# City of Las Cruces®

PEOPLE HELPING PEOPLE

## Council Action and Executive Summary

Item # 8 Ordinance/Resolution# 16-147

For 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), ON BEHALF OF THE ANIMAL SERVICES CENTER OF THE MESILLA VALLEY (ASCMV), TO ACCEPT LEGISLATIVE APPROPRIATION 15-0768 IN THE AMOUNT OF $40,000.00, THROUGH THE NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION (NMDFA) TO DESIGN PHASE I OF THE RENOVATIONS AND EXPANSION OF THE CENTER 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 PROGRAM (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, on behalf of ASCMV, was awarded Legislative Appropriation 15-0768 funding through State of New Mexico Severance Tax Bonds through the NMDFA in the amount of $40,000.00, with no local match required. 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.

These funds, as authorized by the appropriation, may be used for the ASCMV to design phase I of the renovations and expansion of the ASCMV. Funds will be utilized for architectural design

(Continue on additional sheets as required)

services to upgrade the facility.

The scope of work to be designed will include the renovation of the reception area on the ground floor to provide improved customer services along with enhancing operational efficiencies. This also includes the design of a second floor to support the expanded level of service. In addition to the legislative appropriation, the ASCMV will also contribute additional funds to finish any needed architectural design and to initiate construction. The additional funds contributed by the ASCMV will be determined at a later date.

**SUPPORT INFORMATION:**

1. Resolution.
2. Exhibit "A", Contract Agreement A15-0768.
3. Exhibit "B", Budget Adjustment.
4. Exhibit "C", Adjusted CIP.

**SOURCE OF FUNDING:**

| | | | |
|---|---|---|---|
| **Is this action already budgeted?** | | | |
| | Yes | ☐ | See fund summary below |
| | No | ☒ | If No, then check one below: |
| | *Budget Adjustment Attached* | ☐ | Expense reallocated from: ____ |
| | | ☒ | Proposed funding is from a new revenue source (i.e. grant; see details below) |
| | | ☐ | Proposed funding is from fund balance in the _____ Fund. |
| **Does this action create any revenue?** | | | |
| | Yes | ☒ | Funds will be deposited into this fund: 4012 in the amount of $40,000.00 for FY 2016. |
| | No | ☐ | There is no new revenue generated by this action. |

**BUDGET NARRATIVE**

Grant funds in the amount of $40,000.00, will be deposited into Fund 4012, (Facility State Grant Improvements), under project number 60105 to be used to pay for the plan and design of the expansion to the ASCMV.

**FUND EXPENDITURE SUMMARY:**

| Fund Name(s) | Account Number(s) | Expenditure Proposed | Available Budgeted Funds in Current FY | Remaining Funds | Purpose for Remaining Funds |
|---|---|---|---|---|---|
| State Grant Facility Improvements | 40806010-852100-60105 | $40,000.00 | $40,000.00* | $0.00 | N/A |

(Continue on additional sheets as required)

* Pending approved budget adjustment.

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will accept appropriation funds from the NMDFA and adjust the FY2016 budget and the FY2016 CIP.
2. Vote "No"; this will impact the ASCMV's ability to move forward on the planning and design of the upgrades to the center and return the funds to the State of New Mexico.
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 ASCMV's ability to utilize the funds and the grant funds will be returned to NMDFA, to be used for other communities.

**REFERENCE INFORMATION:**

N/A

(Continue on additional sheets as required)

**RESOLUTION NO. 16-147**

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY), ON BEHALF OF THE ANIMAL SERVICES CENTER OF THE MESILLA VALLEY (ASCMV), TO ACCEPT LEGISLATIVE APPROPRIATION 15-0768 IN THE AMOUNT OF $40,000.00, THROUGH THE NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION (NMDFA) TO DESIGN PHASE I OF THE RENOVATIONS AND EXPANSION OF THE CENTER 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 PROGRAM (CIP).**

The City Council is informed that:

**WHEREAS,** the City, on behalf of the ASCMV, has received notice of New Mexico Legislative Appropriation 15-0768 through the NMDFA; and

**WHEREAS,** this legislative appropriation will be used to design phase I of the renovation and expansion of the ASCMV. The anticipated use of these funds will be for architectural design services to upgrade the facility; and

**WHEREAS,** 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 15-0768 in the amount of $40,000.00 through the NMDFA to design phase I renovations and expansion of the ASCMV, 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 15-0768.

**(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 outlined in Exhibit "C", attached hereto and made part of this resolution.

**(V)**

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

**DONE AND APPROVED** this_____ day of _____, 20____.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

VOTE:
Mayor Miyagishima: _____
Councillor Gandara: _____
Councillor Smith: _____
Councillor Pedroza: _____
Councillor Eakman: _____
Councillor Sorg: _____
Councillor Levatino: _____

Moved by _____

Seconded by _____

APPROVED AS TO FORM:

_____
City Attorney

Exhibit A

**STATE OF NEW MEXICO**
**DEPARTMENT OF FINANCE AND ADMINISTRATION**
**FUND 89200 CAPITAL APPROPRIATION PROJECT**

RECEIVED
DFA-LOCAL GOVT. DIV.
2015 NOV 16 PM 2:45
BATAAN BLDG. RM 202
SANTA FE, NM 87501

**THIS AGREEMENT** is made and entered into as of this 17 day of November, 20 15, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "LGD", and the **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, Chapter 3, Section 28, Para. 120 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

**WHEREAS,** pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

## AGREEMENT

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

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

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

**15-0768 $40,000.00 Appropriation Reversion Date: 30-JUN-19**
**Laws of 2015, Chapter 3, Section 28, Paragraph 120, forty thousand dollars ($40,000) to design phase 1 renovations and expansion of the Mesilla Valley animal service center in Las Cruces in Dona Ana county;**

The Grantee's total reimbursements shall not exceed the appropriation amount Forty Thousand Dollars ( **$40,000.00)** (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars (**$0.00**), which equals Forty Thousand Dollars (**$40,000.00**) (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". 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 Reimburse[2] 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:

[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

[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

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 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: Victoria Fredrick
Title: Director of Financial Services
Address: P.O. Box 20000, Las Cruces, NM, 88011
Email: vfredrick@las-cruces.org
Telephone: 575-541-2080
FAX: 575-541-2105

Department: DFA/Local Government Division
Name: Ms. Ariana Vigil
Title: Project Manager
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email: arianam.vigil@state.nm.us
Telephone: 505-827-8074
FAX: 505-827-4948

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 **June 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 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 may require directly

into a database maintained by the Department. 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 liablities 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**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Las Cruces** or DFA/LGD."

**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 Department of Finance and Administration, Local Government Division (DFA/LGD) Grant Agreement. Should DFA/LGD early terminate the

grant agreement, the **City of Las Cruces** may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Las Cruces**'s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

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

## ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

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

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

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

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

## ARTICLE XVIII. SEVERANCE TAX BOND PROJECT 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 Grantee and the Division do hearby execute this Grant Agreement as of the date of the first above written.

**THIS GRANT AGREEMENT** has been approved by:

City of Las Cruces

Signature of Official with Authority to Bind Grantee

11-12-15
Date

Robert Garza
(Type or Print Name)

APPROVED AS TO FORM:

City Attorney

STATE OF NEW MEXICO )
)ss
COUNTY OF Doña Ana )

The foregoing instrument was acknowledged before me this 12th day of November, 2015,
by Robert Garza

seal

Notary Public

My Commission Expires: 11-03-19

**DEPARTMENT OF FINANCE AND ADMINISTRATION**
**LOCAL GOVERNMENT DIVISION**

By: _____
Rick Lopez, Director

11/17/15
Date

STATE OF NEW MEXICO )
)ss
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this 17 day of November 2015,
by Rick Lopez.

seal

Notary Public

My Commission Expires: 3-17-18

OFFICIAL SEAL
Camille Baca
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 3-17-18

# 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) ☐ (Jul-Dec) ☐ Fiscal 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 or Fiscal Agent (If applicable)**

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: 15-0768**

As the designated representative of the Department for the Grant Agreement number 15-0768 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 of 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 of 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: _____

# CITY OF LAS CRUCES

Fund Summary

**EXHIBIT "B"**

**Fund:** 4012 **Fund Name:** FACILITIES STATE GRANTS
**DFA:** 300 **DFA Name:** Capital Project Funds

| | | 2015-16 Budget | | | % |
|---|---|---|---|---|---|
| | | Adopted | Adjustment | Amended | Inc. / Dec. |
| ***Beginning Balance*** | ***$*** | ***0*** | ***0*** | ***0*** | ***0.00%*** |
| **Resources** | | | | | |
| Revenue | $ | 792,447 | 40,000 | 832,447 | 5.05% |
| Proceeds | | 0 | 0 | 0 | 0.00% |
| Transfers In | | 0 | 0 | 0 | 0.00% |
| **Total Resources** | **$** | **792,447** | **40,000** | **832,447** | **5.05%** |
| **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 | | 792,447 | 40,000 | 832,447 | 5.05% |
| Transfers Out | | 0 | 0 | 0 | 0.00% |
| **Total Expenditures** | **$** | **792,447** | **40,000** | **832,447** | **5.05%** |
| ***Ending Balance*** | ***$*** | ***0*** | ***0*** | ***0*** | ***0.00%*** |

# BUDGET ADJUSTMENT REQUEST (BAR)

204

| Department and Section | Permanent or Temporary | EXHIBIT "B" | |
|---|---|---|---|
| Public Works/Legislative | Temporary | Council/Board Resolution No. | |

**Justification for Request**

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY), ON BEHALF OF THE MESILLA VALLEY ANIMAL SERVICES CENTER (MVASC), TO ACCEPT LEGISLATIVE APPROPRIATION 15-0768 IN THE AMOUNT OF $40,000.00, THROUGH THE NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION (NMDFA) TO DESIGN PHASE I OF THE RENOVATIONS AND EXPANSION OF THE CENTER IN LAS CRUCES; AND TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE CONTRACT AGREEMENT; AND TO AMEND THE CITY'S ADOPTED FY2016 BUDGET AND FY2016 CAPITAL IMPROVEMENT PROGRAM (CIP).

**MUNIS Comment:** MVASC DESIGN PHASE 1

| Erika Jaquez | 541-2102 | FY 2016 | 1/19/2016 |
|---|---|---|---|
| **Prepared by** | **Phone No.** | **FY to be Adjusted** | **Date** |

| Fund | Org | Object | Project | Object Name | Increase $ | Decrease $ |
|---|---|---|---|---|---|---|
| 4012 | 40226020 | 552003 | 60105 | NM DEPT OF FINANCE & ADMIN | 40,000 | |
| 4012 | 40806010 | 852100 | 60105 | GENERAL BLDGS CAPITAL OUTLAY | 40,000 | |
| | | | | **Totals** | $80,000 | $0 |

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

City of Las Cruces
PEOPLE HELPING PEOPLE

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

| Project Title | FUNDED CAPITAL PROJECTS ($) 2016 | INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN ($) 2017 | 2018 | 2019 | 2020 | 2021 | Source / Cum Total * |
|---|---|---|---|---|---|---|---|
| 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 |
| 6th Street - Parker to Palmer | 793,536 | | | | | | Flood Control, Street Bonds |
| 6th Street - Picacho Ave to Hadley Ave | 700,000 | | | | | | Flood Control, Sales Tax |
| Amador/Melendres Signal | | | | 550,000 | | | Flood Control, Sales Tax |
| Arlington Overlay - Triviz to Camino del Rex | 100,000 | | | | | | 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 - Farney Ln to Desert Rose Ct | 270,000 | | | | | | Legislative, Street Bonds |
| Boston Dr - Montana to Missouri | 198,000 | | | | | | Legislative, Street Bonds |
| Brown Road - Valley to Circle | 455,200 | | | | | | Flood Control, Sales Tax |
| Brownlee Ave - Valley Dr to First St | 795,000 | | | | | | Flood Control, Sales Tax |
| Calle del Sol - Brown to Avenida Blanco | 210,000 | | | | | | Legislative, Street Bonds |
| Cambridge Drive - Main to eastern dead end | 180,000 | | | | | | Flood Control, Street Bonds |
| Camino Coyote- Public Safety Complex | 380,000 | | | | | | Flood Control, Street Bonds |
| Church and Water-Two-Way Conversion | 5,591,753 | 3,500,000 | | | | | Flood Control, Street Bonds, TIDD |
| Clark Road - Bruins In to Mayfield Rd | 175,000 | | | | | | Flood Control, Street Bonds |
| Co-op match (pending council approval) | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | NMDOT, Sales Tax, Flood Control |
| Court Ave - Melendres to Water | 460,500 | | | | | | Flood Control, Street Bonds |
| Crescent Drive - Farney to Apollo | 546,467 | | | | | | Flood Control, Street Bonds |
| Elks Dr- widening from Reina to Hatfield | 756,000 | | | | | | Flood Control, Street Bonds |
| El Molino - Phase VII (Pond) | | | | | | | Flood Control |
| El Paseo Medians/Boutz Signal Improvements | 255,509 | | | | | | Local, NMDOT, Sales tax, Flood Control |
| El Paseo Safety Imp LC00130Main-Univ | 401,300 | | | | | | State Grant |
| El Paseo/Idaho Intersection Improvements | | | | | | 948,000 | Flood Control, Sales Tax |
| El Prado Ave. - Brown Rd to Melendres | 295,200 | | | | | | Flood Control, Street Bonds |
| Ethel Ave-Alameda Blvd to Miranda | | | | | | 350,000 | Flood Control, Sales Tax |
| Evelyn Street p Madrid Ave to Ash St | | | | | | 655,000 | Flood Control, Sales Tax |
| Farney Lane - Espina to Main | 205,000 | | | | | | Legislative, Street Bonds |
| Flood Control Infrastructure | 150,000 | 360,000 | 360,000 | 360,000 | 360,000 | 360,000 | Flood Control |
| Hadley Ave. - Reymond St to Mesilla St | 475,000 | | | | | | Flood Control, Sales Tax |
| Hadley Ave. - Water to Armijo | 522,600 | | | | | | Flood Control, Street Bonds |
| Jody Drive - Richard Dr to Karen Ave | 250,000 | | | | | | Flood Control, Sales Tax |
| Karen Drive - Dona Ana Rd to east end | 375,000 | | | | | | Flood Control, Sales Tax |
| Land Acquisition - Flood Control Property | 25,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | Flood Control |
| Lavendar Drive - Elks to South side of Sandhill Arroyo | 248,400 | | | | | | Legislative, Street Bonds |
| Lees Drive - Idaho to Montana | 522,600 | | | | | | Flood Control, Street Bonds |
| Madrid Ave Extension - Martha to Triviz | 700,000 | | | | | | Flood Control, Sales Tax |
| MAP match (pending council approval) | | 150,000 | 150,000 | 150,000 | 150,000 | 150,000 | Sales Tax, Flood Control |
| McFie Ave - Valley Dr to First St | | | | | | 820,000 | Flood Control, Sales Tax |
| Med Park Ave - Idaho to West end | | | | | | 222,000 | Flood Control, Sales Tax |
| Melendres Ave - Hadley to Las Cruces | 482,760 | | | | | | Flood Control, Street Bonds |
| Melendres Ave- Hadley to Picacho | | | | | | 730,000 | Flood Control, Street Bonds |



Exhibit C

City of Las Cruces
PEOPLE HELPING PEOPLE

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

| Project Title | FUNDED CAPITAL PROJECTS ($) 2016 | INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN ($) 2017 | 2018 | 2019 | 2020 | 2021 | Source / Cum Total * |
|---|---|---|---|---|---|---|---|
| Metro Verde Volunteer Assessment District | | 12,000,000 | | | | | Bonds |
| Mesquite/Tornillo Drainage | | | | 1,630,000 | | | Flood Control, Sales Tax |
| Midway Ave- Gas Line Rd to Mesa Dr | | | | | 240,000 | | Flood Control, Sales Tax |
| Miranda Ave- Parker Rd to Palmer Rd | 500,000 | | | | | | Flood Control, Sales Tax |
| Missouri Ave/Triviz Dr/Don Roser Improvements | 900,000 | | | | | | Flood Control, Street Bonds |
| Nemesh-North of Magees | 155,000 | | | | | | Sales Tax, SAP |
| Overlays (various) | 3,234,156 | 550,000 | 350,000 | 350,000 | 350,000 | 350,000 | Sales Tax, Street Bonds, Flood Control, SAP |
| Pavement Replacement (various) | 2,755,411 | 550,000 | 350,000 | 350,000 | 350,000 | 350,000 | Sales Tax, Street Bonds, Flood Control, SAP |
| Pavement Maintenance treatments (various) | 450,000 | 900,000 | 700,000 | 700,000 | 700,000 | 700,000 | |
| Peachtree - Holman to Porter | | | | | 180,000 | | Flood Control, Sales Tax |
| Pettes Blvd-Mesa to Stewards | 660,000 | 300,000 | | | | | Flood Control, Street Bonds |
| Philips Drive - Highland to Alameda | 462,500 | | | | | | Flood Control, Street Bonds |
| Pinon Ave- Mesquite to Almendra 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 | | | | | 295,000 | | Flood Control, Sales Tax |
| Rigsby/Valley Drainage Pond | | 1,000,000 | 1,300,000 | | | | Flood Control |
| Roadrunner Parkway-Golf Club Road Traffic Signal | 466,000 | | | | | | Legislative, Street Bonds, Flood Control |
| Roadrunner Parkway-US 70 to Settlers Pass | | | | | 1,260,000 | 2,500,000 | Flood Control, Sales Tax |
| Solano Drive ADA-Cactus to Mulberry | 150,000 | | | | | | Flood Control, Sales Tax |
| Sonoma Ranch-S Fork to Camino Coyote | 275,000 | | | | | | Flood Control, Street Bonds |
| Sweet St - Hadley Ave to Hayner St | | | | | | 207,000 | Flood Control, Sales Tax |
| Terry Drive - Jody to Richard | 267,000 | | | | | | Flood Control, Sales Tax |
| Unpaved Roads | | 250,000 | 250,000 | 250,000 | 250,000 | 250,000 | SAP |
| Utah Ave - El Paseo to Mesquite | 350,000 | | | | | | Flood Control, Sales Tax |
| Van Patten Ave - Alameda Blvd to Melendres | | | | | 540,000 | | Flood Control, Sales Tax |
| Willow St-San Juan Ave to Las Cruces Arroyo | 222,600 | | | | | | 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** | **8,692,000** | |
| **Public Works-Bicycles and Pedestrians** | | | | | | | |
| Las Cruces Dam Trail System | 471,980 | | | | | | FED, CIR, SAP |
| Outfall Channel/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 | | | | | Local, SAP, Bond Funds |
| Amador Hotel - Complete Restoration Project | | | | | 5,000,000 | 5,000,000 | SAP, Bond Funds |
| Amador Hotel - East Wing Remodel | | | 350,000 | | | | SAP |
| Amador Hotel -Structual Rehabilitation | | 250,000 | | | | | SAP |
| ASCMV - Expansion/Remodel of Public Administration area | 40,000 | 550,000 | | | | | SAP |
| Art in Public Places | 30,000 | 30,000 | 30,000 | 30,000 | 30,000 | 30,000 | CIR |
| Benavidez Community Ctr. - Bus Shelter with Benches | | 16,000 | | | | | ALTSD |
| Benavidez Community Ctr. - Remodel/Expansion | | | | | 50,000 | 2,000,000 | SAP, Bond Funds |
| Benavidez Community Ctr. - Storage | | | | | 12,000 | | ALTSD |
| Branigan Library - Expansion - Phase 2 | | 75,000 | | | 4,000,000 | | Water Trust Board, Bond Funds |
| Building Lighting Retrofits | 100,000 | | | | | | Bond Funds |

City of Las Cruces
PEOPLE HELPING PEOPLE

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

| Project Title | FUNDED CAPITAL PROJECTS ($) 2016 | INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN ($) 2017 | 2018 | 2019 | 2020 | 2021 | Source / Cum Total * |
|---|---|---|---|---|---|---|---|
| Caboose Remediation | 25,000 | 15,000 | | | | | FLCM, SAP, CIR |
| Castañeda Bldg./Welding Shop/Svs Station - HVAC Upgrades | | 125,000 | | | | | CIR |
| Castañeda - P&R's Renovation | 547,925 | | | | | | CIR |
| Castañeda - Fleet Services Remodel | | 150,000 | | | | | Local |
| Central Kitchen - Construction | | | 5,500,000 | | | | SAP, Bond Funds |
| Cinematic Infrastructure | 402,000 | 153,000 | | | | | SAP |
| City Building Roof Replacement Program | 100,000 | 300,000 | 325,000 | 325,000 | 325,000 | 325,000 | CIR |
| Convention Center Expansion | | 300,000 | 3,000,000 | | | | Local, Lodgers Tax |
| CVB Visitors Center - Remodel | 500,000 | | | | | | Lodgers Tax Fund Balance |
| Digital Radio System - P25 Radio | | 884,036 | | | | | TBD |
| Downtown Parking Garage - Design/Const. | | | | | 5,000,000 | | TIDD, Bond Funds |
| East Mesa Public Safety - Furniture, Fixtures & Equipment | | 600,000 | | | | | Bond Funds |
| East Mesa Public Safety Complex - Design/Construct | 12,526,481 | | | | | | SAP, Bond Funds , PSDIF |
| East Mesa Recreation Center - Design/Construct | | | | | 1,000,000 | 5,000,000 | SAP, Bond Funds |
| 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 | | | | | 12,000 | | ALTSD |
| Energy Efficiency Projects | 15,000 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | CIR, Bond Funds |
| Fire Department Administration Building - Design/Construct | | | | | | 1,650,000 | PSDIF, Bond Funds |
| Fire Department Administration Building - Furn,Fix,Equip | | | | | | 165,000 | 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 | | | | | | State Fire Fund |
| Fire Station 5 - Parking Lot | | 100,000 | | | | | CIR |
| Fire Station 9 - Design/Construct | | | | 2,750,000 | | | PSDIF |
| Fire Station 9 - Furniture, Fixtures and Equipment | | | | 275,000 | | | PSDIF |
| Fleet Services - Operations & Maintenance Facility Phase I | | | | | 3,500,000 | 11,500,000 | Local, Bond Funds |
| Fleet Services - Parking Lot Improvement | | 175,000 | | | | | CIR |
| Gateway Entry Points Signage | 40,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | CIR |
| General Building Renovation Program | 40,000 | 1,330,879 | 750,000 | 985,250 | 902,650 | 902,650 | CIR, Bond Funds |
| General Facilities Rehabilitation | 265,000 | 300,000 | 325,000 | 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 | 1,500,000 | 990,000 | 1,225,000 | 1,225,000 | CIR |
| ITS Amador Fiber | | 500,000 | | | | | SAP |
| Jardin de los Ninos- 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 | 751,394 | | | | | | Bond Funds |
| Main Street Bollards Project | | | | | 50,000 | | TIDD, Bond Funds |

City of Las Cruces
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# CITY OF LAS CRUCES
## Amended Capital Improvements Program
FY 2016-21
1/19/2016

| Project Title | FUNDED CAPITAL PROJECTS ($) 2016 | INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN ($) 2017 | 2018 | 2019 | 2020 | 2021 | Source / Cum Total * |
|---|---|---|---|---|---|---|---|
| Meerscheidt Rec. Center - Remodel/Expansion | | | | 200,000 | 1,800,000 | | SAP, Bond Funds |
| Municipal Court | | 5,000,000 | | | | | Bond Funds |
| Munson Center - Bathroom Renovation | | 150,000 | | | | | ALTSD |
| Munson Center - Bus Shelters with Benches | | | | | 16,000 | | ALTSD |
| Munson Center Improvements | 100,000 | | | | | | Bond Funds |
| Munson Center - Parking Lot Fence | | 20,000 | | | | | ALTSD |
| Munson Center - Solar Project | | 500,000 | | | | | SAP |
| Munson Outdoor Recreation Area | | 141,000 | | | | | Bond |
| Museums' Collection Storage/MoNaS Expansion/Museum of Art | | | | | 4,500,000 | | Bond Funds |
| MV Community of Hope - Health Facility | 425,850 | 490,000 | | | | | CDBG, SAP |
| MV Community of Hope - Fence | | 45,000 | | | | | SAP |
| MV Community of Hope - Flooring | | 9,545 | | | | | SAP |
| Parking Lot 7 Redesign | | | | | 25,000 | | TIDD, Bond Funds |
| Parking Lot Renovation Program | | 250,000 | 350,000 | 300,000 | 323,000 | 323,000 | CIR |
| Police Crime Lab - Design/Construct/Props/Equipment | | 2,500,000 | | | | | SAP |
| Police Department Patio Renovation | | | 30,000 | | | | SAP, Bond Funds |
| Police/Fire Training Facility - Design/Construct | | 3,500,000 | | | | | SAP, FED |
| Police/Fire Training Facility - Furniture, Fixtures and Equipment | | | 300,000 | 100,000 | 1,700,000 | | Bond Funds |
| Rio Grande Theatre - Basement Remodel | | | | | 41,000 | | Local, SAP, Bond Funds |
| Rio Grande Theatre - Dressing Room Showers | | | | 15,000 | | | Local, SAP, Bond Funds |
| Rio Grande Theatre - Energy Efficiency Improvements | | | 30,000 | | | | Local, SAP, Bond Funds |
| Rio Grande Theatre - Front Marquee | | | 30,000 | | | | Local, SAP, Bond Funds |
| Rio Grande Theatre - North Lobby Remodeling | | | | 40,000 | | | Local, SAP, Bond Funds |
| Rio Grande Theatre - Rear Electronic Marquee | | | | | 20,000 | | Local, SAP, Bond Funds |
| Rio Grande Theatre - Safety Improvements | | 13,000 | | | | | Local, Bond Funds |
| Rio Grande Theatre - Video and Security Equipment | | 62,000 | | | | | Local, SAP, Bond Funds |
| Safety, Health, Environmental & Emergency | 249,000 | 600,000 | 600,000 | 430,000 | 700,000 | 700,000 | CIR |
| Sinking Fund | | 2,000,000 | | 1,000,000 | | | TBD |
| Solar Photovoltaic Systems | 2,900,000 | | | | | | Bond Funds |
| Soundstage | | 500,000 | | | | | SAP |
| Streets Building - Bathroom & Office Remodel | | 100,000 | | | | | CIR |
| Transit Operations and Maintenance Facility | 545,565 | 3,100,000 | 6,000,000 | 3,100,000 | | | FED, Local, Bond Funds |
| **Total Public Works-Facilities Management** | **19,968,215** | **28,454,460** | **19,880,000** | **11,415,250** | **31,376,650** | **30,695,650** | |
| **TOTAL PUBLIC WORKS** | **$ 50,955,687** | **$ 48,114,460** | **$ 23,440,000** | **$ 15,855,250** | **$ 37,086,650** | **$ 39,387,650** | **$ 214,839,697** |
| **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 |
| Archery Range | 50,000 | 125,000 | | | | | PIF |
| Ballfield/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 | | | | 3,200,000 | | Bond Funds, SAP |
| Butterfield Shooting Range | | 125,000 | | | | | SAP |
| Chandler Tank Park - Phase I | | | 375,000 | | | | SAP, PIF |
| Community Gardens | | | 15,000 | | | | SAP, FED |

City of Las Cruces
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# CITY OF LAS CRUCES
## Amended Capital Improvements Program
FY 2016-21
1/19/2016

| Project Title | FUNDED CAPITAL PROJECTS ($) 2016 | INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN ($) 2017 | 2018 | 2019 | 2020 | 2021 | Source / Cum Total * |
|---|---|---|---|---|---|---|---|
| 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 | | | 100,000 | | | | TIDD |
| East Mesa Area Park- Construction | 120,000 | | | | | | PIF |
| East Mesa Public Safety Area Park | | 350,000 | | | 3,150,000 | | SAP, PIF, Bond Funds |
| Future Neighborhood Parks | | | 250,000 | | | | PIF |
| General Park Renovations | | 275,000 | 500,000 | 250,000 | 1,025,000 | 250,000 | SAP, Bond Funds, Local |
| Hadley Complex Recreation Rehabilitation | | | 31,500 | 318,500 | | | SAP, Bond Funds |
| Highland Park | | 700,000 | 540,000 | | | | PIF, SAP |
| Klein Park - Improvements | 202,685 | 200,000 | | 200,000 | | | SAP, TBD |
| La Placita Elecrical Improvements | 25,000 | | | | | | SAP |
| Metro Verde Neighborhood Parks | 1,397,000 | | | | | | PIF |
| North Del Rey Neighborhood Park | 125,000 | 125,000 | | | | | PIF |
| Oro Vista Park | 100,000 | 100,000 | | | | | PIF |
| Outdoor Swimming Pool Amenities | | 150,000 | | | | | SAP, Local |
| Parking Lot/Pathways | | 580,000 | 105,000 | | | | SAP, Bond Funds, Local |
| Playground/Amenity Renovations/Enhancements | | 1,275,000 | 1,125,000 | | | | SAP, Bond Funds, Local |
| Pueblos at Alameda | 50,000 | | | | | | PIF PA |
| Purple Heart Memorial | 7,000 | 3,000 | | | | | SAP |
| Regional Rec & Aquatic Center - Phase II - Cnstr. | 220,000 | 6,000,000 | 6,000,000 | | 6,000,000 | | SAP, Bond Funds, Local |
| Sagecrest Park - Install restrooms | 225,000 | | | | | | PIF |
| Special Needs Park | 75,000 | 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 | 200,000 | 200,000 | 200,000 | 200,000 | 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 | 528,000 | 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** | **$ 55,227,122** |
| **TRANSPORTATION** | | | | | | | |
| **Transportation- Airport** | | | | | | | |
| Air Traffic Control Tower - Construction | | | | | | 4,750,000 | FAA, SAP, CIR |
| Airfield Electrical Improvements | | 200,000 | | | | | 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 | | 400,000 | | | | | FAA, SAP, CIR |
| Apron Sealing | | 120,000 | | | | | SAP, Local |
| Preision Approach Path Indicator | 275,000 | | | | | | FAA, SAP, CIR |
| Rwy 8/26 Extension - Construction | | | | | | 11,310,000 | FAA, SAP, CIR |
| Rwy 8/26 Extension - EA & Design | | | | | 500,000 | | FAA, SAP, CIR |
| Rwy 8/26 Rehabilitation - Construction | | 3,360,000 | | | | | FAA, SAP, CIR |
| Rwy 8/26 Rehabilitation - Design | 550,000 | | | | | | FAA, SAP, CIR |
| Security Fence/Gates Rehab | | | | 500,000 | | | FAA, SAP, CIR |

City of Las Cruces
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# CITY OF LAS CRUCES
## Amended Capital Improvements Program
FY 2016-21
1/19/2016

| Project Title | FUNDED CAPITAL PROJECTS ($) 2016 | INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN ($) 2017 | 2018 | 2019 | 2020 | 2021 | Source / Cum Total * |
|---|---|---|---|---|---|---|---|
| Taxiway "A" Seal Coat | 370,000 | | | | | | SAP, Local |
| Taxilane Rehabilitation | | 200,000 | 50,000 | 50,000 | 50,000 | 50,000 | Local, Bond Funds |
| Taxiways "B" & "C" Rhabilitation | | | | | 1,750,000 | | FAA, SAP, CIR |
| West End Apron Rehabilitation | | | | | | 980,000 | FAA, SAP, CIR |
| West End Taxiway | | | | | | 500,000 | FAA, SAP, CIR |
| Wildlife Perimeter Fence | | | | 1,280,000 | | | FAA, SAP, CIR |
| **Total Transportation - Airport** | **1,195,000** | **4,280,000** | **1,400,000** | **3,580,000** | **4,400,000** | **17,590,000** | |
| **Transportation- Streets & Traffic** | | | | | | | |
| ADA Sidewalks | 250,000 | 250,000 | 250,000 | 250,000 | 250,000 | 250,000 | Sales Tax, Flood Control |
| Alameda Depot Neighborhood Lighting | 100,000 | | | | | | SAP |
| Court Charter School | 30,200 | | | | | | Local |
| Intelligent Transportation System (ITS) | 717,750 | 11,254,691 | 11,227,559 | | | | Local, SAP, DOT, Bond Funds |
| LED Street Lighting Retrofits | 1,800,000 | | | | | | Bond Funds |
| Mesquite Historic District Lighting | 150,000 | | | | | | SAP |
| Traffic Signal Program | 250,000 | 1,000,000 | 1,000,000 | 1,000,000 | 650,000 | 650,000 | Sales Tax |
| **Total Transportation - Streets & Traffic** | **3,297,950** | **12,504,691** | **12,477,559** | **1,250,000** | **900,000** | **900,000** | |
| **Transportation-Transit** | | | | | | | |
| MVITT - Finish Room, Signage & Kiosks Projects | 126,401 | | | | | | FTA, Local |
| MVITT Passenger Shelters | | 95,000 | | | | | FTA, Local |
| Transit System Improvements | 130,000 | | | | | | SAP |
| **Total Transportation - Transit** | **256,401** | **95,000** | - | - | - | - | |
| **TOTAL TRANSPORTATION** | **$ 4,749,351** | **$ 16,879,691** | **$ 13,877,559** | **$ 4,830,000** | **$ 5,300,000** | **$ 18,490,000** | **$ 64,126,601** |
| **UTILTITIES** | | | | | | | |
| **GAS** | | | | | | | |
| Gas Rehabilitation Low Pressure | 550,000 | 566,500 | 583,495 | 601,000 | 619,030 | 637,601 | Rates |
| Gas Rehabilitation High Pressure | 412,000 | 424,360 | 437,091 | 450,204 | 463,710 | 477,621 | Rates |
| SCADA Rehabilitation | 25,000 | 25,750 | 26,523 | 27,318 | 28,138 | 28,982 | Rates |
| Street Utility Rehabilitation | 1,545,000 | 1,591,350 | 1,639,091 | 1,688,263 | 1,738,911 | 1,791,078 | Rates |
| Street Improvement Projects | 1,000,000 | 1,030,000 | 1,060,900 | 1,092,727 | 1,125,509 | 1,159,274 | Rates |
| **Total Gas Rehabilitation Projects** | **3,532,000** | **3,637,960** | **3,747,099** | **3,859,512** | **3,975,297** | **4,094,556** | |
| Gas Development - Low Pressure | 412,000 | 424,360 | 437,091 | 450,204 | 463,710 | 477,621 | Rates |
| Gas Development - High Pressure | 2,300,000 | 2,369,000 | 2,440,070 | 2,513,272 | 2,588,670 | 2,666,330 | Rates |
| Line Extension | 309,000 | 318,270 | 327,818 | 337,653 | 347,782 | 358,216 | Rates |
| SCADA Installations | 25,750 | 26,523 | 27,318 | 28,138 | 28,982 | 29,851 | Rates |
| Phase I AMR Implementations | 1,500,000 | | | | | | Rates |
| **Total Gas Development Projects** | **4,546,750** | **3,138,153** | **3,232,297** | **3,329,266** | **3,429,144** | **3,532,018** | |
| **TOTAL GAS** | **8,078,750** | **6,776,113** | **6,979,396** | **7,188,778** | **7,404,441** | **7,626,574** | |
| **WATER** | | | | | | | |
| Booster Pump Station (Spruce) | | | | | | | Rates |
| Drill Replacement Wells | 270,000 | | | | | | NMFA |

City of Las Cruces
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# CITY OF LAS CRUCES
## Amended Capital Improvements Program
FY 2016-21
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|---|---|---|---|---|---|---|---|
| Drill Replacement Wells - 2007 NMFA | 150,000 | | | | | | NMFA |
| Drill Replacement Wells - NMED Grant | 1,935,000 | 1,248,000 | | | | | SAP |
| Line Extension | 805,000 | | | | | | 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 | 54,636 | 56,275 | 57,964 | 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 | 1,387,050 | 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** | **1,829,969** | |
| **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 | | | 4,145,458 | 4,269,822 | 4,397,916 | 4,529,854 | Rates |
| East Mesa Water System - 06 Bonds | 1,100,000 | | | | | | Bonds |
| East Mesa Water System - NMFA 2007 | 138,692 | | | | | | NMFA |
| SCADA Installations Development - NMFA 2007 | 19,712 | | | | | | NMFA |
| Transmission Lines | | | 5,385,600 | 5,547,168 | 5,713,583 | 5,884,991 | Rates |
| WWTP Laboratory | 900,000 | | | | | | NMFA |
| **Total Other - Water Development Projects** | **2,158,404** | **-** | **9,531,058** | **9,816,990** | **10,111,499** | **10,414,845** | |
| **Total Water Development Projects** | **4,703,846** | **-** | **9,531,058** | **9,816,990** | **10,111,499** | **10,414,845** | |
| **TOTAL WATER** | **11,540,996** | **3,848,256** | **11,114,917** | **11,610,076** | **12,347,158** | **12,244,814** | |
| **WASTEWATER** | | | | | | | |
| Forcemain Rehabilitation | 168,423 | | 173,476 | | 178,680 | | Rates |
| Lift Station Renovations- WW Capital Improvements | 330,000 | 339,900 | | 350,097 | | 360,600 | Rates |
| Line Rehabilitation - Extension - 06 Bonds | | 30,900 | 30,900 | 30,900 | 30,900 | 30,900 | Bonds |
| Line Rehabilitation - Extension - WW Capital Improvements | 136,990 | 141,100 | 145,333 | 149,693 | 154,183 | 158,809 | Rates |
| **Total Line Rehabilitation - Extension** | **635,413** | **511,900** | **349,709** | **530,690** | **363,763** | **550,309** | |
| Line & Manhole Rehabilitation - 06 Bonds | | 19,584 | 19,584 | 19,584 | 19,584 | 19,585 | Bonds |
| Line & Manhole Rehabilitation - WW Capital Improvements | 534,584 | 550,622 | 567,140 | 584,154 | 601,679 | 619,729 | Rates |
| **Total Line & Manhole Rehabilitation** | **534,584** | **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
1/19/2016

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|---|---|---|---|---|---|---|---|
| **Total Other - Rehabilitation Projects** | **7,901,850** | **5,045,156** | **5,192,760** | **5,344,793** | **5,501,386** | **5,662,678** | |
| **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 Upgrade WW | 490,000 | 504,700 | 519,841 | 535,436 | 551,499 | 568,044 | Impact Fees |
| New Interceptors | 1,332,654 | 1,372,634 | 1,413,813 | 1,456,227 | 1,499,914 | 1,544,911 | Impact Fees |
| SCADA Installations | 20,600 | 21,218 | 21,855 | 22,510 | 23,185 | 23,881 | Impact Fees |
| **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 | SAP |
| Septic Systems - NMED Grant (Powers Dr & Walls Ave) | 401,029 | | | | | | SAP |
| Septic Systems - WW Capital Improvements (High Priority) | 275,834 | 284,109 | 292,632 | 301,411 | 310,454 | 319,767 | Rates/EGRT |
| Water Reclamation - Booster & Pipe | 2,100,000 | | | | | | Bonds |
| WWTP Laboratory | 2,100,000 | | | | | | Bonds |
| **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** | **$ 185,480,351** |
| **GRAND TOTAL** | **101,655,870** | **101,270,841** | **76,566,538** | **53,782,566** | **94,619,176** | **91,778,780** | **519,673,771** |

*ABBREVIATIONS AND HIGHLIGHTING*

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

(10)

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# 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), ON BEHALF OF THE ANIMAL SERVICES CENTER OF THE MESILLA VALLEY (ASCMV), TO ACCEPT LEGISLATIVE APPROPRIATION 15-0768 IN THE AMOUNT OF $40,000.00, THROUGH THE NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION (NMDFA) TO DESIGN PHASE I OF THE RENOVATIONS AND EXPANSION OF THE CENTER 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 PROGRAM (CIP).

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

| DEPARTMENT | SIGNATURE | PHONE NO. | DATE |
|---|---|---|---|
| Drafter/Staff Contact<br>Amy Johnson Bassford | Amy J Bassford | 528-2281 | 12-15-15 |
| Finance Director<br>Victoria Fredrick | Victoria Fredrick | 541-2080 | 1/5/16 |
| Public Works Director<br>Loretta Reyes | | 528-3125 | 1-5-16 |
| Management & Budget Manager<br>Robert Lundien | Robert A Lundien | 541-2106 | 1-5-16 |
| Assistant City Manager /CAO<br>Mark Winson | | 541-2100 | 1/5/16 |
| Assistant City Manager/COO<br>Daniel Avila | | 541-2271 | 1/6/16 |
| City Attorney<br>Wm. "Rusty" Babington | | 541-2128 | 8 JAN 2016 |
| Interim City Clerk<br>Linda Lewis | | 541-2115 | 1-8-16 |
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