



City of Las Cruces®

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Council Action and Executive Summary

Item # 6Ordinance/Resolution# 16-145For Meeting of _____
(Ordinance First Reading Date)For Meeting of January 19, 2016
(Adoption Date)

Please check box that applies to this item:

 QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT NEW MEXICO LEGISLATIVE APPROPRIATION NO. 15-0918 IN THE AMOUNT OF \$65,000.00, THROUGH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) TO PLAN, DESIGN, AND CONSTRUCT IMPROVEMENTS TO STREETS IN LAS CRUCES; TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE CONTRACT AGREEMENT; AND TO AMEND THE CITY'S ADOPTED FY2016 BUDGET AND FY2016 CAPITAL IMPROVEMENT PLAN (CIP).

PURPOSE(S) OF ACTION:

To accept funding and adjust the City budget and CIP.

COUNCIL DISTRICT: 5		
Drafter/Staff Contact: Amy Johnson Bassford	Department/Section: Finance/Grants	Phone: 575-541-2281
City Manager Signature:		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City was awarded Legislative Appropriation No. 15-0918 funding through State of New Mexico Severance Tax Bonds through the NMDOT in the amount of \$65,000.00, with no local match required. NMDOT requests appropriations for communities throughout New Mexico from the State Legislature, which are then distributed as legislative appropriations for specific projects through the NMDOT. When the City receives funding for projects through legislative appropriation, it is necessary for City Council to accept the funds as well as the conditions that are associated with the grant funding. The City did not anticipate receiving this funding when the current fiscal year budget was adopted in May, 2015. The City Council is being requested to authorize an amendment to the budget showing receipt of these new funds for FY2016 and further designating where they are placed within the City's budget. Additionally, the City is required to maintain an updated CIP that lists all capital improvement projects that City Council has authorized the City to build. This action will, therefore, also approve the addition of this project to the current FY2016 CIP.

(Continue on additional sheets as required)

Once accepted these funds, as authorized by the appropriation, will be used to plan, design, and construct street improvements in Las Cruces. This Capital appropriation funding will be used to supplement the construction of the dirt portion of Nemesh Drive from Mages Street north for approximately 550 feet. The new roadway will tie into existing pavement sections at both ends. The project will include minor grading, paving, curb and gutters, sidewalks, ADA ramps, drainage infrastructure, street lighting, signing, and City utility upgrades. The estimated cost of the proposed improvements is \$155,000.00, with the balance of the required funding coming from the City's General Fund.

The period of performance is from November 25, 2015 through June 30, 2019. Any non-expended funds must be returned to the State upon the reversion date.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Contract Agreement A15-0918.
3. Exhibit "B", Budget Adjustment.
4. Exhibit "C", Adjusted CIP.
5. Attachment "A", Vicinity Map.

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: <u>4212</u> in the amount of <u>\$65,000.00</u> for <u>FY2016</u> .
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

Grant funds in the amount of \$65,000.00, will be deposited into Fund 4212, (State Street Improvements), under project number 70716 to be used to pay for expenses related to the construction on Nemesh Drive.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
State Street Improvements	42806030-854121-70716	\$65,000.00	\$65,000.00*	\$0.00	N/A
General Fund	10806010-854121	\$90,000.00	\$90,000.00*	\$0.00	N/A

* Pending approved budget adjustment.

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will accept appropriation funds from the NMDOT and adjust the FY2016 budget and FY2016 CIP.
2. Vote "No"; this will impact the Public Works Department's ability to move forward with the utilization of the funds for street improvements and return the funds to the NMDOT, to be used for other communities.
3. Vote to "Amend"; this will delay the process of spending the grant funds within the predetermined grant schedule.
4. Vote to "Table"; this will impact the City's ability to utilize the funds and the grant funds will be returned to NMDOT, to be used for other communities.

REFERENCE INFORMATION:

N/A

RESOLUTION NO. 16-145

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT NEW MEXICO LEGISLATIVE APPROPRIATION NO. 15-0918 IN THE AMOUNT OF \$65,000.00, THROUGH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) TO PLAN, DESIGN, AND CONSTRUCT IMPROVEMENTS TO STREETS IN LAS CRUCES; TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE CONTRACT AGREEMENT; AND TO AMEND THE CITY'S ADOPTED FY2016 BUDGET AND FY2016 CAPITAL IMPROVEMENT PLAN (CIP).

The City Council is informed that:

WHEREAS, the NMDOT has appropriated to the City \$65,000.00 through New Mexico Legislative Appropriation No. 15-0918; and

WHEREAS, funding will be used for the construction of a portion of Nemesh Drive from Mages Street north for 550 feet; and

WHEREAS, the work will tie into existing pavement sections at both ends to include minor grading, new pavement, sidewalks, curb/gutter, drainage infrastructure, ADA ramps, lighting, signage, and utility upgrades; and

WHEREAS, the period of performance is November 25, 2015 through June 30, 2019; and the appropriation reverts on June 30, 2019, and all funds must be expended by that time.

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

(I)

THAT the City hereby accepts New Mexico Legislative Appropriation 15-0918 in the amount of \$65,000.00 from the NMDOT for the planning, design, and construction of street improvements in Las Cruces, as shown in Exhibit "A" attached hereto and made part of this resolution.

(II)

THAT the City Manager's signature is hereby ratified on New Mexico Legislative Appropriation 15-0918.

(III)

THAT the City's FY2016 budget is adjusted, as shown in Exhibit "B", attached hereto and made part of this resolution.

(IV)

THAT the City's FY2016 CIP is hereby adjusted, as shown in Exhibit "C", attached hereto and made part of this resolution.

(V)

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

DONE AND APPROVED this _____ day of _____, 20_____.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

Moved by: _____

Seconded by: _____

VOTE:

Mayor Miyagishima: _____

Councillor Gandara: _____

Councillor Smith: _____

Councillor Pedroza: _____

Councillor Eakman: _____

Councillor Sorg: _____

Councillor Levatino: _____

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to be "M. J. [unclear]", written over a horizontal line.

City Attorney

Contract Number: DIS098
 Vendor Number: 0000054342
 Control Number: C1150918

**STATE OF NEW MEXICO
 DEPARTMENT OF TRANSPORTATION
 FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this 25th day of November 2015, by and between the Department of Transportation, P.O. Box 1149, Room 126, Santa Fe, New Mexico 87504-1149, hereinafter called the "Department" and City of Las Cruces, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2015, SB1, Chapter 3, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID 15-0918 NMDOT Control Number C1150918 \$65,000

APPROPRIATION REVERSION DATE: 6/30/2019

Laws of 2015 SB1, Chapter 3, Section 33, Sub Section 23, Sixty Five Thousand Dollars and No Cents (\$65,000) to plan, design and construct improvements to streets in Las Cruces in Dona Ana county.

The Grantee's total reimbursements shall not exceed the appropriation amount Sixty Five Thousand Dollars and No Cents \$65,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, \$0.00, which equals Sixty Five Thousand Dollars and No Cents \$65,000 (the "Adjusted Appropriation Amount").

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
- c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
- d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: City of Las Cruces
 Name: Nicole Williams
 Title: Grants and Contracts Manager
 Address: P.O. Box 20000, Las Cruces, New Mexico 88004
 Email: swilliams@las-cruces.org
 Telephone: 575-541-2716

Department: Department of Transportation District 1 Office
 Name: Debra Hudson
 Title: Local Government Road Fund Coordinator
 Address: 2912 East Pine Street, Deming, NM 88030
 Email: DebraA.Hudson@state.nm.us
 Telephone: 575-544-6536
 FAX: 575-544-7380

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2019 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and

- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid

liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any

- account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
 - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee

shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Las Cruces may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Las Cruces’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Cruces or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Cruces or the Department.”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Las Cruces may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Las Cruces only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and

4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

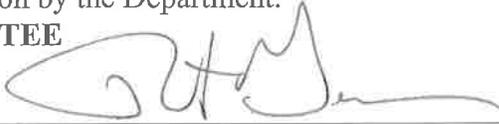
A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE



Signature of Official with Authority to Bind Grantee

By: Robert Garza
(Type or Print Name)

Its: City Manager
(Type or Print Title)

11-3-15
Date

DEPARTMENT OF TRANSPORTATION

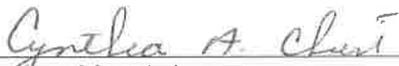


Cabinet Secretary or Designee

11/25/15

Date

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

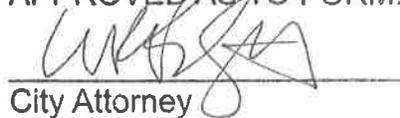


By: Cynthia Christ

Its: Assistant General Counsel

9-30-15
Date

APPROVED AS TO FORM:


City Attorney

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT 1

PERIODIC REPORT FINAL REPORT

Grantee: _____

Project Number: _____ Reporting Period: _____

1. Please provide a detailed status of project referenced above.

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

B. Project Phase

Bonds Sold Plan/Design Bid Documents Construction
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

Amount of Other Unexpended Funding Sources: _____

PERIODIC REPORT

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

FINAL REPORT

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

Grantee Representative/Title

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 2**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
 B. Address: _____
Complete Mailing, including Suite, if applicable
 City State Zip
 C. Phone No: _____
 D. Grant No: _____
 E. Project Title: _____
 F. Grant Expiration Date: _____

II. Payment Computation

A. Grant Amount: _____
 B. AIPP Amount (If Applicable) _____
 C. Funds Requested to Date: _____
 D. Amount Requested this Payment: _____
 E. Grant Balance: \$0.00
 F. GF GOB STB (attach wire if 1st draw)
 G. Payment Request No. _____

III. Fiscal Year Expenditure Period Ending:

(check one)

(Jan-Jun) Fiscal
 (Jul-Dec) Year

IV. Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer

Printed Name
Date: _____

SWORN TO AND SUBSCRIBED
before me on this _____ day
of _____, 20____

Notary Public _____
My Commission expires _____

Grantee Representative

Printed Name
Date: _____

SWORN TO AND SUBSCRIBED
before me on this _____ day
of _____, 20____

Notary Public _____
My Commission expires _____

(Department Use Only)

Vendor Code: _____
Loc No.: _____

Fund No.: _____

Division Fiscal Officer	Date
I certify that the Grantee financial and vendor file information agree with the above submitted information.	

Division Project Manager	Date
I certify that the Grantee records and related appropriation laws agree with the above submitted information.	

STATE OF NEW MEXICO
 CAPITAL GRANT PROJECT
 NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
 EXHIBIT 3

DATE: _____

TO: Grantee Representative: _____

FROM: Department Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Project Number: _____

As the designated representative of the Department for Grant Agreement number C1150918 entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract) #: _____
 Vendor or Contractor: _____

Third Party Obligation Amount: _____
 Termination Date: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount adjusted for AIPP if applicable: _____

The Amount of this Notice of Obligation to Reimburse: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Reimburse as of this Date:

Department Representative: _____

Title: _____

Signature: _____

Date: _____

Attachment A

The City of Las Cruces shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Las Cruces shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.

6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

CITY OF LAS CRUCES

Fund Summary

EXHIBIT "B"

Fund: 4212

Fund Name: STATE GRANT STREET IMPROVEMTS

DFA: 300

DFA Name: Capital Project Funds

	2015-16 Budget			%
	Adopted	Adjustment	Amended	Inc. / Dec.
<i>Beginning Balance</i>	\$ 79,534	(79,534)	0	-100.00%
Resources				
Revenue	\$ 3,247,155	65,000	3,312,155	2.00%
Proceeds	0	0	0	0.00%
Transfers In	0	0	0	0.00%
Total Resources	\$ 3,247,155	65,000	3,312,155	2.00%
Expenditures				
Salaries & Benefits	\$ 0	0	0	0.00%
Operating Costs	0	0	0	0.00%
Capital Outlay	0	0	0	0.00%
Debt Service	0	0	0	0.00%
Grant / Projects	3,247,155	65,000	3,312,155	2.00%
Transfers Out	0	0	0	0.00%
Total Expenditures	\$ 3,247,155	65,000	3,312,155	2.00%
<i>Ending Balance</i>	\$ 79,534	(79,534)	0	-100.00%

BUDGET ADJUSTMENT REQUEST (BAR)

149

<u>Department and Section</u>	<u>Permanent or Temporary</u>	EXHIBIT "B"	
Public Works/Streets	Temporary	<u>Council/Board Resolution No.</u>	

Justification for Request

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT NEW MEXICO LEGISLATIVE APPROPRIATION NO. 15-0918 IN THE AMOUNT OF \$65,000.00, THROUGH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) TO PLAN, DESIGN, AND CONSTRUCT IMPROVEMENTS TO STREETS IN LAS CRUCES, TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE CONTRACT AGREEMENT; AND TO AMEND THE CITY'S ADOPTED FY2016 BUDGET AND FY2016 CAPITAL IMPROVEMENT PLAN (CIP). RECLASS SALARY SAVINGS TO PROJECT.

MUNIS Comment: NEMESH PAVING

<u>Erika Jaquez</u>	<u>541-2102</u>	<u>FY 2016</u>	<u>1/19/2016</u>
Prepared by	Phone No.	FY to be Adjusted	Date

Fund	Org	Object	Project	Object Name	Increase \$	Decrease \$
4212	42220120	552007	70716	NM DEPT OF TRANSPORTATION	65,000	
4212	42806030	854121	70716	PAVING	65,000	
1000	10226180	610101		ADMINISTRATION		3,246
1000	10226190	610102		CLASSIFIED		13,394
1000	10226190	610108		STANDBY PAY		490
1000	10226190	620410		HEALTH INS		10,778
1000	10226200	610102		CLASSIFIED		33,698
1000	10226220	610102		CLASSIFIED		9,859
1000	10226230	610101		ADMINISTRATION		18,535
1000	1080601	854121		PAVING	90,000	
Totals					\$220,000	\$90,000

<i>By signing, I verify balances and accounts are available in MUNIS.</i>			<i>For use by Administration and Office of Mgmt & Budget</i>		
<u>Administrator / Manager</u>	<u>Date</u>		<u>Mark A. Winson, ACM / CAO</u>	<u>Date</u>	
<u>Director</u>	<u>Date</u>		<i>Daniel Avila for D. Avila</i>	<i>12/31/2015</i>	
			<u>Daniel Avila, ACM / COO</u>	<u>Date</u>	
For use by Office of Mgmt & Budget					
<i>Revised 5/05/2015</i>					
<u>Budget Adjustment Number</u>	<u>Posted By</u>	<u>Date</u>			
Period:	JE#		Budget and Grant Manager		
			<u>Date</u>		

CITY OF LAS CRUCES
Amended Capital Improvements Program
 FY 2016-21
 1/19/2016



Project Title	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (\$)					Source / Cum Total *
	FUNDED CAPITAL PROJECTS (\$) 2016	2017	2018	2019	2020	
DEPARTMENTS						
PUBLIC WORKS						
Public Works-Streets and Flood						
2nd Street - Picacho Ave to Hadley Ave	510,000					Flood Control, Sales Tax
3rd St - Picacho Ave to Hadley Ave	648,000					Flood Control, Sales Tax
4th St - Picacho Ave to Hadley Ave	700,000					Flood Control, Sales Tax
4th St - Parker to Palmer	793,535					Flood Control, Street Bonds
6th Street - Picacho Ave to Hadley Ave	700,000					Flood Control, Sales Tax
Amador/Melendres Signal	100,000	550,000				Flood Control, Sales Tax
Arlington Overlay - Triviz to Camino del Rex						Flood Control, Sales Tax
Bellamah Drive - Lees to Luna St.			825,000			Flood Control, Sales Tax
Bencomo Lane - Clark Rd to western dead end			110,000			Flood Control, Sales Tax
Bex - Farnley Ln to Desert Rose Ct						Flood Control, Sales Tax
Boston Dr - Montana to Missouri	270,000					Legislative, Street Bonds
Brown Road - Valley to Circle	198,000					Legislative, Street Bonds
Brownlee Ave - Valley Dr to First St	455,200					Flood Control, Sales Tax
Callie del Sol - Brown to Avenida Blanco	795,000					Flood Control, Sales Tax
Cambridge Drive - Main to eastern dead end	210,000					Legislative, Street Bonds
Camino Coyote- Public Safety Complex	180,000					Flood Control, Street Bonds
Church and Water-Two-Way Conversion	380,000					Flood Control, Street Bonds
Clark Road - Bruins In to Mayfield Rd	5,591,753					Flood Control, Street Bonds, TIDD
Co-op match (pending council approval)	175,000	3,500,000				Flood Control, Street Bonds
Court Ave - Melendres to Water	460,500	50,000				NMDOT, Sales Tax, Flood Control
Crescent Drive - Farnley to Apollo	546,467	50,000				Flood Control, Street Bonds
Elks Dr- widening from Reina to Hatfield	756,000	50,000				Flood Control, Street Bonds
El Molino - Phase VII (Pond)	255,509					Flood Control, Street Bonds
El Paseo Medians/Boutz Signal Improvements	401,300					Flood Control, Street Bonds
El Paseo Safety Imp LC00130Main-Univ	295,200					Flood Control, Street Bonds
El Paseo/Idaho Intersection Improvements						Local, NMDOT, Sales tax, Flood Control
El Prado Ave. - Brown Rd to Melendres						State Grant
Ethel Ave-Alameda Blvd to Miranda						Flood Control, Sales Tax
Evelyn Street p Madrid Ave to Ash St	205,000					Flood Control, Sales Tax
Farnley Lane - Espina to Main	150,000	360,000				Flood Control, Sales Tax
Flood Control Infrastructure	475,000					Flood Control, Sales Tax
Hadley Ave. - Reymond St to Mesilla St	250,000					Flood Control, Sales Tax
Hadley Ave - Water to Armijo	375,000					Flood Control, Sales Tax
Jody Drive - Richard Dr to Karen Ave	25,000					Flood Control, Sales Tax
Karen Drive - Dona Ana Rd to east end	248,400					Flood Control, Sales Tax
Land Acquisition - Flood Control Property	522,600					Flood Control, Sales Tax
Lavendar Drive - Elks to South side of Sandhill Arroyo	700,000					Flood Control, Sales Tax
Lees Drive - Idaho to Montana		50,000				Flood Control, Sales Tax
Madrid Ave Extension - Martha to Triviz						Legislative, Street Bonds
MAP match (pending council approval)						Flood Control, Street Bonds
McFie Ave - Valley Dr to First St		150,000				Flood Control, Sales Tax
Med Park Ave - Idaho to West end						Sales Tax, Flood Control
Melendres Ave - Hadley to Las Cruces			150,000			Flood Control, Sales Tax
Melendres Ave- Hadley to Picacho	482,760					Flood Control, Street Bonds
						730,000



CITY OF LAS CRUCES
Amended Capital Improvements Program
 FY 2016-21
 1/19/2016

Project Title	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (\$)					Source / Cum Total *
	FUNDED CAPITAL PROJECTS (\$) 2016	2017	2018	2019	2020	
Metro Verde Volunteer Assessment District		12,000,000				Bonds
Mesquite/Tomillo Drainage	500,000			1,630,000	240,000	Flood Control, Sales Tax
Midway Ave - Gas Line Rd to Mesa Dr	900,000					Flood Control, Sales Tax
Miranda Ave - Parker Rd to Palmer Rd	155,000					Flood Control, Sales Tax
Missouri Ave/Triviz Dr/Don Roser Improvements	3,234,156					Flood Control, Street Bonds
Nemesh-North of Magees	2,755,411					Sales Tax, SAP
Overlays (various)	450,000	550,000	350,000	350,000	350,000	Sales Tax, Street Bonds, Flood Control, SAP
Pavement Replacement (various)		550,000	350,000	350,000	350,000	Sales Tax, Street Bonds, Flood Control, SAP
Pavement Maintenance treatments (various)		900,000	700,000	700,000	700,000	Sales Tax, Street Bonds, Flood Control, SAP
Peachtree - Holman to Porter		300,000			180,000	Flood Control, Sales Tax
Pettes Blvd-Mesa to Stewards	660,000					Flood Control, Street Bonds
Philips Drive - Highland to Alameda	482,500					Flood Control, Street Bonds
Pinon Ave- Mesquite to Alameda St	270,000					Legislative, Street Bonds
Richard Drive- Dona Ana Rd, to east end	450,000					Flood Control, Sales Tax
Rigsby Rd - Barker to Valley Dr		1,000,000	1,300,000		295,000	Flood Control, Sales Tax
Rigsby/Valley Drainage Pond	486,000					Flood Control
Roadrunner Parkway-Golf Club Road Traffic Signal						Legislative, Street Bonds, Flood Control
Roadrunner Parkway-US 70 to Settlers Pass	150,000				1,260,000	Flood Control, Sales Tax
Solano Drive ADA-Cactus to Mulberry	275,000					Flood Control, Sales Tax
Sonoma Ranch- S Fork to Camino Coyote						Flood Control, Street Bonds
Sweet St - Hadley Ave to Hayner St	267,000					Flood Control, Sales Tax
Terry Drive - Jody to Richard		250,000	250,000		250,000	Flood Control, Sales Tax
Unpaved Roads	350,000					SAP
Utah Ave - El Paseo to Mesquite						Flood Control, Sales Tax
Van Patten Ave - Alameda Blvd to Melendres	222,600				540,000	Flood Control, Sales Tax
Willow St-San Juan Ave to Las Cruces Arroyo						Flood Control, Street Bonds
Wyatt Drive - El Paseo to Main St						Flood Control, Street Bonds
Total Public Works-Streets and Flood Control	29,995,492	19,660,000	3,560,000	4,440,000	5,710,000	8,592,000
Public Works-Bicycles and Pedestrians						
Las Cruces Dam Trail System	471,980					FED, CIR, SAP
Ourfall Charms/La Llorona Trail and Improvements	450,000					FED, CIR, SAP
Safe Routes to School	70,000					SAP
Total Public Works-Bicycles and Pedestrians	991,980					
Public Works-Facilities Management						
Amador Hotel - Ceiling Asbestos Remediation		50,000			5,000,000	Local, SAP, Bond Funds
Amador Hotel - Complete Restoration Project						SAP, Bond Funds
Amador Hotel - East Wing Remodel			350,000			SAP
Amador Hotel - Structural Rehabilitation		250,000				SAP
ASCMW - Expansion/Remodel of Public Administration area		550,000				SAP
Art in Public Places		30,000				CIR
Benavidez Community Ctr. - Bus Shelter with Benches		16,000		30,000	30,000	ALTSD
Benavidez Community Ctr. - Remodel/Expansion					50,000	SAP, Bond Funds
Benavidez Community Ctr. - Storage	40,000				12,000	ALTSD
Branigan Library - Expansion - Phase 2	30,000				4,000,000	Water Trust Board, Bond Funds
Building Lighting Retrofits	100,000					Bond Funds



CITY OF LAS CRUCES
Amended Capital Improvements Program
 FY 2016-21
 1/19/2016

Project Title	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (\$)					Source / Cum Total *
	2017	2018	2019	2020	2021	
Caboose Remediation	25,000	15,000				FLCM, SAP, CIR
Castañeda Bldg./Welding Shop/Svs Station - HVAC Upgrades	547,925	125,000				CIR
Castañeda - P&R's Renovation		150,000				Local
Castañeda - Fleet Services Remodel		5,500,000				SAP, Bond Funds
Central Kitchen - Construction	402,000	153,000	325,000	325,000	325,000	SAP
Cinematic Infrastructure	100,000	300,000	325,000	325,000		CIR
City Building Roof Replacement Program	500,000	3,000,000				Local, Lodgers Tax
Convention Center Expansion		884,036				Lodgers Tax Fund Balance
CVB Visitors Center - Remodel		600,000		5,000,000		TBD
Digital Radio System - P25 Radio						TIDD, Bond Funds
Downtown Parking Garage - Design/Const.				1,000,000	5,000,000	Bond Funds
East Mesa Public Safety - Furniture, Fixtures & Equipment	12,526,481					SAP, Bond Funds, PSDIF
East Mesa Public Safety Complex - Design/Construct						SAP, Bond Funds
East Mesa Recreation Center - Design/Construct						ALTSD
Eastside Center - Driveway Resurface		30,000				ALTSD
Eastside Center - Electrical Upgrade		80,000				ALTSD
Eastside Center - Fire Sprinkler System		100,000				ALTSD
Eastside Center - HVAC		65,000				ALTSD
Eastside Center - Storage		500,000	500,000			CIR, Bond Funds
Energy Efficiency Projects	15,000					PSDIF, Bond Funds
Fire Department Administration Building - Design/Construct						PSDIF, Bond Funds
Fire Department Administration Building - Furn, Fix, Equip						PSDIF, Bond Funds
Fire Station 1 - Bathroom Remodel		40,000				CIR
Fire Station 1 - HVAC Replacement		300,000				CIR
Fire Station 2 - Kitchen Remodel (2 counters)				20,000		State Fire Fund, CIR
Fire Station 2 - Parking Lot Replacement and ADA Access	60,000					State Fire Fund
Fire Station 3 - Kitchen Remodel				30,000		State Fire Fund
Fire Station 4 - Bathroom Remodel		25,000				CIR
Fire Station 4 - Kitchen Remodel				20,000		State Fire Fund
Fire Station 4 - Parking Lot Replacement and ADA Access	80,000					CIR
Fire Station 5 - Parking Lot		100,000				PSDIF
Fire Station 9 - Design/Construct			2,750,000			PSDIF
Fire Station 9 - Furniture, Fixtures and Equipment			275,000			Local, Bond Funds
Fleet Services - Operations & Maintenance Facility Phase I				3,500,000	11,500,000	CIR
Fleet Services - Parking Lot Improvement		175,000				CIR
Gateway Entry Points Signage	40,000	50,000	50,000	50,000	50,000	CIR
General Building Renovation Program	40,000	1,330,879	985,250	902,650	902,650	CIR, Bond Funds
General Facilities Rehabilitation	265,000	300,000	325,000	325,000	325,000	CIR
Hadley Complex - UST Replacement - Design/Construct				200,000	1,000,000	Local, Bond Funds
HVAC Upgrade Program	225,000	1,150,000	990,000	1,225,000	1,225,000	CIR
ITS Amador Fiber		500,000				SAP
Jardin de los Niños- Community of Hope-Kitchen and Laundry		60,000				SAP
JU - A Mountain Microwave Link		30,000				TBD
La Casa Inc - Lighting		110,000				SAP, CDBG
La Casa Inc - Parking Lot		240,000				SAP, CDBG
La Clinica Renovation - Furniture, Fixtures and Equipment		1,000,000				SAP
Local Energy Efficiency Performance (LEEP) Program						Bond Funds
Main Street Bollards Project	751,394			50,000		TIDD, Bond Funds



CITY OF LAS CRUCES
Amended Capital Improvements Program
 FY 2016-21
 1/19/2016

Project Title	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (\$)					Source / Cum Total *	
	2016	2017	2018	2019	2020		2021
Meerscheidt Rec. Center - Remodel/Expansion		5,000,000		200,000	1,800,000		SAP, Bond Funds
Municipal Court		150,000					Bond Funds
Munson Center - Bathroom Renovation					16,000		ALTSD
Munson Center - Bus Shelters with Benches	100,000						ALTSD
Munson Center Improvements		20,000					Bond Funds
Munson Center - Parking Lot Fence		500,000					ALTSD
Munson Center - Solar Project		141,000					SAP
Munson Outdoor Recreation Area					4,500,000		Bond
Museums' Collection Storage/MoNaS Expansion/Museum of Art	425,850	490,000					Bond Funds
MV Community of Hope - Health Facility		45,000					CDBG, SAP
MV Community of Hope - Fence		9,545					SAP
MV Community of Hope - Flooring		250,000	350,000	300,000	25,000	325,000	TIDD, Bond Funds
Parking Lot 7 Redesign		2,500,000			323,000		CIR
Parking Lot Renovation Program		3,500,000	30,000				SAP
Police Crime Lab - Design/Construct/Props/Equipment		300,000	300,000	100,000	1,700,000		SAP, Bond Funds
Police Department Patio Renovation					41,000		SAP, FED
Police/Fire Training Facility - Design/Construct							Bond Funds
Police/Fire Training Facility - Furniture, Fixtures and Equipment							Local, SAP, Bond Funds
Rio Grande Theatre - Basement Remodel		30,000	30,000	15,000			Local, SAP, Bond Funds
Rio Grande Theatre - Dressing Room Showers		30,000	30,000	40,000			Local, SAP, Bond Funds
Rio Grande Theatre - Energy Efficiency Improvements					20,000		Local, SAP, Bond Funds
Rio Grande Theatre - Front Marquee		13,000					Local, SAP, Bond Funds
Rio Grande Theatre - North Lobby Remodeling		62,000					Local, SAP, Bond Funds
Rio Grande Theatre - Rear Electronic Marquee		600,000	600,000	430,000	700,000	700,000	Local, SAP, Bond Funds
Rio Grande Theatre - Safety Improvements		2,000,000		1,000,000			Local, SAP, Bond Funds
Rio Grande Theatre - Video and Security Equipment	249,000						Local, SAP, Bond Funds
Safety, Health, Environmental & Emergency							Local, SAP, Bond Funds
Sinking Fund							CIR
Solar Photovoltaic Systems	2,900,000						TBD
Soundstage		500,000					Bond Funds
Streets Building - Bathroom & Office Remodel		100,000					SAP
Transit Operations and Maintenance Facility	545,565	3,100,000	5,000,000	3,100,000			CIR
Total Public Works-Facilities Management	19,966,215	28,454,460	19,880,000	11,415,250	31,376,650	30,595,550	
TOTAL PUBLIC WORKS	\$ 50,955,687	\$ 48,114,460	\$ 23,440,000	\$ 15,855,250	\$ 37,086,650	\$ 39,387,650	\$ 214,859,697
PARKS AND RECREATION							
PARKS							
Airplane Remote Control Park	75,000	200,000	100,000				PIF, SAP, Bond Funds
Albert Johnson Park Improvements		70,000					PIF, Local
Archerly Range	50,000	125,000					PIF
Balfield/Soccer Field Renovations & Upgrades		125,000		125,000	4,200,000	125,000	SAP, Bond Funds, Local
Benevidez Ball Field		500,000					PIF
Burn Lake/Esslinger Park - Additional Phases	235,937	125,000			3,200,000		Bond Funds, SAP
Butterfield Shooting Range							SAP
Chandler Tank Park - Phase I			375,000				SAP, PIF
Community Gardens			15,000				SAP, FED



CITY OF LAS CRUCES
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Project Title	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (\$)					Source / Cum Total *
	2016	2017	2018	2019	2020	
Downtown Civic Plaza - Design/Construct	5,000,000					TIDD, Local
Downtown Gateways				1,000,000	1,000,000	TIDD, SAP, FED, Bond Funds
Downtown Projects	120,000	100,000				TIDD
East Mesa Area Park- Construction		350,000				PIF
East Mesa Public Safety Area Park		275,000				SAP, PIF, Bond Funds
Future Neighborhood Parks		250,000	250,000			PIF
General Park Renovations		275,000	318,500	250,000	1,025,000	SAP, Bond Funds, Local
Hadley Complex Recreation Rehabilitation		700,000	540,000			SAP, Bond Funds
Highland Park		200,000				PIF, SAP
Klein Park - Improvements	202,665			200,000		SAP, TBD
La Placita Electrical Improvements	25,000					SAP
Metro Verde Neighborhood Parks	1,397,000	125,000				PIF
North Del Rey Neighborhood Park	125,000	100,000				PIF
Oro Vista Park	100,000	150,000				PIF
Outdoor Swimming Pool Amenities		580,000	105,000			SAP, Local
Parking Lot/Pathways		1,275,000	1,425,000			SAP, Bond Funds, Local
Playground/Amenity Renovations/Enhancements						PIF PA
Pueblos at Alameda	50,000					SAP
Purple Heart Memorial	7,000	3,000				SAP, Bond Funds, Local
Regional Rec & Aquatic Center - Phase II - Cnstr.	220,000	6,000,000	6,000,000			SAP
Sagecrest Park - Install restrooms	225,000					PIF
Special Needs Park	75,000					SAP
Structure Renovations		685,000	125,000			SAP, CIR
Synthetic Turf		85,000				SAP
Trail Renovations		580,000			50,000	SAP
Unidad Park Reconstruction		1,000,000				SAP
Utilities/Irrigation Upgrades		800,000				SAP, Bond Funds
Vehicle Remote Control Park	25,000					PIF
Veteran's Park - Women Veterans Monument	406,500					SAP
Waterfalls Park					1,200,000	SAP, PIF
West Mesa Park					72,000	SAP, Bond Funds
TOTAL PARKS AND RECREATION	\$ 8,339,122	\$ 14,128,000	\$ 9,466,500	\$ 2,093,500	\$ 20,097,000	\$ 1,103,000
TRANSPORTATION						
Transportation- Airport						
Air Traffic Control Tower - Construction		200,000				4,750,000
Airfield Electrical Improvements						FAA, SAP, CIR
Airport Maintenance Equipment Storage Facility					2,100,000	FAA, SAP, CIR
Apron Rehabilitation - Construction Phase 1			1,350,000			FAA, SAP, CIR
Apron Rehabilitation - Construction Phase 2				1,750,000		FAA, SAP, CIR
Apron Rehabilitation - Design						FAA, SAP, CIR
Apron Sealing		400,000				SAP, Local
Precision Approach Path Indicator		120,000				FAA, SAP, CIR
Rwy 8/26 Extension - Construction					500,000	FAA, SAP, CIR
Rwy 8/26 Extension - EA & Design						FAA, SAP, CIR
Rwy 8/26 Rehabilitation - Construction		3,360,000				FAA, SAP, CIR
Rwy 8/26 Rehabilitation - Design						FAA, SAP, CIR
Security Fence/Gates Rehab				500,000		FAA, SAP, CIR
TOTAL PARKS AND RECREATION	\$ 8,339,122	\$ 14,128,000	\$ 9,466,500	\$ 2,093,500	\$ 20,097,000	\$ 1,103,000
						\$ 55,227,122



CITY OF LAS CRUCES
Amended Capital Improvements Program

FY 2016-21
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Project Title	FUNDED CAPITAL PROJECTS (\$) 2016	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (\$)					Source / Cum Total *
		2017	2018	2019	2020	2021	
Drill Replacement Wells - 2007 NMFA	150,000						NMFA
Drill Replacement Wells - NMED Grant	1,935,000	1,248,000					SAP
Line Extension	605,000						Rates
Pump Station for Well		463,500			491,727		Rates
Pump Station Rehabilitation	123,600	127,308	131,127				Rates
Rehab Pump/PRV - 2007 NMFA	51,500	53,045	56,275			59,703	Rates
Reservoir Rehabilitation		500,000					Rates
SCADA Rehabilitation - 2007 NMFA	15,000						NMFA
Street Improvement Projects	1,600,000						Bonds
Street Utility Rehabilitation - Capital Improvements	1,987,050	1,456,403	1,529,223	1,605,684	1,685,968	1,770,266	Rates
Water Production	500,000						Rates
Total Water Rehabilitation Projects	6,837,150	3,848,256	1,583,859	1,793,086	2,235,659	1,629,969	
Water Development Projects							
East Mesa Reservoir (Jornada, Zone 1&2)	700,000						NMFA
Pump Station - East Mesa (Jornada) - 05 A Bonds	104,528						Bonds
Transmission Lines West Mesa - 05 A Bonds	120,000						Bonds
Zone 1 Interconnect Phase B - NMFA	1,620,914						NMFA
Total Transmission Line West Mesa	2,545,442						
Booster Pump Station New	1,100,000		4,145,458	4,269,822	4,397,916	4,529,854	Rates
East Mesa Water System - 06 Bonds	138,692						Bonds
East Mesa Water System - NMFA 2007	19,712						NMFA
SCADA Installations Development - NMFA 2007		5,365,600		5,547,168	5,713,583	5,884,991	NMFA
Transmission Lines	900,000						Rates
WWTP Laboratory	2,166,404		9,531,058	9,816,990	10,111,499	10,414,845	NMFA
Total Other - Water Development Projects	4,703,846	-	9,531,058	9,816,990	10,111,499	10,414,845	
Total Water Development Projects	11,540,986	3,848,256	11,114,917	11,610,076	12,347,158	12,244,814	
TOTAL WATER							
WASTEWATER							
Forcemain Rehabilitation	168,423	173,476			178,680		Rates
Lift Station Renovations- WW Capital Improvements	330,000	339,900	350,097				Rates
Line Rehabilitation - Extension - 06 Bonds		30,900	30,900		30,900		Bonds
Line Rehabilitation - Extension - WW Capital Improvements	136,990	141,100	149,693	154,183	154,183	158,809	Rates
Total Line Rehabilitation - Extension	635,413	511,900	530,690	363,763	550,309		
Line & Manhole Rehabilitation - 06 Bonds		19,584	19,584		19,584	19,585	Bonds
Line & Manhole Rehabilitation - WW Capital Improvements	534,594	550,622	567,140	584,154	601,679	619,729	Rates
Total Line & Manhole Rehabilitation	534,594	570,206	586,724	603,738	621,263	639,314	
East Mesa Water Reclamation	25,000	25,000	25,000	25,000	25,000	25,000	Rates
SCADA Rehabilitation	150,000	154,500	159,135	163,909	168,826	173,891	Rates
Street Improvement Project	1,600,000						Bonds
Street Utility Rehabilitation - WW Capital Improvements	1,591,350	1,639,091	1,688,263	1,738,911	1,791,078	1,844,811	Rates
WW Jake Hands Treat Plant Operations	100,000	100,000	100,000	100,000	100,000	100,000	Rates
WWTP Primary Clarifier	1,400,000						Bonds
WWTP Rehabilitation	3,035,500	3,126,565	3,220,362	3,316,973	3,416,482	3,518,976	Rates



CITY OF LAS CRUCES
Amended Capital Improvements Program
 FY 2016-21
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Project Title	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (\$)					Source / Cum Total *
	2016	2017	2018	2019	2020	
FUNDED CAPITAL PROJECTS (\$)						
Total Other - Rehabilitation Projects	7,901,850	5,045,156	5,192,760	5,344,793	5,501,386	5,652,678
Total Wastewater Rehab Projects	9,071,847	6,127,261	6,129,193	6,479,221	6,486,412	6,852,302
Wastewater Development Projects						
Lift Station Upgrades WW	490,000	504,700	519,841	535,436	551,499	568,044
New Interceptors	1,332,654	1,372,634	1,413,813	1,456,227	1,499,914	1,544,911
SCADA Installations	20,600	21,218	21,855	22,510	23,185	23,881
Total CIP Projects	1,843,254	1,898,552	1,955,508	2,014,173	2,074,599	2,136,837
Septic Systems - NMED Grant (High Priority)	2,200,000	3,214,400	3,310,832	3,410,157	3,512,462	3,617,836
Septic Systems - NMED Grant (Powers Dr & Walls Ave)	401,029					
Septic Systems - WW Capital Improvements (High Priority)	275,834	284,109	292,632	301,411	310,454	319,767
Water Reclamation - Booster & Pipe	2,100,000					
WWTP Laboratory	2,100,000					
Total Other Projects	7,076,863	3,498,509	3,603,464	3,711,568	3,822,916	3,937,603
Total Wastewater Development Projects	8,920,117	5,397,061	5,558,972	5,725,742	5,897,514	6,074,440
TOTAL WASTEWATER PROJECTS	17,991,964	11,524,322	11,688,166	12,204,963	12,383,927	12,926,741
TOTAL UTILITIES	\$ 37,611,710	\$ 22,148,690	\$ 29,782,479	\$ 31,003,816	\$ 32,135,526	\$ 32,798,130
GRAND TOTAL	101,655,870	101,270,841	76,566,538	53,782,566	94,619,176	91,778,780
						185,480,351

ABBREVIATIONS AND HIGHLIGHTING

CDBG-Community Development Block Grant	PIF-Park Impact Fees	FLCM-Foundation for Las Cruces Museums
CIR-Capital Improvement Reserves	SAP-State Appropriations	ALTS-D-Aging and Long-Term Services Department
CP-Council Priority	State-State Grants	Amended
FED-Federal Grant	TBD-To be determined	





COUNCIL ACTION AND EXECUTIVE SUMMARY PACKET ROUTING SLIP

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of January 19, 2016
(Adoption Date)

TITLE: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT NEW MEXICO LEGISLATIVE APPROPRIATION NO. 15-0918 IN THE AMOUNT OF \$65,000.00, THROUGH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) TO PLAN, DESIGN, AND CONSTRUCT IMPROVEMENTS TO STREETS IN LAS CRUCES; TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE CONTRACT AGREEMENT; AND TO AMEND THE CITY'S ADOPTED FY2016 BUDGET AND FY2016 CAPITAL IMPROVEMENT PLAN (CIP).

Purchasing Manager's Request to Contract (PMRC) {Required?} Yes No

DEPARTMENT	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact Amy Johnson Bassford		528-2281	12/14/15
Finance Director Victoria Fredrick		541-2080	12/15/15
Public Works Director Loretta Reyes		528-3125	12/15/15
Management & Budget Manager Robert Lundien		541-2106	12/18/15
Assistant City Manager /CAO Mark Winson		541-2100	12/21/15
Assistant City Manager/COO Daniel Avila		541-2271	12/31/2015
City Attorney Wm. "Rusty" Babington		541-2128	10 JAN 2016
Interim City Clerk Linda Lewis		541-2115	1/7/16