

City of Las Cruces[®]

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 12 Ordinance/Resolution# 13-086

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of December 17, 2012
(Adoption Date)

Please check box that applies to this item:

QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION TO ACCEPT A JOINT GRANT AWARDED TO THE CITY OF LAS CRUCES IN PARTNERSHIP WITH THE DOWNTOWN LAS CRUCES PARTNERSHIP (DLCP) FROM THE NEW MEXICO MAINSTREET (NMMS) PROGRAM IN THE AMOUNT OF \$100,000.00 WITH A TEN PERCENT (10%) MATCH REQUIREMENT FOR ASSESSMENTS AND RENOVATIONS TO THE CITY-OWNED BUILDING AT 201 N. MAIN STREET BUILDING, TO AUTHORIZE THE CITY MANAGER'S SIGNATURE ON THE GRANT AGREEMENT, TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE DLCP RELATED TO RESPECTIVE RESPONSIBILITIES UNDER THE GRANT, AND TO ADJUST THE FY 2013 BUDGET.

PURPOSE(S) OF ACTION:

To accept grant, authorize City Manager's signature on agreement, authorize City Manager to negotiate and execute an MOA, and adjust budget.

COUNCIL DISTRICT: ALL		
<u>Drafter/Staff Contact:</u> Elizabeth Vega	<u>Department/Section:</u> Finance/Grants	<u>Phone:</u> 575-541-2717
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The New Mexico MainStreet Program (NMMS), a division of the New Mexico Economic Development Department, has awarded the Downtown Las Cruces Partnership (DLCP) in collaboration with the City of Las Cruces, a grant for \$100,000.00. This award will be used to assess and renovate the city-owned building located at 201 N. Main Street, formerly known as the Camuñez building. The award includes funding for assessments of the HVAC, plumbing, electrical systems as well as an environmental assessment and a sustainability and energy use study. Remediation to the building that is necessary as a result of the assessments is also included as an allowable expense under the grant agreement.

There is a ten percent (10%) match requirement for this award; at least half of the match must be cash. Prior to submitting the application, DLCP agreed to contribute any match required. Specifics to the match and the project will be outlined in a Memorandum of Agreement (MOA) between the City of Las Cruces and the DLCP which will be negotiated and executed prior to the commencement of the project.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", NMMS Agreement.
3. Exhibit "B", Budget Adjustment.

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input type="checkbox"/>	See fund summary below
	No	<input checked="" type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____
		<input checked="" type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.
Does this action create any revenue?	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: <u>2715 Downtown Revitalization Fund</u> in the amount of <u>\$100,000.00</u> for FY <u>2013</u> .
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

Grant funds will be deposited into Fund #2715 (Downtown Revitalization) under project #61T02 to be used by the City of Las Cruces, in conjunction with the DLCP, to pay for expenses related to assessing and renovating the building at 201 N. Main Street. The cash match of \$7,500.00 will be provided by DLCP and transferred into a revenue account set up specifically for this project. It will then be spent through the account listed below designated as the match account. The in-kind match of \$2,500.00 will be met through staff time from DLCP. DLCP will be assisted in tracking the in-kind match using Time & Effort logs provided by the Grants & Contracts Administration; this practice will ensure federal and state regulations concerning match requirements are met.

(Continue on additional sheets as required)

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Downtown Revitalization Fund	27184070-722190-61T02	\$100,000.00	\$100,000.00*	\$0.00	N/A
General Fund (match)	10184030-722190-61T02	\$7,750.00	\$7,750.00*	\$0.00	N/A

* pending adjustment

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will accept the grant funds from the New Mexico MainStreet program in the amount of \$100,000.00.
2. Vote "No"; this is not an option since the funds are necessary for the City of Las Cruces and the Downtown Las Cruces Partnership to assess and renovate the building at 201 N. Main Street.
3. Vote to "Amend"; this is not an option as the grant agreement has been agreed upon in its current form by all parties.
4. Vote to "Table"; this not an option, as grant funds need to be accepted in order to be spent before agreement deadlines.

REFERENCE INFORMATION:

1. Resolution 12-146

(Continue on additional sheets as required)

RESOLUTION NO. 13-086

A RESOLUTION TO ACCEPT A JOINT GRANT AWARDED TO THE CITY OF LAS CRUCES IN PARTNERSHIP WITH THE DOWNTOWN LAS CRUCES PARTNERSHIP (DLCP) FROM THE NEW MEXICO MAINSTREET (NMMS) PROGRAM IN THE AMOUNT OF \$100,000.00 WITH A TEN PERCENT (10%) MATCH REQUIREMENT FOR ASSESSMENTS AND RENOVATIONS TO THE CITY-OWNED BUILDING AT 201 N. MAIN STREET BUILDING, TO AUTHORIZE THE CITY MANAGER'S SIGNATURE ON THE GRANT AGREEMENT, TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE DLCP RELATED TO RESPECTIVE RESPONSIBILITIES UNDER THE GRANT, AND TO ADJUST THE FY 2013 BUDGET.

The City Council is informed that:

WHEREAS, the New Mexico MainStreet Program (NMMS), a division of the New Mexico Economic Development Department, allowed NMMS-affiliated entities such as the Downtown Las Cruces Partnership (DLCP) to apply for downtown improvement grants; and

WHEREAS, the DLCP in collaboration with the City of Las Cruces, were successful in their downtown improvement grant request as reflected in Exhibit "A"; and

WHEREAS, the NMMS grant will be used for assessments and renovations for the city-owned building at 201 N. Main Street formerly known as the Camuñez building; and

WHEREAS, the ten percent (10%) or \$10,000.00 match requirement for these funds will be met by the DLCP through cash and staff time devoted to the project.

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

(I)

THAT the City of Las Cruces, in partnership with DLCP, is authorized to accept a grant award in the amount of \$100,000.00 with a \$10,000.00 match requirement, as shown in Exhibit "A" attached hereto and made part of this resolution.

(II)

THAT the City Manager is authorized to sign the grant agreement on the City's behalf.

(III)

THAT the City Manager is authorized to negotiate and execute a Memorandum of Agreement (MOA) between the City of Las Cruces and the DLCP related to respective responsibilities under the grant agreement.

(IV)

THAT the FY 2013 Adopted Budget is hereby adjusted as reflected in Exhibit "B" attached hereto and made a part of this resolution.

(V)

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

DONE AND APPROVED this ____ day of _____, 2012.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

VOTE:

Mayor Miyagishima:	_____
Councillor Silva:	_____
Councillor Smith:	_____
Councillor Pedroza:	_____
Councillor Small:	_____
Councillor Sorg:	_____
Councillor Thomas:	_____

Moved by _____

Seconded by _____

APPROVED AS TO FORM:



City Attorney

Grant No.

STATE OF NEW MEXICO
ECONOMIC DEVELOPMENT DEPARTMENT
GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into between the State of New Mexico Economic Development Department, hereinafter referred to as the "DEPARTMENT," acting through Jon Barela, its Cabinet Secretary, hereinafter referred to as the "SECRETARY" and the City of Las Cruces partnering with the Downtown Las Cruces Partnership hereinafter referred to as the "GRANTEE."

WHEREAS, Laws 2011 (1st S.S.), Chapter 5, Section 8 provides:

ECONOMIC DEVELOPMENT DEPARTMENT PROJECT- SEVERANCE
TAX BONDS-

"Pursuant to the provisions of Section 1 of this act, upon certification by the economic development department that the need exists for the issuance of the bonds, one million dollars (\$1,000,000) is appropriated to the economic development department for mainstreet infrastructure and renovation projects statewide;" and

WHEREAS, the Grantee and its partner on this grant, the City of Las Cruces and the Downtown Las Cruces Partnership, declare they are financially and operationally ready to implement the project, **Phase I of the building rehabilitation at 201 North Main Street in Las Cruces**, for which this grant is intended; and

WHEREAS, these funds assist state designated MainStreet New Mexico communities and state authorized Arts and Cultural Districts in their efforts to create, revitalize and redevelop historic and traditional town centers, the assistance provided by this grant will result in leveraging private sector reinvestment into the buildings and businesses of "Main Street" resulting in a healthier local economy and quality of life, and long term, sustained success that will improve the community's and the State of New Mexico's overall economic vitality. Thereafter, the DEPARTMENT has allocated **\$100,000 (one hundred thousand dollars)** of this appropriation be awarded to the Grantee.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I – SCOPE OF WORK

- A. The GRANTEE shall provide all the necessary qualified personnel, materials, and facilities to implement the activities described herein. The GRANTEE agrees to make no change in the Project Description herein described without first submitting a written request to the DEPARTMENT and obtaining the DEPARTMENT'S written approval of the proposed change.
- B. The GRANTEE agrees that it will implement, in all respects, the activities outlined in the Grantee's proposal as approved and awarded by the DEPARTMENT, attached hereto as Exhibit A and made a part of this Agreement.

- C. The GRANTEE agrees that funds distributed under this Agreement shall not be used for purposes other than those specified in the Exhibit A. Any funds found to be expended for other purposes shall be repaid to the DEPARTMENT.
- D. The GRANTEE, because of federal and state regulations involving funds from either source, will ensure that all contracts with a third party to utilize these funds include the following wording: "The contractor is responsible for working with the state's Historic Preservation Division of the Department of Cultural Affairs from the beginning of the project, to ensure all design, planning, permitting, licensing and construction conform to appropriate, corresponding state and federal statutes guiding historic and cultural properties and state and nationally registered historic districts." Failure to include such wording in the third party contract shall result in a revocation of the award.
- E. The GRANTEE will ensure that all contracts with a third party that involve streetscape pedestrian safety, amenities and enhancements and other rehabilitation and construction improvements to streets and sidewalks where the New Mexico Department of Transportation has jurisdiction, shall include the following wording: "The contractor is responsible for working with the state of New Mexico's Department of Transportation from the beginning of the project to ensure all design, engineering, planning, permitting, licensing and construction conform to federal 'Context Sensitive Design Solutions' and appropriate, corresponding state and federal statutes and policy." Failure to include such wording in the third party contract shall result in a revocation of the award.
- F. The GRANTEE will ensure that the abatement and/or remediation of asbestos adhere to all federal and state laws and regulations regarding the remediation, handling, transportation, and disposal of asbestos. The GRANTEE is solely responsible for ensuring that all remediation, handling, transportation, and disposal of asbestos is performed only by persons properly trained to do so, as specified by the New Mexico Environment Department, Air Quality Bureau. All contractors who remove asbestos materials must be licensed by the New Mexico Construction Industries Division. The GRANTEE will ensure that the following wording is included in all third party contracts involving the remediation of asbestos: "The contractor is responsible for adherence to the National Emission Standards for Hazardous Air Pollutants (NESHAP) (40 CFR Part 61.140-156) guidelines for asbestos abatement, as adopted by the New Mexico Environmental Improvement Board (20.2.78 NMAC). The contractor is solely responsible for ensuring that asbestos is only disposed of at a facility permitted to accept asbestos for disposal. The contractor waives all past, present, and future claims against the State of New Mexico and all of its departments, divisions, agencies, subdivisions, officials, employees, and agents, whether known or unknown, regarding asbestos in the building. The contractor agrees that it will not, at any time in the future, bring any claim, suit, or cause of action against the State of New Mexico or any of its departments, divisions, agencies, subdivisions, officials, employees, and agents, whether known or unknown, arising out of or in any way related to asbestos in the building. In no event shall the State of New Mexico or any of its departments, divisions, agencies, other subdivisions, officials, employees, or agents be liable for

any direct, indirect, special, or consequential damages whatsoever, including but not limited to damages for injuries resulting directly or indirectly from any known or latent premise defects, conditions, hazardous conditions, or environmentally hazardous substances or conditions, including but not limited to exposure to asbestos.” Failure to include such wording in the third party contract shall result in a revocation of the award.

- G. The GRANTEE will ensure that all contracts with a third party that involve the remediation of mold contain the following wording: “If mold remediation is required, the contractor is responsible for adhering to the Environmental Protection Agency’s (EPA’s) guidelines for ‘Mold Remediation in Schools and Commercial Buildings’ (http://www.epa.gov/mold/mold_remediation.html) and all appropriate, corresponding state and federal policy and statutes.” Failure to include such wording in the third party contract shall result in a revocation of the award.
- H. In the ranking of applications in response to a local RFP based on these awarded funds, the GRANTEE shall ensure that in the review and ranking of response applications to the RFP a 5% bonus of points based on the total points available is awarded to each applicant for being a “resident contractor” as defined by the New Mexico Procurement Code, NMSA 1978, § 13-1-22 (2012).
- I. The local MainStreet Project or Arts and Cultural District Steering Committee is a joint applicant in this awarded funds and all effort shall be made by the municipality to include the local MainStreet’s leadership and staff in the implementation of this contract.

ARTICLE II- LENGTH OF AGREEMENT

- A. This Agreement shall not become effective until accepted and agreed by the DEPARTMENT and the GRANTEE. The GRANTEE shall not expend any funds until this Agreement is fully executed by the DEPARTMENT. This Agreement shall terminate on or **November 15, 2014**.
- B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II, the GRANTEE shall notify the DEPARTMENT in writing at least sixty (60) days prior to the termination date of this Agreement, in order that the GRANTEE and the DEPARTMENT may review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement to provide additional time for completion of the same.

ARTICLE III – PROJECT DELIVERABLES

- A. Progress Reports: In order that the DEPARTMENT may adequately evaluate the progress of the Grant Agreement, the GRANTEE shall be required to provide a report to the DEPARTMENT every May 30 and November 30. The report shall

contain a description of accomplishments to date, the methods and procedures used, a statement of the impact of the project, a detailed budget breakdown of expenditures to date, a description of any problems or delays encountered, and such other information as may be of assistance to the DEPARTMENT in its evaluation.

ARTICLE IV – CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the GRANTEE'S satisfactory completion of all work and compliance with all other Agreement requirements herein stated, the DEPARTMENT shall pay to the GRANTEE a sum not to exceed **\$100,000 (one hundred thousand dollars) for the total project**. The GRANTEE shall be responsible for payment of all New Mexico Gross Receipts Taxes and can not bill the DEPARTMENT for these taxes.

The funds are to be expended in accordance with the budget breakdown as specified on the attached Exhibit A and made a part hereof. It is understood and agreed that the GRANTEE'S expenditure of these monies shall not deviate from the line items of said budget without the prior written approval of the DEPARTMENT.

Reimbursement for work completed must be invoiced to the DEPARTMENT by completing a Payment Request Form, attached as Exhibit B and made a part hereof, along with proof of expenditures including notarized certification from an authorized signature that the expenditures are valid or actual receipts, dated invoices and cancelled checks. The following documentation shall be provided by the GRANTEE to the DEPARTMENT to support each Payment Request.

1. One Payment Request Form, attached as Exhibit B.
2. Proof of Payment – this requires a notarized certification from an authorized signature that expenditures are valid or actual receipts; dated invoices and receipts; and copies of both sides of cancelled checks. See Exhibit B.
3. One Grantee Match Detail Form, attached as Exhibit C and made a part hereof.
4. For the Final Payment Request only, a Final Report must be included with the Payment Request, attached as Exhibit D and made a part hereof.

Payment Requests must be submitted to the DEPARTMENT by the 15th of each month for expenses that have cleared the GRANTEE'S financial institution during the previous month.

Payment Requests must be received at the DEPARTMENT no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. **Payment Requests received after such date WILL NOT BE PAID.**

- B. All expenditures shall be included in the GRANTEE'S annual audit for each fiscal year in which funds are expended. Such audit may include an on-site visit by the DEPARTMENT to survey progress on the awarded project. The DEPARTMENT retains the right to recover funds from the GRANTEE for any disallowed costs based on the results of any interim or the final audit.

- C. It is understood and agreed that should any portion of the funds approved or paid hereunder by the DEPARTMENT to the GRANTEE for the purpose designated herein remain unexpended after all conditions of this Agreement have been satisfied, and said unexpended funds shall revert to the DEPARTMENT for disposition.

ARTICLE V – SUSPENSION, TERMINATION AND MODIFICATION

- A. The DEPARTMENT, by written notice to the GRANTEE, shall have the right to suspend or to terminate this Grant Agreement if, at any time, in the judgment of the DEPARTMENT, the terms of this Agreement have been violated or the activities described in the project description do not progress satisfactorily. In this regard, the DEPARTMENT may demand repayment of all or part of the funds disbursed to the GRANTEE.
- B. This Agreement shall not be altered, changed, or amended, except by instrument in writing executed by the parties hereto and approved by the DEPARTMENT.
- C. The funds from this grant may only be used for the purposes awarded in the competitive RFP application process.

ARTICLE VI – CERTIFICATION

The GRANTEE hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of state funds. Also, the GRANTEE gives assurances and certifies with respect to this Grant Agreement that:

- A. It possesses legal authority to accept funds and execute this Grant Agreement;
- B. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the GRANTEE to administer this Agreement, along with all understandings and assurances contained therein;
- C. It will, to the maximum extent feasible, contract and subcontract with eligible small, minority and women's business enterprises and utilize eligible businesses which are owned by persons located in the unit of local government in which the project is administered;
- D. Its chief executive officer or other officer of the GRANTEE is authorized and consents on behalf of the GRANTEE to accept the jurisdiction of the State courts for the purpose of enforcement of responsibilities as such an official.
- E. This Grant Agreement will be conducted and administered in conformity with the regulations, policies and uniform administrative requirements and standards of OMB Circular Nos. A-102 and attachments; A-87, "Principals of Determining Costs Applicable to Grants and Contracts with State, Local Governments"; A-133 "Audits of State and Local Governments", and with the "Uniform Administration Requirements for Grants and Cooperative Agreements to State and Local

Governments” as may apply under 24 CFR Part 85 to the acceptance and use of this state assisted program.

- F. This Grant Agreement will be conducted and administered in conformity with the regulations and policies of the State Procurement Code.
- G. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Agreement, during his/her tenure or for one year thereafter, shall have any interest, direct, or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- H. The GRANTEE will ensure that all contracts with a third party to utilize these funds include the following wording: “The contractor is responsible for working with the state’s Department of Transportation and the Historic Preservation Division of the Department of Cultural Affairs to ensure all design, engineering, planning, permitting, licensing and construction conform to appropriate, corresponding state and federal statutes guiding historic and cultural properties, state and nationally registered historic districts and regulatory and statutory policy established by the federal and state Department’s of Transportation.”
- I. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
- J. It will give an authorized representative of the DEPARTMENT access to and the right to examine all records, books, papers, or documents related to this Grant Agreement. All records connected with this Agreement will be maintained in a central location by the unit of local government and will be maintained for a period of six (6) years from the official date of close-out of this Agreement.
- K. The GRANTEE certifies, to the best of its knowledge and belief, no State or any other funds have been paid or will be paid, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any State grant, contract, loan or cooperative agreement; and, that the GRANTEE shall require certifying language prohibiting lobbying to be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that such subrecipients shall so certify and disclose accordingly.
- L. It will comply with all other applicable Federal and State laws, regulations, requirements and policies.
- M. It will finance its share (if any) of the costs of the project, including all project overruns.

ARTICLE VII – COPYRIGHT AND PATENTS

No report, maps, or other documents provided, in whole or in part, under this Agreement, shall be the subject of an application for copyright or patented by or on behalf of the “GRANTEE.”

ARTICLE VIII – RETENTION OF RECORDS

The GRANTEE shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the DEPARTMENT shall prescribe. Such records shall be preserved for a period of not less than six (6) years following project close-out.

ARTICLE IX – SPECIAL TERMS AND CONDITIONS

- A. The GRANTEE hereby designates the person listed below as the official GRANTEE Representative responsible for overall supervision of and reporting for the approved project.

Name: David Dollahon

Title: Chief Planning Administrator

Name of Organization: City of Las Cruces

Mailing Address: P.O. Box 20000, Las Cruces, NM 88004

Telephone: (575) 528-3060

Email: ddollahon@las-cruces.org

Fax: (575) 528-3101

ARTICLE X – OTHER SPECIAL TERMS AND CONDITIONS

- A. Funds must be used for that which they were allocated. Unused funds shall revert to the DEPARTMENT.
- B. The GRANTEE agrees to provide matching funds consisting of cash and/or in-kind services equivalent to one dollar (\$1.00) in match for every ten dollars (\$10.00).
1. At least 50% of the GRANTEE match must be in the form of cash from any federal, or private funding source. The remainder of the match may be in the form of an in-kind contribution by the GRANTEE or any partner of the City in the project.
 2. An in-kind contribution is any item of cost that is necessary for the completion of the work and that has a verifiable and accountable economic value. Some

examples of eligible in-kind contributions include the following:

- a. MainStreet Executive Director's time dedicated to coordinating project activities;
 - b. value of the time and cost associated with the City assigning a town planner or designer to project activities;
 - c. items of cost borne by the City or one of the City's partners involved in the project;
 - d. the cost of publicizing notices of meetings and events.
- C. Additional expenditures, outside of the budget required by Article IV, Subsection A, must be approved by the DEPARTMENT in writing.
- D. The GRANTEE shall meet the standards below:
1. Lighting must meet the "Dark Skies" law's goals and standards that are spelled out in the NM Heritage Preservation Alliance's "Consumer Guide to Night Sky Friendly Lighting."
 2. Landscaping must conform to drought-tolerant planting standards that are spelled out in the Office of the State Engineer's "A Water Conservation Guide for Commercial, Institutional and Industrial Users."
 3. Streetscape work shall conform to federal "Context Sensitive Design solutions."
 4. Early review of the project by the Historic Preservation Division to ensure the project meets all federal and state historic preservation guidelines.
- E. Ineligible activities include:
1. Administrative costs –Funds cannot be used to pay for administrative costs, although the match may include such costs;
 2. Planning design and construction activities not related to a specific physical improvement project within the MainStreet District boundary or the Arts and Cultural District boundary;
 3. Parking lots the only purpose of which is to park cars, and parking structures
 4. Demolition of historic or cultural properties which removal, alteration or adaptive reuse would be deemed to be of significant negative impact by the Historic Preservation Division of the Department of Cultural Affairs or if such historic or cultural property is listed on the State and or National Registries of Historic and Cultural Properties;
 5. Cash Transfers – Contract or distribution funds will not be transferred by the awardee to any other fund in the fiscal agent's budget. Funds must be accounted for by a separate MainStreet Project Fund established for this contract;
 6. Planning activities (other than planning activities shown in Section I.C above) that are not related to a specific physical improvement project;
 7. Marketing and promotion.
- F. All capital items purchased through this Agreement shall be owned by the GRANTEE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

ACCEPTED AND AGREED:
NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

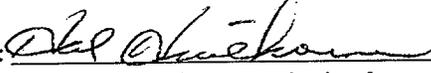
By: _____ DATE: _____
DEPARTMENT Cabinet Secretary / Designee

ACCEPTED AND AGREED:
City of Las Cruces partnering with the Las Cruces Downtown Partnership

By: _____ DATE: _____
Insert name of person signing here: _____
TITLE: _____

By: _____ DATE: _____
Insert name of person signing here: _____
TITLE: _____

ACCEPTED AND AGREED:
MAINSTREET BOARD PRESIDENT'S SIGNATURE

By:  DATE: 10/30/06
Insert name of person signing here:

DEPARTMENT OF TAXATION AND REVENUE
The GRANTEE is exempt from payment of New Mexico Gross Receipts Taxes.
CRS # 01-406383-00-2,

BY: _____ DATE: _____

ACCEPTED AND AGREED:
ECONOMIC DEVELOPMENT DEPARTMENT
LEGAL COUNSEL- Certifying legal sufficiency

BY: _____ DATE: _____

EXHIBIT "A"

PROJECT DESCRIPTION

Name of Grantee: City of Las Cruces in partnership with the Las Cruces Downtown Partnership

Agreement No.:

Award Amount: \$100,000

Total Estimated Project Costs: \$112,750 (Project Budget attached)

For Phase I of the rehabilitation of the building at 201 North Main Street in Las Cruces, NM

PROJECT BUDGET

Name of Grantee: City of Las Cruces in partnership with the Las Cruces Downtown Partnership

For Phase I of the rehabilitation of the building at 201 North Main Street in Las Cruces, NM

	Match Funding	NMMS Funding	Total
Phase I: Building Evaluation			
Downtown Las Cruces Partnership - Salary	\$3,500	\$0	\$3,500
Downtown Las Cruces Partnership - Fringe	\$1,500	\$0	\$1,500
Structural Systems	\$0	\$5,000	\$5,000
HVAC & Plumbing	\$0	\$3,500	\$3,500
Environmental Assessment	\$0	\$4,200	\$4,200
Electrical Systems	\$0	\$2,500	\$2,500
Sustainability and Energy Use Study	\$0	\$7,000	\$7,000
Remediation	\$0	\$77,800	\$77,800
Gross Receipts Tax (7.625%)	\$7,750	\$0	\$7,750
TOTAL PHASE I COSTS	\$12,750	\$100,000	\$112,750

EXHIBIT "B"

New Mexico Economic Development Department (EDD)
New Mexico MainStreet Capital Outlay Grant FY2012

(EDD use only)
Request # _____



Payment Request Form (To Be Used for FY2012 Grants Only)

This form must be completed in its entirety. Any incomplete form or illegible form will not be processed.

Grant Number: _____

Reporting Period: _____

Title of Project: _____

Date of Request: _____

I. Grantee Information

- A. Grantee
B. Payee (entity that the check should be made out to)
C. Payee Mailing Address (must be official address on file with DFA)
D. Contact Person Regarding this Form
E. Telephone
F. Email

II. Payment Computation

- Check One: [] Partial Payment [] Final Payment (due by 11/1/14)
A. Total Grant Amount
B. Grant Funds Received to Date
C. Total Grantee Match to Date
D. Total Invoice Amount For This Payment Request
E. Total Invoice Amount Excluding Taxes (EDD will not reimburse for taxes paid by the Grantee.)
F. Total Amount Requested For This Payment
G. Grantee Match For This Payment
H. Grant Balance

III. Attachments

Attachments REQUIRED with submittal for reimbursement*: *(Must be submitted in this order)

- A. Proof of when services were entered into and completed or when purchases were made (dated invoice from contractor or consultant, dated receipt, etc.). All services and purchases must correspond with the detailed budget, Exhibit A of your executed Grant Agreement.
B. Proof of Payment (copies of both sides of cancelled checks).
C. Grantee Match Detail Form.
D. Final Report, if applicable. (Only attach if requesting Final Payment.)

IV. Certification

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts. Grantee's match in the form of cash expenditures and in-kind contributions are properly documented, and are valid expenditures or contributions or actual receipts.

Grantee Fiscal Officer, print name Date
/s/

Date:
SWORN TO AND SUBSCRIBED

before me on this day

of, 20

Notary Public

My Commission expires

Grantee Representative, print name Date
/s/

Date:
SWORN TO AND SUBSCRIBED

before me on this day

of, 20

Notary Public

My Commission expires

(EDD/NMMS Use Only)

Lisa Roach, Grant Monitor DATE

EXHIBIT "C"



New Mexico Economic Development Department (EDD)
New Mexico MainStreet Capital Outlay Grant FY2012

Grantee Match Detail Form (To Be Used for FY2012 Grants Only)

You are required to provide matching funds of one dollar (\$1.00) in match for every ten dollars (\$10.00), or 10% of your total grant award.

The Grantee's match may be in the form of cash or in-kind contributions by the Grantee or any of the Grantee's partners specifically identified on the Grant Agreement. *At least 50% of the Grantee's match must be cash.*

An in-kind contribution is any item of cost that is necessary for the completion of the work and that has a verifiable and accountable economic value. Some examples of eligible in-kind contributions include the following:

- MainStreet Executive Director's time dedicated to coordinating project activities;
- Value of the time and cost associated with a town assigning a town planner or designer to project activities;
- Items of cost borne by the City or one of the City's partners involved in the project;
- The cost of publicizing notices of meetings and events.

To Be Completed by the Grantee and Submitted with Each Payment Request Form

This form must be completed in its entirety. Any incomplete form or illegible form will not be processed.

I. Grantee Information

Grant Number _____ Reporting Period _____

Grantee _____

Title of Project _____

Total Grant Amount _____

Total Amount Requested For This Payment _____

II. Grantee Match

Grantee Match for this Payment (must equal at least 10% of Amount Requested for this Payment)

Breakdown of Grantee Match: Cash Match (specify dollar amount) _____

In-Kind Match (specify dollar amount) _____

Total _____

III. Explanation of Grantee Match

Provide Detailed Explanation of Grantee Match for this Payment.

Example:

Item #	Description	Dollar Amount
1	Cash, GRT paid to contractor	\$3,500
2	In-Kind, MainStreet Director's time; 30 hours at \$20.00/hour	\$600
Total Match by Grantee for this Payment		\$4,100

To be filled out by Grantee:

Item #	Description	Dollar Amount
1		
2		
3		
4		
Total Match by Grantee for this Payment		\$

EXHIBIT "D"



New Mexico Economic Development Department (EDD)
New Mexico MainStreet Capital Outlay Grant FY2012

Final Report (To Be Used for FY2012 Grants Only)

To be completed by Grant Supervisor (as identified in your executed Grant Agreement) and submitted with the Final Payment Request Form

This form must be completed in its entirety. Any incomplete form or illegible form will not be processed.

I. Grantee Information

Grant Number _____

Date of Final Report _____

Grantee _____

Title of Project _____

Total Grant Amount _____

II. Please provide a detailed report on the project referenced above. Include the following information:

- Description of accomplishments to date,
- Methods and procedures used,
- Statement of the impact of the project,
- Detailed budget breakdown of expenditures,
- Description of any problems or delays encountered, and
- Any other information that may be of assistance to the Economic Development Department in its evaluation of your project.

I hereby certify that the aforementioned 2012 New Mexico MainStreet Capital Outlay Project has been completed and funds were expended in accordance with the Project Description and Budget (Exhibit A) of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

Grant Supervisor:

Printed Name

Title

Signature

Date

**CITY OF LAS CRUCES
ADOPTED BUDGET FY 2012/2013**

FUND					
General Fund 1000					
		FY 2011/12 Prelim Actual*	FY 2012/13 Adopted	FY 2012/13 Adjustment	FY 2012/13 Adjusted
BEGINNING BALANCE		\$ 18,384,852	20,878,659	(260,513)	20,618,146
REVENUES					
Gross Receipts Taxes	\$	57,518,930	58,777,000		58,777,000
Property Taxes		9,276,216	9,267,952		9,267,952
Franchise Fees		2,742,676	2,745,315		2,745,315
Administrative Transfers		3,025,777	3,162,186		3,162,186
Police Fines		762,579	921,726		921,726
Permits/Fees/Licenses		149,946	1,276,291		1,276,291
All Other Revenues		6,233,195	5,594,331	7,750	5,602,081
TOTAL REVENUES	\$	79,709,319	81,744,801	7,750	81,752,551
TOTAL RESOURCES		\$ 98,094,171	102,623,460	(252,763)	102,370,697
EXPENDITURES					
Administration	\$	2,887,616	3,402,107		3,402,107
Community & Cultural Services		5,388,068	5,423,081		5,423,081
Community Development		1,390,835	3,030,059	7,750	3,037,809
Financial Services		2,916,249	3,002,213		3,002,213
Fire		9,015,609	9,548,628		9,548,628
Human Resources		938,140	974,496		974,496
Information Technology		3,072,465	3,851,334		3,851,334
Judicial		1,090,545	1,544,524		1,544,524
Legal		1,081,829	1,344,664		1,344,664
Legislative		736,918	818,628		818,628
Parks & Recreation		8,568,822	9,175,245		9,175,245
Police		19,275,698	20,828,161		20,828,161
Public Works		6,536,672	5,272,969		5,272,969
Transportation		2,629,992	5,108,873		5,108,873
Reserves		1,512,517	2,458,231	0	2,458,231
Transfers		10,877,387	12,180,493	0	12,180,493
Total General Fund Expenditures	\$	77,919,362	87,963,706	7,750	87,971,456
Accrual Adjustment		443,337	0	0	0
ENDING BALANCE	\$	20,618,146	14,659,754	(260,513)	14,399,241
Required 1/12th Reserve		6,493,280	7,330,309	646	7,330,955
UN-RESERVED ENDING BALANCE	\$	14,124,866	7,329,445	(261,159)	7,068,286

*Projected based on 8 months actual through February 29, 2012 and 4 months projected.

EXHIBIT "B" CONTINUED

CITY OF LAS CRUCES
ADOPTED BUDGET FY 2012/2013

FUND	DIVISION		FUND TYPE	
Downtown Revitalization Fund 2715	Community Development		Special Revenue	
	FY 2011/12 Prelim Actual*	FY 2012/13 Adopted	FY 2012/13 Adjustment	FY 2012/13 Adjusted
RESOURCES				
Beginning Balance	\$ 43,725	46,846	622	47,468
REVENUES				
552025-61T02 NM ED Grant	\$ 0	0	100,000	100,000
570010 Investment Income	1,004	2,000		2,000
570015 Net Increase(Decrease) Fair Value Investment	889	0		0
591010 Downtown Lease Income	1,850	2,000		2,000
Total Revenues	\$ 3,743	4,000	0	4,000
Total Resources	\$ 47,468	50,846	622	51,468
EXPENDITURES				
Economic Development Org 27804010				
Operating	50,000	70,000	100,000	170,000
Capital	0	0		0
Total	\$ 50,000	70,000	100,000	170,000
Total Expenditures	\$ 50,000	70,000	100,000	170,000
OTHER FINANCING SOURCES (USES)				
Transfer from Fund 1000 - General Fund	\$ 50,000	50,000		50,000
Total Other Financing Sources (USES)	\$ 50,000	50,000	0	50,000
ENDING BALANCE	\$ 47,468	30,846	(99,378)	(68,532)

*Preliminary Actuals as of November 7, 2012