

# City of Las Cruces®

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## Council Action and Executive Summary

Item # 8 Ordinance/Resolution# 15-240

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

For Meeting of July 6, 2015  
(Adoption Date)

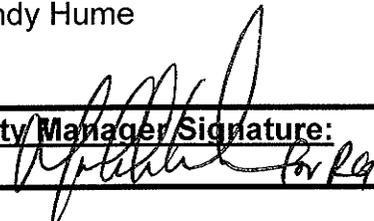
Please check box that applies to this item:

QUASI JUDICIAL     LEGISLATIVE     ADMINISTRATIVE

**TITLE:** A RESOLUTION APPROVING THE USE OF FUND BALANCE FROM THE DOWNTOWN REVITALIZATION FUND IN THE AMOUNT OF \$70,000.00 FOR THE PURPOSE OF IMPLEMENTING THE MEMORANDUM OF UNDERSTANDING WITH DOWNTOWN LAS CRUCES PARTNERSHIP AND TO ADJUST THE FY2016 BUDGET.

### PURPOSE(S) OF ACTION:

Approve use of fund balance and budget adjustment.

<b>COUNCIL DISTRICT:</b> 1		
<b>Drafter/Staff Contact:</b> Andy Hume	<b>Department/Section:</b> Community Development / Planning & Neighborhood Services	<b>Phone:</b> 528-3048
<b>City Manager Signature:</b> 		

### BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) and the Downtown Las Cruces Partnership (DLCP) have been members of the New Mexico MainStreet Program for more than ten years. This association has yielded significant benefits in both technical and financial support. In order to continue this relationship, the City Council approved a new Memorandum of Understanding (MOU) with DLCP that takes effect on July 1, 2015 and expires on June 30, 2017.

As part of the annual budget process, the amount of \$70,000 was approved by City Council to fund the MOU during FY 2016. However, the monies need to be assigned into the Downtown Revitalization fund to be used for this purpose.

If approved, this Resolution would assign the approved funding into the correct account and adjust the FY 2016 budget.

**SUPPORT INFORMATION:**

1. Resolution.
2. Exhibit "A", Budget Adjustment.
3. Attachment "A", Memorandum of Understanding for Planning and Development Services Between City of Las Cruces and Downtown Las Cruces Partnership.

**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:
	Budget Adjustment Attached	<input type="checkbox"/>	Expense reallocated from:
		<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input checked="" type="checkbox"/>	Proposed funding is from fund balance in the <u>2715</u> Fund.
<b>Does this action create any revenue?</b>	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: _____ in the amount of \$ _____ for FY _____.
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

**BUDGET NARRATIVE**

Proposed funding will be taken from fund balance.

**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	27804010-722190-60807	\$70,000.00	\$70,000.00*	\$0	None

\* Upon approved budget adjustment.

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve the Resolution for the transfer of funds in the Downtown Revitalization account. DLCP will continue to provide planning and development services related to downtown revitalization.
2. Vote "No"; this will not approve the Resolution for the transfer of funds in the Downtown Revitalization account. DLCP will discontinue providing planning and development services.
3. Vote to "Amend"; this action could modify the terms of the Resolution.

4. Vote to "Table"; this action could prevent staff from implementing the approved Memorandum of Understanding.

**REFERENCE INFORMATION:**

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

1. N/A

**RESOLUTION NO. 15-240**

**A RESOLUTION APPROVING THE USE OF FUND BALANCE FROM THE DOWNTOWN REVITALIZATION FUND IN THE AMOUNT OF \$70,000.00 FOR THE PURPOSE OF IMPLEMENTING THE MEMORANDUM OF UNDERSTANDING WITH DOWNTOWN LAS CRUCES PARTNERSHIP AND TO ADJUST THE FY2016 BUDGET.**

The City Council is informed that:

**WHEREAS**, the City of Las Cruces (City) has benefited from the New Mexico MainStreet Program through its partnership with the Downtown Las Cruces Partnership (DLCP) for more than ten years; and

**WHEREAS**, DLCP provides benefits of special value, such as design, economic development, and promotional services, for Main Street Downtown; and

**WHEREAS**, the City Council unanimously approved the new biennial Memorandum of Understanding (MOU) with DLCP on June 15, 2015; and

**WHEREAS**, the approval of this Resolution will allow the City to fully implement the approved MOU.

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

**(I)**

**THAT** the transfer of funds into the Downtown Revitalization account in the amount of \$70,000.00, as shown in Exhibit "A," attached hereto and made part of this Resolution, is hereby approved and adopted.

**(II)**

**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: \_\_\_\_\_

APPROVED AS TO FORM:

*W. R. Babington Jr.*  
\_\_\_\_\_  
City Attorney

VOTE:

Mayor Miyagishima: \_\_\_\_\_

Councillor Silva: \_\_\_\_\_

Councillor Smith: \_\_\_\_\_

Councillor Pedroza: \_\_\_\_\_

Councillor Small: \_\_\_\_\_

Councillor Sorg: \_\_\_\_\_

Councillor Levatino: \_\_\_\_\_



**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, \_\_\_\_\_ 2015, 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.

- Pursue funding of various forms for the further implementation of the Downtown Revitalization Plan.

## 2. Goals - Downtown Las Cruces Partnership

- 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.
- The Four Point Approach involves addressing Organization of Stakeholders, Design Elements, Economic Positioning, and Promotions.
- Coordinate effective and efficient committees.
- Collaboration with downtown stakeholders and serve as a liaison for the City of Las Cruces on downtown issues.
- Advocate for downtown revitalization and funding at the local, state, and federal level.
- Provide assistance with urban design.
- Produce a marketing packet for potential business owners.
- Maintain DLCP website.
- Assist businesses and property owners in locating investors and coordinate downtown development with City.
- Business recruitment and retention.
- Organize events 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, 2015. The parties may renew this MOU for unlimited two (2) year terms 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 \$70,000, including Gross Receipts Tax, per year for each year of the term 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 City Hall.

**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, sexual orientation, national origin or ancestry, age, 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 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 on the date first written above.

**DOWNTOWN LAS CRUCES PARTNERSHIP**

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Craig Buchanan  
President

**CITY OF LAS CRUCES, NEW MEXICO**

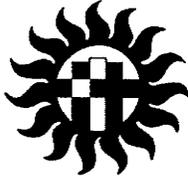
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Robert L. Garza, P.E.  
City Manager

Approved as to form:

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William R. Babington Jr.  
City Attorney



# City of Las Cruces®

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## COUNCIL ACTION AND EXECUTIVE SUMMARY PACKET ROUTING SLIP

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

For Meeting of July 6, 2015  
 (Adoption Date)

TITLE:

A RESOLUTION APPROVING THE USE OF FUND BALANCE FROM THE DOWNTOWN REVITALIZATION FUND IN THE AMOUNT OF \$70,000.00 FOR THE PURPOSE OF IMPLEMENTING THE MEMORANDUM OF UNDERSTANDING WITH DOWNTOWN LAS CRUCES PARTNERSHIP AND TO ADJUST THE FY2016 BUDGET.

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

DEPARTMENT	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact	<i>[Signature]</i>	528-3048	6/18/15
Department Director	<i>[Signature]</i>	528-3067	6-19-15
Other			
Assistant City Manager /CAO Management & Budget Manager	<i>[Signature]</i>	541-2018	6/24/15
	<i>[Signature]</i>	541-2106	6-19-15
Assistant City Manager/COO	<i>[Signature]</i> for D. Arila	541-2271	6/24/15
City Attorney	<i>[Signature]</i> for W.R. Babington J	521-4128	6/26/15
City Clerk - Interim	<i>[Signature]</i>	541-2115	6/26/15