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City of Las Cruces[®]
 PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 7 Ordinance/Resolution# 12-167

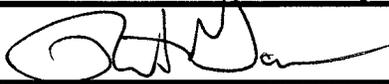
For Meeting of _____
 (Ordinance First Reading Date)

For Meeting of April 2, 2012
 (Adoption Date)

TITLE: A RESOLUTION AUTHORIZING THE LAS CRUCES INTERNATIONAL AIRPORT TO ACCEPT A NEW MEXICO DEPARTMENT OF TRANSPORTATION, AVIATION DIVISION GRANT IN THE AMOUNT OF \$9,553.00 WITH A LOCAL MATCH REQUIREMENT OF \$1,061.00 FOR AIRPORT MAINTENANCE SUPPLIES, TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE GRANT AGREEMENT, AND TO ADJUST THE FY 2012 BUDGET.

PURPOSE(S) OF ACTION:

To accept grant, ratify signature, and adjust budget.

COUNCIL DISTRICT: ALL		
<u>Drafter/Staff Contact:</u> Elizabeth Vega	<u>Department/Section:</u> Finance/Grants	<u>Phone:</u> 575-541-2717
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Las Cruces International Airport (LRU) has been awarded a grant from the New Mexico Department of Transportation, Aviation Division in the amount of \$9,553.00. This grant will be used for airfield maintenance supplies and services. This will include the purchase of supplies such as windsocks, reflective tape, asphalt patch, and light bulbs among other supplies. It will also help fund quarterly AWOS inspections for the weather system and data links.

The New Mexico Department of Transportation, Aviation Division grant will fund 90% of project costs, which would leave the City responsible for funding the remainder of the project, or \$1,061.00. The source of the local match has been identified in the LRU's budget and no additional funds are being sought at this time.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Award Letter.
3. Exhibit "B", Budget Adjustment.

(Continue on additional sheets as required)

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input type="checkbox"/>	See fund summary below
	No	<input checked="" type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____
		<input checked="" type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.
Does this action create any revenue?	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: 1010 Airport Operating Fund in the amount of \$9,553.00 for FY 2012.
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

Grant funds of \$9,553.00 will be deposited into Fund #1010 (Airport Operating Fund) under project #70B15 to be used by the Las Cruces International Airport (LRU) to pay for upgrades to the city-owned equipment at the fuel farm. Match funds will come from Fund #1010 (Airport Operating Fund) in the amount of \$1,061.00. Total project cost will therefore be \$10,614.00 as outlined in the award letter.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Airport Operating Fund	10323020-730110-70B15	\$9,553.00	\$9,553.00*	\$0.00	N/A
Airport Operating Fund (match)	10323020-722253-70B15	\$1,061.00	\$1,061.00*	\$0.00	N/A

*pending adjustment

OPTIONS / ALTERNATIVES:

- Vote "Yes"; this will accept grant funds from the New Mexico Department of Transportation, Aviation Division to be used by the Las Cruces International Airport (LRU) for airfield maintenance supplies and services. It will also ratify the City Manager's signature on the grant agreement and adjust the FY 2012 budget.
- Vote "No"; this is not an option since the City Manager has signed the grant agreement.

(Continue on additional sheets as required)

3. Vote to "Amend"; this is not an option as the grant agreement has been agreed upon by both parties.
4. Vote to "Table"; this not an option, as grant funds have been accepted.

REFERENCE INFORMATION:

N/A

RESOLUTION NO. 12-167

A RESOLUTION AUTHORIZING THE LAS CRUCES INTERNATIONAL AIRPORT TO ACCEPT A NEW MEXICO DEPARTMENT OF TRANSPORTATION, AVIATION DIVISION GRANT IN THE AMOUNT OF \$9,553.00 WITH A LOCAL MATCH REQUIREMENT OF \$1,061.00 FOR AIRPORT MAINTENANCE SUPPLIES, TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE GRANT AGREEMENT, AND TO ADJUST THE FY 2012 BUDGET.

The City Council is informed that:

WHEREAS, the City of Las Cruces, New Mexico, a municipal corporation, is the owner of certain real property known as the Las Cruces International Airport (LRU); and

WHEREAS, a grant from the New Mexico Department of Transportation, Aviation Division will provide \$9,553.00 for airfield maintenance supplies and services as demonstrated in Exhibit "A"; and

WHEREAS, the \$1,061.00 local match has been identified and will be budgeted to complete the total project costing \$10,614.00; and

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT the Las Cruces International Airport is authorized to accept a grant in the amount of \$9,553.00, with a match requirement of \$1,061.00.

(II)

THAT the Council does ratify the signature of the City Manager accepting the grant agreement to meet submission deadline.

(III)

THAT the FY 2012 Adopted Budget is hereby adjusted as reflected in Exhibit "B", attached hereto and made a part of this resolution.

(IV)

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

DONE AND APPROVED this ____ day of _____, 2012.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

Moved by _____

Seconded by _____

VOTE:

Mayor Miyagishima: _____

Councillor Silva: _____

Councillor Smith: _____

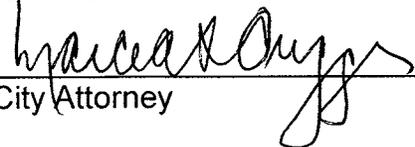
Councillor Pedroza: _____

Councillor Small: _____

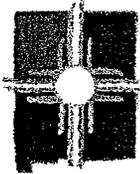
Councillor Sorg: _____

Councillor Thomas: _____

APPROVED AS TO FORM:

Ass't 

City Attorney



NOTICE TO PROCEED

8/18/2011

City of Las Cruces
Attn: Lisa Murphy, Airport Manager
P.O. Box 20000
Las Cruces, NM 88004-9002

RE: LRU-12-01

Dear Sir/Madam:

Please consider this letter as official NOTICE TO PROCEED on the above referenced project between the city and the Aviation Division, which authorizes you to proceed with the scope of services outlined in this Agreement. This Agreement shall not exceed the amount stated in the grant agreement including applicable gross receipts taxes.

Please sign and return, fax or e-mail to:

NEW MEXICO STATE AVIATION DIVISION
PO BOX 9830
Albuquerque, NM 87119
(505) 244-1790 (Fax)

Aviation.Division@state.nm.us

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

THE CITY OF LAS CRUCES

This, the 24 day of AUGUST, 2011

By: Lisa Murphy

LISA MURPHY
Print Name

Susana Martinez
Governor

Alvin C. Dominguez, P.E.
Cabinet Secretary

Commissioners

Pete Rahn
Chairman
District 3

Debra Hicks
Vice Chairman
District 2

Dr. Kenneth White
Secretary
District 1

Ronald Schmeits
Commissioner
District 4

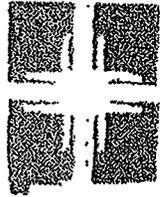
Butch Mathews
Commissioner
District 5

Jackson Gibson
Commissioner
District 6

DATE

Jun 20, 2011

STATE GRANT AGREEMENT FOR AIRPORT PROJECTS



New Mexico DEPARTMENT OF
TRANSPORTATION
MOVING FOR EVERYONE

AVIATION DIVISION

Sponsor Name

City of Las Cruces

Respond to:
NEW MEXICO AVIATION DIVISION
PO Box 9830
Albuquerque, NM 87119
505-244-1788 phone
505-244-1790 fax

Contract No. _____

Project No. LRU-12-01

Vendor No. _____

Expiration Date 8/9/2013

PART I - PROJECT INFORMATION

AGREEMENT between City of Las Cruces, New Mexico (hereinafter called the "Sponsor") and the State of New Mexico, acting through the New Mexico Department of Transportation, Aviation Division (hereinafter called the "Division"), for the purpose of carrying out the provisions of NMSA 1978, Section 64-1-13 of the Aviation Act (hereinafter called the "Act") and the Municipal Airport Law of 1978 (NMSA 1978, Section 3-39-1 et seq.). The Sponsor hereby makes application to the Division for state funds authorized in NMSA 1978, Section 64-1-13, for the purpose of aiding in financing an airport or aviation project (herein called the Project) at Las Cruces Municipal Airport.

Project Description:

Airfield maintenance supplies and services.

FUNDING	STATE	SPONSOR	OTHER	TOTAL
REQUEST	\$ 9,553	\$ 1,061	\$	\$ 10,614

ROUND TO THE NEAREST DOLLAR

The site of development and items of work are more particularly described on the property map, "Exhibit A", attached hereto.
 Items of work, cost and source of funds are stated in "Exhibit B", also attached hereto.

REPRESENTATIONS

The Sponsor hereby represents and certifies the following:

1. **Legal Authority** - The Sponsor has the legal power and authority: (1) to do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) to accept, receive and disburse grants of funds from the State of New Mexico in aid of the Project; and (3) to carry out all provisions stated in this "Grant Agreement for Airport Projects."
2. **Defaults** - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project except as stated in "Exhibit C"
3. **Possible Disabilities** - The Sponsor states, by execution of this AGREEMENT, there are no facts or circumstances (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
4. **Land** - The Sponsor holds the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Project, subject to the following exceptions, encumbrances and adverse interests, of all which areas are identified in the aforementioned property map designated as "Exhibit A": The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

ASSURANCES

The Sponsor hereby covenants and agrees with the Division as follows:

1. The Sponsor agrees that it will operate the airport receiving aid under this application for the use and benefit of the public on fair and reasonable terms, and without unjust discrimination.
2. The Sponsor specifically agrees that it will keep said airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes: provided, that the Sponsor may establish such fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport; and further provided, that the Sponsor may with the approval of the Division prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civilian aviation needs of the public.
3. The Sponsor agrees that in its operation of the airport and all facilities thereon, neither it nor any person or organization occupying space of facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility provided for the public on the airport; and further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis to all users thereof.
4. The Sponsor will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users thereof and will not permit any activity thereon which would interfere with its use for airport purposes.
5. The Sponsor will, by acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
6. The Sponsor agrees that no landing fee shall be charged any owner or operator of aircraft using said airport; which would be in violation of 64-1-16, NMSA 1978, as amended.
7. If said airport is on private land, the Sponsor has attached hereto, titled "Exhibit A-3," a duly executed agreement permitting public use of this land for airport purposes without limit as to time.
8. The Sponsor agrees to comply with the New Mexico Aviation Act and the rules and regulations promulgated there under.

PROJECT AGREEMENT

It is understood and agreed that all development included in such Project will be accomplished in accordance with the New Mexico Aviation Act and all Rules and Regulations pursuant thereto. It is understood and agreed that the work approved under this application will be commenced within one hundred and twenty days from the date this application is approved unless such longer time is prescribed by the Division. It being further understood and agreed that should the Sponsor fail to do those things described and approved on or before one year from the date this agreement is approved or a later date as may be prescribed by the Division that said grant shall, without notice, be withdrawn and reverted to the "State Aviation Funds."

It is understood that the grant approved under this AGREEMENT shall be paid subject to the availability of funds from the "State Aviation Fund."

NOW THEREFORE, in consideration of the Sponsor's adoption and ratification of the representations and assurances contained and its acceptance of the terms of this AGREEMENT, the parties agree as follows:

SECTION ONE - PURPOSE:

The Sponsor has submitted to the Division an AGREEMENT for a grant of State funds for a project at or associated with the aforementioned airport. The Division has approved the above referenced AGREEMENT and has agreed to pay, as the State's Share,

90

 % of the Sponsor's share of all allowable cost for the project.

SECTION TWO - PROJECT FUNDING:

1. The funding for this project is as set forth on Exhibit B.
2. The maximum obligation of the State payable by the Division under this AGREEMENT is as set forth in Exhibit B.

SECTION THREE - SPONSOR SHALL:

1. Pay all costs, perform all labor, and supply all material, except as described in SECTION TWO of this AGREEMENT, for the purpose as described in SECTION ONE.
2. Provide a representative from its organization who shall serve as the single point of contact for the Division.
3. Maintain in force a **Maintenance Resolution** by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for its effectuation.
4. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.

5. Be responsible for all design and pre-construction activities including, but not limited to:
 - a. drainage and storm drain design;
 - b. geotechnical investigations;
 - c. pavement design;
 - d. use analysis;
 - e. structural design;
 - f. environmental and archaeological clearances;
 - g. airport layout plans
 - h. hazardous substance waste site(s) contamination investigations.
 6. Initiate and cause to be prepared all necessary documents including plans, specifications, and estimates (PS&E), and reports for this Project.
 7. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
 8. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this AGREEMENT.
 9. Notify the Division's designated engineer when the plans and specifications are sufficiently complete for review.
 10. Make no changes in design or scope of work without written approval of the Aviation Division.
 11. Advertise for and contract for the construction of the Project.
 12. Require the Engineer to prepare a final detail estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Division in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment. All detail estimates shall be in format approved by the Division.
 13. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent fraudulently, wastefully, or in violation of State statutes, or misused in any other manner on any project upon which State funds have been expended. For the purposes of this AGREEMENT, the term "State funds" means funds, however used or disbursed by the Sponsor, that were paid by the Division pursuant to this AGREEMENT. The Sponsor shall obtain the approval of the Division as to any determination of the amount of the State share of such funds. It shall return the recovered State share, including funds recovered by settlement, order, or judgment, to the Division. It shall furnish to the Division, upon request, all documents and records pertaining to the determination of the amount of the State share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such State share shall be approved in advance by the Division.
 14. The Sponsor shall, upon reasonable notice, allow the Division the right to inspect the project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being satisfactorily complied with. If such inspection discloses a failure to substantially meet such requirements and standards as, approved by the Division, the Division may terminate payment or payments until a mutually satisfactory remedy is agreed upon.
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15. The Sponsor does hereby ratify and adopt all assurances; statements, representations, warranties, covenants and, agreements contained in the AGREEMENT, and do hereby accept the Offer and by such acceptance agrees to comply with all of the terms and conditions in this AGREEMENT.
16. The Sponsor's acceptance of the Offer and ratification and adoption of the terms and conditions contained herein shall be evidenced by execution of this AGREEMENT, constituting the contractual obligations and rights of the Division and the Sponsor with respect to the accomplishment of the Project in accordance with all of the State's applicable laws and rules and in compliance with the assurances and conditions as provided herein. This AGREEMENT shall become effective upon the Divisions acceptance and upon complete execution of this AGREEMENT by all parties.

SECTION FOUR - DIVISION SHALL:

1. Assign a contact person for this project.
2. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
3. Examine materials submitted for review; these items shall include the following:
 - a. Basic design concept;
 - b. Copies of plans, specifications, and estimates at 75% and 95% completion;
 - c. Required proofs of conformance with established design standards; and
 - d. Conformance with New Mexico Environment Department requirements, when applicable, with regard to the preliminary and final investigation of hazardous substance/waste site(s); and in conformance with the preliminary and final design for the removal of contaminants from the affected site(s).
4. The Division shall not provide an extensive check of any plans submitted by the Sponsor. Acceptance of plans by the Division does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

SECTION FIVE - BOTH PARTIES AGREE:

1. Prior to the Notice to Proceed date, the Sponsor shall submit to the Division one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
2. The Sponsor shall obtain authorization from the Division prior to advertising the Project for bids.
3. If upon termination of this AGREEMENT there remain any properties, materials or equipment belonging to the Division, the Sponsor shall account for the same and dispose of them as directed by the Division.
4. The allowable costs of the Project shall not include costs determined by the Division to be ineligible for consideration under the Act.
5. The expenditure of any State money is subject to approval of all plans, specifications and other contract documents by the Division. The Sponsor shall comply with all applicable provisions of each of the referenced documents approved by the Division.

6. The Local Government's Road Fund shall not be used to administer this program, and no Sponsor receiving a distribution pursuant to a program requiring matching funds shall use another distribution made pursuant to NMSA 1978, Section 67-3-28.2, as amended.

SECTION SIX - COMPLIANCE WITH LAW:

The Sponsor shall comply with all Federal, State, and local laws and ordinances applicable to the work called for herein.

SECTION SEVEN - COMPLIANCE WITH EMPLOYMENT LAW AND COOPERATION WITH DEPARTMENT INVESTIGATIONS:

The Sponsor shall comply with all applicable Federal, State, and Department laws, regulations and policies, including, but not limited to laws governing, civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operation of the workplace, including laws and regulations hereafter enacted. The Sponsor shall furnish all information and reports required by, or pursuant to, the rules, regulations, and policies of the Department, and will permit access to, and the interview of, its employees, and the, except for legally privileged material, examination and copying of its employee records by investigators for the Department's Equal Opportunity Programs Bureau, Office of Inspector General, and Risk Management Bureau, the New Mexico Attorney General's Office, the New Mexico Department of Labor, and all branches of the United States Department of Transportation; and will otherwise fully cooperate with all such investigations.

SECTION EIGHT - NEW MEXICO TORT CLAIMS ACT:

By entering into this AGREEMENT, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this AGREEMENT. Any liability incurred in connection with this AGREEMENT is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The Sponsor and its "public employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this AGREEMENT modifies and/or waives any provision of the New Mexico Tort Claims Act.

SECTION NINE - ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Division or State Auditor, upon demand, all records relevant to this AGREEMENT and allow them the right to audit all records which support the terms of this AGREEMENT.

SECTION TEN - AUTHORIZATION OF EXPENDITURES:

The terms of this AGREEMENT are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, or the Congress of the United States if Federal funds are involved, for the performance of this AGREEMENT. If sufficient appropriations and authorizations are not made by the State Legislature or the Congress of the United States, if federal funds are involved, this AGREEMENT shall terminate upon written notice given by the Division to the Sponsor. The Division is expressly not committed to the expenditure of any funds until such time, as they are programmed, budgeted, encumbered and approved for expenditure by the Division. The Division's decision as to whether its funds are sufficient for the fulfillment of this AGREEMENT shall be final.

SECTION ELEVEN - REIMBURSEMENTS:

Funds expended by the Sponsor in accordance with the terms of this agreement shall be reimbursed by the Division to the Sponsor. Interim reimbursement requests shall include a (State) form A-1159 from the Sponsor requesting the amount due at that time and be accompanied by invoices from the parties to be paid by the Sponsor. The invoices shall total the amount to be paid at any time, of which the State share is a set percentage and/or fixed amount. Final reimbursement requests shall include a letter from the Sponsor requesting the amount due as the final payment and be accompanied by invoices from the parties to be paid by the Sponsor of which the State share is a set percent and/or fixed amount. The final payment request shall also be accompanied by proofs of payment that total the amount of money expended by the Sponsor on the Project. Proof of payment may be canceled checks or formal ledger entries. At the Sponsor's option, proofs of payment for interim pay requests may be submitted prior to the final payment request. All payment requests for projects in which the Sponsor is also directly receiving Federal money from the Federal Aviation Administration shall be accompanied by a copy of the Federal reporting form for reimbursement by which the Sponsor is requesting the federal share.

SECTION TWELVE - TERMINATION:

If the Sponsor fails to comply with any provision of this AGREEMENT, the Division has the option to terminate this AGREEMENT. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to termination of this AGREEMENT. This AGREEMENT shall expire two years from date of execution by all of the parties hereto.

SECTION THIRTEEN - MERGER:

This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written AGREEMENT. No prior agreement or understandings, verbal or otherwise, by parties or their agents shall be valid or enforceable unless embodied in this AGREEMENT. The terms of this AGREEMENT are lawful; performance of all duties and obligations herein shall conform with and do not contravene any State, local, or Federal statutes, regulations, rules, or ordinances.

SECTION FOURTEEN - EXECUTION OF AGREEMENT:

The AGREEMENT shall not take effect until executed by all of the parties hereto.

SECTION FIFTEEN - SEVERABILITY:

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

SECTION SIXTEEN - AMENDMENT:

This agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

Recommended by AVIATION DIVISION

Daniel R. Moran
Print Name

By: 

Date: 7/27/2011

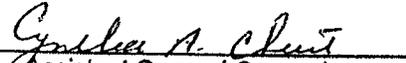
Approved by the
NMDOT Aviation Division Director *(acting)*

Jane M. Lucero
Print Name

By: 

Date: 8/9/2011

Approved as to form and legal sufficiency
by the NMDOT Office of General Counsel

By: 
Assistant General Counsel

Date: 8-8-11

Executed this 11th day of July, 2011.

City of Las Cruces
Name of Sponsor

By: [Signature]
Sponsor's Designated Official Representative

Title: City Manager

(Seal)
Attest: [Signature]

Title: City Clerk

Certificate of Sponsor's Attorney

I, Harry (Pete) Connelly acting as Attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor related thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative have been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Las Cruces this 11th day of July, 2011

[Signature]
Signature

EXHIBIT A AIRPORT PROPERTY MAP OR ALP (Submit with application/agreement)

EXHIBIT A-1 PLANS AND SPECIFICATIONS (Submit to Aviation Division for review when available)

EXHIBIT A-2 PROJECT ENGINEERING

(Project Engineer to provide the following information as it is available).

An estimate of the costs which would be incurred in providing the engineering data necessary to make an investigation, testing, estimates, prepare plans and specifications, supervise award of contract, prepare contract, stake the work, observe the work, make final inspection and final contract estimate. (Submit to Aviation Division for Review when available)

The work will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

EXHIBIT A-3 AIRPORT ON PRIVATE LAND

Attach duly executed agreement permitting public use of this land for airport purposes without limit as to time. If not applicable please note.

EXHIBIT A-4 AIRPORT ZONING AND LAND USE

Municipal Airport Law of 1978 (NMSA 1978, Section 3-39-1 et seq.)

Indicate if the city has adopted a zoning ordinance, date it was adopted and if a copy is on file with the NMDOT Aviation Division.

EXHIBIT A-5 SPONSOR OBLIGATED/COMMITTED FUNDS

This provides verification to the NMDOT Aviation Division that the Sponsor's share has been obligated / committed. The funds will be for use in defraying the costs of the project.

This must be submitted as part of the grant application/agreement to the NMDOT Aviation Division.

(Attach meeting minutes, resolution or other authorization stating the commitment of funding for the Sponsor's share of the cost of the project.)

EXHIBIT B PROJECT COSTS

SPONSOR City of Las Cruces

ITEM NO.	ITEM OF WORK AND DESCRIPTION	STATE FUNDS	SPONSOR'S FUNDS	OTHER FUNDS	TOTAL ESTIMATED COSTS
1	AWOS quarterly inspections and data links	\$ 4,004.78	\$ 444.98		\$ 4,449.76
2	Windssocks, paint, reflective tape, asphalt patch, spill absorbent, and herbicide	\$ 4,101.52	\$ 455.72		\$ 4,557.24
3	Light bulbs, fixture domes, incandescent fixtures, frangible coupling, riser shaft fixture, series isolation trans	\$ 1,446.08	\$ 160.67		\$ 1,606.75
		\$	\$		\$
TOTALS		\$ 9,552.38	\$ 1,061.37		\$ 10,613.75

EXHIBIT C DEFAULT STATEMENT

The Sponsor is not in default on any obligation to the State of New Mexico, or any agency of the State of New Mexico, relative to the development, operation or maintenance of any airport except as stated below in this Exhibit C.



Signature

Grant Administrator
Title

6-22-11

Date

85-6000147

Sponsor's Federal Identification Number

EXHIBIT C-1 SUSPENDED/DEBARMENT STATEMENT

The Sponsor hereby specifically agrees that it shall not award the contract for which this grant is given, nor shall bidding documents be given to any contractor which or who is subject to suspension or debarment by the U.S. Department of Transportation or any of its agencies, or the New Mexico Department of Transportation at the time of the bidding or award of the contract. Violation of this provision shall void this grant.



Signature

City Manager
Title

7/7/11

Date

85-6000147
Sponsor's Federal Identification Number

APPROVED AS TO FORM:


City Attorney

PROJECT CLOSE-OUT DOCUMENTS**CLOSE OUT REQUIREMENTS**

The final payment request shall also be accompanied by proofs of payment that total the amount of money expended by the Sponsor on the Project. Proof of payment may be canceled checks or formal ledger entries before the final reimbursement can be released by the Division.

1. Final Inspection Forms

Once a construction project is completed, a final inspection and acceptance of the project are required. The Division must be made aware of the time and place of the final inspection, in writing. Two weeks notice is preferred. One of the Division's staff will be in attendance. The following three forms are to be used for the final inspection/final acceptance process.

- a. Notice of Final Inspection
- b. Final Inspection Report
- c. Project Acceptance

2. Financial and Compliance Project Audit

A satisfactory financial and compliance audit of the project will be completed by the Division before the balance of funds will be released.

3. Updated Airport Layout Plan

After the project completion, if the project causes a facility change, another Airport Layout Plan will be submitted showing the scope of the project actually completed. The balance of the funds cannot be released until the revised ALP is received by the Division.

4. Material Test Results

Prior to final acceptance of the project, summary documentation of materials and construction quality tests shall be provided to the Division by the Sponsor or the Sponsor's Engineer.

5. As - Built Plans

After project completion and prior to release of final reimbursement the Sponsor will provide the Aviation Division a copy of the as - built plans and/or record drawings.

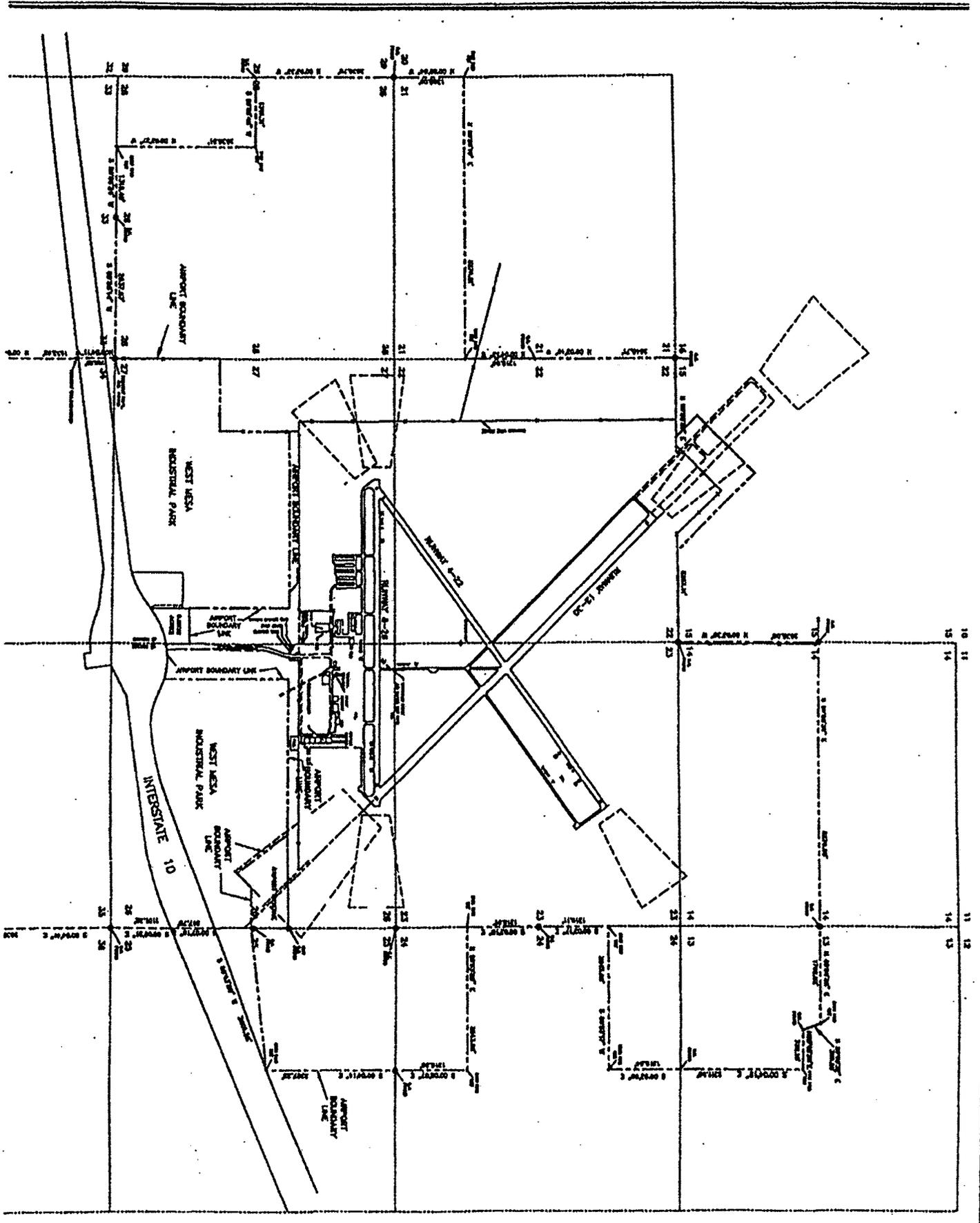
NMDOT Aviation Division Maintenance Grant Requested Items

Las Cruces International Airport

ITEM	Quantity	Cost	Total
AWOS Quarterly Inspection	4	887.44	3,549.76
AWOS Data Link	12	75.00	900.00
Windsock, 18 x 8	6	49.00	294.00
Windsock, 36 x 12	6	109.00	654.00
Spray Paint	20 cans	5.99	119.80
Paint	8 cans	11.18	89.44
Reflective Tape	20 rolls	50.00	1,000.00
Asphalt Patch	20 bags	35.00	700.00
Spill Absorbent	20 bags	10.00	200.00
Herbicide	60/gal	25.00/gal	1500.00
Airfield lighting bulbs	40	8.50	340.00
Fixture domes	5	15.50	77.50
Incandescent fixture	5	86.50	432.50
Frangible coupling	8	9.75	78.00
Riser shaft fixture	5	10.35	51.75
Series isolation trans	4	56.75	227.00
R.E.I.L bulbs	2	200.00	400.00
TOTAL			\$10,613.75

Grant amount requested: \$10,613.75 x .90 = \$9,552.38

CLC Match (101-10123180-721510) \$10,613.75 x .10 = \$1061.37



**Section 38-46-1 AOD Las Cruces International Airport Operations
Overlay Zone District**

Adopted by Ord. 2460 6-23-2008

Purpose. The purpose of the Las Cruces International Airport Operations district is to protect the operations of the Las Cruces International Airport ("Airport") from encroachment of land uses that could inhibit or restrict present airport operations or negatively affect the future growth and operation of the airport. Since the boundaries associated with this district are dependent upon the physical boundaries of specific airport features, the boundaries shall change as necessary with respect to any changes in these features.

B

Delineation of airport operations overlay zoning district boundary. The boundaries of this district are shown on Map 2 and shall be defined as follows:

1

Precision instrument runway approach zone. The inner edge of this approach zone coincides with the width of the primary surface and is 1,000 feet wide at a point 200 feet from the end of the precision instrument approach runway of the airport. The primary surface is a surface longitudinally centered on an airport runway, ending at each end of the runway when it has no specially prepared hard surface and 200 feet beyond each end of the runway when it has a specially prepared hard surface.

The precision instrument runway approach zone expands outward uniformly to a width of 16,000 feet at a horizontal distance of 50,000 feet from the horizontal surface of the precision instrument runway. The zone's centerline is an outward continuation of the centerline of the runway.

The height limit for this zone is defined by a slope extending upward and outward one foot of vertical elevation for each 50 feet of horizontal distance for the first 10,000 feet beginning at the end of and at the same elevation as the primary surface. From 10,000 to 40,000 feet, this slope extends at a rate of one foot of vertical elevation for each 40 feet of horizontal distance.

2

Horizontal zone. The horizontal zone is established by swinging arcs of 10,000 feet radii from the center of each end of the primary surface of each runway and connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal zone does not include the approach and transitional zones. The horizontal zone extends for 10,000 feet as described above to the boundary of the conical zone.

The height limit of structures in the horizontal zone is established at 150 feet above the airport elevation of 4456 feet for a total height limit of 4602 feet above mean sea level (MSL).

3.

Conical zone. The conical zone is the area that commences at the periphery of the horizontal zone and extends to a horizontal distance of 4,000 feet.

The height limit for this area is defined as a slope extending upward and outward one foot of vertical elevation for each 20 feet of horizontal distance beginning at the periphery of the horizontal zone and extending to a height of 350 feet above the airport elevation.

4.

Transitional zones. These are the areas that extend outward at 90 degree angles to each runway centerline and extended at a slope of one foot of vertical elevation for each seven feet of horizontal distance from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces.

The height limit for these areas is defined as the slope described above, extending to 150 feet above the airport elevation.

C.

Area of disclosure. This area is defined as all lands within the Las Cruces City Limits as noted by the area of disclosure boundary on Map 1. Within this area, the subject property's proximity to the airport shall be disclosed by any person or entity subdividing land. The area of disclosure boundary shall be noted in all development proposals.

D.

Restrictions. No residential uses shall be allowed within the area of disclosure (shown on Map 1) unless the following requirements are met. These requirements are necessary to mitigate the encroachment

of land uses that could inhibit or restrict present airport operations or negatively affect the future growth of the airport.

1.

No use may be made of land, water, or electrical power within any zone (includes approach, horizontal, conical, and transitional zones) in such a manner as to create electrical interference with navigational signals or radio communication between airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards or otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the airport.

2.

No structure shall be erected, altered or maintained, and no tree shall be allowed to grow in any zone to a height in excess of applicable height limits established by that zone (includes approach, horizontal, conical, and transitional zones).

3.

Effective on the date of this overlay approval, all land subdivisions within the area of disclosure shall require disclosure of the land's proximity to the airport by any person or entity subdividing land within this area. Disclosure of this information shall be required on the final subdivision plat to be recorded with the Office of the Dona Ana County Clerk.

4.

Development within the area of disclosure shall adhere to all applicable restrictions stated and outlined in F.A.R. Part 77 (Height Restrictions) and F.A.R. Part 150 (Noise and Land Use Compatibility) as amended.

F.

Submittal and review requirements. Submittal and review requirements are established for all new development to protect persons and property in the district.

1.

Subdivisions. Submittal, review, and approval of all subdivisions, including replats of previously platted lots will follow Chapter 37 of the City of Las Cruces Municipal Code.

2.

Buildings and signs. Building plans and sign permit applications will be submitted for approval to the community development department in accordance with their respective codes (Chapters 30 and 36 of the Municipal Code).

3.

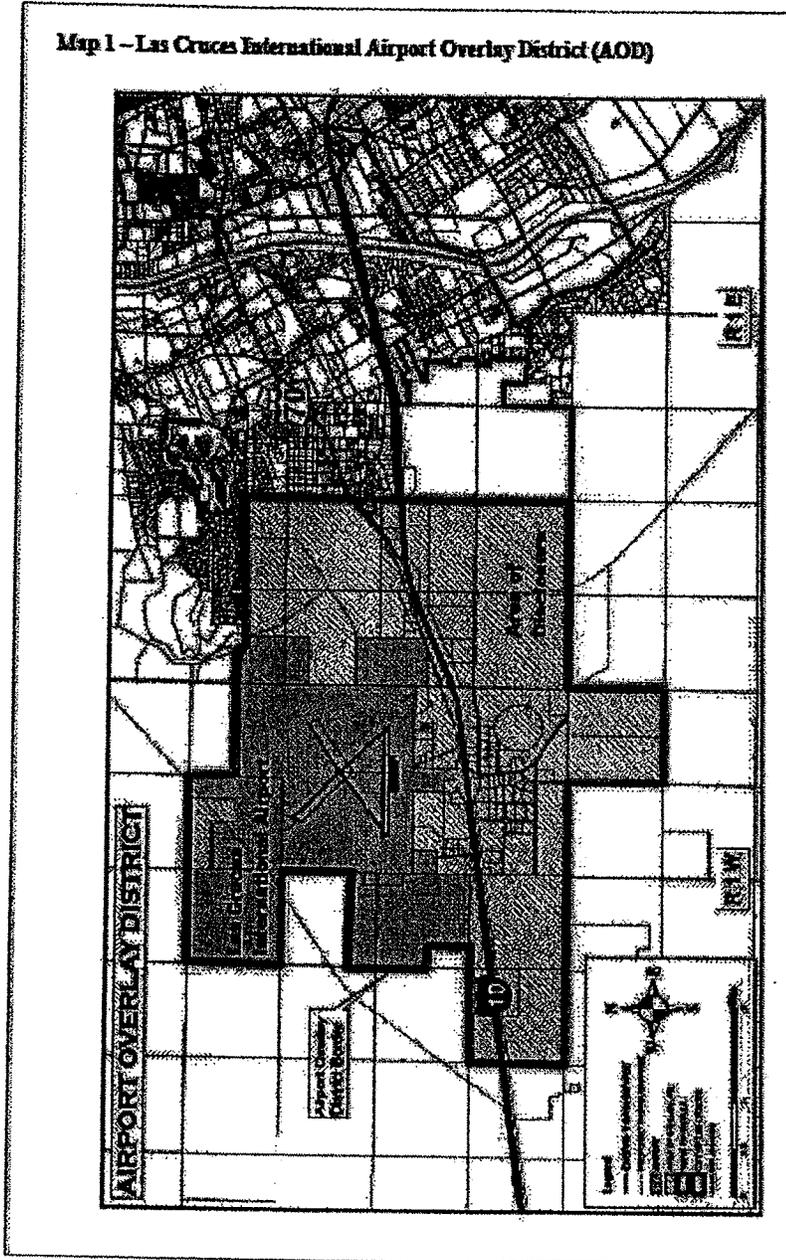
Variances. The planning and zoning commission is authorized to grant variances in accordance with the criteria established within subsection 38-101 of this Code, as amended. Said requests shall be accompanied by a written determination by the airport manager as to the merits of the request.

F.

Appeals. Appeal procedures are established for any person that is affected by a decision of an administrative official, commission, committee, or board in the enforcement of this section in accordance with section 38-13 of this Code.

(Ord. No. 2460, § 1, 6-23-08)

Map 1 - Las Cruces International Airport Overlay District (AOD)





**Financial Services Department
Grants Administration Office**

July 10, 2011

City of Las Cruces
PO BOX 20000
Las Cruces, NM 88004

New Mexico Department of Transportation
New Mexico Aviation Division
PO BOX 9830
Albuquerque, NM 87119

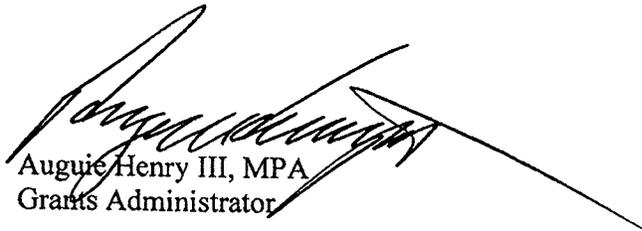
RE: State Grant Agreement for Airport Projects

To Whomever It May Concern:

This letter is to inform you that as of February 2011, City of Las Cruces departments are not required to seek City of Las Cruces City Council approval to submit grant applications that have provisions for obligated funds. In order to fulfill NMDOT, New Mexico Aviation Division's requirement to provide verification of obligated funds, we have attached a printout of the Las Cruces Airport's runway maintenance account. The \$1,061 sponsor's share will be paid from this account.

If any further verification is needed, please feel free to contact me.

Sincerely,



Augie Henry III, MPA
Grants Administrator

07/07/2011 10:53
lmurphy

City of Las Cruces, NM
G/L ACCOUNT - MASTER INQUIRY

PG 1
glactinq

Org code: 10123180 AIRPORT OPERATIONS

Type: E

Project code: *UNKNOWN*

Status: A
Budgetary: Y

Fund 1010 AIRPORT OPERATIONS
FUNCTION 12 FACILITIES
DIVISION 30 FACILITIES
SUBDIV 3400 AIRPORT OPERATIONS
DEPARTMENT 3400 AIRPORT OPERATIONS
GRANT 0000 NONGRANT
UTILITY FUNC 000 NON-UTILITY FUNCTION
OPEN 721510 RUNWAY MAINTENANCE
Project *UNKNOWN*

Full description: RUNWAY MAINTENANCE
Reference Acct:

Short desc: RUNWAY MAI
Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	3,389.83
01	.00	.00	.00	1,389.88
02	.00	.00	.00	1,389.92
03	2,046.00	.00	-7,721.00	1,389.92
04	.00	1,400.00	.00	1,389.92
05	1,505.88	-1,400.00	.00	1,389.92
06	7,670.46	.00	.00	1,389.92
07	.00	.00	.00	1,389.92
08	.00	1,410.00	.00	1,389.92
09	.00	.00	.00	1,389.92
10	.00	.00	.00	1,389.92
11	1,410.00	-1,410.00	.00	1,389.92
12	.00	.00	.00	1,389.92
13	.00	.00	.00	.00
Tot:	12,632.34	.00	-7,721.00	20,068.83

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	12,632.34	Original Budget	24,400.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	-7,721.00
Total	12,632.34	Carry Fwd Budget	.00
Available Budget	4,046.66	Carry Fwd Bud Tfr	.00
Percent Used	75.74	Revised Budget	16,679.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPT	24,400.00
Actual-Last Yr	.00	DIRECTOR	24,400.00
Estim-Actual	24,400.00	BGT OFFICE	24,400.00
	.00	CITY MGR	24,400.00
		COUNCIL	24,400.00

PER	LAST YEAR MONTHLY AMOUNTS		
	ACTUAL	ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	.00	1,833.37
02	.00	.00	1,833.33
03	.00	.00	1,833.33
04	.00	.00	1,833.33
05	.00	.00	1,833.33
06	.00	.00	1,833.33
07	190.50	.00	1,833.33
08	1,031.31	.00	1,833.33
09	.00	.00	1,833.33
10	.00	.00	1,833.33
11	.00	18,600.00	1,833.33
12	19,983.38	-18,600.00	1,833.33
13	.00	.00	.00
Tot:	21,205.19	.00	22,000.00

----- PRIOR YEARS TOTAL AMOUNTS -----			
2010 Actual	21,205.19	2010 Orig Budget	22,000.00
2010 Closed @ YE	21,205.19	2010 Bud Tfr In	.00
2010 Encumbrance	.00	2010 Bud Tfr Out	.00
2010 Memo Bal	21,205.19	2010 C Fwd Budget	.00
2009 Actual	25,255.59	2010 Revsd Budget	22,000.00
2008 Actual	16,796.65		
2007 Actual	13,673.16	2009 Orig Budget	36,000.00
2006 Actual	.00	2009 Revsd Budget	25,256.00
2005 Actual	.00	2008 Orig Budget	50,000.00
2004 Actual	.00	2008 Revsd Budget	27,700.00
2003 Actual	.00		
2002 Actual	.00	2010	0.00
2001 Actual	.00	2009	0.00
		2008	0.00

----- FUTURE YEAR AMOUNTS -----			
PER	2012 BUDGET		BUDGET
00	.00	2012 DEPT	12,400.00
01	892.75	2012 DIRECTOR	12,400.00
02	892.75	2012 BGT OFFICE	12,400.00
03	892.75	2012 CITY MGR	10,713.00
05	892.75	2012 REVISED	10,713.00
06	892.75	2013 Estimate	.00
07	892.75	2014 Estimate	.00
08	892.75	2015 Estimate	.00
09	892.75	2016 Estimate	.00
10	892.75		.00
11	892.75	2012 Memo Bal	.00
12	892.75	2012 Encumbrance	.00
13	.00	2012 Requisition	.00
Tot:	10,713.00		

----- ACCOUNT NOTES -----

** END OF REPORT - Generated by Lisa Murphy **

**CITY OF LAS CRUCES
ADOPTED BUDGET FY 2011/2012**

FUND	DIVISION		FUND TYPE	
Airport Operations Fund 1010	Facilities		General Fund	
	FY 2010/11 Projected*	FY 2011/12 Adopted	Adjustment	FY 2011/12 Adjusted
RESOURCES				
Beginning Balance	\$ 15,548	1,227		1,227
REVENUES				
541910 Provision For Uncollible Accts	\$ (7,000)	0		0
542521 Landing Fees	1,640	1,900		1,900
542522 Rental/Lease Income	101,540	91,660		91,660
542523 Airport Comercial Fees	8,751	12,200		12,200
542525 Airport Land Rental	65,748	50,800		50,800
570010 Interest on Investment	377	500		500
590051 Net Incr (Decr) Fair Value Investment	(1,686)	0		0
592001 Reimbursed Expenses	3,966	3,700		3,700
552001-70B11 Wildlife Hazard Assessment FAA	43,266	50,639		50,639
552007-70B11 Wildlife Hazard Assessment State	0	1,333		1,333
552007-70B15 Airfield Maintenance Supplies & Ser.	0	0	9,553	9,553
Total Revenues	\$ 216,602	212,732	9,553	222,285
Total Resources	\$ 232,150	213,959	9,553	223,512
EXPENDITURES				
Personnel Services	\$ 294,583	290,754		290,754
Operating Expenses	176,690	237,246		237,246
Capital Outlay	0	0		0
70B09 Airport Runway 12-30 Reconstruction	9,569	0		0
70B10 Weather Station	4,125	0		0
70B11 Wildlife Hazard Assessment	44,379	0		0
70B15 Airfield Maintenance Supplies & Ser.	0	0	9,553	9,553
70B15 Airfield Mntnc. Sup.s & Ser. (Match)	0	0	1,061	1,061
Additional Managed Reduction	0	0		0
Total Expenditures - 10123180	\$ 529,346	528,000	10,614	538,614
OTHER FINANCING SOURCES (USES)				
Transfer to Fund 1000 - General Fund	\$ (20,000)	(20,000)		(20,000)
Transfer to Fund 6340 - Liability Fund	(1,577)	(1,577)		(1,577)
Transfer from Fund 1000 - General Fund	320,000	370,000		370,000
Total Other Financing Sources (Uses)	298,423	348,423	0	348,423
ENDING CASH BALANCE	\$ 1,227	34,382	(1,061)	33,321