1,119,561
Liabilities:									
Current and other liabilities	64,544	30,658	22,457	18,113	11,134	5,315	82,658	41,792	27,772
Long-term liabilities	288,715	383,302	348,108	122,691	150,467	150,782	411,406	533,769	498,890
Total liabilities	353,259	413,960	370,565	140,804	161,601	156,098	494,063	575,561	526,663
Deferred inflows of resources	60,911	23,152	29,285	12,259	5,793	7,092	73,170	28,945	36,377
Net position:									
Net invested in capital assets	329,102	262,806	267,292	215,580	207,460	175,209	544,682	470,266	442,501
Restricted net position	148,531	191,291	180,720	16,974	24,718	32,675	165,505	216,009	213,395
Unrestricted net position	(115,057)	(105,728)	(111,979)	17,313	19,122	12,604	(97,744)	(86,606)	(99,375)
Total net position	**362,575**	**348,369**	**336,033**	**249,867**	**251,301**	**220,488**	**612,442**	**599,670**	**556,521**
Total liabilities, deferred Inflows of resources and net position	**776,745**	**785,481**	**735,883**	**402,930**	**418,695**	**383,678**	**1,179,676**	**1,204,176**	**1,119,561**

Changes in net position during 2022 and comparative amounts for 2021 and 2020 were:

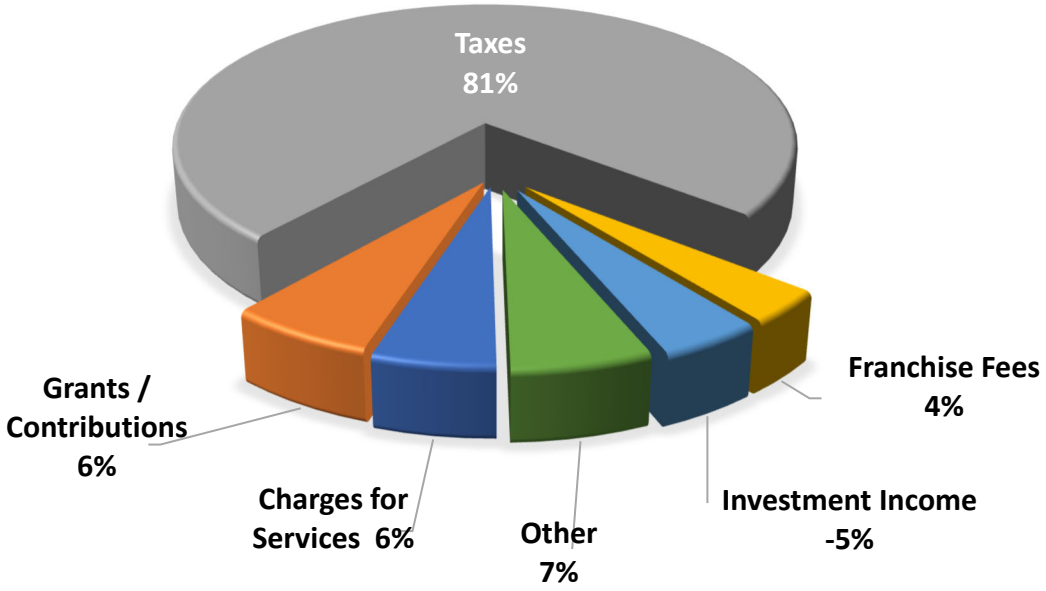
Summary of Changes in Position (in 000's)

	Governmental Activities			Business - Type Activities			Total		
	FY22	FY21	FY20	FY22	FY21	FY20	FY22	FY21	FY20
Revenues:									
Program Revenues:									
Charges for services	10,688	11,454	11,240	90,523	87,328	70,652	101,211	98,782	81,892
Operating grants and contributions	11,579	19,627	6,463	3,941	7,355	3,097	15,520	26,982	9,559
Capital grants and contributions	1,092	1,702	4,809	87	233	-	1,180	1,935	4,809
General Revenue:									
Taxes-GRT and property	148,470	129,763	124,151	-	-	-	148,470	129,763	124,151
Franchise fees/lodgers tax	7,060	1,943	1,739	-	-	-	7,060	1,943	1,739
Investment income	(8,876)	11,939	4,173	(381)	222	1,813	(9,257)	12,161	5,986
Other	12,143	15,749	15,877	238	-	-	12,380	15,749	15,877
Capital asset contribution	18	20	139	230	21,585	1,106	247	21,605	1,245
Total revenues	182,174	192,197	168,590	94,638	116,723	76,668	276,812	308,920	245,258
Expenses:									
General Government	41,076	29,981	20,635	-	-	-	41,076	29,981	20,635
Police	27,781	24,394	30,897	-	-	-	27,781	24,394	30,897
Fire	21,730	19,022	23,594	-	-	-	21,730	19,022	23,594
Community Development	4,565	7,813	6,803	-	-	-	4,565	7,813	6,803
Quality of Life	10,147	9,080	8,838	-	-	-	10,147	9,080	8,838
Economic Develoment	10,811	10,045	6,859	-	-	-	10,811	10,045	6,859
Public Works	30,347	28,015	31,274	-	-	-	30,347	28,015	31,274
Transportation	-	-	269	-	-	-	-	-	269
Parks and Recreation	12,948	10,371	12,199	-	-	-	12,948	10,371	12,199
Gas	-	-	-	33,912	29,683	18,504	33,912	29,683	18,504
Water	-	-	-	21,016	20,786	20,817	21,016	20,786	20,817
Wastewater	-	-	-	17,970	16,543	16,530	17,970	16,543	16,530
Solid waste	-	-	-	18,417	13,881	16,536	18,417	13,881	16,536
Transit/Other	52	51	-	8,937	7,527	6,120	8,989	7,578	6,120
Interest on long-term debt	3,947	4,014	2,810	-	-	-	3,947	4,014	2,810
Debt issuance costs	-	238	567	-	-	-	-	238	567
Total expenses	163,404	143,021	144,745	100,251	88,420	78,506	263,655	231,441	223,251
Increase in net position before transfers	18,770	49,175	23,845	(5,613)	28,304	(1,838)	13,157	77,479	22,007
Transfers	(4,229)	(36,839)	(13,205)	4,229	2,509	4,833	-	(34,330)	(8,372)
Change in Net Position	14,541	12,336	10,640	(1,384)	30,813	2,995	13,157	43,149	13,635
Net Position - beginning	348,369	336,033	325,393	251,301	220,488	217,493	599,670	556,521	542,887
Restatement	(335)	-	-	(49)	-	-	(384)	-	-
Net position - ending	**362,575**	**348,369**	**336,033**	**249,867**	**251,301**	**220,488**	**612,443**	**599,670**	**556,521**

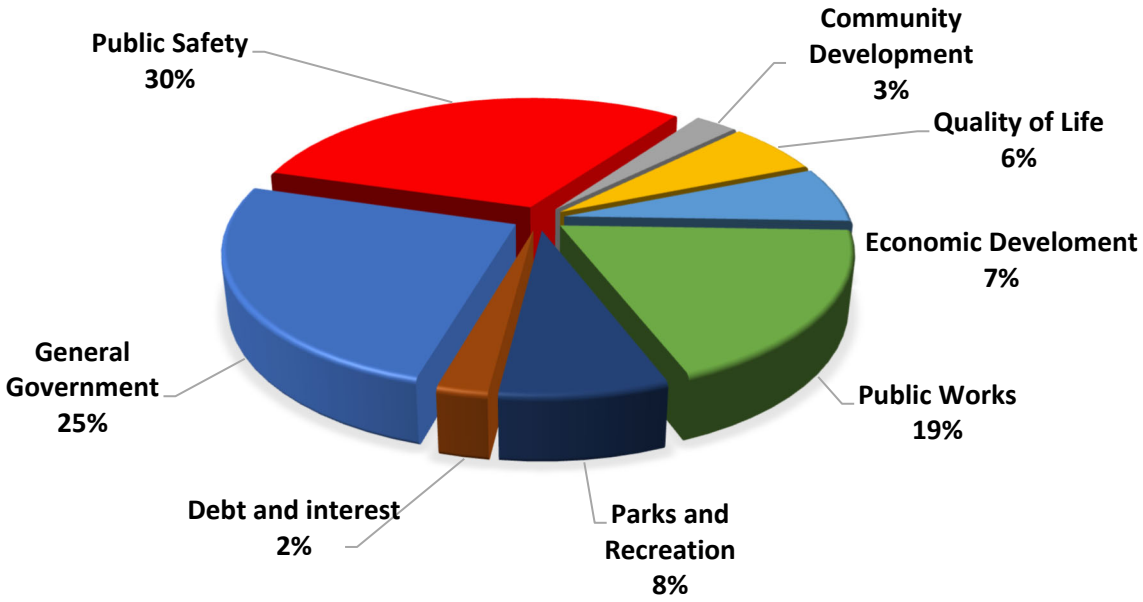
Governmental activities

Net position for governmental activities increased by $14,206,127 (4.1%). Ending net position for fiscal year 2022 was $362,575,166 compared to an ending balance of $348,369,039 in fiscal year 2022. Gross receipts tax, property tax, and franchise fees increased from $131.7 million in fiscal year 2021 to $155.5 million in fiscal year 2022.

Governmental Revenues



Governmental Expenditures



The City's governmental activities expenses increased from $143.0 million in fiscal year 2021 to $163.4 million in fiscal year 2022. Overall, the increase was due to a major increase in general government of $11.1 million along with smaller increases in police of $3.3 million, fire of $2.7 million, quality of life of $1.1 million, public works of $2.3 million, parks and recreation of $2.6 million, and economic development of $766 thousand. These increases were offset by decreases in community development of $3.2 million and interest on long-term debt of $67 thousand. Total increase in expenses from 2021 to 2022 was $20.4 million.

Key elements in the change of the City's governmental activities, revenues and expenditures are as follows:

- Gross receipts tax (GRT) and property tax revenue, which together account for approximately 81% of the City's governmental activities revenue, increased by $18.7 million, from $129.8 million to $148.5 million, from the prior year.

- Charges for services, which account for 6% of the City's governmental activities revenues, decreased by $767 thousand, from $11.4 million to $10.7 million. This is primarily due to a decrease in the public use of Park and Recreation facilities.

- Grants and contribution revenue, which accounts for 7% of the City's governmental activities revenues, decreased by $8.7 million from $21.3 million in fiscal year 2021 to $12.7 million in fiscal year 2022. This decrease was due to funding received to help with COVID relief through the CARES programs coming to an end in the previous year.

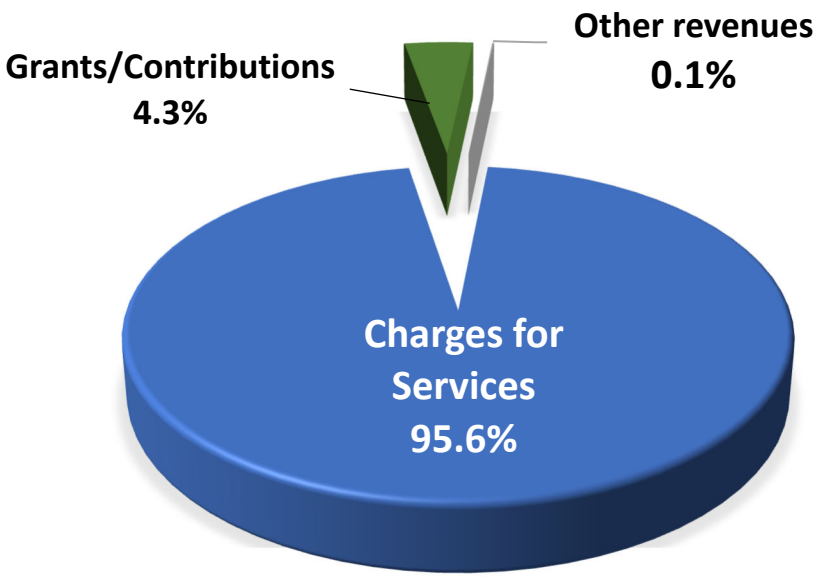
- Investment income, which accounts for approximately -5% of the City's governmental activities revenue, decreased by $20.8 million, from $11.9 million to -$8.9 million, from prior year.

- Governmental activities expenditures increased by $20.4 million from $143.0 million in fiscal year 2021 to $163.4 million in fiscal year 2022. *Total increase in General Government expenses from 2021 to 2022 was $11.1 million.*

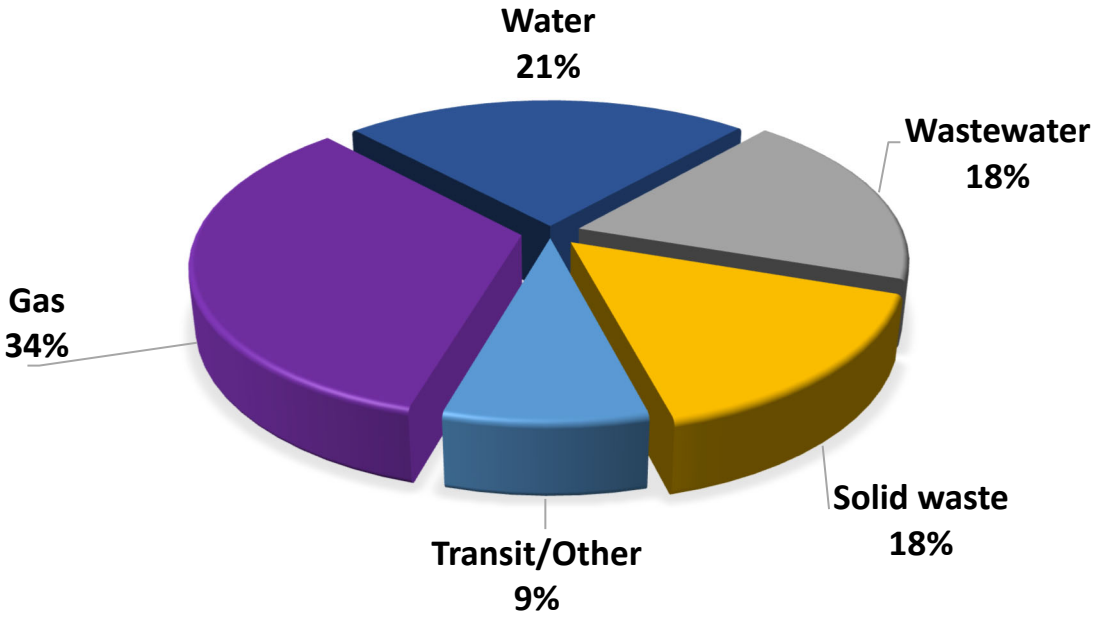
Business-type activities

For the City's business-type activities, the net position decreased by $1,444,854. Ending net position for fiscal year 2022 was $249,855,698 compared to an ending balance of $251,300,552 in fiscal year 2021. Total revenues decreased by $22.1 million in fiscal year 2022 compared to $40.1 million in fiscal year 2021.

Business-Type Revenues



Business-Type Expenses



Business-type activities

Total expenses increased by $11.8 million compared to fiscal year 2021 expenses. The changes were due to a Gas increase of $4.2 million, Solid Waste increase of $4.5 million, Transit, Airport and Other enterprise funds increased by $3.1 million.

Key factors for the changes in the business-type activities revenues and expenses are as follows:

- Charges for services, which accounts for 96% of the City's business-type activities revenues, increased by $3.2 million, from $87.3 million to $90.5 million.

- Operating/Capital grants and contributions, which accounts for 4% of the City's business-type activities revenues, decreased by $3.6 million, from $7.6 million in fiscal year 2021 to $4.0 million in fiscal year 2022.

- Investment income decreased by $603 thousand, from $222 thousand in fiscal year 2021 to $(381) thousand in fiscal year 2022.

- Capital asset contributions, which accounts for 0.2% of the City's business-type activities revenues, decreased by $21.4 million, from $21.6 million to $230 thousand, from prior year. $20.0 million of the decrease was mainly due to transferring all the airport assets from governmental to business-type activities funds.

- Business-type expenses increased by $11.8 million from $88.4 million in fiscal year 2021 to $100.3 million in fiscal year 2022.

Financial Analysis of the City's Funds

Governmental funds

The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable resources*. Unlike the government-wide financial statements, governmental fund financial statements focus on current sources and uses of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. This information is useful in assessing the City's financing requirements. Non-financial assets such as governmental buildings, roads, drainage ways and long-term liabilities, such as payables or long-term liabilities that will not be paid with current assets, are excluded. Such information is useful in assessing the City's financing requirements. In particular, the *Unassigned Fund Balance* may serve as a useful measure of the government's net resources available for spending at the end of the fiscal year. At the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of $215.6 million, a decrease of $29.0 million in comparison with $244.6 from the prior year.

The General Fund, Telshor Facility, Special Revenue Grants, and Debt Service funds are reported as major governmental funds. At the end of fiscal year 2022, the City's major governmental funds reported combined ending fund balances of $106.9 million, a decrease of $4.7 million from the prior year due to the loss in investment.

The fund balance of the General Fund is reported in the five categories defined by GASB 54. The *non-spendable* fund balance of $1.6 million is for inventories. The *restricted* fund balance of $3.0 million is for grants for economic

development, public safety programs, housing and community development, parks and recreation, public works, and quality of life programs. The *committed* fund balance of $25.0 million is for transfers for debt service, public safety, transportation, quality of life, and economic development. The *assigned* fund balance of $2.4 million is for economic development and the acquisition of new vehicles. The *unassigned* fund balance is $30.3 million. The total fund balance in the General Fund is $62.3 million.

Fund balances of other major governmental funds are committed and restricted. The Telshor Facility fund has $33.8 million restricted for health-related programs, a decrease of $14.1 million primarily due to loss in investment income. The fund balance in Debt Service of $10.9 million is restricted for debt service funds. All other governmental funds are combined and reported as non-major governmental funds. Non-major governmental funds have a restricted fund balance of $100 million for economic development, public safety programs, housing and community development, parks and recreation, public works, and debt service. The committed fund balance of $7.8 million is for health-related programs.

General Fund

The General Fund is the chief operating fund of the City. At the end of fiscal year 2022 the unassigned fund balance was $30.3 million, of that, $21.2 million represents the amount required by state and local policy to be held in reserve in the General Fund. The fund balance increased $10.9 million during the current fiscal year with revenues coming in higher than expenditures by $37.0 million, which was offset by net transfers out of $26.1 million. In fiscal year 2022, transfers out increased by $3.8 million compared to fiscal year 2021. Total revenues increased by $28.9 million due mostly to a $24.6 million increase in local taxes and $4.3 million increase in all other revenue sources. Total expenditures of $114.9 million represents an increase of $23.7 million from the previous year. Increases in expenditures were seen in all programs. Expenditure increases were as followed from highest; General Government $7.6 million, Public Works $4.3 million, Parks and Recreation $3.9 million, Police $2.8 million, Fire $2.5 million, Capital Outlay $972 thousand, Quality of Life $818 thousand, Economic Development $581 thousand, and an increase in Community Development of $256 thousand. Please refer to the General Fund budgetary highlights for a budgetary analysis.

Telshor Fund

The purpose of this fund is to account for the receipt of proceeds from a lease of Memorial Medical Center. Funds must be used for health care services in the city. The lease with Memorial Medical Center, Inc. (MMCI) was approved by Ordinance 1655 in 1998.

On October 18, 2004, City Council adopted Resolution No. 05-128; restricting the use of the lease proceeds to fund health-related programs and health-related capital projects, the proceeds of such lease are reported in a special revenue fund (Telshor Facility Fund). The net proceeds for the city were $26,083,373.

City Council placed a moratorium on spending from the fund on October 15, 2007, per Resolution No. 08-112. Per City Council request, the resolution defined health-related public services so that the Telshor Facility Fund will be able to meet various health and human service needs. Health-related public services support the continued physical, mental, developmental, emotional and social well-being, safety, and housing needs of City of Las Cruces residents; and to improve the lives of sick, indigent, or low-income people of the City of Las Cruces.

On March 13, 2019, the city received $4,199,501 as final distribution from the escrow funds. The total corpus of the fund was $30,282,874.

Every allocation from the Telshor fund is approved by City Council. Some examples of what has been allocated and types of allocations are as follows:

FY22 & Prior Allocations:

Program	**Amount**
Community of Hope Expansion	$ 1,155,000
Casa de Peregrinos Expansion	5,070,000
La Piñon building purchase Loan	1,200,000
Families & Youth Emergency Youth Shelter	361,000
Mano y Mano Program	1,445,000
Affordable Housing & Impact Fee Waivers	577,600
Total	**$ 9,808,600**

FY23 Adopted Allocations:

Program	**Amount**
Fire - MIH/CIT & Explorer Program	$ 1,727,836
Transit - (7) Electric Bus Match	870,618
Health Complex Feasibility Study	200,000
Lift Up Las Cruces	278,590
Police Athletic League (PAL)	104,068
Total	**$ 3,181,112**

The Telshor Fund also paid for other health-related services such as Asylum Seekers $1,075,000 (humanitarian assistance) and COVID-19 $3,837,500 (emergency response). Council allocated annually $300,000 for FY09 – FY18; $400,000 for FY19 – FY22; $600,000 for FY23 - FY26; to fund health-related public services.

Long-term debt

The debt service fund is used to accumulate resources for the repayment of the City's Governmental Revenue Bonds, GO Bonds and Notes Payable. The governmental revenue bonds and notes payable are primarily pledged with gross receipts tax distributions. Revenue bonds that are from direct borrowings and most notes payable are issued to the New Mexico Finance Authority.

GO bonds are backed by the full faith and credit of the City and may be used to finance any capital improvement approved by the voters. GO bonds may be redeemed by any regular City funding, but by policy, are generally redeemed by property taxes paid to the City. Fund balance in the City's General Obligation Bond Debt Service Fund decreased slightly to $6.8 million. Property tax revenues dedicated to the repayment of GO Bonds increased by $0.2 million from $17.5 million in fiscal year 2021 to $17.7 million in fiscal year 2022.

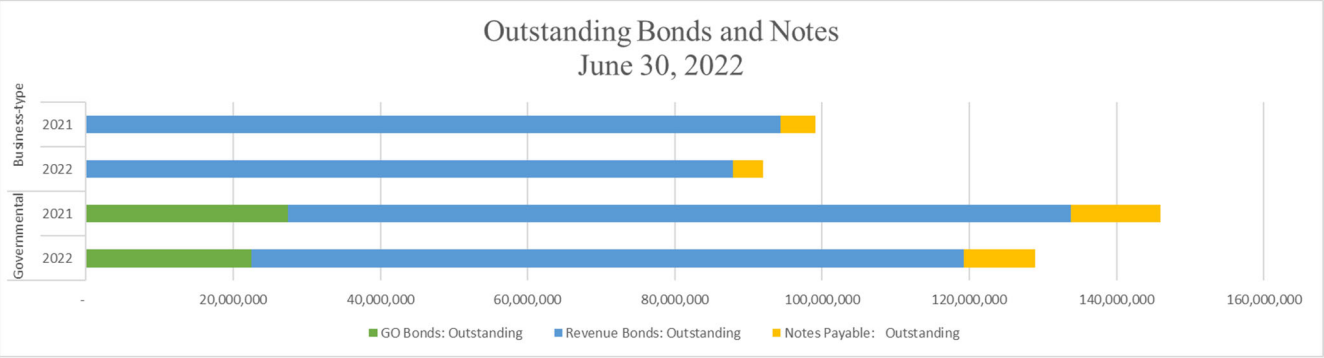
Business-type revenue bonds and notes payable are accounted for in their own funds and are pledged with the Joint Utilities net system revenues which are adjusted by net operating revenues or losses of the gas, water and wastewater utilities.

At the end of fiscal year 2022, the City had total long-term liabilities outstanding of $272.9 million, with a net decrease of $9.8 million over the prior year.

Outstanding Bonds and Notes as of June 30, 2022

	Governmental		
	2022	**2021**	**Change**
GO Bonds: Outstanding	22,510,000	27,450,000	(4,940,000)
Revenue Bonds: Outstanding	96,715,000	106,300,000	(9,585,000)
Notes Payable: Outstanding	9,699,449	12,214,640	(2,515,191)
Total Outstanding	**128,924,449**	**145,964,640**	**(17,040,191)**

	Business-type		
	2022	**2021**	**Change**
GO Bonds: Outstanding	-	-	-
Revenue Bonds: Outstanding	87,870,000	94,335,000	(6,465,000)
Notes Payable: Outstanding	4,125,000	4,751,258	(626,258)
Total Outstanding	**91,995,000**	**99,086,258**	**(7,091,258)**



Additional information on the City's debt can be found in Note 7.

Capital Project Fund – This fund is used to accumulate resources for the acquisition of capital. Capital is defined as tangible property with a life beyond a one-year budget cycle. Land, infrastructure, equipment, buildings, as well as the services required to build or install these assets, may be classified as capital. The Capital Project Fund is primarily funded by bond proceeds, but recurring and non-recurring revenue may be used. Major capital improvements for the City are funded primarily with general obligation and enterprise fund revenue bonds. In many cases, these bond funds are matched with federal and/or state contributions and private assessments. Total Net position for the fund for fiscal year 2022 was approximately $98 million.

Enterprise Funds – The City's enterprise funds provide the same type of information presented in the government-wide financial statements business-type activities, but in more detail. Unrestricted net position was previously affected by the implementation of the pension and OPEB standards. At the end of fiscal year 2022, the unrestricted net position is as follows: Gas, Water, Wastewater, Solid Waste and Nonmajor Enterprise Funds, totaling approximately $17.3 million.

Internal Service Funds – Internal service funds are used to account for certain governmental activities and had an unrestricted net position of approximately $384 thousand in fiscal year 2022.

Fiduciary Funds –The City's custodial fund is used by the City to account for funds held in trust for third parties. The funds held by the City in a fiduciary capacity include, Mesilla Valley Regional Dispatch Authority, Metro Narcotics Agency, Branigan Estate (proceeds of sales of assets are used to purchase books for the library), Gifts and Memorials, Veteran's Memorial Wall, Animal Service Center of the Mesilla Valley, and High Intensity Drug Trafficking Area.

Budgetary Highlights – The original fiscal year 2022 adopted budget totals $499.6 million after interfund eliminations. This consists of approximately $118.3 million from General Funds, $21.4 million from Special Revenue Funds, $22 million from Debt Services Funds, $119.5 million from Capital Funds, $160 million from Enterprise Funds, $33.9 million from Internal Service Funds, $10.9 million from custodial funds, and $13.6 million from South Central Solid Waste Authority. The City increased its overall annual budget by 21% from fiscal year 2021 to fiscal year 2022.

The fiscal year 2022 general fund revenues are $114.2 million with expenditures at $111.6 million and $19.4 million in transfers.

Capital Assets and Debt Administration

Capital Assets – The City's capital assets of governmental and business-type activities as of June 30, 2022, total $775.2 million, net of accumulated depreciation. The increase in capital assets in the current fiscal year was $39.4 Million or 5.3%. Additional information pertaining to capital assets can be found in the notes to the financial statements in Note 4. Capital assets are summarized as follows (in millions):

Capital Assets	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
Land & Land Rights	$ 31.5	$ 30.2	$ 15.4	$ 15.4	$ 46.9	$ 45.6
Land Improvements	19.1	19.1	0.1	0.1	19.2	19.2
Construction in Progress	46.3	19.0	1.7	1.1	48.0	20.1
Buildings	106.5	109.7	7.8	8.2	114.3	117.9
Airport Runways	0.3	0.1	19.1	19.6	19.4	19.7
Infrastructure	3.8	2.9	-	-	3.8	2.9
Park Improvements	19.5	18.3	-	-	19.5	18.3
Land Improvement Remediation	1.2	1.4	-	-	1.2	1.4
Distribution & Collection System	-	-	71.8	72.1	71.8	72.1
Utilities Transmission	-	-	191.2	188.5	191.2	188.5
Machinery & Equipment	14.2	14.3	9.0	9.9	23.2	24.2
Roads Network	179.9	177.6	-	-	179.9	177.6
Flood Control Network	28.7	28.3	-	-	28.7	28.3
Leases right to use	7.4	-	0.6	-	8.0	-
Total	$ 458.5	$ 420.9	$ 316.7	$ 314.9	$ 775.2	$ 735.8

Governmental activities - In fiscal year 2022, capital assets increased by $37.6 million after the recording of depreciation. The change was due to an increase in land of $1.3 million, an increase in construction-in-progress of

$27.3 million, a decrease in buildings of $3.2 million, an increase in airport runways of $200 thousand, an increase in infrastructure of $900 thousand, an increase in park improvements of $1.2 million, a decrease in land improvement remediation of $200 thousand, a decrease in machinery and equipment of $100 thousand, an increase in road networks of $2.3 million, and an increase in flood control network of $400 thousand. Leases right to use capital assets are a result of the implementation of Governmental Accounting Standards Board (GASB) Statement No. 87-Leases. The capitalization of these leases resulted in an increase in the governmental capital assets of $7.4 million. The large increase in construction in progress was due to the ongoing GO Bond projects.

Business-type activities - In fiscal year 2022, capital assets increased by $1.8 million after the recording of depreciation. The change was due to an increase in construction in progress of $600 thousand, a decrease in buildings of $400 thousand, a decrease in airport runways of $500 thousand, a decrease in distribution and collection systems of $300 thousand, an increase in utilities transmission of $2.7 million, and a decrease in machinery and equipment of $900 thousand. Leases right to use capital assets are a result of the implementation of Governmental Accounting Standards Board (GASB) Statement No. 87-Leases. The capitalization of these leases resulted in an increase in the governmental capital assets of $600 thousand.

Additional information on the City's capital assets can be found in Note 4.

Debt Administration - At the end of the fiscal year 2022, the City's governmental activities had a total of $169.0 million in long-term obligations. Total bonded debt is $140.0 million of which $17.7 million is due or payable within the next fiscal year. Net pension liability decreased from $161.7 million in fiscal year 2021 to $102.5 million in fiscal year 2022. The net OPEB obligation decreased from $49.7 million in fiscal year 2021 to $39.3 million in fiscal year 2022. The remaining debt is for leases payable, pollution remediation, claims and judgements, and compensated absences.

The City's business-type activities had long-term obligations of $103.9 million, of which $8.3 million is due or payable within the next fiscal year. Net pension liability decreased from $27.0 million in fiscal year 2021 to $17.1 million in fiscal year 2022. The net OPEB obligation decreased from $12.6 million in fiscal year 2021 to $10.0 million in fiscal year 2022. Additional information related to debt can be found in Note 7 in the notes to the financial statements.

The Constitution of the State of New Mexico limits the amount of general-purpose general obligation bonds that may be issued by a municipality to four percent of the taxable valuation of property located within the City limits. On June 30, 2022, assessed valuation is $2,745,278,819 for a maximum bonding capacity of $109,811,153. Total general obligation debt outstanding at year end was $22,510,000 with remaining debt capacity of $87,301,153.

Economic Outlook

LABOR FORCE & EMPLOYMENT

Preliminary results from May 2022 indicate that employment in The City of Las Cruces continue to trend up. Employment in The City of Las Cruces for May 2022 (preliminary) grew 4% as compared to previous year, reaching 46,563. Which is about 1.6% above its pre-pandemic level in May 2019. Similarly, labor force experienced a 1% increase as compared to May 2021 to reach 48,160 from 47,617. Labor force is a small 0.2% higher than its pre-pandemic levels.

UNEMPLOYMENT RATE

A preliminary review that is unadjusted for seasonal unemployment is at a rate of 3.3% In May 2022, the unemployment rate is among the lowest rates in the last ten years. The number of people actively looking for a job decreased from 2,858 in May 2021 to 1,597 (May 2022). In a month-over-month basis unemployment rate decreased 0.2 percentage points from a 3.5 revised April 2022 rate and -2.9 percentage points from May 2021.

TOTAL NON-FARM EMPLOYMENT

Total non-farm employment (seasonally adjusted, SA) for Las Cruces MSA grew 4.4% on a YoY basis (May 2022) adding about 3,000 jobs. While most sectors experienced growth in May 2022 (Figure 3), leisure and hospitality continue to lead the way with a 20.5% increase, followed by local government (10%), and wholesale trade; other services; and manufacturing (7.1% respectively). Contrary, state government saw a small 2.8% decline as compared to May 2022. No significant change was observed in retail trade; mining logging, and construction; information; and financial activities.

SECTOR SPOTLIGHT

The leisure and hospitality sector continues to recover. The total number of employees in the leisure and hospitality sector reached 8.8K in May 2022 (NSA, preliminary) a 20% gain as compared to a previous year and 1% higher than its pre-pandemic level (May 2019). On a month-over-month basis (SA) employment experience a small 0.4% decline). Interestingly, employment in the leisure and hospitality sectors tends to be lower at the beginning of the year and in the summer months, then increase during the spring, fall, and at the end of the year. Moreover, the effect of the pandemic closures can be seen in the sharp drop in employment during April 2020, and another interesting feature is the sectors gradual recovery during 2020-2021.

NEW BUSINESS REGISTRATIONS

More new businesses were registered in 2022 vs. 2021. There were about 37 new business registrations in June 2022. While this number is 7.5% lower than June 2021 and about 52% lower than June 2019. The overall number of new business registration for the first half of 2022 (January-June) is 24% higher than 2021, about 58 more permits as compared to January-June 2021. 2022 added about 8 more permits as compared to prepandemic levels in the first half in 2019. The main business sectors for new business registrations in 2022 and 2021 was retail.

OTHER GRT

Nominal GRT continues to trend up. Nominal GRT added about 2.6M in April 2022 as compared to its pre-pandemic levels in April 2019. GRT tends to be low in January and increase during March, June, and December each year.

INFLATION

SA CPI remains high at 9% consumer price index continues to climb. Leisure and Hospitality At 9% consumer price index (U.S. city average all items), remains at a 40- year high. After a sharp decrease in CPI in April-May 2020, CPI

started to climb in 2021, reaching a new high in June 2022. On the other hand, the core personal consumption expenditure index (PCE) which does not include food and energy—two volatile items—for May 2022 reached 4.7%, 0.2% lower as compared to April 2022 (4.9%).

HOUSING

The median housing listing price continues its upward move. The median listing price for a single-family home in the City of Las Cruces for May 2022 was about 285K. This represents a 15% increase as compared to a previous year. On the other hand, according to Freddie Mac the average 30-year fixed rate mortgage rate for June 2022 ended at 5.52 (0.9 pts) up from 3.45 (0.7 pts) in January 2022.

NEW RESIDENTIAL PERMITS

June 2022 new residential construction permits inched lower as compared to a previous year but higher compared to previous month. The total number of new residential permits for the first half of 2022 amounted to 438. This translates into 90 less permits as compared to the first half of 2021 (528), but about 85 more permits as compared to 2022 (353). In the last three years there has been a jump in new residential permits in the months of March and June. Moreover, contrary to 2020 and 2021, in which January permits tended to be lower, January 2022 saw an increase in the number of new residential permits.

Requests for Information

This financial report is designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the City's finances and to demonstrate the City's accountability for the money it receives. If you have questions about this report or need additional financial information, contact:

Comptroller
City of Las Cruces
PO Box 20000
Las Cruces, NM 88004

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Basic Financial Statements

CITY OF LAS CRUCES, NEW MEXICO

City of Las Cruces

Statement of Net Position
June 30, 2022

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Total	South Central Solid Waste Authority
Assets				
Cash and investments	$ 66,443,150	$ 41,041,623	$ 107,484,773	$ 1,489,357
Receivables, net	28,420,652	12,393,788	40,814,440	756,423
Current portion of leases receivable	193,426	30,202	223,628	-
Due from other governmental units	23,215,181	857,131	24,072,312	-
Due from other funds	-	-	-	-
Due from South Central Solid Waste	674,170	-	674,170	-
Inventory	5,531,724	3,306,543	8,838,267	-
Notes receivable	-	1,118,904	1,118,904	-
Restricted cash and investments	170,529,470	16,973,928	187,503,398	5,364,934
Leases receivable	2,052,323	254,370	2,306,693	-
Capital assets:				-
Land and construction in progress	96,941,361	17,116,749	114,058,110	807,276
Right to use leased assets, net of amortization	7,430,753	582,936	8,013,689	1,418,152
Other capital assets, net of depreciation	354,141,733	299,017,877	653,159,610	20,354,873
Total capital assets	458,513,847	316,717,562	775,231,409	22,580,301
Total assets	755,573,943	392,694,051	1,148,267,994	30,191,015
Deferred outflow of resources				
Defered charges from refundings	-	391,670	391,670	-
Deferred outflows related to pensions	8,767,100	6,545,501	15,312,601	1,121,076
Deferred outflows related to OPEB	12,404,360	3,298,999	15,703,359	710,379
Total deferred outflows of resources	21,171,460	10,236,170	31,407,630	1,831,455

(continued)

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Net Position
June 30, 2022

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Total	South Central Solid Waste Authority
Liabilities				
Accounts payable and accrued liabilities	11,852,163	6,474,321	18,326,484	1,304,987
Customer deposits	-	725,936	725,936	-
Unearned revenue	30,588,145	2,594,506	33,182,651	-
Noncurrent liabilities due within one year:				
Due within one year	22,103,946	8,330,490	30,434,436	648,293
Noncurrent liabilities due in more than one year:				
Net pension liability	102,479,771	17,136,470	119,616,241	4,663,325
Net OPEB liability	39,273,205	10,004,022	49,277,227	1,833,192
Due in more than one year	146,962,157	95,538,160	242,500,317	13,012,690
Total liabilities	353,259,387	140,803,905	494,063,292	21,462,487
Deferred inflows of resources				
Deferred inflows related to pensions	33,467,453	5,658,043	39,125,496	1,529,574
Deferred inflows related to OPEB	25,197,648	6,316,429	31,514,077	1,179,414
Deferred inflows related to leases	2,245,749	284,572	2,530,321	
Total deferred inflows of resources	60,910,850	12,259,044	73,169,894	2,708,988
Net Position				
Net investment in capital assets	329,101,726	215,580,215	544,681,941	9,867,570
Restricted for:			-	
Public safety programs	3,427,038	-	3,427,038	-
Housing and community development	2,181,461	-	2,181,461	-
Debt service	11,463,709	13,374,548	24,838,257	-
Capital projects	-	2,873,444	2,873,444	-
Public works	77,843,917	-	77,843,917	5,364,934
Health-related programs	33,819,418	-	33,819,418	-
Economic development	11,721,335	-	11,721,335	-
Parks and recreation	7,216,409	-	7,216,409	-
Quality of life	857,571	-	857,571	-
Customer deposits	-	725,936	725,936	-
Unrestricted (deficit)	(115,057,418)	17,313,129	(97,744,289)	(8,949,896)
Total net position	$ 362,575,166	$ 249,867,272	$ 612,442,438	$ 6,282,608

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Activities
For the Year Ended June 30, 2022

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary government				
Governmental activities				
General government	$ 41,075,603	$ 7,693,867	$ 2,358,358	$ -
Police	27,781,278	359,023	1,803,776	-
Fire	21,729,994	-	1,648,214	-
Community development	4,564,715	1,401,972	195,269	-
Quality of life	10,147,253	95,312	-	-
Economic development	10,811,002	182,827	3,851,339	-
Public works	30,347,219	200,027	1,102,380	1,016,760
Debt Service	52,140	-	-	-
Parks and recreation	12,947,769	754,526	619,672	75,707
Interest on long-term debt	3,946,668	-	-	-
Debt issuance costs	-	-	-	-
Total governmental activities	163,403,641	10,687,554	11,579,008	1,092,467
Business-type activities				
Gas	33,911,692	31,276,897	-	-
Water	21,016,324	23,531,200	6,105	-
Wastewater	17,969,931	18,028,234	344,324	-
Solid waste	18,416,519	17,157,453	-	-
Transit/other	8,936,916	529,695	3,590,143	87,480
Total business-type activities	100,251,382	90,523,479	3,940,572	87,480
Total primary government	$ 263,655,023	$ 101,211,033	$ 15,519,580	$ 1,179,947
Component unit				
South Central Solid Waste Authority	16,717,694	16,069,514	-	-
Total component unit	$ 16,717,694	$ 16,069,514	$ -	$ -
		General revenues		
		Taxes:		
		Gross receipts		
		Property		
		Lodgers taxes		
		Other		
		Investment income		
		Other		
		Donated assets		
		Gain (loss) on disposition of capital assets		
		Transfers		
		Total general revenues and transfers		
		Change in net position		
		Net position, beginning of year, as originally stated		
		Restatement - GASB 87		
		Net position, beginning of year, as restated		
		Net position, end of year		

The accompanying notes are an integral part of the these financial statements.

City of Las Cruces

Statement of Activities
For the Year Ended June 30, 2022

Net Revenue (Expense) and Changes in Net Position			
Primary Government			Component Unit
Governmental Activities	Business-Type Activities	Total	South Central Solid Waste Authority
$ (31,023,378)	$ -	$ (31,023,378)	$ -
(25,618,479)	-	(25,618,479)	-
(20,081,780)	-	(20,081,780)	-
(2,967,474)	-	(2,967,474)	-
(10,051,941)		(10,051,941)	-
(6,776,836)	-	(6,776,836)	-
(28,028,052)	-	(28,028,052)	-
(52,140)		(52,140)	-
(11,497,864)	-	(11,497,864)	-
(3,946,668)	-	(3,946,668)	-
-	-	-	-
(140,044,612)	-	(140,044,612)	-
-	(2,634,795)	(2,634,795)	-
-	2,520,981	2,520,981	-
-	402,627	402,627	-
-	(1,259,066)	(1,259,066)	-
-	(4,729,598)	(4,729,598)	-
-	(5,699,851)	(5,699,851)	-
(140,044,612)	(5,699,851)	(145,744,463)	-
-	-	-	(648,180)
(140,044,612)	(5,699,851)	(145,744,463)	(648,180)
124,756,401	-	124,756,401	-
23,714,071	-	23,714,071	-
3,025,108	-	3,025,108	-
4,035,071	-	4,035,071	-
(8,876,241)	(380,518)	(9,256,759)	(77,885)
12,142,776	-	12,142,776	-
-	229,544	229,544	-
17,817	237,532	255,349	(4,931)
(4,229,184)	4,229,184	-	-
154,585,819	4,315,742	158,901,561	(82,816)
14,541,207	(1,384,111)	13,157,098	(730,996)
348,369,039	251,300,551	599,669,590	7,015,627
(335,080)	(49,166)	(384,246)	(2,023)
348,033,959	251,251,385	599,285,344	7,013,604
$ 362,575,166	$ 249,867,274	$ 612,442,440	$ 6,282,608

The accompanying notes are an integral part of the these financial statements.

City of Las Cruces

Balance Sheet
Governmental Funds
June 30, 2022

	General Fund	Debt Service	Telshor Facility	Special Revenue Grants	Nonmajor Governmental Funds	Total Governmental Funds
Assets						
Pooled cash and investments	$ 44,791,886	$ -	$ -	$ -	$ 8,127,859	$ 52,919,745
Restricted cash and investments	-	10,850,219	33,810,806	23,703,765	102,164,680	170,529,470
Receivables, net	796,359	14,666,263	8,612	96,174	12,853,244	28,420,652
Due from other funds	1,562,759	-	-	-	-	1,562,759
Due from other governmental units	21,501,563	-	1,111,934	601,684	-	23,215,181
Leases receivable	2,245,749	-	-	-	-	2,245,749
Inventories	1,645,743	-	-	-	3,187,745	4,833,488
Total assets	72,544,059	25,516,482	34,931,352	24,401,623	126,333,528	283,727,044
Liabilities, Deferred Inflows of Resources, and Fund Balances						
Liabilities						
Accounts and contracts payable	4,000,510	-	-	42,870	$ 3,550,795	7,594,175
Due to other funds	-	-	-	-	1,562,759	1,562,759
Accrued liabilities	3,392,283	-	-	12,013	117,410	3,521,706
Unearned revenue	30,662	563,361	1,111,934	24,346,740	4,535,448	30,588,145
Total liabilities	7,423,455	563,361	1,111,934	24,401,623	9,766,412	43,266,785
Deferred inflows of resources:						
Special assessment receipts	-	-	-	-	7,655,237	7,655,237
Deferred inflows related to leases	2,245,749	-	-	-	-	2,245,749
Unavailable revenue	596,598	14,101,972	-	-	237,195	14,935,765
Total deferred inflows of resources	2,842,347	14,101,972	-	-	7,892,432	24,836,751
Total liabilities and deferred inflows of resources	10,265,802	14,665,333	1,111,934	24,401,623	17,658,844	68,103,536

(continued)

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Balance Sheet
Governmental Funds
June 30, 2022

	General Fund	Debt Service	Telshor Facility	Special Revenue Grants	Nonmajor Governmental Funds	Total Governmental Funds
Fund balances						
Nonspendable:						
Inventories	1,645,743	-	-	-	-	1,645,743
Restricted for:			-			
General Government	-	-	-	-	-	-
Economic development	912,362	-	-	-	10,808,973	11,721,335
Public safety programs	226,106	-	-	-	3,200,932	3,427,038
Housing and community development	58,830	-	-	-	2,122,631	2,181,461
Parks and recreation	889,613	-	-	-	6,326,796	7,216,409
Public works	78,245	-	-	-	77,765,672	77,843,917
Quality of life	857,571	-	-	-	-	857,571
Debt service	-	10,851,149	-	-	612,560	11,463,709
Health related programs	-	-	33,819,418	-	-	33,819,418
Committed for:						
Health related programs	-	-	-	-	7,837,120	7,837,120
Debt service	10,463,998	-	-	-	-	10,463,998
Public safety programs	2,582,858	-	-	-	-	2,582,858
Public works	6,500,000	-	-	-	-	6,500,000
Transportation	2,511,054	-	-	-	-	2,511,054
Quality of Life	2,150,000	-	-	-	-	2,150,000
Economic development	773,000	-		-	-	773,000
Assigned to:						
Economic development	1,519,399	-	-	-	-	1,519,399
Public works	-	-	-	-	-	-
Transportation	-	-	-	-	-	-
Community development	-	-		-	-	-
Vehicle acquisition	854,875	-	-	-	-	854,875
Unassigned	30,254,603	-	-	-	-	30,254,603
Total fund balances	62,278,257	10,851,149	33,819,418	-	108,674,684	215,623,508
Total liabilities, deferred inflows of resources, and fund balances	$ 72,544,059	$ 25,516,482	$ 34,931,352	$ 24,401,623	$ 126,333,528	$ 283,727,044

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Assets
June 30, 2022

Total fund balances for governmental funds	$	215,623,508
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds (excludes $86,263 that are reported in internal service funds)		458,427,584
Other assets are not available to pay for current-period expenditures and, therefore, are reported as unearned revenue in the funds		22,591,002
Long-term liabilities applicable to the City's governmental activities are not due and payable in the current period and, accordingly, are not reported in the funds (excludes $10,500,774 that are reported in internal service funds)		(158,565,329)
The amount due from South Central Solid Waste Authority is not available to pay current-period expenditures and is, therefore, not reported in the funds		674,170
Deferred outflow of pensions (excludes $608,683 of deferred outflows from pensions of internal service funds reported below)		8,158,417
Net pension liabilities are not reported in governmental funds but are reported on the statement of net pension (excludes $1,608,476 of net pension liabilitties of internal service funds reported below)		(100,871,295)
Deferred inflows of pensions (excludes $525,834 of deferred inflows from pensions of internal service funds reported below)		(32,941,619)
Deferred outflow related to OPEB (excludes of $231,299 deferred outflows from OPEB of internal service funds reported below)		12,173,061
Net OPEB liabilities are not reported in governmental funds but are reported on the statement of net position (excludes $811,624 OPEB liabilities of internal service funds reported below)		(38,461,581)
Deferred inflows of OPEB (excludes $494,522 of deferred inflows from OPEB of internal service funds reported below)		(24,703,126)
Assets and liabilities of internal service funds are included in net position of governmental activities		470,374
Net position of governmental activities	$	362,575,166

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Revenues, Expenditures, and Changes in Fund Balance
Governmental Funds
For the Year Ended June 30, 2022

	General Fund	Debt Service	Telshor Facility	Special Revenue Grants	Nonmajor Governmental Funds	Total Governmental Funds
Revenues						
Taxes						
Gross receipts	$ 122,059,903	$ -	$ -	$ -	$ 3,076,730	$ 125,136,633
Property	13,330,826	5,214,033	-	-	5,169,212	23,714,071
Lodgers	-	-	-	-	3,025,108	3,025,108
State-shared	643,066	-	-	-	3,392,005	4,035,071
Charges for services	1,239,652	-	-	-	128,960	1,368,612
Fees and fines	234,400	-	-	-	1,446,410	1,680,810
Investment income (loss)	(704,725)	(168,048)	(7,190,543)	-	(812,925)	(8,876,241)
Franchise fees	4,281,498	-	-	-		4,281,498
Licenses and permits	3,356,634	-	-	-		3,356,634
Intergovernmental						
Federal	-	-	-	2,584,404	2,723,152	5,307,556
State	-	-	-	2,970,319	4,393,600	7,363,919
Local	15,568	-	-	60,774	-	76,342
Other	7,430,412	1,260,577	89,941	7,089	3,423,415	12,211,434
Total revenues	151,887,234	6,306,562	(7,100,602)	5,622,586	25,965,667	182,681,447
Expenditures						
Current						
General government	26,428,977	-	-	958,500	1,987,855	29,375,332
Police	25,553,304	-	-	292,959	203,045	26,049,308
Fire	18,247,544	-	-	544,639	1,116,431	19,908,614
Community Development	4,216,866	-	-	261,543	55,116	4,533,525
Quality of Life	7,061,968	-	-	416,744	1,377,593	8,856,305
Economic Development	3,115,046	-	-	2,402,305	4,127,430	9,644,781
Public Works	12,570,016	-	-	-	3,295,669	15,865,685
Parks and recreation	12,636,023	-	-	288,029	4,794	12,928,846
Debt Service	-	52,140	-	-		52,140
Capital outlay	5,270,326	-	-	457,867	47,345,541	53,073,734
Debt service				-		
Principal	-	17,040,191	-	-	-	17,040,191
Interest and other charges	-	4,964,232	-	-	-	4,964,232
Debt issuance cost	-	-	-	-	-	-
Total expenditures	115,100,070	22,056,563	-	5,622,586	59,513,474	202,292,693
Revenues over (under) expenditures	36,787,164	(15,750,001)	(7,100,602)	-	(33,547,807)	(19,611,246)
Other financing sources (uses)						
Issuance of debt	-	-	-	-	-	-
Premium on issuance of debt	-	-	-	-	-	-
Proceeds of refunding bonds	-	-	-	-	-	-
Payment to refunded bond escrow ager	-	-	-	-	-	-
Sale of capital assets	-	-	-	-	17,817	17,817
Transfers in	5,287,856	14,326,406	-	-	20,037,857	39,652,119
Transfers out	(31,178,295)	-	(7,027,606)	-	(10,865,402)	(49,071,303)
Total other financing sources (uses)	(25,890,439)	14,326,406	(7,027,606)	-	9,190,272	(9,401,367)
Net change in fund balances	10,896,725	(1,423,595)	(14,128,208)	-	(24,357,535)	(29,012,613)
Fund balances, beginning of year	51,381,532	12,274,744	47,947,626	-	133,032,219	244,636,121
Fund balances, end of year	$ 62,278,257	$ 10,851,149	$ 33,819,418	$ -	$ 108,674,684	$ 215,623,508

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance of Governmental Funds to the Statement of Activities
For the Year Ended June 30, 2022

Net change in fund balances—governmental funds	$	(29,012,613)
Total revenues and other financing sources in the governmental funds differ from total revenues for governmental activities in the statement of activities. The difference results primarily from the long-term economic focus of the statement of activities versus the current financial sources focus of the governmental funds. The main components of the difference are describe below:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of certain capital outlays is allocated over the estimated useful lives of the assets acquired and reported as depreciation expense. As a result, fund balance decreased by the amount of financial resources expended, whereas net position decreased by the amount of depreciation expense charged for the year:		
Capital outlay		53,468,616
Depreciation		(23,569,385)
Other capital asset adjustments		(294,916)
Proceeds from the issuance of long-term obligations provide current financial resources to governmental funds and increase long-term liabilities in the statement of net position. Repayment of debt principal is an expenditure in the governmental funds, but the current year principal repayment reduces long-term liabilities in the statement of net position.		
Repayments of bonds and notes payable		17,040,191
Repayment of Leases		543,731
Increase on claims and judgements		(6,875,290)
Additions to and amortization of premium/discount of bond and notes payable		1,017,564
The change in the liability for compensated absences affects expenses reported in the statement of activities but does not require the use of current financial resources and, therefore, is not reported as expenditures in governmental funds.		1,282,566
Revenues in the statement of activities that do not meet the "availability" criteria for revenue recognition and, therefore, are not reported as revenues in the funds.		(380,232)
Change in PERA liability affects expenses reported in the statement of activities but does not require the use of current financial resources and, therefore, is not reported as expenditures in governmental funds.		(319,647)
Change in OPEB liability affects expenses reported in the statement of activities but does not require the use of current financial resources and, therefore, is not reported as expenditures in governmental funds.		5,276,924
Principal payments by South Central Solid Waste to the City's debt service fund are reported as revenue in the debt service fund but reduce assets on the statement of net position.		(150,000)
Internal service funds are used by management to charge the costs of certain activities such as insurance and telecommunications to individual funds. The change in net position of internal service funds is reported within governmental activities.		(3,486,302)
Change in net position of governmental activities	$	14,541,207

The accompanyng notes are an integral part of these financial statements.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
General Fund
For the Year Ended June 30, 2022
(With Comparative Actual Amounts for the Year Ended June 30, 2021)

	2022				2021
	Budgeted Amounts			Variance with Final Budget - Positive	
	Original	Final	Actual	(Negative)	Actual
Revenues					
Local taxes					
Gross receipts	96,522,450	102,967,998	122,059,903	19,091,905	97,593,897
Property	13,171,210	13,171,210	13,330,826	159,616	13,233,032
Total local taxes	109,693,660	116,139,208	135,390,729	19,251,521	110,826,929
State-shared taxes	646,684	646,684	643,066	(3,618)	541,319
Charges for services	1,582,236	1,786,076	1,239,652	(546,424)	766,399
Fees and fines	577,000	578,250	234,400	(343,850)	216,230
Investment income	234,500	175,875	(704,725)	(880,600)	35,135
Franchise fees	3,971,546	3,971,546	4,281,498	309,952	4,292,458
Licenses and permits	1,865,599	1,865,599	3,356,634	1,491,035	2,529,467
Operating grants and contributions	-	15,569	15,568	(1)	14,901
Other	5,914,397	9,143,193	7,430,412	(1,712,781)	3,732,914
	14,791,962	18,182,792	16,496,505	(1,686,287)	12,128,823
Total revenues	124,485,622	134,322,000	151,887,234	17,565,234	122,955,752
Expenditures					
Current					
General government	25,663,296	25,295,294	26,428,977	(1,133,683)	18,588,324
Police	28,291,370	28,052,479	25,553,304	2,499,175	22,712,126
Fire	18,907,625	18,031,093	18,247,544	(216,451)	15,793,885
Community development	5,741,890	5,290,597	4,216,866	1,073,731	3,960,914
Quality of Life	7,802,589	7,759,241	7,061,968	697,273	6,243,602
Economic development	4,944,054	4,369,554	3,115,046	1,254,508	2,534,112
Public works	13,983,975	14,091,531	12,570,016	1,521,515	8,228,681
Parks and Recreation	12,499,274	12,672,756	12,636,023	36,733	8,784,074
Capital outlay	17,787,751	11,378,613	5,270,326	6,108,287	4,297,927
Total expenditures	135,621,824	126,941,158	115,100,070	11,841,088	91,143,645
Revenues over expenditures	(11,136,202)	7,380,842	36,787,164	29,406,322	31,812,107
Other Financing Sources (Uses)					
Issuance of debt	-	-	-	-	-
Sale of Capital assets	-	-	-	-	-
Transfers in	2,801,400	5,287,856	5,287,856	-	3,304,119
Transfers out	(30,418,035)	(33,200,405)	(31,178,295)	2,022,110	(27,626,489)
Total other financing sources (uses)	(27,616,635)	(27,912,549)	(25,890,439)	2,022,110	(24,322,370)
Net change in fund balance	(38,752,837)	(20,531,707)	10,896,725	31,428,432	7,489,737
Fund balance, beginning of year	51,381,532	51,381,532	51,381,532	12,695,417	43,891,795
Fund balance, end of year	$ 12,628,695	$ 30,849,825	$ 62,278,257	$ 44,123,849	$ 51,381,532

The accompanying notes are an integral part of these financial statements.

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Debt Service Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Taxes	$ 5,069,497	$ 5,069,497	$ 5,214,033	$ 144,536
Investment income (loss)	2,243	1,682	(168,048)	(169,730)
Other	181,038	181,038	1,260,577	1,079,539
Total revenues	5,252,778	5,252,217	6,306,562	1,054,345
Expenditures				
Current				
Debt Service	51,000	51,000	52,140	(1,140)
Captial Outlay				
Debt Service				
Principal	16,978,389	17,040,191	17,040,191	-
Interest and other charges	4,963,021	4,964,233	4,964,232	1
Debt issuance cost	-	-		-
Total expenditures	21,992,410	22,055,424	22,056,563	(1,139)
Revenues over (under) expenditures	(16,739,632)	(16,803,207)	(15,750,001)	1,053,206
Other Financing Sources (Uses)				
Transfers in	14,304,757	14,326,407	14,326,406	1
Total other financing sources (uses)	14,304,757	14,326,407	14,326,406	1
Net change in fund balances	(2,434,875)	(2,476,800)	(1,423,595)	(1,053,205)
Fund balances, beginning of year	11,352,635	11,352,635	12,274,744	-
Fund balances, end of year	$ 8,917,760	$ 8,875,835	$ 10,851,149	$ (1,053,205)

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Telshor Facility
For the Year Ended June 30, 2022
(With Comparative Actual Amounts for the Year Ended June 30, 2021)

	2022				2021
	Budgeted Amounts			Variance with Final Budget - Positive	
	Original	Final	Actual	(Negative)	Actual
Revenues					
Investment income (expense)	$ -	$ 36,152	$ (7,190,543)	$ (7,226,695)	$ 11,203,225
Other	-	50,871	89,941	39,070	44,970
Total revenues	-	87,023	(7,100,602)	(7,187,625)	11,248,195
Other Financing Sources (Uses)					
Transfers out	(2,833,122)	(4,786,310)	(7,027,606)	(2,241,296)	(4,786,310)
Total other financing sources (us	(2,833,122)	(4,786,310)	(7,027,606)	(2,241,296)	(4,786,310)
Net change in fund balance	(2,833,122)	(4,699,287)	(14,128,208)	(9,428,921)	6,461,885
Fund balance, beginning of year	41,485,741	41,485,741	47,974,626	6,488,885	41,485,741
Fund balance, end of year	$ 44,547,008	$ 36,786,454	$ 33,846,418	$ (2,940,036)	$ 47,947,626

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Special Revenue Grants Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Intergovernmental:				
Federal	1,130,797	8,299,436	2,584,404	$ (5,715,032)
State	1,995,659	5,786,595	2,970,319	$ (2,816,276)
Local	4,635	94,868	60,774	$ (34,094)
Other	5,625	7,348	57,725	$ 50,377
Investment income (loss)	-	-	(50,636)	$ (50,636)
Total revenues	3,136,716	14,188,247	5,622,586	(8,565,661)
Expenditures				
Current				
General Government	-	1,680,448	958,500	721,948
Police	320,963	583,110	292,959	290,151
Fire	758,944	1,274,085	544,639	729,446
Community Development	100,896	438,485	261,543	176,942
Quality of Life	269,962	700,765	416,744	284,021
Economic Development	1,667,471	8,312,675	2,402,305	5,910,370
Parks and Rec	-	425,927	288,029	137,898
Capital outlay	548	772,752	457,867	314,885
Total expenditures	3,118,784	14,188,247	5,622,586	8,565,661
Revenues over (under) expenditures	17,932	-	-	-
Net change in fund balance	17,932	-	-	-
Fund balances- beginning of year	-	-	-	
Fund balance- end of year	$ 17,932	$ -	$ -	$ -

See independent auditors' report.

City of Las Cruces

Statement of Net Position
Proprietary Funds
June 30, 2022

	Enterprise Funds			
	Gas	Water	Waste Water	Solid Waste
Assets				
Current assets				
Pooled cash and investments	$ 10,564,600	$ 8,931,356	$ 10,116,765	$ 10,304,910
Receivable, net	3,801,937	3,743,386	2,085,814	2,399,868
Current portion of leases receivable	-	-	-	-
Due from other governments	-	-	-	-
Inventories	1,136,456	828,278	537,291	804,518
Total current assets	15,502,992	13,503,020	12,739,871	13,509,296
Non-current assets				
Restricted cash and investments	417,873	10,229,565	5,744,869	581,621
Notes receivable	-	425,052	693,851	-
Advance to other funds	-	-	1,501,331	2,750,000
Other	-	-	-	-
Leases receivable	-	-	-	-
Capital assets:				
Land, water rights and constuction in progress	276,348	14,122,918	411,250	276,761
Right to use leased assets, net of amortization	11,123	534,929	25,761	11,123
Other capital assets, net of depreciation	42,088,345	123,011,506	104,737,936	4,648,753
Total capital assets	42,375,816	137,669,353	105,174,947	4,936,637
Total non-current assets	42,793,689	148,323,970	113,114,998	8,268,258
Total assets	58,296,681	161,826,990	125,854,869	21,777,554
Deferred outflows of resources				
Deferred charges from refundings	-	138,069	253,601	-
Deferred outflows related to pensions	1,415,810	1,196,029	1,119,653	1,384,745
Deferred outflows related to OPEB	782,409	704,579	644,551	617,759
Total deferred outflows of resources	2,198,219	2,038,678	2,017,805	2,002,504

(Continued)

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Net Position
Proprietary Funds
June 30, 2022

	Enterprise Funds		
	Nonmajor Enterprise Funds	Totals	Internal Service Funds
Assets			
Current assets			
Pooled cash and investments	$ 1,123,992	$ 41,041,623	$ 13,523,405
Receivable, net	362,783	12,393,788	-
Current portion of leases receivable	30,202	30,202	-
Due from other governments	857,131	857,131	-
Inventories	-	3,306,543	698,236
Total current assets	2,374,108	57,629,287	14,221,641
Non-current assets			
Restricted cash and investments	-	16,973,928	-
Notes receivable	-	1,118,904	-
Advance to other funds	-	4,251,331	-
Other	-	-	-
Leases receivable	254,370	254,370	-
Capital assets:			-
Land, water rights and constuction in progress	2,029,472	17,116,749	-
Right to use leased assets, net of amortization	-	582,936	-
Other capital assets, net of depreciation	24,531,337	299,017,877	86,263
Total capital assets	26,560,809	316,717,562	86,263
Total non-current assets	26,815,179	339,316,095	86,263
Total assets	29,189,287	396,945,382	14,307,904
Deferred outflows of resources			
Deferred charges from refundings	-	391,670	-
Deferred outflows related to pensions	1,429,264	6,545,501	608,683
Deferred outflows related to OPEB	549,701	3,298,999	231,299
Total deferred outflows of resources	$ 1,978,965	$ 10,236,170	$ 839,982

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Net Position
Proprietary Funds
June 30, 2022

	Enterprise Funds			
	Gas	Water	Waste Water	Solid Waste
Liabilities				
Current liabilities				
Accounts payable	1,773,228	505,791	2,026,999	61,855
Due to other funds	-	-	-	-
Accrued liabilities	375,702	470,289	333,459	237,321
Unearned revenue	2,594,506	-	-	-
Current portion of non-current liabilities	486,003	4,839,565	2,786,118	89,737
Current leases payable	3,569	34,343	19,240	3,569
Total current liabilities	5,233,008	5,849,988	5,165,816	392,483
Non-current liabilities				
Customer deposits	310,182	146,211	113,940	155,603
Revenue bonds payable	8,185,688	53,749,741	27,293,520	-
Notes payable	-	1,945,000	1,945,000	-
Leases payable	2,696	564,569	2,696	2,696
Compensated absences	289,053	253,747	227,163	214,946
Estimated liability for insurance claims	-	-	-	-
Accrued landfill closure cost	-	-	-	648,000
Advance from other funds	2,750,000	1,501,331	-	-
Net pension liability	4,246,707	3,326,569	3,319,019	3,076,108
Net OPEB liability	2,522,310	2,160,451	1,961,161	1,840,693
Total non-current liabilities	18,306,636	63,647,619	34,862,499	5,938,045
Total liabilities	23,539,644	69,497,607	40,028,315	6,330,528
Deferred inflow of resources				
Deferred inflows related to pensions	1,400,463	1,102,578	1,095,459	1,016,637
Deferred inflows related to OPEB	1,533,838	1,342,559	1,260,535	1,172,321
Deferred inflows related to leases	-	-	-	-
Total deferred inflows of resources	2,934,301	2,445,137	2,355,994	2,188,958
Net position				
Net investment in capital assets	33,650,442	77,277,478	73,154,850	4,936,636
Restricted for customer deposits	310,182	146,211	113,940	155,603
Restricted for capital projects	-	-	2,873,444	-
Restricted for debt service	107,691	10,083,354	2,757,485	426,018
Unrestricted (deficit)	(47,359)	4,415,881	6,588,646	9,742,315
Total net position	34,020,956	91,922,924	85,488,365	15,260,572

(Continued)

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Net Position
Proprietary Funds
June 30, 2022

	Enterprise Funds		
	Nonmajor Enterprise Funds	Totals	Internal Service Funds
Liabilities			
Current liabilities			
Accounts payable	$ 502,031	$ 4,869,904	$ 678,605
Due to other funds	-	-	-
Accrued liabilities	187,646	1,604,417	57,677
Unearned revenue	-	2,594,506	-
Current portion of non-current liabilities	56,398	8,257,821	2,772,482
Current leases payable	-	60,721	-
Total current liabilities	746,075	17,387,369	3,508,764
Non-current liabilities			
Customer deposits	-	725,936	-
Revenue bonds payable	-	89,228,949	-
Notes payable	-	3,890,000	-
Leases payable	-	572,657	-
Compensated absences	225,593	1,210,502	95,266
Estimated liability for insurance claims	-	-	7,633,026
Accrued landfill closure cost	-	648,000	-
Advance from other funds	-	4,251,331	-
Net pension liability	3,168,067	17,136,470	1,608,476
Net OPEB liability	1,519,407	10,004,022	811,624
Total non-current liabilities	4,913,067	127,667,867	10,148,392
Total liabilities	5,659,142	145,055,236	13,657,156
Deferred inflow of resources			
Deferred inflows related to pensions	1,042,906	5,658,043	525,834
Deferred inflows related to OPEB	1,007,176	6,316,429	494,522
Deferred inflows related to leases	284,572	284,572	-
Total deferred inflows of resources	2,334,654	12,259,044	1,020,356
Net position			
Net investment in capital assets	26,560,809	215,580,215	86,263
Restricted for customer deposits	-	725,936	-
Restricted for capital projects	-	2,873,444	-
Restricted for debt service	-	13,374,548	-
Unrestricted (deficit)	(3,386,353)	17,313,130	384,111
Total net position	23,174,456	249,867,273	470,374

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the Year Ended June 30, 2022

	Enterprise Funds			
	Gas	Water	Waste Water	Solid Waste
Operating revenues				
Sales/charges	$ 30,696,305	$ 23,332,614	$ 18,014,011	$ 17,219,935
Provision for uncollectible accounts	(188,201)	(76,632)	(68,911)	(78,513)
Net sales/charges	30,508,104	23,255,982	17,945,100	17,141,422
Utility extension/service fee	$ 721,358	$ 168,549	$ 42,030	$ -
Rentals	-	300	-	-
Other	47,435	106,369	41,104	16,031
Total operating revenues	31,276,897	23,531,200	18,028,234	17,157,453
Cost of gas, water, and services respectively	(18,781,137)	(128,960)	-	-
Gross Margin	12,495,760	23,402,240	18,028,234	17,157,453
Operating expenses				
Personnel services	3,737,040	3,263,662	3,028,206	2,592,663
Supplies	689,205	609,849	1,337,903	2,221,218
Utilities	48,988	2,010,025	968,695	34,152
Professional services	865,545	1,831,353	1,242,736	7,024,397
Motor pool charges	-	-	-	-
Motor fuel	-	-	-	-
Repairs and maintenance	1,240,019	1,628,366	1,135,984	1,652,587
Rent	1,036	179,783	7,795	3,029
Depreciation and amortization	2,957,507	4,684,555	4,879,636	1,260,673
Payment in lieu of taxes	727,217	713,521	592,509	375,654
Administrative charges from other funds	4,102,729	3,830,911	3,577,279	3,390,011
Customer service	-	-	-	-
Closure/post-closure costs	-	-	-	(327,125)
Claims and judgments (benefits)	-	-	-	-
Insurance	150,481	88,786	105,091	160,409
Pension expense	488,257	382,466	381,598	353,670
Other post employement benefit expense (benefit)	(268,879)	(230,304)	(209,060)	(196,218)
Other	97,731	21,899	5,197	(135,568)
Total operating expenses	14,836,875	19,014,872	17,053,569	18,409,551
Operating income (loss)	(2,341,115)	4,387,367	974,665	(1,252,098)

(Continued)

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the Year Ended June 30, 2022

	Enterprise Funds		
	Nonmajor Enterprise Funds	Totals	Internal Service Funds
Operating revenues			
Sales/charges	$ 388,356	$ 89,651,221	$ 6,632,935
Provision for uncollectible accounts	-	(412,257)	-
Net sales/charges	388,356	89,238,964	6,632,935
Utility extension/service fee	-	931,937	-
Rentals	141,339	141,639	280,890
Other	-	210,939	6,437,384
Total operating revenues	529,695	90,523,479	13,351,209
Cost of gas, water, and services respectively	-	(18,910,097)	(3,932,153)
Gross Margin	529,695	71,613,382	9,419,056
Operating expenses			
Personnel services	4,544,902	17,166,473	2,723,012
Supplies	155,591	5,013,766	161,474
Utilities	100,472	3,162,332	31,801
Professional services	811,380	11,775,411	1,900,836
Motor pool charges	606,100	606,100	36,332
Motor fuel	664,166	664,166	-
Repairs and maintenance	172,613	5,829,569	73,754
Rent	-	191,643	9,033
Depreciation and amortization	1,600,707	15,383,078	49,613
Payment in lieu of taxes	-	2,408,901	-
Administrative charges from other funds	-	14,900,930	-
Customer service	-	-	-
Closure/post-closure costs	-	(327,125)	-
Claims and judgments (benefits)	-	-	9,765,084
Insurance	-	504,767	3,118,287
Pension expense	364,242	1,970,233	58,999
Other post employement benefit expense (benefit)	(161,969)	(1,066,430)	(86,448)
Other	78,712	67,971	61,855
Total operating expenses	8,936,916	78,251,784	17,903,632
Operating income (loss)	(8,407,222)	(6,638,402)	(8,484,576)

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the Year Ended June 30, 2022

	Enterprise Funds			
	Gas	Water	Waste Water	Solid Waste
Non-operating revenues (expenses)				
Gain (loss) on sale of capital assets	$ 37,137	$ (13,819)	$ 55,112	$ 145,706
Investment income (loss)	(93,292)	(139,369)	(6,089)	(135,223)
Grants - federal	-	6,105	-	-
Grants - state	-	-	344,324	-
Interest expense	(293,680)	(1,872,492)	(916,362)	(6,968)
Total non-operating revenues (expenses)	(349,835)	(2,019,575)	(523,015)	3,515
Income (loss) before capital contributions and transf	(2,690,950)	2,367,792	451,650	(1,248,583)
Capital contributions	64,636	7,934	156,974	-
Transfers				
Transfers in	-	-	1,499,111	500,000
Transfers (out)	-	-	-	-
Change in net position	(2,626,313)	2,375,726	2,107,734	(748,583)
Net position, beginning of year, as originally stated	36,642,392	89,610,002	83,376,747	16,004,278
Restatement - GASB 87	4,877	(62,804)	3,884	4,877
Net position, beginning of year, as restated	36,647,269	89,547,198	83,380,631	16,009,155
Net position, end of year	$ 34,020,956	$ 91,922,924	$ 85,488,365	$ 15,260,572

(Continued)

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the Year Ended June 30, 2022

	Enterprise Funds		Internal Service Funds
	Nonmajor Enterprise Funds	Totals	
Non-operating revenues (expenses)			
Gain (loss) on sale of capital assets	$ 13,396	$ 237,532	$ (1,493)
Investment income (loss)	(6,545)	(380,518)	(190,233)
Grants - federal	2,658,342	2,664,447	-
Grants - state	1,019,281	1,363,605	-
Interest expense	-	(3,089,502)	-
Total non-operating revenues (expenses)	3,684,473	795,564	(191,726)
Income (loss) before capital contributions and transf	(4,722,749)	(5,842,838)	(8,676,302)
Capital contributions	-	229,544	-
Transfers			
Transfers in	2,700,038	4,699,149	5,190,000
Transfers (out)	(469,965)	(469,965)	-
Change in net position	(2,492,675)	(1,384,111)	(3,486,302)
Net position, beginning of year	25,667,132	251,300,551	3,956,676
Restatement - GASB 87 - Note 23	-	(49,166)	-
Net position, beginning of year, as restated	25,667,132	251,251,385	3,956,676
Net position, end of year	$ 23,174,457	$ 249,867,274	$ 470,374

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2022

	Enterprise Funds			
	Gas	Water	Waste Water	Solid Waste
Cash flows from operating activities				
Cash received from customers	$ 36,929,269	$ 24,011,525	$ 18,365,570	$ 17,427,210
Cash paid to suppliers	(30,540,808)	(11,557,193)	(7,960,679)	(14,800,736)
Cash paid to employees	(3,728,013)	(3,073,193)	(2,920,305)	(3,020,556)
Claims paid	-	-	-	-
Other receipts	47,435	106,369	41,104	16,031
Net cash provided (used) by operating activities	2,707,883	9,487,509	7,525,690	(378,051)
Cash flows from non-capital financing activities				
Grants and contributions	-	-	-	-
Transfers in	-	-	1,499,111	500,000
Transfers out	-	-	-	-
Loans for development impact fees	-	(107,723)	(305,249)	-
Advance to/from other funds	-	(139,333)	139,333	-
Net cash provided (used) by non-capital financing	-	(247,056)	1,333,195	500,000
Cash flows from capital and related financing activities				
Purchase/transfer of capital assets	(2,809,858)	(2,621,479)	(8,965,086)	(1,204,079)
Cash proceeds from sale of capital assets	37,137	(13,819)	55,112	145,706
Acquisition of other assets	-	-	-	-
Grants	-	6,105	344,324	-
Capital contributions	64,636	7,934	156,974	-
Proceeds from revenue bonds and notes payable	-	-	-	-
Principal paid revenue bonds/lease purchase/advances advances	(413,722)	(4,774,950)	(2,729,268)	-
Interest paid revenue bonds/lease purchase/advances advances	(293,680)	(1,872,492)	(916,362)	(6,968)
Net cash provided (used) by capital and related financing activities	(3,415,485)	(9,268,701)	(12,054,306)	(1,065,340)
Cash flows from investing activities				
Cash interest received	(93,292)	(139,369)	(6,089)	(135,223)
Net cash provided (used) by investing activities	(93,292)	(139,369)	(6,089)	(135,223)
Net increase (decrease) in pooled cash and investments	(800,893)	(167,617)	(3,201,510)	(1,078,613)
Cash and investments, beginning of year	11,783,367	19,328,538	19,063,144	11,965,144
Cash and investments, end of year	$ 10,982,473	$ 19,160,921	$ 15,861,634	$ 10,886,531
Cash and investments at June 30 consisted of:				
Current assets				
Cash and investments	$ 10,564,600	$ 8,931,356	$ 10,116,765	$ 10,304,910
Non-current assets				
Restricted cash and investments	417,873	10,229,565	5,744,869	581,621
Total cash and investments, June 30	$ 10,982,473	$ 19,160,921	$ 15,861,634	$ 10,886,531

(Continued)

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2022

	Enterprise Funds		
	Nonmajor Enterprise Funds	Totals	Internal Service Funds
Cash flows from operating activities			
Cash received from customers	$ 213,996	$ 96,947,570	$ 13,803,723
Cash paid to suppliers	(11,586,692)	(76,446,108)	(9,914,183)
Cash paid to employees	4,635,025	(8,107,042)	(2,716,802)
Claims paid	-	-	(8,123,858)
Other receipts	-	210,939	-
Net cash provided (used) by operating activities	(6,737,672)	12,605,359	(6,951,120)
Cash flows from non-capital financing activities			
Grants and contributions	4,202,917	4,202,918	-
Transfers in	2,700,038	4,699,149	5,190,000
Transfers out	(469,965)	(469,965)	-
Loans for development impact fees	-	(412,972)	-
Advance to/from other funds	-	-	-
Net cash provided (used) by non-capital financing	6,432,990	8,019,130	5,190,000
Cash flows from capital and related financing activities			
Purchase/transfer of capital assets	(987,581)	(16,588,083)	(170,826)
Cash proceeds from sale of capital assets	-	224,136	(18,629)
Acquisition of other assets	-	-	-
Grants	-	350,429	-
Capital contributions	-	229,544	-
Proceeds from revenue bonds and notes payable	-	-	-
Principal paid revenue bonds/lease purchase/ advances	-	(7,917,940)	-
Interest paid revenue bonds/lease purchase/ advances	-	(3,089,502)	-
Net cash provided (used) by capital and related financing activities	(987,581)	(26,791,416)	(189,455)
Cash flows from investing activities			
Cash interest received	6,851	(367,122)	(1,493)
Net cash provided (used) by investing activities	6,851	(367,122)	(1,493)
Net increase (decrease) in pooled cash and investments	(1,285,411)	(6,534,049)	(1,952,068)
Cash and investments, beginning of year	2,409,403	64,549,596	15,475,473
Cash and investments, end of year	$ 1,123,992	$ 58,015,547	$ 13,523,405
Cash and investments at June 30 consisted of:			
Current assets			
Cash and investments	$ 1,123,992	$ 41,041,623	$ 13,523,405
Non-current assets			-
Restricted cash and investments	-	16,973,928	-
Total cash and investments, June 30	$ 1,123,992	$ 58,015,551	$ 13,523,405

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2022

	Enterprise Funds			
	Gas	Water	Waste Water	Solid Waste
Reconciliation of operating income to net cash provided (used) by operating activities				
Operating income (loss)	$ (2,341,115)	$ 4,387,367	$ 974,665	$ (1,252,098)
Adjustments to reconcile operating income to net cash provided by operating activities:				
Depreciation and amortization	2,957,507	4,684,555	4,879,636	1,260,673
Noncash pension expense	488,257	382,466	381,598	353,670
Noncash OPEB expense (benefit)	(268,879)	(230,304)	(209,060)	(196,218)
Provision for uncollectible accounts	188,201	(76,632)	(68,911)	(78,513)
Decrease in liability for landfill closure costs	-	-	-	(36,000)
Noncash interest expense	-	-	-	-
Change in assets and liabilities:				
Accounts receivable	4,863,370	529,380	320,287	218,946
Inventories	(193,840)	126,043	46,500	(45,094)
Due to/from other funds	-	-	-	-
Due from other governmental agencies	-	9,756	-	-
Accounts payable	(3,423,503)	(344,112)	1,276,370	(6,399)
Estimated liability for insurance claims	-	-	-	-
Wages payable and accrued liabilities	116,851	275,707	153,154	(357,548)
Compensated absences	82,470	59,646	82,571	69,367
Deferred gain of revenue	727,266	-	-	-
Deferred revenue	-	-	-	-
Net pension liability, net of noncash expense	(2,941,309)	(2,304,012)	(2,298,783)	(2,130,540)
OPEB liability, net of noncash expense	(397,975)	(340,880)	(309,436)	(290,428)
Deferred outflows - NPL and OPEB	1,394,522	1,131,742	1,108,855	1,010,851
Deferred inflows - NPL and OPEB	1,535,090	1,216,104	1,199,002	1,112,952
Deferred inflows - related to leases	-	-	-	-
Customer deposits	(79,030)	(19,318)	(10,759)	(11,671)
Total adjustments	5,048,999	5,100,141	6,551,024	874,048
Net cash provided (used) by operating activities	$ 2,707,883	$ 9,487,509	$ 7,525,690	$ (378,051)
Non-cash investing/financing activities				
Advances to (from) other funds	$ -	$ -	$ -	$ -
Capital contributions of capital assets	64,636	7,934	156,974	-
Right to use lease assets	2,731	651,907	18,342	2,731
Lease liability	(6,246)	(597,733)	(21,877)	(6,264)
Restatement of net position due to GASB 87	(3,515)	54,175	(3,535)	(3,515)
Total non-cash investing/financing activities	$ 57,606	$ 116,284	$ 149,904	$ (7,048)

(Continued)

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2022

	Enterprise Funds		
	Nonmajor Enterprise Funds	Totals	Internal Service Funds
Reconciliation of operating income to net cash provided (used) by operating activities			
Operating income (loss)	$ (8,418,798)	$ (6,649,979)	$ (8,484,576)
Adjustments to reconcile operating income to net cash provided by operating activities:			
Depreciation and amortization	1,600,707	15,383,078	49,613
Noncash pension expense	364,242	1,970,233	58,999
Noncash OPEB expense (benefit)	(161,969)	(1,066,430)	(86,448)
Provision for uncollectible accounts	-	(35,855)	-
Decrease in liability for landfill closure costs	-	(36,000)	-
Noncash interest expense	-	-	-
Change in assets and liabilities:			
Accounts receivable	(315,699)	5,616,285	452,514
Inventories	-	(66,391)	(129,997)
Due to/from other funds	-	-	-
Due from other governmental agencies	-	9,756	-
Accounts payable	294,419	(2,203,225)	(486,110)
Estimated liability for insurance claims	-	-	1,641,226
Wages payable and accrued liabilities	77,590	265,754	21,435
Compensated absences	104,794	398,848	37,131
Deferred gain of revenue	-	727,266	-
Deferred revenue	-	-	-
Net pension liability, net of noncash expense	(2,194,233)	(11,868,877)	(273,578)
OPEB liability, net of noncash expense	(239,735)	(1,578,454)	(842,666)
Deferred outflows - NPL and OPEB	1,020,974	5,666,944	520,512
Deferred inflows - NPL and OPEB	1,118,460	6,181,608	570,825
Deferred inflows - related to leases	11,575	11,575	-
Customer deposits	-	(120,778)	-
Total adjustments	1,681,126	19,255,338	1,533,456
		-	
Net cash provided (used) by operating activities	$ (6,737,672)	$ 12,605,359	$ (6,951,120)
Non-cash investing/financing activities			
Advances to (from) other funds	$ -	$ -	$ -
Capital contributions of capital assets	-	229,544	-
Right to use lease assets	11,575	687,286	-
Lease liability	-	(632,120)	-
Restatement of net position due to GASB 87	-	43,610	-
Total non-cash investing/financing activities	$ 11,575	$ 328,320	$ -

The accompanying notes are an integral part of these financial statements.

City of Las Cruces

Statement of Fiduciary Net Position
Fiduciary Funds
June 30, 2022

	Custodial Funds
Assets	
Pooled cash and investments	$ 6,109,084
Accounts receivable	5,200
Receivable from other government agencies	568,204
Capital assets, net	1,266,418
Total assets	7,948,906
Deferred Outflows of Resources	
Deferred outflows of resources-pension	880,891
Deferred outflows of resources-OPEB	779,732
Total deferred outflows of resources	1,660,623
Total assets and deferred outflows of resources	9,609,529
Liabilities	
Accounts and contracts payable	175,010
Accrued wages payable	427,552
Net pension liability	2,950,711
Net OPEB liability	1,866,845
Revenue collected in advance	285,058
Total liabilities	5,705,176
Deferred Inflows of Resources	
Deferred inflows of resources-pension	1,205,482
Deferred inflows of resources-OPEB	1,309,647
Total deferred inflows of resources	2,515,129
Net Position	
Restricted for	
Individuals, organizations, other governments	1,389,224
Total net position	1,389,224
Total liabilities, deferred inflows of resources, and net position	$ 9,609,529

City of Las Cruces

Statement of Changes in Fiduciary Net Position

Fiduciary Funds

For the Year Ended June 30, 2022

		Custodial Funds
Additions		
Fees and fines	$	437,854
Investment income (loss)		(96,110)
Federal		1,321,663
State		27,817
Local		169,096
Sale of capital assets		4,302
Transfers in		238,604
Other		8,653,958
Total additions		10,757,184
Deductions		
General government		9,466,573
Police		5,000
Quality of Life		271,452
Parks and Rec		6,541
Total deductions		9,749,566
Change in net position		1,007,618
Net position- beginning of year, as originally reported		369,247
Restatement for GASB 68		12,360
Net position- beginning of year, as restated		381,607
Total net position (deficit)	$	1,389,225

City of Las Cruces

Notes to Financial Statements
June 30, 2022

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - DESCRIPTION AND REPORTING ENTITY

The City of Las Cruces (the "City") is a municipal corporation established under the laws of the State of New Mexico and operates under a Home Rule Charter. The City was incorporated in 1946 and operates under a Council/Manager form of government consisting of a Mayor and six Council members. The Mayor is elected at large for a four-year term. Council members are elected from six single member districts to four-year terms. Elections are held bi-annually. The City Manager, appointed by the City Council, is responsible for the management of all City employees and the administration of all City affairs.

The accompanying financial statements present the activities of the City of Las Cruces and its two component units to emphasize they are legally separate organizations for which the City is financially accountable.

Discretely Presented Component Unit

The aggregate governmental discretely presented component unit is reported in a separate column in the government-wide financial statements to emphasize that they are legally separate from the government.

South Central Solid Waste Authority (SCSWA)
In accordance with the joint powers agreement (JPA), SCSWA revenues are the primary source of debt service for City bonds issued to construct a regional landfill and transfer station. According to GASB Statement No. 61, the SCSWA qualifies as a discretely presented component unit, due to the following reasons: There is a joint powers agreement (JPA) between the City of Las Cruces and SCSWA and the City of Las Cruces is still considered one of the largest customers for SCSWA. If SCSWA ever defaults, then the City of Las Cruces will take over the organization and pledged EGRT to cover the outstanding debt/loan/leases. The criteria of equity interest also exist, and the City of Las Cruces will receive any assets if the component unit ever decides to dissolve.

Blended Component Unit

The following blended component unit is presented with the primary government:

Downtown Tax Increment Development District (TIDD)
The Board members for the TIDD are also the City Councilors, which allows the City to impose its will. According to GASB Statement No. 61, the TIDD qualifies as a blended component unit. Mainly due to management having operational responsibility for the blended component unit.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - BASIS OF PRESENTATION, BASIS OF ACCOUNTING

Basis of Presentation

Government-Wide Statements—The statement of net position and the statement of activities display information about the primary government (the City) and its component units. These statements include the financial activities of the overall government, except for fiduciary activities. Eliminations have been

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - BASIS OF PRESENTATION, BASIS OF ACCOUNTING (Continued)

made to minimize the double-counting of internal activities. These statements distinguish between the governmental and business-type activities of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange transactions. Under GASB 33, the City defines "available" to be 60 days after the fiscal year end. Business-type activities are financed in whole or in part by fees charged to external parties.

The statement of activities presents a comparison between direct expenses and program revenues for the different business-type activities of the City and for each function of the City's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function.

Program revenues include (a) fees, fines, and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Non-operating revenues, such as subsidies and investment earnings, result from non-exchange transactions or ancillary activities. Proprietary fund operating expenses include the cost of services, administrative and general expenses, and depreciation on capital assets.

Fund Financial Statements—The fund financial statements provide information about the City's funds, including its fiduciary funds. Separate statements for each fund category—governmental, proprietary, and fiduciary—are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as non-major funds.

The City reports the following as major governmental funds:

General Fund

The General fund is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Special Revenue Fund

The Telshor Facility fund accounts for the net proceeds of the sale of the Memorial Medical Center. Funds are restricted for health-related programs and health-related capital projects.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - BASIS OF PRESENTATION, BASIS OF ACCOUNTING (Continued)

The Special Revenue Grants fund is used to report operating grants for different departments. Resources are from various federal, state, county, local and foundation sources.

Debt Service Fund

The Debt Service fund accounts for the resources accumulated and payments made for principal and interest on long-term debt of the governmental funds.

The City reports the following major enterprise funds:

The Gas fund accounts for the activities of the City's natural gas utility, which provides service to the residents of the City and some residents within the County.

The Water fund accounts for the activities of the City's natural water utility, which provides service to the residents of the City and some residents within the County.

The Wastewater fund accounts for the activities of the City's wastewater utility, which provides service to the residents of the City and some residents within the County.

The Solid Waste fund accounts for the activities of the City's solid waste utility, which provides service to the residents of the City and some residents within the County.

The City also reports the following fund types:

Internal Service Funds - to report activities that provide goods or services to other funds, departments or agencies of the City and its component units on a cost-reimbursement basis. These activities include Internal Services and Self Insurance.

Custodial Funds - used to account for monies held by the City in a custodial capacity. These funds use the economic resources measurement focus. The funds held by the City in a fiduciary capacity include Mesilla Valley Regional Dispatch Authority; Metro Narcotics Agency; Branigan Estate (proceeds of sales of assets is used to purchase books for the library); Gifts and Memorials; Veteran's Memorial Wall; Animal Service Center of the Mesilla Valley; High Intensity Drug Trafficking Area.

Measurement Focus, Basis of Accounting

Government-Wide, Proprietary, and Fiduciary Fund Financial Statements—The government-wide and proprietary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - BASIS OF PRESENTATION, BASIS OF ACCOUNTING (Continued)

Non-exchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange, include gross receipts and property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenues from gross receipts taxes are recognized when the underlying transaction takes place. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Governmental Fund Financial Statements—Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The City considers all revenues reported in the governmental funds to be available if the revenues are collected within sixty days after year-end. Property taxes, sales taxes, franchise taxes, licenses, and interest are susceptible to accrual. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

Under the terms of grant agreements, the City funds certain programs by a combination of specific cost-reimbursement grants, categorical block grants, and general revenues. Thus, when program expenses are incurred, there are both restricted and unrestricted net assets available to finance the program. It is the City's policy to first apply cost-reimbursement grant resources to such programs, followed by categorical block grants, and then by general revenues.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent liabilities at the date of the financial statements. Actual results could differ from those estimates.

Fair Value of Financial Instruments

The City's financial instruments consist of investments in securities, bonds and notes payable. The City estimates that the fair value of all its financial instruments does not differ materially from their aggregate carrying values in the accompanying statement of net assets. The estimated fair value amounts have been determined by the City using available market information and appropriate valuation methodologies. Considerable judgment is necessarily required in interpreting market data to develop the estimates of fair value, and, accordingly, the estimates are not necessarily indicative of the amounts that the City could realize in a current market exchange. None of the financial instruments are held for trading purposes.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - BASIS OF PRESENTATION, BASIS OF ACCOUNTING (Continued)

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources and Equity

Cash Equivalents and Investments
The City pools idle cash from all funds for the purpose of increasing income through investment activities. A "Pooled Cash" concept is used in maintaining the cash and investment accounts in the accounting records. Under this method, all cash is pooled for investment purposes and each fund has equity in the pooled amount. All amounts included in pooled cash and investments with an original maturity of 90 days or less are considered to be cash equivalents for the purposes of the statement of cash flows.

Investments are stated at fair value.

Restricted Cash and Investments
The amount of cash held representing utility deposits is classified as restricted on the *Statement of Net Assets–Propriety Funds*. In addition, certain proceeds of joint utility revenue bonds, as well as resources set aside for their repayment, and resources set aside to fund capital asset replacements and landfill closure obligations, are classified as restricted as their use is limited.

Receivables
Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied each year on July 1 on the taxable valuation of property located in the City as of the preceding January 1. The taxable valuations for the various classes of property are determined by the County Assessor and the State of New Mexico Department of Taxation and Revenue at one-third of assessed valuation. Taxes are payable in two equal installments on November 10 and April 10 and become delinquent after 30 days. Property taxes receivable are deemed to be substantially collectible.

All trade receivables are shown net of an allowance for uncollectible amounts. The allowance for doubtful accounts is based on management's assessment of the collectability of specific customer accounts, the aging of the accounts receivable, historical experience, and other currently available evidence. Notes receivable in the statement of net assets consist of rehabilitation and redevelopment loans that are generally not expected or scheduled to be collected in the subsequent year.

Inventories and Prepaid Items
Inventories are valued at cost using the weighted average cost method. The costs of governmental fund-type inventories are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets
Capital assets are defined as assets with an initial individual cost or fair value of $5,000 or greater and an estimated useful life more than one year. Purchased and constructed capital assets are reported at cost or estimated historical cost. Donated capital assets are recorded at acquisition value at the date of

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - BASIS OF PRESENTATION, BASIS OF ACCOUNTING (Continued)

donation. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. The City has retroactively reported all major general infrastructures in these financial statements.

In accordance with provisions of GASB Statement No. 34, the City regards library materials (e.g., books, tapes, etc.), as individual assets versus collections and, therefore, they are not capitalized. Museum collections and exhibits are considered a collection but are not capitalized as allowed by GASB 34. Also, the initial purchase of software meeting the City's capital asset definition is capitalized; however, periodic costs for software upgrades are not capitalized due to the rapid change in technology.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Asset Class	Estimated Useful Live (years)
Infrastructure	30–50
Land improvements	30
Buildings and improvements	30
Vehicles	4–12
Office equipment	3–10
Computer equipment	3–10

Accounts and contracts payable

The liability for accounts and contracts payables reported in the government-wide and proprietary fund statement consist of unpaid amounts due to vendors and amounts for unpaid contracts.

Long-term Debt

In the government-wide financial statements, long-term debt is reported as liabilities in the applicable governmental activities statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method of the straight-line method if the difference from the effective interest method is minimal.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of the debt issued is reported as other financing sources wile discounts on debt issuance are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Net Pension Liability

For purposes of measuring the net position liability, deferred outflows of resources and deferred inflows of resources related to pension, and pension expense, information about the fiduciary net position of the Public Employee Retirement Authority ("PERA") and additions to/deduction from PERA's fiduciary net position have been determined on the same basis as they are reported by PERA, on the economic resources measurement focus and accrual basis of accounting. For this purpose, benefit payments

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - BASIS OF PRESENTATION, BASIS OF ACCOUNTING (Continued)

(including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Net OPEB Liability

For purposes of measuring the net post-employment liability, deferred outflows of resources and deferred inflows of resources related to post-employment, and post-employment expenses, information about the fiduciary net position of the Retiree Health Care Act ("RCHA") and additions to/deduction from RHCA's fiduciary net position have been determined on the same basis as they are reported by RHCA, on the economic resources measurement focus and accrual basis of accounting. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Compensated Absences

The liability for compensated absences reported in the government-wide and proprietary fund statements consists of unpaid, accumulated annual and sick leave balances. The liability has been calculated using the vesting method, in which leave amounts for both employees who currently are eligible to receive termination payments and other employees who are expected to become eligible in the future to receive such payments upon termination are included.

Pollution Remediation

The City has implemented the provisions of Government Accounting Standards Board Statement No. 49, *Accounting and Financial Reporting for Pollution Remediation,* obligations. Accordingly, liabilities are accrued in government-wide and proprietary fund financial statements when certain obligating events occur. Accrued pollution remediation costs are expensed unless they meet the criteria for capitalization in GASB Statement No. 49.

Fund Balance

Prior to FY2011, the City reported the governmental fund balances as Reserved and Unreserved. Effective FY2011, the City implemented GASB 54 and reports the governmental fund balances in five categories, which include:

1) Non-spendable fund balance – amounts that are not in a spendable form or are required to be maintained intact. Examples are inventory or long-term receivables.

2) Restricted fund balance – amounts that can be spent only for the specific purposes imposed by creditors, grantors, contributors, or laws and regulations of other governments. An example is federal grants.

3) Committed fund balance – amounts to be used for specific purposes as determined by Council resolution, a formal action of the City's highest level of decision-making authority. Commitments established by the City Council may be changed or lifted only by an action of the City Council through resolution, taking the same formal action that imposed the original constraint.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - BASIS OF PRESENTATION, BASIS OF ACCOUNTING (Continued)

4) Assigned fund balance – amounts *intended* to be used by the City for specific purposes. Intent can be expressed by the City Council, or by an official or body to which the City Council delegates the authority. In governmental funds other than the General Fund, assigned fund balance represents the amount that is not restricted or committed but has been earmarked by the governing body.

5) Unassigned fund balance – is the residual classification for the General Fund and includes all spendable amounts not contained in the other classifications. In other funds, the unassigned classification should be used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

It is essential that the City maintain adequate levels of fund balance in the General Fund to mitigate revenue fluctuations and unanticipated expenditures. Therefore, the City has adopted a formal fund balance policy. The fund balance policy establishes a minimum amount to be held in the fund balance of the General Fund of 16.66%, or 2/12, of the annual budgeted expenditures. This policy applies only to the chief operating fund of the City - the General Fund. The State of New Mexico requires that a 1/12 reserve be maintained in the General Fund. The 2/12 reserve is reported in the financial statements as Unassigned Fund Balance. For the year ended June 30, 2022, the General Fund budgeted expenditures were $126,941,158, accordingly, the required reserve was $21,156,860.

When multiple categories of fund balance are available for expenditure (for example, a construction project is being funded partly by a grant, funds set aside by the City Council, and unassigned fund balance), the City will start with the most restricted category and spend those funds first before moving down to the next category of available funds.

The City of Las Cruces reports fund balances by specific function. These functions may include multiple purposes for the use of these fund balances. Further detail for certain major functions is listed below:

City of Las Cruces

Notes to Financial Statements
June 30, 2022

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - BASIS OF PRESENTATION, BASIS OF ACCOUNTING (Continued)

	General Fund	Other Funds	Total
Non-Spendable:			
Inventories:	$ 1,645,743	$ -	$ 1,645,743
Restricted:			
Economic Development	912,362	10,808,973	11,721,335
Public Safety			
Police	106,068	2,407,694	2,513,762
Fire	120,038	316,439	436,477
Municipal Court	-	476,799	476,799
Housing and Community Development			
MPO Planning	58,830	-	58,830
Affordable Housing Trust	-	2,088,384	2,088,384
Housing & Community	-	34,247	34,247
Parks and Recreation	889,613	6,326,796	7,216,409
Public Works			
Streets Maintenance & Operations	-	19,918,410	19,918,410
Flood Control	-	6,639,516	6,639,516
Facilities Maintenance	78,245	37,512,648	37,590,893
Downtown	-	7,692,884	7,692,884
Griggs & Walnut	-	6,002,214	6,002,214
Quality of Life	857,571	-	857,571
Debt Service	-	11,463,709	11,463,709
Health Related Programs			
Held for Investments Proceeds to Benefit	-	33,819,418	33,819,418
Committed:			
Health-related programs	-	7,837,120	7,837,120
Debt Service	10,463,998	-	10,463,998
Public Safety	-		-
Police	2,582,858	-	2,582,858
Public Works	6,500,000	-	6,500,000
Transportation	2,511,054	-	2,511,054
Quality of Life	2,150,000	-	2,150,000
Economic Development	773,000	-	773,000
Assigned to:			
Economic Development	1,519,399	-	1,519,399
Public Works	-	-	-
			-
Vehicle Acquisition Fund			-
Public Works Vehicle Replacement	-	-	-
Fire Vehicle Replacement	-	-	-
Vehicle Replacement Reserve	854,875	-	854,875
Unassigned	30,254,603	-	30,254,603
Total Fund Balance	$ 62,278,257	$ 153,345,251	$ 215,623,508

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - BASIS OF PRESENTATION, BASIS OF ACCOUNTING (Continued)

Net Position: Equity is classified as net position and displayed in three components:

a. Net investment in capital assets: Consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

b. Restricted net position: Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulation of other governments; or (2) law through constitutional provisions or enabling legislation.

c. Unrestricted Net Position: All other net position that do not meet the definition of "restricted" or "net investment in capital assets."

Budgets

The City budget is prepared on a basis consistent with accounting principles generally accepted in the United States of America (GAAP), using an estimate of the anticipated revenues and expenditures. Annual appropriated budgets are adopted for all funds. All unexpended appropriations will lapse at the end of the fiscal year. The State of New Mexico Department of Finance and Administration (DFA) allows GAAP budgeting to the extent cash and investments required for operations are available. Budgets of the City's component unit (SCSWA) are also prepared on a GAAP basis.

New Mexico State law prohibits a municipality from making expenditures more than approved appropriations. For local governments, the legal level of budgetary control is at the fund level. If a fund is not overspent, it is in compliance with state law. The budget may be amended by the City Council; however, DFA approval must be obtained on budget increases and budget transfers between funds.

Adoption of New Accounting Pronouncements

GASB has issued the following statements that have been implemented by the City for the year ended June 30, 2022:

- ✓ Statement No. 87, *Leases*
- ✓ Statement No. 92, *Omnibus 2020*
- ✓ Statement No. 97, *Certain component unit criteria, and Accounting and Financial Reporting for internal revenue code SECTION 457 DEFERRED COMPENSATION PLANS—an amendment of GASB Statement No. 14 and No. 84, and a supersession of GASB Statement No. 32*
- ✓ Statement No. 98**,** *The Annual Comprehensive Financial Report*

New Accounting Pronouncements

The following accounting pronouncements have been recently issued, but not yet adopted by the City. Management anticipates that, upon adoption by the City, none of these statements will have a significant

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - BASIS OF PRESENTATION, BASIS OF ACCOUNTING (Continued)

impact on the City's financial position or results of operations. Pronouncements that are not applicable to the City have been omitted.

- Statement No. 91, Conduit Debt Obligations
- Statement No. 93, *Replacement of Interbank Offered Rates*
- Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*
- Statement No. 96, *Subscription-Based Information Technology Arrangements* GASB
- Statement No. 99, *Omnibus 2022*
- Implementation Guide No. 2019-1, *Implementation Guidance Update—2019*
- Implementation Guide No. 2019-3, *Leases*

NOTE 3: CASH AND INVESTMENTS

The City follows the practice of pooling cash and investments of all funds with the City Treasurer except for restricted funds generally held by outside custodians and certain special revenue, debt service reserve, and capital projects funds. The cash and investment pool is not reported as a trust and agency fund. Each fund's equity in the pool is included in "Cash and investments" on its balance sheet or statement of net position.

Cash and investments	
Government activities	$ 66,443,150
Business-type activities	41,041,623
Total primary government	107,484,773
South Central Solid Waste Authority	1,489,357
Restricted cash and investments	
Government activities	170,529,470
Business-type activities	16,973,928
Total primary government	187,503,398
Fiduciary Activities (less $303,919 amount due to the fiscal agent)	5,805,166
South Central Solid Waste Authority	5,364,934
Total cash and investments	$ 307,647,628

Total cash and investments at fair value are as follows:

	Pooled Cash & Investments	Other Cash & Investments	Total
Carrying amount of bank deposits	$ 8,762,618	$ 4,891,160	$ 13,653,778
Investments	177,088,363	64,041,864	241,130,227
Cash on hand	-	16,548	16,548
Cash with fiscal agent	-	52,847,075	52,847,075
	-	-	-
Total Cash and Investments	$ 185,850,981	$ 121,796,647	$ 307,647,628

NOTE 3: CASH AND INVESTMENTS (Continued)

Bank Balance of Deposits

Custodial Credit Risk – Deposits. Custodial credit risk is the risk that in the event of a bank failure, the government's deposits may not be returned to it. The City's investment ordinance requires collateralization of 100% of the uninsured portion of the City's deposits with financial institutions. Securities pledged by financial institutions are accepted at market value, except obligations of the State of New Mexico and its subdivisions, which are accepted at par value. As of June 30, 2022, the City's deposits, totaling $15,120,531 was insured by FDIC or collateralized by a letter of credit with FHLB CINCINNATI valued at $25,000,000 and thus was not exposed to custodial credit risk.

Investments

The City's investment policy allows investment in: a) U.S. Treasury obligations; b) U.S. government agency and instrumentality obligations; c) obligations of state and local governments, school districts and public authorities which are rated in the top three rating categories by a nationally recognized rating agency; d) repurchase agreements whose underlying securities and/or collateral consist of allowed investments described in (a) or (b) above; e) accounts of deposit at federally-insured financial institutions; f) pooled funds maintained by the State Treasurer; and g) mutual funds whose portfolios consist solely of allowed investments.

The City may also invest money identified as long-term in the pools of the New Mexico State Council (SIC) subject to annual review and approval by the City Council. The SIC is a component unit of the primary government of the State of New Mexico. The fair value of the City's position in the SIC pools is the same as the value of the pool shares.

As of June 30, 2022, the City had the following investments:

City of Las Cruces

Notes to Financial Statements
June 30, 2022

NOTE 3: CASH AND INVESTMENTS (Continued)

Investment Type	Fair Value	Weighted Avg Maturity Yrs
Pooled Investments		
First American Treasury Obligations	$ 2,739,527	N/A
U.S. agency coupon and discount bonds	82,601,738	1.56
Municipal Bonds	1,706,047	0.34
U.S. treasury bills and notes	87,565,318	0.59
Negotiable CDs	2,475,734	1.99
Total Pooled Cash Investments	**177,088,364**	
American Rescue Plan Act		
U.S. agency coupon and discount bonds	17,384,379	1.37
U.S. treasury bills and notes	2,998,380	0.44
Total American Rescue Plan Act	**20,382,759**	
Teshor Facility Fund		
U.S. agency coupon and discount bonds	1,950,468	0.49
U.S. treasury bills and notes	1,998,300	0.17
External investment equity pools	27,517,396	N/A
Total Telsor Facility Fund	**31,466,164**	
Griggs and Walnut Plume		
U.S. agency coupon and discount bonds	4,987,686	0.18
Total Griggs and Walnut Plume	**4,987,686**	
Capital Projects		
U.S. agency coupon and discount bonds	1,748,792	0.11
U.S. treasury bills and notes	1,239,810	0.32
Total Capital Projects	**2,988,602**	
Debt Service		
U.S. agency coupon and discount bonds	249,827	0.19
Total Debt Service	**249,827**	
TIDD		
U.S. agency coupon and discount bonds	1,482,960	0.21
U.S. treasury bills and notes	2,483,865	0.40
Total TIDD	**3,966,825**	
Total Investments	$ 241,130,227	

Interest Rate Risk. The City does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The investment pool does not include any step-up coupon securities that are issued by U.S. government agencies that are callable by the issuer under certain circumstances. For purposes of calculating weighted average maturity, the City uses years to maturity.

Credit Risk. The City's investment policy lists the criteria for selecting investments and the order of priority as follows: 1) safety; 2) liquidity; and 3) yield. As of June 30, 2022, the City's investments in coupon bonds of U.S. agencies and Municipal Bonds were rated AA+ or better by Standard & Poor's and Aaa by Moody's Investors Service. The external investment pools of the New Mexico State Investment Council are not rated.

NOTE 3: CASH AND INVESTMENTS (Continued)

Custodial Credit Risk. For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The City's investment policy requires that securities held in street name with a broker or dealer be insured, and that all other securities be held by the City or a third-party safekeeping financial institution acting as trustee for the City. As of June 30, 2022, all of the City's securities are held in either the street name or by a third-party financial institution in the City's name.

Concentration of Credit Risk. The City's formal investment policy places no limit on the amount the City may invest in any one issuer. As of June 30, 2022, 16% of the City's investment pool portfolio was in Federal Farm Credit Bank (FFCB), 17% was in First Home Loan Bank (FHLB), 10% in Federal Home Loan Mortgage Corporation (FHLMC), 5% was in Fannie Mae (FNMA), 1% was in Municipal Bonds, 50% were in U.S. Treasury Bills and Notes, and 1% was in Certificates of Deposits. Of the America Recovery Plan Act Fund portfolio, 21% was in FAMC, 59% was in FFCB, 5% was in FHLB, and 15% was in U.S. Treasury Notes. Of the Telshor Fund portfolio, 25% was in FHLB, 24% was in FNMA, and 51% was in U.S Treasury Notes. Of Griggs and Walnut Plume Fund portfolio, 100% was in FFCB. Of the TIDD Fund portfolio, 37% was in FHLB and 63% was in U.S. Treasury Notes. Of the Debt Service Fund portfolio, 100% was in FNMA. Of the Capital Projects portfolio, 59% was in FNMA and 41% was in U.S. Treasury Notes.

Fair Market Value Hierarchy. The City categorizes its fair value measurement within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets: Level 2 inputs are significant other observable inputs: Level 3 inputs are significant unobservable inputs. The valuation method for recurring fair value measurements of investments is the market approach.

The City has the following recurring fair value measurements as of June 30, 2022:

Investment Type	Level 1	Level 2
New Mexico State Investment Councils Pool	$ 20,661,672	$ 6,855,723
First American Treasury Obligations	-	2,739,527
U.S. Agencies Coupon Bonds	-	110,405,850
U.S. Treasuries Securities	-	96,285,673
Negotiable CDs	-	2,475,733
Municipal Bonds	-	1,706,047
Total Pooled Investments	$ 20,661,672	$ 220,468,553

New Mexico State Investment Council Pools of $20.6 million are valued using quoted market prices (level 1 inputs).

The U.S. Agency bonds, Treasury obligations money market fund, U.S. Treasury securities, negotiable certificates of deposits, Municipal bonds and $6.9 million of the New Mexico State Investment Council Pools are valued using a matrix pricing model (level 2 inputs).

NOTE 3: CASH AND INVESTMENTS (Continued)

Investment Pools. The City's investment in Pools is reported at an amount determined by the fair value per share of the pool's underlying portfolio, unless the pool is a 2a7-like, in which case they are reported at share value. A 2a7-like pool is one which is not registered with the Securities and Exchange commission ("SEC") as an investment company, but nevertheless has a policy that it will, and does operate in a manner consistent with the SEC's Rule 2a7 of the Investment Act of 1940.

The City's investment in pools as of June 30, 2022, are shown below:

	Reported Amount	Weighted Average Fair Value	Maturity
State Investment Council Large Cap Active Equity Pool	$ 9,442,059	$ 9,442,059	N/A
State Investment Council Large Cap Index Equity Pool	6,855,723	6,855,723	N/A
State Investment Council Non-U.S. Developed Equity Pool	3,431,159	3,431,159	N/A
State Investment Council Mid/Small Cap Equity Pool	7,788,455	7,788,455	N/A
	$ 27,517,396	$ 27,517,396	

NOTE 4: CAPITAL ASSETS

Primary Government

Capital asset activity for the city for the year ended June 30, 2022, was as follows:

	Beginning Balance	Change Due to Statement 87	Restated Beginning Balance	Additions	Retirements	Transfers	Adjustments	Ending Balance
Governmental activities								
Capital assets not being depreciated								
Land and land rights	$ 30,191,431	-	$ 30,191,431	$ 1,308,341	$ -	$ -	$ -	$ 31,499,772
Land improvements	19,125,120	-	19,125,120	-	-	-	-	19,125,120
Construction in progress	18,990,152	-	18,990,152	31,345,234	-	(4,018,917)	-	46,316,469
Total capital assets not being depreciated	68,306,703	-	68,306,703	32,653,575	-	(4,018,917)	-	96,941,361
Other capital assets								
Buildings and building improvements	170,975,736	-	170,975,736	2,876,318	-	-	-	173,852,054
Airport runways	126,104	-	126,104	215,519	-	-	-	341,623
Infrastructure	2,864,188	-	2,864,188	943,845	-	-	-	3,808,033
Park improvements	27,268,668	-	27,268,668	1,977,103	-	-	-	29,245,772
Land improvement remediation	2,742,024	-	2,742,024	-	-	-	-	2,742,024
Machinery and equipment	64,826,862	-	64,826,862	5,184,767	(3,379,008)	-	26,585	66,659,205
Roads network	392,332,033	-	392,332,033	7,927,179	(238,759)	3,907,370	-	403,927,824
Flood control network	44,841,561	-	44,841,561	1,690,310	(7,583)	-	-	46,524,288
Leases right to use	-	10,563,660	10,563,660	-	-	-	-	10,563,660
Total other capital assets at cost	705,977,176	10,563,660	716,540,836	20,815,041	(3,625,350)	3,907,370	26,585	737,664,483
Less accumulated depreciation/amortization								
Buildings and building improvements	(61,334,614)	-	(61,334,614)	(6,014,089)	-	-	-	(67,348,703)
Airport runway	(1,430)	-	(1,430)	(7,042)	-	-	-	(8,472)
Park improvements	(8,930,833)	-	(8,930,833)	(818,919)	-	-	-	(9,749,752)
Land improvement remediation	(1,333,269)	-	(1,333,269)	(251,054)	-	-	-	(1,584,322)
Machinery and equipment	(50,579,799)	-	(50,579,799)	(5,231,435)	3,365,003	-	-	(52,446,232)
Roads network	(214,689,518)	-	(214,689,518)	(9,329,075)	-	-	-	(224,018,593)
Flood control network	(16,531,646)	-	(16,531,646)	(1,271,370)	-	-	-	(17,803,016)
Leases right to use	-	(2,486,506)	(2,486,506)	(646,401)	-	-	-	(3,132,907)
Total accumulated depreciation	(353,401,109)	(2,486,506)	(355,887,615)	(23,569,385)	3,365,003	-	-	(376,091,997)
Total other capital assets at historic cost, net	352,576,067	8,077,154	360,653,221	(2,754,344)	(260,347)	3,907,370	26,585	361,572,486
Governmental activities capital assets, net	$ 420,882,769	$ 8,077,154	$ 428,959,924	$ 29,899,232	$ (260,347)	$ (111,547)	$ 26,585	$ 458,513,847

Less associated debt	$ (140,018,948)
Less deferred gain on refunding	-
Plus deferred charge on refunding	-
Plus unspent bond proceeds	10,271,748
Net Investment in Capital Assets	$ 328,766,646

NOTE 4: CAPITAL ASSETS (Continued)

Depreciation expense was charged to governmental and interservice funds as follows:

	Governmental Activities
Police	$ 1,731,970
Fire	1,821,380
Quality of Life	1,290,948
Public Works	14,481,534
Information technology (Gen Govt)	2,099,410
Transportation	231,796
Parks and Recreation	18,923
Economic Development	1,166,221
Community Development	31,190
Internal Service Funds	49,613
All Dept Leases	646,401
Total depreciation expense	$ 23,569,385

Changes made to the June 30, 2022 capital assets are a result of the implementation of Governmental Accounting Standards Board (GASB) Statement No. 87-Leases. The capitalization of these leases resulted in an increase in the governmental capital assets of $10.5 million.

Land and land rights increased by $1.3 million mainly due to the purchase of land at 1101 W. Amador Ave for the expansion of the Mesilla Valley Community of Hope Campus, and the purchase of land at 725 McClure Road, which will allow for improved flood control in the area.

Construction in progress (CIP) increased by approximately $31.3 million from projects such as the East Mesa Recreation Complex road, LCPD evidence building, the new Transit maintenance facility, and the downtown plaza shade structure. Ongoing CIP projects also include the Amador hotel restoration, community competition pool, a solid waste landfill, and the 2018 GO bond projects such as: park development, new animal shelter, Fire Station 3 replacement, and trail development. Transfers that reduced CIP in the amount of $4 million include the completion of the Tashiro road widening project, and the completion of 8 new EV charging stations throughout the city.

Buildings and building improvements increased by approximately $2.9 million due to new construction and improvements, including energy performance improvements of City facilities and parks.

Airport runways had an increase of approximately $216 thousand due to a water line relocation, installed wind cone assemblies, and the east area taxi lane renovation.

General City infrastructure had an increase of $944 thousand due from projects such as 8 new EV charging station installations, downtown wireless expansion, design for Arts and Cultural district lighting improvements and well replacements at the Griggs-Walnut pollution remediation site.

NOTE 4: CAPITAL ASSETS (Continued)

Park Improvements increased by approximately $2 million due to projects, including the park and trail GO bonds, the acceptance of Ninja Park within the Metro Verde subdivision, and the acceptance of Rincon Hills Park within the Rincon Hills subdivision.

Roads increased by approximately $7.9 million due to the Legends West North Phase project, the 2021-2022 HDMB surface treatment project, 2021-2022 pavement replacement project, 2021-2022 crack seal project, 2021-2022 micro surfacing project, 2022 pavement striping and marking project, and the Magdalena Pond replacement project. Transfers that increased roads network in the amount of $3.9 million include the completion of the Tashiro road widening project. Retirements of approximately $239 thousand are due to infrastructure dispositions.

Flood Control Network increased by approximately $1.7 million from the Legends West North Phase project, 2022 micro surfacing project, McClure Pond improvements, Brown Farm drainage improvements phase 1, and the 2020-2021 Pavement Replacement Project. Retirements of approximately $8 thousand are due to infrastructure dispositions.

The city spent approximately $5.2 million for equipment and vehicle purchases for Las Cruces Police and Fire Departments, Public Works, Parks & Recreation, Economic Development, and other city departments. Decreases in machinery and equipment were due to the retirement of items sent to auction or used for trade-ins.

NOTE 4: CAPITAL ASSETS (Continued)

Business Type Activities

Capital asset activity for BTA for the year ended June 30, 2022, was as follows:

	Beginning Balance	Change Due to Statement 87	Restated Beginning Balance	Additions	Retirements	Transfers	Adjustments	Ending Balance
Business type activities								
Capital assets not being depreciated								
Land and water rights	$ 15,443,479	-	15,443,479	$ -	$ -	$ -	$ -	$ 15,443,479
Construction in progresss	1,087,574	-	1,087,574	585,696	-	-	-	$ 1,673,270
Total capital assets not being depreciated	16,531,053	-	16,531,053	585,696	-	-	-	17,116,749
Other capital assets								
Buildings and building improvements	14,534,634	-	14,534,634	275,358	(65,802)	-	-	14,744,189
Airport Infrastructure	34,352,755	-	34,352,755	449,294	-	-	-	34,802,049
Land improvements	338,691	-	338,691	-	-	-	-	338,691
Distribution and collection system	142,571,561	-	142,571,561	2,739,383	(2,104)	-	-	145,308,840
Utilities transmission	289,629,919	-	289,629,919	10,265,262	(17,116)	-	-	299,878,065
Machinery and equipment	38,458,416	-	38,458,416	2,463,356	(2,217,138)	-	(630)	38,704,003
Leases right to use	-	1,262,434	1,262,434	-	-	-	-	1,262,434
Total other capital assets at historic cost	519,885,977	1,262,434	521,148,410	16,192,653	(2,302,160)	-	(630)	535,038,271
Less accumulated depreciation/amortization								
Buildings and building improvements	(6,368,975)	-	(6,368,975)	(630,108)	65,802	-	-	(6,933,280)
Airport Infrastructure-Runways	(14,710,084)	-	(14,710,084)	(989,396)	-	-	-	(15,699,480)
Land improvements	(266,165)	-	(266,165)	(5,377)	-	-	-	(271,541)
Distribution and collection system	(70,447,644)	-	(70,447,644)	(3,055,536)	-	-	-	(73,503,179)
Utilities transmission	(101,150,032)	-	(101,150,032)	(7,485,090)	-	-	-	(108,635,123)
Machinery and equipment	(28,544,510)	-	(28,544,510)	(3,378,906)	2,208,060	-	-	(29,715,355)
Leases right to use	-	(595,946)	(595,946)	(83,551)	-	-	-	(679,497)
Total accumulated depreciation	(221,487,409)	(595,946)	(222,083,355)	(15,627,964)	2,273,862	-	-	(235,437,454)
Total other capital assets at historic cost, net	298,398,568	666,488	299,065,055	564,689	(28,298)	-	(630)	299,600,814
Business type activities capital assets, net	$ 314,929,621	$ 666,488	$ 315,596,108	$ 1,150,385	$ (28,298)	$ -	$ (630)	$ 316,717,562

Less associated debt	$ (101,038,143)
Less deferred gain on refunding	-
Plus deferred charge on refunding	391,670
Plus unspent bond proceeds	(490,871)
Net Investment in Capital Assets	$ 215,580,215

Depreciation expense was charged to business-type funds as follows:

	Business Type Activities
Airport	$ 1,050,196
Gas	2,957,507
Water	4,684,555
Wastewater	4,879,636
Solid waste	1,260,673
Shared Services	244,887
Transit	550,511
Alternative fuel	-
Total depreciation expense	$ 15,627,964

Changes made to the June 30, 2022 capital assets are a result of the implementation of Governmental Accounting Standards Board (GASB) Statement No. 87-Leases. The capitalization of these leases resulted in an increase in the Business Type Activity assets of $1.3 million.

NOTE 4: CAPITAL ASSETS (Continued)

Construction in Progress (CIP) increased by approximately $586 thousand due to airport landscape improvements, airport terminal building renovation, airport runway extension, and the Amador Motel Blvd. optic design for gas, water, wastewater, and solid waste.

Buildings and building improvements increased by approximately $275 thousand due to additions to various utility buildings for Gas, Water, Wastewater, and Solid Waste. Decrease in buildings and building improvements were due to transit infrastructure disposals.

Airport infrastructure and runways increased by $449 thousand due to the east area taxi lane renovation, and a new airport solar shade structure.

There were no land improvements for the year.

Distribution and collection system increased by approximately $2.7 million, primarily due to Gas infrastructure additions. Decreases in distribution and collection system were due to utilities infrastructure disposals.

Utilities transmission increased approximately by $10.3 million primarily due to Water, and Wastewater infrastructure additions. Decreases in utilities transmission were due to utilities infrastructure disposals.

The city spent approximately $2.5 million on equipment and vehicle purchases for Utilities and Airport departments. Decreases in machinery and equipment were due to the retirement of items sent to auction or used for trade-ins.

NOTE 5: RECEIVABLES AND PAYABLES

Governmental activities receivables were as follows at June 30, 2022:

	General Fund	Debt Service	Telshor Facility	Revenue Grants	Governmental Funds	Service Funds	Governmental Activities
Accounts	$ 1,051,857	$ -	$ -	$ 66,710	$ 4,277,097	$ -	$ 5,395,664
Dockets	1,204,954	-	-	-	-	-	1,204,954
Interest	-	1,088	8,612	29,464	3,233,487	-	3,272,651
Contracts	-	-	-	-	4,102,206	-	4,102,206
Special assessments	-	14,665,175	-	-	4,443,962	-	19,109,137
Less: allowance for doubtful accounts	(1,460,452)	-	-	-	(3,203,508)	-	(4,663,960)
Total governmental receivables	$ 796,359	$14,666,263	$ 8,612	$ 96,174	$ 12,853,244	$ -	$ 28,420,652

NOTE 5: RECEIVABLES AND PAYABLES (Continued)

Governmental Activities

Special assessments receivables of $4,443,962 and related interest receivable of $3,233,487 represent amounts due from local developers to reimburse the City for the construction of subdivisions or other improvements for residential development. Though a majority of special assessments are not scheduled for collection within the next fiscal year, amounts are expected to be fully collected. The receivables are deferred and reported in the Sonoma Ranch Fund.

Business-type activities receivables and leases receivables at June 30, 2022 were as follows:

	Accounts Receivable	Allowance for Doubtful Accounts	Accounts Receivables, Net	Leases Receivable	Total Leases Receivable and Accounts Receivable, Net
Gas	$ 4,542,332	$ (740,395)	$ 3,801,937	-	3,801,937
Water	4,055,092	(311,706)	3,743,386	-	3,743,386
Waste water	2,353,439	(267,625)	2,085,814	-	2,085,814
Solid waste	2,722,907	(323,039)	2,399,868	-	2,399,868
Other enterprise funds	374,784	(12,000)	362,784	30,202	392,986
Total business-type activities	$ 14,048,554	$ (1,654,765)	$ 12,393,789	$ 30,202	$ 12,423,991

Business-type Activities

The accounts receivable for business-type activities are related to the provision of utility services to City customers. Receivables are shown net of an allowance for doubtful accounts. The allowance for doubtful accounts is based on management's assessment of the collectability of specific customer accounts, the aging of the accounts receivable, historical experience, and other currently available evidence. The leases receivable is related to the new GASB 87 – Leases implementation. The leases are reported as current portion of leases receivable in the financial statements.

Governmental activities accounts payable and accrued liabilities at June 30, 2022 were as follows:

	Vendors	Accrued Salaries and Benefits	Accrued Taxes	Payable and Accrued Liabilities
Governmental activities				
General Fund	$ 4,000,510	$ 3,209,396	$ 182,887	$ 7,392,793
Debt Service	-	-	-	-
Telshor Facility	-	-	-	-
Special Revenue Grants	42,870	12,013	-	54,883
Other governmental	3,550,795	117,410	-	3,668,205
Internal service funds	678,606	57,677	-	736,283
Total governmental activities	$ 8,272,781	$ 3,396,496	$ 182,887	$ 11,852,164

NOTE 5: RECEIVABLES AND PAYABLES (Continued)

Business-type activities accounts payable, accrued liabilities, and leases payable at June 30, 2022 were as follows:

	Vendors	Accrued Salaries and Benefits	Accrued Interest	Taxes Payable	Leases Payable	Total Acounts Payable and Accrued Liabilities
Business-type activities						
Gas	$ 1,773,228	$ 184,448	$ 25,461	$ 165,793	$ 3,569	$ 2,152,499
Water	505,791	184,848	175,228	110,213	34,343	1,010,423
Waste water	2,026,999	178,639	92,972	61,847	19,240	2,379,697
Solid waste	61,855	166,277	-	71,044	3,569	302,745
Other enterprise funds	502,030	187,646	-	-	-	689,676
Total business-type activities	$ 4,869,903	$ 901,858	$ 293,661	$ 408,897	$ 60,721	$ 6,535,040

Business-type Activities

The leases payable is related to the new GASB 87 – Leases implementation. The leases are reported as current leases payable in the financial statements.

NOTE 6: INTERFUND ASSETS, LIABILITIES AND TRANSFERS

Primary Government

Governmental interfund receivables and interfund payables as of June 30, 2022, were as follows:

	Interfund Receivable	Interfund Payable	Total
Governmental activities			
General fund			
Nonmajor governmental funds	$ 1,562,759	$ -	$ 1,562,759
Nonmajor governmental funds			
General fund	-	(1,562,759)	(1,562,759)
Total governmental activities	$ 1,562,759	$ (1,562,759)	$ -

The governmental fund balances reflect short-term advances from the general fund to funds with a credit cash balance. Credit cash balances are related to grant activity where grant expenditures are followed by grant reimbursements. Grant funding is generally used for senior programs, certain police activities, and capital grants for equipment, roadways, flood control, and airport improvements.

Business-type Activities

Business-type activities interfund receivables and interfund payables as of June 30, 2022, were as follows:

	Interfund Receivable	Interfund Payable	Total
Business-type activities			
Major enterprise funds			
Gas Operating Fund	$ -	$ (2,750,000)	$ (2,750,000)
Water Development Fund	-	(1,501,331)	(1,501,331)
Waste Water Development Fund	1,501,331	-	1,501,331
Solid Waste Operating Fund	1,000,000	-	1,000,000
Solid Waste Contingency Fund	1,750,000	-	1,750,000
Total business-type activities	$ 4,251,331	$ (4,251,331)	$ -

NOTE 6: INTERFUND ASSETS, LIABILITIES AND TRANSFERS (Continued)

The business-type activities interfund balance reflect long-term advance of pooled cash between utilities. The water development fund, included in the water fund borrowed cash from the wastewater development fund, included in the wastewater fund in fiscal year 2012, with a ten-year repayment schedule including interest. The water development fund advance will be repaid in 2024 due to deferred payments. The gas operating fund, included in the gas fund, borrowed cash from the solid waste operating and contingency funds, included in the solid waste fund in fiscal year 2021, with a two-year repayment schedule including interest. The payments have been deferred until fiscal year 2023, therefore the gas operating fund advance will be repaid in 2025.

Transfers between funds for the fiscal year ended June 30, 2022, consisted of the following:

	Transfers Out				
Transfers In	**General Fund**	**Nonmajor Govt Funds**	**Telshor Facility**	**Nonmajor Enterprise Funds**	**Total**
General Fund	$ 3,409,523	$ 815,762	$ 592,606	$ 469,965	$ 5,287,856
Nonmajor Govt Funds	7,200,043	6,402,815	6,435,000	-	20,037,858
Debt Service Funds	10,679,581	3,646,825	-	-	14,326,406
Gas Funds	-	-	-	-	-
Water Funds	-	-	-	-	-
Wastewater Funds	1,499,111	-	-	-	1,499,111
Solid Waste Funds	500,000	-	-	-	500,000
Nonmajor Enterprise Funds	2,700,038	-	-	-	2,700,038
Internal Service Funds	5,190,000	-	-	-	5,190,000
Grand Total	**$ 31,178,296**	**$ 10,865,402**	**$ 7,027,606**	**$ 469,965**	**$ 49,541,269**

The transfers, as listed above, were used for the following purposes throughout the year:

1) $3.4 million were transferred between general funds and $816 thousand were transferred from non-major governmental funds to general funds. These transfers were to move monies from the specific funds that are required by statute or budget requirements to receipt said monies, to the specific funds required by statute or budget requirement to expend said monies, where those funds differ from each other. $593 thousand were transferred from the Telshor Facility Fund to the General fund to be utilized for a Crisis Intervention Team and Mobile Integrated Health Unit as run by the Fire Department through the general fund. $470 thousand were transferred from transit funds to general fund to move existing fund balance and close the unused fund.

2) $7.2 million were transferred from the general fund to the non-major governmental funds to move Gross Receipts Tax and other revenues into project funds where they could be expended. $6.4 million were transferred between non-major governmental funds. This included $3.4 million from Flood Control Operations to Flood Control Capital funds, $1.2 million from TIDD revenue funds to TIDD project funds, and $1.8 million to move fund balance to projects that could expend the monies. $6.4 million were transferred from the Telshor fund to non-major governmental funds to utilize the monies for health-related programs.

NOTE 6: INTERFUND ASSETS, LIABILITIES AND TRANSFERS (Continued)

3) $10.7 million from the general fund and $3.6 million from non-major governmental funds were transferred to debt service funds. Debt Service funds are used to pay for the interest and principal payments of certain types of debt, which are utilized to fund projects. Specific general and non-major governmental funds are used to collect monies receipted which are then transferred to the Debt Service funds to make the required debt repayments when due.

4) $1.5 million were transferred from the general fund to waste water funds to move Environmental Gross Receipts Taxes and Gross Receipts Taxes from the funds they were originally receipted to, to the funds where they were to be expended.

5) $500 thousand were transferred from the general fund to the solid waste fund to move Environmental Gross Receipts Taxes and Gross Receipt Taxes from the funds they were originally receipted to, to the funds where they were to be expended.

6) $2.7 million were transferred from the general fund to non-major enterprise funds, this included $2.5 million that was transferred for the required match for FTA grants and $137 thousand that was transferred for airport expenditures.

7) $5.2 million were transferred from the general fund to the internal service funds to move monies needed to pay for insurance premiums.

NOTE 7: LONG-TERM LIABILITIES

Primary Government

Changes in long-term liabilities are as follows:

	Primary Government						
Governmental Activities	Beginning Balance	Change Due to Statement 87	Restated Beginning Balance	Increases	Decreases	Ending Balance	Amount Due Within One Year
General obligation bonds	$ 27,450,000	$ -	$ 27,450,000	$ -	$ 4,940,000	$ 22,510,000	$ 4,295,000
Tax revenue bonds	72,155,000	-	72,155,000	-	6,375,000	65,780,000	6,635,000
Unamortized premium/discount on sales tax revenue bonds	5,922,653	-	5,922,653	-	505,494	5,417,159	505,494
Bonds from direct borrowing and direct placements	34,145,000	-	34,145,000	-	3,210,000	30,935,000	3,250,000
Unamortized premium/discount on bonds from direct borrowing and direct placements	6,189,410	-	6,189,410	-	512,070	5,677,340	512,070
Notes payable	12,214,640	-	12,214,640	-	2,515,191	9,699,449	2,546,935
Leases payable	-	8,412,233	8,412,233	-	543,731	7,868,502	576,703
Pollution remediation	1,265,000	-	1,265,000	4,361,569	-	5,626,569	-
Claims and judgements	8,740,107	-	8,740,107	1,641,585	-	10,381,692	2,748,666
Compensated absences	3,887,825	-	3,887,825	6,645,331	5,362,765	5,170,392	1,034,078
	171,969,635	8,412,233	180,381,868	12,648,485	23,964,250	169,066,103	22,103,946
Business-type Activities							
Utility revenue bonds	$ 75,425,000	$ -	$ 75,425,000	$ -	$ 6,005,000	$ 69,420,000	$ 6,365,000
Unamortized discount / premium on utility revenue bonds	5,512,409	-	5,512,409	-	594,838	4,917,571	594,836
Utility revenue bonds from direct borrowing and direct placements	18,910,000	-	18,910,000	-	460,000	18,450,000	500,000
Unamortized discount / premium on utility revenue bonds from direct borrowing and direct placements	4,349,931	-	4,349,931	-	224,359	4,125,572	224,360
Notes payable from direct borrowing and direct placements	4,751,258	-	4,751,258	-	626,258	4,125,000	235,000
Leases payable	-	715,653	715,653	-	82,278	633,375	72,669
Landfill closure and post-closure costs (Note 8)	720,000	-	720,000	-	36,000	684,000	36,000
Compensated absences	1,114,297	-	1,114,297	1,964,658	1,565,824	1,513,132	302,625
	110,782,895	715,653	111,498,548	1,964,658	9,594,557	103,868,650	8,330,490
Total long-term liabilities	$ 282,752,530	$ 9,127,886	$ 291,880,416	$ 14,613,143	$ 33,558,807	$ 272,934,752	$ 30,434,436

Net pension liability and net other postemployment benefit obligations have typically been liquidated in the fund to which the employees are assigned. For governmental activities, most pension liability and postemployment benefit obligations have been liquidated in the general fund. Claims and judgment liabilities have typically been liquidated in the general fund and the self-insurance fund (an internal service fund). Compensated absences typically have been liquidated in the fund to which the employees are assigned. For governmental activities, most compensated absences liquidate in the general fund. For business-type activities, each major fund and transit have a significant share of the liquidations. The balances for compensated absences and claims and adjustments are adjusted to include all internal service fund balances in governmental activities. The City implemented Governmental Accounting Standards Board (GASB) Statement No. 87-Leases on July 1, 2021. This resulted in an increase in long-term liabilities of $8,501,877.

NOTE 7: LONG-TERM LIABILITIES (Continued)

General Obligation Bonds

The City held a special election on August 21, 2018. The electors of the City authorized the issuance of general obligation bonds to secure funds for the following purpose in the following amounts: Question 1 - $16.9 million to construct improvements to parks, including sport fields and other related facilities; Question 2 - $9.8 million to construct a new animal shelter facility and related improvement facilities; Question 3 - $6.2 million to construct a replacement fire station facility for Fire Station 3, including acquisition of necessary land; Question 4 - $2.7 million to construct and improve recreational walking, jogging, and biking trails including acquisition of necessary land.

In 2019, the City issued $18 million in General Obligation Bonds, Series 2019 with an average coupon rate of 4.41%. The proceeds of these bonds were used as follows: Question 1 - $6,491,090, Question 2 - $6,103,470, Question 3 - $4,156,980 and Question 4 - $1,248,460. The bonds require annual principal payments and semi-annual interest payments through August 1, 2030.

In 2020, the City issued $17.6 million in General Obligation Bonds, Series 2020 with an average coupon rate of 3.75%. The proceeds of these bonds were used as follows: Question 1 - $10,408,910, Question 2 - $3,696,530, Question 3 - $2,043,020 and Question 4 -$1,451,540. The bonds require annual principal payments and semi-annual interest payments through August 1, 2032.

The Constitution of the State of New Mexico limits the amount of general-purpose general obligation bonds that may be issued by a municipality to four percent of the taxable valuation of property located within the City limits. On June 30, 2022, assessed valuation is $2,745,278,819 for a maximum bonding capacity of $109,811,153. Total general obligation debt outstanding at year end was $22,510,000 with remaining debt capacity of $87,301,153.

General obligation bonds payable is as follows:

Type	Purpose	Original Date	Due Date	Issue	Balance Outstanding	Interest Rates %
General Obligation	Facilities and improve trails/parks	3/13/2019	2030	$ 18,000,000	$ 8,865,000	3-5
General Obligation	Facilities and improve trails/parks	9/24/2020	2032	$ 17,600,000	$ 13,645,000	2-5
				$ 35,600,000	$ 22,510,000	

Future debt service requirements for general obligation bonds is:

Year Ending June 30,	Principal	Interest	Total
2023	$ 4,295,000	$ 793,625	$ 5,088,625
2024	2,015,000	635,875	2,650,875
2025	2,015,000	535,125	2,550,125
2026	2,015,000	434,375	2,449,375
2027	2,015,000	333,625	2,348,625
2028-2033	10,155,000	631,425	10,786,425
	$ 22,510,000	$ 3,364,050	$ 25,874,050

NOTE 7: LONG-TERM LIABILITIES (Continued)

Description of Bonds

In 2012, State-shared Gross Receipts Revenue Bonds, Series 2011A were issued to fund street and facilities improvements and improve flood control. Series 2011A bonds are secured by state-shared gross receipts tax revenues through maturity. These pledged revenues were $46.9 million in 2022. Principal payments on the bonds for the current year for the Series A were $1,040,000. Interest payments were $78,725.

State-shared Gross Receipts Tax Revenue Bonds, Series 2014, were issued to fund roadway construction and facility construction and equipment. The bonds are secured through maturity by state-shared gross receipts tax revenues. Such revenues totaled $46.9 million in 2022. For the current year, principal and interest paid was $800,000 and $113,850, respectively.

In 2014, Municipal Gross Receipts Revenue Bonds, Series 2014A and 2014B were issued to fund street improvements and improve flood control. Series 2014A bonds are secured by certain future gross receipts tax through maturity. For the current year, such pledged revenues totaled $9.5 million. Series 2014B bonds are secured by certain future gross receipts tax through maturity. In fiscal year 2022, such pledged revenues totaled $9.5 million. Principal payments on the bonds for the current year for the Series A and Series B bonds were $450,000 and $150,000, respectively. Interest payments were $102,719 and $11,700, respectively.

The City issued $19,195,000 bond par amount in State-shared Gross Receipts Tax Refunding Bonds, Series 2015 to defease and refund the Series 2005 State-shared Gross Receipts tax bonds and pay the costs of issuance. The proceeds for the advance refunding were deposited in an irrevocable trust and the associated debt was defeased and subsequently called on June 1, 2015. The true interest cost on the new bond series is 2.73 percent with a final maturity of June 1, 2035. The net present value savings resulting from this refunding is $2,724,805. The difference in cash flow requirements to service the old debt of $29,526,983 and the cash flows to service the debt of $26,014,758 is $3,512,225. The bonds are secured through maturity by state-shared gross receipts tax revenues. Such revenues totaled $46.9 million in 2022. For the current year, principal and interest paid was $755,000 and $440,488, respectively.

In 2015, Hold Harmless Gross Receipts Revenue Bonds, Series 2015A and 2015B were issued to fund street and facility improvements and economic development projects. The Series 2015A and 2015B bonds are secured by certain future gross receipts tax through maturity. For the current year, such pledged revenues totaled $13.3 million. Principal payments on the bonds for the current year for the Series A and Series B bonds were $970,000 and $175,000, respectively. Interest payments were $631,525 and $120,379, respectively.

Taxable Subordinate Lien State-shared Gross Receipts Improvement Revenue Bonds, Series 2016 were issued to fund street and infrastructure improvements in the Metro Verde development area. The Series 2016 bonds are secured by a subordinate lien on certain future gross receipts tax through Maturity. For the current year, such pledged revenues totaled $46.9 million. The City expects to be reimbursed for costs of the project through the Metro Verde Voluntary Assessment District. Principal and interest payments on the bonds for the current year were $550,000 and $230,053, respectively.

NOTE 7: LONG-TERM LIABILITIES (Continued)

The City issued $5,000,000 bond par amount in Flood Control Municipal Gross Receipts Tax Bonds, Series 2016. The bonds were issued to fund various flood control projects within the City. The Series 2016 bonds are secured by the fifth one-quarter of one percent municipal gross receipts tax revenues. For fiscal year 2022, such pledged revenues totaled $9.5 million. Principal and interest payments on the Series 2016 bonds in the current year were $280,000 and $70,200, respectively.

In 2017, State-Shared Gross Receipts Tax Revenue Bonds, Series 2017 were issued to fund street and facility construction and improvement projects. The Series 2017 bonds are secured through maturity by state-shared gross receipts tax revenues. For the current year, such pledged revenues totaled $46.9 million. Principal and interest payments on the bonds in the current year were $645,000 and $219,300, respectively.

In 2018, the City issued $9.6 million in Hold Harmless Gross Receipts Revenue Bonds, Series 2018 in a private placement with the New Mexico Finance Authority. The proceeds of these bonds were used for the construction of a competitive pool enclosure. The Series 2018 bonds are secured by certain future gross receipts tax through maturity. For the current year, such pledged revenues totaled $13.3 million. Principal and interest payments on the bonds in the current year were $1,090,000 and $155,557 respectively.

Taxable Subordinate Lien State-shared Gross Receipts Improvement Revenue Bonds, Series 2019 were issued to fund street and infrastructure improvements in the Metro Verde development area. The Series 2019 bonds are secured by a subordinate lien on certain future gross receipts tax through Maturity. For the current year, such pledged revenues totaled $46.9 million. The City expects to be reimbursed for costs of the project through the Metro Verde Voluntary Assessment District. Principal and interest payments on the bonds for the current year were $540,000 and $225,282 respectively.

State-shared Gross Receipts Tax Revenue Bonds, Series 2020 with a bond par amount of $15,435,000 were issued to refund the 2010 Convention Center bonds and pay the costs of issuance. The proceeds for the refunding were deposited in an irrevocable trust and the associated bonds were defeased and subsequently called on June 1, 2020. The true interest cost on the new bonds series is 1.991 percent with a final maturity of June 1, 2039. The net present value savings resulting from this refunding is $4,279,605. The difference in cash flow requirements to service the old debt of $29,526,983 and the cash flows to service the refunding debt of $21,780,037 is $6,357,697. The bonds are secured through maturity by state-shared gross receipts tax and lodger's tax revenues. Such revenues totaled $51.3 million in 2022. For the current year, principal and interest paid was $560,000 and $552,056, respectively.

In 2020, the City issued $5.08 million in Municipal Gross Receipts Revenue Bonds, Series 2020A in a private placement with the New Mexico Finance Authority. The proceeds of these bonds were used to fund street improvements. The Series 2020A bonds are secured by certain future gross receipts tax through maturity. For the current year, such pledged revenues totaled $9.5 million. Principal and interest payments on the bonds for the current year were $1,130,000 and $63,070 respectively.

NOTE 7: LONG-TERM LIABILITIES (Continued)

State-shared Gross Receipts Revenue Bonds, Series 2020A and 2020B were issued in a private placement with the New Mexico Finance Authority in 2020. The proceeds of these bonds were issued to fund street, facilities improvements, and energy efficiency and water conservation improvements to City buildings and facilities. Series 2020A and 2020B bonds are secured by state-shared gross receipts tax revenues through maturity. These pledged revenues were $46.9 million in 2022. Principal payments on the Series A and Series B bonds for the current year were $345,000 and $105,000 respectively. Interest payments on Series A and Series B bonds for the current year were $357,000 and $298,500 respectively.

In the event of default, the holder or holders of not less than 25% in aggregate principal amount of the bonds may proceed against the City to protect and enforce their rights under the Bond Ordinances.

Debt Service Requirements

Tax revenue bonds payable by governmental activities are summarized as follows:

Type	Purpose	Original Date	Due Date	Issue	Balance Outstanding	Interest Rates %
Gross receipts tax revenue	Facilities and improve streets	7/19/2011	2023	9,640,000	1,100,000	3.0-4.0
Gross receipts tax revenue	Facilities and improve streets	7/29/2014	2026	10,000,000	3,345,000	2.0-4.0
Gross receipts tax revenue	Street improvement	7/29/2014	2028	8,000,000	2,805,000	2.0-4.0
Gross receipts tax revenue	Flood control	7/29/2014	2024	1,500,000	240,000	2.0-3.0
Gross receipts tax refunding	City Hall refunding	3/11/2015	2035	19,195,000	12,745,000	2.25-4.0
Gross receipts tax revenue	Facilities and improve streets	11/27/2015	2035	23,075,000	16,640,000	3.0-5.0
Gross receipts tax revenue	Economic Development	10/27/2015	2035	4,020,000	2,980,000	3.0-4.13
Gross receipts tax revenue	Streets in assessment district	4/5/2016	2031	8,585,000	5,970,000	3.1-3.75
Gross receipts tax revenue	Flood control	8/242016	2028	5,000,000	1,690,000	2.0-5.0
Gross receipts tax revenue	Facilities and improve streets	6/22/2017	2029	10,570,000	4,515,000	3.0-5.0
Gross receipts tax refunding	Convention center refunding	3/31/2020	2039	15,435,000	13,750,000	2.13-4.0
Total Bonds				115,020,000	65,780,000	
Gross receipts tax revenue	Pool cover	9/28/2018	2027	9,600,000	5,830,000	1.46-2.51
Gross receipts tax revenue	Streets in assessment district	9/27/2019	2035	8,870,000	8,330,000	2.14-2.89
Gross receipts tax revenue	Street improvement	6/5/2020	2033	5,080,000	3,335,000	1.02-2.06
Gross receipts tax revenue	Facilities improvement	6/29/2020	2032	7,190,000	6,795,000	5.00
Gross receipts tax revenue	Facilities improvement	6/29/2020	2040	6,750,000	6,645,000	3.0-5.0
Total Bonds form Direct Borrowings and Direct Placements				37,490,000	30,935,000	
				$ 152,510,000	$ 96,715,000	

NOTE 7: LONG-TERM LIABILITIES (Continued)

Future debt service requirements for governmental activities revenue bonds are:

	Bonds		Bonds from Direct Borrowings and Direct Placements		
Year Ending June 30,	Principal	Interest	Principal	Interest	Total
2023	$ 6,635,000	$ 2,315,294	$ 3,250,000	$ 1,031,430	$ 13,231,724
2024	5,665,000	2,062,819	2,810,000	961,554	11,499,373
2025	5,675,000	1,838,844	2,865,000	877,023	11,255,867
2026	5,610,000	1,621,881	2,930,000	788,457	10,950,338
2027	5,085,000	1,426,596	3,000,000	695,592	10,207,188
2028-2032	21,565,000	4,801,046	9,385,000	2,275,563	38,026,609
2033-2037	13,415,000	1,489,894	4,745,000	796,973	20,446,867
2038-2040	2,130,000	87,913	1,950,000	119,400	4,287,313
	$ 65,780,000	$ 15,644,287	$ 30,935,000	$ 7,545,992	$ 119,905,279

Defeased Bonds

During prior fiscal years, the City entered into various advance refunding transactions related to certain of its bonded debt. A portion of the proceeds of the refunding issues was placed in trust and used to purchase securities of the U.S. government and related agencies at various interest rates and maturities sufficient to meet all debt service requirements of the refunded debt. The assets are administered by trustees and are restricted for retirement of refunded debt. The liability for the refunded bonds and the related securities and escrow accounts are not included in the accompanying financial statements since the City defeased its obligation for the payment of the refunded debt upon completion of the refunding transactions.

As of June 30, 2022, no defeased bonds are outstanding.

Non-recourse (Conduit) Debt

The City has issued Industrial Revenue Bonds to provide financial assistance to private sector entities for the acquisition and construction of industrial and commercial facilities deemed to be in the public interest. The bonds are secured by the property financed and are obligated for repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements.

As of June 30, 2022, no Industrial Revenue bonds are outstanding.

Arbitrage

Under U.S. Treasury Department regulations, all governmental tax-exempt debt issued after August 31, 1986 is subject to arbitrage rebate requirements. The requirements stipulate, in general, that the earnings from the investment of tax-exempt bond proceeds, which exceed related interest expenditures on the bonds, must be remitted to the federal government on every fifth anniversary of each bond issue. The

NOTE 7: LONG-TERM LIABILITIES (Continued)

City periodically engages an independent consultant to determine whether the City has an arbitrage liability. No arbitrage liability is reported in the financial statements as of June 30, 2022.

Governmental Activities Notes Payable

Details of governmental activities notes payable are:

Type	Purpose	Original Date	Due Date	Original Issue	Outstanding	Interest Rates %
2010 NMFA Note	Griggs Walnut	1/18/2008	2032	1,478,799	832,186	2.00
2010 HUD Loan	Facilities	7/21/2010	2030	2,000,000	1,129,000	2.00
2014 NMFA Note	SCSWA projects	6/20/2014	2028	2,780,000	990,000	0.25-3.31
2014 NMFA Note	Fire apparatus	12/12/2014	2022	443,325	-	0.21-1.86
2016 NMFA Note	Various heavy equipment	2/24/2017	2023	3,203,527	533,478	1.05-2.05
2016 NMFA Note	Street improvements	6/9/2017	2030	5,115,000	2,090,000	0.94-2.59
2018 NMFA Note	Fire apparatus	7/27/2018	2025	1,419,664	644,785	1.48-2.21
2018 NMFA Note	Street heavy equipment	11/21/2018	2025	2,575,000	1,140,000	1.88-2.59
2020 NMFA Note	Flood improvements	6/5/2020	2032	3,580,000	2,340,000	1.02-2.37
				$ 22,595,315	$ 9,699,449	

The 2010 NMFA Griggs Walnut Plume note is secured by the 1995 environmental gross receipts tax revenues which totaled $2,341,551 in 2022. The 2010 HUD loan is secured by The Museum of Nature and Science property in the City. The 2014 SCSWA Projects loan is secured by the SCSWA operating revenues and City and County Environmental Gross Receipts taxes. The 2016 NMFA streets improvement is secured by the first 1/4% increment of the municipal gross receipts tax revenues which totaled $9.5 million in 2022. The 2018 Gas Tax loan is secured by gasoline tax revenues which totaled $1,787,817 in 2022. The 2018 NMFA fire apparatus loan is secured by the second 1/4% increment of the municipal gross receipts tax revenue which totaled $9.5 million in 2022. The 2020 NMFA flood control is secured by fifth 1/4% increment of the municipal gross receipts tax revenues which totaled $9.5 million in 2022.

The remaining notes payable in the table above are secured through maturity by the state-shared gross receipts tax which totaled $46.9 million in 2022.

Principal and interest paid on the outstanding notes in the current year was $2,515,191 and $269,327 respectively.

In the event of default, NMFA may take any action necessary to collect the payments then due and to become due or to enforce performance of any agreement of the City in the Loan Agreement or the Intercept Agreement. Intercept agreement allows NMFA to have the pledged revenues paid directly to them rather than the City.

NOTE 7: LONG-TERM LIABILITIES (Continued)

Debt Service Requirements

Future debt service requirements for governmental activities notes payable are:

	Notes from Direct Borrowings and Direct Placements		
Year Ending June 30,	Principal	Interest	Total
2023	$ 2,546,935	$ 224,007	$ 2,770,942
2024	1,369,312	175,737	1,545,049
2025	1,395,609	144,080	1,539,689
2026	804,652	110,393	915,045
2027	822,265	89,792	912,057
2028-2032	2,760,676	158,436	2,919,112
	$ 9,699,449	$ 902,444	$ 10,601,893

Joint Utility Revenue Bonds

In 2006, the City issued $17,575,000 in joint utility revenue bonds (Series 2006). Certain proceeds of this issuance were deposited in the Acquisition Fund and used to finance the acquisition, installation, and construction of water and wastewater capital improvements.

Additionally, certain proceeds were used to fund the Reserve Requirement and pay costs of issuance relating to these bonds.

On May 12, 2015, the City issued $16,895,000 of 2015 joint utility refunding bonds to defease the Series 2006 bonds. The total interest cost on the new bond is 2.4 percent with a final maturity of June 1, 2035. The gain from this refunding is $429,226 and the present value savings resulting from this refunding is $1,038,837. The difference in cash flow requirements to service the old debt of $15,746,075 and the cash flows to service the debt of $12,914,300 is $2,831,775.

On August 26, 2014, the City issued $7,125,000 of joint utility refunding revenue bonds (Series 2014A) to defease and refund the 2005 joint utility revenue bonds. Proceeds were deposited in an escrow fund that then paid the outstanding balance of the bonds on June 1, 2015. Certain other proceeds were used to fund a debt service reserve account and pay costs of issuance relating to these bonds. The average interest of the Series 2014A bonds is 3.42 percent. The City had a gain of $266,052 and obtained a net present value savings from this refunding of $529,520. The cash flows to service the refunding bonds is $985,728 less than the cash flows required to service the debt on the 2005 bonds.

The City issued $3.4 million in joint utility improvement revenue bonds (Series 2014B). The proceeds of these bonds were used to improve the City's joint utility system, fund a reserve account and pay costs of issuance relating to these bonds.

NOTE 7: LONG-TERM LIABILITIES (Continued)

In 2015, the City issued $16.9 million in joint utility refunding and improvement revenue bonds (Series 2015) to refund and defease $13.1 million of outstanding 2006 Series bonds. The proceeds were also used to improve the City's Joint Utility System, fund a standalone surety reserve, and pay all costs of issuance.

In 2015, the City issued $17.1 million in joint utility improvement revenue bonds (Series 2015A). The proceeds of these bonds were used to expand and improve the City's joint utility system and pay all issuance costs. The requirement for a reserve account was satisfied with surety bond insurance.

In 2016, the City issued $16.3 million in joint utility improvement revenue bonds (Series 2016). The proceeds of these bonds were used to expand and improve the City's joint utility system. The requirement for reserve account was satisfied with surety bond insurance.

In 2018, the City issued $22.2 million in joint utility improvement revenue bonds subordinate lien (Energy Performance Contract), Series 2018. The proceeds of these bonds were used to expand and improve the City's joint utility system and pay all issuance costs. The requirement for a reserve account was satisfied with surety bond insurance.

In 2020, the City issued $12,825,000 in joint utility refunding revenue bonds (Series 2020) to refund 2010 joint utility revenue bonds and expand and improve the City's joint utility system and pay all issuance costs. The requirement for a reserve account was satisfied with surety bond insurance. The total interest cost on the new bond is 1.09 percent with a final maturity of June 1, 2027. The gain from this refunding is $35,011 and the present value savings resulting from this refunding is $1,491,205. The difference in cash flow requirements to service the old debt of $18,794,531 and the cash flows to service the debt of $15,509,333 is $3,285,198.

In 2020, the City issued $19.3 million in joint utility improvement revenue bonds (Series 2020A and Series 2020B) in a private placement with the New Mexico Finance Authority. The proceeds of these bonds were used to expand and improve the City's joint utility system and pay all issuance costs. The requirement for a reserve account was satisfied with a surety bond insurance.

In the event of default, the holder or holders of not less than 25% in aggregate principal amount of the bonds may proceed against the City to protect and enforce their rights under the Bond Ordinance.

NOTE 7: LONG-TERM LIABILITIES (Continued)

Joint utility revenue bonds are summarized as follows as of June 30, 2022:

Purpose	Issue Date	Due Date	Original Issued	Outstanding	Interest Rates %
Series 2014 refunding bond	8/26/2014	2025	7,125,000	2,175,000	2.0-4.0
Series 2014B system improvement bond	8/26/2014	2034	3,425,000	2,320,000	3.0-5.0
Series 2015 refunding and rehabilitation bond	5/12/2014	2035	16,895,000	8,845,000	2.0-5.0
Series 2015A improvement bond	12/16/2015	2035	17,065,000	13,045,000	2.38-5.0
Series 2016 improvement revenue bond	10/19/2016	2036	16,375,000	12,825,000	2.13-5.0
Series 2018 improvement revenue bond	2/22/2018	2038	22,180,000	20,735,000	2.0-4.0
Series 2020 refunding bond	3/26/2020	2027	12,825,000	9,475,000	4.0-5.0
Total Bonds			95,890,000	69,420,000	
Series 2020A improvement bond	6/29/2020	2040	11,240,000	10,565,000	3.0-5.0
Series 2020B improvement bond	6/29/2020	2041	7,985,000	7,885,000	3.0-5.0
Total bonds from direct borrowing and direct placement			19,225,000	18,450,000	
Total joint utility revenue bonds			$ 115,115,000	$ 87,870,000	

Future debt service requirements for business-type activities joint utility revenue bonds are:

	Bonds		Bonds from Direct Borrowings and Direct Placement		
Year ending June 30,	Principal	Interest	Principal	Interest	Total
2023	$ 6,365,000	$ 2,593,782	$ 500,000	$ 815,600	$ 10,274,382
2024	6,590,000	2,306,132	540,000	790,600	10,226,732
2025	6,995,000	2,009,932	580,000	763,600	10,348,532
2026	6,295,000	1,717,982	625,000	734,600	9,372,582
2027	5,170,000	1,479,731	680,000	703,350	8,033,081
2028-2032	18,130,000	5,233,275	4,225,000	2,954,750	30,543,025
2033-2037	17,785,000	2,021,231	5,955,000	1,734,750	27,495,981
2038-2041	2,090,000	73,150	5,345,000	372,900	7,881,050
Total	$ 69,420,000	$ 17,435,214	$ 18,450,000	$ 8,870,150	$ 114,175,364

The 2014A, 2014B, and 2015 JU revenue bond ordinances provide that the net revenue of the City's joint utility systems shall be at least 125% of the maximum outstanding debt requirements for the utility system. These bonds are not a general obligation to the City but are payable and collectible solely out of the net revenues of the joint utility systems. Net revenue as defined in the bond ordinances means the revenue after deducting operation and maintenance expenses. Operation and maintenance expenses include all reasonable and necessary current expenses of the City, paid or accrued, for operating, maintaining, and repairing the system; and shall include, without limiting the generality of the foregoing, legal and overhead expenses of the various City departments directly related and reasonably allocable to the administration of the system, insurance premiums, the reasonable charge of depository banks and paying agents, contractual services, professional services required by this ordinance, salaries and administrative expenses, labor, and the cost of materials and supplies used for current operation; but shall

NOTE 7: LONG-TERM LIABILITIES (Continued)

not include any allowance for depreciation, payments in lieu of taxes, liabilities incurred by the City as a result of its negligence in the operation of the system, improvements, extension, enlargements or betterment, or any charges for the accumulation of reserves for capital replacements. The net revenue for the fiscal year ended June 30, 2022 exceeded the maximum annual debt service requirement. Bond reserve accounts have been established to accumulate funds where necessary.

The bond ordinances provide that any monies in any fund or account may be invested in any legal investment permitted by law, with the stipulation that investments of amounts in the escrow account will be made only in federal securities. The obligations so purchased as an investment of monies in a fund or account will be deemed at all times to be part of such fund or account, and the interest accruing thereon and any profit realized therefrom will be credited to the fund or account, and any loss resulting from each investment will be charged to the fund or account. The City Treasurer will present for redemption or sale on the prevailing market any obligations so purchased as an investment of monies in the fund or account whenever it will be necessary to do so in order to provide monies to meet any payment or transfer from such fund or account.

Bond covenants require reporting of the number of utility customers served, which were as follows for the year ended June 30, 2022:

	Water	Wastewater	Gas	Solid Waste
Residential	33,827	33,738	40,728	35,461
Commercial/other	4,744	3,637	3,242	2,822
Total	38,571	37,375	43,970	38,283

Business-type Activities Notes Payable

The notes payable for the business-type activities are paid from the net revenues of the utility system or from the net revenues of the Solid Waste system. City ordinance 1593, adopted by the City Council on December 18, 1996, provides authority for the City to issue additional debt with a parity lien on the pledged revenues of the utility system.

A comparison of the pledged revenues recognized during the year with the required debt service for the year is presented in the Pledged-Revenue Bond/Note Coverage Schedule located in the statistical section. In the event of default, the New Mexico Finance Authority may take any action necessary to collect the payments then due and to become due or to enforce performance of any agreement of the City in the Loan Agreement.

Details of business-type activities notes payable are:

Type	Purpose	Original Date	Due Date	Original Issued	Outstanding	Interest Rates %
2017 NMFA Note	Joint Utility Improvement	12/1/2017	2037	5,135,000	**4,125,000**	0.95-3.48
				$ 5,135,000	**$ 4,125,000**	

City of Las Cruces

Notes to Financial Statements
June 30, 2022

NOTE 7: LONG-TERM LIABILITIES (Continued)

Future debt service requirements for business-type activities notes payable are:

	Notes from Direct Borrowings and Direct Placements		
Year ending June 30	Principal	Interest	Total
2023	$ 235,000	$ 114,550	$ 349,550
2024	235,000	110,767	345,767
2025	240,000	106,654	346,654
2026	245,000	101,998	346,998
2027	250,000	96,927	346,927
2028-2032	1,345,000	386,542	1,731,542
2033-2037	1,575,000	164,171	1,739,171
	$ 4,125,000	$ 1,081,608	$ 5,206,608

Leases

As a result of the implementation of Governmental Accounting Standards Board (GASB) Statement No. 87-Leases, the City entered into leases for acquisition and use of land, buildings and equipment. The buildings and equipment are amortized over the lease term. The City uses an incremental interest rate for its lease calculations based on the lease term. The interest rate for a lease term of 1 year to 5 years is .5%, 5 years to 10 years is .75%, and over 10 years is 1.75%. For the current year, principal and interest paid was $626,009 and $144,399, respectively.

The future principal and interest payments for governmental leases activities are:

	Leases		
Year Ending June 30,	Principal	Interest	Total
2023	$ 576,703	$ 127,175	$ 703,878
2024	587,635	118,256	705,891
2025	392,887	76,472	469,359
2026	677,067	132,649	809,716
2027	536,585	90,665	627,250
2028-2032	2,825,455	308,052	3,133,507
2033-2037	2,032,575	72,913	2,105,488
2038-2042	83,406	17,436	100,842
2043-2047	83,410	10,337	93,747
2048-2052	72,780	2,822	75,602
	$ 7,868,502	$ 956,777	$ 8,825,279

NOTE 7: LONG-TERM LIABILITIES (Continued)

The future principal and interest payments for business-type leases activities are:

	Leases		
Year ending June 30	Principal	Interest	Total
2023	$ 72,669	$ 8,296	$ 80,965
2024	48,747	7,778	56,525
2025	39,595	7,319	46,914
2026	41,316	6,857	48,173
2027	43,054	6,375	49,428
2028-2032	144,667	25,231	169,898
2033-2037	70,431	18,544	88,975
2038-2042	85,653	11,760	97,413
2043-2047	62,814	4,132	66,946
2048-2052	8,590	1,783	10,373
2053-2057	9,591	990	10,581
2058-2061	6,249	175	6,424
	$ 633,375	$ 99,240	$ 732,615

NOTE 8: LANDFILL CLOSURE AND POST-CLOSURE CARE COST

State and federal laws and regulations require placement of a final cover on landfill sites and performance of certain maintenance and monitoring functions at the sites for thirty years after closure. Although closure and post-closure care costs will be paid only near or after the date that a landfill stops accepting waste, a portion of the closure and post closure costs are reported as an operating expense in each period based on landfill capacity used as of each balance sheet date.

The City's landfill closure and post-closure care liability as of the year ended June 30, 2022 is reported as $684,000. The liability reflects a decrease in the estimate of total closure and post-closure costs of $36,000 compared to fiscal year 2021. Actual closure and post-closure care costs may be higher due to inflation, changes in technology, or changes in regulations. The Foothills landfill is at 100% capacity and closed.

The City enacted a 1/16th cent environmental gross receipts tax (EGRT) that became effective January 1, 1995 to raise funds for environmental costs such as for landfill closure and post-closure care. The landfill closure was not funded from the EGRT fund during the year due to additional revenues from landfill charges and investment income.

NOTE 9: POLLUTION REMEDIATION OBLIGATION – CHANGE IN ACCOUNTING ESTIMATE

Certain property owned by the City has been declared a Superfund Site by the Environmental Protection Agency (EPA). The EPA has determined that the City is a responsible party along with Doña Ana County, which also owns part of the contaminated property. On April 20, 2005, the City and Doña Ana County established a memorandum of understanding for a Joint Superfund Project (JSP) to work collaboratively

NOTE 9: POLLUTION REMEDIATION OBLIGATION – CHANGE IN ACCOUNTING ESTIMATE (Continued)

with the EPA to complete the Remedial Investigation and Feasibility Study (RIFS) within the Superfund process. In December 2004, the JSP submitted a good-faith offer to the EPA for a Funding Agreement to achieve this objective. In April 2005, a negotiated funding agreement in the amount of $800,000, payable to the EPA to complete the RIFS, was signed. In October 2005, the EPA and its contractor began the remaining fieldwork, which was completed in fiscal year 2007. As a result of this study, the City accrued a liability of $6,890,106 to pay its share of the pollution remediation cost, as follows:

	Total Obligation	City's Portion
Capital assets	$ 5,151,978	$ 2,575,989
Operating costs	1,459,664	729,832
Completion costs	7,168,571	3,584,285
Total:	$ 13,780,213	$ 6,890,106

The City and County each received a $3.5 million construction drawdown loan from the New Mexico Finance Authority (NMFA) to cover some of the costs of the pollution remediation project. City project costs of $1,478,799 were funded using loan proceeds. The City repaid the loan using Environmental Gross Receipt Tax funds.

The City and County also received $243,000 for design and engineering in grant funds from the New Mexico Environment Department. Construction on the project completed and remediation operations began August 2012.

On January 4, 2018, the City received a Unilateral Administrative Order from the EPA. As of June 30, 2019, the City's outstanding pollution remediation obligation with this Order was estimated at $7,359,858, consisting of the EPA's unreimbursed past costs associated with the site. In civil case no. 2:17-cv-00809 JCH-GBW, a Consent Decree issued on July 30, 2020, reduced this obligation to $1,265,000 as of June 30, 2020. This consists of two payments: one for the EPA's past response costs in the amount of $1,140,000 and one as an initial payment for the EPA's future response costs in the amount of $125,000. Both payments were made in September 2020. The City and County are still liable to the EPA for future oversight costs not to exceed $144,000 per year.

The Consent Decree requires the City and County to perform the work set forth in the Unilateral Administrative Order. The Consent Decree also ordered the United States to pay the City and County $6,389,407 for the past and future response costs of the local government entities. The City and County were each entitled to half of the payment, which was received in August 2020.

In September 2021, the EPA billed the City $920,506 which includes: $800,000 for interim response costs, $83,531 for EPA and Department of Justice (DOJ) non-oversight costs, $10,972 for EPA oversight costs, and $26,003 for interest on the past response cost payment. The City paid this bill in early October 2021.

NOTE 9: POLLUTION REMEDIATION OBLIGATION – CHANGE IN ACCOUNTING ESTIMATE (Continued)

In September 2022, the EPA billed the City $81,766 for response costs incurred at the Superfund site between August 1, 2021 and July 31, 2022, including $44,119 for non-oversight costs and $37,647 for oversight costs. The City paid this bill in late September 2022.

The total liability for the Superfund as of June 30, 2022, was estimated at $11,253,137; half is the City's portion for $5,626,569. The estimate was provided by a consultant and is broken down as follows:

	Item Description		Total Cost
Projected Pre-Achievement Costs			
1	Normal annual groundwater monitoring event	$	600,000
2	Five year groundwater monitoring event		148,000
3	Additional extraction well		1,279,625
4	Raw water pipeline (from well to treatment)		1,630,900
5	Replace monitoring wells		1,065,600
6	Plug and abandon wells		31,644
7	EPA oversight costs (incl 5 year reviews)		558,990
8	Routine operating expenses		3,547,078
9	Pre-achievement annual remedial action reports		888,000
10	FLUTe replacement		-
11	Construction loan interest		1,128,300
Total pre-achievement expenses (assumes 12.5 yrs remaining)			10,878,137
Projected Post-Achievement Costs			
12	Normal annual groundwater monitoring event		300,000
13	Post-achievement annual remedial action reports		75,000
Total post achievement site expenses			375,000
Total project costs to end of post-achievement monitoring			11,253,137
City's Portion (50%)		**$**	**5,626,569**

The pollution remediation obligation is reported in long-term liabilities in the statement of net position (see Note 7). The pollution remediation obligation is an estimate and is subject to revision because of the price increases or reductions, changes in technology or changes in applicable laws or regulations. The City uses consultants periodically to evaluate the site and potential liability.

NOTE 10: DEFERRED COMPENSATION PLAN

The City offers its employees two deferred compensation plans created in accordance with Internal Revenue Service Code Section 457. The plans, available to all City employees, permit them to defer

NOTE 10: DEFERRED COMPENSATION PLAN (Continued)

taxation on a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency. All amounts of compensation deferred under the plan, all property and rights purchased with those amounts, and all income attributable to those amounts, property, or rights are solely the property and rights of the plan participants. The City has 798 active participants in the plan as of June 30, 2022.

City of Las Cruces employees who work 20 or more hours a week participate in a defined-benefit, contributory retirement plan through the Public Employees Retirement Act of the State of New Mexico, a cost-sharing multiple employer public employee retirement system administered by the Public Employees Retirement Association (PERA). Benefit provisions are established and may only be amended by state statute. Information pertaining to the actuarially computed present value of vested accumulated plan benefits and non-vested accumulated plan benefits, the plan's net position available for benefits and the assumed rate of return used in computing the present value, and ten year historical trend information presenting PERA's progress in accumulating sufficient assets to pay benefits when due is not available through individual government agencies participating in the plan. Actuarial pension data for the State of New Mexico, as employer, is provided at the state-wide level in a separately issued audit report of PERA. The report may be obtained by writing to PERA, PO Box 2123, 1120 Paseo de Peralta, Santa Fe, NM 88504-2323. Additional contact information is located at www.pera.state.nm.us.

NOTE 11: OTHER POST-EMPLOYMENT BENEFITS – STATE RETIREE HEALTH CARE PLAN

General Information about the OPEB

Plan description. Employees of the City of Las Cruces (the City) are provided with OPEB through the Retiree Health Care Fund (the Fund)—a cost-sharing multiple-employer defined benefit OPEB plan administered by the New Mexico Retiree Health Care Authority (NMRHCA). NMRHCA was formed February 13, 1990, under the New Mexico Retiree Health Care Act (the Act) of New Mexico Statutes Annotated, as amended (NMSA 1978), to administer the Fund under Section 10-7C-1-19 NMSA 1978. The Fund was created to provide comprehensive group health insurance coverage for individuals (and their spouses, dependents and surviving spouses) who have retired or will retire from public service in New Mexico.

NMRHCA is an independent agency of the State of New Mexico. The funds administered by NMRHCA are considered part of the State of New Mexico financial reporting entity and are OPEB trust funds of the State of New Mexico. NMRHCA's financial information is included with the financial presentation of the State of New Mexico.

Benefits provided. The Fund is a multiple employer cost sharing defined benefit healthcare plan that provides eligible retirees (including terminated employees who have accumulated benefits but are not yet receiving them), their spouses, dependents and surviving spouses and dependents with health insurance and prescription drug benefits consisting of a plan, or optional plans of benefits, that can be contributions to the Fund and by co-payments or out-of-pocket payments of eligible retirees.

NOTE 11: OTHER POST-EMPLOYMENT BENEFITS – STATE RETIREE HEALTH CARE PLAN (Continued)

Employees covered by benefit terms. At June 30, 2021, the Fund's measurement date, the following employees were covered by the benefit terms:

Plan membership	
Current retirees and surviving spouses	53,092
Inactive and eligible for deferred benefit	11,754
Current active members	92,484
	157,330
Active membership	
State general	18,691
State police and corrections	1,919
Municipal general	20,357
Municipal police	1,573
Municipal fire	756
Educational Retirement Board	49,188
	92,484

Contributions – Employer and employee contributions to the Fund total 3% for non-enhanced retirement plans and 3.75% of enhanced retirement plans of each participating employee's salary as required by Section 10-7C-15 NMSA 1978. The contributions are established by statute and are not based on an actuarial calculation. All employer and employee contributions are non-refundable under any circumstance, including termination of the employer's participation in the Fund. Contributions to the Fund from the City were $1,625,695 for the year ended June 30, 2022.

OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

At June 30, 2022, the City and its related custodial funds reported a proportionate share of the net OPEB liability as shown in the following table:

	Proportional Share of OPEB Liability
City of Las Cruces (CLC)	$ 49,277,227
Animal Services Center of the Mesilla Valley (ASCMV)	574,408
Mesilla Valley Regional Dispatch Authority (MVRDA)	1,292,437
South Central Solid Waste Authority (SCSWA)	1,833,192
Amounts Reported on NMRHCA Report June 30, 2021	$ 52,977,264

NOTE 11: OTHER POST-EMPLOYMENT BENEFITS – STATE RETIREE HEALTH CARE PLAN (Continued)

The net OPEB liability was measured as of June 30, 2021, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of June 30, 2021. The City's proportion of the net OPEB liability was based on actual contributions provided to the Fund for the year ending June 30, 2021. At June 30, 2021, the City's proportion was 1.61008%.

For the year ended June 30, 2022, the City and its related custodial funds recognized OPEB revenue as follows:

	Proportional Share of OPEB Expense (Revenue)
CLC	$ (5,252,959)
ASCMV	(61,232)
MVRDA	(137,774)
SCSWA	(195,419)
Amounts Reported on NMRCHA Report June 30, 2021	$ (5,647,384)
Adjustments to OPEB Expense as part of recognizing total OPEB Liability:	
CLC	$ (1,175,976)
ASCMV	50
MVRDA	112
SCSWA	159
Total OPEB Expense (Revenue) Recognized by CLC as adjusted	$ (6,823,039)

At June 30, 2022 the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

NOTE 11: OTHER POST-EMPLOYMENT BENEFITS – STATE RETIREE HEALTH CARE PLAN (Continued)

ASCMV:

		Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$	15,336	118,465
Net difference between projected and actual earning on pension plan investments		-	21,292
Changes in assumptions		209,989	268,558
Changes in proportion and differences between Employer contributions and proportionate share of contributions		82,888	68,463
City's contributions subsequent to the measurement date		17,627	-
Total	$	**325,840**	**476,778**

MVRDA:

		Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$	20,611	206,943
Net difference between projected and actual earning on pension plan investments		-	37,195
Changes in assumptions		282,222	469,135
Changes in proportion and differences between Employer contributions and proportionate share of contributions		111,398	119,596
City's contributions subsequent to the measurement date		39,661	-
Total	$	**453,892**	**832,869**

NOTE 11: OTHER POST-EMPLOYMENT BENEFITS – STATE RETIREE HEALTH CARE PLAN (Continued)

SCSWA:

		Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$	32,547	293,049
Net difference between projected and actual earning on pension plan investments		-	52,672
Changes in assumptions		445,663	664,336
Changes in proportion and differences between Employer contributions and proportionate share of contributions		175,913	169,357
City's contributions subsequent to the measurement date		56,255	-
Total	$	**710,378**	**1,179,414**

City of Las Cruces:

		Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$	706,103	7,830,315
Net difference between projected and actual earning on pension plan investments		-	1,407,389
Changes in assumptions		9,668,665	17,751,130
Changes in proportion and differences between Employer contributions and proportionate share of contributions		3,816,440	4,525,243
City's contributions subsequent to the measurement date		1,512,152	-
Total	$	**15,703,360**	**31,514,077**

NOTE 11: OTHER POST-EMPLOYMENT BENEFITS – STATE RETIREE HEALTH CARE PLAN (Continued)

Total:

		Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$	774,597	8,448,772
Net difference between projected and actual earning on pension plan investments		-	1,518,548
Changes in assumptions		10,606,539	19,153,159
Changes in proportion and differences between Employer contributions and proportionate share of contributions		4,186,639	4,882,659
City's contributions subsequent to the measurement date		1,625,695	-
Total	$	**17,193,470**	**34,003,138**

Deferred outflows of resources totaling $1,625,695 represent the City's contributions to the Fund made subsequent to the measurement date and will be recognized as a reduction of net OPEB liability in the year ending June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized in OPEB expense (revenue) as follows:

Year ended June 30:		ASCMV	MVRDA	SCSWA	City of Las Cruces
2023	$	(74,712)	(178,450)	(213,406)	(7,023,029)
2024		(45,845)	(109,500)	(130,949)	(4,309,444)
2025		(27,803)	(66,407)	(79,415)	(2,613,485)
2026		(14,699)	(35,109)	(41,987)	(1,381,744)
2027		(20,843)	(49,782)	(59,534)	(1,959,220)
Total	$	(183,902)	(439,248)	(525,291)	(17,286,922)

NOTE 11: OTHER POST-EMPLOYMENT BENEFITS – STATE RETIREE HEALTH CARE PLAN (Continued)

***Actuarial assumptions*.** The total OPEB liability was determined by an actuarial valuation as of June 30, 2021, using the following actuarial assumptions:

Valuation date	June 30, 2021
Actuarial cost method	Entry age normal, level percent of pay, calculated on individual employee basis
Asset valuation method	Market value of assets
Inflation	2.30% for ERB members; 2.50% for PERA members
Projected payroll increases	3.25% to 13.00%, based on years of service, including inflation
Investment rate of return	7.00%, net of OPEB plan investment expense and margin for adverse deviation including inflation
Health care cost trend rate	8% graded down to 4.5% over 14 years for Non-Medicare medical plan costs and 7.5% graded down to 4.5% over 12 years for Medicare medical plan costs
Mortality	ERB members: 2020 GRS Southwest Region Teacher Mortality Table, set back one year (and scaled at 95% for males). Generational mortality improvements in accordance with the Ultimate MP scales are projected from the year 2020. PERA members: Headcount-Weighted RP-2014 Blue Collar Annuitant Mortality, set forward one year for females, projected generationally with Scale MP-2017 times 60%.

***Rate of Return*.** The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which the expected future real rates of return (net of investment fees and inflation) are developed for each major asset class. These returns are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage, adding expected inflation, and subtracting expected investment expenses and a risk margin. The target allocation and projected arithmetic real rates of return for each major asset class, after deducting inflation, but before investment expenses, used in the derivation of the long-term expected investment rate of return assumptions.

NOTE 11: OTHER POST-EMPLOYMENT BENEFITS – STATE RETIREE HEALTH CARE PLAN (Continued)

The best estimates for the long-term expected rate of return is summarized as follows:

Asset Class	Long-Term Rate of Return
U.S. core fixed income	0.4%
U.S. equity – large cap	6.6%
Non U.S. – emerging markets	9.2%
Non U.S. – developed equities	7.3%
Private equity	10.6%
Credit and structured finance	3.1%
Real estate	3.7%
Absolute return	2.5%
U.S. equity – small/mid cap	6.6%

***Discount Rate*.** The discount rate used to measure the Fund's total OPEB liability is 3.62% as of June 30, 2021. The projection of cash flows used to determine the discount rate assumed that employer contributions will be made at rates proportional to the actuary determined contribution rates. For this purpose, employer contributions that are intended to fund benefits of current plan members and their beneficiaries are included. Projected employer contributions that are intended to fund the service costs for future plan members and their beneficiaries are not included. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all projected future benefit payments for current plan members through the fiscal year ending June 30, 2052. Thus, the 7.00% discount rate was used to calculate the net OPEB liability through 2052. The index rate for 20-year, tax exempt general obligation municipal bonds with an average rating of AA/Aa or higher was used beyond 2052, resulting in a blended discount rate of 3.62%.

Sensitivity of the net OPEB liability to changes in the discount rate and healthcare cost trend rates. The following presents the net OPEB liability of the City, as well as what the City's net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.62 percent) or 1-percentage-point higher (4.62 percent) than the current discount rate:

NOTE 11: OTHER POST-EMPLOYMENT BENEFITS – STATE RETIREE HEALTH CARE PLAN (Continued)

	1% Decrease (2.62%)	Current Discount Rate (3.62%)	1% Increase (4.62%)
ASCMV	$ 721,730	574,408	459,807
MVRDA	1,623,917	1,292,437	1,034,582
SCSWA	2,303,363	1,833,192	1,467,451
City of Las Cruces	61,915,684	49,277,227	39,445,894
As Reported by NMRHCA	$ 66,564,694	52,977,264	42,407,734

The following presents the net OPEB liability of the City, as well as what the City's net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	1% Decrease	Current Discount Rate	1% Increase
ASCMV	$ 462,009	574,408	664,923
MVRDA	1,039,536	1,292,437	1,496,098
SCSWA	1,474,477	1,833,192	2,122,065
City of Las Cruces	39,634,765	49,277,227	57,042,303
As Reported by NMRHCA	$ 42,610,787	52,977,264	61,325,389

OPEB plan fiduciary net position. Detailed information about the OPEB plan's fiduciary net position is available in NMRHCA's audited financial statements for the year ended June 30, 2021.

Payable Changes in the Net OPEB Liability. At June 30, 2022, the City did not have a payable due to NMRHCA for the year ended June 30, 2022.

NOTE 12: MULTIPLE-EMPLOYER COST SHARING PENSION PLANS

General Information about the Pension Plan

Plan Description

Public Employees Retirement Fund is a cost-sharing, multiple employers defined benefit pension plan. This fund has six divisions of members, including State General, State Police/Adult Correction Officers, Municipal General, Municipal Police/Detention Officers, Municipal fire, and State Legislative Divisions, and offers 24 different types of coverage within the PERA plan. All assets accumulated may be used to pay benefits, including refunds of member contributions, to any of the plan members or beneficiaries, as defined by the terms of this plan. Certain coverage plans are only applicable to a specific division. Eligibility for membership in the Public Employees Retirement Fund is set forth in the Public Employees Retirement Act (Chapter 10, Article 11, NMSA 1978). Except as provided for in the Volunteer Firefighters Retirement Act (10-11A-1 to 10-11A-7, NMSA 1978), the Judicial Retirement Act (10-12B-1 to 10-12B-19,

NOTE 12: MULTIPLE-EMPLOYER COST SHARING PENSION PLANS (Continued)

NMSA 1978), the Magistrate Retirement Act (10-12C-1 to 10-12C-18, NMSA 1978), and the Educational Retirement Act (Chapter 22, Article 11, NMSA 1978), each employee and elected official of every affiliated public employer is required to be a member in the PERA Fund, unless specifically excluded.

Benefits Provided - Benefits are generally available at age 65 with five or more years of service or after 25 years of service regardless of age for TIER I members. Provisions also exist for retirement between ages 60 and 65, with varying amounts of service required. Certain police and fire members may retire at any age with 20 or more years of service for Tier I members. Generally, the amount of retirement pension is based on final average salary, which is defined under Tier I as the average of salary for the 36 consecutive months of credited service producing the largest average; credited service; and the pension factor of the applicable coverage plan. Monthly benefits vary depending upon the plan under which the member qualifies, ranging from 2% to 3.5% of the member's final average salary per year of service. The maximum benefit that can be paid to a retiree may not exceed a range of 60% to 90% of the final average salary, depending on the division. Benefits for duty and non-duty death and disability and for post-retirement survivor's annuities are also available.

Tier II
The retirement age and service credit requirements for normal retirement for PERA state and municipal general members hired increased effective July 1, 2013 with the passage of Senate Bill 27 in the 2013 Legislative Session. Under the new requirements (Tier II),general members are eligible to retire at any age if the member has at least eight years of service credit and the sum of the member's age and service credit equals at least 85 or at age 67 with 8 or more years of service credit. Under Tier II, police, and firefighters in Plans 3, 4 and 5 are eligible to retire at any age with 25 or more years of service credit. State police and adult correctional officers, peace officers and municipal juvenile detention officers will remain in 25-year retirement plans, however, service credit will no longer be enhanced by 20%. All public safety members in Tier II may retire at age 60 with 6 or more years of service credit. Generally, under Tier II pension factors were reduced by .5%, employee Contribution increased 1.5% and effective July 1, 2014 employer contributions were raised .05 percent. The computation of final average salary increased as the average of salary for 60 consecutive months.

Contributions – see PERA's Comprehensive Annual Financial Report for Contribution Provided Description.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions –

At June 30, 2022, the City of Las Cruces reported a liability of $125,708,342 for its proportional share of the net pension liability. The proportional share of net pension liability is reported in three divisions, General Municipal, Police, and Fire. The CLC excludes from the General Municipal division amounts attributed to Fiduciary entities and reported in their separate Annual Comprehensive Financial Reports for the South Central Solid Waste Authority and for the Mesilla Valley Regional Dispatch Authority. Provided below is a breakdown of the proportional share of net pension liability as reported by the CLC:

NOTE 12: MULTIPLE-EMPLOYER COST SHARING PENSION PLANS (Continued)

	General Municipal Division	Police Division	Fire Division	Total NPL
Proportional Share of Net Pension Liability (NPL) for:				
Mesilla Valley Regional Dispatch Authority (MVRDA)	$ 1,428,776	-	-	1,428,776
South Central Solid Waste Authority (SCSWA)	4,663,325	-	-	4,663,325
City of Las Cruces	53,845,311	22,775,827	42,995,103	119,616,241
Total Net Pension Liability Reported by CLC at June 30, 2022	59,937,412	22,775,827	42,995,103	125,708,342
Amounts Presented on PERA Report June 30, 2021	$ 59,937,412	22,775,827	42,995,103	125,708,342

The net pension liability was measured as of June 30, 2021, and the total pension liability was rolled-forward from the valuation date to the plan year ending June 30, 2021 using generally accepted actuarial principles. Therefore, the employers portion was established as of the measurement date of June 30, 2021. There were no significant events or changes in benefit provision that required an adjustment to the roll-forward liabilities as of June 30, 2021. The City of Las Cruces/ proportion of the net pension liability was based on a projection of the City of Las Cruces' long-term share of contributions to the pension plan relative to the projected contributions of all participating entities, actuarially determined. At June 30, 2021, the City of Las Cruces' General Municipal division proportion was 5.3199%, Police division proportion was 4.4040%, and Fire division proportion was 7.0829%. Respectively these represent an increase of .0678%, a decrease of .2273%, and an increase of .1636% from the proportions measured as of June 30, 2020.

For the year ended June 30, 2022, the City of Las Cruces recognized pension expense of $4,937,931. Similar to the proportional share of net liability, pension expense is also reported in the same three divisions and the General Municipal division excludes amounts attributed to Fiduciary entities and reported in their separate Annual Comprehensive Financial Reports for the South Central Solid Waste Authority and for the Mesilla Valley Regional Dispatch Authority. A breakdown of pension expense as reported by CLC is provided below:

City of Las Cruces

Notes to Financial Statements
June 30, 2022

NOTE 12: MULTIPLE-EMPLOYER COST SHARING PENSION PLANS (Continued)

	General Municipal Division	Police Division	Fire Division	Total Pension Expense
MVRDA Proportional Share of Pension Expense	$ 164,271	-	-	164,271
SCSWA Proportional Share of Pension Expense	536,157	-	-	536,157
City of Las Cruces Proportional Share of Pension Expense	5,869,885	2,262,900	5,619,861	13,752,646
Total Pension Expense Reported in PERA report dated June 30, 2021	6,570,313	2,262,900	5,619,861	14,453,074
Adjustments to Pension Expense as part of Recognizing Total Net Pension Liability – MVRDA	(129,024)	-	-	(129,024)
Adjustments to Pension Expense as part of Recognizing Total Net Pension Liability – SCSWA	(347,038)	-	-	(347,038)
Adjustments to Pension Expense as part of Recognizing Total Net Pension Liability – City of Las Cruces	(9,365,182)	-	-	(9,365,182)
Total Pension Expense/(Income) Recognized in total by the City of Las Cruces as adjusted to recognize Net Pension Liability for period ended June 30, 2022	$ (3,270,931)	2,262,900	5,619,861	4,611,830

At June 30, 2021, the City of Las Cruces reported deferred outflows of resources (DO) and deferred inflows of resources (DI) related to pensions from the following sources:

General Municipal Fund Division - Proportional Share of Deferred Outflows (DO) and Inflows (DI) of Resouces:

	MVRDA		SCSWA		City of Las Cruces		General Municipal Division	
	DO	DI	DO	DI	DO	DI	DO	DI
Changes of Assumptions	2,127	-	4,182	-	13,399	-	19,708	-
Differences between expected and actual experience	161,061	3,860	316,639	12,637	1,014,353	188,709	1,492,053	205,206
Net difference between projected and actual earnings on pension plan	-	463,302	-	1,516,866	-	22,650,667	-	24,630,835
Changes in proportion and differences between Employer contributions and proportionate share of contributions	236,423	21	464,799	71	1,488,985	1,068	2,190,207	1,160
City of Las Cruces contributions subsequent to the measurement date	125,475	-	335,456	-	4,656,629	-	5,117,560	-
Total	525,086	467,183	1,121,076	1,529,574	7,173,366	22,840,444	8,819,528	24,837,201

All Divisions - Schedules of Deferred Outflows (DO) and Inflows (DI) of Resources:

	Municipal		Police		Fire		Total	
	DO	DI	DO	DI	DO	DI	DO	DI
Changes of Assumptions	19,708	-	8,868	-	6,357	-	34,933	-
Differences between expected and actual experience	1,492,053	205,206	1,721,890	-	644,172	59,673	3,858,115	264,879
Net difference between projected and actual earnings on pension plan investments	-	24,630,835	-	8,255,935	-	6,277,504	-	39,164,274
Changes in proportion and differences between Employer contributions and proportionate share of contributions	2,190,207	1,160	43	1,691,939	1,346,428	-	3,536,678	1,693,099
City of Las Cruces contributions subsequent to the measurement date	5,117,560	-	2,101,615	-	2,309,863	-	9,529,038	-
Total	8,819,528	24,837,201	3,832,416	9,947,874	4,306,820	6,337,177	16,958,764	41,122,252

NOTE 12: MULTIPLE-EMPLOYER COST SHARING PENSION PLANS (Continued)

$9,529,038 reported as deferred outflows of resources related to pensions resulting from The City of Las Cruces' contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2023. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30:	MVRDA	SCSWA	City of Las Cruces	General Municipal Division
2023	$ (6,527)	(71,866)	(1,963,278)	(2,041,672)
2024	(12,349)	(135,962)	(3,714,291)	(3,862,603)
2025	(16,381)	(180,358)	(4,927,110)	(5,123,850)
2026	(32,314)	(355,767)	(9,719,027)	(10,107,108)

Year Ended June 30:	Municipal	Police	Fire	Total
2023	$ (2,041,672)	(1,367,635)	(30,530)	(3,439,837)
2024	(3,862,603)	(1,576,469)	(598,600)	(6,037,672)
2025	(5,123,850)	(1,906,285)	(1,146,875)	(8,177,010)
2026	(10,107,108)	(3,366,684)	(2,564,215)	(16,038,007)

Actuarial assumptions. The total pension liability in the June 30, 2020 actuarial valuation was determined using the following significant actuarial assumptions, applied to all periods included in the measurement:

PERA FUND	
Actuarial Valuation Date	June 30, 2020
Actuarial Cost Method	Entry Age Normal
Amortization Period	Level Percentage of Pay
Asset Valuation Method	Solved for based on statutory rates
Actuarial Assumptions:	
Investment Rate of Return	7.25% annual rate, net of investment expense
Projected benefit payment	100 years
Payroll Growth	3.00%
Projected Salary increases	3.25% to 13.50% annual rate
Includes Inflation at	2.50%
	2.75% all other years
Mortality Assumption	The mortality assumptions are based on the RPH-2014 Blue Collar mortality table with female ages set forward one year. Future improvement in mortality rates is assumed using 60% of the MP-2017 projection scale generational. For non-public safety groups, 25% of in-service deaths are assumed to be duty related and 35% are assumed to be duty-related for public safety groups..
Experience Study Dates	July 1, 2008 to June 30, 2017 (demographic) and July 1, 2013 through June 30, 2017 (economic)

NOTE 12: MULTIPLE-EMPLOYER COST SHARING PENSION PLANS (Continued)

The total pension liability, net pension liability, and certain sensitivity information are based on actuarial valuation performed as of June 30, 2020. The total pension liability was rolled forward from the valuation date to the plan year ended June 30, 2021. These assumptions were adopted by the Board use in the June 30, 2021 actuarial valuation.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

ALL FUNDS - Asset Class	**Target Allocation**	**Long-Term Expected Real Rate of Return**
Global Equity	35.50%	5.90%
Risk Reduction & Mitigation	19.50%	1.00%
Credit Oriented Fixed Income	15.00%	4.20%
Real Assets to include Real Estate Equity	20.00%	6.00%
Multi-Risk Allocation	10.00%	6.40%
Total	100.0%	

Discount rate. A single discount rate of 7.25% was used to measure the total pension liability as of June 30, 2021. This single discount rate was based on a long-term expected rate of return on pension plan investments of 7.25%, compounded annually, net of expense. Based on the stated assumptions and the projection of cash flows, the plan's fiduciary net position and future contributions were projected to be available to finance all projected future benefit payments of current plan members, Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

The projections of cash flows used to determine this single discount rate assumed that plan member and employer contributions will be made at the current statutory levels.

Sensitivity of the City of Las Cruces proportionate share of the net pension liability to changes in the discount rate. The following presents the City of Las Cruces' proportionate share of the net pension liability calculated using the discount rate of 7.25 percent, as well as what the City of Las Cruces' proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.25 percent) or 1-percentage-point higher (8.25 percent) than the current rate:

NOTE 12: MULTIPLE-EMPLOYER COST SHARING PENSION PLANS (Continued)

	1% Decrease (6.25%)	Current Discount Rate (7.25%)	1% Increase (8.25%)
MVRDA	2,562,908	1,428,776	487,979
SCSWA	8,364,979	4,663,325	1,592,695
City of Las Cruces	96,586,636	53,845,311	18,390,123
General Municipal Division	107,514,523	59,937,412	20,470,797
Police Division	39,874,360	22,775,827	8,783,555
Fire Division	59,353,672	42,995,103	29,550,658
Total All Divisions	206,742,555	125,708,342	58,805,010

Pension plan fiduciary net position. Detailed information about the pension plan's fiduciary net position is available in the separately issued PERA's financial report. The report is available at https://www.nmpera.org/for-employers/gasb-information/.

NOTE 13: RISK MANAGEMENT

The City is exposed to various risks of loss related to torts and civil rights claims (including law enforcement and employment related exposures); theft, damage, and destruction of its real and personal assets; workers' compensation losses; errors and omissions of City officers and officials; and natural disasters. The City uses the insurance fund (an internal service fund) to account for and finance its uninsured risks of loss. At various periods in past years, certain risk exposures were insured, and the City continues to benefit from case coverage on claims that were incurred during those claim years. As of fiscal year, 2016 Employee healthcare benefits and premiums were moved from the General Fund to the internal services funds which is the direct cause for increase in the amount reported for Health Programs.

The insurance fund tracks claim on a fund-by-fund basis and assesses charges to each fund based on historical claims experience and the need to establish a reserve for unanticipated catastrophic losses. The claims liabilities reported in the insurance fund are based on the requirements of Governmental Accounting Standards Board Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated.

The risk of loss associated with actions of employees resulting in damage to persons or property of others is subject to limitations of the New Mexico State Tort Claims Act. The self-insurance fund uses excess worker's compensation insurance agreements to reduce its exposure to large losses from employee on-the-job injuries. Excess insurance permits recovery of a portion of losses from the excess insurer, although it does not discharge the primary liability of the fund as direct insurer of the risks.

Self-insurance premiums and program costs (claims, fees, and transfers from other funds, less reimbursed expenses) were:

	Program Costs (Benefits)	Premiums
Health Program	$ 6,992,347	$ (6,807,852)
Workers Compensation	-	(319,624)
Liability Insurance	2,772,736	-
Unemployment Insurance	-	(35,000)
Total	$ 9,765,083	$ (7,162,476)

NOTE 13: RISK MANAGEMENT (Continued)

Changes in the insurance fund's estimated liability for insurance claims were:

Claims liabilities, beginning of year	$	6,382,242
Current year claims and changes in estimates		9,765,083
Payment of claims liabilities		(8,514,298)
Claim liabilities, end of year	$	7,633,026

NOTE 14: DEVELOPMENT IMPACT FEES

Development impact fee activity for the year ended June 30, 2022 is shown below. Unspent fees collected in previous years can be netted with overspent fees and are available for expenditure in the current fiscal year.

Parks Impact Fees		
Impact Fees Collected	$	1,718,155
Investment Income		(95,154)
Expenditures		(1,784,379)
Transfers In (Out)		-
Net Parks Impact Fees	$	(161,378)
Public Safety Impact Fees		
Impact Fees Collected	$	693,128
Investment Income		(8,365)
Expenditures		-
Transfers In (Out)		(694,607)
Net Public Safety Impact Fees	$	(9,844)
Water Impact Fees		
Impact Fees Collected	$	1,181,030
Investment Income		9,425
Expenses		(884,631)
Transfers In (Out)		-
Net Water Impact Fees	$	305,824
Wastewater Impact Fees		
Impact Fees Collected	$	2,705,022
Investment Income		11,357
Expenses		(1,293,916)
Transfers In (Out)		-
Net Wastewater Impact Fees	$	1,422,464
Total Impact Fees		
Collections	$	6,297,335
Investment Income		(82,737)
Expenditures		(3,962,925)
Transfers In (Out)		(694,607)
Net Impact Fees	$	1,557,066

City of Las Cruces

Notes to Financial Statements
June 30, 2022

NOTE 15: TELSHOR FACILITY FUND

The purpose of this fund is to account for the receipt of proceeds from a lease of Memorial Medical Center. Funds must be used for health care services in the city. The lease with Memorial Medical Center, Inc. (MMCI) was approved by Ordinance 1655 in 1998.

On October 18, 2004, City Council adopted Resolution No. 05-128; restricting the use of the lease proceeds to fund health-related programs and health-related capital projects, the proceeds of such lease are reported in a special revenue fund (Telshor Facility Fund). The net proceeds for the city were $26,083,373.

City Council placed a moratorium on spending from the fund on October 15, 2007, per Resolution No. 08-112. Per City Council request, the resolution defined health-related public services so that the Telshor Facility Fund will be able to meet various health and human service needs. Health-related public services support the continued physical, mental, developmental, emotional and social well-being, safety, and housing needs of City of Las Cruces residents; and to improve the lives of sick, indigent, or low-income people of the City of Las Cruces.

On March 13, 2019, the city received $4,199,501 as final distribution from the escrow funds. The total corpus of the fund was $30,282,874.

Every allocation from the Telshor fund is approved by City Council. Some examples of what has been allocated and types of allocations are as follows:

FY22 & Prior Allocations:

Program		**Amounts**
Community of Hope Expansion	$	1,155,000
Casa de Peregrinos Expansion		5,070,000
La Piñon building purchase Loan		1,200,000
Families & Youth Emergency Youth Shelter		361,000
Mano y Mano Program		1,445,000
Affordable Housing & Impact Fee Waivers		577,600
Total	$	9,808,600

FY23 Adopted Allocations:

Program		**Amount**
Fire – MIH/CIT & Explorer Program	$	1,727,836
Transit – (7) Electric Bus Match		870,618
Health Complex Feasibility Study		200,000
Lift Up Las Cruces		278,590
Police Athletic League (PAL)		104,068
Total	$	3,181,112

NOTE 15: TELSHOR FACILITY FUND (Continued)

The Telshor Fund also paid for other health-related services such as Asylum Seekers $1,075,000 (humanitarian assistance) and COVID-19 $3,837,500 (emergency response). Council allocated annually $300,000 for FY09 – FY18; $400,000 for FY19 – FY22; $600,000 for FY23 - FY26; to fund health-related public services.

NOTE 16: LAS CRUCES CONVENTION CENTER

In 2008, the City began construction of the Las Cruces Convention Center. Construction and furnishing the convention center was completed in December 2010, with the grand opening in January 2011. The City retains ownership of all the furnishings, equipment, and the convention center facility.

On July 1, 2019, SMG was awarded the management contract for the convention center. On October 1, 2019, SMG merged with ASM Global. SMG is a subsidiary company under ASM Global and will remain the management company for the convention center. On July 1, 2021, the City and SMG entered an amended agreement extending the contract for an amount of time equal to the closure of the Las Cruces Convention Center due to the COVID-19 pandemic closures. No other changes or amendments were made to the original contract.

In FY19, an annual operating budget was prepared by SMG and provided to the City. The operating budget included a projection of operating revenues and expenses for the fiscal year. The annual budget was subject to the review and approval by the City. The City agreed to provide a one-time facility operating fee to establish a minimum balance of $50,000 for the operating account as part of the initial risk and expense associated with the transitioning of management responsibilities. During FY22, the City paid $150,000 to restore the minimum balance to SMG's operating account over three separate transactions when the account balance fell below the $50,000 minimum balance required. Due to public health orders and restrictions, the convention center was unable to operate at full capacity. SMG is currently rebooking lost business and soliciting new business to increase revenues. In order to utilize energy incentives relating to the installation of solar panels, the City must and does pay the electric bills directly. The expenditures totaled $41,852.06 in FY22. In FY22, the City paid SMG a total of $68,750, split between the regular operating expense account and an expense account for the At-Risk Convention Center Grant received by the City. Although the expense reports list a total of $135,548, it was recently brought to the attention of SMG that their account for Management Fees was being incorrectly applied to invoices from SMG for Promoters Liability, 401K, Benefit Trust etc. for FY22. These accounts have since been corrected and are being processed as part of SMG's audit. Corrected amounts will be reflected in the FY22 audited annual financial statements.

SMG maintained independent records, in accordance with generally accepted accounting principles, of the operations and maintenance of the convention center. The City had the right to audit the records. Additionally, SMG provided monthly financial statements to the City, and a copy of their audited annual financial statements. The City will receive a copy of the FY22 audited annual financial statements by the end of November 2022.

City of Las Cruces

Notes to Financial Statements
June 30, 2022

NOTE 17: MAJOR CONSTRUCTION COMMITMENTS

Government Fund:

Project	Fund	Contract Amount	Spent to Date	Commitment Remaining	Source of Payment
Government					
Amador Health Center Dental Clinic	Capital Project Grants	$ 159,693	$ 79,796	$ 79,897	Property Taxes
Amador Hotel Design	2017 Facilities/Capital Project Grants	98,731	35,427	63,305	Gross Receipts Tax
Amador Hotel Selective Demolition	2017 Facilities/Capital Project Grants	800,545	698,439	102,107	2017 Facilities Bond/State Grants
Chandler Tank Park Design	Community Investment Projects	74,097	20,145	53,952	Taxes/State Grants
Arts and Cultural District Wayfinding & Signage	Capital Project Grants	164,992	43,759	121,233	State Grants
LCPD New Evidence Building	Community Investment Projects/2015A Hold Harmless Street Projects	490,337	424,808	65,529	Gross Receipts Tax/2020A Bond
Bond Median Landscaping	Community Investment Projects/2017 Facilities	58,148	-	58,148	Gross Receipts Tax/2017 Facilities Bond
LCDF Phase 2 Building-Miranda St.	Capital Project Grants	71,534	21,460	50,074	Gross Receipts Tax/State Grants
Lohman Ave & Roadrunner Pkwy Medians	Capital Project Grants	220,069	-	220,069	2020 NMFA Loan
Unidad Park Playground and Splashpad	Capital Project Grants/GO BONDS/ Park Development	2,023,776	1,320,825	702,951	2020 NMFA Loan
2021-2022 Pavement Replacement Phase 1	GRT Street Maintenance/ Flood Control	1,805,752	974,383	831,368	Tax Increment Development District
Casa de Peregrinos Emergency Food Service Center Design	Capital Project Grants	429,684	264,467	165,217	State Grants
Casa de Peregrinos Emergency Food Service Center Construction	Capital Project Grants	6,507,139	742,151	5,764,988	State Grants
Downtown Parking Lot 7 Restrooms Building Improvements	TIDD Projects	434,248	59,084	375,163	Tax Increment Development District
21-22 Crackseal NO. 21-22-070	GRT Street Maintenance/ Flood Control	338,507	165,575	172,932	State Grants/Taxes
GO Bond: East Mesa Recreation Complex	GO Bonds	109,907	31,308	78,599	General Obligation Bonds
ECONOLITE- CENTRACS PRIORITY SOFTWARE	GRT Street Maintenance	529,950	375,950	154,000	General Obligation Bonds/2017 Facilities
GO Bond: Fire Station 3 Replacement Design	GO Bonds	133,239	-	133,239	General Obligation Bonds
Sonoma Ranch Blvd. Mile 1	GRT Street Maintenance/VAD Street Projects	5,975,868	785,212	5,190,657	General Obligation Bonds
GO Bond: New Animal Services Center Construction	GO Bonds/2015A Hold Harmless Street Projects/Community Investment Projects	9,994,925	7,796,271	2,198,654	General Obligation Bonds/Gross Receipts Tax
GO Bond: New Animal Shelter Design	GO Bonds	259,789	129,320	130,469	General Obligation Bonds
GO Bond: New Animal Shelter Electrical Services	GO Bonds	56,816	-	56,816	General Obligation Bonds
GO Bond: Park and Sports Courts Rehabilitation	GO Bonds	665,085	532,208	132,877	General Obligation Bonds
GO Bond: Project Management Services	GO Bonds	717,542	486,783	230,759	General Obligation Bonds
Sonoma Ranch Blvd. Mile 3 Phase 1	GRT Street Maintenance/VAD Street Projects	2,084,437	-	2,084,437	General Obligation Bonds
University to S. Main- Pathway, Hand Holes and Fiber	GRT Street Maintenance	98,530	-	98,530	Taxes/Dona Ana County
21-22-023 East Area Taxi Lane	2015A Hold Harmless Street Projects	326,313	139,759	186,553	Taxes/Dona Ana County
Johnson Controls IGA & Energy Conservation Improvements	Facilities Maintenance/2020B NMFA Facilities ESP	4,182,028	1,804,681	2,377,347	Taxes/2020B NMFA Bond
McFie Ave. Reconstruction & First St. & Village Plaza Utility Replacement	HUD Community Development/GRT Street Maintenance	1,168,175	997,731	170,444	HUD Funding/Gross Receipts Tax
East Mesa Public Recreation Complex Phase 1	GO Bonds	6,550,658	1,735,597	4,815,061	State Grants
Metro Verde Lift Station	VAD Street Projects	417,284	338,849	78,435	2016 Voluntary Assessment District Bonds
Recreational Trail Programs: Las Cruces Lateral	Capital Project Grants/General Fund	127,985	53,458	74,527	State Grants/Taxes
Regional Aquatic Center: Competition Pool Construction	Community Investment Projects/2017 Facilities/2018 HHGRT Projects	17,197,267	8,888,716	8,308,551	Gross Receipts Tax/2017 Facilities Bond/2018 HHGRT Bond
Regional Aquatic Center: Competition Pool Design	2017 Facilities	363,830	-	363,830	2017 Facilities Bond
Regional Aquatic Center: Competition Pool Photovoltaic Array	Capital Project Grants	180,312	-	180,312	State Grants
[illegible]	General Fund	50,710	-	50,710	2016 Voluntary Assessment District Bonds
East Mesa Public Recreation Complex Underground Line Extenstion	GO Bonds	187,787	-	187,787	2017 NMFA Loan
Transit Operations and Maintenance Facility	2020 NMFA Facility SSGRT	235,854	33,292	202,562	2020A Bond
Van Patten Ave. Reconstruction Project	2015A Hold Harmless Street Projects	280,018	162,476	117,541	Gross Receipts Tax
Sonoma Springs Avenue Extension	20 NMFA MG	1,864,673	1,067,430	797,244	State Grants
East Area TaxiLane Additional Services	2015A Hold Harmless Street Projects	72,304		72,304	
East Mesa & Sonoma Spgs Paleo/Bio Monitoring 025A	GO Bonds/20 NMFA MG	215,101	103,752	111,349	Gross Receipts Tax
	Total Government	$ 67,723,640	$ 30,313,114	$ 37,410,526	

City of Las Cruces

Notes to Financial Statements
June 30, 2022

NOTE 17: MAJOR CONSTRUCTION COMMITMENTS (Continued)

Enterprise Funds:

Project	Fund	Contract Amount	Spent to Date	Commitment Remaining	Source of Payment
Enterprise Funds					
21-22-023 East Area Taxi Lane	Airport Fund	$ 555,639	$ 308,441	$ 247,198	2015A Water Bond/2007 NMFA Loan/2017 Joint Utility Bond
CLC 189-190 BLDG 8960 Zia Renovation	Airport Fund	199,372	50,281	149,091	2015 Water Bond/2006 Water Bond/2015A Wastewater Bond
CLC 189-19L LRU RW 8-26 Mitigation	Airport Fund	118,358	59,179	59,179	2020A Water Bond
Las Cruces Airport Terminal & Parking Development Phase 1	Airport Fund	129,500	64,313	65,188	2020A Water Bond
Chula Vistas & Thomas Morgan Gas Main Extension	Gas Capital Improvements	85,156	32,436	52,720	Gas Operating Fund
GO Bond: New Animal Services Center Construction	Gas Capital Improvements/Water 2020A Bond Projects	110,711	101,353	9,358	Gas Operating Fund/2020A Water Bond
2021-2022 Pavement Replacement Phase 1	Gas Capital Improvements, Water/Wastewater Capital Improvements	133,042	34,714	98,328	Wastewater Operating Fund
JHWWTF East Primary Clarifier Rehabilitation Construction	Wastewater 2015A Bond Projects/Wastewater 2017 Joint Utilities Revenue Bonds/Wastewater Capital Improvements/Wastewater 2020A Projects	2,893,611	1,704,528	1,189,083	2015 Bond/2017 Joint Utility Bond/Wastewater Operating Fund/2020A Wastewater Bond
21.22.035 CALLE JITAS HP/LP GAS LINE-CONSTR	Gas Capital Improvements	950,727	669,025	281,703	2017 Joint Utility Bond/Wastewater Operating Fund
JHWWTF UV Disinfection System Install & Improvements	Wastewater 2020A Projects/ Wastewater Capital Improvements	1,488,543	252,309	1,236,234	2017 Joint Utility Bond
JHWWTF Ultraviolet Disinfection Equipment	Wastewater 2020A Projects	525,210	440,000	85,210	2020A Wastewater Bond
Las Cruces Airport Runway 12/30 Extension Environmental Assessment	Airport Fund	192,992	119,628	73,364	State Grants
21.22.LCU008 N. DEL REY HP GAS LINE EXT	Gas Capital Improvements	156,088	105,928	50,160	State Grants
N Main St. Utility Relocation & Main Ext Design	Gas Capital Improvements	110,548	11,822	98,725	Federal Grants
Las Cruces Utilities Energy Savings Improvements	Wastewater 2020B Projects	6,100,179	4,421,139	1,679,040	2020B Wastewater Bond
LCU Booster Stations Electrical Improvements, 21-22-003	Water Capital Improvements	833,053	-	833,053	Gas/Water/Wastewater/Solid Waste Operating Fund
McFie Ave. Reconstruction & First St. & Village Plaza Utility Replacement	Gas Capital Improvements/Water 2020A Bond Projects/Wastewater 2020A Projects	538,298	352,630	185,668	Gas Operating Fund/2020A Water/Wastewater Bonds
Nasa Road High Pressure Gas Line Replacement	Gas Capital Improvements	110,885	-	110,885	Gas Operating Fund
Missouri Booster Station #2	Water Capital Improvements	172,582	-	172,582	Gas Operating Fund
Sandhill Sewer Interceptor Phase 2	Wastewater Development	1,111,254	898,358	212,896	Wastewater Impact Fees
Transit Operations and Maintenance Facility	Transit Capital	706,248	40,071	666,177	Federal Grants & Match
Van Patten Ave. Reconstruction Project	Gas Capital Improvements/Water 2015 Bond Projects/Wastewater 2020A Projects	100,804	36,115	64,689	Gas Operating Fund/2015 Water Bond/2020A Wastewater Bond
Water Well 40 Replacement Drilling & Development	Water 2020A Bond Projects	273,094	-	273,094	2020A Water Bond
	Total Enterprise	**$ 17,595,894**	**$ 9,702,271**	**$ 7,893,624**	

NOTE 18: CONTINGENT LIABILITIES

The City receives financial assistance from federal and state grants and entitlements. Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies. Any disallowed claims may result in a liability of the applicable funds. The City believes that liabilities resulting from disallowed amounts will not have a material effect on the City's financial statements.

The City generally follows the practice of recording liabilities from claims and legal actions only when it is probable that both an asset has been impaired or a liability has been incurred, and the amount of loss can be reasonably estimated. Settlement of any potential claims from various lawsuits in which the City is involved would not, in management's estimation, materially affect the financial statements of the City.

NOTE 19: DOWNTOWN TAX INCREMENT DEVELOPMENT DISTRICT (TIDD)

In December of 2007, Las Cruces formed the state's first Tax Increment Development District (TIDD) for downtown revitalization. The Downtown TIDD is defined by certain geographic boundaries that align with a Metropolitan Redevelopment Area (MRA), and receives an incremental portion of the gross receipts tax and property tax collected in this geographic area. Dona Ana County and the City contribute 75% of the incremental gross receipts tax collected in the district. Additionally, both the City and County contribute 75% of the incremental property tax assessed in the district.

The tax revenues that go to the TIDD are used for downtown public improvements and revitalization of the downtown area. TIDD priorities have been set by the TIDD Board for the following years. These priorities include rebuilding public bathrooms, located behind the Rio Grande Theatre; reconstruction of Campo Street to make it more pedestrian friendly and to connect downtown to the Mesquite neighborhood. Projects for future years include the restoration of the Historic Amador Hotel and the construction of a parking garage.

NOTE 20: AFFILIATED ORGANIZATIONS AND JOINT POWERS AGREEMENTS

The City of Las Cruces (City) is a participant in the following five affiliated organizations, four of which are joint ventures. Other than the City bonds secured by South Central Solid Waste Authority, the City is unaware of any circumstances that would cause a significant benefit or burden to the participating governments.

Mesilla Valley Regional Dispatch Authority

Mesilla Valley Regional Dispatch Authority (MVRDA) was formed through a Joint Powers Agreement (JPA) between the City, Dona Ana County (County), the Village of Hatch, the Town of Mesilla, the City of Sunland Park, and the City of Anthony. The JPA provides for a governing board for the MVRDA. The MVRDA is governed by a Board that consists of thirteen members including an elected official of the City, appointed by the City Council; a member of the County Board of Commissioners, appointed by the Commission; the City Manager; the County Manager; the City Police Chief; the County Sheriff; the City Fire Chief; the County Fire Chief; one member appointed by the Board of Trustees for the Town of Mesilla; one member appointed by the Board of Trustees for the Village of Hatch; one member appointed by the City Council for the City of Sunland Park; one member appointed by the City Council for the City of Anthony; and one member shall be appointed by a majority vote of the MVRDA Board.

The JPA outlines financial contributions of all members of the JPA. The amount of contributions to the MVRDA budget for Mesilla, Hatch, Sunland, and Anthony shall be determined by the MVRDA Board on an annual basis as part of the process for a budget proposal to the City and County. The contributions shall be based on the number of calls expected for responses within Mesilla, Hatch, Sunland, and Anthony, and not based upon a percentage of the MVRDA budget. The remaining contribution requirements are assessed to the City and County via a 53%, 47% split, respectively. The Joint Powers Agreement provides that if the agreement is terminated, all real or personal property contributed by the parties shall be returned to the respective party that contributed such property and all surplus real or personal property or any surplus money accrued by MVRDA pursuant to the JPA shall be returned to the City, County, Hatch,

NOTE 20: AFFILIATED ORGANIZATIONS AND JOINT POWERS AGREEMENTS (Continued)

Mesilla, Sunland, and Anthony, in proportion to the most recent budgetary contribution percentages applicable.

The City is the fiscal agent for the organization and accounts for its resources in a custodial fund. Separate audited financial statements were prepared for the year ended June 30, 2022. Requests for copies of financial statements can be made to the City of Las Cruces Comptroller.

Metro Narcotics Agency

The City is a participant in a joint City–County–State controlled substances investigation project for the City/County area. The organization is governed by a board of eight individuals. The City and County each appoint three members; the remaining two members are the State Police Chief and the District Attorney.

All persons (agents and support staff) assigned to Metro are paid by their respective agencies. The City and the County make contributions to cover the net operating expenses of the organization in proportion to the number of agents assigned to the organization by the two entities. The joint powers agreement provides that if the agreement is terminated by all parties, assets and monies acquired without federal involvement will be distributed in proportion equal to their investment. Assets received from the federal government pursuant to the federal asset-sharing procedures will be distributed to the parties in proportion to their contribution to operational expenses.

The City is the fiscal agent for the organization and accounts for it in an custodial fund. Separate audited financial statements were prepared for the year ended June 30, 2022. Request for copies of financial statements can be made to the City of Las Cruces Comptroller.

Metropolitan Planning Organization

The City is a participant in the Mesilla Valley Metropolitan Planning Organization (MPO). The MPO is established by a Joint Powers Agreement (JPA) between the City of Las Cruces, Dona Ana County, and the Town of Mesilla (most recently updated in 2020). The MPO is governed by a Policy Board of ten; three each appointed by the City, County, and Town, plus the District One Engineer from the New Mexico Department of Transportation (NMDOT). The Board was constituted for the purpose of establishing, overseeing, and directing transportation related policy for the Las Cruces Urbanized Area and is required for the purposes of using federal transportation funding in the area.

The parties agree that some of the expenses of the transportation planning process will be provided for by federal transportation planning funds from the United States Department of Transportation (USDOT) Federal Highway Administration (FHWA) Section 112 funds and the Federal Transit Administration (FTA) Section 5303 funds, as administered and distributed by the NMDOT. Expenses not so provided shall be assumed by participating agencies according to the Financial Contributions section of the JPA.

The parties may terminate the JPA by giving written notice at least ninety days prior to the effective date of termination.

NOTE 20: AFFILIATED ORGANIZATIONS AND JOINT POWERS AGREEMENTS (Continued)

South Central Solid Waste Authority

The City is a participant in South Central Solid Waste Authority (SCSWA). SCSWA was formed through a Joint Powers Agreement (JPA) between the City and County that establishes a mechanism for designing, constructing, financing, operating, and maintaining regional solid waste landfills and related facilities. SCSWA is reported as a component unit of the City because its revenues are the primary source of debt service for City bonds issued to construct a regional landfill and transfer station.

The repayment of the bonds is secured by a pledge of the Authority's net revenues from operation of the facility. If the net revenues are not enough to satisfy the debt service requirements, the proceeds of the 1/16% Municipal Environmental Services Gross Receipts Tax of the City and the 1/8% County Environmental Services Gross Receipts Tax of the County are pledged.

SCSWA is governed by a board comprised of six working members and two ex-officio members. Three of the members are appointed from the City Council by the Mayor and three members are appointed from the County Commission by the Chairman. The two ex-officio members are the City Manager and the County Manager or their designees. The Mayor of Sunland Park also serves as an ex-officio member if SCSWA provides service to the municipality

The City serves as the fiscal agent for the Authority for the term of the agreement. The fiscal agent is compensated for services rendered to the Authority in the amount of $166,260 per year base rate, with FY19 being the base year. The base rate increases each year by the Consumer Price Index.

The JPA may be terminated upon the mutual consent of both parties and shall not be terminated so long as any revenue bonds issued under the agreement by the City are outstanding. The earliest date for this is June 2023 and the full term of the bond runs until June 2028.

In 2022, the City of Las Cruces and Dona Ana County paid approximately $3.39 million and $2.28 million respectively, to SCSWA for solid waste services provided.

Animal Service Center of the Mesilla Valley

Animal Service Center of the Mesilla Valley was formed through a Joint Powers Agreement (JPA) between the City and County. The JPA provides for a governing board for the Authority. The ASCMV is governed by a Board that consists of six members and two ex-officio members. Three members are appointed from the City Council by the Mayor with the advice and consent of the City Council. Three members are appointed from the County Commission by the Chair with the advice and consent of the County Commission. The two ex-officio members are the City Manager and the County Manager, or their designees.

It is the mission of the center to provide safe shelter for all lost, mistreated, and abandoned animals of the Mesilla Valley and surrounding communities. The operations of the Authority began in February 2009. ASCMV receives funding from members of the JPA. During fiscal year 2022, ASCMV received $1,750,000 from the City and $1,450,000 from County.

NOTE 20: AFFILIATED ORGANIZATIONS AND JOINT POWERS AGREEMENTS (Continued)

The City is the fiscal agent for the organization and accounts for it in an custodial fund. Separate audited financial statements were prepared for the year ended June 30, 2022. Request for copies of financial statements can be made to the City of Las Cruces Comptroller.

NOTE 21: TAX ABATEMENTS

The City enters into property tax abatement agreements with new local businesses under the Community Development Incentive Act NMSA 1978 3-64-1 through 3-64-5, the Industrial Revenue Bond Act NMSA 1978 3-32-1 through 3-32-16. Under these Acts, municipalities may grant tax abatements for the purpose of attracting or retaining businesses and economic development within their jurisdictions.

For the fiscal year ended June 30, 2022, the City abated property taxes totaling $78,703.49 under the Community Development Incentive Act. A property tax abatement of 100% of the Commercial / Personal property tax for ten years was given to an energy company for constructing and operating a new photovoltaic generating facility in the City.

NOTE 22: SUBSEQUENT EVENTS

The City is in the process of issuing the Subordinate Lien State Shared Gross Receipts Tax Improvement Revenue Bonds, Series 2022 in the amount of $5,000,000. The targeted closing date is September 23, 2022. The bonds will have a net effective interest rate of 2.26% and a final maturity date of June 1, 2033. The bonds will be payable from state shared gross receipts tax revenues. The bond proceeds will be used to purchase four (4) fire engines/trucks.

The City is in the process of issuing General Obligation Bond approved during the November 2022 election. The following 4 questions were voted on and approved: 1.) Shall the City of Las Cruces issue general obligation bonds, payable from property taxes, in an amount up to $10,000,000 to acquire, plan, design, construct, and equip a new fire station facility (North of US Highway 70 and East of Interstate 25), including acquisition of necessary land? 2.) Shall the City of Las Cruces issue general obligation bonds, payable from property taxes, in an amount up to $5,000,000 to acquire, plan, design, construct, and equip the regional community recreation facility know as East Mesa Public Recreation Complex, including acquisition of necessary land? 3.) Shall the City of Las Cruces issue general obligation bonds, payable from property taxes, in an amount up to $6,000,000, and placed into the Affordable Housing Trust Fund, to provide resources to plan, design, construct, acquire, and preserve housing affordable for low to moderate income households, including acquisition of necessary land? 4.) Shall the City of Las Cruces issue general obligation bonds, payable from property taxes, in an amount up to $2,000,000 to renovate and improve existing parks and recreational facilities? The targeted close date is May 2023.

The City entered into an agreement whereby they were included as a beneficiary in the national opioid settlement. Under the settlement, the City will receive one lump sum payment and eighteen smaller payments annually.

City of Las Cruces

Notes to Financial Statements
June 30, 2022

NOTE 23: RESTATEMENT TO PRIOR PERIOD

The objective of a net position restatement is to accurately reflect prior period's net position and improve the relevancy, usefulness, and transparency of financial information. Due to an erroneous entry related to GASB 68, a prior year adjustment of $12,360 was made to the custodial fund, HIDTA.

The effect of the restatement is as follows:

	Custodial Funds							
	MVRDA	METRO	HIDTA	Branigan Estate	Gifts & Memorials	ASCMV	Veterans Memorial Wall	Total
Net position - beginning of year, as originally stated	$ (469,323)	$ 708,811	$ (256,232)	$ 1,330,299	$ 510,152	$ (1,478,960)	$ 24,500	$ 369,247
Restatement, NOTE 23	-	-	12,360	-	-	-	-	12,360
Net Position, beginning of year, as restated	$ (469,323)	$ 708,811	$ (243,872)	$ 1,330,299	$ 510,152	$ (1,478,960)	$ 24,500	$ 381,607

During the year ended June 30, 2022, the City implemented GASB Statement No. 87. As a result of this accounting standard change, beginning net position/fund balance were restated in the City's financial statements as follows:

	Government-Wide		Component Unit
	Governmental Activities	Business-Type Activities	SCSWA
Beginning net position/fund balance, as originally reported	$ 348,369,039	$ 251,300,551	$ 7,015,627
GASB 87 - Leases	(335,080)	(49,166)	(2,023)
Beginning net position/fund balance, as restated	$ 348,033,959	$ 251,251,385	$ 7,013,604

	Proprietary Funds			
	Gas	Water	Waste Water	Solid Waste
Beginning net position/fund balance, as originally reported	$ 36,402,020	$ 85,504,915	$ 81,071,635	$ 12,648,299
GASB 87 - Leases	4,877	(62,804)	3,884	4,877
Beginning net position/fund balance, as restated	$ 36,406,897	$ 85,442,111	$ 81,075,519	$ 12,653,176

NOTE 24: GASB STATEMENT NO. 87 LEASES

In June 2017, GASB issued Statement No. 87, *Leases.* The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee

NOTE 24: GASB STATEMENT NO. 87 LEASES (Continued)

is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. This Statement is effective for the City's financial periods beginning July 1, 2021 (see Note 7 Long-Term Liabilities).

The following is a summary of the City's GASB 87 Lease Obligations for governmental activities for the year ended June 30, 2022:

Governmental Activities:	
Restated GASB 87 Implementation, July 1, 2021	$ 8,412,233
Restated GASB 87 Implementation, July 1, 2021	8,412,233
Principal Payments	(543,731)
GASB 87 Lease Obligation, June 30, 2022	$ 7,868,502

Future lease obligations for governmental activities

	Leases		
Year Ending June 30,	Principal	Interest	Total
2023	$ 576,703	$ 127,175	$ 703,878
2024	587,635	118,256	705,891
2025	392,887	76,472	469,359
2026	677,067	132,649	809,716
2027	536,585	90,665	627,250
2028-2032	2,825,455	308,052	3,133,507
2033-2037	2,032,575	72,913	2,105,488
2038-2042	83,406	17,436	100,842
2043-2047	83,410	10,337	93,747
2048-2052	72,780	2,822	75,602
	$ 7,868,502	$ 956,777	$8,825,279

NOTE 24: GASB STATEMENT NO. 87 LEASES (Continued)

The following is a summary of the City's GASB 87 Lease Obligations for business-type activities for the year ended June 30, 2022:

Business-type Activities:	
Restated GASB 87 Implementation, July 1, 2021	$ 715,653
Restated GASB 87 Implementation, July 1, 2021	715,653
Principal Payments	(82,278)
GASB 87 Lease Obligation, June 30, 2022	$ 633,375

Future lease obligations for business-type activities

	Leases		
Year Ending June 30,	Principal	Interest	Total
2023	$ 72,669	$ 8,296	$ 80,965
2024	48,747	7,778	56,525
2025	39,595	7,319	46,914
2026	41,316	6,857	48,173
2027	43,054	6,375	49,428
2028-2032	144,667	25,231	169,898
2033-2037	70,431	18,544	88,975
2038-2042	85,653	11,760	97,413
2043-2047	62,814	4,132	66,946
2048-2052	8,590	1,783	10,373
2053-2057	9,591	990	10,581
2058-2061	6,249	175	6,424
	$ 633,375	$ 99,240	$ 732,615

Required Supplementary Information

CITY OF LAS CRUCES, NEW MEXICO

City of Las Cruces

Schedule of City's Proportionate Share of the Net Pension Liability
Public Employees Retirement Association (PERA)
Last 10 Fiscal Years*

		2021	2020
City of Las Cruces Proportion of the Net Pension Liability (Asset)			
Municipal		5.32%	5.25%
Police		4.40%	4.63%
Fire		7.08%	6.92%
City of Las Cruces Proportionate Share of Net Pension Liability (Asset)			
Municipal	$	59,937,412	106,209,400
Police		22,775,827	39,776,830
Fire		42,995,103	52,335,772
City of Las Cruces Covered Payroll			
Municipal	$	53,026,536	54,797,960
Police		8,859,578	8,687,149
Fire		6,569,825	6,156,619
City of Las Cruces Proportionate Share of the Net Pension Liability (Asset) as a Percentage of Its Covered Payroll			
Municipal		113.03%	193.82%
Police		257.08%	457.88%
Fire		654.43%	850.07%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability		77.25%	66.36%

*****_The amounts presented were determined as of June 30. This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, the City of Las Cruces will present information for those years for which information is available. The PERA pension liability amounts for each division were rolled forward from the valuation date to the Plan year ending June 30 of the previous year._

City of Las Cruces

Schedule of City's Proportionate Share of the Net Pension Liability
Public Employees Retirement Association (PERA)
Last 10 Fiscal Years*

2019	2018	2017	2016	2015	2014
5.15%	4.93%	4.97%	5.01%	5.03%	4.64%
4.77%	4.90%	4.90%	4.91%	5.01%	5.10%
6.80%	6.68%	6.12%	5.79%	5.87%	5.72%
89,201,823	71,990,380	63,198,637	73,329,081	49,796,563	36,171,147
35,224,908	33,450,650	27,220,489	36,200,879	23,390,154	16,640,441
46,749,288	42,749,150	35,014,102	38,617,182	29,442,649	23,884,004
46,232,164	44,588,361	42,932,089	38,628,050	37,425,872	35,224,299
11,906,454	11,625,976	11,333,930	10,991,888	11,050,695	10,836,755
9,051,778	8,487,146	7,417,574	6,733,578	6,694,291	6,104,919
192.94%	161.46%	147.21%	189.83%	133.05%	102.69%
295.85%	287.72%	240.17%	329.34%	211.66%	153.56%
516.47%	503.69%	472.04%	573.50%	439.82%	391.23%
70.52%	71.13%	73.74%	69.18%	76.99%	81.29%

City of Las Cruces

Schedule of City's Contributions
Public Employees Retirement Association (PERA)
Last 10 Fiscal Years*

	2022	2021	2020
Contributions in relation to the contractually required contribution			
Municipal General	4,656,629	4,082,139	4,028,291
Municipal Police	2,101,615	2,140,673	2,135,049
Municipal Fire	2,309,863	2,217,579	2,030,712
	9,068,107	8,440,391	8,194,052
Contractually required contributions			
Municipal General	4,656,629	4,082,139	4,028,291
Municipal Police	2,101,615	2,140,673	2,135,049
Municipal Fire	2,309,863	2,217,579	2,030,712
	9,068,107	8,440,391	8,194,052
City's covered payroll			
Municipal General	52,571,774	53,026,536	54,797,960
Municipal Police	11,280,411	8,859,578	8,687,149
Municipal Fire	10,579,002	6,569,825	6,156,619
	74,431,187	68,455,939	69,641,728
Contributions "in relation" as a percentage of covered-employee payroll			
Municipal General	8.86%	7.70%	7.35%
Municipal Police	18.63%	24.16%	24.58%
Municipal Fire	21.83%	33.75%	32.98%

*****_The amounts presented were determined as of June 30. This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, the City of Las Cruces will present information for those years for which information is available._

City of Las Cruces

Schedule of City's Contributions
Public Employees Retirement Association (PERA)
Last 10 Fiscal Years*

2019	2018	2017	2016
3,998,222	4,260,265	4,008,076	3,983,174
2,129,015	1,957,872	1,340,980	2,180,472
1,959,709	1,837,467	1,094,091	1,659,724
8,086,946	8,055,604	6,443,147	7,823,370
3,998,222	4,260,265	4,008,076	3,983,174
2,129,015	1,957,872	1,340,980	2,180,472
1,959,709	1,837,467	1,094,091	1,659,724
8,086,946	8,055,604	6,443,147	7,823,370
46,232,164	44,610,105	42,932,089	38,628,050
11,906,454	10,359,111	11,333,930	10,991,888
9,051,778	8,487,145	7,417,574	6,733,578
67,190,396	63,456,361	61,683,593	56,353,516
8.65%	9.55%	9.34%	10.31%
17.88%	18.90%	11.83%	19.84%
21.65%	21.65%	14.75%	24.65%

City of Las Cruces

Schedule of Employer's Proportionate Share of the Net OPEB Liability of
New Mexico Retiree Health Care Act Plan
NM Retiree Health Care Authority Plan
Last 10 Fiscal Years*

	June 30				
Fiscal Year	**2021**	**2020**	**2019**	**2018**	**2017**
City's Proportion of the Net OPEB liability (Asset)	1.61008%	1.59526%	1.72086%	1.58074%	1.49262%
City's Proportionate Share of Net Pension Liability (Asset)	52,977,264	66,983,500	55,796,971	63,488,112	67,640,543
City's Covered Payroll	74,293,018	68,566,133	67,823,495	41,631,772	53,140,536
City's Proportionate Share of the Net Pension Liability (Asset) as a Percentage of Its Covered-employee Payroll	71.31%	97.69%	82.27%	152.50%	127.29%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	25.39%	16.50%	18.92%	13.14%	11.34%

**This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, the City will present information for available years.*

City of Las Cruces

Schedule of Employers Contributions
New Mexico Retiree Health Care Authority (NMRHCA) Plan
Last 10 Fiscal Years*

	2022	2021	2020	2019	2018
Contractually Required Contribution	1,625,695	1,559,715	1,547,087	1,457,909	1,300,015
Contributions in Relation to the Contractually Required Contribution	(1,625,695)	(1,559,715)	(1,547,087)	(1,457,909)	(1,300,015)
Contribution Deficiency (Excess)	-	-	-	-	-
Employer's covered payroll	81,284,750	70,370,666	68,566,133	67,823,495	41,631,772
Contributions as a percentage of covered payroll	2.00%	2.22%	2.26%	2.15%	3.12%

**The amounts presented were determined as of June 30. This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, the City of Las Cruces will present information for those years for which information is available.*

City of Las Cruces

Notes to Required Supplementary Information
June 30, 2022

Public Employees Retirement Association (PERA)

Changes of benefit terms: The PERA and COLA and retirement eligibility benefits changes in Note 1 of the PERA's ACFR. https://www.saonm.org or https://www.nmpera.org/financial-overview/comprehensive-annual-financial-report/

Assumptions: The PERA Annual Actuarial Valuations as of June 30, 2021 is available at https://www.nmpera.org/financial-overview/retirement-overview/retirement-fund-valuation-reports/

New Mexico Retiree Health Care Authority (NMRHCA) Plan

The June 30, 2021 actuarial valuation was measured as of June 30, 2021 and reported amounts were valued as of the measurement date. The discount rates used as of June 30, 2021 and 2020 were 3.62% and 2.86% respective.

Changes of benefit terms: Changes to the NMRHCA eligibility benefits are escribed in Note 1 of the NMRHCA audit. Available at https://www.nmrhca.org/administration/financial-documents/

Changes of assumptions: The NMRHCA Actuarial Valuation report is available at https://www.nmrhca.org/administration/financial-documents/

Combining and Individual Fund Financial Statements

CITY OF LAS CRUCES, NEW MEXICO

City of Las Cruces

Special Revenue Fund Descriptions
June 30, 2022

Special Revenue Funds

Special revenue funds are used to account for and report the proceeds of specific revenue sources that are legally restricted or committed to expenditure for specified purposes.

Fund 2000 – HUD Community Development – The Community Development Fund accounts for the administration, operation, and capital improvement projects of the Community Development Block Grant (CDBG), the HOME Investment Partnerships Program entitlement grants, and corresponding program incomes that serve low- and moderate-income residents and areas of the community. Funding is from the U.S. Department of Housing and Urban Development (HUD), housing loan and interest repayments, and performance bond payments. PL 93-383 Title I of the Housing and Community Development Act of 1974 (CDBG) and the Cranston-Gonzales National Affordable Housing Act of 1991 (HOME) requires that this grant be used for these purposes. Continuum of Care grant is to provide rental assistance for permanent supportive housing for the disabled and chronically homeless. This grant is governed by Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. and the Continuum of Care Program rule.

Fund 2013 – Affordable Housing Trust Fund – This fund was established to set aside resources for the creation/promotion of affordable housing within the City of Las Cruces. The City adopted an ordinance within Chapter 13 of the Municipal Code to create the local Housing Trust Fund. The main source of the funding is through transfers from the General Fund.

Fund 2130 – Recreation Projects – This fund provides for the operation and development of community parks and operation of recreation programs. The funding source is $25.00 for each City of Las Cruces license plate issued by the New Mexico Motor Vehicle Division. Fees collected may only be used to finance parks and recreation programs (Resolution No. 09-187).

Fund 2171 – Older American Act Programs – Las Cruces Senior Programs finances congregate meal services at five program sites and meal delivery services to homebound customers. Educational activities, fitness classes, games, socialization, and support groups are also provided. Respite care programs are offered to participants and their families to provide supportive services. Homecare is provided to assist participants in maintaining their independence by providing light housekeeping and some transportation. Funding is from the New Mexico Aging and Long-Term Services Department through the Non-Metro Area Agency on Aging and the Federal government.

Fund 2300 – Fire – This fund provides for the purchase of fire equipment. Funding is provided by the State Fire Fund. State law requires these funds to be used for fire supplies and equipment to help maintain the Fire Department (Section 979, Article 52; New Mexico State Insurance Code).

Fund 2303 – Emergency Medical Services – This fund provides for emergency medical services provided through Fire Department activities. Funding is through a state grant from the New Mexico Department of Health, which requires separate fund accounting according to EMS Regulation DOH 94-11.

City of Las Cruces

Special Revenue Fund Descriptions
June 30, 2022

Special Revenue Funds (Continued)

Fund 2401 – Police Protection – This fund provides for the purchase of police equipment and police expenses associated with advanced law enforcement planning and training. The funding source is a Law Enforcement Protection Fund administered by the New Mexico Department of Finance and Administration/Local Government Division. State law (Section 5, Chapter 289, Laws 1983) requires these funds be used to operate the Police Department.

Fund 2402 – Court Awarded Funds – This fund provides for Department of Justice drug enforcement activities. Funding comes from Department of Justice seized drug funds, may only be used for drug enforcement activities, and must comply with federal financial and administrative requirements.

Fund 2403 – Seized Assets Treasury – This fund was established because the Department of Justice, the State, and the City treasury prohibits the comingling of seized asset funds between the Department of Justice, the State, and the Department of the Treasury. This fund accounts for treasury-related seizures and may only be used for drug enforcement activities.

Fund 2410 – Keep Las Cruces Beautiful – This fund provides for beautification, litter eradication, graffiti abatement, and education. Funding is from the New Mexico Department of Tourism's Clean & Beautiful Program.

Fund 2421 – DWI Prevention – This fund accounts for the receipt of driving while intoxicated State fines. Receipts are remitted to the State (NMSA 1978, Section 31-12-7).

Fund 2423 – Traffic Safety Education – This fund provides for traffic safety education. Funding is provided by a penalty assessment of $3.00 per traffic ticket. City Ordinance No. 01-232 (May 1991) requires the fund be used only in this manner.

Fund 2440 – Prisoner Care – This fund provides for operations and maintenance of a municipal jail and for paying the costs of housing municipal prisoners in the county jail. Funding is provided by a penalty assessment of $5.00 per traffic ticket. City Resolution No. 81-69 (August 1981) requires the fund to be used only in this manner.

Fund 2450 – Public Safety Impact Fees – This fund accounts for revenues and expenditures related to a city-wide public safety fee. Funds are to be used for fire, police, rescue, and essential equipment costing $10,000 or more and having a life expectancy of 10 years or more. Funding comes from fees for all new development in the city based on rate tables for various land use.

Fund 2470 – Department of Justice Programs – This fund is used to track grants from the Department of Justice that are used to increase communications, buy different types of equipment with Byrne grants, and for tracking statistical information. Funding is from Federal sources.

City of Las Cruces

Special Revenue Fund Descriptions
June 30, 2022

Special Revenue Funds (Continued)

Fund 2472 – Vehicle Forfeiture – Vehicles are seized under the City's Vehicle Forfeiture Ordinance (LCM, Section 27-6) to aid in decreasing the risk of harm to the public from persons repeatedly driving under the influence of alcohol or drugs. The proceeds from fees, sales, and payments are to be used for DWI prevention and education programs.

Fund 2490 – Judicial Education Fee – This fund accounts the receipt of imposed fees on all "guilty" traffic offenses in accordance with NMSA 1978, 35-14-11 (B)(2) and is used for the education and training (including production of bench books and other written materials) of municipal judges and other municipal court employees.

Fund 2491 – Court Automation – This fund provides for Municipal Court automation. Funding is provided by a penalty assessment of $3.00 per traffic ticket. City Ordinance No. 01-232 (May 1991) requires the fund be used only in this manner.

Fund 2600 – Street Maintenance Operations – This fund accounts for operational expenditures for street maintenance that are funded by .25% of the gross receipts tax. Revenue estimates are based on projections of gross receipts taxes.

Fund 2650 – Flood Control Operations – This fund accounts for expenditures for flood control operations. This fund's revenue source is a $2 million property tax assessment. Revenue estimates are based on property tax assessments.

Fund 2700 – Health Care Services MMC Lease – This fund accounts for the receipt of proceeds from a lease with PHC Las Cruces, Inc. for the lease of Memorial Medical Center. The lease provides funding for health-related programs in the city (Resolution No. 04-199)

Fund 2710 – Las Cruces Convention & Visitor's Bureau – This fund accounts for the operations of the Las Cruces Convention and Visitors' Bureau to promote tourism within the area. Financing is provided from the Lodgers' Tax. State law (NMSA 1979, Section 3-38-13 through 3-38-24) requires these taxes to be used to operate the Convention and Visitors Bureau.

Fund 2715 – Downtown Revitalization – This fund provides for the redevelopment of the downtown area of Las Cruces. Funding comes from the sale of property in the downtown area and other activities focused on revitalization.

Fund 2750 – Northrise/Morningstar Special Assessment – This fund accounts for the reimbursement from developers to the City, through certain assessments, for the construction of Northrise and Morningstar streets.

City of Las Cruces

Special Revenue Fund Descriptions
June 30, 2022

Special Revenue Funds (Continued)

Fund 2751 – Sonoma Ranch Special Project – This fund accounts for the reimbursement to the City, through certain assessments, for the construction of public works projects in the Sonoma Ranch area. The City secured a $9.9 million loan from NMFA to finance public works projects. A municipal lien has been recorded on the properties that directly benefit from these projects until such time as the amounts due to the City are paid. The proceeds of the loan were recorded in 2007.

Fund 2770 – Valley View Heske Garden – This fund provides for the maintenance of the Valley View Heske Garden. The funding source is the Emma B. Heske Trust given to the City for the purpose of establishing a community garden at Valley View Park. The Heske trust was formally accepted per City Resolution No. 07-337.

Fund 2780 – Griggs and Walnut Plume – This fund is a superfund that provides payments for water contamination cleanup at the Griggs/Walnut site. It is guided by a settlement agreement with the EPA between the City of Las Cruces and Dona Ana County (a 50/50 split). The City of Las Cruces is the fiscal agent. Revenues are funded by a payment from Dona Ana County and transfers from the General Fund and environmental Gross Receipts Tax Fund. Expenditures are for an EPA study of the area and any remediation activities associated with the site.

Fund 2790 – Alarm Fees and Fines– This fund accounts for revenues from the City's Alarm Fees Ordinance passed in 2013. Funds are contributed to Mesilla Valley Regional Dispatch Authority to administer the Alarm Fee program.

Fund 2800 – Environmental Gross Receipts Tax – This fund accounts for the receipt of environmental gross receipts taxes enacted by the City and the County as provided for in Ordinance 1484 (October 12, 1995).

Fund 2810 – Gasoline Tax – This fund was established as a separate road fund to record the distribution of the gasoline tax from the State imposed by the Gasoline Tax Act. Allowable expenditures include construction, reconstruction, resurfacing or other improvement or maintenance of public roads, streets, alleys, bridges, including right-of way and material acquisition. Also allowed to be used for matching funds for projects subject to cooperative agreements entered with the Department of Transportation (NMSA 1978, Section 7-1-6.9).

Fund 2815 – TIDD Dedicated Revenues – This fund was established to record the portion of gross receipts and property taxes received from the State of New Mexico Taxation and Revenue Department, Dona Ana County, and the City of Las Cruces, that are dedicated to the Tax Increment Development District (TIDD).

Fund 2825 – Las Cruces Convention Center – This fund records a Lodger's fee of $2.50 per room for each day that a room in a lodging facility is occupied. This revenue is transferred to a debt service fund for paying the debt for the construction of a multi-use convention center facility.

City of Las Cruces

Capital Projects Fund Descriptions
June 30, 2022

Capital Projects Funds

Capital projects funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

Fund 4005 – Community Investment Projects – This fund's expenditures are for community investment projects that are funded through a transfer from the HHR Gross Receipts Tax Contingency Fund and the General Fund.

Fund 4030 – 2016 Flood Projects – This fund was established for the design, right-of-way acquisition, and construction of drainage improvements. Funding comes from Series 2016 Municipal GRT Revenue Bonds. Payment of the bonds come from the Flood Control Operations Fund.

Fund 4031 – 2017 SSGRT Facilities – This fund was established because of the 2017 bond issuance for facilities and street projects. Expenditures are for existing facilities and streets construction and/or improvements. Payment of the bond comes from the General Fund.

Fund 4032 – 2018 HHGRT Projects – This fund was established for the competition pool enclosure and is bond related. Payment of the bond comes from the Hold Harmless Gross Receipts Tax Contingency Fund.

Fund 4100 – Capital Projects Reimbursement Grants – This fund is used to track all capital improvement grants for multiple departments. Resources are from various Federal, State of New Mexico, and foundation sources.

Fund 4106 – Public Park Development – This fund's revenue sources are fees paid to the City by subdivision developers in lieu of building parks and/or playgrounds. The park fees collected are then spent on park development throughout the entire city. Revenue estimates are based on projected fees from developments.

Fund 4110 – Public Park Projects – This fund's revenue source is the Emma B. Heske Trust given to the City for the purpose of constructing a community garden at Valley View Park.

Fund 4201 – Capital Contributions – This fund's primary revenue source is developer contributions. Expenditures are for street and flood control projects.

Fund 4202 – GRT Street Maintenance – This fund's expenditures are for major and minor maintenance projects for existing streets that are funded through a transfer from the Street Maintenance Operations Fund.

Fund 4205 – Special Street Projects - This fund was established because of the Philippou settlement. Resources are made available through the sale of property. Expenditures are for street and flood control projects.

City of Las Cruces

Capital Projects Fund Descriptions
June 30, 2022

Capital Projects Funds (Continued)

Fund 4226 – 2014 GRT Street Projects - This fund was established as a result of 2014 bond issuance for street projects. Expenditures are for existing street construction and/or street improvements. Payment of the bond comes from the Street Maintenance Operations Fund.

Fund 4227 – VAD Street Projects – This fund was established as a result of the 2016 Voluntary Assessment District bonds. Expenditures are for building streets in the Metro Verde Development area.

Fund 4228 – 2015A HHS Projects – This fund was established as a result of the issuance of the New Mexico Hold Harmless Gross Receipts Tax Improvement Revenue Bonds, Series 2015A. Expenditures are for existing street construction and/or improvements and building improvements to the Rio Grande Theatre, Las Cruces Airport, and Las Cruces Convention Center. Payment of the bond comes from the Street Maintenance Operations Fund.

Fund 4230 – General Obligation Bonds – This fund was established as a result of General Obligation (GO) bond issuance. Payment of the bonds come from property taxes. Expenditures are restricted to the following capital projects:

- Park and Sports Field Improvements - $16,900,000
- New Animal Shelter Facility - $9,800,000
- Fire Station No. 3 Replacement - $6,200,000
- Recreational Trail Improvements - $2,700,000

Fund 4270 – TIDD Projects - The revenue sources for this fund are transferred from the TIDD Dedicated Revenue Fund and from the General Fund. Expenditures are for the construction and maintenance of public infrastructure improvements in the downtown area.

Fund 4271 – TIDD Street Bond Projects - This fund was established as a result of 2015 Sponge bond for TIDD Plan projects. Expenditures are restricted to street projects included in the TIDD Plan.

Fund 4400 – Flood Control Fund - This fund's expenditures are for flood control projects that include land and right-of-way purchases, engineering costs, and capital costs that are funded by transfers from the Flood Control Operations Fund.

Fund 4415 – 2014 GRT Flood Control Projects – This fund was established as a result of 2014 bond issuance for flood control projects. Expenditures are for existing flood control construction and/or flood control improvements. Payment of the bond comes from the Flood Control Operations Fund.

Fund 4505 – 2015B Hold Harmless Projects - This fund was established as a result of the 2015 New Mexico Hold Harmless Gross Receipts Tax Improvement Revenue Bonds, Series 2015B. Expenditures are for economic development capital improvement projects, including Downtown Las Cruces, Las Cruces Airport, and existing flood control construction and/or flood control improvements. Payments for the bonds come from the HHR Contingency Fund.

City of Las Cruces

Capital Projects Fund Descriptions
June 30, 2022

Capital Projects Funds (Continued)

Fund 4620 – 2020A NMFA Facility SSGRT – This fund was established as a result of the New Mexico State Shared Gross Receipts Tax Improvement Revenue Bonds, Series 2020A. Expenditures are for improvements to public facilities and roadways. Payment of the bond comes from the HHR Contingency Fund.

Fund 4621 - 2020B NMFA Facilities ESP – This fund was established as a result of the New Mexico State Shared Gross Receipts Tax Improvement Revenue Bonds, Series 2020B. Expenditures are for energy efficiency and water conservation improvements to City facilities. Payments for the bonds come from the General Fund.

Fund 4624 – 2018 Gas Tax – This fund was established as a result of a 2018 NMFA loan. Expenditures are directed toward replacing street equipment. Payment of the loan comes from the Gas Tax Fund.

Fund 4632 – 2017 NMFA – This fund's sources are loan proceeds. Expenditures are for existing street construction and/or improvements. Payment of the loan comes from the Street Maintenance Operations Fund.

Fund 4634 – 2020 NMFA – This fund's sources are loan proceeds. Expenditures are for street construction/improvements and flood control construction/improvements. Payment of the loans come from the Street Maintenance Operations Fund and Flood Control Operations Fund.

City of Las Cruces

Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue		
	Community Development Block Grant	Affordable Housing Trust	Recreation Projects
Assets			
Pooled cash and investments	$ -	$ -	$ -
Restricted cash and investments	-	2,088,384	92,886
Receivables, net	4,102,206	-	-
Due from other governmental units	236,553	-	-
Total assets	$ 4,338,759	$ 2,088,384	$ 92,886
Liabilities, Deferred Inflows of Resources, and Fund Balances			
Liabilities			
Accounts and contracts payable	$ 45,825	$ -	$ -
Due to other funds	84,002	-	-
Accrued liabilities	10,862	-	-
Unearned revenue	4,163,823	-	-
Total liabilities	4,304,512	-	-
Deferred Inflows of resources			
Special assessment receipts	-	-	-
Unavailable revenue	-	-	-
Total deferred inflows of resources	-	-	-
Fund Balances			
Nonspendable:			
Restricted for:			
Economic Development	-	-	-
Public safety programs	-	-	-
Housing and community development	34,247	2,088,384	-
Parks and Recreation	-	-	92,886
Public Works	-	-	-
Debt service	-	-	-
Quality of Life	-	-	-
Committed for:	-	-	-
Health related programs	-	-	-
Debt service	-	-	-
Public Works	-	-	-
Unassigned (deficit)	-	-	-
Total fund balances	34,247	2,088,384	92,886
Total liabilities, deferred inflows of resources, and fund balances	$ 4,338,759	$ 2,088,384	$ 92,886

See independent auditors' report.

City of Las Cruces

Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue			
	Older Americans Act Programs	Fire	Emergency Medical Services	Police Protection
Assets				
Pooled cash and investments	$ -	$ -	$ -	$ -
Restricted cash and investments	427	697,686	164	130,000
Receivables, net	-	-	-	-
Due from other governmental units	42,057	-	-	2,485
Total assets	$ 42,484	$ 697,686	$ 164	$ 132,485
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities				
Accounts and contracts payable	$ 6,985	$ 57,894	$ -	$ -
Due to other funds	25,503	-	-	-
Accrued liabilities	9,996	-	-	66
Unearned revenue	-	323,517	-	5,167
Total liabilities	42,484	381,411	-	5,233
Deferred Inflows of resources				
Special assessment receipts	-	-	-	-
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	-	-	-	-
Fund Balances				
Nonspendable:				
Restricted for:				
Economic Development	-	-	-	-
Public safety programs	-	316,275	164	127,252
Housing and community development	-	-	-	-
Parks and Recreation	-	-	-	-
Public Works	-	-	-	-
Debt service	-	-	-	-
Quality of Life	-	-	-	-
Committed for:	-	-	-	-
Health related programs	-	-	-	-
Debt service	-	-	-	-
Public Works	-	-	-	-
Unassigned (deficit)	-	-	-	-
Total fund balances	-	316,275	164	127,252
Total liabilities, deferred inflows of resources, and fund balances	$ 42,484	$ 697,686	$ 164	$ 132,485

See independent auditors' report.

City of Las Cruces

Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue			
	Court Awarded Funds	Keep Las Cruces Beautiful	DWI Prevention	Traffic Safety Education
Assets				
Pooled cash and investments	$ -	$ -	$ -	$ -
Restricted cash and investments	-	-	12,792	34,941
Receivables, net	-	-	-	-
Due from other governmental units	-	-	-	-
Total assets	$ -	$ -	$ 12,792	$ 34,941
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities				
Accounts and contracts payable	$ -	$ -	$ -	$ -
Due to other funds	-	-	-	-
Accrued liabilities	-	-	-	-
Unearned revenue	-	-	-	-
Total liabilities	-	-	-	-
Deferred Inflows of resources				
Special assessment receipts	-	-	-	-
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	-	-	-	-
Fund Balances				
Nonspendable:				
Restricted for:				
Economic Development	-	-	-	-
Public safety programs			12,792	34,941
Housing and community development	-	-	-	-
Parks and Recreation	-	-	-	-
Public Works	-	-	-	-
Debt service	-	-	-	-
Quality of Life	-	-	-	-
Committed for:				
Health related programs	-	-	-	-
Debt service	-	-	-	-
Public Works	-	-	-	-
Unassigned (deficit)	-	-	-	-
Total fund balances	-	-	12,792	34,941
Total liabilities, deferred inflows of resources, and fund balances	$ -	$ -	$ 12,792	$ 34,941

See independent auditors' report.

City of Las Cruces

Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue			
	Prisoner Care	Public Safety Impact Fee	Judicial Education	Court Automation
Assets				
Pooled cash and investments	$ -	$ -	$ -	$ -
Restricted cash and investments	1,268,178	553,100	3,263	473,536
Receivables, net	409,891	-	-	-
Due from other governmental units	-	-	-	-
Total assets	$ 1,678,069	$ 553,100	$ 3,263	$ 473,536
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities				
Accounts and contracts payable	$ -	$ -	$ -	$ -
Due to other funds	-	-	-	-
Accrued liabilities	-	-	-	-
Unearned revenue	-	-	-	-
Total liabilities	-	-	-	-
Deferred Inflows of resources				
Special assessment receipts	-	-	-	-
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	-	-	-	-
Fund Balances				
Nonspendable:				
Restricted for:				
Economic Development	-	-	-	-
Public safety programs	1,678,069	553,100	3,263	473,536
Housing and community development	-	-	-	-
Parks and Recreation	-	-	-	-
Public Works	-	-	-	-
Debt service	-	-	-	-
Quality of Life	-	-	-	-
Committed for:				
Health related programs	-	-	-	-
Debt service	-	-	-	-
Public Works	-	-	-	-
Unassigned (deficit)	-	-	-	-
Total fund balances	1,678,069	553,100	3,263	473,536
Total liabilities, deferred inflows of resources, and fund balances	$ 1,678,069	$ 553,100	$ 3,263	$ 473,536

See independent auditors' report.

City of Las Cruces

Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue			
	Street Maintenance	Flood Control	Health Care Services From MMC Lease	Convention & Visitors Bureau
Assets				
Pooled cash and investments	$ -	$ -	$ -	$ -
Restricted cash and investments	3,602,814	1,553,587	7,888,402	3,105,501
Receivables, net	-	-	-	514,294
Due from other governmental units	-	289,482	-	-
Total assets	$ 3,602,814	$ 1,843,069	$ 7,888,402	$ 3,619,795
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities				
Accounts and contracts payable	$ -	$ 24,576	$ 51,282	$ 38,869
Due to other funds	-	-	-	-
Accrued liabilities	-	58,490	-	24,742
Unearned revenue	-	-	-	441
Total liabilities	-	83,066	51,282	64,052
Deferred Inflows of resources				
Special assessment receipts	-	-	-	-
Unavailable revenue	-	237,195	-	-
Total deferred inflows of resources	-	237,195	-	-
Fund Balances				
Nonspendable:				
Restricted for:				
Economic Development	-	-	-	3,555,743
Public safety programs				
Housing and community development	-	-	-	-
Parks and Recreation	-	-	-	-
Public Works	3,602,814	1,522,808	-	-
Debt service	-	-	-	-
Quality of Life	-	-	-	-
Committed for:				
Health related programs	-	-	7,837,120	-
Debt service	-	-	-	-
Public Works	-	-	-	-
Unassigned (deficit)	-	-	-	-
Total fund balances	3,602,814	1,522,808	7,837,120	3,555,743
Total liabilities, deferred inflows of resources, and fund balances	$ 3,602,814	$ 1,843,069	$ 7,888,402	$ 3,619,795

See independent auditors' report.

City of Las Cruces

Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue			
	Downtown Revitalization	Special Assessments/ Northrise Morningstar	Sonoma Ranch	Valley View Heske Garden
Assets				
Pooled cash and investments	$ -	$ -	$ -	$ -
Restricted cash and investments	49,643	-	-	165,246
Receivables, net	-	5,884	7,649,353	-
Due from other governmental units	-	-	-	-
Total assets	$ 49,643	$ 5,884	$ 7,649,353	$ 165,246
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities				
Accounts and contracts payable	$ -	$ -	$ -	$ -
Due to other funds	-	-	-	-
Accrued liabilities	-	-	-	-
Unearned revenue	-	-	-	-
Total liabilities	-	-	-	-
Deferred Inflows of resources				
Special assessment receipts	-	5,884	7,649,353	-
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	-	5,884	7,649,353	-
Fund Balances				
Nonspendable:				
Restricted for:				
Economic Development	49,643			
Public safety programs				
Housing and community development	-	-	-	-
Parks and Recreation	-	-	-	165,246
Public Works	-	-	-	-
Debt service	-	-	-	-
Quality of Life	-	-	-	-
Committed for:				
Health related programs	-	-	-	-
Debt service	-	-	-	-
Public Works	-	-	-	-
Unassigned (deficit)	-	-	-	-
Total fund balances	49,643	-	-	165,246
Total liabilities, deferred inflows of resources, and fund balances	$ 49,643	$ 5,884	$ 7,649,353	$ 165,246

See independent auditors' report.

City of Las Cruces

Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue			
	Griggs Walnut Plume	Alarm F & F	Environmental Gross Receipts Tax	Gasoline Tax
Assets				
Pooled cash and investments	$ -	$ -	$ -	$ -
Restricted cash and investments	6,023,972	3,040	-	2,666,833
Receivables, net	1,391	-	-	-
Due from other governmental units	-	-	-	144,377
Total assets	$ 6,025,363	$ 3,040	$ -	$ 2,811,210
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities				
Accounts and contracts payable	$ 21,463	$ 1,500	$ -	$ 25,575
Due to other funds	-	-	-	-
Accrued liabilities	1,686	-	-	11,568
Unearned revenue	-	-	-	-
Total liabilities	23,149	1,500	-	37,143
Deferred Inflows of resources				
Special assessment receipts	-	-	-	-
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	-	-	-	-
Fund Balances				
Nonspendable:				
Restricted for:				
Economic Development	-	-	-	-
Public safety programs	-	1,540	-	-
Housing and community development	-	-	-	-
Parks and Recreation	-	-	-	-
Public Works	6,002,214	-	-	2,774,067
Debt service	-	-	-	-
Quality of Life	-	-	-	-
Committed for:				
Health related programs	-	-	-	-
Debt service	-	-	-	-
Public Works	-	-	-	-
Unassigned (deficit)	-	-	-	-
Total fund balances	6,002,214	1,540	-	2,774,067
Total liabilities, deferred inflows of resources, and fund balances	$ 6,025,363	$ 3,040	$ -	$ 2,811,210

See independent auditors' report.

City of Las Cruces

Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue		Capital Projects	
	TIDD Dedicated Revenues	Las Cruces Convention Center	Community Investment Projects	2016 Flood
Assets				
Pooled cash and investments	$ -	$ -	$ 2,621,772	$ -
Restricted cash and investments	6,279,004	494,187	-	235,403
Receivables, net	10,998	118,373	-	1,089
Due from other governmental units	913,585	-	-	-
Total assets	$ 7,203,587	$ 612,560	$ 2,621,772	$ 236,492
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities				
Accounts and contracts payable	$ -	$ -	$ 85,566	$ -
Due to other funds	-	-	-	-
Accrued liabilities	-	-	-	-
Unearned revenue	-	-	-	-
Total liabilities	-	-	85,566	-
Deferred Inflows of resources				
Special assessment receipts	-	-	-	-
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	-	-	-	-
Fund Balances				
Nonspendable:				
Restricted for:				
Economic Development	7,203,587	-	-	-
Public safety programs	-	-	-	-
Housing and community development	-	-	-	-
Parks and Recreation	-	-	-	-
Public Works	-	-	2,536,206	236,492
Debt service	-	612,560	-	-
Quality of Life	-	-		-
Committed for:				
Health related programs	-	-	-	-
Debt service	-	-	-	-
Public Works	-	-	-	-
Unassigned (deficit)	-	-	-	-
Total fund balances	7,203,587	612,560	2,536,206	236,492
Total liabilities, deferred inflows of resources, and fund balances	$ 7,203,587	$ 612,560	$ 2,621,772	$ 236,492

See independent auditors' report.

City of Las Cruces

Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2022

	Capital Projects			
	2017 SSGRT Facilities	2018 HHGRT	Capital Grant Projects	Public Parks
Assets				
Pooled cash and investments	$ -	$ -	$ -	$ -
Restricted cash and investments	5,654,912	3,090,056	-	6,188,319
Receivables, net	-	-	-	-
Due from other governmental units	-	-	1,559,206	-
Total assets	$ 5,654,912	$ 3,090,056	$ 1,559,206	$ 6,188,319
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities				
Accounts and contracts payable	$ 227,427	$ -	$ 88,452	$ 119,655
Due to other funds	-	-	1,453,254	-
Accrued liabilities	-	-	-	-
Unearned revenue	-	-	17,500	-
Total liabilities	227,427	-	1,559,206	119,655
Deferred Inflows of resources				
Special assessment receipts	-	-	-	-
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	-	-	-	-
Fund Balances				
Nonspendable:				
Restricted for:				
Economic Development	-	-	-	-
Public safety programs	-	-	-	-
Housing and community development	-	-	-	-
Parks and Recreation	-	-	-	6,068,664
Public Works	5,427,485	3,090,056	-	-
Debt service	-	-	-	-
Quality of Life	-	-	-	-
Committed for:				
Health related programs	-	-	-	-
Debt service	-	-	-	-
Public Works	-	-	-	-
Unassigned (deficit)	-	-	-	-
Total fund balances	5,427,485	3,090,056	-	6,068,664
Total liabilities, deferred inflows of resources, and fund balances	$ 5,654,912	$ 3,090,056	$ 1,559,206	$ 6,188,319

See independent auditors' report.

City of Las Cruces

Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2022

	Capital Projects			
	Street Improvement	Sales Tax-Street Maintenance	VAD Street Project	2015A HHS
Assets				
Pooled cash and investments	$ -	$ -	$ -	$ 559,792
Restricted cash and investments	1,078,872	7,843,104	7,781,714	-
Receivables, net	-	25,000	-	-
Due from other governmental units	-	-	-	-
Total assets	$ 1,078,872	$ 7,868,104	$ 7,781,714	$ 559,792
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities				
Accounts and contracts payable	$ -	$ 724,267	$ 11,583	$ 212,036
Due to other funds	-	-	-	-
Accrued liabilities	-	-	-	-
Unearned revenue	-	25,000	-	-
Total liabilities	-	749,267	11,583	212,036
Deferred Inflows of resources				
Special assessment receipts	-	-	-	-
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	-	-	-	-
Fund Balances				
Nonspendable:				
Restricted for:				
Economic Development	-	-	-	-
Public safety programs	-	-	-	-
Housing and community development	-	-	-	-
Parks and Recreation	-	-	-	-
Public Works	1,078,872	7,118,837	7,770,131	347,756
Debt service	-	-	-	-
Quality of Life	-	-	-	-
Committed for:				
Health related programs	-	-	-	-
Debt service	-	-	-	-
Public Works	-	-	-	-
Unassigned (deficit)	-	-	-	-
Total fund balances	1,078,872	7,118,837	7,770,131	347,756
Total liabilities, deferred inflows of resources, and fund balances	$ 1,078,872	$ 7,868,104	$ 7,781,714	$ 559,792

See independent auditors' report.

City of Las Cruces

Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2022

	Capital Projects			
	General Obligation Bonds	TIDD Street Projects	Flood Control	2015B HHS
Assets				
Pooled cash and investments	$ -	$ -	$ 4,946,295	$ -
Restricted cash and investments	9,588,248	2,398,910	-	3,319,761
Receivables, net	-	-	5,430	9,335
Due from other governmental units	-	-	-	-
Total assets	$ 9,588,248	$ 2,398,910	$ 4,951,725	$ 3,329,096
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities				
Accounts and contracts payable	$ 1,289,837	$ 16,299	$ 71,508	$ -
Due to other funds	-	-	-	-
Accrued liabilities	-	-	-	-
Unearned revenue	-	-	-	-
Total liabilities	1,289,837	16,299	71,508	-
Deferred Inflows of resources				
Special assessment receipts	-	-	-	-
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	-	-	-	-
Fund Balances				
Nonspendable:				
Restricted for:				
Economic Development	-	-	-	-
Public safety programs	-	-	-	-
Housing and community development	-	-	-	-
Parks and Recreation	-	-	-	-
Public Works	8,298,411	2,382,611	$ 4,880,217	3,329,096
Debt service	-	-	-	-
Quality of Life	-	-	-	-
Committed for:				
Health related programs	-	-	-	-
Debt service	-	-	-	-
Public Works	-	-	-	-
Unassigned (deficit)	-	-	-	-
Total fund balances	8,298,411	2,382,611	4,880,217	3,329,096
Total liabilities, deferred inflows of resources, and fund balances	$ 9,588,248	$ 2,398,910	$ 4,951,725	$ 3,329,096

See independent auditors' report.

City of Las Cruces

Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2022

	Capital Projects			
	2020A NMFA SSGRT	2020B NMFA ESP	2018 Gas Tax Loan	2017 NMFA
Assets				
Pooled cash and investments	$ -	$ -	$ -	$ -
Restricted cash and investments	9,014,322	2,144,103	195	255,844
Receivables, net	-	-	-	-
Due from other governmental units	-	-	-	-
Total assets	$ 9,014,322	$ 2,144,103	$ 195	$ 255,844
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities				
Accounts and contracts payable	29,398	$ -	$ -	190,740
Due to other funds	-	-	-	-
Accrued liabilities	-	-	-	-
Unearned revenue	-	-	-	-
Total liabilities	29,398	-	-	190,740
Deferred Inflows of resources				
Special assessment receipts	-	-	-	-
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	-	-	-	-
Fund Balances				
Nonspendable:				
Restricted for:				
Economic Development	-	-	-	-
Public safety programs	-	-	-	-
Housing and community development	-	-	-	-
Parks and Recreation	-	-	-	-
Public Works	8,984,924	2,144,103	195	65,104
Debt service	-	-	-	-
Quality of Life	-	-	-	-
Committed for:				
Health related programs	-	-	-	-
Debt service	-	-	-	-
Public Works	-	-	-	-
Unassigned (deficit)	-	-	-	-
Total fund balances	8,984,924	2,144,103	195	65,104
Total liabilities, deferred inflows of resources, and fund balances	$ 9,014,322	$ 2,144,103	$ 195	$ 255,844

See independent auditors' report.

City of Las Cruces

Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2022

	Capital Projects	
	2020 NMFA MGRT	Total
Assets		
Pooled cash and investments	$ -	$ 8,127,859
Restricted cash and investments	6,383,332	102,164,680
Receivables, net	-	12,853,244
Due from other governmental units	-	3,187,745
Total assets	$ 6,383,332	$ 126,333,528
Liabilities, Deferred Inflows of Resources, and Fund Balances		
Liabilities		
Accounts and contracts payable	210,058	$ 3,550,795
Due to other funds	-	1,562,759
Accrued liabilities	-	117,410
Unearned revenue	-	4,535,448
Total liabilities	210,058	9,766,412
Deferred Inflows of resources		
Special assessment receipts	-	7,655,237
Unavailable revenue	-	237,195
Total deferred inflows of resources	-	7,892,432
Fund Balances		
Nonspendable:		
Restricted for:		
Economic Development	-	10,808,973
Public safety programs	-	3,200,932
Housing and community development	-	2,122,631
Parks and Recreation	-	6,326,796
Public Works	6,173,274	77,765,672
Debt service	-	612,560
Quality of Life	-	-
Committed for:		
Health related programs	-	7,837,120
Debt service	-	-
Public Works	-	-
Unassigned (deficit)	-	-
Total fund balances	6,173,274	108,674,684
Total liabilities, deferred inflows of resources, and fund balances	$ 6,383,332	$ 126,333,528

See independent auditors' report.

City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue		
	Community Development Block Grant	Affordable Housing Trust	Recreation Projects
Revenues			
Taxes:			
Gross receipts	$ -	$ -	$ -
Property	-	-	-
Lodgers	-	-	-
State-shared	-	-	8,849
Charges for services	-	-	-
Fees and fines	-	-	-
Investment income (loss)	-	-	(1,370)
Intergovernmental:			
Federal	1,730,416	-	-
State	-	-	-
Local	-	-	-
Other	158,172	-	-
Total revenues	1,888,588	-	7,479
Expenditures			
Current:			
General government	-	-	-
Police	-	-	-
Fire	-	-	-
Community development	-	55,064	-
Quality of Life	-	-	-
Economic development	1,563,588	-	-
Public works	-	-	-
Parks and Rec	-	-	-
Capital outlay	325,000	1,156,513	-
Debt service			
Principal payment	-	-	-
Interest and other charges	-	-	-
Total expenditures	1,888,588	1,211,577	-
Revenues over (under) expenditures	-	(1,211,577)	7,479
Other Financing Sources (Uses)			
Issuance of debt	-	-	-
Premium on issuance of debt			
Sale of capital assets	-	-	-
Transfers in	-	1,155,000	-
Transfers out	-	-	-
Total other financing sources (uses)	-	1,155,000	-
Net change in fund balance	-	(56,577)	7,479
Fund balances- beginning of year	34,247	2,144,961	85,407
Fund balance- end of year	$ 34,247	$ 2,088,384	$ 92,886

See independent auditors' report.

City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue			
	Older Americans Act Programs	Fire	Emergency Medical Services	Police Protection
Revenues				
Taxes:				
Gross receipts	$ -	$ -	$ -	$ -
Property	-	-	-	-
Lodgers	-	-	-	-
State-shared	-	-	-	-
Charges for services	-	-	-	-
Fees and fines	-	-	-	-
Investment income (loss)	-	-	-	(1,557)
Intergovernmental:				
Federal	619,672	-	-	-
State	522,680	1,103,788	14,453	145,411
Local	-	-	-	-
Other	183,159	-	-	-
Total revenues	1,325,511	1,103,788	14,453	143,854
Expenditures				
Current:				
General government	-	-	-	-
Police	-	-	-	150,547
Fire	-	1,070,741	14,453	-
Community development	-	-	-	-
Quality of Life	1,325,511	-	-	-
Economic development	-	-	-	-
Public works	-	-	-	-
Parks and Rec	-	-	-	-
Capital outlay	-	33,047	-	-
Debt service				
Principal payment	-	-	-	-
Interest and other charges	-	-	-	-
Total expenditures	1,325,511	1,103,788	14,453	150,547
Revenues over (under) expenditures	-	-	-	(6,693)
Other Financing Sources (Uses)				
Issuance of debt	-	-	-	-
Premium on issuance of debt				
Sale of capital assets	-	-	-	12,817
Transfers in	-	-	-	-
Transfers out	-	-	-	(55)
Total other financing sources (uses)	-	-	-	12,762
Net change in fund balance	-	-	-	6,069
Fund balances- beginning of year	-	316,275	164	121,183
Fund balance- end of year	$ -	$ 316,275	$ 164	$ 127,252

See independent auditors' report.

City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue			
	Court Awarded Funds	Keep Las Cruces Beautiful	DWI Prevention	Traffic Safety Education
Revenues				
Taxes:				
Gross receipts	$ -	$ -	$ -	$ -
Property	-	-	-	-
Lodgers	-	-	-	-
State-shared	-	-	-	-
Charges for services	-	-	-	-
Fees and fines	-	-	8,779	6,171
Investment income (loss)	-	-	(180)	(736)
Intergovernmental:				
Federal	-	-	-	-
State	-	-	-	-
Local	-	-	-	-
Other	-	-	-	-
Total revenues	-	-	8,599	5,435
Expenditures				
Current:				
General government	-	-	-	-
Police	-	-	7,036	27,935
Fire	-	-	-	-
Community development	-	-	-	-
Quality of Life	-	-	-	-
Economic development	-	-	-	-
Public works	-	-	-	-
Parks and Rec	-	-	-	-
Capital outlay	-	-	-	-
Debt service				
Principal payment	-	-	-	-
Interest and other charges	-	-	-	-
Total expenditures	-	-	7,036	27,935
Revenues over (under) expenditures	-	-	1,563	(22,500)
Other Financing Sources (Uses)				
Issuance of debt	-	-	-	-
Premium on issuance of debt				
Sale of capital assets	-	-	-	-
Transfers in	43	-	-	-
Transfers out	(26)	(355)	-	-
Total other financing sources (uses)	17	(355)	-	-
Net change in fund balance	17	(355)	1,563	(22,500)
Fund balances- beginning of year	(17)	355	11,229	57,441
Fund balance- end of year	$ -	$ -	$ 12,792	$ 34,941

See independent auditors' report.

City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue			
	Prisoner Care	Public Safety Impact Fee	Judicial Education	Court Automation
Revenues				
Taxes:				
Gross receipts	$ -	$ -	$ -	$ -
Property	-	-	-	-
Lodgers	-	-	-	-
State-shared	-	-	-	-
Charges for services	-	-	-	-
Fees and fines	58,844	-	8,622	35,198
Investment income (loss)	(19,417)	(8,365)	(46)	(7,238)
Intergovernmental:	-	-	-	-
Federal	-	-	-	-
State	-	-	-	-
Local	-	-	-	-
Other	409,891	693,128	-	302
Total revenues	449,318	684,763	8,576	28,262
Expenditures				
Current:				
General government	436,621	-	7,333	47,470
Police	-	-	-	-
Fire	-	-	-	-
Community development	-	-	-	-
Quality of Life	-	-	-	-
Economic development	-	-	-	-
Public works	-	-	-	-
Parks and Rec	-	-	-	-
Capital outlay	-	-	-	-
Debt service				
Principal payment	-	-	-	-
Interest and other charges	-	-	-	-
Total expenditures	436,621	-	7,333	47,470
Revenues over (under) expenditures	12,697	684,763	1,243	(19,208)
Other Financing Sources (Uses)				
Issuance of debt	-	-	-	-
Premium on issuance of debt				
Sale of capital assets	-	-	-	-
Transfers in	-	-	-	-
Transfers out	-	(694,607)	-	-
Total other financing sources (uses)	-	(694,607)	-	-
Net change in fund balance	12,697	(9,844)	1,243	(19,208)
Fund balances- beginning of year	1,665,372	562,944	2,020	492,744
Fund balance- end of year	$ 1,678,069	$ 553,100	$ 3,263	$ 473,536

See independent auditors' report.

City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue			
	Street Maintenance	Flood Control	Health Care Services From MMC Lease	Convention & Visitors Bureau
Revenues				
Taxes:				
Gross receipts	$ -	$ -	$ -	$ -
Property	-	5,106,025	-	-
Lodgers	-	-	-	3,025,108
State-shared	-	-	-	-
Charges for services	-	-	-	-
Fees and fines	-	-	-	-
Investment income (loss)	-	(24,475)	(97,804)	(40,720)
Intergovernmental:				
Federal	-	-	-	-
State	-	-	-	-
Local	-	-	-	-
Other	-	-	-	8,052
Total revenues	-	5,081,550	(97,804)	2,992,440
Expenditures				
Current:				
General government	-	-	12,349	-
Police	-	-	-	-
Fire	-	-	19,866	-
Community development	-	-	52	-
Quality of Life	-	-	52,082	-
Economic development	-	-	897,203	1,535,169
Public works	-	2,451,326	-	-
Parks and Rec	-	-	-	-
Capital outlay	-	33,533	-	-
Debt service				
Principal payment	-	-	-	-
Interest and other charges	-	-	-	-
Total expenditures	-	2,484,859	981,552	1,535,169
Revenues over (under) expenditures	-	2,596,691	(1,079,356)	1,457,271
Other Financing Sources (Uses)				
Issuance of debt	-	-	-	-
Premium on issuance of debt	-	-	-	-
Sale of capital assets	-	-	-	-
Transfers in	-	-	5,280,000	-
Transfers out	-	(4,770,199)	-	-
Total other financing sources (uses)	-	(4,770,199)	5,280,000	-
Net change in fund balance	-	(2,173,508)	4,200,644	1,457,271
Fund balances- beginning of year	3,602,814	3,696,316	3,636,476	2,098,472
Fund balance- end of year	$ 3,602,814	$ 1,522,808	$ 7,837,120	$ 3,555,743

See independent auditors' report.

City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue			
	Downtown Revitalization	Special Assessments/ Northrise Morningstar	Sonoma Ranch	Valley View Heske Garden
Revenues				
Taxes:				
Gross receipts	$ -	$ -	$ -	$ -
Property	-	-	-	-
Lodgers	-	-	-	-
State-shared	-	-	-	-
Charges for services	-	-	-	-
Fees and fines	-	-	-	-
Investment income (loss)	(756)	(11,236)	(10,551)	(2,586)
Intergovernmental:				
Federal	-	-	-	-
State	-	-	-	-
Local	-	-	-	-
Other	-	-	-	-
Total revenues	(756)	(11,236)	(10,551)	(2,586)
Expenditures				
Current:				
General government	-	-	-	-
Police	-	-	-	-
Fire	-	-	-	-
Community development	-	-	-	-
Quality of Life	-	-	-	-
Economic development	-	-	-	-
Public works	-	-	-	-
Parks and Rec	-	-	-	4,794
Capital outlay	-	-	-	-
Debt service				
Principal payment	-	-	-	-
Interest and other charges	-	-	-	-
Total expenditures	-	-	-	4,794
Revenues over (under) expenditures	(756)	(11,236)	(10,551)	(7,380)
Other Financing Sources (Uses)				
Issuance of debt	-	-	-	-
Premium on issuance of debt	-	-	-	-
Sale of capital assets	-	-	-	-
Transfers in	-	-	-	-
Transfers out	-	(930,338)	(872,477)	-
Total other financing sources (uses)	-	(930,338)	(872,477)	-
Net change in fund balance	(756)	(941,574)	(883,028)	(7,380)
Fund balances- beginning of year	50,399	941,574	883,028	172,626
Fund balance- end of year	$ 49,643	$ -	$ -	$ 165,246

See independent auditors' report.

City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue			
	Griggs Walnut Plume	Alarm F&F	Environmental Gross Receipts Tax	Gasoline Tax
Revenues				
Taxes:				
Gross receipts	$ -	$ -	$ -	$ -
Property	-	-	-	-
Lodgers	-	-	-	-
State-shared	-	-	-	1,787,817
Charges for services	128,960	-	-	-
Fees and fines	-	-	-	-
Investment income (loss)	(24,802)	-	-	(27,287)
Intergovernmental:				
Federal	-	-	-	-
State	-	-	-	-
Local	-	-	-	-
Other	822	-	-	-
Total revenues	104,980	-	-	1,760,530
Expenditures				
Current:				
General government	1,484,082	-	-	-
Police	-	-	-	-
Fire	-	-	-	-
Community development	-	-	-	-
Quality of Life	-	-	-	-
Economic development	-	-	-	-
Public works	-	-	-	801,197
Parks and Rec	-	-	-	-
Capital outlay	604,046	-	-	326,710
Debt service				
Principal payment	-	-	-	-
Interest and other charges	-	-	-	-
Total expenditures	2,088,128	-	-	1,127,907
Revenues over (under) expenditures	(1,983,148)	-	-	632,623
Other Financing Sources (Uses)				
Issuance of debt	-	-	-	-
Premium on issuance of debt	-	-	-	-
Sale of capital assets	-	-	-	-
Transfers in	400,000	-	-	930,338
Transfers out	-	-	(315,326)	(448,514)
Total other financing sources (uses)	400,000	-	(315,326)	481,824
Net change in fund balance	(1,583,148)	-	(315,326)	1,114,447
Fund balances- beginning of year	7,585,362	1,540	315,326	1,659,620
Fund balance- end of year	$ 6,002,214	$ 1,540	$ -	$ 2,774,067

See independent auditors' report.

City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue		Capital Projects	
	TIDD Dedicated Revenues	Las Cruces Convention Center	Community Investment Projects	2016 Flood
Revenues				
Taxes:				
Gross receipts	$ 3,076,730	$ -	$ -	$ -
Property	63,187	-	-	-
Lodgers	-	-	-	-
State-shared	1,595,339	-	-	-
Charges for services	-	-	-	-
Fees and fines	-	1,328,796	-	-
Investment income (loss)	(46,598)	(2,483)	(44,051)	(3,907)
Intergovernmental:				
Federal	-	-	-	-
State	-	-	-	-
Local	-	-	-	-
Other	126	-	-	-
Total revenues	4,688,784	1,326,313	(44,051)	(3,907)
Expenditures				
Current:				
General government	-	-	-	-
Police	-	-	-	-
Fire	-	-	-	-
Community development	-	-	-	-
Quality of Life	-	-	-	-
Economic development	131,470	-	-	-
Public works	-	-	-	-
Parks and Rec	-	-	-	-
Capital outlay	-	-	778,988	764,132
Debt service				
Principal payment	-	-	-	-
Interest and other charges	-	-	-	-
Total expenditures	131,470	-	778,988	764,132
Revenues over (under) expenditures	4,557,314	1,326,313	(823,039)	(768,039)
Other Financing Sources (Uses)				
Issuance of debt	-	-	-	-
Premium on issuance of debt	-	-	-	-
Sale of capital assets	-	-	-	-
Transfers in	-	-	300,000	-
Transfers out	(1,700,000)	(1,111,856)	-	-
Total other financing sources (uses)	(1,700,000)	(1,111,856)	300,000	-
Net change in fund balance	2,857,314	214,457	(523,039)	(768,039)
Fund balances- beginning of year	4,346,273	398,103	3,059,245	1,004,530
Fund balance- end of year	$ 7,203,587	$ 612,560	$ 2,536,206	$ 236,491

See independent auditors' report.

City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
June 30, 2022

	Capital Projects			
	2017 SSGRT Facilities	2018 HHGRT	Capital Grant Projects	Public Parks
Revenues				
Taxes:				
Gross receipts	$ -	$ -	$ -	$ -
Property	-	-	-	-
Lodgers	-	-	-	-
State-shared	-	-	-	-
Charges for services	-	-	-	-
Fees and fines	-	-	-	-
Investment income (loss)	(56,616)	42,292	-	(95,729)
Intergovernmental:				
Federal	-	-	373,064	-
State	-	-	2,607,268	-
Local	-	-	-	-
Other	-	-	-	1,718,155
Total revenues	(56,616)	42,292	2,980,332	1,622,426
Expenditures				
Current:				
General government	-	-	-	-
Police	-	-	17,527	-
Fire	-	-	11,371	-
Community development	-	-	-	-
Quality of Life	-	-	-	-
Economic development	-	-	-	-
Public works	-	-	5,637	-
Parks and Rec	-	-	-	-
Capital outlay	3,440,231	6,860,024	2,945,797	1,784,379
Debt service				
Principal payment	-	-	-	-
Interest and other charges	-	-	-	-
Total expenditures	3,440,231	6,860,024	2,980,332	1,784,379
Revenues over (under) expenditures	(3,496,847)	(6,817,732)	-	(161,953)
Other Financing Sources (Uses)				
Issuance of debt	-	-	-	-
Premium on issuance of debt	-	-	-	-
Sale of capital assets	-	-	-	-
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balance	(3,496,847)	(6,817,732)	-	(161,953)
Fund balances- beginning of year	8,924,332	9,907,788	-	6,230,617
Fund balance- end of year	$ 5,427,485	$ 3,090,056	$ -	$ 6,068,664

See independent auditors' report.

City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
June 30, 2022

	Capital Projects			
	Street Improvement	Sales Tax-Street Maintenance	VAD Street Project	2015A HHS
Revenues				
Taxes:				
Gross receipts	$ -	$ -	$ -	$ -
Property	-	-	-	-
Lodgers	-	-	-	-
State-shared	-	-	-	-
Charges for services	-	-	-	-
Fees and fines	-	-	-	-
Investment income (loss)	(17,399)	(96,460)	20,441	(8,150)
Intergovernmental:				
Federal	-	-	-	-
State	-	-	-	-
Local	-	-	-	-
Other	48,339	165,459	3,161	-
Total revenues	30,940	68,999	23,602	(8,150)
Expenditures				
Current:				
General government	-	-	-	-
Police	-	-	-	-
Fire	-	-	-	-
Community development	-	-	-	-
Quality of Life	-	-	-	-
Economic development	-	-	-	-
Public works	37,509	-	-	-
Parks and Rec	-	-	-	-
Capital outlay	107,670	3,567,041	1,520,937	1,078,499
Debt service				
Principal payment	-	-	-	-
Interest and other charges	-	-	-	-
Total expenditures	145,179	3,567,041	1,520,937	1,078,499
Revenues over (under) expenditures	(114,239)	(3,498,042)	(1,497,335)	(1,086,649)
Other Financing Sources (Uses)				
Issuance of debt	-	-	-	-
Premium on issuance of debt	-	-	-	-
Sale of capital assets	-	5,000	-	-
Transfers in	-	7,130,121	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	7,135,121	-	-
Net change in fund balance	(114,239)	3,637,079	(1,497,335)	(1,086,649)
Fund balances- beginning of year	1,193,111	3,481,758	9,267,466	1,434,405
Fund balance- end of year	$ 1,078,872	$ 7,118,837	$ 7,770,131	$ 347,756

See independent auditors' report.

City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
June 30, 2022

	Capital Projects			
	General Obligation Bonds	TIDD Street Projects	Flood Control	2015B HHS
Revenues				
Taxes:				
Gross receipts	$ -	$ -	$ -	$ -
Property	-	-	-	-
Lodgers	-	-	-	-
State-shared	-	-	-	-
Charges for services	-	-	-	-
Fees and fines	-	-	-	-
Investment income (loss)	(229,176)	(30,756)	(53,509)	(13,525)
Intergovernmental:				
Federal	-	-	-	-
State	-	-	-	-
Local	-	-	-	-
Other	-	21	34,628	-
Total revenues	(229,176)	(30,735)	(18,881)	(13,525)
Expenditures				
Current:				
General government	-	-	-	-
Police	-	-	-	-
Fire	-	-	-	-
Community development	-	-	-	-
Quality of Life	-	-	-	-
Economic development	-	-	-	-
Public works	-	-	-	-
Parks and Rec	-	-	-	-
Capital outlay	15,691,041	136,535	891,864	10,079
Debt service				
Principal payment	-	-	-	-
Interest and other charges	-	-	-	-
Total expenditures	15,691,041	136,535	891,864	10,079
Revenues over (under) expenditures	(15,920,217)	(167,270)	(910,745)	(23,604)
Other Financing Sources (Uses)				
Issuance of debt	-	-	-	-
Premium on issuance of debt	-	-	-	-
Sale of capital assets	-	-	-	-
Transfers in	-	1,200,000	3,642,355	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	1,200,000	3,642,355	-
Net change in fund balance	(15,920,217)	1,032,730	2,731,610	(23,604)
Fund balances- beginning of year	24,218,628	1,349,881	2,148,607	3,352,700
Fund balance- end of year	$ 8,298,411	$ 2,382,611	$ 4,880,217	$ 3,329,096

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City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
June 30, 2022

	Capital Projects			
	2020A NMFA SSGRT	2020B NMFA ESP	2018 Gas Tax Loan	2017 NMFA
Revenues				
Taxes:				
Gross receipts	$ -	$ -	$ -	$ -
Property	-	-	-	-
Lodgers	-	-	-	-
State-shared	-	-	-	-
Charges for services	-	-	-	-
Fees and fines	-	-	-	-
Investment income (loss)	23,442	30,333	25	17,067
Intergovernmental:				
Federal	-	-	-	-
State	-	-	-	-
Local	-	-	-	-
Other	-	-	-	-
Total revenues	23,442	30,333	25	17,067
Expenditures				
Current:				
General government	-	-	-	-
Police	-	-	-	-
Fire	-	-	-	-
Community development	-	-	-	-
Quality of Life	-	-	-	-
Economic development	-	-	-	-
Public works	-	-	-	-
Parks and Rec	-	-	-	-
Capital outlay	72,591	872,588	-	2,302,780
Debt service				
Principal payment	-	-	-	-
Interest and other charges	-	-	-	-
Total expenditures	72,591	872,588	-	2,302,780
Revenues over (under) expenditures	(49,149)	(842,255)	25	(2,285,713)
Other Financing Sources (Uses)				
Issuance of debt	-	-	-	-
Premium on issuance of debt	-	-	-	-
Sale of capital assets	-	-	-	-
Transfers in	-	-	-	-
Transfers out	-	-	(21,649)	-
Total other financing sources (uses)	-	-	(21,649)	-
Net change in fund balance	(49,149)	(842,255)	(21,624)	(2,285,713)
Fund balances- beginning of year	9,034,073	2,986,358	21,819	2,350,817
Fund balance- end of year	$ 8,984,924	$ 2,144,103	$ 195	$ 65,104

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City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
June 30, 2022

	Capital Projects	
	2020 NMFA MGRT	Total
Revenues		
Taxes:		
Gross receipts	$ -	$ 3,076,730
Property	-	5,169,212
Lodgers	-	3,025,108
State-shared	-	3,392,005
Charges for services	-	128,960
Fees and fines	-	1,446,410
Investment income (loss)	30,960	(812,925)
Intergovernmental:		
Federal	-	2,723,152
State	-	4,393,600
Local	-	-
Other	-	3,423,415
Total revenues	30,960	25,965,667
Expenditures		
Current:		
General government	-	1,987,855
Police	-	203,045
Fire	-	1,116,431
Community development	-	55,116
Quality of Life	-	1,377,593
Economic development	-	4,127,430
Public works	-	3,295,669
Parks and Rec	-	4,794
Capital outlay	2,041,516	47,345,541
Debt service		
Principal payment	-	-
Interest and other charges	-	-
Total expenditures	2,041,516	59,513,474
Revenues over (under) expenditures	(2,010,556)	(33,547,807)
Other Financing Sources (Uses)		
Issuance of debt	-	-
Premium on issuance of debt	-	-
Sale of capital assets	-	17,817
Transfers in	-	20,037,857
Transfers out	-	(10,865,402)
Total other financing sources (uses)	-	9,190,272
Net change in fund balance	(2,010,556)	(24,357,535)
Fund balances- beginning of year	8,183,830	133,032,219
Fund balance- end of year	$ 6,173,274	$ 108,674,684

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Community Development Block Grant
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Intergovernmental				
Federal	$ 5,262,704	5,262,704	1,730,416	(3,532,288)
Other	-	-	158,172	158,172
Total revenues	5,262,704	5,262,704	1,888,588	(3,374,116)
Expenditures				
Current				
Economic Development	4,937,706	4,567,706	1,563,588	3,004,118
Community Development	-	-	-	-
Capital outlay	325,000	695,000	325,000	370,000
	5,262,706	5,262,706	1,888,588	3,374,118
Revenues over (under) expenditures	(2)	(2)	-	2
Net change in fund balance	(2)	(2)	-	2
Fund balances- beginning of year	32,247	32,247	34,247	-
Fund balance- end of year	$ 32,245	32,245	34,247	2

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Affordable Housing Trust Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Other	$ -	-	-	-
Total revenues	-	-	-	-
Expenditures				
Current				
Community development	781,407	781,407	55,064	726,343
Capital outlay	-	1,155,000	1,156,513	(1,513)
Total expenditures	781,407	1,936,407	1,211,577	724,830
Revenues over (under) expenditures	(781,407)	(1,936,407)	(1,211,577)	(724,830)
Other Financing Sources (Uses)				
Transfers in	1,155,000	1,155,000	1,155,000	-
Total other financing sources (uses)	1,155,000	1,155,000	1,155,000	-
Net change in fund balance	373,593	(781,407)	(56,577)	724,830
Fund balances- beginning of year	2,144,961	2,144,961	2,144,961	-
Fund balance- end of year	$ 2,518,554	1,363,554	2,088,384	724,830

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Recreation Projects
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Taxes	$ -	-	-	-
State-shared	10,000	10,000	8,849	(1,151)
Investment income (loss)	-	-	(1,370)	(1,370)
Total revenues	10,000	10,000	7,479	(2,521)
Expenditures				
Current				
Parks and Rec	-	-	-	-
Capital outlay	20,600	20,600	-	20,600
Total expenditures	20,600	20,600	-	20,600
Revenues over (under) expenditures	(10,600)	(10,600)	7,479	18,079
Net change in fund balance	(10,600)	(10,600)	7,479	18,079
Fund balances- beginning of year	85,407	85,407	85,407	
Fund balance- end of year	$ 74,807	74,807	92,886	18,079

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Older Americans Act Program
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Intergovernmental:				
Federal	$ 56,755	619,672	619,672	-
State	-	522,680	522,680	-
Local	-	-	-	-
Other	-	234,000	183,159	(50,841)
Total revenues	56,755	1,376,352	1,325,511	(50,841)
Expenditures				
Current				
Quality of Life	69,986	1,389,583	1,325,511	64,072
Total expenditures	69,986	1,389,583	1,325,511	64,072
Revenues over (under) expenditures	(13,231)	(13,231)	-	13,231
Net change in fund balance	(13,231)	(13,231)	-	13,231
Fund balance- end of year	-	-	-	-
Fund balance- end of year	$ (13,231)	-	-	-

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Fire Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ -	-	-	-
Intergovernmental				
State	1,222,965	1,426,981	1,103,788	(323,193)
Total revenues	1,222,965	1,426,981	1,103,788	(323,193)
Expenditures				
Current				
Fire	1,176,965	1,372,854	1,070,741	302,113
Capital outlay	46,000	54,127	33,047	21,080
Total expenditures	1,222,965	1,426,981	1,103,788	323,193
Revenues over (under) expenditures	-	-	-	-
Net change in fund balance	-	-	-	-
Fund balances- beginning of year	316,275	316,275	316,275	-
Fund balance- end of year	$ 316,275	316,275	316,275	-

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Emergency Medical Services Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ -	-	-	-
Intergovernmental				
State	20,000	14,453	14,453	-
Total revenues	20,000	14,453	14,453	-
Expenditures				
Current				
Fire	20,000	14,453	14,453	-
Total expenditures	20,000	14,453	14,453	-
Revenues over (under) expenditures	-	-	-	-
Net change in fund balance	-	-	-	-
Fund balances-beginning of the year	164	164	164	-
Fund balances-end of year	$ 164	164	164	-

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Police Protection Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Fees and fines	$ -	-	-	-
Investment income (loss)	-	-	(1,557)	(1,557)
Intergovernmental				
Federal	-	-	-	-
State	138,600	145,411	145,411	-
Total revenues	138,600	145,411	143,854	(1,557)
Expenditures				
Current				
Police	158,355	165,166	150,547	14,619
Total expenditures	158,355	165,166	150,547	14,619
Revenues over (under) expenditures	(19,755)	(19,755)	(6,693)	13,062
Other Financing Sources (Uses)				
Sale of capital assets	-	-	12,817	12,817
Transfers out	-	(55)	(55)	-
Total other financing sources (uses)	-	(55)	12,762	12,817
Net change in fund balance	(19,755)	(19,810)	6,069	25,879
Fund balances- beginning of year	121,183	121,183	121,183	-
Fund balance- end of year	$ 101,428	101,373	127,252	25,879

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Court Awarded Funds
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ -	-	-	-
Total revenues	-	-	-	-
Expenditures				
Current	-	-	-	-
Total expenditures	-	-	-	-
Revenue over(under) expenditures	-	-	-	-
Other Financing Sources (Uses)				
Transfers in	-	43	43	-
Transfers out	-	(26)	(26)	-
Total other financing sources (uses)	-	17	17	-
Net change in fund balance	-	17	17	-
Fund balances- beginning of year	(17)	(17)	(17)	-
Fund balance- end of year	$ (17)	-	-	-

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Keep Las Cruces Beautiful
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Intergovernmental	$ -	-	-	-
Total revenues	-	-	-	-
Expenditures				
Total expenditures	-	-	-	-
Revenues over (under) expenditures	-	-	-	-
Other Financing Sources (Uses)				
Transfers out	-	(355)	(355)	-
Total other financing sources (uses)	-	(355)	(355)	-
Net change in fund balance	-	(355)	(355)	
Fund balances- beginning of year	355	355	355	-
Fund balance- end of year	$ 355	-	-	-

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
DWI Prevention
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Fees and fines	$ 40,000	40,000	8,779	(31,221)
Investment income (loss)	-	-	(180)	(180)
Total revenues	40,000	40,000	8,599	(31,401)
Expenditures				
Current				
Police	20,000	20,000	7,036	12,964
Total expenditures	20,000	20,000	7,036	12,964
Revenues over (under) expenditures	20,000	20,000	1,563	(18,437)
Net change in fund balance	20,000	20,000	1,563	(18,437)
Fund balances- beginning of year	11,229	11,229	11,229	-
Fund balances- end of year	$ 31,229	31,229	12,792	(18,437)

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Traffic Safety Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Fees and fines	$ 30,000	30,000	6,171	(23,829)
Investment income (loss)	-	-	(736)	(736)
Total revenues	30,000	30,000	5,435	(24,565)
Expenditures				
Current				
Police	34,057	34,057	27,935	6,122
Total expenditures	34,057	34,057	27,935	6,122
Revenues over (under) expenditures	(4,057)	(4,057)	(22,500)	(18,443)
Net change in fund balance	(4,057)	(4,057)	(22,500)	(18,443)
Fund balances- beginning of year	57,441	57,441	57,441	-
Fund balance- end of year	$ 53,384	53,384	34,941	(18,443)

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Prisoner Care Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Fees and fines	$ -	$ -	$ 58,844	$ 58,844
Investment income (loss)	-	-	(19,417)	(19,417)
Intergovernmental	-	-	-	-
Other	-	-	409,891	409,891
Total revenues	-	-	449,318	449,318
Expenditures				
Current				
General Government	350,000	350,000	436,621	(86,621)
Total expenditures	350,000	350,000	436,621	(86,621)
Revenues over (under) expenditures	(350,000)	(350,000)	12,697	362,697
Other Financing Sources (Uses)				
Transfers In	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balance	(350,000)	(350,000)	12,697	362,697
Fund balances- beginning of year	1,665,372	1,665,372	1,665,372	-
Fund balance- end of year	$ 1,315,372	$ 1,315,372	$ 1,678,069	$ 362,697

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Public Safety Impact Fee Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	**Actual**	
Revenues				
Investment income (loss)	$ -	-	(8,365)	(8,365)
Other	550,000	550,000	693,128	143,128
Total revenues	550,000	550,000	684,763	134,763
Expenditures				
Total expenditures	-	-	-	-
Revenues over (under) expenditures	550,000	550,000	684,763	134,763
Other Financing Sources (Uses)				
Transfers out	(694,607)	(694,607)	(694,607)	-
Total other financing sources (uses)	(694,607)	(694,607)	(694,607)	-
Net change in fund balance	(144,607)	(144,607)	(9,844)	134,763
Fund balances- beginning of year	562,944	562,944	562,944	-
Fund balance- end of year	$ 418,337	418,337	553,100	134,763

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Judicial Education Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Fees and fines	$ 35,000	35,000	8,622	(26,378)
Investment income (loss)	-	-	(46)	(46)
Total revenues	35,000	35,000	8,576	(26,424)
Expenditures				
Current				
General government	34,399	34,399	7,333	27,066
Total expenditures	34,399	34,399	7,333	27,066
Revenues over (under) expenditures	601	601	1,243	642
Net change in fund balance	601	601	1,243	642
Fund balances- beginning of year	2,020	2,020	2,020	3,263
Fund balance- end of year	$ 2,621	2,621	3,263	642

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Court Automation Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	**Actual**	
Revenues				
Fees and fines	$ 53,760	53,760	35,198	(18,562)
Investment income (loss)	-	-	(7,238)	(7,238)
Other	-	-	302	302
Total revenues	53,760	53,760	28,262	(25,498)
Expenditures				
Current				
General government	156,540	156,540	47,470	109,070
Total expenditures	156,540	156,540	47,470	109,070
Revenues over (under) expenditures	(102,780)	(102,780)	(19,208)	83,572
Net change in fund balance	(102,780)	(102,780)	(19,208)	83,572
Fund balances- beginning of year	492,744	492,744	492,744	473,536
Fund balance- end of year	$ 389,964	389,964	473,536	83,572

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Street Maintenance Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Taxes				
Gross receipts	$ -	-	-	-
Investment income (loss)	-	-	-	-
Total revenues	-	-	-	-
Expenditures				
Current				
Public works	-	-	-	-
Capital outlay	-	-	-	-
Total expenditures	-	-	-	-
Revenues over (under) expenditures	-	-	-	-
Other Financing Sources (Uses)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balance	-	-	-	-
Fund balances- beginning of year	3,602,814	3,602,814	3,602,814	-
Fund balance- end of year	$ 3,602,814	3,602,814	3,602,814	-

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Special Revenue Flood Control Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Taxes				
Property	$ 5,019,820	5,019,820	5,106,025	86,205
Investment income (loss)	5,000	2,250	(24,475)	(26,725)
Total revenues	5,024,820	5,022,070	5,081,550	59,480
Expenditures				
Current				
Public works	3,081,153	3,036,903	2,451,326	585,577
Parks and Rec	50,000	50,000	-	50,000
Capital outlay	36,000	80,250	33,533	46,717
Total expenditures	3,167,153	3,167,153	2,484,859	682,294
Revenues over (under) expenditures	1,857,667	1,854,917	2,596,691	741,774
Other Financing Sources (Uses)				
Transfers In	-	-	-	-
Transfers Out	(4,770,199)	(4,770,199)	(4,770,199)	-
Total other financing sources (uses)	(4,770,199)	(4,770,199)	(4,770,199)	-
Net change in fund balance	(2,912,532)	(2,915,282)	(2,173,508)	741,774
Fund balances- beginning of year	3,696,316	3,696,316	3,696,316	-
Fund balance- end of year	$ 783,784	781,034	1,522,808	741,774

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Health Care Services from MMC Lease Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ -	10,000	(97,804)	(107,804)
Total revenues	-	10,000	(97,804)	(8,545)
Expenditures				
Current				
General government	-	15,000	12,349	2,651
Economic Development	1,450,000	1,465,000	897,203	567,797
Fire	90,691	90,691	19,866	70,825
Community development	-	-	52	(52)
Quality of Life	117,000	117,000	52,082	64,918
Capital outlay	354,016	4,104,016	-	4,104,016
Total expenditures	2,011,707	5,791,707	981,552	4,810,155
Revenues over (under) expenditures	(2,011,707)	(5,781,707)	(1,079,356)	4,702,351
Other Financing Sources (Uses)				
Transfers in	1,500,000	5,280,000	5,280,000	-
Total other financing sources (uses)	1,500,000	5,280,000	5,280,000	-
Net change in fund balance	(511,707)	(501,707)	4,200,644	4,702,351
Fund balances- beginning of year	3,636,476	3,636,476	3,636,476	-
Fund balance- end of year	$ 3,249,353	1,067,375	7,837,120	2,569,101

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Convention & Visitors Bureau Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Taxes				
Lodgers	$ 1,500,000	1,500,000	3,025,108	1,525,108
Investment income (loss)	-	-	(40,720)	(40,720)
Intergovernmental				
State	-	(246,250)	-	246,250
Other	1,500	1,500	8,052	6,552
Total revenues	1,501,500	1,255,250	2,992,440	1,737,190
Expenditures				
Current				
Economic development	2,608,134	2,408,134	1,535,169	872,965
Capital outlay	-	-	-	-
Total expenditures	2,608,134	2,408,134	1,535,169	872,965
Revenues over (under) expenditures	(1,106,634)	(1,152,884)	1,457,271	2,610,155
Net change in fund balance	(1,106,634)	(1,152,884)	1,457,271	2,610,155
Fund balances- beginning of year	2,098,472	2,098,472	2,098,472	-
Fund balance- end of year	$ 991,838	945,588	3,555,743	2,610,155

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Downtown Revitalization Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ -	-	(756)	(756)
Total revenues	-	-	(756)	(756)
Expenditures				
Total expenditures	-	-	-	-
Revenues over (under) expenditures	-	-	(756)	(756)
Net change in fund balance	-	-	(756)	(756)
Fund balances- beginning of year	50,399	50,399	50,399	-
Fund balance- end of year	$ 50,399	50,399	49,643	(756)

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Special Assesstments/Northrise Morningstar Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ -	-	(11,236)	(11,236)
Other	-	-	-	-
Total revenues	-	-	(11,236)	(11,236)
Expenditures				
Current	-	-	-	-
Total expenditures	-	-	-	-
Revenues over (under) expenditures	-	-	(11,236)	(11,236)
Other Financing Sources (Uses)				
Transfers out	-	(942,162)	(930,338)	11,824
Total other financing sources (uses)	-	(942,162)	(930,338)	-
Net change in fund balance	-	(942,162)	(941,574)	588
Fund balances- beginning of year	941,574	941,574	941,574	-
Fund balance- end of year	$ 941,574	(588)	-	588

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Sonoma Ranch Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	**Actual**	
Revenues				
Investment income (loss)	$ -	-	(10,551)	(10,551)
Total revenues	-	-	(10,551)	(10,551)
Expenditures				
Total expenditures	-	-	-	-
Revenues over (under) expenditures	-	-	(10,551)	(10,551)
Other Financing Sources (Uses)				
Transfers out	(884,787)	(884,787)	(872,477)	12,310
Total other financing sources (uses)	-	(884,787)	(872,477)	12,310
Net change in fund balance	-	(884,787)	(883,028)	1,759
Fund balances- beginning of year	883,028	883,028	883,028	-
Fund balance- end of year	$ 883,028	(1,759)	-	1,759

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Valley View Heske Garden Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ -	-	(2,586)	(2,586)
Total revenues	-	-	(2,586)	(2,586)
Expenditures				
Current				
Parks and Rec	5,000	5,000	4,794	206
Total expenditures	5,000	5,000	4,794	206
Revenues over (under) expenditures	(5,000)	(5,000)	(7,380)	(2,380)
Net change in fund balance	(5,000)	(5,000)	(7,380)	(2,380)
Fund balances- beginning of year	172,626	172,626	172,626	-
Fund balance- end of year	$ 167,626	167,626	165,246	(2,380)

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Griggs Walnut Plume Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Charges for services	$ 204,000	204,000	128,960	(75,040)
Investment income (loss)	14,324	10,743	(24,802)	(35,545)
Other	-	-	822	822
Total revenues	218,324	214,743	104,980	(109,763)
Expenditures				
Current				
General government	1,274,154	2,194,660	1,484,082	710,578
Capital outlay	-	728,000	604,046	123,954
Total expenditures	1,274,154	2,922,660	2,088,128	834,532
Revenues over (under) expenditures	(1,055,830)	(2,707,917)	(1,983,148)	724,769
Other Financing Sources (Uses)				
Transfers in	400,000	400,000	400,000	-
Total other financing sources (uses)	400,000	400,000	400,000	-
Net change in fund balance	(655,830)	(2,307,917)	(1,583,148)	724,769
Fund balances- beginning of year	7,585,362	7,585,362	7,585,362	-
Fund balance- end of year	$ 6,929,532	5,277,445	6,002,214	724,769

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Alarm Fees & Fine Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Fees and fines	$ -	-	-	-
Investment income (loss)	-	-	-	-
Total revenues	-	-	-	-
Expenditures				
Current				
General government	-	-	-	-
Total expenditures	-	-	-	-
Revenues over (under) expenditures	-	-	-	-
Net change in fund balance	-	-	-	-
Fund balances- beginning of year	1,540	1,540	1,540	-
Fund balance- end of year	$ 1,540	1,540	1,540	-

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Environmental Gross Receipts Tax Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Taxes				
Gross receipts	$ 1,860,000	-	-	-
Total revenues	1,860,000	-	-	-
Expenditures				
Current				
General government	(55,125)	-	-	-
Total expenditures	(55,125)	-	-	-
Revenues over (under) expenditures	1,915,125	-	-	-
Other Financing Sources (Uses)				
Transfers out	(314,111)	(315,326)	(315,326)	-
Total other financing sources (uses)	(314,111)	(315,326)	(315,326)	-
Net change in fund balance	1,601,014	(315,326)	(315,326)	-
Fund balances- beginning of year	315,326	315,326	315,326	-
Fund balance- end of year	$ 1,916,340	-	-	-

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Gasoline Tax Street Maintenance Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Taxes				
State-shared	$ 1,722,852	1,722,852	1,787,817	64,965
Investment income (loss)	5,000	2,400	(27,287)	(29,687)
Total revenues	1,727,852	1,725,252	1,760,530	35,278
Expenditures				
Current				
Public works	733,020	733,020	801,197	(68,177)
Parks and Rec	15,000	15,000	-	15,000
Capital outlay	501,000	607,263	326,710	280,553
Total expenditures	1,249,020	1,355,283	1,127,907	227,376
Revenues over (under) expenditures	478,832	369,969	632,623	262,654
Other Financing Sources (Uses)				
Transfers in	-	942,162	930,338	11,824
Transfers out	(1,233,514)	(448,514)	(448,514)	-
Total other financing sources (uses)	(1,233,514)	493,648	481,824	(11,824)
Net change in fund balance	(754,682)	863,617	1,114,447	250,830
Fund balances- beginning of year	1,659,620	1,659,620	1,659,620	-
Fund balance- end of year	$ 904,938	2,523,237	2,774,067	250,830

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
TIDD Dedicated Revenues Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Taxes				
Gross receipts	$ 251,373	2,477,657	3,076,730	599,073
Property	100,000	100,000	63,187	(36,813)
State-shared	150,613	1,289,312	1,595,339	306,027
Investment income (loss)	15,000	11,250	(46,598)	(57,848)
Other	1,000	1,000	126	(874)
Total revenues	517,986	3,879,219	4,688,784	809,565
Expenditures				
Current				
Economic development	40,000	40,000	131,470	(91,470)
Capital outlay	100,000	100,000	-	100,000
Total expenditures	140,000	140,000	131,470	8,530
Revenues over (under) expenditures	377,986	3,739,219	4,557,314	818,095
Other Financing Sources (Uses)				
Transfers out	(1,700,000)	(1,700,000)	(1,700,000)	-
Total other financing sources (uses)	(1,700,000)	(1,700,000)	(1,700,000)	-
Net change in fund balance	(1,322,014)	2,039,219	2,857,314	818,095
Fund balances- beginning of year	4,346,273	4,346,273	4,346,273	-
Fund balance- end of year	$ 3,024,259	6,385,492	7,203,587	818,095

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Las Cruces Convention Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Fees and fines	$ 949,900	949,900	1,328,796	378,896
Investment income (loss)	1,400	1,050	(2,483)	(3,533)
Total revenues	951,300	950,950	1,326,313	375,363
Expenditures				
Current				
General Government	-	-	-	-
Total expenditures	-	-	-	-
Revenues over (under) expenditures	951,300	950,950	1,326,313	375,363
Other Financing Sources (Uses)				
Transfers out	(1,111,856)	(1,111,856)	(1,111,856)	-
Total other financing sources (uses)	(1,111,856)	(1,111,856)	(1,111,856)	-
Net change in fund balance	(160,556)	(160,906)	214,457	375,363
Fund balances- beginning of year	398,103	398,103	398,103	-
Fund balance- end of year	$ 237,547	237,197	612,560	375,363

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Community Investment Projects Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ 80,000	4,600	(44,051)	(48,651)
Total revenues	80,000	4,600	(44,051)	(48,651)
Expenditures				
Current				
General government	-	-	-	-
Capital outlay	3,122,827	3,250,274	778,988	2,471,286
Total expenditures	3,122,827	3,250,274	778,988	2,471,286
Revenues over (under) expenditures	(3,042,827)	(3,245,674)	(823,039)	2,422,635
Other Financing Sources (Uses)				
Transfers in	300,000	300,000	300,000	-
Total other financing sources (uses)	300,000	300,000	300,000	-
Net change in fund balance	(2,442,827)	(2,645,674)	(523,039)	2,122,635
Fund balances- beginning of year	3,059,245	3,059,245	3,059,245	-
Fund balance- end of year	$ 616,418	413,571	2,536,206	2,122,635

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
2016 Flood Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ 15,000	1,200	(3,907)	(5,107)
Total revenues	15,000	1,200	(3,907)	(5,107)
Expenditures				
Capital outlay	764,132	764,132	764,132	-
Total expenditures	764,132	764,132	764,132	-
Revenues over (under) expenditures	(749,132)	(762,932)	(768,039)	(5,107)
Net change in fund balance	(749,132)	(762,932)	(768,039)	(5,107)
Fund balances- beginning of year	1,004,530	1,004,530	1,004,530	236,491
Fund balance- end of year	$ 255,398	241,598	236,491	(5,107)

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
2017 SSGRT Facilities
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ 175,000	4,000	(56,616)	(60,616)
Total revenues	175,000	4,000	(56,616)	(60,616)
Expenditures				
Capital outlay	9,983,003	8,926,364	3,440,231	5,486,133
Total expenditures	9,983,003	8,926,364	3,440,231	5,486,133
Revenues over (under) expenditures	(9,808,003)	(8,922,364)	(3,496,847)	5,425,517
Net change in fund balance	(9,808,003)	(8,922,364)	(3,496,847)	5,425,517
Fund balances- beginning of year	8,924,332	8,924,332	8,924,332	
Fund balance- end of year	$ (883,671)	1,968	5,427,485	5,425,517

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
2018 HHGRT Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ 120,000	10,500	42,292	4,418
Total revenues	120,000	10,500	42,292	31,792
Expenditures				
Current				
Public Works	9,600,000	9,600,000	6,860,024	2,739,976
Total expenditures	9,600,000	9,600,000	6,860,024	2,739,976
Revenues over (under) expenditures	(9,480,000)	(9,589,500)	(6,817,732)	2,771,768
Net change in fund balance	(9,480,000)	(9,589,500)	(6,817,732)	2,771,768
Fund balances- beginning of year	9,907,788	9,907,788	9,907,788	
Fund balance- end of year	$ 427,788	318,288	3,090,056	2,771,768

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Capital Grants Projects Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Local & Other Grants	$ 350,000	$ 350,000	$ -	$ (350,000)
Federal	137,201	5,632,352	373,064	(5,259,288)
State	11,216,941	20,182,567	2,607,268	(17,575,299)
Total revenues	11,704,142	26,164,919	2,980,332	(23,184,587)
Expenditures				
Current				
Fire	24,813	64,690	11,371	53,319
Police	-	47,000	17,527	29,473
Public Works	23,000	11,500	5,637	5,863
Capital outlay	12,576,444	26,064,729	2,945,797	23,118,932
Total expenditures	12,624,257	26,187,919	2,980,332	23,207,587
Revenues over (under) expenditures	(920,115)	(23,000)	-	23,000
Net change in fund balance	(920,115)	(23,000)	-	23,000
Fund balances- beginning of year	-	-	-	-
Fund balance- end of year	$ (920,115)	$ (23,000)	$ -	$ 23,000

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Public Parks Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Fees and fines	$ 1,500,000	1,500,000	1,718,155	218,155
Investment income (loss)	-	9,500	(95,729)	(105,229)
Total revenues	1,500,000	1,509,500	1,622,426	112,926
Expenditures				
Capital outlay	2,338,550	4,522,285	1,784,379	2,737,906
Total expenditures	2,338,550	4,522,285	1,784,379	2,737,906
Revenues over (under) expenditures	(838,550)	(3,012,785)	(161,953)	2,850,832
Net change in fund balance	(838,550)	(3,012,785)	(161,953)	2,850,832
Fund balances- beginning of year	6,230,617	6,230,617	6,230,617	-
Fund balance- end of year	$ 5,392,067	3,217,832	6,068,664	2,850,832

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Street Improvement Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ 20,800	$ 1,850	$ (17,399)	$ (19,249)
Other	-	-	48,339	48,339
Total revenues	20,800	1,850	30,940	29,090
Expenditures				
Current				
Public Works	100,000	191,140	37,509	153,631
Capital Outlay	-	-	107,670	(107,670)
Total expenditures	100,000	191,140	145,179	45,961
Revenues over (under) expenditures	(79,200)	(189,290)	(114,239)	75,051
Net change in fund balance	(79,200)	(189,290)	(114,239)	75,051
Fund balances- beginning of year	1,193,111	1,193,111	1,193,111	-
Fund balance- end of year	$ 1,113,911	$ 1,003,821	$ 1,078,872	$ 75,051

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Sales Tax-Street Maintenance Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ 85,000	7,000	(96,460)	(103,460)
Intergovernmental				
Other	350,000	350,000	165,459	(184,541)
Total revenues	435,000	357,000	68,999	(288,001)
Expenditures				
Current				
Public Works	-	-	-	-
Capital outlay	10,624,904	10,342,694	3,567,041	6,775,653
Total expenditures	10,624,904	10,342,694	3,567,041	6,775,653
Revenues over (under) expenditures	(10,189,904)	(9,985,694)	(3,498,042)	6,487,652
Other Financing Sources (Uses)				
Sale of capital assets	-	-	5,000	5,000
Transfers in	7,139,012	7,139,012	7,130,121	(8,891)
Transfers out	-	-	-	-
Total other financing sources (uses)	7,139,012	7,139,012	7,135,121	(3,891)
Net change in fund balance	(3,050,892)	(2,846,682)	3,637,079	6,483,761
Fund balances- beginning of year	3,481,758	3,481,758	3,481,758	-
Fund balance- end of year	$ 430,866	635,076	7,118,837	6,483,761

See independent auditors' report.

City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
VAD Street Project Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ 55,000	10,000	23,602	13,602
Total revenues	55,000	10,000	23,602	13,602
Expenditures				
Capital outlay	9,136,481	9,455,471	1,520,937	7,934,534
Total expenditures	9,136,481	9,455,471	1,520,937	7,934,534
Revenues over (under) expenditures	(9,081,481)	(9,445,471)	(1,497,335)	7,948,136
Net change in fund balance	(9,081,481)	(9,445,471)	(1,497,335)	7,948,136
Fund balances- beginning of year	9,267,466	9,267,466	9,267,466	-
Fund balance- end of year	$ 185,985	(178,005)	7,770,131	7,948,136

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

2015A HHS Fund

For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ 50,000	1,100	(8,150)	(9,250)
Total revenues	50,000	1,100	(8,150)	(9,250)
Expenditures				
Capital outlay	1,238,730	1,465,720	1,078,499	387,221
Total expenditures	1,238,730	1,465,720	1,078,499	387,221
Revenues over (under) expenditures	(1,188,730)	(1,464,620)	(1,086,649)	377,971
Net change in fund balance	(1,188,730)	(1,464,620)	(1,086,649)	377,971
Fund balances- beginning of year	1,434,405	1,434,405	1,434,405	-
Fund balance- end of year	$ 245,675	(30,215)	347,756	377,971

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
GO Bond Project 2019 Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ 207,000	20,500	(229,176)	(249,676)
Total revenues	207,000	20,500	(229,176)	(249,676)
Expenditures				
Capital outlay	27,381,429	25,634,893	15,691,041	9,943,852
Debt service				
Debt issuance cost	-	-	-	-
Total expenditures	27,381,429	25,634,893	15,691,041	9,943,852
Revenues over (under) expenditures	(27,174,429)	(25,614,393)	(15,920,217)	9,694,176
Other Financing Sources (Uses)				
Issuance of debt	-	-	-	-
Premium on issuance of debt	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balance	(27,174,429)	(25,614,393)	(15,920,217)	9,694,176
Fund balances- beginning of year	24,218,628	24,218,628	24,218,628	-
Fund balance- end of year	$ (2,955,801)	(1,395,765)	8,298,411	9,694,176

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
TIDD Street Projects Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	**Actual**	
Revenues				
Investment income (loss)	$ -	$ 2,400	$ (30,756)	$ (33,156)
Other	-	-	21	21
Total revenues	-	2,400	(30,735)	(33,135)
Expenditures				
Current				
General government	-	-		
Capital outlay	2,034,447	1,944,473	136,535	1,807,938
Total expenditures	2,034,447	1,944,473	136,535	1,807,938
Revenues over (under) expenditures	(2,034,447)	(1,942,073)	(167,270)	1,774,803
Other Financing Sources (Uses)				
Transfers in	1,200,000	1,200,000	1,200,000	-
Total other financing sources (uses)	1,200,000	1,200,000	1,200,000	-
Net change in fund balance	(2,034,447)	(1,942,073)	1,032,730	889,866
Fund balances- beginning of year	1,349,881	1,349,881	1,349,881	-
Fund balance- end of year	$ (684,566)	$ (592,192)	$ 2,382,611	$ 889,866

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Flood Control Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ 50,000	$ 4,000	$ (53,509)	$ (57,509)
Other	20,000	20,000	34,628	14,628
Total revenues	70,000	24,000	(18,881)	(42,881)
Expenditures				
Capital outlay	5,091,641	5,080,517	891,864	4,188,653
Total expenditures	5,091,641	5,080,517	891,864	4,188,653
Revenues over (under) expenditures	(5,021,641)	(5,056,517)	(910,745)	4,145,772
Other Financing Sources (Uses)				
Transfers in	3,645,775	3,645,775	3,642,355	3,420
Total other financing sources (uses)	3,645,775	3,645,775	3,642,355	(3,420)
Net change in fund balance	(1,375,866)	(1,410,742)	2,731,610	4,142,352
Fund balances- beginning of year	2,148,607	2,148,607	2,148,607	-
Fund balance- end of year	$ 772,741	$ 737,865	$ 4,880,217	$ 4,142,352

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
2015B HHS Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ -	2,200	(13,525)	(15,725)
Total revenues	-	2,200	(13,525)	(15,725)
Expenditures				
Capital outlay	3,254,231	3,254,231	10,079	3,244,152
Total expenditures	3,254,231	3,254,231	10,079	3,244,152
Revenues over (under) expenditures	(3,254,231)	(3,252,031)	(23,604)	3,228,427
Net change in fund balance	(3,254,231)	(3,252,031)	(23,604)	3,228,427
Fund balances- beginning of year	3,352,700	3,352,700	3,352,700	
Fund balance- end of year	$ 98,469	100,669	3,329,096	3,228,427

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
2020A NMFA SSGRT
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ -	9,600	23,442	13,842
Total revenues	-	9,600	23,442	13,842
Expenditures				
Capital outlay	8,950,001	8,950,001	72,591	8,877,410
Total expenditures	8,950,001	8,950,001	72,591	8,877,410
Revenues over (under) expenditures	(8,950,001)	(8,940,401)	(49,149)	8,891,252
Net change in fund balance	(8,950,001)	(8,940,401)	(49,149)	8,891,252
Fund balances- beginning of year	9,034,073	9,034,073	9,034,073	-
Fund balance- end of year	$ 84,072	93,672	8,984,924	8,891,252

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
2020B NMFA ESP Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ -	3,300	30,333	27,033
Total revenues	-	3,300	30,333	27,033
Expenditures				
Capital Outlay	1,342,668	2,986,669	872,588	2,114,081
Total expenditures	1,342,668	2,986,669	872,588	2,114,081
Revenues over (under) expenditures	(1,342,668)	(2,983,369)	(842,255)	2,141,114
Net change in fund balance	(1,342,668)	(2,983,369)	(842,255)	2,141,114
Fund balances- beginning of year	2,986,358	2,986,358	2,986,358	-
Fund balance- end of year	$ 1,643,690	2,989	2,144,103	2,141,114

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
2018 Gas Tax Loan Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	**Actual**	
Revenues				
Investment income (loss)	$ -	-	25	25
Total revenues	-	-	25	25
Expenditures				
Capital outlay	-	-	-	-
Total expenditures	-	-	-	1
Revenues over (under) expenditures	-	-	25	25
Other Financing Sources (Uses)				
Transfers out	-	(21,650)	(21,649)	1
Total other financing sources (uses)	-	(21,650)	(21,649)	1
Net change in fund balance	-	-	(21,624)	(21,624)
Fund balances- beginning of year	21,819	21,819	21,819	
Fund balance- end of year	$ 21,819	21,819	195	(21,624)

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
2017 NMFA Fund
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ 65,000	1,700	17,067	1,986
Total revenues	65,000	1,700	17,067	15,367
Expenditures				
Capital outlay	3,533,481	2,302,780	2,302,780	-
Total expenditures	3,533,481	2,302,780	2,302,780	-
Revenues over (under) expenditures	(3,468,481)	(2,301,080)	(2,285,713)	15,367
Net change in fund balance	(3,468,481)	(2,301,080)	(2,285,713)	15,367
Fund balances- beginning of year	2,350,817	2,350,817	2,350,817	65,104
Fund balance- end of year	$ (1,117,664)	49,737	65,104	15,367

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City of Las Cruces

Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
2020B NMFA MGRT
For the Year Ended June 30, 2022

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	**Actual**	(Negative)
Revenues				
Investment income (loss)	$ -	8,100	30,960	22,860
Total revenues	-	8,100	30,960	22,860
Expenditures				
Capital outlay	8,266,803	8,071,639	2,041,516	6,030,123
Debt service				
Debt issuance cost	-	-	-	-
Total expenditures	8,266,803	8,071,639	2,041,516	6,030,123
Revenues over (under) expenditures	(8,266,803)	(8,063,539)	(2,010,556)	6,052,983
Other Financing Sources (Uses)				
Issuance of debt	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balance	(8,266,803)	(8,063,539)	(2,010,556)	6,052,983
Fund balances- beginning of year	8,183,830	8,183,830	8,183,830	-
Fund balance- end of year	$ (82,973)	120,291	6,173,274	6,052,983

See independent auditors' report.

City of Las Cruces

Combining Statement of Net Position
Nonmajor Enterprise Funds
June 30, 2022

	Transit	Alternative Fuel Station	Airport	Total
Assets				
Current assets				
Pooled cash and investments	756,808	5,000	$ 362,184	$ 1,123,991
Receivables, net	355,624	-	7,159	362,784
Current portion of leases receivable	-	-	30,202	30,202
Due from other governmental units	202,589	-	654,542	857,131
Total current assets	1,315,021	5,000	1,054,087	2,374,108
Noncurrent assets				
Leases receivable	-	-	254,370	254,370
Capital assets:				
Land, water rights and construction in progress	1,390,142	-	639,330	2,029,471
Right to use leased assets, net of amortization	-	-	-	-
Other capital assets, net of depreciation	4,409,861	-	20,121,476	24,531,338
Net capital assets	5,800,003	-	20,760,806	26,560,809
Total noncurrent assets	5,800,003	-	21,015,176	26,815,179
Total assets	7,115,024	5,000	22,069,263	29,189,287
Deferred outflows of resources				
Deferred outflows related to pensions	1,378,453	-	50,811	1,429,263
Deferred outflows related to OPEB	549,701	-	-	549,701
Total deferred outflow of resources	1,928,154	-	50,811	1,978,965
Liabilities				
Current liabilities				
Accounts payable	77,714	-	424,317	502,030
Due to other funds	-	-	-	-
Accrued liabilities	177,674	-	9,972	187,646
Current portion of noncurrent liabilities	52,889	-	3,509	56,398
Total current liabilities	308,277	-	437,797	746,074
Noncurrent liabilities				
Compensated absences	211,558	-	14,035	225,593
Net pension liability	3,138,414	-	29,653	3,168,067
Net OPEB liabilty	1,519,407	-	-	1,519,407
Total noncurrent liabilities	4,869,379	-	43,688	4,913,067
Total liabilities	5,177,656	-	481,485	5,659,141
Deferred inflow of resources				
Deferred inflows related to pensions	1,030,938	-	11,968	1,042,906
Deferred inflows related to OPEB	1,007,176	-	-	1,007,176
Deferred inflows related to leases	-	-	284,572	284,572
Total deferred inflow of resources	2,038,114	-	296,540	2,334,654
Net position				
Net investment in capital assets	5,800,003	-	20,760,806	26,560,809
Unrestricted (deficit)	(3,972,595)	5,000	581,243	(3,386,352)
Total net position	$ 1,827,408	$ 5,000	$ 21,342,049	$ 23,174,456

See independent auditors' report.

City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Net Position
Nonmajor Enterprise Funds
For the Year ended June 30, 2022

	Transit	Alternative Fuel Station	Airport	Total
Operating revenues				
Sales/charges	347,891	-	40,465	388,356
Rentals/lease income	-	-	141,339	141,339
Other	-	-	-	-
Total operating revenues	347,891	-	181,804	529,695
Operating expenses				
Personnel services	4,277,951	-	266,951	4,544,902
Supplies	107,876	-	47,715	155,591
Utilities	46,555	-	53,917	100,473
Professional services	361,715	-	449,665	811,380
Motor pool charges	531,801	-	74,299	606,100
Motor fuel	654,802	-	9,364	664,166
Repairs and maintenance	105,057	-	67,556	172,613
Depreciation and amortization	550,511	-	1,050,196	1,600,707
Insurance	-	-	-	-
Pension expense	360,833	-	3,409	364,242
OPEB (benefit)	(161,969)	-	-	(161,969)
Other	75,112	-	3,600	78,712
Total operating expenses	6,910,244	-	2,026,672	8,936,917
Operating income (loss)	(6,562,353)	-	(1,844,868)	(8,407,223)
Nonoperating revenues (expenses)				
Gain (loss) on sale of capital assets	13,396	-	-	13,396
Investment income	-	-	(6,545)	(6,545)
Grants - federal	2,493,689	-	164,653	2,658,342
Grants - state	37,312	-	981,969	1,019,281
Total nonoperating revenues (expenses)	2,544,396	-	1,140,077	3,684,473
Income (loss) before capital contributions and transfers	(4,017,957)	-	(704,791)	(4,722,749)
Capital contributions	-	-	-	-
Income (loss) before transfers	(4,017,957)	-	(704,791)	(4,722,749)
Transfers				
Transfers in	1,849,838	-	850,200	2,700,038
Transfers out	(469,965)	-	-	(469,965)
Change in net position	(2,638,084)	-	145,409	(2,492,674)
Net position, beginning of year	4,465,492	5,000	21,196,640	25,667,132
Total net position, end of year	$ 1,827,408	$ 5,000	$ 21,342,049	$ 23,174,456

See independent auditors' report.

City of Las Cruces

Combining Statement of Cash Flows
Nonmajor Enterprise Funds
For the Year Ended June 30, 2022

	Transit	Alternative Fuel Station	Airport	Total
Cash flows from operating activities				
Cash received from customers	$ 25,660	$ -	$ 188,337	$ 213,997
Cash paid to suppliers	(10,668,367)	-	(918,325)	(11,586,692)
Cash paid to employees	4,369,201	-	265,824	4,635,025
Other receipts	-	-	-	-
Net cash used by operating activities	(6,273,506)	-	(464,165)	(6,737,671)
Cash flows from noncapital financing activities				
Operating grants	3,554,866	-	648,051	4,202,917
Transfers in	1,849,838	-	850,200	2,700,038
Transfers out	(469,965)	-	-	(469,965)
Net cash provided by noncapital financing activities	4,934,739	-	1,498,251	6,432,990
Cash flows from capital financing activities				
Purchase/transfer of capital assets	(82,919)	-	(904,662)	(987,581)
Capital contributions	-	-	-	-
Net cash used by capital financing activities	(82,919)	-	(904,662)	(987,581)
Cash flows from investing activities				
Interest Received	13,396	-	(6,545)	6,851
Net cash used by investing activities	13,396	-	(6,545)	6,851
				-
Net increase (decrease) in pooled cash and investments	(1,408,290)	-	122,879	(1,285,411)
				-
Pooled cash and investments, beginning of year	2,165,098	5,000	239,305	2,409,403
				-
Pooled cash and investments, end of year	756,808	5,000	362,184	1,123,992
Cash and investments at June 30 consisted of:				
Current assets				
Cash and investments	756,808	5,000	362,184	1,123,992
Noncurrent assets				-
Restricted cash and investments	-	-	-	-
Total cash and investments, June 30	$ 756,808	$ 5,000	$ 362,184	$ 1,123,992

(Continued)

See independent auditors' report.

City of Las Cruces

Combining Statement of Cash Flows
Nonmajor Enterprise Funds
For the Year Ended June 30, 2022

	Transit	Alternative Fuel Station	Airport	Total
Reconciliation of operating income to net cash used by operating activities				
Operating Income (loss)	$ (6,562,353)	$ -	$ (1,844,868)	$ (8,407,221)
Adjustments to reconcile operating income				
Depreciation and amortization	550,511	-	1,050,196	1,600,707
Noncash pension expense	360,833	-	3,409	364,242
Noncash OPEB (benefit)	(161,969)	-	-	(161,969)
Change in assets and liabilities				
Accounts receivable	(322,231)	-	6,533	(315,699)
Due from/ (to) other funds	-	-	-	-
Accounts payable	(30,683)	-	325,103	294,419
Wages payable and accrued liabilities	75,510	-	2,080	77,590
Compensated absences	109,089	-	(4,295)	104,794
Net pension liability, net of noncash expense	(2,173,694)	-	(20,539)	(2,194,233)
OPEB liability, net of noncash expense	(239,735)	-	-	(239,735)
Deferred outflows - NPL and OPEB	1,012,177	-	8,797	1,020,974
Deferred inflows - NPL and OPEB	1,109,040	-	9,420	1,118,460
Deferred inflows related to leases	-	-	-	-
Total adjustments	288,847	-	1,380,703	1,669,550
Net cash used by operating activities	$ (6,273,506)	$ -	$ (464,165)	$ (6,737,671)
Non-cash investing/financing activities				
Capital contributions of capital assets	-	-	-	-
Rigth to use lease assets	-	-	-	-
Total non-cash investing/financing activities	-	-	-	-

See independent auditors' report.

City of Las Cruces

Combining Statement of Net Position
Nonmajor Internal Service Funds
June 30, 2022

	Internal Services	Self Insurance	Total
Assets			
Current assets			
Pooled cash and investments	$ 2,434,360	$ 11,089,045	$ 13,523,405
Receivables, net	-	-	-
Inventory	698,236	-	698,236
Total current assets	3,132,596	11,089,045	14,221,641
Noncurrent assets			
Capital assets, net of depreciation	86,263	-	86,263
Total capital assets	86,263	-	86,263
Total noncurrent assets	86,263	-	86,263
Total assets	3,218,859	11,089,045	14,307,904
Deferred outflows of resources			
Deferred outflows related to pensions	534,440	74,243	608,683
Deferred outflows related to OPEB	203,674	27,625	231,299
Total deferred outflows of resources	738,114	101,868	839,982
Liabilities			
Current liabilities			
Accounts and contracts payable	433,897	244,708	678,605
Accrued liabilities	55,239	2,438	57,677
Current portion of noncurrent liabilities	22,635	2,749,847	2,772,482
Total current liabilities	511,771	2,996,993	3,508,764
Noncurrent liabilities			
Compensated absences	90,542	4,724	95,266
Estimated liability for insurance claims	-	7,633,026	7,633,026
Net pension liability	1,397,702	210,774	1,608,476
Net OPEB liabilty	743,738	67,886	811,624
Total noncurrent liabilities	2,231,982	7,916,410	10,148,392
Total liabilities	2,743,753	10,913,403	13,657,156
Deferred inflows of resources			
Deferred inflows related to pensions	456,834	69,000	525,834
Deferred inflows related to OPEB	447,854	46,668	494,522
Total deferred Inflows related of resources	904,688	115,668	1,020,356
Net position			
Net investement in capital assets	86,263	-	86,263
Unrestricted (deficit)	222,269	161,842	384,111
Total net position	$ 308,532	$ 161,842	$ 470,374

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City of Las Cruces

Combining Statement of Revenues, Expenditures and Changes in Fund Net Position
Nonmajor Internal Service Funds
June 30, 2022

	Internal Services	Self Insurance	Total
Operating revenues			
Motor pool charges	$ 6,632,935	$ -	$ 6,632,935
Rental charges and other	25,747	255,143	280,890
Charges for insurance	-	6,437,384	6,437,384
Total operating revenues	6,658,682	6,692,527	13,351,209
Cost of services	(3,932,153)	-	(3,932,153)
Gross margin	2,726,529	6,692,527	9,419,056
Operating expenses			
Personnel services	1,907,007	816,005	2,723,012
Supplies	149,673	11,801	161,474
Utilities	31,801	-	31,801
Professional services	712,748	1,188,088	1,900,836
Motor pool charges	36,332	-	36,332
Repairs and maintenance	73,754	-	73,754
Rent	9,033	-	9,033
Depreciation and amortization	49,613	-	49,613
Claims and judgments	-	9,765,084	9,765,084
Insurance	-	3,118,287	3,118,287
Pension expense	51,266	7,733	58,999
Pension expense - OPEB	(79,218)	(7,230)	(86,448)
Other	14,916	46,939	61,855
Total operating expenses	2,956,925	14,946,707	17,903,632
Operating income (loss)	(230,396)	(8,254,180)	(8,484,576)
Nonoperating revenues (expenses)			
Gain on sale of assets	(1,493)	-	(1,493)
Investment income (loss)	(19,407)	(170,826)	(190,233)
Total nonoperating revenue (expenses)	(20,900)	(170,826)	(191,726)
Income (loss) before transfers	(251,296)	(8,425,006)	(8,676,302)
Transfers in	-	5,190,000	5,190,000
Transfers out	-	-	-
Change in net position	(251,296)	(3,235,006)	(3,486,302)
Net position, beginning of year	559,828	3,396,848	3,956,676
Net position, end of year	$ 308,532	$ 161,842	$ 470,374

See independent auditors' report.

City of Las Cruces

Combining Statement of Cash Flows
Nonmajor Internal Service Funds
June 30, 2022

	Internal Services	Self Insurance	Total
Cash flows from operating activities			
Cash received from customers	$ 6,666,913	$ 7,136,810	$ 13,803,723
Cash paid to suppliers	(4,852,379)	(5,061,804)	(9,914,183)
Cash paid to employees	(1,893,978)	(822,824)	(2,716,802)
Claims paid	-	-	-
Other receipts	-	(8,123,858)	(8,123,858)
Net cash provided (used) by operating activities	(79,444)	(6,871,676)	(6,951,120)
Cash flows from noncapital financing activities			
Transfers in		5,190,000	5,190,000
Transfers out	-	-	-
Net cash provided by noncapital	-	5,190,000	5,190,000
Cash flows from capital and related financing activities			
Sale of capital assets	(18,629)	(170,826)	(189,455)
Net cash used by capital and related financing	(18,629)	(170,826)	(189,455)
Cash flows from investing activities			
Cash investment income (loss)	(1,493)	-	(1,493)
Net cash provided (used) by investing activities	(1,493)	-	(1,493)
Net increase (decrease) in cash and cash equivalents	(99,566)	(1,852,502)	(1,952,068)
Cash and cash equivalents, beginning of year	2,533,926	12,941,547	15,475,473
Cash and cash equivalents, end of year	2,434,360	11,089,045	13,523,405
Cash and investments at June 30 consisted of:			
Current assets			
Cash and investments	2,434,360	11,089,045	13,523,405
Restricted cash and investments	-	-	-
Total cash and investments, June 30	$ 2,434,360	$ 11,089,045	$ 13,523,405

See independent auditors' report.

City of Las Cruces

Combining Statement of Cash Flows
Nonmajor Internal Service Funds
June 30, 2022

	Internal Services	Self Insurance	Total
Reconciliation of operating income to net cash provided (used) by operating activities			
Operating income (loss)	$ (230,396)	$ (8,254,180)	$ (8,484,576)
Adjustments to reconcile operating income to net cash provided by operating activities			
Depreciation	49,613	-	49,613
Noncash pension expense	51,266	7,733	58,999
Noncash OPEB (benefit)	(79,218)	(7,230)	(86,448)
Change in assets and liabilities			
Accounts receivables	8,231	444,283	452,514
Inventories	(129,997)	-	(129,997)
Accounts and contracts payable	210,076	(696,186)	(486,110)
Estimated liability for insurance claims	-	1,641,226	1,641,226
Wages payable and accrued liabilities	25,237	(3,802)	21,435
Compensated Absences	38,567	(1,436)	37,131
Net pension liability, net of noncash expense	(247,897)	(25,681)	(273,578)
OPEB Liability, net of noncash expense	(728,146)	(114,520)	(842,666)
Deferred outflows - NPL and OPEB	454,358	66,154	520,512
Deferred inflows - NPL and OPEB	498,862	71,963	570,825
Total adjustments	150,952	1,382,504	1,533,456
Net cash provided (used) by operating activities	$ (79,444)	$ (6,871,676)	$ (6,951,120)

See independent auditors' report.

City of Las Cruces

Combining Statement of Fiduciary Net Position
Fiduciary Funds
June 30, 2022

	Custodial Funds			
	MVRDA	**METRO**	**HIDTA**	**Branigan Estate**
Assets				
Pooled cash and investments	$ 2,563,704	$ 626,531	$ (397,502)	$ 1,103,661
Accounts receivable	-	-	-	-
Receivable from other government agencies	56,718	-	408,668	-
Capital assets, net	821,856	204,478	-	-
Total assets	3,442,278	831,009	11,166	1,103,661
Deferred Outflows of Resources				
Deferred outflows of resources-pension	525,086	-	-	-
Deferred outflows of resources-OPEB	453,892	-	-	-
Total deferred outflows of resources	978,978	-	-	-
Total assets and deferred outflows of resources	4,421,256	831,009	11,166	1,103,661
Liabilities				
Accounts and contracts payable	49,595	21,922	11,624	2,236
Accrued wages payable	219,002	4,325	4,810	-
Net pension liability	1,428,775	-	-	-
Net OPEB liability	1,292,437	-	-	-
Revenue collected in advance	-	-	-	-
Total liabilities	2,989,809	26,247	16,434	2,236
Deferred Inflows of Resources				
Deferred inflows of resources-pension	467,183	-	-	-
Deferred inflows of resources-OPEB	832,869	-	-	-
Total deferred inflows of resources	1,300,052	-	-	-
Net Position				
Restricted for				
Individuals, organizations, other governments	131,395	804,762	(5,268)	1,101,425
Total net position	131,395	804,762	(5,268)	1,101,425
Total liabilities, deferred inflows of resources, and net position	$ 4,421,256	$ 831,009	$ 11,166	$ 1,103,661

City of Las Cruces

Combining Statement of Fiduciary Net Position
Fiduciary Funds
June 30, 2022

	Custodial Funds			
	Gifts & Memorials	**ASCMV**	**Veterans Memorial Wall**	**Total**
Assets				
Pooled cash and investments	$ 691,865	$ 1,496,477	$ 24,348	$ 6,109,084
Accounts receivable	-	5,200	-	5,200
Receivable from other government agencies	-	102,818	-	568,204
Capital assets, net	-	240,084	-	1,266,418
Total assets	691,865	1,844,579	24,348	7,948,906
Deferred Outflows of Resources				
Deferred outflows of resources-pension	-	355,805	-	880,891
Deferred outflows of resources-OPEB	-	325,840	-	779,732
Total deferred outflows of resources	-	681,645	-	1,660,623
Total assets and deferred outflows of resources	691,865	2,526,224	24,348	9,609,529
Liabilities				
Accounts and contracts payable	-	89,633	-	175,010
Accrued wages payable	-	199,415	-	427,552
Net pension liability	-	1,521,936	-	2,950,711
Net OPEB liability	-	574,408	-	1,866,845
Revenue collected in advance	4,285	280,773	-	285,058
Total liabilities	4,285	2,666,165	-	5,705,176
Deferred Inflows of Resources				
Deferred inflows of resources-pension	-	738,299	-	1,205,482
Deferred inflows of resources-OPEB	-	476,778	-	1,309,647
Total deferred inflows of resources	-	1,215,077	-	2,515,129
Net Position				
Restricted for				
Individuals, organizations, other governments	687,580	(1,355,018)	24,348	1,389,224
Total net position	687,580	(1,355,018)	24,348	1,389,224
Total liabilities, deferred inflows of resources, and net position	$ 691,865	$ 2,526,224	$ 24,348	$ 9,609,529

City of Las Cruces

Combining Statement of Changes in Fiduciary Net Position
Fiduciary Funds
For the Year Ended June 30, 2022

	Custodial Funds			
	MVRDA	**METRO**	**HIDTA**	**Branigan Estate**
Additions				
Fees and fines	$ 142,404	$ -	$ -	$ -
Investment income (loss)	(37,943)	(8,239)	-	(17,787)
Federal	-	6,163	1,315,500	-
State	27,817	-	-	-
Local	-	-	-	-
Sale of capital assets	-	4,250	-	-
Transfers in	-	-	238,604	-
Other	4,446,544	666,567	-	23
Total additions	4,578,822	668,741	1,554,104	(17,764)
Deductions				
General government	3,978,104	572,789	1,315,500	-
Police	-	-	-	-
Quality of Life	-	-	-	211,110
Parks and Recreation	-	-	-	-
Total deductions	3,978,104	572,789	1,315,500	211,110
Change in net position	600,718	95,952	238,604	(228,874)
Net position- beginning of year, as originally reported	(469,323)	708,810	(256,232)	1,330,299
Restatement for GASB 68	-	-	12,360	-
Net position- beginning of year, as restated	(469,323)	708,810	(243,872)	1,330,299
Total net position (deficit)	$ 131,395	$ 804,762	$ (5,268)	$ 1,101,425

City of Las Cruces

Combining Statement of Changes in Fiduciary Net Position
Fiduciary Funds
For the Year Ended June 30, 2022

	Custodial Funds			
	Gifts & Memorials	**ASCMV**	**Veterans Memorial Wall**	**Total**
Additions				
Fees and fines	$ -	$ 295,450	$ -	$ 437,854
Investment income (loss)	(10,300)	(21,473)	(368)	(96,110)
Federal	-	-	-	1,321,663
State	-	-	-	27,817
Local	-	169,096	-	169,096
Sale of capital assets	-	52	-	4,302
Transfers in	-	-	-	238,604
Other	258,637	3,280,995	1,190	8,653,956
Total additions	248,337	3,724,120	822	10,757,182
Deductions				
General government	-	3,600,180	-	9,466,573
Police	5,000	-	-	5,000
Quality of Life	60,342	-	-	271,452
Parks and Recreation	5,567	-	974	6,541
Total deductions	70,909	3,600,180	974	9,749,566
Change in net position	177,428	123,940	(152)	1,007,616
Net position- beginning of year, as originally reported	510,152	(1,478,958)	24,500	369,248
Restatement for GASB 68				12,360
Net position- beginning of year, as restated	510,152	(1,478,958)	24,500	381,608
Total net position (deficit)	$ 687,580	$ (1,355,018)	$ 24,348	$ 1,389,224

Supplementary Information

CITY OF LAS CRUCES, NEW MEXICO

City of Las Cruces

Schedule of Insurance in Force
June 30, 2022

Insurer	Deductible/SIR
Old Republic Insurance Company PR00265205	Hangar keepers Liability Any One Aircraft $1,000 Hangar keepers Liability Any One Occurrence $1,000
National Union Fire Insurance Company of Pittsburgh, PA (AIG) 01-416-86-87	$50,000
Midwest Employers Casualty Company EWC009334	$750,000 Each Accident $750,000 Each Employee for Disease
AXIS Insurance Company AX01092-20-01	$1,000 each claim for loss or damage separately occurring $2,500 Shall apply to outdoor sculpture
Ironshore Specialty Insurance Company D07CAB04IH002	$1,000,000 Each Wrongful Act other than an Employment Practices Violation $1,000,000 Each Employment Practices Violation
Indian Harbor Insurance Company PEC003510504	$250,000 Each Pollution Condition
Alliant Insurance Services APIP2021	$10,000 Per Occurrence, which will apply in the event a more specific deductible is not applicable to the loss

See independent auditor's report.

City of Las Cruces

Schedule of Insurance in Force
June 30, 2022

Amount of coverage		Risks Covered
Products-Completed Operations Aggregate Limit	$10,000,000	Airport Operator's Liability
Personal Injury and Advertising Injury Aggregate Limit	Premises Limit	
Malpractice Aggregate Limit	Premises Limit	
Each Occurrence Limit	$10,000,000	
Fire Damage Limit Any One Fire	$100,000	
Medical Expense Limit Any One Person	$10,000	
Medical Expense Limit Any One Occurrence	$50,000	
Hangar keepers Limit Any One Aircraft	$10,000,000	
Hanger keepers Limit Any One Occurrence	$10,000,000	
Non-owned Aircraft Liability	$10,000,000	
Employee Theft-Per Loss Coverage	$10,000,000	Crime
Forgery or Alteration	$10,000,000	
Inside Premises Theft of Money and Securities	$10,000,000	
Inside Premises Robbery & Safe Burglary Other Property	$10,000,000	
Outside the Premises	$10,000,000	
Computer Fraud	$10,000,000	
Funds Transfer Fraud	$10,000,000	
Money Orders and Counterfeit Paper Currency	$10,000,000	
Specific Limit Each Accident:		Excess Workers Comp and Employers Liability
(a) Policy Part One, Workers' Compensation:	STATUTORY	
(b) Policy Part Two, Employers Liability:	$1,000,000	
Specific Limit Each Employee for Disease:		
(a) Policy Part One, Workers' Compensation:	STATUTORY	
(b) Policy Part Two, Employers Liability:	$1,000,000	
At the Insured's premises: per schedule of locations	$2,160,000	Museum Collection and Temporary Loans Policy
Any other location, worldwide	$540,000	
In transit on any one conveyance, worldwide	$540,000	
Any one loss or disaster, either in case of partial or total loss, or salvage charges, or expenses, or all combined.	$2,160,000	
Terrorism Coverage	$2,160,000	
Earthquake Coverage	Included	
Aggregate	$3,000,000	Public Officials Liability
Crisis Management Coverage Sublimit	$25,000	
Aggregate Liability Limit	$5,000,000	Pollution
Property Occurrence Limit	$400,000,000	Property
Boiler and Machinery Occurrence Limit	$100,000,000	Boiler and Machinery
Cyber Annual Aggregate	$45,000,000	Cyber

See independent auditor's report.

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City of Las Cruces

Schedule of Pledged Collateral
June 30, 2022

Summary of Collateralization	
US Bank	
Ending bank balance	$ 15,120,531
Less:FDIC insurance	(250,000)
Total Uninsured Public Funds	14,870,531
US Bank -FHLB Letter of Credit (expiration 9-1-2022)	$ 25,000,000
100% Collateral requirement	14,870,531
Pledged Collateral in Excess of requirement	$ 10,129,469
Uninsured and uncollateralized	-

See independent auditor's report.

City of Las Cruces

Schedule of Special Appropriations
June 30, 2022

MUNIS Project #	Appropriation Number	Appropriation Description	Original Appropriation
11744	18-C2492	2018 Branigan Cultural Center Improvements	$ 149,500
11743	18-C2493	2018 Mesilla Valley Community of Hope Health Facility Improvements	384,120
11836	19-D2457	Septic System Improvements	1,006,370
11909	19-D2992	2019 Amador Hotel Improvements	247,500
11910	19-D2993	2019 Arts & Cultural District Infrastructure Improvements	1,000,000
12028	19-D2994	2020 La Clinica de Familia Behavioral Health Center	943,809
11837	19-D2995	2019 Branigan Cultural Center Improvements	247,500
11989	19-D2996	2019 Children's Museum	742,500
11918	19-D2997	2019 Mesilla Valley Community of Hope Dental Facility	440,550
11917	19-D2998	2019 Mesilla Valley Community of Hope Flooring	25,000
11919	19-D2999	2019 Mesilla Valley Community of Hope Food Program Facility	622,710
11849	19-D3002	2019 Airport Improvements	1,089,000
11834	19-D3003	2019 Parks Security & Lighting	350,000
11835	19-D3004	2019 Parking Garage Design-Build	1,980,000
11838	19-D3340	2019 Median Improvements	50,000
12021	20-E2123	2020 Utilities Septic System	500,000
11925	20-E2536	2020 Doña Ana Move Trail	290,000
11968	20-E2548	2020 Tortugas Trail	75,000
12004	20-E2549	2020 Amador Hotel Renovations	222,750
12005	20-E2550	2020 Aquatic Center Solar Panels	200,000
12011	20-E2551	2020 Arts & Cultural District Improvements	946,440
12003	20-E2552	2020 Mesilla Valley Community of Hope Solar	200,000
12002	20-E2553	2020 Casa de Peregrinos Food Facility	1,388,970
12019	20-E2554	2020 Mesilla Valley Community of Hope Mental Health Facility	425,700
12010	20-E2555	2020 Fire Equipment	237,600
11979	20-E2556	2020 New Transit Facility	113,850
12007	20-E2557	2020 Pioneer Park Improvements	198,000
12006	20-E2558	2020 Police Building Renovations	50,000
12008	20-E2560	2020 Police P25 Equipment	25,000
12009	20-E2561	2020 Police Smart Technology	100,000
12020	20-E2562	2020 New Skate Park	100,000
11969	20-E2563	2020 Skate Park Renovation	845,000
11970	20-E2564	2020 High Noon Soccer Field Improvements	856,000

See independent auditor's report.

City of Las Cruces

Schedule of Special Appropriations
June 30, 2022

Amended Appropriation	Appropriation Expiration	Expended as of June 30, 2022	Outstanding Encumbrances	Unencumbered Amount
$ 149,500	6/30/2022	$ 148,688	$ -	$ 812
384,120	6/30/2022	214,438	-	169,682
1,006,370	6/30/2023	344,324	-	662,046
247,500	6/30/2023	224,175	23,325	-
1,000,000	6/30/2023	203,386	8	796,606
943,809	6/30/2023	21,460	50,074	872,275
247,500	6/30/2023	245,759	-	1,741
742,500	6/30/2023	-	-	742,500
440,550	6/30/2023	107,524	79,897	253,129
25,000	6/30/2023	14,683	-	10,317
622,710	6/30/2023	457,493	143,642	21,575
1,089,000	6/30/2023	961,039	127,744	217
350,000	6/30/2023	298,306	-	51,694
1,980,000	6/30/2023	308,037	-	1,671,963
50,000	6/30/2023	5,394	-	44,606
500,000	6/30/2024	-	-	500,000
290,000	6/30/2024	-	-	290,000
75,000	6/30/2024	-	-	75,000
222,750	6/30/2024	222,750	-	-
200,000	6/30/2024	19,688	180,312	-
946,440	6/30/2024	43,759	121,233	781,448
200,000	6/30/2024	200,000	-	-
1,388,970	6/30/2024	737,565	651,405	-
425,700	6/30/2024	-	-	425,700
237,600	6/30/2024	234,871	-	2,729
113,850	6/30/2024	23,277	36,015	54,558
198,000	6/30/2024	22,331	1,594	174,076
50,000	6/30/2024	49,938	-	62
25,000	6/30/2024	25,000	-	-
100,000	6/30/2024	100,000	-	-
100,000	6/30/2024	-	-	100,000
845,000	6/30/2024	-	-	845,000
856,000	6/30/2024	-	40,264	815,736

See independent auditor's report.

City of Las Cruces

Schedule of Special Appropriations
June 30, 2022

MUNIS Project #	Appropriation Number	Appropriation Description	Original Appropriation
12029	20-E2821	2020 East Mesa Roads and Drainage	720,000
11994	20-E2829	2020 Airport Taxi Lanes	300,000
12022	20-E2830	2020 Airport Runway 12/30 Extension	450,000
11549	20-E4039	2020 Cinematic Infrastructure	511,035
12090	20-E5226	Sage Café Senior Center Renovations	920,700
12089	20-E5227	Munson Center Renovations	964,260
12096	21-F2321	Utilities Septic System 2021	527,000
12074	21-F2712	2022 Airport Terminal Improvements	400,000
12082	20-F2737	2021 Branigan Cultural Center Improvement	100,000
12079	21-F2738	MVCOH - Casa de Peregrinos Food Pantry	1,820,610
12076	21-F2739	2021 P-25 Improvements	464,000
12077	21-F3004	2021 East Mesa Roads & Drainage	414,000
12078	20-F3003	2021 East Madrid Avenue Extension	400,000
11859	21-F4028	2021 Cinematic Infrastructure	386,561
12095	20-F4029	2021 Median Improvement	418,842
12094	21-F4030	2021 Villa Mora Dam	250,000
		TOTALS	$ 25,099,877

See independent auditor's report.

City of Las Cruces

Schedule of Special Appropriations
June 30, 2022

Amended Appropriation	Appropriation Expiration	Expended as of June 30, 2022	Outstanding Encumbrances	Unencumbered Amount
720,000	6/30/2024	2,684	33,316	684,000
300,000	6/30/2024	179,880	120,120	-
450,000	6/30/2024	119,628	73,364	257,008
511,035	6/30/2022	-	-	511,035
920,700	6/30/2024	-	-	920,700
964,260	6/30/2024	-	-	964,260
527,000	6/30/2025	-	-	527,000
400,000	6/30/2025	114,594	214,278	71,128
100,000	6/30/2025	-	47,526	52,474
1,820,610	6/30/2025	-	-	1,820,610
464,000	6/30/2025	94,000	-	370,000
414,000	6/30/2025	11,485	11,746	390,769
400,000	6/30/2025	34,570	-	365,430
386,561	6/30/2023	-	-	386,561
418,842	6/30/2024	-	175,462	243,380
250,000	6/30/2024	-	-	250,000
$ 25,099,877		$ 5,790,726	$ 2,131,325	$ 17,177,827

See independent auditor's report.

City of Las Cruces

Schedule of Deposits and Investments
June 30, 2022

Account	Type of Account	Fair Value Level	Pooled Cash & Investments	Other Cash & Investments	Total Reconciled Balance	On Deposit 6/30/2022
DEPOSIT ACCOUNTS						
US Bank						
Community Development Checking	Checking		-	377,377	377,377	377,377
Metro Savings	Savings		-	95,710	95,710	95,710
Treasury Master	Checking		9,488,953	-	9,488,953	10,229,371
Payroll	Checking		381,757	-	381,757	-
Accounts Payable	Checking		(1,148,997)	-	(1,148,997)	-
Depository	Checking		40,905	-	40,905	-
Non-Interest Grant Funds	Checking		-	4,418,073	4,418,073	4,418,073
TOTAL DEPOSIT ACCOUNTS			8,762,618	4,891,160	13,653,778	15,120,531
INVESTMENTS						
US Bank						
FIRST AMERICAN TREASURY OBLIGATIONS	Sweep	2	2,739,527	-	2,739,527	
First Horizon						
ALLEGHENY CNTY PA TXBL-REF-SER 0.573 11/1/2022	Investment	2	1,706,053	-	1,706,053	
BRIDGEWATER BK BLOOM MN 0.4 10/7/2025-21	Investment	2	247,752	-	247,752	
FFCB 0.07 7/19/2022	Investment	2	-	3,997,120	3,997,120	
FFCB 0.09 11/18/2022-21	Investment	2	2,266,080	-	2,266,080	
FFCB 0.09 11/18/2022-21	Investment	2	991,720	-	991,720	
FFCB 0.17 11/30/2022-21	Investment	2	1,981,380	-	1,981,380	
FFCB 0.28 10/13/2023-21	Investment	2	3,864,760	-	3,864,760	
FFCB 0.4 10/15/2024-21	Investment	2	1,882,460	-	1,882,460	
FFCB 0.55 9/16/2025-21	Investment	2	3,467,850	-	3,467,850	
FFCB 0.61 8/25/2025-21	Investment	2	3,466,463	-	3,466,463	
FFCB 3.25 6/17/2024	Investment	2	-	8,036,960	8,036,960	
FFCO.30025 0.3 1/13/2025-21	Investment	2	938,760	-	938,760	
FHLB 0.125 8/12/2022	Investment	2	998,390	-	998,390	
FHLB 0.9 11/18/2024-22	Investment	2	1,907,480	-	1,907,480	
FHLB Step 2/18/2025-21	Investment	2	3,797,800	-	3,797,800	
FHLB Step 2/18/2025-21	Investment	2	949,450	-	949,450	
FHLB Step 2/18/2026-21	Investment	2	2,773,890	-	2,773,890	
FHLB Step 2/18/2026-21	Investment	2	3,698,520	-	3,698,520	
FHLB Step 3/16/2026-21	Investment	2	1,881,140	-	1,881,140	
FHLB Step 8/26/2025-21	Investment	2	2,831,340	-	2,831,340	
FHLB Step 9/30/2026-21	Investment	2	1,864,220	-	1,864,220	
FHLMC 0.2 11/23/2022-21	Investment	2	3,969,040	-	3,969,040	
FHLMC 0.2 12/15/2022-21	Investment	2	5,943,420	-	5,943,420	
FHLMC 0.22 5/16/2023-21	Investment	2	6,836,760	-	6,836,760	
FHN 0.08 7/22/2022	Investment	2	248,000	-	248,000	
FHN 0.85 10/7/2022	Investment	2	248,000	-	248,000	
FIRST NATL BK OF AMERICA 0.3 10/30/2024-21	Investment	2	247,388	-	247,388	
GOLDMAN SACHS BANK USA 0.25 2/26/2024-21	Investment	2	248,000	-	248,000	
JP MORGAN CHASE BANK NA 0.4 10/22/2025-21	Investment	2	247,585	-	247,585	
MORGAN STANLEY PVT BANK Step 7/28/2025-21	Investment	2	248,000	-	248,000	
PAN AMERICAN BANK - IL 0.5 3/17/2025-21	Investment	2	245,000	-	245,000	
TEXAS EXCHANGE BANK SSB 0.45 10/30/2024-21	Investment	2	248,000	-	248,000	
T-Note 0.125 11/30/2022	Investment	2	3,963,600	-	3,963,600	
T-Note 0.125 7/31/2022	Investment	2	2,997,510	-	2,997,510	
T-Note 1.5 3/31/2023	Investment	2	2,475,683	-	2,475,683	
T-Note 1.625 4/30/2023	Investment	2	-	1,484,715	1,484,715	
T-Note 1.625 4/30/2023	Investment	2	-	989,810	989,810	

See independent auditor's report.

City of Las Cruces

Schedule of Deposits and Investments
June 30, 2022

Account	Type of Account	Fair Value Level	Pooled Cash & Investments	Other Cash & Investments	Total Reconciled Balance	On Deposit 6/30/2022
T-Note 1.625 4/30/2023	Investment	2	1,484,715	-	1,484,715	
T-Note 1.75 1/31/2023	Investment	2	6,965,560	-	6,965,560	
T-Note 1.875 10/31/2022	Investment	2	-	1,998,300	1,998,300	
T-Note 1.875 10/31/2022	Investment	2	-	1,998,300	1,998,300	
T-Note 1.875 10/31/2022	Investment	2	-	999,150	999,150	
T-Note 2.75 4/30/2023	Investment	2	3,995,800	-	3,995,800	
Treasury 1 1/17/2023	Investment	2	-	250,000	250,000	
WEBBANK 0.15 5/1/2023-21	Investment	2	248,000	-	248,000	
Oppenheimer & CO. INC.						
FAMC 2.8 6/17/2024	Investment	2	-	4,361,659	4,361,659	
FFCB 0.07 8/10/2022	Investment	2	-	1,197,756	1,197,756	
FFCB 0.08 8/24/2022-21	Investment	2	-	3,789,930	3,789,930	
FFCB 0.125 4/27/2023	Investment	2	2,445,128	-	2,445,128	
FFCB 0.31 11/30/2023-21	Investment	2	1,926,520	-	1,926,520	
FHLB 0.125 8/12/2022	Investment	2	3,095,009	-	3,095,009	
FHLB 0.5 1/24/2023	Investment	2	-	988,640	988,640	
FHLB 0.5 1/24/2023	Investment	2	-	988,640	988,640	
FHLB 0.5 1/24/2023	Investment	2	-	1,482,960	1,482,960	
FHLB 0.5 1/24/2023	Investment	2	3,460,240	-	3,460,240	
FHLB Step 12/8/2025-21	Investment	2	1,851,500	-	1,851,500	
FNMA 1.375 9/6/2022	Investment	2	-	249,828	249,828	
FNMA 1.375 9/6/2022	Investment	2	-	249,828	249,828	
FNMA 1.375 9/6/2022	Investment	2	-	1,498,965	1,498,965	
FNMA 1.375 9/6/2022	Investment	2	2,498,275	-	2,498,275	
FNMA 1.375 9/6/2022	Investment	2	2,997,930	-	2,997,930	
T-Note 0.125 7/31/2022	Investment	2	2,997,510	-	2,997,510	
T-Note 0.125 7/31/2022	Investment	2	999,170	-	999,170	
T-Note 1.625 8/31/2022	Investment	2	-	1,000,080	1,000,080	
T-Note 1.75 5/15/2023	Investment	2	4,951,150	-	4,951,150	
T-Note 1.75 9/30/2022	Investment	2	4,999,200	-	4,999,200	
T-Note 1.875 7/31/2022	Investment	2	2,001,200	-	2,001,200	
T-Note 2 10/31/2022	Investment	2	999,562	-	999,562	
T-Note 2.125 12/31/2022	Investment	2	6,986,350	-	6,986,350	
T-Note 2.625 2/28/2023	Investment	2	4,997,050	-	4,997,050	
T-Note 2.625 6/30/2023	Investment	2	5,983,380	-	5,983,380	
US Bank						
FNMA 0.25 11/27/2023	Investment	2	-	961,828	961,828	
FNMA 2 10/5/2022	Investment	2	3,999,096	-	3,999,096	
T-Note 0.125 2/28/2023	Investment	2	7,862,496	-	7,862,496	
T-Note 1.5 3/31/2023	Investment	2	5,446,502	-	5,446,502	
T-Note 1.875 7/31/2022	Investment	2	1,000,600	-	1,000,600	
T-Note 2 10/31/2022	Investment	2	3,998,248	-	3,998,248	
T-Note 2.5 3/31/2023	Investment	2	3,989,688	-	3,989,688	
T-Note 2.625 6/30/2023	Investment	2	3,988,920	-	3,988,920	
T-Note 2.75 4/30/2023	Investment	2	1,997,900	-	1,997,900	
Mischeler Financial Group, INC.						
FFCB 0.17 11/30/2022-21	Investment	2	1,139,294	-	1,139,294	
FFCB 0.23 1/19/2024	Investment	2	2,877,825	-	2,877,825	
T-Note 0.125 10/31/2022	Investment	2	2,483,525	-	2,483,525	

See independent auditor's report.

City of Las Cruces

Schedule of Deposits and Investments
June 30, 2022

Account	Type of Account	Fair Value Level	Pooled Cash & Investments	Other Cash & Investments	Total Reconciled Balance	On Deposit 6/30/2022
NM State Investment Council						
Large Cap Active Equity Pool	Investment	1	-	9,442,059	9,442,059	
Large Cap Index Equity Pool	Investment	2	-	6,855,723	6,855,723	
Non-U.S. Developed Equity Pool	Investment	1	-	3,431,159	3,431,159	
Mid/Small Cap Equity Pool	Investment	1	-	7,788,455	7,788,455	
TOTAL INVESTMENTS			177,088,363	64,041,864	241,130,226	
TOTAL DEPOSITS AND INVESTMENTS			185,850,981	68,949,572	254,800,553	
New Mexico Finance Authority						
NMFA 2019 VAD PPRF-4976	Debt Service		-	62	62	
PP-3661 VAF Loan	Debt Service		-	50	50	
DW-1974	Debt Service		-	18	18	
NMFA 2018 HHGRT PPRF-4756	Debt Service		-	110	110	
NMFA 2020A SSGRT PPRF 5234	Debt Service		-	53,328	53,328	
MFA 2020B SSGRT ESP PPRF-5235	Debt Service		-	38,366	38,366	
2008 C PPRF - Las Cruces City	Program Funds		-	1	1	
NMFA 2018 GAS TAX PPRF-4788	Debt Service		-	33,573	33,573	
PP-3116	Debt Service		-	296,563	296,563	
PP-3116	Debt Service		-	722,432	722,432	
NMFA 2018 FIRE PP4738	Debt Service		-	382,657	382,657	
NMFA PPRF5205	Debt Service		-	101,787	101,787	
NMFA PPRF5206	Debt Service		-	73,993	73,993	
NMFA 2018 HHGRT PPRF-4756	Program Funds		-	9,933,347	9,933,347	
NMFA 2019 VAD PPRF - 4976	Debt Service		-	8,483,631	8,483,631	
MFA 2020A SSGRT PPRF-5234	Program Funds		-	9,044,070	9,044,070	
MFA 2020B SSGRT ESP PPRF-5235	Program Funds		-	2,283,716	2,283,716	
1929 - NMFA 2020 MGRT STREET PPRF-5205	Program Funds		-	3,622,056	3,622,056	
1928 - NMFA 2020 MGRT FLOOD PPRF-5206	Program Funds		-	2,846,129	2,846,129	
MFA-PPRF-2017 JU IMPR REV	Debt Service		-	14	14	
NMFA-PPRF - 2017 JU IMPROV REV	Debt Service		-	166,418	166,418	
MFA 2020A JU WATER PPRF-5236	Program Funds		-	57,417	57,417	
MFA 2020A JU WATER PPRF-5236	Program Funds		-	8,196,204	8,196,204	
NMFA - PPRF - 2017 JU IMPROV REV	Debt Service		-	15	15	
MFA 2020B JU ESP PPRF-5237	Program Funds		-	42,588	42,588	
NMFA - PPRF - 2017 JU IMPROV REV	Debt Service		-	200,741	200,741	
MFA 2020B JU ESP PPRF-5237	Debt Service		-	3,158,753	3,158,753	
NMFA 2020A JU WATER PPRF-5236	Debt Service		-	17,924	17,924	
MFA 2020A JU WATER PPRF-5236	Debt Service		-	1,461,406	1,461,406	
Loan	Debt Service		-	42,878	42,878	
Loan	Debt Service		-	38,066	38,066	
Loan	Debt Service		-	145,823	145,823	
Loan	Debt Service		-	42,022	42,022	
Loan	Debt Service		-	28,080	28,080	
NMFA SCSWA	Program Funds		-	166,561	166,561	
NMFA SCSWA	Debt Service		-	111,743	111,743	
NMFA SCSWA	Debt Service		-	45,491	45,491	
NMFA SCSWA	Program Funds		-	8,280	8,280	
NMFA SCSWA	Debt Service		-	442,909	442,909	
NMFA SCSWA	Debt Service		-	171,372	171,372	
NMFA SCSWA	Program Funds		-	386,480	386,480	
OTHER CASH						
Petty Cash & Change Funds	Cash		-	16,548	16,548	
TOTAL CASH AND INVESTMENTS			185,850,981	121,796,647	307,647,628	

See independent auditor's report.

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City of Las Cruces

Schedule of Joint Powers Agreements
June 30, 2022

Participants	Responsible Party for Operations	Description
City of Las Cruces	ASCMV	Provide financing, operation, and maintenance of the Center
Dona Ana County	ASCMV	Provide financing, operation, and maintenance of the Center
City of Anthony	ASCMV	Provide assistance with off-site animal shelter services
City of Sunland Park	ASCMV	Provide assistance with off-site animal shelter services
White Sands Missile Range	ASCMV	Provide assistance with off-site animal shelter services
Village of Hatch	ASCMV	Provide assistance with off-site animal shelter services
Dona Ana County/ Town of	CLC	Metropolitan Planning Organization - transportation planning
Dona Ana County	Metro	Investigate/prosecute avenues by which to convict and incarcerate dangerous offenders
City of Las Cruces	Metro	Investigate/prosecute avenues by which to convict and incarcerate dangerous offenders
City of Las Cruces	MVRDA	Operate a combined communications center
Dona Ana County	MVRDA	Operate a combined communications center
Town of Mesilla	MVRDA	Operate a combined communications center
Village of Hatch	MVRDA	Operate a combined communications center
City of Sunland Park	MVRDA	Operate a combined communications center
City of Anthony	MVRDA	Operate a combined communications center
City of Las Cruces	SCSWA	Designing, constructing, financing, operating, and maintaining regional solid waste landfills and related facilities
Dona Ana County	SCSWA	Designing, constructing, financing, operating, and maintaining regional solid waste landfills and related facilities

See independent auditor's report.

City of Las Cruces

Schedule of Joint Powers Agreements
June 30, 2022

Beginning Date	Ending Date	Project Amount	FY 2022 Revenue
1/29/2008	Perpetual	50%	$ 1,750,000
1/29/2008	Perpetual	50%	$ 1,450,000
3/13/2014	Perpetual	$35 per animal	$ 12,000
10/20/2014	Perpetual	$35 per animal	$ -
7/1/2013	Perpetual	Proportionally to the required local match for Section 112 Planning Funds	$ 50,238
10/1/2001	Perpetual	$ 325,543	$ 325,543
10/1/2001	Perpetual	$ 325,543	$ 325,543
9/5/2006	Perpetual	$ 2,147,315	$ 2,147,315
9/5/2006	Perpetual	$ 1,904,223	$ 1,904,223
9/5/2006	Perpetual	$ 58,067	$ 58,067
9/5/2006	Perpetual	$ 44,513	$ 44,513
9/5/2006	Perpetual	$ 192,040	$ 192,040
11/1/2011	Perpetual	$ 91,451	$ 91,451
12/13/1994	Perpetual	1/16% Municipal Environmental Services Gross Receipts Tax (tax revenue)	$ 3,552,960
12/13/1994	Perpetual	1/8% County Environmental Services Gross Receipts Tax (tax revenue)	$ 1,446,440

See independent auditor's report.

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Statistical Section

CITY OF LAS CRUCES, NEW MEXICO

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City of Las Cruces

Statistical Section Table of Contents
June 30, 2022

This part of the City of Las Cruces' comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

GASB 44 provides the requirements for the schedules contained in this section of the City's ACFR.

Content

Financial Trends 245-260
These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity 261-270
These schedules contain information to help the reader assess the City's most significant local revenue sources: the sales tax.

Debt Capacity 271-280
These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Demographic and Economic Information 281-284
These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Operating Information 285-299
These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.

See independent auditor's report.

City of Las Cruces

Net Position by Category* (000's)

June 30, 2022

	2013	2014	2015	2016
Governmental activites				
**Net investment in capital assets	$ 277,394	$ 275,761	$ 190,995	$ 300,431
Restricted	58,994	62,860	80,631	116,782
Unrestricted	70,628	83,720	84,682	(41,017)
*Subtotal governmental activites net position	407,016	422,341	356,309	376,197
Business-type activities				
**Net investment in capital assets	155,584	158,115	166,565	204,137
Restricted	15,846	13,718	26,407	29,918
Unrestricted	46,459	49,433	22,007	(12,506)
*Subtotal business-type activities net position	217,890	221,266	214,978	221,549
Primary government				
**Net investment in capital assets	432,979	433,876	357,560	504,568
Restricted	74,841	76,578	107,038	146,701
Unrestricted	117,087	133,153	106,689	(53,523)
*Total primary government net position	$ 624,906	$ 643,607	$ 571,287	$ 597,746

** In FY 2013 "Net Assets" changed to "Net Position". GASB Statement No. 63.*

*** In 2013 "Investment in capital assets, net of related debt" changed to "Net investment in capital assets". GASB Statement No. 63.*

See independent auditor's report.

City of Las Cruces

Net Position by Category* (000's)

June 30, 2022

2017	2018	2019	2020	2021	2022
$ 292,055	$ 276,032	$ 332,301	$ 267,292	$ 262,806	$ 329,102
133,723	139,744	163,899	180,720	191,291	148,531
(45,091)	(98,842)	(170,808)	(118,090)	(104,490)	(115,057)
380,687	316,934	325,392	329,922	349,607	362,575
185,374	160,997	198,827	175,209	207,460	215,580
28,393	47,500	33,888	32,675	24,718	16,974
11,629	4,200	(15,222)	11,516	19,122	17,302
225,396	212,697	217,493	219,400	251,301	249,856
477,429	437,029	531,129	442,500	470,266	544,682
162,116	187,244	197,787	213,395	216,009	165,505
(33,462)	(94,642)	(186,030)	(106,574)	(85,367)	(97,756)
$ 606,084	$ 529,631	$ 542,886	$ 549,321	$ 600,908	$ 612,431

See independent auditor's report.

City of Las Cruces

Changes in Net Position by Category* (000's)

June 30, 2022

	2013	2014	2015	2016
Expenses				
Governmental activities:				
General government	$ 13,125	$ 16,476	$ 17,465	$ 29,352
Police	27,744	28,115	26,926	26,783
Fire	12,408	12,733	13,828	14,247
Community development	4,394	4,593	4,859	5,214
Quality of Life	9,011	9,315	9,273	9,553
Economic Development	-	-	-	-
Public works	20,184	21,168	21,885	21,483
Transportation	10,448	8,159	8,161	8,042
Parks and recreation	8,482	9,120	9,798	10,325
Interest on long-term debt	3,469	3,158	3,071	3,613
Facilities	-	-	-	-
Debt issuance costs	-	-	-	-
Debt Services	-	-	-	-
Public services	-	-	-	-
Information technology	3,638	3,341	3,416	-
Total governmental activities	112,903	116,178	118,683	128,612
Business-type activities				
Gas	24,105	10,957	10,776	11,273
Water	14,607	14,306	15,009	15,994
Wastewater	12,383	12,536	13,246	14,318
Solid waste	11,399	11,438	10,942	11,627
Transit/other	4,450	4,632	4,393	4,625
Total business type activities	66,944	53,869	54,366	57,837
Total primary government	179,847	170,047	173,049	186,449

See independent auditor's report.

City of Las Cruces

Changes in Net Position by Category* (000's)

June 30, 2022

2017	2018	2019	2020	2021	2022
$ 31,681	$ 28,650	$ 28,864	$ 24,466	$ 28,742	$ 41,076
27,748	28,806	30,132	32,064	17,475	27,781
14,618	17,738	19,832	24,708	7,189	21,730
4,953	6,228	7,128	6,803	10,095	4,565
9,489	7,358	8,209	8,838	5,370	10,147
6,221	5,851	7,119	6,859	30,223	10,811
25,792	29,862	29,207	31,274	28,015	30,347
2,906	956	1,062	269	-	-
10,458	12,026	13,477	12,199	10,371	12,948
4,143	4,439	4,372	2,810	4,014	3,947
-	-	-	-	-	-
-	-	444.49	567.30	238	-
-	-	-	-	51	52
-	-	-	-	-	-
-	-	-	-	-	-
138,009	141,914	149,846	150,856	141,783	163,404
14,082	12,433	20,056	18,743	29,683	33,912
18,703	18,741	19,308	21,002	20,786	21,016
17,216	15,072	15,395	16,715	16,543	17,970
11,386	13,612	13,354	16,764	13,881	18,417
5,249	5,373	5,827	6,370	7,527	8,937
66,636	65,231	73,941	79,594	88,420	100,251
204,645	207,145	223,787	230,450	230,203	263,655

See independent auditor's report.

City of Las Cruces

Changes in Net Position by Category* (000's)

June 30, 2022

	2013	2014	2015	2016
Program Revenues				
Governmental activities:				
Charges for services				
General Government	1,871	1,905	1,463	11,406
Facilities	-	-	-	-
Police	4,441	4,523	3,472	4,008
Fire	1,971	2,007	1,541	2,242
Community development	4,560	807	869	587
Quality of Life	1,378	1,404	1,077	947
Public works	1,468	1,495	1,147	934
Information Technology	604	615	472	-
Transportation	1,617	1,647	1,264	850
Economic Development	-	-	-	-
Parks and recreation	1,334	1,358	1,043	1,630
Operating Grants and Contributions				
General Government	898	915	702	261
Facilities	-	-	-	-
Police	1,549	1,578	1,211	453
Fire	688	700	537	110
Community development	258	263	202	341
Quality of Life	481	490	376	598
Public works	512	521	400	464
Information Technology	211	215	165	-
Transportation	564	574	441	353
Economic Development	-	-	-	-
Parks and recreation	465	474	364	67
Capital Grants and Contributions				
General Government	3,155	549	5,672	3,682
Quality of Life	-	-	-	-
Police	-	-	-	-
Fire	-	-	-	-
Economic Development	7,257	7,390	372	257
Parks and Rec	-	-	-	-
Public works	476	485	-	-
Transportation	-	-	-	-
Subtotal governmental activities revenues	35,759	29,915	22,789	29,190

See independent auditor's report.

City of Las Cruces

Changes in Net Position by Category* (000's)

June 30, 2022

2017	2018	2019	2020	2021	2022
$ 3,878	$ 6,357	$ 4,766	$ 3,997	$ 6,345	$ 7,694
-	-	-	-	-	-
4,055	464	438	656	777	359
2,288	5	-	-	-	-
575	1,479	1,487	1,759	2,345	1,402
934	94	100	35	-	95
2,000	1,455	1,761	1,366	-	200
-	-	-	-	-	-
-	-	-	-	-	-
671	92	1,440	1,383	3	183
1,614	2,113	2,334	2,043	1,985	755
238	112	-	-	4,653	2,358
-	-	-	-	-	-
470	911	1,096	539	479	1,804
131	945	1,373	2,920	1,891	1,648
305	1,487	1,178	1,454	2,407	195
582	961	1,082	1,095	2,459	-
402	2,222	-	-	-	1,102
-	-	-	-	-	-
345	-	-	-	-	-
67	-	17	141	7,424	3,851
-	395	413	314	314	620
5,070	-	-	-	-	-
-	225	10	15	87	-
-	-	-	150	-	-
-	-	-	924	428	-
350	568	1,337	2,573	172	-
-	167	199	194	525	76
-	-	1,390	953	490	1,017
-	-	-	-	-	-
23,976	20,049	20,423	22,511	32,783	23,359

See independent auditor's report.

City of Las Cruces

Changes in Net Position by Category* (000's)

June 30, 2022

	2013	2014	2015	2016
Program Revenues				
Business-type activities:				
Charges for services				
Gas	$ 24,243	$ 10,932	$ 10,736	$ 10,873
Water	15,388	14,701	15,207	15,706
Waste water	12,004	11,970	11,570	11,767
Solid waste	11,735	11,589	11,818	13,525
Transit	637	737	620	768
Operating Grants and Contributions				
Gas	-	-	-	-
Water	241	-	-	1,537
Waste water	-	-	-	1,256
Solid waste	-	-	-	-
Transit	3,185	2,459	2,253	2,325
Capital Grants and Contributions				
Gas	97	-	33	73
Water	602	-	139	168
Waste water	590	-	122	87
Solid waste	-	-	-	-
Transit	-	-	-	-
Subtotal business-type activities revenues	68,723	52,388	52,498	58,085
Total primary government revenues	$ 104,482	$ 82,303	$ 75,287	$ 87,275
Net (Expense)/Revenue				
Governmental activities	(77,144)	(86,263)	(95,894)	(99,422)
Business-type activities	1,780	(1,481)	(1,868)	248
Total primary government net expense	(75,365)	(87,744)	(97,762)	(99,174)

See independent auditor's report.

City of Las Cruces

Changes in Net Position by Category* (000's)

June 30, 2022

2017	2018	2019	2020	2021	2022
$ 13,841	$ 11,093	$ 19,096	$ 17,422	$ 29,462	$ 31,277
19,961	18,192	19,408	22,656	24,059	23,531
15,173	12,728	12,912	15,161	16,585	18,028
13,169	13,804	13,907	15,038	17,030	17,157
864	745	941	376	192	518
-	-	-	-	-	-
463	-	-	-	-	6
628	-	-	-	-	344
-	-	-	-	-	-
2,154	-	1,867	3,097	7,355	3,590
91	-	-	-	-	-
102	-	-	-	233	-
74	1,364	33	-	-	-
-	-	-	-	-	-
-	2,093	-	-	-	87
66,520	60,020	68,162	73,748	94,916	94,540
$ 90,496	$ 80,069	$ 88,585	$ 96,260	$ 127,699	$ 117,899
(114,033)	(121,864)	(129,424)	(128,345)	(109,000)	(140,045)
(116)	(5,211)	(5,779)	(5,845)	6,496	(5,711)
(114,149)	(127,076)	(135,202)	(134,190)	(102,503)	(145,756)

See independent auditor's report.

City of Las Cruces

Changes in Net Position by Category* (000's)

June 30, 2022

	2013	2014	2015
***General Revenues and Other Changes in Net Position**			
Governmental activities:			
Taxes			
Gross receipts	$ 83,312	$ 81,882	$ 93,684
Property	13,972	14,265	14,461
Franchise Fees and Lodgers Tax	2,691	2,701	2,438
Other			
Investment income (loss)	(545)	5,892	5,515
Hospital net assets received	-	-	-
Telshor Facility income	-	-	-
Other	365	11	-
Donated capital assets	-	-	-
Contributed from ASCMV			
Licenses and permits	-	-	-
Fees, fines, franchise fees	-	-	-
Other	-	-	-
Gain(loss) on disposal of fixed assets/sale of investments	0	0	-
Change in accounting extimate			
Transfers	(2,945)	(3,161)	(2,943)
Total governmental activities	96,850	101,590	113,156
Business-type activities:			
Investment income	(1,827)	1,465	2,797
Other	-	-	-
Donated capital assets	-	-	-
Gain(loss) on disposal of capital assets/sale of investments	-	-	-
Capital contributions		231	-
Transfers	2,945	3,161	2,943
Total business-type activities	1,118	4,857	5,740
Total primary government	$ 97,968	$ 106,447	$ 118,896
***Change in Net Position**			
Governmental activities	19,706	15,327	17,262
Business-type activities	2,898	3,376	3,872
Total primary Government	$ 22,603	$ 18,703	$ 21,134

** In FY 2013 "Net Assets" changed to "Net Position". GASB Statement No. 63.*

Note: FY 2017 Name change from Community and Cultural Services to Quality of Life

Note: FY 2017 Transporation split into two separate departments/ Transportation and Economic Development

See independent auditor's report.

City of Las Cruces

Changes in Net Position by Category* (000's)

June 30, 2022

2016	2017	2018	2019	2020	2021	2022
$ 99,614	99,866	95,656	95,581	99,426	111,943	124,756
14,841	15,085	17,178	21,891	24,725	17,820	23,714
2,873	2,809	2,185	2,145	1,739	1,943	3,025
				8,307	2,516	4,035
4,805	4,416	2,942	9,932	4,173	11,939	(8,876)
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	4,681	1,722	7,570	13,233	12,143
-	-	629	3,982	-	-	-
			-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	7,347	11,320	-	-	-
-	-		686	139	20	18
		(1,949)			-	-
(3,168)	(3,308)	(4,687)	(4,974)	(13,205)	(36,839)	(4,229)
118,965	118,868	123,981	142,285	132,874	122,574	154,586
2,714	119	(55)	3,127	1,813	222	(381)
-	-	-	-	-	-	-
-	-	1,545	2,234	873	21,485	230
441	536	127	123	234	100	238
-	-	-	-	-	-	-
3,168	3,308	4,687	4,985	4,833	2,509	4,229
6,323	3,964	6,304	10,468	7,753	24,316	4,316
$ 125,288	$ 122,831	$ 130,286	$ 152,752	$ 140,626	$ 146,890	$ 158,902
19,543	4,835	2,117	12,861	4,529	13,574	14,541
6,571	3,847	1,093	4,689	1,907	30,813	(1,396)
$ 26,114	$ 8,682	$ 3,210	$ 17,550	$ 6,436	$ 44,387	$ 13,146

See independent auditor's report.

City of Las Cruces

Fund Balance - Governmental Funds
Last Ten Fiscal Year*

	2013	2014	2015	2016
General Fund				
Non-spendable	$1,732,121	$1,607,029	$1,431,060	$1,820,976
Restricted	109,896	26,654	87,037	49,695
Committed	6,120,361	7,464,550	5,937,791	8,034,176
Assigned	6,634,296	4,651,973	3,063,748	5,831,716
Unassigned	20,665,163	22,243,480	31,379,100	34,727,631
General fund subtotal	$35,261,837	35,993,686	41,898,736	50,464,194
All Other Governmental Funds				
Restricted	58,884,597	61,250,466	80,544,450	116,732,589
Committed	19,566,873	16,309,303	20,512,371	11,010,857
Assigned	-	-	-	-
Unassigned	-	(3,102)	-	(205,952)
All other governmental funds subtotal	78,451,470	77,556,667	101,056,821	127,537,494
	$ 113,713,307	$ 113,550,353	$ 142,955,557	$ 178,001,688

See independent auditor's report.

City of Las Cruces

Fund Balance - Governmental Funds
Last Ten Fiscal Year*

2017	2018	2019	2020	2021	2022
$1,747,278	$1,561,384	$1,702,416	$1,711,807	$1,760,958	$ 1,645,743
1,729,164	1,450,700	2,191,128	2,444,915	2,614,263	3,022,727
8,252,569	16,756,075	19,741,286	19,134,514	25,464,493	24,980,910
4,479,163	4,006,428	3,186,639	2,699,938	3,949,373	2,374,274
39,784,069	24,601,860	20,205,335	17,900,622	17,592,445	30,254,603
55,992,243	48,376,447	47,026,804	43,891,796	51,381,532	$62,278,257
131,993,717	138,294,135	161,708,022	178,274,831	188,676,555	145,508,131
5,475,839	799,090	250,869	4,639,913	4,578,050	7,837,120
-	-	-	-	-	-
(190,492)	(534,064)	(906,173)	(14,650)	(17)	-
137,279,064	138,559,161	161,052,718	182,900,094	193,254,588	153,345,251
$ 193,271,307	$ 186,935,608	$ 208,079,522	$ 226,791,890	$ 244,636,120	$ 215,623,508

See independent auditor's report.

City of Las Cruces

Changes in Fund Balance - Governmental Funds
Last Ten Fiscal Years

Revenues	**2013**	**2014**	**2015**
Taxes**	$ 97,283,814	$ 96,147,228	$ 108,144,911
Gross Receipts	-	-	-
Property	-	-	-
Lodgers	-	-	-
State-shared	-	-	-
Changes for services	2,621,870	2,978,651	2,871,940
Fees and fines	4,223,526	3,601,721	2,960,103
Investment income (loss)	181,900	5,502,991	4,632,666
Franchise fees	2,691,014	2,700,727	2,438,470
Licenses and permits	1,266,098	1,090,909	1,072,697
Special Assessment	1,846,289	-	-
Intergovernmental			
Federal	13,359,243	6,219,035	7,265,804
State	-	-	-
Local	-	-	-
Other	6,168,354	8,237,485	8,798,356
Total revenues	129,642,108	126,478,747	138,184,947
Expenditures			
Current			
General government	15,244,156	15,309,810	15,540,303
Police	26,298,016	26,682,809	25,964,438
Fire	11,670,358	11,960,199	13,231,354
Community development	4,384,737	4,590,232	4,855,907
Quality of Life	8,161,447	8,470,577	8,408,291
Economic Development			
Public works	11,027,114	9,516,062	10,113,065
Transportation	7,227,168	7,124,350	7,050,236
Parks and recreation	7,910,542	8,487,589	9,096,141
Debt Service	-	-	-
Capital outlay	20,881,103	16,053,786	16,407,438
Debt service			
Principal	8,843,242	9,313,208	9,418,765
Interest and other charges	3,391,926	3,158,108	3,485,553
Facilities	-	-	-
Development services	-	-	-
Information Technology	3,575,895	3,261,809	3,307,482
Debt Issuance cost	-	100,850	612,093
Total expenditures	128,615,704	124,029,389	127,491,066
Revenue over (under) expenditures	1,026,404	2,449,358	10,693,881

See independent auditor's report.

City of Las Cruces

Changes in Fund Balance - Governmental Funds
Last Ten Fiscal Years

2016	2017	2018	2019	2020	2021	2022
$ 114,455,163	$ 114,950,696	$ 119,074,693	$ -	$ 108,415,029	$ 5,099,257	$ -
-	-	-	94,943,406	10,160,526	106,843,791	125,136,633
-	-	-	21,608,568	4,992,417	18,395,595	23,714,071
-	-	-	2,144,835	1,739,497	1,942,628	3,025,108
-	-	-	2,388,129	1,920,678	2,515,780	4,035,071
2,957,652	3,036,531	2,978,759	3,444,809	2,676,242	917,152	1,368,612
3,238,041	2,208,315	3,709,207	3,780,235	3,266,333	3,715,349	1,680,810
4,021,081	4,428,153	2,974,495	9,230,148	4,172,512	11,938,547	(8,876,241)
2,873,464	2,809,073	3,898,194	3,628,782	3,510,306	4,292,458	4,281,498
1,577,456	1,655,125	1,471,630	1,473,546	1,787,286	2,529,467	3,356,634
-	-	-	-	-	-	-
6,784,524	8,335,866	2,381,697	2,870,480	4,855,288	15,667,256	5,307,556
-	-	5,426,056	5,046,711	6,415,958	5,661,711	7,363,919
-	-	183,661	178,104	86,354	257,618	76,342
7,211,763	8,203,588	7,202,817	12,264,313	7,628,724	13,120,225	12,211,434
143,119,144	145,627,347	149,301,209	163,002,066	161,627,150	192,896,834	182,681,447
21,270,277	19,370,272	20,865,804	22,633,215	20,905,089	28,059,345	29,375,332
25,031,978	25,467,920	25,064,845	26,755,974	25,920,200	23,204,094	26,049,308
13,190,791	13,613,317	15,179,537	17,435,953	18,526,441	17,468,551	19,908,614
5,210,672	4,952,654	5,006,504	5,729,694	6,801,531	7,811,566	4,533,525
8,669,918	8,533,485	7,001,487	7,751,009	7,709,890	7,934,150	8,856,305
	4,156,253	5,673,052	6,928,114	5,876,475	10,033,372	9,644,781
7,842,112	13,523,292	16,549,341	14,931,744	16,895,076	13,830,291	15,865,685
6,748,867	1,941,788	-	-	-	-	-
9,516,112	9,498,709	10,593,811	11,730,631	10,982,256	9,158,403	12,928,846
-	-	-	-	48,389	50,993	52,140
30,391,233	34,117,241	23,478,521	37,405,587	28,329,369	39,557,325	53,073,734
10,705,464	9,697,955	11,922,845	11,681,619	17,204,871	15,245,866	17,040,191
3,592,138	4,097,624	4,438,917	4,372,161	4,904,830	5,019,302	4,964,232
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
625,648	464,919		444,488	567,301	237,949	-
142,795,210	149,435,429	145,774,664	167,800,189	164,671,718	177,611,206	202,292,693
323,934	(3,808,082)	3,526,545	(4,798,123)	(3,044,568)	15,285,628	(19,611,246)

See independent auditor's report.

City of Las Cruces

Changes in Fund Balance - Governmental Funds
Last Ten Fiscal Years

Other Financing Sources (Uses)	**2013**	**2014**	**2015**
Issuance of debt	44,638	2,780,000	44,042,825
Premiums on issuance of debt	-	-	-
Proceeds of refunding Bonds	-	-	-
Payment to refunded bond escrow agent	-	-	-
Debt issuance cost	-	-	-
Gain on capital assets	1,043,557	251,515	122,895
Bond premium (discount)	-	-	1,834,877
Hospital netposition received	-	-	-
Capital leases	-	-	-
Proceeds of notes payable	-	-	-
Escrow refund	-	(1,590,000)	(19,545,000)
Payment to agency	-	(1,680,000)	-
Sale of capital assets	-	-	-
Transfers in	20,070,575	20,982,459	21,933,451
Transfers out	(25,774,755)	(23,356,286)	(29,677,725)
Total other financing sources (uses)	(4,615,985)	(2,612,312)	18,711,323
Net change in fund balances	$ (3,589,581)	$ (162,954)	$ 29,405,204
Debt service as a percentage of non-capital expenditures	11.36%	11.56%	11.68%

Notes:

* For 2012-2018 the City presented taxes in one category. In 2019 taxes were broken out in the categories presented above.

See independent auditor's report.

City of Las Cruces

Changes in Fund Balance - Governmental Funds
Last Ten Fiscal Years

2016	2017	2018	2019	2020	2021	2022
35,680,000	23,888,528	1,620,500	31,594,664	31,470,000	17,600,000	-
-	-		1,286,141	6,325,976	1,872,957	-
-	-	-	-	15,435,000	-	-
-	-	-	-	(18,405,000)	-	-
-	-		-	-	-	-
1,197,843	101,462	169,108	685,094	-	-	-
1,152,703	1,656,248	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	136,248	20,000	17,817
34,732,300	24,900,335	33,743,360	27,025,560	36,285,214	28,331,545	39,652,119
(38,040,649)	(31,468,872)	(45,395,212)	(34,649,421)	(49,490,501)	(45,265,900)	(49,071,303)
34,722,197	19,077,701	(9,862,244)	25,942,038	21,756,937	2,558,602	(9,401,367)
$ 35,046,131	$ 15,269,619	$ (6,335,699)	$ 21,143,915	$ 18,712,368	$ 17,844,231	$ (29,012,613)
12.79%	12.01%	13.38%	9.77%	16.22%	14.68%	14.75%

See independent auditor's report.

City of Las Cruces

Taxable Assessed Value of Property
Last Ten Fiscal Years
(Unaudited)

Fiscal Year	Real Property		Personal Property		Exemptions
	Taxable Value	Assessed Value	Taxable Value	Assessed Value	Real/Personal Property
2022	3,010,279,373	9,030,838,119	74,520,534	223,561,602	274,443,799
2021	2,766,686,877	8,300,060,631	64,245,761	192,737,283	260,992,956
2020	2,680,747,494	8,042,242,482	65,230,658	195,691,974	253,257,697
2019	2,570,059,198	7,710,177,594	71,440,024	214,320,072	245,680,382
2018	2,485,879,710	7,457,639,130	69,318,831	207,956,493	249,116,267
2017	2,410,454,447	7,231,363,341	67,500,254	202,500,762	243,597,793
2016	2,341,981,680	7,025,945,040	61,176,691	183,530,073	247,952,646
2015	2,183,225,521	6,549,676,563	60,724,499	182,173,497	209,457,558
2014	2,155,885,195	6,467,655,585	61,581,848	184,745,544	208,357,576
2013	2,125,289,873	6,375,869,619	59,624,489	178,873,467	200,707,966

Source: Doña Ana County Property Abstract

See independent auditor's report.

City of Las Cruces

Taxable Assessed Value of Property
Last Ten Fiscal Years
(Unaudited)

Total Taxable Value	Assessed Value	Ratio of Total Taxable Value To Total Assessed Value
2,810,356,108	8,431,068,324	33%
2,569,939,682	7,709,819,046	33%
2,492,720,455	7,478,161,365	33%
2,395,818,840	7,187,456,520	33%
2,306,082,274	6,918,246,822	33%
2,234,356,908	6,703,070,724	33%
2,155,205,725	6,465,617,175	33%
2,034,492,462	6,103,477,386	33%
2,009,109,467	6,027,328,401	33%
1,984,206,396	5,952,619,188	33%

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City of Las Cruces

Property Tax Rates Per $1,000 Assessed Valuation
Both Residential and Non-Residential - Overlapping Governments
Last Ten Fiscal Years
(Unaudited)

Residential

Fiscal Year	City	State	County	School District	Other	Total Residential
2022	8.794	1.360	9.263	9.961	1.987	31.365
2021	8.776	1.360	9.210	9.932	1.980	31.258
2020	8.799	1.360	9.321	9.946	1.995	31.421
2019	8.848	1.360	9.351	9.949	2.000	31.508
2018	8.770	1.360	9.245	9.940	2.000	31.315
2017	6.702	1.360	9.163	9.920	1.600	28.745
2016	6.699	1.360	9.152	9.920	2.000	29.131
2015	6.806	1.360	9.267	9.852	2.000	29.285
2014	6.801	1.360	9.255	9.853	2.000	29.269
2013	6.757	1.360	9.202	9.851	2.000	29.170

Non-Residential

Fiscal Year	City	State	County	School District	Other	Total Non-Residential
2022	9.150	1.360	11.941	10.118	2.000	34.569
2021	9.150	1.360	11.946	10.117	2.000	34.573
2020	9.129	1.360	11.949	10.116	2.000	34.554
2019	9.127	1.360	11.948	10.105	2.000	34.540
2018	9.126	1.360	11.958	10.102	2.000	34.546
2017	7.120	1.360	11.959	10.109	1.600	32.148
2016	7.120	1.360	11.959	10.116	2.000	32.555
2015	7.120	1.360	11.964	10.013	2.000	32.457
2014	7.120	1.360	11.935	10.013	2.000	32.428
2013	7.120	1.360	11.949	10.014	2.000	32.443

Source: New Mexico Department of Finance & Administration, Local Government Division
Doña Ana County

See independent auditor's report.

City of Las Cruces

Principal Taxpayers
Last Ten Years
(Unaudited)

		2022		
Taxpayer	Type of Business	Taxable Value	Percentage of Total Taxable Value	Rank
El Paso Electric Company	Electricity	88,714,343	3.16%	1
Las Cruces Medical Center LLC	Medical Center	61,205,640	2.18%	2
Memorial Medical Center DBA PHC Las Cruces	Medical Center	35,960,393	1.28%	3
Comcast Of New Mexico Inc	Television/Internet Serv	35,122,188	1.25%	4
Las Cruces Hospital Building LLC	Real Estate	32,654,469	1.16%	5
Saputo Cheese USA Inc	Dairy	27,932,802	0.99%	6
Copperstone LLC	Real Estate	18,186,889	0.65%	7
HTA-Regional Medical Center Mob LLC	Medical Center	17,963,733	0.64%	8
Park Place Las Cruces LLC	Investments	17,554,010	0.62%	9
Clear Sky Capital Casas De Soledad Apartments LP	Apartments	17,541,464	0.62%	10
SunE EPE2 LLC (Silicon Ranch)	Electricity			
Horseshoe Investment Partners LLC	Real Estate			
Mesilla Realty LLC	Shopping Centers			
Best New Mexico Portfolio I LLC	Real Estate			
Burrel College Of Osteopathic Medicine	Medical Center			
Casa Bandera Owners LLC	Real Estate			
Qwest Corporation	Communications			
Sonoma Palms Apts Louisiana LLC	Apartments			
Las Cruces Investco LLC	Real Estate			
Wal-Mart Stores Inc	Discount Stores			
Duke Reality Las Cruces MOB LLC	Real Estate			
Las Cruces Madison Ownership Co. LLC	Real Estate			
Las Cruces - TMB LLC	Real Estate			
Park Place Peridot LLC	Business Complex			
			12.55%	

Source: Doña Ana County Property Abstract - County Assessors Office

City of Las Cruces

Principal Taxpayers
Last Ten Years
(Unaudited)

2021			2020			2019		
Taxable Value	Percentage of Total Taxable Value	Rank	Taxable Value	Percentage of Total Taxable Value	Rank	Taxable Value	Percentage of Total Taxable Value	Rank
70,028,438	2.66%	1	67,860,368	2.66%	1	70,042,733	2.86%	1
61,205,640	2.33%	2	61,205,640	2.40%	2	54,590,000	2.23%	2
35,960,393	1.37%	3	35,960,393	1.41%	3	35,960,393	1.47%	3
31,507,090	1.20%	4	27,264,830	1.07%	4	26,831,740	1.09%	5
31,267,535	1.19%	5	19,806,249	0.78%	7			
17,829,900	0.68%	9	17,829,900	0.70%	10	17,829,900	0.73%	8
17,964,536	0.68%	8	17,854,468	0.70%	9	17,854,468	0.73%	7
18,265,930	0.69%	7	18,265,930	0.72%	8			
						16,529,225	0.67%	9
19,849,557	0.75%	6	27,004,630	1.06%	5	18,731,587	0.76%	6
17,191,737	0.65%	10						
			20,101,000	0.79%	6	35,248,800.00	1.44%	4
						15,396,785	0.63%	10
	12.21%			12.27%			12.60%	

See independent auditor's report.

City of Las Cruces

Principal Taxpayers
Last Ten Years
(Unaudited)

		2018		
Taxpayer	Type of Business	Taxable Value	Percentage of Total Taxable Value	Rank
El Paso Electric Company	Electricity	81,851,555	1.84%	1
Las Cruces Medical Center LLC	Medical Center	54,590,000	1.23%	2
Memorial Medical Center DBA PHC Las Cruces	Medical Center	35,960,393	0.81%	3
Comcast Of New Mexico Inc	Television/Internet Serv	26,020,745	0.59%	5
Las Cruces Hospital Building LLC	Real Estate			
Saputo Cheese USA Inc	Dairy			
Copperstone LLC	Real Estate	17,829,900	0.40%	7
HTA-Regional Medical Center Mob LLC	Medical Center	17,854,468	0.40%	6
Park Place Las Cruces LLC	Investments			
Clear Sky Capital Casas De Soledad Apartments LP	Apartments	16,047,870	0.36%	8
SunE EPE2 LLC (Silicon Ranch)	Electricity			
Horseshoe Investment Partners LLC	Real Estate			
Mesilla Realty LLC	Shopping Centers	35,248,800.00	0.79%	4
Best New Mexico Portfolio I LLC	Real Estate			
Burrel College Of Osteopathic Medicine	Medical Center	15,122,352	0.34%	9
Casa Bandera Owners LLC	Real Estate	14,572,955	0.33%	10
Qwest Corporation	Communications			
Sonoma Palms Apts Louisiana LLC	Apartments			
Las Cruces Investco LLC	Real Estate			
Wal-Mart Stores Inc	Discount Stores			
Duke Reality Las Cruces MOB LLC	Real Estate			
Las Cruces Madison Ownership Co. LLC	Real Estate			
Las Cruces - TMB LLC	Real Estate			
Park Place Peridot LLC	Business Complex			
			7.09%	

See independent auditor's report.

City of Las Cruces

Principal Taxpayers
Last Ten Years
(Unaudited)

2017			2016			2015		
Taxable Value	Percentage of Total Taxable Value	Rank	Taxable Value	Percentage of Total Taxable Value	Rank	Taxable Value	Percentage of Total Taxable Value	Rank
75,051,914	1.89%	1	78,255,738	1.97%	1	96,539,781	4.59%	1
54,590,000	1.38%	2	54,590,000	1.38%	2	65,093,288	3.10%	2
35,960,393	0.91%	3	54,042,000	1.36%	3	50,676,800	2.41%	3
22,277,725	0.56%	7	21,760,209	0.55%	7	21,612,820	1.03%	8
17,829,900	0.45%	5	25,604,957	0.64%	5	23,522,866	1.12%	6
15,580,539	0.39%	8	15,126,762	0.38%	8			
						31,984,810	1.52%	5
35,248,800	0.89%	4	35,248,800	0.89%	4	35,116,500	1.67%	4
14,148,500	0.36%	10	14,148,500	0.36%	10			
22,031,097	0.55%	6	22,407,480	0.56%	6	22,846,665	1.09%	7
14,781,437	0.37%	9	14,871,437	0.37%	9	15,646,000	0.74%	9
						14,689,139	0.70%	10
	7.75%			8.46%			17.97%	

See independent auditor's report.

City of Las Cruces

Principal Taxpayers
Last Ten Years
(Unaudited)

		2014		
Taxpayer	Type of Business	Taxable Value	Percentage of Total Taxable Value	Rank
El Paso Electric Company	Electricity	88,614,513	4.27%	1
Las Cruces Medical Center LLC	Medical Center	68,342,933	3.29%	2
Memorial Medical Center DBA PHC Las Cruces	Medical Center	50,853,900	2.45%	3
Comcast Of New Mexico Inc	Television/Internet Se	23,280,858	1.12%	6
Las Cruces Hospital Building LLC	Real Estate			
Saputo Cheese USA Inc	Dairy			
Copperstone LLC	Real Estate	23,258,900	1.12%	7
HTA-Regional Medical Center Mob LLC	Medical Center			
Park Place Las Cruces LLC	Investments			
Clear Sky Capital Casas De Soledad Apartments LP	Apartments			
SunE EPE2 LLC (Silicon Ranch)	Electricity	36,200,000	1.74%	4
Horseshoe Investment Partners LLC	Real Estate			
Mesilla Realty LLC	Shopping Centers	32181500	0.01550117	5
Best New Mexico Portfolio I LLC	Real Estate			
Burrel College Of Osteopathic Medicine	Medical Center			
Casa Bandera Owners LLC	Real Estate			
Qwest Corporation	Communications	22,328,470	1.08%	8
Sonoma Palms Apts Louisiana LLC	Apartments			
Las Cruces Investco LLC	Real Estate	14,345,600	0.69%	10
Wal-Mart Stores Inc	Discount Stores	16,442,600	0.79%	9
Duke Reality Las Cruces MOB LLC	Real Estate			
Las Cruces Madison Ownership Co. LLC	Real Estate			
Las Cruces - TMB LLC	Real Estate			
Park Place Peridot LLC	Business Complex			
			18.10%	

See independent auditor's report.

City of Las Cruces

Principal Taxpayers
Last Ten Years
(Unaudited)

2013		
Taxable Value	Percentage of Total Taxable Value	Rank
83,788,517	4.09%	1
67,806,108	3.31%	2
66,381,142	3.24%	3
24,909,411	1.22%	6
17,869,700	0.87%	8
40,632,555	1.99%	4
32,181,500.00	1.57%	5
23,149,114.00	0.01131227	7
14,780,000	0.72%	9
14,697,557	0.72%	10
	18.87%	

See independent auditor's report.

City of Las Cruces

Property Tax Levies and Collections
Last Ten Fiscal Years
(Unaudited)

		Collected within the Fiscal Year of the Levy			Total Collections To Date	
Fiscal Year Ended June 30	***Total Tax Levy for Fiscal Year**	**Amount**	**Percentage of Levy**	**Collections in Subsequent Years**	**Amount**	**Percentage of Levy**
2022	23,330,101	22,712,418	97.4%	-	22,712,418	97.4%
2021	22,660,126	22,030,510	97.2%	426,050	22,456,560	99.1%
2020	21,830,839	21,139,123	96.8%	616,503	21,755,626	99.7%
2019	20,873,049	20,208,777	96.8%	614,489	20,823,266	99.8%
2018	15,633,924	15,177,065	97.1%	433,568	15,610,633	99.9%
2017	15,103,757	14,614,744	96.8%	466,691	15,081,435	99.9%
2016	14,873,893	14,361,584	96.6%	496,371	14,857,955	99.9%
2015	14,469,394	13,982,535	96.6%	473,837	14,456,372	99.9%
2014	14,192,770	13,740,560	96.8%	440,573	14,181,133	99.9%
2013	13,839,530	13,312,600	96.2%	516,847	13,829,447	99.9%

** The "Total Tax Levy for Fiscal Year" and "Total Collections to Date" amounts for previous fiscal years are subject to annual revisions.*

Source: Doña Ana County Treasurer's Office Property Tax Schedule

See independent auditor's report.

City of Las Cruces

Ratio of Outstanding Debt by Type
Last Ten Fiscal Years
(Unaudited)

	Governmental Activities				
Fiscal Year	General Obligation Bonds	Sales Tax Revenue Bonds	Unamortized Premium on Sales Tax Revenue Bonds	Notes Payable	Lease
2013	-	67,580,000	2,585,708	13,882,092	-
2014	-	59,350,000	2,409,916	13,988,884	-
2015	-	72,015,000	4,041,329	11,576,819	-
2016	-	99,935,000	4,884,608	8,605,230	-
2017	-	107,405,000	6,185,598	15,325,802	-
2018	-	99,845,000	5,734,548	12,557,332	-
2019	18,000,000	91,515,000	5,283,499	13,745,377	-
2020	13,950,000	115,055,000	11,244,890	14,605,506	-
2021	27,450,000	106,300,000	12,112,063	12,214,640	-
2022	22,510,000	96,715,000	11,094,499	9,699,449	7,868,502

Notes:

Details regarding the city's outstanding debt can be found in the note 7 to the financial statements.

* See Schedule 14 for the personal income and population data. These ratios are calculated using personal income and population for the prior fiscal year.

See independent auditor's report.

City of Las Cruces

Ratio of Outstanding Debt by Type
Last Ten Fiscal Years
(Unaudited)

Business-Type Activities						
Utility Revenue Bonds	Unamortized Discount on Utility Revenue Bonds	Leases	Notes Payable	Total Primary Government	Percentage of Personal Income *	Per Capita *
54,015,000	601,874	-	2,101,541	140,766,215	6.98%	1,400
49,865,000	563,895	-	1,632,909	127,810,604	5.96%	1,261
53,050,000	2,658,905	-	3,812,635	147,154,688	6.76%	1,451
65,445,000	3,584,671	-	3,116,172	185,570,681	8.69%	1,826
77,230,000	4,437,833	-	2,409,118	212,993,351	9.46%	2,093
94,445,000	5,052,101	-	6,714,765	224,348,746	9.99%	2,206
89,245,000	4,714,967	-	5,973,061	228,476,904	8.84%	2,045
100,015,000	10,681,533	-	5,365,203	270,917,132	11.25%	2,601
94,335,000	9,862,340	-	4,751,258	267,025,301	10.71%	2,582
87,870,000	9,043,143	633,375	4,125,000	249,558,968	9.08%	2,241

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City of Las Cruces

Ratio of Net General Obligation Debt to
Taxable Value and Net General Obligation Bonded Debt Per Capita
Last Ten Fiscal Years

Fiscal Year	Population	Taxable Value	General Obligation Bonded Debt Outstanding	Less Debt Service Fund	Net Bonded Debt	Ratio of Net Bonded Debt To Taxable Value	Net Bonded Debt Per Capita
2013	100,557	2,046,371,786	-	-	-	N/A	N/A
2014	101,324	2,076,068,745	-	-	-	N/A	N/A
2015	101,408	2,102,950,157	-	-	-	N/A	N/A
2016	101,643	2,181,741,246	-	-	-	N/A	N/A
2017	101,759	2,288,261,977	-	-	-	N/A	N/A
2018	101,712	2,366,310,906	-	-	-	N/A	N/A
2019	102,926	2,452,517,126	18,000,000	-	-	N/A	N/A
2020	104,148	2,492,720,455	13,950,000	1,388,850	12,561,150	0.50%	121
2021	103,432	2,569,939,682	27,450,000	1,085,824	26,364,176	1.03%	255
2022	111,385	2,745,278,819	22,510,000	1,272,156	21,237,844	0.77%	191

Source: Doña Ana County Property Abstract
U.S. Census Bureau

See independent auditor's report.

City of Las Cruces

Computation of Direct and Overlapping Debt
6/30/2022
(Unaudited)

Jurisdiction	Total General Debt Outstanding As of 6/30/2022	Percentage Applicable To City of Las Cruces	City of Las Cruces Share of Debt
Direct:			
City of Las Cruces	140,018,948	100.00%	140,018,948
Overlapping :			
Doña Ana County	17,467,052	49.85%	8,706,631
Las Cruces School District	149,934,357	73.46%	110,141,226
Doña Ana Community College	18,128,425	28.64%	5,191,361
Total Overlapping	185,529,834		124,039,217
Total Direct And Overlapping General Obligation Bonded Debt	$ 325,548,782		$ 264,058,165

Note:
Overlapping rates are those of local and county governments that apply to the property owners of the City of Las Cruces.

The percentage applicable to the City was determined by calculating the amount of property tax levied by the jurisdictions in the City divided by the total property taxes levied by the jurisdictions.

Source: City of Las Cruces; State of New Mexico; Doña Ana County; Las Cruces School District; Doña Ana Branch Community College

See independent auditor's report.

City of Las Cruces

Computation of Legal Debt Margin
Last Ten Fiscal Years
(Unaudited)

	FY2022
Taxable Valuation	$ 2,745,278,819
Legal Debt Limit- 4% of Assessed Valuation	109,811,153
Amount of Long-Term Debt Subject To Legal Debt Limit: General Obligation Debt Outstanding	22,510,000
Legal Debt Margin	$ 87,301,153

	Fiscal Year		
	2013	**2014**	**2015**
Debt Limit	$ 81,854,871	$ 83,042,750	$ 84,118,006
Total net debt applicable to limit	-	-	-
Total debt margin	$ 81,854,871	$ 83,042,750	$ 84,118,006
Total debt applicable to the limit as a percentage of debt limit	N/A	N/A	N/A

Source: Dona Ana County Property Abstract

See independent auditor's report.

City of Las Cruces

Computation of Legal Debt Margin
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year					
	2016	**2017**	**2018**	**2019**	**2020**	**2021**
	$ 87,269,650	$ 91,530,479	$ 109,738,157	$ 98,100,685	$ 99,708,818	$ 102,797,587
	-	-	-	-	-	-
	$ 87,269,650	$ 91,530,479	$ 109,738,157	$ 98,100,685	$ 99,708,818	$ 102,797,587
	N/A	N/A	N/A	N/A	N/A	N/A

See independent auditor's report.

City of Las Cruces

Pledged-Revenue Bond/Note Coverage
Last Ten Fiscal Years
June 30, 2022

Gross Receipts Tax Revenue Bonds/Notes

Fiscal Year	Pledged Revenues	Debt Service		Coverage
		Principal	Interest	
2013	52,346,775	7,388,465	3,117,693	4.98
2014	51,493,059	7,783,439	2,912,096	4.81
2015	54,072,107	8,146,612	3,301,885	4.72
2016	57,727,707	9,425,619	3,421,436	4.49
2017	57,222,365	9,229,689	3,971,998	4.33
2018	59,512,313	8,882,965	3,362,080	4.86
2019	59,104,852	9,302,527	3,124,598	4.76
2020	62,181,138	10,240,530	3,052,552	4.68
2021	63,998,541	8,302,817	3,105,423	5.61
2022	75,218,887	9,176,681	2,895,430	6.23

Gas Tax Notes

Fiscal Year	Pledged Revenues	Debt Service		Coverage
		Principal	Interest	
2013	1,546,274	405,000	13,703	3.69
2014	1,476,335	405,000	12,042	3.54
2015	1,393,296	410,000	9,288	3.32
2016	1,547,856	415,000	5,229	3.68
2017	1,403,313	-	-	-
2018	1,578,469	-	-	-
2019	1,741,423	369,000	30,718	4.36
2020	1,762,613	348,000	51,265	4.41
2021	1,579,418	355,000	44,166	3.96
2022	1,787,817	363,000	36,534	4.47

See independent auditor's report.

City of Las Cruces

Pledged-Revenue Bond/Note Coverage
Last Ten Fiscal Years
June 30, 2022

Utility Revenue Bonds/Notes

Utility Service Charges	Less Operating Expenses	Net Available Revenue	Debt Service		Coverage
			Principal	Interest	
50,029,024	(39,763,811)	10,265,213	4,045,000	2,075,941	1.68
53,720,996	(41,796,543)	11,924,453	4,150,000	1,953,660	1.95
52,530,690	(39,502,461)	13,028,229	4,420,000	1,796,217	2.10
50,270,828	(39,207,284)	11,063,544	4,670,000	2,101,424	1.63
59,888,381	(48,525,008)	11,363,373	4,590,000	2,650,452	1.57
51,108,277	(41,811,074)	9,297,203	5,075,000	2,779,052	1.18
53,906,178	(39,892,966)	14,013,212	5,941,704	3,545,595	1.48
56,774,025	(40,416,204)	16,357,821	6,137,858	3,369,849	1.72
70,282,733	(49,889,852)	20,392,881	5,905,000	4,105,216	2.04
72,701,140	(55,338,467)	17,362,674	6,695,000	3,805,270	1.65

Hold Harmless Gross Receipts Tax Revenue Bonds/Notes

Fiscal Year	Pledged Revenues	Debt Service		Coverage
		Principal	Interest	
2013				
2014				
2015	8,740,534	-	-	-
2016	9,470,898	1,300,000	596,438	4.99
2017	9,683,178	935,000	963,504	5.10
2018	10,134,041	935,000	963,504	5.34
2019	10,206,055	1,540,000	1,043,511	3.95
2020	10,705,433	2,095,000	1,047,334	3.41
2021	11,487,566	2,175,000	979,842	3.64
2022	13,346,418	2,235,000	907,460	4.25

See independent auditor's report.

City of Las Cruces

Pledged-Revenue Bond/Note Coverage
Last Ten Fiscal Years
June 30, 2022

Solid Waste Revenue Notes

Utility Service Charges	Less Operating Expenses	Net Available Revenue	Debt Service		Coverage
			Principal	Interest	
11,735,393	(10,563,465)	1,171,928	456,880	69,828	2.23
11,589,136	(10,680,237)	908,899	468,632	58,065	1.73
11,740,390	(9,977,161)	1,763,229	596,093	56,472	2.70
13,525,241	(10,485,014)	3,040,227	696,463	64,114	4.00
13,169,287	(9,743,474)	3,425,813	707,054	56,185	4.49
13,756,124	(11,888,030)	1,868,094	719,353	43,885	2.45
14,251,987	(12,568,407)	1,683,579	521,704	29,669	3.05
14,915,061	(13,028,883)	1,886,178	382,858	21,761	4.66
16,703,177	(10,262,295)	6,440,882	388,945	15,673	15.92
16,921,528	(15,512,552)	1,408,976	396,258	8,361	3.48

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City of Las Cruces

Pledged-Revenue Bond/Note Coverage
Last Ten Fiscal Years
June 30, 2022

Fire Protection Fund			
Pledged	Debt Service		
Revenues	Principal	Interest	Coverage
418,242	235,498	53,522	1.45
689,916	244,175	44,854	2.39
609,873	256,287	35,754	2.09
725,117	268,682	28,332	2.44
742,698	157,655	19,922	4.18
914,466	162,544	15,634	5.13
785,327	167,879	10,790	4.40
1,157,512	163,724	5,468	6.84
1,301,100	-	-	0.00
1,095,495	-	-	-

Lodger's Tax and Convention Center Fees			
Pledged	Debt Service		
Revenues	Principal	Interest	Coverage
3,169,736	565,000	1,023,144	2.00
3,004,138	580,000	1,009,019	1.89
3,143,164	595,000	991,619	1.98
3,351,562	615,000	973,769	2.11
3,304,443	630,000	956,856	2.08
3,463,997	650,000	937,956	2.18
3,448,238	675,000	915,206	2.17
2,976,084	1,290,000	989,374	1.31
3,284,901	535,000	573,456	2.96
4,590,978	560,000	552,056	4.13

Environmental Gross Receipts Tax Bonds			
Pledged	Debt Service		
Revenues	Principal	Interest	Coverage
1,605,605	751,279	137,985	1.81
1,578,684	813,594	121,142	1.69
1,655,597	534,866	71,740	2.73
1,773,442	521,163	71,717	2.99
1,756,683	207,486	68,255	6.37
1,825,508	208,836	65,814	6.65
1,813,269	215,213	62,897	6.52
1,913,833	216,617	59,447	6.93
1,660,733	218,049	55,464	6.07
2,271,304	224,510	51,030	8.24

Notes:
Details regarding the City's outstanding debt can be found in Note 7 of the financial statements.
Operating expenses do not include interest, depreciation, or amortization expenses.
The 2010 Convention Center bonds are pledged first with the lodger's tax and convention center fees and then by the state shared gross receipts taxes.

See independent auditor's report.

City of Las Cruces

Demographic Data
Last Ten Fiscal Years
(Unaudited)

Fiscal Year	Population	Personal Income (thousands of dollars)	Per Capita Income	Median Age	School Enrollment	Unemployment Rate %
2013	100,557	$2,015,363	20,042	33.2	24,495	6.9%
2014	101,324	$2,145,941	21,179	32.4	24,516	6.6%
2015	101,408	$2,176,216	21,460	31.1	24,191	8.2%
2016	101,643	$2,155,848	21,210	33.6	24,613	7.2%
2017	101,759	$2,252,130	22,132	31.7	24,627	7.5%
2018	101,712	$2,244,784	22,070	32.1	24,999	5.2%
2019	102,926	$2,380,781	23,131	32.6	24,461	6.3%
2020	104,148	$2,408,318	23,124	32.5	24,648	8.2%
2021	103,432	$2,493,021	24,103	32.3	23,601	8.4%
2022	111,385	$2,748,313	24,674	32.5	23,694	5.3%

Sources:

US Cities TAB: LCNM Population
https://worldpopulationreview.com/us-cities/las-cruces-nm-population
https://www.census.gov/quickfacts/fact/table/lascrucescitynewmexico,farmingtoncitynewmexico,silvercitytownnewmexico,carlsbadcitynewmexico,albuquerquecitynewmexico/HSD410219
US Census TAB: LCNM Per Capita Income (Income & Poverty)
https://www.census.gov/quickfacts/fact/table/US,NM,lascrucescitynewmexico/PST045219#
US Cities TAB: Median Age (LC Population by Age)
https://worldpopulationreview.com/us-cities/las-cruces-nm-population
LCPS School Enrollment TAB:
nedmonson@lcps.net: Noland Edmonson -Director of Date and Analytics
U.S Bureau of Labor Statistics TAB
https://www.bls.gov/eag/eag.nm_lascruces_msa.htm#eag_nm_lascruces_msa.f.p

See independent auditor's report.

City of Las Cruces

Principal Employers
Last Ten Fiscal Years
June 30, 2022
(Unaudited)

2022	2021
New Mexico State University	New Mexico State University
White Sands Missile Range	White Sands Missile Range
Las Cruces Public Schools	Las Cruces Public Schools
NASA	NASA
City of Las Cruces	City of Las Cruces
Memorial Medical Center	Memorial Medical Center
Wal-Mart	Wal-Mart
Allied Signal Aerospace	Allied Signal Aerospace
Excel Agent Services	Excel Agent Services

2020	2019
New Mexico State University	New Mexico State University
White Sands Missile Range	White Sands Missile Range
Las Cruces Public Schools	Las Cruces Public Schools
NASA	NASA
City of Las Cruces	City of Las Cruces
Memorial Medical Center	Memorial Medical Center
Wal-Mart	Wal-Mart
Allied Signal Aerospace	Allied Signal Aerospace
Excel Agent Services	Excel Agent Services

Note:

By law, the New Mexico Department of Labor may not release the number of employees.

For futher information, contact Ms. Rachel Moscowitz at the New Mexico Department of Labor at (505) 383-2722.

Source: Las Cruces City Data: Economy
http://www.city-data.com/us-cities/The-West/Las-Cruces-Economy.html

See independent auditor's report.

City of Las Cruces

Principal Employers
Last Ten Fiscal Years
June 30, 2022
(Unaudited)

2018	2017
New Mexico State University	New Mexico State University
White Sands Missile Range	White Sands Missile Range
Las Cruces Public Schools	Las Cruces Public Schools
NASA	NASA
City of Las Cruces	City of Las Cruces
Memorial Medical Center	Memorial Medical Center
Wal-Mart	Wal-Mart
Allied Signal Aerospace	Allied Signal Aerospace
Excel Agent Services	Excel Agent Services
National Aeronautics & Space	

2016	2015
New Mexico State University	New Mexico State University
Las Cruces Public Schools	Las Cruces Public Schools
Peak Behavioral Health Services	City of Las Cruces
Memorial Medical Center	Memorial Medical Center
Wal-Mart	Wal-Mart
Mountain View Regional Medical Center	Mountain View Regional Medical Center
Doña Ana County Administration	Doña Ana County
Doña Ana Branch Community College	Doña Ana Branch Community College
Addus Health Care	Addus Healthcare (formerly Coordinated)
National Aeronautics & Space	National Aeronautics & Space

See independent auditor's report.

City of Las Cruces

Principal Employers
Last Ten Fiscal Years
June 30, 2022
(Unaudited)

2014
New Mexico State University
Las Cruces Public Schools
City of Las Cruces
Memorial Medical Center
Wal-Mart
Mountain View Regional Medical Center
Doña Ana County
Doña Ana Branch Community College
Coordinated Care Corp.
National Aeronautics & Space

2013
New Mexico State University
Las Cruces Public Schools
City of Las Cruces
Memorial Medical Center
Wal-Mart
Mountain View Regional Medical Center
Doña Ana County
Doña Ana Branch Community College
Coordinated Care Corp.
National Aeronautics & Space

See independent auditor's report.

City of Las Cruces

Full-Time Equivalent Employees by Line of Business
Last Ten Fiscal Years
(Unaudited)

Line of Business	2013	2014	2015	2016	2017	2018	2019 *	2020 **	2021 *	2022 *
City Manager's Office										
Administration	-	-	-	-	-	-	9	12	23	23
Council & Community Support	-	-	-	-	-	-	3	8	8	8
Fiscal Management	-	-	-	-	-	-	9	7	8	8
Community Relations	-	-	-	-	-	-	10	5	8	8
Fleet Management	-	-	-	-	-	-	29	34	45	45
Sustainability	-	-	-	-	-	-	2	2	2	2
Other	21	20	23	24	25	56	-	-	-	-
Financial Services										
Administration	-	-	-	-	-	-	3	5	5	5
Accounting and Financial Reporting	-	-	-	-	-	-	15	12	12	12
Processing Procure-to-pay	-	-	-	-	-	-	12	11	15	15
Revenue Management	-	-	-	-	-	-	13	12	13	13
Other	42	38	42	42	46	43	-	-	-	-
Human Resources										
Office of the Director	-	-	-	-	-	-	2	1	2	2
Employee Support	-	-	-	-	-	-	5	5	10	10
Organizational Support	-	-	-	-	-	-	10	7	7	7
Other	15	15	15	13	14	17	-	-	-	-
Legal										
Office of the Director	-	-	-	-	-	-	3	8	9	9
Education	-	-	-	-	-	-	4	2	-	-
Compliance	-	-	-	-	-	-	22	24	22	22
Other	25	25	25	28	36	26	-	-	-	-

See independent auditor's report.

City of Las Cruces

Full-Time Equivalent Employees by Line of Business
Last Ten Fiscal Years
(Unaudited)

Line of Business	2013	2014	2015	2016	2017	2018	2019 *	2020 **	2021 *	2022 *
Police										
Office of the Chief	-	-	-	-	-	-	16	19	40	40
Public Safety	-	-	-	-	-	-	161	131	219	219
Investigations & Intelligence	-	-	-	-	-	-	36	41	38	38
Community Outreach	-	-	-	-	-	-	82	20	17	17
Law Enforcement Academy	-	-	-	-	-	-	24	2	-	-
Internal Affairs	-	-	-	-	-	-	4	4	4	4
Other	266	253	259	250	303	335	-	-	-	-
Fire										
Office of the Chief	-	-	-	-	-	-	7	12	12	12
Community Engagement	-	-	-	-	-	-	8	5	5	5
Support and Education	-	-	-	-	-	-	3	3	3	3
Emergency Response	-	-	-	-	-	-	153	150	160	160
Other	137	135	131	131	150	165	-	-	-	-
Community Development										
Office of the Director	-	-	-	-	-	-	5	5	4	4
Planning & Neighborhood Services	-	-	-	-	-	-	11	7	11	11
One Stop Shop	-	-	-	-	-	-	25	21	28	28
Community Improvement	-	-	-	-	-	-	6	7	7	7
Mesilla Valley Metropolitan Planning Organization	-	-	-	-	-	-	5	4	4	4
Other	55	45	41	43	44	51	-	-	-	-
Economic Development										
Administration	-	-	-	-	-	-	6	6	8	8
Development	-	-	-	-	-	-	30	23	26	26
Land Mgmt. and Real Estate	-	-	-	-	-	-	4	4	4	4
Other	-	-	-	-	-	37	-	-	4	4

See independent auditor's report.

City of Las Cruces

Full-Time Equivalent Employees by Line of Business
Last Ten Fiscal Years
(Unaudited)

Line of Business	2013	2014	2015	2016	2017	2018	2019 *	2020 **	2021 *	2022 *
Quality of Life										
Director's Office	-	-	-	-	-	-	6	9	22	22
RoadRUNNER Transit	-	-	-	-	-	-	73	61	69	69
Senior Programs	-	-	-	-	-	-	46	40	43	43
Library and Museums	-	-	-	-	-	-	68	51	62	62
Other	82	80	86	85	128	199	-	-	-	-
Public Works										
Office of the Director	-	-	-	-	-	-	6	5	12	12
Public Infrastructure	-	-	-	-	-	-	55	55	56	56
Traffic Engineering	-	-	-	-	-	-	22	18	23	23
Maintenance and Operations	-	-	-	-	-	-	84	62	76	76
Other	88	84	89	91	152	161	-	-	-	-
Information Technology										
Office of the Director	-	-	-	-	-	-	2	3	3	3
Information Systems	-	-	-	-	-	-	9	10	11	11
IT Infrastructure Support	-	-	-	-	-	-	16	13	15	15
Information Security	-	-	-	-	-	-	2	-	-	-
Other	27	25	25	23	29	30	-	-	-	-
Parks and Recreation**										
Office of the Director	-	-	-	-	-	-	11	13	12	12
Construction, Maintenance and Beautification	-	-	-	-	-	-	62	51	65	65
Fitness, Recreation and Wellness	-	-	-	-	-	-	66	46	68	68
Community Events	-	-	-	-	-	-	2	-	-	-
Out of School Time and Youth Diversion	-	-	-	-	-	-	30	22	29	29
Other	90	94	124	80	151	177	-	-	-	-

See independent auditor's report.

City of Las Cruces

Full-Time Equivalent Employees by Line of Business
Last Ten Fiscal Years
(Unaudited)

Line of Business	2013	2014	2015	2016	2017	2018	2019 *	2020 **	2021 *	2022 *
Utilities										
Office of the Director	-	-	-	-	-	-	10	10	30	30
Natural Gas Operations & Maintenance	-	-	-	-	-	-	59	44	46	46
Water Operations & Maintenance	-	-	-	-	-	-	58	47	58	58
Wastewater Operations & Maintenance	-	-	-	-	-	-	45	36	32	32
Solid Waste Collections	-	-	-	-	-	-	43	37	34	34
Utilities Environmental	-	-	-	-	-	-	6	4	5	5
Customer Engagement	-	-	-	-	-	-	46	24	21	21
Revenue & Financial Reporting	-	-	-	-	-	-	17	21	7	7
Regulatory Compliance & Training	-	-	-	-	-	-	11	10	6	6
Utilities Support & Project Management	-	-	-	-	-	-	15	17	59	59
Other	260	255	258	268	298	298	-	-	-	-
Other										
Other	131	123	121	130	120	-	-	-	23	23
Total Employees	**1,239**	**1,192**	**1,239**	**1,208**	**1,496**	**1,593**	**1,605**	**1,328**	**1,670**	**1,670**

**Changes due to Line of Business classification versus Function/Program in FY19*

***Changes in data for this schedule in FY20- using actual amounts . Prior years used budgeted numbers from the Budget Book*

***The requirement for statistical data is ten years. GASB 34 was implemented in 2002. Data from 2013 to 2022 is shown.**

See independent auditor's report.

City of Las Cruces

Operating Indicators by Function/Program
Last Ten Fiscal Years
(Unaudited)

	Fiscal Years	
	2013	2014
Function/program		
General Government		
Average number of days from position postings to position hires	74.5	
Operating and maintenance cost per work station	< $3,800	< $3,800
Public Works/Building Services		
Dollar amount of projects managed per employee	3.79M	2.69M
Number of project work orders (over $10,000) requested	40	60
Total number of facilities operated and maintained	112	107
Percent of potholes patched within 24 hours of report	89.2%	100.0%
Parks and Recreation		
Conduct park safety and maintenance inspections	154/qtr	153/qtr
Number of clean up events	371	27
Police		
Number of citations issued	20,014	15,968
Number of codes violations addressed	37,742	38,919
Fire		
Number of building inspections	3,339	2,152
Number of citizens who receive safety education	3,663	5,700
Community Development		
Number of affordable rental and owner occupied housing using CBDG and HOME funds	66	56
Miles of bicycle facility lane installed	1.3	1.4
Number of special events hosted in downtown area	15	35
Number of residential building permits issued	417	343
Amount collected for residential permits	$ 1,672,730	$ 1,680,579
Number of commercial building permits issued	25	38
Amount collected for commercial permits	$ 928,059	$ 680,075

See independent auditor's report.

City of Las Cruces

Operating Indicators by Function/Program
Last Ten Fiscal Years
(Unaudited)

Fiscal Years							
2015	**2016**	**2017**	**2018**	**2019**	**2020***	**2021***	**2022***
	50	51	48	65	71	113.9	80
< $3,800	< $3,800	< $3,600	< $3,600	< $3,200	< $3,200	<$3,900	<$4,000
2.67M	5.90M	4.25M	2.86M	3.39M	.25M	2.0M	
32	29	38	54	30	20	5	
106	104	105	105	105	105	106	107
66.7%	68.0%	76.0%	35.0%	89.2%	84.3%	89.0%	96.0%
154/qtr	154/qtr	159/qtr	159/qtr	634/qrt	404/qrt	382/qrt	986/qrt
25	47	171	237	186	15	10	30
15,968	17,660	17,159	18,549	15,101	13,051	10,396	5,544
32,333	32,749	30,597	26,068	22,668	26,351	11,416	15,201
3,240	3,525	2,400	3,000	2,862	2,609	1,851	2,312
5,739	7,950	11,018	15,475	7,232	6,153	745	5,204
61	62	56	43	41	41	46	50
13.0	0.4	0.0	-	5.70	1.7	1.1	3.4
39	58	61	95	100	72	0	76.00
315	379	480	521	532	648	926	436
$ 1,519,102	$ 1,783,294	$ 2,555,158	$ 2,830,607	$ 2,901,239	$ 3,573,497	$ 4,062,405	$ 231,008
14	26	31	27	29	30	29	57
$ 242,413	$ 737,098	$ 951,694	$ 857,668	$ 651,866	$ 551,027	$ 341,836	$ 205,991

**Due to COVID-19 there was a fluctuation in numbers reported for 2020, 2021 and 2022.*

See independent auditor's report.

City of Las Cruces

Operating Indicators by Function/Program
Last Ten Fiscal Years
(Unaudited)

	Fiscal Years	
	2013	**2014**
Economic Development		
Request for visitor information at Convention & Visitor's Bureau (CVB)	20,602	21,612
Walk-in visitors to CVB office	1,313	1,123
Quality of Life		
Number of congregate meals served to seniors	90,879	87,847
Number of home-delivered meals served to seniors	156,034	176,689
Number of homemaker units	4,584	4,246
Respite Care Units		
Recreation Units		
Museum visitors	158,845	137,779
Museum exhibit openings attendance	23,244	20,320
Museum program participants	29,862	30,331
Total library circulations	554,009	478,675
Total number of library sponsored programs	850	943
Computer sessions at library	73,497	97,897
Fixed Route ridership	759,653	735,238
Cost per trip on fixed route	$ 3.54	$ 3.67
Streets/Traffic		
Percent of potholes patched within 24 hours of report	89.2%	100.0%
Maintain major arterials and intersections through routine striping program	3/yr	3/yr
Utilities		
Meter reading complaints	< 1%	< 1%
Metering operating cost per customer	$ 0.67	$ 0.69
Operating and maintenance cost per dekatherm (Gas)	$ 1.74	$ 1.88
Operating and maintenance cost per 1,000 gallons produced (Water)	$ 1.27	$ 1.24
Operating and maintenance cost per 1,000 gallons treated (Wastewater)	$ 2.09	$ 1.98
Total operating cost per ton collected (Solid Waste)	$ 69.03	$ 71.25

Source: Various City departments

See independent auditor's report.

City of Las Cruces

Operating Indicators by Function/Program
Last Ten Fiscal Years
(Unaudited)

	Fiscal Years							
	2015	**2016**	**2017**	**2018**	**2019**	**2020***	**2021***	**2022***
	6,777	5,426	3,605	5,537	4,882	5,317	4,447	4,760
	727	587	642	492	812	1,097	524	1,298
	87,824	98,479	100,775	100,148	100,905	126,661	181,734	108,164
	189,274	186,829	190,729	203,943	213,769	245,927	297,460	252,233
	4,535	4,547	5,084	4,790	4,948	2,875	-	4,186
						4,182	3,977	4,617
						14,763	2,965	6,059
	112,838	78,952	84,782	99,495	93,525	75,505	28,938	62,675
	6,340	3,286	3,766	3,810	2,262	1,731	-	952
	24,568	18,482	17,537	23,183	35,161	34,205	26,970	13,266
	455,560	431,060	409,838	400,107	396,171	308,316	169,621	295,355
	630	613	525	616	632	689	445	619
	77,733	61,746	50,491	41,266	46,541	41,100	17,133	20,338
	735,862	667,736	539,143	554,586	543,333	505,187	498,509	339,619
$	3.56	$ 3.95	$ 4.88	$ 5.87	$ 6.14	$ 7.07	$ 12.47	$ 12.09
	66.7%	68.0%	76.0%	35.0%	89.2%	89.0%	89.0%	96.0%
	3/yr	2/yr	1/yr	1/yr	1/yr	1/yr	1/yr	1/yr
	< 1%	< 1%	< 1%	< 1%	< 1%	<1%	<1%	<1%
$	0.70	$ 0.70	$ 0.64	$ 0.55	$ 0.54	$ 0.35	$ 0.41	$ 0.39
$	1.78	$ 2.61	$ 2.80	$ 3.69	$ 2.63	$ 2.99	$ 3.04	$ 3.37
$	1.37	$ 1.94	$ 1.64	$ 2.03	$ 1.96	$ 2.15	$ 2.14	$ 2.31
$	2.04	$ 2.94	$ 2.94	$ 3.56	$ 3.16	$ 3.33	$ 3.18	$ 3.45
$	61.20	$ 71.36	$ 73.46	$ 85.71	$ 79.41	$ 108.84	$ 130.68	$ 113.70

**Due to COVID-19 there was a fluctuation in numbers reported for 2020, 2021 and 2022.*

See independent auditor's report.

City of Las Cruces

Capital Assets and Infrastructure Statistics by Function/Program
Last Ten Fiscal Years
(Unaudited)

Function/program	Fiscal Year 2013	2014
Las Cruces area in square miles	77	77
Government facilities and services:		
Miles of streets	576	602
Number of street lights	7,533	7,790
Culture and Recreation:		
Community centers	4	5
Lakes	1	1
Pond	1	2
Parks	85	86
Park acreage	690	720
Sports complex	13	13
Swimming pools	4	4
Shooting range	1	1
Tennis courts	19	19
Pickle Ball courts		
Paths/Trails	4	4
Miles of paths/Trails	14	19
Fire Protection:		
Number of stations	7	7
Police Protection:		
Number of stations	1	1
Sewerage Systems:		
Miles of sanitary sewers (est.)	536	533
Miles of storm sewers (mains)	17	75
Number of treatment plants	3	3
Number of service connections	32,394	32,767
Water System:		
Miles of water mains (est.)	580	600
Number of service connections	31,934	32,209
Transit System:		
Miles of bus routes	133	133
Number of bus stops	345	345
Number of buses	18	18
Number of Dial-a-Ride vehicles	21	21

Source: Various City of Las Cruces departments
Note: Some data figures are based on estimated, projected, or preliminary information.
(1) prior to 2020, amounts were based on estimates
(2) data now per current GIS database
(3) data now provided by Parks & Recreation Department

See independent auditor's report.

City of Las Cruces

Capital Assets and Infrastructure Statistics by Function/Program
Last Ten Fiscal Years
(Unaudited)

Fiscal Year							
2015	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**
77	77	77	77	77	77	77	77
496	483	483	519	519	493 (1)	503	509
7,914	7,959	7,463	7,490	7,489	7,610	7,658	7,793
5	6	6	6	6	6	6	6
1	1	1	1	1	1	1	1
2	2	2	2	2	2	1	1
92	92	93	94	98	113 (2)	115	116
850	970	972	973	974	1,544 (2)	1,510	1,513
13	16	16	16	16	16	16	16
4	4	4	4	4	4	4	4
1	1	1	1	1	1	1	1
19	18	18	18	18	18	16	16
						8	8
4	11	11	17	17	46 (3)	46	49
21	23	23	30	30	38	38	41
7	7	8	8	8	8	8	8
1	1	2	2	2	2	2	2
550	550	550	550	550	524	535	540
75	75	85	86	89	90	91	91
3	3	3	3	3	3	3	3
33,098	33,518	34,048	34,525	35,083	35,726	36,535	37,375
600	600	704	720	720	721	727	732
32,380	32,653	35,099	36,854	37,182	37,560	38,114	38,571
133	133	115	158	160	160	148	160
343	290	260	260	302	311	312	314
19	19	19	19	20	20	20	20
20	20	20	20	21	21	21	21

See independent auditor's report.

City of Las Cruces

Sales Tax Revenue Payers by Industry
Last Ten Fiscal Years
June 30, 2022
(Unaudited)

Fiscal Year 2022

Industry	Number of Filers	Percentage of Total	Tax Liability	Percentage of Total	Tax Rate
Retail Trade	25,733	39.69%	$ 103,054,487	36.07%	8.3125%
Construction	6,603	10.18%	$ 30,512,775	10.68%	8.3125%
Other Services (except Public Admin)	1,881	2.90%	$ 21,046,993	7.37%	8.3125%
Health Care and Social Assistance	4,110	6.34%	$ 46,578,887	16.30%	8.3125%
Accommodation and Food Services	3,251	5.01%	$ 31,937,281	11.18%	8.3125%
Professional, Scientific and Technical Svcs	8,403	12.96%	$ 19,682,341	6.89%	8.3125%
Wholesale Trade	614	0.95%	$ 329,378	0.12%	8.3125%
Unclassified Establishments	2,171	3.35%	$ 3,469,942	1.21%	8.3125%
Utilities	151	0.23%	$ 6,968,693	2.44%	8.3125%
Information and Cultural Industries	4,306	6.64%	$ 9,270,257	3.24%	8.3125%
Real Estate and Rental and Leasing	3,608	5.56%	$ 6,396,202	2.24%	8.3125%
Administrative, Support, Waste Mgmt, and Remediation Svcs	4,009	6.18%	$ 6,475,738	2.27%	8.3125%
Total	64,840	100.00%	$ 285,722,974	100.00%	

Fiscal Year 2021

Industry	Number of Filers	Percentage of Total	Tax Liability	Percentage of Total	Tax Rate
Retail Trade	12,245	20.03%	$ 91,453,816	35.91%	8.3125%
Construction	7,077	11.57%	$ 28,083,766	11.03%	8.3125%
Other Services (except Public Admin)	10,460	17.11%	$ 19,240,476	7.56%	8.3125%
Health Care and Social Assistance	5,929	9.70%	$ 42,183,492	16.57%	8.3125%
Accommodation and Food Services	3,345	5.47%	$ 24,060,830	9.45%	8.3125%
Professional, Scientific and Technical Svcs	7,361	12.04%	$ 17,184,801	6.75%	8.3125%
Wholesale Trade	4,038	6.60%	$ 5,191,045	2.04%	8.3125%
Unclassified Establishments	1,031	1.69%	$ 885,818	0.35%	8.3125%
Utilities	234	0.38%	$ 7,869,082	3.09%	8.3125%
Information and Cultural Industries	2,675	4.38%	$ 7,045,972	2.77%	8.3125%
Real Estate and Rental and Leasing	3,338	5.46%	$ 5,929,984	2.33%	8.3125%
Administrative, Support, Waste Mgmt, and Remediation Svcs	3,409	5.58%	$ 5,517,880	2.17%	8.3125%
Total	61,142	100.00%	$ 254,646,962	100.00%	

See independent auditor's report.

City of Las Cruces

Sales Tax Revenue Payers by Industry
Last Ten Fiscal Years
June 30, 2022
(Unaudited)

Fiscal Year 2020

Number of Filers	Percentage of Total	Tax Liability	Percentage of Total	Tax Rate
10,922	19.38%	$ 76,689,426	32.99%	8.3125%
6,661	11.82%	$ 29,844,180	12.84%	8.3125%
8,706	15.45%	$ 14,650,811	6.30%	8.3125%
6,572	11.66%	$ 41,722,121	17.95%	8.3125%
3,289	5.84%	$ 24,015,156	10.33%	8.3125%
6,510	11.55%	$ 14,070,577	6.05%	8.3125%
3,544	6.29%	$ 4,096,757	1.76%	8.3125%
1,134	2.01%	$ 824,868	0.35%	8.3125%
140	0.25%	$ 6,221,023	2.68%	8.3125%
2,386	4.23%	$ 12,077,507	5.20%	8.3125%
3,090	5.48%	$ 4,364,661	1.88%	8.3125%
3,408	6.05%	$ 3,882,493	1.67%	8.3125%
56,362	100.00%	$ 232,459,581	100.00%	

Fiscal Year 2019

Number of Filers	Percentage of Total	Tax Liability	Percentage of Total	Tax Rate
9,874	18.32%	$ 73,858,429	33.43%	8.3125%
6,656	12.35%	$ 21,537,408	9.75%	8.3125%
7,839	14.55%	$ 12,998,185	5.88%	8.3125%
6,129	11.37%	$ 39,080,104	17.69%	8.3125%
3,279	6.08%	$ 24,733,941	11.20%	8.3125%
6,387	11.85%	$ 17,826,055	8.07%	8.3125%
2,994	5.56%	$ 3,885,531	1.76%	8.3125%
2,488	4.62%	$ 1,672,228	0.76%	8.3125%
148	0.27%	$ 6,272,037	2.84%	8.3125%
1,851	3.43%	$ 11,988,795	5.43%	8.3125%
3,034	5.63%	$ 3,367,134	1.52%	8.3125%
3,214	5.96%	$ 3,691,612	1.67%	8.3125%
53,893	100.00%	$ 220,911,458	100.00%	

See independent auditor's report.

City of Las Cruces

Sales Tax Revenue Payers by Industry
Last Ten Fiscal Years
June 30, 2022
(Unaudited)

Fiscal Year 2018

Industry	Number of Filers	Percentage of Total	Tax Liability	Percentage of Total	Tax Rate
Retail Trade	7,138	10.72%	$ 51,496,611	19.24%	8.3125%
Construction	5,653	8.49%	$ 17,427,598	6.51%	8.3125%
Other Services (except Public Admin)	7,262	10.90%	$ 11,360,340	4.24%	8.3125%
Health Care and Social Assistance	4,564	6.85%	$ 26,942,690	10.07%	8.3125%
Accommodation and Food Services	5,534	8.31%	$ 21,702,512	8.11%	8.3125%
Professional, Scientific and Technical Svcs	4,374	6.57%	$ 10,912,644	4.08%	8.3125%
Wholesale Trade	5,650	8.48%	$ 25,462,566	9.51%	8.3125%
Unclassified Establishments	18,621	27.96%	$ 74,345,424	27.78%	8.3125%
Utilities	2,174	3.26%	$ 11,763,610	4.40%	8.3125%
Information and Cultural Industries	1,482	2.23%	$ 8,956,630	3.35%	8.3125%
Real Estate and Rental and Leasing	4,142	6.22%	$ 7,271,327	2.72%	8.3125%
Total	66,594	100.00%	$267,641,952	100.00%	

Fiscal Year 2017

Industry	Number of Filers	Percentage of Total	Tax Liability	Percentage of Total	Tax Rate
Retail Trade	10,047	19.27%	$ 71,172,263	34.01%	8.3125%
Construction	7,121	13.66%	$ 25,155,891	12.02%	8.3125%
Other Services (except Public Admin)	10,746	20.61%	$ 15,567,684	7.44%	8.3125%
Health Care and Social Assistance	6,157	11.81%	$ 34,124,180	16.30%	8.3125%
Accommodation and Food Services	3,442	6.60%	$ 23,038,391	11.01%	8.3125%
Professional, Scientific and Technical Svcs	6,217	11.92%	$ 13,043,433	6.23%	8.3125%
Wholesale Trade	2,759	5.29%	$ 3,833,924	1.83%	8.3125%
Unclassified Establishments	976	1.87%	$ 852,162	0.41%	8.3125%
Utilities	105	0.20%	$ 7,029,139	3.36%	8.3125%
Information and Cultural Industries	1,657	3.18%	$ 12,054,208	5.76%	8.3125%
Real Estate and Rental and Leasing	2,915	5.59%	$ 3,415,655	1.63%	8.3125%
Total	52,142	100.00%	$209,286,928	100.00%	

See independent auditor's report.

City of Las Cruces

Sales Tax Revenue Payers by Industry
Last Ten Fiscal Years
June 30, 2022
(Unaudited)

Fiscal Year 2016

Number of Filers	Percentage of Total	Tax Liability	Percentage of Total	Tax Rate
9,926	18.71%	$ 68,891,198	35.01%	8.3125%
7,033	13.26%	$ 22,175,727	11.27%	8.3125%
11,136	20.99%	$ 16,939,856	8.61%	8.3125%
6,114	11.52%	$ 25,132,273	12.77%	8.3125%
3,420	6.45%	$ 22,297,561	11.33%	8.3125%
6,302	11.88%	$ 13,652,053	6.94%	8.3125%
2,587	4.88%	$ 4,371,959	2.22%	8.3125%
2,056	3.88%	$ 1,805,892	0.92%	8.3125%
100	0.19%	$ 6,887,564	3.50%	8.3125%
1,477	2.78%	$ 11,442,374	5.81%	8.3125%
2,900	5.47%	$ 3,197,201	1.62%	8.3125%
53,051	100.00%	$196,793,660	100.00%	

Fiscal Year 2015

Number of Filers	Percentage of Total	Tax Liability	Percentage of Total	Tax Rate
10,391	19.88%	$ 59,497,466	34.44%	7.9375%
6,603	12.63%	$ 16,725,866	9.68%	7.9375%
11,172	21.37%	$ 14,886,142	8.62%	7.9375%
5,936	11.36%	$ 28,587,166	16.55%	7.9375%
3,355	6.42%	$ 18,940,642	10.96%	7.9375%
6,509	12.45%	$ 11,505,973	6.66%	7.9375%
2,642	5.05%	$ 3,287,094	1.90%	7.9375%
1,191	2.28%	$ 1,028,970	0.60%	7.9375%
108	0.21%	$ 5,432,062	3.14%	7.9375%
1,508	2.88%	$ 10,304,240	5.96%	7.9375%
2,860	5.47%	$ 2,581,122	1.49%	7.9375%
52,275	100.00%	$172,776,743	100.00%	

See independent auditor's report.

City of Las Cruces

Sales Tax Revenue Payers by Industry
Last Ten Fiscal Years
June 30, 2022
(Unaudited)

Fiscal Year 2014

Industry	Number of Filers	Percentage of Total	Tax Liability	Percentage of Total	Tax Rate
Retail Trade	10,233	21.06%	$ 59,620,284	34.25%	7.5625%
Construction	6,091	12.54%	$ 13,971,810	8.03%	7.5625%
Other Services (except Public Admin)	10,842	22.32%	$ 14,641,995	8.41%	7.5625%
Health Care and Social Assistance	5,401	11.12%	$ 24,712,320	14.19%	7.5625%
Accommodation and Food Services	3,198	6.58%	$ 18,185,183	10.45%	7.5625%
Professional, Scientific and Technical Svcs	5,889	12.12%	$ 11,317,346	6.50%	7.5625%
Wholesale Trade	2,299	4.73%	$ 16,428,383	9.44%	7.5625%
Unclassified Establishments	630	1.30%	$ 783,553	0.45%	7.5625%
Utilities	40	0.08%	$ 1,468,008	0.84%	7.5625%
Information and Cultural Industries	1,349	2.78%	$ 10,090,255	5.80%	7.5625%
Real Estate and Rental and Leasing	2,607	5.37%	$ 2,876,308	1.65%	7.5625%
Total	48,579	100.00%	$174,095,445	100.00%	

Fiscal Year 2013

Industry	Number of Filers	Percentage of Total	Tax Liability	Percentage of Total	Tax Rate
Retail Trade	9,837	20.07%	$ 57,993,164	34.70%	7.5625%
Construction	6,298	12.85%	$ 18,623,882	11.14%	7.5625%
Other Services (except Public Admin)	11,273	23.00%	$ 15,198,000	9.09%	7.5625%
Health Care and Social Assistance	5,622	11.47%	$ 24,356,642	14.57%	7.5625%
Accommodation and Food Services	3,119	6.36%	$ 17,484,295	10.46%	7.5625%
Professional, Scientific and Technical Svcs	6,098	12.44%	$ 10,836,410	6.48%	7.5625%
Wholesale Trade	2,377	4.85%	$ 3,526,849	2.11%	7.5625%
Unclassified Establishments	409	0.83%	$ 380,595	0.23%	7.5625%
Utilities	105	0.21%	$ 6,332,123	3.79%	7.5625%
Information and Cultural Industries	1,335	2.72%	$ 9,844,183	5.89%	7.5625%
Real Estate and Rental and Leasing	2,539	5.18%	$ 2,570,936	1.54%	7.5625%
Total	49,012	100.00%	$167,147,079	100.00%	

See independent auditor's report.

Single Audit Section

CITY OF LAS CRUCES, NEW MEXICO

PATTILLO, BROWN & HILL, L.L.P.
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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To Brian S. Colón, Esq.
New Mexico State Auditor

To the City Council
City of Las Cruces
Las Cruces, New Mexico

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, the aggregate remaining fund information, and the budgetary comparisons of the general fund and major special revenue funds of the City of Las Cruces, New Mexico ("City") as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated November 17, 2022.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material

weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards,* and which are described in the accompanying schedule of findings and questioned costs as item *2022-001 and 2022-002*.

The City of Las Cruces Response to Findings

The City's response to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, LLP

Pattillo, Brown & Hill, LLP
Albuquerque New Mexico
November 17, 2022

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE

To Brian S. Colón, Esq.
New Mexico State Auditor

To the City Council
City of Las Cruces
Las Cruces, New Mexico

Report on Compliance for Each Major Federal Program

We have audited the City of Las Cruces' ("City") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2022. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City ’s federal programs.

Auditor’s Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City’s compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City’s compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City’s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of City’s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City’s internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control*

over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Pattillo, Brown, & Hill, L.L.P.
Albuquerque, New Mexico
November 17, 2022

City of Las Cruces

Schedule of Expenditures of State Awards
For The Period Ended June 30, 2022

Grantor/Program Title	State Number
New Mexico Aging & Long Term Services Dept.	
Title IIIC1-IIIC2-IIIB-IIIE	2021-22-64014
Total NM Aging & Long Term Services	
NM Economic Development Department (NMEDD)	
LEDA-SAPUTO CHEESE	
Total NM Economic Development Department	
NM State Department of Transportation	
Unified Planning Work Program	P121040
MPO Section 5303	M01622
FY2019 NMDOT Short Range Transit Plan	MO1649
FY21 Airfield Maintenance & Consumables	LRU-21-01
Airport Taxi Lanes	20-E2829 / C1202829
Airport Master Plan	LRU-21-02
FY21 Local Government Road Fund - Telshor ADA Improvements Phase V	HW2 L100456
2020 Airport Runway 12/30 Extension	20-E2830 / C1202830
2020 East Mesa Roads & Drainage	20-E2821 / C1202821
2021 East Mesa Roads & Drainage	21-F3004 / C1213004
2021 East Madrid Avenue Extension	21-F3003 / C1212003
Picacho Hawk	D18962 / HW2L100518
Airport Runway 8/26 Extension Design - Data Gathering	LRU-22-02
Airport Runway 8/26 Extension Historical Properties Mitigation	LRU-22-01
Total NM State Dept of Transportation	

City of Las Cruces

Schedule of Expenditures of State Awards
For The Period Ended June 30, 2022

Program Period	Program or Award Amount	Life- to- Date Expenditures	FY22 Current Expenditures as of 06/30/22
07/01/2021 - 06/30/2022	522,680	522,680	522,680
	522,680	**522,680**	**522,680**
04/05/2021 - 12/31/2026	2,500,000	2,000,000	2,000,000
	2,500,000	**2,000,000**	**2,000,000**
10/01/2020 - 09/30/2022	316,043	52,839	52,839
10/01/2020 - 09/30/2021	83,374	13,436	13,436
09/16/2019 - 12/03/2021	80,000	80,000	37,312
09/03/2020 - 09/03/2022	20,000	20,000	9,944
11/20/2020 - 06/30/2024	300,000	179,880	161,418
01/30/2021 - 01/30/2023	270,000	183,001	183,001
12/02/2020 - 12/31/2021	61,989	61,989	61,989
02/19/2021 - 06/30/2024	450,000	119,628	119,628
04/19/2021 - 06/30/2024	720,000	2,684	2,684
10/04/2021 - 06/30/2025	414,000	11,485	11,485
10/04/2021 - 06/30/2025	400,000	34,570	34,570
09/28/2021 - 06/30/2023	190,000	9,350	9,350
01/03/2022 - 01/03/2024	50,000	50,000	50,000
01/04/2022 - 01/04-2024	128,200	64,083	64,083
	3,483,606	**882,945**	**811,740**

City of Las Cruces

Schedule of Expenditures of State Awards
For The Period Ended June 30, 2022

Grantor/Program Title	State Number
Children, Youth and Families Department	
FY22 Juvenile Citation Program	21-690-3200-20815-1
Total Children, Youth and Families Department	
NM Tourism Department	
FY22 Keep Las Cruces Beautiful	22-418-6002-00055-00
Visit Las Cruces-CONV CENTER	NMDT
Visit Las Cruces- COOP Advertising	22-418-3002-18
Total New Mexico Tourism Department	
NM State Library	
FY18 Library GO Bond	GOB A18C5074
FY22 State Library Grants	NMAP0001051207-2181-81
Total New Mexico State Library	
New Mexico Public Regulation Commission	
FY22 NM Fire Protection Grant	
Total New Mexico Public Regulation Commission	
NM Environment Department	
2019 Septic System Improvements	19-D2457-GF
Volkswagen EV Chargers	NM-VW-20-05
Total New Mexico Environment Department	

City of Las Cruces

Schedule of Expenditures of State Awards
For The Period Ended June 30, 2022

Program Period	Program or Award Amount	Life- to- Date Expenditures	FY22 Current Expenditures as of 06/30/22
07/01/2021 - 06/30/2022	308,779	263,314	263,314
	308,779	**263,314**	**263,314**
07/01/2021 - 06/30/2022	23,816	23,478	23,478
07/01/2021 - 06/30/2022	250,000	246,250	246,250
07/01/2021 - 06/30/2022	105,000	64,462	64,462
	378,816	**334,190**	**334,190**
11/09/2019 - 06/30/2022	300,497	300,497	287,116
07/01/2021 - 06/30/2022	19,426	19,426	19,426
	319,923	**319,923**	**306,542**
07/01/2021 - 06/30/2022	1,770,901	1,103,788	1,103,788
	1,770,901	**1,103,788**	**1,103,788**
08/20/2019 - 06/30/2023	1,006,370	344,324	344,324
05/21/2020 - 09/30/2022	150,000	150,000	38,452
	1,156,370	**494,324**	**382,776**

City of Las Cruces

Schedule of Expenditures of State Awards
For The Period Ended June 30, 2022

Grantor/Program Title	State Number
New Mexico Department of Finance and Administration	
Law Enforcement Protection Fund	LEPF
Emergency Medical Services Fund	EMS
2018 Branigan Cultural Center Improvements	18-C2492
Parks Security and Lighting	19-D3003
2019 Parking Garage Design-Build	19-D3004
2019 Branigan Cultural Center Improvements	19-D2995
2020 Airport Improvements	19-D3002
2019 Amador Hotel Improvements	19-D2992
Arts & Cultural District Improvements	19-D2993
2019 MVCoH St. Luke's Dental Facility	19-D2997
2019 MVCoH Casa de Peregrinos Facility	19-D2999
Transit Facility Construction	20-E2556
2020 MVCOH Casa de Peregrinos	20-E2553
2020 MVCOH Solar Building 1	20-E2552
2020 Amador Hotel Renovations	20-E2549
2020 Police Building Renovations	20-E2558
2020 Pioneer Park Improvements	20-E2557
2020 Police P-25 Equipment	20-E2560
2020 Police Smart Technology Equipment	20-E2561
2020 Fire Equipment	20-E2555
2020 Arts and Cultural District Improvments	20-E2551
2019 La Clinica Building	19-D2994
2021 Airport Terminal Improvements	21-F2712
2021 P-25 Improvements	21-F2739
Total Department of Finance and Administration	
Total State Assistance	

City of Las Cruces

Schedule of Expenditures of State Awards
For The Period Ended June 30, 2022

Program Period	Program or Award Amount	Life- to- Date Expenditures	FY22 Current Expenditures as of 06/30/22
07/01/2021 - 06/30/2022	145,411	145,411	145,411
07/01/2021 - 06/30/2022	14,453	14,453	14,453
08/24/2018 - 06/30/2022	149,500	149,500	812
06/11/2019 - 06/30/2023	350,000	298,306	54,006
06/11/2019 - 06/30/2023	1,980,000	308,037	103,420
06/11/2019 - 06/30/2023	247,500	202,234	202,234
07/08/2019 - 06/30/2023	1,089,000	961,039	279,300
12/03/2019 - 06/30/2023	247,500	224,175	211,686
12/31/2019 - 06/30/2023	1,000,000	203,286	30,815
01/29/2020 - 06/30/2023	440,550	107,524	79,796
01/29/2020 - 06/30/2023	622,710	457,493	269,053
08/19/2020 - 06/30/2024	115,000	23,277	23,277
01/14/2021 - 06/30/2024	1,388,970	737,565	737,565
01/14/2021 - 06/30/2024	200,000	200,000	200,000
01/14/2021 - 06/30/2024	222,750	222,750	101,651
01/14/2021 - 06/30/2024	50,000	49,938	48,108
01/14/2021 - 06/30/2024	198,000	22,331	18,655
01/14/2021 - 06/30/2024	25,000	25,000	25,000
01/14/2021 - 06/30/2022	100,000	100,000	100,000
01/14/2021 - 06/30/2024	237,600	234,871	83,439
01/14/2021 - 06/30/2024	946,440	43,759	43,759
03/05/2021 - 06/30/2023	943,809	21,460	21,460
10/01/2021 - 06/30/2025	400,000	114,594	114,594
08/27/2021 - 06/30/2025	464,000	94,000	94,000
	11,578,193	**4,961,002**	**3,002,494**
	$ 22,019,268	**$ 10,882,165**	**$ 8,727,522**

City of Las Cruces

Schedule of Expenditures of Federal Awards
For The Period Ended June 30, 2022

Federal Grantor/Pass-Through Grantor/ Program Title	Federal Assistance Listing Number	Grant no./ Pass-Through Identifying no.
U.S. Department of Housing and Urban Development		
CDBG- Entitlement Cluster Grant		
Community Development Block Grant		
B-18-MC-35-0002	14.218	B-18-MC-35-0002
B-19-MC-35-0002	14.218	B-19-MC-35-0002
B-20-MC-35-0002	14.218	B-20-MC-35-0002
B-20-MW-35-0002	14.218	B-20-MW-35-0002
B-21-MC-35-0002	14.218	B-21-MC-35-0002
Total CDBG- Entitlement Cluster Grant		
Home Program Grant		
M-19-MC-35-0222	14.239	M-19-MC-35-0222
M-20-MC-35-0222	14.239	M-20-MC-35-0222
M-21-MC-35-0222	14.239	M-21-MC-35-0222
Total Home Program Grant		
Total U.S. Department of Housing and Urban Development		
U.S. Department of Justice		
Victim Assistance Unit	16.575	2021-VA-924
Victim Assistance Unit	16.575	2022-VA-124
US MARSHALS-JLEO	16.738	M-22-D51-O-0001116
LEAD	16.738	2019-AR-BX-K078
CESF FY20	16.034	20-CESF-LASCR-SFY20
BYRNE COVID	16.034	2020-VD-BX-1168
FFY19 BRYNE-JAG POLICE	16.738	107000275
BYRNE JAG FY21	16.738	5PBJA-21-GG-01701-JAG
FY21 COPS CHRPS	16.710	5JCOPS-21-GG-02464-SPI
Total U.S. Department of Justice		
Office of National Drug Control Policy		
HIDTA-Metro	95.001	G20SN0006A
HIDTA-Metro	95.001	G21SN0006A
Total Office of National Drug Control Policy		

City of Las Cruces

Schedule of Expenditures of Federal Awards
For The Period Ended June 30, 2022

Program Period	Program or Award Amount	Life- to- Date Expenditures	FY22 Current Expenditures as of 06/30/22
07/2018 to Comp	869,294	439,292	15,686
07/2019 to Comp	908,220	891,084	658,210
07/2020 to Comp	952,696	152,180	149,888
07/2020 to Comp	1,102,767	120,395	120,395
07/2021 to Comp	1,240,641	391,292	390,742
	5,073,618	1,994,243	1,334,921
07/2019 to Comp	412,433	292,498	214,977
07/01/2020 - 09/01/2028	463,447	155,703	21,400
07/01/2020 - 09/01/2028	491,071	159,118	159,118
	1,366,951	607,319	395,495
	6,440,569	**2,601,562**	**1,730,416**
10/01/2020 - 09/30/2021	89,149	80,044	30,876
10/01/2021 - 09/30/2022	89,149	68,583	68,583
10/01/2021 - 09/30/2022	10,000	7,766	7,766
10/01/2019 - 09/30/2022	76,750	69,728	19,275
01/20/2020 - 01/20/2022	151,480	96,181	18,896
01/20/2020 - 01/31/2022	59,622	59,622	1,226
07/01/2021 - 06/30/2022	15,000	15,000	15,000
10/01/2020 - 09/30/2024	42,952	42,875	42,875
09/01/2021 - 08/31/2023	188,500	79,192	79,192
	722,602	**518,992**	**283,689**
01/01/2020 - 12/31/2021	1,242,101	1,242,101	210,263
01/01/2021 - 12/31/2022	1,260,212	1,105,237	1,105,237
	2,502,313	**2,347,338**	**1,315,500**

City of Las Cruces

Schedule of Expenditures of Federal Awards
For The Period Ended June 30, 2022

Federal Grantor/Pass-Through Grantor/ Program Title	Federal Assistance Listing Number	Grant no./ Pass-Through Identifying no.
U.S. Department of Transportation		
Federal Aviation Administration		
Airport Runway 8/26 Extension Planning	20.106	3-35-0024-034-2020
Airport CRRSA Funding	20.106	3-35-0024-036-2021
Airport Rescue Grant ARPA	20.106	3-35-0024-038-2022
Total Federal Aviation Administration		
Federal Transportation Administration		
Federal Transit Cluster		
Electric Bus Project #2 - Section 5307 and 5339 Low-No Funding	20.526	NM-2019-005-00
FFY2018 Bu & Bus Facilities M&O Facility	20.526	NM-2020-036-00
FY-2019 Section 5307 Operating Assistance and Miscellaneous Capital	20.507	NM-2019-037-00
RoadRUNNER FY20 Transit 5307 CARES ACT Operating Project	20.507	NM-2020-008-00
ARP Section FFY2021 5307 funding for CLC NM Transit Operating Assis	20.507	NM-2022-008-00
Total Federal Transit Cluster		
Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research		
FFY22 MPO FTA 5303 FUNDING	20.505	MO1622
MV MPO FFY22 FHWA	20.505	D16021
Total Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research		
Total Federal Transportation Administration		
Federal Highway Administration		
Pass through New Mexico State Department of Transportation		
Highway Planning and Construction Cluster		
FFY20 RTP - University Loop	20.205	LC00410
FFY21 RTP - Parks and Trails Wayfinding	20.205	LC00480
TAP - Walnut-Madrid	20.205	LC00400
Total Highway Planning and Construction Cluster		

City of Las Cruces

Schedule of Expenditures of Federal Awards
For The Period Ended June 30, 2022

Program Period	Program or Award Amount	Life- to- Date Expenditures	FY22 Current Expenditures as of 06/30/22
05/20/2020 - 05/19/2024	192,994	183,332	96,485
04/26/2021 - 04/25/2025	23,000	23,000	23,000
01/03/2022 - 01/02/2026	59,000	45,168	45,168
	274,994	251,500	164,653
03/13/2019 - 09/01/2022	1,450,000	177,600	38,400
09/18/2020 - 06/30/2023	11,000,000	40,069	40,069
09/16/2019 - 04/01/2022	2,073,006	2,038,592	1,837,668
01/20/2020 - 03/31/2022	6,026,321	6,026,321	52,895
02/24/2022 - 12/30/2022	166,443	166,443	166,443
	20,715,770	8,449,025	2,135,475
10/01/2021 - 09/30/2022	79,159	41,311	41,311
10/01/2021 - 09/30/2022	258,430	153,958	153,958
	337,589	195,269	195,269
	21,053,359	8,644,294	2,330,744
01/09/2020 - 06/24/2022	92,617	45,720	45,675
07/13/2021 - 09/30/2022	183,696	21	21
9/28/2021 - 06/10/2023	1,093,660	38	38
	1,369,973	45,779	45,734

City of Las Cruces

Schedule of Expenditures of Federal Awards
For The Period Ended June 30, 2022

Federal Grantor/Pass-Through Grantor/ Program Title	Federal Assistance Listing Number	Grant no./ Pass-Through Identifying no.
ENDWI - Traffic Safety Bureau 2021	20.608	01-AL-64-049
STEP - Traffic Safety Bureau 2021	20.608	01-PT-RF-049
ENDWI - Traffic Safety Bureau 2021	20.608	02-AL-64-049
BKLUP - Traffic Safety Bureau 2021	20.608	02-OP-RF-049
STEP - Traffic Safety Bureau 2021	20.608	02-PT-RF-049
Total Pass Through New Mexico State Department of Transportation		
Total U.S. Department of Transportation		
U.S. Department of Health and Human Services		
Aging Cluster		
Congregate Meals Contributions FY22 - Title IIIC1	93.045	2021-22-64014
Home Delivered Meals & Supplemental FY22 - Title III - Part C2	93.045	2021-22-64014
FY22 NSIP - Senior Programs	93.053	2021-22-64014
Homemaker Services FY22 - Title III - Part B	93.044	2021-22-64014
FY22 NMAAA VAC5	93.044	2021-22-64014
ARP Title III-B-Fed Sub Award NMAAA	93.044	2021-22-64014
Total Aging Cluster		
III HDC3-Nutrition Services-FED Sub Award NMAAA	93.046	2019-20-64014
III FCC3-Family Caregiver Support Programs-Fed Seb Award NMAAA	93.046	2019-20-64014
III SSC3-Supportive Services-FED SUB AWARD NMAAA	93.046	2019-20-64014
Caregiver Services FY20 - Title III - Part E	93.052	2021-22-64014
FFY19 FIRE CARA OPIOID PREVENTION	93.788	BG50-FR-CARA
Total U.S. Department of Health and Human Services		
U.S. Dept. of Homeland Security		
Homeland Security-ICE	21.016	MOU
FEMA - Fire Parmedic Grant	97.044	EMW-2020-FG-14597
FEMA - Fire Prevention & Safety	97.044	EMW-2020-FP-00356
FEMA - SAFER	97.083	EMW-2017-FH-00267
Total U.S. Department of Homeland Security		

City of Las Cruces

Schedule of Expenditures of Federal Awards
For The Period Ended June 30, 2022

Program Period	Program or Award Amount	Life- to- Date Expenditures	FY22 Current Expenditures as of 06/30/22
10/22/2020 - 09/30/2021	75,338	29,651	1,314
10/22/2020 - 09/30/2021	40,984	20,755	1,279
10/22/2021 - 09/30/2022	75,338	1,520	1,520
10/22/2021 - 09/30/2022	11,719	335	335
10/22/2021 - 09/30/2022	40,984	6,124	6,124
	1,614,336	104,164	56,306
	22,942,689	**8,999,958**	**2,551,703**
07/01/2021 - 06/30/2022	112,725	112,725	112,725
07/01/2021 - 06/30/2022	48,545	48,545	48,545
07/01/2021 - 06/30/2022	238,706	238,706	238,706
07/01/2021 - 06/30/2022	36,478	36,478	36,478
07/01/2021 - 06/30/2022	5,446	5,446	5,446
07/01/2021 - 06/30/2022	53,538	2,426	2,426
	495,438	444,326	444,326
05/01/2020 - 09/30/2021	76,736	76,736	68,926
05/01/2020 - 09/30/2021	18,950	18,950	18,950
05/01/2020 - 09/30/2021	37,805	37,805	37,805
07/01/2021 - 06/30/2022	78,009	78,009	78,009
12/01/2019 - 09/30/2023	530,000	206,323	128,036
	1,236,938	**862,149**	**776,052**
06/11/2010 to comp	300,000	172,301	31,603
06/04/2021 - 06/03/2023	393,186	240,710	240,710
08/23/2021 - 08/22/2022	46,076	24,958	24,958
02/18/2019 - 02/17/2022	1,162,664	988,080	140,223
	1,901,927	**1,426,049**	**437,494**

City of Las Cruces

Schedule of Expenditures of Federal Awards
For The Period Ended June 30, 2022

Federal Grantor/Pass-Through Grantor/ Program Title	Federal Assistance Listing Number	Grant no./ Pass-Through Identifying no.
Institute of Museum and Libraries (IMLS)		
Pass through New Mexico State Library		
American Rescue Plan Act (ARPA) Grant to Public Libraries	45.31	NMSL-ARPA
Total Institute of Museum and Libraries		
U.S. Department of Commerce		
EDA - Airport & WMIP Feasibility Study	11.307	08-69-05244: URI111961
Total U.S. Department of Commerce		
U.S. Department of the Interior		
Bureau of Reclamation		
BOR Smart Irrigation	15.507	R18AP00258
Utilities NO-DES Vehicle	15.514	R19AP00105
Total U.S. Department of the Interior		
U.S. Department of the Treasury		
American Rescue Plan Act (ARPA) Coronavirus State & Local Fiscal Recovery Funds	21.027	SLT-2128
Total U.S. Department of Treasury		
Total Federal Awards		

City of Las Cruces

Schedule of Expenditures of Federal Awards
For The Period Ended June 30, 2022

Program Period	Program or Award Amount	Life- to- Date Expenditures	FY22 Current Expenditures as of 06/30/22
02/23/2022 - 09/30/2022	35,656	35,656	35,656
	35,656	**35,656**	**35,656**
09/07/2018 - 08/22/2021	250,000	250,000	25,905
	250,000	**250,000**	**25,905**
09/20/2019 - 09/30/2022	73,920	45,194	29,973
01/23/2020 - 09/30/2021	238,696	238,687	6,105
	312,616	**283,881**	**36,078**
03/03/2021 - 12/31/2026	24,759,826	1,736,797	1,736,797
	24,759,826	**1,736,797**	**1,736,797**
	61,105,135	**19,062,381**	**8,929,290**

City of Las Cruces

Notes to Schedules of Expenditures of State and Federal Awards
June 30, 2022

NOTE 1: GENERAL

The accompanying schedules of expenditures of state and federal awards (Schedules) presents the activity of all state and federal award programs for the City of Las Cruces, New Mexico (the City). The City's reporting entity is defined in Note 1 to the City's financial statements. The information in the Schedules is presented in accordance with the requirements of the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). The Schedules are not intended to, and do not present the financial position, changes in net position or cash flows of the City.

NOTE 2: BASIS OF PRESENTATION

Expenditures reported in the accompanying Schedules are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedules, represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available. The City has elected not to use the 10 percent de Minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 3: FEDERAL LOANS

On May 24, 2010, the City was awarded a promissory note from the U.S. Department of Housing and Urban Development in the amount of $2,000,000. The note was awarded under the HUD Section 108 loan guarantee program for the purpose of constructing, rehabilitating, and improving the Museum of Nature and Science in the City. Land serves as collateral for the loan and interest is charged at a rate of 1.7 percent. As of the year ended June 30, 2017, the City expended the full $2,000,000 of the proceeds. Payments on the loan for the year ended June 30, 2022, included $101,000 in principle and $49,274 in interest, leaving an outstanding balance of $1,129,000. Proceeds of the loan that were received and expended in prior years impose no continuing compliance requirements. The balance of the loan is not considered federal awards expended for the year ended June 30, 2022.

City of Las Cruces

Notes to Schedules of Expenditures of State and Federal Awards
June 30, 2022

NOTE 4: RECONCILIATION OF THE SCHEDULES OF EXPENDITURES OF FEDERAL AWARDS

The following is a reconciliation of the expenditures reported in the schedules of expenditures of federal awards to the expenditures reported in the financial statements for the City:

Expenditures in the schedule of expenditures of federal awards	$	8,929,290
Expenditures financed by other funding sources		59,521,100
Expenditures reported in the statement of revenues, expenditures, and changes in fund balance/net position - nonmajor governmental and enterprise funds		68,450,390

City of Las Cruces

Schedule of Findings and Questioned Costs
June 30, 2022

Section I – Summary of Auditor's Results

Financial Statements

Type of Auditor's report issued:	Unmodified
Internal control over financial reporting: Material Weakness reported?	No
Significant deficiencies reported not considered to be material weaknesses?	Yes
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major programs: Material weaknesses reported?	No
Significant deficiencies reported not considered to be material weaknesses?	None
Type of auditor's report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	No

Identification of major programs:

Federal Program	Federal Assistance Listing Number
American Rescue Plan Act	21.027
Federal Transit Cluster	20.526, 20.507
Airport Improvement Program	20.106

Dollar threshold used to distinguish Between type A and type B programs:	$750,000
Auditee qualified as low-risk auditee?	Yes

City of Las Cruces

Schedule of Findings and Questioned Costs
June 30, 2022

Section II – Financial Statement Findings

2022-002– INTERNAL CONTROLS OVER PAYROLL POLICIES (Significant Deficiency)

Condition: During our test of controls over payroll policies and procedures we noted the following:

- We reviewed the payroll records for a Municipal Court Judge and confirmed that the judge requested and received a salary adjustment. The annual increase given was for $4,213 and was given in the middle of the Judges term.

Criteria: Las Cruces City Charter Sec. 9.03 states, "The bond requirement and the salary of the municipal judge or judges shall be set by ordinance, but no judge's salary may be changed during the term for which he or she was elected."

Effect: The City is not in compliance with their internal control policies and state laws.

Cause: Lack of oversight by the Human Resources (HR) Department.

Auditor's Recommendation: PBH recommends reviewing all internal policies and procedures before approving status payroll change. The HR Department should be trained to ensure that elected officials don't receive salary adjustments in the middle of their terms.

View of Responsible Officials and Planned Corrective Actions: All applicable policies and procedures are reviewed when processing personnel actions for City of Las Cruces employees. However, prior direction to the HR Department had been to process actions as requested by the Municipal Court and only advise on any concerns as a matter of courtesy since the HR Department doesn't have authority over the Court. In this situation, only certain sections of the ordinance were provided with the salary increase request at the time the personnel action was submitted by the Court. The sections provided supported the salary increase that went into effect. However, it was later discovered that the pertinent section(s) of the ordinance violated was not included with the documentation provided by the Court at the time that the increase was submitted and processed.

Given this finding, personnel actions submitted by the Court going forward will not be treated any differently than those submitted by other City Departments. All personnel actions submitted by the Court will be scrutinized, reviewed thoroughly for compliance with the applicable ordinance or policy, and HR will hold the action if further information is needed from the Court. If there is not sufficient information to support and process the request, or if there is a conflict with applicable policies or ordinances, the HR Department will rescind the request.

In this situation, the HR Department will notify the Court that there was an unlawful increase requested based on the information from the City Charter. The increase was authorized in error and the issue will be cured by adjusting the employee's salary accordingly. The HR Department will also seek to recoup the money that was disbursed from the date that the unlawful increase went into effect and will work with the employee to get a payment plan in place.

Responsible Party: HR Department

Timeline for Corrective Action: Effective Immediately

City of Las Cruces

Schedule of Findings and Questioned Costs
June 30, 2022

Section III – New Mexico State Audit Rule Section 12-6-5 NMSA 1978 Findings

2022-001– INTERNAL CONTROLS OVER GAS CARD USAGE AND PAYMENT (Other non-compliance)

Condition: During our test of controls over gas card usage and payment we noted the following:

- 15 gas cards out of 28 samples selected were for the Fire Department. The 15 fire department transactions totaling $1,589 were missing proper approval from the driver and the supervisor. For these 15 transactions, the receipts were not being reconciled to the monthly WEX statements.

Criteria: Per NMAC 1.5.4.9, each state agency is responsible for the authorization for proper use of credit cards.

Effect: The City is not in compliance with their internal control policies and procedures.

Cause: Lack of Oversight and due to a transition in personnel in the Fire Department.

Auditor's Recommendation: We recommend the City ensure that the appropriate personnel review and reconcile gas card usage to the payments made to ensure proper use of its cards.

View of Responsible Officials and Planned Corrective Actions: There has been a lack of clear written procedures and standards for reconciling WEX Fuel card receipts. The Las Cruces Fire Department has been submitting receipts that the apparatus driver signed at the time of the fuel purchase and reviewing WEX card use for several years. This process has been in line with the Fuel Card Procedure Manual from Fleet Services dated 10/13/2015, that states under the Reconcilement and Payment section that "Each department is responsible for determining the accuracy of transactions". Through the audit process, LCFD staff learned that other departments submit receipts signed by both the WEX card holder and their supervisor. However, LCFD issues WEX cards to specific apparatus and not to personnel which creates multiple layers of steps and complexity for what should be a straightforward process. A standard written policy from Procurement or Fleet on WEX card use is required. Until this policy is developed, LCFD will take the following steps. Effective immediately, the Fire Department will have the apparatus driver using the WEX card and their company officer sign the transaction receipt. The Logistics Specialist position will review the monthly fuel card transactions with receipts. The Operations Support or appropriate Deputy Chief will verify the review. Quarterly tracking and analysis of spending on fuel will be performed by either the Management Analyst or the Assistant Management Analyst to ensure spending is consistent and that budgets are appropriate.

Responsible Party: Fire Department

Timeline for Corrective Action: Effective Immediately

City of Las Cruces

Schedule of Findings and Questioned Costs
June 30, 2022

Section IV – Component Unit Financial Statement Findings

None noted

Section V – Federal Award Findings and Questioned Costs

None noted

City of Las Cruces

Schedule of Findings and Questioned Costs
June 30, 2022

Section VI – Prior Year Findings

Prior Year Audit Findings	Current Status
Financial Statement Findings	
NM 2021-001 – Controls Surrounding Payroll Disbursements (Finding that does not rise to the level of a significant deficiency)	Resolved
Federal Award Findings	
None noted in prior audit	

City of Las Cruces

Exit Conference
June 30, 2022

EXIT CONFERENCE

An exit conference was conducted on November 17, 2022, with the following individuals:

City of Las Cruces

Barbara De Leon	Chief Administrative Officer
Viola Perea	City Auditor
Erika Jaquez	Treasurer
Joshua Saffell	Accounting Supervisor
Maria G. Sanchez	Accounting Supervisor
Rosemarie Randle	Budget & Grant Administrator
Alfredo R. Pacheco	Deputy Finance Director
Christine Rivera	City Clerk
Ikani Taumoepeau	Assistant City Manager
Ifo Pili	City Manager
Yvonne Flores	City Councilor
Johana Bencomo	City Councilor
Alicia Hernandez	Purchasing Manager
Jocelyn Garrison	Senior Assistant City Attorney
J.C. Borrego	Deputy Director Human Resources
Josie Trevino	Comptroller

Pattillo, Brown & Hill, LLP

Chris Garner, CPA	Partner

The City's accounting department and independent public accountants jointly prepared the accompanying financial statements. The City is responsible for the financial statement content.

City of Las Cruces®

ANNUAL COMPREHENSIVE FINANCIAL REPORT

P.O. BOX 20000
LAS CRUCES, NM 88004
(575) 541-2200
WWW.LAS-CRUCES.ORG

This Annual Comprehensive Financial Report can be made available in alternative formats by calling the City of Las Cruces Public Information Office at (575)541-2200 or TTY 541-2182.

23-094

City of Las Cruces

City Council Action and Executive Summary

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

District:	☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:		**Adopted:**	February 6, 2023
Drafter:	Chris Faivre	**Department:**	Economic Development
Program:	BUSINESS DEVELOPMENT	**Line of Business:**	DESTINATION DOWNTOWN

Title: **A RESOLUTION TO AMEND THE 'RENOVATE MAIN STREET INCENTIVE PROGRAM'.**

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

PURPOSE(S) OF ACTION:

To amend the Renovate Main Street grant program to remove the required dollar-for-dollar match.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces has been focused on revitalizing the Historic Downtown. In 2016, City Council adopted the Downtown Master Plan which identifies new projects and activities that will continue to energize the downtown renaissance. In 2017, the City's Economic Development Committee approved the Economic Development Strategic Plan that identified Downtown Las Cruces as an area of focus. The Historic Downtown has also been named an area of focus in the City Council Strategic Plan adopted in 2017. Downtown Las Cruces is a Metropolitan Redevelopment Area (MRA), which allows for a municipality to engage in rehabilitation or conservation that includes the restoration and renewal of a blighted area.

The Economic Development Strategic Plan outlines a proposed building improvement matching grant program to incentivize private investment in Downtown that will encourage economic growth.

The current Renovate Main Street Program is an incentive program that matches dollar-for-dollar, on eligible projects, up to $25,000 per project. The proposed amendment to the existing incentive program would remove the required dollar-for-dollar match from the property owner/business owner.

The program is intended to assist in improving and rehabilitating Main Street properties that operate as storefronts of for-profit businesses. Eligible improvements may include upgrades to the interior and/or exterior areas of properties.

SUPPORT INFORMATION:

Exhibit "A" - Renovate Main Street Incentive Program
Attachment "A" - Redline Draft

PLAN(S):

City Council Strategic Plan, Department Strategic Business Plan

COMMITTEE/BOARD REVIEW:

Economic Development PRC

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will adopt the proposed changes to the Renovate Main Street Incentive Program.
2. Vote "No"; this will not adopt the proposed changes to the Renovate Main Street Incentive Program.
3. Vote to "Amend"; this action will require direction from Council to staff.
4. Vote to "Table"; this action will require direction from Council to staff.

REFERENCE INFORMATION:

Resolution 18-056

RESOLUTION 23-094

A RESOLUTION TO AMEND THE 'RENOVATE MAIN STREET INCENTIVE PROGRAM'.

The City Council is informed that:

WHEREAS, the City of Las Cruces has been focused on revitalizing our downtown; and

WHEREAS, the City adopted Resolution No 07-037 on August 7th, 2006, designating the official Main Street Downtown Metropolitan Redevelopment Area for the City of Las Cruces; and

WHEREAS, in 2016, City Council adopted the Downtown Master Plan that identifies new projects and activities that will continue to energize the downtown renaissance; and

WHEREAS, in 2017, the Economic Development Committee approved the Economic Development Strategic Plan that identified downtown Las Cruces as an area of focus; and

WHEREAS, Downtown Las Cruces is a Metropolitan Redevelopment Area, which allows for a municipality to engage in rehabilitation or conservation that includes the restoration and renewal of a slum or blighted area; and

WHEREAS, the Economic Development Strategic Plan outlines a building improvement matching grant program to incentivize private investment in downtown that will encourage economic development growth; and

WHEREAS, the Renovate Main Street Incentive Program will incentivize private investment to improving the buildings and commercial space in downtown; and

WHEREAS, the Renovate Main Street Incentive Program will be amended to remove retail as an eligible industry; and

WHEREAS, the Renovate Main Street Incentive Program will be amended to remove the matching funds requirement.

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

(I)

THAT the amended Renovate Main Street Incentive Program, as shown in "Exhibit A", attached hereto and made part of this resolution is hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

Renovate Main Street

Overview

The City of Las Cruces values business in Downtown Main Street. This is an area of focus identified by the Economic Development Committee and City Council. The City of Las Cruces will offer incentive grants to provide financial assistance for the improvement and rehabilitation of Main Street properties intended as storefronts of for-profit businesses. The overall project goal is to incentivize the vibrancy of Downtown Main Street.

The goal of Renovate Main Street program is to encourage improvements and/or upgrades to the interior and/or exterior areas of properties under eligible projects.

Eligible applicants

Eligible properties are those located in designated Main Street area as defined by the boundaries of the Metropolitan Redevelopment Area. Eligible applicants are owners of these properties or tenants leasing commercial space within the designated area.

Building owners who take advantage of this program will agree to lease the commercial space to potential new businesses that will be used for preferred activity (restaurant, retail or entertainment) as outlined in the Downtown Master Plan.

Notes:

a) Building owners who owe property taxes are not eligible applicants.
b) Nonprofit organizations are not eligible applicants.

Award amounts

The maximum award for each grant is $25,000.

Eligible projects / expenses

Eligible improvements include, but are not limited to:

Interior improvements

- Accessibility improvements
- Energy conservation improvements
- Electrical work, including service upgrades
- Fire alarm system
- Fire sprinkler system installation or upgrade, included any needed water service improvements
- Heating, ventilation, or air conditioning
- Lighting
- Painting
- Plumbing
- Restoration of building such as ceilings, light fixtures, and floors.
- Utility services upgrades, including water and sewer
- Green Infrastructure

- Other infrastructure improvements, as approved, with a significant impact on the building owner's ability to attract highest and best use of tenants and/or increase sales for current tenants.

Exterior improvements

- Repair and restoration of architectural detail, including fa9ade improvements
- Material costs
- Window repair
- Masonry work
- Repair and replacement of signs and awnings
- Roof repair
- Green Infrastructure
- Other infrastructure improvements, as approved, with a significant impact on the building owner's ability to attract highest and best use of tenants and/or increase sales for current tenants.

Ineligible projects / expenses

- Building owners who owe property taxes
- Building or land acquisition
- Design services, including architectural and interior design
- Emergency and safety-related demolition expenses
- Furnishings, equipment, or personal property not affixed to the real estate
- Legal fees
- Maintenance work (i.e. general repairs that maintain existing conditions)
- Parking lot resurfacing
- Pest extermination
- Work proposed on property with an active code compliance citation
- Work begun prior to application submittal and approval
- Work begun without a required building permit

Application review and evaluation

The City of Las Cruces Economic Development Department (EDD) administers this program. All grant applications must be submitted to downtown@las-cruces.org as the point of contact (POC) at the EDD. Projects can start after Applicant has received official notice of approval.

All awardees must agree on reporting requirements to the ED staff following the project. A building owner must provide a new signed lease with a retail, restaurant, or entertainment business. Information about sales and staffing will be provided to ED staff as requested over a period of two years.

Contractors

Rehabilitation contracts shall be between the property owner and the contractor after a sealed bidding procedure and award of contract approved by the municipality. All work involved with the Renovate Main Street must be completed by licensed contractors.

Payment

The applicant will be paid for services when City is notified by the property owner that the terms of the contract have been fulfilled. The Applicant will be responsible for meeting the requirements agreed upon between the City and the Applicant. If the Applicant does not meet the requirements agreed upon within 6 months, repayment of the grant will be required.

For a building owner, requirements will include a new tenant signed lease. For a tenant, requirements will include being completed, inspected and a certificate of occupancy being issued from Community Development Department.

The grant award will be based on the actual costs of the project proven by Applicant. Applicants must submit all receipts and paid invoices to process grant funding.

Upon completion of the project, project completion photos will be submitted and an invitation to visit the completed project site will be scheduled.

Application process

1. Grant applications may be submitted at any time during the calendar year. Funding will be awarded on first come, first serve basis until the grant funds have all been dispersed.
2. A complete application form shall be submitted to downtown@las-cruces.org, including:
    a. Proposal of economic development benefits, such as: New tenants, new jobs, increased sales.
    b. Property information: price per square foot, leasable area.
    c. Appropriate drawings, budget estimates, project timelines, proof of ownership or executed leased with owner's written consent.
    d. If property is under a lease agreement, written consent from tenant on project and timeline of completion.
3. The Applicant will attend preliminary presentation meeting and a post completion meeting with the ED staff.
4. If plans change, revised plans must be submitted to POC within the next two days of decision to change.
5. If approved, an agreement for the Renovate Main Street grant shall be signed by Applicant, contractor, and the City of Las Cruces.
6. This grant does not replace the required permitting process in any form. Applicant must receive a building permit prior to undertaking any work requiring a permit under the Building Code.
7. All projects must comply with all applicable codes and ordinances.
8. Construction must be completed within 180 days of execution of the agreement, unless a written extension is provided by ED staff. Failure to do this may result in the dissolution of agreement. At that time, funding from Renovate Main Street may be reallocated by ED staff to other projects.

9. Applicants shall maintain these improvements to the property funded by Renovate Main Street for a period of two years from the date of completion.
10. Adherence to all guidelines and requirements will be considered in the evaluation of additional funding and/incentive requests from same Applicant.

Administrative Procedure

1. Upon submittal, POC will review the application to ensure that it contains all necessary information, including drawings and specifications, preliminary cost estimates, bids, and proof of ownership or executed lease with owner's written consent. The POC will send a written notification to the Applicant confirming receipt of the application. If the application is incomplete, a detail of all remaining items will be included. When the application is complete, the POC will notify the Applicant of the date of the ED meeting when the application will be discussed.
2. The Applicant shall present complete applications to the ED staff for review.
3. 3. ED staff shall review each application and make a recommendation for approval or disapproval.
4. If ED staff recommend approval, the POC will coordinate internally and with the Applicant for Renovate Main Street Agreement. The Agreement shall be signed by the Applicant, Contractor, and the City of Las Cruces prior to any initial project work.
5. When the project is completed, a Project Completion Presentation Meeting will be scheduled, and the ED staff members shall inspect all work done and document that the Applicant has made the improvements as per the Agreement and approved plans. The Applicant is agreeing to share their success story and improvements with the City of Las Cruces to disseminate with the public.
6. Upon determination that the work has been satisfactorily completed and invoice received, the POC shall approve the release of a check in the amount of the approved grant to the Contractor. This shall be within 60 days of the ED staff acknowledging the completion of the project.
7. Building owners are encouraged to arrange for a Pre-Submittal meeting to clarify any permitting and inspection concerns, prior to official permitting application. For this, contact Donald Bustos at dbustos@las-cruces.org.

Renovate Main Street

Overview

The City of Las Cruces values business in Downtown Main Street. This is an area of focus identified by the Economic Development Committee and City Council. The City of Las Cruces will offer incentive grants to provide financial assistance for the improvement and rehabilitation of Main Street properties intended as storefronts of for-profit businesses. The overall project goal is to incentivize the vibrancy of Downtown Main Street.

The goal of Renovate Main Street program is to encourage improvements and/or upgrades to the interior and/or exterior areas of properties under eligible projects.

Eligible applicants

Eligible properties are those located in designated Main Street area as defined by the boundaries of the Tax Incremental Development District. Eligible applicants are owners of these properties or tenants leasing commercial space within the designated area.

Building owners who take advantage of this program will agree to lease the commercial space to potential new businesses that will be used for preferred activity (retail, restaurant, or entertainment) as outlined in the Downtown Master Plan.

Notes:

a) Building owners who owe property taxes are not eligible applicants.
b) Nonprofit organizations are not eligible applicants.

~~**Matching requirements**~~

~~Renovate Main Street is a matching grant. Through the Renovate Main Street grant The City will match each dollar the applicant has invested in an eligible infrastructure improvement project approved by the Economic Development Incentive Committee (EDIC).~~

Award amounts

The maximum award for each grant is $25,000.

Eligible projects / expenses

Eligible improvements include, but are not limited to:

Interior improvements

- Accessibility improvements
- Energy conservation improvements
- Electrical work, including service upgrades
- Fire alarm system
- Fire sprinkler system installation or upgrade, included any needed water service improvements

- Heating, ventilation, or air conditioning
- Lighting
- Painting
- Plumbing
- Restoration of building such as ceilings, light fixtures, and floors.
- Utility services upgrades, including water and sewer
- Green Infrastructure
- Other infrastructure improvements, as approved, with a significant impact on the building owner's ability to attract highest and best use of tenants and/or increase sales for current tenants.

Exterior improvements

- Repair and restoration of architectural detail, including façade improvements
- Material costs
- Window repair
- Masonry work
- Repair and replacement of signs and awnings
- Roof repair
- Green Infrastructure
- Other infrastructure improvements, as approved, with a significant impact on the building owner's ability to attract highest and best use of tenants and/or increase sales for current tenants.

Ineligible projects / expenses

- Building owners who owe property taxes
- Building or land acquisition
- Design services, including architectural and interior design
- Emergency and safety-related demolition expenses
- Furnishings, equipment, or personal property not affixed to the real estate
- Legal fees
- Maintenance work (i.e. general repairs that maintain existing conditions)
- Parking lot resurfacing
- Pest extermination
- Work proposed on property with an active code compliance citation
- Work begun prior to application submittal and approval
- Work begun without a required building permit

Application review and evaluation

The City of Las Cruces Economic Development Department (EDD) administers this program. All grant applications must be submitted to downtown@las-cruces.org as the point of contact (POC) at the EDD. The EDD will form an Economic Development Incentive Committee (EDIC) made up of representatives from Downtown Las Cruces Partnership, Community Development, and Economic

Development to review applications. Projects can start after Applicant has received official notice of approval.

All awardees must agree on reporting requirements to the EDIC following the project. A building owner must provide a new signed lease with a retail, restaurant, or entertainment business. A building tenant will report twice a year for two years: number of jobs created or retained, wages for those jobs, and sales for a two-year period.

Contractors

Rehabilitation contracts shall be between the property owner and the contractor after a sealed bidding procedure and award of contract approved by the municipality. All work involved with the Renovate Main Street must be completed by licensed contractors

Payment

The Contractor will be paid for services when City is notified by the property owner that the terms of the contract have been fulfilled. The Applicant will be responsible for meeting the requirements agreed upon between the City and the Applicant. If the Applicant does not meet the requirements agreed upon within 6 months, repayment of the grant will be required.

For a building owner, requirements will include a new tenant signed lease. For a tenant, requirements will include being completed, inspected and a certificate of occupancy being issued from Community Development Department.

The grant award will be based on the actual costs of the project proven by Applicant. Applicants must submit all receipts and paid invoices to process grant funding.

Upon completion of the project, project completion photos will be submitted and an invitation to visit the completed project site will be scheduled.

Application process

1. Grant applications may be submitted at any time during the 2018 calendar year. Funding will be awarded on first come, first serve basis until the grant funds have all been dispersed.
2. A complete application form shall be submitted to downtown@las-cruces.org, including:
    a. Proposal of economic development benefits, such as: New tenants, new jobs, increased sales.
    b. Property information: price per square foot, leasable area.
    c. Appropriate drawings, budget estimates, project timelines, proof of ownership or executed leased with owner's written consent.
    d. Applicants are required to submit before and after photos during the project completion presentation done before the EDIC.
    e. If property is under a lease agreement, written consent from tenant on project and timeline of completion.
3. The Applicant will attend preliminary presentation meeting and a post completion meeting with the EDIC members.
4. If plans change, revised plans must be submitted to POC within the next two days of decision to change.

5. If approved, an agreement for the Renovate Main Street grant shall be signed by Applicant, Contractor, and the City of Las Cruces.
6. This grant does not replace the required permitting process in any form. Applicant must receive a building permit prior to undertaking any work requiring a permit under the Building Code.
7. All projects must comply with all applicable codes and ordinances.
8. Construction must be completed within 180 days of execution of the agreement, unless a written extension is provided by the EDIC. Failure to do this may result in the dissolution of agreement. At that time, funding from **Renovate Main Street** may be reallocated by the EDIC to other projects.
9. Applicants shall maintain these improvements to the property funded by **Renovate Main Street** for a period of two years from the date of completion.
10. Adherence to all guidelines and requirements will be considered in the evaluation of additional funding and/incentive requests from same Applicant.

Administrative Procedure

1. Upon submittal, POC will review the application to ensure that it contains all necessary information, including drawings and specifications, preliminary cost estimates, bids, photos, and proof of ownership or executed lease with owner's written consent. The POC will send a written notification to the Applicant confirming receipt of the application. If the application is incomplete, a detail of all remaining items will be included. When the application is complete, the POC will notify the Applicant of the date of the EDIC meeting when the application will be discussed.
2. The Applicant shall present complete applications to the EDIC Committee for review.
3. The EDIC shall review each application and make a recommendation for approval or disapproval.
4. If the EDIC recommends approval, the POC will coordinate internally and with the Applicant for **Renovate Main Street** Agreement. The Agreement shall be signed by the Applicant, Contractor, and the City of Las Cruces prior to any initial project work.
5. When the project is completed, a Project Completion Presentation Meeting will be scheduled presenting photos and the EDIC Members shall inspect all work done and document that the Applicant has made the improvements as per the Agreement and approved plans. The Applicant is agreeing to share their success story and improvements with the City of Las Cruces to disseminate with the public.
6. Upon determination that the work has been satisfactorily completed and invoice received, the POC shall approve the release of a check in the amount of the approved grant to the Contractor. This shall be within 60 days of the EDIC acknowledging the completion of the project.
7. Building owners are encouraged to arrange for a Pre-Submittal meeting to clarify any permitting and inspection concerns, prior to official permitting application. For this, contact Donald Bustos at dbustos@las-cruces.org.

23-095

City of Las Cruces

City Council Action and Executive Summary

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

District:	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:		**Adopted:**	February 6, 2023
Drafter:	Vince Banegas	**Department:**	Community Development
Program:	Community Planning	**Line of Business:**	Community Planning

Title: **A RESOLUTION REVERSING THE PLANNING AND ZONING COMMISSION'S APPROVAL DECISION REGARDING A SPECIAL USE PERMIT ALLOWING A CANNABIS RETAILER WITHIN THE REQUIRED BUFFER DISTANCE TO A SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT.**

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

PURPOSE(S) OF ACTION:

Appeal of Special Use Permit approval.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

This case is an appeal of an approval decision by the Planning and Zoning Commission involving a Special Use Permit (SUP) request to allow a cannabis retailer within the prescribed buffer distance to a single-family residential zoning district. As called for in the 2001 Las Cruces Zoning Code, as amended (Section 38-53 Conditional Uses, 38-53G Cannabis Retailer (C-1, C-2, C-3), said use is a conditional use requiring compliance with the 300-foot buffer distance to a single-family zoning district boundary. If the distance separation cannot be achieved, a special use permit is necessary pursuant to Section 33-34 of the code. Triggering the special use permit process subjects the request to greater scrutiny in order to determine the appropriateness and impacts the use may have on the surrounding neighborhood. Issues considered often involve impacts that stem from noise, traffic, odor, lighting, etc.

The proposed cannabis location is a ± 0.498-acre lot at the intersection of S. Main Street, Alameda Boulevard and El Paseo Road (750 S. Main Street). This parcel has been zoned C-2 and has been developed since 1970. The property has been used extensively as a gasoline/service station and more recently, as a retail car dealership.

The subject property is located within an area containing a mix of zoning districts. These districts include DDC-DT (Downtown Development Code - Downtown), C-1 (Commercial Low Intensity), C-3 (Commercial High Intensity), O-1 (Office, Neighborhood-Limited Retail Service), and R-1a (Single-Family Medium Density). The single-family uses within the R-1a district are located directly west of the subject property. Between the residential neighborhood and the subject property are commercially zoned lots used for office and retail purposes. These non-residential properties serve as a buffer between the proposed cannabis retail use and the R-1a zoned neighborhood.

The subject property will have ingress/egress to both Alameda Boulevard (minor arterial) and South Main Street (major arterial). The area along both roadways is well traveled as they provide primary access to the commercial/service-related businesses in the area.

On July 19, 2022, staff received a letter of protest from a local attorney which was included in the case packet to the Planning and Zoning Commission. The protest letter discusses a concern regarding a perceived procedural error in the review of the application as a Special Use Permit rather than a Variance. The letter further stipulates that as a result, consideration is not based on any standard defined in the variance process potentially resulting in an arbitrary and capricious decision. In response, please consider the introductory paragraph wherein the case must be processed as a special use permit due to the proposed location being within the 300-foot buffer to a Single-family zoning district boundary. As such, it is the impacts that the proposed use may have on the surrounding neighborhood that is considered, not whether or not the distance to the single-family development/boundary should be approved or denied based on hardships defined per code.

On July 26, 2022, the Planning and Zoning Commission heard the SUP case. Discussion on the request was fairly robust in the context of neighborhood concerns regarding cannabis sales in the area. Concerns cited primarily spoke to a procedural error, increased safety/crime in the area, precedent-setting in terms of allowing the use within 300' of the residential zoning district, potential conflicting uses in the area, and the need to establish the downtown area gateways with more attractive uses. Those that spoke favorably for the SUP cited the existing business buffer along Alameda Boulevard protecting the residential uses, proposed site redevelopment beautifying the corner, 24-hour security measures on-site that discourage crime in the surrounding area, and reinvestment back into the community in the form of employment and social programs. Following discussion, the Commission voted 6-0-0 (one Commissioner absent) in favor of the SUP.

This case was publicly noticed in accordance with the City's notification provision. The input received was the letter previously discussed and the comments received during the meeting.

SUPPORT INFORMATION:

Attachment "A", Vicinity Map
Attachment "B", Findings
Attachment "C", Staff Report to P&Z for Case 22ZO1000081
Attachment "D", Approved 07-26-22 PNZ Minutes Abbreviated
Attachment "E", Appeal Letter

PLAN(S):

Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

P&Z

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

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

☐ Yes
☒ No

Does this action align with Elevate Las Cruces?

☐ Yes
☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and overturn the Planning and Zoning Commission's decision to approve the SUP. The proposed SUP will not be allowed to operate at the subject location as requested.
2. Vote "No"; this will deny the Resolution thus affirming the Commission's SUP approval decision. The SUP as proposed will be allowed to operate at the subject location.
3. Vote to "Amend"; this could allow the City Council to modify the Resolution and stipulate conditions as deemed appropriate.
4. Vote to "Table"; this could allow the City Council to table/postpone the Resolution and direct staff accordingly.

RESOLUTION 23-095

A RESOLUTION REVERSING THE PLANNING AND ZONING COMMISSION'S APPROVAL DECISION REGARDING A SPECIAL USE PERMIT ALLOWING A CANNABIS RETAILER WITHIN THE REQUIRED BUFFER DISTANCE TO A SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT.

The City Council is informed that:

WHEREAS, Norman Yousif (OTC NM, LLC), applicant, has submitted a request for a Special Use Permit (SUP) to allow a cannabis dispensary within the designated buffer distance to a Single-Family Medium Density (R-1a) zoning district boundary; and

WHEREAS, cannabis dispensaries require consideration of 300-foot buffer distances from qualifying schools/daycares, other cannabis locations, and single-family zoning districts pursuant to adopted cannabis regulation; and

WHEREAS, the proposed dispensary location is compliant to all buffer distances except the distance related to single-family zoning districts; and

WHEREAS, the proposed dispensary is considered a conditional use with the condition requiring compliance to the specified buffer distance, and if compliance cannot be achieved, submittal, review and consideration of the proposed use can be made subject to the SUP process; and

WHEREAS, the subject property is ± 0.498 acres, zoned C-2 (Commercial Medium Intensity); and

WHEREAS, on July 26, 2022, the Planning and Zoning Commission (P&Z), after conducting a public hearing approved the SUP request by a vote of 6-0-0 (one Commissioner absent); and

WHEREAS, on August 8, 2022, an appeal of the P&Z decision was submitted for further processing to City Council.

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

(I)

THAT The Commission's approval of the SUP at 750 South Main Street is hereby reversed resulting in the proposed dispensary not being allowed to operate at this location.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

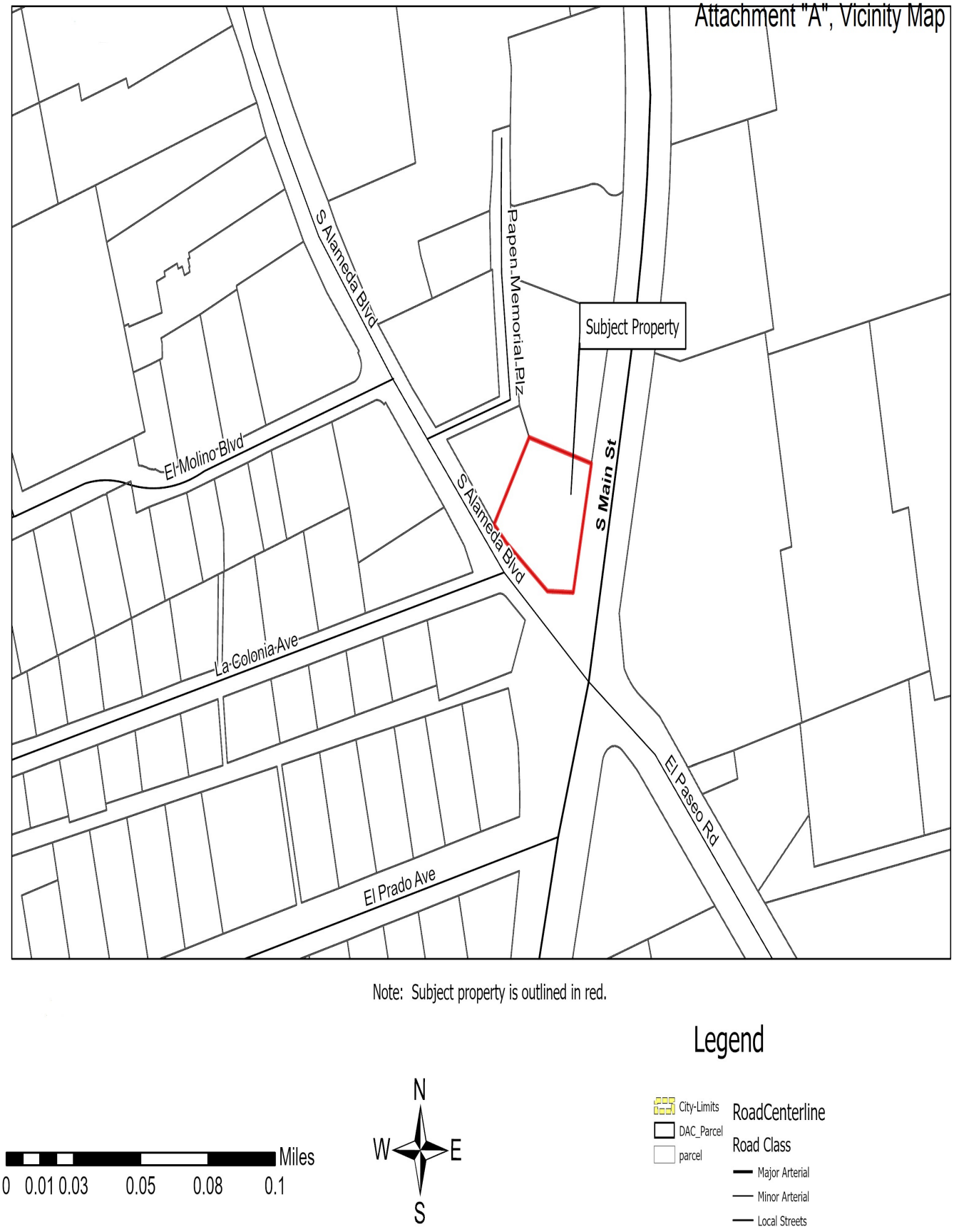
_____

Moved by:

Seconded by:

AYES

NAYS


Attachment "A", Vicinity Map
S Alameda Blvd
Papen Memorial Plz
Subject Property
S Main St
El Molino Blvd
S Alameda Blvd
La Colonia Ave
El Paseo Rd
El Prado Ave
Note: Subject property is outlined in red.
Legend
City-Limits
DAC_Parcel
parcel
RoadCenterline
Road Class
Major Arterial
Minor Arterial
Local Streets
Miles
0 0.01 0.03 0.05 0.08 0.1
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Attachment “B”, Findings

FINDINGS

1. The subject property meets the distance separation requirements from any school, nursery/day care, or other cannabis retail establishments.
2. The subject parcel has been commercially zoned since pre-1970 and seems to have met all applicable codes at the time of construction.
3. The subject parcel as it exists is surrounded by several other uses and non-residential zoning that provide adequate buffer/screening to the R-1a (Single-Family Medium Density) zoned properties in question.
4. The subject parcel has been commercial in use since its development and thus is compatible with other commercial/office related properties in the surrounding neighborhood.
5. The site has direct access from Main Street and Alameda Boulevard resulting in little to no traffic impact to the residentially zoned neighborhood.
6. The proposed SUP meets the purpose and intent requirements of Section 38-2 of the 2001 Zoning Code, as amended.
7. All applicable requirements as outlined in the 2001 Las Cruces Zoning Code, as amended and those stipulated by the State of New Mexico must be adhered to for subsequent operation of the proposed business.
8. Several goals, policies and actions support the SUP request and the proposed use consistent with the Downtown Place Type. Policy speaks to mixed-use neighborhoods, expanding economic opportunities (regional/national competitiveness), increased employment opportunities, economic security, and provisions for a wide range of business types along key corridors and thoroughfares.

SPECIAL USE PERMIT

City of Las Cruces
MOUNTAINS OF OPPORTUNITY

Planning & Zoning Commission 7/23/2022

CASE 22ZO1000081: SPECIAL USE PERMIT

STAFF CONTACT:	Vincent Banegas, (575) 528-3085, vbanegas@las-cruces.org
OWNER:	Norman Yousif, Mayflower Enterprises, LLC
REPRESENTATIVE:	Gary Sandler, Gary Sandler Inc. Realtors
DISTRICT:	District #4
SITE ADDRESS:	750 S. Main Street
EXISTING ZONING:	C-2 (Commercial Medium Intensity)
REQUEST:	Special Use Permit (SUP) to allow a Cannabis Retail establishment within the required 300-foot buffer distance of a Single-Family Zoning District.
RELATED APPLICATIONS:	N/A
STAFF RECOMMENDATION:	Approval

SUMMARY OF REQUEST CASE 22ZO1000081: The proposed Special Use Permit (SUP) is to allow for a deviation of ± 82 feet to the required 300-foot buffer distance for Cannabis Retail establishments from a Single-Family Residential Zoning District. The subject property encompasses ± 0.498 acres and is zoned C-2 (Commercial Medium Intensity).

SUMMARY OF RECOMMENDATION: Staff is recommending **APPROVAL** based on the findings listed below:

- The subject property meets the distance separation requirements from any school, church, nursery/day care (under interpretation), and other cannabis retail establishments.
- The subject parcel as it exists is surrounded by several other uses and non-residential zoning that provide adequate screening to the R-1a (single-family zone) properties in question.

- The subject parcel has been commercial in use since its development and thus is compatible with other commercial/office related properties in the surrounding neighborhood.
- The site has direct access from Main Street and Alameda Boulevard resulting in little to no traffic impact to the residentially zoned neighborhood.
- The proposed SUP meets the purpose and intent requirements of Section 38-2 of the 2001 Zoning Code, as amended.
- All applicable requirements as outlined in the 2001 Las Cruces Zoning Code, as amended and those stipulated by the State of New Mexico must be adhered to for subsequent operation of the proposed business.

PROPOSAL AND LAND USE HISTORY

The applicant is seeking the development of a Cannabis Retail Establishment which requires a Special Use Permit (SUP) in that it encroaches ± 82 feet into the required 300 ft buffer distance required of a Cannabis Retail Establishment to a Single-Family Zoning District. The building located at 750 S. Main Street was built in 1970 and is ± 2,046 square feet in size. The property is currently zoned C-2 (Commercial Medium Intensity).

In general terms, a Special Use is a use that is not permitted by right but may be approved upon consideration of potential impacts to the surrounding area by the Planning and Zoning Commission. Impact consideration may include factors related to traffic, development compatibility, mitigation technique implementation, etc. SUP decisions made by the Planning and Zoning Commission are final unless appealed to City Council.

LAND USE HISTORY:
The ± 0.498 property was commercially zoned prior to 1970. This lot is located at the corner of Alameda Boulevard and S. Main Street. For several years, the property operated as a gas/service station until its' conversion to an auto dealership.

ZONING DECISION CRITERIA AND POLICIES

POLICY	DOES IT COMPLY?
Neighborhood Character and Compatibility	Yes
Elevate Las Cruces Comprehensive Plan	Yes
Purpose and Intent of the Code: Section 38-2	Yes
Criteria for Decisions: Section 2-382	Yes

NEIGHBORHOOD CHARACTER AND COMPATIBILITY:
The property is located within an area containing a mix of zoning districts. These districts include DDC-DT (Downtown Development Code–Downtown), C-1 (Commercial Low Intensity), C-3 (Commercial High Intensity), O-1 (Office, Neighborhood-Limited Retail Service), and R-1a (Single-Family Medium Density). The single-family uses within the R-1a district are located directly west of the subject property. Between these properties are commercially zoned properties used for office and retail purposes. In essence, those properties serve as a buffer between the proposed cannabis retail use and the R-1a district.

The two roads providing ingress/egress to the property are Alameda Boulevard (Minor Arterial) and South Main Street (Major Arterial). From the staff perspective, the proposed use is compatible with the area and would pose no greater impact to surrounding properties than any other retailer seeking to locate on-site.

COMPLIANCE WITH ELEVATE LAS CRUCES COMPREHENSIVE PLAN:

- Community Environment:
  - Goal CE-2: Areas of Special Consideration
    - Policy CE-2.2 – Continue to promote downtown as the mixed-use core of the city.
  - Goal CE-3: Centers and Corridors – Support community growth through concentrated development at activity centers and along key corridors.
    - Policy CE-3.2 – Allow for a mix of development type and intensity along major thoroughfares that reflects surrounding urban, suburban, and rural contexts.
  - Goal CE-4: Develop mixed-use neighborhoods that incorporate a wide range of recreational, commercial, employment, and civic uses.
    - Policy CE-4.2 – Incorporate employment and shopping nodes into new and redeveloping neighborhoods to provide residents with convenient access to services.
- Community Prosperity
  - Goal CP-2: Economic Equity – Generate employment opportunities that create economic security for all residents.
    - Policy CP-2.2 – Support efforts to connect vulnerable populations to job opportunities.
      - Action CP -2.2.2 – Identify and promote places of employment to minimize commutes and increase accessibility to other transportation modes to create a job-housing balance.
      -
  - Goal CP-4: Diversification - Seek a balance of business recruitment, retention, and expansion to diversify economic opportunities.
    - Policy CP-4. - Support efforts to be regionally and nationally competitive in regard to retaining and growing businesses, jobs, and students.

CONSISTENCY WITH PURPOSE AND INTENT OF THE ZONING ORDINANCE:

Per Section 38-2: The intent of the Zoning Code is to

encourage the most appropriate use of land and to promote the health, safety, and general welfare of the community for the purpose of improving each citizen's quality of life.

The regulations relevant to the proposed SUP include:

A. Ensure that all development is in accordance with this Code and the Elevate Las Cruces Comprehensive Plan and its elements.
B. Encourage innovations in land development and redevelopment.
C. Give reasonable consideration to the character of each zoning district and its peculiar suitability for particular uses.
D. Encourage mixed land uses to decrease the length of trips for work and/or shopping and encourage the consolidation of trips and alternative modes of travel.
L. Ensure that development proposals are sensitive to the character of existing neighborhoods.
M. Foster a more rational relationship between different land uses for the mutual benefit of all.
N. Conserve the value of buildings and land.

CRITERIA FOR DECISIONS:

- Impairment of adequate supply of light and air to adjacent property;
- Unreasonable increase in potential traffic;
- Increase the danger of fire or endanger the public safety;
- Determent of orderly and phased growth;
- Impairment of the public health, safety, or general welfare of the city;
- Establishment of a spot zone; or the
- Contradiction of the purpose and intent of the zoning code, sign code, designstandards and other companion codes.

Based upon a review of the proposal and applicable regulations and policies, City Staff did not consider any of the criteria as a significant concern in context to the subject request. Additionally, several comprehensive plan goals, policies and actions support the proposal in that the policies speak to provisions for mixed-use neighborhoods, expanding economic opportunities to remain competitive both regionally and nationally, locating business along key corridors and major thoroughfares, and expanding employment opportunities to increase resident economic security. In terms of the proposed use, the business will function as any other retailer selling goods within the city. Operation of the business will be compliant with all applicable zoning and building codes and should not be a detriment to the public's health, safety, and general welfare. The use must also meet all State of New Mexico regulations as they pertain to cannabis sales. As such, the proposed use will be in harmony with the purpose and intent of the 2001 Zoning Code, as amended and the Elevate Las Cruces Comprehensive Plan.

DEVELOPMENT STANDARDS

The subject property is currently zoned C-2 (Commercial Medium Intensity) and is ± 0.498 acres. A building designed to accommodate the proposed retail use is currently developed on the property.

At the time of construction, the site met all required development standards and building codes. Any deficiencies found today, will be rectified through subsequent permitting and business registration processes as applicable.

SITE SUITIBILITY FOR PROPOSED USE:
A SUP is required to follow all procedures of Section 38-54A of the 2001 Zoning Code, as amended. The SUP will allow for a retail cannabis establishment on the subject property. The proposed use will be in keeping with several other commercial properties in the vicinity. The site should serve the proposed use well in that it was developed as a commercial building with all necessary access, parking, and related development requirements in place at the time of its construction. Furthermore, with exception of the buffer distance to a single-family residential district, all other cannabis related requirements will be met. This includes the buffer distance to any daycare or qualifying school.

ADEQUACY OF PUBLIC FACILITIES AND SERVICES:
City water, gas and sewer already serve the site and are adequate for the proposed use. Both Alameda Boulevard and South Main Street are designated as arterials and serve as access points for the subject property. Both roadways include all applicable street design elements.

FLOOD PLAIN: The subject property is not located within the Flood Zone.

STAFF AND PUBLIC COMMENTS

PUBLIC NOTIFICATION AND INPUT: Notice of a Public Hearing was mailed to all property owners within 500 feet of the subject property. To date, there has been no input received.

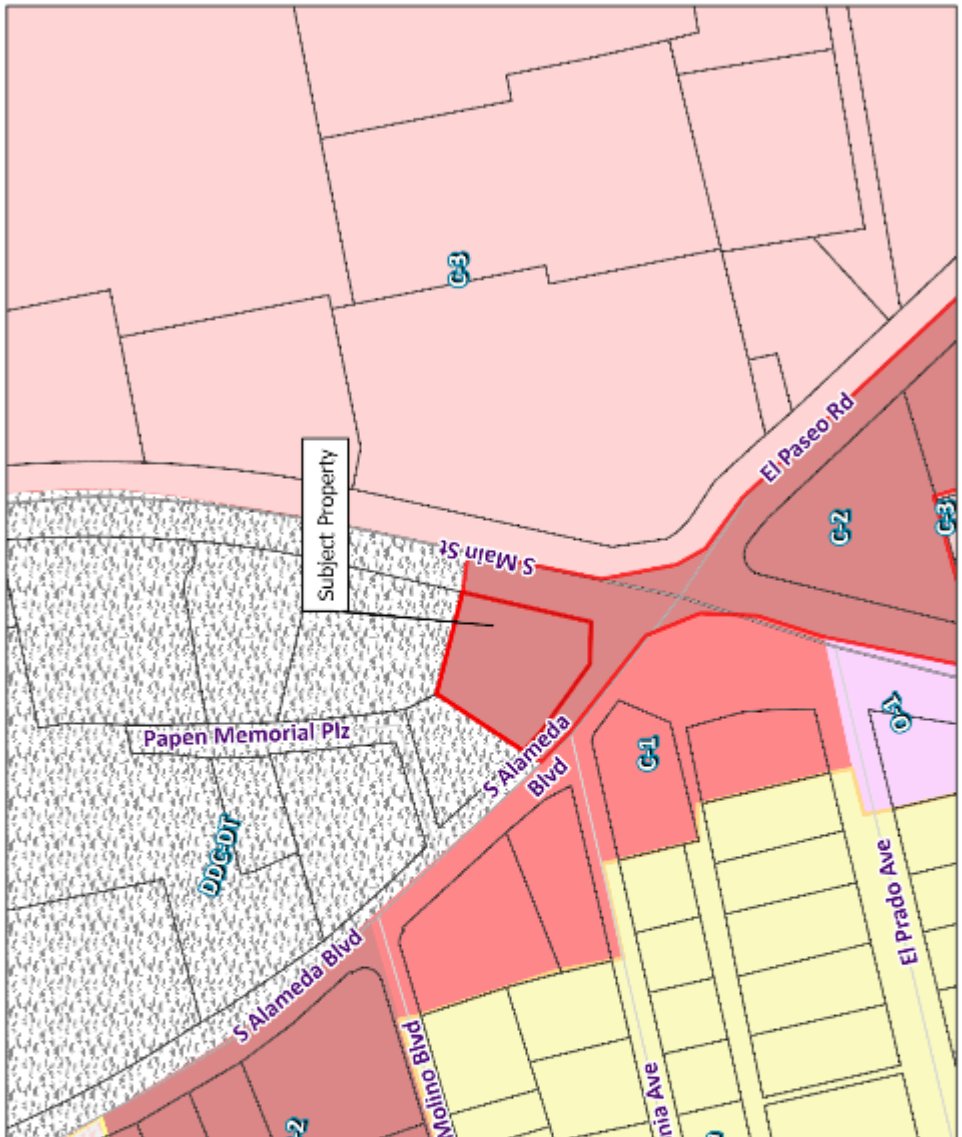
STAFF COMMENTS: The proposed use meets all the requirements for a SUP including the distancing requirements from any school, day care/nursery (per interpretation), or other cannabis retailer. In that the City has adopted retail cannabis regulations that mandate requirements similar to other retail goods like tobacco, liquor etc., the subject property which is zoned C-2 should serve the proposed use well. As such, staff recommends approval of the SUP.

ATTACHMENTS:
1. Zoning Map
2. Aerial Map
3. Site Plan/Floor Plan
4. Development Review Comments

5. Public Input

ATTACHMENT 1

Zoning Map

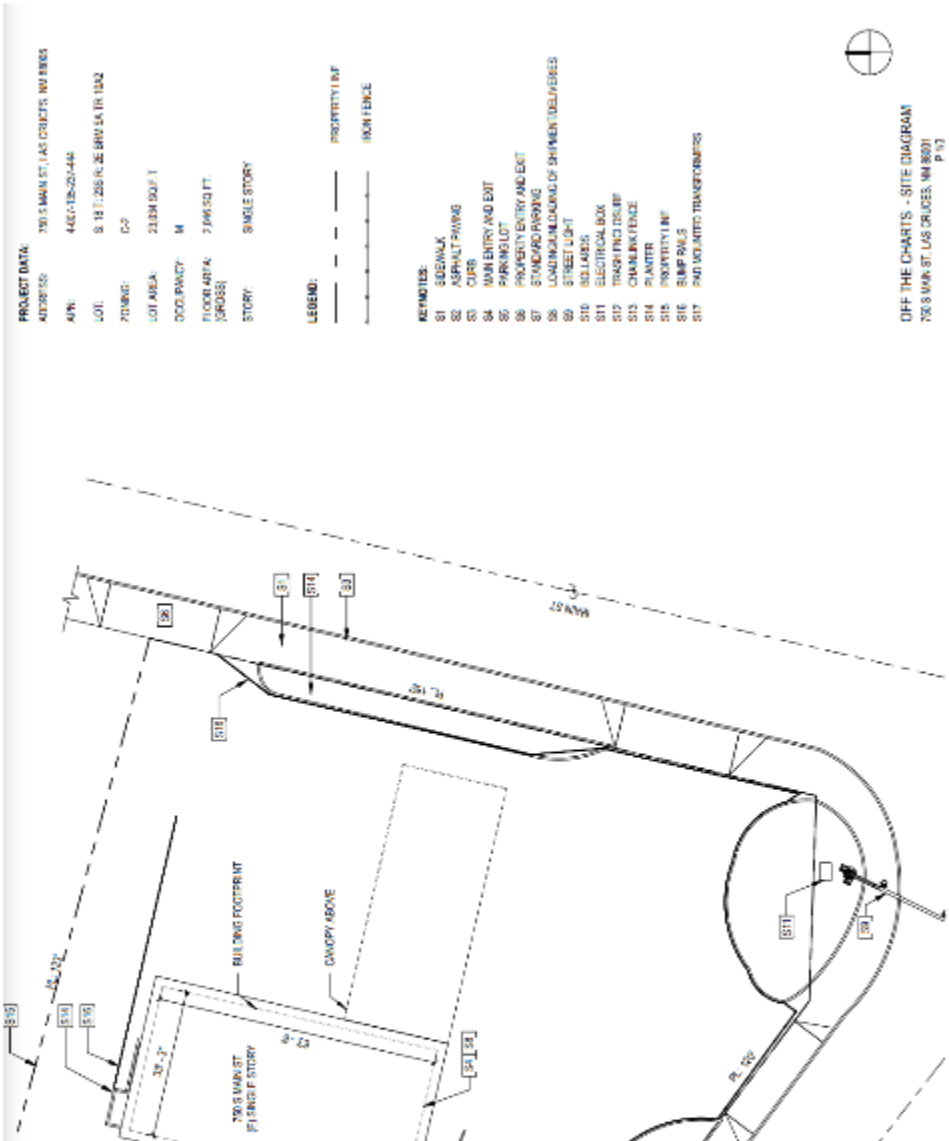


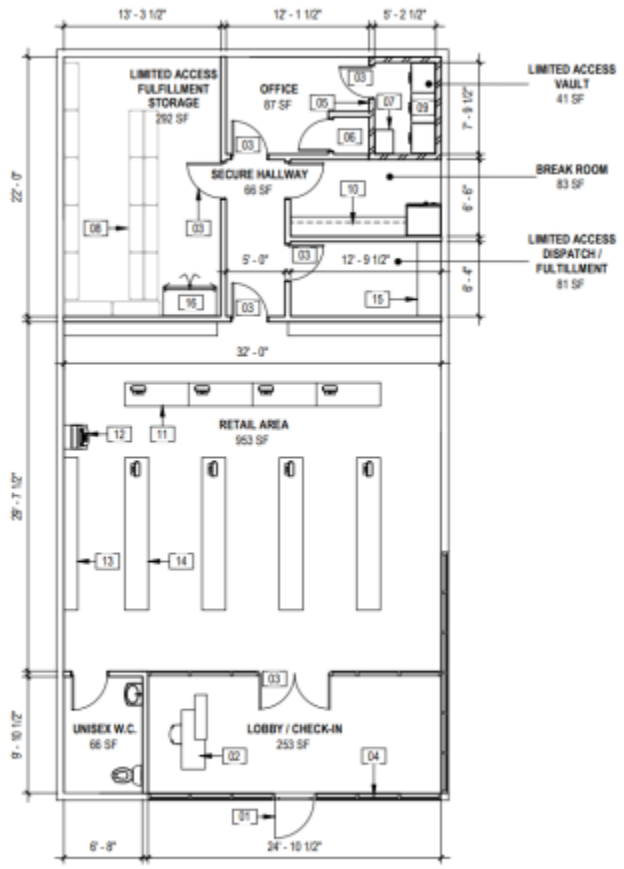
Note: Subject property is outlined in red.

ATTACHMENT 2 Aerial Map

Note: Subject property is outlined in red.

ATTACHMENT 3 Site Plan/ Fl





PROJECT DATA:

ADDRESS:	750 S MAIN ST, LAS CRUCES, NM 88005
APN:	4-007-135-237-444
LOT:	S: 18 T: 23S R: 2E BRM 9A TR 10A2
ZONING:	C-2
LOT AREA:	23,034 SQ.F.T
OCCUPANCY:	M
FLOOR AREA: (GROSS)	2,046 SQ.FT.
STORY:	SINGLE STORY

KEYNOTES:

01	RETAIL CUSTOMER ENTRY/EXIT
02	CHECK-IN
03	ACCESS CONTROLLED DOOR (SELF CLOSING, SELF LATCHING W/ COMMERCIAL GRADE LOCKS AS PERMITTED BY GOVERNING BUILDING AND ACCESSIBILITY CODES)
04	SECURITY REINFORCED STOREFRONT GLAZING
05	SECURITY MESH REINFORCED WALLS AND CEILING
06	VIDEO SURVEILLANCE AND MONITORING STORAGE
07	RECORD STORAGE
08	WIRE SHELVES
09	FIREPROOF SAFE
10	UPPER/LOWER CASEWORK
11	POINT OF SALE
12	ATM
13	WALL DISPLAY
14	DISPLAY CASES
15	LOADING/UNLOADING OF SHIPMENT/DELIVERIES
16	REFRIGERATOR

OFF THE CHARTS - PREMISE DIAGRAM

750 S MAIN ST, LAS CRUCES, NM 88001

P 3/3

AT

ATTACHMENT 4

Department Review Comments

Department: Engineering

Status: NOT REQUIRED

Department:

Planning

Status:

APPROVED

Department:

Fire

Status: APPROVED W/

CONTINGENCY:

1. Review IFC Section 1010.1.9.8 and 1010.1.9.9 for door system and component requirements. Provide information as applicable.
2. Knox box required outside front door

Department: City Utilities

STATUS: APPROVED

Department: Flood Zone

ATTACHMENT 4
Public Input

ATTACHMENT "D", Approved Minutes

PLANNING AND ZONING COMMISSION
FOR THE
CITY OF LAS CRUCES
City Council Chambers
July 26, 2022 at 6:00 p.m.

BOARD MEMBERS PRESENT:

Harvey Gordon, Chair
Luis Armando Guerrero, Vice-Chair
Joaquin Acosta, Member (arrived 6:11)
James Bennett, Member
Enrico Smith, Member
Vanessa Vega, Member

BOARD MEMBERS ABSENT:

Scott Kaiser, Secretary

STAFF PRESENT:

David Weir, Deputy Director Community Planning
Katherine Harrison-Rogers, Senior Planner
Vincent Banegas, Interim Planner
John Castillo, CLC Planner
Adrian Guzman, CLC Communications
Becky Baum, Recording Secretary, RC Creations, LLC

1. CALL TO ORDER (6:00)

Gordon: Good evening and welcome to the July 26, 2022 meeting of the Planning and Zoning Commission. I'd like to call this meeting to order.

2. CONFLICT OF INTEREST

Gordon: Is there anybody on the Commission at this time who has any conflict of interest? No. All right.

3. APPROVAL OF MINUTES – June 28, 2022

Gordon: Can I get a, is there anybody who has any corrections to the minutes? No. All right, then I need a motion to approve the minutes.

Bennett: I make a motion to approve the minutes.

Gordon: I need a second.

E. Smith: I second.

Baum: Board Member Vega

Vega: Yes.

Baum: Board Member Smith.

E. Smith: Yes.

Baum: Board Member Guerrero.

Guerrero: I wasn't here so I abstain from voting.

Baum: Thank you. Board Member Bennett.

Bennett: Yes.

Baum: Chair Gordon.

Gordon: Yes.

Baum: Thank you.

4. POSTPONEMENTS

Gordon: Okay. There were no postponements.

8. NEW BUSINESS

8.1 750 S. Main Street Special Use Permit: A Special Use Permit (SUP) to allow a Cannabis Retail establishment within the required 300-foot buffer distance of a R-1a (Single-Family Medium Density) residential zoning district. The subject property is located at 750 S. Main Street, is zoned C-2 (Commercial Medium Intensity), within Council District 4, and is ± 0.498 acres in size. Submitted by Norman Yousif on behalf of Mayflower Enterprises LLC, property owner. (22ZO1000081)

Gordon: Okay, so then we'll go to new business. Mr. Banegas.

Banegas: Mr. Chairman, Commissioners. Vincent Banegas, Interim Planner. I'll be presenting the following case involving 750 South Main Street. It is a Special Use Permit request for Case 22ZO1000081. Current conditions involve the following: the property is presently zoned C-2. Originally developed as a gasoline service station back in the day, it now exists and has existed for several years now as a used car dealership. It's my understanding that the current owner is seeking retirement and hence the opportunity to acquire the property is taking place, which now triggers the need for this request.

The property is located at the northeast corner of South Main Street and Alameda Boulevard and involves roughly, just shy of half an acre size. The surrounding neighborhood is primarily retail and office. And those are the immediate properties that surround the subject property. The R-1a zone which is the zoned single-family residential zoning in question which triggers the need to come before you, is located a little bit further to the west. And the supporting zoning districts that involve all these uses, both retail, or I should say residential and nonresidential, involve the R-1a which is our medium density residential zone, our O-1, which is our low intensity office with limited residential, our C-1, which is our low intensity commercial, C-2 is medium, C-3 is high intensity commercial, and then of course our Downtown Development Code with a subzone of downtown. That downtown district basically surrounds the subject property on the north and falls within our downtown area or CBD.

Here is a zoning map that illustrates what I have spoken to. This is the DT and designation for the Downtown. Subject property is outlined here in red. You do have

C-1 zoning immediately adjacent along Alameda Boulevard, more or less serving as a land use buffer if you will to the R-1a or the single-family development located here. Farther north you have C-2 zoning, and you also have some C-3 zoning further south of the subject property, some O-1 here. So there is a distinct band of nonresidential zoning that exists along Alameda Boulevard, again serving to buffer the subject property in question.

This is the aerial view of the subject property, once again. This to the east you have a lot of state and of course Las Cruces Public School offices, administration building here. You do have a lot of retail and office in the Downtown District, and some low intensity retail, some office, and some medical office located in this proximity in the band along Alameda. At the El Molina Boulevard, Alameda Boulevard intersection on this subject property, there does exist a medical marijuana facility that is grandfathered in that was allowed pursuant to previous requirements or regulations that were in effect prior to our cannabis regulations, meeting state standards at the time. And a lot of those throughout the City, those that came in as medical marijuana, some are opting to do the retail cannabis much like what is being requested here at this intersection.

So some history with the subject property, the building that sits there was constructed in 1970. At the time it appears to have met all the building requirements and zoning requirements of the time. And it has been commercially zoned since pre-1970 which serves as our base year for zoning designations in our research. It is presently C-2 as indicated. The proposal that has been submitted is to place a retail cannabis store at this location. The site meets all of the distance requirements except for those involving the single-family residential zoning district boundary. What you may find is the applicant for the cannabis business who has a presentation this evening may show a

different distance, buffer distance from the perimeter of their proposed building to the single-family residential district. It appears as if they took their dimension from footprint to actual single-family footprint as opposed to district boundary. So my measurement comes to 218 feet. It's approximately 82 feet of a shortfall to the required 300 foot distance. Again, all other buffer distances are met and those are from cannabis to cannabis, and other requirements such as schools and daycares.

Ultimately, if approved this evening, the use will have to follow both CLC and State in New Mexico regulations governing cannabis and related retail activity. These are a couple of snapshots of the information they provided, to the left is a site plan showing the proposed layout, the building with the canopy, that is existing It certainly does appear based on the snapshot on the right that there will be some interior work in order to make it compliant with necessary cannabis regulations. You do have some of the parking outlined here which would indicate ingress egress along Alameda Boulevard at this location. And they do specify a shared ingress/egress point as another primary point of access for the property indicating access from there to these 90 degree stalls along this area. It's my understanding, at least at present there are some gates that close off this entry and this entry, and certainly as the permit gets reviewed for any and all interior work, those will be identified as areas of concern in that they're in very close proximity to one another, and certainly at the intersection of the two arterial roadways. So I don't see those being an issue. They're certainly not now because they're not used, but I think that'll continue in the future, if again this is approved.

A couple of photos showing the site. Currently again, used car dealership, and these are a little dated but nonetheless show the property as it is relative to some of the other retail

establishments along Main Street. This here is Alameda Boulevard. And of course off to my right or to the right of the slide is Main Street. A lot of the properties once again along Alameda are nonresidential in nature. And the same goes for those along Main Street. This is looking more down Main Street at the corner property here. Certainly, busy roadway, arterial designation for both roadways, so you do see quite a bit of activity. It's unlikely that any of the traffic pattern that gets generated by the proposed use is going to have a significant impact to the residential area in question. I think you're going to see much of the same in terms of use and traffic demand that the proposed use may generate. And then bottom slide is just showing from the Alameda side the subject property, and you'll notice that immediately adjacent to the subject property off to the north, it used to be a car repo lot. So for the most part it's vacant,, it's used to little degree, just for the purpose of storage if you will of the vehicles. And they shot down Alameda Boulevard, again showing some of the area in question. Here's that lot that I was just talking about. The old City offices are down aways, and a lot of offices in this area.

So from a public input, notice requirement, staff did send out letters as required pursuant to code to the surrounding property owners. As a result of that effort, staff I did receive two phone calls, one of general inquiry, and one certainly from a protest slant. They indicated that there was already crime in the immediate area in the neighborhood, and they were fearful that this use might generate some additional concern. And then they did cite a cannabis location already in the proximity of the neighborhood and that's off of that El Molino location that I specified. Again, nonconforming in nature in that it was a medical marijuana establishment pursuant to State law.

The City did receive a protest letter. I did include that in your packet. The attorney who represented a client indicated that there was some procedural conflict with this process. They talked to both the Special Use Permit process and the variance process and their concern was that the SUP process, Special Use Process was circumventing that of the variance steps if you will, in terms of consideration of distances, buffered distances specifically. So from a recommendation and findings of fact perspective, staff does recommend approval. The findings for approval are as follows, except for the distance to the single-family district boundary, all other buffer distances are met. The subject property was developed pursuant to the applicable codes at the time and met said codes. And the property has been commercially zoned since pre-1970. And the property has retail, or I should just say compatibility with several other properties immediately adjacent to Alameda Boulevard. Those properties provide that buffer that I mentioned from a land use perspective between the subject property and the residential zoned area. And the ingress and egress to the subject property along South Main and Alameda should not pose any significant impact to the residential neighborhood. And the application, the proposal meets the purpose and intent of Section 38-2 of the Zoning Code. And it's also a known fact that these type of uses along with the you know Special Use request will meet all the requirements both within the Zoning Code, Building Code when permits are submitted for any interior work, and those of the State that they will follow all provisions, as necessary.

There were several goals and policies and actions of the comprehensive plan that supported this type of request, this type of use, in that it's a retail oriented use. This area falls within the Downtown Place type, which is suggestive of a mix of residential and nonresidential land uses associated with a

thriving central business district. The predominant land uses include residential, civic, commercial, lodging, and retail. And from a goal policy perspective, the supporting language speaks to mixed use neighborhoods, expanding economic opportunities, increase in employment opportunities and economic security, and the provisions for wide range of business types along key corridors and thoroughfares.

So your options with this request this evening are as follows; you can vote "yes" and approve the request, vote "no" and deny it. If you take that route please provide your findings of fact in that the ones presented this evening are in favor of the request. You can vote "yes" with conditions and make that a part of your motion, or you can vote to table. And once again, Mr. Chairman, I believe the prospective business owner has a presentation. And I also believe Mr. Gary Sandler, who's a representative for both seller and buyer may be in attendance this evening and may also have a few words. So that concludes staff's presentation.

Gordon: Thank you Mr. Banegas. Is there anybody from the Commission who has any questions? Okay, Mr. Acosta.

Acosta: And perhaps it's going to be addressed here in the presentation, I just wanted to clarify if this space is going to be used for consumption as well.

Banegas: Mr. Chairman, Commissioner Acosta. I'll let the applicant speak to that issue. It's my understanding based on the application that it was just retail.

Gordon: All right. Anyone else? I have a question just before you sit down. Just so we, this is just for clarification so everyone understands, your measurement is from the property line and not the edge of the building, correct.

Banegas: Mr. Chairman. My measurement as required by the code is from the building footprint of the proposed use, the cannabis use, to the zoning code district boundary. Those boundaries are typically middle of the right-of-way.

Gordon: So it doesn't go from the edge of the building is that what you're saying, all the way across the street.

Banegas: So in this case, my measurement was right where the arrow is pointing to, which is the corner of the building.

Gordon: Right.

Banegas: And then it goes to that location to the nearest point which happened to be right here in the right-of-way. That's the R-1a district boundary that is closest to the edge of the building.

Gordon: And that's within 300 feet.

Banegas: That's within 300 feet.

Gordon: All right. Thank you. Okay, is the applicant have anything to add, would like to speak? If you come forward and give your name and address and let me swear you in please.

Maddox: Good evening. My name Sean Maddox. Address 455 Linden Street, which is actually in Laguna Beach, California.

Gordon: All right, let me swear you in please. Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Maddox: I do.

Gordon: All right. Thank you. Go ahead sir.

Maddox: Want to try to get this presentation up. Before I do, I'd like to thank the Commission and Chair for having me here tonight. I'd also like to

clarify the question with regard to consumption, no consumption is planned on site. Just want to give a quick presentation and breakdown of the site and our proposed business.

So again, my name is Sean Maddox. I'm here on behalf of Off The Charts and our request for a Special Use Permit for the location at 750 South Main Street. As brought up earlier, the special use parameters are really based off of the Cannabis Regulation Act which gives local jurisdictions the right to decide time, place, and manner rules. The Las Cruces Municipal Code for cannabis retailers in the C-1, C-2, and C-3 zone require buffers from school, daycares, and commercial schools, which we meet. It also requires a buffer from single-family residential zones, as well as other cannabis retailers. In our scenario, we meet all buffers except for the single-family residential zone. I do want to call attention to the bolded which lays out the fact that the municipal code makes an express exception for a Special Use Permit when any of the single-family residential zone is impinged on.

Just a quick background, Off The Charts has been looking at Las Cruces since the beginning of the year. We want to be in this community. It's a great fit for our store, and kind of our business ethos. It's been very hard to find property because of the buffers and zoning, and we've actually passed up on multiple locations because of being closer to residential or impinging on one of the other buffers. This location seemed to be unique in that it was pretty far distant. As mentioned, there's actually a kind of land use buffer, as well as a four lane you know arterial thoroughfare which provides a buffer between this location and the residences. Once we found this location, we immediately reached out to City planning to have a preapplication meeting to discuss a request for a Special Use Permit to see whether or not they agreed with and would support it. Based off of that

preapplication meeting, we submitted a permit as quickly as possible. And that led to us being here in front of you today.

Just a quick slide on the site and context. As was mentioned in the staff report, this actually measures from the edge of building to edge of building, not from edge of building to edge of zoning district, and these measurements show that it's approximately 261 feet away. We're not here to debate the distance, we know that we're within the 300 feet, but we do feel you know again based off of the site map that South Alameda Boulevard and the C-1 buffer kind of creates I think a special case where we're not next door to residential. And many of the concerns that would be related to proximity to residential are abated.

On the next slide, I want to bring up just kind of path of travel distances as another way to kind of contextualize the distance between the site and the nearest residential. The closest pedestrian path of travel is over 638 feet. And then the closest path of travel for vehicle is over 315 feet. So in both cases, over 300, and again kind of shows that the accessibility to residential from the site is pretty attenuated.

Just want to give a quick background of the business for the sake of the Commissioners, I think to provide context on the economic benefit of approval. Off The Charts is a cannabis retailer that's been in operation since 2018. They have six current operational facilities in California, and have expansions at about one per month over the next year with more locations in California as well as locations in New Jersey, Ohio, and Albuquerque, New Mexico. We did look for Las Cruces before Albuquerque, but again hard to find the property, so prolonged that getting us here.

All of Off The Chart stores feature robust community integration initiatives. It's part of being a sensitive use. We're coming to a

neighborhood we want to be good actors, we want to fit in, as opposed to stick out. Part of these integration measures include an open house. Anytime we open a facility about two to three weeks before opening our doors, we send out notices to surrounding neighbors, City staff, police department, and have people come and voice their concerns, get to know us, get to meet our community liaison, and know that we're here to serve the community and appease any concerns that they may have. Another unique thing that we do is we have employee volunteer participation. So we actually pay employees to go participate in community outreach and do community service initiatives.

We're focused on local hiring to create economic opportunities for the cities that we operate in. If granted, the SUP will immediately join the Chamber of Commerce here. And then another kind of unique thing is that we do host on site workshops and events, and these are things that are just kind of outreaches to the community. You know we provide information on cannabis use, responsible use, you know warnings about usage, dangers of usage, and all of those things. In addition to our general outreach, we have robust nuisance mitigation procedures. We have a robust odor control plan, which we'll hit on on the next slide. We typically have a traffic control plan for all of our sites to make sure that our traffic doesn't impede on the surrounding neighborhoods. And then a unique feature, some cities require it but we do it at all of our locations is having a 24/7 community liaison. It's usually a local manager who's available to City staff and neighbors if any concerns or complaints come up surrounding the business.

Typically, the site's security is a big concern. I saw one of the phone in communications was relating to security. Studies have actually shown that cannabis businesses increase

security in surrounding neighborhoods. We will be having 24 hour security and monitoring. There will be surveillance on site, which has exterior license plate reading capability, interior facial recognition capability. Everything on site, you know will be locked up at the end of the day and is heavily secured. But you know inclusion of roving security patrol, 24 hour security, and alarm and monitoring with live feed to local law enforcement actually makes these facilities safer than the businesses that preceded them. More neighborhood compatibility, again, odor control I think typically comes up with these facilities and wants to make sure that you don't have a stinky pot shop on the corner of your big business district. We do implement best in practice procedures for odor mitigation, that includes negative pressurization of an HVAC with our activated carbon filtration. Essentially, we have an HVAC system that pulls more air out of the facility than is let in so if somebody opens an exterior door, air comes in, anything that gets pulled through our HVAC system is filtered through these activated carbon filters to ensure that no odors escape the facility. Additional measures you know we implement green practices and design of our buildings as well as our standard operating procedures.

Lastly, just a quick summary of our community impact. Our current six locations are averaging around or over $10 million in revenue at each location. We think that we can do similar numbers here in Las Cruces if we do it right. That would allow us to create robust local employment opportunities. We're projecting over a million dollars in annual salary, wages, and benefits to the local community. At all of our locations we give wages at or above the local living wage, which means that a starting hourly would be at least $15.32 to any employee on site. We also emphasize local hiring and social equity hiring. Local hiring and promoting within is a key of all of our stores. I think we have over 75% local hiring in all the

cities and counties that we operate in. And we also focus on hiring socioeconomically affected communities. This includes veterans, immigrant communities, as well as focusing on communities that were impacted by the war on drugs. You know kind of as a last point, we have looked at the site, we do plan some pretty hefty renovations to the interior as well as the exterior. We'll be doing exterior rehabilitation. We plan on doing some landscaping, when we work through the planning process. You know, we're looking at over a half million dollars in investment to the site, which will bring up the aesthetic of the exterior and the community. And then in addition to that, you know based off of revenue we do proportion a percentage of our funds to local associations. And as mentioned earlier, we work with our staff to make sure that we're felt within the community through servicing local community organizations.

That's the end of the slide show. Again, I'd like to thank staff for the recommendation. And we ask that the Commission follow staff's recommendation. But really we're looking at this as a unique opportunity to be here in your community. We view it as a relationship with the community. We're not coming in here trying to impose our will, we're trying to come in here, be a good neighbor, create economic opportunities, and do something that's going to better your community. So I hope staff takes that into consideration. And I appreciate your time. And if you guys have any questions, I'm happy to answer them.

Gordon: Thank you very much for your presentation. Is there anyone on the Commission that has any questions? Commissioner Vega.

Vega: Thank you. Thanks for the presentation. I like that you mentioned reaching out to veterans, people that have been affected by war on drugs. What does that actually look like in

terms of hiring and bringing those individuals into your establishment?

Maddox: So usually we'll look for local veterans associations and make sure that we're posting to any job boards and things like that. We prioritize it in the hiring process, but at the end of the day for equal opportunity employment reasons we can't ,say you're a veteran, we're going to hire you. But you know it's taken into consideration. And we usually work with just local veterans organizations to ensure that they're given access and reached out to when we're bringing on new employees.

Vega: And as far as individuals that have been affected by you know misdemeanor crimes, and now can you know, how do I want on to say this, *(inaudible)* the war on drugs. How do you find and what are your hiring practices, like if you have someone that had like a misdemeanor or something that was related to small amount of marijuana?

Maddox: So we do run background checks on the majority of our employees just based off being a sensitive use in general. In most states that we operate in, we're not allowed to hire felons and people of know higher convictions. But again this kind of goes back to the local community and working with local associations. Most communities have some type of social justice initiative or organization that we'd reach out to and place job placements. In other states and cities we've also hosted expungement clinics. So anybody who would show up, we would say, hey look you know we're looking to hire people like you who have been wronged by the war on drugs and try to bring them into the interview process and make sure that they've got a shot at getting a job with us.

Vega: That's all I have. Thank you.

Gordon: Anyone else? Just put your light on and I'll know. Commissioner Acosta.

Acosta: Got it right here, so just wanted to ask how much you were aware or if you are aware of the Elevate Las Cruces plan?

Maddox: We are not.

Acosta: Okay. And other than that, I just, any sort of experience working with any of your other you know planning and zoning committees in any of your other various cities on what you guys have done to help develop some of the character of the neighborhoods that you're entering?

Maddox: Yes, I mean we've got extensive experience because we've opened six, and we've got another 12 in process right now. So you know, this is a collaborative process. We look to planning and zoning. We accept conditions of approval when asked upon us. You know in designing the building, and building it out, you know obviously there's some interior things that we need to do. But beyond that again it's a collaborative process with the City and their commissioners and anybody on their review boards. So we've got extensive experience there. And then you know our community relations and community liaison outreach is typically the one that's going to be reaching out to Elevate Las Cruces or some of these organizations to make sure that we're finding the right people within the community to work with and emphasize our efforts on.

Acosta: Thank you. And I just do think it'd be great for you to you know make yourself aware of it as you're going to be at one of the most highly trafficked corridors here you know in town. If that's the case El Paseo road right there between Alameda and El Paseo is a big part of some of that future Elevate development plan here for the City. So I think as a big time company coming in and something like that,

that'd be some considerations that I'd like to see on my side if we were to push those things through.

Maddox: Absolutely.

Gordon: Anyone else?

E. Smith: I just have a comment.

Gordon: Commissioner Smith.

E. Smith: I've been living just a few blocks away from the current business for 23 years. And I just wanted to address the concern that one of the public had about increasing crime. I don't know how many are you are familiar with the Kilby Hotel. It's been a real problem with crime in that area for a long, long time. I just want to state that I don't think having a cannabis business here will have any increase or negative impact on crime in that area. If anything, as the applicant stated, you know it may be even less crime. But I just want to just state that. I'm very familiar with that area after living here for such a long time.

Gordon: Anyone else? I have a question. How many employees do you think you're going to have?

Maddox: If all goes to plan we're hoping over 30 employees, and upwards of 40 to 50. And a lot of that just depends on you know revenue and flow rate and how many people we're seeing, but we think at least 25, more likely in the 35 range.

Gordon: And you're going to be local hiring.

Maddox: Absolutely.

Gordon: Is this a publicly owned company or is this all private?

Maddox: It's a family owned. And I love working for them. It's a husband/wife team. They started

modestly. They haven't taken any big investors yet and they've you know expanded on the fruits of their labor. And they've been really successful. And you know part of this is treating their staff right and being proper in the communities that they work in. I've loved working for them. I have ownership in a few of their shops and plan to here, but it's definitely not a public. You know we're one of the bigger operators in California, but we don't operate like a public company.

Gordon: All right. Thank you. Is there anyone else from the applicant who wishes to speak? If not, is there anyone from the audience who wishes to speak? You have to, just please wait, wait a minute, hold on a second, just let's do this in order. There to be three people. Please raise your hand again. Three people. Okay, so let's start here on the right with the gentleman in the front. I'll give you three minutes. That's a long enough time I think. If you will please give us your name and address and let me swear you in.

Sandler: My name is Gary Sandler. And my address is 201 North Church Street here downtown in my business.

Gordon: Okay. Do you swear or affirm the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Sandler: I do.

Gordon: All right sir. Go ahead,

Sandler: Commissioner and, Chairman. I really appreciate the opportunity to talk to you all here tonight. I just wanted to touch on about three points that were previously touched on from a real estate perspective, since I'm representing the buyer and the seller. And I have been in real estate for, I don't even want to say, almost 50 years. I started when I was seven. I want to talk about the family business.

I know these folks. I've been interacting with them for a number of months. And as this process began, and I hear the kids in the background, and it really is truly a family business. And I appreciate what they're doing. They're really doing it on their own from the ground up and they're really successful at it.

The second point I want to make is about the distance, the buffer there. If you all are familiar with that particular area, you can't even see the housing, really you have to make an effort to see where the houses are. There's quite a bit of retail and commercial around that area. But I think the last point I want to make and probably the most important is I've been talking with the owners about their plans for the physical location itself, and they have a plan to turn that corner into something that Las Cruces could be proud of. And if you look at it now I mean it's a 40 year old, 50 year old gas station. This metal sticking out all over the place. And I think what they're going to do with landscaping, and the building itself is going to really enhance the gateway to downtown Las Cruces. And that's all I have.

Gordon: All right. Thank you. Then I believe the gentleman in the rear on that side. Thank you. Will you come forward and state your name and address and let me swear you in please. I'll give you the same three minutes.

Fanning: Yes, my name is Jed Fanning, and I'm representing Citizens Bank. Addresses is 505 South Main.

Gordon: Okay. Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth of the penalty?

Fanning: I do.

Gordon: Go ahead, sir. Thank you.

Fanning: Mr. Chairman, Commissioners. The existing zoning requirement for a 300 foot buffer distance between a cannabis retail establishment and single-family residential zoning district is based on standards and guidance initially laid out for retail cannabis sales. With retail cannabis sales new to Las Cruces community and New Mexico deviation should not be considered until long term data shows the impact to residential zoning close to this 300 foot buffer. Making deviations now cannot be supported by any statistical data. Most importantly, deviations dilute the intended purpose of the original zoning buffer. Said another way, granting this Special Use Permit would set a precedent that runs the risk of negatively impacting the intent and the benefits of having a defined buffer area between residences and retail cannabis. Not only do residential properties fall within this 300 foot buffer as has been pointed out, but two entities that cater to minors are within or very close to that 300 foot buffer. The Tutti Bambini Children's clothing store is one, and then across the street to the east and southeast is the Challenger Learning Center of Las Cruces. So therefore, I would encourage you to take this into consideration and not approve a Special Use Permit. Thank you for your consideration

Gordon: Okay. Thank you. I believe the gentleman on the back, yes sir. You can have the same three minutes, just please give us your name and address and let me swear you in.

Thank you Commissioner. I speak a little bit English but I'm understand most of what you guys talking about.

Gordon: Okay, but please first I need your name.

Rivera: My name is Jose Antonio Rivera, a.k. Tulsi.

Gordon: Okay let me swear you in first. Do you swear, raise your hand, and affirm that the testimony

you're about to give is the truth and nothing but the truth and penalties of law?

Rivera: Yes sir.

Gordon: Fine. Go ahead.

Rivera: Okay. I live in 375, close to the other dispensary and now they could open another dispensary. And I'm going to be victim of many, many crimes in the apartments that I live. And I think it's not benefits for the community to open another dispensary close to what we got another one. We have the other one. So broke my car many times, in my apartment windows get broke and I think so it's just not me, it's a lot of people is having a lot of complaints about this other new business that's coming to town. And this is my concern. That is not a safe for the neighbors. It's not safe for the people who's going to eat to the Denney's restaurant in there, and to the community. That's my concern.

Gordon: Okay. Thank you. Is there anyone else? Ma'am. Please state your name and your address and let me swear you in please.

Taylor: Okay. My name is Billy Taylor. My address is 5740 Vista Verde Road.

Gordon: Okay. Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Taylor: Yes.

Gordon: And you have the same three minutes, ma'am.

Taylor: Okay. I represent Tutti Bambini with the children's thrift store on the corner of El Molino and Alameda. I'm president of the board of directors of this organization, which was started by Sister Beth approximately 10 years ago. We've been located on that corner for 10 years. We have children coming with their

parents, especially mothers and grandmothers coming to our store. And we have some concerns about having another dispensary. Sister Beth was unable to be here this evening, so she asked me to read a short letter from her.

"I had planned to join Billies Taylor at this hearing, but I'm in quarantine because being exposed to COVID. I'm not opposed to cannabis dispensaries in our town. However, I'm not in favor of having another dispensary close to our children's thrift store on the corner of El Molino and Alameda. We're located directly south of Sacred Garden dispensary. A major concern is the safety of our customers, mostly women and children, due to the increase in traffic. The area around EL Paseo and Main and Alameda is so congested much of the time. My opinion is that adding this business will further compromise this area and create hazardous conditions for customers entering and leaving our parking lot." And that's from Sister Beth.

So and I concur with her concerns about having this business, especially if they're going to be using Alameda to go in and out of their business. So thank you.

Gordon: All right. Thank you. Is there anyone else? Gentleman, yes, sir. You'll have the same three minutes, and please give us your name and your address and let me swear you in also.

R. Smith: Reuben Smith.

Gordon: All right. Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

R. Smith: Yes, I do.

Gordon: Go ahead. Thank you.

R. Smith: First of all, let me say when I left office here some 20 years ago as mayor I told them I would never be attending meetings to give input, my views on anything, unless somebody were to ask me to come on their behalf. Unfortunately, or maybe fortunately, I happen to own property that's within the residential area. And that's where Sister Beth lives. I purchased that property years ago so that she could live there in case she got to the point, she's 80 plus years old, I hope she doesn't get to upset about that. I've only got three seconds left.

Gordon: He didn't reset the timer. Go ahead sir.

R. Smith: Thank you David. I appreciate that. Hit it again when we hit two seconds. So I purchased that property in order for her to live there in case she couldn't walk, she couldn't drive anymore. She probably shouldn't be driving now. But so she could be easy accessible. I want you to know that it's important. Billie just talked to you about Tutti Bambini. When we, the City, created Community of Hope it was Sister Beth who came with her partner Sister Anna to create the Jardin de los Niños which is part of Community of Hope. After that several years, they started and took over the Tienda which is referred to as on Alameda right now, across from this proposed development. They proceeded to give back to this community hundreds of thousands of dollars, back to the community to help the homeless, in particular, the children. When she left the Jardin, the tienda, she moved across the street and began to Tutti Bambini. And has been there ever since. Those are the kinds of things that are important to our community. And she never comes out against anything. This is the first I've known she would ever do that. She's coming out against it for legitimate reasons.

I began the downtown development over 20 years ago. And I can tell you after 20 years

we've just begun to see what downtown development can be, the redevelopment. Now we're into the Elevate Las Cruces. And we're talking about from that corner clear on down to El Paseo. It is imperative I feel that we initiate and start this particular project on the right foot. There are hundreds of locations that other well intentioned big family cannabis operations can locate in Las Cruces. I don't think we need to begin to create the perception that if you meet the requirement, oh we'll give you a little adjustment of 80 feet, no problem. And then who's to say that that empty lot next door could conceivably come for the same kind of issue. And then you'd be hard pressed, the City would be hard pressed, to deny him. I just asked you to think what is it that we want this community to look like in terms of creating a cannabis business right there in a very prime location that I am sure other retail establishments are going to jump at. I would just say, think about what you want this community to look like. And the perception, it's a perception as many times as reality, what that would create. They already have one just right across the street from them literally. I thank you. And I hope you will take that into consideration.

Gordon: All right. Thank you. Is there anybody on the Commission who wishes to ask any questions or make any comments at this point? All right. Seeing none. I'm so sorry. Turn your light on and I'll see it.

E Smith: You know once again I go back to you know my sensitivity to opposition to this business. As I stated early, I've lived just a couple of blocks away from this proposed business for 23 years. And I really, really love that neighborhood. And I have known the owner of the car dealership for many years. And I know how hard he has worked over the past decades to keep his business established there. And the growth that has happened downtown that I've been very excited about because of my time here and being a resident

there. And I understand as far as giving you know 82 foot variance on this. We've already previously made you know decisions in other businesses downtown and you know this business does meet all of you know the requirements. And this waiver is, it's actually as far as access and proximity to residences, it's actually you know it doesn't appear to have an impact. And if I wasn't so you know invested in that neighborhood about safety and crime and how it appears you know as far as having this type of business there, I would definitely be concerned about it. But I don't feel that having this business here will have that significant of an impact. So it's something that I'm taking into consideration as I think about my vote. Thank you.

Gordon: All right. Thank you. Is there anyone else? Commissioner Acosta.

Acosta: All right, and I'm just circling back here one more time. I think this is a great opportunity to come together and offer some, possibly even help with, you know Sister Beth's situation and the thrift store, and the children's thrift store that's happening there, the mom and children, women and children traffic. I think this is a great time for you and your business coming in here to align and do some great things for the community if you had that you know choice, especially in an extremely prime location where you know the 200 feet is, just looks different when it's flowing all the time, at least in my own opinion. However, I'd really, really, really encourage taking that community engagement opportunity here that you pitched in your you know very, very good cookie cutter planning and zoning presentation that you have here, but to take that time and do some tailoring to Las Cruces is going to benefit us. And I think that would you know be what we're looking for from the cannabis businesses going forward in terms of safety and stuff like that, and things that are going on in the El Paseo corridor, and in our district here and what we're trying to

have downtown look like. So I mean you're looking at you know probably stuff you've probably done before, trees, lights, neon, art, directly working with Sister Beth and that children's thrift store and coming up with something to actually help them as a local business owner here too. And you know even considerably a future competitor in that regard. I still think you have a great opportunity to look at how to make this a better place as you enter. And I think that's something that the community could benefit from if considerably, if approved. So I'd like some conditions. That's it. Thanks.

Gordon: All right. Thank you. Anyone else? All right. We're at the point now where unless there's someone else now who wishes to speak, all right if not we're at a point here where we're going to vote. But before we vote I want to apprise everybody here in the auditorium that there were two options here. If the Commission votes to approve this then the neighborhood would have 15 days to appeal to City Council. All right. If we deny it, then the applicant has 15 days in which to appeal to City Council. So knowing that, these are your options. So it's not, if in some cases it's not the end, but you do have that choice. So I think we're ready for a vote. Do I have a motion?

Bennett: I make a motion to approve 8.1.

Vega: I second.

Baum: Board Member Vega.

Vega: I vote yes, based on site visit and staff recommendation.

Baum: Board Member Smith.

E. Smith: I vote yes, based on site visit and staff recommendation.

Baum: Board Member Guerrero.

Guerrero: I vote yes as well based on staff recommendation and the comprehensive plan as well.

Baum: Board Member Acosta.

Acosta: I vote yes, but I'd like to add in the conditional of actually directly coming up with a solution with Sister Beth and making them feel taken care of and making sure their efforts here in our community have not ever feel threatened.

Weir: Mr. Chairman. Point of order. You're voting on a motion. There's been no motion made to add an amendment to that. So you'll have to go through with the voting.

Acosta: Forgive me. Motion, I vote yes based on the other motion.

Baum: Board Member Bennett.

Bennett: Vote to approve based on staff recommendations, site survey, and Elevate Las Cruces.

Baum: Chair Gordon.

Gordon: Based on findings and my site visit, when I actually found it, sorry Vince, staff recommendation, and it does follow Elevate Las Cruces, I think this really is a wonderful opportunity. I think what they're planning on doing is going to make this look very nice on that corner. So I think that with what is down the road, where the Sacred Garden I think is the name of the facility, and they've been there I think for a long time, and I don't think that this is going to make any difference in terms of what your concerns are for. So in that case, I also vote no. Therefore we have a vote of seven to nothing to approve.

Weir: So you voted yes.

Gordon: I voted yes. Excuse me. I'm sorry. I vote yes. Then we have seven to nothing.

Baum: Six to nothing sir.

Gordon: We have two, four, who are we missing?

Weir: Kaiser.

Gordon: Oh yes, I'm sorry. That's it. I'm getting there, in vote we have to six to nothing. Commissioner Kaiser is absent.

9. DISCUSSION

Gordon: Is there any discussion from the Commission? Is there anything they'd like to say? All right.

10. STAFF ANNOUNCEMENTS

Gordon: If now, how about from staff?

Weir: Mr. Chairman and Commissioners. Staff doesn't have any comments this evening either.

11. ADJOURNMENT (7:32)

Gordon: All right, then I'd like to get a motion to adjourn.

Guerrero: I make a motion to adjourn.

Bennett: I'll second.

Gordon: All in favor.

MOTION PASSES UNANIMOUSLY.

Gordon: Thank you, everyone.

_____

Chairperson

Received 8-12-22

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August 8, 2022

Via Hand-Delivery

Community Development Director
City of Las Cruces, New Mexico

Re: Case 22ZO1000081 SUP Application

Dear Community Development Director:

I'm writing on behalf of the parties identified below, to collectively appeal the decision of the Planning and Zoning Commission to approve a Special Use Permit to allow a cannabis retail establishment closer than 300' to residential properties, at issue in the above-referenced case.

The City's Ordinance provisions allowing a Cannabis Retailer in a location that would otherwise violate the minimum distance requirements provide no standard, other than that the Commission is "to determine impacts on the surrounding area." This vague standard is constitutionally questionable, as it invites the Commission "to engage in arbitrary and discriminatory enforcement" of the distance requirements. *See City of Albuquerque v. Pangaea Cinema, LLC*, 2012-NMCA-075, ¶ 12. Further, the City's zoning authority is limited by State law, pursuant to NMSA 1978, §§ 3-21-1 et seq. In particular, § 3-21-8(C) limits "variances or special exceptions" in zoning regulations to conditions that satisfy the requirements in § 3-21-8(C)(1): "(a) that are not contrary to the public interest; (b) where, owing to special conditions, a literal enforcement of the zoning ordinance will result in unnecessary hardship; (c) so that the spirit of the zoning ordinance is observed and substantial justice done; and (d) so that the goals and policies of the comprehensive plan are implemented [.]" The provision to allow a particular use otherwise in violation of the Cannabis Retail conditions without any legal standard is contrary to the provisions of § 3-21-8(C)(1). Calling the process a "Special Use Permit" seems to to evade the statutory requirements for variances or special exceptions. I find nothing in the publicly available materials that provides any substantive reason for granting what is effectively a variance to the zoning requirements, consistent with my analysis that the "SUP" is actually a variance request subject to a standard that should be held to be unconstitutionally vague.

Appellants disagree that the SUP is appropriate factually, or legally, and are concerned f the City approves the above-referenced Application, it will have effectively voided the 300' distance requirements for Cannabis Retail. Any future denial in any other location would be arbitrary and capricious.

I look forward to receiving notice of the date for the hearing on this appeal.

Cordially,

Karen E. Wootton

Karen E. Wootton

AKA, LLC

By: Brad Beasley

Tutti Bambini

Billie Taylor, President

Sister Beth Daddio, Manager, Tutti Bambini,
Founder, Jardin de los Niños, and area resident

Ruben Smith

City of Las Cruces

City Council Action and Executive Summary

3023; Council Bill 23-017

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

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A		
1st Reading:	January 3, 2023	**Adopted:**	February 6, 2023
Drafter:	Erika Jaquez	**Department:**	Financial Services
Program:	Treasury	**Line of Business:**	Revenue Management

Title: **AN ORDINANCE REPEALING SECTIONS 2-1206 THROUGH 2-1211 AND ENACTING NEW SECTIONS 2-1206 THROUGH 2-1213, LCMC 1997 AS AMENDED, ENTITLED INVESTMENT POLICY.**

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

PURPOSE(S) OF ACTION:
Updating the investment policy.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
On July 15, 1985, the City Council enacted and approved Council Bill No. 86-04 Ordinance No. 618, an Ordinance establishing the policy and procedure regarding the deposit and investment of City monies.

On November 21, 2005, the City Council enacted and approved Council Bill No.06-034 Ordinance No. 2244, and Ordinance repealing sections 2-2106 through 2-1214 and enacting new sections 2-1206 through 2-1211

From time to time, it is necessary to review and update the investment ordinance in order to keep pace with changes in the financial environment. The main purpose for the update in the investment policy is to add an investment adviser section and internal controls section.

The City's Finance Select Committee was consulted in making these changes. Additionally, information from organizations such as Government Finance Officers Association (GFOA), the City of Albuquerque, City of Santa Fe, and City of Rio Rancho was used for guidance of the investment policy changes.

SUPPORT INFORMATION:
Exhibit "A" Investment Policy Ordinance
Attachment "A" Redlined Investment Policy Ordinance

PLAN(S):
Department Strategic Business Plan

COMMITTEE/BOARD REVIEW:
Finance Select Committee

DOES THIS AMEND THE BUDGET?:
☐ Yes

☒ No

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

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the update to the Investment Policy in order to keep pace with changes in the financial environment.
2. Vote "No"; this will not approve the update to the Investment Policy in order to keep pace with changes in the financial environment.
3. Vote to "Amend"; this would modify and could postpone the update to the Investment Policy.
4. Vote to "Table"; this would postpone updates to the Investment Policy.

ORDINANCE 3023; COUNCIL BILL 23-017

AN ORDINANCE REPEALING SECTIONS 2-1206 THROUGH 2-1211 AND ENACTING NEW SECTIONS 2-1206 THROUGH 2-1213, LCMC 1997 AS AMENDED, ENTITLED INVESTMENT POLICY.

The City Council is informed that:

WHEREAS, under the authority and direction of Article X, Section 6 of the Constitution of the State of New Mexico in Article V, Section 5.11 of the City Charter of the City of Las Cruces, New Mexico, the Council is required to adopt an ordinance establishing the policies and procedures to be followed in the handling of the depositing and investment of City monies; and

WHEREAS, on July 15, 1985, the City Council enacted and approved Council Bill No. 86-04 Ordinance No. 613, and Ordinance establishing the policy and procedure regarding the deposit and investment of City monies; and

WHEREAS, on November 21, 2005, the City Council approved Council Bill No. 06-034 Ordinance No. 2244, and Ordinance repealing Sections 2-1206 through 2-1214 and enacting new sections 2-1206 through 2-1211; and

WHEREAS, from time to time it is necessary to review and update the investment ordinance in order to keep pace with changes in the financial environment; and

WHEREAS, the main purpose for the update in the investment policy is to add an investment advisor section and an internal controls section; and

WHEREAS, the City's Finance Select Committee was consulted in making these changes; and

WHEREAS, information from organizations such as Government Finance Officers Association (GFOA), the City of Albuquerque, City of Santa Fe, and City of Rio Rancho was used for guidance of the investment policy changes.

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

(I)

THAT the LCMC 1997, Sections 2-1206 through 2-1211 are hereby repealed.

(II)

THAT the LCMC 1997, Sections 2-1206 through 12-1213 are hereby enacted as shown in Exhibit A.

(III)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

DIVISION 2. INVESTMENT POLICY[1]

Sec. 2-1206. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Internal control refers to rules, policies, or procedures adopted to ensure the accuracy of finance and accounting, protection of assets, accountability, and prevention of errors, risks, and fraud.

Investment officer means the finance director or designee.

Liquidity means the ease at which a balance can be converted to cash, or at which a security can be bought or sold in the market.

Market average rate of return means the 3-Month Treasury Bill rate.

Material interest means any financial interest that may, or may appear to, influence judgment.

Portfolio means a collection of securities held by an individual or institution.

Short-term investment fund means a fund that invests in short-term money market investments of high quality and low risk.

SIPC means Security Investor Protection Corporation.

Yield means the annual rate of return on an investment, expressed as a percentage of the investment.

(Ord. No. 2244, § II, 11-21-05)

Sec. 2-1207. Policy declarations.

(a) It is the intent of this division to establish the authority and procedures for the investment of the city's funds in an effort to:

(1) Maximize investment returns while minimizing risk;

(2) Maintain a level of liquidity to ensure meeting all operational and unanticipated cash needs;

(3) Allow for diversification of the city's portfolio in terms of maturity, instrument types and credit to help reduce the overall risk while attempting to safely attain a market average rate of return. The investment officer shall take into consideration economic and other pertinent factors in determining the portfolio's diversification and make changes as necessitated.

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[1]Editor's note(s)—Ord. No. 2244, §§ I and II, adopted November 21, 2005, amended the Code by repealing former div. 2, §§ 2-1206—2-1214, and adding a new div. 2. Former div. 2 pertained to similar subject matter, and derived from the Code of 1988, §§ 2-101—2-109.

Charter reference(s)—Investment of public funds, § 5.11.

(b) The criteria for selecting investments and the order of priority shall be as follows:

(1) Preservation and *Safety.* Preservation and safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

(2) *Liquidity.* The investment portfolio shall remain sufficiently liquid to meet all operating requirements.

(3) *Yield.* The investment portfolio shall be designed with the objective of attaining a market average rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs.

(c) The standard of prudence to be applied by the investment officer shall be the prudent investor rule, which is: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived." The prudent investor rule shall be applied in the context of managing the overall portfolio.

(d) Ethics and conflicts of interest. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Officers and employees shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio.

(Ord. No. 2244, § II, 11-21-05)

Sec. 2-1208. Allowed investment instruments.

Under this division, the following are allowed investment instruments:

(1) United States Treasury obligations. Securities backed by the full faith and credit of the U.S. Government including direct obligations of the U.S. Treasury and obligations of certain U.S. Government agencies and instrumentalities which are guaranteed by the U.S. Treasury.

(2) United States Government agency and instrumentality obligations. Securities issued or guaranteed by U.S. Government agencies, instrumentalities or sponsored enterprises, with the implicit guarantee of the U.S. Government.

(3) Obligations of state and local governments, school districts and public authorities which are rated in the top three rating categories by a nationally recognized rating agency.

(4) Accounts of deposit at federally-insured financial institutions (includes, but is not limited to savings accounts and checking accounts).

(5) Money market funds, mutual funds, and similar funds whose portfolios consist solely of allowed investments.

(6) Commercial paper rated not less than A-1, P-1, F-1, also known as “prime” quality, or equivalent by a nationally recognized rating agency.

(7) Repurchase agreements and forward delivery/purchase agreements whose underlying purchased securities and/or collateral consist of allowed investments described in subsections (1) or (2) of this section with a provider rated, or whose obligations under the agreement are guaranteed by a financial institution rated, in either of the two highest rating categories by a nationally recognized rating agency.

(8) The "short-term investment fund" or other similar pooled funds maintained by the treasurer of the state.

(9) Any other investment specifically authorized by ordinance allowing the issuance of bonds or other securities or by an indenture or escrow agreement relating to bonds or other securities.

(10) Money identified as long-term (money available for investment for more than one year) may be invested in the pools of the New Mexico State Investment Council (SIC). The identified money, specific pools, diversification, and the proposed investment shall be reviewed and approved by the city council no less than once a year.

(Ord. No. 2244, § II, 11-21-05)

Sec. 2-1209. Security for deposits of public money.

Deposit of public money pursuant to subsection 2-1208(4) shall be secured in compliance with applicable state law.

(Ord. No. 2244, § II, 11-21-05)

Sec. 2-1210. Safekeeping of securities.

(a) No city funds to be invested in negotiable securities shall be paid out unless there is a simultaneous transfer of securities either by physical delivery or, for uncertificated securities, by appropriate book entry to the city or to a third-party safekeeping financial institution acting as agent or trustee for the city, which agent or trustee shall furnish timely confirmation to the city.

(b) Notwithstanding subsection (a) of this section, securities may be held in street name with an SIPC insured broker or dealer at a level not to exceed the amount of the SIPC insurance plus any insurance provided by an insurance company which has received an A+ rating by A.M. Best and Company.

(Ord. No. 2244, § II, 11-21-05)

Sec. 2-1211. Quarterly reports.

The investment officer shall prepare a quarterly report of the status of the city's investment fund. The report shall include the fund performance for the quarter and a breakdown by type of securities in the portfolio at the end of the quarter as well as current book and market values.

(Ord. No. 2244, § II, 11-21-05)

Sec. 2-1212. Investment adviser.

The city may engage the services of an external investment adviser to assist with the management of the city’s investment portfolio in a manner that is consistent with the city’s investment policy. The city will retain and act with full discretion on all investment decisions. The adviser must be registered under the Investment Advisers Act of 1940.

Sec. 2.1213. Internal controls.

The investment officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the city are protected from loss, theft or misuse.

Secs. 2-1214—2-1240. Reserved.

PART II - MUNICIPAL CODE
Chapter 2 - ADMINISTRATION
ARTICLE V. - FINANCE
DIVISION 2. INVESTMENT POLICY

DIVISION 2. INVESTMENT POLICY[1]

Sec. 2-1206. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Internal control refers to rules, policies, or procedures adopted to ensure the accuracy of finance and accounting, protection of assets, accountability, and prevention of errors, risks, and fraud.

Investment officer means the finance director or ~~his~~ designee.

Liquidity means the ease at which a balance can be converted to cash, or at which a security can be bought or sold in the market.

Market average rate of return means the 3-Month Treasury Bill rate.

Material interest means any financial interest that may, or may appear to, influence ~~our~~ judgment.

Portfolio means a collection of securities held by an individual or institution.

Short-term investment fund means a fund that invests in short-term money market investments of high quality and low risk.

SIPC means Security Investor Protection Corporation.

Yield means the annual rate of return on an investment, expressed as a percentage of the investment.

(Ord. No. 2244, § II, 11-21-05)

Sec. 2-1207. Policy declarations.

(a) It is the intent of this division to establish the authority and procedures for the investment of the city's funds in an effort to:

(1) Maximize investment returns while minimizing risk;

(2) Maintain a level of liquidity to ensure meeting all operational and unanticipated cash needs;

(3) Allow for diversification of the city's portfolio in terms of maturity, instrument types and credit to help reduce the overall risk while attempting to safely attain a market average rate of return. The investment officer shall take into consideration economic and other pertinent factors in determining the portfolio's diversification and make changes as necessitated.

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[1]Editor's note(s)—Ord. No. 2244, §§ I and II, adopted November 21, 2005, amended the Code by repealing former div. 2, §§ 2-1206—2-1214, and adding a new div. 2. Former div. 2 pertained to similar subject matter, and derived from the Code of 1988, §§ 2-101—2-109.

Charter reference(s)—Investment of public funds, § 5.11.

(b) The criteria for selecting investments and the order of priority shall be as follows:

(1) Preservation and *Safety.* Preservation and ~~S~~safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

(2) *Liquidity.* The investment portfolio shall remain sufficiently liquid to meet all operating requirements.

(3) *Yield.* The investment portfolio shall be designed with the objective of attaining a market average rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs.

(c) The standard of prudence to be applied by the investment officer shall be the prudent investor rule, which is: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived." The prudent investor rule shall be applied in the context of managing the overall portfolio.

(d) Ethics and conflicts of interest. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Officers and employees shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio.

(Ord. No. 2244, § II, 11-21-05)

Sec. 2-1208. Allowed investment instruments.

Under this division, the following are allowed investment instruments:

(1) United States Treasury obligations. Securities backed by the full faith and credit of the U.S. Government including direct obligations of the U.S. Treasury and obligations of certain U.S. Government agencies and instrumentalities which are guaranteed by the U.S. Treasury.

(2) United States Government agency and instrumentality obligations. Securities issued or guaranteed by U.S. Government agencies, instrumentalities or sponsored enterprises, with the implicit guarantee of the U.S. Government.

(3) Obligations of state and local governments, school districts and public authorities which are rated in the top three rating categories by a nationally recognized rating agency.

(4) Accounts of deposit at federally-insured financial institutions (includes, but is not limited to savings accounts and checking accounts).

(5) Money market funds, mutual funds, and similar funds whose portfolios consist solely of allowed investments.

(6) Commercial paper rated not less than A-1, P-1, F-1, also known as “prime” quality, or equivalent by a nationally recognized rating agency.

(7) Repurchase agreements and forward delivery/purchase agreements whose underlying purchased securities and/or collateral consist of allowed investments described in subsections (1) or (2) of this section with a provider rated, or whose obligations under the agreement are guaranteed by a financial institution rated, in either of the two highest rating categories by a nationally recognized rating agency.

(8) The "short-term investment fund" or other similar pooled funds maintained by the treasurer of the state.

(9) Any other investment specifically authorized by ordinance allowing the issuance of bonds or other securities or by an indenture or escrow agreement relating to bonds or other securities.

(10) Money identified as long-term (money available for investment for more than one year) may be invested in the pools of the New Mexico State Investment Council (SIC). The identified money, specific pools, diversification, and the proposed investment shall be reviewed and approved by the city council no less than once a year.

(Ord. No. 2244, § II, 11-21-05)

Sec. 2-1209. Security for deposits of public money.

Deposit of public money pursuant to subsection 2-1208(4) shall be secured in compliance with applicable state law.

(Ord. No. 2244, § II, 11-21-05)

Sec. 2-1210. Safekeeping of securities.

(a) No city funds to be invested in negotiable securities shall be paid out unless there is a simultaneous transfer of securities either by physical delivery or, for uncertificated securities, by appropriate book entry to the city or to a third-party safekeeping financial institution acting as agent or trustee for the city, which agent or trustee shall furnish timely confirmation to the city.

(b) Notwithstanding subsection (a) of this section, securities may be held in street name with an SIPC insured broker or dealer at a level not to exceed the amount of the SIPC insurance plus any insurance provided by an insurance company which has received an A+ rating by A.M. Best and Company.

(Ord. No. 2244, § II, 11-21-05)

Sec. 2-1211. Quarterly reports.

The investment officer shall prepare a quarterly report of the status of the city's investment fund. The report shall include the fund performance for the quarter and a breakdown by type of securities in the portfolio at the end of the quarter as well as current book and market values.

(Ord. No. 2244, § II, 11-21-05)

Sec. 2-1212. Investment adviser.

The city may engage the services of an external investment adviser to assist with the management of the city's investment portfolio in a manner that is consistent with the city's investment policy. The city will retain and act with full discretion on all investment decisions. The adviser must be registered under the Investment Advisers Act of 1940.

Sec. 2.1213. Internal controls.

The investment officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the city are protected from loss, theft or misuse.

Secs. 2-12142—2-1240. Reserved.

City of Las Cruces

City Council Action and Executive Summary

3026; Council Bill 23-020

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

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A		
1st Reading:	February 6, 2023	**Adopted:**	February 21, 2023
Drafter:	Donny Prosise	**Department:**	Financial Services
Program:	Purchasing	**Line of Business:**	Procure To Pay
Title:	**AN ORDINANCE AMENDING CHAPTER 24, PROCUREMENT CODE, OF THE LAS CRUCES MUNICIPAL CODE.**		

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

PURPOSE(S) OF ACTION:
To amend the City's Procurement Code

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City's Purchasing Program is recommending modifications to Chapter 24, Procurement Code, of the Las Cruces Municipal Code. These changes should improve and facilitate the procurement process to both City staff and vendors by being more responsive and easier to use. The changes consist of, but are not limited to, format changes to Chapter 24, adding and clarifying definitions, revising authorized exemptions, and increasing the threshold for competitive public procurement. The staff has taken the changes in the Procurement Code before the Finance Select Committee on November 1st, 2022.

SUPPORT INFORMATION:
Exhibit A - P-Code Updates 2023-02
Attachment A - P-Code Updates 2023-02 Redline

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
Finance Select Committee

DOES THIS AMEND THE BUDGET?:
☐ Yes
☐ No

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

Does this action align with Elevate Las Cruces?

☐ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the ordinance and amend the Procurement Code to make the necessary modifications.
2. Vote "No"; this action will not approve the ordinance and the Procurement Code will remain as status quo.
3. Vote to "Amend"; this could modify the ordinance based on direction from City Council to staff.
4. Vote to "Table"; City Council will need to provide direction to staff.

ORDINANCE 3026; COUNCIL BILL 23-020

AN ORDINANCE AMENDING CHAPTER 24, PROCUREMENT CODE, OF THE LAS CRUCES MUNICIPAL CODE.

The City Council is informed that:

WHEREAS, the City's Purchasing Program is recommending changes to Chapter 24, Procurement Code, of the Las Cruces Municipal Code; and

WHEREAS, these changes should improve and facilitate the procurement process to both City staff and vendors by being more responsive and easier to use; and

WHEREAS, the changes consist of, but are not limited to, format changes to Chapter 24, adding and clarifying definitions, revising authorized exemptions, and increasing the threshold for competitive public procurement.

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

(I)

THAT the changes to Chapter 24, Procurement Code, of the Las Cruces Municipal Code are hereby amended and adopted, as shown in Exhibit "A".

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

PART II – MUNICIPAL CODE
Chapter 24 – PROCUREMENT CODE

ARTICLE I. - IN GENERAL

Sec. 24-1. - Purpose.

The purpose of this chapter is to maximize the purchasing value of public funds and to provide safeguards for maintaining a procurement system of quality and integrity.

(Code 1988, § 25.5-1)

Sec. 24-2. - Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

All definitions listed within New Mexico Statutes sections 13-1-21 through 13-1-199, NMSA, 1978, plus, sections 13-4-1 through 13-4-43, NMSA, 1978, are incorporated herein by reference. Wherever difference exists between such statutory definitions and any definitions within this chapter, the definition of this chapter shall prevail.

Advertising means a public medium promoting a product, service, or event, including radio, television, print and electronic.

Agreement means two or more persons having common understanding about responsibilities, obligations, duties, and rights.

Approved equal means approved specifications as established by the industry or the using agency.

Award means the issuance of a validly executed contract which may include a purchase order.

Bid means a response to a competitive sealed procurement solicitation.

Bidder means a person who submits a quote/bid in response to a solicitation for respective, competitive quotes/bids.

Blind trust means an independently managed trust in which the employee-beneficiary has no management rights and in which the employee-beneficiary is not given notice of alterations in or other disposition of the property subject to the trust.

Brand name or equal specifications means a specification limited to one or more items by manufacturers' names or catalog numbers to describe the standard of quality, performance, and other salient characteristics needed to meet city requirements, and which provides for the submission of equivalent products.

Business means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

Calendar days means all days in a month including weekend, holidays, etc.

Construction Manager At Risk (CMAR) means the construction manager commits to deliver the project within a Guaranteed Maximum Price (GMP) based on the construction documents and specifications.

Contingency means an amount set aside to address unforeseen issues.

Contract means agreement between two or more persons authorized to legally bind their interests by setting forth what each person will or will not do in the procurement of tangible personal property, professional or nonprofessional services, or construction.

Contract administration means a contract administration system designed to ensure that a contractor is performing in accordance with the solicitation under which the contract was awarded, and the terms and conditions of the contract, shall be maintained.

Contract limitations and change orders means a construction related written order directing the contractor to make a change, which the contract authorizes with or without the contractor's consent.

Defective pricing means when a contractor has more current, complete, and accurate cost and pricing data and does not disclose it resulting in a significant increase in price.

Employee means an individual drawing salary or wages from the city, whether elected or not; any uncompensated individual performing personal services for the city or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the city; and any uncompensated individual serving as an elected official of the city.

Financial interest means:

(1) Ownership of one percent or more of any property or business; or

(2) Holding a position in a business such as officer, director, trustee, partner, employee, or the like, or holding any position of management.

Gratuity means anything of value that is presented or promised in anticipation of receiving a consideration, whether or not the consideration is less than, equal to or greater than the value presented or promised.

Immediate family means an employee’s spouse, son, daughter, or parent as defined in FMLA regulations. FMLA defines the term “parent” as “a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when he or she was a minor.”

Invitation for bid/invitation to bid (IFB or ITB) means all documents, whether attached or incorporated by reference, used for soliciting sealed bids whereby award is based upon the lowest price that meets specifications.

Local business means a business that has a valid city business certificate or license issued through the City of Las Cruces.

Non-procurement contracts means any agreement that was not the result of a procurement, for example memoranda of understanding, grant pass-through or fiscal agent agreements, or contracts that don't involve expenditures for goods or services.

Offeror means a person submitting a proposal in response to a competitive request for proposals.

Person means any business, individual, union, committee, club, or other organization, or group of individuals.

Pricing data means factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and subcontract prices.

Professional services means the services of architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified

public accountants, registered public accountants, lawyers, psychologists, planners, researchers, construction managers and other persons or businesses providing similar professional services.

Procurement means the buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, service, or construction, including needs analysis, specification development, competitive or noncompetitive solicitation of sources, contract development, negotiation and execution, and all phases of contract administration.

Proposal means a response to a competitive sealed procurement solicitation.

Public agency means an administrative division of city, state, or federal government.

Qualified products list means an approved list of tangible goods, services, or construction items described by model or catalog numbers, which, prior to competitive solicitation, a determination was made that the list met applicable specification requirements.

Quote means a response to a procurement solicitation less than $100,000 conducted for the purchase of goods/services/construction, whereby award is based upon the lowest price that meets specifications as deemed practical.

Request for proposals (RFP) means a competitive solicitation of proposals conducted for the purchase of goods/services/construction whereby the responses are evaluated considering multiple, weighted criteria and the resulting contract is awarded based upon the response ranked highest considering such criteria.

Supplies includes tangible goods including, but is not limited to, equipment, materials, rolling stock, books, fuel, tools, printed media.

Tangible goods means physical objects or items (like equipment and inventory) that can be touched and has a real, physical presence.

Technical services means research and development (R&D) work, the development and installation of management information systems (MIS), materials requirement planning (MRP) systems, and the development of technical manuals, printing services, and repair services.

Using agency means any department, commission, board, or public agency requiring supplies, services, or construction procured pursuant to this chapter.

Working days means only those days per City calendar in which City staff are available to address, observe, or otherwise handle contractual issues as they arise. The following days are normally not considered working days: City Holidays, Saturdays, Sundays, and days in which the City Manager has closed City Offices due to inclement weather or some other specified emergencies.

(Code 1988, § 25.5-3; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2658, § I (exh. A), 8-6-12)

Sec. 24-3. - Applicability.

(a) This chapter applies to contracts for the procurement of supplies, services, and construction entered into by the city after the effective date of the ordinance from which this chapter derives. It shall apply to every expenditure of public funds by the city or a public agency for public purchasing irrespective of the source of the funds, except for procurement that is exempt as set forth herein.

(b) When the procurement involves the expenditure of federal or state assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal and state law and regulations. Nothing in this chapter shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

All the dollar thresholds mentioned in this code exclude taxes, freight, and shipping charges.

(Code 1988, § 25.5-2; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-4. - Authorized exemptions from competitive procurement, subject to review and written determination by the purchasing manager. All other applicable contract requirements of this article are required.

(1) Procurement of goods, services or construction from state agencies, public bodies, or external procurement units.

(2) Procurement of publicly provided or publicly regulated gas, electricity, water, sewer or refuse collection services.

(3) Purchases of books and periodicals from publishers or copyright holders thereof to include publications offered on CDs, videos, or the Internet.

(4) Travel or shipping by common carrier or by private conveyance, or to meals and lodging.

(5) Purchase of live animal(s).

(6) Art objects or artifacts or for their creation including exhibits.

(7) Procurement from self-determination corporations or other such enterprises designed and operated to assist in the care or maintenance of the sick and indigent and the prevention thereof and aided by state or federal antipoverty programs or through private philanthropy.

(8) Leases, exchanges or purchases of real property or a permanent interest in land.

(9) Services of bond underwriters and debt rating agencies.

(10) Agreement for the services of attorneys, legal assistants, and expert witnesses. Services of expert witnesses needed in conjunction with litigation, court reporting services and legislative activities. Contracts and expenditures for litigation expenses in connection with proceedings before administrative agencies or state or federal courts, including experts, mediators, court reporters, process servers and witness fees.

(11) Purchases, rentals, leases (personal and real property), and professional/technical services contracts necessary for the investigation of criminal activities. The police department may purchase such materials and services without quotations, requests for proposals, or bids if such would compromise a criminal investigation as determined by the chief of police in writing. All funds expended for this type of activity will be properly receipted and accounted for with supporting documentation. All documentation will be maintained by the police department and shall be subject to internal audit. Rentals, leases, and professional/technical services will be limited to the term of an investigation.

(12) Contracts with professional entertainers.

(13) Advertising in all media.

(14) Promotional goods intended for resale or for the procurement of printing services for materials produced and intended for resale.

(15) Subscription services.

(16) Contracts for retirement and other benefits.

(17) Services provided by lobbyists or legislative experts.

(18) Contracts and expenditures for services or items of tangible personal property to be paid or compensated by money or other property transferred to New Mexico law enforcement agencies by the United States department of justice drug enforcement administration.

(19) Procurement of services from community rehabilitation programs or qualified individuals pursuant to the State Use Act.

(20) Procurement of surety bonds.

(21) Procurement of parts and labor or maintenance agreement to repair disabled equipment or machinery if the equipment or machinery is repaired by a franchised dealer or by a factory authorized repair shop.

(22) Payments for conference registrations, offsite training courses, or similar minor purchases where prepayments are required, or which are administrative in nature and non-competitive as determined by the purchasing manager.

(23) Payments for membership dues.

(24) Existing contracts. The purchasing manager may contract for services, construction, or goods without the use of competitive bids or competitive proposals at a price equal to or less than:

a. The current federal or state supply contract or catalogue price, whichever is lower, and the purchase order adequately identifies the contract relied upon. A copy of the federal supply contract or catalogue shall be made part of the procurement record.

b. The current contract price held by other intrastate or interstate governmental bodies and their agencies. A copy of the contract relied upon shall be made part of the procurement record.

c. A bid awarded by the city to the same contractor, for the same materials or services, within the past 24 months. A copy of the original documentation is to become a permanent part of the procurement record providing the vendor wishes to extend. Resulting contract(s) shall not exceed 48 months after the initial contract execution date.

(25) Cooperative procurements through other government entities and cooperatives.

(Code 1988, § 25.5-181; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2746, §§ I, II, 2-3-15)

Sec. 24-5. - Small purchases.

(a) Purchase splitting is prohibited. Separate purchases of the same or similar goods, services, or construction, whether from the same or different businesses, within a time frame established by the purchasing manager, shall be considered a single purchase for purposes of this article.

(b) Authority. Any contract less than $100,000.00 for supplies, services, and construction, may be made in accordance with the procedures set forth in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section.

(1) Purchases $50,000.00 or more but less than $100,000.00. Unless determined impractical by the purchasing manager, no less than three sources shall be solicited to submit written quotations. Award shall be based on the lowest price meeting specifications. A record of the solicitation and written responses shall be maintained as public record.

(2) Purchases $25,000.00 or more but less than $50,000.00. Unless determined impractical by the purchasing manager, written quotes from no less than two sources shall be obtained. Award

shall be based upon the lowest price meeting specifications. Solicitations, responses and/or other pricing documentation shall be recorded and maintained as public record.

(3) Purchases less than $25,000.00. Unless otherwise determined impractical by the purchasing manager, for a purchase of supplies, services, or construction estimated to be less than $25,000.00**,** written quotes from no less than one source shall be obtained. Purchase is to be made only by authorized city employees at the best obtainable price considering time and process efficiencies.

(c) Professional/technical services less than $100,000.00. Unless otherwise determined impractical by the purchasing manager, professional/technical services estimated to be less than $100,000.00 may be purchased in accordance with the following:

(1) All professional/technical services estimated to be less than $100,000.00 shall be procured by either the purchasing manager or authorized department employee calling a reasonable number of firms to obtain written offers when practical. Procurement over this amount shall be by competitive sealed proposal.

(2) The purchasing manager or designee shall provide such information as is necessary to provide the potential offeror the opportunity to provide a proper and timely response. Included in the information shall be the factors to be evaluated and the relative weights assigned each factor.

(3) The types of questions to be asked of the potential offeror may include, but not be limited to:

a. The specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required.

b. Capacity and capability of the business to perform the work, including any specialized services, within the time limitation, if any.

c. Past record of performance or contracts with government agencies or private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules.

d. Proximity to or familiarity with the area in which the project is located.

e. The anticipated price, if price is a factor, for services based upon the information provided by the purchasing manager as to the scope of work.

f. Other criteria determined to be essential to the particular contract or project.

(4) The award shall be based on the highest-ranking respondent considering the evaluation factors provided in the solicitation. The city may negotiate with any responding offeror with the intent to obtain best and final offer of the offeror.

(Code 1988, § 25.5-34; Ord. No. 1703, § IX, 10-19-98; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2532, § V, 8-17-09; Ord. No. 2746, §§ I, II, 2-3-15)

Sec. 24-6. - Fiscal responsibility.

(a) When the aggregate sum of contract modifications, change orders, or contract price adjustments exceeds $100,000.00, all subsequent contract modifications, change orders, or contract price adjustments shall be subject to city council approval, except for those contracts that will be or are approved under the contract limitations and change order policy.

(b) Aggregate contract modifications, change orders, or price adjustments up to $100,000.00 shall be authorized by the city manager conditioned upon the award limitations.

(Code 1988, § 25.5-93; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2746, §§ I, II, 2-3-15)

Sec. 24-7. - Sole source procurement.

A contract may be awarded without competition when the purchasing manager determines in writing, after conducting a good-faith review of available sources, that there is only one source for the required supply, service, or construction item; or when it is likely that award to any other source would result in:

(a) Substantial duplication of cost to the city that is not expected to be recovered through competition; or

(b) Unacceptable delays in fulfilling the city's requirement.

The purchasing manager may conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurement shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, a listing of the items procured under each contract, and the identification number of each contract file.

(Code 1988, § 25.5-35; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-8. - Rapid procurement; Emergency procurement.

(a) Purchases of goods, services, and construction for any amount where Advertising and the solicitation of offers would entail unnecessary and detrimental delay and loss to the city, may be made by the purchasing office, at the best obtainable price in accordance with procedures approved by the purchasing manager. Complete documentation of all proposed prices submitted by offerors must be maintained in the purchasing office for public inspection.

(b) Notwithstanding any other section of this chapter, the city manager may authorize the purchasing manager or designee to make emergency procurement of supplies, services, or construction items when there exists a threat to public health, welfare, or safety, provided that such emergency procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the items procured under the contract, and the identification number of the contract file. If the city manager determines that urgent and compelling reasons require emergency contractual, professional, and technical services, the city manager, notwithstanding any section of this division, may approve such services, provided that the city manager shall notify the city council of the action citing the compelling and urgent reasons for the action. A complete report shall be submitted to the city council by the using department within a week of the procurement.

(Code 1988, § 25.5-36; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-9 – Contingency

Construction contracts shall be budgeted with no more than a 20% contingency fund for new construction and no more than a 20% contingency fund for rehabilitation projects. Professional and/or Technical service contracts shall be budgeted with no more than a 10% contingency fund.

Sec. 24-10—Purchase Card Program.

The Purchase Card (P-Card) program is intended for use whenever purchase orders are not applicable as determined by the purchasing manager or designee. The P-Card Procedure Manual shall govern P-Card and Department Card (D-Card) issuance, application, usage, monthly statement processing, card maintenance, card violations, disputed or fraudulent charges, and receipt retention.

Secs. 24-11 – 24-30. - Reserved.

ARTICLE II. - ETHICS AND PROHIBITIONS IN PROCUREMENT

Sec. 24-31. - Direct contact.

Direct contact with city elected officials or city staff, other than the purchasing manager, during the bid/proposal process from development of specifications through contract award, will render the bid/proposal as noncompliant and no further consideration will be given the bid/proposal.

(Ord. No. 1923, § 1, 6-17-02)

Sec. 24-32. - Criminal penalties.

To the extent that violations of the ethical standards of conduct set forth in this Procurement Code constitute violations of the state Criminal Code, they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this article. Criminal, civil, and administrative sanctions against employees or nonemployees which are in existence on the effective date of the ordinance from which this chapter derives shall not be impaired.

(Code 1988, § 25.5-141)

Sec. 24-33. - Employee conflict of interest.

(a) It shall be unethical for any city employee to participate directly or indirectly in a procurement contract when the city employee knows that:

  (1) The city employee or any member of the city employee's immediate family has a financial interest pertaining to the procurement contract; or

  (2) Any other person, business, or organization with whom the city employee or any member of a city employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

(b) A city employee or any member of a city employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

(c) If an employee becomes aware of a potential conflict of interest related to a procurement, they shall disclose such potential conflict to the purchasing manager immediately.

(Code 1988, § 25.5-142)

Sec. 24-34. - Gratuities and kickbacks.

(a) Gratuities. It shall be unlawful for any person to offer, give, or agree to give to any current or former city employee or for any current or former city employee to solicit, accept or agree to accept a

gratuity in exchange for consideration pertaining to a city procurement. Consideration shall include but is not limited to a decision, approval, disapproval, recommendation, or action that influences a procurement solicitation, contract award or the administration of a contract. No sample or sampling of a product or service shall be accepted by a city employee unless the purchasing manager determines that the sample or sampling is to be used in city activities for evaluation or product qualification purposes.

(b) Kickbacks. It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontract under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(c) Contract clause. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation therefor. Any person convicted of violating this section shall be guilty of a petty misdemeanor.

(Code 1988, § 25.5-143; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-35. - Contingent fees.

It shall be unlawful for a person to be retained or to retain a person to solicit or secure a city contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Any person convicted of violating this section shall be guilty of a petty misdemeanor.

(Code 1988, § 25.5-144; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-36. - Contemporaneous employment.

It shall be unethical for any city employee who is participating directly or indirectly in the procurement process to become or to be, while such a city employee, the employee of any person contracting with the governmental body by whom the employee is employed.

(Code 1988, § 25.5-145)

Sec. 24-37. - Waivers from employee conflict of interest and contemporaneous employment.

The city council may grant a waiver from the employee conflict of interest provision or the contemporaneous employment provision upon making a written determination that:

(1) The contemporaneous employment or financial interest of the city employee has been publicly disclosed;

(2) The city employee will be able to perform his procurement functions without actual or apparent bias or favoritism; and

(3) The award will be in the best interests of the city.

(Code 1988, § 25.5-146)

Sec. 24-38. - Use of confidential information.

It shall be unlawful for any city employee or former employee knowingly to use confidential information for actual or anticipated personal gain or for the actual or anticipated personal gain of any other person. Any person convicted of violating this section shall be guilty of a petty misdemeanor.

(Code 1988, § 25.5-147; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-39. - Recovery of value transferred or received in breach of ethical standards.

(a) Authority. The value of anything transferred or received in breach of the ethical standards of this chapter by a city employee may be recovered from the city employee.

(b) Recovery of kickbacks by city. Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

(Code 1988, § 25.5-148)

Secs. 24-40—24-60. - Reserved.

ARTICLE III. - PURCHASING MANAGER

Sec. 24-61. - Position created.

There is created the position of purchasing manager, who shall be the city's principal public purchasing official.

(Code 1988, § 25.5-21; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-62. - Authority, duties.

(a) Principal public purchasing official. Except as otherwise provided in this chapter, the purchasing manager shall serve as the principal public purchasing official for the city and shall be responsible for the procurement of supplies, services, and construction in accordance with this chapter.

(b) Duties. In accordance with this chapter and subject to the supervision of the city manager, the purchasing manager shall:

  (1) Procure or supervise the procurement of all supplies, services, and construction needed by the city.

  (2) Establish and maintain programs for specifications development, contract administration and inspection and acceptance, in cooperation with the public agencies using the supplies, services and construction.

  (3) Provide a quarterly report of all procurements equaling $100,000.00 and above to the city council as a non-action item.

(c) Operational procedures. Consistent with this chapter the purchasing manager may adopt operational procedures relating to the execution of his/her duties.

(Code 1988, § 25.5-22; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2746, §§ I, II, 2-3-15)

Sec. 24-63. - Authority to award.

(a) In the discretion of the purchasing manager, if no acceptable bid or offer is received on the solicitation the purchasing office may purchase the required goods or services in the open market at the best obtainable price or re-advertise the request for bid or proposal.

(b) The purchasing manager shall be authorized to enter into all budgeted purchase contracts subject to the following conditions:

(1) For purchases of non-construction, non-capital improvement related goods or services of $50,000.00 but less than $100,000.00, the purchasing manager shall obtain approval from the city manager prior to issuing a purchase order. Purchases below $50,000.00 will be processed by the purchasing manager.

(2) For purchases of non-construction, non-capital improvement related goods or services equaling $100,000 or more, the purchasing manager shall obtain approval from the city council prior to contracting.

(3) For purchases of current year capital improvement projects, capital equipment and vehicles already approved in budget, no council or city manager action is required. These procurements will be processed by the purchasing manager.

(4) For purchases of capital improvement projects, capital equipment and vehicles of $100,000.00 and above which are not included in current year approved budget, city council approval is required.

(5) For purchases of goods and services funded through grants or state appropriations previously accepted by council and amended into the budget, no council approval will be required. Procurements will be processed by the purchasing manager.

(6) For the purpose of this section, aggregate cost shall not be the determinative on multi-year contracts.

(7) Signing of contracts. Contracts, except state and federal agency and other non-procurement contracts, will be signed by the purchasing manager or his designee. State, federal agency and other non-procurement contracts will be signed by the mayor or city manager or their designees.

(Code 1988, § 25.5-39; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2746, §§ I, II, 2-3-15)

Sec. 24-64. - Delegation to others.

The purchasing manager may delegate authority to purchase supplies, services, or construction items to other city officials, if such delegation is deemed necessary for the effective procurement of those items. Notwithstanding debarment or suspension, procurement authority with respect to certain supplies, services or construction may be delegated to other city officials by the city manager with the approval of the city council, when such delegation is deemed necessary for the effective procurement of these supplies, services, or construction.

(Code 1988, § 25.5-23; Ord. No. 1923, § 1, 6-17-02)

Secs. 24-65—24-90. - Reserved.

ARTICLE IV. - CONTRACT INFORMATION

Sec. 24-91. - Types of contracts.

(a) General authority. Subject to the limitations of this section, any type of contract which is appropriate to the procurement, and which will promote the best interests of the city may be used, provided that the use of a cost-plus-a-percentage-of-cost contract be approved by the city council. A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the city than any other type or that it is impracticable to obtain the supply, service, or construction item required except under such a contract.

(b) Multiterm contracts.

(1) Specified period. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the city, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof.

(2) Determination prior to use. Prior to the utilization of a multiterm contract, it shall be determined in writing that:

a. Estimated requirements cover the period of the contract and are reasonably firm and continuing; and

b. Such a contract will serve the best interests of the city by encouraging effective competition or otherwise promoting economies in city procurement.

(c) Multiple source contracting.

(1) Generally. A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The obligation to order the city's actual requirements is limited by the provision of Uniform Commercial Code subsection 2-306(1).

(2) Limitations on use. A multiple source award may be made when award to two or more bidders or offerors for similar products is necessary for adequate delivery, service, or product compatibility. Multiple source awards shall not be made when a single award will meet the city's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.

(3) Eligible users. All eligible users of the contract shall be named in the solicitation, and it shall be mandatory that the actual requirements of such users that can be met under the contract be obtained in accordance with the contract, provided that the city shall reserve the right to take bids separately if:

a. A particular quantity requirement arises which exceeds its normal requirement, or an amount specified in the contract; and

b. The purchasing manager approves a finding that the supply or service available under the contract will not meet a nonrecurring special need of the city.

(4) Intent to use. If a multiple source award is anticipated prior to issuing a solicitation, the city shall reserve the right to make such an award, and the criteria for award shall be stated in the solicitation.

(5) Determination required. The purchasing manager shall make a written determination setting forth the reasons for a multiple source award, which shall be made a part of the procurement file.

(Code 1988, § 25.5-61; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-92. - Contract clauses.

(a) Required generally. All city contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The purchasing manager, after consultation with the city attorney, may issue clauses appropriate for supply, service, or construction contracts, addressing among others the following subjects:

(1) Statement of work, delivery schedules, and period of performance;

(2) The unilateral right of the city to order in writing changes in the work within the scope of the contract;

(3) The unilateral right of the city to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;

(4) Variations occurring between estimated quantities of work in the contract and actual quantities;

(5) Defective pricing;

(6) Liquidated damages to include administrative contractual or legal remedies for violation of contract terms;

(7) Specified excuses for delay or nonperformance;

(8) Termination of the contract for default or cause;

(9) Termination of the contract in whole or in part for the convenience of the city;

(10) Suspension of work on a construction project ordered by the city; and

(11) Site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract when:

a. The contract is negotiated;

b. The contractor provides the site or design; or

c. The parties have otherwise agreed with respect to the risk of differing site conditions.

(b) Price adjustments.

(1) Adjustments in price resulting from the use of contract clauses required by subsection (a) of this section shall be computed in one or more of the following ways:

a. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

b. By unit prices specified in the contract or subsequently agreed upon;

c. By the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;

d. In such other manner as the contracting parties may mutually agree;

e. In the absence of agreement by the parties, by a unilateral determination by the city of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the city, as accounted for in accordance with industry price list, catalogue or market prices and subject to the appeals and remedies in article VII of this chapter; or

f. For all federally funded purchases, cost or price analysis shall be the only means from which pricing shall be determined.

(2) A contractor shall be required to submit cost or pricing data for any adjustment in contract price.

(c) Standard clauses and modification. The purchasing manager, after consultation with the city attorney, may establish standard contract clauses for use in city contracts. If the purchasing manager establishes any standard clauses addressing the subjects set forth in subsection (a) of this section, such clauses may be varied, provided that any variations are supported by a written determination that states the circumstances justifying such variations, and provided that notice of any such material variation be stated in the invitation for bids or request for proposals.

(Code 1988, § 25.5-62; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2589, § III, 9-7-10)

Sec. 24-93. - Approval of accounting system.

Except with respect to firm fixed-price city contracts, no contract type shall be used unless it has been determined in writing by the purchasing manager that the proposed contractor's accounting system:

(1) Will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and

(2) Is adequate to allocate costs in accordance with generally accepted cost accounting principles.

(Code 1988, § 25.5-65; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-94. - Right of inspection.

The city may, at reasonable times, inspect the plant, place of business, storage site, or work site of a contractor or subcontractor at any tier which is pertinent to the performance of any contract awarded or to be awarded by the city.

(Code 1988, § 25.5-66)

Sec. 24-95. - Right to audit records.

(a) Audit of cost or pricing data. The city may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data to the extent that such books, documents, papers, and records are pertinent to such cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost of pricing data is required shall maintain such books, documents, papers, and records that are pertinent to such cost or pricing data for three years from the date of final payment under the contract.

(b) Contract audit. The city shall be entitled to audit the books and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers, and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the

contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract.

(Code 1988, § 25.5-67)

Sec. 24-96. - Reporting of anticompetitive practices.

When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors for a city contract, a notice of the relevant facts shall be transmitted to the state attorney general by the city attorney.

(Code 1988, § 25.5-68)

Sec. 24-97. - City records.

(a) Contract file. All determinations and other written records pertaining to the solicitation, award, or performance of a city contract shall be maintained for the city in a contract file by the purchasing manager.

(b) Retention of procurement records. All procurement records shall be retained and disposed of by the city in accordance with records retention and guidelines and schedules set by the city clerk.

(Code 1988, § 25.5-69; Ord. No. 1923, § 1, 6-17-02)

Secs. 24-98 – 24-120. Reserved.

ARTICLE V. - SOURCE SELECTION

DIVISION 1. - PROFESSIONAL AND TECHNICAL SERVICES PROCUREMENT

Sec. 24-121. - Contracting for designated professional services; selection procedure.

(a) Criteria. Professional and technical services shall be procured in accordance with this division.

(b) Determination of award for professional and technical services shall be based on qualifications. Cost will not be a criteria factor in the evaluation process, and it shall be negotiated during the award phase of the contract.

(c) Where the primary contract may be awarded through the procurement code without review by the selection advisory committee, nothing in this division shall require that the selection advisory committee separately review subcontractors who are an integral part of the primary contract.

Sec. 24-122. - Request for proposals.

(a) Conditions for use. When the use of competitive sealed bidding is either not practicable or not advantageous to the city, a contract may be entered into by use of the request for proposal method set forth herein.

(b) Request for proposal. A proposal shall be solicited through a request for proposal.

(c) Public notice. For proposals estimated to be $100,000.00 or more, adequate public notice of the request for proposals shall be given at a reasonable time not less than seven calendar days prior to the date set forth for the closing of the request for proposals. The public notice shall state the due date and time for proposal submission, and where proposal documents may be inspected or

obtained. Public notice shall be published in a local newspaper of general circulation. All other public notice may include publication in regional newspapers of general circulation or posting through an electronic medium which is accessible to the general public.

(d) Receipt of proposal. No proposal shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors prior to the deadline for receipt of the proposal by the purchasing manager. A register of proposals shall be prepared containing the name of each offeror. The register of proposals shall be open for public inspection not later than three days after the deadline for receipt of proposals. During the evaluation of proposals, and until approval of the recommendation of award by the city council, the contents of proposals may not be disclosed to the public. If a request for proposals is canceled and a similar RFP will be issued within six months, the contents of proposals received in response to the first request for proposals may not be disclosed until after approval by the city council of the recommendation of award for the second RFP or cancellation of the RFP.

(e) Evaluation factors. The request for proposal shall state the relative importance of price and other evaluation factors.

(f) Discussion with responsible offeror and revision to proposal. As provided in the request for proposal, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to ensure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors. Any modification received during the revision and negotiation stages will become a part of the permanent record.

(g) Award. Awards shall be made to the highest-ranking responsible offeror taking into consideration the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation except that, unless otherwise determined impractical by the purchasing manager, award(s) resulting in contract(s) totaling less than $100,000.00 in the aggregate shall be awarded only to qualified local manufacturers or local businesses. If there are not any responsible local manufacturers or local businesses, award shall be made to a responsible qualified non-local manufacturer or business. The contract file shall contain the basis on which the award is made.

(h) The procurement of lease financing shall be conducted utilizing request for proposal.

(i) Award recommendation shall be made to the city council by the purchasing manager.

(Code 1988, § 25.5-32; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2532, § IV, 8-17-09)

Sec. 24-123. - Selection advisory committee.

(a) There is a selection advisory committee comprised of three department heads: one designated by the committee chair, one from the end user department and one serving on a rotating basis from the total pool of directors. For each request for proposal, there are at least five subject matter experts designated by the director of the department that developed the RFP. There shall be no more than seven subject matter experts total. All external subject matter experts are non-voting technical advisors and are not included in the total number of subject matter experts. A pool of internal subject

matter experts shall be maintained by departments and can be used for the appropriate procurement.

(b) A member of the selection advisory committee shall serve until a successor is appointed. An alternate may be suggested by any member and submitted to the selection advisory committee chair for approval. Upon approval, the alternate will attend in that member's place.

(c) The assistant city managers shall serve as a nonvoting member and chair for the selection advisory committee.

(d) The city's purchasing manager or designee shall serve as staff coordinator for the selection advisory committee.

(Code 1988, § 2-137; Ord. No. 1701, § I, 9-14-98; Ord. No. 1703, §§ III, X, 10-19-98; Ord. No. 1923, § 1, 6-17-02; Ord. No. 1947, § 1, 3-3-03; Ord. No. 2643, § I, 1-17-12; Ord. No. 2852, § 5-21-18)

Sec. 24-124. - Notice of projects; recommendations.

(a) When the fee for professional and/or technical services is estimated to be $100,000.00 or more, the city shall cause to be published, at least two weeks before initial screening of professional firms or persons by the selection advisory committee, a legal advertisement containing a brief description of the work to be performed by the professional firms or persons and inviting interested firms to submit their qualifications for consideration by the selection advisory committee.

(b) If the estimated cost of the services is less than $100,000.00, review by the selection advisory committee is not required. The purchasing manager may select a qualified firm or firms to provide these services based on adopted purchasing procedures.

(c) When the fee for the professional/technical services is $100,000.00 or more, the selection advisory committee shall submit the name of the most qualified professional firm or firms or person to the city council, for purposes of review and approval by the council. Nothing in this subsection shall prohibit the submission of more than one firm.

Sec. 24-125. - Files of qualifications of firms and persons.

The purchasing manager may maintain a file of qualifications of all firms or persons qualified to perform professional and technical services for city projects. These files shall be updated at the request of the selections advisory committee to provide current qualification information. Interviews and presentation of qualifications shall be conducted at the direction of the selection advisory committee. Mailed inquiries may be solicited to provide specific information as may be considered necessary by the selection advisory committee.

(Code 1988, § 2-139; Ord. No. 1703, § X, 10-19-98; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-126. - Approval of contracts.

(a) All city projects that require the contracting for professional and technical services in an amount of $100,000.00 or more shall be performed under separate contract, and each contract shall require final approval by the city council.

(b) Contracts, except state and federal agency and other non-procurement contracts, will be signed by the purchasing manager or his designee. State, federal agency and other non-procurement contracts will be signed by the Mayor or city manager or their designees.

(c) This section shall apply only to the primary professional firm. Any subcontractor shall be evaluated as a part of the primary contract.

(Code 1988, § 2-140, Ord. No. 1703, § X, 10-19-98; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2746, §§ I, II, 2-3-15)

Sec. 24-127. - Bid and performance bonds on supply or service contracts.

Bid and performance bonds or other security may be requested for supply contracts or service contracts as the purchasing manager or head of a using agency deems advisable to protect the city's interest. Any such bonding or security requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility.

(Code 1988, § 25.5-54; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-128. - Contractor records.

If a city contract is being funded in whole or in part by assistance from a federal agency, the contract shall include provisions requiring the contractor and subcontractors at any tier to:

(1) Maintain for three years from the date of final payment under the contract all books, documents, papers, and records pertinent to the contract; and

(2) Provide to the city, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers, and records for the purposes of examining, auditing, and copying them.

(Code 1988, § 25.5-161)

Sec. 24-129. - Patents.

If a city contract involving research and development, experimental, or demonstration work is being funded in whole or in part by assistance from a federal agency, the contract shall include provisions:

(1) Giving notice to the contractor of the applicable grantor agency requirements and regulations concerning reporting of and rights to any discovery or invention arising out of the contract; and

(2) Requiring a contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.

(Code 1988, § 25.5-162)

Sec. 24-130. - Copyrights and rights in data.

If a city contract is being funded in whole or in part by assistance from a federal agency, the contract shall include a provision giving the contractor notice of the applicable regulations concerning the rights of the United States to any plans, drawings, specifications, computer programs, technical reports, operating manuals, and similar work products developed and paid for under the contract.

(Code 1988, § 25.5-163)

Sec. 24-131. - Notice of federal public policy requirements.

If the city contract is being funded in whole or in part by assistance from a federal agency, and the contract is subject to one or more federal public policy requirements, such as: (i) equal employment opportunity; (ii) fair labor standards; (iii) energy conservation; (iv) environmental protection; or (v) other similar socioeconomic programs, the purchasing manager shall include contract provisions giving the contractor notice of these requirements and, where appropriate, including in those contract provisions the requirement that the contractor give a similar notice to all of its subcontractors.

(Code 1988, § 25.5-164; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-132 - Buy American/Buy America requirements.

If a city contract is being funded in whole or in part by assistance from a federal agency, the city shall adhere to the appropriate Buy American/Buy America requirements of the federal agency providing the assistance.

(Code 1988, § 25.5-165)

Sec. 24-133. - Energy conservation.

If a city contract is being funded in whole or in part by assistance from a federal agency, the city's solicitation shall seek to promote energy conservation and shall comply with any mandatory standards and policies which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

(Code 1988, § 25.5-166)

Sec. 24-134. - Small, women-owned and minority business enterprises.

(a) Expand participation. If a city contract is being funded in whole or in part by assistance from a federal agency, the purchasing manager shall take affirmative steps to ensure that small, women-owned, and minority businesses are utilized when possible as sources of supplies, services, and construction items.

(b) Examples of affirmative steps. Affirmative steps to be taken shall include the following:

Including qualified small, women-owned, and minority businesses on solicitation lists;

(1) Ensuring that small, women-owned, and minority businesses are solicited whenever they are potential sources;

(2) When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, women-owned, and minority business participation;

(3) Where the requirement permits, establishing delivery schedules which will encourage participation by small, women-owned, and minority business; and

(4) Using the services and assistance of the small business administration or the office of minority business enterprise of the department of commerce, as required.

(c) Pass-through to subcontracts. A contractor awarded a federally funded contract shall take the affirmative steps, as linked in subsection (b) of this section, in awarding its subcontracts.

(Code 1988, § 25.5-167; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-135. - Labor surplus area businesses.

If a city contract is being funded in whole or in part by assistance from a federal agency, the purchasing manager is encouraged to procure supplies, services, and construction items from businesses located in labor surplus areas.

(Code 1988, § 25.5-168; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-136. - Architectural and engineering services

(a) If a city contract is being funded in whole or in part by assistance from a federal agency, the city shall use qualifications-based competitive proposal procedures when contracting for architectural and engineering services as defined in 40 U.S.C. §541 et seq. and 49 U.S.C. §5325(d). Services subject to this requirement include but are not necessarily limited to program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services.

(b) Qualifications-based competitive proposal procedures require that:

(1) An offeror's qualifications be evaluated;

(2) Price be excluded as an evaluation factor;

(3) Negotiations be conducted with only the most qualified offeror; and

(4) Failing agreement on price, negotiations with the next most qualified offeror be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to the city.

(c) These qualifications-based competitive proposal procedures will be used for the procurement of the services listed above. This method of procurement will not be used to obtain other types of services even though a firm that provides architectural and engineering services is also a potential source to perform other types of services.

(Ord. No. 2132, § I, 9-7-04)

Sec. 24-137. - Cost or pricing data.

(a) Required submissions relating to award of contracts. A prospective contractor shall submit cost or pricing data when the city contract is federally funded or is to be awarded on a noncompetitive basis.

(b) Exceptions. Except for federally funded purchases, the submission of cost or pricing data relating to the award of a contract is not required when:

(1) The contract price is based on established catalogue prices or market prices;

(2) The contract price is set by law or regulation; or

(3) It is determined in writing by the purchasing manager that the requirements of subsection (a) of this section may be waived, and the determination states the reasons for such waiver.

(c) Required submissions relating to change orders or contract modifications. For federally funded purchases and as otherwise required by the purchasing manager, the contractor shall submit cost or pricing data prior to the pricing of any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding, whether or not cost or pricing data was required in connection with the initial pricing of the contract.

(d) Certification required. A contractor, actual or prospective, required to submit cost or pricing data in accordance with this section shall certify that, to the best of his knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a mutually specified date prior to the award of the contract or the pricing of the change order or contract modification.

(e) Price adjustment provision required. Any contract award, change order, or contract modification under which the submission and certification of cost or pricing data are required shall contain a provision stating that the price to the city, including profit or fee, shall be adjusted to exclude any significant sums by which the city finds that such price was increased because the contractor-furnished cost or pricing data was inaccurate, incomplete, or not current as of the date agreed upon between the city and the contractor.

(Code 1988, § 25.5-52; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2589, § I, 9-7-10)

Sec. 24-138. - Cost or price analysis.

(a) Under this chapter, a cost analysis, or a price analysis, as appropriate, shall be conducted for contracts established through the application of sole source procurement. A written record of such cost analysis or price analysis shall be made a part of the contract file.

(b) For all federally funded purchases, a cost or price analysis must be conducted as required by applicable federal regulations for all related contracts including contract cost modifications. The cost or price analysis shall be public record.

(Code 1988, § 25.5-53; Ord. No. 2589, § II, 9-7-10)

Sec. 24-139. - Cancellation/rejection of invitation for bid or request for proposal; No Responsive Offers Received

(a) Under this chapter, an invitation for bid, a request for proposal, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the city. The reasons therefor shall be made part of the contract file. Each solicitation issued by the city shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the city. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request of unsuccessful bidders or offerors.

(b) If no responsive offers are received, then the purchasing manager may purchase the required goods or services, with no change in the published specifications, in the open market at the best obtainable price. If the specifications are changed, or if so required by the purchasing manager, a purchase in the open market shall not be permitted and the competitive solicitation must be reissued.

(Code 1988, § 25.5-38; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-140. - Preferences.

(a) Preference factor. A preference factor may be applicable to quotes, bids or proposals received in response to procurement solicitations conducted.

(1) Except for competitive procurement solicitations that are subject to 53 FR 8033 (Common Rule) as promulgated through the U.S. Office of Management and Budget, a preference factor shall be applicable to local businesses based upon a five percent deduction from the local business quote or bid, or five percent of total evaluation points being added to the score of a proposal from a local business.

(2) Except for competitive procurement solicitations that are subject to 53 FR 8033 (Common Rule) as promulgated through the U.S. Office of Management and Budget, a preference factor shall be applicable to resident businesses which has a valid resident business certificate issued by the New Mexico Taxation and Revenue department based upon a five percent of total evaluation points being added to the score of a proposal from a resident business and a preference factor shall applicable to resident veteran business which has a valid resident veteran business certificate issued by New Mexico Taxation and Revenue department based upon a ten percent of the total evaluation points being added to the score of a proposal from a resident veteran business.

(3) A preference factor for Section 3 firms as defined in the Housing and Urban Development Act of 1968, 12 U.S.C. 17801u (Section 3), as amended, shall be applicable pursuant to that Act whenever a contract resulting from a competitive procurement solicitation is funded through a grant from the U.S. Housing and Urban Development Department.

(b) New Mexico materials. Except for competitive procurement solicitations that are subject to 53 FR 8033 (Common Rule) as promulgated through the U.S. Office of Management and Budget, a preference for the use of materials produced, grown, processed, or manufactured in New Mexico by citizens or residents of New Mexico shall apply pursuant to § 13-4-2, NMSA, 1978, as amended.

(c) Limitations. No bidder/offeror entitled to preference pursuant to this section shall receive more than a ten percent preference on any one bid/proposal submitted. Only the principal bidder/offeror or one of the principal bidders/offerors, not a subcontractor, may qualify for a preference.

(Code 1988, § 25.5-40; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2658, § I (exh. B), 8-6-12)

Sec. 24-141. Change Orders

(a) Changes in time. Extensions of time on construction contracts or professional/technical service contracts, may be granted by the Project Manager, subject to appropriate approvals, on a case-by-case basis for the following reasons:

(1) One additional day for each delay in which the contractor could not perform contractual work and subsequent days as may be required to repair work damage by weather, as defined in General Conditions for Construction Contracts, 2004, during the term of the contract;
(2) City-requested changes to project specifications that incur time as a result;
(3) Other circumstances in which the City believes such an extension of time is in the best interest of the project and must be approved by the Department Director;
(4) Limitations on extensions of time addressed by this policy are as follows:
   a. An increase of 30 contractual days to the original contract time, shall be approved by the Program Manager;
   b. An increase of 31 to 60 contractual days to the original contract time shall be approved by the appropriate Department Director;
   c. An increase of more than 60 contractual days to the original contract time, shall be approved by the City Manager.

(b) Changes in cost.

(1) Any changes in contract cost which includes base contract amount, contingency, and NMGRT, require the following approvals:

Change	Approver
Less than 5%	Program Manager
More than 5% less than 10%	Department Director
More than 10% less than 15%	Assistant City Manager
More than 15%	City Manager
Contract approved by City Council	City Council
Exceeds approved budget amount	City Council

(2) Budgetary Authority: In no case does City staff or Management have the ability to increase the budget at the fund level, including usage of unbudgeted fund balance, without City Council approval.

(3) Proposed construction work that deviates from the contract drawings and/or specifications shall be initiated with a field notice followed by a duly authorized change order when there is a change in cost and approved by the appropriate Approver.

(Code 1988, § 25.5-40; Ord. No. 2852, § 5-21-18)

Sec. 24-142. Suspension of Project

Due to reasons beyond the contractor's control or conditions exist which will impair the quality of the work, and upon recommendation by the Department Director, the purchasing manager, or the Office of the City Manager shall have the authority to suspend a construction or consultant project indefinitely.

Sec. 24-143. - Maximum practicable competition.

Under this chapter, all specifications shall be drafted so as to promote overall economy for the purposes intended and to encourage competition in satisfying the city's needs and shall not be unduly restrictive. The policy enunciated in this section applies to all specifications including, but not limited to those prepared for the city by architects, engineers, designers, and drafters.

(Code 1988, § 25.5-81)

Sec. 24-144. - Qualified products list.

The city may adopt qualified product lists that shall allow for maximum competition as is practical and that will satisfy the requirements of the city.

(Code 1988, § 25.5-82)

Sec. 24-145. - Brand name specification or equal specification.

(a) Use. Under this chapter, brand name or equal specifications may be used when the purchasing manager determines in writing that:

(1) No other design or performance specification or qualified products list is available;

(2) Time does not permit the preparation of another form of purchase description, not including a brand name specification;

(3) The nature of the product or the nature of the city's requirements makes use of a brand name or equal specification suitable for the procurement; or

(4) Use of a brand name or equal specification is in the city's best interest.

Samples of "or equal" materials should be submitted with the bid; however, they may be submitted after the bid opening if adequate time is allowed to evaluate the samples before the bid is awarded.

(b) Designation of several brand names. Brand name or equal specifications shall seek to designate three, or as many different brands as are practicable, as "or equal" references, and shall further state that substantially equivalent products to those designated will be considered for award.

(c) Required characteristics. Unless the purchasing manager determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.

(d) Nonrestrictive use of brand name or equal specifications. Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

(e) Use. Since use of a brand name specification is restrictive of product competition, it may be used only when the purchasing manager makes a written determination that only the identified brand name item will satisfy the city's needs.

(f) Competition. The purchasing manager shall seek to identify sources from which the designated brand name item can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under sole source procurement.

(Code 1988, § 25.5-83; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-146. - Authority for cooperative procurement.

The purchasing manager may either participate in, sponsor, or administer a cooperative procurement agreement for the procurement of any city services, construction, or items of tangible personal property with any other state agency, local public body, or external procurement unit.

(Code 1988, § 25.5-131)

Secs. 24-147—24-160. - Reserved.

DIVISION 2. - PROCUREMENT OF CONSTRUCTION, ARCHITECT-ENGINEER AND LAND SURVEYING SERVICES

Sec. 24-161. - Contracting for construction, architect-engineer, and land surveying selection procedure.

(a) Architect-engineer, and land surveying services shall be procured in accordance with this division.

(b) Construction projects may be awarded based on cost, qualifications, or both.

(c) Determination of award for architects, engineers, landscape architects and surveyors shall be based on qualifications. Cost will not be a criteria factor in the evaluation process, and it shall be negotiated during the award phase of the contract.

(d) Where the primary contract may be awarded through the procurement code without review by the selection advisory committee, nothing in this division shall require that the selection advisory committee separately review subcontractors who are an integral part of the primary contract.

(Code 1988, § 25.5-33, § 2-136; Ord. No. 1701, § I, 9-14-98; Ord. No. 1703, §§ I, II, X, 10-19-98; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2748, §§ I, II, 2-3-15)

Sec. 24-162. - Management of construction contracting.

The head of the city department responsible for a construction project shall have discretion to select the appropriate method of construction contracting management for a particular project. In determining which method to use, the department head shall consider the city's requirements, its resources, and the potential contractor's capabilities.

(Code 1988, § 25.5-91; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-163. - Competitive sealed bidding.

Conditions for use. Where no factors other than cost will be considered, competitive sealed bidding shall be used.

(a) Invitation for bids. An invitation for bids shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement.

(b) Public notice. For bids estimated to be $100,000.00 or more, adequate public notice of the invitation for bid shall be given at a reasonable time not less than seven calendar days prior to the date set forth for the opening of the bid. The public notice shall state the place, date, and time of bid opening, and where bid documents may be inspected or obtained. Public notice shall be published in a local newspaper of general circulation. All other public notice may include publication in regional newspapers of general circulation or posting through an electronic medium which is accessible to the general public.

(c) Bid opening. A bid shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. A late bid will not be accepted. Lateness will be determined by the purchasing manager's time clock, and the purchasing manager's determination of promptness or lateness will be final. The amount of each bid and such other relevant information as the purchasing manager deems appropriate, together with the name of each bidder, shall be recorded; the record and each bid shall be open to public inspection. A copy of the information may be obtained by sending a self-addressed stamped envelope with reference to the bid number and title to the purchasing department. This information will not be given over the telephone.

(d) Bid acceptance and bid evaluation. A bid shall be unconditionally accepted without alteration or correction, except as authorized in this chapter. Bids shall be evaluated based on the requirements set forth in the invitation for bid, which may include criteria to determine acceptability, such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation for bid shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are

not set forth in the invitation for bid. Original cover sheet and all documents must be provided fully executed, if not so provided bid will be rejected.

(e) Correction or withdrawal of bids; cancellation of awards. Correction or withdrawal of an inadvertently erroneous bid before or after bid opening or cancellation of awards or contracts based on such bid mistakes may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the city or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

(1) The mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or

(2) The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the purchasing manager.

(f) Award. Unless otherwise determined impractical by the purchasing manager, bids resulting in contract(s) totaling less than $100,000.00 in the aggregate shall be awarded only to qualified local manufacturers or local businesses. If there are not any responsive/responsible local bidders, then award should go to qualified non-local manufacturers or businesses. Contracts shall be awarded to the most responsible and responsive bidder who provides the best value as set forth in the requirements and criteria specified in the invitation for bid.

(g) Multistep sealed bidding. When it is considered impractical to prepare initially a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

(h) Federal funding. Any competitive, sealed bid procurement utilizing federal assistance requires at least two bids, firmed fixed-price contracts, and selection based principally on price.

(Code 1988, § 25.5-31; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2532, §§ II, III, 8-17-09; Ord. No. 2746, §§ I, II, 2-3-15; Ord. No. 2852, § 5-21-18)

Sec. 24-164. - Request for proposals.

(a) Conditions for use. When the use of competitive sealed bidding is either not practicable or not advantageous to the city, a contract may be entered into by use of the request for proposal method set forth herein.

(b) Request for proposal. A proposal shall be solicited through a request for proposal.

(c) Public notice. For proposals estimated to be $100,000.00 or more, adequate public notice of the request for proposals shall be given at a reasonable time not less than seven calendar days prior to the date set forth for the closing of the request for proposals. The public notice shall state the due date and time for proposal submission, and where proposal documents may be inspected or obtained. Public notice shall be published in a local newspaper of general circulation. All other public notice may include publication in regional newspapers of general circulation or posting through an electronic medium which is accessible to the general public.

(d) Receipt of proposal. No proposal shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors prior to the deadline for receipt of the proposal by the purchasing manager. A register of proposals shall be prepared containing the name of each offeror. The register of proposals shall be open for public inspection not later than three days after the deadline for receipt of proposals. During the evaluation of proposals, and until approval of the recommendation of award by the city council, the contents of proposals may not be disclosed to the public. If a request for proposals is canceled and a similar RFP will be issued within six months, the contents of proposals received in response to the first request for proposals may not be disclosed until after approval by the city council of the recommendation of award for the second RFP or cancellation of the RFP.

(e) Evaluation factors. The request for proposal shall state the relative importance of price and other evaluation factors.

(f) Discussion with responsible offeror and revision to proposal. As provided in the request for proposal, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to ensure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors. Any modification received during the revision and negotiation stages will become a part of the permanent record.

(g) Award. Awards shall be made to the highest-ranking responsible offeror taking into consideration the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation except that, unless otherwise determined impractical by the purchasing manager, award(s) resulting in contract(s) totaling less than $100,000.00 in the aggregate shall be awarded only to qualified local manufacturers or local businesses. If there are not any responsible local manufacturers or local businesses, award shall be made to a responsible qualified non-local manufacturers or business. The contract file shall contain the basis on which the award is made.

(h) The procurement of lease financing shall be conducted utilizing request for proposal.

(i) Award recommendation shall be made to the city council by the purchasing manager.

(Code 1988, § 25.5-32; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2532, § IV, 8-17-09)

Sec. 24-165. - Selection advisory committee.

(a) There is a selection advisory committee comprised of three department heads: One designated by the committee chair, one from the end user department and one serving on a rotating basis from the total pool of directors. For each request for proposal, there are at least five subject matter experts designated by the director of the department that developed the RFP. There shall be no more than seven subject matter experts total. All external subject matter experts are non-voting technical advisors and are not included in the total number of subject matter experts. A pool of internal subject matter experts shall be maintained by department and can be used for the appropriate procurement.

(b) A member of the selection advisory committee shall serve until a successor is appointed. An alternate may be suggested by any member and submitted to the selection advisory committee chair for approval. Upon approval, the alternate will attend in that member's place.

(c) The assistant city managers shall serve as a nonvoting member and chair for the selection advisory committee.

(d) The city's purchasing manager or designee shall serve as staff coordinator for the selection advisory committee.

(Code 1988, § 2-137; Ord. No. 1701, § I, 9-14-98; Ord. No. 1703, §§ III, X, 10-19-98; Ord. No. 1923, § 1, 6-17-02; Ord. No. 1947, § 1, 3-3-03; Ord. No. 2643, § I, 1-17-12)

Sec. 24-166. - Notice of projects; recommendations.

(a) When the fee for professional or technical services is estimated to be $100,000 or more, the city shall cause to be published, at least two weeks before initial screening of professional firms or persons by the selection advisory committee, a legal advertisement containing a brief description of the work to be performed by the professional firms or persons and inviting interested firms to submit their qualifications for consideration by the selection advisory committee.

(b) If the estimated cost of the services is less than $100,000.00, review by the selection advisory committee is not required. The purchasing manager may select a qualified firm or firms to provide these services.

(c) When the fee for the professional/technical services is $100,000.00 or more, the selection advisory committee shall submit the name of the most qualified professional firm or firms or person to the city council, for purposes of review and approval by the council. Nothing in this subsection shall prohibit the submission of more than one firm.

Sec. 24-167. - Files of qualifications of firms and persons.

The purchasing manager may maintain a file of qualifications of all firms or persons qualified to perform professional and technical services for city projects. These files shall be updated at the request of the selections advisory committee to provide current qualification information. Interviews and presentation of qualifications shall be conducted at the direction of the selection advisory committee. Mailed inquiries may be solicited to provide specific information as may be considered necessary by the selection advisory committee.

(Code 1988, § 2-139; Ord. No. 1703, § X, 10-19-98; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-168. - Approval of contracts.

(a) All city projects that require the contracting for construction in an amount of $75,000.00 or more shall be performed under separate contract, and each contract shall require final approval by the city council.

(b) Contracts, except state and federal agency and other non-procurement contracts, will be signed by the purchasing manager or his designee. State, federal agency and other non-procurement contracts will be signed by the Mayor or city manager or their designees.

(c) This section shall apply only to the primary professional firm. Any subcontractor shall be evaluated as a part of the primary contract.

(Code 1988, § 2-140, Ord. No. 1703, § X, 10-19-98; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2746, §§ I, II, 2-3-15)

Sec. 24-169. - Bid security.

(a) Bid security. For the purpose of this article, bid security is subject to the following:

(1) Required. Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the purchasing manager to exceed $50,000.00. Bid security shall be a bond provided by a surety company authorized to do business in the state or the equivalent in cash or otherwise supplied in a form satisfactory to the city. Nothing in this subsection shall prevent the requirement of such bonds on construction contracts under $50,000.00 when the circumstances warrant.

(2) Amount. Bid security shall be in an amount equal to at least five percent of the amount of the bid.

(3) Rejection of bids for noncompliance. When the invitation for bids requires security, noncompliance requires that the bid be rejected unless it is determined that the bid fails to comply only in a non-substantial manner with the security requirements.

(4) Withdrawal of bids. If a bidder is permitted to withdraw its bid before award, no action shall be taken against the bidder or the bid security.

(5) Authority to require additional bonds. Nothing in this section shall be construed to limit the authority of the city to require a bid bond or other security in addition to those bonds, or in circumstances other than specified in subsection (a)(1) of this section.

Sec. 24-170 Contract performance and payment bonds.

(1) Required amounts. When a construction contract is awarded in excess of $50,000.00, the following bonds or security shall be delivered to the city and shall become binding on the parties upon the execution of the contract:

a. A performance bond satisfactory to the city, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the city, in an amount equal to 100 percent of the price specified in the contract; and

b. A payment bond satisfactory to the city, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the city, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100 percent of the price specified in the contract.

(2) Reduction of bond amounts. After notice to the city council, the purchasing manager is authorized to reduce the amount of performance and payment bonds to 50 percent of the contract price for each bond when a written determination is made that it is in the best interests of the city to do so.

(3) Authority to require additional bonds. Nothing in this subsection shall be construed to limit the authority of the city to require a performance bond or other security in addition to those bonds or in circumstances other than specified in subsection (b)(1) of this section.

(4) Right to file suit on payment bonds. Unless otherwise authorized by law, any person who has furnished labor or material to the contractor or subcontractors for the work provided in the contract, for which a payment bond is furnished under this subsection, and who has not been paid in full within 90 days from the date on which that person performed the last of the labor or supplied the material shall have the right to sue on the payment bond for any amount unpaid at

the time the suit is instituted and to prosecute the action for the amount due that person. However, any person having a contract with a subcontractor of the contractor but having no express or implied contract with the contractor furnishing the payment bond, shall have a right of action upon the payment bond upon giving written notice to the contractor within 90 days from the date on which that person performed the last of the labor or supplied the material. That person shall state in the notice the amount claimed and the name of the party to whom the material was supplied or for whom the labor was performed. The notice shall be served personally or by registered or certified mail, postage prepaid, in an envelope addressed to the contractor at any place the contractor maintains an office or conducts business.

(5) Location for filing suit on payment bonds. Unless otherwise authorized by law, every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or district in which the construction contract was to be performed.

(6) Copies of bond forms. Any person may request and obtain from the city a certified copy of a bond upon payment of the cost of reproduction of the bond and postage, if any. A certified copy of a bond shall be prima facie evidence of the contents, execution, and delivery of the original.

(Code 1988, § 25.5-92; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-171. - Contractor records.

If a city contract is being funded in whole or in part by assistance from a federal agency, the contract shall include provisions requiring the contractor and subcontractors at any tier to:

(1) Maintain for three years from the date of final payment under the contract all books, documents, papers, and records pertinent to the contract; and

(2) Provide to the city, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers, and records for the purposes of examining, auditing, and copying them.

(Code 1988, § 25.5-161)

Sec. 24-172. - Patents.

If a city contract involving research and development, experimental, or demonstration work is being funded in whole or in part by assistance from a federal agency, the contract shall include provisions:

(1) Giving notice to the contractor of the applicable grantor agency requirements and regulations concerning reporting of and rights to any discovery or invention arising out of the contract; and

(2) Requiring a contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.

(Code 1988, § 25.5-162)

Sec. 24-173. - Copyrights and rights in data.

If a city contract is being funded in whole or in part by assistance from a federal agency, the contract shall include a provision giving the contractor notice of the applicable regulations concerning the rights of the United States to any plans, drawings, specifications, computer programs, technical reports, operating manuals, and similar work products developed and paid for under the contract.

(Code 1988, § 25.5-163)

Sec. 24-174. - Notice of federal public policy requirements.

If the city contract is being funded in whole or in part by assistance from a federal agency, and the contract is subject to one or more federal public policy requirements, such as: (i) equal employment opportunity; (ii) fair labor standards; (iii) energy conservation; (iv) environmental protection; or (v) other similar socioeconomic programs, the purchasing manager shall include contract provisions giving the contractor notice of these requirements and, where appropriate, including in those contract provisions the requirement that the contractor give a similar notice to all of its subcontractors.

(Code 1988, § 25.5-164; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-175. - Buy American/Buy America requirements.

If a city contract is being funded in whole or in part by assistance from a federal agency, the city shall adhere to the appropriate Buy American/Buy America requirements of the federal agency providing the assistance.

(Code 1988, § 25.5-165)

Sec. 24-176. - Energy conservation.

If a city contract is being funded in whole or in part by assistance from a federal agency, the city's solicitation shall seek to promote energy conservation and shall comply with any mandatory standards and policies which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

(Code 1988, § 25.5-166)

Sec. 24-177. - Small, women-owned and minority business enterprises.

(a) Expand participation. If a city contract is being funded in whole or in part by assistance from a federal agency, the purchasing manager shall take affirmative steps to ensure that small, women-owned, and minority businesses are utilized when possible as sources of supplies, services, and construction items.

(b) Examples of affirmative steps. Affirmative steps to be taken shall include the following:

(1) Including qualified small, women-owned, and minority businesses on solicitation lists;

(2) Ensuring that small, women-owned, and minority businesses are solicited whenever they are potential sources;

(3) When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, women-owned, and minority business participation;

(4) Where the requirement permits, establishing delivery schedules which will encourage participation by small, women-owned, and minority business; and

(5) Using the services and assistance of the small business administration or the office of minority business enterprise of the department of commerce, as required.

(c) Pass-through to subcontracts. A contractor awarded a federally funded contract shall take the affirmative steps, as linked in subsection (b) of this section, in awarding its subcontracts.

(Code 1988, § 25.5-167; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-178. - Labor surplus area businesses.

If a city contract is being funded in whole or in part by assistance from a federal agency, the purchasing manager is encouraged to procure supplies, services, and construction items from businesses located in labor surplus areas.

(Code 1988, § 25.5-168; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-179. - Architectural and engineering services

(a) If a city contract is being funded in whole or in part by assistance from a federal agency, the city shall use qualifications-based competitive proposal procedures when contracting for architectural and engineering services as defined in 40 U.S.C. §541 et seq. and 49 U.S.C. §5325(d). Services subject to this requirement include but are not necessarily limited to program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services.

(b) Qualifications-based competitive proposal procedures require that:

(1) An offeror's qualifications be evaluated;

(2) Price be excluded as an evaluation factor;

(3) Negotiations be conducted with only the most qualified offeror; and

(4) Failing agreement on price, negotiations with the next most qualified offeror be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to the city.

(c) These qualifications-based competitive proposal procedures will be used for the procurement of the services listed above. This method of procurement will not be used to obtain other types of services even though a firm that provides architectural and engineering services is also a potential source to perform other types of services.

(d) The city will use article III, source selection and contract information, division 1, professional and technical services procurement to procure architectural and engineering services in accordance with the city's procurement code as amended.

(Ord. No. 2132, § I, 9-7-04)

Sec. 24-180. - Cost or pricing data.

(a) Required submissions relating to award of contracts. A prospective contractor shall submit cost or pricing data when the city contract is federally funded or is to be awarded on a noncompetitive basis.

(b) Exceptions. Except for federally funded purchases, the submission of cost or pricing data relating to the award of a contract is not required when:

(1) The contract price is based on established catalogue prices or market prices;

(2) The contract price is set by law or regulation; or

(3) It is determined in writing by the purchasing manager that the requirements of subsection (a) of this section may be waived, and the determination states the reasons for such waiver.

(c) Required submissions relating to change orders or contract modifications. For federally funded purchases and as otherwise required by the purchasing manager, the contractor shall submit cost or pricing data prior to the pricing of any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding, whether or not cost or pricing data was required in connection with the initial pricing of the contract.

(d) Certification required. A contractor, actual or prospective, required to submit cost or pricing data in accordance with this section shall certify that, to the best of his knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a mutually specified date prior to the award of the contract or the pricing of the change order or contract modification.

(e) Price adjustment provision required. Any contract award, change order, or contract modification under which the submission and certification of cost or pricing data are required shall contain a provision stating that the price to the city, including profit or fee, shall be adjusted to exclude any significant sums by which the city finds that such price was increased because the contractor-furnished cost or pricing data was inaccurate, incomplete, or not current as of the date agreed upon between the city and the contractor.

(Code 1988, § 25.5-52; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2589, § I, 9-7-10)

Sec. 24-181. - Cost or price analysis.

(a) Under this chapter, a cost analysis, or a price analysis, as appropriate, shall be conducted for contracts established through the application of section 24-95 (Sole source procurement). A written record of such cost analysis or price analysis shall be made a part of the contract file.

(b) For all federally funded purchases, a cost or price analysis must be conducted as required by applicable federal regulations for all related contracts including contract cost modifications. The cost or price analysis shall be public record.

(Code 1988, § 25.5-53; Ord. No. 2589, § II, 9-7-10)

Sec. 24-182. - Bid and performance bonds on supply or service contracts.

Bid and performance bonds or other security may be requested for supply contracts or service contracts as the purchasing manager or head of a using agency deems advisable to protect the city's interest. Any such bonding or security requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility.

(Code 1988, § 25.5-54; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-183. - Cancellation/rejection of invitation for bid or request for proposal; No Responsive Offers Received

(a) Under this chapter, an invitation for bid, a request for proposal, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the city. The reasons therefor shall be made part of the contract file. Each solicitation issued by the city shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the city. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity

will be given to compete on any resolicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request of unsuccessful bidders or offerors.

(b) If no responsive offers are received, then the purchasing manager may purchase the required goods or services, with no change in the published specifications, in the open market at the best obtainable price. If the specifications are changed, or if so required by the purchasing manager, a purchase in the open market shall not be permitted and the competitive solicitation must be reissued.

(Code 1988, § 25.5-38; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-184. - Preferences.

(a) Preference factor. A preference factor may be applicable to quotes, bids or proposals received in response to procurement solicitations conducted.

(1) Except for competitive procurement solicitations that are subject to 53 FR 8033 (Common Rule) as promulgated through the U.S. Office of Management and Budget, a preference factor shall be applicable to local businesses based upon a five percent deduction from the local business quote or bid, or five percent of total evaluation points being added to the score of a proposal from a local business.

(2) Except for competitive procurement solicitations that are subject to 53 FR 8033 (Common Rule) as promulgated through the U.S. Office of Management and Budget, a preference factor shall be applicable to resident businesses which has a valid resident business certificate issued by the New Mexico Taxation and Revenue department based upon a five percent of total evaluation points being added to the score of a proposal from a resident business and a preference factor shall applicable to resident veteran business which has a valid resident veteran business certificate issued by New Mexico Taxation and Revenue department based upon a ten percent of the total evaluation points being added to the score of a proposal from a resident veteran business.

(3) A preference factor for Section 3 firms as defined in the Housing and Urban Development Act of 1968, 12 U.S.C. 17801u (Section 3), as amended, shall be applicable pursuant to that Act whenever a contract resulting from a competitive procurement solicitation is funded through a grant from the U.S. Housing and Urban Development Department.

(b) New Mexico materials. Except for competitive procurement solicitations that are subject to 53 FR 8033 (Common Rule) as promulgated through the U.S. Office of Management and Budget, a preference for the use of materials produced, grown, processed, or manufactured in New Mexico by citizens or residents of New Mexico shall apply pursuant to § 13-4-2, NMSA, 1978, as amended.

(c) Limitations. No bidder/offeror entitled to preference pursuant to this section shall receive more than a ten percent preference on any one bid/proposal submitted. Only the principal bidder/offeror or one of the principal bidders/offerors, not a subcontractor, may qualify for a preference.

(Code 1988, § 25.5-40; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2658, § I (exh. B), 8-6-12)

Sec. 24-185 Change orders

(a) Changes in time. Extensions of time on construction contracts or professional/technical service contracts, may be granted by the Project Manager, subject to appropriate approvals, on a case-by-case basis for the following reasons:

(1) One additional day for each delay in which the contractor could not perform contractual work and subsequent days as may be required to repair work damage by weather, as defined in General Conditions for Construction Contracts, 2004, during the term of the contract;
(2) City-requested changes to project specifications that incur time as a result;
(3) Other circumstances in which the City believes such an extension of time is in the best interest of the project and must be approved by the Department Director;
(4) Limitations on extensions of time addressed by this policy are as follows:
    a. An increase of 30 contractual days to the original contract time, shall be approved by the Program Manager;
    b. An increase of 31 to 60 contractual days to the original contract time shall be approved by the appropriate Department Director;
    c. An increase of more than 60 contractual days to the original contract time, shall be approved by the City Manager.

(b) Changes in cost

(1) Any changes in contract cost which includes base contract amount, contingency, and NMGRT, require the following approvals:

Change	**Approver**
Less than 5%	Program Manager
More than 5% less than 10%	Department Director
More than 10% less than 15%	Assistant City Manager
More than 15%	City Manager
Contract approved by City Council	City Council
Exceeds approved budget amount	City Council

(2) Budgetary Authority: In no case does City staff or Management have the ability to increase the budget at the fund level, including usage of unbudgeted fund balance, without City Council approval.
(3) Proposed construction work that deviates from the contract drawings and/or specifications shall be initiated with a field notice followed by a duly authorized change order when there is a change in cost and approved by the appropriate Approver and based on current thresholds.

(Code 1988, § 25.5-40; Ord. No. 2852, § 5-21-18)

Sec. 24-186. Suspension of Project

Due to reasons beyond the contractor’s control or conditions exist which will impair the quality of the work, and upon recommendation by the Department Director, the purchasing manager, or the Office of the City Manager shall have the authority to suspend a construction or consultant project indefinitely.

Sec. 24-187. - Maximum practicable competition.

Under this chapter, all specifications shall be drafted so as to promote overall economy for the purposes intended and to encourage competition in satisfying the city's needs and shall not be unduly restrictive. The policy enunciated in this section applies to all specifications including, but not limited to those prepared for the city by architects, engineers, designers, and drafters.

(Code 1988, § 25.5-81)

Sec. 24-188. - Qualified products list.

The city may adopt qualified product lists that shall allow for maximum competition as is practical and that will satisfy the requirements of the city.

(Code 1988, § 25.5-82)

Sec. 24-189. - Brand name specification or equal specification.

(a) Use. Under this chapter, brand name or equal specifications may be used when the purchasing manager determines in writing that:

(1) No other design or performance specification or qualified products list is available;

(2) Time does not permit the preparation of another form of purchase description, not including a brand name specification;

(3) The nature of the product or the nature of the city's requirements makes use of a brand name or equal specification suitable for the procurement; or

(4) Use of a brand name or equal specification is in the city's best interest.

(b) Samples of "or equal" materials should be submitted with the bid; however, they may be submitted after the bid opening if adequate time is allowed to evaluate the samples before the bid is awarded.

(c) Designation of several brand names. Brand name or equal specifications shall seek to designate three, or as many different brands as are practicable, as "or equal" references, and shall further state that substantially equivalent products to those designated will be considered for award.

(d) Required characteristics. Unless the purchasing manager determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.

(e) Nonrestrictive use of brand name or equal specifications. Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

(Code 1988, § 25.5-83; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-190. - Brand name specification.

(a) Use. Since use of a brand name specification is restrictive of product competition, it may be used only when the purchasing manager makes a written determination that only the identified brand name item will satisfy the city's needs.

(b) Competition. The purchasing manager shall seek to identify sources from which the designated brand name item can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under sole source procurement.

(Code 1988, § 25.5-84; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-191. - Authority for cooperative procurement.

The purchasing manager may either participate in, sponsor, or administer a cooperative procurement agreement for the procurement of any city services, construction, or items of tangible personal property with any other state agency, local public body, or external procurement unit in accordance with an agreement.

(Code 1988, § 25.5-131)

Secs. 24-192 – 24-195. Reserved.

DIVISION 3. - PROCUREMENT OF TANGIBLE GOODS

Sec. 24-196. - Contracting for tangible goods selection procedure.

(a) Tangible goods shall be procured in accordance with this division.

Sec. 24-197. - Competitive sealed bidding.

Conditions for use. Where no factors other than cost will be considered, competitive sealed bidding shall be used.

(a) Invitation for bids. An invitation for bids shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement.

(b) Public notice. For bids estimated to be $100,000.00 or more, adequate public notice of the invitation for bid shall be given at a reasonable time not less than seven calendar days prior to the date set forth for the opening of the bid. The public notice shall state the place, date, and time of bid opening, and where bid documents may be inspected or obtained. Public notice shall be published in a local newspaper of general circulation. All other public notice may include publication in regional newspapers of general circulation or posting through an electronic medium which is accessible to the general public.

(c) Bid opening. A bid shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. A late bid will not be accepted. Lateness will be determined by the purchasing manager's time clock, and the purchasing manager's determination of promptness or lateness will be final. The amount of each bid and such other relevant information as the purchasing manager deems appropriate, together with the name of each bidder, shall be recorded; the record and each bid shall be open to public inspection. A copy of the information may be obtained by sending a self-addressed stamped envelope with reference to the bid number and title to the purchasing department. This information will not be given over the telephone.

(d) Bid acceptance and bid evaluation. A bid shall be unconditionally accepted without alteration or correction, except as authorized in this chapter. Bids shall be evaluated based on the requirements set forth in the invitation for bid, which may include criteria to determine acceptability, such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation for bid shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the invitation for bid. Original cover sheet and all documents must be provided fully executed, if not so provided bid will be rejected.

(e) Correction or withdrawal of bids; cancellation of awards. Correction or withdrawal of an inadvertently erroneous bid before or after bid opening or cancellation of awards or contracts based on such bid mistakes may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice in the office designated in the invitation for bids prior to the

time set for bid opening. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the city or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

(1) The mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or

(2) The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the purchasing manager.

(f) Award. Unless otherwise determined impractical by the purchasing manager, bids resulting in contract(s) totaling less than $100,000.00 in the aggregate shall be awarded only to qualified local manufacturers or local businesses. If there are not any responsive/responsible local bidders, then award should go to qualified non-local manufacturers or businesses. Contracts shall be awarded to the most responsible and responsive bidder who provides the best value as set forth in the requirements and criteria specified in the invitation for bid.

(g) Multistep sealed bidding. When it is considered impractical to prepare initially a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

(h) Federal funding. Any competitive, sealed bid procurement utilizing federal assistance requires at least two bids, firmed fixed-price contracts, and selection based principally on price.

(Code 1988, § 25.5-31; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2532, §§ II, III, 8-17-09; Ord. No. 2746, §§ I, II, 2-3-15; Ord. No. 2852, § 5-21-18)

Sec. 24-198. - Notice of projects; recommendations.

(a) When the cost of tangible goods is estimated to be $100,000 or more, the city shall cause to be published, at least two weeks before initial screening of professional firms or persons by the selection advisory committee, a legal advertisement containing a brief description of the work to be performed by the professional firms or persons and inviting interested firms to submit their qualifications for consideration by the selection advisory committee.

Sec. 24-199. - Approval of contracts.

(a) Contracts, except state and federal agency and other non-procurement contracts, will be signed by the purchasing manager or his designee. State, federal agency and other non-procurement contracts will be signed by the Mayor or city manager or their designees.

(Code 1988, § 2-140, Ord. No. 1703, § X, 10-19-98; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2746, §§ I, II, 2-3-15)

Sec. 24-200. - Contractor records.

If a city contract is being funded in whole or in part by assistance from a federal agency, the contract shall include provisions requiring the contractor and subcontractors at any tier to:

(1) Maintain for three years from the date of final payment under the contract all books, documents, papers, and records pertinent to the contract; and

(2) Provide to the city, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers, and records for the purposes of examining, auditing, and copying them.

(Code 1988, § 25.5-161)

Sec. 24-201. - Patents.

If a city contract involving research and development, experimental, or demonstration work is being funded in whole or in part by assistance from a federal agency, the contract shall include provisions:

(1) Giving notice to the contractor of the applicable grantor agency requirements and regulations concerning reporting of and rights to any discovery or invention arising out of the contract; and

(2) Requiring a contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.

(Code 1988, § 25.5-162)

Sec. 24-202. - Copyrights and rights in data.

If a city contract is being funded in whole or in part by assistance from a federal agency, the contract shall include a provision giving the contractor notice of the applicable regulations concerning the rights of the United States to any plans, drawings, specifications, computer programs, technical reports, operating manuals, and similar work products developed and paid for under the contract.

(Code 1988, § 25.5-163)

Sec. 24-203. - Notice of federal public policy requirements.

If the city contract is being funded in whole or in part by assistance from a federal agency, and the contract is subject to one or more federal public policy requirements, such as: (i) equal employment opportunity; (ii) fair labor standards; (iii) energy conservation; (iv) environmental protection; or (v) other similar socioeconomic programs, the purchasing manager shall include contract provisions giving the contractor notice of these requirements and, where appropriate, including in those contract provisions the requirement that the contractor give a similar notice to all of its subcontractors.

(Code 1988, § 25.5-164; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-204. - Buy American/Buy America requirements.

If a city contract is being funded in whole or in part by assistance from a federal agency, the city shall adhere to the appropriate Buy American/Buy America requirements of the federal agency providing the assistance.

(Code 1988, § 25.5-165)

Sec. 24-205. - Energy conservation.

If a city contract is being funded in whole or in part by assistance from a federal agency, the city's solicitation shall seek to promote energy conservation and shall comply with any mandatory standards and policies which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

(Code 1988, § 25.5-166)

Sec. 24-206. - Small, women-owned and minority business enterprises.

(a) Expand participation. If a city contract is being funded in whole or in part by assistance from a federal agency, the purchasing manager shall take affirmative steps to ensure that small, women-owned, and minority businesses are utilized when possible as sources of supplies, services, and construction items.

(b) Examples of affirmative steps. Affirmative steps to be taken shall include the following:

(1) Including qualified small, women-owned, and minority businesses on solicitation lists;

(2) Ensuring that small, women-owned, and minority businesses are solicited whenever they are potential sources;

(3) When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, women-owned, and minority business participation;

(4) Where the requirement permits, establishing delivery schedules which will encourage participation by small, women-owned, and minority business; and

(5) Using the services and assistance of the small business administration or the office of minority business enterprise of the department of commerce, as required.

(c) Pass-through to subcontracts. A contractor awarded a federally funded contract shall take the affirmative steps, as linked in subsection (b) of this section, in awarding its subcontracts.

(Code 1988, § 25.5-167; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-207. - Labor surplus area businesses.

If a city contract is being funded in whole or in part by assistance from a federal agency, the purchasing manager is encouraged to procure supplies, services, and construction items from businesses located in labor surplus areas.

(Code 1988, § 25.5-168; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-208. - Cost or pricing data.

(a) Required submissions relating to award of contracts. A prospective contractor shall submit cost or pricing data when the city contract is federally funded or is to be awarded on a noncompetitive basis.

(b) Exceptions. Except for federally funded purchases, the submission of cost or pricing data relating to the award of a contract is not required when:

(1) The contract price is based on established catalogue prices or market prices;

(2) The contract price is set by law or regulation; or

(3) It is determined in writing by the purchasing manager that the requirements of subsection (a) of this section may be waived, and the determination states the reasons for such waiver.

(c) Required submissions relating to change orders or contract modifications. For federally funded purchases and as otherwise required by the purchasing manager, the contractor shall submit cost or pricing data prior to the pricing of any change order or contract modification, including adjustments to

contracts awarded by competitive sealed bidding, whether or not cost or pricing data was required in connection with the initial pricing of the contract.

(d) Certification required. A contractor, actual or prospective, required to submit cost or pricing data in accordance with this section shall certify that, to the best of his knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a mutually specified date prior to the award of the contract or the pricing of the change order or contract modification.

(e) Price adjustment provision required. Any contract award, change order, or contract modification under which the submission and certification of cost or pricing data are required shall contain a provision stating that the price to the city, including profit or fee, shall be adjusted to exclude any significant sums by which the city finds that such price was increased because the contractor-furnished cost or pricing data was inaccurate, incomplete, or not current as of the date agreed upon between the city and the contractor.

(Code 1988, § 25.5-52; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2589, § I, 9-7-10)

Sec. 24-209. - Cost or price analysis.

(a) Under this chapter, a cost analysis, or a price analysis, as appropriate, shall be conducted for contracts established through the application of section 24-95 (Sole source procurement). A written record of such cost analysis or price analysis shall be made a part of the contract file.

(b) For all federally funded purchases, a cost or price analysis must be conducted as required by applicable federal regulations for all related contracts including contract cost modifications. The cost or price analysis shall be public record.

(Code 1988, § 25.5-53; Ord. No. 2589, § II, 9-7-10)

Sec. 24-210. - Bid and performance bonds on supply or service contracts.

Bid and performance bonds or other security may be requested for supply contracts or service contracts as the purchasing manager or head of a using agency deems advisable to protect the city's interest. Any such bonding or security requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility.

(Code 1988, § 25.5-54; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-211. - Cancellation/rejection of invitation for bid or request for proposal; No Responsive Offers Received

(a) Under this chapter, an invitation for bid, a request for proposal, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the city. The reasons therefor shall be made part of the contract file. Each solicitation issued by the city shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the city. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request of unsuccessful bidders or offerors.

(b) If no responsive offers are received, then the purchasing manager may purchase the required goods or services, with no change in the published specifications, in the open market at the best obtainable price. If the specifications are changed, or if so required by the purchasing manager, a purchase in the open market shall not be permitted and the competitive solicitation must be reissued.

(Code 1988, § 25.5-38; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-212. - Preferences.

(a) Preference factor. A preference factor may be applicable to quotes, bids or proposals received in response to procurement solicitations conducted.

(1) Except for competitive procurement solicitations that are subject to 53 FR 8033 (Common Rule) as promulgated through the U.S. Office of Management and Budget, a preference factor shall be applicable to local businesses based upon a five percent deduction from the local business quote or bid, or five percent of total evaluation points being added to the score of a proposal from a local business.

(2) Except for competitive procurement solicitations that are subject to 53 FR 8033 (Common Rule) as promulgated through the U.S. Office of Management and Budget, a preference factor shall be applicable to resident businesses which has a valid resident business certificate issued by the New Mexico Taxation and Revenue department based upon a five percent of total evaluation points being added to the score of a proposal from a resident business and a preference factor shall applicable to resident veteran business which has a valid resident veteran business certificate issued by New Mexico Taxation and Revenue department based upon a ten percent of the total evaluation points being added to the score of a proposal from a resident veteran business.

(3) A preference factor for Section 3 firms as defined in the Housing and Urban Development Act of 1968, 12 U.S.C. 17801u (Section 3), as amended, shall be applicable pursuant to that Act whenever a contract resulting from a competitive procurement solicitation is funded through a grant from the U.S. Housing and Urban Development Department.

(b) New Mexico materials. Except for competitive procurement solicitations that are subject to 53 FR 8033 (Common Rule) as promulgated through the U.S. Office of Management and Budget, a preference for the use of materials produced, grown, processed, or manufactured in New Mexico by citizens or residents of New Mexico shall apply pursuant to § 13-4-2, NMSA, 1978, as amended.

(c) Limitations. No bidder/offeror entitled to preference pursuant to this section shall receive more than a ten percent preference on any one bid/proposal submitted. Only the principal bidder/offeror or one of the principal bidders/offerors, not a subcontractor, may qualify for a preference.

(Code 1988, § 25.5-40; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2658, § I (exh. B), 8-6-12)

Sec. 24-213 Change orders

(a) Changes in cost

(1) Any changes in base contract amount require the following approvals:

Change	**Approver**
Less than 5%	Program Manager
More than 5% less than 10%	Department Director

More than 10% less than 15%	Assistant City Manager
More than 15%	City Manager
Contract approved by City Council	City Council
Exceeds approved budget amount	City Council

(2) Budgetary Authority: In no case does City staff or Management have the ability to increase the budget at the fund level, including usage of unbudgeted fund balance, without City Council approval.

(Code 1988, § 25.5-40; Ord. No. 2852, § 5-21-18)

Sec. 24-214. Suspension of Project

Due to reasons beyond the contractor's control or conditions exist which will impair the quality of the work, and upon recommendation by the Department Director, the purchasing manager, or the Office of the City Manager shall have the authority to suspend a construction or consultant project indefinitely.

Sec. 24-215. - Maximum practicable competition.

Under this chapter, all specifications shall be drafted so as to promote overall economy for the purposes intended and to encourage competition in satisfying the city's needs and shall not be unduly restrictive. The policy enunciated in this section applies to all specifications including, but not limited to those prepared for the city by architects, engineers, designers, and drafters.

(Code 1988, § 25.5-81)

Sec. 24-216. - Qualified products list.

The city may adopt qualified product lists that shall allow for maximum competition as is practical and that will satisfy the requirements of the city.

(Code 1988, § 25.5-82)

Sec. 24-217. - Brand name specification or equal specification.

(a) Use. Under this chapter, brand name or equal specifications may be used when the purchasing manager determines in writing that:

(1) No other design or performance specification or qualified products list is available;

(2) Time does not permit the preparation of another form of purchase description, not including a brand name specification;

(3) The nature of the product or the nature of the city's requirements makes use of a brand name or equal specification suitable for the procurement; or

(4) Use of a brand name or equal specification is in the city's best interest.

(b) Samples of "or equal" materials should be submitted with the bid; however, they may be submitted after the bid opening if adequate time is allowed to evaluate the samples before the bid is awarded.

(c) Designation of several brand names. Brand name or equal specifications shall seek to designate three, or as many different brands as are practicable, as "or equal" references, and shall further state that substantially equivalent products to those designated will be considered for award.

(d) Required characteristics. Unless the purchasing manager determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.

(e) Nonrestrictive use of brand name or equal specifications. Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

(Code 1988, § 25.5-83; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-218. - Brand name specification.

(a) Use. Since use of a brand name specification is restrictive of product competition, it may be used only when the purchasing manager makes a written determination that only the identified brand name item will satisfy the city's needs.

(b) Competition. The purchasing manager shall seek to identify sources from which the designated brand name item can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under sole source procurement.

(Code 1988, § 25.5-84; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-219. - Authority for cooperative procurement.

The purchasing manager may either participate in, sponsor, or administer a cooperative procurement agreement for the procurement of any city services, construction, or items of tangible personal property with any other state agency, local public body, or external procurement unit in accordance with an agreement.

(Code 1988, § 25.5-131)

Sec. 24-220. Reserved.

ARTICLE VI. – DEBARMENT OR SUSPENSION

Sec. 24-221. – Authority to suspend.

(a) The purchasing manager, after consulting with the city attorney and the contract administrator, as defined by the using department, is authorized to suspend a person for cause from consideration for the award of future city contracts for a specified period of time. The suspension may apply to a person in his/her individual as well as corporate capacity. The suspension shall be for a period of not more than three months.

(b) The causes for suspension shall include one or more of the following:

(1) Violation of any city or noncity contract provision, as follows, of a character which is regarded by the purchasing manager to be so serious as to justify suspension:

a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, including failure to pay subcontractors. Failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension.

(2) Any other cause the purchasing manager determines to be so serious and compelling as to affect responsibility as a city contractor, including debarment by another governmental entity for any cause listed in this chapter.

(3) Violation of the ethical standards set forth in Article II of this chapter.

(Code 1988, § 25.5-101; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-222. – Authority to debar.

(a) The purchasing manager, after consulting with the city attorney and the contract administrator, as defined by the using department, is authorized to debar a person for cause from consideration for the award of future city contracts for a specified period of time. The debarment may apply to a person in his/her individual as well as corporate capacity. The debarment shall be for a period of not more than three years.

(b) The causes for debarment shall include one or more of the following:

(1) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a city contractor.

(3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals.

(4) Violation of any city or noncity contract provision, as follows, of a character which is regarded by the purchasing manager to be so serious as to justify debarment action:

a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, including failure to pay subcontractors. Failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.

(5) Any other cause the purchasing manager determines to be so serious and compelling as to affect responsibility as a city contractor, including debarment by another governmental entity for any cause listed in this chapter.

(6) Violation of the ethical standards set forth in Article II of this chapter.

(7) Any violation of the drug-free workplace regulations.

(Code 1988, § 25.5-101; Ord. No. 1923, § 1, 6-17-02

Sec. 24-223. – Notice of decision.

(a) Mailing notice. Any written decision by the purchasing manager to debar a person under this article shall be sent by certified mail, return receipt requested, to the person affected by the decision, or by hand delivery and delivery receipt requested.

(b) Contents of notice. The written notice of the purchasing manager's decision shall set forth in detail all reasons for the debarment and shall inform the person of their rights concerning administrative appeal.

(Code 1988, § 25.5-102; Ord. No. 1923, § 1, 6-17-02)

Secs. 24-224 - Determination of responsibility in construction and consultant contracts.

(a) In all contracts related to capital projects, the purchasing manager may evaluate the past performance of an entity doing business with the city and determine if the contractor is not a responsible offeror. In the evaluation of the performance of the contractor, the following factors shall be considered:

(1) Timeliness of performance;

(2) Quality of performance;

(3) Compliance with all applicable City ordinances;

(4) Compliance with the labor laws regarding payment of wage rates;

(5) Compliance with all applicable municipal, state, and federal laws;

(6) Poor performance causing delays in performance by other contractors;

(7) Failure to comply with safety laws, rules and regulations;

(8) Failure to accept responsibility for managing claims arising out of the performance of their contracts;

(9) Or any other factor which, singly or in combination with the above, results in a determination by the department director that the proposed contracting entity is not a responsible offeror.

(b) Any such determination of non-responsibility made by the purchasing manager shall be sent to the contractor by certified mail, return receipt requested. A determination of non-responsibility shall continue until such time as the purchasing manager, based on contract performance occurring after the determination, then determines that offeror has improved its performance sufficient to be deemed responsible. Any determination of non-responsibility may be protested.

Secs. 24-225-24-230. - Reserved.

ARTICLE VII. - APPEALS AND REMEDIES

Sec. 24-231. - Bid protests.

(a) Right to protest. Any offeror who is aggrieved in connection with the procurement process of this chapter, including but not limited to the solicitation or award of a contract, may file a written protest with the purchasing manager. Such protest must be filed within five working days after the aggrieved bidder or offeror knows or should have known of the facts giving rise to the protest unless, otherwise specified in this chapter. If the protest concerns the awarding of a bid, the protest must be filed within

five working days of receipt of the purchasing's manager's determination. The protestor shall set forth in detail all reasons for the protest. The protest shall:

(1) Include the name and address of the protestor;

(2) Identify the contracting activity and the number of the solicitation, if any, and if a contract has been awarded the contract number, if any;

(3) Contain a statement of the grounds for protest;

(4) Include supporting exhibits, evidence affidavits or documents to substantiate any claim unless not available within the filing time, in which case the expected availability date shall be indicated; and

(5) Specify the ruling requested from the purchasing manager.

(b) Bid protest appeal bond or security. The options for an appeal bond or security are an appellate bond through a bonding company authorized to do business in New Mexico; letter of credit or its equivalent from a federally insured financial institution; or cashier's check or its equivalent payable to the City of Las Cruces. Amount of appeal bond or security shall be determined as follows:

(1) One Thousand and No/100 Dollars ($1,000.00) for a bid protest to a contract expected to be awarded in an amount under One Hundred Thousand and No/100 Dollars ($100,000.00).

(2) Five Thousand and No/100 Dollars ($5,000.00) for a bid protest to a contract expected to be awarded in an amount between One Hundred Thousand and No/100 Dollars ($100,000.00) and Five Hundred Thousand and No/100 Dollars ($500,000.00).

(3) Ten Thousand and No/100 Dollars ($10,000.00) for a bid protest to a contract expected to be awarded in an amount in excess of Five Hundred Thousand and No/100 Dollars ($500,000.00).

(4) The purchasing manager will determine the amount of the appeal bond or security based on bids received, the engineer's estimate, and/or budgeted project funds, and that decision will be final.

(c) Duties of purchasing manager upon receipt of protest. Upon receipt of any protest filed in accordance with section (a) of this section, the purchasing manager shall review the facts giving rise to the protest and within 15 working days mail to the protestor and all other bidders, return receipt requested, a written determination concerning the validity of the protest. The determination shall set forth the rationale, the proposed action to be taken by the purchasing manager or the city and shall inform the protestor and other bidders of their right to appeal the purchasing manager's determination in accordance with the appeal procedures set forth in subsection (c) of this section. Failure to timely appeal the purchasing manager's determination shall bar further recourse by the protestor or any other bidder, and the purchasing manager's determination and proposed action shall be final.

(d) State of procurement during protest. If timely protest is made under subsection (a) of this section, the purchasing manager shall not proceed further with the solicitation or award of the contract until the appeal process has been concluded in accordance with this section or until the purchasing manager makes a determination based on the records that the award of the contract without delay is necessary to protect substantial interests of the city. If the purchasing manager determines an award without delay is necessary and the protestor later prevails in the appeal, the protestor shall be entitled only to reasonable costs, not to include attorney fees, associated with the preparation and submission of the bid.

(e) Appeal of purchasing manager's decision. Any protestor or other bidder aggrieved by the purchasing's manager's determination made pursuant to subsection (b) of this section may appeal such determination by filing, within five working days of receipt of such decision, a written notice of appeal with the city clerk, which shall set forth in detail all reasons for the appeal and whether or not the protestor will be represented by an attorney.

(f) Appeals board. All timely appeals of the purchasing manager's determination shall be heard by the appeals board within 15 working days after the filing of the notice of appeal with the city clerk. The appeals board shall consist of three members who are neither city employees nor city councilors and who shall be appointed by the city manager. The members may be paid or may serve voluntarily. The city clerk shall be responsible for notifying all protestors and other bidders of the time and place of the hearing.

(g) Hearing procedures. The hearing shall be informal but shall provide at a minimum for the swearing in and cross examination of witnesses by the city or any party having filed an appeal. The board may develop rules for the conduct of protest meetings. After concluding the hearing, the appeals board shall issue a written determination, within 15 working days of holding a hearing, of either upholding or reversing the purchasing manager's determination. The determination shall be final.

(h) Costs. The losing party to the appeal shall be responsible for the reasonable costs of the appeal as determined by the appeals board. The board's determination of costs shall be based on the costs and expenses incurred by the board, including but not limited to the board's salary, attorneys' fees, reproduction, and transcription costs.

(Code 1988, § 25.5-111; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-232. – Debarment appeal.

(a) Timely appeal. The person debarred may appeal the determination of the purchasing manager by filing, within five working days of the receipt of the determination, a written notice of appeal and filing an appeals bond with the city clerk in an amount to be set by resolution of the city council. Any notice of appeal not filed within the five-working-day period shall not be timely. The notice of appeal shall be filed with the city clerk and shall set forth in detail all reasons for the appeal. No debarred person shall contact orally or in writing any member of the appeals board outside of the adjudicatory process.

(b) Appeals board. All timely appeals of the purchasing manager’s determination shall be heard by the appeals board within 15 working days after filing the notice of appeal with the city clerk. The appeals board shall consist of three members who are neither city employees nor city councilors and who shall be appointed by the city manager. The members may receive travel expenses or per diem or may serve voluntarily.

(c) Notification of hearing. The city clerk shall be responsible for notifying the debarred person of the time and place of the hearing, which shall be opened to the public and conducted in compliance with the Open Meetings Act.

(d) Record of hearing. The city shall provide a clerk who shall record the hearing and prepare a nonverbatim account of the hearing. Copies of the recordings and nonverbatim account shall be provided to the debarred person for a reasonable reproduction cost.

(e) Conduct of hearing. The hearing shall be informal but shall provide at a minimum for the swearing in and cross examination of witnesses by the parties involved. The appeals board shall have the authority to call for the attendance of witnesses and the production of documents, to swear witnesses, to call witnesses itself, to examine witnesses including the debarred person, and to hear

all evidence properly brought before it. The formal rules of evidence shall not apply to this proceeding. The appeals board may adopt additional rules for hearings not inconsistent with this chapter.

(f) Legal representation. The debarred person may be represented before the appeals board by a representative of his choice. The representative shall be identified, and their name made known to the board three days prior to the hearing. If the representative of the person who has appealed is an attorney, the purchasing manager may be represented by the city attorney.

(g) Written decision of board. After concluding the hearing, the appeals board shall issue a written decision either upholding or reversing the purchasing manager's determination within 15 working days of the completion of the hearing. The decision of the board shall be based upon the evidence received at the hearing and shall be final.

(h) Costs. The losing party to the appeal shall be responsible for the reasonable costs of the appeal as determined by the appeals board. The board's determination of costs shall be based on the costs and expenses incurred by the board, including but not limited to the board's salary, attorneys' fees, reproduction, and transcription costs.

(Code 1988, § 25.5-103; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-233. - Remedies for solicitations or awards in violation of law.

(a) Prior to bid opening or closing date for receipt of proposals. If, prior to the bid opening or the closing date for receipt of proposals, the purchasing manager, after consultation with the city attorney, determines that a solicitation made under this chapter is in violation of federal, state, or municipal law, the solicitation shall be canceled or revised to comply with applicable law.

(b) Prior to award. If, after bid opening or the closing date for receipt of proposals, the purchasing manager, after consultation with the city attorney, determines that a solicitation or a proposed award of a contract made under this chapter is in violation of federal, state, or municipal law, the solicitation or proposed award shall be canceled.

(c) After award. If, after an award, the purchasing manager, after consultation with the city attorney, determines that a solicitation or award of a contract made under this chapter was in violation of applicable law, then:

(1) If the person awarded the contract has not acted fraudulently or in bad faith, the contract may be:

a. Ratified and affirmed, provided it is determined that doing so is in the best interests of the city; or

b. Terminated, and the person awarded the contract shall be compensated for actual costs reasonably incurred under the contract, plus a reasonable profit, prior to the termination; or

(2) If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if such action is in the best interests of the city.

(Code 1988, § 25.5-113; Ord. No. 1923, § 1, 6-17-02)

PART II – MUNICIPAL CODE
Chapter 24 – PROCUREMENT CODE

ARTICLE I. - IN GENERAL

Sec. 24-1. - Purpose.

The purpose of this chapter is to maximize the purchasing value of public funds and to provide safeguards for maintaining a procurement system of quality and integrity.

(Code 1988, § 25.5-1)

Sec. 24-2. - Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

All definitions listed within New Mexico Statutes sections 13-1-21 through 13-1-199, NMSA, 1978, plus, sections 13-4-1 through 13-4-43, NMSA, 1978, are incorporated herein by reference. Wherever difference exists between such statutory definitions and any definitions within this chapter, the definition of this chapter shall prevail.

Advertising means a public medium promoting a product, service, or event, including radio, television, print and electronic.

Agreement means two or more persons having common understanding about responsibilities, obligations, duties, and rights.

Approved equal means approved specifications as established by the industry or the using agency.

Award means the issuance of a validly executed contract which may include a purchase order.

Bid means a response to a competitive sealed procurement solicitation.

Bidder means a person who submits a quote/bid in response to a solicitation for respective, competitive quotes/bids.

Blind trust means an independently managed trust in which the employee-beneficiary has no management rights and in which the employee-beneficiary is not given notice of alterations in or other disposition of the property subject to the trust.

Brand name or equal specifications means a specification limited to one or more items by manufacturers' names or catalog numbers to describe the standard of quality, performance, and other salient characteristics needed to meet city requirements, and which provides for the submission of equivalent products.

Business means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

Calendar days means all days in a month including weekend, holidays, etc.

Construction Manager At Risk (CMAR) means the construction manager commits to deliver the project within a Guaranteed Maximum Price (GMP) based on the construction documents and specifications.

Contingency means an amount set aside to address unforeseen issues.

Contract means agreement between two or more persons authorized to legally bind their interests by setting forth what each person will or will not do in the procurement of tangible personal property, professional or nonprofessional services, or construction.

Contract administration means a contract administration system designed to ensure that a contractor is performing in accordance with the solicitation under which the contract was awarded, and the terms and conditions of the contract, shall be maintained.

Contract limitations and change orders means a construction related written order directing the contractor to make a change, which the contract authorizes with or without the contractor's consent.

Defective pricing means when a contractor has more current, complete, and accurate cost and pricing data and does not disclose it resulting in a significant increase in price.

Employee means an individual drawing salary or wages from the city, whether elected or not; any uncompensated individual performing personal services for the city or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the city; and any uncompensated individual serving as an elected official of the city.

Financial interest means:

(1) Ownership of one percent or more of any property or business; or

(2) Holding a position in a business such as officer, director, trustee, partner, employee, or the like, or holding any position of management.

Gratuity means anything of value that is presented or promised in anticipation of receiving a consideration, whether or not the consideration is less than, equal to or greater than the value presented or promised.

Immediate family means an employee's spouse, son, daughter, or parent as defined in FMLA regulations. FMLA defines the term "parent" as "a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when he or she was a minor."

Invitation for bid/invitation to bid (IFB or ITB) means all documents, whether attached or incorporated by reference, used for soliciting sealed bids whereby award is based upon the lowest price that meets specifications.

Local business means a business that has a valid city business certificate or license issued through the City of Las Cruces.

Non-procurement contracts means any agreement that was not the result of a procurement, for example memoranda of understanding, grant pass-through or fiscal agent agreements, or contracts that don't involve expenditures for goods or services.~~.~~

Offeror means a person submitting a proposal in response to a competitive request for proposals.

Person means any business, individual, union, committee, club, or other organization, or group of individuals.

Pricing data means factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and subcontract prices.

Professional services means the services of architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified

public accountants, registered public accountants, lawyers, psychologists, planners, researchers, construction managers and other persons or businesses providing similar professional services.

Procurement means the buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, service, or construction, including needs analysis, specification development, competitive or noncompetitive solicitation of sources, contract development, negotiation and execution, and all phases of contract administration.

Proposal means a response to a competitive sealed procurement solicitation.

Public agency means an administrative division of city, state, or federal government.

Qualified products list means an approved list of tangible goods, services, or construction items described by model or catalog numbers, which, prior to competitive solicitation, a determination was made that the list met applicable specification requirements.

Quote means a response to a procurement solicitation less than ~~$75~~100,000 conducted for the purchase of goods/services/construction, whereby award is based upon the lowest price that meets specifications as deemed practical.

~~*Request for information (RFI)* means a solicitation to obtain general information about products, services, or suppliers.~~

Request for proposals (RFP) means a competitive solicitation of proposals conducted for the purchase of goods/services/construction whereby the responses are evaluated considering multiple, weighted criteria and the resulting contract is awarded based upon the response ranked highest considering such criteria.

~~*Request for quote (RFQ)* means a competitive solicitation quotes conducted for the purchase of goods/services/construction, whereby award is based upon the lowest price that meets specifications as deemed practical.~~

Supplies includes tangible goods including, but is not limited to, equipment, materials, rolling stock, books, fuel, tools, printed media.

Tangible goods means physical objects or items (like equipment and inventory) that can be touched and has a real, physical presence.

Technical services means research and development (R&D) work, the development and installation of management information systems (MIS), materials requirement planning (MRP) systems, and the development of technical manuals, printing services, and repair services.

Using agency means any department, commission, board, or public agency requiring supplies, services, or construction procured pursuant to this chapter.

Working days means only those days per City calendar in which City staff are available to address, observe, or otherwise handle contractual issues as they arise. The following days are normally not considered working days: City Holidays, Saturdays, Sundays, and days in which the City Manager has closed City Offices due to inclement weather or some other specified emergencies.

(Code 1988, § 25.5-3; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2658, § I (exh. A), 8-6-12)

Sec. 24-3. - Applicability.

(a) This chapter applies to contracts for the procurement of supplies, services, and construction entered into by the city after the effective date of the ordinance from which this chapter derives. It shall apply

to every expenditure of public funds by the city or a public agency for public purchasing irrespective of the source of the funds, except for procurement that is exempt as set forth herein.

(b) When the procurement involves the expenditure of federal or state assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal and state law and regulations. Nothing in this chapter shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

All the dollar thresholds mentioned in this code exclude taxes, freight, and shipping charges.

(Code 1988, § 25.5-2; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-4. - Authorized exemptions from competitive procurement, subject to review and written determination by the purchasing manager. All other applicable contract requirements of this article are required.

~~This chapter shall not apply to the following:~~

(1) Procurement of goods, services or construction from state agencies, public bodies, or external procurement units.

(2) Procurement of publicly provided or publicly regulated gas, electricity, water, sewer or refuse collection services.

(3) Purchases of books and periodicals from publishers or copyright holders thereof to include publications offered on CDs, videos, or the Internet.

(4) Travel or shipping by common carrier or by private conveyance, or to meals and lodging.

(5) Purchase of live animal(s).

(6) Art objects or artifacts or for their creation including exhibits.

(7) Procurement from self-determination corporations or other such enterprises designed and operated to assist in the care or maintenance of the sick and indigent and the prevention thereof and aided by state or federal antipoverty programs or through private philanthropy.

(8) Leases, exchanges or purchases of real property or a permanent interest in land.

(9) Services of bond underwriters and debt rating agencies.

(10) Agreement for the services of attorneys, legal assistants, and expert witnesses. Services of expert witnesses needed in conjunction with litigation, court reporting services and legislative activities. Contracts and expenditures for litigation expenses in connection with proceedings before administrative agencies or state or federal courts, including experts, mediators, court reporters, process servers and witness fees.

(11) Purchases, rentals, leases (personal and real property), and professional/technical services contracts necessary for the investigation of criminal activities. The police department may purchase such materials and services without quotations, requests for proposals, or bids if such would compromise a criminal investigation as determined by the chief of police in writing. All funds expended for this type of activity will be properly receipted and accounted for with supporting documentation. All documentation will be maintained by the police department and shall be subject to internal audit. Rentals, leases, and professional/technical services will be limited to the term of an investigation.

(12) Contracts with professional entertainers.

(13) Advertising in all media.~~.~~

(14) Promotional goods intended for resale or for the procurement of printing services for materials produced and intended for resale.

(15) Subscription services.

(16) Contracts for retirement and other benefits.

(17) Services provided by lobbyists or legislative experts.

(18) Contracts and expenditures for services or items of tangible personal property to be paid or compensated by money or other property transferred to New Mexico law enforcement agencies by the United States department of justice drug enforcement administration.

(19) Procurement of services from community rehabilitation programs or qualified individuals pursuant to the State Use Act.

(20) Procurement of surety bonds.

~~(21) Procurement of services, supplies, and construction materials when an emergency exists as defined by article I, section 24-2. The duration for this exemption shall occur in accordance with the state of emergency as authorized by article III, section 9-38, and shall terminate concurrrently with the authorized state of emergency. Procurement under this section shall be limited to emergency services, supplies, and construction materials for the provision of public health, welfare, or safety, including but not limited to: Health care related goods or services,: food and water: health and hygiene products; or other basic life necessities. The city manager may authorize the purchasing manager or designee to make emergency procurement under this provision up to an amount of $250,000.00. This provision shall otherwise comply with section 24-8.~~

~~(21)~~(22) Procurement of parts and labor or maintenance agreement to repair disabled equipment or machinery if the equipment or machinery is repaired by a franchised dealer or by a factory authorized repair shop.

~~(22)~~(23) Payments for conference registrations, offsite training courses, or similar minor purchases where prepayments are required, or which are administrative in nature and non-competitive as determined by the purchasing manager.

~~(23)~~(24) Payments for membership dues.

~~(24) Contracts for retirement and other benefits which are paid on behalf of city employees.~~

(25) Existing contracts. The purchasing manager may contract for services, construction, or goods without the use of competitive bids or competitive proposals at a price equal to or less than:

a. The current federal or state supply contract or catalogue price, whichever is lower, and the purchase order adequately identifies the contract relied upon. A copy of the federal supply contract or catalogue shall be made part of the procurement record.

b. The current contract price held by other intrastate or interstate governmental bodies and their agencies. A copy of the contract relied upon shall be made part of the procurement record.

c. A bid awarded by the city to the same contractor, for the same materials or services, within the past 24 months. A copy of the original documentation is to become a permanent part of

the procurement record providing the vendor wishes to extend. Resulting contract(s) shall not exceed 48 months after the initial contract execution date.

(26) Cooperative procurements through other government entities and cooperatives.

(Code 1988, § 25.5-181; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2746, §§ I, II, 2-3-15)

Sec. 24-5. - Small purchases.

(a) Purchase splitting is prohibited. Separate purchases of the same or similar goods, services, or construction, whether from the same or different businesses, within a time frame established by the purchasing manager, shall be considered a single purchase for purposes of this article.

(b) Authority. Any contract less than $100,000.00~~75,000.00~~ for supplies, services, and construction, may be made in accordance with the procedures set forth in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section.

(1) Purchases $50,000.00 or more but less than $100~~75~~,000.00. Unless determined impractical by the purchasing manager, no less than three sources shall be solicited to submit written quotations. Award shall be based on the lowest price meeting specifications. A record of the solicitation and written responses shall be maintained as public record.

(2) Purchases $25,000.00 or more but less than $50,000.00. Unless determined impractical by the purchasing manager, written quotes from no less than two sources shall be obtained. Award shall be based upon the lowest price meeting specifications. Solicitations, responses and/or other pricing documentation shall be recorded and maintained as public record.

(3) Purchases less than $25,000.00. Unless otherwise determined impractical by the purchasing manager, for a purchase of supplies, services, or construction estimated to be less than $25,000.00**,** written quotes from no less than one source shall be obtained. Purchase is to be made only by authorized city employees at the best obtainable price considering time and process efficiencies.

~~(4) Purchases less than $3,000.00. Unless determined impractical by the purchasing manager, purchases less than $3,000.00 are to be made using a purchasing card/department card excluding services and construction.~~

(c) Professional/technical services less than $100~~75~~,000.00. Unless otherwise determined impractical by the purchasing manager, professional/technical services estimated to be less than $100~~75~~,000.00 may be purchased in accordance with the following:

(1) All professional/technical services estimated to be less than $100~~75~~,000.00 shall be procured by either the purchasing manager or authorized department employee calling a reasonable number of firms to obtain ~~either verbal, telephone or~~ written offers when practical. Procurement over this amount shall be by competitive sealed proposal.

(2) The purchasing manager or designee shall provide such information as is necessary to provide the potential offeror the opportunity to provide a proper and timely response. Included in the information shall be the factors to be evaluated and the relative weights assigned each factor.

(3) The types of questions to be asked of the potential offeror may include, but not be limited to:

a. The specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required.

b. Capacity and capability of the business to perform the work, including any specialized services, within the time limitation, if any.

c. Past record of performance or contracts with government agencies or private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules.

d. Proximity to or familiarity with the area in which the project is located.

e. The anticipated price, if price is a factor, for services based upon the information provided by the ~~central purchasing officer~~purchasing manager as to the scope of work.

f. Other criteria determined to be essential to the particular contract or project.

(4) The award shall be based on the highest-ranking respondent considering the evaluation factors provided in the solicitation. The city may negotiate with any responding offeror with the intent to obtain best and final offer of the offeror.

(Code 1988, § 25.5-34; Ord. No. 1703, § IX, 10-19-98; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2532, § V, 8-17-09; Ord. No. 2746, §§ I, II, 2-3-15)

Sec. 24-6. - Fiscal responsibility.

(a) When the aggregate sum of contract modifications, change orders, or contract price adjustments exceeds $100~~75~~,000.00, all subsequent contract modifications, change orders, or contract price adjustments shall be subject to city council approval, except for those contracts that will be or are approved under the contract limitations and change order policy.

(b) Aggregate contract modifications, change orders, or price adjustments up to $100~~75~~,000.00 shall be authorized by the city manager conditioned upon the award limitations.

(Code 1988, § 25.5-93; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2746, §§ I, II, 2-3-15)

Sec. 24-7. - Sole source procurement.

A contract may be awarded without competition when the purchasing manager determines in writing, after conducting a good-faith review of available sources, that there is only one source for the required supply, service, or construction item; or when it is likely that award to any other source would result in:

(a) Substantial duplication of cost to the city that is not expected to be recovered through competition; or

(b) Unacceptable delays in fulfilling the city's requirement.

The purchasing manager may conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurement shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, a listing of the items procured under each contract, and the identification number of each contract file.

(Code 1988, § 25.5-35; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-8. - Rapid procurement; Emergency procurement.

(a) Purchases of goods, services, and construction for any amount where A~~a~~dvertising and the solicitation of offers would entail unnecessary and detrimental delay and loss to the city, may be made by the purchasing office, at the best obtainable price in accordance with procedures

approved by the purchasing manager. Complete documentation of all proposed prices submitted by offerors must be maintained in the purchasing office for public inspection.

(b) Notwithstanding any other section of this chapter, the city manager may authorize the purchasing manager or designee to make emergency procurement of supplies, services, or construction items when there exists a threat to public health, welfare, or safety, provided that such emergency procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the items procured under the contract, and the identification number of the contract file. If the city manager determines that urgent and compelling reasons require emergency contractual, professional, and technical services, the city manager, notwithstanding any section of this division, may approve such services, provided that the city manager shall notify the city council of the action citing the compelling and urgent reasons for the action. A complete report shall be submitted to the city council by the using department within a week of the procurement.

(Code 1988, § 25.5-36; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-9 – Contingency

Construction contracts shall be budgeted with no more than a 20% contingency fund for new construction and no more than a 20% contingency fund for rehabilitation projects. Professional~~/~~ and/or ~~t~~Technical service contracts shall be budgeted with no more than a 10% contingency fund.

Sec. 24-10—Purchase Card Program.

~~The purpose of the Purchase Card (P-Card) program is to streamline and simplify the requisitioning, purchasing, and payment of transactions typically costing less than $3,000.00 per transaction and less than $5,000.00 per month per card.~~ The Purchase Card (P-Card) program is intended for use whenever purchase orders are not applicable ~~or impractical~~ as determined by the purchasing manager or designee. The ~~Purchase~~ P-Card ~~Program~~ Procedure Manual shall govern P-Card and Department Card (D-Card) issuance, application, usage, monthly statement processing, card maintenance, card violations, disputed or fraudulent charges, and receipt retention.

~~(a) The City is responsible for payment of purchases transacted. The card custodians/purchaser shall be held liable for payment on purchases transacted that are not in compliance with the requirements.~~

~~(b) A new custodian shall go through the purchase card policy training before utilizing the purchase card. The purchase card custodian shall submit proper documentation to the P-Card Program Administrator (PCPA) immediately for any changes to the card including custodians, dollar limits, MCC category, name of card, lost or stolen card, and deactivation. Temporary employees will not have a purchase card issued in their name or be appointed as the custodian of any cards unless the purchasing manager determines in writing when it is in the best interests of the city.~~

~~(c) The City is exempt from paying New Mexico Gross Receipts Tax on purchases for tangible goods except for materials used in construction projects. The purchase card custodians shall keep itemized receipts for goods purchased.~~

~~(d) The card custodians shall perform statement reconciliation promptly by the deadline provided by the PCPA and shall ensure all transaction are valid and legitimate and itemized receipts are obtained. Violation of this article and Purchase Card Program Procedure Manual may lead to suspension of the purchase card and may include disciplinary action.~~

Secs. 24-11 – 24-30. - Reserved.

ARTICLE II. - ETHICS AND PROHIBITIONS IN PROCUREMENT

Sec. 24-31. - Direct contact.

Direct contact with city elected officials or city staff, other than the purchasing manager, during the bid/proposal process from development of specifications through contract award, will render the bid/proposal as noncompliant and no further consideration will be given the bid/proposal.

(Ord. No. 1923, § 1, 6-17-02)

Sec. 24-32. - Criminal penalties.

To the extent that violations of the ethical standards of conduct set forth in this Procurement Code constitute violations of the state Criminal Code, they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this article. Criminal, civil, and administrative sanctions against employees or nonemployees which are in existence on the effective date of the ordinance from which this chapter derives shall not be impaired.

(Code 1988, § 25.5-141)

Sec. 24-33. - Employee conflict of interest.

(a) It shall be unethical for any city employee to participate directly or indirectly in a procurement contract when the city employee knows that:

(1) The city employee or any member of the city employee's immediate family has a financial interest pertaining to the procurement contract; or

(2) Any other person, business, or organization with whom the city employee or any member of a city employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

(b) A city employee or any member of a city employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

~~(b)~~(c) If an employee becomes aware of a potential conflict of interest related to a procurement, they shall disclose such potential conflict to the purchasing manager immediately.

(Code 1988, § 25.5-142)

Sec. 24-34. - Gratuities and kickbacks.

(a) Gratuities. It shall be unlawful for any person to offer, give, or agree to give to any current or former city employee or for any current or former city employee to solicit, accept or agree to accept a

gratuity in exchange for consideration pertaining to a city procurement. Consideration shall include but is not limited to a decision, approval, disapproval, recommendation, or action that influences a procurement solicitation, contract award or the administration of a contract. No sample or sampling of a product or service shall be accepted by a city employee unless the purchasing manager determines that the sample or sampling is to be used in city activities for evaluation or product qualification purposes.

(b) Kickbacks. It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontract under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(c) Contract clause. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation therefor. Any person convicted of violating this section shall be guilty of a petty misdemeanor.

(Code 1988, § 25.5-143; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-35. - Contingent fees.

It shall be unlawful for a person to be retained or to retain a person to solicit or secure a city contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Any person convicted of violating this section shall be guilty of a petty misdemeanor.

(Code 1988, § 25.5-144; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-36. - Contemporaneous employment.

It shall be unethical for any city employee who is participating directly or indirectly in the procurement process to become or to be, while such a city employee, the employee of any person contracting with the governmental body by whom the employee is employed.

(Code 1988, § 25.5-145)

Sec. 24-37. - Waivers from employee conflict of interest and contemporaneous employment.

The city council may grant a waiver from the employee conflict of interest provision or the contemporaneous employment provision upon making a written determination that:

(1) The contemporaneous employment or financial interest of the city employee has been publicly disclosed;

(2) The city employee will be able to perform his procurement functions without actual or apparent bias or favoritism; and

(3) The award will be in the best interests of the city.

(Code 1988, § 25.5-146)

Sec. 24-38. - Use of confidential information.

It shall be unlawful for any city employee or former employee knowingly to use confidential information for actual or anticipated personal gain or for the actual or anticipated personal gain of any other person. Any person convicted of violating this section shall be guilty of a petty misdemeanor.

(Code 1988, § 25.5-147; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-39. - Recovery of value transferred or received in breach of ethical standards.

(a) Authority. The value of anything transferred or received in breach of the ethical standards of this chapter by a city employee may be recovered from the city employee.

(b) Recovery of kickbacks by city. Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

(Code 1988, § 25.5-148)

Secs. 24-40—24-60. - Reserved.

ARTICLE III. - PURCHASING MANAGER

Sec. 24-61. - Position created.

There is created the position of purchasing manager, who shall be the city's principal public purchasing official.

(Code 1988, § 25.5-21; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-62. - Authority, duties.

(a) Principal public purchasing official. Except as otherwise provided in this chapter, the purchasing manager shall serve as the principal public purchasing official for the city and shall be responsible for the procurement of supplies, services, and construction in accordance with this chapter.

(b) Duties. In accordance with this chapter and subject to the supervision of the city manager, the purchasing manager shall:

(1) Procure or supervise the procurement of all supplies, services, and construction needed by the city.

(2) Establish and maintain programs for specifications development, contract administration and inspection and acceptance, in cooperation with the public agencies using the supplies, services and construction.

(3) Provide a quarterly report of all procurements equaling $100~~75~~,000.00 and above to the city council as a non-action item.

(c) Operational procedures. Consistent with this chapter ~~and with~~ the purchasing manager may adopt operational procedures relating to the execution of his/her duties.

(Code 1988, § 25.5-22; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2746, §§ I, II, 2-3-15)

Sec. 24-63. - Authority to award.

(a) In the discretion of the purchasing manager, if no acceptable bid or offer is received on the solicitation the purchasing office may purchase the required goods or services in the open market at the best obtainable price or re-advertise the request for bid or proposal.

(b) The purchasing manager shall be authorized to enter into all budgeted purchase contracts subject to the following conditions:

(1) For purchases of non-construction, non-capital improvement related goods or services of $50,000.00 but less than $100~~75~~,000.00, the purchasing manager shall obtain approval from the ~~City~~ city ~~Manager~~ manager prior to issuing a purchase order. Purchases below $50,000.00 will be processed by the purchasing manager.

(2) For purchases of non-construction, non-capital improvement related goods or services equaling $100~~75~~,000 or more, the purchasing manager shall obtain approval from the city council prior to contracting.

(3) For purchases of current year capital improvement projects, capital equipment and vehicles already approved in budget, no council or city manager action is required. These procurements will be processed by the purchasing manager.

(4) For purchases of capital improvement projects, capital equipment and vehicles of $100~~75~~,000.00 and above which ~~ARE NOT~~are not included in current year approved budget, city council approval is required.

(5) For purchases of goods and services funded through grants or state appropriations previously accepted by council and amended into the budget, no council approval will be required. Procurements will be processed by the purchasing manager.

(6) For the purpose of this section, aggregate cost shall not be the determinative on multi-year contracts.

(7) Signing of contracts. ~~After city council approval, c~~Contracts, except state and federal agency and other non-procurement contracts, will be signed by the purchasing manager or his designee. State, federal agency and other non-procurement contracts will be signed by the ~~Mayor~~mayor or city manager or their designees.

(Code 1988, § 25.5-39; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2746, §§ I, II, 2-3-15)

Sec. 24-64. - Delegation to others.

The purchasing manager may delegate authority to purchase supplies, services, or construction items to other city officials, if such delegation is deemed necessary for the effective procurement of those items. Notwithstanding debarment or suspension, procurement authority with respect to certain supplies, services or construction may be delegated to other city officials by the city manager with the approval of the city council, when such delegation is deemed necessary for the effective procurement of these supplies, services, or construction.

(Code 1988, § 25.5-23; Ord. No. 1923, § 1, 6-17-02)

Secs. 24-65—24-90. - Reserved.

ARTICLE IV. - CONTRACT INFORMATION

Sec. 24-91. - Types of contracts.

(a) General authority. Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote the best interests of the city may be used, provided that the use of a cost-plus-a-percentage-of-cost contract be approved by the city council. A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the city than any other type or that it is impracticable to obtain the supply, service, or construction item required except under such a contract.

(b) Multiterm contracts.

(1) Specified period. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the city, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof.

(2) Determination prior to use. Prior to the utilization of a multiterm contract, it shall be determined in writing that:

a. Estimated requirements cover the period of the contract and are reasonably firm and continuing; and

b. Such a contract will serve the best interests of the city by encouraging effective competition or otherwise promoting economies in city procurement.

(c) Multiple source contracting.

(1) Generally. A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The obligation to order the city's actual requirements is limited by the provision of Uniform Commercial Code subsection 2-306(1).

(2) Limitations on use. A multiple source award may be made when award to two or more bidders or offerors for similar products is necessary for adequate delivery, service, or product compatibility. Multiple source awards shall not be made when a single award will meet the city's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.

(3) Eligible users. All eligible users of the contract shall be named in the solicitation, and it shall be mandatory that the actual requirements of such users that can be met under the contract be obtained in accordance with the contract, provided that the city shall reserve the right to take bids separately if:

a. A particular quantity requirement arises which exceeds its normal requirement, or an amount specified in the contract; and

b. The purchasing manager approves a finding that the supply or service available under the contract will not meet a nonrecurring special need of the city.

(4) Intent to use. If a multiple source award is anticipated prior to issuing a solicitation, the city shall reserve the right to make such an award, and the criteria for award shall be stated in the solicitation.

(5) Determination required. The purchasing manager shall make a written determination setting forth the reasons for a multiple source award, which shall be made a part of the procurement file.

(Code 1988, § 25.5-61; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-92. - Contract clauses.

(a) Required generally. All city contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The purchasing manager, after consultation with the city attorney, may issue clauses appropriate for supply, service, or construction contracts, addressing among others the following subjects:

(1) Statement of work, delivery schedules, and period of performance;

(2) The unilateral right of the city to order in writing changes in the work within the scope of the contract;

(3) The unilateral right of the city to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;

(4) Variations occurring between estimated quantities of work in the contract and actual quantities;

(5) Defective pricing;

(6) Liquidated damages to include administrative contractual or legal remedies for violation of contract terms;

(7) Specified excuses for delay or nonperformance;

(8) Termination of the contract for default or cause;

(9) Termination of the contract in whole or in part for the convenience of the city;

(10) Suspension of work on a construction project ordered by the city; and

(11) Site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract when:

a. The contract is negotiated;

b. The contractor provides the site or design; or

c. The parties have otherwise agreed with respect to the risk of differing site conditions.

(b) Price adjustments.

(1) Adjustments in price resulting from the use of contract clauses required by subsection (a) of this section shall be computed in one or more of the following ways:

a. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

b. By unit prices specified in the contract or subsequently agreed upon;

c. By the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;

d. In such other manner as the contracting parties may mutually agree;

e. In the absence of agreement by the parties, by a unilateral determination by the city of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the city, as accounted for in accordance with industry price list, catalogue or market prices and subject to the appeals and remedies in article VII of this chapter; or

f. For all federally funded purchases, cost or price analysis shall be the only means from which pricing shall be determined.

(2) A contractor shall be required to submit cost or pricing data for any adjustment in contract price.

(c) Standard clauses and modification. The purchasing manager, after consultation with the city attorney, may establish standard contract clauses for use in city contracts. If the purchasing manager establishes any standard clauses addressing the subjects set forth in subsection (a) of this section, such clauses may be varied, provided that any variations are supported by a written determination that states the circumstances justifying such variations, and provided that notice of any such material variation be stated in the invitation for bids or request for proposals.

(Code 1988, § 25.5-62; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2589, § III, 9-7-10)

Sec. 24-93. - Approval of accounting system.

Except with respect to firm fixed-price city contracts, no contract type shall be used unless it has been determined in writing by the purchasing manager that the proposed contractor's accounting system:

(1) Will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and

(2) Is adequate to allocate costs in accordance with generally accepted cost accounting principles.

(Code 1988, § 25.5-65; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-94. - Right of inspection.

The city may, at reasonable times, inspect the plant, place of business, storage site, or work site of a contractor or subcontractor at any tier which is pertinent to the performance of any contract awarded or to be awarded by the city.

(Code 1988, § 25.5-66)

Sec. 24-95. - Right to audit records.

(a) Audit of cost or pricing data. The city may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data to the extent that such books, documents, papers, and records are pertinent to such cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost of pricing data is required shall maintain such books, documents, papers, and records that are pertinent to such cost or pricing data for three years from the date of final payment under the contract.

(b) Contract audit. The city shall be entitled to audit the books and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers, and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the

contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract.

(Code 1988, § 25.5-67)

Sec. 24-96. - Reporting of anticompetitive practices.

When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors for a city contract, a notice of the relevant facts shall be transmitted to the state attorney general by the city attorney.

(Code 1988, § 25.5-68)

Sec. 24-97. - City records.

(a) Contract file. All determinations and other written records pertaining to the solicitation, award, or performance of a city contract shall be maintained for the city in a contract file by the purchasing manager.

(b) Retention of procurement records. All procurement records shall be retained and disposed of by the city in accordance with records retention and guidelines and schedules set by the city clerk.

(Code 1988, § 25.5-69; Ord. No. 1923, § 1, 6-17-02)

Secs. 24-98 – 24-120. Reserved.

ARTICLE V. - SOURCE SELECTION

DIVISION 1. - PROFESSIONAL AND TECHNICAL SERVICES PROCUREMENT

Sec. 24-121. - Contracting for designated professional services; selection procedure.

(a) Criteria. Professional and technical services shall be procured in accordance with this ~~section~~division.

(b) Determination of award for professional and technical services shall be based on qualifications. Cost will not be a criteria factor in the evaluation process, and it shall be negotiated during the award phase of the contract.

(c) Where the primary contract may be awarded through the procurement code without review by the selection advisory committee, nothing in this division shall require that the selection advisory committee separately review subcontractors who are an integral part of the primary contract.

Sec. 24-122. - Request for proposals.

(a) Conditions for use. When the ~~purchasing manager determines that the~~ use of competitive sealed bidding is either not practicable or not advantageous to the city, a contract may be entered into by use of the request for proposal method set forth herein.

(b) Request for proposal. A proposal shall be solicited through a request for proposal.

(c) Public notice. ~~Adequate public notice of the request for proposal shall be given in the same manner as competitive sealed bidding.~~ For proposals estimated to be $100,000.00 or more, adequate public notice of the request for proposals shall be given at a reasonable time not less than seven calendar

days prior to the date set forth for the closing of the request for proposals. The public notice shall state the due date and time for proposal submission, and where proposal documents may be inspected or obtained. Public notice shall be published in a local newspaper of general circulation. All other public notice may include publication in regional newspapers of general circulation or posting through an electronic medium which is accessible to the general public.

(d) Receipt of proposal. No proposal shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors prior to the deadline for receipt of the proposal by the purchasing manager. A register of proposals shall be prepared containing the name of each offeror. The register of proposals shall be open for public inspection not later than three days after the deadline for receipt of proposals. During the evaluation of proposals, and until approval of the recommendation of award by the city council, the contents of proposals may not be disclosed to the public. If a request for proposals is canceled and a similar RFP will be issued within six months, the contents of proposals received in response to the first request for proposals may not be disclosed until after approval by the city council of the recommendation of award for the second RFP or cancellation of the RFP.

(e) Evaluation factors. The request for proposal shall state the relative importance of price and other evaluation factors.

(f) Discussion with responsible offeror and revision to proposal. As provided in the request for proposal, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to ensure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors. Any modification received during the revision and negotiation stages will become a part of the permanent record.

(g) Award. Awards shall be made to the highest-ranking responsible offeror taking into consideration the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation except that, unless otherwise determined impractical by the purchasing manager, award(s) resulting in contract(s) totaling less than $~~75~~100,000.00 in the aggregate shall be awarded only to qualified local manufacturers or local businesses. If there are not any responsible local manufacturers or local businesses, award shall be made to a responsible qualified non-local manufacturer or business. The contract file shall contain the basis on which the award is made.

(h) The procurement of lease financing shall be conducted utilizing request for proposal.

(i) Award recommendation shall be made to the city council by the purchasing manager.

(Code 1988, § 25.5-32; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2532, § IV, 8-17-09)

Sec. 24-123. - Selection advisory committee.

(a) There is a selection advisory committee comprised of three department heads: one designated by the committee chair, one from the end user department and one serving on a rotating basis from the total pool of directors. For each request for proposal, there are at least five subject matter experts designated by the director of the department that developed the RFP. There shall be no more than

seven subject matter experts total. All external subject matter experts are non-voting technical advisors and are not included in the total number of subject matter experts. A pool of internal subject matter experts shall be maintained by departments and can be used for the appropriate procurement.

(b) A member of the selection advisory committee shall serve until a successor is appointed. An alternate may be suggested by any member and submitted to the selection advisory committee chair for approval. Upon approval, the alternate will attend in that member's place.

(c) The assistant city managers shall serve as a nonvoting member and chair for the selection advisory committee.

(d) The city's purchasing manager or designee shall serve as staff coordinator for the selection advisory committee.

(Code 1988, § 2-137; Ord. No. 1701, § I, 9-14-98; Ord. No. 1703, §§ III, X, 10-19-98; Ord. No. 1923, § 1, 6-17-02; Ord. No. 1947, § 1, 3-3-03; Ord. No. 2643, § I, 1-17-12; Ord. No. 2852, § 5-21-18)

Sec. 24-124. - Notice of projects; recommendations.

(a) When the fee for professional and/or technical services is estimated to be $100~~75~~,000.00 or more, the city shall cause to be published, at least two weeks before initial screening of professional firms or persons by the selection advisory committee, a legal advertisement containing a brief description of the work to be performed by the professional firms or persons and inviting interested firms to submit their qualifications for consideration by the selection advisory committee.

(b) If the estimated cost of the services is less than $100~~75~~,000.00, review by the selection advisory committee is not required. The purchasing manager may select a qualified firm or firms to provide these services based on adopted purchasing procedures.

(c) When the fee for the professional/technical services is $100~~75~~,000.00 or more, the selection advisory committee shall submit the name of the most qualified professional firm or firms or person to the city council, for purposes of review and approval by the council. Nothing in this subsection shall prohibit the submission of more than one firm.

Sec. 24-125. - Files of qualifications of firms and persons.

The purchasing manager may maintain a file of qualifications of all firms or persons qualified to perform professional and technical services for city projects. These files shall be updated at the request of the selections advisory committee to provide current qualification information. Interviews and presentation of qualifications shall be conducted at the direction of the selection advisory committee. Mailed inquiries may be solicited to provide specific information as may be considered necessary by the selection advisory committee.

(Code 1988, § 2-139; Ord. No. 1703, § X, 10-19-98; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-126. - Approval of contracts.

(a) All city projects that require the contracting for professional and technical services in an amount of $100~~75~~,000.00 or more shall be performed under separate contract, and each contract shall require final approval by the city council.

(b) ~~After city council approval, c~~Contracts, except state and federal agency and other non-procurement contracts, will be signed by the purchasing manager or his designee. State, federal agency and other non-procurement contracts will be signed by the Mayor or city manager or their designees.

(c) This section shall apply only to the primary professional firm. Any subcontractor shall be evaluated as a part of the primary contract.

(Code 1988, § 2-140, Ord. No. 1703, § X, 10-19-98; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2746, §§ I, II, 2-3-15)

Sec. 24-127. - Bid and performance bonds on supply or service contracts.

Bid and performance bonds or other security may be requested for supply contracts or service contracts as the purchasing manager or head of a using agency deems advisable to protect the city's interest. Any such bonding or security requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility.

(Code 1988, § 25.5-54; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-128. - Contractor records.

If a city contract is being funded in whole or in part by assistance from a federal agency, the contract shall include provisions requiring the contractor and subcontractors at any tier to:

(1) Maintain for three years from the date of final payment under the contract all books, documents, papers, and records pertinent to the contract; and

(2) Provide to the city, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers, and records for the purposes of examining, auditing, and copying them.

(Code 1988, § 25.5-161)

Sec. 24-129. - Patents.

If a city contract involving research and development, experimental, or demonstration work is being funded in whole or in part by assistance from a federal agency, the contract shall include provisions:

(1) Giving notice to the contractor of the applicable grantor agency requirements and regulations concerning reporting of and rights to any discovery or invention arising out of the contract; and

(2) Requiring a contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.

(Code 1988, § 25.5-162)

Sec. 24-130. - Copyrights and rights in data.

If a city contract is being funded in whole or in part by assistance from a federal agency, the contract shall include a provision giving the contractor notice of the applicable regulations concerning the rights of the United States to any plans, drawings, specifications, computer programs, technical reports, operating manuals, and similar work products developed and paid for under the contract.

(Code 1988, § 25.5-163)

Sec. 24-131. - Notice of federal public policy requirements.

If the city contract is being funded in whole or in part by assistance from a federal agency, and the contract is subject to one or more federal public policy requirements, such as: (i) equal employment opportunity; (ii) fair labor standards; (iii) energy conservation; (iv) environmental protection; or (v) other similar socioeconomic programs, the purchasing manager shall include contract provisions giving the contractor notice of these requirements and, where appropriate, including in those contract provisions the requirement that the contractor give a similar notice to all of its subcontractors.

(Code 1988, § 25.5-164; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-132 - Buy American/Buy America requirements.

If a city contract is being funded in whole or in part by assistance from a federal agency, the city shall adhere to the appropriate Bbuy American/Buy America requirements of the federal agency providing the assistance.

(Code 1988, § 25.5-165)

Sec. 24-133. - Energy conservation.

If a city contract is being funded in whole or in part by assistance from a federal agency, the city's solicitation shall seek to promote energy conservation and shall comply with any mandatory standards and policies which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

(Code 1988, § 25.5-166)

Sec. 24-134. - Small, women-owned and minority business enterprises.

(a) Expand participation. If a city contract is being funded in whole or in part by assistance from a federal agency, the purchasing manager shall take affirmative steps to ensure that small, women-owned, and minority businesses are utilized when possible as sources of supplies, services, and construction items.

(b) Examples of affirmative steps. Affirmative steps to be taken shall include the following:

Including qualified small, women-owned, and minority businesses on solicitation lists;

(1) Ensuring that small, women-owned, and minority businesses are solicited whenever they are potential sources;

(2) When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, women-owned, and minority business participation;

(3) Where the requirement permits, establishing delivery schedules which will encourage participation by small, women-owned, and minority business; and

(4) Using the services and assistance of the small business administration or the office of minority business enterprise of the department of commerce, as required.

(c) Pass-through to subcontracts. A contractor awarded a federally funded contract shall take the affirmative steps, as linked in subsection (b) of this section, in awarding its subcontracts.

(Code 1988, § 25.5-167; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-135. - Labor surplus area businesses.

If a city contract is being funded in whole or in part by assistance from a federal agency, the purchasing manager is encouraged to procure supplies, services, and construction items from businesses located in labor surplus areas.

(Code 1988, § 25.5-168; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-136. - Architectural and engineering services

(a) If a city contract is being funded in whole or in part by assistance from a federal agency, the city shall use qualifications-based competitive proposal procedures when contracting for architectural and engineering services as defined in 40 U.S.C. §541 et seq. and 49 U.S.C. §5325(d). Services subject to this requirement include but are not necessarily limited to program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services.

(b) Qualifications-based competitive proposal procedures require that:

(1) An offeror's qualifications be evaluated;

(2) Price be excluded as an evaluation factor;

(3) Negotiations be conducted with only the most qualified offeror; and

(4) Failing agreement on price, negotiations with the next most qualified offeror be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to the city.

(c) These qualifications-based competitive proposal procedures will be used for the procurement of the services listed above. This method of procurement will not be used to obtain other types of services even though a firm that provides architectural and engineering services is also a potential source to perform other types of services.

(Ord. No. 2132, § I, 9-7-04)

Sec. 24-137. - Cost or pricing data.

(a) Required submissions relating to award of contracts. A prospective contractor shall submit cost or pricing data when the city contract is federally funded or is to be awarded on a noncompetitive basis.

(b) Exceptions. Except for federally funded purchases, the submission of cost or pricing data relating to the award of a contract is not required when:

(1) The contract price is based on established catalogue prices or market prices;

(2) The contract price is set by law or regulation; or

(3) It is determined in writing by the purchasing manager that the requirements of subsection (a) of this section may be waived, and the determination states the reasons for such waiver.

(c) Required submissions relating to change orders or contract modifications. For federally funded purchases and as otherwise required by the purchasing manager, the contractor shall submit cost or pricing data prior to the pricing of any change order or contract modification, including adjustments to

contracts awarded by competitive sealed bidding, whether or not cost or pricing data was required in connection with the initial pricing of the contract.

(d) Certification required. A contractor, actual or prospective, required to submit cost or pricing data in accordance with this section shall certify that, to the best of his knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a mutually specified date prior to the award of the contract or the pricing of the change order or contract modification.

(e) Price adjustment provision required. Any contract award, change order, or contract modification under which the submission and certification of cost or pricing data are required shall contain a provision stating that the price to the city, including profit or fee, shall be adjusted to exclude any significant sums by which the city finds that such price was increased because the contractor-furnished cost or pricing data was inaccurate, incomplete, or not current as of the date agreed upon between the city and the contractor.

(Code 1988, § 25.5-52; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2589, § I, 9-7-10)

Sec. 24-138. - Cost or price analysis.

(a) Under this chapter, a cost analysis, or a price analysis, as appropriate, shall be conducted for contracts established through the application of sole source procurement. A written record of such cost analysis or price analysis shall be made a part of the contract file.

(b) For all federally funded purchases, a cost or price analysis must be conducted as required by applicable federal regulations for all related contracts including contract cost modifications. The cost or price analysis shall be public record.

(Code 1988, § 25.5-53; Ord. No. 2589, § II, 9-7-10)

Sec. 24-139. - Cancellation/rejection of invitation for bid or request for proposal; No Responsive Offers Received

(a) Under this chapter, an invitation for bid, a request for proposal, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the city. The reasons therefor shall be made part of the contract file. Each solicitation issued by the city shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the city. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request of unsuccessful bidders or offerors.

(b) If no responsive offers are received, then the purchasing manager may purchase the required goods or services, with no change in the published specifications, in the open market at the best obtainable price. If the specifications are changed, or if so required by the purchasing manager, a purchase in the open market shall not be permitted and the competitive solicitation must be reissued.

(Code 1988, § 25.5-38; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-140. - Preferences.

(a) Preference factor. A preference factor may be applicable to quotes, bids or proposals received in response to procurement solicitations conducted.

(1) Except for competitive procurement solicitations that are subject to 53 FR 8033 (Common Rule) as promulgated through the U.S. Office of Management and Budget, a preference factor shall be applicable to local businesses based upon a five percent deduction from the local business quote or bid, or five percent of total evaluation points being added to the score of a proposal from a local business.

(2) Except for competitive procurement solicitations that are subject to 53 FR 8033 (Common Rule) as promulgated through the U.S. Office of Management and Budget, a preference factor shall be applicable to resident businesses which has a valid resident business certificate issued by the New Mexico Taxation and Revenue department based upon a five percent of total evaluation points being added to the score of a proposal from a resident business and a preference factor shall applicable to resident veteran business which has a valid resident veteran business certificate issued by New Mexico Taxation and Revenue department based upon a ten percent of the total evaluation points being added to the score of a proposal from a resident veteran business.

(3) A preference factor for Section 3 firms as defined in the Housing and Urban Development Act of 1968, 12 U.S.C. 17801u (Section 3), as amended, shall be applicable pursuant to that Act whenever a contract resulting from a competitive procurement solicitation is funded through a grant from the U.S. Housing and Urban Development Department.

(b) New Mexico materials. Except for competitive procurement solicitations that are subject to 53 FR 8033 (Common Rule) as promulgated through the U.S. Office of Management and Budget, a preference for the use of materials produced, grown, processed, or manufactured in New Mexico by citizens or residents of New Mexico shall apply pursuant to § 13-4-2, NMSA, 1978, as amended.

(c) Limitations. No bidder/offeror entitled to preference pursuant to this section shall receive more than a ten percent preference on any one bid/proposal submitted. Only the principal bidder/offeror or one of the principal bidders/offerors, not a subcontractor, may qualify for a preference.

(Code 1988, § 25.5-40; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2658, § I (exh. B), 8-6-12)

Sec. 24-141. Change Orders ~~- Time~~

(a) Changes in time. Extensions of time on construction contracts or professional/technical service contracts, may be granted by the Project Manager, subject to appropriate approvals, on a case-by-case basis for the following reasons:

(1) One additional day for each delay in which the contractor could not perform contractual work and subsequent days as may be required to repair work damage by weather, as defined in General Conditions for Construction Contracts, 2004, during the term of the contract;
(2) City-requested changes to project specifications that incur time as a result;
(3) Other circumstances in which the City believes such an extension of time is in the best interest of the project and must be approved by the Department Director;
(4) Limitations on extensions of time addressed by this policy are as follows:
   a. An increase of 30 contractual days to the original contract time, shall be approved by the Program Manager;
   b. An increase of 31 to 60 contractual days to the original contract time shall be approved by the appropriate Department Director;

c. An increase of more than 60 contractual days to the original contract time, shall be approved by the City Manager.

(b) Changes in cost.

(1) Any changes in contract cost which includes base contract amount, contingency, and NMGRT, require the following approvals:

Change	Approver
Less than 5%	Program Manager
More than 5% less than 10%	Department Director
More than 10% less than 15%	Assistant City Manager
More than 15%	City Manager
Contract approved by City Council	City Council
Exceeds approved budget amount	City Council

(2) Budgetary Authority: In no case does City staff or Management have the ability to increase the budget at the fund level, including usage of unbudgeted fund balance, without City Council approval.

(3) Proposed construction work that deviates from the contract drawings and/or specifications shall be initiated with a field notice followed by a duly authorized change order when there is a change in cost and approved by the appropriate Approver.

(Code 1988, § 25.5-40; Ord. No. 2852, § 5-21-18)

Sec. 24-142. Suspension of Project

Due to reasons beyond the contractor's control or conditions exist which will impair the quality of the work, and upon recommendation by the Department Director, the purchasing manager, or the Office of the City Manager shall have the authority to suspend a construction or consultant project indefinitely.

Sec. 24-143. - Maximum practicable competition.

Under this chapter, all specifications shall be drafted so as to promote overall economy for the purposes intended and to encourage competition in satisfying the city's needs and shall not be unduly restrictive. The policy enunciated in this section applies to all specifications including, but not limited to those prepared for the city by architects, engineers, designers, and drafters.

(Code 1988, § 25.5-81)

Sec. 24-144. - Qualified products list.

The city may adopt qualified product lists that shall allow for maximum competition as is practical and that will satisfy the requirements of the city.

(Code 1988, § 25.5-82)

Sec. 24-145. - Brand name specification or equal specification.

(a) Use. Under this chapter, brand name or equal specifications may be used when the purchasing manager determines in writing that:

(1) No other design or performance specification or qualified products list is available;

(2) Time does not permit the preparation of another form of purchase description, not including a brand name specification;

(3) The nature of the product or the nature of the city's requirements makes use of a brand name or equal specification suitable for the procurement; or

(4) Use of a brand name or equal specification is in the city's best interest.

Samples of "or equal" materials should be submitted with the bid; however, they may be submitted after the bid opening if adequate time is allowed to evaluate the samples before the bid is awarded.

(b) Designation of several brand names. Brand name or equal specifications shall seek to designate three, or as many different brands as are practicable, as "or equal" references, and shall further state that substantially equivalent products to those designated will be considered for award.

(c) Required characteristics. Unless the purchasing manager determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.

(d) Nonrestrictive use of brand name or equal specifications. Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

(e) Use. Since use of a brand name specification is restrictive of product competition, it may be used only when the purchasing manager makes a written determination that only the identified brand name item will satisfy the city's needs.

(f) Competition. The purchasing manager shall seek to identify sources from which the designated brand name item can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under sole source procurement.

(Code 1988, § 25.5-83; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-146. - Authority for cooperative procurement.

The purchasing manager~~city council~~ may either participate in, sponsor, or administer a cooperative procurement agreement for the procurement of any city services, construction, or items of tangible personal property with any other state agency, local public body, or external procurement unit.

(Code 1988, § 25.5-131)

Secs. 24-147—24-160. - Reserved.

DIVISION 2. - PROCUREMENT OF CONSTRUCTION, ARCHITECT-ENGINEER AND LAND SURVEYING SERVICES

Sec. 24-161. - Contracting for construction, architect-engineer, and land surveying selection procedure.

(a) ~~Construction, a~~Architect-engineer, and land surveying services shall be procured in accordance with this ~~section~~division.

~~(a)~~(b) Construction projects may be awarded based on cost, qualifications, or both.

~~(b)~~(c) Determination of award for~~ construction,~~ architects, engineers, landscape architects and surveyors shall be based on qualifications. Cost will not be a criteria factor in the evaluation process, and it shall be negotiated during the award phase of the contract.

~~(c)~~(d) Where the primary contract may be awarded through the procurement code without review by the selection advisory committee, nothing in this division shall require that the selection advisory committee separately review subcontractors who are an integral part of the primary contract.

(Code 1988, § 25.5-33, § 2-136; Ord. No. 1701, § I, 9-14-98; Ord. No. 1703, §§ I, II, X, 10-19-98; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2748, §§ I, II, 2-3-15)

Sec. 24-162. - Management of construction contracting.

The head of the city department responsible for a construction project shall have discretion to select the appropriate method of construction contracting management for a particular project. In determining which method to use, the department head shall consider the city's requirements, its resources, and the potential contractor's capabilities.

(Code 1988, § 25.5-91; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-163. - Competitive sealed bidding.

Conditions for use. ~~All contracts of the city shall be awarded by competitive sealed bidding.~~Where no factors other than cost will be considered, competitive sealed bidding shall be used.

(a) Invitation for bids. An invitation for bids shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement.

(b) Public notice. For bids estimated to be $100~~75~~,000.00 or more, adequate public notice of the invitation for bid shall be given at a reasonable time not less than seven calendar days prior to the date set forth for the opening of the bid. The public notice shall state the place, date, and time of bid opening, and where bid documents may be inspected or obtained. Public notice shall be published in a local newspaper of general circulation. All other public notice may include publication in regional newspapers of general circulation or posting through an electronic medium which is accessible to the general public.

(c) Bid opening. A bid shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. A late bid will not be accepted. Lateness will be determined by the purchasing manager's time clock, and the purchasing manager's determination of promptness or lateness will be final. The amount of each bid and such other relevant information as the purchasing manager deems appropriate, together with the name of each bidder, shall be recorded; the record and each bid shall be open to public inspection. A copy of the information may be obtained by sending a self-addressed stamped envelope with reference to the bid number and title to the purchasing department. This information will not be given over the telephone.

(d) Bid acceptance and bid evaluation. A bid shall be unconditionally accepted without alteration or correction, except as authorized in this chapter. Bids shall be evaluated based on the requirements

set forth in the invitation for bid, which may include criteria to determine acceptability, such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation for bid shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the invitation for bid. Original cover sheet and all documents must be provided fully executed, if not so provided bid will be rejected.

(e) Correction or withdrawal of bids; cancellation of awards. Correction or withdrawal of an inadvertently erroneous bid before or after bid opening or cancellation of awards or contracts based on such bid mistakes may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the city or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

(1) The mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or

(2) The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the purchasing manager.

(f) Award. Unless otherwise determined impractical by the purchasing manager, bids resulting in contract(s) totaling less than $100~~75~~,000.00 in the aggregate shall be awarded only to qualified local manufacturers or local businesses. If there are not any responsive/responsible local bidders, then award should go to qualified non-local manufacturers or businesses. Contracts shall be awarded to the most responsible and responsive bidder who provides the best value as set forth in the requirements and criteria specified in the invitation for bid.

(g) Multistep sealed bidding. When it is considered impractical to prepare initially a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

(h) Federal funding. Any competitive, sealed bid procurement utilizing federal assistance requires at least two bids, firmed fixed-price contracts, and selection based principally on price.

(Code 1988, § 25.5-31; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2532, §§ II, III, 8-17-09; Ord. No. 2746, §§ I, II, 2-3-15; Ord. No. 2852, § 5-21-18)

Sec. 24-164. - Request for proposals.

(a) Conditions for use. When the ~~purchasing manager determines that the~~ use of competitive sealed bidding is either not practicable or not advantageous to the city, a contract may be entered into by use of the request for proposal method set forth herein.

(b) Request for proposal. A proposal shall be solicited through a request for proposal.

(c) Public notice. ~~Adequate public notice of the request for proposal shall be given in the same manner as competitive sealed bidding.~~ For proposals estimated to be $100,000.00 or more, adequate public notice of the request for proposals shall be given at a reasonable time not less than seven calendar

days prior to the date set forth for the closing of the request for proposals. The public notice shall state the due date and time for proposal submission, and where proposal documents may be inspected or obtained. Public notice shall be published in a local newspaper of general circulation. All other public notice may include publication in regional newspapers of general circulation or posting through an electronic medium which is accessible to the general public.

(d) Receipt of proposal. No proposal shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors prior to the deadline for receipt of the proposal by the purchasing manager. A register of proposals shall be prepared containing the name of each offeror. The register of proposals shall be open for public inspection not later than three days after the deadline for receipt of proposals. During the evaluation of proposals, and until approval of the recommendation of award by the city council, the contents of proposals may not be disclosed to the public. If a request for proposals is canceled and a similar RFP will be issued within six months, the contents of proposals received in response to the first request for proposals may not be disclosed until after approval by the city council of the recommendation of award for the second RFP or cancellation of the RFP.

(e) Evaluation factors. The request for proposal shall state the relative importance of price and other evaluation factors.

(f) Discussion with responsible offeror and revision to proposal. As provided in the request for proposal, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to ensure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors. Any modification received during the revision and negotiation stages will become a part of the permanent record.

(g) Award. Awards shall be made to the highest-ranking responsible offeror taking into consideration the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation except that, unless otherwise determined impractical by the purchasing manager, award(s) resulting in contract(s) totaling less than $100~~75~~,000.00 in the aggregate shall be awarded only to qualified local manufacturers or local businesses. If there are not any responsible local manufacturers or local businesses, award shall be made to a responsible qualified non-local manufacturers or business. The contract file shall contain the basis on which the award is made.

(h) The procurement of lease financing shall be conducted utilizing request for proposal.

(i) Award recommendation shall be made to the city council by the purchasing manager.

(Code 1988, § 25.5-32; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2532, § IV, 8-17-09)

Sec. 24-165. - Selection advisory committee.

(a) There is a selection advisory committee comprised of three department heads: One designated by the committee chair, one from the end user department and one serving on a rotating basis from the total pool of directors. For each request for proposal, there are at least five subject matter experts designated by the director of the department that developed the RFP. There shall be no more than seven subject matter experts total. All external subject matter experts are non-voting technical

advisors and are not included in the total number of subject matter experts. A pool of internal subject matter experts shall be maintained by department and can be used for the appropriate procurement.

(b) A member of the selection advisory committee shall serve until a successor is appointed. An alternate may be suggested by any member and submitted to the selection advisory committee chair for approval. Upon approval, the alternate will attend in that member's place.

(c) The assistant city managers shall serve as a nonvoting member and chair for the selection advisory committee.

(d) The city's purchasing manager or designee shall serve as staff coordinator for the selection advisory committee.

(Code 1988, § 2-137; Ord. No. 1701, § I, 9-14-98; Ord. No. 1703, §§ III, X, 10-19-98; Ord. No. 1923, § 1, 6-17-02; Ord. No. 1947, § 1, 3-3-03; Ord. No. 2643, § I, 1-17-12)

Sec. 24-166. - Notice of projects; recommendations.

(a) When the fee for professional or technical services is estimated to be $100~~75~~,000 or more, the city shall cause to be published, at least two weeks before initial screening of professional firms or persons by the selection advisory committee, a legal advertisement containing a brief description of the work to be performed by the professional firms or persons and inviting interested firms to submit their qualifications for consideration by the selection advisory committee.

(b) If the estimated cost of the services is less than $100~~75~~,000.00, review by the selection advisory committee is not required. The purchasing manager may select a qualified firm or firms to provide these services.

(c) When the fee for the professional/technical services is $100~~75~~,000.00 or more, the selection advisory committee shall submit the name of the most qualified professional firm or firms or person to the city council, for purposes of review and approval by the council. Nothing in this subsection shall prohibit the submission of more than one firm.

Sec. 24-167. - Files of qualifications of firms and persons.

The purchasing manager may maintain a file of qualifications of all firms or persons qualified to perform professional and technical services for city projects. These files shall be updated at the request of the selections advisory committee to provide current qualification information. Interviews and presentation of qualifications shall be conducted at the direction of the selection advisory committee. Mailed inquiries may be solicited to provide specific information as may be considered necessary by the selection advisory committee.

(Code 1988, § 2-139; Ord. No. 1703, § X, 10-19-98; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-168. - Approval of contracts.

(a) All city projects that require the contracting for construction in an amount of $75,000.00 or more shall be performed under separate contract, and each contract shall require final approval by the city council.

(b) ~~After city council approval, c~~Contracts, except state and federal agency and other non-procurement contracts, will be signed by the purchasing manager or his designee. State, federal agency and other non-procurement contracts will be signed by the Mayor or city manager or their designees.

(c) This section shall apply only to the primary professional firm. Any subcontractor shall be evaluated as a part of the primary contract.

(Code 1988, § 2-140, Ord. No. 1703, § X, 10-19-98; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2746, §§ I, II, 2-3-15)

Sec. 24-169. - Bid security.

(a) Bid security. For the purpose of this article, bid security is subject to the following:

(1) Required. Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the purchasing manager to exceed $50,000.00. Bid security shall be a bond provided by a surety company authorized to do business in the state or the equivalent in cash or otherwise supplied in a form satisfactory to the city. Nothing in this subsection shall prevent the requirement of such bonds on construction contracts under $50,000.00 when the circumstances warrant.

(2) Amount. Bid security shall be in an amount equal to at least five percent of the amount of the bid.

(3) Rejection of bids for noncompliance. When the invitation for bids requires security, noncompliance requires that the bid be rejected unless it is determined that the bid fails to comply only in a non-substantial manner with the security requirements.

(4) Withdrawal of bids. If a bidder is permitted to withdraw its bid before award, no action shall be taken against the bidder or the bid security.

(5) Authority to require additional bonds. Nothing in this section shall be construed to limit the authority of the city to require a bid bond or other security in addition to those bonds, or in circumstances other than specified in subsection (a)(1) of this section.

Sec. 24-170 Contract performance and payment bonds.

(1) Required~~:~~ amounts. When a construction contract is awarded in excess of $50,000.00, the following bonds or security shall be delivered to the city and shall become binding on the parties upon the execution of the contract:

a. A performance bond satisfactory to the city, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the city, in an amount equal to 100 percent of the price specified in the contract; and

b. A payment bond satisfactory to the city, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the city, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100 percent of the price specified in the contract.

(2) Reduction of bond amounts. After notice to the city council, the purchasing manager is authorized to reduce the amount of performance and payment bonds to 50 percent of the contract price for each bond when a written determination is made that it is in the best interests of the city to do so.

(3) Authority to require additional bonds. Nothing in this subsection shall be construed to limit the authority of the city to require a performance bond or other security in addition to those bonds or in circumstances other than specified in subsection (b)(1) of this section.

(4) Right to file suit on payment bonds. Unless otherwise authorized by law, any person who has furnished labor or material to the contractor or subcontractors for the work provided in the contract, for which a payment bond is furnished under this subsection, and who has not been paid in full within 90 days from the date on which that person performed the last of the labor or supplied the material shall have the right to sue on the payment bond for any amount unpaid at the time the suit is instituted and to prosecute the action for the amount due that person. However, any person having a contract with a subcontractor of the contractor but having no express or implied contract with the contractor furnishing the payment bond, shall have a right of action upon the payment bond upon giving written notice to the contractor within 90 days from the date on which that person performed the last of the labor or supplied the material. That person shall state in the notice the amount claimed and the name of the party to whom the material was supplied or for whom the labor was performed. The notice shall be served personally or by registered or certified mail, postage prepaid, in an envelope addressed to the contractor at any place the contractor maintains an office or conducts business.

(5) Location for filing suit on payment bonds. Unless otherwise authorized by law, every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or district in which the construction contract was to be performed.

(6) Copies of bond forms. Any person may request and obtain from the city a certified copy of a bond upon payment of the cost of reproduction of the bond and postage, if any. A certified copy of a bond shall be prima facie evidence of the contents, execution, and delivery of the original.

(Code 1988, § 25.5-92; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-171. - Contractor records.

If a city contract is being funded in whole or in part by assistance from a federal agency, the contract shall include provisions requiring the contractor and subcontractors at any tier to:

(1) Maintain for three years from the date of final payment under the contract all books, documents, papers, and records pertinent to the contract; and

(2) Provide to the city, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers, and records for the purposes of examining, auditing, and copying them.

(Code 1988, § 25.5-161)

Sec. 24-172. - Patents.

If a city contract involving research and development, experimental, or demonstration work is being funded in whole or in part by assistance from a federal agency, the contract shall include provisions:

(1) Giving notice to the contractor of the applicable grantor agency requirements and regulations concerning reporting of and rights to any discovery or invention arising out of the contract; and

(2) Requiring a contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.

(Code 1988, § 25.5-162)

Sec. 24-173. - Copyrights and rights in data.

If a city contract is being funded in whole or in part by assistance from a federal agency, the contract shall include a provision giving the contractor notice of the applicable regulations concerning the rights of the United States to any plans, drawings, specifications, computer programs, technical reports, operating manuals, and similar work products developed and paid for under the contract.

(Code 1988, § 25.5-163)

Sec. 24-174. - Notice of federal public policy requirements.

If the city contract is being funded in whole or in part by assistance from a federal agency, and the contract is subject to one or more federal public policy requirements, such as: (i) equal employment opportunity; (ii) fair labor standards; (iii) energy conservation; (iv) environmental protection; or (v) other similar socioeconomic programs, the purchasing manager shall include contract provisions giving the contractor notice of these requirements and, where appropriate, including in those contract provisions the requirement that the contractor give a similar notice to all of its subcontractors.

(Code 1988, § 25.5-164; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-175. - Buy American/Buy America requirements.

If a city contract is being funded in whole or in part by assistance from a federal agency, the city shall adhere to the appropriate ~~B~~buy American/Buy America requirements of the federal agency providing the assistance.

(Code 1988, § 25.5-165)

Sec. 24-176. - Energy conservation.

If a city contract is being funded in whole or in part by assistance from a federal agency, the city's solicitation shall seek to promote energy conservation and shall comply with any mandatory standards and policies which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

(Code 1988, § 25.5-166)

Sec. 24-177. - Small, women-owned and minority business enterprises.

(a) Expand participation. If a city contract is being funded in whole or in part by assistance from a federal agency, the purchasing manager shall take affirmative steps to ensure that small, women-owned, and minority businesses are utilized when possible as sources of supplies, services, and construction items.

(b) Examples of affirmative steps. Affirmative steps to be taken shall include the following:

(1) Including qualified small, women-owned, and minority businesses on solicitation lists;

(2) Ensuring that small, women-owned, and minority businesses are solicited whenever they are potential sources;

(3) When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, women-owned, and minority business participation;

(4) Where the requirement permits, establishing delivery schedules which will encourage participation by small, women-owned, and minority business; and

(5) Using the services and assistance of the small business administration or the office of minority business enterprise of the department of commerce, as required.

(c) Pass-through to subcontracts. A contractor awarded a federally funded contract shall take the affirmative steps, as linked in subsection (b) of this section, in awarding its subcontracts.

(Code 1988, § 25.5-167; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-178. - Labor surplus area businesses.

If a city contract is being funded in whole or in part by assistance from a federal agency, the purchasing manager is encouraged to procure supplies, services, and construction items from businesses located in labor surplus areas.

(Code 1988, § 25.5-168; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-179. - Architectural and engineering services

(a) If a city contract is being funded in whole or in part by assistance from a federal agency, the city shall use qualifications-based competitive proposal procedures when contracting for architectural and engineering services as defined in 40 U.S.C. §541 et seq. and 49 U.S.C. §5325(d). Services subject to this requirement include but are not necessarily limited to program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services.

(b) Qualifications-based competitive proposal procedures require that:

(1) An offeror's qualifications be evaluated;

(2) Price be excluded as an evaluation factor;

(3) Negotiations be conducted with only the most qualified offeror; and

(4) Failing agreement on price, negotiations with the next most qualified offeror be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to the city.

(c) These qualifications-based competitive proposal procedures will be used for the procurement of the services listed above. This method of procurement will not be used to obtain other types of services even though a firm that provides architectural and engineering services is also a potential source to perform other types of services.

(d) The city will use article III, source selection and contract information, division 1, professional and technical services procurement to procure architectural and engineering services in accordance with the city's procurement code as amended.

(Ord. No. 2132, § I, 9-7-04)

Sec. 24-180. - Cost or pricing data.

(a) Required submissions relating to award of contracts. A prospective contractor shall submit cost or pricing data when the city contract is federally funded or is to be awarded on a noncompetitive basis.

(b) Exceptions. Except for federally funded purchases, the submission of cost or pricing data relating to the award of a contract is not required when:

(1) The contract price is based on established catalogue prices or market prices;

(2) The contract price is set by law or regulation; or

(3) It is determined in writing by the purchasing manager that the requirements of subsection (a) of this section may be waived, and the determination states the reasons for such waiver.

(c) Required submissions relating to change orders or contract modifications. For federally funded purchases and as otherwise required by the purchasing manager, the contractor shall submit cost or pricing data prior to the pricing of any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding, whether or not cost or pricing data was required in connection with the initial pricing of the contract.

(d) Certification required. A contractor, actual or prospective, required to submit cost or pricing data in accordance with this section shall certify that, to the best of his knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a mutually specified date prior to the award of the contract or the pricing of the change order or contract modification.

(e) Price adjustment provision required. Any contract award, change order, or contract modification under which the submission and certification of cost or pricing data are required shall contain a provision stating that the price to the city, including profit or fee, shall be adjusted to exclude any significant sums by which the city finds that such price was increased because the contractor-furnished cost or pricing data was inaccurate, incomplete, or not current as of the date agreed upon between the city and the contractor.

(Code 1988, § 25.5-52; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2589, § I, 9-7-10)

Sec. 24-181. - Cost or price analysis.

(a) Under this chapter, a cost analysis, or a price analysis, as appropriate, shall be conducted for contracts established through the application of section 24-95 (Sole source procurement). A written record of such cost analysis or price analysis shall be made a part of the contract file.

(b) For all federally funded purchases, a cost or price analysis must be conducted as required by applicable federal regulations for all related contracts including contract cost modifications. The cost or price analysis shall be public record.

(Code 1988, § 25.5-53; Ord. No. 2589, § II, 9-7-10)

Sec. 24-182. - Bid and performance bonds on supply or service contracts.

Bid and performance bonds or other security may be requested for supply contracts or service contracts as the purchasing manager or head of a using agency deems advisable to protect the city's interest. Any such bonding or security requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility.

(Code 1988, § 25.5-54; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-183. - Cancellation/rejection of invitation for bid or request for proposal; No Responsive Offers Received

(a) Under this chapter, an invitation for bid, a request for proposal, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the city. The reasons therefor shall be made part of the contract file. Each solicitation issued by the city shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the city. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request of unsuccessful bidders or offerors.

(b) If no responsive offers are received, then the purchasing manager may purchase the required goods or services, with no change in the published specifications, in the open market at the best obtainable price. If the specifications are changed, or if so required by the purchasing manager, a purchase in the open market shall not be permitted and the competitive solicitation must be reissued.

(Code 1988, § 25.5-38; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-184. - Preferences.

(a) Preference factor. A preference factor may be applicable to quotes, bids or proposals received in response to procurement solicitations conducted.

(1) Except for competitive procurement solicitations that are subject to 53 FR 8033 (Common Rule) as promulgated through the U.S. Office of Management and Budget, a preference factor shall be applicable to local businesses based upon a five percent deduction from the local business quote or bid, or five percent of total evaluation points being added to the score of a proposal from a local business.

(2) Except for competitive procurement solicitations that are subject to 53 FR 8033 (Common Rule) as promulgated through the U.S. Office of Management and Budget, a preference factor shall be applicable to resident businesses which has a valid resident business certificate issued by the New Mexico Taxation and Revenue department based upon a five percent of total evaluation points being added to the score of a proposal from a resident business and a preference factor shall applicable to resident veteran business which has a valid resident veteran business certificate issued by New Mexico Taxation and Revenue department based upon a ten percent of the total evaluation points being added to the score of a proposal from a resident veteran business.

(3) A preference factor for Section 3 firms as defined in the Housing and Urban Development Act of 1968, 12 U.S.C. 17801u (Section 3), as amended, shall be applicable pursuant to that Act whenever a contract resulting from a competitive procurement solicitation is funded through a grant from the U.S. Housing and Urban Development Department.

(b) New Mexico materials. Except for competitive procurement solicitations that are subject to 53 FR 8033 (Common Rule) as promulgated through the U.S. Office of Management and Budget, a preference for the use of materials produced, grown, processed, or manufactured in New Mexico by citizens or residents of New Mexico shall apply pursuant to § 13-4-2, NMSA, 1978, as amended.

(c) Limitations. No bidder/offeror entitled to preference pursuant to this section shall receive more than a ten percent preference on any one bid/proposal submitted. Only the principal bidder/offeror or one of the principal bidders/offerors, not a subcontractor, may qualify for a preference.

(Code 1988, § 25.5-40; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2658, § I (exh. B), 8-6-12)

Sec. 24-185 Change order ~~policy - Time~~ s

(a) **Changes in time.** Extensions of time on construction contracts or professional/technical service contracts, may be granted by the Project Manager, subject to appropriate approvals, on a case-by-case basis for the following reasons:

(1) One additional day for each delay in which the contractor could not perform contractual work and subsequent days as may be required to repair work damage by weather, as defined in General Conditions for Construction Contracts, 2004, during the term of the contract;

(2) City-requested changes to project specifications that incur time as a result;

(3) Other circumstances in which the City believes such an extension of time is in the best interest of the project and must be approved by the Department Director;

(4) Limitations on extensions of time addressed by this policy are as follows:

a. An increase of 30 contractual days to the original contract time, shall be approved by the Program Manager;

b. An increase of 31 to 60 contractual days to the original contract time shall be approved by the appropriate Department Director;

c. An increase of more than 60 contractual days to the original contract time, shall be approved by the City Manager.

(b) **Changes in cost**

(1) Any changes in contract cost which includes base contract amount, contingency, and NMGRT, require the following approvals:

Change	**Approver**
Less than 5%	Program Manager
More than 5% less than 10%	Department Director
More than 10% less than 15%	Assistant City Manager
More than 15%	City Manager
Contract approved by City Council	City Council
Exceeds approved budget amount	City Council

(2) Budgetary Authority: In no case does City staff or Management have the ability to increase the budget at the fund level, including usage of unbudgeted fund balance, without City Council approval.

(3) Proposed construction work that deviates from the contract drawings and/or specifications shall be initiated with a field notice followed by a duly authorized change order when there is a change in cost and approved by the appropriate Approver and based on current thresholds.

(Code 1988, § 25.5-40; Ord. No. 2852, § 5-21-18)

Sec. 24-186. Suspension of Project

Due to reasons beyond the contractor's control or conditions exist which will impair the quality of the work, and upon recommendation by the Department Director, the purchasing manager, or the Office of the City Manager shall have the authority to suspend a construction or consultant project indefinitely.

Sec. 24-187. - Maximum practicable competition.

Under this chapter, all specifications shall be drafted so as to promote overall economy for the purposes intended and to encourage competition in satisfying the city's needs and shall not be unduly restrictive. The policy enunciated in this section applies to all specifications including, but not limited to those prepared for the city by architects, engineers, designers, and drafters.

(Code 1988, § 25.5-81)

Sec. 24-188. - Qualified products list.

The city may adopt qualified product lists that shall allow for maximum competition as is practical and that will satisfy the requirements of the city.

(Code 1988, § 25.5-82)

Sec. 24-189. - Brand name specification or equal specification.

(a) Use. Under this chapter, brand name or equal specifications may be used when the purchasing manager determines in writing that:

(1) No other design or performance specification or qualified products list is available;

(2) Time does not permit the preparation of another form of purchase description, not including a brand name specification;

(3) The nature of the product or the nature of the city's requirements makes use of a brand name or equal specification suitable for the procurement; or

(4) Use of a brand name or equal specification is in the city's best interest.

(b) Samples of "or equal" materials should be submitted with the bid; however, they may be submitted after the bid opening if adequate time is allowed to evaluate the samples before the bid is awarded.

(c) Designation of several brand names. Brand name or equal specifications shall seek to designate three, or as many different brands as are practicable, as "or equal" references, and shall further state that substantially equivalent products to those designated will be considered for award.

(d) Required characteristics. Unless the purchasing manager determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.

(e) Nonrestrictive use of brand name or equal specifications. Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

(Code 1988, § 25.5-83; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-190. - Brand name specification.

(a) Use. Since use of a brand name specification is restrictive of product competition, it may be used only when the purchasing manager makes a written determination that only the identified brand name item will satisfy the city's needs.

(b) Competition. The purchasing manager shall seek to identify sources from which the designated brand name item can be obtained and shall solicit such sources to achieve whatever degree of price

competition is practicable. If only one source can supply the requirement, the procurement shall be made under sole source procurement.

(Code 1988, § 25.5-84; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-191. - Authority for cooperative procurement.

The purchasing manager~~city council~~ may either participate in, sponsor, or administer a cooperative procurement agreement for the procurement of any city services, construction, or items of tangible personal property with any other state agency, local public body, or external procurement unit in accordance with an agreement.

(Code 1988, § 25.5-131)

Secs. 24-192 – 24-195. Reserved.

DIVISION 3. - PROCUREMENT OF TANGIBLE GOODS

Sec. 24-196. - Contracting for tangible goods selection procedure.

(a) Tangible goods shall be procured in accordance with this division.

Sec. 24-197. - Competitive sealed bidding.

Conditions for use. Where no factors other than cost will be considered, competitive sealed bidding shall be used.

(a) Invitation for bids. An invitation for bids shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement.

(b) Public notice. For bids estimated to be $100,000.00 or more, adequate public notice of the invitation for bid shall be given at a reasonable time not less than seven calendar days prior to the date set forth for the opening of the bid. The public notice shall state the place, date, and time of bid opening, and where bid documents may be inspected or obtained. Public notice shall be published in a local newspaper of general circulation. All other public notice may include publication in regional newspapers of general circulation or posting through an electronic medium which is accessible to the general public.

(c) Bid opening. A bid shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. A late bid will not be accepted. Lateness will be determined by the purchasing manager's time clock, and the purchasing manager's determination of promptness or lateness will be final. The amount of each bid and such other relevant information as the purchasing manager deems appropriate, together with the name of each bidder, shall be recorded; the record and each bid shall be open to public inspection. A copy of the information may be obtained by sending a self-addressed stamped envelope with reference to the bid number and title to the purchasing department. This information will not be given over the telephone.

(d) Bid acceptance and bid evaluation. A bid shall be unconditionally accepted without alteration or correction, except as authorized in this chapter. Bids shall be evaluated based on the requirements set forth in the invitation for bid, which may include criteria to determine acceptability, such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation for bid shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are

not set forth in the invitation for bid. Original cover sheet and all documents must be provided fully executed, if not so provided bid will be rejected.

(e) Correction or withdrawal of bids; cancellation of awards. Correction or withdrawal of an inadvertently erroneous bid before or after bid opening or cancellation of awards or contracts based on such bid mistakes may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the city or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

(1) The mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or

(2) The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the purchasing manager.

(f) Award. Unless otherwise determined impractical by the purchasing manager, bids resulting in contract(s) totaling less than $100,000.00 in the aggregate shall be awarded only to qualified local manufacturers or local businesses. If there are not any responsive/responsible local bidders, then award should go to qualified non-local manufacturers or businesses. Contracts shall be awarded to the most responsible and responsive bidder who provides the best value as set forth in the requirements and criteria specified in the invitation for bid.

(g) Multistep sealed bidding. When it is considered impractical to prepare initially a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

(h) Federal funding. Any competitive, sealed bid procurement utilizing federal assistance requires at least two bids, firmed fixed-price contracts, and selection based principally on price.

(Code 1988, § 25.5-31; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2532, §§ II, III, 8-17-09; Ord. No. 2746, §§ I, II, 2-3-15; Ord. No. 2852, § 5-21-18)

Sec. 24-198. - Notice of projects; recommendations.

(a) When the cost of tangible goods is estimated to be $100,000 or more, the city shall cause to be published, at least two weeks before initial screening of professional firms or persons by the selection advisory committee, a legal advertisement containing a brief description of the work to be performed by the professional firms or persons and inviting interested firms to submit their qualifications for consideration by the selection advisory committee.

Sec. 24-199. - Approval of contracts.

(a) Contracts, except state and federal agency and other non-procurement contracts, will be signed by the purchasing manager or his designee. State, federal agency and other non-procurement contracts will be signed by the Mayor or city manager or their designees.

(Code 1988, § 2-140, Ord. No. 1703, § X, 10-19-98; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2746, §§ I, II, 2-3-15)

Sec. 24-200. - Contractor records.

If a city contract is being funded in whole or in part by assistance from a federal agency, the contract shall include provisions requiring the contractor and subcontractors at any tier to:

(1) Maintain for three years from the date of final payment under the contract all books, documents, papers, and records pertinent to the contract; and

(2) Provide to the city, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers, and records for the purposes of examining, auditing, and copying them.

(Code 1988, § 25.5-161)

Sec. 24-201. - Patents.

If a city contract involving research and development, experimental, or demonstration work is being funded in whole or in part by assistance from a federal agency, the contract shall include provisions:

(1) Giving notice to the contractor of the applicable grantor agency requirements and regulations concerning reporting of and rights to any discovery or invention arising out of the contract; and

(2) Requiring a contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.

(Code 1988, § 25.5-162)

Sec. 24-202. - Copyrights and rights in data.

If a city contract is being funded in whole or in part by assistance from a federal agency, the contract shall include a provision giving the contractor notice of the applicable regulations concerning the rights of the United States to any plans, drawings, specifications, computer programs, technical reports, operating manuals, and similar work products developed and paid for under the contract.

(Code 1988, § 25.5-163)

Sec. 24-203. - Notice of federal public policy requirements.

If the city contract is being funded in whole or in part by assistance from a federal agency, and the contract is subject to one or more federal public policy requirements, such as: (i) equal employment opportunity; (ii) fair labor standards; (iii) energy conservation; (iv) environmental protection; or (v) other similar socioeconomic programs, the purchasing manager shall include contract provisions giving the contractor notice of these requirements and, where appropriate, including in those contract provisions the requirement that the contractor give a similar notice to all of its subcontractors.

(Code 1988, § 25.5-164; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-204. - Buy American/Buy America requirements.

If a city contract is being funded in whole or in part by assistance from a federal agency, the city shall adhere to the appropriate Bbuy American/Buy America requirements of the federal agency providing the assistance.

(Code 1988, § 25.5-165)

Sec. 24-205. - Energy conservation.

If a city contract is being funded in whole or in part by assistance from a federal agency, the city's solicitation shall seek to promote energy conservation and shall comply with any mandatory standards and policies which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

(Code 1988, § 25.5-166)

Sec. 24-206. - Small, women-owned and minority business enterprises.

(a) Expand participation. If a city contract is being funded in whole or in part by assistance from a federal agency, the purchasing manager shall take affirmative steps to ensure that small, women-owned, and minority businesses are utilized when possible as sources of supplies, services, and construction items.

(b) Examples of affirmative steps. Affirmative steps to be taken shall include the following:

(1) Including qualified small, women-owned, and minority businesses on solicitation lists;

(2) Ensuring that small, women-owned, and minority businesses are solicited whenever they are potential sources;

(3) When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, women-owned, and minority business participation;

(4) Where the requirement permits, establishing delivery schedules which will encourage participation by small, women-owned, and minority business; and

(5) Using the services and assistance of the small business administration or the office of minority business enterprise of the department of commerce, as required.

(c) Pass-through to subcontracts. A contractor awarded a federally funded contract shall take the affirmative steps, as linked in subsection (b) of this section, in awarding its subcontracts.

(Code 1988, § 25.5-167; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-207. - Labor surplus area businesses.

If a city contract is being funded in whole or in part by assistance from a federal agency, the purchasing manager is encouraged to procure supplies, services, and construction items from businesses located in labor surplus areas.

(Code 1988, § 25.5-168; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-208. - Cost or pricing data.

(a) Required submissions relating to award of contracts. A prospective contractor shall submit cost or pricing data when the city contract is federally funded or is to be awarded on a noncompetitive basis.

(b) Exceptions. Except for federally funded purchases, the submission of cost or pricing data relating to the award of a contract is not required when:

(1) The contract price is based on established catalogue prices or market prices;

(2) The contract price is set by law or regulation; or

(3) It is determined in writing by the purchasing manager that the requirements of subsection (a) of this section may be waived, and the determination states the reasons for such waiver.

(c) Required submissions relating to change orders or contract modifications. For federally funded purchases and as otherwise required by the purchasing manager, the contractor shall submit cost or pricing data prior to the pricing of any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding, whether or not cost or pricing data was required in connection with the initial pricing of the contract.

(d) Certification required. A contractor, actual or prospective, required to submit cost or pricing data in accordance with this section shall certify that, to the best of his knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a mutually specified date prior to the award of the contract or the pricing of the change order or contract modification.

(e) Price adjustment provision required. Any contract award, change order, or contract modification under which the submission and certification of cost or pricing data are required shall contain a provision stating that the price to the city, including profit or fee, shall be adjusted to exclude any significant sums by which the city finds that such price was increased because the contractor-furnished cost or pricing data was inaccurate, incomplete, or not current as of the date agreed upon between the city and the contractor.

(Code 1988, § 25.5-52; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2589, § I, 9-7-10)

Sec. 24-209. - Cost or price analysis.

(a) Under this chapter, a cost analysis, or a price analysis, as appropriate, shall be conducted for contracts established through the application of section 24-95 (Sole source procurement). A written record of such cost analysis or price analysis shall be made a part of the contract file.

(b) For all federally funded purchases, a cost or price analysis must be conducted as required by applicable federal regulations for all related contracts including contract cost modifications. The cost or price analysis shall be public record.

(Code 1988, § 25.5-53; Ord. No. 2589, § II, 9-7-10)

Sec. 24-210. - Bid and performance bonds on supply or service contracts.

Bid and performance bonds or other security may be requested for supply contracts or service contracts as the purchasing manager or head of a using agency deems advisable to protect the city's interest. Any such bonding or security requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility.

(Code 1988, § 25.5-54; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-211. - Cancellation/rejection of invitation for bid or request for proposal; No Responsive Offers Received

(a) Under this chapter, an invitation for bid, a request for proposal, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the city. The reasons therefor shall be made part of the contract file. Each solicitation issued by the city shall state that the solicitation may be canceled and

that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the city. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request of unsuccessful bidders or offerors.

(b) If no responsive offers are received, then the purchasing manager may purchase the required goods or services, with no change in the published specifications, in the open market at the best obtainable price. If the specifications are changed, or if so required by the purchasing manager, a purchase in the open market shall not be permitted and the competitive solicitation must be reissued.

(Code 1988, § 25.5-38; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-212. - Preferences.

(a) Preference factor. A preference factor may be applicable to quotes, bids or proposals received in response to procurement solicitations conducted.

(1) Except for competitive procurement solicitations that are subject to 53 FR 8033 (Common Rule) as promulgated through the U.S. Office of Management and Budget, a preference factor shall be applicable to local businesses based upon a five percent deduction from the local business quote or bid, or five percent of total evaluation points being added to the score of a proposal from a local business.

(2) Except for competitive procurement solicitations that are subject to 53 FR 8033 (Common Rule) as promulgated through the U.S. Office of Management and Budget, a preference factor shall be applicable to resident businesses which has a valid resident business certificate issued by the New Mexico Taxation and Revenue department based upon a five percent of total evaluation points being added to the score of a proposal from a resident business and a preference factor shall applicable to resident veteran business which has a valid resident veteran business certificate issued by New Mexico Taxation and Revenue department based upon a ten percent of the total evaluation points being added to the score of a proposal from a resident veteran business.

(3) A preference factor for Section 3 firms as defined in the Housing and Urban Development Act of 1968, 12 U.S.C. 17801u (Section 3), as amended, shall be applicable pursuant to that Act whenever a contract resulting from a competitive procurement solicitation is funded through a grant from the U.S. Housing and Urban Development Department.

(b) New Mexico materials. Except for competitive procurement solicitations that are subject to 53 FR 8033 (Common Rule) as promulgated through the U.S. Office of Management and Budget, a preference for the use of materials produced, grown, processed, or manufactured in New Mexico by citizens or residents of New Mexico shall apply pursuant to § 13-4-2, NMSA, 1978, as amended.

(c) Limitations. No bidder/offeror entitled to preference pursuant to this section shall receive more than a ten percent preference on any one bid/proposal submitted. Only the principal bidder/offeror or one of the principal bidders/offerors, not a subcontractor, may qualify for a preference.

(Code 1988, § 25.5-40; Ord. No. 1923, § 1, 6-17-02; Ord. No. 2658, § I (exh. B), 8-6-12)

Sec. 24-213 Change orders

(a) Changes in cost

(1) Any changes in base contract amount require the following approvals:

Change	**Approver**
Less than 5%	Program Manager
More than 5% less than 10%	Department Director
More than 10% less than 15%	Assistant City Manager
More than 15%	City Manager
Contract approved by City Council	City Council
Exceeds approved budget amount	City Council

(2) Budgetary Authority: In no case does City staff or Management have the ability to increase the budget at the fund level, including usage of unbudgeted fund balance, without City Council approval.

(Code 1988, § 25.5-40; Ord. No. 2852, § 5-21-18)

Sec. 24-214. Suspension of Project

Due to reasons beyond the contractor's control or conditions exist which will impair the quality of the work, and upon recommendation by the Department Director, the purchasing manager, or the Office of the City Manager shall have the authority to suspend a construction or consultant project indefinitely.

Sec. 24-215. - Maximum practicable competition.

Under this chapter, all specifications shall be drafted so as to promote overall economy for the purposes intended and to encourage competition in satisfying the city's needs and shall not be unduly restrictive. The policy enunciated in this section applies to all specifications including, but not limited to those prepared for the city by architects, engineers, designers, and drafters.

(Code 1988, § 25.5-81)

Sec. 24-216. - Qualified products list.

The city may adopt qualified product lists that shall allow for maximum competition as is practical and that will satisfy the requirements of the city.

(Code 1988, § 25.5-82)

Sec. 24-217. - Brand name specification or equal specification.

(a) Use. Under this chapter, brand name or equal specifications may be used when the purchasing manager determines in writing that:

(1) No other design or performance specification or qualified products list is available;

(2) Time does not permit the preparation of another form of purchase description, not including a brand name specification;

(3) The nature of the product or the nature of the city's requirements makes use of a brand name or equal specification suitable for the procurement; or

(4) Use of a brand name or equal specification is in the city's best interest.

(b) Samples of "or equal" materials should be submitted with the bid; however, they may be submitted after the bid opening if adequate time is allowed to evaluate the samples before the bid is awarded.

(c) Designation of several brand names. Brand name or equal specifications shall seek to designate three, or as many different brands as are practicable, as "or equal" references, and shall further state that substantially equivalent products to those designated will be considered for award.

(d) Required characteristics. Unless the purchasing manager determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.

(e) Nonrestrictive use of brand name or equal specifications. Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

(Code 1988, § 25.5-83; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-218. - Brand name specification.

(a) Use. Since use of a brand name specification is restrictive of product competition, it may be used only when the purchasing manager makes a written determination that only the identified brand name item will satisfy the city's needs.

(b) Competition. The purchasing manager shall seek to identify sources from which the designated brand name item can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under sole source procurement.

(Code 1988, § 25.5-84; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-219. - Authority for cooperative procurement.

The purchasing manager may either participate in, sponsor, or administer a cooperative procurement agreement for the procurement of any city services, construction, or items of tangible personal property with any other state agency, local public body, or external procurement unit in accordance with an agreement.

(Code 1988, § 25.5-131)

Sec. 24-220. Reserved.

ARTICLE VI. – DEBARMENT OR SUSPENSION

Sec. 24-221. – Authority to suspend.

(a) The purchasing manager, after consulting with the city attorney and the contract administrator, as defined by the using department, is authorized to suspend a person for cause from consideration for the award of future city contracts for a specified period of time. The suspension may apply to a person in his/her individual as well as corporate capacity. The suspension shall be for a period of not more than three months.

(b) The causes for suspension shall include one or more of the following:

(1) Violation of any city or noncity contract provision, as follows, of a character which is regarded by the purchasing manager to be so serious as to justify suspension:

a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, including failure to pay subcontractors. Failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension.

(2) Any other cause the purchasing manager determines to be so serious and compelling as to affect responsibility as a city contractor, including debarment by another governmental entity for any cause listed in this chapter.

(3) Violation of the ethical standards set forth in Article II of this chapter.

(Code 1988, § 25.5-101; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-222. – Authority to debar.

(a) The purchasing manager, after consulting with the city attorney and the contract administrator, as defined by the using department, is authorized to debar a person for cause from consideration for the award of future city contracts for a specified period of time. The debarment may apply to a person in his/her individual as well as corporate capacity. The debarment shall be for a period of not more than three years.

(b) The causes for debarment shall include one or more of the following:

(1) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a city contractor.

(3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals.

(4) Violation of any city or noncity contract provision, as follows, of a character which is regarded by the purchasing manager to be so serious as to justify debarment action:

a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, including failure to pay subcontractors. Failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.

(5) Any other cause the purchasing manager determines to be so serious and compelling as to affect responsibility as a city contractor, including debarment by another governmental entity for any cause listed in this chapter.

(6) Violation of the ethical standards set forth in Article II of this chapter.

(7) Any violation of the drug-free workplace regulations.

(Code 1988, § 25.5-101; Ord. No. 1923, § 1, 6-17-02

Sec. 24-223. – Notice of decision.

(a) Mailing notice. Any written decision by the purchasing manager to debar a person under this article shall be sent by certified mail, return receipt requested, to the person affected by the decision, or by hand delivery and delivery receipt requested.

(b) Contents of notice. The written notice of the purchasing manager's decision shall set forth in detail all reasons for the debarment and shall inform the person of their rights concerning administrative appeal.

(Code 1988, § 25.5-102; Ord. No. 1923, § 1, 6-17-02)

Secs. 24-224 - Determination of responsibility in construction and consultant contracts.

(a) In all contracts related to capital projects, the purchasing manager may evaluate the past performance of an entity doing business with the city and determine if the contractor is not a responsible offeror. In the evaluation of the performance of the contractor, the following factors shall be considered:

(1) Timeliness of performance;

(2) Quality of performance;

(3) Compliance with all applicable City ordinances;

(4) Compliance with the labor laws regarding payment of wage rates;

(5) Compliance with all applicable municipal, state, and federal laws;

(6) Poor performance causing delays in performance by other contractors;

(7) Failure to comply with safety laws, rules and regulations;

(8) Failure to accept responsibility for managing claims arising out of the performance of their contracts;

(9) Or any other factor which, singly or in combination with the above, results in a determination by the department director that the proposed contracting entity is not a responsible offeror.

(b) Any such determination of non-responsibility made by the purchasing manager shall be sent to the contractor by certified mail, return receipt requested. A determination of non-responsibility shall continue until such time as the purchasing manager, based on contract performance occurring after the determination, then determines that offeror has improved its performance sufficient to be deemed responsible. Any determination of non-responsibility may be protested.

Secs. 24-225-24-230. - Reserved.

ARTICLE VII. - APPEALS AND REMEDIES

Sec. 24-231. - Bid protests.

(a) Right to protest. Any offeror who is aggrieved in connection with the procurement process of this chapter, including but not limited to the solicitation or award of a contract, may file a written protest with the purchasing manager. Such protest must be filed within five working days after the aggrieved bidder or offeror knows or should have known of the facts giving rise to the protest unless, otherwise specified in this chapter~~, and shall be accompanied by an appeals bond (except where prohibited by federal law) in an amount set by the city council by resolution (Resolution No. 00-148)~~. If the protest concerns the awarding of a bid, the protest must be filed within five working days of receipt of the purchasing's manager's determination. The protestor shall set forth in detail all reasons for the protest. The protest shall:

(1) Include the name and address of the protestor;

(2) Identify the contracting activity and the number of the solicitation, if any, and if a contract has been awarded the contract number, if any;

(3) Contain a statement of the grounds for protest;

(4) Include supporting exhibits, evidence affidavits or documents to substantiate any claim unless not available within the filing time, in which case the expected availability date shall be indicated; and

(5) Specify the ruling requested from the purchasing manager.

(b) Bid protest appeal bond or security. The options for an appeal bond or security are an appellate bond through a bonding company authorized to do business in New Mexico; letter of credit or its equivalent from a federally insured financial institution; or cashier's check or its equivalent payable to the City of Las Cruces. Amount of appeal bond or security shall be determined as follows:

(1) One Thousand and No/100 Dollars ($1,000.00) for a bid protest to a contract expected to be awarded in an amount under One Hundred Thousand and No/100 Dollars ($100,000.00).

(2) Five Thousand and No/100 Dollars ($5,000.00) for a bid protest to a contract expected to be awarded in an amount between One Hundred Thousand and No/100 Dollars ($100,000.00) and Five Hundred Thousand and No/100 Dollars ($500,000.00).

(3) Ten Thousand and No/100 Dollars ($10,000.00) for a bid protest to a contract expected to be awarded in an amount in excess of Five Hundred Thousand and No/100 Dollars ($500,000.00).

(4) The purchasing manager will determine the amount of the appeal bond or security based on bids received, the engineer's estimate, and/or budgeted project funds, and that decision will be final.

(b) Duties of purchasing manager upon receipt of protest. Upon receipt of any protest filed in accordance with section (a) of this section, the purchasing manager shall review the facts giving rise to the protest and within 15 working days mail to the protestor and all other bidders, return receipt requested, a written determination concerning the validity of the protest. The determination shall set forth the rationale, the proposed action to be taken by the purchasing manager or the city and shall inform the protestor and other bidders of their right to appeal the purchasing manager's determination in accordance with the appeal procedures set forth in subsection (c) of this section. Failure to timely appeal the purchasing manager's determination shall bar further recourse by the protestor or any other bidder, and the purchasing manager's determination and proposed action shall be final.

(c) State of procurement during protest. If timely protest is made under subsection (a) of this section, the purchasing manager shall not proceed further with the solicitation or award of the contract until the

appeal process has been concluded in accordance with this section or until the purchasing manager makes a determination based on the records that the award of the contract without delay is necessary to protect substantial interests of the city. If the purchasing manager determines an award without delay is necessary and the protestor later prevails in the appeal, the protestor shall be entitled only to reasonable costs, not to include attorney fees, associated with the preparation and submission of the bid.

~~(c)~~(d) Appeal of purchasing manager's decision. Any protestor or other bidder aggrieved by the purchasing's manager's determination made pursuant to subsection (b) of this section may appeal such determination by filing, within five working days of receipt of such decision, a written notice of appeal with the city clerk, which shall set forth in detail all reasons for the appeal and whether or not the protestor will be represented by an attorney.

~~(d)~~(e) Appeals board. All timely appeals of the purchasing manager's determination shall be heard by the appeals board within 15 working days after the filing of the notice of appeal with the city clerk. The appeals board shall consist of three members who are neither city employees nor city councilors and who shall be appointed by the city manager. The members may be paid or may serve voluntarily. The city clerk shall be responsible for notifying all protestors and other bidders of the time and place of the hearing.

~~(e)~~(f) Hearing procedures. The hearing shall be informal but shall provide at a minimum for the swearing in and cross examination of witnesses by the city or any party having filed an appeal. The board may develop rules for the conduct of protest meetings. After concluding the hearing, the appeals board shall issue a written determination, within 15 working days of holding a hearing, of either upholding or reversing the purchasing manager's determination. The determination shall be final.

~~(f)~~(g) Costs. The losing party to the appeal shall be responsible for the reasonable costs of the appeal as determined by the appeals board. The board's determination of costs shall be based on the costs and expenses incurred by the board, including but not limited to the board's salary, attorneys' fees, reproduction, and transcription costs.

~~(g)(a) State of procurement during protest. If timely protest is made under subsection (a) of this section, the purchasing manager shall not proceed further with the solicitation or award of the contract until the appeal process has been concluded in accordance with this section or until the purchasing manager makes a determination based on the records that the award of the contract without delay is necessary to protect substantial interests of the city. If the purchasing manager determines an award without delay is necessary and the protestor later prevails in the appeal, the protestor shall be entitled only to reasonable costs, not to include attorney fees, associated with the preparation and submission of the bid.~~

(Code 1988, § 25.5-111; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-232. – Debarment appeal.

(a) Timely appeal. The person debarred may appeal the determination of the purchasing manager by filing, within five working days of the receipt of the determination, a written notice of appeal and filing an appeals bond with the city clerk in an amount to be set by resolution of the city council. Any notice of appeal not filed within the five-working-day period shall not be timely. The notice of appeal shall be filed with the city clerk and shall set forth in detail all reasons for the appeal. No debarred person shall contact orally or in writing any member of the appeals board outside of the adjudicatory process.

(b) Appeals board. All timely appeals of the purchasing manager's determination shall be heard by the appeals board within 15 working days after filing the notice of appeal with the city clerk. The appeals board shall consist of three members who are neither city employees nor city councilors and who shall be appointed by the city manager. The members may receive travel expenses or per diem or may serve voluntarily.

(c) Notification of hearing. The city clerk shall be responsible for notifying the debarred person of the time and place of the hearing, which shall be opened to the public and conducted in compliance with the Open Meetings Act.

(d) Record of hearing. The city shall provide a clerk who shall record the hearing and prepare a nonverbatim account of the hearing. Copies of the recordings and nonverbatim account shall be provided to the debarred person for a reasonable reproduction cost.

(e) Conduct of hearing. The hearing shall be informal but shall provide at a minimum for the swearing in and cross examination of witnesses by the parties involved. The appeals board shall have the authority to call for the attendance of witnesses and the production of documents, to swear witnesses, to call witnesses itself, to examine witnesses including the debarred person, and to hear all evidence properly brought before it. The formal rules of evidence shall not apply to this proceeding. The appeals board may adopt additional rules for hearings not inconsistent with this chapter.

(f) Legal representation. The debarred person may be represented before the appeals board by a representative of his choice. The representative shall be identified, and their name made known to the board three days prior to the hearing. If the representative of the person who has appealed is an attorney, the purchasing manager may be represented by the city attorney.

(g) Written decision of board. After concluding the hearing, the appeals board shall issue a written decision either upholding or reversing the purchasing manager's determination within 15 working days of the completion of the hearing. The decision of the board shall be based upon the evidence received at the hearing and shall be final.

(h) Costs. The losing party to the appeal shall be responsible for the reasonable costs of the appeal as determined by the appeals board. The board's determination of costs shall be based on the costs and expenses incurred by the board, including but not limited to the board's salary, attorneys' fees, reproduction, and transcription costs.

(Code 1988, § 25.5-103; Ord. No. 1923, § 1, 6-17-02)

Sec. 24-233. - Remedies for solicitations or awards in violation of law.

(a) Prior to bid opening or closing date for receipt of proposals. If, prior to the bid opening or the closing date for receipt of proposals, the purchasing manager, after consultation with the city attorney, determines that a solicitation made under this chapter is in violation of federal, state, or municipal law, the solicitation shall be canceled or revised to comply with applicable law.

(b) Prior to award. If, after bid opening or the closing date for receipt of proposals, the purchasing manager, after consultation with the city attorney, determines that a solicitation or a proposed award of a contract made under this chapter is in violation of federal, state, or municipal law, the solicitation or proposed award shall be canceled.

(c) After award. If, after an award, the purchasing manager, after consultation with the city attorney, determines that a solicitation or award of a contract made under this chapter was in violation of applicable law, then:

(1) If the person awarded the contract has not acted fraudulently or in bad faith, the contract may be:

a. Ratified and affirmed, provided it is determined that doing so is in the best interests of the city; or

b. Terminated, and the person awarded the contract shall be compensated for actual costs reasonably incurred under the contract, plus a reasonable profit, prior to the termination; or

(2) If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if such action is in the best interests of the city.

(Code 1988, § 25.5-113; Ord. No. 1923, § 1, 6-17-02)