



City of Las Cruces
PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 12 Ordinance/Resolution# 17-037

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of September 6, 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 VARIOUS GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS; TO RATIFY THE CITY MANAGER'S OR MAYOR'S SIGNATURE ON THE CONTRACT AGREEMENTS; AND TO AMEND THE CITY'S ADOPTED FY2017 BUDGET AND, AS APPLICABLE, THE FY2017 CAPITAL IMPROVEMENT PLAN (CIP).

PURPOSE(S) OF ACTION:

To accept grant agreements and adjust the City budget and CIP, as applicable.

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

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City relies on grant funding for many of the critical programs provided each year for the residents of Las Cruces. Grant funding awards are received throughout the fiscal year and are not budgeted during the normal fiscal year budgeting process. Funds are not budgeted until the City has received a grant award agreement due to the unpredictable nature of funding levels and timing. Also, it is necessary for City Council to accept the funds as well as the conditions that are associated with the grant funding.

The Grants staff works with City department personnel to process the grant agreements when provided notice by the granting agency and to ensure the departments are able to meet the conditions of the grant award. The nature of grant funding agreements is similar in most cases; therefore, the grant agreements listed in Exhibit "A" of this proposed resolution can be accepted together.

The request for City Council is to: 1) accept all the grant agreements listed in Exhibit "A"; and 2) amend the budget showing receipt of these new funds for the current fiscal year (FY2017). Additionally, the City is required to maintain a CIP that lists all capital improvement projects that City Council has authorized on the City's behalf. This action will, therefore, also approve the

(Continue on additional sheets as required)

addition of any of the grant agreements which involve capital improvements to the current FY2017 CIP, as necessary. Once accepted these funds will be used by the departments listed in Exhibit "A" for the scope of work as defined by each grant agreement.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Listing of Grant Agreements to be accepted.
3. Exhibit "B", Budget Adjustment.
4. Exhibit "C", Adjusted CIP.
5. Exhibit "D – E", Grants Agreements.

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? See Exhibit "B"	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: <u>Various</u> in the amount of <u>Various</u> for FY2017.
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

Refer to Exhibit "B", Grant Agreement Budget Adjustments.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Various	Various	Various	Various*	Various	Various

* Pending approved budget adjustment.

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the resolution to accept all of the grant agreements presented and adjust the City's FY2017 budget and FY2017 CIP, as applicable.

(Continue on additional sheets as required)

2. Vote "No"; this will not approve the resolution to accept any of the grant agreements presented and return the funds to the granting agency.
3. Vote to "Amend"; City Council may choose to remove one or more grants from this resolution and give direction on how to proceed to staff on those items while approving the other grants presented. Amending the resolution will delay the process of spending the grant funds within the predetermined grant schedule.
4. Vote to "Table"; this will impact the implementation of the grant agreements, the City department's ability to utilize the funds and return the grant funds will be returned to the granting agency.

REFERENCE INFORMATION:

N/A



City of Las Cruces®

PEOPLE HELPING PEOPLE

COUNCIL ACTION AND EXECUTIVE SUMMARY PACKET ROUTING SLIP

For Meeting of _____
 (Ordinance First Reading Date)

For Meeting of September 6, 2016
 (Adoption Date)

TITLE: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT VARIOUS GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS; TO RATIFY THE CITY MANAGER'S OR MAYOR'S SIGNATURE ON THE CONTRACT AGREEMENTS; AND TO AMEND THE CITY'S ADOPTED FY2017 BUDGET AND, AS APPLICABLE, THE FY2017 CAPITAL IMPROVEMENT PLAN (CIP).

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

DEPARTMENT	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact	<i>[Signature]</i>	x2281	8/5/16
Department Director	<i>[Signature]</i>	x2080	8/8/16
Other			
Assistant City Manager /CAO Management & Budget Manager	<i>[Signature]</i>	541-2078 x2080	8/9/2016 8/8/16
Assistant City Manager/COO	<i>[Signature]</i>	541-2271	8/11/16
City Attorney	<i>[Signature]</i>	EXT 2128	16 Aug 2016
City Clerk	<i>[Signature]</i>	x2115	8-18-16

RESOLUTION NO. 17-037

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT VARIOUS GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS; TO RATIFY THE CITY MANAGER'S OR MAYOR'S SIGNATURE ON THE CONTRACT AGREEMENTS; AND TO AMEND THE CITY'S ADOPTED FY2017 BUDGET AND, AS APPLICABLE, THE FY2017 CAPITAL IMPROVEMENT PLAN (CIP).

The City Council is informed that:

WHEREAS, the City has received notice of grant awards for various City departments; and

WHEREAS, these grants will be used as designated in the scope of work and within the specified time period as shown in the attached grant agreements.

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

(I)

THAT the City hereby accepts all the grant agreements as shown in the Grant Acceptance Summary, Exhibit "A", attached hereto and made part of this resolution.

(II)

THAT the City Manager's or Mayor's signature, as required by the granting agency, is hereby ratified on the attached grant agreements, as shown in Exhibit "D – E", attached hereto and made a part of this resolution.

(III)

THAT the FY2017 adopted budget is hereby amended, as shown in Exhibit "B", attached hereto and made part of this resolution.

(IV)

THAT the FY2017 CIP, as applicable, is hereby amended 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:

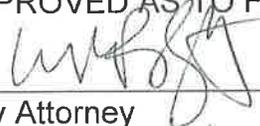
City Clerk

(SEAL)

Moved by _____

Seconded by _____

APPROVED AS TO FORM:



City Attorney

VOTE:

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

GRANT ACCEPTANCE SUMMARY

Exhibit #: **D**

Grant Title: **Amador-Melendres Reconstruction and Improvements**

Department: Public Works

Grant/Agreement #: MAP-7613(910) L100296 *Grant Type:* State Capital

Granting Agency: NM Department of Transportation (NMDOT) LGRF 2016-2017

Grant Amount: \$ 254,850.00

Cash Match Amount: \$ 84,950.00

Total Grant Project Amount: \$ 339,800.00

In-Kind Match Amount: \$ 0.00

Grant Start Date:

Grant End Date: 06/30/2018

Grant Agreement Signer Authority: City Manager Mayor

CIP Project Amendment Needed: Yes No

Use of Funds Description:

This is Cooperative MAP Agreement Project, Number MAP-7613(910), Control Number L100296, with NMDOT for planning, design, construction, pavement rehabilitation, drainage, traffic signal improvement, and misc. improvements for the Amador-Melendres project. The NMDOT share will be \$254,850.00 (75%), with a required City match of \$84,950.00 (25%), for a total project cost of \$339,800.00. The City shall be responsible for any costs exceeding \$339,800.00. This action shall amend the CIP.

Exhibit #: **E**

Grant Title: **Climate Preparedness Pilot Project**

Department: Public Works -- Sustainability Office

Grant/Agreement #: N/A

Grant Type: Other Operating

Granting Agency: Adaptation International

Grant Amount: \$ 15,000.00

Cash Match Amount: \$ 0.00

Total Grant Project Amount: \$ 15,000.00

In-Kind Match Amount: \$ 0.00

Grant Start Date: 08/01/2016

Grant End Date: 12/31/2016

Grant Agreement Signer Authority: City Manager Mayor

CIP Project Amendment Needed: Yes No

Use of Funds Description:

The funds will be used to address the community's preparedness for extreme weather, specifically the extreme heat during the summer months. The Sustainability Office will develop and install a demonstration cistern project with gravity fed irrigation and create a green infrastructure plan. This will be a reimbursement grant with funding awarded from Adaptation International as part of a grant funded by the National Oceanic and Atmospheric Administration (NOAA), with no match required.

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CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2016-17

Exhibit "B"

	4100 CAPITAL PROJECTS REIMB GRANTS			
	2016-17			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 279,052	279,052	0	279,052
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cigarette Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	143,300	143,300	0	143,300
State Grants	3,793,473	3,793,473	254,850	4,048,323
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Operating Transfers In	0	0	0	0
Total Revenues	3,936,773	3,936,773	254,850	4,191,623
TOTAL RESOURCES	\$ 4,215,825	4,215,825	254,850	4,470,675
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Administrative	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Operations	25,000	25,000	0	25,000
Transportation	519,761	519,761	0	519,761
Parks & Recreation	677,960	677,960	0	677,960
Community Development	0	0	0	0
Community & Cultural Services	166,000	166,000	0	166,000
Public Works	2,548,052	2,548,052	254,850	2,802,902
Legislative Reserve	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Expenditures	\$ 3,936,773	3,936,773	254,850	4,191,623
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 279,052	279,052	0	279,052
Required Reserve:				
State Required 1/12th				
Local CLC 1/12th				
UN-RESERVED BALANCE	\$ 279,052	279,052	0	279,052

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CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2016-17

Exhibit "B"

	4202 GRT STREET MAINTENANCE			
	2016-17			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 903,396	903,396	0	903,396
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cigarette Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	250,000	250,000	0	250,000
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	30,000	30,000	0	30,000
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Operating Transfers In	3,400,000	3,400,000	0	3,400,000
Total Revenues	3,680,000	3,680,000	0	3,680,000
TOTAL RESOURCES	\$ 4,583,396	4,583,396	0	4,583,396
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Administrative	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Operations	0	0	0	0
Transportation	480,200	480,200	0	480,200
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Community & Cultural Services	0	0	0	0
Public Works	3,452,457	3,452,457	84,950	3,537,407
Legislative Reserve	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Expenditures	\$ 3,932,657	3,932,657	84,950	4,017,607
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 650,739	650,739	(84,950)	565,789
Required Reserve:				
State Required 1/12th				
Local CLC 1/12th				
UN-RESERVED BALANCE	\$ 650,739	650,739	(84,950)	565,789

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CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2016-17

Exhibit "B"

	2100 SPECIAL REVENUE REIMB GRANTS			
	2016-17			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 1,546	1,546	0	1,546
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cigarette Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	1,188,647	1,188,647	0	1,188,647
State Grants	973,557	907,060	0	907,060
Local Grants	15,843	17,043	15,000	32,043
Debt Service	0	0	0	0
Operating Transfers In	0	0	0	0
Total Revenues	2,178,047	2,112,750	15,000	2,127,750
TOTAL RESOURCES	\$ 2,179,593	2,114,296	15,000	2,129,296
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	1,233,430	1,233,430	0	1,233,430
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Administrative	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Operations	0	0	0	0
Transportation	0	0	0	0
Parks & Recreation	379,874	313,377	0	313,377
Community Development	406,340	406,340	0	406,340
Community & Cultural Services	158,403	159,603	0	159,603
Public Works	0	0	15,000	15,000
Legislative Reserve	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Expenditures	\$ 2,178,047	2,112,750	15,000	2,127,750
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 1,546	1,546	0	1,546
Required Reserve:				
State Required 1/12th				
Local CLC 1/12th				
UN-RESERVED BALANCE	\$ 1,546	1,546	0	1,546

**CITY OF LAS CRUCES
Capital Improvements Program**

FY 2017-22
9/6/2016

DEPARTMENTS	Project Title	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (\$)					Source / Cum Total *
		2017	2018	2019	2020	2021	
PUBLIC WORKS							
	Public Works-Streets and Flood						
	2nd Street - Picacho Ave to Hadley Ave	510,000					Bonds
	3rd St - Picacho Ave to Hadley Ave	648,000					Bonds
	4th St - Picacho Ave to Hadley Ave	700,000					Bonds
	6th Street - Parker to Palmer	281,600					Bonds
	6th Street - Picacho Ave to Hadley Ave	700,000					Bonds
	Armador/Melendres Signal	550,000					State
	Bellamah Drive - Lees to Luna St.		825,000				
	Bencomo Lane - Clark Rd to western dead end		110,000				
	Bex - Farney Ln to Desert Rose Ct	270,000					State, Bonds
	Boston Dr - Montana to Missouri	198,000					State, Bonds
	Brown Road - Valley to Circle	455,200					Bonds
	Brownlee Ave - Valley Dr to First St	795,000					Bonds
	Calle del Sol - Brown to Avenida Blanco	210,000					State, Bonds
	Cambridge Drive - Main to eastern dead end	180,000					Bonds
	Church and Water-Two-Way Conversion	7,000,000					TIDD, Bonds
	Clark Road - Bruins In to Mayfield Rd	175,000					Bonds
	Co-op match (pending council approval)	50,000	50,000		50,000	50,000	Sales Tax, Flood Contr
	Court Ave - Melendres to Water	460,500					Bonds
	Crescent Drive - Farney to Apollo	465,711					Bonds
	Elephant Butte Irrigation District Drains/Laterals	1,500,000					Flood Control, Bonds
	Elks Dr- widening from Reina to Hatfield	756,000					Bonds
	El Paseo Safety/Imp LC00130/Main-Univ	500,000					State
	El Paseo/Idaho Intersection Improvements	295,200					Bonds
	El Prado Ave. - Brown Rd to Melendres						
	Ethel Ave-Alameda Blvd to Miranda		350,000				
	Evelyn Street p Madrid Ave to Ash St		655,000				
	Farney Lane - Espina to Main					948,000	
	Flood Control Infrastructure						
	Hadley Ave. - Raymond St to Mesilla St	205,000			140,000		State, Bonds
	Hadley Ave. - Water to Armijo	475,000					Flood Control
	Jody Drive - Richard Dr to Karen Ave	522,600					Bonds
	Karen Drive - Dona Ana Rd to east end	250,000					Bonds
	Land Acquisition - Flood Control Property	375,000					Bonds
	Lavender Drive - Elks to South side of Sandhill Arroyo		50,000		50,000	50,000	Flood Control
	Lees Drive - Idaho to Montana	248,400					State, Bonds
	Madrid Ave Extension - Martha to Triviz	522,600					Bonds
	MAP match (pending council approval)	700,000					Bonds
	McFie Ave - Valley Dr to First St		150,000		150,000	150,000	Sales Tax, Flood Contr
	Melendres Ave - Hadley to Las Cruces		820,000				Bonds
	Melendres Ave- Hadley to Picacho						Bonds
	Mesquite/Tornillo Drainage						Bonds
	Metro Verde Voluntary Assessment District-Phase I						Bonds
	1. Sanitary Sewer Infrastructure						Bonds
	2. Sonoma Ranch Blvd Mile 2: Peachtree to Arroyo	482,760					Bonds
		1,630,000					Bonds
							Bonds
		740,984					Bonds
		2,913,374					Bonds

CITY OF LAS CRUCES
Capital Improvements Program

FY 2017-22
9/6/2016

Project Title	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (\$)					Source / Cum Total *
	2017	2018	2019	2020	2021	
3. Arroyo Rd: Red Hawk to Jornada Blvd	1,903,234					Bonds
4. Red Hawk Golf Rd: N. Bound. Metro Verde S.P.I.E to Arroyo Rd	1,423,041					Bonds
5. Regional Drainage Phase 1	108,313					Bonds
Metro Verde Voluntary Assessment District-Phase II		3,000,000		240,000		Bonds
Midway Ave- Gas Line Rd to Mesa Dr						Bonds, State Tax, Flood Control
Miranda Ave- Parker Rd to Palmer Rd	500,000					State Tax, Flood Control
Missouri Ave/Triviz Dr/Don Roser Improvements	900,000					Sales Tax, Flood Control
Nemesh-North of Magees	155,000					State Tax, Flood Control
Overlays (various)	1,412,500	0	500,000	500,000	500,000	State Tax, Flood Control
Pavement Maintenance Treatments (various)	1,200,000	3,950,000	3,250,000	3,250,000	3,250,000	State Tax, Flood Control
Pavement Replacement (various)	1,412,500	0	500,000	500,000	500,000	State Tax, Flood Control
Peachtree - Holmar to Porter	960,000			180,000		Bonds, State Tax, Flood Control
Pettes Blvd-Mesa to Stewards	270,000					Bonds
Pinon Ave- Mesquita to Almendra St	450,000					Bonds
Richard Drive- Dona Ana Rd. to east end				295,000		Flood Control
Rigsby Rd - Barker to Valley Dr	952,707	1,300,000				Bonds, Sales Tax, State
Rigsby/Valley Drainage Pond	466,000					Bonds
Roadrunner Parkway-Golf Club Road Traffic Signal	2,100,000				1,260,000	Bonds
Roadrunner Parkway-US 70 to Settlers Pass	150,000					Sales Tax, State
Solano Drive ADA-actus to Mulberry	160,000					Sales Tax, State, Flood Control
Solano Drive ADA- Mulberry to Madrid	3,730,000					Bonds
South Main Street Reconstruction - Avenida de Mesilla to Boutz						Bonds
Sweet St - Hadley Ave to Hayner St	267,000			1,850,000		Bonds
Tashiro Road Improvements - Valley Dr to Motel Drive	250,000					Bonds
Terry Drive - Jody to Richard	350,000	250,000	250,000	250,000	250,000	Sales Tax
Unpaved Roads						Bonds
Utah Ave - El Paseo to Mesquite						Bonds
Valley Drive (South) Reconstruction - Avenida de Mesilla to Boutz				2,920,000		Bonds
Van Patten Ave - Alameda Blvd to Melendres	225,225			540,000		Bonds
Weather Stations	70,903					SAP, Local
Willow St-San Juan Ave to Las Cruces Arroyo						Bonds
Total Public Works- Streets and Flood Control	43,532,352	8,750,000	7,200,000	10,915,000	8,110,000	9,495,000
Public Works-Bicycles and Pedestrians						
Las Cruces Dam Trail System	466,980					FED, CIR, SAP
Citywide Multi-use Path/Trails		500,000				Bonds
Total Public Works-Bicycles and Pedestrians	466,980	500,000				
Public Works-Sustainability						
Citywide Building Lighting Retrofit	100,000					Bonds
Citywide LED Streetlight Retrofit	1,500,000					Bonds
Citywide Residential Lighting Retrofit		1,800,000				CIR, Bonds
Energy Efficiency Projects		500,000	500,000	500,000	500,000	
Local Energy Efficiency Performance (LEEP) Program						Bonds
MV Community of Hope - Building 1 - Solar Project	3,051,394					SAP
Rio Grande Theatre - Energy Efficiency Improvements			500,000			TIDD
Solar Energy Photo Voltaic Projects	4,400,000	85,000				Bonds



CITY OF LAS CRUCES
Capital Improvements Program

FY 2017-22
9/6/2016

Project Title	FUNDED CAPITAL PROJECTS (\$) 2017	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (\$)					Source / Cum Total *
		2018	2019	2020	2021	2022	
Total Public Works-Sustainability Projects	9,051,394	2,385,000	1,000,000	500,000	500,000	500,000	
Public Works-Facilities Management							
Amador Hotel	1,218,500						SAP, Bonds
The Amador	6,500,000						HHGRT, TIDD
Amador Hotel -Structural Rehabilitation							Local, SAP
Art in Public Places	30,000						CIR
ASCMV - Expansior/Remodel of Public Administration area	40,000						SAP
Benevdez Community Center Project		510,000					ALTSD
Boxing Club - Roof Replacement		150,000	100,000		75,000		CIR
Branigan Cultural Center - Asbestos Removal & Ceiling Repl.		70,000		60,000			CIR
Branigan Cultural Center - Basement Pipes		2,000					CIR
Branigan Cultural Center - Exterior Lintels and Woodwork			10,000				CIR, Local
Branigan Cultural Center - Reglaze Windows				30,000			CIR, Local
Branigan Cultural Center - Security Bars				10,000			CIR, Local
Branigan Cultural Center - Security Cameras		12,000					Local
Branigan Cultural Center - Stucco Repair and Exterior Repainting					100,000		SAP, Bonds
Branigan Library - Circulation Desk, Electrical/Date and Recarpet		50,000					Local, Bonds
Branigan Library - Expansion - Phase 2		2,500,000					Bonds
Branigan Library - Exterior Repainting				200,000			CIR
Branigan Library - First Floor Recarpeting		150,000					CIR
Branigan Library - Interior Repainting					100,000		CIR
Branigan Library - Monument Signs			30,000				Local
Branigan Library - New Branch							SAP, Bonds
Branigan Library - Parking Lot Patching and Repainting							CIR
Branigan Library - Sliding Window		100,000					Local
Caboose - Lead Paint/Asbestos Abatement	25,000						FLCM, SAP, CIR
Castañeda Bldg./Welding Shop/Svs Station - HVAC Upgrades		20,000					CIR
Castañeda Bldg - IT Generator		130,000					CIR
Central Kitchen - Design/Construction		200,000					CIR
Cinematic Infrastructure and Soundstage				5,000,000			ALTSD, SAP, Bonds
City Building Roof Replacement Program		5,000,000					SAP, Bonds, HHGRT
City Clerk's Office Remodel	980,071	325,000	325,000	325,000		325,000	CIR
Convention Center Expansion - Phase I		65,000					CIR
Convention Center Expansion - Phase II	9,000,000						Bonds
Convention Center - Public Space Repainting				6,700,000			Bonds
CVB Permanent Location (Amador Hotel)	15,000		670,000				Local
Digital Radio System - P25 Radio		3,000,000					Lodgers Tax Fund Bal
Downtown Parking Garage - Design/Construction		884,036					TBD
Downtown Parking Lot 7 Redesign				5,000,000			TIDD, Bonds
East Mesa Public Safety - Furniture, Fixtures & Equipment				25,000			TIDD, Bonds
East Mesa Public Safety Complex - Design/Construct	600,000						SAP, Bonds
East Mesa Recreation Center - Design/Construct	9,138,961						SAP, Bonds, PSDIF
Eastside Center Project		80,000		1,000,000		5,000,000	SAP, Bonds
Fire Department Administration Building - Design/Construct						70,000	ALTSD
Fire Department Administration Building - Furn, Fix, Equip						1,650,000	PSDIF, Bonds
Fire Station 1 - Bathroom Remodel		40,000				165,000	PSDIF, Bonds
Fire Station 1 - HVAC Replacement		300,000					CIR
							CIR, State Fire Fund

CITY OF LAS CRUCES
Capital Improvements Program

FY 2017-22
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Project Title	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (\$)					Source / Cum Total *
	2017	2018	2019	2020	2021	
Fire Station 1 - Exterior Wall Repair		50,000				CIR
Fire Station 2 - Kitchen Remodel (2 counters)		20,000		20,000		State Fire Fund, CIR
Fire Station 3 - Kitchen Improvement		20,000				SAP
Fire Station 3 - Repairs		25,000		30,000		State Fire Fund
Fire Station 4 - Bathroom Remodel		100,000		20,000		CIR
Fire Station 4 - Kitchen Remodel						State Fire Fund
Fire Station 5 - Parking Lot			2,750,000			CIR
Fire Station 9 - Design/Construct			275,000			PSDIF
Fire Station 9 - Furniture, Fixtures and Equipment						PSDIF
Fleet Services - Castaneda Building Roof Replacement		250,000				CIR
Fleet Services - Parking Lot Improvement		280,000				CIR
Food Enterprise and Garden Center		500,000			5,000	Bonds
Frank O'Brien Paper Center - Dry Storage Area Renovation		100,000				Local
Frank O'Brien Paper Center - Roof Replacement		50,000	50,000	50,000	50,000	CIR
Gateway Entry Points Signage	40,000					CIR
General Building Investments	811,896					Bonds
General Building Renovation Program	97,000	750,000	750,000	950,000	900,000	CIR, Bonds
General Facilities Rehabilitation	115,000	300,000	325,000	325,000	325,000	CIR
HVAC Upgrade Program		1,150,000	1,500,000	990,000	1,225,000	CIR
ITS Amador Fiber		500,000				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
Main Street Ballard Project			200,000	50,000		TIDD, Bonds
Meerschheid Rec. Center - Remodel/Expansion				1,800,000		SAP, Bonds
Municipal Court				6,000,000		Bonds
Municipal Operations Center - Fleet				1,200,000		CIR, Bonds
Municipal Operations Center - Transit	42,715	5,750,000	5,750,000		7,000,000	FED, Local, Bonds
Munson/Benavidez - Dumpster Enclosure						Local
Munson/Benavidez - Monument Signs						Local
Munson Outdoor Recreation Area	138,590					ALTTSD
Munson Project						ALTTSD
Museum of Art - Gallery Flooring		300,000	70,000	35,000		SAP, Bonds
Museum of Art - Courtyard Entrance - Redesign/Construct			80,000			Bonds
Museum of Art - Security Cameras		18,000				Local
Museum of Art - Stubco Repair and Exterior Repainting					100,000	SAP, Bonds
Museums - LED Lighting - Exhibit Track Lighting System		7,000				Local
Museums - Collection Storage/MoNAS Expansion/MofArt		7,500,000			45,000	SAP, Bonds
Museums - Pigeon Repellent Devices		2,000				CIR, Local
Museums - Storage						CIR
MV Community of Hope - Camp Hope Bathroom and Showers		100,000				SAP
MV Community of Hope - El Caldito - Front Patio Awning		20,000				SAP
MV Community of Hope - El Caldito - New Vent and Fan System		3,000				SAP
MV Community of Hope - Food Rescue Warehouse		2,700,000	100,000			SAP, CDBG
MV Community of Hope - Flooring		20,000				SAP
MV Community of Hope - Health Facility Phase I		555,000				CDBG, SAP
MV Community of Hope - Health Facility Phase II	561,492	400,000				SAP
MV Community of Hope - Jardin de los Ninos - Kitchen & Laundry		60,000				SAP

CITY OF LAS CRUCES
Capital Improvements Program

FY 2017-22
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Project Title	FUNDED CAPITAL PROJECTS (\$) 2017	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (\$)					Source / Cum Total *
		2018	2019	2020	2021	2022	
MV Community of Hope - Case Management Office Remodel							
Parking Lot Renovation Program	110,000	200,000					SAP
Police Crime Lab - Design/Construct/Props/Equipment		250,000	350,000	300,000	323,000	323,000	CIR
Police Department Main Building Stucco Renovation		6,000,000					SAP, Bonds
Police Department Main Building Briefing Room Renovation		95,000					CIR
Police Department Main Building Supervisor Office Renovation		45,000					CIR
Police Department Main Building Bathroom Renovation		20,000					CIR
Police Department Parking Lot Area Canopy Renovation		125,000					CIR
Police Department Roof Replacement		90,000					CIR
Police/Fire Training Facility - Design/Construct		50,000					CIR
Police/Fire Training Facility - Furniture, Fixtures and Equipment		6,900,000					SAP, FED, Bonds
Public Safety Smart Technologies		2,100,000					Bonds
Public Works Remodel		210,000					Bonds
Railroad Museum - Exterior Repainting		100,000					CIR
Railroad Museum - Reroof					35,000		SAP, Bonds
Rio Grande Theatre - Dressing Room Showers/Laundry		15,000					CIR
Rio Grande Theatre - Front Marquee		30,000					TIDD
Rio Grande Theatre - North Lobby Remodeling		40,000					TIDD
Rio Grande Theatre - Rear Electronic Marquee		20,000					TIDD
Rio Grande Theatre - Safety Improvements		20,000					TIDD
Rio Grande Theatre - Security Equipment		15,000					TIDD
Rio Grande Theatre - Sound Console		15,000					TIDD
Safety, Health, Environmental & Emergency	95,350	600,000	430,000	700,000	700,000	700,000	CIR
Sage Café Project		40,000					ALTSD
Security Access and Locks		50,000					CIR
Sinking Fund		2,000,000	1,000,000				TBD
Streets Building - Roof Repair		8,000					CIR
Traffic Building - Bathroom and Office Remodel		120,000					CIR
Traffic Building - HVAC Upgrades		35,000					CIR
Transit - Maintenance Shop Repairs and Improvements	26,000						CIR
Total Public Works - Facilities Management	29,586,575	55,696,036	14,765,000	30,820,000	18,263,000	18,348,000	FED, Local
TOTAL PUBLIC WORKS	82,637,301	67,331,036	22,965,000	42,235,000	26,873,000	28,343,000	270,384,337
PARKS AND RECREATION							
PARKS							
Alameda and Las Cruces Arroyo Enhancement		1,000,000					Bonds
Albert Johnson Park Improvements	18,793	70,000					PIF, Local
Airplane Remote Control Park	22,201						PIF
Archery Range							PIF
Balfield/Soccer Field Renovations & Upgrades		500,000	125,000	4,200,000	125,000		SAP, Bonds, Local
Benavidez Ball Field				3,200,000			PIF
Burn Lake/Esslinger Park - Additional Phases		125,000					Bonds, SAP
Butterfield Shooting Range							SAP
Chandler Tank Park - Phase I		15,000			375,000		SAP, PIF
Community Gardens		300,000					SAP, FED
Downtown Bathroom Reconstruction							TIDD
Downtown Gateways			250,000				TIDD, SAP, FED, Bond
Public Works							

CITY OF LAS CRUCES
Capital Improvements Program

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Project Title	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (\$)					Source / Cum Total *	
	2017	2018	2019	2020	2021		2022
FUNDED CAPITAL PROJECTS (\$)	2017	2018	2019	2020	2021	2022	
Downtown Projects			100,000				TIDD
East Mesa Public Safety Area Park	50,000	3,450,000					SAP, PIF, Bonds
Future Neighborhood Parks			250,000				PIF
General Park Renovations			275,000	500,000	250,000	1,025,000	SAP, Bonds, Local
Hadley Complex Recreation Rehabilitation				31,500	318,500		SAP, Bonds
Highland Park			400,000				PIF, SAP
Klein Park - Improvements			100,000				SAP, TBD
La Placita Electrical Improvements			200,000				SAP
Lighting Rehab and Upgrades - Sports Fields			1,500,000				SAP, FED, Bonds
Median Landscaping	1,060,000	60,000					Bonds
Metro Verde Neighborhood Parks	1,236,575		80,000				PIF
North Del Rey Neighborhood Park	125,000						PIF
Oro Vista Park	100,000						PIF
Outdoor Swimming Pool Amenities		150,000					SAP, Local
Parks, Sports Fields and Recreation Facilities Enhancement		3,500,000	2,150,000				Bonds
Parking Lot/Pathways			580,000	105,000			SAP, Bonds, Local
Playground/Amenity Renovations/Enhancements			1,275,000	1,125,000			SAP, Bonds, Local
Pueblos at Alameda	50,000						PIF PA
Purple Heart Memorial	7,000	3,000					SAP
Regional Rec & Aquatic Cntr - Ph II - Competitive Pool Construction	6,220,000	3,500,000					SAP, Bonds, Local
Regional Rec & Aquatic Cntr - Ph III - Competitive Pool Enclosure							SAP, Bonds, Local
Regional Rec & Aquatic Center - Phase IV			1,000,000	6,000,000			SAP, Bonds, Local
Special Needs/ ADA Compliant Playground- Young Park							SAP, PIF
Structure Renovations	150,000	75,000					SAP, CIR
Synthetic Turf							SAP
Trail Renovations							SAP
Utilities/Irrigation Upgrades				685,000	125,000		SAP, CIR
Vehicle Remote Control Park			580,000	50,000	65,000		SAP
Veteran's Park - Parking Lot			800,000	200,000	200,000	200,000	SAP, Bonds
Veteran's Park - Plaques							PIF
Veteran's Park - Women Veterans Monument							Bonds
Waterfalls Park				1,200,000			SAP
West Mesa Park						600,000	SAP, PIF
TOTAL PARKS AND RECREATION	10,520,529	14,748,000	8,205,000	17,548,500	1,478,500	1,825,000	54,323,529
TRANSPORTATION							
Transportation - Airport							
Airfield Electrical Vault Rehabilitation	455,000						FED, State, CIR
Airport Maintenance Equipment Storage Facility					1,000,000		FED, State, CIR
Apron Rehabilitation - Construction Phase 1			1,350,000				FED, State, CIR
Apron Rehabilitation - Construction Phase 2				1,750,000			FED, State, CIR
Apron Rehabilitation - Design							FED, State, CIR
Apron Sealing		400,000					State, Local
Rwy 8/26 Extension - Construction		120,000				11,310,000	FED, State, CIR
Rwy 8/26 Extension - EA & Design					500,000		FED, State, CIR
Rwy 8/26 Rehabilitation - Construction			3,360,000				FED, State, CIR
Rwy 8/26 Rehabilitation - Design		631,000					FED, State, CIR
Security Fence/Gates Rehab		200,000					FED, State, CIR
Taxilane Rehabilitation		200,000		50,000	50,000	50,000	Local, Bonds
Public Works							

CITY OF LAS CRUCES
Capital Improvements Program

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Project Title	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (\$)					Source / Cum Total *
	2017	2018	2019	2020	2021	
FUNDED CAPITAL PROJECTS (\$)						
Drill Replacement Wells - NMED Grant	1,250,000	463,500	72,100	491,727	74,263	SAP
Pump Station for Well	70,000					Rates
Pump Station Rehabilitation	410,000					Rates
Reservoir Rehabilitation	15,000					Rates
SCADA Rehabilitation	750,000	787,500	826,875	868,219	911,630	Rates
Street Utility Rehabilitation - Capital Improvements	89,700					NMFA
Street Utility Rehabilitation - NMFA	1,193,750					Bonds
Street Improvement Projects	8,763,000					Bonds
Water Bond Projects 2015						
Total Water Rehabilitation Projects	13,137,529	1,251,000	898,975	1,359,946	985,893	1,463,690
Water Development Projects						
Zone 1 Interconnect Phase B - NMFA	1,560,914					NMFA
Transmission Lines West Mesa - 05 A Bonds	202,500					Bonds
Transmission Lines						Rates
Booster Pump Station New	1,445,000					Rates
East Mesa Water System - 06 Bonds	138,892					Bonds
East Mesa Water System - NMFA 2007	999,833					NMFA
WWTP Laboratory						Bonds
Total Water Development Projects	4,346,939		9,531,058	9,816,990	10,111,499	10,414,845
TOTAL WATER	17,484,468	1,251,000	10,430,033	11,176,935	11,097,392	11,878,535
WASTEWATER						
Lift Station Renovations- WW Capital Improvements	330,000					Rates
Foremain Rehabilitation	200,000	173,476		178,680		Rates
Line Rehabilitation - Extension - WW Capital Improvements	141,100	149,693		154,184		Rates
Line Rehabilitation - Extension - 06 Bonds	30,900	30,900		30,900		Bonds
SCADA Rehabilitation	100,000					Rates
Line & Manhole Rehabilitation - WW Capital Improvements	100,000	103,000		109,273		Rates
Street Utility Rehabilitation - WW Capital Improvements	1,591,350	1,639,091		1,738,911		Rates
Street Improvement Project	1,170,548					Bonds
Wastewater Bond Projects 2015	5,011,438					Bonds
WWTP Rehabilitation	3,226,565	3,323,362		3,525,755		Rates
WWTP Odor Control						Rates
WW Jake Hands Treat Plant Operations	100,000	100,000		100,000		Rates
East Mesa Water Reclamation	225,000	225,000		225,000		Rates
WWTP Primary Clarifier	1,200,000					Bonds
Total Wastewater Rehab Projects	13,426,901	5,740,161	6,062,909	6,062,703	6,399,963	6,404,726
Wastewater Development Projects						
New Interceptors	1,372,000	1,413,160		1,499,221		Impact Fees
Lift Station Upgrade WW	490,000	504,700		535,436		Impact Fees
Septic Systems - WW Capital Improvements (High Priority)	200,000	206,000		218,545		Rates/EGRT
Septic Systems - NMED Grant (Powers Dr & Walls Ave)	171,610					SAP
Septic Systems - NMED Grant (High Priority)	1,054,059	3,214,400		3,410,157		SAP
Septic Systems - NMED Grant (16-0501)	170,000					SAP
Water Reclamation - Lift Station	20,000					Rates
WWTP Laboratory	2,199,050					Bonds

**CITY OF LAS CRUCES
Capital Improvements Program**

FY 2017-22

9/6/2016

Project Title	FUNDED CAPITAL PROJECTS (\$) 2017	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (\$)					Source / Cum Total *
		2018	2019	2020	2021	2022	
EMWR Solar Photovoltaic - 15 Bonds	1,964,000						Bonds
Total Wastewater Development Projects	7,640,719	5,338,260	5,498,408	5,663,360	5,833,261	6,008,259	
TOTAL WASTEWATER PROJECTS	21,067,620	11,078,421	11,561,317	11,726,063	12,233,224	12,412,985	
TOTAL UTILITIES	49,698,088	18,523,841	28,371,602	29,474,668	30,099,426	31,263,394	187,431,010
GRAND TOTAL	148,143,950	105,333,877	68,026,602	102,615,849	70,925,926	75,673,953	570,720,158

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
 Indicates a change from previous CIP

Contract No.	_____
Vendor No.	<u>0000054342</u>
Project No.	<u>MAP-7613(910)</u>
Control No.	<u>L100296</u>

MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2016, between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** ("Department") and the **City of Las Cruces** ("Public Entity").

In consideration of the covenants contained herein and pursuant to Sections 67-3-28 and 67-3-28.2 NMSA 1978 and Commission Policy No. 44-12, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE – PURPOSE:

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage, Traffic Signal Improvements, and Misc. Improvements**. This Project shall be referred to interchangeably as "Project" or "Project Control No. **L100296**." The Project is a joint and coordinated effort for which Department and the Public Entity each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the parties hereto.

SECTION TWO – PROJECT FUNDING BY PARTIES:

1. The total estimated cost for Project Control No. **L100296** is **Three Hundred Thirty Nine Thousand Eight Hundred Dollars and No Cents (\$339,800)** to be funded in proportional share by the Parties as follows:

a. <u>Department’s 75% share shall be</u>	\$254,850
Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage, Traffic Signal Improvements, and Misc. Improvements	
b. <u>The Public Entity’s 25% match share shall be</u>	\$84,950
For the purpose stated in Section One.	
c. <u>The Total Estimated Project Cost</u>	\$339,800
2. The **Public Entity** shall pay all Project costs, which exceeds **Three Hundred Thirty**

Nine Thousand Eight Hundred Dollars and No Cents (\$339,800).

SECTION THREE – THE PUBLIC ENTITY SHALL:

1. Act in the capacity of lead agency for the purpose as described in Section One.
2. Pay all costs, perform all labor and supply all material, except as provided in Section Two of this Agreement, for the purpose as described in Section One for the construction work specified in the plans developed for Project Control No. **L100296**.
3. In the event a contract term extension is needed, provide written notice to the Department sixty (60) days prior to the expiration date identified in Section 19 below to ensure timely processing.
4. Adopt a written Resolution of support for the Project, including an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project, which is attached as **Exhibit C**.
5. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
6. In the event a contractor is hired for the Project, require the contractor to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractor's policy and a certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.
7. Require contractors that the Public Entity hires to perform services to defend, indemnify and hold harmless the Department from and against all suits, actions or claims of any character brought because of injury, including death or damages arising out of contractors' construction or maintenance activities pursuant to this agreement, as memorialized herein and subject to any additional permit that may be required of the contractor to perform said activities.
8. Be responsible for performing or directing the performance of all design and pre-construction activity, including, but not limited to, the following:
 - a. Utility Certification;
 - b. Drainage and storm drain design;
 - c. Geotechnical design;

- d. Pavement design;
 - e. Traffic design;
 - f. Structural design;
 - g. Environmental and archeological clearances Certification;
 - h. Right-of-way maps and acquisition Certification;
 - i. Hazardous substance/waste site(s) contamination investigations;
 - j. Railroad Certification; and
 - k. Intelligent Transportation System (ITS) Certification.
9. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
 10. Cause all designs and PS&E's to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
 11. Design the Project in accordance with **Appendix A**, "Minimum Design Standards", which is hereby incorporated into this Agreement.
 12. Adhere to **Appendix B**, "Minimum Survey and Right of Way Acquisition Requirements", which is hereby incorporated into this Agreement.
 13. Comply with **Appendix C**, "Construction Phase Duties and Obligations", which is hereby incorporated into this Agreement.
 14. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
 15. Prior to Project construction, furnish the Department's District 1 Office "**Certification of the Pre-Construction Contract Phase**" form, which is attached as Certification No. 1.
 16. Within thirty (30) days of completion, furnish the Department's District 1 Office "**Certification of Construction Phase**" form, which is attached as Certification No. 2.
 17. Within thirty (30) days of completion, furnish the Department's District 1 Office the "**AS BUILT Summary of Costs and Quantities**" form, which is attached as Certification No. 3. The report should reflect the total cost of project as stated in "**Certification of Construction Phase**" form.
 18. Failure to timely provide Certifications Nos. 1, 2 and 3, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.

19. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
20. Advertise, let, and supervise the construction of Project Control No. **L100296**.
21. Agree that the Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed between the Public Entity and a contractor by **June 30, 2017**.
22. Maintain all facilities constructed or reconstructed with Project funds.
23. Allow the Department to perform a final inspection of the Project for the purpose of determining if the Project was constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department shall result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.
24. The Public Entity shall complete the Project by **June 30, 2018**. Should this condition not be met, this Agreement shall automatically terminate. Should such termination occur, the Department shall claim reimbursement from the Public Entity of any unexpended funds disbursed in the performance of this Agreement.

SECTION FOUR – THE DEPARTMENT SHALL:

Disbursement(s) to the Public Entity shall be made after receipt of a cover letter requesting disbursement of funds, Notice of Award/Work Order, Notice to Proceed, Estimated Summary of Costs and Quantities, and verification of available funds. All required documents shall include Department Project and control numbers.

SECTION FIVE – BOTH PARTIES AGREE:

1. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department shall be accounted for and disposed of by the Public Entity as directed by the Department.
2. That no money in the Local Government Road Fund shall be used by the Department to administer any program, and no entity receiving a distribution pursuant to a program requiring matching funds shall use another distribution made pursuant to NMSA 1978 Section 67-3-28.2, to meet the match required.

3. That the provisions of the Local Government Road Fund Project Handbook (Current Edition) and any amendments thereto, are incorporated herein by reference and shall control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

SECTION SIX – PROJECT RESPONSIBILITY:

The Improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the Department.

SECTION SEVEN – Public Entity SOLE JURISDICTION:

By reason of the Department's participation in the funding of this Project, the Department is not incorporating this Project into the State Highway System, nor is the Department assuming any maintenance or user responsibility or liability for participation in this Project.

SECTION EIGHT – PEDESTRIAN, BICYCLE, & EQUESTRIAN FACILITIES:

In accordance with Section 67-3-62 NMSA 1978, construction of highways along new alignments or for purposes of substantially widening highways along existing alignments shall consider provisions for pedestrian, bicycle, and equestrian facilities concurrent with the design of the Project.

SECTION NINE – EQUAL OPPORTUNITY COMPLIANCE:

The Public Entity agrees to abide by all applicable Federal and State Laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Public Entity agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Public Entity is found to be not in compliance with these requirements during the life of this Agreement, the Public Entity agrees to take appropriate steps to correct these deficiencies.

SECTION TEN –LEGAL COMPLIANCE

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing. Operations of the workplace, including laws and regulations hereafter enacted. The Public Entity shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

SECTION ELEVEN – THIRD PARTY BENEFICIARY:

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

SECTION TWELVE – NEW MEXICO TORT CLAIMS ACT:

No Provision of this Agreement establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the Department or the Public Entity arising from the performance of this Agreement apart from that set forth in the New Mexico Tort Claim Act, Section 41-4-11 et seq. NMSA 1978.

SECTION THIRTEEN – CONTRACTORS:

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

SECTION FOURTEEN – ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

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

SECTION FIFTEEN – AUTHORIZATION OF EXPENDITURES:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for performance of this Agreement. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement shall terminate upon written notice given by the Department to the Public Entity. The Department is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the Department. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

SECTION SIXTEEN – UNEXPENDED, UNENCUMBERED PROJECT BALANCES:

Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project shall revert to the Department. These balances, if any, shall be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.

SECTION SEVENTEEN – SCOPE OF AGREEMENT:

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

SECTION EIGHTEEN – TERMS OF THIS AGREEMENT:

This Agreement constitutes the entire Agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION NINETEEN – TERM

This Agreement becomes effective upon signature of all Parties. This Agreement terminates on **June 30, 2018**. In the event a contract term extension is needed, the Public Entity shall provide written notice to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

SECTION TWENTY – TERMINATION

1. If the Public Entity fails to comply with any provision of this Agreement, the Department has the option to terminate this Agreement, by providing 30 days written notice.
2. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within one year from the effective date of this agreement.
3. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
4. Neither party shall have any obligation after said date of termination, except as stated in Sections Five, Six and Seven. The Public Entity agrees to reimburse to the Department all unexpended Department funds disbursed in accordance with this Agreement.

SECTION TWENTY-ONE – SEVERABILITY:

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

SECTION TWENTY-TWO – APPLICABLE LAW:

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

SECTION TWENTY-THREE – AMENDMENT:

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

APPENDIX A
Minimum Design Standards

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

APPENDIX B

Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown.
Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61023-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies), shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public Entity** or contracted (fee) appraisers shall not be used unless fully qualified.

11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations.
In no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.
12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

APPENDIX C

Construction Phase Duties and Obligations

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

CERTIFICATION NO. 1

CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L100296

Project No. MAP-7613(910)

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

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity**(including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of -way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S Right of Way Handbook (Current Edition)] Local Public Agencies**, and Appendix B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):
 - ___ a. have been relocated
 - ___ b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in A Policy on Geometric Design of Highways and Streets, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S New Mexico Traffic Survey and Standards**, (Current Edition).

9. That no angle parking has been provided in this Project.
10. That the **Public Entity** has completed a (check, which of the following conditions exists):
 - _____ a. 20 year pavement design; or
 - _____ b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.
11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S** Drainage Manual.
12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S** Drainage Policy and Administrative Memorandum (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.
13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S** Action Plan, (Current Edition).
14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S** Action Plan, (Current Edition).
15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):
 - a. Lighting;
 - b. signalization;
 - c. storm sewer and lift station;
 - d. landscape;
 - e. road exchange; and
 - f. any other applicable agreements.
16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Appendix A.
17. That this certification procedure has been executed prior to advertisements for contract bids or commencement of this Project.

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

City of Las Cruces

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 1 to:

**District LGRF Coordinator
Department of Transportation**

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L100296

Project No. MAP-7613(910)

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

Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Appendix A.
3. That all work in Control No. **L100296** was performed in accordance with the Agreement.
4. That the total Project cost of _____, with New Mexico Department of Transportation "**DEPARTMENT**" 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on _____ of _____, 20[#]

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

City of Las Cruces

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 2 to:

District LGRF Coordinator, Department of Transportation



1102 Lorrain St.
Austin, TX 78704
(512) 585-8592

Sascha@adaptationinternational.com
www.adaptationinternational.com

Lisa LaRocque
Sustainability Officer
Public Works
Facilities Management
Direct: [575.541.2177](tel:575.541.2177)
llarocque@las-cruces.org

August 1st, 2016

Dear Ms. LaRocque,

As part of the City of Las Cruces' active participation in the National Oceanic and Atmospheric Administrative project, *"Using critical thresholds to customize climate projections of extreme events to user needs and support decisions"* (Award number: NA14OAR4310248) ***you have been awarded up to \$15,000 to complete a project that helps build resilience to changing climate conditions and extreme weather events.***

On behalf of the project team, Adaptation International is happy to provide this funding in support of the *"Preparing for Extreme Weather Events in the City of Las Cruces"* project. This pilot project is a great way to: save the City of Las Cruces money by reducing water use around the community center where the cisterns are going to be installed; demonstrate City leadership by taking a proactive step to prepare for future extreme weather events; and identify places where green infrastructure can be built into future street rehabilitation efforts in low-income areas of the community. Ultimately, these project will increase the urban tree canopy, decrease the urban heat island effect, and help the community be better prepared for extreme heat events in the future.

We look forward to seeing the final results of the project at the end of the year.

Sincerely,

A handwritten signature in black ink that reads "Alexander Petersen".

Alexander Petersen
Adaptation International

Preparing for Extreme Weather Events in the City of Las Cruces

As a southwestern desert city, Las Cruces is no stranger to extreme heat or drought conditions. This season's extreme heat events over 100°F and 105°F are projected to become more frequent and last longer. Precipitation patterns will remain highly variable with more pronounced drought and heavy monsoons. According to the National Oceanic and Atmospheric Administration (NOAA) funded analysis of climate projection for Las Cruces, the City has learned:

- There will be many more days per year with maximum temperature above 95, 100 and 105°F and nights above 80°F (currently virtually non-existent);
- There will be many more hours per year when air conditioning is required and evaporative coolers will become less effective;
- Average summer precipitation, while continuing to be highly variable from year to year, shows no long-term trend and a continuing risk of very dry years similar to historical period;
- There will be a slight increase in the number of days per year with more than 2.5 inches of rain in 24 hours.

When one considers current socio-economic and environmental conditions in Las Cruces, the above projections are likely to have a severe impact on low and moderate income neighborhood areas. As shown in illustration 1 below, areas with concentrations of 40% or more households in poverty tend to be in older, central neighborhoods near downtown, and near the university campus. The City's report, the *Las Cruces Consolidated Plan*, to Housing and Urban Development (HUD) in 2016, describes the housing stock conditions in this area:

A substantial portion of the single family and rental homes in Las Cruces are over 30 years old. They often need basic health and safety improvements to keep the older housing stock viable. Many homes need expensive system replacement such as new roofs, mechanical systems, plumbing, and electrical systems. Additionally, many homes lack energy efficiency improvements such as insulation, energy star heating and water heating systems, thermal windows, and weather stripping that will lower operating costs and make the homes more affordable to residents with limited income. (p.119)

The City's limited shade canopy, (currently 4.5%), is not sufficient to help buffer extreme heat events in these neighborhoods. The central neighborhoods near downtown are made up of asphalt roads, narrow sidewalks, and cinderblock constructed homes with minimal landscaping. The City has tried to donate trees to a few of these neighborhoods, but residents failed to participate because of water and other maintenance costs.

The Urban Heat Island Effect shown in Illustration 2 - where urban structures absorb heat and increase the air temperature in the area - also exacerbates these extreme heat events. With the projected increases in temperature and limited precipitation, (often coming in large deluges in a short period), this area can anticipate little respite from the heat.

The Extreme Weather Event Meetings and localized climate projections that were developed as part of the project funded by the National Oceanic and Atmospheric Administration (NOAA), has not only increased awareness of these projected changes, but brought attention to important steps the City of Las Cruces needs to make to increase its climate resilience.

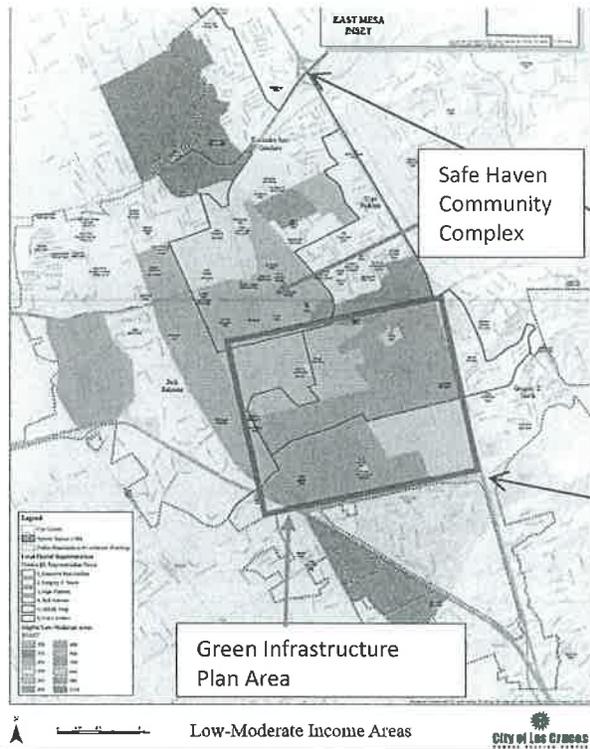


Illustration 1: Low and Moderate Income Neighborhoods in Las Cruces

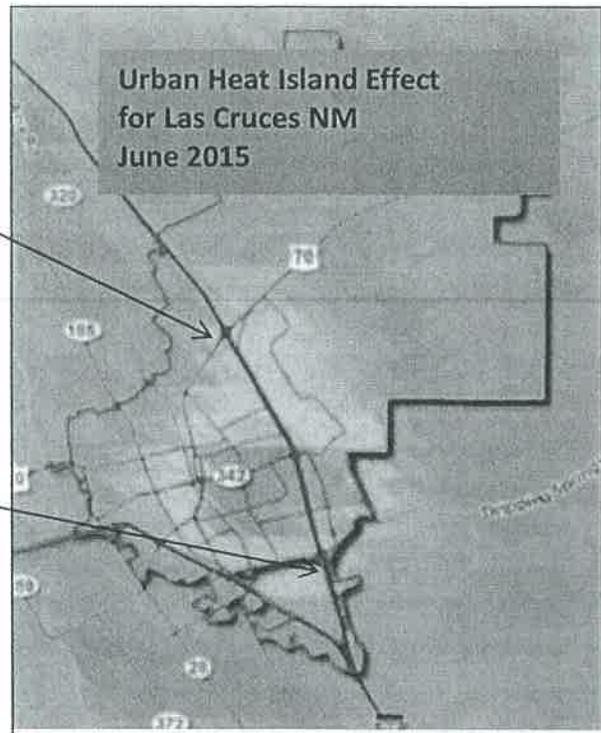


Illustration 2: Urban Heat Island Effect in Las Cruces

By finding solutions to serve the neighborhoods most impacted by these climatic trends, the City is creating an equitable model of best practices for the region that will provide both immediate and long-term benefits. Specifically, the City proposes to:

1. Develop and install a demonstration cistern project with gravity fed irrigation; and
2. Create a green infrastructure conceptual plan.

1. Develop and Install a demonstration cistern project with gravity fed irrigation

The Safe Haven Community Center Complex is in the heart of the low-moderate neighborhood described above. (Location shown in Illustration 1.) Families dropping off youth for programs visit daily. Youth are engaged in many City programs including Keep Las Cruces Beautiful and a participatory community mapping exercises to collect narrative and photos of concerns in the neighborhood. There is also a special gardening project along the walkway to the building.

The Sustainability Office sees this as an opportunity to demonstrate low-tech solutions to neighborhood residents that will increase shade, address water shortages, and decrease utility bills as a result of increasing temperatures and erratic precipitation patterns.

The City will contract a local consultant to install two 3'x7' galvanized cisterns with a total storage capacity of over 700 gallons and 130' of gutters to harvest water from this 2600 square foot building. The City's Landscape Architect will design and oversee a local contractor's installation of an irrigation system channeling water from the cisterns to new shade trees and other drought tolerant landscaping around the building. Regular maintenance will be provided by the City.

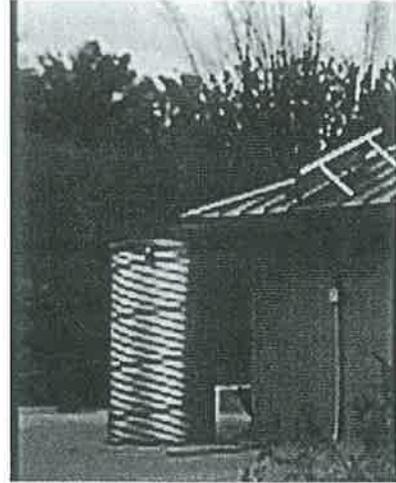


Photo: Example of galvanized cistern to harvest rain-water from roofs.

A bilingual interpretive sign will help visitors understand the function and value of the low-tech water harvesting tool with costs and water saving calculations. The Sustainability Office will provide Safe Haven youth with a series of math and graphing exercises on water harvesting and tree growth to help illustrate the value of the investment. An infrared thermometer will be available to measure microclimates and the amelioration of the urban heat island effect. Youth will be encouraged to write up their findings in City publications and at presentations to Council. The City will highlight this and other strategies to address climate change impacts at the City's water conservation educational programs. Press releases about the installation will be distributed broadly as well as targeted to local gardening and environmental groups.

2. Create a green infrastructure conceptual plan

Green infrastructure (GI) is defined by the US Environmental Protection Agency as a set of products, technologies and practices that use natural systems, or constructed systems that mimic natural processes to improve overall environmental quality and provide public services. Green stormwater infrastructure can support improved human health and air quality, reduced energy demand, increased carbon storage, increased property values of up to 30 percent, increased recreation space, reduced ambient temperatures, flood prevention, and additional habitat for wildlife. When applied to the 4-square mile area in the low and moderate income neighborhoods, (see illustration 1), this large scale effort can also lessen the impacts of extreme heat events, the heat island effect, and both extreme precipitation events and potential extended periods of drought. Current stormwater management or gray infrastructure is ill-equipped to address either of these weather extremes because it treats water as a nuisance rather than a resource.

The first step in shifting to a climate adaptive strategy such as green infrastructure is to create a conceptual plan for the affected neighborhoods. This plan will provide a necessary placeholder to complement road rehabilitation projects slated in the next five years. It provides a cost estimate for budgeting and offers details on where to install the green infrastructure if grant funding becomes available.

The City plans to contract Watershed Management Group (WGM) out of Tucson to design a four-square mile conceptual plan for the low-income communities most impacted by the urban heat island effect. WGM is highly respected for their technical expertise and experience in green infrastructure in the southwest and has an established relationship with the City.



Photo: Example of bump out or chicane that harvests stormwater from the street to irrigate shade trees.

WGM will be asked to evaluate the area for constructability and costs including hydrologic analysis, geotechnical and infiltration testing, preparation of probable costs, and other tasks as necessary to determine project impact, benefit, cost, and constructability. WGM will prepare a scale map and other renderings, as needed. City staff will discuss project progress and provide feedback at 30 and 60 percent design development benchmarks. The 30 percent review will include a site visit.

Given the narrow sidewalks and limited right-of-way's in these neighborhoods, the City is recommending bump outs or chicanes. The purpose of a chicane is to collect and infiltrate stormwater flowing along street curbs, calm traffic, and provide shade for pedestrian pathways and neighboring homes. According to several studies, GI has been shown to increase tree growth by 30 percent and remove hydro-carbons found in stormwater traveling over roadways.

Further Climate Change Work

As a complimentary effort, the Sustainability Office is working on a Participatory Mapping Project with low and moderate income neighborhoods. As mentioned above, youth at Safe Haven are one of the groups of residents involved in collecting pictures and narratives describing concerns in the area. Residents are given prompts about housing, transportation, public spaces, weather, food and other sustainability, health and equity indicators. The Sustainability Office anticipates using this data to highlight conditions that might enhance residents' quality of life, and incorporate climate change trends. As residents look at patterns of concerns, these trends will be shared with Council.

The Sustainability Office hopes to elevate residents' concerns to further adaptation strategies in these areas. The demonstration cisterns and other green infrastructure designs will provide tangible examples of adaptation strategies and help increase support for further implementation.

Timetable						
DEMONSTRATION CISTERN	Deliverable	Sept.	Oct.	Nov.	Dec.	
Facilities Management develops a contract for installation of 130' of gutters and two 3'x7' corrugated metal cisterns	Copy of contract					
Contractor orders materials and installs structures	Photo of completed project					
City Architect develops landscaping plan	Landscape plan					
City Architect oversees landscaping planting and irrigation system	Photo of completed project					
Sustainability office designs and orders bilingual signage	Sign mock up					
Sustainability office publicizes project and provides educational materials	Press release					
GREEN INFRASTRUCTURE CONCEPTUAL PLAN		Sept.	Oct.	Nov.	Dec.	
Facilities Management develops contract for conceptual plan development with WMG	Copy of contract					
Consultant provides 30% Design Development documents	30% plan					
Consultant checks plan at site visit and receives input from City						
Consultant submits 60% Design Development documents	60% plan					
Consultant provides final plan	final plan					

Budget		
DEMONSTRATION CISTERN		
Two 3'x7' galvanized cisterns	\$1700	
Gutters (130 feet)	\$1300	
Concrete pad	\$200	
Installation of cistern and landscaping	\$1500	
Landscaping	In-kind	
Signage	\$300	
<i>subtotal</i>		\$5000
GREEN INFRASTRUCTURE CONCEPTUAL PLAN		
Contract with Watershed Management Group	\$10,000	
		\$10,000
Total requested		\$15,000