



AGENDA

City Commission Special Meeting
North Annex
Clovis-Carver Library
3:00 PM , Tuesday, July 29, 2025

- I. **PLEDGE OF ALLEGIANCE AND OFFICIAL SALUTE TO THE NEW MEXICO FLAG**
- II. **ROLL CALL**
- III. **APPROVAL OF AGENDA**
- IV. **INTRODUCTION AND ADOPTION OF RESOLUTIONS AND ORDINANCES**
 - IV.1 Request for Approval of Adoption of Resolution Number 3330-2025 2025 Final Quarter Financial Report, LeighAnn Melancon, Finance Director.
 - IV.2 Request for Approval of Adoption of Resolution Number 3331-2025 Fiscal Year 2026 Budget, LeighAnn Melancon, Finance Director.
- V. **NEW BUSINESS**
 - V.1 Request for Approval to Award Clovis MainStreet Great Blocks Project to Nick Griego & Sons, Justin Howalt, City Manager
 - V.2 Request for Approval to Accept CRISI Grant from the USDOT, Justin Howalt, City Manager
 - V.3 Request for Approval to Change the Price of Vendor Fees for Community Events, Claire Burroughes, Assistant City Manager.
- VI. **ADJOURNMENT**



City of Clovis, New Mexico
Request for Commission Approval

Type of Action: Resolution
Date Action Required: July 29, 2025

Requestor: LeighAnn Melancon

Department: Finance

Date: 07/29/2025

IV.1

Request for Approval of Adoption of Resolution Number 3330-2025 2025 Final Quarter Financial Report, LeighAnn Melancon, Finance Director.

Background/Summary: All governmental agencies in New Mexico are required to submit Quarterly Financial Reports to Department of Finance and Administration Local Government Division. DFA policy requires that the Commission approve the 4th quarter report and certify the ending balances are correct. The report is due by midnight July 31, 2025 and the ending cash balances will be used to verify the correct beginning cash balances for the fiscal year 2026 quarterly reports.

All cash balances on the attached report have been verified with the Monthly Investment Report that was presented to the Commission at their July 17th meeting.

Fiscal Impact: N/A

Requestor's Suggested Alternative(s): None

Requestor's Recommendation(s): Approve and submit to DFA as part of the 4th quarter reporting package.

RESOLUTION NO. 3330-2025

CITY OF CLOVIS

**2025 FINAL QUARTER FINANCIAL REPORT
YEAR ENDING JUNE 30, 2025**

WHEREAS, the Governing Board in and for the City of Clovis, State of New Mexico has developed a budget for fiscal year 2024 – 2025; and

WHEREAS, the final quarterly report has been reviewed and approved to ensure the accuracy of the beginning balances used on the FY 2025 budget; and

WHEREAS, it is hereby certified that the contents in this report are true and correct to the best of our knowledge and that this report depicts all funds for fiscal year 2025.

NOW THEREFORE, BE IT HEREBY RESOLVED that the governing body of the City of Clovis, State of New Mexico hereby approves the final quarterly report for FY 2025 hereinafter described as Attachment “A” and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

Resolved: In the Special Commission meeting this 29th day of July, 2025.

Mike Morris, Mayor

Chris Bryant, Mayor Pro Tem

Juan Garza, Commissioner Dist 1

George Jones, Commissioner Dist 1

Gail Tarson, Commissioner Dist 2

Gene Porter, Commissioner Dist 2

Helen Casaus, Commissioner Dist 3

Debbie Zamora, Commissioner Dist 3

Megan Palla, Commissioner Dist 4

(ATTEST)

LeighAnn Melancon, City Clerk

State of New Mexico Local Government Budget Management System (LGBMS)
 Report Recap - Clovis (City) - FY2025 Q4
 Printed from LGBMS on 2025-07-22 19:51:57

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserve	Adjusted Balance
11000 General Operating Fund	14,366,414.00	5,823,089.08	34,551,181.26	-4,348,174.68	30,529,771.63	-2,230,488.54	17,632,249.49	2,544,147.64	15,088,101.85
20100 Corrections	0.00	0.00	67,909.09	-67,909.09	0.00	0.00	0.00	0.00	0.00
20200 Environmental	89,761.00	10,221,708.46	471,316.02	0.00	6,803.32	-464,227.44	10,311,754.72	0.00	10,311,754.72
20600 Emergency Medical Services	0.00	0.00	90,000.00	0.00	90,000.00	0.00	0.00	0.00	0.00
20900 Fire Protection	124,753.00	0.00	873,331.73	806,322.36	2,465,442.62	684,683.91	23,648.38	0.00	23,648.38
20910 FY25-100%- Firefighter Recruitment Fund (Year 1)	0.00	0.00	300,000.00	0.00	300,000.00	0.00	0.00	0.00	0.00
21100 Law Enforcement Protection	14,523.00	0.00	166,832.48	0.00	177,993.51	6,899.54	10,261.51	0.00	10,261.51
21211 Law Enforcement Recruitment/Retention (YEAR 3)	0.00	0.00	206,250.00	0.00	206,250.00	0.00	0.00	0.00	0.00
21221 Law of FY24 Recruitment- LER-(YEAR 2)	0.00	0.00	225,000.00	0.00	225,000.00	0.00	0.00	0.00	0.00
21300 DPS- Law Enforcement Retention	0.00	0.00	38,869.83	0.00	38,869.83	0.00	0.00	0.00	0.00
21400 Lodgers' Tax	366,306.00	1,439,411.93	953,425.67	0.00	516,677.70	299,655.22	2,542,121.12	0.00	2,542,121.12
21600 Municipal Street	106,101.00	1,778,202.58	3,639,821.21	170,152.77	3,031,437.63	-591,559.66	2,071,280.27	0.00	2,071,280.27
21700 Recreation	191,289.00	64,354.05	556,815.44	2,507,807.00	3,913,749.58	694,432.95	100,948.86	0.00	100,948.86
21800 Intergovernmental Grants	130,143.00	8,960.50	299,421.69	4,613.00	384,882.08	-32,304.74	25,951.37	0.00	25,951.37
21900 Senior Citizens	1,452.00	90,324.24	217,408.38	455,075.00	632,774.99	-41,160.39	90,324.24	0.00	90,324.24
26000 American Rescue Plan Act	76,814.00	2,607,185.92	349,009.96	160,000.00	6,565,542.68	6,007,570.03	2,635,037.23	0.00	2,635,037.23
28000 Cannabis Regulation Act	0.00	388,184.82	435,142.56	-352,987.00	12,275.24	-51,631.81	406,433.33	0.00	406,433.33
29900 Other Special Revenue	1,324,115.00	1,339,086.58	3,086,420.43	1,232,143.37	5,462,589.72	1,791,113.65	3,310,289.31	0.00	3,310,289.31
30100 Bond Proceeds Project	0.00	0.00	38,752.72	0.00	329,484.18	290,731.46	0.00	0.00	0.00
30200 CDBG (HUD) Project	0.00	0.00	75,000.00	0.00	75,000.00	0.00	0.00	0.00	0.00
30300 State Legislative Appropriation Project	0.00	470,581.40	4,930,760.01	2,078,731.00	4,684,862.95	-1,145,209.46	1,650,000.00	0.00	1,650,000.00
30500 Gross Receipts Tax Proceeds Project	3,166,190.00	23,760,614.26	11,472,785.30	-5,543,876.49	3,270,307.37	-2,555,837.73	27,029,567.97	0.00	27,029,567.97

39900 Other Capital Projects	3,467.00	0.00	147,467.15	0.00	309,921.48	2,978,574.89	2,819,587.56	0.00	2,819,587.56
40200 GRT Revenue Bond Debt Service	0.00	930,902.73	19,554.10	882,654.96	882,655.00	-19,554.06	930,902.73	0.00	930,902.73
40400 NMFA Loan Debt Service	107,954.00	2,864,944.05	125,715.75	2,501,319.64	1,772,679.56	-848,245.41	2,979,008.47	0.00	2,979,008.47
50200 Solid Waste Enterprise	1,635,152.00	1,564,235.71	6,417,656.43	655,556.00	6,451,787.09	-605,447.68	3,215,365.37	0.00	3,215,365.37
50300 Wastewater/Sewer Enterprise	65,212.00	2,586,825.13	6,658,706.56	-263,732.48	4,896,248.29	-192,806.95	3,957,955.97	0.00	3,957,955.97
50400 Airport Enterprise	1,353.00	2,258,338.15	10,067,476.72	845,083.00	8,951,801.03	-1,866,557.18	2,353,892.66	0.00	2,353,892.66
51800 Golf Course Enterprise	490,701.00	17,672.28	2,251,862.91	0.00	2,264,590.76	240,884.42	736,529.85	0.00	736,529.85
69900 Other Internal Service	96,668.00	393,177.48	238,120.06	-1,722,778.36	607,923.31	2,075,501.80	472,765.67	0.00	472,765.67
79900 Other Trust & Agency	1,833.00	0.00	-16.00	0.00	0.00	0.00	1,817.00	0.00	1,817.00
Totals	22,360,201.00	58,607,799.35	88,971,997.46	0.00	89,057,321.55	4,425,016.82	85,307,693.08	2,544,147.64	82,763,545.44

CITY OF CLOVIS
REVENUE & EXPENDITURE SUMMARY
June 30, 2025

FUND	NO.	MONTHLY REVENUES	YEAR TO DATE REVENUES	MONTHLY EXPEND/LIAB	YEAR TO DATE EXPEND/LIAB	TRANSFERS A/R (GRANTS) ENCUM/LIAB	BEGINNING CASH AND INVESTMENTS	ENDING CASH AND INVESTMENTS
GENERAL	1	2,675,086.45	34,988,262.09	4,058,045.95	33,290,932.83	416,459.85	18,989,858.54	18,023,358.89
SOLID WASTE	2	552,646.08	6,417,856.43	463,891.15	8,456,378.31	(5,030.95)	3,131,641.39	3,215,365.37
ROAD FUND	3	10,079.10	112,674.23			(10,079.10)	(0.00)	(0.00)
RECREATION	4	326,754.86	529,482.77	133,831.89	3,307,880.09	(192,922.29)	-	0.68
OLDER ADULTS DIVISION	5	449.33	8,794.70	18,375.17	295,690.31	(2,304.01)	110,554.09	90,324.24
ENVIRONMENTAL TAX	6	38,058.62	471,316.02		6,803.32		10,273,698.10	10,311,754.72
FIRE FUND	7	143.52	873,331.73	201,904.81	2,465,442.62	175,665.96	49,743.71	23,648.38
SANITARY SEWER IMPRV	8	1,859.63	51,104.10		-		521,742.83	523,602.46
WASTEWATER	10	525,697.03	6,607,802.46	683,918.18	- 4,898,248.29	(28,603.31)	3,621,177.97	3,434,353.51
AIRPORT	12	2,412,981.65	10,067,476.72	273,140.23	8,951,801.03	(270,811.15)	484,862.39	2,353,892.66
NED HOUK PARK	13	2,663.51	27,332.67	94,304.75	605,179.98	67,192.73	125,398.89	100,948.18
LIBRARY	14	2,901.06	183,160.27	76,867.59	2,442,826.66	170,103.66	415,417.39	511,554.52
PAYROLL	18		-				13,983.52	13,983.52
COLONIAL GOLF COURSE	19	292,368.82	2,251,862.91	226,708.13	2,264,590.76	19,059.01	651,810.35	736,529.85
STREETS 2015 GRT IMP BONDS	24		-				-	-
STREETS 2021 GRT IMP BONDS	25	-	38,752.72	(1,262,318.20)	329,484.18	(1,262,318.20)	-	-
DEBT SERVICE 2012 GRT BONDS	40	1,629.31	9,900.63	454,880.00	470,805.00	494,113.75	444,620.79	485,483.85
DEBT SERVICE LANDFILL CELL #5	41	8.63	108.93			(8.63)	2,354.71	2,354.71
DEBT SERVICE 2015 STREET IMP	42	1,500.96	9,653.47	396,447.50	411,850.00	430,768.33	409,597.09	445,418.88
WWTP DEBT SERVICE	44	309.48	3,907.47	37,767.17	455,582.48	37,767.17	84,453.01	84,762.49
STREETS 2018 BONDS DEBT SVC FUND	45		-	72,951.22	899,858.39	72,951.22	-	-
PARK DEBT SERVICE 2011	47	702.25	8,866.62	34,672.58	417,057.77	34,672.58	191,636.79	192,339.04
WORKER'S COMP P & L	48	460.71	166,064.96	51,672.14	561,644.65	215,697.89	125,723.72	290,210.18
MUNICIPAL COURT FUND	50	189.00	(16.00)				1,628.00	1,817.00
UNEMPLOYMENT RESERVE	53	1,076.31	72,055.10		46,278.96	(183,741.36)	365,220.54	182,555.49
INFRASTRUCTURE IMP	60	68,365.89	803,330.39	1,826.35	20,938.64	(1,946.00)	1,604,623.49	1,669,217.03
SPECIAL PARKS IMP	61	64,294.77	1,545,381.01	2,944.30	317,772.42	(516,637.13)	2,087,520.64	1,632,233.98
CIVIC CENTER	62	217,476.35	1,593,938.37	112,266.26	1,782,313.67	(314.39)	443,308.86	548,204.56
DESIGNATED CASH	63	69,048.80	599,381.82			50.00	1,650,230.70	1,719,329.50
ECON DEVLPMNT - GRT	64	149,836.76	1,963,199.18	7,070.54	241,348.69	86,785.00	7,673,678.26	7,903,229.48
CAPITAL OUTLAY 1/4% GRT	65	281,885.71	3,133,811.50	7,358.80	84,064.10	(133,112.05)	5,427,033.70	5,568,248.56
WATER 1/4% GRT	66	278,287.83	3,200,369.80	21,501.66	2,574,226.94		8,160,245.13	8,417,031.10
WWTP-REPLACEMENT RESERVE	67	1,946.38	24,574.99	-			531,145.89	533,092.27
WWTP-DEBT SERVICE RESERVE	68	2,380.68	30,058.52				649,662.78	652,043.46
EMT GRANT	72		90,000.00	2,860.72	90,000.00	(512.20)	3,372.92	-
SPECIAL STREET	75	292,875.27	3,527,146.98	308,490.57	3,031,437.63	54,077.20	2,032,818.37	2,071,280.27
CLOVIS RECYCLING	76	379.95	28,810.57	395.96	28,707.17	(1,469.85)	8,512.15	7,028.29
LODGING TAX	77	66,060.78	893,086.80	3,335.96	163,633.50	(64,382.44)	1,090,477.92	1,108,820.30
LODGER'S TAX PROMOTIONAL	78	5,067.51	60,336.87	52,789.79	363,044.20	98,151.38	1,382,871.72	1,433,300.82
IRB INITIATION	79	4.88	81.73				1,335.53	1,340.41
SPECIAL FIRE/POLICE	86	5,113.46	58,199.22	171.13	180.92		1,509,474.17	1,514,416.50
CAPITAL PROJECTS	87	606,937.69	5,153,227.16	554,500.91	5,069,784.43	254,907.97	4,162,242.81	4,469,587.56
DRAINAGE IMPROVEMENT	88	383,953.03	828,693.62	1,826.35	31,955.58	(1,946.00)	1,459,427.14	1,839,607.82
LOCAL GOVT CORRECTION	89	4,684.54	67,909.09			(4,684.54)	-	-
LAW ENFORCEMENT PROT	90	(1,688.74)	636,952.31	174,307.36	648,113.34	(1,237.94)	187,495.55	10,261.51
MEAL SITE	91	8,156.01	208,613.68	51,814.22	337,084.68	(298.52)	43,956.73	-
CATS	92	128,559.10	681,129.40	71,548.25	1,208,742.22	3,292.07	463,871.52	524,174.44
AMERICAN RESCUE PLAN	94	18,293.77	349,009.96	2,440,157.03	6,565,542.68	53,050.81	5,003,849.68	2,635,037.23
DEPT OF JUSTICE	96	-	1,061.34		12,210.83		1,146.36	1,146.36
INTERGOV GRANTS	97	16,666.38	460,477.67	144,462.45	566,105.03	963.34	139,435.25	12,601.52
DRUG CONTROL FUND	98	10,723.92	137,882.68	7,354.06	104,639.74	(3,369.86)	12,203.49	12,203.49
SUBTOTAL		9,546,673.63	88,971,997.46	9,984,042.93	91,808,162.82	0.00	85,745,062.38	85,307,693.08

CITY OF CLOVIS
INVESTMENT ANALYSIS
June 30, 2025

BANK NAME	TOTAL FUNDS AVAILABLE	CASH IN BANK	MONEY MARKET ACCOUNT	OTHER	CD	ST INV POOL	NET WORTH	
							AS OF	AMOUNT
CITIZEN'S BANK	22,785,918.67	12,785,918.67			10,000,000.00		31-Mar-16	36,033,000
BANK OF CLOVIS	9,405,084.91	9,405,084.91	0.00					
NMB&T	718,857.57	718,857.57					30-Jun-16	7,674,146
	0.00							
NM STATE TREASURER'S	52,397,831.93					52,397,831.93		
	0.00							
TOTAL	<u>85,307,693.08</u>	<u>22,909,861.15</u>	<u>0.00</u>	<u>0.00</u>	<u>10,000,000.00</u>	<u>52,397,831.93</u>		

BANK	AMOUNT	INTEREST RATE	PURCHASE DATE	MATURITY DATE
CITIZEN'S BANK	10,000,000.00	5.30%	8/20/2023	8/20/2024
Renewed		4.66%	8/20/2024	8/20/2025
SUBTOTAL	<u>10,000,000.00</u>			

INTEREST EARNED ON INVESTMENTS

INTEREST TYPE		MONTH TO 12 MONTHS		FY 2024 12 MO	
		INTEREST EARNED	INTEREST EARNED	INTEREST EARNED	
CASH IN BANK		28,445.25	386,157.60	359,724.69	
CERTIFICATE OF DEPOSIT		37,808.22	432,630.12	442,876.74	
STATE POOL	4.3146 4.3371	192,010.99	2,256,484.88	2,253,090.53	5,3256
SUBTOTAL		<u>258,264.46</u>	<u>3,075,272.60</u>	<u>3,055,691.96</u>	



City of Clovis, New Mexico
Request for Commission Approval

Type of Action: Resolution
Date Action Required: July 29, 2025

Requestor: LeighAnn Melancon

Department: Finance

Date: 07/29/2025

IV.2

**Request for Approval of Adoption of Resolution Number 3331-2025 Fiscal Year 2026 Budget,
LeighAnn Melancon, Finance Director.**

Background/Summary:

The budget for the period July 1, 2025 to June 30, 2026 must be approved by the City Commission and submitted to the Department of Finance & Administration (DFA) by midnight July 31, 2025.

Adjustments from the preliminary budget include:

1. Cash balances have been updated to actual ending cash amounts. These cash amounts agree to the ending balance on the June 30, 2025 Investment Summary Report and the 4th quarter report submitted to DFA. Balances increased \$10,419,258 over the preliminary estimates.
2. Two new positions have been included in the final budget – Evidence Supervisor in Police and Parks Maintenance Specialist in Zoo.
3. Fire Marshall funding for 2026 growth fund has been updated to reflect the additional funds and the additional funding for the Administration building for the fiscal year.
4. Carryovers from the 2025 budget changes and end of year purchases in process are included.
5. Transfers in General Fund (01) have been adjusted based on updated revenue, expenditures and carryovers.
6. Global Spectrum budget has been updated to reflect the actual request.
7. Touchstone Golf budget has been updated to reflect the projected revenues and projected expenditures.
8. Lodger's Tax promotional carryover allocations from 2025 plus the July 2025 expenditures have been included in the final budget.
9. Grant revenue and expenditures have been added to the final budget.
10. Overall revenue increased \$30,231,505 from the preliminary budget. \$28,014,879 of the increase is state and federal grants.
11. Overall expenditures increased \$40,085,268. The increase is due to carryovers, insurance claims from the May 2023 storm and grant expenditures
12. One time capital outlay for Police department evidence servers is included in the final budget.
13. Increase in property/vehicle/general liability through NMSIF of \$264,852 for the fiscal year
14. Salary increases are being reviewed and will be brought to the commission for approval during the fall.

Personnel services represent 65% of total General Fund expenditures or 27% of the total expenditures.

Taxes represent 89% of the total General Fund revenue or 37% of total expenditures.

Grant revenue represents 39% of total revenue.

Fiscal Impact: General Fund ending cash is budgeted at \$8,540,821. DFA requests a minimum reserve of 1/12th of General Fund expenditures which equates \$3,108,373. \$70,360 is designated for the offset of Mission Square employer contributions. \$1,554,187 is designated to provide a cash balance in General Fund of 2 months rather than the 1 month required by the state. \$550,000 is designated for the remaining repairs of equipment and buildings from the May 2023 storm. Undesignated funds are budgeted at \$3,079,901.

Requestor's Suggested Alternative(s): None

Requestor's Recommendation(s): Approve Resolution and submit report to Department of Finance and Administration by July 31, 2025

RESOLUTION NO. 3331-2025

CITY OF CLOVIS

**FISCAL YEAR 2026 BUDGET ADOPTION
YEAR ENDING JUNE 30, 2026**

WHEREAS, the Governing Board in and for the City of Clovis, State of New Mexico has developed a budget for fiscal year 2026; and

WHEREAS, said budget was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

WHEREAS, the official meetings for the review of said documents were duly advertised in compliance with the State Open Meetings act; and

WHEREAS, it is the majority opinion of this Commission that the proposed budget meets the requirements as currently determined for fiscal year 2026.

NOW THEREFORE, BE IT HEREBY RESOLVED that the governing body of the City of Clovis, State of New Mexico hereby adopts the budget hereinabove described and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

Resolved: In the Special Commission meeting this 29th day of July, 2025.

Mike Morris, Mayor

Chris Bryant, Mayor Pro Tem

Juan Garza, Commissioner Dist 1

George Jones, Commissioner Dist 1

Gail Tarson, Commissioner Dist 2

Gene Porter, Commissioner Dist 2

Helen Casaus, Commissioner Dist 3

Debbie Zamora, Commissioner Dist 3

Megan Palla, Commissioner Dist 4

(ATTEST)

LeighAnn Melancon, City Clerk

CITY OF CLOVIS
Municipal Budget Preliminary
2026 Fiscal Year from 7/01/25 to 06/30/26

FUND DEPT #REF	FUND NO.	DESCRIPTION	UNAUDITED		REVENUES--		NET		EXPENSES--			BOND LEASE PMNTS	EXPENDITURES	ESTIMATED CASH BALANCE	
			CASH BALANCE	TAXES & LICENSE	SERVICE CHARGES	GRANTS	OTHER	REVENUE	TRANSFERS	PERSONNEL SERVICES	OPERATING EXPENSES				CAPITAL OUTLAY
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	
1	Schedt General	18,037,342	27,413,009	2,686,500		694,734	30,794,243	(2,990,286)	24,061,299	10,401,740	2,837,439	0	37,300,478	8,540,821	
2	Schedt Sanitation	3,215,365		5,947,375	45,000	207,000	6,199,375	(259,000)	2,924,661	3,384,940	1,486,940	200,000	7,996,541	1,159,199	
3	Municipal Road - General Tsf	0	105,000				105,000	(105,000)					0	0	
4	Schedt Recreation/Lyceum - General trans	1			983,211	61,403	1,044,614	1,517,910	736,230	1,726,295	100,000		2,562,525	0	
5	1401 Senior Services - General Tsf	90,324				4,000	4,000	386,738	335,060	146,002			481,062	0	
6	Environmental Tax	10,311,755				235,150	235,150			31,088			31,088	10,515,817	
7	1501 Fire	23,648			1,243,781		1,243,781			712,630	404,799	150,000	1,267,429	0	
8	Sewer Impact Fees	523,602		9,700		150	9,850						0	533,452	
10	1602 Wastewater	3,434,354		3,801,500		203,500	4,005,000	(261,497)	1,266,830	2,440,382	150,000	799,153	4,656,365	2,521,491	
12	1701 Airport	2,353,893		1,653,813	20,976,922	28,180	22,658,915		439,590	1,767,821	20,993,268	50,000	23,250,679	1,762,129	
13	1801 Ned Houk Park - General Tsf	100,948			520,000	9,061	529,061	380,224	261,896	681,946	66,391	0	1,010,233	0	
14	1901 Library - General Tsf	511,555		15,500	106,887	75,000	197,387	772,684	903,729	577,897			1,481,626	0	
19	Colonial Golf Course	736,530		2,179,965		5,000	2,184,965			1,751,574	172,000		1,923,574	997,921	
25	2021 Street Imp Bonds	0				3,240,000	3,240,000	1,220,755			4,460,755		4,460,755	0	
40	Street bonds debt service	485,484				4,500	4,500	460,685				460,685	460,685	489,984	
41	Landfill Debt Service	2,355				0	0	0					0	2,355	
42	2015 Street Debt Service	445,419				4,500	4,500	162,350				162,350	162,350	449,919	
44	WWTP IMPROVEMENTS DEBT S	84,762				1,500	1,500	453,347				453,347	453,347	86,262	
45	Street 2018 Debt Service	0				0	0	875,421				875,421	875,421	0	
47	Park & Infra Debt Service	192,339				4,000	4,000	416,096				416,096	416,096	196,339	
48	Schedt Worker's Comp P&L/Human Resou	290,210				353,630	353,630	(1,900)	273,535	284,864			558,399	83,541	
50	Municipal Court Fund	1,817					0						0	1,817	
53	5301 Unemployment Reserve	182,555				264,560	264,560			50,000			50,000	397,115	
60	Infrastructure Improvements	1,669,217	607,200			30,300	637,500	(200,000)		21,000			21,000	2,085,717	
61	6100 Special Parks Improvements	1,632,234	607,200			25,500	632,700	(402,496)		21,000	1,017,233		1,038,233	824,205	
62	6200 Civic Center	548,205	607,200	725,995	70,000	44,962	1,448,157	0		1,253,517	239,618		1,493,135	503,227	
63	Schedt Special Designated Revenues Fun	1,719,330		224,550		750	225,300	(360,646)					0	1,583,984	
64	Mun Infrastructure GRT - Econ De	7,903,229	1,339,156			191,900	1,531,056	(341,850)		709,600	2,100,000		2,809,600	6,282,835	
65	Schedt 1/4% Capital Outlay Fund	5,568,249	2,144,175			90,750	2,234,925	(1,548,456)		85,000			85,000	6,169,718	
66	6600 1/4% GRT - Dedicated to Ute Wate	8,417,031	2,503,598			207,523	2,711,121			2,880,998			2,880,998	8,247,154	
67	WWTP-Replacement Reserve	533,092				12,500	12,500						0	545,592	
68	WWTP-Debt Service Reserve	652,043				15,000	15,000						0	667,043	
72	7003 EMS Grant	0			100,000		100,000			100,000			100,000	0	
75	Schedt Special Streets - General Tsf	2,071,280	2,853,549			414,270	3,267,819	209,026	2,023,007	3,366,112	121,006	38,000	5,548,125	0	
76	Schedt Clovis Recycling - General Tsf	7,026			27,883	5,000	32,883			30,290			30,290	9,619	
77	7700 Lodging Tax (5%)	1,108,820	725,000			6,750	731,750	(402,500)		140,552	0		140,552	1,297,518	
78	7800 Lodging Tax Promotional	1,433,301				30,000	30,000	402,500		282,450			282,450	1,583,351	
79	Industrial	1,340				25	25						0	1,365	
86	Debt Service - Ute Project	1,514,417				30,000	30,000	740,367				166,991	166,991	2,117,792	
87	Schedt Capital Projects	4,469,588			14,631,038	828,322	15,459,360	(1,514,964)		2,014,219	14,954,034		16,968,253	1,445,731	
88	8800 Drainage Improvements	1,839,608	607,200			40,000	647,200			82,215			82,215	2,404,593	
89	Local Govt Correction - General Ts	0		40,000		40,000	(40,000)						0	0	
90	9000 Law Enforcement Protection	10,262			275,000	2,500	277,500		112,500	168,864			281,364	6,398	
91	9100 Senior Meal Site	0			372,440	93,000	465,440	32,897	22,879	475,458			498,337	0	
92	Schedt Clovis Area Transit System - Gene	524,174			43,750	1,011,666	2,884	1,058,300	0	992,723	323,114	6,960	1,322,797	259,677	
94	9400 American Rescue Plan	2,635,037			0	150,250	150,250	344,209		567,390	2,561,856		3,129,246	250	
96	Schedt Department of Justice	1,146			41,043	3,834	44,877			0	33,488		33,488	12,535	
97	Schedt Intergovernmental Grants	12,602			472,789		472,789	53,386	444,943	93,834			538,777	0	
98	Drug Control Fund	12,203			125,347		125,347	0	12,344	107,656			120,000	17,550	
TOTAL			85,307,693	39,512,287	17,328,648	41,003,007	7,621,888	105,465,830	(0)	34,811,226	36,680,448	51,705,787	3,772,044	126,969,504	63,804,019
General fund & General Operating								37,538,747					50,235,473	(12,696,726)	

CITY OF CLOVIS
Municipal Budget Preliminary
2026 Fiscal Year from 7/01/25 to 06/30/26

FUND DEPT REF: NO.	FUND DESCRIPTION	UNAUDITED CASH BALANCE (3)	TAXES & LICENSE	REVENUES-- SERVICE CHARGES	GRANTS	OTHER	REVENUE (4)	NET TRANSFERS (5)	EXPENSES		CAPITAL OUTLAY	BOND LEASE PMNTS	EXPENDITURES (6)	ESTIMATED CASH BALANCE (7)
									PERSONNEL SERVICES	OPERATING EXPENSES				
1	101	Legislative							183,123	305,536			488,659	
1	102	Attorney								268,000			268,000	
1	103	Executive							652,104	267,278	0		919,382	919,382
1	104	Elections							4,575	44,851			49,426	49,426
1	105	Finance							900,811	1,075,388			1,976,199	1,976,199
1	106	City Hall							56,268	236,191			292,459	292,459
1	108	Municipal Court							463,247	79,294			542,541	542,541
1	201	Building Safety							1,160,368	195,638	50,000		1,406,006	1,406,006
1	205	D.E.A.P.								18,800			18,800	18,800
1	207	Information Technology							425,049	1,384,845	283,361		2,093,255	2,093,255
1	208	Water Policy								3,430			3,430	3,430
1	301	Police							8,626,066	1,635,825	380,000		10,641,891	10,641,891
1	401	Animal Shelter							429,847	108,002	1,647,954		2,185,803	2,185,803
1	501	Fire							8,829,627	2,533,625	347,670		11,710,922	11,710,922
1	604	Street Lighting								545,000			545,000	545,000
1	701	Shop							291,783	72,684			364,467	364,467
1	801	Parks Maintenance							1,141,286	892,550	61,645		2,095,481	2,095,481
1	804	Zoo							722,266	683,509	66,809		1,472,584	1,472,584
1	1001	Emergency Management	1/2 salary of both positions less Cell/wk comp/unempl						174,879	51,291			226,170	226,170
				0	0	0	0	0	24,061,299	10,401,737	2,837,439		37,300,475	
SENIOR SERVICES FUND														
5	1401	Senior Services							335,060	146,002			481,062	
									335,060	146,002	0		481,062	
SANITATION FUND:														
2	1101	Sanitation	Engineer position 1/2 paid Sanitation 1/2 paid Wastewater						2,315,943	822,738	1,281,940		4,420,621	
2	1102	Landfill							608,718	2,562,202	205,000	200,000	3,575,920	
				0	0	0	0	0	2,924,661	3,384,940	1,486,940	200,000	7,996,541	
RECREATION FUND:														
4	1301	Recreation							736,230	775,983			1,512,213	
4	1302	Lyceum								950,312	100,000		1,050,312	
									736,230	1,726,295	100,000	0	2,562,525	
NED HOUK PARK FUND:														
13	1801	Ned Houk Park							169,297	613,895	50,891		834,083	
13	1802	Shooting Range							92,599	68,051	15,500		176,150	
									261,896	681,946	66,391	0	1,010,233	
WORKER'S COMPENSATION FUND:														
48	4801	Worker's Compensation								150,000			150,000	
48	4802	Human Resources							273,535	134,864			408,399	
				0	0	0	0	0	273,535	284,864	0	0	558,399	
SPECIAL STREETS FUND:														
75	601	Maintenance							1,444,430	2,963,115	121,006	38,000	4,566,551	
75	602	E.R.T.							186,214	19,594			205,808	
75	603	Traffic							392,363	383,403	0		775,766	
				0	0	0	0	0	2,023,007	3,366,112	121,006	38,000	5,548,125	

CITY OF CLOVIS

Municipal Budget Preliminary

2026 Fiscal Year from 7/01/25 to 06/30/26

FUND DEPT FUND		UNAUDITED		REVENUES--	NET		EXPENSES--			BOND	EXPENDITURES	ESTIMATED
#REF!	NO. DESCRIPTION	CASH	TAXES &	SERVICE	GRANTS	REVENUE	TRANSFERS	PERSONNEL	OPERATING	CAPITAL	LEASE	CASH
(1)	(2)	BALANCE	LICENSE	CHARGES		(4)	(5)	SERVICES	EXPENSES	OUTLAY	PMNTS	BALANCE
		(3)									(6)	(7)
SALES TAX FUND												
87	8702 Main Street								1,088,948	1,750,000		2,838,948
87	8703 City parks				0				217,404	0		217,404
87	8706 Domestic Shelter								0	26,983		26,983
87	8709 Chamber/BEC								205,187			205,187
87	8712 Senior Services								0			0
87	8716 City roads								90,285	3,645,890		3,736,175
87	8718 LifeSaver Food Bank								412,395			412,395
87	8719 Behavioral Health								0	9,531,161		9,531,161
					0			2,014,219		14,954,034		16,968,253
										44,000		
CLOVIS AREA TRANSIT FUND:		Budgeting for 15 months (Federal year)										
92	9270 Operations							763,366	280,846			1,044,212
92	9271 Administration							229,357	42,268	6,960		278,585
					0			992,723	323,114	6,960		1,322,797
DEPARTMENT OF JUSTICE												
INTERGOVERNMENTAL GRANTS												
90	9001 LAW ENFORMENT RECRUIT											112,500
97	9701 EMERGENCY MANAGEMENT GRANTS								75,000			75,000
97	9702 POLICE GRANTS							25,150	18,834			43,984
97	9705 COPS GRANT				0			137,584	0			137,584
97	9706 FIREFIGHTER RECRUITMENT							282,209	0			282,209
TOTAL DEPT OF JUSTICE/SAFER NM					0			444,943	93,834	0	0	538,777

CITY OF CLOVIS
Municipal Budget Preliminary
2026 Fiscal Year from 7/01/25 to 06/30/26

FUND DEPT FUND	UNAUDITED		REVENUES--			REVENUE	NET	EXPENSES--		BOND	EXPENDITURES	ESTIMATED
#REF! NO. DESCRIPTION	CASH	TAXES & LICENSE	SERVICE CHARGES	GRANTS	OTHER	(4)	TRANSFERS	PERSONNEL SERVICES	OPERATING EXPENSES	CAPITAL OUTLAY	LEASE PMNTS	CASH BALANCE
(1) (2)	(3)						(5)				(6)	(7)
SUMMARY BY FUND TYPE:												
FUND DEPT FUND	UNAUDITED		REVENUES--			REVENUE	NET	EXPENSES--		BOND	EXPENDITURES	
NO. NO. DESCRIPTION	CASH	TAXES	SERVICE CHARGES	GRANTS	OTHER	(4)	TRANSFERS	PERSONNEL SERVICES	OPERATING EXPENSES	CAPITAL OUTLAY	LEASE PMNTS	(6)
(1) (2)	(3)						(5)					(7)
General Fund	18,037,342	27,413,009	2,686,500	0	694,734	30,794,243	(2,990,286)	24,061,299	10,401,740	2,837,439	0	37,300,478
Special Revenue Funds	48,676,128	12,099,278	1,059,495	5,350,047	1,724,962	20,233,782	698,627	5,845,311	14,584,908	6,651,351	188,000	27,269,570
Trust Funds	1,817						0	0	0	0	0	0
Capital Projects	4,469,588	0	0	14,631,038	4,068,322	18,699,360	(294,209)	0	2,014,219	19,414,789	0	21,429,008
Enterprise	9,740,141	0	13,582,653	21,021,922	443,680	35,048,255	(520,497)	4,631,081	9,344,717	22,802,208	1,049,153	37,827,159
Internal Service	472,766		0		618,190	618,190	(1,900)	273,535	334,864	0	0	608,399
Debt Service	3,909,911				72,000	72,000	3,108,266	0	0	0	2,534,890	2,534,890
TOTAL	85,307,693	39,512,287	17,328,648	41,003,007	7,621,888	105,465,830	0	34,811,226	36,680,448	51,705,787	3,772,044	126,969,504
Gen Fund taxes to Gen Fund Rev		89%						Gen Fund payroll to Gen Fund I	65%			
Total taxes to total Revenue		37%						Total payroll to total Exp	27%			

Designated Cash Reserves Not Budgeted at 6/30/26

General Fund 01

St Mandate -1/12	3,108,373
	<u>3,108,373</u>

Number of Employees:

Elected officials	10
Full Time	430
Part Time	17
Seasonal	32
Total	<u>489</u>

ICMA Forfeiture - 06/30/2025	70,360	
Insurance - Travelers	550,000	Airport Ins
Maintain 1/2 of Cash Reserve - emergency	1,554,187	590,000
Set Aside CPOA Bargaining	178,000	
TOTAL DESIGNATED	<u>2,352,547</u>	
UNDESIGNATED	<u>3,079,901</u>	
TOTAL AFTER STATE MANDATE	<u>5,432,447</u>	

PROPERTY TAX VALUATION:

	2024 FINAL VALUATION	OPERATING TAX RATE	GENERAL FUND COLLECTION	GENERAL FUND TAX RATE	GENERAL FUND COLLECTION	DIFFERENCE TO UTE PROJECT
Residential	593,652,243	0.004600	2,629,761	0.003600	2,087,353	542,408
Non-Residential	215,909,687	0.004368	908,199	0.003368	710,240	197,959
	<u>809,561,930</u>		<u>3,537,960</u>		<u>2,797,593</u>	<u>740,367</u>
TOTAL COLLECTION						
COUNTY COLLECTION RATE 96.30%						Transfer funds for debt service

CITY OF CLOVIS
Municipal Budget Preliminary
2026 Fiscal Year from 7/01/25 to 06/30/26

FUND DEPT FUND	UNAUDITED		REVENUES--			REVENUE	NET	EXPENSES--		BOND	EXPENDITURES	ESTIMATED	
#REF: NO. DESCRIPTION	CASH	TAXES &	SERVICE				TRANSFERS	PERSONNEL	OPERATING	LEASE		CASH	
(1) (2)	BALANCE	LICENSE	CHARGES	GRANTS	OTHER	(4)	(5)	SERVICES	EXPENSES	PMNTS	(6)	BALANCE	
SUMMARY BY FUND TYPE:													
FUND DEPT FUND	UNAUDITED		REVENUES--			REVENUE	NET	EXPENSES--		BOND	EXPENDITURES		
NO. NO. DESCRIPTION	CASH	TAXES	SERVICE	GRANTS	OTHER	(4)	(5)	PERSONNEL	OPERATING	CAPITAL	LEASE		
(1) (2)	BALANCE		CHARGES					SERVICES	EXPENSES	OUTLAY	PMNTS	(6)	
General Fund	18,037,342	27,413,009	2,686,500	0	694,734	30,794,243	(2,990,286)	24,061,299	10,401,740	2,837,439	0	37,300,478	8,540,821
Special Revenue Funds	48,676,128	12,099,278	1,059,495	5,350,047	1,724,962	20,233,782	698,627	5,845,311	14,584,908	6,651,351	188,000	27,269,570	42,338,967
Trust Funds	1,817						0	0	0	0	0	0	1,817
Capital Projects	4,469,588	0	0	14,631,038	4,068,322	18,699,360	(294,209)	0	2,014,219	19,414,789	0	21,429,008	1,445,731
Enterprise	9,740,141	0	13,582,653	21,021,922	443,680	35,048,255	(520,497)	4,631,081	9,344,717	22,802,208	1,049,153	37,827,159	6,440,740
Internal Service	472,766		0		618,190	618,190	(1,900)	273,535	334,864	0	0	608,399	480,657
Debt Service	3,909,911				72,000	72,000	3,108,266	0	0	0	2,534,890	2,534,890	4,555,287
												0	0
TOTAL	85,307,693	39,512,287	17,328,648	41,003,007	7,621,888	105,465,830	0	34,811,226	36,680,448	51,705,787	3,772,044	126,969,504	63,804,019
Gen Fund taxes to Gen Fund Rev		89%				Gen Fund payroll to Gen Fund I		65%					
Total taxes to total Revenue		37%				Total payroll to total Exp		27%					

Designated Cash Reserves Not Budgeted at 6/30/26

General Fund 01
St Mandate -1/12

3,108,373
3,108,373

Number of Employees:

Elected officials	10
Full Time	430
Part Time	17
Seasonal	32
Total	489

ICMA Forfeiture - 06/30/2025	70,360		
Insurance - Travelers	550,000	Airport Ins	590,000
Maintain 1/2 of Cash Reserve - emergency	1,554,187		
Set Aside CPOA Bargaining	178,000		
TOTAL DESIGNATED	2,352,547		
UNDESIGNATED	3,079,901		
TOTAL AFTER STATE MANDATE	5,432,447		

PROPERTY TAX VALUATION:

	2024 FINAL VALUATION	OPERATING TAX RATE	GENERAL FUND COLLECTION TAX RATE	GENERAL FUND COLLECTION	DIFFERENCE TO UTE PROJECT	
Residential	593,652,243	0.004600	2,629,761	0.003600	2,087,353	542,408
Non-Residential	215,909,687	0.004368	908,199	0.003368	710,240	197,959
	809,561,930					
TOTAL COLLECTION			3,537,960		2,797,593	740,367
COUNTY COLLECTION RATE 96.30%						Transfer funds for debt service

CITY OF CLOVIS
TRANSFER SUMMARY
FISCAL YEAR ENDING JUNE 30, 2026

FROM	TO	AMOUNT	EXPLANATION
GENERAL FUND TRANSFERS:			
General	2 Sanitation	259,000	Reimburse General for Administrative Fees
"	3 Municipal Road	105,000	Reimburse General for Street Work
"	4 Recreation	(1,517,910)	General Subsidy to Fund
"	5 Older Adults Division	(386,738)	General Subsidy to Fund
"	10 Wastewater	150,000	Reimburse General for Administrative Fees
"	13 Ned Houk Park	(364,724)	General Subsidy to Fund
"	48 Worker's Comp P & L	1,900	Safety boots - Parks and Zoo
"	63 Designated Cash	26,530	Court warrant fees for Full Time Bailiff
"	14 Library	(772,684)	General Subsidy to Fund
"	63 Designated Cash	72,984	Court warrant fees for Mun Ct Overtime
"	63 Designated Cash	171,825	Zoo Admissions - Improvements
"	63 Designated Cash	8,194	Evidence Room remodel
"	63 Designated Cash	30,459	Funds from Court Automation to Municipal Court
"	63 Designated Cash	6,500	Zoo Admissions for zoo lights
"	63 Designated Cash	28,654	Zoo admissions for gift shop purchases
"	63 Designated Cash	0	Zoo admissions - Fencing - 50% of cost
"	60 Capital Outlay 1/4 GRT	200,000	Fire & Police Capital Outlay
"	61 Special Parks Improvements	(13,600)	3rd repay for mower purchase (20150 bal before tsf)
"	75 Special Streets	(209,026)	General Subsidy to Fund
"	89 Local Gov't Correction	40,000	Reimburse General for Care of Prisoners
"	91 Meal Site	(32,897)	Overage from grant funding
"	97 Intergovernmental Grant	(53,386)	Overage from grant funding
Net General Cash Reserve Increase (Decrease)		(2,249,920)	

MISCELLANEOUS FUNDS - TRANSFERS

FROM	TO	AMOUNT	EXPLANATION
77 Lodging T	78 Lodging Tax Promotional	402,500	50% Proceeds of 3% and 25% of 2% of 5% tax
10 Wastewater	44 WWTP - Debt Service Reserve	453,347	Debt Service Payment
63 Designate	13 Ned Houk Park	15,500	Mower for Shooting Range
65 Capital C	42 2015 Street Debt Service	162,350	Debt Service Payment
65 Capital C	45 2024 Street Debt Service	496,788	Debt Service Payment
65 Capital C	45 2018 Street Debt Service	237,170	Debt Service Payment
61 Parks Imp	47 Park & Infra Debt Service	416,096	Debt Service Payment
65 Capital C	45 Street Debt Service 21	141,463	Debt Service Payment
65 Capital C	40 Street Debt Service 12	460,685	Debt Service Payment
65 Capital C	87 Capital Projects	90,000	BNSF - Corridor Improvement Project
65 Capital C	87 Capital Projects	50,000	Great Blocks - Main Street
1 General F	86 Ute Water Construction Bond	740,367	Debt Service Payment (Addt'l based on 1 mil increase)
87 Capital F	94 American Rescue Plan	344,209	MLK Engineering correct coding
87 Capital F	25 Road Bonds	1,220,755	MLK 7th to 21st

MISCELLANEOUS FUNDS - LOAN PAYMENTS

TO	FROM	AMOUNT	EXPLANATION
64 Econ Deve	10 Wastewater	341,850	Loan payment
53 Unemploy	2 Sanitation - Landfill	200,000	Water Wagon - 5 year loan \$ Year 2
12 Airport	48 Airport	50,000	Payment 3 of 10 for Fuel Trucks

City of Clovis
Budget Summary -Capital Outlay and Debt Service Detail
FYE June 30, 2026

Fund	Department	Description	Account Number			Department Total	Fund Total
			Dept	Account	Amount		
General	Building Safety (1)	Vehicle	010201-	67430-	50,000	50,000	
	Information Tech	Servers - PD (2)	010207-	67385-	283,361	283,361	
General	Police	(6) Vehicles	010301-	67410-	380,000	380,000	
General	Animal Shelter	New Animal Shelter - Building	010401-	67210-	1,500,000		
		Ford F-250 and Cage	010401-	67430-	83,168		
		New Animal Shelter - Architect	010401-	67660-	64,786	1,647,954	
General	Fire	Ambulance w/stretcher/loader	010501-	67450-	347,670	347,670	
General	Parks	Truck	010801-	67430-	46,145		
		Tractor	010801-	67570-	15,500	61,645	
General	Zoo	Giraffe House Improvements	010804-	67110-	27,149		
		Sloth Barn	010804-	67110-	24,160		
		Tractor	010804-	67570-	15,500	66,809	2,837,439
Sanitation	Collections	(1) F-150 Truck	021101-	67430-	50,000		
		(2) Packer Body	021101-	67540-	219,284		
		(1) Sideload Refuse Truck	021101-	67540-	275,000		
		(1) Rearload Refuse Truck	021101-	67540-	350,000		
		2025 Auto Car - Front Load	021101-	67540-	387,656	1,281,940	
	Landfill	Perimeter Fencing - upgrade	021102-	67145-	75,000		
		(2)Vehicles (Pickups)	021102-	67430-	130,000	205,000	1,486,940
Recreation	Lyceum	Audio Visual equipment	041302-	67385-	100,000	100,000	100,000
	Fire Marshall	Chevy Tahoe	071501-	67430-	61,980		
		KME - Fire Truck	071501-	67440-	342,819	404,799	404,799
Wastewater	WWTP	Sewer repairs	101602-	67220-	50,000		
		(2) 1/2 Ton 4 wheel drive	101602-	67430-	100,000	150,000	150,000
Airport	Airport	Airport Terminal	121701-	67210-	20,163,936		
		Fuel Farm Rehab & Upgrade	121701-	67385-	412,339		
		ARRF - equipment	121701-	67440-	3,089		
		Terminal Building	121701-	67660-	413,904	20,993,268	20,993,268
Ned Houk Park	Ned Houk Park	Mower	131801-	67570-	50,891	50,891	
		Tractor	131802-	67570-	15,500	15,500	66,391
Colonial Golf C Touchstone		Portable Bar	191900-	67385-	7,000		
		Spray Rig - New	191900-	67385-	95,000		
		Gees Triplex Mower - used	191900-	67570-	20,000		
		Greens Triplex Mower - new	191900-	67570-	50,000	172,000	172,000
	Road Bonds	MLK 7th to 21st	949400-	67240-	1,220,755		
	Parks Imp	2st Street - Prince to Norris	252500-	67240-	3,240,000	4,460,755	4,460,755
		Goodwin Lake Improvements	616100-	67215-	1,017,233	1,017,233	1,017,233
Civic Center	Civic Center	Solar Panels	626200-	67120-	239,618	239,618	239,618
Econ Develop	Econ Develop	Industrial Park Improvements	646400-	67110-	1,500,000		
		Track Extension Industrial Park	646400-	67240-	600,000	2,100,000	2,100,000
Special Streets	Street Maint	Dump truck	750601-	67560-	121,006	121,006	121,006
	Main Street	Downtown Mini Blocks	078702-	67240-	1,750,000	1,750,000	
	Domestic Shelter	Fencing around shelter house	078706-	67145-	26,983	26,983	
	Streets	Purdue and Cameo	078716-	67240-	2,352,568		
		Corridor Improvement Project	078716-	67660-	1,210,920		
		Multi-Use Trail - Design	078716-	67660-	82,402	3,645,890	
Capital Project	Behavioral Heal	Facility	078719-	67110-	9,531,161	9,531,161	14,954,034
CATS	Capital	Radio System Repeater	929270-	67385-	6,960	6,960	6,960
American Rescue ARPA		Animal Control Building	949400-	67110-	1,410,903		
		Sand Volleyball Courts/Pol	949400-	67215-	78,663		
		Hillcrest Parks Sports Court	949400-	67215-	14,055		
		Parks Improvements	949400-	67215-	735,171		
		Airport Terminal - Build	949400-	67660-	323,064	2,561,856	2,561,856
		(1) In Car Camera CCSO	969619-	67385-	15,113		
Department of Justice		(2) In Car Cameras CPD/CCSO	969619-	67385-	18,375	33,488	33,488

TOTAL CAPITAL OUTLAY

51,705,787 51,705,787 51,705,787

LEASE PURCHASE PAYMENTS:

Sanitation	Landfill	150 Motor Grader	021102-	69301-	120,000		
		D8T Dozer	021102-	69301-	118,919		
		623 K Scraper	021102-	69301-	140,261		
		835 K Compactor	021102-	69301-	211,378		
		938 K Load	021102-	69301-	38,516		
		Property Tax on Equipment	021102-	69301-	15,926		
		RAID grant - Tire Shredder	021102-	69301-	45,000	690,000	690,000
	Landfill	Payment 2 of 5 Water Wagon	021102-	69302-	200,000	200,000	200,000
State Fire	State Fire	Loan Payment -	071501-	69301-	75,000		
		Loan Payment -	071501-	69301-	75,000	150,000	150,000
Wastewater	Wastewater	420-07xe Backhoe	101602-	69301-	18,444		
		Property Tax on Equipment	101602-	69301-	1,556	20,000	20,000
Airport	Airport	Loan Payment 3/5 Refuelers	121701-	69301-	50,000	50,000	50,000
Special Streets St Maint		Lease Purchase - 930K	750601-	69301-	22,900		
		Lease Purchase - 420 PST	750601-	69301-	12,551		
		Property Tax on Equipment	750601-	69301-	2,549	38,000	38,000
		TOTAL LEASE/LOAN PAYMENTS			1,148,000	1,148,000	1,148,000

BOND PAYMENTS:

Wastewater Debt Service		Gross Receipts Revenue Bonds	444400-	69100-	453,347		453,347
Street Improvem	Streets 2012	Gross Receipts Revenue Bonds	404000-	69100-	460,685		460,685
Street Improvem	Streets 2021	Gross Receipts Revenue Bonds	454501-	69100-	141,463		141,463
1/4% Cap Outlay	2015 Street Imp	Gross Receipts Revenue Bonds	424200-	69100-	162,350		162,350
Street Improvem	Streets 2025	Gross Receipts Revenue Bonds	454502-	69100-	496,788		496,788
Street Improvem	Streets 2018	Gross Receipts Revenue Bonds	454500-	69100-	237,170		237,170
Ute Project	Ute Project	Property Tax	868601-	69100-	166,991		166,991
Park & Infra Fu	Park & Infrastr	Gross Receipts Revenue Bonds	474700-	69100-	416,096		416,096
1/4% Capital Ou	Effluent (6)	New Mexico Finance Authority	101602-	69100-	244,680		244,680
LOAN PAYMENTS:							
Wastewater	Wastewater	Clean Water State Revolving Fund	101602-	69100-	534,474		534,474

TOTAL DEBT SERVICE PAYMENTS

3,314,044 3,314,044 3,314,044

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget							FOR PERIOD 99
ACCOUNTS FOR:							
General Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL General Fund	-42,030,320.95	-30,513,200.00	-31,374,441.00	-34,984,433.23	-30,513,200.00	-30,794,242.00	

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NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget							FOR PERIOD 99	
ACCOUNTS FOR:								
	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT	
Municipal Road Fund								
TOTAL Municipal Road Fund	-110,332.88	-105,000.00	-112,675.00	-112,665.80	-105,000.00	-105,000.00		

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Recreation Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL Recreation Fund	-312,567.87	-1,010,000.00	-2,214,203.00	-529,482.77	-1,010,000.00	-1,044,614.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Senior Services Division	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL Senior Services Divisi	-12,613.42	-5,000.00	-5,000.00	-8,794.70	-5,000.00	-4,000.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Environmental Tax Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL Environmental Tax Fund	-452,221.61	-204,000.00	-204,000.00	-471,316.02	-204,000.00	-235,150.00	_____

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget: FOR PERIOD 99

ACCOUNTS FOR:	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
State Fire Marshall Grant							
TOTAL State Fire Marshall Gr	-889,146.37	-848,082.00	-848,082.00	-873,331.73	-848,082.00	-1,243,781.00	_____

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD: 99	
ACCOUNTS FOR:							
Sanitary Sewer Improvements	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL Sanitary Sewer Improve	-79,338.53	-25,000.00	-25,000.00	-51,104.10	-25,000.00	-9,850.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget							FOR PERIOD 99
ACCOUNTS FOR:							
	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
Wastewater Fund							
TOTAL Wastewater Fund	-4,453,338.06	-6,515,500.00	-6,533,998.00	-6,607,602.46	-6,515,500.00	-4,005,000.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026						2026 Fiscal Year Budget		FOR PERIOD 99	
ACCOUNTS FOR:									
Airport Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION:	2026 Adopted	COMMENT		
TOTAL Airport Fund	-5,960,403.40	-6,416,696.00	-31,429,966.00	-10,065,676.72	-6,416,696.00	-22,658,915.00			

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
	2024 ACTUAL	2025 ORIG. BUD	2025 REVISED BUD.	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
Ned Houk Park Fund							
TOTAL Ned Houk Park Fund	-76,508.91	-5,000.00	-16,486.00	-10,288.07	-5,000.00	-529,061.00	



NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026: 2026 Fiscal Year Budget FOR PERIOD 99

ACCOUNTS FOR:							
Library Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL Library Fund	-135,744.42	-217,555.00	-227,796.00	-183,160.27	-217,555.00	-197,387.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget FOR PERIOD 99

ACCOUNTS FOR:							
	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
Colonial Golf Course Fund							
TOTAL Colonial Golf Course F	-2,123,198.90	-1,917,570.00	-1,917,570.00	-2,251,027.20	-1,917,570.00	-2,184,965.00	_____

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
2018 Street Bonds	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL 2018 Street Bonds	-16,980.15	-3,600,000.00	-3,627,857.00	-38,752.72	-3,600,000.00	-3,240,000.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget							FOR PERIOD 99
ACCOUNTS FOR:							
	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
2012 Street Bonds Debt Svc							
TOTAL 2012 Street Bonds Debt	-68,426.40	-500.00	-500.00	-9,900.63	-500.00	-4,500.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget FOR PERIOD 99

ACCOUNTS FOR:							
	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
2015 Street Bonds Debt Svc							
TOTAL 2015 Street Bonds Debt	-10,661.53	-3,000.00	-3,000.00	-9,653.47	.00	-4,500.00	



NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
wwTP Debt Service	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL WWTP Debt Service	-4,090.24	-1,500.00	-1,500.00	-3,907.47	-1,500.00	-1,500.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026		2026 Fiscal Year Budget					FOR PERIOD 99	
ACCOUNTS FOR:								
NMFA Road Bonds	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT	
TOTAL NMFA Road Bonds	-6,136.08	.00	.00	.00	.00	.00	.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
2011 Parks Debt Service	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL 2011 Parks Debt Servic	-20,447.99	-3,400.00	-3,400.00	-8,866.62	-3,400.00	-4,000.00	_____

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Human Resources/Work Comp	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL Human Resources/Work C	-179,022.34	-338,630.00	-338,630.00	-166,064.96	-338,630.00	-353,630.00	

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NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget FOR PERIOD 99

ACCOUNTS FOR:							
Unemployment Reserve Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL Unemployment Reserve F	-109,234.22	-270,407.00	-270,407.00	-72,055.10	-270,407.00	-264,560.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Infrastructure Improvements GR	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL Infrastructure Improve	-810,304.89	-627,200.00	-627,200.00	-803,330.39	-627,200.00	-637,500.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Special Parks Improvements GRT	2024 ACTUAL	2025 ORIG. BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL Special Parks Improvem	-779,755.74	-617,200.00	-1,219,451.00	-1,545,381.01	-617,200.00	-632,700.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget							FOR PERIOD 99
ACCOUNTS FOR:							
Civic Center Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL Civic Center Fund	-1,304,490.82	-1,299,451.00	-1,478,270.00	-1,593,938.37	-1,299,451.00	-1,448,157.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 - 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Designated Cash Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL Designated Cash Fund	-664,144.99	-216,300.00	-216,300.00	-558,890.47	-216,300.00	-225,300.00	



NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget							FOR PERIOD 99	
ACCOUNTS FOR:								
Economic Development GRT	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT	
TOTAL Economic Development G	-1,767,869.50	-1,447,402.00	-1,447,402.00	-1,963,199.18	-1,447,402.00	-1,531,056.00		

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Capital Outlay GRT	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL Capital outlay GRT	-3,206,260.66	-2,214,275.00	-2,214,275.00	-3,133,811.50	-2,214,275.00	-2,234,925.00	_____

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget							FOR PERIOD 99
ACCOUNTS FOR:							
	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
Water Dedication GRT							
TOTAL Water Dedication GRT	-3,238,362.24	-2,662,423.00	-2,662,423.00	-3,200,369.60	-2,662,423.00	-2,711,121.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
WWTP Replacement Reserve							
TOTAL WWTP Replacement Reser	-25,718.00	-10,000.00	-10,000.00	-24,574.99	-10,000.00	-12,500.00	_____

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD .99	
ACCOUNTS FOR:							
wwtp Debt Service Reserve	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL wwtp Debt Service Rese	-31,456.56	-15,000.00	-15,000.00	-30,058.52	-15,000.00	-15,000.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget FOR PERIOD 99

ACCOUNTS FOR:							
Emergency Medical Services Gra	2024 ACTUAL	2025 ORIG. BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL Emergency Medical Serv	-17,939.00	-90,000.00	-90,000.00	-90,000.00	-90,000.00	-100,000.00	_____

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Special Streets Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL Special Streets Fund	-3,509,171.36	-2,890,450.00	-3,016,296.00	-3,527,146.98	-2,890,450.00	-3,267,819.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD '99	
ACCOUNTS FOR:							
Recycling Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL Recycling Fund	-31,310.20	-30,018.00	-30,018.00	-28,810.57	-30,018.00	-32,883.00	_____

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Lodger's Tax Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL Lodger's Tax Fund	-929,938.52	-735,400.00	-830,899.00	-893,086.80	-735,400.00	-731,750.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99'	
ACCOUNTS FOR:							
Lodger's Tax Promotional Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL Lodger's Tax Promotion	-58,345.18	-20,000.00	-20,000.00	-60,338.87	-20,000.00	-30,000.00	_____

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget							FOR PERIOD 99	
ACCOUNTS FOR:								
IRB Initiation Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT	
TOTAL IRB Initiation Fund	-64.66	.00	.00	-61.73	.00	-25.00		



NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Ute Water Bond Service	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL Ute Water Bond Service	-66,258.82	-23,000.00	-23,000.00	-58,199.22	-23,000.00	-30,000.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget							FOR PERIOD 99	
ACCOUNTS FOR:								
Capital Projects Fund	2024 ACTUAL	2025 ORIG' BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT	
TOTAL Capital Projects Fund	-4,997,667.28	-16,800,711.00	-20,400,767.00	-5,133,227.16	-16,800,711.00	-15,459,360.00		

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Drainage Improvement Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL Drainage Improvement F	771,501.05	-637,200.00	-637,200.00	-1,990,017.03	-637,200.00	-647,200.00	_____

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Corrections Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL Corrections Fund	-50,395.46	-40,000.00	-67,910.00	-67,909.09	-40,000.00	-40,000.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

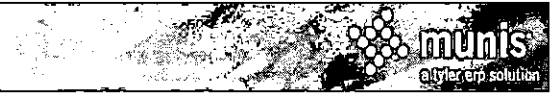
PROJECTION: 2026 2026 Fiscal Year Budget							FOR PERIOD 99
ACCOUNTS FOR:							
Law Enforcement Protection Fun	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL Law Enforcement Protec	-1,059,181.91	-598,750.00	-633,319.00	-636,952.31	-598,750.00	-277,500.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Senior Meal Program	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL Senior Meal Program	.00	.00	-250,280.00	-208,613.68	.00	-465,440.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget							FOR PERIOD 99
ACCOUNTS FOR:							
Clovis Area Transit System	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL Clovis Area Transit Sy	-741,654.62	-1,072,819.00	-1,073,182.00	-681,129.40	-1,072,819.00	-1,058,300.00	



NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
American Rescue Plan	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL American Rescue Plan	-1,229,411.80	-50,000.00	-318,261.00	-349,009.96	-50,000.00	-150,250.00	_____



NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Department of Justice	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
TOTAL Department of Justice	-53,913.28	-23,594.00	-23,594.00	-1,061.34	-23,594.00	-44,877.00	_____

PROJECTION: 2026		2026 Fiscal Year Budget	FOR PERIOD 99
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NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026. 2026 Fiscal Year Budget. FOR PERIOD 99

ACCOUNTS FOR:	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
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TOTAL Drug Control Fund	-144,569.22	-153,567.00	-153,567.00	-137,882.68	-153,567.00	-125,347.00	
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GRAND TOTAL	-88,153,256.91	-90,684,347.00	-123,398,671.00	-90,053,202.99	-90,681,347.00	-105,465,829.00	
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NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget				FOR PERIOD 99			
ACCOUNTS FOR:							
General Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
010101 Legislative							
Legislative	319,102.96	564,978.00	569,978.00	410,240.88	564,978.00	488,659.00	
010102 Legal Services							
Legal Services	178,396.99	268,000.00	268,000.00	138,150.31	268,000.00	268,000.00	
010103 Executive							
Executive	594,153.35	859,717.00	873,310.00	703,587.76	859,717.00	919,382.00	
010104 Election							
Election	46,648.96	.00	.00	.00	.00	49,426.00	
010105 Finance							
Finance	1,428,919.80	1,960,366.00	2,002,598.00	1,803,507.02	1,960,366.00	1,976,199.00	
010106 City Hall							
City Hall	104,411.12	215,332.00	326,844.00	267,069.15	215,332.00	292,459.00	
010108 Municipal Court							
Municipal Court	445,120.71	517,864.00	532,936.00	456,971.72	517,864.00	542,541.00	
010201 Building Safety							
Building Safety	928,061.91	1,445,744.00	1,481,794.00	1,111,760.87	1,445,744.00	1,406,006.00	
010205 Distinguished Employee Program							
Distinguished Employee	11,476.79	18,800.00	18,800.00	12,874.34	18,800.00	18,800.00	
010207 Information Technology							

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget

FOR PERIOD 99

ACCOUNTS FOR:

General Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
Information Technology	1,258,191.63	1,749,699.00	1,807,001.00	1,440,944.13	1,749,699.00	2,093,255.00	
010208 Water Policy Board							
Water Policy Board	1,353.55	3,430.00	3,430.00	2,200.00	3,430.00	3,430.00	
010301 Police							
Police	8,531,425.63	10,101,652.00	11,013,871.00	8,592,065.55	10,101,652.00	10,641,891.00	
010401 Animal Shelter							
Animal Shelter	637,415.61	907,750.00	939,745.00	565,779.62	907,750.00	2,185,803.00	
010501 Fire and EMS Services							
Fire and EMS Services	9,237,343.17	10,338,508.00	12,406,890.00	11,230,609.66	10,338,508.00	11,710,922.00	
010604 Street Lighting							
Street Lighting	535,269.93	535,000.00	543,000.00	541,861.36	535,000.00	545,000.00	
010701 Fleet Services							
Fleet Services	231,148.82	343,452.00	358,622.00	312,608.87	343,452.00	364,467.00	
010801 Parks							
Parks	1,718,430.41	1,979,673.00	2,200,863.00	2,132,992.75	1,979,673.00	2,095,481.00	
010804 Zoo							
Zoo	1,381,976.51	1,557,649.00	1,695,364.00	1,261,472.78	1,557,649.00	1,472,584.00	
011001 Civil Defense							

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget							FOR PERIOD 99	
ACCOUNTS FOR:								
General Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT	
Civil Defense	77,993.39	123,945.00	123,945.00	77,117.11	123,945.00	226,170.00		
TOTAL General Fund	27,666,841.24	33,491,559.00	37,166,991.00	31,061,813.88	33,491,559.00	37,300,475.00		

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026		2026 Fiscal Year Budget				FOR PERIOD 99	
ACCOUNTS FOR:							
Solid Waste Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
021101 Refuse Collections	-	-	-	-	-	-	-
Refuse Collections	2,072,435.47	3,834,064.00	4,003,386.00	3,029,587.23	3,834,064.00	4,420,621.00	
021102 Landfill	-	-	-	-	-	-	-
Landfill	2,220,210.23	4,108,212.00	4,251,142.00	3,392,981.55	4,108,212.00	3,575,920.00	
TOTAL Solid Waste Fund	4,292,645.70	7,942,276.00	8,254,528.00	6,422,568.78	7,942,276.00	7,996,541.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Recreation Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
041301 Recreation							
Recreation	683,678.67	1,057,860.00	3,863,398.00	3,535,034.08	1,057,860.00	1,512,213.00	
041302 Lyceum Theater							
Lyceum Theater	47,840.32	1,123,490.00	1,123,490.00	114,018.08	1,123,490.00	1,050,312.00	
TOTAL Recreation Fund	731,518.99	2,181,350.00	4,986,888.00	3,649,052.16	2,181,350.00	2,562,525.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget FOR PERIOD 99

ACCOUNTS FOR:							
Senior Services Division	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
051401 Senior Services							
Senior Services	327,230.11	347,950.00	382,214.00	295,243.57	347,950.00	481,062.00	
TOTAL Senior Services Divisi	327,230.11	347,950.00	382,214.00	295,243.57	347,950.00	481,062.00	



NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Environmental Tax Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
060600 Environmental Tax Fund							
Environmental Tax Fund	-37,890.56	37,891.00	37,891.00	.00	37,891.00	31,088.00	
TOTAL Environmental Tax Fund	-37,890.56	37,891.00	37,891.00	.00	37,891.00	31,088.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget FOR PERIOD 99

ACCOUNTS FOR:							
State Fire Marshall Grant	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
071501 Fire Marshall				-	-		
Fire Marshall	228,143.76	2,450,016.00	2,489,091.00	1,628,930.66	2,450,016.00	1,098,744.00	
071502 Administration Building					-		
Administration Buildin	.00	.00	.00	.00	.00	168,686.00	
TOTAL State Fire Marshall Gr	228,143.76	2,450,016.00	2,489,091.00	1,628,930.66	2,450,016.00	1,267,430.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Wastewater Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
101602 Wastewater Fund							
Wastewater Fund	1,653,354.73	4,160,042.00	4,743,606.00	3,613,186.26	4,160,042.00	4,656,365.00	
101603 Wastewater Fund							
Wastewater Fund	-200,076.19	1,749,919.00	1,749,919.00	.00	1,749,919.00	.00	
TOTAL Wastewater Fund	1,453,278.54	5,909,961.00	6,493,525.00	3,613,186.26	5,909,961.00	4,656,365.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Airport Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
121701-- Airport							
Airport	1,691,681.32	5,167,231.00	31,085,670.00	28,102,101.96	5,167,231.00	23,250,679.00	_____
TOTAL Airport Fund	1,691,681.32	5,167,231.00	31,085,670.00	28,102,101.96	5,167,231.00	23,250,679.00	_____

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget FOR PERIOD 99

ACCOUNTS FOR:							
	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
Ned Houk Park Fund							
131801 Ned Houk Park							
Ned Houk Park	331,949.60	326,334.00	544,314.00	433,711.88	326,334.00	834,083.00	
131802 Joe Thomas Shooting Range							
Joe Thomas Shooting Ra	37,517.82	131,491.00	131,491.00	124,794.09	131,491.00	176,150.00	
TOTAL Ned Houk Park Fund	369,467.42	457,825.00	675,805.00	558,505.97	457,825.00	1,010,233.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Library Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
141901 Library	-						
Library	1,064,179.81	2,663,760.00	2,998,835.00	1,235,387.84	2,663,760.00	1,481,626.00	
TOTAL Library Fund	1,064,179.81	2,663,760.00	2,998,835.00	1,235,387.84	2,663,760.00	1,481,626.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
Colonial Golf Course Fund							
191900 Colonial Golf Course							
Colonial Golf Course	1,643,066.46	1,790,689.00	1,790,689.00	2,304,947.76	1,790,689.00	1,923,574.00	
TOTAL Colonial Golf Course F	1,643,066.46	1,790,689.00	1,790,689.00	2,304,947.76	1,790,689.00	1,923,574.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget FOR PERIOD 99

ACCOUNTS FOR:		2024	2025	2025	2025	2025	2026	
		ACTUAL	ORIG BUD	REVISED BUD	ACTUAL	PROJECTION	Adopted	COMMENT
2018 Street Bonds								
252500	2018 Street Bonds							
	2018 Street Bonds	1,025,847.62	3,890,731.00	3,918,588.00	-669,389.93	3,890,731.00	4,460,755.00	
	TOTAL 2018 Street Bonds	1,025,847.62	3,890,731.00	3,918,588.00	-669,389.93	3,890,731.00	4,460,755.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget							FOR PERIOD 99	
ACCOUNTS FOR:								
2012 Street Bonds Debt Svc	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT	
404000 2012 Street Bonds Debt Svc								
2012 Street Bonds Debt	480,485.00	470,805.00	470,805.00	470,805.00	470,805.00	460,685.00		
TOTAL 2012 Street Bonds Debt	480,485.00	470,805.00	470,805.00	470,805.00	470,805.00	460,685.00		

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
2015 Street Bonds Debt Svc	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
424200 2015 Street Bonds Debt Svc							
2015 Street Bonds Debt	411,100.00	411,850.00	411,850.00	411,850.00	.00	162,350.00	
TOTAL 2015 Street Bonds Debt	411,100.00	411,850.00	411,850.00	411,850.00	.00	162,350.00	



NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
WWTP Debt Service	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
444400 WWTP Debt Service							
WWTP Debt Service	33,800.14	455,583.00	455,583.00	455,582.48	455,583.00	453,347.00	
TOTAL WWTP Debt Service	33,800.14	455,583.00	455,583.00	455,582.48	455,583.00	453,347.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
NMFA Road Bonds	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
454500 Debt Service 18 Street Bonds							
Debt Service 18 Street	231,537.60	237,001.00	237,001.00	236,999.54	237,001.00	237,170.00	
454501 2021 NMFA Road Bonds							
2021 NMFA Road Bonds	.00	16,948.00	141,948.00	141,947.90	16,948.00	141,463.00	
454502 2024 NMFA Road Bonds							
2024 NMFA Road Bonds	.00	99,512.00	520,912.00	520,910.95	99,512.00	496,788.00	
TOTAL NMFA Road Bonds	231,537.60	353,461.00	899,861.00	899,858.39	353,461.00	875,421.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
2011 Parks Debt Service	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
474700 2011 Parks Debt Service							
2011 Parks Debt Servic	241,760.32	417,059.00	417,059.00	417,057.77	417,059.00	416,096.00	
TOTAL 2011 Parks Debt Servic	241,760.32	417,059.00	417,059.00	417,057.77	417,059.00	416,096.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Human Resources/Work Comp	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
484801 Worker's Compensation							
Worker's Compensation	129,948.90	150,000.00	150,000.00	136,820.00	150,000.00	150,000.00	
484802 Human Resources							
Human Resources	375,542.95	445,109.00	486,719.00	411,476.70	445,109.00	408,399.00	
TOTAL Human Resources/Work C	505,491.85	595,109.00	636,719.00	548,296.70	595,109.00	558,399.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Unemployment Reserve Fund	2024 ACTUAL	2025 ORIG. BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
535301 Unemployment Reserve							
Unemployment Reserve	32,705.29	50,000.00	50,000.00	46,278.96	50,000.00	50,000.00	
TOTAL Unemployment Reserve F	32,705.29	50,000.00	50,000.00	46,278.96	50,000.00	50,000.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
	2024 ACTUAL	2025 ORIG. BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
Infrastructure Improvements GR							
606000 Infrastructure Improvements GR	-	--	-			-	-
Infrastructure Improve	21,413.84	21,000.00	21,000.00	20,939.64	21,000.00	21,000.00	
TOTAL Infrastructure Improve	21,413.84	21,000.00	21,000.00	20,939.64	21,000.00	21,000.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Special Parks Improvements GRT	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
616100 Special Parks Improvements GRT							
Special Parks Improvem	148,831.07	52,190.00	1,344,432.00	1,314,736.62	52,190.00	1,038,233.00	
TOTAL Special Parks Improvem	148,831.07	52,190.00	1,344,432.00	1,314,736.62	52,190.00	1,038,233.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 - 2026 Fiscal Year Budget FOR PERIOD 99

ACCOUNTS FOR:							
Civic Center Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
626200 Civic Center							
Civic Center	932,275.94	1,253,586.00	2,478,334.00	2,057,998.64	1,253,586.00	1,493,135.00	
TOTAL Civic Center Fund	932,275.94	1,253,586.00	2,478,334.00	2,057,998.64	1,253,586.00	1,493,135.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
Economic Development GRT							
646400 Economic Development							
Economic Development	134,693.49	2,899,600.00	2,899,600.00	153,036.83	2,899,600.00	2,809,600.00	
TOTAL Economic Development G	134,693.49	2,899,600.00	2,899,600.00	153,036.83	2,899,600.00	2,809,600.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget FOR PERIOD 99

ACCOUNTS FOR:							
Capital Outlay GRT	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
656500 Capital Outlay GRT							
Capital Outlay GRT	85,938.09	85,000.00	85,000.00	84,064.10	85,000.00	85,000.00	
TOTAL Capital Outlay GRT	85,938.09	85,000.00	85,000.00	84,064.10	85,000.00	85,000.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Water Dedication GRT	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
666600 Ute Water Project							
Ute Water Project	2,214,563.01	2,431,906.00	2,483,288.00	2,481,024.18	2,431,906.00	2,755,998.00	
666601 Water Dedication GRT							
Water Dedication GRT	107,228.58	125,000.00	125,000.00	93,202.76	125,000.00	125,000.00	
TOTAL Water Dedication GRT	2,321,791.59	2,556,906.00	2,608,288.00	2,574,226.94	2,556,906.00	2,880,998.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget							FOR PERIOD 99
ACCOUNTS FOR:							
Emergency Medical Services Gra	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
727003 --EMS Grant							
EMS Grant	17,988.00	90,000.00	90,000.00	90,000.00	90,000.00	100,000.00	
TOTAL Emergency Medical Serv	17,988.00	90,000.00	90,000.00	90,000.00	90,000.00	100,000.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Special Streets Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
750601 Street Maintenance							
Street Maintenance	3,029,764.24	3,384,154.00	3,457,050.00	3,272,447.12	3,384,154.00	4,566,551.00	
750602 Environmental Response Team							
Environmental Response	138,952.59	228,016.00	239,331.00	198,340.61	228,016.00	205,808.00	
750603 Traffic							
Traffic	546,534.37	697,980.00	823,104.00	575,832.11	697,980.00	775,766.00	
TOTAL Special Streets Fund	3,715,251.20	4,310,150.00	4,519,485.00	4,046,619.84	4,310,150.00	5,548,125.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget FOR PERIOD 99

ACCOUNTS FOR:		2024	2025	2025	2025	2025	2026	
Recycling Fund		ACTUAL	ORIG BUD	REVISED BUD	ACTUAL	PROJECTION	Adopted	COMMENT
767600	Keep Clovis Beautiful							
	Keep Clovis Beautiful	28,124.89	35,018.00	35,018.00	27,009.17	35,018.00	30,290.00	
	TOTAL Recycling Fund	28,124.89	35,018.00	35,018.00	27,009.17	35,018.00	30,290.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Lodger's Tax Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
777700 Lodger's Tax							
Lodger's Tax	111,741.52	115,039.00	178,507.00	142,800.41	115,039.00	140,552.00	
TOTAL Lodger's Tax Fund	111,741.52	115,039.00	178,507.00	142,800.41	115,039.00	140,552.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget FOR PERIOD 99

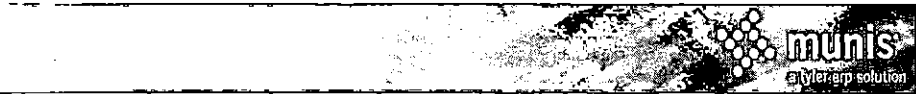
ACCOUNTS FOR:							
Lodger's Tax Promotional Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
787800 Lodger's Tax Promotional							
Lodger's Tax Promotion	196,422.88	314,166.00	605,466.00	365,360.65	314,166.00	282,450.00	
TOTAL Lodger's Tax Promotion	196,422.88	314,166.00	605,466.00	365,360.65	314,166.00	282,450.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
Ute Water Bond Service							
868601 Ute Water Bond Payments							
Ute Water Bond Payment	47,028.64	166,991.00	166,991.00	180.92	166,991.00	166,991.00	
TOTAL Ute Water Bond Service	47,028.64	166,991.00	166,991.00	180.92	166,991.00	166,991.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Capital Projects Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
878702 Main Street Projects							
Main Street Projects	13,491.04	1,752,825.00	3,452,825.00	681,955.32	1,752,825.00	1,088,948.00	
878703 City of Clovis Projects							
City of Clovis Project	1,114,194.05	1,457,360.00	1,730,321.00	259,616.31	1,457,360.00	217,404.00	
878706 Domestic Violence Shelter							
Domestic Violence Shel	89,016.15	.00	.00	26,982.22	.00	26,983.00	
878707 Que Linda Beautification							
Que Linda Beautificati	.00	.00	122,965.00	127,580.63	.00	.00	
878709 Chamber/BEC							
Chamber/BEC	18,283.34	384,500.00	384,500.00	306,728.22	384,500.00	205,187.00	
878712 Senior Center Grant							
Senior Center Grant	420,787.12	187,163.00	187,163.00	1,109.90	187,163.00	.00	
878714 Main Street Sidewalks							
Main Street Sidewalks	296,364.26	.00	.00	.00	.00	.00	
878716 Road Improvements							
Road Improvements	326,108.09	3,544,428.00	6,723,987.00	4,727,147.49	3,544,428.00	3,736,175.00	
878718 Eastern NM Food Bank							
Eastern NM Food Bank	3,770.26	450,000.00	769,172.00	584,171.77	450,000.00	412,395.00	
878719 Behavioral Health							



NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget FOR PERIOD 99

ACCOUNTS FOR:							
Capital Projects Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
Behavioral Health	368,862.59	9,631,161.00	9,631,161.00	7,186,152.00	9,631,161.00	9,531,161.00	
TOTAL Capital Projects Fund	2,650,876.90	17,407,437.00	23,002,094.00	13,901,443.86	17,407,437.00	15,218,253.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget FOR PERIOD 99

ACCOUNTS FOR:							
Drainage Improvement Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
888800 Drainage							
Drainage	-19,313.39	72,357.00	72,357.00	20,939.64	72,357.00	82,215.00	
TOTAL Drainage Improvement F	-19,313.39	72,357.00	72,357.00	20,939.64	72,357.00	82,215.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Law Enforcement Protection Fun	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
909000 Law Enforcement Protection							
Law Enforcement Protec	130,284.87	187,531.00	172,155.00	154,201.12	187,531.00	168,864.00	
909001 DFA Recruitment/Retention							
DFA Recruitment/Retent	424,999.99	206,250.00	206,250.00	206,250.00	206,250.00	.00	
909002 DPS Law Enforcement Retention							
DPS Law Enforcement Re	27,404.96	.00	33,845.00	38,869.85	.00	.00	
909003 DFA Recruitment							
DFA Recruitment	450,000.00	225,000.00	225,000.00	225,000.00	225,000.00	112,500.00	
TOTAL Law Enforcement Protec	1,032,689.82	618,781.00	637,250.00	624,320.97	618,781.00	281,364.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Senior Meal Program	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
919100 - Senior Meals Program							
Senior Meals Program	.00	.00	378,590.00	326,718.17	.00	498,337.00	
TOTAL Senior Meal Program	.00	.00	378,590.00	326,718.17	.00	498,337.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Clovis Area Transit System	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
929270 Operations							
Operations	652,597.43	1,048,448.00	1,104,888.00	676,478.33	1,048,448.00	1,044,212.00	
929271 Administration							
Administration	481,004.02	676,174.00	1,014,104.00	541,701.51	676,174.00	278,585.00	
TOTAL Clovis Area Transit Sy	1,133,601.45	1,724,622.00	2,118,992.00	1,218,179.84	1,724,622.00	1,322,797.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget							FOR PERIOD 99
ACCOUNTS FOR:							
American Rescue Plan	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
949400 American Rescue Plan							- - -
American Rescue Plan	-472,952.42	8,094,688.00	9,808,020.00	3,337,551.58	8,094,688.00	3,129,246.00	_____
TOTAL American Rescue Plan	-472,952.42	8,094,688.00	9,808,020.00	3,337,551.58	8,094,688.00	3,129,246.00	_____

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Department of Justice	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
969619: Department of Justice							
Department of Justice	22,904.59	23,594.00	23,594.00	23,489.63	23,594.00	33,488.00	
TOTAL Department of Justice	22,904.59	23,594.00	23,594.00	23,489.63	23,594.00	33,488.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget							FOR PERIOD '99
ACCOUNTS FOR:							
Intergovernmental Grants	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
979701 Intergovernmental Grants							
Intergovernmental Gran	82,585.85	86,151.00	85,663.00	50,403.10	86,151.00	75,000.00	
979702 Intergovernmental Grants							
Intergovernmental Gran	11,329.66	54,312.00	125,600.00	67,335.62	54,312.00	43,984.00	
979705 COPS Grant Funding							
COPS Grant Funding	134,095.99	162,076.00	171,302.00	149,646.58	162,076.00	137,584.00	
979706 Fire Department Recruitment							
Fire Department Recrui	.00	.00	300,000.00	300,000.00	.00	282,209.00	
TOTAL Intergovernmental Gran	228,011.50	302,539.00	682,565.00	567,385.30	302,539.00	538,777.00	

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 2026 2026 Fiscal Year Budget, FOR PERIOD 99

ACCOUNTS FOR:							
Drug Control Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Adopted	COMMENT
989804 Metro Drug Task Force							
Metro Drug Task Force	142,642.75	113,800.00	113,932.00	101,161.75	113,800.00	120,000.00	
TOTAL Drug Control Fund	142,642.75	113,800.00	113,932.00	101,161.75	113,800.00	120,000.00	
GRAND TOTAL	54,872,852.96	109,342,570.00	155,492,107.00	112,450,242.71	108,930,720.00	125,219,502.00	

** END OF REPORT - Generated by LeighAnn Melancon **



City of Clovis, New Mexico
Request for Commission Approval

Type of Action: Action
Date Action Required: July 29, 2025

Requestor: Justin Howalt
Department: Administration
Date: 07/29/2025

V.1

**Request for Approval to Award Clovis MainStreet Great Blocks Project to Nick Griego & Sons,
Justin Howalt, City Manager**

Background/Summary: The City of Clovis advertised and received bids for the Clovis Main St. Great Blocks Project on June 25th. The project limits are from 7th St. to 1st St. and generally includes parking improvements, lighting improvements, and landscaping improvements. The City received a single bid from Nick Griego and Sons in the amount of \$3,416,263.97, includes NMGRT. Since receiving the bid the City has been working with the Clovis MainStreet organization, Pland, and NGS to value engineer the project to bring it within the available grant funds of \$2,747,533.01. Clovis MainStreet has agreed to remove the new street furniture, NGS has recommended revising the sidewalk drains, and the removal items have been adjusted to account for the existing furniture staying. With the proposed revisions the project is now \$2,796,497.64, includes NMGRT. This leaves a gap of \$48,964.63, which the City is proposed to fund out of Fund 65 (Capital Outlay). This would allow the major infrastructure portion of the project to be completed without removing any of the sidewalk work. Should any change orders arise, they would also be funding from Fund 65.

Fiscal Impact: \$2,747,533.01 for Clovis MainStreet Grants
\$48,964.63 from Fund 65

Requestor's Suggested Alternative(s): None

Requestor's Recommendation(s): Approve as Presented



City of Clovis, New Mexico
Request for Commission Approval

Type of Action: Action
Date Action Required: July 29, 2025

Requestor: Justin Howalt
Department: Administration
Date: 07/29/2025

V.2

Request for Approval to Accept CRISI Grant from the USDOT, Justin Howalt, City Manager

Background/Summary: The City of Clovis in partnership with BNSF applied for and received a Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant from the USDOT. The grant is to develop preliminary engineering for improvements and perform the NEPA process at the intersections of Norris St. and Martin Luther King Jr. Blvd. The attached agreement will need to be approved and submitted to the USDOT.

Fiscal Impact: \$90,000 from Fund 65 for match

Requestor's Suggested Alternative(s): None

Requestor's Recommendation(s): Approve as Presented



U.S. Department of Transportation

Federal Railroad Administration

Grant Agreement

1. RECIPIENT NAME AND ADDRESS

CITY OF CLOVIS

321 N Connelly St

Clovis, NM 88101-7443

2. AGREEMENT NUMBER: 69A36525421960CRSNM

3. AMENDMENT NO. 0

4. PROJECT PERFORMANCE PERIOD: FROM 06/01/2025 TO 10/31/2027

5. FEDERAL FUNDING PERIOD: FROM 06/01/2025 TO 10/31/2027

1A. IRS/VENDOR NO. 856000117

6. PRE-AWARD AUTHORITY: No 6A. PRE-AWARD DATE: N/A

1B. UEI F1LRG5KKJGD7 1C. DUNS. 066405168

7. ACTION New

8. ASSISTANCE LISTING#: 20.325

9. PROJECT TITLE

Clovis, NM, Corridor Improvement project

TITLE	FEDERAL	NON-FEDERAL	TOTAL
10. PREVIOUS AGREEMENTS	0.00	0.00	0.00
11. THIS AGREEMENT	570,920.00	640,000.00	1,210,920.00
12. TOTAL AGREEMENT	570,920.00	640,000.00	1,210,920.00

12A. OTHER FEDERAL FUNDING

0.00

13. INCORPORATED ATTACHMENTS

THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:

General Terms and Conditions, Attachment 1; Project Specific Terms and Conditions, Attachment 2; Exhibits, Attachment 3

14. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT

Infrastructure Investment and Jobs Act, Pub. L. 117-58 (2021); 49 U.S.C. § 22907

15. REMARKS

GRANTEE ACCEPTANCE

AGENCY APPROVAL

16. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

18. NAME AND TITLE OF AUTHORIZED FRA OFFICIAL

17. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL

17A. DATE

19. SIGNATURE OF AUTHORIZED FRA OFFICIAL

19A. DATE

AGENCY USE ONLY

20. OBJECT CLASS CODE/EXPENDITURE TYPE: 41010

21. ORG. CODE/EXPENDITURE ORG. : 9000000000

22. ACCOUNTING CLASSIFICATION CODES

DOCUMENT NUMBER	FUND/PROJECT	BY	BPAC/TASK	AMOUNT
69A36525421960CRSNM	27X2811723	2025	10030142AA	570,920.00

AWARD ATTACHMENTS

CITY OF CLOVIS

69A36525421960CRSNM

1. General Terms and Conditions, Attachment 1
2. Project Specific Terms and Conditions, Attachment 2
3. Exhibits, Attachment 3

Attachment 1

GENERAL TERMS AND CONDITIONS

Revision Date: April 23, 2025

General Terms and Conditions

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ATTACHMENT 1

This Grant Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the Recipient identified in Attachment 2: Project-Specific Terms and Conditions. This Agreement, including the Agreement cover sheet, this Attachment 1, Attachment 2, and Exhibits A–C, constitutes the entire Agreement between FRA and the Recipient regarding the Project as defined in Attachment 2. All prior discussions and understandings concerning the scope and subject matter of this agreement are superseded by this Agreement.

This Agreement is governed by and subject to 2 CFR part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and the U.S. Department of Transportation (USDOT) implementing regulations at 2 CFR part 1201.

ARTICLE 1: TERMS AND CONDITIONS

1.1 General Terms and Conditions

This Attachment 1: General Terms and Conditions, is part of the Agreement between FRA and the Recipient. This Attachment 1 contains the standard terms and conditions governing the administration of this Agreement and the execution of the Project. The General Terms and Conditions incorporate by reference the information contained in Attachment 2 and the Exhibits to this Agreement.

1.2 Project-Specific Terms and Conditions

Attachment 2: Project-Specific Terms and Conditions, is part of the Agreement between FRA and the Recipient. Attachment 2 contains Project-Specific Terms and Conditions, which may include special terms and conditions.

1.3 Program-Specific Clauses

Article 26 of this Attachment 1 contains the applicable program-specific clauses. The Recipient will comply with the program-specific clauses below that are associated with the grant program identified in Attachment 2 of this Agreement. In the event that the Recipient's grant is not authorized under a program listed below, Article 26 does not apply.

(a) For Projects funded under the Interstate Rail Compacts program (49 U.S.C. § 22910), the Recipient will comply with the program-specific clauses in Article 26.1.

(b) For Projects funded under the Railroad Crossing Elimination program (49 U.S.C. § 22909), the Recipient will comply with the program-specific clauses in Article 26.2.

(c) For Projects funded under the Consolidated Rail Infrastructure and Safety Improvements program (49 U.S.C. § 22907), the Recipient will comply with the program-specific clauses in Article 26.3.

(d) For Projects funded under the Restoration and Enhancement program (49 U.S.C. § 22908), the Recipient will comply with the program-specific clauses in Article 26.4.

(e) For Projects funded under the Federal-State Partnership for Intercity Passenger Rail program (49 U.S.C. § 24911) and Federal-State Partnership for State of Good Repair (as authorized in Sections 11103 and 11302 of the Passenger Rail Reform and Investment Act of 2015 (Title XI of the Fixing America’s Surface Transportation (FAST) Act, Pub. L. No. 114-94 (2015))), the Recipient will comply with the program-specific clauses in Article 26.5.

1.4 Exhibits

Exhibits A–C are part of the Agreement between FRA and the Recipient. The Recipient will comply with Exhibits A–C.

ARTICLE 2: FRA ROLE AND RESPONSIBILITIES

2.1 FRA Role

(a) FRA is responsible for funding disbursements to the Recipient under this Agreement. FRA will also conduct oversight and monitoring activities to assess Recipient progress against established performance goals and to assess compliance with terms and conditions, including the Statement of Work and other requirements of this Agreement.

(b) If this award is made as a Cooperative Agreement, FRA will have substantial programmatic involvement. Substantial involvement means that, after award, technical, administrative, or programmatic staff will assist, guide, coordinate, or otherwise participate with the Recipient in Project activities.

(c) If this award is made as a Grant, FRA will not have substantial programmatic involvement.

2.2 FRA Professional Staff

FRA may provide professional staff to review work in progress, completed products, and to provide or facilitate access to technical assistance when it is available, feasible, and appropriate. FRA professional staff may include the following:

(a) Financial Analyst. The Financial Analyst will serve as the Recipient’s point of contact for systems (e.g., GrantSolutions and the Delphi eInvoicing System) access and troubleshooting as well as for financial monitoring.

(b) Grant Manager. The Grant Manager will serve as the Recipient’s point of contact for grant administration and will oversee compliance with the terms and conditions in this Agreement. The Grant Manager reviews financial reports, performance reports, and works with the Project Manager to facilitate effective Project delivery.

(c) Project Manager. The Project Manager will serve as the Recipient’s point of contact for the technical aspects of Project delivery. The Project Manager coordinates Project deliverable review, provides technical assistance to the Recipient, and generally assesses Project progress and performance.

ARTICLE 3: RECIPIENT ROLE

3.1 Representations and Acknowledgments on the Project

(a) The Recipient represents that:

- (1) all material statements of fact in the Application were accurate when the Application was submitted and now; and
- (2) the Recipient read and understands the terms and conditions in Attachment 1 and Attachment 2 of this Agreement, the applicable program-specific clauses in Article 26 of this Attachment 1, and the information and conditions in the Exhibits.

(b) The Recipient acknowledges that:

- (1) the terms and conditions impose obligations on the Recipient and that the Recipient's non-compliance with the terms and conditions may result in remedial action, including terminating the Agreement, disallowing costs incurred for the Project, requiring the Recipient to refund Federal contributions to FRA, and reporting the non-compliance in the Federal-government-wide integrity and performance system. Recipient acknowledges that the terms and conditions impose such obligations on the Recipient whether the award is made as a Cooperative Agreement, Grant Agreement, or Phased Funding Agreement.
- (2) The Recipient acknowledges that the requirements of this Agreement apply to the entire Project, including Project costs satisfied from sources other than Agreement Federal Funds.

(c) By entering into this Agreement with FRA, the Recipient agrees to comply with the terms and conditions in Attachment 1 and Attachment 2, including applicable program-specific clauses in Article 26 of this Attachment 1, Exhibits A–C, and all applicable Federal laws and regulations, including those identified in this Agreement. The Recipient will ensure compliance with all terms of this Agreement and all of its parts for all tiers of subawards and contracts under this Agreement, as appropriate. The Recipient understands that the terms and conditions of this Agreement apply regardless of whether the award is made as a Cooperative Agreement, Grant Agreement, or Phased Funding Agreement.

3.2 Representations on Authority and Capacity

The Recipient represents that:

- (a) it has the legal authority to receive Federal financial assistance under this Agreement;
- (b) it has the legal authority to complete the Project;
- (c) all representations and warranties made in the Federal System for Awards Management (SAM.gov) and in the Application are true and correct;

- (d) it has the capacity, including legal, technical, institutional, managerial, and financial capacity, to comply with its obligations under this Agreement and complete the Project;
- (e) the Non-Federal Funds listed in Article 6 of Attachment 2 of this Agreement are committed to fund the Project;
- (f) it has sufficient funds available to ensure that equipment and infrastructure funded under this Agreement will be operated and maintained in compliance with this Agreement and applicable Federal law;
- (g) it has sufficient funds available to ensure that operations funded under this agreement are conducted in compliance with this Agreement and applicable Federal law; and
- (h) the individual executing this agreement on behalf of the Recipient has the legal authority to enter this Agreement and make the statements and certifications in this Agreement on behalf of the Recipient.

3.3 FRA Reliance

The Recipient acknowledges that:

- (a) FRA relied on statements of fact in the Application and SAM.gov to select the Project to receive this award;
- (b) FRA relied on statements of fact in the Application, SAM.gov, and this Agreement to determine that the Recipient and the Project are eligible to receive financial assistance under this Agreement;
- (c) FRA relied on statements of fact in the Application, SAM.gov, and this Agreement to determine that the Recipient has the legal authority to implement the Project; and
- (d) FRA relied on statements of fact in both the Application and this Agreement to establish the terms of this Agreement; and
- (e) FRA's selection of the Project to receive this award may have prevented awards to other eligible applicants.

3.4 Project Delivery

- (a) The Recipient will implement and complete the Project to FRA's satisfaction under the terms of this Agreement.
- (b) The Recipient will ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.

3.5 Rights and Powers Affecting the Project

- (a) The Recipient will not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this Agreement without written approval of FRA.

(b) The Recipient will act promptly, in a manner acceptable to FRA, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this Agreement.

3.6 Notification of Changes to Key Personnel

The Recipient will notify the FRA Grant Manager in writing within 30 days of any change in key personnel who are identified in the Application, which may require an amendment to this Agreement.

ARTICLE 4: AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

4.1 Federal Award Amount

Under this Agreement, FRA awards a Grant to the Recipient in the amount that is the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement.

4.2 Federal Obligations

This Agreement obligates for the budget period the amount that is the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement.

4.3 Maximum Funding Amount

This Agreement funds the Project at the lesser amount of the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement, or the FRA maximum contribution percentage of the total Project cost identified in Article 6.5 of Attachment 2 of this Agreement.

4.4 Budget Period

The budget period for this award begins on the date of this Agreement and ends on the end date that is listed in Section 5 on the Agreement cover sheet. In this Agreement, "budget period" is used as defined at 2 CFR § 200.1.

4.5 Period of Performance

The Period of Performance for this award is listed in Section 4 on the Agreement cover sheet. In this Agreement, "Period of Performance" is used as defined at 2 CFR § 200.1.

ARTICLE 5: STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

5.1 Notification Requirement

The Recipient will notify the FRA Grant Manager and Project Manager by electronic correspondence within 30 days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project, including change in authority. In that notification, the Recipient will describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this Section 5.1 is separate from any requirements under this Article 5 that the Recipient request an amendment to this Agreement.

5.2 Scope and Statement of Work Changes

If the Project's activities differ from the activities described in Article 4 of Attachment 2 of this Agreement, then the Recipient will notify FRA in writing of the change, which may require an amendment to this Agreement.

5.3 Schedule Changes

If one or more of the following conditions are satisfied, then the Recipient will request an amendment to this Agreement to update the Estimated Project Schedule in Section 5.2 of Attachment 2 of this Agreement:

- (a) a completion date for the Project or a component of the Project is listed in the Estimated Project Schedule in Section 5.2 of Attachment 2 of this Agreement and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed;
- (b) a schedule change would require the budget period to continue after the end of the budget period defined in Section 4.4; or
- (c) a schedule change would require the Period of Performance to continue after the end of the Period of Performance defined in Section 4.5. The Recipient must submit requests to extend the Period of Performance not later than 90 days before the end of the Period of Performance.

For other schedule changes, the Recipient will notify the Grant Manager in writing.

5.4 Budget Changes

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient's obligation under this Agreement to complete the Project;
 - (2) any additional funds the Recipient contributes to complete the Project are subject to the requirements of this Agreement in the same manner as the Non-Federal Funds identified in Article 6.5 of Attachment 2 of this Agreement; and
 - (3) FRA will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient will notify FRA in writing if the total Project cost, as described in Table 6-A of Attachment 2 of this Agreement, amount increases, which may result in an amendment to this Agreement.
- (c) The Recipient will notify FRA in writing if the Non-Federal Funds amount decreases, which may result in an amendment to this Agreement.
- (d) For all other budget changes, the Recipient will follow the applicable procedures and document the changes in writing.

5.5 Project Cost Savings

(a) If there are Project Cost Savings, then the Recipient may notify FRA in writing of its intent to include in the Project and complete with the Project Cost Savings the additional activities within the scope of this award that are specified in the Additional Task(s) in Article 4 of Attachment 2 of this Agreement. The Recipient will complete the Additional Task(s) after FRA provides a written approval. An amendment to this Agreement is not required to proceed with the Additional Task(s).

(b) If there are Project Cost Savings, and there are not Additional Task(s) identified in Article 4 of Attachment 2 of this Agreement, then the Recipient may propose a new task that is within the scope of this award and request an amendment to add the new task to this Agreement and complete it with Project Cost Savings.

(c) In this Agreement, “**Project Cost Savings**” means the difference between the actual costs to complete the Project and the estimated total Project cost listed in Section 6.5 of Attachment 2 of this Agreement, if after the Recipient completes the tasks identified in Article 4 of Attachment 2 of this Agreement to FRA’s satisfaction, the actual Project costs are less than the estimated total Project costs. There are no Project Cost Savings prior to completion of the Project or if the actual costs to complete the Project are equal to or greater than the total Project cost listed in Section 6.5 of Attachment 2 of this Agreement.

(d) If there are Project Cost Savings and either the Recipient does not make a proposal or FRA does not accept the Recipient’s proposal under (a) of this Section 5.5, then:

(1) The Recipient will provide written notice to FRA and reduce the Federal Share by the Project Cost Savings, which may result in an amendment to this Agreement; and

(2) If the reduced Federal Share reduces this award and the Recipient received reimbursed costs exceeding the appropriate amount under the reduced award, the Recipient will refund the difference between the reimbursed costs and the reduced award.

(e) In this Agreement, “**Federal Share**” means the sum of the Agreement Federal Funds and Other Federal Funds amounts that are identified in the Approved Project Budget in Section 6.5 of Attachment 2 of this Agreement.

(f) The Recipient acknowledges that amounts that are required to be refunded under this Section constitute a debt to the Federal Government that FRA may collect under 2 CFR § 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–999).

5.6 FRA Acceptance of Changes

FRA may accept or reject changes requested under this Article 5, and in doing so may elect to consider only the interests of the grant program and FRA. The Recipient acknowledges that any request under this Article 5 does not amend, modify, or supplement this Agreement unless FRA

accepts the request and the parties amend this Agreement under Section 15.1 of this Attachment 1.

ARTICLE 6: GENERAL REPORTING TERMS

6.1 Alternative Reporting Methods

FRA may establish processes for the Recipient to submit reports required by this Agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient will use the processes required by FRA.

6.2 Paperwork Reduction Act Notice

Under 5 CFR § 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (OMB). Notwithstanding any other term of this Agreement, the due date for any information collections required under this Agreement, including the reporting requirements in Articles 7 and 8, is the later of (1) the due date stated with the requirement and (2) the 30th day after OMB approves that information collection.

ARTICLE 7: PROGRESS AND FINANCIAL REPORTING

7.1 Quarterly Project Progress Reports and Recertifications

(a) On or before the 30th day of the first month of each quarter and until the end of the Period of Performance, the Recipient will submit to FRA through GrantSolutions a complete FRA Form 34¹ Quarterly Project Progress Report and Recertification that contains, for the previous quarter:

- (1) a certification that the Recipient is in compliance with 2 CFR § 200.303 (Internal Controls) and 2 CFR part 200, Subpart F (Audit Requirements);
- (2) the certification required under 2 CFR § 200.415(a); and
- (3) a certification that the Recipient is complying with any environmental mitigation commitments and Section 106 compliance obligations.

If the date of this Agreement is in the final month of a quarter, then the Recipient will submit the first Quarterly Project Progress Report and Recertification in the quarter that begins after the date of this Agreement.

(b) On or before the 30th day of the first month of each quarter and until the end of the Period of Performance, the Recipient will submit to FRA through GrantSolutions a Federal Financial Report (SF-425) covering the previous quarter.

¹ FRA Form 34 is available at <https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports>

7.2 Final Progress Reports and Financial Information

No later than 120 days after the end of the Period of Performance, the Recipient will submit:

- (a) a final Quarterly Project Progress Report and Recertification in the format and with the content described in Section 7.1(a) of this Attachment 1 for each Quarterly Project Progress Report and Recertification;
- (b) a final SF-425 through GrantSolutions;
- (c) a Final Performance Report FRA Form 33 as provided by FRA² ; and
- (d) any other information required under FRA's award closeout procedures.

7.3 Real Property Reporting

The Recipient will comply with the reporting obligations in 2 CFR § 200.330, as directed by FRA.

ARTICLE 8: PERFORMANCE MEASUREMENT AND REPORTING

8.1 Baseline Performance Measurement

Within one year before the start of work on the Project, the Recipient will collect baseline data for each performance measure that is identified in Article 7 of Attachment 2 of this Agreement. Within six months of the start of the Period of Performance, the Recipient will submit to FRA a Baseline Performance Measurement Report that describes the data collected, the dates when the data were collected, the data sources, assumptions, variability, and estimated levels of precision for each performance measure. The Recipient will also provide FRA access to the data collected in machine-readable format.

8.2 Post-Project Performance Measurement

For each performance measure that is listed in Article 7 of Attachment 2 of this Agreement, the Recipient will collect data and submit to FRA a Post-Project Performance Measurement Report that describes the data collected, the dates when the data were collected, the data sources, assumptions, variability, and estimated levels of precision for each performance measure, at the frequency and for the duration identified in Article 7 of Attachment 2 of this Agreement. The Recipient will also provide FRA access to the data collected in machine-readable format. If an external factor affects a performance measure, the Recipient will identify that external factor in the Post-Project Performance Measurement Report and discuss the external factor's influence on the performance measure. In the Post-Project Performance Report, the Recipient will compare the actual project performance against the pre-project (baseline) performance and expected post-project performance as described in Table 7-A of Attachment 2 of this Agreement.

²FRA Form 33 is available at <https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports>

8.3 Project Outcomes Report

Where indicated in Article 7 of Attachment 2 of this Agreement, the Recipient will submit to FRA, not later than January 31st of the year that follows the final year during which data were collected, a Project Outcomes Report that contains:

- (a) an analysis of the impacts of the Project, including a comparison of the baseline performance measurement data collected under Section 8.1 of this Attachment 1 with the post-project performance measurement data that the Recipient reported in the final Post-Project Performance Measurement Report required under Section 8.2 of this Attachment 1;
- (b) for each performance measure that is identified in Article 7 of Attachment 2 of this Agreement, an analysis of the accuracy of the projected outcome; and
- (c) all data collected under Sections 8.1 and 8.2 of this Attachment 1;
- (d) additional information as directed.

8.4 General Performance Measurement Requirements

The Recipient will ensure that all data collection for each performance measure identified in Article 7 of Attachment 2 of this Agreement is completed in a manner consistent with the description, location, and other attributes associated with that performance measure.

8.5 Outcome Measurement and Reporting Survival

The data collection and reporting requirements in Article 8 of this Attachment 1 survive the termination of this Agreement. FRA may consider the Recipient's compliance with this requirement after closeout of the grant in its evaluation of future applications for Federal financial assistance.

ARTICLE 9: NONCOMPLIANCE AND REMEDIES

9.1 Noncompliance Determinations

(a) Notice of Proposed Determination. If FRA determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this Agreement, FRA will notify the Recipient of a proposed determination of noncompliance through a written notice that:

- (1) explains the noncompliance;
- (2) describes a proposed remedy that is consistent with Section 9.2 of this Attachment 1;
- (3) describes the process and form in which the Recipient may respond to the notice that is consistent with Section 9.1(b) of this Attachment 1; and

(4) if applicable, provides the Recipient an opportunity to cure the noncompliance or take corrective action.

(b) Response to Notice of Proposed Determination. The Recipient may, not later than 7 days after receiving the notice of proposed determination of noncompliance, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

- (1) accept the proposed remedy;
- (2) acknowledge the noncompliance, but propose an alternative remedy;
- (3) acknowledge the noncompliance and agree to cure or take corrective action;
or
- (4) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response sufficient documentation or other information supporting the Recipient's compliance.

(c) Notice of Final Determination. After considering the Recipient's response or failure to timely respond under Section 9.1(b) of this Attachment 1, FRA will make a final determination. To make a final determination, FRA must provide a written notice to the Recipient that:

- (1) states what the final determination is (e.g., noncompliance or compliance);
- (2) states the basis for the final determination; and
- (3) describes the remedy that FRA is imposing, if applicable, or if FRA is not imposing a remedy, describes the resolution to the proposed determination of noncompliance, including whether the Recipient has cured or corrected the noncompliance.

(d) If FRA determines the noncompliance is one that cannot be addressed while work on the Project is ongoing, in the notice of proposed determination or in the notice of final determination, FRA will direct the Recipient to stop work. The Recipient will stop work and will direct any Subrecipients or contractors to stop work immediately upon receipt of a notice to stop work from FRA.

(e) FRA may consider the public interest in making a determination of noncompliance and imposing a remedy.

9.2 Remedies

(a) If FRA makes a final determination of noncompliance under Section 9.1(c) of this Attachment 1, FRA may impose a remedy, including:

- (1) additional conditions on the award;
- (2) requiring the Recipient to prepare and implement a corrective action plan;

- (3) directing the Recipient to stop work;
- (4) any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments ; disallowance of previously reimbursed costs, requiring refunds from the Recipient to FRA; suspension or termination of the award; or suspension and disbarment under 2 CFR part 180; or
- (5) any other remedy legally available.

(b) The Recipient acknowledges that any amounts FRA requires the Recipient to refund to FRA under this Section 9.2 constitute a debt to the Federal Government that FRA may collect under 2 CFR § 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–999).

(c) Other Remedies. The termination authority under Article 10 of this Attachment 1 supplements and does not limit FRA’s remedial authority under this Article 9 or 2 CFR part 200, including 2 CFR §§ 200.339-200.240. FRA reserves the right to seek any appropriate remedy or otherwise enforce the terms and conditions of this Agreement as authorized by law.

9.3 Other Oversight Entities

Nothing in Article 9 of this Attachment 1 limits any party’s authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 10: AGREEMENT SUSPENSION AND TERMINATION

10.1 Suspension of Award Activities

(a) If FRA determines that the remedy for noncompliance imposed under Article 9 of this Agreement does not achieve the desired result or is unlikely to improve compliance or performance, FRA may suspend activities under this Agreement pending corrective action by the Recipient or termination.

(b) If FRA suspends activities under this Agreement, FRA will notify the Recipient in writing of the following, which may be included in the determinations of non-compliance under Section 9.1 of this Attachment 1:

- (1) what project activities, if any, will take place during the period of suspension;
- (2) what costs FRA will reimburse if the suspension is lifted and the award resumed;
- (3) what corrective actions must occur during the suspension; and
- (4) FRA’s intent to terminate the award under this Article 10 if the Recipient does not meet the conditions of the remedial action.

(c) The duration of the temporary suspension of activities under the Agreement should be commensurate with the corrective action needed, but should not exceed 120 days at the outset. If the Recipient is not making sufficient progress in correcting the noncompliance, FRA must consider both financial and programmatic requirements in determining the appropriate extension to avoid the need for termination.

10.2 FRA Termination

(a) FRA may terminate this Agreement and all its obligations under this Agreement if any of the following occurs:

- (1) the Recipient fails to obtain or contribute the required Non-Federal Funds, or alternatives approved by FRA, as provided in this agreement and consistent with Article 6 of Attachment 2 of this Agreement;
- (2) the Recipient fails to meet a milestone by six months after the completion date listed in Article 5 of Attachment 2 of this Agreement and the Recipient fails to request an amendment to this Agreement pursuant to Section 5.3 of this Attachment 1;
- (3) the Recipient fails to comply with the terms and conditions of this Agreement;
- (4) there are changes to the Project that FRA determines are inconsistent with FRA's basis for selecting the Project to receive the award; or
- (5) FRA determines that termination of this Agreement is in the public interest.

(b) The Recipient may request that FRA terminate the Agreement, which may result in FRA determining noncompliance and imposing remedies pursuant to Article 9 of this Attachment 1.

10.3 Closeout Termination

- (a) This Agreement terminates on Project Closeout.
- (b) In this Agreement, "Project Closeout" means the date that FRA notifies the Recipient that the award is closed out. Under 2 CFR § 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

10.4 Post-Termination Adjustments

The Recipient acknowledges that under 2 CFR §§ 200.345–200.346, termination of this Agreement does not extinguish FRA's authority to disallow costs, including costs that FRA reimbursed before termination, and recover funds from the Recipient.

10.5 Non-Terminating Events

- (a) The end of the budget period described under Section 4.4 of this Attachment 1 does not terminate this Agreement or the Recipient's obligations under this Agreement.

- (b) The end of the Period of Performance described under Section 4.5 of this Attachment 1 does not terminate this Agreement or the Recipient's obligations under this Agreement.

ARTICLE 11: MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

11.1 Recipient Monitoring and Record Retention

- (a) The Recipient will monitor activities under this award, including activities under subawards and contracts, to ensure:
- (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient will monitor the activities of the Subrecipient in compliance with 2 CFR §200.332(e).
- (c) The Recipient will retain and provide access to records relevant to the award during the course of the Project and for three years after closeout or longer, as required under 2 CFR § 200.334.
- (d) The Recipient will adhere to the recording and recordkeeping requirements set forth in 2 CFR §§ 200.334–200.338. Project Closeout does not alter these requirements.

11.2 Financial Records and Audits

- (a) The Recipient will keep all Project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the Project.
- (b) The Recipient will keep accounts and records described under Section 11.2(a) of this Attachment 1 in accordance with a financial management system that meets the requirements of 2 CFR §§ 200.302–200.307 and 2 CFR part 200, subpart F and will facilitate an effective audit in accordance with 31 U.S.C. §§ 7501–7506.
- (c) The Recipient will separately identify expenditures under the award in financial records required for audits under 31 U.S.C. §§ 7501–7506. Specifically, the Recipient will:
- (1) list expenditures separately on the schedule of expenditures of Federal awards required under 2 CFR part 200, subpart F, including the fiscal year in the format "FY 202X" in the program name; and
 - (2) list expenditures on a separate row under Part II, Item 1 (Federal Awards Expended During Fiscal Period) of Form SF-SAC, including "FY 202X" in Column C (Additional Award Identification).

(d) If the Recipient expends \$1,000,000 or more in Federal awards during the Recipient's fiscal year, a single or program audit will be conducted for that year, consistent with 2 CFR §§ 200.501(a) and 200.512(c).

11.3 Internal Controls

The Recipient will establish and maintain internal controls as required under 2 CFR § 200.303.

11.4 FRA Record Access

FRA may access Recipient records related to this award under 2 CFR § 200.337.

11.5 Site Visits

FRA may conduct site visits to review Project activities, accomplishments, and management control systems and to provide technical assistance to the Recipient. The Recipient will provide or ensure reasonable, safe, and convenient access to FRA for any such site visit. FRA will conduct all site visits in such a manner as will not unduly delay work conducted by the Recipient, Subrecipient, or contractor.

ARTICLE 12: CONTRACTING AND SUBAWARDING

12.1 Buy America

(a) For infrastructure projects, steel, iron, manufactured goods, and construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act (Buy American Act), Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 CFR part 184, as implemented by OMB, USDOT, and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(b) For all other projects, the Recipient's acquisition of steel, iron, and manufactured goods with funding provided through this Agreement is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305. The Recipient also represents that it has never been convicted of violating the Buy American Act nor will it make funding received under this Agreement available to any person or entity who has been convicted of violating the Buy American Act.

(c) Under this Section, "infrastructure project" has the definition provided in 2 CFR § 184.3.

(d) Under 2 CFR § 200.322, the Recipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 CFR § 200.322 in all subawards, contracts, and purchase orders f under this award.

12.2 Small and Disadvantaged Business Requirements

The Recipient will expend all funds under this award in compliance with the requirements at 2 CFR § 200.321, including any amendments thereto.

12.3 Engineering and Design Services [Reserved]

12.4 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 CFR § 200.216 prohibit the Recipient and all Subrecipients from procuring or obtaining certain telecommunications and video surveillance equipment or services under this award.

12.5 Pass-Through Entity Responsibilities

- (a) If the Recipient makes a subaward under this award, the Recipient will comply with the requirements for pass-through entities under 2 CFR parts 200 and 1201, including 2 CFR §§ 200.331–200.333, regardless of whether the Recipient is also a Pass-Through Entity as defined in 2 CFR § 200.1.
- (b) The Recipient will report any subaward obligation of \$30,000 or more in Federal funds in USASpending.gov consistent with the Federal Funding Accountability and Transparency Act, Pub. L. 109-282.
- (c) The Recipient is accountable for performance under this award, the appropriate expenditure of funds, and other requirements under this Agreement. The Recipient is responsible for any non-compliance under the award and for compliance with any remedies imposed.

12.6 Local Hiring Preference for Construction Jobs

Under Section 25019 of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, div. B, tit. V (2021), a Recipient or Subrecipient may implement a local or other geographical or economic hiring preference relating to the use of labor for construction of a project funded by this grant if funded under title 49 or 23 United States Code, including prehire agreements, subject to any applicable State and local laws, policies, and procedures. The use of such a local or other geographical or economic hiring preference in any bid for a contract for the construction of a project funded by this grant shall not be considered to unduly limit competition. Project labor agreements should be consistent with the definition and standards outlined in Executive Order 13502. For additional information, see <https://www.transportation.gov/sites/dot.gov/files/2023-05/Creating-Local-Construction-Workforce.pdf>.

12.7 Procurement

The Recipient may acquire property, goods, or services in connection with the Project. If the Recipient is a State or Indian Tribe, then it will follow the same policies and procedures it uses for procurements with non-Federal funds in compliance with 2 CFR § 200.317. A Subrecipient of a State will follow the policies and procedures allowed by that State when procuring property and services under this award consistent with 2 CFR § 1201.317, notwithstanding 2 CFR §

200.317. An entity that is not a State or Indian Tribe, or Subrecipient of a State or Indian Tribe, will comply with 2 CFR §§ 200.318–200.327, and applicable supplementary USDOT or FRA directives and regulations. The Recipient will provide technical specifications and requirements to FRA for review upon request.

ARTICLE 13: COSTS, PAYMENTS, AND UNEXPENDED FUNDS

13.1 Limitation of Federal Award Amount

Under this award, FRA will not provide funding in an amount greater than the Agreement Federal Funds. The Recipient acknowledges that FRA is not liable for payments exceeding that amount, and the Recipient will not request reimbursement of costs exceeding that amount.

13.2 Project Costs

This award is subject to the cost principles at 2 CFR part 200, subpart E, including provisions on determining allocable costs and determining allowable costs.

13.3 Timing of Project Costs

- (a) The Recipient will not charge to this award costs that are incurred after the budget period.
- (b) The Recipient will not charge to this award costs that were incurred before the date of this Agreement unless those costs are identified as approved pre-award costs in Section 6.6 of Attachment 2 of this Agreement and would have been allowable if incurred during the budget period. This limitation applies to pre-award costs under 2 CFR § 200.458. This agreement hereby terminates and supersedes any previous FRA approval for the Recipient to incur costs under this award for the Project. Section 6.6 of Attachment 2 of this Agreement is the exclusive FRA approval of costs incurred before the date of this Agreement.
- (c) The Recipient may request approval of pre-award costs in a written request that demonstrates the purpose and amount of the costs, compliance with 2 CFR § 200.458, and whether such costs would otherwise serve as Non-Federal Funds.

13.4 Recipient Recovery of Federal Funds

The Recipient will make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if FRA determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner. The Recipient will not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by FRA.

13.5 Unexpended Agreement Federal Funds

Any Agreement Federal Funds that are obligated but not expended on allocable, allowable costs remain the property of the United States.

13.6 Interest Earned

Interest earned on advances of Agreement Federal Funds is not program income.

13.7 Timing of Payments to the Recipient

- (a) Reimbursement is the payment method, unless otherwise approved by FRA.
- (b) The Recipient will not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

13.8 Payment Method

- (a) The Recipient will use the DELPHI e-Invoicing System (<https://www.dot.gov/cfo/delphi-einvoicing-system.html>) to request reimbursement under this award. FRA will provide access to that system upon request by the Recipient.
- (b) FRA may deny a payment request that is not submitted using the method identified in this Section.

13.9 Information Supporting Expenditures

- (a) When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient will electronically submit the SF 270 (Request for Advance or Reimbursement) and will submit supporting cost detail to document clearly all costs incurred. As supporting cost detail, the Recipient will include a detailed breakout of all costs incurred and classify all costs by task and by Agreement Federal Funds and Agreement Non-Federal Funds.
- (b) Unless FRA and the Recipient agree otherwise in writing, the Recipient will ensure that the proportion of expenditure of Agreement Federal Funds to Agreement Non-Federal Funds is not more than the maximum percent of total Project cost FRA will contribute identified in Section 6.5 of Attachment 2 of this Agreement. The Recipient will ensure the proportional expenditure of funds is reflected in the detailed breakout of costs supporting the SF 270.
- (c) If the Recipient submits a request for reimbursement that FRA determines does not include or is not supported by sufficient detail, FRA may deny the request or withhold processing the request until the Recipient provides sufficient detail.

13.10 Reimbursement Request Timing Frequency

The Recipient will request reimbursement as needed to maintain cash flow sufficient to timely complete the Project. The Recipient will not submit any single payment request exceeding \$99,999,999.99. The Recipient will not submit a payment request exceeding \$50,000,000.00 unless the Recipient notifies FRA six days before submitting the request.

13.11 Program Income

The Recipient is encouraged to earn income to defray Project costs, where appropriate, and will work with FRA to determine how income may be applied to the grant, in accordance with 2 CFR

§ 200.307 and 2 CFR § 1201.80. Program income not deducted from total allowable costs may be used only for the purposes and under the terms and conditions established in this Agreement. The Recipient will maintain records of all program income.

ARTICLE 14: PROPERTY AND EQUIPMENT

14.1 General Requirements

The Recipient will comply with the property standards of 2 CFR §§ 200.310–200.316 and will ensure compliance with these standards for all tiers of subawards and contracts under this award.

14.2 Relocation and Real Property Acquisition

The Recipient will comply with the land acquisition policies and relocation requirements in 42 U.S.C. § 4601 et seq. and 49 CFR part 24, subparts A–F, as applicable. At a minimum, under this section, the Recipient will:

- (a) comply with the land acquisition policies in 49 CFR part 24, subpart B and will pay or reimburse property owners for necessary expenses as specified in that subpart;
- (b) provide a relocation assistance program offering the services described in 49 CFR part 24, subpart C and provide reasonable relocation payments and assistance to displaced persons as required in 49 CFR part 24, subparts D–E; and
- (c) make available to displaced persons comparable replacement dwellings in accordance with 49 CFR part 24.
- (d) provide to FRA a real estate acquisition and management plan prior to beginning real property acquisition if the Project is designated a Major Project in Article 1 of Attachment 2 of this Agreement, or if the total Project cost in Section 6.5 of Attachment 2 of this Agreement is greater than \$300 million and the Project is also receiving financial assistance from the Federal Transit Administration (FTA).

14.3 Use for Originally Authorized Purpose

The Recipient will ensure that property and equipment funded under this Agreement is used for the originally authorized purpose. If necessary to satisfy this obligation, the Recipient will enter into appropriate arrangements with the entity or entities using, or with the owner of right-of-way used by, the property and/or equipment funded under this Agreement.

14.4 Maintenance

The Recipient will ensure that any property, improvements to property, and any equipment funded under this Agreement are maintained in good working order and in accordance with FRA regulations, guidelines, and directives.

14.5 Real Property Disposition

In accordance with 2 CFR § 200.311, when real property acquired or improved under this award is no longer used for its originally intended purpose, the Recipient will request disposition instructions from FRA.

14.6 Equipment Disposition

(a) In accordance with 2 CFR §§ 200.313 and 1201.313, when equipment acquired under this award is no longer needed for the Project:

(1) if the entity that acquired the equipment is a State or a Subrecipient of a State, that entity will dispose of that equipment in accordance with State laws and procedures;

(2) if the entity that acquired the equipment is an Indian Tribe, the Indian Tribe shall dispose of that equipment in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 CFR § 200.313; and

(3) if the entity that acquired the equipment is neither a State nor an Indian Tribe, that entity will request disposition instructions from FRA. In accordance with 2 CFR § 200.313(f), FRA may permit the Recipient or Subrecipient to retain equipment.

(b) In accordance with 2 CFR §200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 CFR §§ 200.313–200.316 and 2 CFR § 1201.313.

14.7 Recordkeeping

The Recipient will keep records regarding the operation and maintenance of property, improvements to property, equipment, and supplies funded under this Agreement and will provide them to FRA upon request.

14.8 Encumbrance

The Recipient will not create an obligation, such as a transfer of title, lease, lien, mortgage, or encumbrance, that would dispose of or encumber the Recipient's title or other interest in property, improvements to property, equipment or supplies funded under this Agreement without prior written approval from FRA.

The Recipient will not take any action that would adversely affect FRA's interest or impair the Recipient's continuing control over the use of the property, improvements to property, equipment, or supplies funded under the Agreement without prior written approval from FRA.

ARTICLE 15: AMENDMENTS

15.1 Bilateral Amendments

The parties may amend, modify, or supplement this Agreement by mutual agreement in writing signed by FRA and the Recipient. Either party may request to amend, modify, or supplement this Agreement by written notice to the other party.

15.2 FRA Unilateral Amendments

(a) FRA may unilaterally amend this Agreement for the following reasons:

- (1) to comply with Federal law;
- (2) at closeout or in anticipation of closeout; and
- (3) other non-substantive changes, such as to correct typographical errors, as deemed appropriate by FRA.

(b) To unilaterally amend this Agreement under Section 15.3 of this Attachment 1, FRA will provide a written notice to the Recipient that includes the amendment and the date that the amendment is effective.

(c) Except at closeout or in anticipation of closeout, FRA may not unilaterally amend the Statement of Work, this Agreement's monetary amount, the delivery schedule, the Period of Performance, or other terms or conditions of this Agreement.

15.3 Other Amendments

The parties will not amend, modify, or supplement this Agreement except as permitted under Sections 15.1, 15.2, or 15.3 of this Attachment 1. If an amendment, modification, or supplement is not permitted under Section 15.1, 15.2, or 15.3 of this Attachment 1, it is void.

ARTICLE 16: [RESERVED]

ARTICLE 17: [RESERVED]

ARTICLE 18: LABOR AND WORK

18.1 Labor and Work

The Recipient will document its consideration of job quality and labor standards related to the Project in Article 9 of Attachment 2 of this Agreement.

ARTICLE 19: CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

19.1 Critical Infrastructure Security and Resilience

(a) Consistent with the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021) and the National Security Memorandum on Critical Infrastructure Security and Resilience (April 30, 2024), the Recipient will consider physical and cyber security and resilience in planning, design, and oversight of the Project.

(b) If the Security Risk Designation in Section 1.3 of Attachment 2 of this Agreement is “Elevated,” then not later than two years after the date of this Agreement the Recipient will submit to FRA a report that:

- (1) identifies a cybersecurity point of contact for the transportation infrastructure being improved in the Project;
- (2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project;
- (3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project;
- (4) documents the results of a self-assessment of the Recipient’s cybersecurity posture and capabilities; and
- (5) describes any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

ARTICLE 20: FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

20.1 Uniform Administrative Requirements for Federal Awards

The Recipient will comply, and will ensure that other entities receiving funding under this agreement will comply, with the obligations on non-Federal entities under 2 CFR parts 200 and 1201, regardless of whether the Recipient or other entity receiving funding under this agreement is a Non-Federal entity as defined in 2 CFR § 200.1, except that subpart F of part 200 does not apply if the Recipient or Subrecipient is a for-profit entity.

20.2 Federal Law and Public Policy Requirements

(a) The Recipient will ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not

impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

(b) Pursuant to Section 3(b)(iv)(A) of Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

(c) Pursuant to Section 3(b)(iv)(B) of Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

(d) The failure of this Agreement to expressly identify Federal law applicable to the Recipient or activities under this Agreement does not make that law inapplicable.

20.3 Federal Freedom of Information Act

(a) FRA is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552.

(b) The Recipient acknowledges that the Application and materials submitted to FRA by the Recipient related to this Agreement will become FRA records that may be subject to public release under 5 U.S.C. § 552. If the Recipient submits any materials to FRA related to this Agreement that the Recipient considers to include trade secret or confidential commercial or financial information, the Recipient should note that the submission contains confidential business information, mark each affected page, and highlight or otherwise denote the portions of the submission that contain confidential business information.

20.4 History of Performance

Under 2 CFR § 200.206, any Federal awarding agency may consider the Recipient's performance under this Agreement, when assessing the risks of making a future Federal financial assistance award to the Recipient.

20.5 Whistleblower Protection

(a) The Recipient acknowledges that it is a "Recipient" within the scope of 41 U.S.C. § 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related to this award.

(b) The Recipient will inform its employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

20.6 External Award Terms and Obligations

(a) In addition to this document and the contents described in Article 25 of this Attachment 1, this Agreement includes the following additional terms as integral parts:

- (1) Appendix A to 2 CFR part 25: System for Award Management and Universal Identifier Requirements;
- (2) Appendix A to 2 CFR part 170: Reporting Subawards and Executive Compensation;
- (3) 2 CFR part 175: Award Term for Trafficking in Persons; and
- (4) Appendix XII to 2 CFR part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient will comply with:

- (1) 49 CFR part 20: New Restrictions on Lobbying;
- (2) 49 CFR part 21: Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, including any amendments thereto;
- (3) 49 CFR part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (4) Subpart B of 49 CFR part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

20.7 Incorporated Certifications

The Recipient makes the representations in the following certifications, which are incorporated by reference:

- (a) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 21: ASSIGNMENT

21.1 Assignment Prohibited

The Recipient will not transfer to any other entity any discretion granted under this Agreement, any right to satisfy a condition under this Agreement, any remedy under this Agreement, or any obligation imposed under this Agreement.

ARTICLE 22: WAIVER

22.1 Waivers

- (a) A waiver of a term of this Agreement authorized by law and granted by FRA will not be effective unless it is in writing and signed by an authorized representative of FRA.

(b) A waiver of a term of this Agreement granted by FRA on one occasion will not operate as a waiver on other occasions.

(c) If FRA fails to require strict performance of a term of this Agreement, fails to exercise a remedy for a breach of this Agreement, or fails to reject a payment during a breach of this Agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 23: ADDITIONAL TERMS AND CONDITIONS

23.1 Disclaimer of Federal Liability

FRA will not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

23.2 Environmental Review

(a) Except as authorized by law or under 23 CFR § 771.113(d)(4), the Recipient will not begin final design activities; acquire real property, construction materials, or equipment, including rolling stock; begin construction; or take other actions that would have an adverse environmental impact or limit the choice of reasonable alternatives for the Project unless and until FRA complies with the National Environmental Policy Act, 42 U.S.C. § 4321 et seq. (NEPA), and any other applicable environmental laws and regulations. In addition, the Recipient will not begin project development that involves ground disturbing activity prior to FRA compliance with NEPA and any other applicable environmental laws and regulations.

(b) The Recipient acknowledges that:

(1) FRA's actions under Section 23.2(a) of this Attachment 1 may depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to FRA; and

(2) applicable environmental statutes and regulations may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(c) Consistent with 23 CFR § 771.105(a), to the maximum extent practicable and consistent with Federal law, the Recipient will coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in Article 4 of Attachment 2 of this Agreement and other information described in this Agreement may inform environmental decision-making processes, but the parties do not intend this Agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with Article 4 of Attachment 2 of this Agreement or other information in this Agreement, then FRA will either:

(1) amend this Agreement under Section 15.1 of this Attachment 1 for consistency with the selected build alternative; or

(2) if FRA determines that the condition at Section 10.1(a)(5) of this Attachment 1 is satisfied, terminate this Agreement under Section 10.1(a)(5) of this Attachment 1; or

(3) take other action as deemed appropriate by FRA.

(g) The Recipient will complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project. Article 4 of Attachment 2 of this Agreement identifies documents describing mitigation activities, but the absence of a document from that section does not relieve the Recipient of any compliance obligations.

23.3 Project Maintenance Requirement

The Recipient will ensure that any property and equipment funded within this Agreement is operated and maintained in good operating order and in accordance with 2 CFR §§ 200.310–200.316, 1201.313 and any guidelines, directives, or regulations that FRA may issue.

23.4 Appropriations Act Requirements

The Recipient will comply with applicable requirements of the appropriations act identified in Section 6.3 of Attachment 2 of this Agreement.

23.5 Standards of Conduct

The Recipient will comply with the following standards of conduct:

(a) Standards of Conduct. The Recipient will maintain a written code or standards of conduct governing the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts or agreements supported by the Federal contribution provided through this Agreement. The code or standards will provide that the Recipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential Subrecipients or contractors. The Recipient may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. As permitted by state or local law or regulations, such code or standards will provide for penalties, sanctions, or other disciplinary actions for violations by the Recipient's officers, employees, board members, or agents, or by Subrecipients or their agents.

(b) Personal Conflict of Interest. The Recipient's code or standards must provide that no employee, officer, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by the Federal contribution if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

(c) Organizational Conflicts of Interest. The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

(d) Existing Codes or Standards. This Section does not require the Recipient to implement a new code or standards of conduct where a state statute, or written code or standards of conduct, already effectively covers all of the required elements.

(e) Disclosure of Conflicts. The Recipient will disclose in writing any potential conflict of interest to FRA or pass-through entity.

23.6 Changed Conditions of Performance

The Recipient will notify FRA of any event that may affect its ability to perform the Project in accordance with the terms of this Agreement.

23.7 Litigation

The Recipient will notify FRA in writing of any decision pertaining to the Recipient's conduct of litigation that may affect FRA's interests in the Project or FRA's administration or enforcement of applicable Federal laws or regulations. The Recipient will inform FRA in writing before naming FRA as a party to any type of litigation for any reason in any forum.

23.8 [Reserved]

23.9 Equipment and Supplies

The Recipient will maintain written policies and procedures that address acquisition, classification, and management of all equipment and supplies acquired or used under this award.

23.10 Safety and Technology Data

The Recipient will ensure that FRA has access to safety and technology relevant data generated by the Recipient under the award, in a machine-readable format, where specified in Article 4 of Attachment 2 of this Agreement.

23.11 Intellectual Property

The Recipient agrees to the standard patent rights clauses issued by the Department of Commerce at 37 CFR part 401, as applicable.

23.12 Liquidation of Recipient Obligations

(a) The Recipient will liquidate all obligations of award funds under this Agreement not later than 120 days after the end of the Period of Performance.

(b) Liquidation of obligations and adjustment of costs under this Agreement follow the requirements of 2 CFR §§ 200.344–200.346.

ARTICLE 24: CONSTRUCTION AND DEFINITIONS

24.1 Agreement

This Agreement consists of the following:

- (a) Agreement Cover Sheet
- (b) Attachment 1: General Terms and Conditions
- (c) Attachment 2: Project-Specific Terms and Conditions
- (d) Exhibit A: Applicable Federal Laws and Regulations
- (e) Exhibit B: Additional Standard Terms
- (f) Exhibit C: Quarterly Project Progress Reports and Recertifications

24.2 Construction

- (a) In these General Terms and Conditions, there are no references to articles or sections in project-specific portions of this Agreement that are not contained in Attachments or Exhibits listed in Section 24.1.
- (b) If a provision in these General Terms and Conditions or the Exhibits conflicts with a provision in the Project-Specific Terms and Conditions in Attachment 2 of this Agreement, then the relevant portion in Attachment 2 prevails. If a provision in the Exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

24.3 Integration

This Agreement constitutes the entire agreement of the parties relating to the Project and supersedes any previous agreements, oral or written, relating to the Project.

24.4 Definitions

This Section defines terms used in this Agreement. Additional definitions found in 2 CFR § 200.1 are incorporated by reference into this Agreement.

“Agreement Federal Funds” means the total amount of Federal funds obligated under this Agreement. This is the amount shown in Section 6.1 of Attachment 2 of this Agreement.

“Application” means the application identified in Article 3 of Attachment 2 of this Agreement, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

“Construction Substantial Completion” means the stage of the Project when all construction tasks are complete such that the Recipient can use the Project for its intended use and only closeout activities remain. Activity to address or complete closeout activities will not prevent or disrupt use of the Project.

“Contingent Commitment” means the unobligated amounts of future available budget authority specified in law that FRA commits to obligate under the terms of this Agreement.

“Federal Share” means the sum of Agreement Federal Funds and Other Federal Funds. If there are no Other Federal Funds, the Federal Share is the same as the Agreement Federal Funds.

“General Terms and Conditions” means this Attachment 1.

“Other Federal Funds” means Federal funds that are part of the Approved Project Budget in Section 6.5 of Attachment 2 of this Agreement for the Project but are not obligated under this Agreement.

“Project” means the project proposed in the Application, as modified by the negotiated provisions of this Agreement, including Attachment 2 of this Agreement.

“Project Closeout” means the date that FRA notifies the Recipient that the award is closed out. Under 2 CFR § 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

“Project Cost Savings” means the difference between the actual costs to complete the Project and the estimated total Project cost listed in Section 6.5 of Attachment 2 of this Agreement, if after the Recipient completes the tasks identified in Article 4 of Attachment 2 of this Agreement to FRA’s satisfaction, the actual Project costs are less than the estimated total Project costs.

“Rural Area” means any area that is not within an area designated as an urbanized area by the Bureau of the Census.

24.5 Calendar Dates

Unless otherwise specified, all dates and durations are in calendar days, calendar quarters, or calendar years, as appropriate.

24.6 Communication in Writing

Unless otherwise specified, all written communication may be provided by electronic mail.

24.7 Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions of this Agreement is not affected or impaired by such finding. A provision held to be unenforceable as applied to any party or circumstance remains applicable to other parties and circumstances.

ARTICLE 25: AGREEMENT EXECUTION AND EFFECTIVE DATE

25.1 Counterparts

This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

25.2 Effective Date

The agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it.

ARTICLE 26: PROGRAM-SPECIFIC CLAUSES

26.1 Interstate Rail Compacts Grant Program

The Recipient agrees to comply with the clauses in Section 26.1 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) through (g) of Section 26.1 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Non-Federal Match. The Recipient will provide a Non-Federal match of not less than 50 percent of the eligible expenses under the grant.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1, the Recipient will comply with the following clauses, as applicable:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 CFR part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under Section 26.1 of this Attachment 1, "infrastructure project" has the definition provided in 2 CFR § 184.3.

(4) for all projects, the Recipient should under 2 CFR § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 CFR § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.1(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA’s website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Operator Limitation. Recipient's eligible expenses must be related to intercity passenger rail service to be operated by Amtrak.

(i) Reporting. As requested by FRA, the Recipient will report on:

- (1) the status of the planning efforts and coordination funded by the grant award;
- (2) plans for continued implementation of the interstate rail compact;
- (3) the status of, and data regarding, any new, restored, or enhanced rail services initiated under the interstate rail compact; and
- (4) other data and information as requested by FRA.

26.2 Railroad Crossing Elimination Program Clauses

The Recipient agrees to comply with the clauses in Section 26.2 of this Attachment 1.

Consistent with 49 U.S.C. §§ 22905(e) & 22909(j), clauses (b), (c), (d), and (g) of Section 26.2 of this Agreement 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law. In addition, clause (f) does not apply to: 1) the Alaska Railroad or its contractors; or 2) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Agreement 1:

- (1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 CFR part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, “infrastructure project” has the definition provided in 2 CFR § 184.3.

(4) for all projects, the Recipient should under 2 CFR § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 CFR § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.2(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA’s website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Impacted Rail Carrier or Real Property Owner Approvals. In accordance with 49 U.S.C. § 22909(e)(2)(A), prior to proceeding with the construction of the Project funded by this Agreement, if applicable, Recipient will obtain necessary approvals to commence construction from any impacted rail carriers or real property owners. If the Project is a planning project, as described in 49 U.S.C. § 22909(d)(6), the Recipient agrees to work collaboratively with rail carriers and right-of-way owners.

(f) Labor Protective Arrangements

(1) Notwithstanding 49 U.S.C. § 22905(e)(1), and in accordance with 49 U.S.C. § 22909(j)(3), any employee covered by the Railway Labor Act (45 U.S.C. § 151 et seq.) and the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.) who is adversely affected by actions taken in connection with the project financed in whole or in part by such grant shall be covered by employee protective arrangements required to be established under 49 U.S.C. § 22905(c)(2)(B). In accordance with 49 U.S.C. § 22905(c)(2)(B), the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404, as such protective arrangements are described in the final FRA guidance titled Equivalent Protections for Railroad Employees and effective December 28, 2022, included herein in Exhibit B.

(2) In accordance with 49 U.S.C. § 22909(j)(3), Recipient, and any successors, assigns, and contractors of Recipient:

- i. shall be bound by the employee protective arrangements required under subparagraph (1); and
- ii. shall be responsible for the implementation of such arrangements and for the obligations under such arrangements, but may arrange for another entity to take initial responsibility for compliance with the conditions of such arrangement.

(3) Labor protections required pursuant to Subsection (f) of Section 26.2 of this Attachment 1 shall be documented consistent with Article 18 of this Attachment 1.

(g) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(h) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

26.3 Consolidated Rail Infrastructure and Safety Improvements Grants Clauses

The Recipient agrees to comply with the clauses in Section 26.3 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) and (c) through (g) of Section 26.3 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49

U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 CFR part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, "infrastructure project" has the definition provided in 2 CFR § 184.3.

(4) for all projects, the Recipient should under 2 CFR § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 CFR § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes:

compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.3(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

26.4 Restoration and Enhancement Grants Clauses

The Recipient agrees to comply with the clauses in Section 26.4 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) and (c) through (g) of Section 26.4 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right-of-way and facilities under current law.

(a) Maximum Funding Limitation. A grant authorized by 49 U.S.C. § 22908 may not exceed:

- (1) 90 percent of the projected net operating costs for the first year of service;
- (2) 80 percent of the projected net operating costs for the second year of service;
- (3) 70 percent of the projected net operating costs for the third year of service;
- (4) 60 percent of the projected net operating costs for the fourth year of service;
- (5) 50 percent of the projected net operating costs for the fifth year of service;
- and
- (6) 30 percent of the projected net operating costs for the sixth year of service.

(b) Buy America. In lieu of Section 12.1 of this Agreement 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 CFR part 184, as implemented by OMB, USDOT, and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under Section 26.4 of this Attachment 1, “infrastructure project” has the definition provided in 2 CFR § 184.3.

(4) for all projects, the Recipient should under 2 CFR § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 CFR § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the

Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) **Railroad Agreements.** In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.4(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) **Labor Protective Arrangements.** In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) **Davis-Bacon and Related Acts Provisions.** In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) **Replacement of Existing Intercity Passenger Rail Service.** If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) **Route Reporting.** The Recipient will provide similar information regarding the route performance, financial, and ridership projections, and capital and business plans that Amtrak is required to provide, and such other data and information as is required by Article 4 of Attachment 2 of this Agreement.

- (i) Termination. In addition to the terms of this Attachment 1, FRA may terminate this Agreement upon the cessation of service, or the violation of any other term of this Agreement.

26.5 Federal-State Partnership for Intercity Passenger Rail and Federal-State Partnership for State of Good Repair Clauses

The Recipient agrees to comply with the clauses in Section 26.5 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) through (g) of Section 26.5 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

- (a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

- (b) Buy America. In lieu of Section 12.1 of this Attachment 1:

- (1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 CFR part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

- (2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

- (3) under this Section, "infrastructure project" has the definition provided in 2 CFR § 184.3.

- (4) for all projects, the Recipient should under 2 CFR § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 CFR § 200.322 in all subawards, contracts, and purchase orders under this award.

- (c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. §

10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) **Railroad Agreements.** In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.5(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) **Labor Protective Arrangements.** In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) **Davis-Bacon and Related Acts Provisions.** In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) **Replacement of Existing Intercity Passenger Rail Service.** If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Northeast Corridor Cost Allocation. For projects located on the Northeast Corridor, as that term is defined in 49 U.S.C. § 24911(a)(4), Amtrak and the public authorities providing commuter rail passenger transportation at the Project location on the Northeast Corridor must remain in compliance with 49 U.S.C. § 24905(c)(2).

(i) Interest and Financing Costs. Pursuant to 49 U.S.C. § 24911(g)(2), interest and other financing costs of efficiently carrying out a part of the Project within a reasonable time are a cost of carrying out the Project under a Phased Funding Agreement, except that eligible costs may not be more than the cost of the most favorable financing terms reasonably available for the Project at the time of borrowing. The Recipient will certify to FRA's satisfaction that the Recipient has shown reasonable diligence in seeking the most favorable financing terms.

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Attachment 2

PROJECT-SPECIFIC TERMS AND CONDITIONS

Project-Specific Terms and Conditions

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ARTICLE 1: PROJECT-SPECIFIC DESIGNATIONS

1.1 Recipient

This Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the City of Clovis (the Recipient).

1.2 Project and Purpose

The purpose of this award is to fund a Fiscal Year (FY) 2023-2024 Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant for project development for the Clovis, New Mexico Corridor Improvement Project (the Project), as described in Article 4 of this Attachment 2, to help achieve the goals identified in the Notice of Funding Opportunity for the FY 2023-2024 Consolidated Rail Infrastructure and Safety Improvements Program, 89 Fed. Reg. 22206, (Mar. 29, 2024) that solicited applications for Federal financial assistance. FRA and the Recipient will accomplish that purpose by timely completing the Project and ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Application.

1.3 Program Designations

- (a) Research and Development. This award is not for research and development.
- (b) Project Size. This award is for a non-Major Project as that term is defined in FRA Guidance on Development and Implementation of Railroad Capital Projects, January 11, 2023 (Railroad Capital Projects Guidance).
- (c) Phased Funding. This award is not a phased funding agreement as further discussed in Section 6.7 of this Attachment 2.
- (d) Grant or Cooperative Agreement. This award is made as a Grant Agreement.
- (e) Security Risk. This award is for a Project that has a low security risk.
- (f) Rural Area. The information the Recipient provided to FRA, including in the Application, demonstrates this award is for a Project in a Rural Area.

ARTICLE 2: SPECIAL TERMS AND CONDITIONS

Pursuant to the court's preliminary injunction order in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

“[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.”

ARTICLE 3: ADMINISTRATIVE INFORMATION

3.1 Application

Application Title: Clovis, New Mexico, Corridor Improvement Project

Application Date: May 28, 2024

3.2 FRA Awarding Official

FRA Office of Railroad Development
Federal Railroad Administration
1200 New Jersey Ave, SE
Washington, DC 20590
FRA-Grants@dot.gov

3.3 Federal Award Date

The “Federal Award Date” is the effective date of this Agreement, as defined under Section 25.2 of Attachment 1 of this Agreement.

3.4 Program Name and Assistance Listings Number

For the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program, the Assistance Listings Number is 20.325 and the Assistance Listings Title is Consolidated Rail Infrastructure and Safety Improvements.

3.5 Recipient’s Unique Entity Identifier

The Recipient’s Unique Entity Identifier, as defined at 2 CFR § 25.415, is listed in Section 1B on the Agreement cover sheet.

3.6 Federal Award Identification Number

The Federal Award Identification Number is listed in Section 2 on the Agreement cover sheet as the “Agreement Number.”

ARTICLE 4: STATEMENT OF WORK

4.1 General Project Description

The City of Clovis, New Mexico (Recipient), in partnership with BNSF Railway (BNSF) will undertake Project Development activities, including preliminary engineering and environmental review, to

support one grade crossing separation and improvements to a second at-grade crossing along the BNSF rail line in Clovis, New Mexico.

The Project involves:

- Separation of the existing at-grade crossing at Martin Luther King Boulevard and BNSF rail line at the west end of BNSF Clovis Yard through construction of a roadway overpass;
- Improvements to the existing Norris Street at-grade crossing and BNSF rail line east of the BNSF Clovis Yard including active warning devices, a crossing surface, and roadway approaches for a possible future Quiet Zone; and
- Improvements to the interface between Norris Street and U.S. Highways 60 / 70 / 84 north of the BNSF corridor including grade crossing signal interconnections, traffic control devices, roadway lanes, roadway culvert extension, and a retaining wall. These roadwork improvements are necessitated by the at-grade crossing improvements at Norris Street and the BNSF rail line.

The Project is intended to improve highway safety and freight reliability, reduce blocked crossings and improve transportation safety for a rural community.

4.2 Project Location

The Project is located in the City of Clovis, Curry County, NM. The location of the Martin Luther King Jr. Boulevard grade separation and Norris Street grade crossing improvements in Clovis are identified in the project area map below.



The geospatial, milepost and grade crossing information for the two project components are as follows:

Martin Luther King Jr. Blvd Grade Separation

- Latitude: 34°23'56.2" N
- Longitude: 103°13'54.4" W

- The Martin Luther King Jr. Blvd Grade Separation is located at BNSF Clovis Subdivision Milepost 658.07, the U.S. DOT railroad crossing inventory number is U.S. DOT No. 019192C.

Norris Street Grade Crossing Improvement

- Latitude: 34°23'44.9" N
- Longitude: 103°10'42.4" W
- The Norris Street Grade Crossing is located at BSNF Hereford Subdivision Milepost 655.01, the U.S. DOT railroad crossing inventory number is U.S. DOT No. 019189U.

Curry County is the third smallest county in New Mexico by total area. The county is the 12th most populous county in New Mexico, with a total population of 48,430 as of the 2020 decennial US Census.

The Project is located within a Rural Area and is located within New Mexico Congressional District 3.

4.3 Project Scope

The Recipient will notify FRA in writing of any requested changes in Project Scope and will not proceed with the changed scope unless approved by FRA in writing. If approved, changes to Project Scope may require additional environmental review or an amendment to this Agreement.

Task 1: Project Administration and Management

Subtask 1.1: Project Administration

The Recipient will perform all tasks required for the Project through a coordinated process, which will involve affected railroad owners, operators, and funding partners, including:

- BNSF
- New Mexico Department of Transportation
- Curry County
- FRA

The Recipient will facilitate the coordination of all activities necessary for implementation of the Project. The Recipient will:

- complete necessary steps to hire a qualified consultant/contractor to perform required Project work, as necessary;
- hold regularly scheduled Project meetings with FRA;
- inspect and approve work as it is completed; and
- participate in other coordination, as needed.

The Recipient will demonstrate to FRA that it is carrying out the project benefits in the most cost-efficient manner.

Subtask 1.2: Project Management Plan

The Recipient will prepare a Project Management Plan (PMP), that describes how the Project will be implemented and monitored to ensure effective, efficient, and safe delivery of the Project on time and within budget. The PMP will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work.

The PMP will include a Project Schedule and Project Budget for the work to be performed under this Agreement. The Project Schedule will be consistent with the Estimated Project Schedule in Section 5.2 of this Attachment 2 but provide a greater level of detail. Similarly, the Project Budget should be consistent with the Approved Project Budget in Section 6.5 of this Attachment 2 but provide a greater level of detail.

The Recipient will submit the PMP to FRA for review and approval. The Recipient will implement the Project as described in the approved PMP. The Recipient will not begin work on subsequent tasks until FRA has provided written approval of the PMP, unless FRA has provided pre-award authority for such work under Section 6.6 of this Attachment 2. FRA will not reimburse the Recipient for costs incurred in contravention of this requirement.

FRA may require the Recipient to update the PMP. The Recipient will submit any such updates to FRA for review and approval, and FRA will determine if updates to the PMP require an amendment to this Agreement. The Project Budget and Project Schedule may be revised consistent with Article 5 of Attachment 1 of this Agreement without amending this Agreement.

The PMP will be consistent with the FRA Guidance on Development and Implementation of Railroad Capital Projects (Railroad Capital Projects Guidance) and 49 U.S.C. § 22903, as applicable.

Subtask 1.3: Project Closeout

The Recipient will submit a Final Performance Report as required by Section 7.2 of Attachment 1 of this Agreement, which should describe the cumulative activities of the Project, including a complete description of the Recipient's achievements with respect to the Project objectives and milestones.

Task 1 Deliverables:

Deliverable ID	Subtask	Deliverable Name
1.1	1.2	Project Management Plan
1.2	1.3	Final Performance Report

Task 2: Preliminary Engineering (PE)

Subtask 2.1: Preliminary Engineering Design Package

The Recipient will complete Preliminary Engineering (PE) (approximately 30% design) for FRA review and approval to support construction of the Project. PE will consist of the preparation of design development and project delivery documentation necessary to demonstrate the effectiveness, feasibility, and readiness of the Project. The PE package will include: preliminary track engineering (horizontal and vertical alignments and track design); preliminary site and drainage design; preliminary construction staging plans; utility and railroad coordination; preliminary construction cost estimate; and any design work necessary to complete the environmental documentation for the Project.

The Preliminary Engineering Design Package will include:

- PE Plan Sheets, details and outline of specifications, including a plan title sheet with a project description and location map
- Submitted PE sets must include a signed stakeholder signature sheet, confirming all Project stakeholders are in agreement with the PE plans
- Preliminary construction cost estimate
- Preliminary project schedule

Preliminary Engineering will be prepared consistent with the FRA-approved NEPA document.

- Preliminary Engineering Plans must include at a minimum:
 - A title sheet; an index identifying various plan sheets comprising the drawing set; notation of design criteria referenced; and a legend of symbols and abbreviations.
 - A cover sheet signed by all stakeholders impacted by the proposed project.
- Drawings prepared at an appropriate scale with the following information:
 - Survey and base mapping with topography.
 - Pertinent water surface elevations.
 - Existing and proposed right-of-way limits.
 - Property lines showing existing and proposed ownership of the roadway and railroad.
 - Any temporary or permanent easement required for construction.
 - Existing and proposed utility relocations.
 - Limits of disturbance (must be within the approved NEPA limits of disturbance/area of potential effects).
 - Existing and proposed railroad horizontal and vertical alignments with geometry data.
 - Existing and proposed vertical and horizontal geometry of the proposed roadway.
 - Detail and extent of any retaining wall needed for the project.
 - Proposed track changes, including removals and installations.
 - Typical roadway and bridge section.
 - Access for the contractor and staging areas.
 - Critical components such as rail centerlines, track centers, turnout sizes, and rail dimensions.
 - Layout of the proposed bridge, including superstructure, substructure, abutments, wingwalls, and foundations\control house (movable section), riprap, and fender system.

- Typical approach and bridge cross sections with the following information:
 - Layout of the proposed bridge, including superstructure, substructure, abutments, wingwalls, and foundations\control house (movable section), riprap, and fender system.
 - Minimum vertical and horizontal clearances for bridge overpass measured from railroad tracks below
 - Clearance envelope for undergrade bridge structures
 - Cross sections showing the proposed work to existing conditions and at other locations requiring easements, retaining walls, or right-of-way acquisitions, as needed.
- Construction phasing and contractor access plans that include the following:
 - Maintenance of roadway and rail traffic during construction.
 - Any roadway detour or railroad shoofly needed for construction.
 - Proposed construction access, staging, and storage areas.
- Utility Coordination Plan identifying utility type, size, and owners in the area for which conflicts may occur and suggested utility relocation in case of conflict and approval of relocation by the utility owners. This includes all aerial and underground utilities affected by the construction.
- Geotechnical Report with investigation data and recommendations for type of support structures based on borings at proposed bridge support locations.
- Risk Register showing risks, risk owner, and mitigation strategies. A Preliminary Engineering Cost Estimate with detailed and itemized project costs, including any contingency to capture risks and separate itemized Force Account Work required by the railroad or the roadway owner, based upon FRA line items. Use FRA Capital Cost Estimating Guidance, available at the following link:
https://railroads.fra.dot.gov/sites/fra.dot.gov/files/fra_net/16647/160830%20FRA%20RPD%20Capital%20Cost%20Estimating%20Guidance.pdf

Subtask 2.2: Norris Street Preliminary Engineering

- In addition to the requirements in Subtask 2.1, for the Norris Street at-grade crossing and roadwork improvements necessitated by the crossing improvement work, the Preliminary Engineering Design Package will include the following:
 - The Grantee will coordinate with FRA, BNSF Railway, Municipality Roadway Engineers, and other stakeholders to conduct an onsite Diagnostic Safety Review of the Norris Street at-grade crossing to determine the appropriate railroad and roadway traffic control devices to install at each necessary location(s) (e.g., railroad

flasher lights, gates, railroad cantilever structures, railroad preemption if traffic signals are within 200-feet, W10-1 Advanced Railroad Warning Signs).

- The Grantee must submit to FRA for review, comment, and approval the grade crossing civil design layout, as determined by the Diagnostic Safety Review performed by the appropriate stakeholders. The typical layout of the grade crossing design plans are scaled maps or aerial photography of existing conditions with proposed improvements shown at a scale of one inch = 20ft. The drawings will include signal equipment locations, type of detection, and geometric layout.
- The Grantee will prepare plans for the public grade crossing surface to be replaced. Low ground clearance crossings need to be leveled within Grantee's right-of-way, as determined by the Diagnostic Safety Review. If the crossing profile cannot be reconfigured, the installation of a Low Ground Clearance Grade Crossing (W10-5) warning sign and a Low Ground Clearance (W10-5P) supplemental plaque will be installed, as determined by the Diagnostic Safety Review.

Subtask 2.3: Martin Luther King Boulevard Preliminary Engineering

- In addition to the requirements in Subtask 2.1, for the Martin Luther King Boulevard grade separation, the Preliminary Engineering Design Package will include the following:
 - The Recipient should utilize FRA's online tool called "GradeDec.Net", which analyzes the impacts from grade crossing improvements and supports resource allocation and investment decisions. It allows state and local decisionmakers to prioritize highway-rail grade crossing investments based upon an array of benefit-cost measures. GradeDec.Net produces various model outputs that allow a comparative analysis of grade crossing safety alternatives to mitigate highway-rail grade crossing accident risk and other components of user costs, such as roadway delays and vehicles queuing on the tracks.

The Preliminary Engineering Design Package will include the requirements detailed at subtask 2.1, subtask 2.2 (Norris Street Preliminary Engineering), and subtask 2.3 (Martin Luther King Boulevard Preliminary Engineering). FRA will review the Preliminary Engineering Design Package consistent with the FRA-approved NEPA document for the project. FRA approval is required for the project's Preliminary Engineering Design Package.

Task 2 Deliverables:

Deliverable ID	Subtask	Deliverable Name
2.1	2.1 – 2.3	Preliminary Engineering Design Package

Task 3: Environmental Review

The Recipient will conduct an environmental review and prepare the environmental documentation for the Project that FRA determines is necessary to comply with the National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.) and its implementing regulations at 40 CFR parts 1500-1508; FRA's Environmental Procedures at 23 CFR Part 771; Section 4(f) of the Department of Transportation Act (Section 4(f) (49 U.S.C. § 303) and its implementing regulations at 23 CFR Part 774; Section 106 of the National Historic Preservation Act (Section 106) (54 U.S.C. § 306108) and its implementing regulations at 36 CFR part 800; and other applicable environmental laws, regulations, Executive Orders, and requirements.

FRA will determine the appropriate NEPA Class of Action (COA) for the Project, which may be a Categorical Exclusion (CE), Environmental Assessment (EA), or Environmental Impact Statement (EIS). The Recipient will assist FRA in making this determination by providing to FRA a written Project description, photographs and/or maps, and other relevant background information as requested by FRA. FRA may require the Recipient to prepare an Environmental Work Plan as part of the PMP in Task 1 if FRA determines the appropriate NEPA COA is an EA or an EIS.

The Recipient will use qualified environmental and cultural resource professionals to evaluate and document the Project's reasonably foreseeable impacts on environmental and cultural resources. This may include but is not limited to performing literature and desktop reviews and field reconnaissance, preparing reports, facilitating public and/or agency review as required based on the COA or as directed by FRA, requesting information from relevant resource or regulatory agencies, drafting consultation letters, supporting FRA in consultation, and participating in meetings with project partners.

The Recipient will draft environmental documentation to comply with NEPA, Section 4(f), Section 106, and other applicable environmental laws, regulations, Executive Orders, and requirements. In preparing the environmental documentation, the Recipient will use and follow any existing FRA forms, templates, and guidance. The Recipient will prepare and submit the environmental documentation to FRA for review and written approval.

The Recipient will consult with FRA before initiating any ground-disturbing activities (i.e., geotechnical boring, trenching, tree clearing, vegetation removal, etc.) to occur prior to completing the environmental review for the Project, including ground-disturbing activities in support of design. As requested by FRA, the Recipient will provide to FRA all information necessary to comply with all applicable Federal laws and regulations for the ground-disturbing activities, including but not limited to NEPA, Section 106, Section 4(f), and other applicable environmental laws, regulations, Executive Orders, and requirements.

The Recipient shall not proceed with ground-disturbing activities until after FRA has provided the Recipient with a written notice to proceed.

Task 3 Deliverables:

Deliverable ID	Subtask	Deliverable Name
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3.1	N/A	Final NEPA Document
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4.4 Implement Required Environmental Commitments

None.

ARTICLE 5: AWARD DATES AND ESTIMATED PROJECT SCHEDULE

5.1 Award Dates

Budget Period End Date: October 31, 2027

Period of Performance End Date: October 31, 2027

5.2 Estimated Project Schedule

Milestones associated with this Agreement are identified in Table 5-A: Estimated Project Schedule. The Recipient will complete these milestones to FRA's satisfaction by the Schedule Date, subject to Article 5 of Attachment 1 of this Agreement. The Recipient will notify FRA in writing when it believes it has achieved the milestone.

Table 5-A: Estimated Project Schedule

Milestone	Schedule Date
Preliminary Engineering Completion	April 1, 2027
NEPA Completion	February 1, 2027

ARTICLE 6: AWARD AND PROJECT FINANCIAL INFORMATION

6.1 Award Amount

Agreement Federal Funds: \$570,920

6.2 Federal Obligation Information

Federal Obligation Type: Single

6.3 Federal Authorization and Funding Source.

Authorizing Statute: 49 U.S.C. 22907

Appropriation: Consolidated Appropriations Act, 2023, Div. L Tit. I, Pub. L 117-328 (2023 Appropriation, December 29, 2022), Consolidated Appropriations Act, 2024, Div. F Tit. I, Pub. L 118-42 (2024

Appropriation, March 9, 2023), Infrastructure Investment and Jobs Act, Div. J, Pub. L 117-58 (FY 2023 and FY 2024 advance appropriations, November 15, 2021)

6.4 Funding Availability

Program funding that is obligated under this Agreement remains available until expended.

6.5 Approved Project Budget

The estimated total Project cost under this Agreement is \$1,210,920.

FRA will contribute a maximum of 47.15 percent of the total Project cost, not to exceed the Agreement Federal Funds in Section 6.1 of this Attachment 2. FRA will fund the Project at the lesser amount of the Agreement Federal Funds or the FRA maximum contribution percentage of total Project costs.

The Recipient will contribute \$640,000 in Agreement Non-Federal Funds. Recipient's Agreement Non-Federal Funds are comprised of \$90,000 cash derived from the City of Clovis and a \$550,000 cash contribution from BNSF.

The Recipient will complete the Project to FRA's satisfaction within the Approved Project Budget, subject to Article 5 of Attachment 1 of this Agreement.

Table 6-A: Approved Project Budget by Task

Task #	Task Title	Agreement Federal Funds	Agreement Non-Federal Funds	Total
1	Project Administration and Management	\$70,725	\$79,275	\$150,000
2	Preliminary Engineering	\$351,701	\$394,219	\$745,920
3	Environmental Review	\$148,494	\$166,506	\$315,000
Total		\$570,920	\$640,000	Total Project Cost: \$1,210,920

Table 6-B: Approved Project Budget by Source

Funding Source	Total Amount	Percentage of Total Project Cost
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Federal Share	\$570,920	47.15%
Agreement Federal Funds	\$570,920	47.15%
CRISI	\$570,920	47.15%
Agreement Non-Federal Funds	\$640,000	52.85%
City of Clovis	\$90,000	7.43%
BNSF	\$550,000	45.42%

6.6 Pre-Award Costs

None. Consistent with 2 CFR part 200, costs incurred before the date of this Agreement are not allowable costs under this award. FRA will neither reimburse those costs under this award nor consider them as a non-Federal cost-sharing contribution to this award.

6.7 Phased Funding Agreement

Not applicable.

ARTICLE 7: PERFORMANCE MEASUREMENT INFORMATION

Table 7-A: Performance Measurement Table identifies the performance measures that this Project is expected to achieve. These performance measures will enable FRA to assess the Recipient's progress in achieving grant program goals and objectives. The Recipient will report on these performance measures in accordance with the frequency and duration specified in Table 7-A.

Upon Project completion, the Recipient will submit reports comparing the actual Project performance of the new and or improved asset(s) against the pre-Project (baseline) performance and expected post-Project performance as described in Table 7-A. The Recipient will submit the performance measures report to the Project Manager in accordance with Table 7-A.

Table 7-A: Performance Measurement Table

Goal	Objective	Performance Measure	Description of Measure	Measurement	Reporting
<i>Completion of Preliminary Engineering at 30% design</i>	Satisfactory Design Completion	Satisfactory Completion of PE and Construction Project Cost Estimate and deliverables	All deliverables required in Task 2 are successfully completed and accepted by FRA.	Pre-Project (Baseline) Performance as of: Not applicable, since no document completed	Frequency: During period of performance
				Expected Post-Project Performance:	Duration: One time

				Yes, document completed	
<i>Completion of Environmental Review</i>	Satisfactory completion of the NEPA environmental review process	Completion of NEPA documents/deliverables acceptable to FRA.	All deliverables in Task 3 are successfully completed and accepted by FRA.	Pre-Project (Baseline) Performance as of: Not applicable, since no document completed Expected Post-Project Performance: Yes, document completed.	Frequency: During period of performance Duration: One time

ARTICLE 8: ENVIRONMENTAL COMPLIANCE

In accordance with the National Environmental Policy Act (NEPA; 42 U.S.C. § 4321 et seq.), other environmental statutes, related regulatory requirements, and FRA's NEPA-implementing regulations (23 CFR part 771), FRA has determined that the actions funded under this Agreement as described in this Attachment 2, Section 4.3, Task 3, are categorically excluded from detailed environmental review pursuant to 23 CFR § 771.116(c)(3). In accordance with Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108; 36 CFR part 800), FRA has also determined that the actions funded under this Agreement have no potential to cause effects to historic properties. The actions do not require the use of property protected by Section 4(f) of the Department of Transportation Act (49 U.S.C. § 303; 23 CFR part 774).

Categorical exclusion (CE) means a category of actions that a Federal agency has determined normally do not have a significant impact on the quality of the human environment and therefore do not require either an environmental assessment (EA) or environmental impact statement (EIS). 42 U.S.C. § 4336(e)(1). In analyzing the applicability of a CE, FRA also considered whether unusual circumstances are present that would warrant a more detailed environmental review through the preparation of an EA or EIS. In accordance with 23 CFR §§ 771.116 (a) and (b), FRA has further concluded that no unusual circumstances exist with respect to development of the activities funded under this grant that might trigger the need for a more detailed environmental review.

Should conditions or the scope of the action change, the Recipient must notify FRA and receive written response and notice to proceed before proceeding. FRA will evaluate whether this determination remains applicable or if additional environmental review is necessary.

ARTICLE 9: LABOR AND WORK

9.1 Efforts to Support Good-Paying Jobs and Strong Labor Standards

This Section identifies the Recipient's efforts to support good-paying jobs and strong labor standards related to the Project. The Recipient certifies that rows marked with "X" in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. (Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. (Describe the training programs in the supporting narrative below.)
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. (Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. (Describe the partnership and workforce strategies in the supporting narrative below.)
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. (Describe those actions in the supporting narrative below.)
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described below. (Identify the relevant actions in the supporting narrative below.)
x	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

9.2 Supporting Narrative

This award supports Project Development activities including the completion of preliminary engineering and environmental review for the underlying construction project. The Recipient will accommodate

strong labor and work practices in future project lifecycle stages that include procurement, contracting, and construction activities.

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Exhibits

Revision Date: April 30, 2025

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EXHIBIT A: APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this Agreement, the Recipient assures and certifies, with respect to this award, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this Agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this Agreement include, but are not limited to, the following:

GENERAL FEDERAL LEGISLATION

- a. Davis-Bacon Act – 40 U.S.C. § 3141 et seq.
- b. Federal Fair Labor Standards Act – 29 U.S.C. § 201 et seq.
- c. Hatch Act – 5 U.S.C. § 1501 et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. § 4601 et seq.
- e. National Historic Preservation Act of 1966 (Section 106) – 54 U.S.C. § 306108
- f. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. §§ 312501-312508
- g. Native American Graves Protection and Repatriation Act – 25 U.S.C. § 3001 et seq.
- h. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401 et seq.
- i. Clean Water Act, as amended – 33 U.S.C. § 1251 et seq.
- j. Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. § 1536 et seq.
- k. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451 et seq.
- l. Flood Disaster Protection Act of 1973, Section 102(a) – 42 U.S.C. § 4012a
- m. Age Discrimination Act of 1975 – 42 U.S.C. § 6101 et seq.
- n. American Indian Religious Freedom Act, as amended – P.L. 95-341
- o. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. §§ 290dd–290dd-2
- p. Architectural Barriers Act of 1968 – 42 U.S.C. § 4151 et seq.
- q. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42, Section 403 – 42 U.S.C. § 8373
- r. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701 et seq.
- s. Copeland Anti-kickback Act, as amended – 18 U.S.C. § 874 and 40 U.S.C. § 3145
- t. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321 et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271 et seq.
- v. Single Audit Act of 1984 – 31 U.S.C. § 7501 et seq.
- w. Americans with Disabilities Act of 1990 – 42 U.S.C. § 12101 et seq.
- x. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. §§ 1681–1683 and §§ 1685–1687
- y. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. § 794
- z. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. § 2000d et seq.
- aa. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
- bb. Freedom of Information Act, as amended – 5 U.S.C. § 552
- cc. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. § 1801 et seq.
- dd. Farmland Protection Policy Act of 1981 – 7 U.S.C. § 4201 et seq.
- ee. Noise Control Act of 1972 – 42 U.S.C. § 4901 et seq.
- ff. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. § 661 et seq.
- gg. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. §§ 401 and

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- hh. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. § 303
- ii. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. §§ 9601–9657
- jj. Safe Drinking Water Act – 42 U.S.C. §§ 300f–300j-26
- kk. The Wilderness Act – 16 U.S.C. §§ 1131–1136
- ll. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. § 6901 et seq.
- mm. Migratory Bird Treaty Act – 16 U.S.C. § 703 et seq.
- nn. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109-282, as amended by Section 6202 of Public Law 110-252)
- oo. Cargo Preference Act of 1954 – 46 U.S.C. § 55305
- pp. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232
- qq. Efficient Environmental Reviews – 23 U.S.C. § 139
- rr. Grant Conditions – 49 U.S.C. § 22905
- ss. Build America, Buy America Act – Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298
- tt. Bringing In and Harboring Certain Aliens – 8 U.S.C. § 1324
- uu. Aiding or Assisting Certain Aliens to Enter – 8 U.S.C. § 1327

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12549 – Debarment and Suspension
- e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
- f. Executive Order 14025 – Worker Organizing and Empowerment
- g. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

GENERAL FEDERAL REGULATIONS

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 CFR Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 CFR Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 CFR Part 13
- d. Procedures for predetermination of wage rates – 29 CFR Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 CFR Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 CFR Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 CFR Parts 60 et seq.

- h. New Restrictions on Lobbying – 49 CFR Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 CFR Part 21, including any amendments thereto
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 CFR Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 CFR Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 CFR Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 CFR Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 CFR Parts 37 and 38
- r. Environmental Impact and Related Procedures – 23 CFR Part 771
- s. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 CFR Part 774

Specific assurances required to be included in the Agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this Agreement.



EXHIBIT B: ADDITIONAL STANDARD TERMS

EXHIBIT B.1: TITLE VI ASSURANCES**TITLE VI ASSURANCE****Implementing Title VI of the Civil Rights Act of 1964, as amended****ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS AND ACTIVITIES
RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 CFR Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)**Standard Title VI/Non-Discrimination Assurances****DOT Order No. 1050.2A**

By signing and submitting the Application and by entering into this Agreement, the Recipient **HEREBY AGREES THAT**, as a condition to receiving Federal financial assistance from the Federal Railroad Administration (FRA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21, including any amendments thereto (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 CFR Section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including FRA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, including any amendments thereto, will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing FRA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by FRA. You must keep records, reports, and submit the material for review upon request to FRA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the FRA under this Agreement. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the program or project funded under this Agreement.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Railroad Administration (FRA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, including any amendments thereto.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FRA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or FRA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FRA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The



contractor will take action with respect to any subcontract or procurement as the Recipient or FRA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), 23 U.S.C. § 117 and the policies and procedures prescribed by the Federal Railroad Administration (FRA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex) (as applicable);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (P.L. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131–12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq.).

EXHIBIT B.2: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**2 CFR Parts 180 and 1200**

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FRA approval or that is estimated to cost \$25,000 or more—as defined in 2 CFR Parts 180 and 1200.

By signing and submitting the Application and by entering into this Agreement, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust

statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification – Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FRA approval or estimated to cost \$25,000 or more – 2 CFR Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT B.3: REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by Sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“Felony Conviction” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“Participant” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“Tax Delinquency” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the **“SAM”**) at <http://www.sam.gov/> for an entry describing that entity.
3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4 Prohibition. If

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. Mandatory Notice to the USDOT.

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. Flow Down. For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and
- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

EXHIBIT B.4: RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT B.5: EQUIVALENT LABOR PROTECTIONS UNDER 49 U.S.C. 22905(c)(2)(B)

This Exhibit provides guidance on the protective arrangements equivalent to the protective arrangements established under Section 504 of the Railroad Revitalization Reform Act of 1976, with respect to employees affected by actions taken in connection with a Project financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B). Fluctuations and changes in volume or character of employment brought about solely by other causes are not within the scope of this Exhibit.

1. Definitions. Whenever used in this Exhibit, capitalized terms shall have the meanings below:

(a) “Average Monthly Compensation” means the total compensation received by a Displaced Employee or a Dismissed Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement or dismissal, divided by twelve (12). The Average Monthly Compensation shall be adjusted to reflect subsequent general wage increases.

(b) “Average Monthly Time” means the total number of hours worked by a Displaced Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement, divided by twelve (12).

(c) “Day” means one 24-hour calendar day (including holidays and weekends) for purposes of calculating deadlines and other timeframes in this Exhibit.

(d) “Displaced Employee” means a Protected Employee who remains employed by a Railroad but, as a result of a Project, is placed in a worse position with respect to compensation and rules governing working conditions. A Protected Employee’s status as a Displaced Employee begins on the date said employee is harmed.

(e) “Dismissed Employee” means a Protected Employee who: (1) as a result of a Project, is deprived of employment with the Railroad because (i) the Railroad eliminates the Protected Employee’s position, or (ii) the Railroad eliminates another employee’s position (and that employee’s exercise of seniority rights results in the Protected Employee’s inability to secure another position by the exercise of the Protected Employee’s seniority rights); and (2) is unable to secure another position by exercise of their seniority rights. A Protected Employee’s status as a Dismissed Employee begins on the date said employee is deprived of employment.

(f) “Project” means any action financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B).

(g) “Protected Employee” means an employee of a Railroad who is affected by actions taken pursuant to a Project, whether the Project is initiated by a Railroad or a Recipient. If a Railroad rearranges or adjusts its forces in anticipation of a Project with the purpose or effect of depriving an employee of benefits to which they otherwise would have become entitled under this Exhibit, then that employee is a Protected Employee under this Exhibit. An employee’s status as a Protected Employee shall continue for the duration of the applicable Protective Period. An employee who solely benefitted as a result of a Project shall not be a Protected Employee under this Exhibit.

(h) “Protective Period” means that period during which a Displaced Employee or a Dismissed Employee is provided the protections described in this Exhibit. The Protective Period begins

on the date an employee of a Railroad is displaced or dismissed and ends after six (6) years. However, the Protective Period for any particular employee shall not continue longer than the period of time the Railroad employed the employee prior to the date of their displacement or dismissal. For purposes of this Exhibit, an employee's length of service shall be determined in accordance with the provisions of Section 7(b) of the Washington Job Protection Agreement of May 1936, as amended.

(i) "Recipient" means any person or entity receiving financial assistance subject to the requirements of 49 U.S.C. § 22905(c), including grantees, subrecipients, contractors, and subcontractors.

(j) "Railroad" means (1) a railroad carrier as defined in 49 U.S.C. § 20102(3), or (2) any person deemed a rail carrier pursuant to 49 U.S.C. § 22905(b).

2. Flow Down.

(a) In accepting financial assistance for a Project, the Recipient is responsible for ensuring the compliance with the protections provided in this Exhibit. The Recipient shall make the acceptance of this Exhibit a condition of any new contract (or incorporate its terms into any existing contract by amendment) that uses funds subject to the requirements of 49 U.S.C. § 22905(c). These conditions shall apply to a Recipient, any Railroad and any contractor of any tier with which the Recipient contracts using funds subject to the requirements of 49 U.S.C. § 22905(c).

(b) The Recipient shall require in an agreement (either in a new agreement or as an amendment to an existing agreement) with a Railroad owning the right-of-way to be improved by a Project that the Railroad notify its employees (or their representatives) of the Project being funded with financial assistance subject to 49 U.S.C. § 22905(c) and the applicability of these protections.

(c) Any Railroad employee (or their representatives) may notify a Recipient of a dispute or controversy relating to the requirements of this Exhibit to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

3. Collective Bargaining Agreements.

(a) **Existing Agreements.** The rates of pay, rules, working conditions, and all collective bargaining and other rights, privileges, and benefits (including continuation of pension rights and benefits) of a Railroad's employees under applicable laws, regulations, and/or existing collective bargaining agreements shall be preserved and remain applicable unless changed by future collective bargaining agreements or applicable statutes or regulations. As applied to the regulation of subcontracting by the Railroads of a Project, the provisions of this section shall mean that a determination of whether or not such work validly may be subcontracted by a Railroad shall not be affected by the fact that the work is being financed by funds subject to the requirements of 49 U.S.C. § 22905(c)(2)(B). Nothing in this Exhibit shall be construed as depriving any Railroad employee of any rights or benefits or eliminating any obligations that such employee may have under any existing contractual or statutory arrangement, including job security agreements, protective conditions, or arrangements.

(b) **Election by Protected Employee.** Where a Protected Employee is eligible for protections under both this Exhibit and another contractual or statutory arrangement, the Protected Employee shall elect between the protection under this Exhibit and protection under such other arrangement. After

such an election, the Protected Employee shall be protected only by the arrangement that they elect. The Protected Employee shall not be entitled to any protection or benefit (regardless of whether such benefit is duplicative) under the arrangement that they do not elect. However, if the elected protection expires pursuant to the terms of the arrangement that governs the elected protection, the Protected Employee is entitled to protection under the arrangement not originally elected for the remainder, if any, of the Protective Period.

4. Change in Operations, Services, Facilities, or Equipment.

(a) **Notice.** When a Railroad contemplates a change or changes in its operations, services, facilities, or equipment as a result of a Project, which may cause the dismissal or displacement of Protected Employees or rearrangement of forces involving such employees, it shall give at least sixty (60) days' written notice of such intended changes to both Protected Employees and their duly authorized representatives (if applicable). Such notice shall contain a full and adequate description of the proposed changes, including an estimate of the number of Protected Employees of each class affected by the intended changes.

(b) **Negotiations.**

(i) **Initiation of Negotiation.** Within sixty (60) days after the Railroad issues a notice under Section 4(a) of this Exhibit, the Railroad or the Protected Employees (or their representatives) may, by written notice to the other party, request a meeting and opportunity to negotiate an agreement with respect to the application of the terms and conditions of this Exhibit. These negotiations shall commence within fourteen (14) days from the receipt of such request.

(ii) **Subject of Negotiations.** Each change to rail operations, services, facilities, infrastructure, or equipment (including rights-of-way, track, and signal and crossing systems) that may result in dismissal or displacement of Protected Employees or rearrangement of forces involving such employees shall be subject to review and negotiation by the parties, but only to the extent necessary to ensure compliance with this Exhibit. For any contemplated rearrangement of rail forces, the Railroad and the representative(s) of the Protected Employees shall agree on the method of selection of employees to be moved, and the assignment of those employees to new roles.

(c) **Arbitration.** If the Railroad and the representative(s) of the Protected Employees fail to agree within forty-five (45) days from the initial meeting and opportunity to negotiate, either party may submit the dispute for arbitration in accordance with the following procedures:

(i) **Notice & Selection of Arbitrator.** Within ten (10) days after either party has notified the other in writing of their desire to submit the dispute for arbitration, the parties shall select a neutral arbitrator. If the parties cannot agree upon the selection of said arbitrator, then the parties shall submit a request to the National Mediation Board to appoint an arbitrator. In either case, a hearing shall be scheduled no later than thirty (30) days after an arbitrator has been appointed.



(ii) **Binding Decision.** The decision of the arbitrator shall be final, binding, and conclusive and shall be rendered within thirty (30) days from the date of the commencement of the hearing of the dispute.

(iii) **Expenses.** The salary and expenses of the arbitrator shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

(d) **Implementation.** If a notice is issued under Section 4(a), the Railroad shall not implement such a change or changes until: (i) sixty (60) days after the notice in accordance with Section 4(a), if no party requests a meeting and opportunity to negotiate; (ii) the parties reach agreement pursuant to Section 4(b), if a party requests a meeting and opportunity to negotiate; or (iii) a referee has rendered a decision pursuant to Section 4(c).

5. Protections for Displaced Employees

(a) Displacement Allowances.

(i) **In General.** If a Displaced Employee is unable, in the normal exercise of such employee's seniority rights under existing agreements, rules and practices, to obtain a position that is compensated equal to or exceeding the compensation the Displaced Employee received in the position from which such employee was displaced, then the Displaced Employee shall, during the Protective Period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by the Displaced Employee in the position in which such employee is retained and the Average Monthly Compensation received by the Displaced Employee in the position from which such employee was displaced (the "Displacement Allowance").

(ii) **Application of Displacement Allowance.** If a Displaced Employee's compensation in that employee's retained position is less in any month in which such employee performs work than the Average Monthly Compensation, then the Displaced Employee shall be paid the difference between the current compensation and the Average Monthly Compensation. However, the Displacement Allowance shall be reduced by the Displaced Employee's time lost as a result of voluntary absences, to the extent that the Displaced Employee is not available for service equivalent to the Displaced Employee's Average Monthly Time. If, on the other hand, the Displaced Employee, in such employee's retained position, works in excess of the Average Monthly Time in any given month, then the Displaced Employee shall be additionally compensated for such excess time at the rate of pay of the employee's retained position. If a Displaced Employee fails to exercise their seniority rights to secure another position available to the employee which does not require a change in such employee's place of residence, to which the employee is entitled under the working agreement, and which carries a rate of pay and compensation exceeding those of the position that the employee elects to retain, then the Displaced Employee shall thereafter be treated for the purposes of this section as occupying the position such employee elects to decline.

(iii) **Early Expiration.** The Displacement Allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement, or dismissal for justifiable cause.

(b) **Moving Expenses.** Any Protected Employee retained in the service of a Railroad, or who is later restored to service after being entitled to receive a Dismissal Allowance, and is required to change the point of such employee's employment as a result of the Project, and within the employee's Protective Period is required to move the employee's place of residence, shall be reimbursed for all expenses of moving the employee's household and other personal effects, including travel expenses, temporary living expenses, and any actual wage loss during the time necessary to make the move, and for a reasonable time thereafter, not to exceed five (5) days.

(i) **Prior Agreement.** The exact extent of the responsibility of a Railroad under this Section and the ways and means of transportation shall be agreed upon in advance by the Railroad and the Protected Employee or their representatives.

(ii) **Exception.** Changes in residence that are not a result of a Project, which are made after the initial change and that grow out of the normal exercise of seniority rights, are not within the purview of this Section.

(iii) **Furloughed Employees.** The Railroad shall, to the same extent provided above, assume the moving expenses outlined in Section 5(b) for an employee furloughed within three (3) years after changing such employee's point of employment as a result of a Project, who elects to move their place of residence back to their original point of employment.

(iv) **Reimbursement.** A claim for reimbursement shall be paid under the provisions of this Section within sixty (60) days after it is submitted, unless disputed by the Railroad, but no claim shall be paid if presented to the Railroad more than ninety (90) days after the date on which the expenses were incurred.

(c) **Losses from Home Sale or Contract Termination.** Any Displaced Employee who is retained in the service of a Railroad (or who is later restored to service after being entitled to receive a dismissal allowance), and who is required to change the point of such employee's employment during the Protective Period as a result of a Project, is entitled to the following:

(i) **Home Sale for Less Than Fair Market Value.** If the Displaced Employee owns their place of residence in the locality from which such employee is required to move, then at the Displaced Employee's option, the Railroad shall reimburse the Displaced Employee for the difference between the actual sale price and the fair market value of the employee's place of residence. The Railroad shall pay such difference within sixty (60) days after the Displaced Employee has filed a claim for such loss in accordance with Section 5(c)(vi), unless a controversy arises as to which Section 5(c)(vii) applies. In each case, the fair market value of the home in question shall be determined without consideration of the Project. The Railroad shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the Displaced Employee to any other person.

(ii) **Election to Receive Closing Costs.** The Displaced Employee may elect to waive the provisions of Section 5(c)(i) and to receive, in lieu thereof, an amount equal to the closing costs that are customarily paid for and assumed by a seller of real estate in the jurisdiction in which the employee's residence is located. Such costs shall include customary fees paid to a licensed realtor (not to exceed six percent (6%) of the final sale price) and any prepayment penalty required by any mortgagor or beneficiary of a deed of trust. Such costs shall not include

the payment of any mortgage discount points or similar interest discount fees by the Displaced Employee.

(iii) Pending Contract to Purchase. If a Displaced Employee has entered into a contract to purchase a place of residence, but due to a Project must cancel that contract, the Railroad shall indemnify the Displaced Employee against any losses due to such cancellation, and shall relieve the Displaced Employee from any further obligation under the contract.

(iv) Unexpired Lease. If the Displaced Employee holds an unexpired lease of a dwelling as the employee's primary place of residence, and the Displaced Employee must cancel the lease due to a Project, the Railroad shall indemnify the Displaced Employee from all costs and liability arising from said cancellation.

(v) Exclusions. Any change in residence that is not due to or caused by a Project, or that resulted from the normal exercise of a Protected Employee's seniority rights, shall not be within the purview of this Section.

(vi) Notification of Claims. A Displaced Employee shall notify, in writing, the Railroad of such employee's claim arising from this Section 5(c) within one (1) year of the date the Displaced Employee's claim accrues.

(vii) Home Value Disagreements. In the event of disagreement between a Railroad and a Displaced Employee as to the value of a Displaced Employee's claim, either party (or their representatives) may request, in writing, a joint conference to resolve the disagreement.

A. Real Estate Appraisers. If the parties are unable to resolve the disagreement, either party may refer the disagreement to two licensed real estate appraisers, one of whom shall be selected by the Displaced Employee (or such employee's representatives), and one of whom shall be selected by the Railroad. If the two selected real estate appraisers are unable to agree on a valuation within thirty (30) days, the selected real estate appraisers shall designate (or agree to a method by which to select) a third licensed real estate appraiser within ten (10) days. If unable to agree on a selection, either party may request the National Mediation Board to designate within twenty (20) days a third licensed real estate appraiser. A decision by two of the three licensed real estate appraisers shall be required to determine the value in dispute. Said decision shall be final and conclusive.

B. Payment of Expenses. The salary and expenses of the third or neutral appraiser shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) Failure to Exercise Seniority Rights. If a Displaced Employee is able but does not exercise such employee's seniority rights to secure another position that does not require a change in the employee's primary place of residence, the Displaced Employee shall not be entitled to moving expenses or protections due to the sale of a home outlined in Sections 5(b)&(c).

6. Protections for Dismissed Employees.

(a) **Dismissal Allowance.** A Dismissed Employee shall be paid a monthly dismissal allowance from the date they are deprived of employment through the Protective Period.

(i) **Monthly Dismissal Allowance Calculation.** The monthly dismissal allowance shall be equivalent to the Average Monthly Compensation received by the Dismissed Employee in the last twelve (12) months of employment prior to the employee's dismissal.

(ii) **Submission of Claim.** A claim for the initial month of a dismissal allowance shall be paid within ninety (90) days and a claim for a subsequent month shall be paid within sixty (60) days after the claim is filed by the Dismissed Employee, unless the claim is disputed by the Railroad pursuant to Section 8 of this Exhibit.

(iii) **Reduction or Suspension of Dismissal Allowance.** If a Dismissed Employee accepts new employment (or reemployment by the dismissing Railroad) during the Protective Period, the dismissal allowance shall be reduced such that the accepted monthly compensation at the then-current position (including any unemployment insurance compensation received) plus the dismissal allowance is equivalent to the Dismissed Employee's Average Monthly Compensation. If the compensation of the Dismissed Employee's then-current employment is greater than the dismissal allowance, the dismissal allowance shall be suspended. Such reduction or suspension shall continue for the duration of the Protective Period, unless and until the Dismissed Employee's then-current compensation is reduced or eliminated. Prior to dismissal, such Dismissed Employee (or their representative) and the dismissing Railroad shall agree upon a procedure by which such Railroad shall be informed of the earnings and benefits of such Dismissed Employee in their new position of employment.

(iv) **Early Termination.** The dismissal allowance shall cease prior to the expiration of the Protective Period in the event of the Dismissed Employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure without good cause to return to service after being notified in accordance with an applicable working agreement, or failure without good cause to accept a comparable position that does not require a change of residence, for which the Dismissed Employee is qualified and eligible with the Railroad from which such employee was dismissed after being notified, if the employee's return does not infringe upon employment rights of other employees under a working agreement.

(b) **Separation Allowance.** A Dismissed Employee may, at such employee's option, within seven (7) days of dismissal or an arbitration award establishing the employee's status as a Dismissed Employee, resign and (in lieu of all other benefits and protections provided in this Exhibit) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May 1936, as amended.

(c) **Priority of Employment or Re-Employment.** Any Protected Employee whose employment is terminated or who is furloughed as a result of a Project shall, if they so request, be granted priority of employment or re-employment to fill a position comparable to that which they held on the Railroad (even if in a different craft or class), so long as they are qualified, or by training or retraining can become physically and mentally qualified, for the position. However, such priority of

employment or re-employment must not be in contravention of any relevant collective bargaining agreements.

(i) **Training or Re-Training.** In the event such training or retraining is requested by a Protected Employee pursuant to Section 6(c), the Railroad shall provide such training or retraining at no cost to the Protected Employee.

(ii) **Waiver of Protections.** If a Protected Employee who has made a request under Section 6(c) fails without good cause within ten (10) days to accept an offer of a comparable position for which such employee has satisfactorily completed such training, the Protected Employee shall, upon the expiration of such ten (10) day period, forfeit all rights and benefits under this Exhibit.

7. Fringe Benefits. No Protected Employee shall be deprived during the Protective Period of any (non-salary) rights, privileges, or benefits attached to such employee's previous employment under the terms and conditions of an existing employment agreement (including, but not limited to, free transportation, hospitalization, pensions, insurance, or vacation benefits), so long as such rights, privileges, or benefits continue to be accorded to other employees of the Railroad, in active service or on furlough as the case may be, to the extent that such rights, privileges, or benefits can be so maintained under present authority of law, corporate action, or through future authorization.

8. Arbitration of Disputes.

(a) **Scope.** Any dispute under these conditions not settled by the relevant parties will be resolved in arbitration as provided herein. In the event a Railroad and the Protected Employee(s) (or their representatives) cannot settle a dispute or controversy with respect to the interpretation, application, or enforcement of any provision of this Exhibit (other than those Sections of this Exhibit that provide for another means of dispute resolution) within thirty (30) days after the dispute arises, either party may refer the dispute to an arbitration committee. The affected Protected Employee(s) (or their representatives) may notify a Recipient of a dispute or controversy under this Section 8 to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

(b) **Notice.** The party referring the dispute to an arbitration committee shall notify the other party in writing of its intent to refer a dispute or controversy to an arbitration committee.

(c) **Selection of Members.** Within ten (10) days of receipt of the written notice, each party to the arbitration shall select one (1) member of the committee, and the members thus chosen shall select an additional, neutral member to serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or a senior officer designated by the Railroad or the Recipient, as the case may be, shall be deemed the selected member. Should the members be unable to agree upon the appointment of the neutral member within ten (10) days, the parties shall then within an additional ten (10) days agree to a method by which a neutral member shall be appointed; failing such agreement, either party may request the National Mediation Board to designate within twenty (20) days the neutral member whose designation will be binding upon the parties.

(d) **Multiple Representatives.** In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the Railroad or Recipient may appoint additional representatives equivalent to the number of labor

organization representatives; provided, however, that the decision in such case shall be made by the neutral member.

(e) **Decisions Binding.** The decision, by majority vote except as provided otherwise in paragraph (d) of this Section, of the arbitration committee shall be final, binding, conclusive, and rendered within forty-five (45) days after the hearing of the dispute or controversy has been concluded and the record closed.

(f) **Expenses.** The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding, and all other expenses shall be paid by the party incurring them.

9. Classification of a Protected Employee. In the event an employee (or their representatives) cannot settle a dispute or controversy with the Railroad or the Recipient as to whether or not a particular employee would be affected by a Project, either party may refer the dispute to an arbitration committee within thirty (30) days after the dispute arises pursuant to the arbitration procedures in Section 8. For any such dispute, the employee of a Railroad shall have the burden to identify, with reasonable specificity, the Project that allegedly affected them, and to specify the pertinent facts of that Project, including the change or changes resulting from the Project that allegedly affected them. The burden shall then shift to the Railroad or Recipient to show that factors other than a change resulting from the Project affected the employee. The employee shall prevail on this issue if it is established that the Project had an effect upon the employee, even if other factors also may have affected the employee.

10. Resolution of Disputes for Non-Bargaining Unit Protected Employees. Any Protected Employee who is not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under this Exhibit. In the event any dispute arises between a Railroad and an employee not represented by a labor organization with respect to the interpretation, application, or enforcement of any provision of this Exhibit that cannot be settled by the parties within thirty (30) days after the dispute arises, either party may, as an alternative to the dispute resolution procedures outlined in this Exhibit, refer the dispute within ninety (90) days after the dispute arises to the Secretary of Labor for determination. The determination of the Secretary of Labor, or their designated representative, shall be final and binding on the parties.

11. Severability. In the event any provision of this Exhibit is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this Exhibit shall not be affected.

EXHIBIT C: QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS

Quarterly Project Progress Reports and Recertifications are available at:
<https://railroads.dot.gov/grant-administration/reporting-requirements/fra-report>



City of Clovis, New Mexico
Request for Commission Approval

Type of Action: Action
Date Action Required: July 29, 2025

Requestor: Vicki Reyes
Department: Administration
Date: 07/29/2025

V.3

Request for Approval to Change the Price of Vendor Fees for Community Events, Claire Burroughes, Assistant City Manager.

Background/Summary: At their July 21st meeting the Parks, Recreation & Beautification Committee heard a request from the Clovis Police Department regarding reduced fees for vendors at National Night Out. The committee recommended reducing fees for any event that is four hours or less to \$50 for vendors and any event over 4 hours would still be \$100 vendor fee.

III.1) Discussion and Recommendation Regarding Vendor Fees for Community Events, Jenny, Stacey, CPD Community Relations Coordinator, Claire Burroughes, Assistant City Manager.

National Night Out will be held Tuesday, August 5th on 21st Street in front of Greene Acres Park. As part of this, the Clovis Police Department would like to invite vendors to attend, but the \$100 vendor fee can be a deterrent since the event is only 3 hours. In the past this particular event had one vendor attend and the officers pitched in to pay the fee.

It has been suggested to charge vendors \$50 for any event that is 3 hours or less and continue to charge \$100 for any event over 3 hours. The vendor fee was a recommendation from the Revenue Review Committee that was approved by the City Commission. Therefore, any recommendation from this board will go before the City Commission for final action. Ms. Stacey advised historically they have struggled to receive food vendors or businesses that have wanted to pay the \$100 vendor fee. She is requesting the fee be waived or reduced. Chief Thron advised National Night Out only lasts a few hours so it is hard for vendors to break even on the fee. The department has pulled their own money and paid the fee for one of the vendors a few years ago.

Commissioner Casaus advised this was going to open a can of worms for their other events. She advised they have been approached by other events to have the fee waived and they haven't in the past. Ms. Burroughes advised the suggestion for all events would be \$50 for events 3 hours or less and any over 3 hours would be \$100. The request did not mention a waiver only a reduction in fees. Commissioner Palla asked if they have many events that are 3 hours or less. Mr. Hooper suggested events 4 hours or less be charged \$50 and events more than 4 would pay the \$100. There are a couple of events that are around 4 hours.

Commissioner Palla asked if they came up with the fee because that was the cost to clean up. Commissioner Jones agreed they wouldn't get their money back in 3 hours. He agreed with Mr. Hooper that a half day would be a good idea and should be event driven and not vendor driven.

Commissioner Casaus made a motion to charge \$50 for a 4 hour event and anything more than 4 hours would charge \$100; Mr. Frazee seconded the motion, which passed by acclamation.

RESULT: ADOPTED [UNANIMOUS]

MOVER: *Helen Casaus*

SECONDER: *Philip Frazee*

AYES: *Megan Palla, Helen Casaus, George Jones, Sabra Smith, Philip Frazee, Bryan Davis, Todd Kuykendall*

NAYS: *None*

ABSENT: *Jamaal Williams, Gene Porter, Kim Tipton*

Fiscal Impact: None.

Requestor's Suggested Alternative(s): N/A

Requestor's Recommendation(s):