



## Council Action and Executive Summary

Item # 6

Ordinance/Resolution# 14-022

For Meeting of \_\_\_\_\_  
(Ordinance First Reading Date)

For Meeting of August 5, 2013  
(Adoption Date)

Please check box that applies to this item:

QUASI JUDICIAL

LEGISLATIVE

ADMINISTRATIVE

**TITLE: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES, ON BEHALF OF ITS POLICE DEPARTMENT, TO ACCEPT A GRANT AWARD IN THE AMOUNT OF \$42,900.00 FROM THE STATE OF NEW MEXICO, NEW MEXICO DEPARTMENT OF TOURISM, FY 2014 NEW MEXICO CLEAN AND BEAUTIFUL GRANT PROGRAM, RATIFY THE CITY MANAGER'S SIGNATURE ON THE GRANT AGREEMENT, AND TO ADJUST THE FY 2014 BUDGET.**

### **PURPOSE(S) OF ACTION:**

Accept grant funding.

<b>COUNCIL DISTRICT:</b> All		
<b><u>Drafter/Staff Contact:</u></b> S. Nicole Williams	<b><u>Department/Section:</u></b> Financial Services / Grants Administration	<b><u>Phone:</u></b> 541-2716
<b><u>City Manager Signature:</u></b>		

### **BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

On July 1, 2013, the City of Las Cruces (City) was notified of a grant award in the amount of \$42,900.00 from the State of New Mexico, New Mexico Department of Tourism under the FY 2014 New Mexico Clean and Beautiful Grant Program.

Grant funding will be used by the Las Cruces Police Department (LCPD) Codes Enforcement–Keep Las Cruces Beautiful Program (KLCB) for litter and weed eradication, beautification and graffiti eradication, litter prevention education, and the promotion of recycling throughout the City. This initiative is a collaborative effort between LCPD-Codes Enforcement, the City's Parks and Recreation Department, Las Cruces Public Schools, South Central Solid Waste Authority, New Mexico State University, Doña Ana Community College and a number of community organizations and volunteers.

Grant funding will be used to satisfy the following project objectives:

(Continue on additional sheets as required)

Litter (Control, Prevention and Eradication) and/or Weed Eradication: by engaging neighborhood associations to partner in beautifying neighborhoods through the Neighborhood Pride Zones and by utilizing community service workers to clean litter and weeds on public property.

Beautifications: by collaborating with Las Cruces Public Schools, CLC Parks and Recreation and community organizations to engage volunteers to beautify public spaces through the Tree Steward Volunteer Program and the Adopt a Spot Program.

Graffiti Eradication: by partnering with LCPD Codes Enforcement for quick reporting and abatement of all reported graffiti and by community art as a tool to abate graffiti under the KLCB Mural Beautification Program.

Education: by partnering with Las Cruces Public Schools, New Mexico State University and Dona Ana Community College to provide prevention education and build a spirit of community service for youths through after school programs, school assemblies, fairs and a variety of social media and electronic means.

Recycling: by partnering with South Central Solid Waste Authority and Las Cruces Public Schools to promote waste reduction and recycling in LCPS by educating youth through school assemblies, training in Waste in Place for elementary school teachers and staff; and by promoting and participating in America Recycles Day.

The period of performance for the grant is from July 1, 2013 through June 30, 2014.

**SUPPORT INFORMATION:**

1. Resolution.
2. Exhibit "A", Litter Control & Beautification Grant Agreement.
3. Exhibit "B", Budget Adjustment.

**SOURCE OF FUNDING:**

<b>Is this action already budgeted?</b>	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.
<b>Does this action create any revenue?</b>	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: <u>2410</u> in the amount of <u>\$42,900.00</u> for <u>FY14</u> .
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

(Continue on additional sheets as required)

**BUDGET NARRATIVE**

Grant funds will be budgeted in Fund 2410: Keep Las Cruces Beautiful (KLCB), under Project Code 20577: Keep Las Cruces Beautiful (KLCB) FY 14.

**FUND EXPENDITURE SUMMARY:**

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Keep Las Cruces Beautiful	24147180-722104-20577	\$2,000.00	\$2,000.00*	\$0	None
Keep Las Cruces Beautiful	24147180-722191-20577	\$18,100.00	\$18,100.00*	\$0	None
Keep Las Cruces Beautiful	24147180-724190-20577	\$2,400.00	\$2,400.00*	\$0	None
Keep Las Cruces Beautiful	24147180-724400-20577	\$300.00	\$300.00*	\$0	None
Keep Las Cruces Beautiful	24147180-730110-20577	\$20,100.00	\$20,100.00*	\$0	None

\*Upon approved budget adjustment.

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will allow the City, on behalf of the Police Department, to accept the grant funds, ratify the City Manager's signature on the grant agreement, and adjust the FY 2014 budget.
2. Vote "No"; this will reject the grant award and could negatively affect future grant awards from the New Mexico Clean and Beautiful Grant Program.
3. Vote to "Amend"; this is not an option as grant funding is specific to approved initiatives as stipulated under the accepted grant proposal.
4. Vote to "Table"; this is not an option as the grant award is constrained by a specific period of performance.

**REFERENCE INFORMATION:**

N/A

(Continue on additional sheets as required)

**RESOLUTION NO. 14-022**

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES, ON BEHALF OF ITS POLICE DEPARTMENT, TO ACCEPT A GRANT AWARD IN THE AMOUNT OF \$42,900.00 FROM THE STATE OF NEW MEXICO, NEW MEXICO DEPARTMENT OF TOURISM, FY 2014 NEW MEXICO CLEAN AND BEAUTIFUL GRANT PROGRAM, RATIFY THE CITY MANAGER'S SIGNATURE ON THE GRANT AGREEMENT, AND TO ADJUST THE FY 2014 BUDGET.**

The City Council is informed that:

**WHEREAS**, on July 1, 2013, the City of Las Cruces (City) was notified of a grant award in the amount of \$42,900.00 from the State of New Mexico, New Mexico Department of Tourism; and

**WHEREAS**, the grant award is offered under the FY 2014 New Mexico Clean and Beautiful Grant Program; and

**WHEREAS**, grant funds will be used to support the Las Cruces Police Department, Codes Section, Keep Las Cruces Beautiful (KLCB) litter control and beautification initiatives; and

**WHEREAS**, KLCB initiatives, as approved under the grant program, include litter and weed eradication, beautification and graffiti eradication, litter prevention education, and the promotion of recycling throughout the City; and

**WHEREAS**, KLCB initiatives, under the approved grant proposal, are in collaboration with the City's Parks and Recreation Department, Las Cruces Public Schools, South Central Solid Waste Authority, New Mexico State University, Doña Ana Community College, and a number of community organizations and volunteers.

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

(I)

THAT the City of Las Cruces is approved to accept the grant award in the amount of \$42,900.00.

(II)

THAT the City Manager's signature on the grant agreement is ratified; Exhibit "A", attached hereto and made part of this resolution.

THAT grant funding will be budgeted as shown in the budget adjustment; Exhibit "B", attached hereto and made part of this resolution.

(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 \_\_\_\_\_, 20\_\_\_\_\_.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

VOTE:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

Grant No.: 14-418-6001-0030

**LITTER CONTROL & BEAUTIFICATION  
GRANT AGREEMENT**

THIS AGREEMENT made and entered into the date of last signature by a party below by and between the STATE OF NEW MEXICO, NEW MEXICO TOURISM DEPARTMENT, hereinafter referred to as "Department" and the City of Las Cruces, hereinafter referred to as "Public Entity".

**RECITALS**

WHEREAS, the purpose of the "New Mexico Litter Control and Beautification Act," NMSA 1978, §§ 67-16-1 to -14 (1985, as amended through 2001), hereinafter referred to as the "Act," is to control litter by authorizing Department to eliminate litter from the State to the maximum practical extent through a State-coordinated plan of education, control, prevention, and elimination;

WHEREAS, Section 67-16-12(B)(3) of the Act provides that Department may allocate up to fifty percent (50%) of the funds generated annually by the Act to local governments to establish and sustain local keep America beautiful system programs;

WHEREAS, Section 67-16-12(B)(4) of the Act provides that Department may allocate up to sixty percent (60%) of fees generated annual to local governments to establish a youth employment program to aid in litter control and beautification projects;

WHEREAS, Public Entity is a local government; and

WHEREAS, the parties hereto intend to dedicate funds generated by the Act as described in this Agreement to fulfill the requirements of the Act.

NOW, THEREFORE, in consideration of the covenants contained herein and pursuant to the Act, the parties agree as follows:

**SECTION ONE - DEPARTMENT AGREES:**

Upon its approval of Public Entity's grant application for program resources funds and/or youth employment funds:

1. To allocate funds generated by the Act and pay to Public Entity an amount not to exceed the sum of \$ \$42,900.00 for Public Entity to establish or sustain a local keep America beautiful system program, pursuant to Section 67-16-12(B)(3) of the Act; and/or to fund a youth employment program to aid in litter control and beautification projects pursuant to Section 67-16-12(B)(4) of the Act; and as stipulated by the attached Exhibit 1, Grant Award Distribution, which is incorporated herein. The Department shall accomplish its responsibilities under this SECTION ONE and SECTION THREE and the

Public Entity shall accomplish its responsibilities under SECTION TWO and SECTION THREE as provided in Exhibit 1 attached hereto.

2. To reimburse funds on a quarterly basis. For the purpose of this Agreement, quarters are designated as: July through September; October through December; January through March; and April through June.

3. To review the Public Entity's written requests to reallocate funds from the program resources allocation to the youth employment allocation, based on the need to support local youth interests.

4. To review the Public Entity's written requests to reallocate funds from the youth employment allocation to the program resources allocation, based on the need to implement programs and projects.

5. To affect the funds reallocations and budget adjustments permitted by this SECTION ONE to Exhibit 1 pursuant to SECTION TWO administratively and to confirm such reallocations in writing or electronically

**SECTION TWO - PUBLIC ENTITY AGREES:**

1. To perform and complete the Litter Control, Graffiti, Beautification, Recycling, and related community programs and tasks as agreed upon by both parties, in furtherance of the statewide keep America beautiful system programs, pursuant to the Act, as agreed upon by both parties, and as further set forth in Exhibit 1 attached hereto, which is hereby incorporated herein by this reference and made a part of this Agreement as though set forth herein in full.

2. To perform the Litter Control, Beautification programs, or youth employment program specified in Exhibit 1, in substantial compliance as specified herein and according to instructions provided by Department.

3. To commence performance of Litter Control, Graffiti, Beautification, Recycling, and related community programs and to continue performing the same with due diligence and progress as to each of all components of the comprehensive program and described tasks.

4. To spend the funds allocated herein as required by, and according to, the provisions of the Act and the applicable rules and regulations of the Department.

5. To request reimbursement on or before the fifteenth (15th) calendar day after the end of each quarter, except for the fourth quarter ending June thirtieth (30th). Public Entity must submit its final requests for reimbursement for the fourth quarter no later than the tenth (10th) day after the end of that quarter, July tenth (10th).

6. To include *at least* the following in its requests for reimbursement to Department:

- a. A detailed accounting of expenditures of all funds allocated and paid herein by line item;
- b. Copies of detailed Public Entity purchase documents, receipts and proof of payment for equipment, materials, or supplies purchased, (including model and serial numbers, if any) necessary to perform the programs;
- c. Copies of the payroll for youth employees; and
- d. Such other information as may be required by Department.

7. To expend funds allocated under this agreement on items of equipment, projects, promotional programs, services, and other matters, only if they are related to litter prevention, elimination, control programs, and beautification.

8. To make reallocation requests in writing to Department.

9. To keep accounting records for the Litter Control, Graffiti, Beautification, Recycling, and related community programs and submit an accounting and performance report to Department on or before the tenth (10th) day after the end of the fourth quarter.

10. To include at least the following in its performance report:

- a. An accounting of expenditures of all funds allocated and paid herein by line item;
- b. A certification that Public Entity used purchased equipment only for the purpose of fulfilling this Agreement under the Act and for no other purpose;
- c. A detailed summary of accomplishments towards the objectives and goals of the program;
- d. Any other information necessary to explain the program accomplishments; and
- e. Such other information as may be required by Department.

11. To use equipment purchased in whole or part with funds allocated and paid under this Agreement only for the anti-litter and beautification purposes required by the Act.

12. That it shall not assign or transfer any interest in this Agreement and shall not assign any claims or money due or that may become due under this Agreement.

13. That it shall not subcontract any portion of the services to be performed, or programs to be fulfilled and accomplished, or consultants to be hired, under this Agreement without prior written approval of Department.

14. To maintain detailed records documenting the date, time, and nature of services rendered and the progress of programs undertaken and understands that these records shall be subject to inspection by Department, the Department of Finance and Administration, and the New Mexico State Auditor. Department shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Department to recover excessive illegal payment.

15. That it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance or service required of it under this Agreement.

16. To release Department, its officers, and employees, and the State of New Mexico as provided for by law from all liabilities, claims and obligations whatsoever arising from or under this Agreement upon final payment of the amount due under this Agreement.

17. To never purport to bind the State of New Mexico to any obligation not assumed herein, unless Public Entity has written authority to do so, and then only within the strict limits of that authority.

**SECTION THREE – BOTH PARTIES AGREE:**

1. To strictly adhere to the requirements set forth in Department's Litter Control and Beautification Grant Requirements Rule (as amended) for grant approval, allocation, and reporting.

2. That Department will not disburse grant monies until Public Entity submits proper written documentation of its expenditures.

3. That Public Entity's requests for reallocation of funds are not valid without Department's prior written approval and that reallocations of funds are not a formal amendment to this Agreement. provided Department does not increase Public Entity's allocation.

4. That Public Entity's illegal or unauthorized expenditures under this agreement shall constitute a debt to the State of New Mexico, owed by Public Entity, its successors, or assigns. In the case of such debt, parties agree that Department may elect to withhold or recover allocations from Public Entity, its successors, or assignees by appropriate legal action.

5. That direct costs of travel or per diem incurred by Public Entity shall be the sole responsibility of Public Entity, unless Public Entity proposes and requests direct and separate travel reimbursement and Department gives advance approval in writing.

6. That equipment purchased through the grants described in this Agreement that has a service life longer than this Agreement shall be used for agreement purposes for length of that service life. Before Department reimburses Public Entity's expenses for such equipment, the parties shall agree and specify its expected service life based on the kind of equipment, amount of anticipated use, service that will be performed, and the equipment's normal service life.

7. That Public Entity's failure to adhere to these requirements will result in a

penalty assessed on the invoice equal to ten percent (10%) of the total invoice submitted for that quarter.

8. That Public Entity's records, detailing date, time, and nature of services rendered and the progress of programs undertaken shall be subject to inspection by Department, the Department of Finance and Administration, and the New Mexico State Auditor and that Department shall have the right to audit billings both before and after payment.

9. That payment under this Agreement shall not foreclose the right of Department to recover excessive illegal payment.

**SECTION FOUR – AMENDMENT:**

This Agreement shall not be altered, changed or amended except by a written instrument, executed by both parties.

**SECTION FIVE – DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:**

Department reserves the right to expend funds under this Agreement until such time as they are budgeted, appropriated by the legislature, and approved for expenditure by Department. Department's decision as to whether funds under the Act are sufficient for fulfillment of this Agreement shall be final.

**SECTION SIX – INDEPENDENT CONTRACTOR:**

Public Entity and its agents and employees are independent contractors fulfilling their obligations to Department under this Agreement and are not employees of the State of New Mexico. Public Entity and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to the employees of the State of New Mexico as a result of this Agreement.

**SECTION SEVEN – TERM and TERMINATION:**

1. This Agreement shall not take effect until executed by the parties hereto. This Agreement shall terminate on **June 30, 2014**, unless terminated pursuant to the following paragraphs of this SECTION.

2. Department may terminate this Agreement if Public Entity fails to commence program activities by the end of the second quarter of the fiscal year or if Public Entity does not comply with restrictions on its expenditures.

3. Either party may cancel this Agreement with thirty (30) days written notice to the other party. By such termination, neither party may nullify obligations already incurred for performance or failure to perform for the programs rendered prior to the date of termination of the Agreement. However, neither party shall have any obligation to perform services or make payment for services or specified programs rendered after such date of termination.

**SECTION EIGHT – INTEGRATION:**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreements or understanding, verbal or otherwise, of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

**SECTION NINE – PUBLIC ENTITY’S ACQUIRED PROPERTY:**

If upon termination or expiration of this Agreement Public Entity has any property acquired pursuant to this Agreement, then Public Entity shall account for the same and dispose of it as directed by Department.

**SECTION TEN – CONTROLLING LAW:**

The laws of the State of New Mexico shall govern this Agreement. The parties agree that the District Courts of the State of New Mexico have jurisdiction over any lawsuits brought by either party to enforce its rights hereunder. Venue shall be in Santa Fe County, New Mexico.

**SECTION ELEVEN – UNEXPENDED AND UNENCUMBERED PROJECT BALANCES:**

Any unexpended or unencumbered balance allocated by Department under this Agreement shall revert to Department.

**SECTION TWELVE – INTENT OF AGREEMENT:**

This Agreement is not intended by any of the provisions or any part of the Agreement to create in the public, or any member thereof, a third party beneficiary; nor is it intended to authorize anyone not a party to this Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury, damage(s) to property(ties), and/or any other claims(s) whatsoever pursuant to the provisions of this Agreement.

**SECTION THIRTEEN – NEW MEXICO TORT CLAIMS ACT:**

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party’s acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 to -14 (1985, as amended through 2002). This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties’ liabilities as governed by common law or the New Mexico Tort Claims Act. Public Entity and its “public employees,” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defenses, and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provisions of the New Mexico Tort Claims Act.

**SECTION FOURTEEN – ACCOUNTABILITY OF RECEIPTS & DISBURSEMENTS:**

There shall be strict accountability for all receipts and disbursements relating hereto.

**SECTION FIFTEEN – EQUAL OPPORTUNITY COMPLIANCE:**

Public Entity agrees to abide by all federal and state laws, rules, and regulations pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, Public Entity agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If Public Entity is found to have failed to comply with these requirements during the term of this Agreement, Public Entity agrees to take appropriate steps to correct these deficiencies.

**SECTION SIXTEEN – CIVIL RIGHTS LAWS AND REGULATION COMPLIANCE:**

Department and Public Entity shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. Department and Public Entity further agree to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, and the New Mexico Human Rights Act. IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below specified.

New Mexico Tourism Department  
"DEPARTMENT"

By:   
Monique Jacobson, Cabinet Secretary

Date: 7-1-13

"Public Entity"

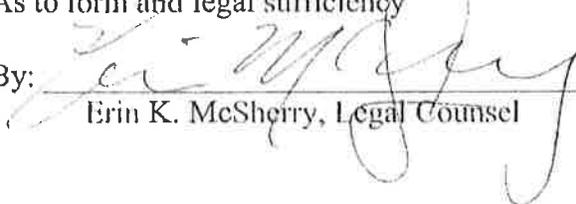
By:   
Robert L. Garza, P.E.

Date: 6-11-13

Title: City Manager

APPROVED AS TO FORM:  
  
City Attorney

As to form and legal sufficiency

By:  6/28/2013  
Erin K. McSherry, Legal Counsel

**Exhibit 1**

Page 1

<b>COMMUNITY NAME</b>	<b>Las Cruces</b>
<b>FY14 Total Grant Award</b>	<b>\$42,900</b>

Focus Area		Project Names						
<i>Litter/Weed Eradication</i>								
Budget Line Items	Toss No Mas	GAC	Community Service	Neighborhood Pride Zones				Total
Trash Bags	\$200		\$200	\$200				\$600
Gloves	\$200	\$200	\$400	\$200				\$1,000
Pick up tools	\$1,000							\$1,000
Safety Vests		\$600						\$600
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
<b>Total</b>	<b>\$1,400</b>	<b>\$800</b>	<b>\$600</b>	<b>\$400</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,200</b>

Focus Area		Project Names						
<i>Beautification/Graffiti</i>								
Budget Line Items	Toss No Mas	GAC	Tree Stewards	Arbor Day	Graffiti Abatement	Graffiti Prevention Murals		Total
Tree and Plant materials	\$300	\$300		\$600				\$1,200
Tree Steward Notebooks and printing handbooks			\$300					\$300
Tree Steward Vests			\$500					\$500
Paint and Equipment					\$4,800	\$800		\$5,600
Weed Removal and gardening handtools	\$300	\$300						\$600
								\$0
								\$0
								\$0
<b>Total</b>	<b>\$600</b>	<b>\$600</b>	<b>\$800</b>	<b>\$600</b>	<b>\$4,800</b>	<b>\$800</b>	<b>\$0</b>	<b>\$8,200</b>

Focus Area		Project Names						
<i>Education</i>								
Budget Line Items	Libby's School Education	After School Programs	Community Awareness	School Campus Cleanup				Total
KLCB bracelets	\$600							\$600
Activity Supplies, e.g., coloring books, craft supplies i.e., glue, pens, craft paper, bird feeder from recycled materials, etc.		\$600	\$600					\$1,200
KLCB branded promotional items, e.g., KLCB bracelets, stickers, litter bags, etc.		\$200	\$200	\$200				\$600
School Contest Incentives (20 schools at \$100 each)				\$2,000				\$2,000
								\$0
								\$0
								\$0
								\$0
<b>Total</b>	<b>\$600</b>	<b>\$800</b>	<b>\$800</b>	<b>\$2,200</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,400</b>

<b>Page 1 Total</b>	<b>\$15,800</b>
<b>Grand Total of Projects</b>	<b>\$42,900</b>

**Exhibit 1**  
**Page 2**

<b>COMMUNITY NAME</b>	<b>Las Cruces</b>
<b>FY14 Total Grant Award</b>	<b>\$42,900.00</b>

<b>Focus Area</b>		<b>Project Names</b>						
<i>Recycling</i>								
Budget Line Items	<i>Reuse and Recycle Fashion Show</i>							Total
SMS On line voting system	\$200							\$200
Promotional banners and flyers	\$300							\$300
								\$0
								\$0
								\$0
								\$0
<b>Total</b>	<b>\$500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$500</b>

<b>Focus Area</b>		<b>Project Names</b>						
<i>Youth Employment</i>								
Budget Line Items	<i>Litter</i>	<i>Beautification</i>	<i>Education</i>	<i>Recycling</i>				Total
Youth Interns	\$3,650	\$3,650	\$3,600					\$10,900
Youth Group Sub Contracts	\$5,400	\$1,500		\$300				\$7,200
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
<b>Total</b>	<b>\$9,050</b>	<b>\$5,150</b>	<b>\$3,600</b>	<b>\$300</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$18,100</b>

<b>Focus Area</b>		<b>Project Names</b>						
<i>Marketing/Promotional</i>								
Budget Line Items								Total
advertising	\$2,000							\$2,000
Awards	\$200							\$200
Litter Bags	\$1,000							\$1,000
KLCB Stickers for signs	\$200							\$200
banners	\$400							\$400
TWEF float supplies	\$200							\$200
Reusable branded bags	\$800							\$800
Toss No Mas T-shirts	\$1,000							\$1,000
<b>Total</b>	<b>\$5,800</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,800</b>

**Exhibit 1**

Page 3

<b>COMMUNITY NAME</b>	<b>Las Cruces</b>
<b>FY14 Total Grant Award</b>	<b>\$42,900</b>

<b>Focus Area &amp; Project Name</b>	
<i><b>Keep America Beautiful</b></i>	
<b>Budget Line Items:</b>	
<b>Keep America Beautiful Materials:</b>	
	\$0.00
	\$0.00
	\$0.00
	\$0.00
<b>Total</b>	<b>\$0.00</b>
<b>Board Development Materials:</b>	
	\$0.00
	\$0.00
	\$0.00
	\$0.00
<b>Total</b>	<b>\$0.00</b>
<b>Per Diem and Fees:</b>	
Travel, Per Diem, and Registrations	\$2,400.00
Network Service Fees	\$300.00
	\$0.00
<b>Total</b>	<b>\$2,700.00</b>

<b>KAB Total</b>	<b>\$2,700</b>
------------------	----------------

CITY OF LAS CRUCES  
2013-14 Fiscal Year Budget

FUND	DIVISION		FUND TYPE	
Keep Las Cruces Beautiful Fund 2410	Police		Special Revenue Funds	
	2012-13 Prelim. Actual	2013-14 Adopted	2013-14 Adjustment	2013-14 Adjusted
<b>RESOURCES</b>				
Beginning Balance	\$ 0	0		0
<b>Revenues</b>				
Miscellaneous Revenues	276	0		0
State Grants	0	31,000	11,900	42,900
Local Grants	32,968	5,000		5,000
Operating Transfers In	0	0		0
<b>Total Revenues</b>	<u>33,244</u>	<u>36,000</u>	<u>11,900</u>	<u>47,900</u>
<b>TOTAL RESOURCES</b>	<u>\$ 33,244</u>	<u>36,000</u>	<u>11,900</u>	<u>47,900</u>
<b>Expenditures</b>				
Las Cruces Police Department				
20573 - KLCB FY12	(30)	0		0
20574 - Lowes Community Impvmt Phase I	7,301	0		0
20575 - KLCB FY13	25,973	0		0
20576 - KAB/UPS TREES FY 14	0	5,000		5,000
20577 - KLCB FY14	0	31,000	11,900	42,900
20581 - Libby Childrens Book	0	0		0
Operating Transfers Out	0	0		0
<b>Total Expenditures</b>	<u>\$ 33,244</u>	<u>36,000</u>	<u>11,900</u>	<u>47,900</u>
Accrual Adjustments	0	0	0	0
<b>ENDING BALANCE</b>	<u>\$ 0</u>	<u>0</u>	<u>0</u>	<u>0</u>