City of Las Cruces®
PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 5 Ordinance/Resolution# 17-099

For Meeting of _____ (Ordinance First Reading Date)

For Meeting of November 21, 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 A GRANT AWARD; TO RATIFY THE CITY MANAGER'S OR MAYOR'S SIGNATURE ON THE CONTRACT AGREEMENT; AND TO AMEND THE CITY'S ADOPTED FY2017 BUDGET AND, AS APPLICABLE, THE FY2017 CAPITAL IMPROVEMENT PLAN (CIP) FOR THE FOLLOWING: PROJECT NAME: TRAFFIC SYSTEM NETWORK IMPROVEMENTS LEGISLATIVE APPROPRIATION 16-A2565; GRANTING AGENCY: THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT); TOTAL GRANT AWARD OF $100,000.00.

PURPOSE(S) OF ACTION:

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

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

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.

(Continue on additional sheets as required)

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 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", CIP.
5. Exhibit "D", Grant Agreement.

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: 4100 in the amount of $100,000.00 for FY2017.
	No	☐	There is no new revenue generated by this action.

BUDGET NARRATIVE

Grant funds in the amount of $100,000.00, will be deposited into Fund 4100, (Capital Projects Reimb Grants), under project number 11562 to be used to provide traffic signal connectivity through fiber optic infrastructure from Willoughby Ave to south of Picacho Ave.

(Continue on additional sheets as required)

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Capital Projects Reimb Grants	45110013-802000-11562	$100,000.00	$100,000.00*	$0.00	N/A

* Pending approved budget adjustment.

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the resolution to accept the grant agreement presented and adjust the City's FY2017 budget and FY2017 CIP, as applicable.
2. Vote "No"; this will not approve the resolution to accept the grant agreements presented and return the funds to the granting agency.
3. Vote to "Amend"; will delay the process of spending the grant funds within the predetermined grant schedule and require direction to staff.
4. Vote to "Table"; this will impact the implementation of the grant agreement, 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 November 21, 2016 (Adoption Date)

TITLE: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD; TO RATIFY THE CITY MANAGER'S OR MAYOR'S SIGNATURE ON THE CONTRACT AGREEMENT; AND TO AMEND THE CITY'S ADOPTED FY2017 BUDGET AND, AS APPLICABLE, THE FY2017 CAPITAL IMPROVEMENT PLAN (CIP) FOR THE FOLLOWING: PROJECT NAME: TRAFFIC SYSTEM NETWORK IMPROVEMENTS LEGISLATIVE APPROPRIATION 16-A2565; GRANTING AGENCY: THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT); TOTAL GRANT AWARD OF $100,000.00.

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

DEPARTMENT	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact		X2281	11-2-16
Department Director		x 2080	11/3/16
Other		2048	11-3-16
Assistant City Manager /CAO Management & Budget Manager		2078 2085	11-8-2016 11-7-16
Assistant City Manager/COO		2506	11-9-16
City Attorney		EXT 2128	15 NOV 2016
City Clerk		X2115	11-15-16

Rev. 8/2011

RESOLUTION NO. 17-099

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD; TO RATIFY THE CITY MANAGER'S OR MAYOR'S SIGNATURE ON THE CONTRACT AGREEMENT; AND TO AMEND THE CITY'S ADOPTED FY2017 BUDGET AND, AS APPLICABLE, THE FY2017 CAPITAL IMPROVEMENT PLAN (CIP) FOR THE FOLLOWING: PROJECT NAME: TRAFFIC SYSTEM NETWORK IMPROVEMENTS LEGISLATIVE APPROPRIATION 16-A2565; GRANTING AGENCY: THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT); TOTAL GRANT AWARD OF $100,000.00.

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", 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)

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

GRANT ACCEPTANCE SUMMARY

Exhibit #: **D**

Grant Title: **Traffic System Network Improvements**

Department: Transportation -- Streets

Grant/Agreement #: 16-A2565 *Grant Type:* State Capital

Granting Agency: New Mexico Department of Transportation (NMDOT)

Grant Amount: $ 100,000.00 *Cash Match Amount:* $ 0.00

Total Grant Project Amount: $ 100,000.00 *In-Kind Match Amount:* $ 0.00

Grant Start Date: 09/30/2016 *Grant End Date:* 06/30/2020

Grant Agreement Signer Authority: ☑ *City Manager* ☐ *Mayor*

CIP Project Amendment Needed: ☑ *Yes* ☐ *No*

Use of Funds Description:

The City was awarded Legislative Appropriation 16-A2565 funding through State of New Mexico Severance Tax Bonds through NMDOT in the amount of $100,000.00, with no local match required. Funds will be used to plan, design, construct, purchase, and install traffic system network improvements in Las Cruces. Specifically the funds will be used to provide traffic signal connectivity through fiber optic infrastructure on Main Street from Willoughby Ave. to just south of Picacho Ave. This project will amend the CIP.

CITY OF LAS CRUCES

Exhibit "B"

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2016-17

	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	423,256	0	423,256
State Grants	3,793,473	5,062,843	100,000	5,162,843
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Operating Transfers In	0	0	0	0
Total Revenues	3,936,773	5,486,099	100,000	5,586,099
TOTAL RESOURCES	$ 4,215,825	5,765,151	100,000	5,865,151
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	567,635	100,000	667,635
Parks & Recreation	677,960	634,672	0	634,672
Community Development	0	0	0	0
Community & Cultural Services	166,000	204,590	0	204,590
Public Works	2,548,052	3,800,418	0	3,800,418
Legislative Reserve	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Expenditures	$ 3,936,773	5,232,315	100,000	5,332,315
Accrual Adjustments	0	0	0	0
ENDING BALANCE	$ 279,052	532,836	0	532,836
Required Reserve:				
State Required 1/12th				
Local CLC 1/12th				
UN-RESERVED BALANCE	$ 279,052	532,836	0	532,836

BUDGET ADJUSTMENT REQUEST (BAR)

80

Department and Section	Permanent or Temporary	EXHIBIT "B"
Transportation/Streets & Trafic	Temporary	Council/Board Resolution No.

Justification for Request

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD; TO RATIFY THE CITY MANAGER'S OR MAYOR'S SIGNATURE ON THE CONTRACT AGREEMENT; AND TO AMEND THE CITY'S ADOPTED FY2017 BUDGET AND, AS APPLICABLE, THE FY2017 CAPITAL IMPROVEMENT PLAN (CIP) FOR THE FOLLOWING: PROJECT NAME: TRAFFIC SYSTEM NETWORK IMPROVEMENTS LEGISLATIVE APPROPRIATION 16-A2565; GRANTING AGENCY: THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT); TOTAL GRANT AWARD OF $100,000.00.

MUNIS Comment: TRAFFIC SYSTEM NETWORK IMP

Erika Jaquez	541-2102	FY 2017	11/4/2016
Prepared by	**Phone No.**	**FY to be Adjusted**	**Date**

Fund	Org	Object	Project	Object Name	Increase $	Decrease $
4100	45110013	599200	11562	STATE GRANTS	100,000	
4100	45110013	802000	11562	ROADS AND STREETS CONSTRUCTION	100,000	
				Totals	$200,000	$0

By signing, I verify balances and accounts are available in MUNIS.	*For use by Administration and Office of Mgmt & Budget*
Administrator / Manager — Date	**Audrey Evins, CPA, CFE, Interim ACM/CAO** — Date
Director — Date	**Daniel Avila, PE, ACM/COO** — Date
For use by Office of Mgmt & Budget *Revised 08/26/2016*	**David Dollahon, AICP, Interim City Manager** — Date
Budget Adjustment Number / **Posted By** / **Date**	**Budget and Grant Manager** — Date
Period: **JE#**	

CITY OF LAS CRUCES
Capital Improvements Program
FY 2017-22
11/21/2016

Project Title	FUNDED CAPITAL PROJECTS ($) 2017	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN ($) 2018	2019	2020	2021	2022	Source / Cum Total *
DEPARTMENTS							
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	261,600						Bonds
6th Street - Picacho Ave to Hadley Ave	700,000						Bonds
Amador/Melendres Signal	550,000						State
Bellamah Drive - Lees to Luna St.					825,000		Local
Bencomo Lane - Clark Rd to western dead end					110,000		Local
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	50,000	Sales Tax, Flood Control
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 LC00130Main-Univ	500,000						State
El Paseo/Idaho Intersection Improvements						948,000	Local
El Prado Ave. - Brown Rd to Melendres	295,200						Bonds
Ethel Ave-Alameda Blvd to Miranda					350,000		Local
Evelyn Street p Madrid Ave to Ash St					655,000		Local
Farney Lane - Espina to Main	205,000						State, Bonds
Flood Control Infrastructure				140,000	160,000	360,000	Flood Control
Hadley Ave. - Reymond St to Mesilla St	475,000						Bonds
Hadley Ave. - Water to Armijo	522,600						Bonds
Jody Drive - Richard Dr to Karen Ave	250,000						Bonds
Karen Drive - Dona Ana Rd to east end	375,000						Bonds
Land Acquisition - Flood Control Property		50,000	50,000	50,000	50,000	50,000	Flood Control
Lavender Drive - Elks to South side of Sandhill Arroyo	248,400						State, Bonds
Lees Drive - Idaho to Montana	522,600						Bonds
Madrid Ave Extension - Martha to Triviz	700,000						Bonds
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				Bonds
Melendres Ave - Hadley to Las Cruces	482,760						Bonds
Mesquite/Tornillo Drainage			1,630,000				Bonds
Metro Verde Voluntary Assessment District-Phase I							
1. Sanitary Sewer Infrastructure	740,984						Bonds

CITY OF LAS CRUCES
Capital Improvements Program
FY 2017-22
11/21/2016

Project Title	FUNDED CAPITAL PROJECTS ($) 2017	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN ($) 2018	2019	2020	2021	2022	Source / Cum Total *
2. Sonoma Rach Blvd Mile 2: Peachtree to Arroyo	2,913,374						Bonds
3. Arroyo Rd: Red Hawk to Jornada Blvd	1,903,234						Bonds
4. Red Hawk Golf Rd: N.Bound. Metro Verde S.P1E 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					Bonds
Midway Ave- Gas Line Rd to Mesa Dr				240,000			Bonds
Miranda Ave- Parker Rd to Palmer Rd	500,000						Bonds, State Tax, Flood Control
Missouri Ave/Triviz Dr/Don Roser Improvements	900,000						State Tax, Flood Control
Nemesh-North of Magees	155,000						Sales Tax, Flood Control, SAP
Overlays (various)	1,412,500		500,000	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	3,250,000	State Tax, Flood Control
Pavement Replacement (various)	1,412,500		500,000	500,000	500,000	500,000	State Tax, Flood Control
Peachtree - Holman to Porter				180,000			Local
Pettes Blvd-Mesa to Stewards	522,000						Bonds, State Tax, Flood Control
Pinon Ave- Mesquite to Almendra St	270,000						Bonds
Richard Drive- Dona Ana Rd. to east end	450,000						Bonds
Rigsby Rd - Barker to Valley Dr				295,000			Local
Rigsby/Valley Drainage Pond	952,707	1,300,000					Flood Control
Roadrunner Parkway-Golf Club Road Traffic Signal	466,000						Bonds, Sales Tax, State
Roadrunner Parkway-US 70 to Settlers Pass	2,100,000				1,260,000	2,500,000	Bonds
Solano Drive ADA-Cactus to Mulberry	176,360						Sales Tax, State
Solano Drive ADA- Mulberry to Madrid	160,000						Sales Tax, State, Flood Control
South Main Street Reconstruction - Avenida de Mesilla to Boutz	3,730,000						Bonds
Sweet St - Hadley Ave to Hayner St						207,000	Local
Tashiro Road Improvements - Valley Dr to Motel Drive				1,850,000			Bonds
Terry Drive - Jody to Richard	267,000						Bonds
University - Complete Street							Bonds
Unpaved Roads	250,000	250,000	250,000	250,000	250,000	250,000	Sales Tax
Utah Ave - El Paseo to Mesquite	350,000						Bonds
Valley Drive (South) Reconstruction - Avenida de Mesilla to Boutz				2,920,000			Bonds
Van Patten Ave - Alameda Blvd to Melendres				540,000			Bonds
Weather Stations	225,225						SAP, Local
Willow St-San Juan Ave to Las Cruces Arroyo	70,903						Bonds
Wyatt Drive - El Paseo to Main St							Flood Control, HHGRT Bonds
Total Public Works-Streets and Flood Control	**43,070,712**	**8,750,000**	**7,200,000**	**10,915,000**	**8,110,000**	**8,765,000**	
Public Works-Bicycles and Pedestrians							
Las Cruces Dam Trail System	466,980						FED, CIR, SAP
Paths and Trails, Citywide Multiuse		500,000					Bonds
Total Public Works-Bicycles and Pedestrians	**466,980**	**500,000**	**-**	**-**	**-**	**-**	
Public Works-Sustainability							
Citywide Building Lighting Retrofit	100,000						Bonds

CITY OF LAS CRUCES
Capital Improvements Program
FY 2017-22
11/21/2016

Project Title	FUNDED CAPITAL PROJECTS ($) 2017	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN ($) 2018	2019	2020	2021	2022	Source / Cum Total *
Citywide LED Streetlight Retrofit	1,500,000						Bonds
Citywide Residential Lighting Retrofit		1,800,000					Bonds
Energy Efficiency Projects		500,000	500,000	500,000	500,000	500,000	CIR, Bonds
Local Energy Efficiency Performance (LEEP) Program	3,051,394						Bonds
Solar Energy Photo Voltaic Projects	4,400,000						Bonds
Total Public Works-Sustainability Projects	**9,051,394**	**2,300,000**	**500,000**	**500,000**	**500,000**	**500,000**	
Public Works-Facilities Management							
Amador Hotel - Ceiling Asbestos Remediation							TRUE
Amador, The	6,500,000						SAP, Bonds
Amador Hotel	1,218,500						SAP
Amador Hotel - Ceiling Asbestos Remediation	100,000						HHGRT, TIDD
Art in Public Places	30,000						CIR
Benavidez Community Center Project		150,000	100,000		75,000		ALTSD
Boxing Club - Roof Replacement		70,000					CIR
Branigan Cultural Center - Asbestos Removal & Ceiling Repl.				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 - Re-glaze 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 Re-carpet		50,000					Local, Bonds
Branigan Library - Expansion - Phase 2		2,500,000					Bonds
Branigan Library - Exterior Repainting				200,000			CIR
Branigan Library - First Floor Re-carpeting	40,000	150,000					SAP, CIR
Branigan Library - Interior Repainting					100,000		CIR
Branigan Library - Monument Signs			30,000				Local
Branigan Library - New Branch						7,500,000	SAP, Bonds
Branigan Library - Parking Lot Resurfacing and Repainting		350,000					CIR
Branigan Library - Sliding Window		25,000					Local
Caboose - Lead Paint/Asbestos Abatement	25,000	20,000					FLCM, SAP, CIR
Castañeda Bldg./Welding Shop/Svs Station - HVAC Upgrades		130,000					CIR
Castañeda Bldg - IT Generator		200,000					CIR
Central Kitchen - Design/Construction				5,000,000			ALTSD, SAP, Bonds
Cinematic Infrastructure and Soundstage	980,071	5,000,000					SAP, Bonds, HHGRT
City Building Roof Replacement Program		325,000	325,000	325,000	325,000	325,000	CIR
City Clerk's Office Remodel		65,000					CIR
Convention Center Expansion - Phase I	9,000,000						Bonds
Convention Center Expansion - Phase II			670,000	6,700,000			Bonds
Convention Center - Public Space Repainting	15,000						Local
CVB Permanent Location (Amador Hotel)		3,000,000					Lodgers Tax Fund Balance

CITY OF LAS CRUCES
Capital Improvements Program
FY 2017-22
11/21/2016

Project Title	FUNDED CAPITAL PROJECTS ($) 2017	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN ($) 2018	2019	2020	2021	2022	Source / Cum Total *
Downtown Parking Garage - Design/Construction				5,000,000			TIDD, Bonds
Downtown Parking Lot 7 Redesign				25,000			TIDD, Bonds
East Mesa Public Safety - Furniture, Fixtures & Equipment	650,000						SAP, Bonds
East Mesa Public Safety Complex - Design/Construct	9,138,961						SAP, Bonds , PSDIF
East Mesa Recreation Center - Design/Construct				1,000,000	5,000,000		SAP, Bonds
Eastside Center Project		80,000			70,000		ALTSD
Fire Department Administration Building - Design/Construct					1,650,000		PSDIF, Bonds
Fire Department Administration Building - Furn,Fix,Equip					165,000		PSDIF, Bonds
Fire Station 1 - Bathroom Remodel		40,000					CIR
Fire Station 1 - HVAC Replacement		300,000					CIR, State Fire Fund
Fire Station 1 - Exterior Wall Repair		50,000					CIR
Fire Station 2 - Kitchen Remodel (2 counters)				20,000			State Fire Fund, CIR
Fire Station 3 - Kitchen Improvement	20,000						SAP
Fire Station 3 - Repairs				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 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
Fire Station Equipment	250,000						SAP
Fleet Services - Castaneda Building Roof Replacement		250,000					CIR
Fleet Services - Parking Lot Improvement		280,000					CIR
Food Enterprise and Garden Center		500,000					Bonds
Frank O'Brien Papen Center - Dry Storage Area Renovation					5,000		Local
Frank O'Brien Papen Center - Roof Replacement		100,000					CIR
Gateway Entry Points Signage	40,000	50,000	50,000	50,000	50,000	50,000	CIR
General Building Investments	811,896						Bonds
General Building Renovation Program		750,000	750,000	950,000	900,000	900,000	CIR, Bonds
General Facilities Rehabilitation	97,000	300,000	325,000	325,000	325,000	325,000	CIR
HVAC Upgrade Program	115,000	1,150,000	1,500,000	990,000	1,225,000	1,225,000	CIR
ITS Amador Fiber		500,000					SAP
JU - A Mountain Microwave Link		30,000					TBD
Main Street Bollards Project				50,000			TIDD, Bonds
Meerscheidt Rec. Center - Remodel/Expansion			200,000	1,800,000			SAP, Bonds
Municipal Court				6,000,000			Bonds
Municipal Operations Center - Fleet				1,200,000	7,000,000	7,000,000	CIR, Bonds
Municipal Operations Center - Transit	42,715	5,750,000	5,750,000				FED, Local, Bonds
Munson/Benavidez - Dumpster Enclosure					10,000		Local
Munson/Benavidez - Monument Signs					10,000		Local
Munson Outdoor Recreation Area	139,590						ALTSD
Munson Fitness Room		300,000					ALTSD
Munson Project		300,000	70,000	35,000			SAP, Bonds
Museum of Art - Gallery Flooring			80,000				Bonds
Museum of Art - Courtyard Entrance - Redesign/Construct					100,000		Local
Museum of Art - Security Cameras		18,000					CIR

CITY OF LAS CRUCES
Capital Improvements Program
FY 2017-22
11/21/2016

Project Title	FUNDED CAPITAL PROJECTS ($) 2017	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN ($) 2018	2019	2020	2021	2022	Source / Cum Total *
Museum of Art - Stucco Repair and Exterior Repainting					45,000		Local
Museums - LED Lighting - Exhibit Track Lighting System		7,000					SAP, Bonds
Museums - Collection Storage/MoNaS Expansion/MofArt		7,500,000					CIR, Local
Museums - Pigeon Repellent Devices		2,000					CIR
Museums - Storage					10,000		CIR
Parking Lot Renovation Program	110,000	250,000	350,000	300,000	323,000	323,000	CIR
Police Crime Lab - Design/Construct/Props/Equipment		6,000,000					CIR
Police Department Main Building Stucco Renovation		95,000					CIR
Police Department Main Building Briefing Room Renovation		45,000					CIR
Police Department Main Building Supervisor Office Renovation		20,000					SAP, FED, Bonds
Police Department Main Building Bathroom Renovation		125,000					Bonds
Police Department Parking Lot Area Canopy Renovation		90,000					TBD
Police Department - Roof Replacement		50,000					Bonds
Police/Fire Training Facility - Design/Construct		6,900,000					CIR
Police/Fire Training Facility - Furniture, Fixtures and Equipment		2,100,000					SAP, Bonds
Public Safety Regional Communication System Improvements		884,036					Local, SAP
Public Safety Smart Technologies		210,000					Bonds
Public Safety Vehicles		250,000	250,000	250,000	250,000	615,000	PSIF
Public Works Remodel		100,000					CIR
Railroad Museum - Exterior Repainting					35,000		SAP, Bonds
Railroad Museum - Reroof					10,000		CIR
Safety, Health, Environmental & Emergency	95,350	600,000	430,000	700,000	700,000	700,000	CIR
Sage Café Senior Center Multipurpose Room		400,000					ALTSD
Sage Café Project		40,000			30,000		CIR
Sage Café Senior Center Multipurpose Room		400,000					SAP
Security Access and Locks		50,000					TBD
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						FED, Local
Transit - MVITT Finish room, Signage & Kiosks Projects	126,400						FTA, Local
Total Public Works-Facilities Management	**29,571,483**	**51,203,036**	**14,915,000**	**31,070,000**	**18,513,000**	**18,963,000**	
PARKS AND RECREATION							
Parks							
Alameda and Las Cruces Arroyo Enhancement		1,000,000					Bonds
Albert Johnson Park Improvements		70,000					PIF, Local
Airplane Remote Control Park	18,793						PIF
Archery Range	22,201						PIF
Ballfield/Soccer Field Renovations & Upgrades			125,000	4,200,000	125,000		SAP, Bonds, Local
Benavidez Ball Field		500,000					PIF

CITY OF LAS CRUCES
Capital Improvements Program
FY 2017-22
11/21/2016

Project Title	FUNDED CAPITAL PROJECTS ($) 2017	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN ($) 2018	2019	2020	2021	2022	Source / Cum Total *
Burn Lake/Esslinger Park - Additional Phases				3,200,000			Bonds, SAP
Butterfield Shooting Range		125,000					SAP
Chandler Tank Park - Phase I					375,000		SAP, PIF
Community Gardens		15,000					SAP, FED
Downtown Bathroom Reconstruction		300,000					TIDD
Downtown Gateways			250,000	250,000			TIDD, SAP, FED, Bonds
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	300,000	400,000	540,000				PIF, SAP
Klein Park - Improvements	194,642	100,000	200,000				SAP, TBD
La Placita Electrical Improvements	25,000						SAP
Lighting Rehab and Upgrades - Sports Fields		1,500,000					SAP, FED, Bonds
Median Landscaping	1,060,000	60,000	80,000				Bonds
Metro Verde Neighborhood Parks	1,236,575						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						SAP, Bonds, Local
Regional Rec & Aquatic Cntr- Ph III - Competitive Pool Enclosure		3,500,000					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	150,000	75,000					SAP, PIF
Structure Renovations				685,000	125,000		SAP, CIR
Synthetic Turf					85,000		SAP
Trail Renovations			580,000	50,000			SAP
Utilities/Irrigation Upgrades			800,000	200,000	200,000	200,000	SAP, Bonds
Vehicle Remote Control Park	20,000						PIF
Veteran's Park - Parking Lot	500,000						Bonds
Veteran's Park - Plaques	40,000						SAP
Veteran's Park - Women Veterans Monument	401,318						SAP
Waterfalls Park				1,200,000			SAP, PIF
West Mesa Park						600,000	SAP, Bonds
TOTAL PARKS AND RECREATION	**10,520,529**	**14,748,000**	**8,205,000**	**17,546,500**	**1,478,500**	**1,825,000**	
City Fiscal Agent to Administer Funds							

CITY OF LAS CRUCES
Capital Improvements Program
FY 2017-22
11/21/2016

Project Title	FUNDED CAPITAL PROJECTS ($) 2017	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN ($) 2018	2019	2020	2021	2022	Source / Cum Total *
ASCMV - Expansion/Remodel of Public Administration area	40,000	510,000					SAP
La Casa Inc. - Lighting		110,000					SAP
La Casa Inc. - Parking Lot		240,000					SAP
La Clinica Renovation - Furniture, Fixtures and Equipment	643,000	357,000					SAP
Metro Narcotics Building - Relocate/Expansion						3,920,000	SAP
MV Community of Hope - Building 1, St. Luke's - Solar Project			500,000				SAP
MV Community of Hope - Casa de Peregrinos Roofing		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	1,116,492						SAP, CDBG
MV Community of Hope - Health Facility Phase II		400,000					SAP
MV Community of Hope - Jardin de los Ninos - Kitchen & Laundry		60,000					SAP
MV Community of Hope - Case Management Office Remodel		200,000					SAP
Rio Grande Theatre - Energy Efficiency Improvements		85,000					TIDD
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
Total City Fiscal Agent to Administer Funds	**1,799,492**	**4,945,000**	**600,000**	**-**	**-**	**3,920,000**	
TOTAL PROJECTS MANAGED BY PUBLIC WORKS	**94,480,590**	**82,446,036**	**31,420,000**	**60,031,500**	**28,601,500**	**33,973,000**	
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		400,000					FED, State, CIR
Apron Sealing		120,000					State, Local
Rwy 8/26 Extension - Construction						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
Taxi lane Rehabilitation		200,000	50,000	50,000	50,000	50,000	Local, Bonds

CITY OF LAS CRUCES
Capital Improvements Program
FY 2017-22
11/21/2016

Project Title	FUNDED CAPITAL PROJECTS ($) 2017	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN ($) 2018	2019	2020	2021	2022	Source / Cum Total *
Taxiway "A" Seal Coat	319,000						FED, State, CIR
Taxiways "B" & "C" Rehabilitation					1,750,000		FED, State, CIR
West End Apron Rehabilitation						980,000	FED, State, CIR
West End Taxiway						500,000	FED, State, CIR
Wildlife Perimeter Fence				1,280,000			FED, State, CIR
Total Transportation - Airport	**774,000**	**1,351,000**	**4,960,000**	**3,080,000**	**3,300,000**	**12,840,000**	
Transportation- Streets & Traffic							
Alameda Depot Neighborhood Lighting	100,000						SAP
Las Cruces Avenue Improvements-Campos to Tornillo	75,000						SAP
Mesquite Historic District Lighting	111,730						SAP
Road Maintenance Program	598,000	275,000	275,000	275,000	275,000	275,000	Sales Tax
Sidewalk Program	380,200	250,000	250,000	250,000	250,000	250,000	Sales Tax, Flood Control
Traffic Signal Program	350,000	1,000,000	1,000,000	1,000,000	650,000	650,000	Local, Sales Tax
Transportation System Modernization (ITS Traffic Synchronization)	2,517,702	1,500,000	2,000,000	8,754,691	8,000,000	227,559	Local, SAP, DOT, Bonds
University Hawk System-Crosswalk System	260,000						SAP
Total Transportation - Streets & Traffic	**4,392,632**	**3,025,000**	**3,525,000**	**10,279,691**	**9,175,000**	**1,402,559**	
Transportation-Transit							
MVITT - Finish Room, Signage & Kiosks Projects	126,400						Local
MVITT Passenger Shelters		95,000					Local
Transit System Routes Modifications	200,000						Local
Transit System Improvements - Bus Shelters	130,000						SAP
Total Transportation - Transit	**456,400**	**95,000**	**-**	**-**	**-**	**-**	
TOTAL TRANSPORTATION	**5,623,032**	**4,471,000**	**8,485,000**	**13,359,691**	**12,475,000**	**14,242,559**	
UTILITIES							
GAS							
Gas Rehabilitation Low Pressure	550,000	566,500	583,495	601,000	619,030	637,601	Rates
Gas Rehabilitation High Pressure	250,000	257,500	265,225	273,182	281,377	289,819	Rates
SCADA Rehabilitation	25,000						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	750,000	772,500	795,675	819,545	844,132	869,456	Rates
Gas Bond Projects 2015	4,107,000						Bonds
Total Gas Rehabilitation Projects	**7,227,000**	**3,187,850**	**3,283,486**	**3,381,990**	**3,483,450**	**3,587,953**	
Gas Development - Low Pressure	250,000	257,500	265,225	273,182	281,377	289,819	Rates
Gas Development - High Pressure	2,369,000	2,440,070	2,513,272	2,588,670	2,666,330	2,746,320	Rates
Line Extension	300,000	309,000	318,270	327,818	337,653	347,782	Rates
Phase I AMR Implementations	1,000,000						Rates
Total Gas Development Projects	**3,919,000**	**3,006,570**	**3,096,767**	**3,189,670**	**3,285,360**	**3,383,921**	

CITY OF LAS CRUCES
Capital Improvements Program
FY 2017-22
11/21/2016

Project Title	FUNDED CAPITAL PROJECTS ($) 2017	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN ($) 2018	2019	2020	2021	2022	Source / Cum Total *
TOTAL GAS	**11,146,000**	**6,194,420**	**6,380,253**	**6,571,660**	**6,768,810**	**6,971,874**	
WATER							
Drill Replacement Wells	150,000						NMFA
Drill Replacement Wells - 2007 NMFA	446,079						NMFA
Drill Replacement Wells - NMED Grant	1,250,000						SAP
Pump Station for Well		463,500		491,727		506,479	Rates
Rehab Pump/PRV - 2007 NMFA							Rates
Pump Station Rehabilitation	70,000		72,100		74,263		Rates
Reservoir Rehabilitation	410,000						Rates
SCADA Rehabilitation	15,000						Rates
Line Extension							Rates
Street Utility Rehabilitation - Capital Improvements	750,000	787,500	826,875	868,219	911,630	957,211	Rates
Street Utility Rehabilitation - NMFA	89,700						NMFA
Street Improvement Projects	1,193,750						Bonds
Water Bond Projects 2015	8,763,000						Bonds
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			5,385,600	5,547,168	5,713,583	5,884,991	Rates
Booster Pump Station New			4,145,458	4,269,822	4,397,916	4,529,854	Rates
East Mesa Water System - 06 Bonds	1,445,000						Bonds
East Mesa Water System - NMFA 2007	138,692						NMFA
WWTP Laboratory	999,833						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		339,900		350,097		Rates
Force main Rehabilitation	200,000	173,476		178,680		184,041	Rates
Line Rehabilitation - Extension - WW Capital Improvements	141,100	145,333	149,693	154,184	158,809	163,574	Rates
Line Rehabilitation - Extension - 06 Bonds	30,900	30,900	30,900	30,900	30,900	30,900	Bonds
SCADA Rehabilitation	100,000						Rates
Line & Manhole Rehabilitation - WW Capital Improvements	100,000	103,000	106,090	109,273	112,551	115,927	Rates
Line & Manhole Rehabilitation - 06 Bonds							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
Street Improvement Project	1,170,548						Bonds
Wastewater Bond Projects 2015	5,011,438						Bonds
WWTP Rehabilitation	3,226,565	3,323,362	3,423,063	3,525,755	3,631,527	3,740,473	Rates
WWTP Odor Control							Rates
WW Jake Hands Treat Plant Operations	100,000	100,000	100,000	100,000	100,000	100,000	Rates
East Mesa Water Reclamation	225,000	225,000	225,000	225,000	225,000	225,000	Rates
WWTP Primary Clarifier	1,200,000						Bonds

CITY OF LAS CRUCES
Capital Improvements Program
FY 2017-22
11/21/2016

Project Title	FUNDED CAPITAL PROJECTS ($) 2017	INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN ($) 2018	2019	2020	2021	2022	Source / Cum Total *
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	1,455,555	1,499,221	1,544,198	1,590,524	**Impact Fees**
Lift Station Upgrade WW	490,000	504,700	519,841	535,436	551,499	568,044	**Impact Fees**
Septic Systems - WW Capital Improvements (High Priority)	200,000	206,000	212,180	218,545	225,102	231,855	**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	3,310,832	3,410,157	3,512,462	3,617,836	**SAP**
Septic Systems - NMED Grant (16-0501)	170,000						**SAP**
Septic Systems - NMED Grant (16-A2258)	540,000						**SAP**
Water Reclamation - Lift Station	20,000						**Rates**
Water Reclamation - Booster & Pipe							**Bonds**
WWTP Laboratory	2,199,050						**Bonds**
EMWR Solar Photovoltaic - 15 Bonds	1,964,000						**Bonds**
Total Wastewater Development Projects	8,180,719	5,338,260	5,498,408	5,663,360	5,833,261	6,008,259	
TOTAL WASTEWATER PROJECTS	21,607,620	11,078,421	11,561,317	11,726,063	12,233,224	12,412,985	
TOTAL UTILITIES	50,238,088	18,523,841	28,371,602	29,474,658	30,099,426	31,263,394	
GRAND TOTAL	150,341,710	105,440,877	68,276,602	102,865,849	71,175,926	79,478,953	577,579,918

ABBREVIATIONS AND HIGHLIGHTING

ALTSD-Aging and Long-Term Services Department
CDBG-Community Development Block Grant
CIR-Capital Improvement Reserves
CP-Council Priority
DOT-Department of Transportation
EGRT-Environmental Gross Receipts Tax
FED-Federal Grant
FLCM-Foundation for Las Cruces Museums
FTA-Federal Transit Authority
NMFA-New Mexico Finance Authority Loan
PIF-Park Impact Fees
PIF PA-Park Impact Fees-Pueblos at Alameda
PSDF-Public Safety Development Fees
SAP-State Appropriations
State-State Grants
TBD-To be determined
TIDD-Tax Increment Development District
Indicates a change from previous CIP

91

Contract Number: P1535c
Vendor Number: 0000054342
Control Number: C1162565

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

THIS AGREEMENT is made and entered into as of this 30th day of Sept., 2016, by and between the Department of Transportation, P.O. Box 1149, Room 126, Santa Fe, New Mexico 87504-1149, hereinafter called the "Department" and City of Las Cruces, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2016, HB219, Chapter 81, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

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

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

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

DFA Appropriation ID A2565 NMDOT Control Number C1162565 $100,000 APPROPRIATION
REVERSION DATE: 6/30/2020
Laws of 2016 HB219, Chapter 81, Section 24, Subsection 33, One Hundred Thousand Dollars ($100,000) to plan, design, construct, purchase and install traffic system network improvements in Las Cruces in Dona Ana county.

The Grantee's total reimbursements shall not exceed the appropriation amount One Hundred Thousand Dollars $100,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount)[1], if applicable, , $0.00, which equals One Hundred Thousand Dollars $100,000 (the "Adjusted Appropriation Amount").

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

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." "Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. 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:

   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

[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.

(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: Amy Bassford
Title: Grants and Contracts Manager
Address: P.O. Box 20000, Las Cruces, New Mexico 88004
Email: abassford@las-cruces.org
Telephone: 575-541-2281

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

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

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2020 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and

(ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

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

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

B. Paper Final Report

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

C. Paperless Reporting

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

D. Requests for Additional Information/Project Inspection

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

(i) The Grantee must submit one original and one copy of each Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

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

(i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed $25,000; or

(ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or

(iii) Twenty (20) days from date of Early Termination; or

(iv) Twenty (20) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."

(iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all sub awards, including subcontracts, loans and cooperative agreements. All sub recipients shall be required to certify accordingly.

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

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

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

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

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

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

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

Signature of Official with Authority to Bind Grantee

By: DAVID DOLLAHON
(Type or Print Name)

Its: INTERIM CITY MANAGER
(Type or Print Title)

9/7/2016
Date

APPROVED AS TO FORM:

City Attorney

DEPARTMENT OF TRANSPORTATION

Cabinet Secretary or Designee

9/30/16
Date

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

Cynthia A. Christ
By: Cynthia Christ

Its: Assistant General Counsel

8-21-16
Date

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

☐ **PERIODIC REPORT** ☐ **FINAL REPORT**

Grantee: _____

Project Number: _____ **Reporting Period:** _____

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

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

B. Project Phase

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

2. Grant Amount adjusted for AIPP if applicable: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

Amount of Other Unexpended Funding Sources: _____

☐ **PERIODIC REPORT**

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

☐ **FINAL REPORT**

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

_____ _____
Grantee Representative/Title Date

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

I. Grantee Information

(Make sure information is complete & accurate)

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

II. Payment Computation

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

III. Fiscal Year Expenditure Period Ending:

(check one) (Jan-Jun) ☐ Fiscal
(Jul-Dec) ☐ Year

IV. Certification:

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

Grantee Fiscal Officer

Printed Name
Date: _____

SWORN TO AND SUBSCRIBED
before me on this_____day
of_____, 20____

Notary Public _____
My Commission expires _____

Grantee Representative

Printed Name
Date: _____

SWORN TO AND SUBSCRIBED
before me on this_____day
of_____, 20____

Notary Public _____
My Commission expires _____

(Department Use Only)

Vendor Code: _____
Loc No.: _____

Fund No.: _____

Division Fiscal Officer Date

I certify that the Grantee financial and vendor file information agree with the above submitted information

Division Project Manager Date

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

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

DATE: _____

TO: **Grantee Representative:** _____

FROM: **Department Representative:** _____

SUBJECT: **Notice of Obligation to Reimburse Grantee**

Project Number: _____

As the designated representative of the Department for Grant Agreement number C1162565 entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

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

Third Party Obligation Amount: _____
Termination Date: _____

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

Grant Amount adjusted for AIPP if applicable: _____

The Amount of this Notice of Obligation to Reimburse: _____

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

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

Department Representative: _____

Title: _____

Signature: _____

Date: _____

Attachment A

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

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

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

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

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