

City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 5

Resolution # 11-197

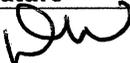
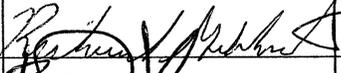
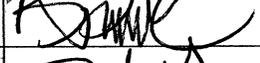
Council District: 1

For Meeting of March 21, 2011

(Adoption Date)

TITLE: A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAS CRUCES AND THE DOWNTOWN LAS CRUCES PARTNERSHIP (DLCP) FOR PLANNING AND DEVELOPMENT SERVICES RELATED TO DOWNTOWN REVITALIZATION IN THE AMOUNT OF \$50,000 WHICH INCLUDES GROSS RECEIPTS TAX FOR A PERIOD OF TWO YEARS.

PURPOSE(S) OF ACTION: To continue the planning and development partnership between the City and the Downtown Las Cruces Partnership.

| | | | | | |
|--|---|--|------------------------|--|--------------|
| Drafter and Staff Contact: William Sletton  | | Department: Community Development | | Phone: 528-3163 | |
| Department | Signature | Phone | Department | Signature | Phone |
| Department Director |  | 528-3067 | Budget |  | 541-2281 |
| | | | Assistant City Manager |  | 541-2271 |
| Legal |  | 541-2128 | City Manager |  | 541-2076 |

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS: The City of Las Cruces has worked with the Downtown Las Cruces Partnership (DLCP) on key revitalization strategies for downtown since 1999. DLCP and the City have been members of the New Mexico MainStreet program for more than ten years, and this association has yielded significant benefits in both technical and financial support. Following the MainStreet four-point approach to revitalization, DLCP has generated a high level of public participation to plan and implement the revitalization of downtown. DLCP was instrumental in the City receiving State grant money for planning, design and construction of Main Street Phase One. They have also successfully sought funding for La Placita and Main Street Phase 2. They led the effort to acquire the Camunez Building and lobbied on behalf of the Las Cruces Downtown Tax Increment for Development District. Technical assistance has included downtown economic analysis, business-building consultations with Main Street proprietors, and design assistance to property owners.

DLCP has played a significant and strategic role in attracting visitors to downtown, not the least of which is creating Salsa Fest to be held this year on August 29th as the kick-off for all New Mexico Statehood celebrations. As the vision for Main Street Downtown is realized, the City depends on DLCP to actively promote downtown Las Cruces to new businesses and support existing ones. Their monthly breakfast meetings are a valuable source of information that keeps the downtown business community up to date.

If approved, this contract would take effect on July 1, 2011 and expire on June 30, 2013. Funding for this service is included in the proposed FY11/12 budget. The agreement could be extended through June 30, 2015 subject to annual City Council adoption of funding.

SUPPORT INFORMATION:

1. Resolution
2. Exhibit "A" - Agreement for Planning and Development Services

SOURCE OF FUNDING:

| | | | |
|---|-----------------------------------|--|---|
| Is this action already budgeted? N/A, future budgets subject to Council approval & appropriation | Yes | <input type="checkbox"/> | See fund summary below |
| | No | <input type="checkbox"/> | If No, then check one below: |
| | <i>Budget Adjustment Attached</i> | <input type="checkbox"/> | Expense reallocated from: _____ |
| | <input type="checkbox"/> | <input type="checkbox"/> | Proposed funding is from a new revenue source (i.e. grant; see details below) |
| <input type="checkbox"/> | <input type="checkbox"/> | Proposed funding is from fund balance in the _____ Fund. | |
| Does this action create any revenue? | Yes | <input type="checkbox"/> | Funds will be deposited into this fund: |
| | No | <input checked="" type="checkbox"/> | There is no new revenue generated by this action. |
| | | | |

FUND EXPENDITURE SUMMARY:

| Fund Name(s) | Account Number(s) | Expenditure Proposed | Available Budgeted Funds in Current FY | Remaining Funds | Purpose for Remaining Funds |
|---------------------|-------------------|----------------------|--|-----------------|-----------------------------|
| General Fund N/A | N/A | N/A | N/A | N/A | N/A |

OPTIONS / ALTERNATIVES:

1. Vote YES. The Las Cruces Downtown Partnership will continue to provide the City of Las Cruces with planning and development services.
2. Vote NO. The City of Las Cruces would no longer be a New Mexico MainStreet community.
3. Modify the terms of the Resolution and/or the Agreement as desired and then vote on the Resolution
4. Table/Postpone the Resolution and direct staff accordingly.

REFERENCE INFORMATION

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

1. Resolution 08-298, authorizing existing agreement

RESOLUTION NO. 11-197

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAS CRUCES AND THE DOWNTOWN LAS CRUCES PARTNERSHIP (DLCP) FOR PLANNING AND DEVELOPMENT SERVICES RELATED TO DOWNTOWN REVITALIZATION IN THE AMOUNT OF \$50,000 WHICH INCLUDES GROSS RECEIPTS TAX FOR A PERIOD OF TWO YEARS.

The City Council is informed that:

WHEREAS, the revitalization of downtown is a priority of the City Council of the City of Las Cruces; and

WHEREAS, the Las Cruces Downtown Partnership (DLCP) is a 501(c)(3) non-profit corporation organized to promote the planning, design and implementation of the revitalization of downtown; and

WHEREAS, the City Council on January 20, 2004 approved a long-term plan establishing specific design, policy, and economic strategies for downtown revitalization; and

WHEREAS, the continued implementation of this Plan benefits from the close coordination between the City and DLCP.

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

(I)

THAT the Memorandum of Understanding (MOU) between the City of Las Cruces and DLCP as shown in Exhibit "A", attached hereto and made part of this Resolution, is hereby approved.

(II)

THAT the City Manager is hereby authorized to sign the MOU with DLCP on the City's behalf.

(III)

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

DONE AND APPROVED this _____ day of _____ 2011.

APPROVED:

(SEAL)

Mayor

ATTEST:

City Clerk

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:



City Attorney

VOTE:

- Mayor Miyagishima: _____
- Councillor Silva: _____
- Councillor Connor: _____
- Councillor Pedroza: _____
- Councillor Small: _____
- Councillor Sorg: _____
- Councillor Thomas: _____

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING
FOR PLANNING AND DEVELOPMENT SERVICES
BETWEEN
CITY OF LAS CRUCES
AND
DOWNTOWN LAS CRUCES PARTNERSHIP

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into on this ____ day of _____, 2011, between the City of Las Cruces ("City"), a New Mexico municipal corporation, and Downtown Las Cruces Partnership ("DLCP"), a New Mexico non-profit corporation.

RECITALS

Whereas, the revitalization of downtown is a priority of the City Council of the City of Las Cruces, and

Whereas, Downtown Las Cruces Partnership is a 501(c)(3) corporation formed to engage in planning and development efforts to revitalize downtown, and

Whereas, the City Council on January 20, 2004 approved a long term plan establishing specific design, policy, and economic strategies for downtown revitalization, and

Whereas, the continued implementation of this plan benefits from close coordination between the City and Downtown Las Cruces Partnership.

Now, Therefore, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree to work towards the goals listed within:

1. Goals – City of Las Cruces

- Foster and support a dynamic local economy with increasingly abundant and rewarding employment and investment opportunities in Las Cruces and downtown.
- Support the vision, principles and values of comprehensive commercial district revitalization through the Four Point MainStreet Approach, the New Mexico MainStreet Program, and the Main Street Downtown Project.
- Provide staff specifically charged with the revitalization efforts of Main Street Downtown, and who work in close collaboration with DLCP.
- Implement the Downtown Revitalization Plan as adopted by the City Council on August 5, 2005.
- Pursue funding of various forms for the further implementation of the Downtown Revitalization Plan.

2. Goals – Downtown Las Cruces Partnership**ORGANIZATION/GOVERNANCE**

- Maintain accreditation with state and national MainStreet programs by utilizing the Four Point MainStreet Approach to revitalization, attending NMMS meetings and trainings, and submitting reports to NMMS as required.
- Restructure and expand MainStreet committees to operate more effectively and efficiently; include the addition of Development/Finance as a standing committee to explore and pursue more diverse funding options and better maintain complete and accurate financial records.
- Expand official role as representative of downtown businesses by outreach to community, contacting and inviting new board members to increase diversity of the board.
- Advocate for downtown revitalization at the local, state and Federal level.
- Collaborate with City and Dona Ana Arts Council to designate a downtown Arts and Cultural District

DESIGN

- Provide assistance with urban design in accordance with Downtown Revitalization Plan
- Provide Façade Squad design and implementation.

ECONOMIC DEVELOPMENT

- Produce a marketing packet for potential business owners.
- Maintain DLCP website.
- Ongoing inclusion of new and existing business and property owners to monthly breakfast.
- Assist businesses and property owners in locating investors and coordinate downtown development with City.
- Assist in developing incentives for business and property owners.
- Continued commitment to planning process for Camuñez Building project in partnership with DACC and City.
- Provide a building and property inventory.
- Collaborate with City to develop a FAQ list to clarifying the process for developing downtown property.
- Develop and maintain relationship with the Farmers & Crafts Market.

PROMOTIONS

- Provide events throughout the year to bring people downtown and highlight progress being made in revitalization.
- Provide support for events and activities put on by other organizations on Main Street.

Term and Renewal

The term of this MOU shall be two (2) years commencing on July 1, 2011. The parties may renew this MOU for unlimited two (2) year terms (“Extended Term”), upon the same terms and conditions herein provided or as mutually agreed otherwise. DLCP must notify the City in writing no later than six (6) months prior to the termination of the then current term of its desire to extend this MOU. If DLCP does not notify the City within said time period, the City may terminate the MOU at the end of the then current term. The right to extend the term shall be

solely at the discretion of the City after the City has evaluated DLCP's performance during the then current term.

Compensation and Method of Payment

The City agrees to pay DLCP a sum of \$50,000 including Gross Receipts Tax per year for services rendered in the implementation of the goals listed above. DLCP will submit to the City an invoice on a monthly basis with an attached report detailing work done in the previous month. The City will pay DLCP upon submittal of appropriate invoices. Invoices shall be submitted to the office of the Downtown Development Coordinator at the City Hall.

Term

The term of this MOU is for two years with renewal options subject to review and approval by the City Council.

Establishment and Maintenance of Records

DLCP shall maintain complete and accurate records and accounts of all obligations and expenditures under this agreement. Additionally, all records and accounts shall be maintained in accordance with applicable law and requirements prescribed by the State of New Mexico.

Audits and Inspections

At any time during normal business hours, DLCP shall permit and have readily available for examination and auditing by the City or any other auditor authorized by law any and all records, documents, accounts, invoices, receipts or expenditures relating to this Agreement.

Personnel

DLCP represents that it has, or will secure at its own expense, except for the reimbursement provided above, all personnel required in performing operation under this agreement. Such personnel shall not be employees of, nor have any contractual relationship with the City.

Liability

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq.*, NMSA 1978, as amended.

Discrimination Prohibited

In performing the operation hereunder, all parties shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap, or disability as defined in the Americans with Disabilities Act of 1990, as now enacted or hereafter amended.

ADA Compliance

In performing the operation hereunder, all parties agree to meet all the requirements of the Americans with Disabilities Act of 1990, and all applicable rules and regulations, which are imposed on the parties.

Compliance With Laws

In performing the operation hereunder, all parties shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments.

Changes

Any changes including any increase or decrease in the amount of compensation under this agreement which are mutually agreed upon by and between DLCP and the City shall be incorporated in written amendments to the agreement.

Assignability

No party shall assign any interest in the Agreement (whether by assignment or novation), without the prior written consent of all parties thereto.

Termination of Agreement

Any party to this agreement may terminate the agreement at any time by giving at least thirty (30) days notice to the other party.

Construction and Severability

If any part of this agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this agreement so long as the remainder of the agreement is reasonably capable of completion.

Entire Agreement

This agreement contains the entire agreement of the parties and supersedes any and all other agreements or understanding, oral or written, whether previous to the execution hereof or contemporaneous herewith.

Applicable Laws

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico.

Notice

Whenever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when deposited in the United States mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses set forth below. Notice shall be deemed to be received on the fifth day following mailing.

City Manager
City of Las Cruces
PO Box 20000
Las Cruces, NM 88004
(Copy to City Attorney)

President
Downtown Las Cruces Partnership
138 S. Water Street
Las Cruces, NM 88001 (mail address)

IN WITNESS WHEREOF, the City and DLCP have executed this MOU in duplicate on the date first written above.

CITY OF LAS CRUCES

By: _____ Date: _____
Robert Garza
City Manager

DOWNTOWN LAS CRUCES PARTNERSHIP

By: _____ Date: _____
Emma Johnson-Ortiz
President

APPROVED AS TO FORM:

_____ Date: _____
Harry Connelly
Interim City Attorney

