City of Las Vegas
1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov
Mayor Louie A. Trujillo

CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
July 15, 2020–Wednesday– 6:00 p.m.
City Council Chambers
1700 N. Grand Avenue

(The City Council shall act as the Housing Authority Board of Commissioners on any matters on the Agenda concerning the Housing Department.)

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. MOMENT OF SILENCE

V. APPROVAL OF AGENDA

VI. MAYOR'S APPOINTMENTS/REPORTS

1. Approval to appoint Adrian Crespin as Police Chief for the City of Las Vegas and enter into a Professional Contract.

   Mayor Louie A. Trujillo As per City of Las Vegas Municipal Charter, Article V, Officers, Directors and Employees, Section 5.06. City Manager, A. The Mayor shall appoint the Chief of Police, subject to Council approval. The Governing Body shall enter into a contract with the chief of police, which shall establish, among other matters, compensation, benefits, duties and responsibilities.

VII. COUNCILORS' REPORTS

VIII. MAYOR'S RECOGNITIONS/PROCLAMATIONS

IX . PUBLIC INPUT (comments limited to topics on current agenda, not to exceed 3 minutes per person and individuals must sign up at least 15 minutes prior to meeting) Public Input forwarded to the City Clerk will be read into the record.

X. PRESENTATIONS (Not to exceed 10-15 minutes per person)

- Presentation by Lea Knutson with Hermits Peak Watershed Alliance providing project update.

XI. CITY MANAGER'S REPORT

XII. FINANCE REPORT

XIII. CONSENT AGENDA
(Items may be moved to New Business at the request of any Councilor with approval of the Governing Body)

1. **Approval of Resolution No. 20-36 A resolution to extend City Contracts until a budget is finalized.**

2. **Approval of Biennial Memorandum of Understanding (MOU) and Resolution 20-32 supporting a Public-Private Economic Development Project with New Mexico MainStreet and MainStreet de Las Vegas.**

3. **Approval to award RFP 2020-11 portable flame ionization survey for the gas division to Heath Consultants.**

4. **Approval to award RFP 2020-12 for on call services for maintenance and emergency repairs to the City's natural gas transmission lines to DUB-L-EE Construction.**

XIV. BUSINESS ITEMS

1. Conduct a public hearing and approval/disapproval to adopt Ordinance 20-04 to amend the Code of the City of Las Vegas, Chapter 66, Personnel Rules, Section 52, entitled Vacation Leave.

   Donna Castro, Human Resource Director Review and consider changes to City's vacation policy so that policy reflects current practice. Ordinance 20-04 has met the publication requirements.

2. Conduct a public Hearing and Approval/Disapproval to adopt Ordinance 20-03 amending the current Fire Code.

   Steven Spann, Deputy Fire Chief Update to current fire code enforcement standards, which will be in compliance and coincide with the New Mexico State Fire Marshal's office. This will also establish City of Las Vegas Code Enforcement Bureau standards, penalties, fees and enforcement process.

3. Conduct a public hearing and approval/disapproval of application #1154391 requesting a Small Brewer Liquor License for Wanted Brewing Company, LLC, DBA Wanted Brewing & Distilling Company located at 400 Grand Ave., Las Vegas, NM.

   Casandra Fresquez, City Clerk Wanted Brewing Company LLC submitted an application for a small brewer liquor license, with on premises consumption and package sales, with patio service. Public hearing and zoning requirements have been met.

4. Conduct a public hearing and approval/disapproval of application #1154392 requesting a Craft Distiller Liquor License for Wanted Brewing Company, LLC, DBA Wanted Brewing & Distilling Company located at 400 Grand Ave., Las Vegas, NM.

   Casandra Fresquez, City Clerk Wanted Brewing Company LLC submitted an application for a craft distiller liquor license, with on premises consumption and package sales, with patio service. Public hearing and zoning requirements have been met.

5. Approval/Disapproval of Resolution No. 20-33 Annual open meetings resolution.

   Casandra Fresquez, City Clerk Resolution 20-33 establishes reasonable notice of Council meetings in compliance with Open Meetings Act. Mayor and Council have requested amendments to the scheduling of their meetings.

6. Approval/Disapproval of Resolution 20-38 in support of the application by Las Vegas First Independent Business Alliance for a federal economic development grant for Fiscal year 2021.

   Bill Hendrickson, Community Development Director The Cares Act has provided the Economic Development Administration to provide grants to communities suffering from COVID-19. The grant allows us to put Lodger's Tax projects towards a 20% match with EDA covering 80%. This will be a regional effort, with the City acting as Fiscal agent. The Lodger's Board has given its approval.

7. Approval/Disapproval of Lodger's Tax Fiscal Budget.

   Krutik Bhakta, Lodger's Tax Board Chairman Annual operating budget, funding to market the community to potential visitors, support visitor/tourist facilities and grant financial support to community events that attract visitors to Las Vegas.

8. Approval/Disapproval to renew existing contracts with Las Vegas First Independent Business Alliance for Highway Billboard Advertising. Total cost is $27,435.00.

   Krutik Bhakta, Lodger's Tax Board Chairman To create awareness and promotion of Las Vegas and to give pertinent information to perspective travelers.

9. Approval/Disapproval of Resolution No. 20-40, authorizing the sale of the unused and vacant properties identified on the list attached hereto as Exhibit A and authorizing the City of Las Vegas to prepare a Request for Proposal for appraisal services for said properties.

   Bill Hendrickson, Community Development Director The City of Las Vegas is the record owner of several properties which are unused and vacant, the properties are not being utilized by the City and the City has no intention of utilizing the properties in the foreseeable future. These properties are identified on the list attached hereto as Exhibit A.

10. Approval/Disapproval of Resolution No. 20-34, request for a match waiver administered by Department of Finance and Administration (DFA) and the New Mexico Department of Transportation (NMDOT) in the amount of $29,447.00 for Grant Agreement L400500.

    Daniel Gurule, Public Works Manager The City of Las Vegas has a limited tax base, which limits the funding for meeting the proportional matching share, and a fund exists appropriated by New Mexico State Legislature for Public Entities in need of "Hardship" match money and the City of Las Vegas requests participation in this Match Waiver Program in the amount of $29,447.00, for the plan, design construction, reconstruction, pavement rehabilitation, drainage improvements, construction management and miscellaneous construction on West National Avenue.

11. Approval/Disapproval of Resolution 20-35 and Local Government Road Fund Cooperative Agreement (COOP) administered by the New Mexico Department of Transportation (NMDOT).

    Daniel Gurule, Public Works Manager As part of the COOP Agreement submittal criteria for the NMDOT, it is required that a resolution of support from our Local Governing Body accompany Grant Agreement for the plan, design construction, reconstruction, pavement rehabilitation, drainage improvements, construction management and miscellaneous construction on West National Avenue.

12. Approval/Disapproval of Resolution No. 20-41 for submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority.

Maria Gilvarry, Utilities Director This resolution will allow the City to submit an application to NMFA for funding to complete the Hot Springs waterline replacement project. The funding amount requested is $800,000 with a subsidy amount eligible of $600,000. The funding agency.

13. Approval/Disapproval of Resolution No. 20-42 for submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority.

Maria Gilvarry, Utilities Director This resolution will allow the City to submit an application to NMFA for funding to complete the SCADA project for the existing water treatment plant facility. The funding amount requested is $500,000 with a subsidy amount of eligible of $375,000. The funding agency requires that the application be submitted through an approved resolution.

14. Approval/Disapproval of Resolution No. 20-43 for submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority.

Maria Gilvarry, Utilities Director This resolution will allow the City to submit an application to NMFA for funding to replace the facility clarifier sedimentation basin vacuum system at the existing water treatment plant facility. The funding amount requested is $300,000 with a subsidy amount eligible of $225,000. The funding requires that the application be submitted through an approved resolution.

15. Approval/Disapproval of Resolution No. 20-44 for submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority.

Maria Gilvarry, Utilities Director This resolution will allow the City to submit an application to NMFA for funding to complete the Hanna Park re-use system expansion project. The funding amount requested is $500,000 with a subsidy amount eligible of $375,000. The funding agency requires that the application be submitted through an approved resolution.

16. Approval/Disapproval of Resolution No. 20-45 for submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority.

Maria Gilvarry, Utilities Director This resolution will allow the City to submit an application to NMFA for funding to replace pumps at the existing water treatment plant facility. The funding amount requested is $200,000 with a subsidy amount eligible of $150,000. The funding agency requires that the application be submitted through an approved resolution.

17. Approval/Disapproval to publish Ordinance No. 20-06 to amend the Code of the City of Las Vegas Labor Management Relations Ordinance by deleting and repealing Chapter 48 Sections 1 through 22.

    Scott Aaron, City Attorney Due to recent state legislation and actions taken by the Governor of New Mexico, the state labor relations board, and the parties affected by labor relations board decisions, are consolidating the function and reach of the state labor relations board in lieu of having such disputes handled by the local labor relations boards. To comply with recent state legislation and the actions taken by our Governor, the City of Las Vegas should delete and repeal its Labor Management Relations Ordinance in favor of having all such labor disputes handled in a more uniform fashion by the state labor relations board.

XV. EXECUTIVE SESSION

THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER OF ISSUES ARE EXEMPT FROM THE OPEN MEETINGS REQUIREMENT UNDER § (H) OF THE OPEN MEETINGS ACT.

A. Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.

B. Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.

C. Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.

XVI. ADJOURN

ATTENTION PERSONS WITH DISABILITIES: The meeting room and facilities are accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office prior to the meeting so that arrangements may be made.

ATTENTION PERSONS ATTENDING COUNCIL MEETING: By entering the City Chambers, you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas Web-site, and to be televised on Comcast.

NOTE: A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office of the City Clerk, 1700 N. Grand Avenue, Las Vegas, NM 87701

CONTRACT FOR POLICE CHIEF PROFESSIONAL SERVICES

THIS CONTRACT FOR POLICE CHIEF PROFESSIONAL SERVICES is made this ___ day of _____ 2020, by and between the City of Las Vegas, a New Mexico home-rule municipality ("City") and Adrian Crespin ("Employee"):

WHEREAS, pursuant to the City Charter, the Employee has been appointed as the City Police Chief for the City of Las Vegas, New Mexico by the Mayor and this appointment has been approved by the City Council at its meeting on the 15th day of July, 2020; and

WHEREAS, the City Charter requires that the Governing Body enter into a contract with the City Police Chief, which shall establish, matters such as compensation, benefits, duties and responsibilities.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the covenants and agreements set forth in this Contract, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Employee agree as follows:

1. **TERM:**
   This Contract shall begin on August ____, 2020, and will continue in effect until July 1, 2022.

2. **DUTIES AND AUTHORITY:**
   The City agrees to employ Employee as the Chief of Police for the City to perform the functions and duties specified in this Contract, any job description adopted by the City Council related to this Contract, and the duties outlined in the Charter of the City of Las Vegas. Employee shall work to create and maintain a community policing platform that incorporates involvement from the community.

3. **COMPENSATION:**
   The City agrees to pay Employee an annual base salary of $76,000.00 per annum, payable in installments at the same time that the other management employees of the City are paid.

4. **INSURANCE BENEFITS:**
   The City agrees to provide and pay the same City portions of the insurance benefits which are provided to all other employees of the City.

5. **VACATION, SICK, AND MILITARY LEAVE:**
   The Employee will accrue sick leave and vacation leave in accordance with the City Personnel Policy.

6. **MISCELLANEOUS BENEFITS:**
   A. The Police Chief may have the use of a City owned and maintained vehicle for City related purposes only.

B. The City agrees to enroll the Police Chief into the applicable state or local retirement system (P.E.R.A.) and to make the same contributions to such retirement as other City employees received.

7. GENERAL BUSINESS EXPENSES:

A. The City agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in organizations, if the City determines that these expenses are necessary for the Employee's professional participation and for the good of the City.

B. The City shall provide Employee with a computer, software, fax/modem/and cell phone (or cell phone stipend of $25.00 per month of relevant phone bill) as required for the Employee to perform the job and to maintain communication.

8. TERMINATION:

A. The Police Chief understands and agrees that he serves at the will of the Governing Body of the City of Las Vegas pursuant to the terms of the City Charter and that he may be suspended or removed with or without cause at any time by the Mayor, subject to approval of the City Council, or by a majority of all members of the Governing Body.

B. Should the Employee be terminated as outlined herein, then this Contract should immediately become null and void.

C. At termination, the Police Chief shall be entitled to receive pay for the hours he has worked to the point of termination, as well as for the accumulated vacation leave in the time and manner that all other City employees are paid such benefits. Under no circumstances shall the Police Chief have a right to severance pay.

9. RESIGNATION:

In the event that Employee voluntarily resigns his position with the City, the Employee shall provide a minimum of 14 days notice in writing. The Employee is entitled to accrued leave in accordance with the City Personnel Ordinance.

10. SEVERABILITY:

In the event any word, phrase, section or other portion of this Contract is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said word, phrase, section or portion.

11. HOURS OF WORK:

The Employee shall work a minimum of 40 hours per week plus be available for City needs (as identified and determined by the City Manager) outside the regular business hours without additional compensation.

12. BINDING EFFECT:

This Contract shall be binding upon and inure to the benefit of the successor and assigns of the parties hereto. No other person(s) shall have any right, benefit or obligation hereunder.

13. LAW THAT APPLIES:

This Contract shall be performed in Las Vegas, San Miguel County, New Mexico, any legal action or cause of action in connection herewith shall be within the jurisdiction of the appropriate court in San Miguel County, New Mexico, for all purposes.

14. ENTIRE AGREEMENT:

This Contract contains the entire agreement and understanding between the City and Employee with respect to the employment of Employee by the City, and all prior negotiations, writings, agreements and understandings are merged in and are superseded and canceled by this Contract. No part of this Contract, except as expressly provided in Section 16, may be amended without the express written consent of the City and Employee.

15. NO WAIVER:

No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

16. APPROPRIATIONS:

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico and the City for the performance of this Contract. If sufficient appropriations and authorization are not made by the Legislature or the City, this Contract shall terminate immediately upon written notice being given by the City to Employee. The City's decision as to whether sufficient appropriations are available shall be accepted by the Employee and shall be final. If the City proposes an amendment to the Contract unilaterally reducing funding, the Employee shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.

The Employee warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract. The Employee certifies that

the requirements of Governmental Conduct Act, Section 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public offender or state employee or former state employee have been followed.

18. PENALTIES FOR VIOLATION OF LAW.
The Procurement Code, Section 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Approved by the Governing Body on July ____, 2020.

_____
Louie A. Trujillo
Mayor of the City of Las Vegas

ATTEST:

_____
Casandra Fresquez, City Clerk

EMPLOYEE

_____
Adrian Crespin

Approved as to Form:

_____
Scott Aaron, City Attorney

Adrian G. Crespin

933 Palo Verde Drive
Las Vegas, NM 87701
(505) 429-8385

Education:
Robertson High School, Las Vegas, New Mexico
High School Diploma
May 1990

Relevant Experience:
United States Marine Corps
Lance Corporal
1990-1994

New Mexico Law Enforcement Academy, Santa Fe, New Mexico
Law Enforcement Certificate # P-96-148
June 1996

Las Vegas City Police Department
Retired Police Commander
June 2015

New Mexico Highlands University Police
Police Officer
December 14, 2015-Present

- Perform basic police officer duties such as responding to and assisting with calls for service on campus (e.g. traffic accidents, domestic violence, burglaries, lost property, drug possession, (etc.)
- Open and secure doors for faculty staff and students
- Keeping Campus Community Safe of all threats and hazards
- Patrol assigned areas
- Certified ALICE Instructor (Alert Lockdown Inform Counter and Evacuate) Active Shooter Training offering training for Campus and Community Constituents
- Deputy Sections Chief for Operations Management
- National Campus Law Enforcement Trainer Development Program Training on Sexual and Gender Based Violence
- Daytime Operations Supervisor
- Evidence Custodian
- Manage Law Enforcement Protection Fund and other fiscal matters
- Create and manage Operations Plans for all events on Campus

- HU CARES Committee (Center for Advocacy, Resources, Education, and Support)
- Background Investigator
- Member of Drug Takeback Program
- Revise policies and procedures for the Department

Las Vegas City Police, Las Vegas, New Mexico
Appointed Commander Accreditation/Operations/Planning/Communications
April 21, 2014-September 2015

- Instrumental in obtaining Law Enforcement Accreditation through the New Mexico Municipal League for the first time in Las Vegas Police Department History
- Assist in formulating policies and regulations for the Department, and serve as acting Chief in the absence of higher command.
- Instruct and train officers and assist those concerning difficult police problems and cases.
- Prepare reports on a number of police activities i.e. (Grants)
- Supervise all personnel within the division.
- Ensure that all staff are aware of policy rules and regulation changes along with court rulings.
- Audit performance of supervisors and staff in assigned division
- Takes measures when a supervisor performs unsatisfactory
- Submit written reports to the Chief of Police
- Other duties as assigned by the Chief of Police
- Administer Grant funding
- Prepare schedules and assign personnel for events in the City of Las Vegas.

Las Vegas, New Mexico
Lieutenant Criminal Investigations Division
July 2008 – 2014

- Oversee the daily operations of the Investigations, Evidence, and Region IV Narcotics Division.
- Review reports on daily bases for solvability and assign to investigator
- On call status
- Prepare reports for District Attorney's Office for prosecution
- Approve reports turned in by investigators.
- Draft arrest warrants, search warrants, statement of probable cause, criminal complaints.
- Review adult protective and children youth and family reports.
- Case file management
- Accreditation
- Bike Patrol Supervisor

- Investigate crimes such as homicides, robberies, unattended deaths, fraud, forgeries, identity theft, child abuse, motor vehicle theft, sexual assaults and any other felonious crime that is forward to our section
- Court documented blood spatter expert
- Other duties as assigned.

Las Vegas City Police, Las Vegas, New Mexico
Sergeant
November 2003-2008

- Supervise police officers, review and revise reports, prepare work schedules
- Prepare monthly reports, obtain required signatures and documents from the courts
- Respond and assist with calls for service, administer monthly inspections of vehicles, weapons, and personnel
- Other administrative duties as required

Las Vegas City Police, Las Vegas, New Mexico
Criminal Investigator
June 2000-November 2003

- Investigated crimes such as homicides, burglaries, fraud, forgeries, auto theft, embezzlements, sexual crimes, etc.
- Trained for and performed background investigations, advanced crime scene investigations, digital photography, blood stain pattern analysis, and interview and interrogations
- Trained incoming investigators

Las Vegas City Police, Las Vegas, New Mexico
Police Officer
August 1995-June 2000

- Performed basic police officer duties such as responding to and assisting with calls for service (e.g. traffic accidents, domestic violence, burglaries, etc.)
- Prepared reports and investigated petty crimes

Skills:
Ability to speak, read, and write in Spanish, Computer Knowledge of Windows, Tyler system, SIREN/Alliance system

Organizations:
New Mexico Fraternal Order of Police Chairman of the State Trustees, Former Las Vegas Little League Coach, Former Luna Community College Baseball Coach, Immaculate Conception Marriage Program Steering Committee President, former Vice President, Las Vegas ACTS, Las Vegas Elks Member\

Awards: 2 Life Saving Medals, Las Vegas Police Department, 1 Life Saving Medal, New Mexico Energy, Minerals, and Natural Resources Department (Storrie Lake State Park), 2 Exceptional Duty Medals, 20 +/- Letters of Accommodation

City of Las Vegas Job Description

JOB TITLE: Chief of Police **JOB CODE:** 1201

PAY GRADE: 51 As Per Current Pay Plan - 2010

DEPARTMENT: Las Vegas Police Department

DIVISION: Administration

SUPERVISION RECEIVED: This position is a Department Head level position and work is performed under the direct supervision of the City Manager. This position is appointed and dismissed by Mayor and confirmed by the Council, upon recommendation by the City Manager. The position does not fall within the city's Merit System pay Plan for the purposes of dismissal. (Authority: Art. III, Section 8 of the City Charter, and Section 2-6-10.2 (A) of the City's Personnel Rules and Regulations)

SUPERVISION GIVEN: Supervises and directs the Police Department.

PURPOSE AND NATURE OF JOB

The Chief of Police is the executive head of the Department of Police. He is vested within and responsible for the total administration and operation of the department.

He/she is a commissioned Police Officer of the City of Las Vegas.

Due to federal, state and departmental laws and/or regulations, must be able to maintain confidentiality and security regarding all legal and operational matters learned, seen or heard as a result of employment.

DESCRIPTION OF TASKS PERFORMED

- The Chief of Police will establish all policy and operation procedures relative to the responsibilities of this department. He/she is responsible for the recruitment, training, and commissioning of all police personnel and the hiring, training, and work description of all other employees.
- Oversees day to day departmental functions including performing a variety of complex administrative, supervisory and professional work in planning, coordinating and directing the activities.
- He/she is responsible for the total program development of the following major areas; Public Safety Planning, Parking and Traffic Enforcement, Alarm System, records Maintenance, Communications System, Personnel Administration, Budgeting, and Investigation Follow-Up of all crime within a Municipal setting.
- Meet with elected or appointed officials, other law enforcement officials, community and business representatives and the public on all aspects of the Department's activities.

- Explain, justify and defend department programs, policies and activities; negotiate and resolve sensitive and controversial issues.
- Attend or designate personnel to attend conferences and meetings to keep abreast of current trends in the field; represent the City Police Department in a variety of local, county, state and other meetings.
- Attend and participate in City Council meetings, professional group meetings, and related events; stay abreast of new trends and innovations in the field of law enforcement.
- Represent the Police Department to other departments, elected officials, media and outside agencies; coordinate assigned activities with those of other departments and outside agencies and organizations.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- Ability to deal with the public in a pleasant and courteous manner.
- Proficiently operate and maintain all equipment necessary in the performance of duty.
- Ability to perform work requiring good physical condition.
- Shall follow all City of Las Vegas and Departmental Rules, Regulations, Policies, Procedures, etc., and shall ensure compliance by subordinates.

DESCRIBE MACHINE, TOOLS, EQUIPMENT, WORK AIDS USED

Copy machine, calculator, computer and printer, telephone, television, VCR/DVD, automobile, tape recorder, ear phones, fax machine and other general office materials and equipment. Standard issue police equipment necessary to fulfill the duties of the position.

GENERAL EDUCATION REQUIREMENTS

Must have a high school diploma or GED Equivalent; must have completed appropriate level of management training courses. Police administration experience preferable.

SPECIAL VOCATIONAL REQUIREMENTS

LICENSE:

Must possess a valid New Mexico Class V Operators drivers license and be insurable by the City's insurance carrier.

CERTIFICATION:

Basic Law Enforcement Training Certification
Ability to meet Department's physical standards.
CPR Training

SKILLS:

Skill in the use of the tools and equipment of the trade. Ability to train and supervise subordinate personnel. Ability to perform work requiring good physical condition. Ability to effectively communicate in writing and verbally. Ability to establish and maintain effective working relationships with subordinates peers and supervisors. Ability to give verbal and written

instructions. Ability to make independent judgments which have critical impacts. Ability to deal with the public in a pleasant and courteous manner. Must have excellent analytical, communicative and supervisor skills. Must be skilled as a liaison between the Police Department and other Law Enforcement Agencies and city Government.

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the public. Ability to communicate expectations to Officers and other subordinates through routine performance reviews.

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form. Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

KNOWLEDGE:

Must have current knowledge and understanding of administration of Police Services. Thorough knowledge of modern law enforcement principles, procedures, techniques, and equipment. Thorough knowledge of applicable laws, ordinances, and department rules and regulations. Must be proficient in liaison between this department and other Law Enforcement Agencies or related agencies.

WORK ENVIRONMENT:

Work is performed indoors and outdoors and occasionally in confined spaces. Subject to shift work, extended shifts, call-back status, and on-call status. Possibility of exposure to physical risk. The noise level in the work environment is usually moderate to loud occasionally.

PHYSICAL REQUIREMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job the employee is regularly required to: walk, sit, use hands and fingers, reach with hands and arms, talk and hear. May be required to stand for long periods. The employee must regularly lift and/or move up to 25 pounds and occasionally lift and/or move up to 100 pounds or more. This position must comply with physical fitness standards as set forth by the Department. Specific vision abilities required by this job include close vision, color vision, and ability to adjust focus.

NOTE: Due to the sensitivity of confidential information the position is subject to drug testing both pre-employment and random as set forth in the City of Las Vegas Drug Policy.

Job description approved and adopted by City Council on _____

_____		_____	
CITY MANAGER	DATE	EMPLOYEE	DATE

tdm/Apr2011

GENERAL FUND REVENUE COMPARISON
THRU JUNE 30, 2020 100% OF YEAR LAPSED (12 of 12 months)
FISCAL YEAR 2020

Total Budget to Actual Comparison

	A	B	C	D	E	G
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	(E/B) FY 2020 % REV
PROPERTY TAX	1,485,000	1,312,372	1,312,372	1,432,621	1,454,815	111%
GROSS RECEIPT TAX 1.225	3,550,000	3,550,000	3,550,000	3,527,601	3,883,110	109%
FRANCHISE TAX	750,000	750,000	750,000	816,327	790,530	105%
GROSS RECEIPT TAX .75	2,332,500	2,449,125	2,449,125	2,595,814	2,549,818	104%
1/8 INFRASTRUCTURE	372,000	372,000	372,000	382,685	404,999	109%
GRT .25 (JAN 2011)	1,060,000	1,060,000	1,060,000	1,084,144	1,118,548	106%
LICENSE & FEES	83,500	63,000	63,000	53,770	48,973	78%
INTERGOVERNMENTAL	77,144	76,500	76,500	83,583	73,861	97%
LOCAL-FINES	66,500	66,500	66,500	61,497	60,403	91%
LOCAL-MISC	1,648,800	1,667,450	1,667,450	1,820,144	1,773,353	106%
TOTAL	11,425,444	11,366,947	11,366,947	11,858,188	12,158,411	107%

(License& Fees-Business Licenses, Liquor Licenses and Building Permits,Development Fees)
(Local Fines- Court Fines, Library Fines, Traffic Safety Fines)

FISCAL YEAR 2020

Total Budget to Actual Comparison

	A	B	C	D	E	F	H
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	FY 2020 AVAIL. BAL.	(E/B) % BDGT
JUDICIAL	294,648	300,157	300,157	282,347	301,699	(1,542)	101%
GOVERNING BODY	73,038	72,409	72,409	73,521	66,873	5,536	92%
MAYOR	60,736	43,484	43,484	56,652	17,587	25,897	40%
MANAGER	261,412	264,452	264,452	195,233	273,369	(8,917)	103%
MUNICIPAL CLERK	222,499	270,729	270,729	228,080	279,421	(8,692)	103%
CITY ATTORNEY	229,704	218,052	218,052	142,217	180,670	37,382	83%
PERSONNEL/HR	245,259	249,961	249,961	197,693	200,067	49,894	80%
FINANCE	467,223	475,653	475,653	424,651	496,084	(20,431)	104%
COMMUNITY DEV.	528,706	506,791	506,791	336,375	365,429	141,362	72%
POLICE	4,006,680	4,277,031	4,277,031	3,813,282	3,840,882	436,149	90%
CODE ENFORCEMENT	150,334	142,021	142,021	102,745	46,729	95,292	33%
ANIMAL SHELTER	135,490	150,424	150,424	140,876	141,270	9,154	94%
FIRE	1,357,467	1,384,729	1,384,729	1,196,516	497,933	886,796	36%
PUBLIC WORKS/AIRPORT	450,832	487,071	487,071	417,071	420,747	66,324	86%
PARKS	290,709	290,323	290,323	216,789	231,432	58,891	80%
LIBRARY	200,046	232,272	232,272	194,663	246,615	(14,343)	106%
MUSEUM	148,116	154,939	154,939	131,111	117,448	37,491	76%
GENERAL SERVICES	3,161,410	2,723,568	2,723,568	2,087,901	2,024,396	699,172	74%
TRANSFERS	751,352	744,667	744,667	751,352	877,670	(133,003)	118%
TOTAL	13,035,661	12,988,733	12,988,733	10,989,075	10,626,322	2,362,411	82%

Surplus to Date 1,532,089

ENTERPRISE FUNDS-REVENUE COMPARISON
THRU JUNE, 2019 100% YEAR LAPSED (12 of 12 months)
FISCAL YEAR 2020

Total Budget to Actual Comparison

	A	B	C	D	E	G
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	(E/B) % BUDGET
WASTE WATER (610)	2,966,100	3,419,600	3,419,600	3,018,852	2,848,151	83%
NATURAL GAS (620)	5,036,000	5,041,250	5,041,250	5,356,037	5,200,436	103%
SOLID WASTE (630)	3,419,400	3,413,400	3,413,400	3,406,795	3,452,019	101%
WATER (640)	5,138,950	5,172,720	5,172,720	4,967,854	4,979,698	96%
Total of Enterprise Funds	16,560,450	17,046,970	17,046,970	16,749,539	16,480,305	97%

ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU JUNE 30, 2020 100% YEAR LAPSED (12 of 12 months)
FISCAL YEAR 2020

Total Budget to Actual Comparison

	A	B	C	D	E	F	H
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	FY 2020 AVAIL. BAL.	(E/B) % BUDGET
WASTE WATER(610)	3,317,958	4,671,737	4,671,737	3,201,552	3,442,336	1,229,401	74%
NATURAL GAS (620)	6,179,773	6,930,179	6,930,179	5,021,099	4,705,540	2,224,639	68%
SOLID WASTE (630)	3,760,097	3,781,260	3,781,260	3,301,291	3,175,620	605,640	84%
WATER (640)	4,707,663	5,481,285	5,481,285	4,350,365	5,342,273	139,012	97%
Total of Enterprise Funds	17,965,491	20,864,461	20,864,461	15,874,306	16,665,769	4,198,692	80%

Deficit to Date (185,464.74)

RECREATION DEPARTMENT-REVENUE COMPARISON
THRU JUNE 30, 2020 - 100% OF YEAR LAPSED 12 OF 12 MONTHS
FISCAL YEAR 2020

	A	B	C	D	E	G (E/B)
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	% REV
RECREATION-TAXES (Cig)	0	0	0	0	0	0%
WELLNESS CENTER	115,000	115,000	115,000	106,202	66,658	58%
OPEN SWIM	20,000	10,000	10,000	10,632	4,705	47%
YAFL	0	0	0	0	0	0%
YABL/ADULT BASKETBALL	16,500	16,500	16,500	6,977	1,247	8%
SUMMER FUN PROGRAM	26,000	30,000	30,000	21,756	28,730	96%
RECREATION-OTHER	85,000	62,500	62,500	51,265	24,020	38%
GEN FUND TRANSFER	400,000	400,000	400,000	400,000	400,000	100%
TOTAL	662,500	634,000	634,000	596,831	525,360	83%

RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU JUNE 30, 2020 - 100% OF YEAR LAPSED 12 OF 12 MONTHS
FISCAL YEAR 2020

	A	B	C	D	E	F	H (E/B)
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	FY 2020 AVAIL. BAL.	% BDGT
EMPLOYEE EXP.	633,166	619,444	619,444	492,796	568,470	50,974	92%
YAFL	0	0	0	0	0	0	0%
YABL/ADULT BASKETBALL	8,500	8,500	8,500	6,491	4,785	3,715	56%
OTHER OPERATING EXP.	95,350	83,850	83,850	68,533	60,783	23,067	72%
CAPITAL OUTLAY	9,500	9,500	9,500	4,945	2,576	6,924	27%
TOTAL	746,516	721,294	721,294	572,765	636,614	84,680	88%

Deficit to Date	(111,254)
W/out Transfer	(400,000)
Deficit to Date	(511,254)

LODGERS TAX PROMOTION - REVENUE COMPARISON
THRU JUNE 30, 2020 - 100% (100.00%) OF YEAR LAPSED 12 OF 12 MONTHS
FISCAL YEAR 2020

	A	B	C	D	E	G (E/B)
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	% REV
LODGER'S TAX PROMO	328,000	301,600	175,933	351,457	292,767	89%
LODGER'S TAX - INFRASTRUCTURE	82,000	75,400	43,983	0	73,679	90%
TOTAL	410,000	377,000	219,917	351,457	366,446	89%

LODGERS TAX PROMOTION - EXPENDITURE COMPARISON
THRU JUNE 30, 2020 - 100% (100.00%) OF YEAR LAPSED 12 OF 12 MONTHS
FISCAL YEAR 2020

	A	B	C	D	E	F	H (E/B)
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	FY 2020 AVAIL. BAL.	% BDGT
EMPLOYEE EXP.	44,729	42,389	24,727	38,494	20,978	21,411	49%
OPERATING EXPENSES	26,561	24,100	14,058	18,388	15,230	8,870	63%
PUBLICATIONS & ADVERT	175,158	140,900	82,192	115,301	83,124	57,776	59%
CONTRACTUAL SERVICES	304,238	229,738	134,014	121,781	105,151	124,587	46%
CAPITAL OUTLAY	2,000	76,400	44,567	0	29,140	47,260	38%
TRANSFERS	51,567	41,956	24,474	47,251	41,956	0	100%
TOTAL	604,253	555,483	324,032	341,215	295,580	259,903	53%

Surplus to Date 70,866

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 7/2/2020 **DEPT:** Human Resource **MEETING DATE**: 7/15/2020

ITEM/TOPIC: Public Hearing/Adoption of Ordinance 20-04.

ACTION REQUESTED OF COUNCIL: Conduct a Public Hearing and Approval/Disapproval to adopt Ordinance 20- 04 to amend the Code of the City of Las Vegas, Chapter 66, Personnel Rules, Section 52, entitled Vacation Leave.

BACKGROUND/RATIONALE: Review and consider changes to City's vacation policy so that policy reflects current practice. Ordinance 20-04 has met the publication requirements.

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Donna Castro

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

William Taylor

WILLIAM TAYLOR, CITY MANAGER

SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND RESOLUTIONS MUST BE REVIEWED)

FINANCE DIRECTOR
(PROCUREMENT)

Revised 4/20/2020

CITY OF LAS VEGAS, NEW MEXICO
Ordinance No. 20-04

AN ORDINANCE TO AMEND the Code of the City of Las Vegas, Chapter 66 Section 52 thereof, entitled "Vacation Leave". This Ordinance is enacted pursuant to Section 2.02 of the City of Las Vegas Municipal Charter, and is an exercise of the City of Las Vegas home rule powers.

BE IT ENACTED by the Governing Body of the City of Las Vegas as follows:

Section 1. Chapter 66 Section 52, entitled "Vacation Leave", of the Code of the City of Las Vegas is hereby amended to read as follows:

A. Vacation leave shall be granted to regular employees according to the following guidelines:

(1) Regular full-time-status employees with one to 60 months of service (1 to 5 years) shall accumulate 8 hours of vacation leave per month.

(2) Regular full-time-status employees with 61 to 180 months service (5 to 15 years) shall accumulate 10 hours of vacation leave per month.

(3) Regular full-time-status employees with 181 months and over of service (15 years or more) shall accumulate 12 hours of vacation leave per month.

B. Department directors shall accumulate 12 hours of vacation leave per month equal to 18 working days per year regardless of seniority. Department directors shall be allowed to accumulate up to 312 hours of vacation leave equal to 39 regular working days. At no time will a Department Director accumulate more than 312 hours of vacation leave.

C. Scheduling. Vacation leave shall be taken in increments but the employee may only take vacation leave if it has been accumulated. The Department Director or designee thereof shall schedule, at their sole discretion, vacation leave for all regular-status employees upon the request of the employee one each calendar year, if the employee has accumulated 40 hours or more of vacation leave. No employee shall be granted more than 20 days or 160 hours of vacation leave within a 12 month period. Employees planning to utilize vacation leave shall give written notice of said leave, within a reasonable period of time, but no less than 5 working days prior to taking vacation.

D. Pay for unused vacation leave upon termination.

(1) Regular full-time status employees. Any vacation leave accumulated but not taken at the time of employment termination shall be paid in full, not to exceed 240 hours.

(2) Department Directors. Any vacation leave accumulated but not taken at the time of employment termination shall be paid in full, not to exceed 312 hours.

(3) The separation form must be signed by all appropriate parties prior to the payment of unused vacation leave.

E. Regular-status employees shall be allowed to accumulate up to 240 hours of vacation leave, equal to 30 regular working days. At no time shall the employee accumulate more than 240 hours of vacation leave.

F. Vacation leave is not accumulated for periods during the time an employee does not work due to suspension without pay, administrative leave without pay, or any other such leave identified to be without pay.

G. ~~Donation of vacation leave time. Donation of vacation leave is prohibited.~~

H. Vacation leave upon retirement. An employee who has accumulated vacation leave at the time of their retirement shall have their leave paid out in a lump sum, in accordance with Section 66-52(D), by the City based upon availability of funds. This section applies retroactively to employees retiring after July 1, 2010.

Section 2. Severability. The provisions of this ordinance are declared to be severable, and if any portion of this ordinance, for any reason, is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this ordinance.

Section 3. Effective Date. This ordinance shall become effective upon the execution by the Mayor and the affirmative vote of the majority of the Governing Body.

PASSED, ADOPTED and ENACTED this _____ day of June, 2020.

_____
Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

_____
Casandra Fresquez, City Clerk

_____
Scott Aaron, City Attorney

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/07/2020 DEPT: Fire Department MEETING DATE: 07/15/2020

ITEM/TOPIC: Public Hearing /Adoption of Ordinance# 20-03

ACTION REQUESTED OF COUNCIL: Conduct a Public Hearing/ Approval-Disapproval to adopt Ordinance# 20-03 amending the current fire code.

BACKGROUND/RATIONALE: Update to current fire code enforcement standards which will be in compliance and coincide with the New Mexico State Fire Marshal's office. This will also establish City of Las Vegas Code Enforcement Bureau Standards, Penalties, fees and enforcement process.

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

William Taylor

WILLIAM TAYLOR, CITY MANAGER

SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND RESOLUTIONS MUST BE REVIEWED)

MARY ROMERO, FINANCE DIRECTOR
(PROCUREMENT)

Revised 4/20/2020

CITY OF LAS VEGAS, NEW MEXICO
Ordinance No. 20-03

AN ORDINANCE TO AMEND the Code of the City of Las Vegas, by deleting and repealing Chapter 233 thereof, entitled "Fire Prevention", and replacing it with a new Chapter 233, to be entitled "Fire Code", which shall create the City of Las Vegas Fire Department Fire Prevention/Enforcement Bureau, the City Fire Marshal, and create fees, penalties and enforcement powers. This Ordinance is enacted pursuant to NMSA 3-18-6, 3-18-11 and 60-2C-1 et al., NMAC 10.25.5 and 10.25.6, City of Las Vegas Municipal Charter Section 2.02, and is an exercise of the City of Las Vegas home rule powers to provide for the health, safety and protection of its residents and visitors.

BE IT ENACTED by the Governing Body of the City of Las Vegas as follows:

Section 1. The Code of the City of Las Vegas is hereby amended by deleting and repealing Chapter 233 Fire Prevention.

Section 2. Severability. The provisions of this ordinance are declared to be severable, and if any portion of this ordinance, for any reason, is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this ordinance.

Section 3. Effective Date. This ordinance shall become effective upon the execution by the Mayor and the affirmative vote of the majority of the Governing Body.

Section 4. The Code of the City of Las Vegas is hereby amended by adding thereto a new chapter, to replace Section 233 hereinabove repealed, to be Section 233 Fire Code, to read as follows:

§ 233-1 Definitions.
§ 233-2 Adoption of Fire Code.
§ 233-3 Adoption of Life Safety Code.
§ 233-4 Standards for flammable and combustible liquids.
§ 233-5 Standards for automotive and marine service stations.
§ 233-6 Unlawful to interfere with fire controls.
§ 233-7 Solid fuel burning appliance chimney.
§ 233-8 Storage of firewood.
§ 233-9 Fire hydrants.
§ 233-10 Fee schedule.
§ 233-11 Assisting fire departments.

§ 233-1 Definitions.

(1) Fire Chief means the Director of the Fire Department and the authority having jurisdiction regarding the Fire Code within the city limits of the City of Las Vegas.
(2) Fire Marshal means the Deputy Fire Chief charged with enforcement of the fire code; interchangeable with the terms City Fire Marshal and/or Fire Code Official, as such terms may appear herein.
(3) Jurisdiction means all places, persons and entities located within the corporate city limits of the City of Las Vegas, New Mexico.
(4) Cease and Desist means and shall be interchangeable with Stop Work Order in accordance with Section 111 of this Fire Code and all other referenced portions of code.
(5) IBC means the International Building Code, 2015 edition, published by International Code Council, Incorporated.
(6) IEBC means the International Existing Building Code, 2015 edition, published by International Code Council, Incorporated.
(7) IFC means the International Fire Code, 2015 edition, published by International Code Council, Incorporated.
(8) NFPA 1 means the Fire Prevention Code, 1997 edition, published by the National Fire Protection Association.
(9) NFPA 101 means the Life Safety Code, 1997 edition, published by International Code Council, Incorporated.
(10) NMMC means the New Mexico Mechanical Code, 2012 edition.
(11) IMC means the International Mechanical Code, and for purposes of this Fire Code all references made in the IFC to the International Mechanical Code shall mean New Mexico Mechanical Code.
(12) IPC means International Plumbing Code, and for purposes of this Fire Code all references in the IFC to the International Plumbing Code shall mean the New Mexico Plumbing Code.
(13) Operational Permit means the required documentation for all business to operate within the city limits of Las Vegas. This includes, without limitation, permanent facilities, temporary facilities (including tents), and mobile food vendors. Operation Permits shall be renewed on an annual basis.

§ 233-2 Adoption of Fire Code.

A. The city hereby adopts the "International Fire Code, 2015 edition" including appendices B, C, and D, all of the regulation, provisions, penalties, conditions, limitations, referenced standards, and terms of said Fire Code, by reference, together with all amendments thereto, and revisions, modifications and recompilations thereof, with the following specific sections being amended as follows:

Section 101.1 – The term "[NAME OF JURISDICTION]" is hereby deleted and replaced with "the City of Las Vegas, New Mexico (the "City")".

Section 103.1 Shall be amended to read:

> Section 103.1 – General. The City of Las Vegas Fire Department, Fire Prevention/Enforcement Bureau (the "Bureau"), is hereby established within the jurisdiction of the City under the direction of the City Fire Marshal, referred to herein as the fire code official. The function of the Bureau shall be the implementation, administration and enforcement of the provisions of this code. The fire code official and his agents shall be authorized to cite and/or enforce this code to the full extent of the law.

Section 105.7.9 shall be amended to read:

> Section 105.7.9 – Gates, fences, and barricades. A construction permit is required for the installation or modification of a gate, fence or barricade across a fire apparatus access road, within 75 feet of a structure, or within 10 feet of a fire hydrant. This includes temporary barricades, fences, or gates.

Section 105.7.13 shall be amended to read:

> Section 105.7.13 – Fire Hydrants. A construction permit is required for the installation, removal, or modification of fire hydrants. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit. This provision does not apply to fire hydrant installation conducted by City employees working within the scope of their duties and their authority as a City employee.

Section 108.1 through 108.3 is deleted in its entirety and is hereby replaced with the following:

108. Board of Appeals.

108.1. General: Membership.

> One integrated board of appeals is established hereunder for the purposes of this Code. The membership of the board shall consist of five voting members having the qualifications established by this section. Members shall be nominated by the code official or the chief administrative officer of the jurisdiction, subject to confirmation by a majority vote of the City's governing body. Board members shall not be officers, agents, or employees of the City. Members shall serve without remuneration or compensation,

and shall be removed from office prior to the end of their appointed terms only for cause or by majority vote of the City's governing body. The board shall be constituted as follows:

A. Design professional. One member shall be a practicing design professional registered in the practice of engineering or architecture in the state in which the board is established.

B. Fire protection engineering professional. One member shall be a qualified engineer, technologist, technician, or safety professional trained in fire protection engineering, fire science, or fire technology. Qualified representatives in this category shall include fire protection contractors and certified technicians engaged in fire protection system design.

C. Industrial safety professional. One member shall be a registered industrial or chemical engineer, certified hygienist, certified safety professional, certified hazardous materials manager, or comparably qualified specialist experienced in residential, commercial or industrial safety.

D. General contractor. One member shall be a contractor regularly engaged in the construction, alteration, maintenance, repair, or remodeling of buildings or building services and systems regulated by the code.

E. General industry or business representative. One member shall be a designated representative of business or industry not represented by a member from one of the other categories of board members described above.

108.2. Terms of office.

Members shall be appointed for terms of four years. No member shall be reappointed to serve more than two consecutive full terms.

A. Initial appointments. Of the members first appointed, two shall be appointed for a term of 1 year, two for a term of 2 years, one for a term of 3 years.

B. Vacancies. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Members appointed to fill a vacancy in an unexpired term shall be eligible for reappointment to two full terms.

C. Removal from office. Members shall be removed from office prior to the end of their terms only for cause. Continued absence of any member from regular meetings of the board shall, at the discretion of the applicable governing body, render any such member liable to immediate removal from office.

D. Quorum. Three members of the board shall constitute a quorum. In varying the application of any provisions of this code or in modifying an order of the fire official, affirmative votes of the majority present, but not less than three affirmative votes shall be required.

E. Secretary of board. The code official shall act as secretary of the board and shall keep a detailed record of all its proceedings, which shall set forth the reasons for its decisions, the vote of each member, the absence of a member, and any failure of a member to vote.

F. Legal counsel. The City attorney may furnish legal counsel to the board to provide members with general legal advice concerning matters before them for consideration.

108.3. Meetings.

The board shall meet at regular intervals, to be determined by the chairperson. In any event, the board shall meet within ten days after notice of appeal has been received.

108.4. Conflict of interest.

Members with a material or financial interest in a matter before the board shall declare such interest and refrain from participating in discussions, deliberations, and voting on such matters.

108.5. Decisions.

Every decision shall be promptly filed in writing in the office of the code official and shall be open to public inspection. A certified copy shall be sent by mail or otherwise to the appellant, and a copy shall be kept publicly posted in the office of the code official for two weeks after filing.

108.6. Procedures.

The board shall be operated in accordance with the New Mexico Administrative Procedures Act.

108.7. Scope of authority.

The board of appeals shall have no authority to interpret the administrative provisions of this code nor shall the board be empowered to waive requirements of this code, but shall only determine whether the provisions of this Code were properly applied to the appellant's matter.

Section 109.4 – Shall be amended to read:
Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a civil offense, punishable by a fine not to exceed $500.00.

Section 111.4 – Shall be amended to read:

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine not to exceed $500.00.

B. The City hereby adopts the following standards as referred by IFC 2105 in accordance with NMAC 10.25.5.7:

(1) International Building Code, 2015 Edition as referenced in IFC 2015.
(2) International Existing Building Code, 2015 Edition as referenced in IFC 2015.
(3) New Mexico Mechanical Code, 2012 Edition, interchangeable International Mechanical Code.
(4) New Mexico Plumbing Code, 2015 Edition, interchangeable Uniform Plumbing Code.

§ 233-3 Adoption of Life Safety Code.

A. An owner of a property is not required to renovate or adapt an existing building or structure to comply with the IFC 2015, but shall comply with the requirements in place when the existing building or structure was constructed.

B. An existing structure that is renovated, as the term "renovated" is defined by the applicable local or state building code, but whose classification does not change, shall comply with IFC 2015.

C. Buildings or structures constructed prior to November 15, 2007, which fall under NFPA 1, 1997 edition, and NFPA 101, 1997 edition, shall be required to have a permit using the requirements of IFC 2015, section 105, prior to installation of any new, renovated, or partial fire protection system.

D. Buildings which were initially inspected under IFC 2015 as per the requirements for new construction under Subsection B of 10.25.2.19 NMAC will be inspected per IFC 2015.

E. Any new building, new alteration, new addition, or new structure after the effective date of the adoption of the IFC 2015 shall comply with the IFC 2015.

§ 233-4 Standards for flammable and combustible liquids.

Any building, structure, or facility that does not fall within the exception of Section 6, Subsection A of the NFPA 30, Standards for Automotive and Marine Service Stations, 1984

Edition, or that is constructed after November 15, 2007, shall comply with the most recent applicable referenced standard for flammable and combustible liquids as referenced by fire code.

§ 233-5 Standards for automotive and marine service stations.

Any building, structure, or facility that does not fall within the exception of Section 6, Subsection A of NFPA 30A, Standards for Automotive and Marine Service Stations, 1984 Edition, or that is constructed after November 15, 2007, shall comply with the most recent applicable referenced standard for flammable and combustible liquids as referenced by fire code.

Article II. Policies

§ 233-6 Unlawful to interfere with fire controls.

The prohibited interference with fire controls consists of:

(1) Giving a false alarm to any public officer or employee, whether by means of a fire alarm or otherwise;
(2) Interfering with the proper functioning of a fire alarm system, sprinkler system or any fire suppression system;
(3) Interfering with the lawful duties of any firefighter, fire department employee, city fire marshal, or fire chief in the performance of their duties;
(4) Using city owned or leased fire apparatus or firefighting equipment without proper authority; or
(5) Impersonating a fire official.

§233-7 Solid fuel burning appliance chimney.

Connectors serving solid-fuel-burning appliances shall not be connected to chimneys serving any other fuel-burning appliance unless the appliance to be installed has been approved by the Nationally Organized Testing Agency for connection to a chimney serving a fuel-burning appliance of any type.

§233-8 Storage of firewood.

A. No more than one full cord (measured as four feet zero inches by four feet zero inches by eight feet zero inches) of firewood shall be stored within a structure or upon a porch or patio connected thereto unless otherwise approved by the City Fire Marshal.

B. Amounts of firewood larger than one full cord shall be stored as far as possible from any structure as the physical limits of the property will permit. No woodpile shall be stacked higher than five feet unless properly contained to prevent collapse.

C. Firewood not for consumption on the premises shall be stored in the following manner:

(1) Individual piles that shall not exceed 5,000 square feet of contiguous area. Piles shall not exceed 50,000 cubic feet in volume or 10 feet in height.

(2) A clear space of at least 40 feet shall be provided between piles. The clear space shall not contain combustible material or nonfire-resistive vegetation.

§ 233-9 Fire hydrants.
A. General Information.

(1) City of Las Vegas Fire Department experience, National Fire Codes, Fire Insurance Regulations, ISO office and the City of Las Vegas Water Department provide the hydrant criteria which is used to determine required protection.

(2) The purpose of this Section 233-9 is to (i) attain adequate fire protection of life and property; (ii) achieve orderly development of the fire hydrant protection system; (iii) set forth guidelines and rules for development of a fire hydrant system; and (iv) set forth guidelines for the testing of a fire hydrant system. Said policies are the joint effort of the City of Las Vegas Fire Department and the City of Las Vegas Water Department.

(3) Water mains.

(a) Fire hydrants are generally installed on property sized water mains when water lines are extended, according to spacing criteria that varies according to proposed land use adjacent to the water line. The fire hydrant protection system may have to be supplemented with additional hydrants when actual development takes place.

(b) Cases also exist where water mains have been extended through undeveloped areas on unplatted land, and hydrants do not exist. Necessary hydrants must be installed when properly sized main lines exist adjacent to the undeveloped land. When properly sized main lines do not exist to provide required fire hydrant protection, it shall be the responsibility of the installer to upgrade the main to the appropriate size.

(4) Fire hydrants are to be located within the public right-of-way. The type of layout and size development shall dictate location of fire hydrants on private property.

(5) Each development is analyzed for fire hydrant needs by the City of Las Vegas Fire Department.

B. General fire hydrant location requirements.

(1) Definitions. As used in this section, the following terms shall have the meanings indicated below:

(a) Heavy use commercial shall mean properties consisting of 18,000 square feet or more and operating as light industrial, shopping center, high rise building, or multifamily units.

(b) Light use commercial shall mean properties consisting of less than 18,000 square feet and operating as light industrial, shopping center or multifamily with five or more units, which shall include townhouses.

(c) Residential shall mean single-family and two-family dwellings, duplexes, triplexes.

(2) Hydrant spacing requirements are 500 feet for residential, 450 feet for light commercial and 300 feet for heavy commercial.

(3) In residential areas and mobile home parks, there shall be one hydrant at each intersection with intermediate hydrants so that no hydrant is more than 500 feet from any other hydrant.

C. New buildings, building additions or building reconstruction. The following applies to buildings for which a building permit is required, including construction, additional construction or reconstruction.

(1) The City Fire Department shall review development plans to determine the fire hydrant protection requirements, the location, spacing and number of hydrants. Once the fire hydrant protection requirements are established in writing, the developer or builder shall make arrangements with the City of Las Vegas Water Department to provide the necessary water flow requirements.

(2) Hydrants shall be installed according with this Code's Chapter 440, Water Service and Operations, policies and standards and shall be available for use prior to the beginning of construction.

(3) Hydrants shall be installed at the developer or builder's expense, including (i) extension of City-owned water lines in accordance with City water extension policies; (ii) addition of fire hydrants to existing water lines; and (iii) private fire lines.

D. Existing development fire hydrant deficiencies. This following applies to existing development and buildings.

(1) The City Fire Department shall determine deficiencies in fire hydrant protection located on public rights-of-way.

(2) Where existing development poses a danger of life and property due to fire hydrant deficiencies existing on the private fire protection system, the City Fire Department shall require deficiency correction. The cost of this type of fire hydrant protection shall be solely the responsibility of the system owner.

E. Fire hydrant regulations.

(1) Fire Hydrants shall be regulated by this "Fire Code" Chapter 5 and Appendix C in the IFC, NFPA 291, Recommended Practice for Fire Flow Testing and Marking of Hydrants, 2019 Edition, and all Referenced Standards. This shall include but not limited to maintenance, inspections, testing, installation, and markings thereof.

(2) When two or more codes are in conflict the stricter of the two shall apply.

(3) Fire Hydrant Installation and Maintenance Requirements. In addition to the standards contained in this Fire Code, the following standards shall apply to all new hydrant installations, replacement and maintenance of existing hydrants on public water system that are required by the IFC to provide fire flow:

(a) For all new hydrant installations, either public or private, the installer shall color code the tops of the hydrant(s) to designate the level of service being provided by that hydrant. Color coding for existing and new hydrants shall be in accordance with the following:

Light Blue	1,500 GPM or greater
Green	1,000 to 1,499 GPM
Orange	500 to 999 GPM
Red	Less than 500 GPM
Black	Permanently Out of Service

(b) In addition to color coding new hydrants the installer shall also install blue street reflectors to indicate hydrant locations. Color coding of new hydrant(s) and the installation of blue street reflectors shall be completed prior to final approval of any development or new construction.

(c) Internal maintenance of public hydrants shall be the responsibility of the City Water Department. Private fire service hydrants and mains shall be protected and maintained by the owners in accordance with this Fire Code.

(d) Vehicles shall not be parked within 15 feet of a fire hydrant or fire department connection or a fire protection system control valve. These areas shall be marked with red and shall contain in white lettering "FIRE LANE – NO PARKING" in accordance with the Fire Code and the Fire Marshall's approval.

§ 233-10 Fee schedule.

Fees for permits and inspections will be collected in accordance with the fee schedule. Funds collected shall be placed into the 764 Fire Prevention Fund for support and growth of the Fire Prevention and Enforcement Bureau and its fire prevention operations.

Annual Permits:

Operational Permits (Per fire code and annual inspection)	$25.00
Fireworks Vendor Permit (NMSA 60-2C-4 Section C)	$25.00
Certificate of Fitness Permit (Must have NMSFO COF)	$25.00

§ 233-11 Assisting fire departments.

In the event that the intensity of a fire within the City requires the assistance of other fire departments or other entities, all such assistance shall be under the general supervision and control of either the City's Fire Chief or the Fire Chief's designated agent.

PASSED, ADOPTED and ENACTED this _____ day of June, 2020.

Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 7/2/2020 **DEPT:** City Clerk **MEETING DATE**: 7/15/2020

ITEM/TOPIC: Public Hearing /Application requesting a Small Brewer Liquor License.

ACTION REQUESTED OF COUNCIL: Conduct a Public Hearing and Approval/Disapproval of Application #1154391 requesting a Small Brewer Liquor License for Wanted Brewing Company, LLC, DBA Wanted Brewing & Distilling Company located at 400 Grand Ave., Las Vegas, NM.

BACKGROUND/RATIONALE: Wanted Brewing Company LLC submitted an application for a small brewer liquor license, with on premises consumption and package sales, with patio service. Public hearing and zoning requirements have been met.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

WILLIAM TAYLOR, CITY MANAGER

SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND RESOLUTIONS MUST BE REVIEWED)

FINANCE DIRECTOR
(PROCUREMENT)

Revised 4/20/2020

New Mexico Regulation and Licensing Department
ALCOHOLIC BEVERAGE CONTROL
PO Box 25101 ▪ Santa Fe, New Mexico 87504-5101
Phone: (505) 476-4875 ▪ Fax: (505) 476-4595 ▪ www.rld.state.nm.us/abc

Michelle Lujan Grisham
Governor

Marguerite Salazar
Superintendent

Andrew Vallejos
Director

Alcoholic Beverage Control
(505) 476-4875

May 22, 2020 **Certified Mail No.: 9171 9690 0935 0078 6734 62**

City of Las Vegas
Cassandra Fresquez, Clerk
1700 N. Grand Avenue
Las Vegas, NM 87701

9171 9690 0935 0078 6734 62

RECEIVED
JUN 01 2020
City Clerks
By: DS

RE: Lic. No. /Appl. No.: **Application No. 1154391**
Name of Applicant: Wanted Brewing Company, LLC
Doing Business as: Wanted Brewing & Distilling Company
Proposed Location: 400 Grand Ave.
Las Vegas, NM 87701

Greetings:

The Director of the Alcoholic Beverage Control Division has reviewed the referenced Application and granted **Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that "within forty-five **(45)** days after receipt of a Notice from the Alcoholic Beverage Control Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer," we recognize the potential for conflict between the requirement for publication of 30-day notice and the 45-day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned ABC Hearing Officer listed on Page 2.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;

(B) The action proposed to be taken by the Alcoholic Beverage Control Division;

(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING A SMALL BREWER LIQUOR LICENSE, WITH ON PREMISES CONSUMPTION AND PACKAGE SALES, WITH PATIO SERVICE.

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcoholic Beverage Control Division of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify the Alcoholic Beverage Control Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to the Alcoholic Beverage Control Division with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Tammy M Sandoval

Tammy M. Sandoval, Admin. Law Judge / Hearing Officer
New Mexico Regulation & Licensing Dept.
Alcoholic Beverage Control Division
PO Box 25101, Santa Fe, NM 87504-5101
Phone: (505) 476-4548 Fax: (505) 476-4595
Email: tammy.sandoval@state.nm.us

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of Zoning Statement

RECEIVED DEC 17 2019 ALCOHOLIC BEVERAGE CONTROL

RECEIVED NOV 13 2019 ALCOHOLIC BEVERAGE CONTROL

AGD USE ONLY: Payment| Application Fee $ 200 Received on: 12-18-19 Receipt No. 2251065

License Fee $ _____ Received on: _____ Receipt No. _____

Application # 1154391 Local Option District: _____

12/19/19 TS

SMALL BREWER LIQUOR LICENSE APPLICATION

$200.00 Application Fee, non-refundable.

Check appropriate boxes:

Application is for: ☒ New License ☐ Off-Site Location – 1st, 2nd, 3rd Master License No. _____

Applicant is: ☐ Individual ☒ Limited Liability Company ☐ Corporation ☐ Partnership (General/Limited)

NAME OF APPLICANT (company or individual) **ADDRESS (including city, state, zip)** **TELEPHONE NUMBER**

WANTED BREWING COMPANY LLC 400 GRAND AVE
LAS VEGAS, NM 87701

D/B/A Name to be used: WANTED BREWING AND DISTILLING COMPANY **Business Phone #:** _____

Email Address (required): WANTEDBREWINGCOMPANY@GMAIL.COM

Physical location where license is to be used: (Include street number / highway number / state road, city and county, state, and zip code)
400 GRAND AVE
LAS VEGAS, NM 87701

Are alcoholic beverages currently being dispensed at the proposed location? ☐ **Yes** ☒ **No** If Yes, License # / Type: _____

Mailing Address: 400 GRAND AVE LAS VEGAS, NM 87701

Agent/Contact Person: BRIAN MCGILL **Phone#:** (505) 603-6096 **Email:** MCGILLBRIAN@HOTMAIL.CO

I, (print name) BRIAN MCGILL, as (title) OWNER
being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date before a Notary Public.

Signature of Applicant: B. McGill Date: 11/13/19

NOTARY PUBLIC USE ONLY: (State of NEW MEXICO, County of SANTA FE

SUBSCRIBED AND SWORN TO before me this 13TH day of NOVEMBER, 2019

By: BRIAN MCGILL Notary Public: _____

My Commission Expires: 04/20/2022

OFFICIAL SEAL RANDALL BROKESHOULDER NOTARY PUBLIC - STATE OF NEW MEXICO My Commission Expires 04/20/2022

FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Village

Public Hearing held on _____, 20_____. Check one: ☐ Approved ☐ Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: ☐ Approved ☐ Disapproved

Signed by Director: _____ Date: _____

RECEIVED DEC 17 2019 ALCOHOLIC BEVERAGE CONTROL
RECEIVED NOV 13 2019 ALCOHOLIC BEVERAGE CONTROL

PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

NMSA §60-6B-10

1. The land and building which is proposed to be the licensed premises is: (check one)

☐ Owned by Applicant, copy of deed/document attached ☒ Leased by Applicant, copy of lease/document attached

☐ Other (provide details): _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): BRIAN MCGILL AND DARCY WEISNER

B. Date and Term of Lease: _____

3. Premises location is Zoned (*example C-1, see Zoning Statement*): C-2,

☒ **Zoning Statement attached**, which must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance* from nearest Church: (*Property line of church to closest point of licensed premises—shortest distance*)

Name of Church: FIRST METHODIST CHURCH Miles/feet: 0.4 MILES

Address/location of Church: 715 NATIONAL AVE LAS VEGAS, NM 87701

5. Distance* from nearest School: (*Property line of school to closest point of licensed premises—shortest distance*)

Name of School WEST LAS VEGAS Miles/feet 0.8 MILES

Address/location of School: 179 BRIDGE ST. LAS VEGAS, NM 87701

6. Distance from military installation *(*Property line of military installation to closest point of licensed premises-shortest distance.*)

Name of Military Installation, *circle one:* Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces), Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

Miles: 133

7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and **must be labeled** with designated areas highlighted, which will reflect the proposed Licensed Premises.

8. Type of Operation: ☐ Hotel ☐ Lounge ☐ Package Grocery ☒ Restaurant ☐ Racetrack

☒ Small Brewer ☒ Craft Distiller ☐ Winery ☐ Wholesaler

☐ Other (specify): _____

***NOTE:** If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

City of Las Vegas
1700 N. Gra Avenue | Las Vegas, NM 87701 | T 50 454.1401 | lasvegasnm.gov
Madam Mayor Tonita Gurulé-Girón

RECEIVED
DEC 17 2019
ALCOHOLIC BEVERAGE CONTROL

October 22, 2019

Brian McGill
5th Grade Enterprises, LLC
400 Grand Avenue
Las Vegas, NM 87701

RE: STATEMENT OF ZONING CERTIFICATION

To Whom It May Concern:

This statement certifies that the premises located at 400 Grand Avenue, Las Vegas, New Mexico 87701 are located within a C-2 (Central Business District).

As per the City's Zoning Code, §450-125. C-2 (Central Business District). B, (3) this zone is intended for eating and drinking places, including bars, restaurants and cocktail lounges. Your proposed use of the premises as a craft distillery/small brewery are allowed in this zone with the approval of a Special Use permit, as noted under §450-125. C-2 Central Business District. C. (7) and (9).

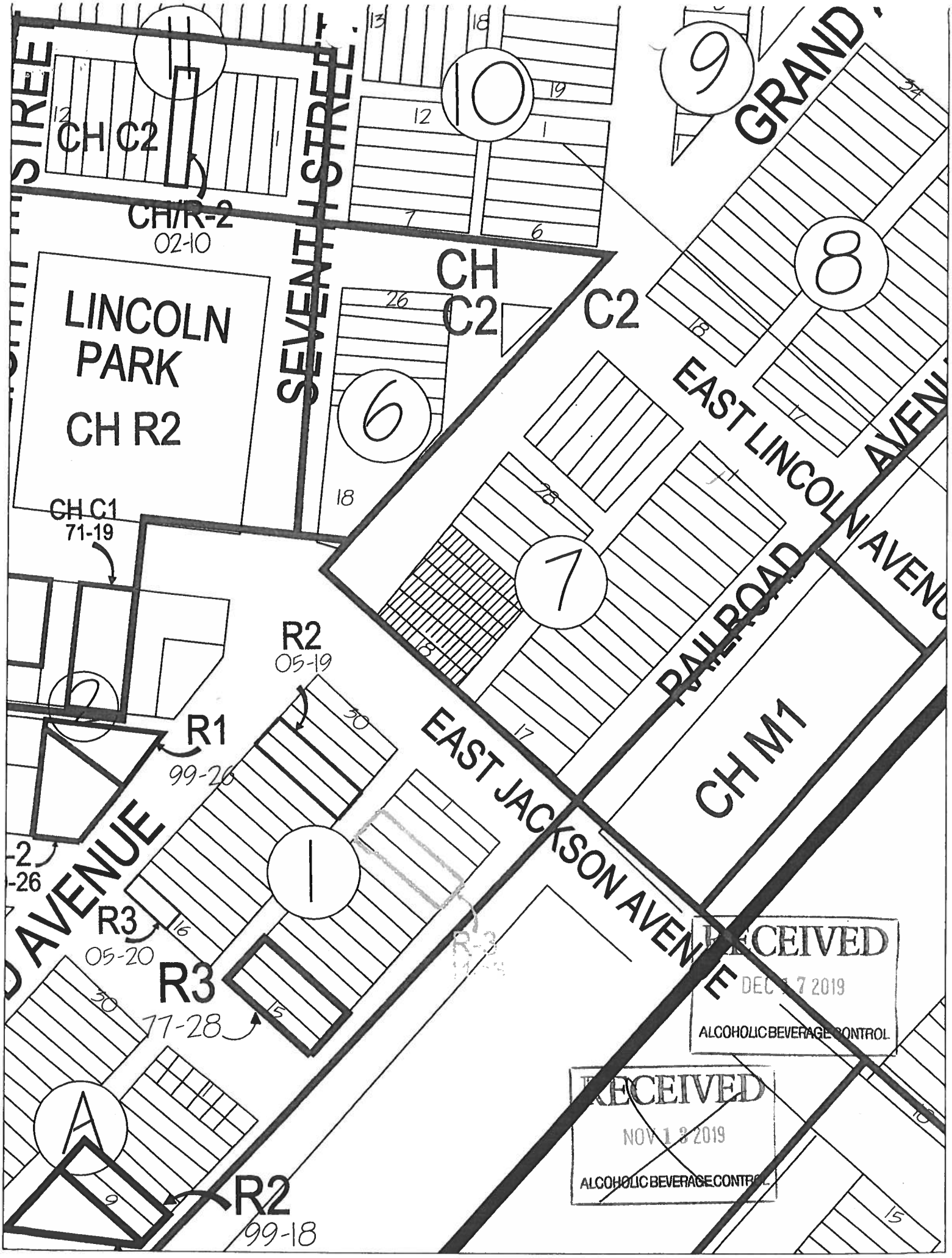
A copy of the zoning map and a copy of City Code §450-125. C-2 (Central Business District) are attached for your information.

If you have any questions or require further information, please feel free to contact me at (505) 454-1401, ext. 1608.

Sincerely,

Maria D. Perea
Planning & Zoning Coordinator

RECEIVED
NOV 13 2019
ALCOHOLIC BEVERAGE CONTROL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RECEIVED
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ALCOHOLIC BEVERAGE CONTROL
RECEIVED
NOV 18 2019
ALCOHOLIC BEVERAGE CONTROL

MEMORANDUM

TO: Casandra Fresquez, City Clerk

FROM: Maria D. Perea, P&Z Coordinator

FROM: Bill Hendrickson, CD Director

DATE: June 8, 2020

SUBJECT: Application No. 1154391 for a Small Brewer Liquor License with on premises consumption and package sales with Patio Service

Please be advised that we have reviewed the request submitted by Wanted Brewing Company, LLC, DBA Wanted Brewing & Distilling Company, 400 Grand Avenue, Las Vegas, New Mexico with Application No. 1154391 for a Small Brewer Liquor License with on premises consumption and package sales with Patio Service. Our findings are as follows:

- The property known as 400 Grand Avenue is zoned as a C-2 (Central Business District) and as per §450-125. C-2 Central Business District B. (3) Eating and drinking places, including bars, drive-in restaurants and cocktail lounges are permitted uses. The operation of a craft distillery/small brewery is allowed in this zone with the approval of a Special Use Permit. A Special Use Permit for above was approved by the City of Las Vegas Board of Adjustment on November 25, 2019.

- The First Methodist Church located at 715 National Avenue, is the nearest church to the proposed location and is approximately one thousand six hundred fifty-eight feet (1,568') from 400 Grand Avenue.

- West Las Vegas High School located at 157 Moreno Street is the nearest school to the proposed location and is approximately two thousand five hundred and eighty-eight feet (2,588') from 400 Grand Avenue.

- The nearest military installation is Kirtland Air Force Base, Albuquerque, NM and is approximately one hundred thirty (128) miles from 400 Grand Avenue.

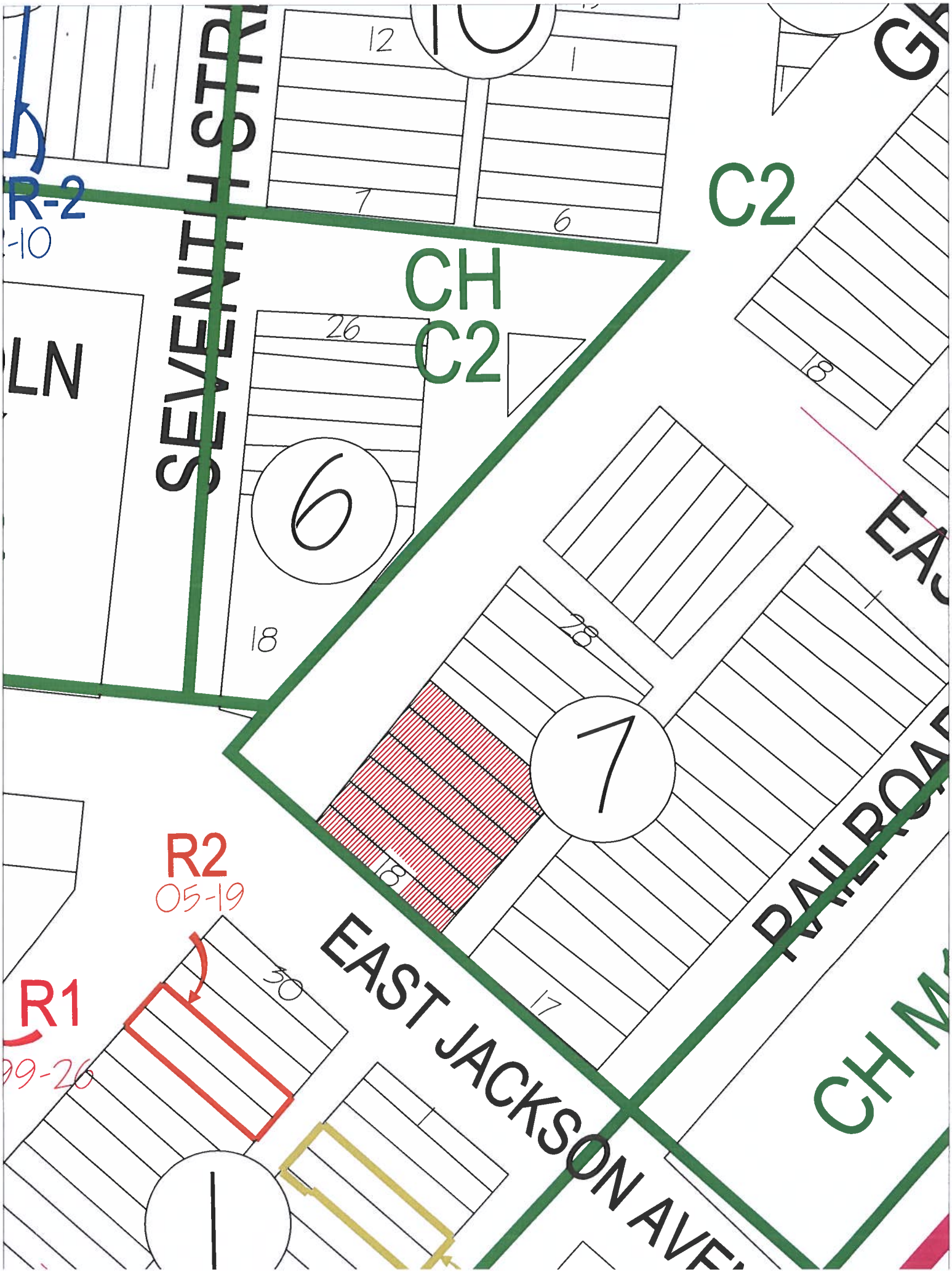
I have attached a portion of the Zoning Map with the approximate location of 400 Grand Avenue highlighted and an aerial map of the area showing the locations noted above. Also attached is a copy of the approval letter sent to applicant for the Special Use Permit for a Craft Distillery/Small Brewery at the above location

If you have any questions, please contact me at Ext. 1608.

Attachments: 3

XC: William Taylor, City Manager
Scott Aaron, City Attorney
David T. Bibb III, Chief of Police
Research File

#1: First Methodist Church, 715 National Avenue, Las Vegas, NM 87701 - - App. 1,658' from 400 Grand Avenue
#2: West Las Vegas High School, 157 Moreno Street, Las Vegas, NM 87701 - - App. 2,588' from400 Grand Avenue
#3: Kirtland AFB, Albuquerque, NM - - App. 128 Miles from 400 Grand Avenue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City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov

Madam Mayor Tonita Gurulé-Girón

December 6, 2019

Mr. Brian McGill & Ms. Darcy Weaver
5th Grad Enterprises, DBA BB3 BBQ, Burgers & Beer
400 Grand Avenue
Las Vegas, NM 87701

RE: Application for Special Use Permit to operate a craft distillery and small brewery at 400 Grand Avenue, Las Vegas, NM 87701

Dear Mr. McGill & Ms. Weaver:

This is to formally provide notice that on Monday, November 26, 2019 at a Public Hearing, the City of Las Vegas Board of Adjustment **GRANTED** your request for a Special Use Permit to operate a craft distillery and small brewery at premises located at 400 Grand Avenue, Las Vegas, NM 87701.

Please note that under the provisions of § 450-77, that you have one year from the date of approval to establish the permitted use. If the permitted used has not been established or construction to accommodate the use has not begun within one year from the date of approval, and diligently pursued, it shall become null and void.

This letter cannot and should not be construed as approval to begin construction, modification or alteration of the premises. Construction within the premises cannot begin until a zoning clearance is obtained from the City of Las Vegas and a building permit is obtained from Construction Industries Division. Please contact me at (505) 454-1401, Ext. 1608 and set up an appointment to obtain the necessary applications for the construction on the premises.

If you have any questions, please contact me at (505) 454-1401, Ext. 1608.

Sincerely,

Maria D. Perea
Planning & Zoning Coordinator

XC: Applicant File

Attachment: § 450-77

§ 450-77. Expiration or revocation of special use permit.

A. Once a special use permit has been approved, the applicant has one year from the date of the approval to establish the permitted use. If the permitted use has not been established or construction to accommodate that use has not begun within one year from the date of approval, and diligently pursued, it shall become null and void. Once a permitted use has been established in accordance with the conditions of approval of the special use permit, and the special use permit has been issued by the Community Development Department, the permit will be permanently valid, unless the permit has a specified expiration date or is revoked. If the use for which the special use permit was issued ceases operation for six or more months, the special use permit becomes null and void.

B. A special use permit may be revoked by the body which approved it for any of the following reasons:

   (1) The permit holder violates one or more conditions of the permit.

   (2) The permitted use jeopardizes the public health, safety and general welfare of the community.

   (3) The permit was granted on the basis of false statements or a fraudulent application.

C. If the Community Development Department has reason to believe that a special use permit is subject to revocation, the Department may investigate and institute proceedings to revoke the permit. Before revoking any special use permit, the body which approved it must hold a public hearing as provided in Article VIII.

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 7/2/2020 **DEPT:** City Clerk **MEETING DATE**: 7/15/2020

ITEM/TOPIC: Public Hearing /Application requesting a Craft Distiller Liquor License.

ACTION REQUESTED OF COUNCIL: Conduct a Public Hearing and Approval/Disapproval of Application #1154392 requesting a Craft Distiller Liquor License for Wanted Brewing Company, LLC, DBA Wanted Brewing & Distilling Company located at 400 Grand Ave., Las Vegas, NM.

BACKGROUND/RATIONALE: Wanted Brewing Company LLC submitted an application for a craft distiller liquor license, with on premises consumption and package sales, with patio service. Public hearing and zoning requirements have been met.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

WILLIAM TAYLOR, CITY MANAGER

SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND RESOLUTIONS MUST BE REVIEWED)

FINANCE DIRECTOR
(PROCUREMENT)

Revised 4/20/2020

New Mexico Regulation and Licensing Department
ALCOHOLIC BEVERAGE CONTROL
PO Box 25101 ▪ Santa Fe, New Mexico 87504-5101
Phone: (505) 476-4875 ▪ Fax: (505) 476-4595 ▪ www.rld.state.nm.us/abc

Michelle Lujan Grisham
Governor

Marguerite Salazar
Superintendent

Andrew Vallejos
Director

Alcoholic Beverage Control
(505) 476-4875

May 22, 2020 **Certified Mail No.: 9171 9690 0935 0078 6734 62**

City of Las Vegas
Cassandra Fresquez, Clerk
1700 N. Grand Avenue
Las Vegas, NM 87701

RECEIVED
JUN 01 2020
City Clerk's
By:

RE: Lic. No. /Appl. No.: **Application No. 1154392**
Name of Applicant: Wanted Brewing Company, LLC
Doing Business as: Wanted Brewing & Distilling Company
Proposed Location: 400 Grand Ave.
Las Vegas, NM 87701

Greetings:

The Director of the Alcoholic Beverage Control Division has reviewed the referenced Application and granted **Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer," we recognize the potential for conflict between the requirement for publication of 30-day notice and the 45-day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned ABC Hearing Officer listed on Page 2.

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(A) Name and address of the Applicant/Licensee;

(B) The action proposed to be taken by the Alcoholic Beverage Control Division;

(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING A CRAFT DISTILLER LIQUOR LICENSE, WITH ON PREMISES CONSUMPTION AND PACKAGE SALES, WITH PATIO SERVICE.

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcoholic Beverage Control Division of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify the Alcoholic Beverage Control Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to the Alcoholic Beverage Control Division with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Tammy M Sandoval

Tammy M. Sandoval, Admin. Law Judge / Hearing Officer
New Mexico Regulation & Licensing Dept.
Alcoholic Beverage Control Division
PO Box 25101, Santa Fe, NM 87504-5101
Phone: (505) 476-4548 Fax: (505) 476-4595
Email: tammy.sandoval@state.nm.us

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of Zoning Statement

11/14/19 B.

PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 | Fax: (505) 476-4595

RECEIVED Oct 17 2019 ALCOHOLIC BEVERAGE CONTROL 12-18-19

RECEIVED NOV 13 2019 ALCOHOLIC BEVERAGE CONTROL

AGD USE ONLY: Payment| Application Fee $ 200 Received on: _____ Receipt No. 2251007

License Fee $ _____ Received on: _____ Receipt No. _____

Application # 1154392 Local Option District: _____

CRAFT DISTILLER LIQUOR LICENSE APPLICATION

$200.00 Application Fee, non-refundable.

Check appropriate boxes:

Application is for: ☒ New License ☐ Off-Site Location – 1st, 2nd, 3rd Master License No. _____

Applicant is: ☐ Individual ☒ Limited Liability Company ☐ Corporation ☐ Partnership (General/Limited)

NAME OF APPLICANT: (Company or Individual) **TELEPHONE NUMBER**

WANTED BREWING COMPANY LLC

EMAIL ADDRESS (required): WANTEDBREWINGCOMPANY@GMAIL.COM

MAILING ADDRESS: 400 GRAND AVE LAS VEGAS, NM 87701

D/B/A Name to be used: WANTED BREWING AND DISTILLING COMPANY **Business Phone #:** _____

Physical location where license is to be used: (Include street number / highway number / state road, city, county, state, and zip code)

400 GRAND AVE LAS VEGAS, NM 87701

Are alcoholic beverages currently being dispensed at the proposed location? ☐ **Yes** ☒ **No** If Yes, License # /Type: _____

Agent/Contact Person: BRIAN MCGILL **Phone#** (505) 603-6096 **Email:** MCGILLBRIAN@HOTMAIL.COM

I, (print name) BRIAN MCGILL, as (title) OWNER being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations therein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date before a Notary Public.

Signature of Applicant: B. McGill Date: 11/13/19

NOTARY PUBLIC USE ONLY: (State of NEW MEXICO, County of SANTA FE)

SUBSCRIBED AND SWORN TO before me this 13TH day of NOVEMBER, 20 19

By: BRIAN MCGILL Notary Public: _____

My Commission Expires: 04/20/2022

OFFICIAL SEAL RANDALL BROKESHOULDER NOTARY PUBLIC - STATE OF NEW MEXICO My Commission Expires 04/20/2022

SEAL

FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Town, Village

Public Hearing held on _____, 20_____. Check one: ☐ Approved ☐ Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: ☐ Approved ☐ Disapproved

Signed by Director: _____ Date: _____

RECEIVED ALCOHOLIC BEVERAGE CONTROL
RECEIVED NOV 13 2019 ALCOHOLIC BEVERAGE CONTROL

PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

NMSA §60-6B-10

1. The land and building which is proposed to be the licensed premises is: (check one)

☐ Owned by Applicant, copy of deed/document attached ☒ Leased by Applicant, copy of lease/document attached

☐ Other (provide details): _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): BRIAN MCGILL AND DARCY WEISNER

B. Date and Term of Lease: _____

3. Premises location is Zoned (*example C-1, see Zoning Statement*): C-2,

☒ **Zoning Statement attached**, which must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance* from nearest Church: (*Property line of church to closest point of licensed premises—shortest distance*)

Name of Church: FIRST METHODIST CHURCH Miles/feet: 0.4 MILES

Address/location of Church: 715 NATIONAL AVE LAS VEGAS, NM 87701

5. Distance* from nearest School: (*Property line of school to closest point of licensed premises—shortest distance*)

Name of School WEST LAS VEGAS Miles/feet 0.8 MILES

Address/location of School: 179 BRIDGE ST. LAS VEGAS, NM 87701

6. Distance from military installation *(*Property line of military installation to closest point of licensed premises-shortest distance.*)

Name of Military Installation, *circle one*: Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces), Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

Miles: 133

7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and **must be labeled** with designated areas highlighted, which will reflect the proposed Licensed Premises.

8. Type of Operation: ☐ Hotel ☐ Lounge ☐ Package Grocery ☒ Restaurant ☐ Racetrack

☒ Small Brewer ☒ Craft Distiller ☐ Winery ☐ Wholesaler

☐ Other (specify): _____

***NOTE:** If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

City of Las Vegas
1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov
Madam Mayor Tonita Gurulé-Girón

RECEIVED
DEC 17 2019
ALCOHOLIC BEVERAGE CONTROL

October 22, 2019

Brian McGill
5th Grade Enterprises, LLC
400 Grand Avenue
Las Vegas, NM 87701

RE: STATEMENT OF ZONING CERTIFICATION

To Whom It May Concern:

This statement certifies that the premises located at 400 Grand Avenue, Las Vegas, New Mexico 87701 are located within a C-2 (Central Business District).

As per the City's Zoning Code, §450-125. C-2 (Central Business District). B, (3) this zone is intended for eating and drinking places, including bars, restaurants and cocktail lounges. Your proposed use of the premises as a craft distillery/small brewery are allowed in this zone with the approval of a Special Use permit, as noted under §450-125. C-2 Central Business District. C. (7) and (9).

A copy of the zoning map and a copy of City Code §450-125. C-2 (Central Business District) are attached for your information.

If you have any questions or require further information, please feel free to contact me at (505) 454-1401, ext. 1608.

Sincerely,

Maria D. Perea
Planning & Zoning Coordinator

RECEIVED
NOV 13 2019
ALCOHOLIC BEVERAGE CONTROL

MEMORANDUM

TO: Casandra Fresquez, City Clerk

FROM: Maria D. Perea, P&Z Coordinator

FROM: Bill Hendrickson, CD Director

DATE: June 8, 2020

SUBJECT: Application No. 1154392 for a Craft Distiller Liquor License with on premises consumption and package sales with Patio Service

Please be advised that we have reviewed the request submitted by Wanted Brewing Company, LLC, DBA Wanted Brewing & Distilling Company, 400 Grand Avenue, Las Vegas, New Mexico with Application No. 1154392 for a Craft Distiller Liquor License with on premises consumption and package sales with Patio Service. Our findings are as follows:

- The property known as 400 Grand Avenue is zoned as a C-2 (Central Business District) and as per §450-125. C-2 Central Business District B. (3) Eating and drinking places, including bars, drive-in restaurants and cocktail lounges are permitted uses. The operation of a craft distillery/small brewery is allowed in this zone with the approval of a Special Use Permit. A Special Use Permit for above was approved by the City of Las Vegas Board of Adjustment on November 25, 2019.

- The First Methodist Church located at 715 National Avenue, is the nearest church to the proposed location and is approximately one thousand six hundred fifty-eight feet (1,568') from 400 Grand Avenue.

- West Las Vegas High School located at 157 Moreno Street is the nearest school to the proposed location and is approximately two thousand five hundred and eighty-eight feet (2,588') from 400 Grand Avenue.

- The nearest military installation is Kirtland Air Force Base, Albuquerque, NM and is approximately one hundred thirty (128) miles from 400 Grand Avenue.

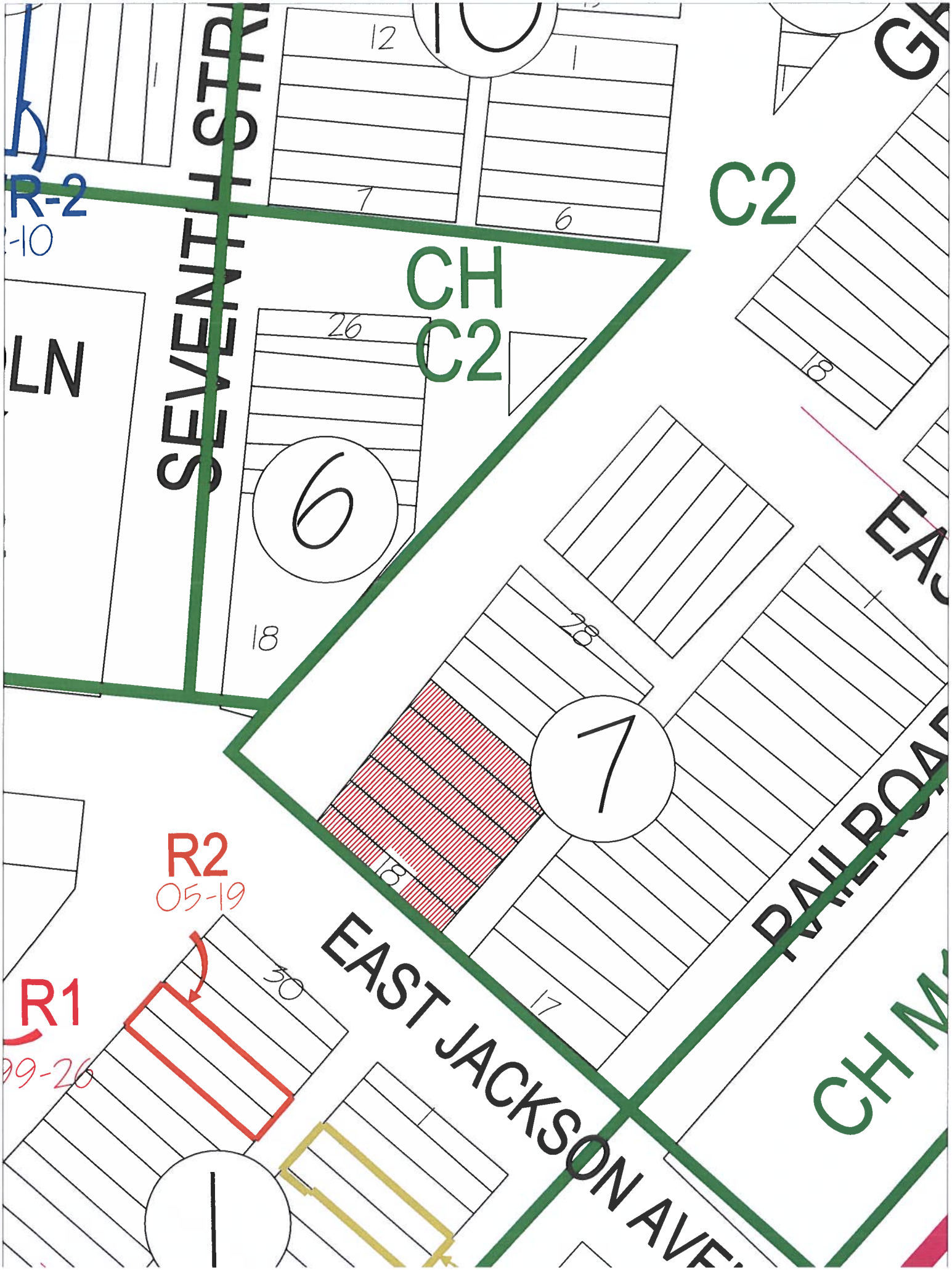
I have attached a portion of the Zoning Map with the approximate location of 400 Grand Avenue highlighted and an aerial map of the area showing the locations noted above. Also attached is a copy of the approval letter sent to applicant for the Special Use Permit for a Craft Distillery/Small Brewery at the above location

If you have any questions, please contact me at Ext. 1608.

Attachments: 3

XC: William Taylor, City Manager
Scott Aaron, City Attorney
David T. Bibb III, Chief of Police
Research File

#1: First Methodist Church, 715 National Avenue, Las Vegas, NM 87701 - - App. 1,658' from 400 Grand Avenue
#2: West Las Vegas High School, 157 Moreno Street, Las Vegas, NM 87701 - - App. 2,588' from400 Grand Avenue
#3: Kirtland AFB, Albuquerque, NM - - App. 128 Miles from 400 Grand Avenue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CH M

City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov

Madam Mayor Tonita Gurulé-Girón

December 6, 2019

Mr. Brian McGill & Ms. Darcy Weaver
5th Grad Enterprises, DBA BB3 BBQ, Burgers & Beer
400 Grand Avenue
Las Vegas, NM 87701

RE: Application for Special Use Permit to operate a craft distillery and small brewery at 400 Grand Avenue, Las Vegas, NM 87701

Dear Mr. McGill & Ms. Weaver:

This is to formally provide notice that on Monday, November 26, 2019 at a Public Hearing, the City of Las Vegas Board of Adjustment **GRANTED** your request for a Special Use Permit to operate a craft distillery and small brewery at premises located at 400 Grand Avenue, Las Vegas, NM 87701.

Please note that under the provisions of § 450-77, that you have one year from the date of approval to establish the permitted use. If the permitted used has not been established or construction to accommodate the use has not begun within one year from the date of approval, and diligently pursued, it shall become null and void.

This letter cannot and should not be construed as approval to begin construction, modification or alteration of the premises. Construction within the premises cannot begin until a zoning clearance is obtained from the City of Las Vegas and a building permit is obtained from Construction Industries Division. Please contact me at (505) 454-1401, Ext. 1608 and set up an appointment to obtain the necessary applications for the construction on the premises.

If you have any questions, please contact me at (505) 454-1401, Ext. 1608.

Sincerely,

Maria D. Perea
Planning & Zoning Coordinator

XC: Applicant File

Attachment: § 450-77

§ 450-77. Expiration or revocation of special use permit.

A. Once a special use permit has been approved, the applicant has one year from the date of the approval to establish the permitted use. If the permitted use has not been established or construction to accommodate that use has not begun within one year from the date of approval, and diligently pursued, it shall become null and void. Once a permitted use has been established in accordance with the conditions of approval of the special use permit, and the special use permit has been issued by the Community Development Department, the permit will be permanently valid, unless the permit has a specified expiration date or is revoked. If the use for which the special use permit was issued ceases operation for six or more months, the special use permit becomes null and void.

B. A special use permit may be revoked by the body which approved it for any of the following reasons:

   (1) The permit holder violates one or more conditions of the permit.

   (2) The permitted use jeopardizes the public health, safety and general welfare of the community.

   (3) The permit was granted on the basis of false statements or a fraudulent application.

C. If the Community Development Department has reason to believe that a special use permit is subject to revocation, the Department may investigate and institute proceedings to revoke the permit. Before revoking any special use permit, the body which approved it must hold a public hearing as provided in Article VIII.

City of Las Vegas
1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov
Mayor Louie A. Trujillo

MEMORANDUM

TO: Bill Hendrickson, Community Development Director

FROM: Casandra Fresquez, City Clerk

DATE: 6/2/2020

RE: Application for a Small Brewer Liquor License with on premises consumption and package sales with Patio Service

Enclosed is a copy of the application for a Small Brewer Liquor License with on premises consumption and package sales with Patio Service submitted by Wanted Brewing Company, LLC, DBA Wanted Brewing & Distilling Company, 400 Grand Avenue, Las Vegas, New Mexico, Application No. 1154391.

This information is being submitted to your office for review and to verify that the information contained in page 2 of the application is correct and in compliance with the distance requirements to the nearest church, school and military installation as mandated in the New Mexico State Statutes. Further, I would like to ensure that the area is zoned to allow such an establishment. Please submit to this office written confirmation as to whether or not the location proposed for use of the license meets those requirements.

By copy of this memorandum, I am also notifying Police Chief David T. Bibb III of this application for his input, if any.

The Las Vegas City Council will hold a public hearing regarding the above application on July 15, 2020 at 6:00 p.m. and will require the information prior to the meeting.

Should you have any questions, please do not hesitate to contact me. Thank you in advance for your assistance.

Enclosures:
xc: Maria Perea, CAD Technician
William Taylor, City Manager
Scott Aaron, City Attorney
David T. Bibb III, Chief of Police

City of Las Vegas
1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov
Mayor Louie A. Trujillo

MEMORANDUM

TO: Bill Hendrickson, Community Development Director

FROM: Casandra Fresquez, City Clerk

DATE: 6/2/2020

RE: Application for a Craft Distiller Liquor License with on premises consumption and package sales with Patio Service

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This information is being submitted to your office for review and to verify that the information contained in page 2 of the application is correct and in compliance with the distance requirements to the nearest church, school and military installation as mandated in the New Mexico State Statutes. Further, I would like to ensure that the area is zoned to allow such an establishment. Please submit to this office written confirmation as to whether or not the location proposed for use of the license meets those requirements.

By copy of this memorandum, I am also notifying Police Chief David T. Bibb III of this application for his input, if any.

The Las Vegas City Council will hold a public hearing regarding the above application on July 15, 2020 at 6:00 p.m. and will require the information prior to the meeting.

Should you have any questions, please do not hesitate to contact me. Thank you in advance for your assistance.

Enclosures:
xc: Maria Perea, CAD Technician
William Taylor, City Manager
Scott Aaron, City Attorney
David T. Bibb III, Chief of Police

City Clerk's Office

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Las Vegas, New Mexico will conduct a public hearing on Wednesday, July 15, 2020 at 6:00 p.m. in the City Chambers, 1700 N. Grand Avenue. The City Council will hear any and all protests and determine whether to approve or disapprove an application for a Small Brewer Liquor License with on premises consumption and package sales with patio service, Application No. 1154391 submitted by Wanted Brewing Company, LLC, DBA Wanted Brewing & Distilling Company, 400 Grand Avenue, Las Vegas, New Mexico 87701 and also approve or disapprove an application for a Craft Distiller Liquor License with on premises consumption and package sales with patio service, Application No. 1154392 submitted by Wanted Brewing Company, LLC, DBA Wanted Brewing & Distilling Company, 400 Grand Avenue, Las Vegas, New Mexico. The hearing is open to the public. Protests and/or comments may be filed with the City Clerk, 1700 N. Grand Avenue, prior to the hearing.

_____

Casandra Fresquez, City Clerk

Publish: Las Vegas Daily Optic - Friday, June 5, 2020 and Wednesday, June 10, 2020 paper
Website: lasvegasnm.gov

New Mexico Regulation and Licensing Department
ALCOHOLIC BEVERAGE CONTROL
PO Box 25101 ▪ Santa Fe, New Mexico 87504-5101
Phone (505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/abc

Michelle Lujan Grisham
Governor

Marguerite Salazar
Superintendent

Andrew Vallejos
Director

April 3, 2020

Dear Local Governing Body,

The New Mexico Regulation and Licensing Department, Alcoholic Beverage Control Division (ABC) understands the difficulties that the current COVID-19 pandemic has created for governing bodies to hold public hearings. However, the New Mexico Liquor Control Act requires that after preliminary approval is granted, the application shall go to the Local Option District's (LOD) local governing body for approval.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a few options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures, after the extension is granted and the hearing is held notify ABC of your decision within thirty (30) days of the hearing;
3) Return the application to ABC with neither an approval nor disapproval of the application. ABC will then proceed with the processing of the application pursuant to 60-6B-4(G).

ABC has no preference in the option you choose, please notify us of your decision, via email to the ABC Hearing Officer who sent the application to you, and we will continue with the application process in accordance with your decision.

Sincerely,

Andrew Vallejos
ABC Director

RECEIVED
JUN 01 2020
City Clerks
By:

Alcoholic Beverage Control
(505) 476-4875

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 7/9/2020 **DEPT:** City Clerk **MEETING DATE**: 7/15/2020

ITEM/TOPIC: Annual Open Meetings Resolution

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution No. 20-33 Annual open meetings resolution.

BACKGROUND/RATIONALE: Resolution 20-33 establishes reasonable notice of Council meetings in compliance with Open Meetings Act. Mayor and Council have requested amendments to the scheduling of their meetings.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

WILLIAM TAYLOR, CITY MANAGER

SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND RESOLUTIONS MUST BE REVIEWED)

FINANCE DIRECTOR
(PROCUREMENT)

Revised 4/20/2020

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-33

A RESOLUTION ESTABLISHING REASONABLE NOTICE OF CITY COUNCIL MEETINGS IN COMPLIANCE WITH THE OPEN MEETINGS ACT; RESCINDS AND REPLACES ALL PREVIOUS CITY OF LAS VEGAS RESOLUTIONS REGARDING "REASONABLE NOTICE OF CITY COUNCIL MEETINGS IN COMPLIANCE WITH THE OPEN MEETINGS ACT."

WHEREAS, Section 1 0-15- 1 (B) of the Open Meetings Act (NMSA 1978, Sections 10- 15- 1 to 10-15-4) provides that, except as may be otherwise provided in the New Mexico Constitution or the provisions of the Open Meetings Act, all meetings or a quorum of members of any board, council, commission, administrative adjudicatory body or other policy-making body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body are declared to be public meetings open to the public at all times; and

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs and at which a majority of a quorum of the body is in attendance, and any closed meeting shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1 (D) of the Open Meetings Act requires the City council to determine at least annually what constitutes reasonable notice of its public meetings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body authorizes and approves the following:

1. Regular Business Meeting. Pursuant to Article II, Section 2.07 (B) of the City of Las Vegas Municipal Charter, all Regular Business Meetings of the Las Vegas City Council shall be held on the _____ and _____ Wednesday of each month at 5:30 p.m. at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico.The agenda will be available at least seventy-two hours prior to the meetings from the City Clerk whose office is located at the George Arellanes Municipal Complex, 1700 North Grand Avenue, Las Vegas, New Mexico. Notice of said meetings will be posted on the City's website, www.lasvegasnm.gov and shall be printed in a newspaper(s) of general circulation one (1) time, at the beginning of the fiscal year; and shall be telephoned, e-mailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice. If a regular meeting is postponed,

notice of the new time and date of said meeting may be printed in a newspaper(s) of general circulation; and shall be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice at least seventy-two hours to the specific time of the meeting or at the earliest date and time possible. If the date and time of the Regular meeting permanently changed, the new date and time shall be printed in a newspaper(s) of general circulation twice, one (1) week apart.

2. Other Meetings Not Regularly Scheduled. Special meetings may be called by the Mayor or a majority of the members of the City Council by giving notice to each member of the Council, personally served or left at his/her usual place of residence seventy-two hours prior to the meeting. Notice of said special meeting will be posted on the City's website, www.lasvegasnm.gov and may be printed in a newspaper(s) of general circulation at least seventy-two hours before the meeting date or on the earliest date possible prior to the date of the meeting. Notice of said special meeting shall be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice for public announcement at least seventy-two hours prior to the specific time of the meeting or on the earliest date possible prior to the time of the meeting.

3. Emergency Meetings. Emergency meetings shall be called only under unforeseen circumstances that demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The City Council will avoid emergency meetings whenever possible. Emergency meetings may be called by the Mayor or a majority of the members upon notice as practical under the circumstances. If time permits, notice of said meeting may be printed in a newspaper(s) of general circulation on the earliest date possible as soon as the meeting is called. If time permits, notice of said meeting shall also be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice for public announcements on the earliest date and time possible prior to the time of the meeting. The notice for emergency meetings will be posted on the City's website, www.lasvegasnm.gov and shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.

4. All notices shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two hours before any meeting or at the earliest possible time in case of emergency meetings. The City Council may be flexible on agenda postings under considerable circumstances.

5. The City Council may close a meeting to the public if the subject matter of such discussion or action is exempt from the open meetings requirement pursuant to NMSA Section 10-15-1(H) of the Open Meetings Act.

a. If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the City Council taken during the open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.

b. If a closed meeting is conducted when the City Council is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity is given to the members and to the general public.

c. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separatelyy scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

d. Except as provided in NMSA Section I0-15-1(H) of the Open Meetings Act, any action taken as a result of discussion in a closed meeting shall be made by vote of the City Council in an open meeting.

6. All notices shall also contain the following language: If you are an individual with a disability, who is in need of an auxiliary aid or service to attend or participate in a meeting, please contact the City Clerk at (505) 454-1401 at least one week in advance.

7. The regular scheduled meetings of the City of Las Vegas' Permanent Boards and Commissions, Advisory Boards and Committees are as follows:

- Planning & Zoning Commission/Board of Adjustments - Last Monday of the month at 4:00 p.m. - City Council Chambers;
- Design Review Board – Third Monday of the month at 4:00 p.m. – City Council Chambers;
- Lodger'sTax Advisory Board – (Quarterly), (January, April, July, October) Second Tuesday of the month at 2:00p.m. - City Council Chambers;

- Police Advisory Commission – Third Thursday of the month at 3:00 p.m. – Police Department;

- Extra-Territorial Zoning Commission – Third Tuesday of the month at 4:00 p.m. – City Council Chambers;

- Public Housing Authority Board of Commissioners – Third Wednesday of each month at 5:30p.m.- City Council Chambers;

- Campaign and Ethics Board -Last Thursday of the Month at 5:30p.m.- City Council Chambers;

- Library Board – (Quarterly), (January, April, July, October) Last Tuesday of the month at 10:00 a.m.- Carnegie Library;

- Museum Board - (Quarterly), (February, May, August, November) Second Thursday of the month at 12:00 p.m. – Las Vegas Museum & Rough Riders Memorial Collection;

- Tree Board – Last Tuesday of the month at 3:30 p.m. – Tierra Y Montes Conference Room; They don't meet in November or December;

- Film Commission - (Quarterly), (January , April, July, October) First Wednesday of the month at 4:00 p.m. - City Council Chambers;

- Charter Commission – First Thursday of the Month at 1:30 p.m. – City Council Chambers;

- Youth Advisory Committee – (February, April, June, August, October, December) First Tuesday every other month at 2:00 p.m.- Traveler's Cafe;

- Fiesta Advisory Committee- (March, May, July) Third Thursday every other month at 1:00 p.m. – Community Development Department;

- Finance Advisory Committee – Last Thursday at 3:30 p.m. the month following the end of the quarter (April, July, October)- City Council Chambers;

- Utility Advisory Committee- Second Tuesday of the month at 1: 30 p.m.– Utilities Department;

- Housing Advisory Committee – Last Wednesday of the month at 10:00 a.m. – City Council Chambers;

- Senior Center Advisory Committee – Third Wednesday of the month at 1:30 p.m. – Las Vegas Senior Center

- Veteran's Advisory Committee – First Wednesday of the Month at 4:30 p.m. – Miguel Encinias Veterans Center

This Resolution shall be published in a newspaper(s) of general circulation twice, one (1) week apart after its adoption.

APPROVED AND ADOPTED this _____ day of July, 2020.

_____
Louie A. Trujillo, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 7/9/2020 **DEPT:** Community Development Director **MEETING DATE**: 7/15/2020

ITEM/TOPIC: Resolution 20-38

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution No. 20-38 supporting the application by Las Vegas First Independent Business Alliance to submit an EDA Grant and the City act as Fiscal Agent.

BACKGROUND/RATIONALE: The Cares Act has provided the Economic Development Administration to provide grants to communities suffering from COVID-19. The grant allows us to put Lodger's Tax projects towards a 20% match with EDA covering 80%. This will be a regional effort, with the City acting as Fiscal agent. The Lodger's Board has given its approval.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

WILLIAM TAYLOR, CITY MANAGER

SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND RESOLUTIONS MUST BE REVIEWED)

FINANCE DIRECTOR
(PROCUREMENT)

Revised 4/20/2020

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-38

A RESOLUTION TO SUPPORT THE APPLICATION BY LAS VEGAS FIRST IDEPENDENT BUSINESS ALLIANCE FOR A FEDERAL ECONOMIC DEVELOPMENT GRANT FOR FISCAL YEAR 2021

WHEREAS, the Cares Act has provided funding to the Economic Development Administration for grants to respond to the negative economic effects of Covid-19; and

WHEREAS, the Las Vegas Business First Alliance ("LVFBA") will apply for a federal economic development administration grant for fiscal year 2021 ("Grant"), which requires a commitment to match 20% of the grant; and

WHEREAS, the Grant is intended to counter the economic and tourist impacts of Covid-19; and

WHEREAS, the City, in agreement with the Lodgers Tax Board, will contribute the required 20% of matching funds from the Lodgers Tax monies in order to benefit from the Grant; and

WHEREAS, the City agrees to serve as the fiscal agent for the funds.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Las Vegas, that the recitals are incorporated herein by reference and the Governing Body hereby supports LVFBA's application for the Grant, agrees to contribute the required 20% matching funds, and agrees to serve as the fiscal agent for the Grant monies.

APPROVED AND ADOPTED this _____ day of July, 2020.

_____
Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

_____
Casandra Fresquez, City Clerk

_____
Scott Aaron, City Attorney

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6/24/2020 **DEPT: CD** **MEETING DATE**: 7/8/2020

ITEM/TOPIC: Approval of Lodgers Tax Fiscal Budget

ACTION REQUESTED OF COUNCIL:

BACKGROUND/RATIONALE: Annual operating budget, funding to market the community to potential visitors, support visitor/tourist facilities and grant financial support to community events that attract visitors to Las Vegas

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Chuck Grieg

SUBMITTER'S SIGNATURE

Krutik Bhakta Presenting

REVIEWED AND APPROVED BY:

William Taylor

WILLIAM TAYLOR, CITY MANAGER

SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND RESOLUTIONS MUST BE REVIEWED)

MARY ROMERO, FINANCE DIRECTOR
(PROCUREMENT)

Revised 4/20/2020

Lodger's Tax Board FY 2021 Budget Projection

Income

Current Balance	$271,000	
FY20 Back payments expected	$27,000	
FY21 Projected @ 25% of FY20	$85,000	
Total Income FY21		$383,000

Expenses

Publications/Advertising/Contracts		
Reserve	$24,000	
IBA Visitor's Guide	$26,000	
IBA Billboards	$27,435	
NMTrue Advertising	$63,154	
IBA Vistor Guide Mileage	$5,000	
Future Projects	$26,411	
Total Pubs/Ads/Contr		$172,000
Events (Future Projects)		$20,000
Infrastructure Projects		
Reserve	$4,000	
Wayfinding	$26,000	
Future Projects	$16,000	
Total Infrastructure		$46,000
Internal/Overhead		
Vistor's Center	$20,000	
Telephone (800#)	$2,000	
Cell Phone (Events Coord.)	$600	
Audit	$2,000	
CC Processing Fees	$3,500	
Admin/Ohead	$4,900	
Total Internal/Overhead		$33,000
Total Budgeted Expenses		$271,000
Net Balance end of FY21		$112,000

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6/24/2020 **DEPT: CD** **MEETING DATE**: 7/8/2020

ITEM/TOPIC: Renewal of existing contract for LVFIBA – Highway Billboard Advertising - $27,435.00

ACTION REQUESTED OF COUNCIL:

BACKGROUND/RATIONALE: To create awareness and promotion of Las Vegas, and to give pertinent information to perspective travelers.

$14,235.00 for 15 vinyl's 3 vinyl changes for each board
$13,200.00 is the annual rent for billboards

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Chuck Gaio
SUBMITTER'S SIGNATURE
Krutik Bhakta Presenting

REVIEWED AND APPROVED BY:

WILLIAM TAYLOR, CITY MANAGER

SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND RESOLUTIONS MUST BE REVIEWED)

Dominic Chavez
~~**MARY ROMERO,**~~ **FINANCE DIRECTOR**, Interim
(PROCUREMENT)
Dominic Chavez

Revised 4/20/2020

CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO AND LAS VEGAS FIRST INDEPENDENT BUSINESS ALLIANCE 2020/2021 BILLBOARDS SOUTHBOUND I-25 AND NORTHBOUND I-25

This Contract is entered into this 1st day of July, 2020 and effective, through June 30, 2021, between the City of Las Vegas, New Mexico, a New Mexico home-rule municipality ("City") and Las Vegas First Independent Business Alliance, a New Mexico nonprofit corporation ("Contractor").

RECITALS

WHEREAS, the City has agreed to assist the Contractor in advertisement and promotion of tourist-related events and attractions, specifically for the 2020/2021 Billboards located at Southbound of I-25 Mile Marker 339.42, Northbound I-25 Mile Marker 385.87 and Northbound of I-25 Mile Marker 351.29; and

WHEREAS, the City commits financial support for this advertising through June 30, 2021 prorated on a fiscal year or project completion basis in an amount during Contract period not to exceed Fifteen Thousand Five Hundred and Thirty 00/100 dollars ($15,530) to be paid to the Contractor under the terms and conditions of this Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby mutually agreed by and between the parties that the Recitals and any exhibits are incorporated herein by reference, and the Parties agree as follows:

The City will pay on invoices up to the amount of Fifteen Thousand Five Hundred and Thirty 00/100 dollars ($15,530) presented under this Contract where work (described under Section A, Scope of Work) has been completed and services have been provided to the City according to the schedule indicated. To be paid for any invoice, the Contractor must be current in reporting requirements. The requirements are as follows:

A. SCOPE OF WORK

Contractor agrees to provide airspace and billboard advertising for City promotions for the 2020/2021 year as follows:

1. Advertising and promotional materials must be professional and aimed at attracting outside visitors and maximum attendance to the event and to Las Vegas, New Mexico.

2. Contractor acknowledges the purpose of any and all marketing and promotion of events, brand and branding is to effectively entice maximum participation in and at an event, share distinct assets of Las Vegas and surrounding community and create professional materials that effectively orchestrated event attendance and progress the City as a tourist destination;
3. Contractor must include the official City logo adopted March 18, 2015 ("Official Logo") or City Seal on all advertising and promotional materials. Billboards for the New Mexico True FY21 grant may replace the logo with the "Las Vegas is NM True" logo. The Official Logo or City Seal shall be the indication that funding was provided by the City of Las Vegas Lodgers Tax and the words "funding was provided by Lodgers Tax" shall not be required; Radio advertisements must include the verbiage "paid for by the City of Las Vegas Lodgers Tax;"
4. The Contractor agrees, upon demand of the City, to replace the vinyl on the billboards maximum of three times during the duration of the contract City;
5. All invoices, supporting documents, and the appropriate detailed documentation from the Contractor must be submitted to the City no later than June 1, 2021. Detailed documentation includes invoices to the Contractor, tear-sheets, examples or copies of advertisements, etc. and assurance to City of ads validity and publication;
6. Documents are to be submitted to the City of Las Vegas, Attn: Community Development-Marketing, 1700 N. Grand Avenue, Las Vegas, NM 87701;
7. Contractor must contact the Community Development Division of the City to schedule a Marketing Outcome Presentation;
8. If applicable, Contractor agrees to maintain liability insurance in the amounts provided for in the Special Events Permits and name the City as an additional insured;
9. The Contractor agrees it is an independent contractor and not an agent of the City;
10. The Contractor agrees, upon demand of the City, to open books for said event for an audit by the City;
11. Contractor agrees that if any amounts are owed any division within the City it may cause said reimbursement to be delayed or withheld.

B. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work as detailed in Section A.

C. DELIVERABLES

Contractor shall submit a deliverable implementation report and financial report on a quarterly or project completion basis for review and approval by the Community Development Director with a copy to the City Manager's office prior to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contract or outlined in the Scope of Work, and all revenues and expenditures, to include any revenues from sources other than the City.

D. PAYMENT

Payment to the Contractor shall be prorated from the date of contract through the end of the contract and may be made on a quarterly or project basis based upon the scheduled completion date of project, submittal of invoices and support documentation and the receipt of a deliverable implementation report and financial report.

Invoices shall include (I) Contractor name and address, (II) description of the work performed or services acquired, (III) the amount of payment requested, and (IV) a certification by an authorized officer of the Contractor as to the statements set forth in the invoice, (V) any other detailed reporting as indicated in Addendum A attached and made part of this document. The Contractor shall submit reports and original invoices to the City's Community Development Department with a copy to the City Manager's office.

E. INSURANCE

Contractor will furnish the City's Finance Director with a Certificate of Insurance prior to disbursement of any funds. The insurance shall cover any and all activities engaged in and sponsored by Contractor and shall name the City as an additional insured. The endorsement shall include the relevant portions of the Contractor's insurance policy that shows the City as an additional insured.

F. HOLD HARMLESS

Contractor shall hold harmless, indemnify and defend the City and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims losses, demands, judgements, damages, liabilities, lawsuits, expenses, attorney fees, and/or actions of any kind and nature, whether from death, bodily injury or damage to property resulting from, or related to, the Contractor's negligence or intentional acts, errors or omissions in the Contractor's performance under this Contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation or expiration of the term or any renewal or any other modification of this Contract for any

reason, and shall survive the cancellation or errors or omissions to act occurring during the term of this Contract.

G. DISCLOSURE TO THE CITY

Any additional means of funding to include contracts and/or sub-contracts held by the Contractor with other funding entities shall be disclosed to the City prior to the execution of this Contract. In addition, at such times and in such form as the City Council may require, Contractor shall furnish the City, such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract and the Contractor will permit the City to audit, examine and make excerpts of transcripts from such records and make audit of all data relating to all matters covered by this Contract subject to the limitations set out above.

H. NO FINANCIAL INTEREST

No officer or employee of the City or of the Contractor who exercises any function of responsibility in connection with the planning and implementation of any of the provisions of this Contract shall have any direct personal financial interest in this Contract and the Contractor shall take appropriate steps to ensure compliance.

I. PREJUDICE

No person, on account of race, color, religion, national origin or because of non-membership in the Contractor's organization shall be excluded from participating in, or denied benefits of any activity made possible through and resulting from this Contract.

J. POLITICAL ACTIVITY

None of the funds, materials, property or services rendered directly or indirectly under this Contract shall be used for any political activity or to further the election or defeat of any candidate for state, federal or local office.

K. ASSIGNMENT

Contractor shall not assign any interest in this Contract, excluding payments for services by the Contractor, as provided for above and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto. Provided, however, that claims of money due, or to become due, to the

Contractor from the City under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

L. SUBJECT TO LAWS

Contractor shall comply at its own cost with all applicable laws, ordinances and codes of the federal, state and local governments.

M. NO FURTHER LIABILITY

The City shall not be obligated or liable under this Contract to any party other than the Contractor for payment of any monies, to include payroll taxes or for provision of any goods or services unless such liabilities are specifically agreed to in this Contract.

N. JURISDICTION

It is mutually agreed by and between the parties hereto that this Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and further that any legal action or causes of action in connection, herewith, will be within the jurisdiction of the appropriate court in San Miguel County, New Mexico, for all purposes.

O. TERMINATION

The City may, with or without cause, terminate this Contract at any time upon thirty (30) days written notice of termination given to the Contractor. In such event, all finished or unfinished documents, data, studies, photographs, reports and the rights to any property prepared or procured by the Contractor under this Contract shall, at the option of the City, become equitable compensation for any work satisfactorily completed through the termination date. Similarly, the Contractor may, with or without cause, terminate this Contract upon a thirty (30) day written notice, and the City shall reimburse the Contractor for any and all expenses incurred that have not been reimbursed prior to the time of notification provided those expenses otherwise proper hereunder.

P. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings, agreement and understandings are merged in and are superseded by this Agreement. No statement, promise or inducement made by the City or Contractor, either written or oral, which is not contained in this Agreement is binding between the City and Contractor.

Q. AMENDMENT

This Contract will not be altered, changed or amended except by a written document signed by the City and Contractor. In the event any word, phrase, section or portion of this Agreement is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said word, phrase, section or portion.

R. AUTHORITY TO BIND THE CITY

Contractor shall not have the authority to enter into any Contract binding upon the City or to create any obligation on the part of the City, except such as shall be specifically authorized by the City's governing body or by the City Manager acting upon authority granted by the City's governing body.

S. NOTICES

Any notices required to be given under this contract shall be deemed sufficient, if given in writing, by mail, to the principal office of the City or to the principal office of the Contractor.

T. BRIBERY AND KICKBACKS:

As required by Section 13-1-191, NMSA 1978, as amended, it should be noted that it is a third degree felony under New Mexico Law to commit the offense of bribery of a public officer or public employee Section 30-24-1, NMSA 1978, as amended; it is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee, Section 30-24-2, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks, Section 30-41-1, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks, Section 30-41-2, NMSA 1978, as amended.

U. THIRD PARTY BENEFICIARIES

By entering into this Contract, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this agreement or seek to enforce this agreement as a third party beneficiary under this agreement.

V. TERM

The term of this Contract will be July 1, 2020 thru June 30, 2021.

W. APPEAL

The City Manager shall have the final say as to the meaning of this Contract, including, but not limited to, whether the deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the Governing Body.

CITY OF LAS VEGAS:

Las Vegas First Independence Business Alliance

_____

William Taylor Ph.D., City Manager

_____

John Goodwin, LVFIBA

ATTEST

_____

Casandra Fresquez, City Clerk

CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO
AND
LAS VEGAS FIRST INDEPENDENT BUSINESS ALLIANCE
2020/2021 BILLBOARDS HIGHWAY 518 AND NORTHBOUND I-25

This Contract is entered into this 1st day of July, 2020 and effective, through June 30, 2021, between the City of Las Vegas, New Mexico, a New Mexico home-rule municipality ("City") and Las Vegas First Independent Business Alliance, a New Mexico nonprofit corporation ("Contractor").

RECITALS

WHEREAS, the City has agreed to assist the Contractor in advertisement and promotion of tourist-related events and attractions, specifically for the 2020/2021 Billboards located at Highway 518 and Northbound I-25; and

WHEREAS, the City commits financial support for this advertising through June 30, 2021 or project completion basis in an amount during Contract period not to exceed Eleven Thousand Nine Hundred and Five 00/100 dollars ($11,905) to be paid to the Contractor under the terms and conditions of this Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby mutually agreed by and between the parties that the Recitals and any exhibits are incorporated herein by reference, and the Parties agree as follows:

The City will pay on invoices up to the amount of Eleven Thousand Nine Hundred and Five 00/100 dollars ($11,905) presented under this Contract where work (described under Section A, Scope of Work) has been completed and services have been provided to the City according to the schedule indicated. To be paid for any invoice, the Contractor must be current in reporting requirements. The requirements are as follows:

A. SCOPE OF WORK

Contractor agrees to provide airspace and billboard advertising for City promotions for the 2020/2021 year as follows:

1. Advertising and promotional materials must be professional and aimed at attracting outside visitors and maximum attendance to the event and to Las Vegas, New Mexico.

2. Contractor acknowledges the purpose of any and all marketing and promotion of events, brand and branding is to effectively entice maximum participation in and at an event, share distinct assets of Las Vegas and surrounding community and create professional materials that effectively orchestrated event attendance and progress the City as a tourist destination;
3. Contractor must include the official City logo adopted March 18, 2015 ("Official Logo") or City Seal on all advertising and promotional materials. Billboards for the New Mexico True FY21 grant may replace the logo with the "Las Vegas is NM True" logo. The Official Logo or City Seal shall be the indication that funding was provided by the City of Las Vegas Lodgers Tax and the words "funding was provided by Lodgers Tax" shall not be required; Radio advertisements must include the verbiage "paid for by the City of Las Vegas Lodgers Tax;"
4. The Contractor agrees, upon demand of the City, to replace the vinyl on the billboards maximum of three times during the duration of the contract City;
5. All invoices, supporting documents, and the appropriate detailed documentation from the Contractor must be submitted to the City no later than June 1, 2021. Detailed documentation includes invoices to the Contractor, tear-sheets, examples or copies of advertisements, etc. and assurance to City of ads validity and publication;
6. Documents are to be submitted to the City of Las Vegas, Attn: Community Development-Marketing, 1700 N. Grand Avenue, Las Vegas, NM 87701;
7. Contractor must contact the Community Development Division of the City to schedule a Marketing Outcome Presentation;
8. If applicable, Contractor agrees to maintain liability insurance in the amounts provided for in the Special Events Permits and name the City as an additional insured;
9. The Contractor agrees it is an independent contractor and not an agent of the City;
10. The Contractor agrees, upon demand of the City, to open books for said event for an audit by the City;
11. Contractor agrees that if any amounts are owed any division within the City it may cause said reimbursement to be delayed or withheld.

B. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work as detailed in Section A.

C. DELIVERABLES

Contractor shall submit a deliverable implementation report and financial report on a quarterly or project completion basis for review and approval by the Community Development Director with a copy to the City Manager's office prior to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contract or outlined in the Scope of Work, and all revenues and expenditures, to include any revenues from sources other than the City.

D. PAYMENT

Payment to the Contractor shall be prorated from the date of contract through the end of the contract and may be made on a quarterly or project basis based upon the scheduled completion date of project, submittal of invoices and support documentation and the receipt of a deliverable implementation report and financial report.

Invoices shall include (I) Contractor name and address, (II) a description of the work performed or services acquired, (III) the amount of payment requested, and (IV) a certification by an authorized officer of the Contractor as to the statements set forth in the invoice, (V) any other detailed reporting as indicated in Addendum A attached and made a part of this document. The Contractor shall submit reports and original invoices to the City's Community Development Department with a copy to the City Manager's office.

E. INSURANCE

Contractor will furnish the City's Finance Director with a Certificate of Insurance prior to disbursement of any funds. The insurance shall cover any and all activities engaged in and sponsored by Contractor and shall name the City as an additional insured. The endorsement shall include the relevant portions of the Contractor's insurance policy that shows the City as an additional insured.

F. HOLD HARMLESS

Contractor shall hold harmless, indemnify and defend the City and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims losses, demands, judgements, damages, liabilities, lawsuits, expenses, attorney fees, and/or actions of any kind and nature, whether from death, bodily injury or damage to property resulting from, or related to, the Contractor's negligence or intentional acts, errors or omissions in the Contractor's performance under this Contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation or expiration of the term or any renewal or any other modification of this Contract for any

reason, and shall survive the cancellation or errors or omissions to act occurring during the term of this Contract.

G. DISCLOSURE TO THE CITY

Any additional means of funding to include contracts and/or sub-contracts held by the Contractor with other funding entities shall be disclosed to the City prior to the execution of this Contract. In addition, at such times and in such form as the City Council may require, the Contractor shall furnish the City, such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract and the Contractor will permit the City to audit, examine and make excerpts of transcripts from such records and make audit of all data relating to all matters covered by this Contract subject to the limitations set out above.

H. NO FINANCIAL INTEREST

No officer or employee of the City or of the Contractor who exercises any function of responsibility in connection with the planning and implementation of any of the provisions of this Contract shall have any direct personal financial interest in this Contract and the Contractor shall take appropriate steps to ensure compliance.

I. PREJUDICE

No person, on account of race, color, religion, national origin or because of non-membership in the Contractor's organization shall be excluded from participating in, or denied the benefits of any activity made possible through and resulting from this Contract.

J. POLITICAL ACTIVITY

None of the funds, materials, property or services rendered directly or indirectly under this Contract shall be used for any political activity or to further the election or defeat of any candidate for state, federal or local office.

K. ASSIGNMENT

Contractor shall not assign any interest in this Contract, excluding payments for services by the Contractor, as provided for above and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto. Provided, however, that claims of money due, or to become due to the Contractor

from the City under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

L. SUBJECT TO LAWS

Contractor shall comply at its own cost with all applicable laws, ordinances and codes of the federal, State of New Mexico and local governments.

M. NO FURTHER LIABILITY

The City shall not be obligated or liable under this Contract to any party other than the Contractor for payment of any monies, to include payroll taxes or for provision of any goods or services unless such liabilities are specifically agreed to in this Contract.

N. JURISDICTION

It is mutually agreed by and between the parties hereto that this Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and further that any legal action or causes of action in connection herewith, will be within the jurisdiction of the appropriate court in San Miguel County, New Mexico, for all purposes.

O. TERMINATION

The City may, with or without cause, terminate this Contract at any time upon thirty (30) days written notice of termination given to the Contractor. In such an event, all finished or unfinished documents, data, studies, photographs, reports and the rights to any property prepared or procured by the Contractor under this Contract shall, at the option of the City, become equitable compensation for any work satisfactorily completed through the termination date. Similarly, the Contractor may, with or without cause, terminate this Contract upon thirty (30) days written notice, and the City shall reimburse the Contractor for any and all expenses incurred that have not been reimbursed prior to the time of notification provided those expenses otherwise proper hereunder.

P. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings, agreement and understandings are merged in and are superseded by this Agreement. No statement, promise or inducement made by the City or Contractor, either written or oral, which is not contained in this Agreement is binding between the City and Contractor.

Q. AMENDMENT AND SEVERABILITY

This Contract will not be altered, changed or amended except by a written document signed by the City and Contractor. In the event any word, phrase, section or portion of this Agreement is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said word, phrase, section or portion.

R. AUTHORITY TO BIND THE CITY

Contractor shall not have the authority to enter into any Contract binding upon the City or to create any obligation on the part of the City, except such as shall be specifically authorized by the City's governing body or by the City Manager acting upon authority granted by the City's governing body.

S. NOTICES

Any notices required to be given under this contract shall be deemed sufficient, if given in writing, by mail, to the principal office of the City or to the principal office of the Contractor.

T. BRIBERY AND KICKBACKS:

As required by Section 13-1-191, NMSA 1978, as amended, it should be noted that it is a third degree felony under New Mexico Law to commit the offense of bribery of a public officer or public employee Section 30-24-1, NMSA 1978, as amended; it is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee, Section 30-24-2, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks, Section 30-41-1, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks, Section 30-41-2, NMSA 1978, as amended.

U. THIRD PARTY BENEFICIARIES

By entering into this Contract, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this agreement or seek to enforce this agreement as a third party beneficiary under this agreement.

V. TERM

The term of this Contract will be July 1, 2020 thru June 30, 2021.

W. APPEAL

The City Manager shall have the final say as to the meaning of this Contract, including, but not limited to, whether the deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the Governing Body.

CITY OF LAS VEGAS:

Las Vegas First Independence
Business Alliance

_____
William Taylor Ph.D., City Manager

_____
John Goodwin, LVFIBA

ATTEST

_____
Casandra Fresquez, City Clerk

Agreement / Contract
No. 3552-19
City of Las Vegas
Date

CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO AND LAS VEGAS FIRST INDEPENDENT BUSINESS ALLIANCE 2019/2020 BILLBOARDS SOUTHBOUND I-25 AND NORTHBOUND I-25

This Contract is entered into this 1st day of July, 2019 and effective, thru June 30, 2020, between the City of Las Vegas, New Mexico, a municipal corporation hereinafter called the "City" and Las Vegas First Independent Business Alliance, a New Mexico nonprofit corporation, hereinafter called the "Contractor."

WHEREAS, the City has agreed to assist the Contractor in advertisement and promotion of tourist-related events and attractions, specifically for the 2019/2020 Billboards located at Southbound of I-25 Mile Marker 339.42, Northbound I-25 Mile Marker 385.87 and Northbound of I-25 Mile Marker 351.29.

WHEREAS, the City commits financial support for this advertising through June 30, 2019 prorated on a fiscal year or project completion basis in an amount during Contract period not to exceed Fifteen Thousand and 00/100 dollars ($15,000) to be paid to the Contractor under the terms and conditions of this Contract.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The City will pay on invoices up to the amount of Fifteen Thousand and 00/100 dollars ($15,000) presented under this Contract where work (described under Section A, Scope of Work) has been completed and services have been provided to the City according to the schedule indicated. To be paid for any invoice, the Contractor must be current in reporting requirements. The requirements are as follows:

A. SCOPE OF WORK

Contractor agrees to provide all advertising and promotion for the 2019/2020 event as offered in Contractor's proposal.

1. Advertising and promotional materials must be professional and aimed at attracting outside visitors and maximum attendance to event and to Las Vegas, New Mexico.
2. Contractor acknowledges the purpose of any and all marketing and promotion of events, brand and branding is to effectively entice maximum

participation in and at an event, share distinct assets of Las Vegas and surrounding community and create professional materials that effectively orchestrate event attendance and progress the City as a tourist destination;

3. Contractor must include the official City logo adopted March 18, 2015 ("Official Logo") or City Seal on all advertising and promotional materials. The Official Logo or City Seal shall be the indication that funding was provided by the City of Las Vegas Lodgers Tax and the words "funding was provided by Lodgers Tax" shall not be required; Radio advertisements must include the verbiage "paid for by the City of Las Vegas Lodgers Tax;"
4. All invoices, supporting documents, and the appropriate detailed documentation from the Contractor must be submitted to the City no later than June 30, 2018. Detailed documentation includes invoices to the Contractor, tear-sheets, examples or copies of advertisements, etc. and assurance to City of ads validity and publication;
5. Documents are to be submitted to the City of Las Vegas, Attn: Community Development-Special Events, 1700 N. Grand Avenue, Las Vegas, NM 87701;
6. Contractor must contact the Community Development Division of the City to schedule a Special Event Outcome Presentation;
7. If applicable, Contractor agrees to maintain liability insurance in the amounts provided for in the Special Events Permits and name the City as an additional insured;
8. The Contractor agrees it is an independent contractor and not an agent of the City;
9. The Contractor agrees, upon demand of the City, to open books for said event for an audit by the City;
10. Contractor agrees that if any amounts are owed any division within the City it may cause said reimbursement to be delayed or withheld.

B. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work as detailed in Section A.

C. DELIVERABLES

Contractor shall submit a deliverable implementation report and financial report on a quarterly or project completion basis for review and approval by the Community Development Director with a copy to the City Manager's office prior

to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contract or outlined in the Scope of Work, and all revenues and expenditures, to include any revenues from sources other than the City.

D. PAYMENT

Payment to the Contractor shall be prorated from the date of contract through the end of the contract and may be made on a quarterly or project basis based upon the scheduled completion date of project, submittal of invoices and support documentation and the receipt of a deliverable implementation report and financial report.

Invoices shall include (I) Contractor name and address, (II) a description of the work performed or services acquired, (III) the amount of payment requested, and (IV) a certification by an authorized officer of the Contractor as to the statements set forth in the invoice, (V) any other detailed reporting as indicated in Addendum A attached and made a part of this document. The Contractor shall submit reports and original invoices to the City's Community Development Department with a copy to the City Manager's office.

E. INSURANCE

Contractor will furnish the City's Finance Director with a Certificate of Insurance prior to disbursement of any funds. The insurance shall cover any and all activities engaged in and sponsored by Contractor and shall name the City as an additional insured. The endorsement shall include the relevant portions of the Contractor's insurance policy that shows the City as an additional insured.

F. HOLD HARMLESS

Contractor shall hold harmless, indemnify and defend the City and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims losses, demands, judgements, damages, liabilities, lawsuits, expenses, attorney fees, and/or actions of any kind and nature, whether from death, bodily injury or damage to property resulting from, or related to, the Contractor's negligence or intentional acts, errors or omissions in the Contractor's performance under this Contract. The Contractor's agreement to hold harmless, indemnify and defend

shall not be affected nor terminated by the cancellation or expiration of the term or any renewal or any other modification of this Contract for any reason, and shall survive the cancellation or errors or omissions to act occurring during the term of this Contract.

G. DISCLOSURE TO THE CITY

Any additional means of funding to include contracts and/or sub-contracts held by the Contractor with other funding entities shall be disclosed to the City prior to the execution of this Contract. In addition, at such times and in such form as the City Council may require, the Contractor shall furnish the City, such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract and the Contractor will permit the City to audit, examine and make excerpts of transcripts from such records and make audit of all data relating to all matters covered by this Contract subject to the limitations set out above.

H. NO FINANCIAL INTEREST

No officer or employee of the City or of the Contractor who exercises any function of responsibility in connection with the planning and implementation of any of the provisions of this Contract shall have any direct personal financial interest in this Contract and the Contractor shall take appropriate steps to ensure compliance.

I. PREJUDICE

No person, on account of race, color, religion, national origin or because of non-membership in the Contractor's organization shall be excluded from participating in, or denied the benefits of any activity made possible through and resulting from this Contract.

J. POLITICAL ACTIVITY

None of the funds, materials, property or services rendered directly or indirectly under this Contract shall be used for any political activity or to further the election or defeat of any candidate for state, federal or local office.

Agreement / Contract
No. 3614-20
City of Las Vegas
Date

CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO
AND
LAS VEGAS FIRST INDEPENDENT BUSINESS ALLIANCE
2019/2020 BILLBOARDS HIGHWAY 518 AND NORTHBOUND I-25

This Contract is entered into this 1st day of July, 2019 and effective, through June 30, 2020, between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called the "City" and Las Vegas First Independent Business Alliance, a New Mexico nonprofit corporation, hereinafter called the "Contractor."

WHEREAS, the City has agreed to assist the Contractor in advertisement and promotion of tourist-related events and attractions, specifically for the 2019/2020 Billboards located at Highway 518 and Northbound I-25.

WHEREAS, the City commits financial support for this advertising through June 30, 2020 or project completion basis in an amount during Contract period not to exceed Ten Thousand and Four Hundred 00/100 dollars ($10,400) to be paid to the Contractor under the terms and conditions of this Contract.

Now, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The City will pay on invoices up to the amount of Ten Thousand and Four Hundred 00/100 dollars ($10,400) presented under this Contract where work (described under Section A, Scope of Work) has been completed and services have been provided to the City according to the schedule indicated. To be paid for any invoice, the Contractor must be current in reporting requirements. The requirements are as follows:

A. SCOPE OF WORK

Contractor agrees to provide all advertising and promotion for the 2019/2020 event as offered in Contractor's proposal.

1. Advertising and promotional materials must be professional and aimed at attracting outside visitors and maximum attendance to event and to Las Vegas, New Mexico.
2. Contractor acknowledges the purpose of any and all marketing and promotion of events, brand and branding is to effectively entice maximum participation in and at an event, share distinct assets of Las Vegas and

surrounding community and create professional materials that effectively orchestrated event attendance and progress the City as a tourist destination;

3. Contractor must include the official City logo adopted March 18, 2015 ("Official Logo") or City Seal on all advertising and promotional materials. The Official Logo or City Seal shall be the indication that funding was provided by the City of Las Vegas Lodgers Tax and the words "funding was provided by Lodgers Tax" shall not be required; Radio advertisements must include the verbiage "paid for by the City of Las Vegas Lodgers Tax;"
4. All invoices, supporting documents, and the appropriate detailed documentation from the Contractor must be submitted to the City no later than June 30, 2020. Detailed documentation includes invoices to the Contractor, tear-sheets, examples or copies of advertisements, etc. and assurance to City of ads validity and publication;
5. Documents are to be submitted to the City of Las Vegas, Attn: Community Development-Special Events, 1700 N. Grand Avenue, Las Vegas, NM 87701;
6. Contractor must contact the Community Development Division of the City to schedule a Special Event Outcome Presentation;
7. If applicable, Contractor agrees to maintain liability insurance in the amounts provided for in the Special Events Permits and name the City as an additional insured;
8. The Contractor agrees it is an independent contractor and not an agent of the City;
9. The Contractor agrees, upon demand of the City, to open books for said event for an audit by the City;
10. Contractor agrees that if any amounts are owed any division within the City it may cause said reimbursement to be delayed or withheld.

A. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work as detailed in Section A.

B. DELIVERABLES

Contractor shall submit a deliverable implementation report and financial report on a quarterly or project completion basis for review and approval by the Community Development Director with a copy to the City Manager's office prior to the City making payment to the Contractor. The report must include, but is not

limited to, all activities conducted by the Contract or outlined in the Scope of Work, and all revenues and expenditures, to include any revenues from sources other than the City.

C. PAYMENT

Payment to the Contractor shall be prorated from the date of contract through the end of the contract and may be made on a quarterly or project basis based upon the scheduled completion date of project, submittal of invoices and support documentation and the receipt of a deliverable implementation report and financial report.

Invoices shall include (I) Contractor name and address, (II) a description of the work performed or services acquired, (III) the amount of payment requested, and (IV) a certification by an authorized officer of the Contractor as to the statements set forth in the invoice, (V) any other detailed reporting as indicated in Addendum A attached and made a part of this document. The Contractor shall submit reports and original invoices to the City's Community Development Department with a copy to the City Manager's office.

D. INSURANCE

Contractor will furnish the City's Finance Director with a Certificate of Insurance prior to disbursement of any funds. The insurance shall cover any and all activities engaged in and sponsored by Contractor and shall name the City as an additional insured. The endorsement shall include the relevant portions of the Contractor's insurance policy that shows the City as an additional insured.

E. HOLD HARMLESS

Contractor shall hold harmless, indemnify and defend the City and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims losses, demands, judgements, damages, liabilities, lawsuits, expenses, attorney fees, and/or actions of any kind and nature, whether from death, bodily injury or damage to property resulting from, or related to, the Contractor's negligence or intentional acts, errors or omissions in the Contractor's performance under this Contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation or expiration of the term

or any renewal or any other modification of this Contract for any reason, and shall survive the cancellation or errors or omissions to act occurring during the term of this Contract.

F. DISCLOSURE TO THE CITY

Any additional means of funding to include contracts and/or sub-contracts held by the Contractor with other funding entities shall be disclosed to the City prior to the execution of this Contract. In addition, at such times and in such form as the City Council may require, the Contractor shall furnish the City, such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract and the Contractor will permit the City to audit, examine and make excerpts of transcripts from such records and make audit of all data relating to all matters covered by this Contract subject to the limitations set out above.

G. NO FINANCIAL INTEREST

No officer or employee of the City or of the Contractor who exercises any function of responsibility in connection with the planning and implementation of any of the provisions of this Contract shall have any direct personal financial interest in this Contract and the Contractor shall take appropriate steps to ensure compliance.

H. PREJUDICE

No person, on account of race, color, religion, national origin or because of non-membership in the Contractor's organization shall be excluded from participating in, or denied the benefits of any activity made possible through and resulting from this Contract.

I. POLITICAL ACTIVITY

None of the funds, materials, property or services rendered directly or indirectly under this Contract shall be used for any political activity or to further the election or defeat of any candidate for state, federal or local office.

J. ASSIGNMENT

Contractor shall not assign any interest in this Contract, excluding payments for services by the Contractor, as provided for above and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto. Provided, however, that claims of money due, or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

K. SUBJECT TO LAWS

Contractor shall comply at its own cost with all applicable laws, ordinances and codes of the federal, state and local governments.

L. NO FURTHER LIABILITY

The City shall not be obligated or liable under this Contract to any party other than the Contractor for payment of any monies, to include payroll taxes or for provision of any goods or services unless such liabilities are specifically agreed to in this Contract.

M. JURISDICTION

It is mutually agreed by and between the parties hereto that this Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and further that any legal action or causes of action in connection herewith, will be within the jurisdiction of the appropriate court in San Miguel County, New Mexico, for all purposes.

N. TERMINATION

The City may, with or without cause, terminate this Contract at any time upon thirty (30) days written notice of termination given to the Contractor. In such an event, all finished or unfinished documents, data, studies, photographs, reports and the rights to any property prepared or procured by the Contractor under this Contract shall, at the option of the City, become equitable compensation for any work satisfactorily completed through the termination date. Similarly, the Contractor may, with or without cause, terminate this Contract upon thirty (30)

days written notice, and the City shall reimburse the Contractor for any and all expenses incurred that have not been reimbursed prior to the time of notification provided those expenses otherwise proper hereunder.

O. ENTIRE AGREEMENT

This Contract constitutes the entire Contract between the parties hereto; any prior contract, whether written or oral, or assertion or statement, or understanding or other commitment antecedent to the Contract shall not have any force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing. No changes or amendments to this Contract shall be effective except those on written approval by both parties.

P. AMENDMENT

This Contract will not be altered, changed or amended except by a written document signed by the parties to this Contract.

Q. AUTHORITY TO BIND THE CITY

Contractor shall not have the authority to enter into any Contract binding upon the City or to create any obligation on the part of the City, except such as shall be specifically authorized by the City's governing body or by the City Manager acting upon authority granted by the City's governing body.

R. NOTICES

Any notices required to be given under this contract shall be deemed sufficient, if given in writing, by mail, to the principal office of the City or to the principal office of the Contractor.

S. BRIBERY AND KICKBACKS:

As required by Section 13-1-191, NMSA 1978, as amended, it should be noted that it is a third degree felony under New Mexico Law to commit the offense of bribery of a public officer or public employee Section 30-24-1, NMSA 1978, as amended; it is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee, Section 30-24-2, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of soliciting

or receiving illegal kickbacks, Section 30-41-1, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks, Section 30-41-2, NMSA 1978, as amended.

T. THIRD PARTY BENEFICIARIES

By entering into this Contract, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this agreement or seek to enforce this agreement as a third party beneficiary under this agreement.

U. NOTICES

Any notices required to be given under this Contract shall be deemed sufficient, if given in writing, by mail, to the principal office of the City or to the principal office of the Contractor.

V. TERM

The term of this Contract will be July 1, 2019 thru June 30, 2020.

W. APPEAL

The City Manager shall have the final say as to the meaning of this Contract, including, but not limited to, whether the deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the Governing Body.

CITY OF LAS VEGAS:

Ann Marie Gallegos, Interim City Manager

Las Vegas First Independence Business Alliance

John Goodwin, LVFIBA

ATTEST

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Esther Garduno-Montoya
City Attorney

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07-02-20 **DEPT: Community Development** **MEETING DATE: 07-17-20**

ITEM/TOPIC:
Authorization for Sale of Unused and Vacant Properties owned by the City of Las Vegas as identified on the list attached hereto as Exhibit A.

ACTION REQUESTED OF COUNCIL:
Approval or Disapproval of Resolution No. 20-40, authorizing the sale of the unused and vacant properties identified on the list attached hereto as Exhibit A and authorizing the City of Las Vegas to prepare a Request for Proposal for Appraisal Services be prepared (RFP) for said properties.

BACKGROUND/RATIONALE:
The City of Las Vegas is the record owner of several properties which are unused and vacant, the properties are not being utilized by the City and the City has not intention of utilizing the properties in the foreseeable future. These properties are identified on the list attached hereto as Exhibit A.

STAFF RECOMMENDATION:
Consideration and Approval by Mayor and Council

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

William Taylor
WILLIAM TAYLOR, CITY MANAGER

Scott Aaron
SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND RESOLUTIONS MUST BE REVIEWED)

MARY ROMERO, FINANCE DIRECTOR
(PROCUREMENT)

Revised 4/20/2020

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-40

A RESOLUTION AUTHORIZING THE SALE OF UNUSED AND VACANT PROPERTIES

WHEREAS, the City of Las Vegas ("City") is the record owner of the properties ("Properties") identified on the list attached hereto as **Exhibit A**; and

WHEREAS, the City desires to sell the Properties, as they are currently vacant, not being utilized by the City, and the City does not intend to use the Properties in the foreseeable future; and

WHEREAS, the sale of the Properties requires that the Properties be appraised, and that a request for proposal for appraisal services of the Properties be prepared ("RFP"); and

WHEREAS, pursuant to NMSA 3-54-1 the City has authority to sell the Properties, and pursuant to Resolution No. 06-08 (approved on February 15, 2006) the City Council desires to sell the Properties.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals and exhibits are incorporated herein by reference and the Governing Body approves the preparation of the RFP and the payment for the appraisal of the Properties.

PASSED, APPROVED AND ADOPTED this _____ day of July, 2020.

_____
Louie A. Trujillo, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney

EXHIBIT A
to Resolution No. 20-40

DESCRIPTION	LOT SIZE (more or less)
Lot 6, Block 2, L.S. & S. Addition	25' X 150'
613 Railroad Avenue	50' X 150'
Lots 8 & 9, Block 13, Hillsite Town Company Addition	50' X 150'
West Las Vegas Sewer Plant Site	7.325 acres
Old City Dump Site	41.496 acres
East National - - Lot 20, Block 1, L.S. & S. Addition	25' X 170'
A tract of Land in Block 8, Ilfeld & Baca Addition (2nd Street Property)	157' X 142'
Dee Bibb Industrial Park (Lots Available) BLOCK 1 - - Lots 7, 8, 9 and a portion of Lot 12	6.5873 acres
Public Parking Area & Harold Ledoux Fire Department - - Legion Drive & 7th Street – 5 lots available	1.755 acres
1334 FIRST STREET (Property next to Keyes Park - obtained from Aragon)	1.504 acres
LOTS 7 & 8, BLOCK 8, STORRIE LAKE RESORT - NORTH OF STORRIE LAKE STATE PARK	0.33 acres

Approval Form

Date Submitted: July 2, 2020

Department Submitting: Community Development Submitter: Bill Hendrickson by mdp

Date Re-Submitted after Changes: _____

Documents To Be Reviewed: Resolution Sale of City Owned Properties Deadline: _____

Upon Completion and Approval of Review: *(Please indicate here if you want to pick-up your documents after step1 is approved or have them delivered for you to the next approving step):*

_____

Comments: For review, Mr. Hendrickson wants to submit to City Council for 07-15-20 meeting, will be emailing word document for updates.

The following is the approval order: *(Please circle either approved or disapproved)*

Approved / ~~Disapproved~~: *(Reason for Disapproval)*: _____

☐ *Changes*: _____ Date: _____

☐ 1 Scott Aaron, City Attorney Review — Date: 7-6-2020

Approved / Disapproved: *(Reason for Disapproval)*: _____

☐ 2 Finance Director - Deputy — Date: 7/6/2020

Approved / Disapproved: *(Reason for Disapproval)*: _____

☐ 3 William Taylor, City Manager — Date: _____

☐ Picked Up By (*after CA review*): _____ Date: _____

☑ Hand Delivered By: Darlene Arguello Date: 7/6/20

(1) Received By: _____ Dept: Finance Date: 7/6/2020

(2) Received By: _____ Dept: Executive Date: 7-6-2020

(3) Final Pick Up By _____ Dept: Com Dev Date: 7/6/20

CITY OF LAS VEGAS
RESOLUTION NO. 06-08

A RESOLUTION ESTABLISHING A PROCEDURE FOR THE SALE, LEASE OR EXCHANGE OF CITY-OWNED PROPERTY FOR THE CITY OF LAS VEGAS, NEW MEXICO.

The following procedure shall be used in the sale, lease or exchange of City-owned properties whether real or personal;

I. GENERAL PROVISIONS:

A. Under Section 3-54-1, NMSA 1978, as amended, the City may sell, lease or exchange municipal utility facilities or real property by public or private sale or lease.

B. The Value of facilities or real property to be sold, leased or exchanged shall be determined by the appraised value and not by the value of the contract.

C. An appraisal shall be made by a qualified appraiser to determine the Appraised Value. . The cost of appraisal is borne by the party who initiates the action.

D. City owned property may be traded, leased, or sold upon the formal recommendation of the City Manager and approved by City Council.

E. There can be no sale, lease or trade of City owned property associated with loss of City water rights.

II. CITY MANAGERS RESPONSIBILITIES FOR SALE, LEASE, OR EXCHANGE OF REAL OR PERSONAL PROPERTY:

A. The City Manager shall confer with the City Attorney and Finance Director regarding the appropriate method of sale, exchange, or, lease, to determine whether publication of the proposed sale or lease is required, and as to whether an appraisal is needed. Proposed sale of Real property shall be presented to both Utilities and Finance Committees for advice and recommendation

B. The City Manager shall then prepare a Resolution for consideration by the City Council declaring the property to be excess property and not needed for any City

purpose and authorizing the sale, exchange, or lease of the property.

C. Any real or personal property having a current resale value of $5,000 or more, shall be reported to the State Budget Division, of

The Department of Finance and Administration; Section 13-6-2, NMSA 1978. A copy shall be sent to the State Auditor; Section 13-6-1, NMSA 1978. Notification of proposed disposition and copy of Resolution shall be submitted at least thirty days prior to sale. Notification is not required for trade-in or exchange or real or personal property.

III. REAL PROPERTY:

A. PROPERTY VALUED UNDER $25,000.00

1. Sale, lease or exchange may be public or private sale.
2. Not subject to referendum.

B. PROPERTY VALUED IN EXCESS OF $25,000.00

1. Sale, lease or exchange may be public or private sale.

2. Subject to referendum.

3. Sale or lease shall be ordinance, which ordinance shall be effective seventy (70) calendar days after its adoption, unless a referendum election is held.

4. Proposed ordinance shall be published one time by a legal advertisement at least two weeks prior to consideration of final action.

5. Ordinance shall be published within one (1) week after adoption.

6. The Ordinance shall concisely set forth at least the following:

a. the terms of the sale, exchange, or lease;
b. the appraised value of the municipal utility facilities or real property;

c. the time and manner or payments on the lease, exchange, or sale;
d. the amount of the lease, exchange, or sale; and
e. the identities of the purchasers or lessees; and
f. the purpose for the municipality making the lease, exchange, or sale.

C. PUBLIC SALE/LEASE/EXCHANGE.

1. A public sale or lease is one where there is more than one potential buyer or lessee and the bid of the highest responsible bidder shall be accepted unless the terms of the bid do not meet the published terms and conditions of the proposed sale, in which event the highest bid which does meet the published terms and conditions shall be accepted; provided, however, the City may reject all bids.

2. Term and conditions for a proposed public sale or lease shall be published at least twice, not less than seven (7) days apart, with the last publication no less than fourteen (14) days prior to the bid opening.

3. If property is under $25,000.00, see Section III (A) above.

4. If property is over $25,000.00, see Section III (B) above.

D. PRIVATE SALE/LEASE/EXCHANGE.

1. A private sale or lease is one where a particular buyer or lessee is interested in the sale or lease and the offer meets the appraised value of the property being sold or leased, and where the City will not be accepting bids. Publication may still be necessary if the value of the property being sold or leased is over $25,000.00.

2. If property is under $25,000.00, see Section III (A) above.

3. If property is over $25,000.00, see Section III (B) above.

IV. PERSONAL PROPERTY:

IV. PERSONAL PROPERTY:

A. The City may sell personal property for cash at public or private sale without notice when it is shown to the governing body that such property does not exceed the value of $2,500.00.

B. The City may sell personal property having a value of more than $2,500.00 at public or private sale. If a private sale is held under this subsection, such sale shall be held only after notice is published at least twice pursuant to the provisions of Subsection J of Section 3-1-2 NMSA 1978, not less than seven (7) days apart, with the last publication not less than fourteen (14) days prior to the sale.

C. If a public sale is held, the bid of the highest responsible bidder shall be accepted unless the terms of the bid do not meet the published terms and conditions of the City, in which even the highest bid which does meet the published terms and conditions shall be accepted; provided, however, the City may reject all bids. Terms and conditions for a proposed sale or lease shall be published at least twice, not less than seven (7) days apart, with the last publication no less than fourteen (14) days prior to the bid opening, and shall be published according to the provisions of Subsection J of Section 3-1-2, NMSA 1978.

D. The City may sell, at a private or public sale, exchange or donate real or personal property to the state, to any of its political subdivisions or to federal government if such sale, exchange or gift is in the best interests of the public and is approved by the local government division of the department of finance and administration. The provisions of Section 6-6-11, NMSA 1978, shall not apply to such sale, exchange or donation.

V. OBSOLETE, WORN OUT AND UNUSABLE PERSONAL PROPERTY:

A. The City may sell obsolete, worn out, and unusable personal property for cash at public or private sale when it is shown that the personal property has become obsolete, unusable, or when it is no longer economical or safe for continued use.

B. If a private sale is held under this subsection, such sale shall be held only after notice is published at least twice pursuant to the provisions of Subsection J of section 3-2-1 NMSA 1978, not less than seven (7) days apart, with the last publication not less than fourteen (14) days prior to the sale. If a public sale is held, the bid of the highest responsible bidder shall be accepted unless the terms of the bid do not meet the published terms and conditions of the sale.

C. If one item or a total of several items have a current resale value of $5,000.00 or more, the City shall give notification of sale to the State Budget Division, of the Department of Finance and administration; Section 13-6-2, NMSA 1978. A copy shall be sent to the State Auditor; Section 13-6-1, NMSA 1978. The City shall submit the official finding notification stating proposed disposition, and copy of Resolution at least thirty days prior to sale.

PASSED, APPROVED and ADOPTED by the governing body at its meeting of 2/15/06.

Henry O. Sanchez, Mayor

ATTEST:

CherylAnn Yara, City Clerk

John Avila, City Manager

2-22-06
Date

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/1/20 **DEPT: Public Works** **MEETING DATE: 07/15/20**

ITEM/TOPIC: Approval/Disapproval of resolution No. 20-34, request for a Match Waiver administered by Department of Finance and Administration (DFA) and the New Mexico Department of Transportation (NMDOT) in the amount of $29,447.00, for Grant Agreement L400500.

***ACTION REQUESTED OF COUNCIL*: Approval / Disapproval of Resolution No. 20-34**

BACKGROUND/RATIONALE: the City of Las Vegas has a limited tax base, which limits the funding for meeting the proportional matching share, and a fund exists appropriated by New Mexico State Legislature for Public Entities in need of "Hardship" match money and the City of Las Vegas requests participation in this Match Waiver Program in the amount of $29,447.00, for the Plan, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage Improvements, Construction Management, and Miscellaneous Construction on West National Avenue.

STAFF RECOMMENDATION: Approve Resolution No.20-34

COMMITTEE RECOMMENDATION: *N/A*

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

WILLIAM TAYLOR, CITY MANAGER

SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND RESOLUTIONS MUST BE REVIEWED)

MARY ROMERO, FINANCE DIRECTOR
(PROCUREMENT)

Revised 4/20/2020

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-34

A RESOLUTION TO APPLY FOR A MATCH WAIVER REGARDING NMDOT GRANT AGREEMENT L400500

WHEREAS, the City of Las Vegas ("City") received a Local Government Road Fund Cooperative Grant Agreement No. L400500 ("Grant"); and

WHEREAS, the total cost of the Grant being $117,787.00, of which NMDOT's share is $88,340.00 (75%) and the City's share is $29,447.00 (25%); and

WHEREAS, the City desires to apply for participation in the match waiver program in the amount of $29,447.00 to defer the costs of the City's 25% of the Grant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body accepts the Grant, agrees to contribute 25% of the Grant amount in order to obtain the Grant, and agrees apply for the match waiver program in the amount of $29,447.00..

APPROVED AND ADOPTED this _____ day of July, 2020.

_____
Louie A. Trujillo, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6/24/20 **DEPT: Public Works** **MEETING DATE: 7/15/20**

ITEM/TOPIC: Approval/Disapproval of Resolution No. 20-35 assuring available matching fund, amount being $29,447.00 which is 25% of the total grant offer of $117,787.00 for this phase of the project.

***ACTION REQUESTED OF COUNCIL*: Approve/Disapprove of Local Government Road Fund Cooperative Agreement (COOP) administered by the New Mexico Department of Transportation (NMDOT).**

BACKGROUND/RATIONALE: as part of the COOP Agreement submittal criteria for the NMDOT , it is required that a resolution of support from our Local Governing Body accompany Grant Agreement for the Plan, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage Improvements, Construction Management and Miscellaneous Construction on West National Avenue.

STAFF RECOMMENDATION: Approve Resolution No. 20-35

COMMITTEE RECOMMENDATION: *N/A*

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

WILLIAM TAYLOR, CITY MANAGER

SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND RESOLUTIONS MUST BE REVIEWED)

MARY ROMERO, FINANCE DIRECTOR
(PROCUREMENT)

Revised 4/20/2020

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-35

A RESOLUTION TO APPLY FOR AND ACCEPT THE GRANT OFFER FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) FOR WEST NATIONAL AVENUE

WHEREAS, the City of Las Vegas ("City") has applied to the New Mexico Department of Transportation ("NMDOT") for a grant for planning, designing, construction, reconstruction, pavement rehabilitation, drainage improvements, construction management, and miscellaneous construction; and

WHEREAS, the City expects to receive the Grant in a total amount of $88,340.00; and

WHEREAS, the City would have to contribute 25% ($29,447.00) in order to receive the Grant of $88,340.00 (75%) for a total amount of $117,787.00 to include New Mexico gross receipts tax; and

WHEREAS, improvements are needed on West National Avenue for the safety and well being of the residents of Las Vegas, New Mexico; and

WHEREAS, the Grant will be used for road improvements on West National Avenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body accepts the Grant, agrees to contribute 25% of the Grant amount in order to obtain the Grant, and agrees to use the Grant for road improvements on West National Avenue.

APPROVED AND ADOPTED this _____ day of July, 2020.

_____
Louie A. Trujillo, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney

Contract No. _____
Vendor No. 54343
Control No. L400500

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Las Vegas** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various city streets**, as described in Control No. **L400500** and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is **One Hundred Seventeen Thousand, Seven Hundred Eight Seven Dollars ($117,787.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% **$88,340.00**

   Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various city streets

2. The Public Entity's required proportional matching Share shall be 25% For purpose stated above **$29,447.00**

3. Total Project Cost **$117,787.00**

b. The Public Entity shall pay all Project costs, which exceed the total amount of **One Hundred Seventeen Thousand, Seven Hundred Eight Seven Dollars ($117,787.00).**

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

a. Receipt of a Notice of Award and Notice to Proceed; and,
b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
c. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the purpose as described in Section 1.
b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
    1. Utility Certification,
    2. Drainage and storm drain design,
    3. Geotechnical design,
    4. Pavement design,
    5. Environmental and archaeological clearances Certification,
    6. Right of-way acquisition Certification,
    7. Hazardous substance/waste site(s) contamination,
    8. Railroad Certification,
    9. Intelligent Transportation System (ITS) Certification
g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
h. Obtain all required written agreements or permits, when applicable, from all public and private entities.

i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
k. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form,** which is attached as Exhibit A.
l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost** form.
m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.
This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2021**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.
It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.
As between the Department and Public Entity, 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, *et seq*.

10. Contractors Insurance Requirements.
The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the

performance of the Project.

11. Scope of Agreement.
This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.
The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.
The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and

State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.
This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:_____ Date: _____
Assistant General Counsel

City of Las Vegas

By: _____ Date: _____

Title: _____

Attest: _____
City Clerk

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

_____
_____
_____
_____

I, the undersigned, in my capacity as _____ of _____ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Local Government Road Fund Project Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____

And completed on _____, 20_____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

_____ _____
Name Date

_____
Print Name

_____
Title

EXHIBIT B

AS BUILT SUMMARY OF COSTS AND QUANTITIES

ENTITY: _____ CONTRACT No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF WORK: _____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/06/2020 **DEPT:** Utilities **MEETING DATE:** 07/15/2020

ITEM/TOPIC: Resolution No. 20-41 for submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority under DWSRLF funding.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval of Resolution No. 20-41.

BACKGROUND/RATIONALE: This resolution will allow the City to submit an application to NMFA for funding to complete the Hot Springs waterline replacement project. The funding amount requested is $800,000 with a subsidy amount eligible of $600,000. The funding agency requires that the application be submitted through an approved resolution.

STAFF RECOMMENDATION: Approval of Resolution No. 20-41.

COMMITTEE RECOMMENDATION: This item was discussed at the regular Utility Advisory Committee meeting on July 14, 2020. Their recommendation will be provided at the Council Meeting.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

WILLIAM TAYLOR, CITY MANAGER

SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND RESOLUTIONS MUST BE REVIEWED)

DOMINIC CHAVEZ, INTERIM FINANCE DIRECTOR
(PROCUREMENT)

Revised 4/20/2020

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-41

AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY

WHEREAS, City of Las Vegas, New Mexico ("City") is a qualified entity under the Drinking Water State Revolving Loan Act, Sections 6-21A-1 et seq., NMSA 1978 ("Act"), and the City of Las Vegas City Council ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for the benefit of the City and its residents; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for financing of projects from the Drinking Water State Revolving Loan Fund created under the Act, and has developed an application procedure whereby the Governing Body may submit and application ("Application") for financial assistance from the Authority for drinking water projects; and

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of Hot Springs Water Line Replacement ("Project") for the benefit of the City and its residents; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body authorizes and approves the following:

1. That all prior actions taken by the Governing Body, and the City's officers and employees, directed toward the Application and the Project, are hereby ratified, approved and confirmed.

2. That the completed Application submitted to the Governing Body, is hereby approved and confirmed.

3. That the officers and employees of the City are hereby directed and requested to submit the completed Application to the Authority for its review, and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

4. The portion of any act and resolution within the City's jurisdiction, if any, that is in conflict with this resolution, or which may prevent the actions required by this resolution, are hereby rescinded, annulled and repealed for the sole purpose of effectuating this resolution.

5. This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this _____ day of July, 2020.

_____
Louie A. Trujillo, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/06/2020 **DEPT:** Utilities **MEETING DATE:** 07/15/2020

ITEM/TOPIC: Resolution No. 20-42 for submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority under DWSRLF funding.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval of Resolution No. 20-42.

BACKGROUND/RATIONALE: This resolution will allow the City to submit an application to NMFA for funding to complete the SCADA project for the existing water treatment plant facility. The funding amount requested is $500,000 with a subsidy amount eligible of $375,000. The funding agency requires that the application be submitted through an approved resolution.

STAFF RECOMMENDATION: Approval of Resolution No. 20-42.

COMMITTEE RECOMMENDATION: This item was discussed at the regular Utility Advisory Committee meeting on July 14, 2020. Their recommendation will be provided at the Council Meeting.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

WILLIAM TAYLOR, CITY MANAGER

SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND RESOLUTIONS MUST BE REVIEWED)

DOMINIC CHAVEZ, INTERIM FINANCE DIRECTOR
(PROCUREMENT)

Revised 4/20/2020

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-42

AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY

WHEREAS, City of Las Vegas, New Mexico ("City") is a qualified entity under the Drinking Water State Revolving Loan Act, Sections 6-21A-1 et seq., NMSA 1978 ("Act"), and the City of Las Vegas City Council ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the City and its residents; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for financing of projects from the Drinking Water State Revolving Loan Fund created under the Act, and has developed an application procedure whereby the Governing Body may submit and application ("Application") for financial assistance from the Authority for drinking water projects; and

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of SCADA for existing Water Treatment Facility ("Project") for the benefit of the City and its residents; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body authorizes and approves the following:

1. That all prior actions taken by the Governing Body, and the City's officers and employees, directed toward the Application and the Project, are hereby ratified, approved and confirmed.

2. That the completed Application submitted to the Governing Body, is hereby approved and confirmed.

3. That the officers and employees of the City are hereby directed and requested to submit the completed Application to the Authority for its review, and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

4. The portion of any act and resolution within the City's jurisdiction, if any, that is in conflict with this resolution, or which may prevent the actions required by this resolution, are hereby rescinded, annulled and repealed for the sole purpose of effectuating this resolution.

5. This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this _____ day of July, 2020.

_____
Louie A. Trujillo, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/06/2020 **DEPT:** Utilities **MEETING DATE:** 07/15/2020

ITEM/TOPIC: Resolution No. 20-43 for submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority under DWSRLF funding.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval of Resolution No. 20-43.

BACKGROUND/RATIONALE: This resolution will allow the City to submit an application to NMFA for funding to replace the facility clarifier sedimentation basin vacuum system at the existing water treatment plant facility. The funding amount requested is $300,000 with a subsidy amount eligible of $225,000. The funding agency requires that the application be submitted through an approved resolution.

STAFF RECOMMENDATION: Approval of Resolution No. 20-43.

COMMITTEE RECOMMENDATION: This item was discussed at the regular Utility Advisory Committee meeting on July 14, 2020. Their recommendation will be provided at the Council Meeting.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

WILLIAM TAYLOR, CITY MANAGER

SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND RESOLUTIONS MUST BE REVIEWED)

DOMINIC CHAVEZ, INTERIM FINANCE DIRECTOR
(PROCUREMENT)

Revised 4/20/2020

CITY OF LAS VEGAS, NEW MEXICO
RESOLUTION NO. 20-43

AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY

WHEREAS, City of Las Vegas, New Mexico ("City") is a qualified entity under the Drinking Water State Revolving Loan Act, Sections 6-21A-1 et seq., NMSA 1978 ("Act"), and the City of Las Vegas City Council ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the City and its residents; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for financing of projects from the Drinking Water State Revolving Loan Fund created under the Act, and has developed an application procedure whereby the Governing Body may submit and application ("Application") for financial assistance from the Authority for drinking water projects; and

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of the Replace Facility Clarifier Sedimentation Basin Vacuum System ("Project") for the benefit of the City and its residents; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body authorizes and approves the following:

1. That all prior actions taken by the Governing Body, and the City's officers and employees, directed toward the Application and the Project, are hereby ratified, approved and confirmed.

2. That the completed Application submitted to the Governing Body, is hereby approved and confirmed.

3. That the officers and employees of the City are hereby directed and requested to submit the completed Application to the Authority for its review, and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

4. The portion of any act and resolution within the City's jurisdiction, if any, that is in conflict with this resolution, or which may prevent the actions required by this resolution, are hereby rescinded, annulled and repealed for the sole purpose of effectuating this resolution.

5. This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this _____ day of July, 2020.

_____
Louie A. Trujillo, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/06/2020 **DEPT:** Utilities **MEETING DATE:** 07/15/2020

ITEM/TOPIC: Resolution No. 20-44 for submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority under DWSRLF funding.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval of Resolution No. 20-44.

BACKGROUND/RATIONALE: This resolution will allow the City to submit an application to NMFA for funding to complete the Hanna Park re-use system expansion project. The funding amount requested is $500,000 with a subsidy amount eligible of $375,000. The funding agency requires that the application be submitted through an approved resolution.

STAFF RECOMMENDATION: Approval of Resolution No. 20-44.

COMMITTEE RECOMMENDATION: This item was discussed at the regular Utility Advisory Committee meeting on July 14, 2020. Their recommendation will be provided at the Council Meeting.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

WILLIAM TAYLOR, CITY MANAGER

SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND RESOLUTIONS MUST BE REVIEWED)

DOMINIC CHAVEZ, INTERIM FINANCE DIRECTOR
(PROCUREMENT)

Revised 4/20/2020

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-44

AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY

WHEREAS, City of Las Vegas, New Mexico ("City") is a qualified entity under the Drinking Water State Revolving Loan Act, Sections 6-21A-1 et seq., NMSA 1978 ("Act"), and the City of Las Vegas City Council ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the City and its residents; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for financing of projects from the Drinking Water State Revolving Loan Fund created under the Act, and has developed an application procedure whereby the Governing Body may submit and application ("Application") for financial assistance from the Authority for drinking water projects; and

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of Hanna Park Effluent Re-Use System Expansion ("Project") for the benefit of the City and its residents; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body authorizes and approves the following:

1. That all prior actions taken by the Governing Body, and the City's officers and employees, directed toward the Application and the Project, are hereby ratified, approved and confirmed.

2. That the completed Application submitted to the Governing Body, is hereby approved and confirmed.

3. That the officers and employees of the City are hereby directed and requested to submit the completed Application to the Authority for its review, and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

4. The portion of any act and resolution within the City's jurisdiction, if any, that is in conflict with this resolution, or which may prevent the actions required by this resolution, are hereby rescinded, annulled and repealed for the sole purpose of effectuating this resolution.

5. This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this _____ day of July, 2020.

_____
Louie A. Trujillo, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/06/2020 **DEPT:** Utilities **MEETING DATE:** 07/15/2020

ITEM/TOPIC: Resolution No. 20-45 for submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority under DWSRLF funding.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval of Resolution No. 20-45.

BACKGROUND/RATIONALE: This resolution will allow the City to submit an application to NMFA for funding to replace pumps at the existing water treatment plant facility. The funding amount requested is $200,000 with a subsidy amount eligible of $150,000. The funding agency requires that the application be submitted through an approved resolution.

STAFF RECOMMENDATION: Approval of Resolution No. 20-45.

COMMITTEE RECOMMENDATION: This item was discussed at the regular Utility Advisory Committee meeting on July 14, 2020. Their recommendation will be provided at the Council Meeting.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

WILLIAM TAYLOR, CITY MANAGER

SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND RESOLUTIONS MUST BE REVIEWED)

DOMINIC CHAVEZ, INTERIM FINANCE DIRECTOR
(PROCUREMENT)

Revised 4/20/2020

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-45

AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY

WHEREAS, City of Las Vegas, New Mexico ("City") is a qualified entity under the Drinking Water State Revolving Loan Act, Sections 6-21A-1 et seq., NMSA 1978 ("Act"), and the City of Las Vegas City Council ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the City and its residents; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for financing of projects from the Drinking Water State Revolving Loan Fund created under the Act, and has developed an application procedure whereby the Governing Body may submit and application ("Application") for financial assistance from the Authority for drinking water projects; and

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of Pump Replacement at Water Treatment Plant ("Project") for the benefit of the City and its residents; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body authorizes and approves the following:

1. That all prior actions taken by the Governing Body, and the City's officers and employees, directed toward the Application and the Project, are hereby ratified, approved and confirmed.

2. That the completed Application submitted to the Governing Body, is hereby approved and confirmed.

3. That the officers and employees of the City are hereby directed and requested to submit the completed Application to the Authority for its review, and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

4. The portion of any act and resolution within the City's jurisdiction, if any, that is in conflict with this resolution, or which may prevent the actions required by this resolution, are hereby rescinded, annulled and repealed for the sole purpose of effectuating this resolution.

5. This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this _____ day of July, 2020.

_____
Louie A. Trujillo, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/09/20 **DEPT:** City Attorney **MEETING DATE**: 07/15/20

ITEM/TOPIC: Publication of Ordinance No. 20-06 to Amend the Code of the City of Las Vegas Labor Management Relations Ordinance by deleting and repealing Chapter 48 Sections 1 through 22.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to publish Ordinance No. 20-06 to amend the Code of the City of Las Vegas Labor Management Relations Ordinance by deleting and repealing Chapter 48 Sections 1 through 22.

BACKGROUND/RATIONALE: Due to recent state legislation and actions taken by the Governor of New Mexico, the state labor relations board, and the parties affected by labor relations board decisions, are consolidating the function and reach of the state labor relations board in lieu of having such disputes handled by the local labor relations boards. To comply with recent state legislation and the actions taken by our Governor, the City of Las Vegas should delete and repeal its Labor Management Relations Ordinance in favor of having all such labor disputes handled in a more uniform fashion by the state labor relations board.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Scott Aaron
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

William Taylor
WILLIAM TAYLOR, CITY MANAGER

Scott Aaron
SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND RESOLUTIONS MUST BE REVIEWED)

FINANCE DIRECTOR
(PROCUREMENT)

CITY OF LAS VEGAS, NEW MEXICO
Ordinance No. 20-06

AN ORDINANCE TO AMEND the Code of the City of Las Vegas by deleting and repealing Chapter 48 Sections 1 through 22, entitled "Labor Management Relations" and cited as the "City of Las Vegas Labor Management Relations Ordinance". This Ordinance is enacted pursuant to Sections 2.02 of the City of Las Vegas Municipal Charter, and is an exercise of the City of Las Vegas home rule powers.

BE IT ENACTED by the Governing Body of the City of Las Vegas as follows:

Section 1. Chapter 48 Sections 1 through 22, Labor Management Relations, is hereby deleted and repealed.

Section 2. Effective Date. This ordinance shall become effective upon the execution by the Mayor and the affirmative vote of the majority of the Governing Body.

PASSED, ADOPTED and ENACTED this _____ day of August, 2020.

_____
Mayor Louie A. Trujillo

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney

§ 48-1. Short title.

This chapter may be cited as the "City of Las Vegas Labor Management Relations Ordinance."

§ 48-2. Purpose.

The purpose of the Labor Management Relations Ordinance is to guarantee employees the right to organize and bargain collectively with their employer; to protect the rights of the employer and the employees and to promote harmonious and cooperative relationships between the employer and the employees; and to acknowledge the obligation of the employer and the employees to provide orderly and uninterrupted services to the citizens.

§ 48-3. Conflicts.

A. In the event of conflict with other City of Las Vegas ordinances, the provisions of the City of Las Vegas Labor Management Relations Ordinance shall supersede other previously enacted ordinances.

B. City of Las Vegas sanctioned rules and regulations, administrative directives, departmental rules and regulations, and workplace practices shall control unless there is a conflict with a collective bargaining agreement. Where a conflict exists, the collective bargaining agreement shall control.

§ 48-4. Definitions.

As used in the Labor Management Relations Ordinance the following terms shall have the meanings indicated:

APPROPRIATE BARGAINING UNIT — A group of employees designated by the Board for the purpose of collective bargaining.

BOARD — The City of Las Vegas Labor Management Relations Board.

CERTIFICATION — The designation by the Board of a labor organization as the exclusive representative for all employees in an appropriate bargaining unit.

COLLECTIVE BARGAINING — The act of negotiating between the employer and an exclusive representative for the purpose of entering into a written agreement regarding wages, hours, and other terms and conditions of employment.

CONFIDENTIAL EMPLOYEE — A person who devotes a majority of his/her time to assisting and acting in a confidential capacity with

respect to a person who formulates, determines, and effectuates management policies.

EMERGENCY — A one-time crisis that was unforeseen and unavoidable.

EMPLOYEE — A regular, nonprobationary employee of the City of Las Vegas.

EMPLOYER — City of Las Vegas.

EXCLUSIVE REPRESENTATIVE — A labor organization that, as a result of certification by the Board, represents all employees in an appropriate bargaining unit for the purposes of collective bargaining.

FAIR SHARE — The payment to a labor organization which is the exclusive representative for an appropriate bargaining unit by an employee of that bargaining unit who is not a member of that labor organization equal to a certain percentage of membership dues. Such figure is to be calculated based on United States and New Mexico statutes and case law identifying those expenditures by a labor organization which are permissibly chargeable to all employees in the appropriate bargaining unit under United States and New Mexico statutes and case law, including, but not limited to, all expenditures incurred by the labor organization in negotiating the contract applicable to all employees in the appropriate bargaining unit, servicing such contract, and representing all such employees in grievances and disciplinary actions.

GOVERNING BODY — The City of Las Vegas Council.

IMPASSE — Failure of the employer and an exclusive representative, after good faith bargaining, to reach agreement in the course of negotiating a collective bargaining agreement.

LABOR ORGANIZATION — Any employee organization one of whose purposes is the representation of public employees in collective bargaining and in otherwise meeting, consulting, and conferring with employers on matters pertaining to employment relations.

LOCKOUT — An act by the employer to prevent its employees from going to work for the purpose of resisting demands of the employees' exclusive representative or for the purpose of gaining a concession from the exclusive representative.

MANAGEMENT EMPLOYEE — An employee who is engaged primarily in executive and management functions and is charged with the responsibility of developing, administering, or effectuating management policies. An employee shall not be deemed a

management employee solely because the employee participates in cooperative decisionmaking programs on an occasional basis.

MEDIATION — Assistance by an impartial third party to resolve an impasse in contract negotiation between the employer and an exclusive representative through interpretation, suggestion and advice.

PROFESSIONAL EMPLOYEE — An employee whose work is predominantly intellectual and varied in character and whose work involves the consistent exercise of discretion and judgment in its performance and requires knowledge of an advanced nature in a field of learning customarily requiring specialized study at an institution of higher education or its equivalent. The work of a professional employee is of such character that the output or result accomplished cannot be standardized in relation to a given period of time.

STRIKE — An employee's refusal, in concerted action with other employees, to report for duty or his willful absence or withholding of service in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the working conditions, compensation, rights, privileges, or obligations of employment.

SUPERVISOR — An employee who devotes a majority amount of work time to supervisory duties, who customarily and regularly directs the work of two or more other employees, and who has the authority in the interest of the employer to hire, promote, or discipline other employees or to recommend such actions effectively. This definition does not include individuals who perform merely routine, incidental, or clerical duties or who occasionally assume supervisory or directory roles or whose duties are substantially similar to those of their subordinates and does not include lead employees or employees who occasionally participate in peer review or evaluation of employees.

§ 48-5. Rights of employees.

Employees, other than management, supervisory, confidential, and probationary employees, may form, join, or assist any labor organization for the purpose of collective bargaining through a representative chosen by the employees without interference, restraint, or coercion. Employees also have the right to refuse to form, join, or assist any labor organization.

§ 48-6. Management rights.

Unless limited by the provisions of a collective bargaining agreement or by other statutory provision, the employer's rights shall include, but are not limited to, the following:

A. To direct the work of, hire, promote, assign, transfer, demote, suspend, discharge or terminate public employees;

B. To determine qualifications for employment and the nature and content of personnel examinations;

C. To take actions as may be necessary to carry out the mission of the employer in emergencies; and

D. The employer retains all rights not specifically limited by a collective bargaining agreement or by the Public Employee Bargaining Act.[1]

§ 48-7. Labor Management Relations Board created; terms.

A. The Labor Management Relations Board is hereby created. The Board shall be composed of three members appointed by the Mayor and approved by the City Council. One member shall be appointed on the recommendation of individuals representing labor, one member shall be appointed on the recommendation of the City Manager, and one member shall be appointed on the recommendation of the first two appointees.

B. Board members shall serve for a period of one year with terms commencing in the month of September, except in the initial appointment, which will be a shorter term, effective the same day as this chapter. Vacancies shall be filled in the same manner as the original appointment, and such appointments shall only be made for the remainder of the unexpired term. A Board member may serve an unlimited number of terms.

C. During the term of appointment, no Board member shall hold or seek any other political office or public employment or be an employee of a union, an organization representing public employees, or a public employer.

D. Each Board member shall be paid per diem and mileage in accordance with the provisions of the Per Diem and Mileage Act.[2]

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1. **Editor's Note: See NMSA 1978, § 10-7E-1 et seq.**
2. **Editor's Note: See NMSA 1978, § 10-8-1 et seq.**

§ 48-8. Powers and duties of Board.

A. The Board shall promulgate rules and regulations necessary to accomplish and perform its functions and duties as established in the Labor Management Relations Ordinance, including the establishment of procedures for:

(1) The designation of appropriate bargaining units;

(2) The selection, certification, and decertification of exclusive representatives; and

(3) The filing, hearing, and determination of complaints of prohibited practices. This does not apply to negotiation impasses or grievances subject to the required negotiated grievance process.

B. The Board shall:

(1) Hold hearings and make inquiries necessary to carry out its functions and duties;

(2) Request from employers and labor organizations the information and data necessary to carry out the functions and responsibilities of the Board.

C. The Board may issue subpoenas requiring, upon reasonable notice, the attendance and testimony of witnesses and the production of any evidence, including books, records, correspondence, or documents relevant to the matter in question. The Board may prescribe the form of the subpoena, but it shall adhere insofar as practicable to the form used in civil actions in the District Court. The Board may administer oaths and affirmations, examine witnesses, and receive evidence. Subject to the approval of funds, the Board may contract with a third party to assist it in carrying out its functions.

D. The Board shall decide all issues by majority vote and shall issue its decisions in the form of written orders and opinions. The decisions of the Board on interpretation and applications of the chapter are final and binding on the parties subject to the appeal process provided in § 48-20. The Board's hearing authority does not apply to negotiation impasses or issues dealing with the collective bargaining agreement where a grievance procedure has been negotiated for that purpose by the parties as required by law.

E. The Board has the power to enforce provisions of the City of Las Vegas Labor Management Relations Ordinance and the Board's Labor Management Relations Rules and Regulations through the imposition of appropriate administrative remedies.

F. The Board shall have no power to promulgate policy other than for its own operation.

G. No rule or regulation promulgated by the Board shall require, directly or indirectly, as a condition of continuous employment, any employee covered by the Labor Management Relations Ordinance to pay money to any labor organization that is certified as an exclusive representative. This issue of fair share shall be a permissive as opposed to a mandatory subject of bargaining between the employer and the exclusive representative.

§ 48-9. Hearing procedures.

A. The Board may hold hearings for the purposes of:

(1) Information gathering and inquiry;

(2) Adopting rules and regulations; and

(3) Adjudicating disputes and enforcing the provisions of the Labor Management Relations Ordinance, and rules and regulations adopted pursuant to the ordinance.

B. The Board shall adopt regulations setting forth procedures to be followed during hearings of the Board. Such regulations shall meet minimal due process requirements of the state and federal constitution.

C. Proceedings against the party alleged to have committed a prohibited practice shall be commenced by service upon it and the Board of a written notice together with a copy of the charges and relief requested.

D. All adopted rules and regulations shall be filed in accordance with applicable laws.

E. A verbatim record made by electronic or other suitable means shall be made of every rulemaking and adjudicatory hearing. The record shall not be transcribed unless required for judicial review or unless ordered by the Board. The party requesting the transcript shall pay for the transcription. In the case of judicial review, the payment shall be made by the party filing the appeal.

F. Each party to a prohibited labor practice shall bear the cost of producing its own witnesses and paying its representative for hearings under this chapter.

G. No regulation proposed to be adopted by the Board that affects any person or governmental entity outside of the Board and its staff shall be adopted, amended, or repealed without public hearing and comment on the proposed action before the Board. The public hearing shall be held after notice of the subject matter of the regulation, the action proposed to be taken, the time and place of the hearing, the manner in which interested persons may present their views, and the method in which copies of the proposed regulation, proposed amendment, or repeal of an existing regulation may be obtained. All meetings shall be held at a City facility. Notice shall be published once at least 30 days prior to the hearing date in a newspaper of general circulation in the City of Las Vegas, and notice shall be mailed at least 30 days prior to the hearing date to all persons who have made a written request for advance notice of hearings.

§ 48-10. Appropriate bargaining units.

A. The Board shall, upon receipt of a petition for a representation election filed by a labor organization, designate the appropriate bargaining unit. Appropriate bargaining units shall be established on the basis of occupational groups or clear and identifiable community of interest in employment terms, employment conditions, and related personnel matters among the employees involved. Occupational groups shall generally be identified as blue collar, secretarial clerical, technical, para-professional, professional, corrections, firefighters, and police officers. Department, craft, or trade designations other than as specified above shall not determine bargaining units. The parties, by mutual agreement and approval of the Board, may further consolidate occupational groups. The essential factors in determining appropriate bargaining units shall include the principles of efficient administration of government, the history of collective bargaining, and the assurance to employees of their rights guaranteed by the chapter.

B. If the labor organization and the employer cannot agree on the appropriate bargaining unit within 30 days, the Board shall hold a hearing concerning the composition of the bargaining unit. Any agreement as to the appropriate bargaining unit between the employer and the labor organization is subject to the approval of the Board.

C. The Board shall not include in any appropriate bargaining unit probationary, supervisory, managerial, or confidential employees.

§ 48-11. Elections.

A. Whenever, in accordance with regulations prescribed by the Board, a petition is filed by a labor organization containing the signatures of at least 30% of the employees in an appropriate bargaining unit, the Board shall post a notice to affected employees regarding the filed petition and proceed with the process for conducting a secret ballot representation election.

B. Once a labor organization has filed a petition with the Board requesting a representation election, other labor organizations may seek to be placed on the ballot. Any labor organization may file a competing petition containing the signatures of not less than 30% of the employees in the appropriate bargaining unit no later than 10 calendar days after the Board has posted a written notice that a petition for a representation election has been filed by a labor organization.

C. All representation elections shall include the option for "no representation," except in a runoff election where the choice of "no representation" was not one of the two choices that received the highest votes.

D. In the event of an election with two or more labor organizations on the ballot and none of the choices on the ballot received a majority of the votes cast, then a runoff election shall be held within 15 calendar days. The choices on the runoff election shall consist of the two choices which received the greatest number of votes in the original election.

E. A valid election requires that at least 40% of the eligible employees in an appropriate bargaining unit cast a vote. In an election with only one labor organization, and the majority of the votes cast are in favor of representation, the Board shall certify that labor organization as the exclusive representative for all the employees in the bargaining unit.

F. No election shall be conducted if an election has been conducted in the twelve-month period immediately preceding the proposed representation election. No election shall be held during the term of an existing collective bargaining agreement, except as provided in § 48-13B of this chapter, or after the expiration of the third year of a collective bargaining agreement with a term of more than three years.

G. Election disputes shall be resolved by the Board.

H. As an alternative to the provisions of Subsection A of this section, the employer and a labor organization with a reasonable basis for claiming to represent a majority of the employees in an appropriate bargaining unit may establish an alternative appropriate procedure for determining majority status. The procedure may include a labor organization's submission of authorization cards from a majority of the employees in an appropriate bargaining unit. The local board shall not certify an appropriate bargaining unit if the employer objects to the certification without an election.

§ 48-12. Exclusive representation.

A labor organization that has been certified by the Board as the exclusive representative for employees in an appropriate bargaining unit shall represent all employees in the bargaining unit. The exclusive representative shall act for all employees in the bargaining unit and negotiate a collective bargaining agreement covering all employees in the bargaining unit. The exclusive representative shall represent the interests of all employees in the bargaining unit without discrimination or regard to membership or nonmembership in the labor organization. The existence of an exclusive bargaining representative shall not prevent employees from taking their grievances through the grievance process or filing prohibited practices with the Board. Any settlement of a grievance or relief given on a prohibited practice brought by an individual shall not be inconsistent with or in violation of the collective bargaining agreement in effect between the employer and the exclusive representative or inconsistent with or in violation of a memorandum of understanding between the employer and the exclusive representative applicable to the day-to-day administration of the collective bargaining agreement. The exclusive representative shall be afforded the opportunity to be present at such hearings and make its views known.

§ 48-13. Decertification of exclusive representative.

A. Any member of a labor organization or the labor organization itself may initiate decertification of a labor organization as the exclusive representative if 30% of the employees in the appropriate bargaining unit make a written request to the Board for a decertification election. A decertification election shall be valid only if at least 40% of the eligible employees in the bargaining unit vote in the election.

B. When there is a collective bargaining agreement in effect, a request for a decertification election shall be made to the Board no earlier than 90 days and no later than 60 days before the expiration of the collective bargaining agreement; provided, however, that a request for a decertification election may be filed at any time after the expiration of the third year of a collective bargaining agreement with a term of more than three years.

C. When, within the time period prescribed in Subsection B of this section, a competing labor organization files a petition containing signatures of at least 30% of the employees in the appropriate bargaining unit, a representation election rather than a decertification election shall be conducted.

D. When an exclusive representative has been certified but no collective bargaining agreement is in effect, the Board shall not accept a request for a decertification election earlier than 12 months subsequent to a labor organization's certification as the exclusive representative.

§ 48-14. Scope of bargaining.

A. Except for retirement programs provided under the Public Employees Retirement Act,[3] the parties shall bargain in good faith on all wages, hours, and other terms and conditions of employment and other issues agreed to by the parties. The parties shall enter into a written agreement covering employment relations regarding the issues agreed to in collective bargaining.

B. Bargaining in good faith shall not require either party to agree to a proposal or to make a concession.

C. The obligation to bargain collectively imposed by the Labor Management Relations Ordinance shall not be construed as authorizing employers and exclusive representatives to enter into any agreement that is in conflict with state statutes or federal statutes. In the event of conflict between the provision of any federal or state statutes and any agreement entered into by the employer and the exclusive representative, the former shall prevail.

D. Payroll deduction of the exclusive representative's membership dues shall be a mandatory subject of bargaining if either party chooses to negotiate the issue. The amount of dues shall be certified in writing by an official of the labor organization and

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3. Editor's Note: See NMSA 1978, § 10-11-1 et seq.

shall not include special assessments, penalties, or fines of any type levied by the exclusive representative. During the time that a Board certification is in effect for a particular exclusive representative, the employer shall not deduct dues for any other labor organization from members of the same bargaining unit.

E. Any agreement or impasse resolution by the employer and an exclusive representative that requires the expenditure of funds shall be contingent upon the specific appropriation of funds by the governing body and the availability of funds to fund the agreed upon provision. An arbitrator's decision shall not require the reappropriation of funds.

F. The parties have a requirement that a grievance procedure culminating with final and binding arbitration be negotiated. This applies only to grievances and the interpretation and application of the agreement between the parties and does not apply to negotiation impasses. The parties shall share the cost of any proceedings conducted pursuant to this subsection equally. Each party is responsible for paying any cost related to its witnesses and representation.

G. Fair share is a permissive subject of bargaining. **[Added 5-20-2015 by Ord. No. 15-05]**

§ 48-15. Negotiations and impasse resolution.

A. The following meetings shall be closed:

(1) Meetings for the discussion of collective bargaining strategy between the governing body and the employer's negotiating team preliminary to negotiations sessions;

(2) Collective bargaining sessions; and

(3) Consultations and impasse resolution procedures at which the employer and/or the exclusive representative of the appropriate bargaining unit are present.

B. The following negotiation procedures shall apply to the employer and exclusive representatives:

(1) The negotiations for the first contract shall be opened upon written notice by either party to the other requesting that negotiating sessions be scheduled. Subsequent requests for negotiations shall be postmarked no earlier than 120 days nor later than 60 days prior to the contract ending date or as

negotiated by the parties. The parties may open negotiations at any time by mutual agreement.

(2) All negotiations will be conducted in closed sessions. Negotiations will be held at a facility and at a time mutually agreed upon by the parties.

(3) Recesses and study sessions may be called by either team. Prior to the conclusion of any negotiating sessions, the reconvening time will be agreed upon. Caucuses may be taken as needed.

(4) Tentative agreements reached during negotiations will be reduced to writing, dated, and initialed by each team spokesperson. Such tentative agreements are conditional and may be withdrawn should later discussion change either party's understanding of the language as it related to another part of the agreement.

(5) Agreement on contract negotiations is accomplished when the Union President and the City Manager sign the agreement. Provisions in multiyear agreements providing for economic increases for subsequent years shall be contingent upon the governing body appropriating the funds necessary to fund the increase for the subsequent year(s). Should the governing body not appropriate sufficient funds to fund the agreed upon increase, either party may reopen negotiations.

C. The following impasse procedure shall be followed by the employer and exclusive representative:

(1) If an impasse occurs, either party shall request mediation assistance. If the parties cannot agree on a mediator, either party may request the assistance of the federal mediation and conciliation service.

(2) If the impasse continues after 30 calendar days, either party may request an unrestricted list of seven arbitrators from the federal mediation and conciliation service. The parties shall choose one arbitrator by alternately striking names from such list. Which party strikes the first name shall be determined by coin toss. The arbitrator shall render a final, binding, written decision resolving unresolved issues no later than 30 calendar days after the arbitrator has been notified of his or her selection by the parties. The arbitrator's decision shall be limited to a selection of one of the two parties' complete, last, best offer. However, an impasse resolution decision of an

arbitrator or an agreement provision by the employer and an exclusive representative that requires the expenditure of funds shall be contingent upon the specific appropriation of funds by the governing body and the availability of funds. An arbitrator's decision shall not require the employer to reappropriate funds. The parties shall share all of the arbitrator's costs incurred pursuant to this subsection equally. Each party shall be responsible for paying any costs related to its witnesses and representation. The decision shall be subject to judicial review pursuant to the standards set forth in the Uniform Arbitration Act.[4]

(3) In the event that an impasse continues after the expiration of a contract, the existing contract will continue in full force and effect until it is replaced by a subsequent written agreement. However, this shall not require the employer to increase any employees' levels, steps, or grades of compensation contained in the existing contract.

§ 48-16. Prohibited practices of employers.

A. A public employer or its representative shall not:

(1) Discriminate against an employee with regard to terms and conditions of employment because of the employee's membership in a labor organization;

(2) Interfere with, restrain, or coerce any employee in the exercise of any right guaranteed under the Labor Management Relations Ordinance;

(3) Dominate or interfere in the formation, existence, or administration of any labor organization;

(4) Discriminate in regard to hiring, or any term or condition of employment in order to encourage or discourage membership in a labor organization;

(5) Discharge or otherwise discriminate against an employee because the employee has signed or filed an affidavit, petition, grievance, or complaint or given any information or testimony under the provisions of the Labor Management Relations Ordinance or because an employee is forming, joining, or choosing to be represented by a labor organization;

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4. Editor's Note: See NMSA 1978, § 44-7A-1 et seq.

(6) Refuse to bargain collectively in good faith with the exclusive representative;

(7) Refuse or fail to comply with any provisions of the Labor Management Relations Ordinance, Board regulations, or the Public Employee Bargaining Act;[5] or

(8) Refuse or fail to comply with any collective bargaining agreement. This issue is subject to the required grievance procedure negotiated by the parties.

B. During the negotiation and the impasse procedure, City Council and management employees are prohibited from negotiating issues which are the subject of negotiations and from making any offers, commitment, or promise whatsoever to employees or the exclusive representative, other than through the appointed City negotiating team. It is the intent of this language that the integrity of the negotiating process be maintained. All negotiations and concessions shall occur only between the respective appointed negotiating teams.

§ 48-17. Prohibited practices of employees and labor organizations.

A. An employee, a labor organization, or its representative shall not:

(1) Discriminate against an employee with regard to labor organization membership because of race, color, religion, creed, age, disability, sex, or national origin;

(2) Solicit membership for an employee or labor organization during the employee's duty hours. This does not include the work breaks or lunch periods;

(3) Restrain or coerce any employee in the exercise of any right guaranteed by the provisions of the Labor Management Relations Ordinance;

(4) Refuse to bargain collectively in good faith with the employer;

(5) Refuse or fail to comply with any collective bargaining agreement with the employer. This issue is subject to the required negotiated grievance procedure negotiated by the parties;

(6) Refuse or fail to comply with any provision of the Labor Management Relations Ordinance;

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5. **Editor's Note: See NMSA 1978, § 10-7E-1 et seq.**

(7) Picket homes or private businesses of employees, appointed individuals, or elected officials of the City of Las Vegas;

(8) Restrain or coerce the employer in the selection of its agent for bargaining.

B. During the negotiation and the impasse procedure, the employees, the exclusive representative or any of its employees are prohibited from negotiating issues which are the subject of negotiations with anyone other than the appointed City negotiating team. It is the intent of this language that the integrity of the negotiating process be maintained. All negotiations and concessions shall occur only between the respective appointed negotiating teams.

§ 48-18. Strikes and lockouts prohibited.

A. No employee or labor organization shall engage in a strike. No labor organization shall cause, instigate, encourage, or support a strike. The employer shall not cause, instigate, or engage in an employee lockout.

B. The employer may apply to the District Court for injunctive relief to end a strike, and an exclusive representative of public employees affected by a lockout may apply to the District Court for injunctive relief to end a lockout.

C. The Board, upon a clear and convincing showing of proof at a hearing that a labor organization directly caused or instigated an employee strike, may impose appropriate penalties on that labor organization, up to and including decertification of the labor organization with respect to any of its bargaining units which struck as a result of such causation or instigation. A "strike" means an employee's refusal, in concerted action with other employees, to report for duty or his willful absence or withholding of service in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the working conditions, compensation, rights, privileges, or obligations of employment.

§ 48-19. Agreements valid and enforceable.

All collective bargaining agreements and other agreements between the employer and exclusive representative are valid and enforceable according to their terms when entered into in accordance with the provisions of this Labor Management Relations Ordinance.

§ 48-20. Judicial enforcement; standards of review.

A. The Board may request the District Court to enforce any order issued pursuant to the Labor Management Relations Ordinance, including those for appropriate temporary relief and restraining orders. The Court shall consider the request for enforcement on the record made before the Board. The Court shall uphold the action of the Board and take appropriate action to enforce it unless the Court concludes that the order is:

(1) Arbitrary, capricious, or an abuse of discretion;

(2) Not supported by substantial evidence on the record considered as a whole; or

(3) Otherwise not in accordance with law.

B. Any person or party, including any labor organization, affected by a final regulation, order, or decision of the Board, may appeal to the District Court for further relief. All such appeals shall be based upon the record made at the Board hearing. All such appeals to the District Court shall be taken within 30 calendar days of the date of the final regulation, order, or decision of the Board. Actions taken by the Board shall be affirmed unless the Court concludes that the action is:

(1) Arbitrary, capricious, or an abuse of discretion;

(2) Not supported by substantial evidence on the record taken as a whole; or

(3) Otherwise not in accordance with law.

§ 48-21. Severability.

If any part or application of the City of Las Vegas Labor Management Relations Ordinance is held invalid, the remainder or its application to other situations or persons shall not be affected.

§ 48-22. Effective date.

The effective date of the City of Las Vegas Labor Management Relations Ordinance is December 26, 2005.